



Code of Conduct

Issue 2.3 January 2013:

All members of the **Sanitary Medical Disposal Services Association** accept this Code of Conduct and agree:

1. to uphold this Code of Conduct and assist the Association in its implementation.
2. to actively engage in recruitment of new members and development of the association.
3. to ensure that senior management are aware of the member's participation and commitments to the SMDSA, its principles and this Code of Conduct
4. to ensure that all membership subscriptions, fees or charges agreed in formal meeting and levied by the Association are paid promptly and without undue delay.
5. to maintain a good financial standing and able to meet their liabilities.
6. to conduct business dealings in a fair and proper manner.
7. to investigate any complaint raised and if the complaint is justified to take all necessary actions required to rectify the situation.
8. intend that products and services meet the requirements of legislation at all times.
9. to refrain from making an inaccurate, misleading or deliberately malicious statement concerning a competitor's product or service, and to take all reasonable care to avoid imparting false or exaggerated claims verbally, in literature or in any other way.
10. to ensure that staff at all levels receive adequate training commensurate with their duties and responsibilities.
11. to ensure that the highest standards of Health and Safety are employed.
12. that the Association does not prescribe for its members any particular disposal method and that this is best determined by specific ecological and economic factors.
13. to adopt a responsible, caring approach to the Environment.
14. to respect that membership of the SMDSA requires members to interact with other members for the mutual benefit of all of the membership. Members will actively contribute information, regulatory guidance or position, general operational or stakeholder practice or market trend unless this has been received in confidence or as part of an audit of, or consultation by a members' client, or is commercially confidential and not intended to be placed in the public domain.
15. agrees to advise the association without delay if it disagrees with a specific tenet agreed by common consent of the members of the association and before either party enters dialogue or communication with a Regulator on this position. This clause is held in mutual respect not to undermine the credibility of the association by failing to declare an alternative position. The

association respects the rights of members to hold an alternative view and shall amend its position to indicate that it does not hold full consensus.

16.that except where commercial confidentiality applies members will keep the association informed of relevant content of its own meetings or dialogue with Regulators which directly pertains to items under discussion in general meeting or which the members have requested the association to raise with a Regulator. The purpose of this clause is to maintain consistency of approach and Regulatory position for all members.

17 (a) to provide information to the SMDSA's Executive when requested for the purpose of compiling anonymised market statistics or reports or qualitative evidence to government,

(b) that individuals and officers of the association who may receive sensitive information from members in the course of their duty for the association, shall enter into a confidentiality agreement for which they shall be personally and legally liable to ensure the safe keeping of this information and its destruction or return when no longer required. This information shall not be downloaded or imported to their employers computers or systems, or copied or transmitted by any means except to another officer of the association. Sensitive information received from a member with key identifiers must be made anonymous when compiled with other data sources into any summary or report before being released to a regulatory body. All contributors to a document must approve the content before publication or release into the public domain.

18.to keep secure and confidential and not share or copy to any non-member of the SMDSA unless specifically agreed in formal meeting, all draft or working documents, reports, minutes, dialogue, comments, responses, views and opinions of members, regulators or experts obtained from any source for the purpose of internal review, consultation, policy or guidance development, or responses to consultations, transmitted to or from the SMDSA or its agents unless already in the public domain.

19.to accept that in the event of a Member knowingly and deliberately violating or committing a breach of the above, (of which the Association shall be the sole judge) then, should the Association in formal meeting so resolve, the person or organisation so named will cease to be a Member.

20.to accept that there may be instances not covered by the above, where the Association must consider whether a Member has brought its good name into disrepute by failure to honour the precept of mutual trust implied by Membership; and that the Association's Council must then determine appropriate remedies, including specific warning, or, ultimately, expulsion from Membership, in order both to correct the instance and to prevent its recurrence.