

Company number: 4125764
Charity number: 1159512

Certificate of Passing Written Resolution

of

Waste and Resource Action Programme ("the Charity")

I certify that the following resolution was passed as a special resolution of the Charity on 6 April 2018:

SPECIAL RESOLUTION

That the Articles of Association attached to this resolution be and are hereby approved and adopted as the Articles of Association of the Charity in substitution for and to the exclusion of the existing Memorandum and Articles of Association of the Charity.

The revised Articles of Association referred to in the above resolution were in the form attached to this certificate of passing.



Gareth Prior
Company Secretary

Date: 6/4/2018

THURSDAY



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12/04/2018

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COMPANIES HOUSE

Company Number: 4125764

THE COMPANIES ACTS 1985 TO 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

THE WASTE AND RESOURCES ACTION PROGRAMME

GENERAL

1. Definitions and Interpretation

1.1 In these Articles the following words shall have the following meanings:

Word	Meaning
"2006 Act"	the Companies Act 2006;
"Articles"	these Articles of Association as altered from time to time;
"Board"	the Board of directors of WRAP;
"Board Member"	a director of the Board for the time being of WRAP;
"clear days"	in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given or on which it is to take effect;
"Companies Acts"	the Companies Act 1985 and the 2006 Act and every other statute, statutory regulation or order for the time being in force concerning companies registered under the 1985 Act or the 2006 Act;
"Connected"	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Board Member; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Board Member which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which a Board Member is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
"electronic address"	any address or number used for the purpose of sending or receiving notices, documents or information by electronic means;

"electronic communication"	any document or information sent or supplied in electronic form within the meaning of section 1168 2006 Act;
"electronic form"	has the same meaning as in section 1168 2006 Act;
"electronic means"	has the same meaning as in section 1168 2006 Act;
"Member"	persons who are appointed in accordance with Article 5 who shall have full rights of membership as set out in these Articles;
"month"	calendar month;
"representative"	the representative of a Member who attends general meetings on behalf of that Member and of whose identity and status the Secretary has been notified in writing;
"the Office"	the registered office of WRAP;
"person"	any individual or corporate body;
"the Secretary"	the Secretary for the time being of WRAP;
"Subsidiary Company"	any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
"the United Kingdom"	Great Britain and Northern Ireland;
"WRAP" or the "Company"	the Waste and Resources Action Programme.

- 1.2 And words importing the singular number only shall include the plural number, words denoting any gender include every gender, words denoting persons include bodies corporate and unincorporate and references to the whole include the part and, in each case, vice versa. Headings shall not affect interpretation.
- 1.3 Subject as aforesaid, any words or expressions defined in the Companies Acts, shall if not inconsistent with the subject or context, bear the same meanings in the Articles.
- 1.4 Any reference elsewhere in these Articles to any statute or statutory provision includes a reference to any modification or re-enactment of it for the time being in force.
- 1.5 Any reference to writing includes a reference to any method of reproducing words in a legible form and documents or information sent or supplied in electronic form or made available on a website are in 'writing' for the purposes of these Articles.
- 1.6 Any reference to doing something by electronic means includes doing it by an electronic communication.
- 1.7 Any reference to a signature or to something being signed or executed includes an electronic signature or other means of verifying the authenticity of an electronic communication which the Board may from time to time approve, a signature printed or reproduced by mechanical or other means or any stamp or other distinctive marking made by or with the authority of the person required to sign the document to indicate it is approved by such person.

2. The provisions of section 113 of the 2006 Act shall be observed by WRAP and every Member of WRAP other than Board Members shall either sign a written consent to become a member or sign the register of members on becoming a Member.
3. The provisions of the schedule to these Articles, which were formerly in WRAP's memorandum of association, shall apply as if incorporated within these Articles.

MEMBERSHIP

4. The Board may from time to time determine objective and reasonable criteria for membership of WRAP.
5. Except for Board Members, every person who wishes to become a Member of WRAP shall deliver to WRAP an application for membership in such form (if any) as the Board require to be executed by him. Every Board Member shall on appointment to the Board automatically become a Member and acceptance of appointment to the Board shall constitute consent to being a Member.
6. Except for Board Members, upon being granted membership to the Company by the Board, a Member shall submit to the Company an instrument naming his representative who shall exercise all the powers of the Member. The instrument appointing the representative for a Member shall be in writing and must be deposited at the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of appointment shall not be treated as valid. The instrument shall be valid until revoked or replaced.
7. An instrument appointing a representative shall be in the following form:

"Waste and Resources Action Programme"

We, a Member of WRAP hereby appoint and failing him/her as our representative at all meetings of WRAP.

