

BWEA Strategy & Support Groups

Terms of Reference

Oversubscription

It is anticipated that some groups will attract more expressions of interest than there are places available. In such cases it is important to have a robust and transparent process for selection which is both fair and also consistent with the need to establish a representative and balanced contribution.

In the event of **oversubscription to a Strategy Group** it is proposed that the appointed Chairperson of the Group, together with the BWEA CEO and the dedicated staff member for the Group will make a selection after careful consideration of the applications. The panel of three will also try to identify potential reallocation of applicants to other groups where the member's interests and expertise are well matched.

In the event of **oversubscription to a Sub Group** it is proposed that the relevant members of the Programme Team together with the Board member with special responsibility for the area of work will jointly select the members of the Group. As with Strategy Groups, the potential reallocation to other groups will also be considered.

Unresolved disputes over applications for places will be decided by the BWEA Chairman and CEO.

Terms of Reference for ALL Groups

1. Each Group shall comprise of the members as set out in an appended Schedule (the list of members) with no more than one member per company.
2. Each Group shall be comprised of no more than 20 members including the Chairperson but excluding BWEA staff.
3. Voting shall be by majority for the members present, subject to there being a quorum of X members who are eligible to vote. X will be one more in number than 50% of the total size of the group.

4. Each Group shall have three Officers; Chairperson, Vice-Chairperson and Secretary. The Officers shall hold their respective positions for the two-year lifetime of each Group, subject to other clauses in the ToR. The Secretary will normally be the lead policy member of staff.
5. The BWEA Chairperson and CEO may attend any meeting of any Group.
6. Membership shall be reviewed by the Group if a member fails without adequate excuse on medical grounds, or other force majeure accepted by the Group, to attend two consecutive regular meetings.
7. Membership shall be reviewed by the Group if a member fails without adequate excuse on medical grounds, or other force majeure accepted by the Group, to attend 50% of the scheduled meetings in a calendar year.
8. Each Group may invite non-members to attend meetings when their specialist expertise may be required. For the avoidance of doubt, such attendees shall not have voting rights.
9. New members may be appointed from time to time where a majority of existing members vote in favour of the inclusion of a company that is proposed by a member or applies to be a member of a Group, so long as the member company allocation on all BWEA Support Groups has not been exceeded and that the Group does not exceed 20 in number.
10. New members of BWEA will have the opportunity to request their allocation of representatives on any Groups
11. The Secretary of the Group will email the minutes of each meeting to all the members within 5 working days of the meeting.
12. The minutes of each meeting may be posted in the 'members only' area of the BWEA website, subject to any requirements for 'desensitisation'. (The wider membership of the Association is not bound by the confidentiality requirements of serving members of support groups.)
13. The Secretary of the Group will circulate meeting agendas to all members at least 3 working days prior to each meeting. All members of the Group may propose items for inclusion but the final agenda is decided by the Chairperson.
14. It must be clearly understood that while Groups provide BWEA will valuable expertise and advice, the final determination of BWEA's priorities, work programmes and allocation of resources rests with the BWEA Board and CEO.
15. Members are encouraged to take a share of the workload arising from any agreed actions.

16. All members must endeavour to act in the best interests of the industry as a whole rather than attempt to further the individual interests of the organisation they represent. The strength of the Group is in the sharing of knowledge and experience to further the success of the sector.
17. In the event of cancellation or withdrawal from membership of BWEA, representation on all Groups will cease with immediate effect.
18. Membership of the Group shall be automatically terminated in the event of any member ceasing to be directly employed by the company they represent on the Group.
19. The continuation of each Group and a review of these ToR will occur every two years, consistent with BWEA Board elections or as deemed timely by the Board.
20. For the avoidance of doubt, members will not be reimbursed for any expenses incurred for attendance at meetings or for work undertaken on behalf of the Group, unless otherwise agreed in advance with the BWEA CEO.
21. All members of all Groups will be bound by the terms of a confidentiality agreement with BWEA. Any breach of the agreed code will effect the immediate termination of the individual's membership of the group and possibly their company's membership of BWEA
22. Members of Groups may NOT act as an official representative of BWEA in any external communication or other committee without the expressed consent of the BWEA CEO or Chairperson.

Terms of Reference for Strategy Groups Only

In addition to terms 1 – 22 above, members of **Strategy Groups** are bound by the following:

23. The Chairperson of each Group will be appointed by the BWEA Board.
24. The Chairperson of each Group will liaise regularly with the Board member with special responsibility for the Group's work area if the two post holders are not the same person.
25. One of the Officers shall prepare an update (max. 2 pages) on the work of the Group for the Chairperson's submission to each BWEA Board meeting (every 2 months).
26. Each Group must meet at least once every 2 months to coincide with the frequency of BWEA Board meetings for which dates will

- be provided annually in advance. By agreement, the Group may meet more frequently but not less.
27. The Secretary of the Group will normally be the dedicated member of the BWEA Secretariat but an alternative Secretary may be appointed by agreement of the Group.
 28. At the end of each two year term, membership of the Group will be reviewed by a repeat of the selection process and a new Chairperson will be appointed by the BWEA Board.
 29. Once each Group is formed, additional ToR specific to that Group may be drafted with agreement from the Group but must be ratified by the BWEA Board.

Terms of Reference for Sub Groups Only

In addition to terms 1 – 22 above, members of **Support Groups** are also bound by the following

30. The Chairperson of each Group will be elected by a majority vote of members present at the first meeting of the Group.
31. The elected Chairperson or Vice-Chairperson shall provide a summary of the proceedings of each meeting to the Chairperson(s) of the relevant Strategy Group(s).
32. At the end of each two year term, membership of the Group will be reviewed by a repeat of the selection process and a new Chairperson will be elected by the newly formed Group.
33. Once each Group is formed, additional ToR specific to that Group may be drawn up with the agreement of the Group.