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Health Food Manufacturers' Association (HFMA) Membership Information Manual

This document is a user-friendly version of the HFMA Membership Terms and Conditions (T&Cs), Articles of Association and General Guidance.

When you submit your HFMA application form or renew your Membership with HFMA, you [the Company/Member] agree to follow the HFMA Membership Information Manual, Terms and Conditions, Articles of Association, Policies and Procedures.

Please contact the HFMA Secretariat for copies of these documents: hfma@hfma.co.uk.

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Membership Pre-joining Requirements

One of HFMA's goals is to raise the standards of the industry, we can only do that if each member follows our rules, requirements, and T&Cs.

Before joining Membership, we ask you to consider and be aware of the following requirements of HFMA Membership

- Members are required to ensure that their products, adverts and packaging are, and remain, fully compliant with all UK and EU regulations and comply with the recommendations given by CLEAR CHECK
- HFMA members are required to conform to its Codes of Advertising Practice and, where relevant, its Guidelines to Good Manufacturing Practice for Food Supplements
- HFMA's Code of Advertising Practices sets out the regulatory framework for specialist health products and botanicals, and HFMA members are required to conform to its criteria. The HFMA team, advisors and CLEAR CHECK service are there to assist you in doing this, to present your products to their maximum advantage within the law
- HFMA Guidelines for Good Manufacturing Practice for Food Supplements – All applicants for HFMA membership who manufacture relevant products must also agree to comply with the requirements of its Guidelines for Good Manufacturing Practice for Food Supplements (similar compliance is required where some or all of the applicants' products are contract-manufactured). A Checklist covering the essential components of the Guidelines is included in the Membership application form (which is available on the HFMA website).

HFMA Membership Subscription Rates (as defined in HFMA's from Articles of Association)

Full Members

Subscription rates for full members are based on turnover bands and the appropriate fees are given. Definitions are:

- 'Turnover' is defined as 'turnover from specialist health products in the UK and all EU & EFTA Member States (EFTA incorporates Iceland, Lichtenstein, Norway and Switzerland) together with all sales to the Channel Islands'
- 'Specialist Health Products' includes food supplements; health foods including organic foods; functional foods; foods for particular nutritional uses; herbal products; natural remedies; homoeopathic products; sports nutrition products; natural cosmetics & toiletries; aromatherapy products.
- Turnover relates to the Member or applicant company's turnover for the financial year prior to the year to which the subscription level applies (e.g. 2023 subscription is based on 2022 turnover)
- Exceptions to these rules are where the company is a UK subsidiary of a parent company based elsewhere in the EU/EFTA or where the company is based outside the UK and has no UK-based operation; in these cases, 'turnover' relates to sales in the UK and Channel Islands

Only Full Members enjoy voting rights on HFMA issues (e.g. Council elections; proposed changes to the Constitution).

Associate Members

This category is open for:

- Either supplier of specialist health products who do not have an EU subsidiary
- And/or companies that have less than 10% of their turnover in specialist health products (NB the Associate category is no longer open to Wholesalers or Raw Material suppliers unless they comply with either of the above criteria)

Subject to approval by HFMA Council Members:

- Associate Members from outside the EU, EFTA or the Channel Islands may, at any time after one full year of membership, apply to become a Full Member if they have either established a UK subsidiary or can demonstrate a UK turnover in natural health products.
- Associate Members may apply to become a Full Member at any time after two consecutive years of being an Associate Member

Affiliate Members

This category is for 'service providers' to health product suppliers (e.g. lawyers, publishers, consultancies, agencies). Affiliate Members cannot become Full Members.

Who can join the HFMA and Membership information (as defined in the HFMA's Articles of Association)

Membership is open to any partnerships, companies and other registered businesses engaged in the manufacture or marketing of specialist health products if they:

1. Apply to the Association in the form required by the Council Members,
2. Meet the relevant trading criteria for the class of membership to which they apply and
3. are subsequently approved for membership by the Council Members

Membership of the Association shall be divided into the following classes of membership.

1. Full Members, being those who shall have a substantial part of their business in the manufacture and/or marketing of specialized health products.
2. Members from outside the UK & European Union, being those who are engaged in the manufacture and/or marketing of specialist health products outside of the European Union but who do not have any such subsidiary within it.
3. Associate Members, being those who are engaged in the manufacture and/or marketing of specialist health foods but to the extent that this represents less than 10% of their business; and
4. Affiliate Members, being those who are engaged in providing services to UK health food supply companies.

All members shall pay to the Association on election, and as called upon in every subsequent year, a subscription of such amount as the Council may determine from time to time.

Associate Members may apply to become a Full Member at any time after one full year of being an Associate Member.

Membership is applicable to the member company and is not transferable to or exercisable by anyone else.

Every Full Member shall have one vote. All other members may attend and speak at meetings but shall not be entitled to vote.

No member shall be entitled to vote at any general meeting or at any adjourned meeting if they owe any money to the Association.