Signed by a duly authorised signatory of)

)

Dated:)

Signed by a duly authorised signatory of)

)

Dated:)

8. A Member, other than a Board Member, shall pay to WRAP such subscription (if any) and at such times as the Board shall determine.

DETERMINATION OF MEMBERSHIP

9. A Member may at any time withdraw from the Company by giving at least three calendar months' notice to WRAP in writing to the Secretary addressed to him or her at the Office.
10. Membership of WRAP may be revoked by the Board in accordance with Article 11.
11. The Board may revoke the membership of any Member of WRAP if the Board is satisfied that the Member:

- 11.1 is more than six months in arrears with his subscription (if any) or other sums;
- 11.2 has acted, or omitted to act, in such a way as to bring WRAP into disrepute;
- 11.3 has acted, or omitted to act, in a manner inconsistent with the objects of WRAP or which leads the Board to conclude that the member is not committed to the objects of WRAP;
- 11.4 has become bankrupt or insolvent or has made any arrangement or composition with his creditors generally.
- 12. A Board Member shall cease to be a Member immediately upon ceasing to be a Board Member.

GENERAL MEETINGS

- 13. The Board may whenever they think fit convene a general meeting, and general meetings shall also be convened on requisition, or in default may be convened by such requisitionists, as provided by sections 303 and 305 of the 2006 Act.
- 14. Not less than 14 clear days' written notice of every annual general meeting and of all other general meetings of WRAP shall be given in the manner hereinafter mentioned to such persons (including the auditors) as are under these Articles or under the Companies Acts *entitled to receive such notices from WRAP, such written notice to specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business.*
- 15. The accidental omission to give notice of a general meeting to, or the non-receipt of such notice by, any person entitled to receive notice hereof shall not invalidate any resolution passed, or proceedings, at any general meeting.
- 16. Where WRAP has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address subject to any conditions or limitations specified in the relevant notice of meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 17. All business shall be deemed special business that is transacted at an annual general meeting with the exception of the consideration of the profit and loss account and balance sheet, the reports of the Board and of the auditors, and the appointment of, and the fixing of the remuneration of, the auditors. The general nature of any special business to be considered by a general meeting shall be stated in the written notice of that general meeting pursuant to Article 14 above.
- 18. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided three Members present personally shall be a quorum. A Member shall be regarded as being present personally through the presence of his notified representative.
- 19. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of the Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Board may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.
- 20. Where all the Members for the time being entitled to receive notice of and attend and vote at general meetings have been sent notice of a resolution together with a statement prepared by the Secretary indicating the arguments which have been expressed in favour of and against the resolution, that resolution in writing signed by:

20.1 in the case of an ordinary resolution, a simple majority; and

20.2 in the case of a special resolution, 75%,

of all the Members for the time being entitled to receive notice of and attend and vote at general meetings shall be as valid and effectual as if it had been passed at a meeting of Members duly convened and held and may consist of several documents in the like form (including facsimile transmission) each signed by one or more Members. For the purposes of section 297 of the 2006 Act, a proposed written resolution lapses if it is not passed before the end of the period of 14 days beginning with the circulation date.

21. The chairman, if any, of the Board or in his or her absence some other Board Member shall preside as chairman of the meeting, but if neither the chairman nor such other Board Member (if any) be present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
22. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.
23. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjournment meeting.
24. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the chairman or by at least three Members present in person or by proxy, and unless a poll be so demanded a declaration by the chairman of a meeting that a resolution has been carried, or carried unanimously or by particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of WRAP shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn. For the avoidance of doubt an ordinary resolution shall be passed by a simple majority of the Members entitled to vote who do vote in person or by proxy and a special resolution shall be passed by 75% of the Members entitled to vote who do vote in person or by proxy.
25. Subject to the provisions of Article 26 of these Articles, if a poll be demanded in any manner aforesaid, it shall be taken at such time and place, and in such manner, as the chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
26. No poll shall be demanded on the election of a chairman of a meeting, or on any question of adjournment.
27. In the case of an equality of votes, whether on a show of hands or on a poll, the resolution shall be deemed not to have been passed. The chairman shall not have a second or casting vote.
28. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

29. Subject as hereinafter provided, each Member shall have one vote.
30. Save as herein expressly provided, no Member other than a Member duly registered shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Member, at any general meeting.
31. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
32. Votes may be given either personally or by proxy. A vote is given personally where it is given by a Member or a Member's representative.
33. The instrument appointing a proxy for a Member:
- 33.1 which is in hard copy form, must be deposited at such address as may be specified in the notice convening the meeting or if no such address is specified, at the Office;
- 33.2 which is in electronic form, must be received at the electronic address specified in the notice convening the meeting or in any appointment of proxy or invitation to appoint a proxy sent out or made available by WRAP in relation to the meeting,
- not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
- A proxy instrument in default of this Article shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
34. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
35. An instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

"Waste and Resources Action Programme"

We, of a Member of WRAP hereby appoint as our proxy to vote for us on our behalf at the annual/extraordinary general meeting of WRAP to be held on and at any adjournment thereof.

Signed by a duly authorised signatory of)

)

Dated:)

Signed by a duly authorised signatory of)

)

Dated:)

This form is to be used in favour of/against the resolution/unless otherwise instructed the proxy will vote as he or she thinks fit.

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

THE BOARD OF DIRECTORS OF WRAP

36. The Board shall comprise not more than 12 directors appointed by the Board.
37. Board Members shall be appointed for such terms as the Board decides, not exceeding 4 years.
38. Board Members shall not normally serve more than 2 consecutive terms of office.
39. Subject to the provisions of the schedule to these Articles, the Board may appoint one or more Board Members to hold any executive office in WRAP (including that of executive chairman, chief executive or managing director) for such period (subject to the Companies Acts) and on such terms as it may decide and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any contract between the Board Member and WRAP.
40. The remuneration of a Board Member appointed to any executive office shall be fixed by the Board in compliance with the schedule to these Articles and may be by way of salary, commission or otherwise and either in addition to or inclusive of his remuneration as a Board Member.
41. A Board Member appointed as executive chairman, chief executive or managing director shall automatically cease to hold that office if he ceases to be a Board Member but without prejudice to any claim for damages for breach of any contract of service between him and WRAP.

POWERS OF THE BOARD

42. The business of WRAP shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of WRAP as they think fit, and may exercise all such powers of WRAP, and do on behalf of WRAP all such acts as may be exercised and done by WRAP, and as are not by the Companies Acts or by the Articles required to be exercised or done by WRAP in general meeting, subject nevertheless to any such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by WRAP in general meeting; but no regulation made by WRAP in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
43. The Board Members for the time being may act notwithstanding any vacancy in their body; provided always that in case the Board Members shall at any time be or be reduced in number to less than the quorum prescribed under Article 46 of these Articles, it shall be lawful for them to act as the Board for the purpose of approving new Board Members or summoning a general meeting, but not for any other purpose.

PROCEEDINGS OF THE BOARD

44. The Board shall meet together at least four times a year (and more frequently as they may from time to time think fit) for the dispatch of business, and may adjourn and otherwise regulate their meetings as they think fit.
45. A Board member shall be treated as present at a meeting of the Board notwithstanding that he or she is not physically present if he or she is in communication with the meeting by voice or video telecommunication link and, for the purpose of these Articles, meetings of the Board shall include meetings held by voice or video telecommunication link provided that the voice or video telecommunication link is so arranged that it is possible for each Board Member to hear and be heard by, or in the case of video telecommunication link, see and be seen by each other person participating in the meeting and the terms "meeting" and "meet" shall be construed accordingly.
46. A quorum shall be three Board Members. A Board Member who is in communication by voice or video telecommunication link for the purposes of a meeting of the Board pursuant to Article 45 of these Articles, shall be counted as part of the quorum for such meeting, provided that the voice or video telecommunication link is so arranged that it is possible for each Board Member to hear and be heard by, or in the case of video telecommunication link, see and be seen by each other person participating in the meeting. Questions arising at any meeting shall be decided by a majority of votes, each Board Member present having one vote. In case of an equality of votes the chairman shall not have a second or casting vote and the resolution shall not be passed. The meeting is deemed to take place where the largest group of participating Board Members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
47. Any two Board Members may, at any time, summon a meeting of the Board by notice served upon the Board Members. A Board Member who is absent from the United Kingdom shall only be entitled to notice of a meeting if he or she has provided WRAP with an address for service.
48. A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under these Articles vested in the Board generally.
49. The Board Members may appoint a Board Member to chair their meetings and act as chairman of the Board for such period and on such terms as they think fit. The person so appointed for the time being is known as the chairman. If the chairman is not able to participate in a Board Members' meeting, the participating Board Members shall appoint one of themselves to chair it.
50. All acts bona fide done by any meeting of the Board or by any person acting as a Board Member shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Board Member.
51. The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting,, shall be sufficient evidence without any further proof of the facts therein stated.
52. A resolution in writing signed by all the Board Members for the time being who are entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and constituted. Any such resolution may consist of several documents in the like form (including facsimile transmission) and signed by one or more of the Board Members for the time being entitled to receive notice of a meeting of the Board.