HFMA's Joining Process

- We ask all prospective Members to fill out the application form on our website: <https://hfma.co.uk/join-the-hfma-2/>.
- We request a copy of your logo which we will add to the [homepage of our website](#).
- The application form requires some in-depth detail about your company. This is so we can fully assess that your company meets the standards we require to join our membership. **If you are currently not meeting UK regulations – our team will help you achieve this goal.** You could still be accepted into Membership if you don't meet our required standards, but we will require you to act on all advice we issue.
- Once you submit the application form, the HFMA team will check over your application form, and we might be in touch to ask for some labels and/or marketing materials if appropriate.
 - Companies who manufacture/distribute Foods, Foods Supplements, Herbal Remedies, Complementary Medicines, Homoeopathic remedies, Sports Nutrition Products, Natural Cosmetics or Aromatherapy products should include with their Membership Application examples of all current labels.
- Our [CLEAR CHECK](#) team will then review your company (including your website and any marketing material) and check you are compliant with current regulations.
- The application form is then reviewed by [HFMA's Council](#)* at the next Council Meeting.
- If you are approved, we will then issue you an invoice and start our membership induction process with you and your colleagues.

*The Council are elected representatives of membership who agree the HFMA strategy and have the final decision on Membership.

Subscriptions Payments

- Subscription invoices are issued every December ahead of the coming year and our Subscription Period runs from January-December each calendar year.
- HFMA operates on 30-day payment terms.
- If we haven't received a payment for Membership within 30 days of the invoice being issued, companies will automatically be removed from Membership but could still be required to pay the invoice issued if we haven't received a registration email.
- Members who have been removed from Membership and wish to rejoin will be asked to complete the HFMA Membership Joining Process again (including filling out the application form).
- If joining Membership during the year, your Subscription Fee will be pro-rata for the remaining Subscription Period.
- If you leave Membership in arrears, you will be blacklisted from all HFMA services until the debts have been cleared.

New Joiners

- Once your Membership has been approved by the Council and your Subscription Fee has been paid, you will be entitled to all of HFMA's Membership Benefits, including the credited two free hours with our CLEAR CHECK service (for further information on the service please see here: <https://hfma.co.uk/clearcheck/clear-check-services/>)
- Pending Members (defined as companies who have submitted a complete application form and are waiting for Council Membership approval) are entitled to use CLEAR CHECK Member rates, via proforma only, once the Subscription Fee has been paid
- We will set up an introduction meeting with our key account contact to discuss our services and benefits and help you utilize your Membership.

Membership Renewals

- Subscriptions are on an automatic renewal basis.

Leaving Membership

- Members must formally resign by emailing the HFMA Direct General by the 31st December of the prior year (for example, if you don't want to be in Membership for 2024, we must be informed by 31st December 2023), before the subscription invoice becomes valid on the 1st January of the subscription year.

Please see the HFMA Member T&Cs for more information

HFMA Membership Rules

HFMA General Member Guidelines

- HFMA will not advertise Members' products or services on our website, bulletins, or social media accounts.
- You must sign up to HFMA bulletins with a business/Member email address (personal email address cannot sign up to the HFMA Bulletins unless with written approval from the HFMA Office (hfma@hfma.co.uk))
- HFMA Members must abide by the Articles of Association, HFMA Terms and Conditions and Membership Information Manual
- Any queries or CLEAR CHECK work requests using Membership rates must come via the member directly with a company email address.

Council Members Guidelines

- Support and represent HFMA at all times.
- Have a company representative at all HFMA Meetings and Events
- Use CLEAR CHECK services.
- Attend or have a suitable representative at all HFMA Council Meetings
- Take an ongoing interest in the work of the Association and have a general awareness of its work and the environment within which it must operate.

HFMA Meeting Etiquette

- No commercial matters to be discussed during the meeting.
- Networking encouraged (ask for contacts and external meetings)

CLEAR CHECK Usage

- Usage of Guidance Notes (member and non-member)
 - Guidance notes are managed by the CLEAR CHECK Team
 - Members have access to all Guidance Notes via the HFMA website.
 - Non-members will be provided with Guidance Notes when applicable to a work request or query but should be asked not to share them with anyone outside their organisation.
- Members must contact CLEAR CHECK directly (clearcheck@hfma.co.uk) for any regulatory, label or marketing questions. If CLEAR CHECK cannot answer directly, it will be forwarded to the appropriate employee or advisor by the CLEAR CHECK team.
- Payments
 - The CLEAR CHECK service is chargeable and is charged in 15-minute increments. The first 15 minutes (10 minutes for non-members) will not be charged. For any request taking 30 minutes or longer (15 for non-members), standard fees will apply. For costing and procedure please see here: <https://hfma.co.uk/clearcheck/clear-check-services/>
 - Members will be invoiced at the end of every month with 30-day payment terms.

- All Non-members and Pending Members will be required to pay upfront for any work request via a Proforma from an estimate of work via the CLEAR CHECK team. The payment will be used as credits for CLEAR CHECK time and any credits which aren't used immediately will be rolled over for the next CLEAR CHECK work request.
- We will not issue any refunds for proformas.
- Failure to pay for any HFMA services, for both Members and Non-members, will result in the company being blacklisted from all HFMA services until the invoices have been cleared.
- Freelancers and Consultants wishing to use the CLEAR CHECK Members rates must either use a business Member email address or have prior written consent provided to HFMA from the Member company.

Member Crest and use of HFMA Logo

The HFMA's Member Crest can be used by members on trade and business-to-business communications such as advertising, leaflets, and marketing material to show evidence of membership and support of the HFMA.

In addition to trade advertising, the HFMA's Member Crest can also be used on company stationery and websites but is not to be used in consumer advertising or marketing communications.

The HFMA's Member Crest should be positioned within close proximity of the company name, and use of the HFMA's Members Crest does not imply approval or accreditation for products, claims or marketing messages. Copies of how the HFMA's Member Crest is intended to be used should be submitted to CLEAR CHECK for prior approval
CLEARCHECK@hfma.co.uk

HFMA Antitrust/Competition Law Compliance Declaration

As the authoritative voice of the natural health industry, the HFMA supports the interests of its members with legislators and regulators; promotes industry best practice for product quality and safety; and provides responsible information for consumers.

The HFMA works effectively to represent the interests of the UK natural health products industry at all levels of the legislative, regulatory and Parliamentary process. We work proactively with other industry associations to achieve this aim. The HFMA supplies sound information and advice to members, and promotes positive communications and public relations, training and education and the highest quality standards of products and services.

Through its meetings and other activities the HFMA brings together representatives of competitors from the natural products industry. The subject matter of HFMA activities is of regulatory and technical nature and there is no attempt to restrain competition in any manner.

The HFMA takes the opportunity, through this "Competition Law Compliance Declaration", to make clear its members' and attendees' unequivocal support for the policy of competition served by antitrust/competition laws and their uncompromising intent to comply strictly in all respects with these laws. Any conduct that is contrary to the applicable antitrust/competition laws is contrary to the HFMA policy.

It shall be the responsibility of every member and participant of the HFMA to be guided by the HFMA's policy of strict compliance with the antitrust/competition laws in all HFMA activities. Antitrust compliance is the responsibility of every HFMA member.

Any proven violation of the "Competition Law Compliance Declaration" by a HFMA member will result in the termination of that member's membership and removal from any HFMA activity.

The rules of this "Competition Law Compliance Declaration" apply to all members, attendees, working groups and other meetings organised by the HFMA as well as to all meetings attended by the representatives and officers of the HFMA.

The following rules are applicable to all HFMA activities and must be observed in all situations under all circumstances without exception or qualification:

1. The general meetings, any working group or activity of the HFMA shall not be used for the purpose of bringing about or attempting to bring about any understanding or agreement, oral or written, formal or informal, expressed or implied, among competitors with regard to prices, costs, bids, terms or conditions of sale, distribution, volume of production, markets, territories, or customers.
2. When meeting under the auspices of the HFMA, members of the HFMA are required to avoid exchanging or discussing, either directly or indirectly through an intermediary, the following matters which are likely to contravene this policy in any

oral discussions or written correspondence with other members or with any other person from another company:

- a. current or future prices, discounts, surcharges, price structures or classifications, losses, profits, expenses or other costs of doing business
 - b. coverage; any current or future terms of sale or other marketing practices
 - c. prices or labour rates charged by, or boycotting or refusing to deal with certain, suppliers or service providers; No HFMA activity or communication shall include discussion for any purpose or in any manner of pricing methods, production levels or other limitations on either the timing, costs or volume of production or sale, or allocations of markets, territories or customers.
3. No HFMA activity or communication shall include any discussion, which might be construed as an attempt to prevent any business entity from obtaining a supply of goods or otherwise purchasing goods or services freely in the market.
 4. In conducting HFMA meetings, the Secretariat shall prepare and follow a formal agenda. The agenda should be specific and avoid topics that may cause antitrust problems such as price, production and selection of customers or suppliers. In addition, any discussion of pricing, discounts, credit terms, refusals to deal or allocation of markets shall be avoided.
 5. Minutes of the meeting shall be distributed to all members. Approval of the minutes shall be obtained at the next meeting.
 6. Speakers at meetings shall be informed of the necessity to comply with The HFMA's antitrust policy.
 7. During informal discussions at the site of a HFMA meeting, but beyond control of its Chairperson or the Secretariat, all members and attendees shall observe the same rules that are defined by this "Competition Law Compliance Declaration".
 8. If competition law/antitrust problems arise with a member's company activities, this member should promptly consult the Secretariat on any matters of concern.
 9. Antitrust laws and enforcement policies change from time to time based on new court decisions or other events. In addition, nearly every national jurisdiction has its own national antitrust laws. Accordingly, every member should consult their legal counsel whenever antitrust concerns or other competitive problems arise.

Competition Law Compliance Declaration

By joining membership or renewing your membership the member company declares its support for the policy of competition served by all applicable antitrust/competition laws, and its intent to comply strictly with these laws wherever the Health Food Manufacturers' Association (HFMA) holds its meetings and activities.