53. Subject to these Articles and the Companies Acts, the Board Members may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Board Members.

DELEGATION OF THE FUNCTIONS OF THE BOARD

54. The Board may delegate (with power to sub-delegate) any of its powers, authorities and discretions to committees and may delegate (with power to sub-delegate) day to day management of WRAP to a chief executive and / or other executive officers in accordance with this Article 54 but the Board may not delegate the matters specified in Article 55:
- 54.1 Committees shall consist of such persons as the Board thinks fit so long as one or more of such persons is a Board Member, and any committee so formed shall, in exercise of the powers, authorities and discretions so delegated, conform to all regulations imposed upon it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. The acts and proceedings of such committees shall be reported fully to the Board.
- 54.2 In the case of delegation of the day to day management of WRAP to a chief executive or other executive officers:
- 54.2.1 the delegated power shall be to manage WRAP by implementing the policy and strategy adopted by and within a budget approved by the Board and (if applicable) to advise the Board in relation to such policy, strategy and budget;
- 54.2.2 the Board shall provide any such executive officer with a description of his or her role and the extent of his or her authority; and
- 54.2.3 any executive officer must report regularly to the Board on the activities undertaken in managing WRAP and provide the Board regularly with management accounts which are sufficient to explain the financial position of WRAP.
55. The Board shall not delegate any of the following matters to a committee:
- 55.1 the approval of the annual estimates of income and expenditure;
- 55.2 ensuring the solvency of WRAP and the safeguarding of its assets;
- 55.3 the determination of the criteria for membership of WRAP.

DISQUALIFICATION OF DIRECTORS

56. The office of a Board Member shall be vacated if:
- 56.1 he or she ceases to be a Member;
- 56.2 by notice in writing to WRAP he or she resigns his or her office;
- 56.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- 56.4 he or she becomes of unsound mind;
- 56.5 he or she ceases to hold office by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Board Member of WRAP;

- 56.6 he or she has acted so as to bring WRAP into disrepute and/or in a manner in a manner inconsistent with the objects of WRAP or which indicates that he or she is not committed to the objects of WRAP and the Board resolves to remove him or her from office on that ground.

REMUNERATION AND EXPENSES OF DIRECTORS

57. The provisions of the schedule to these Articles as to the remuneration of and reimbursement of expenses of Board Members shall apply.

DIRECTORS' CONFLICTS OF INTEREST

58. For the purpose of section 175 of the 2006 Act (but subject to section 181 of the 2006 Act) the Board may authorise any matter proposed to it in accordance with these Articles which would, if not so authorised, involve a breach of duty by a Board Member under that section, including, without limitation, any matter which relates to a situation in which a Board Member has, or can have, an interest which conflicts, or possibly may conflict, with the interests of WRAP.

- 58.1 Any such authorisation will be effective only if:

58.1.1 any requirement as to quorum at the meeting at which the matter is considered is met without counting the Board Member in question or any other interested Board Member; and

58.1.2 the matter was agreed to without the interested Board Member voting or would have been agreed to if the interested Board Member's vote had not been counted.

- 58.2 The Board may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions it expressly imposes but such authorisation is otherwise given to the fullest extent permitted.

- 58.3 The Board may vary or terminate any such authorisation at any time.

- 58.4 For the purposes of these Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

59. Subject to the Companies Acts and the provisions of the schedule to these Articles, provided that he has disclosed to the Board the nature and extent of his interest, a Board Member notwithstanding his office:

- 59.1 may be a party to, or otherwise interested in, any transaction or arrangement with WRAP or in which WRAP is otherwise (directly or indirectly) interested;

- 59.2 may act by himself or his firm in a professional capacity for WRAP (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Board Member;

- 59.3 may be a Board Member or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which WRAP is otherwise (directly or indirectly) interested.

60. Provided that the provisions of paragraphs 6 to 9 of the schedule to these Articles have been complied with, a Board Member shall not, by reason of his office, be accountable to WRAP for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate:

- 60.1 the acceptance, entry into or existence of which has been approved by the Board pursuant to Article 58 (subject, in any such case, to any limits or conditions to which such approval was subject); or

- 60.2 which he is permitted to hold or enter into by virtue of Article 59 above,
nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the 2006 Act.
61. Any disclosure required by Article 59 may be made at a meeting of the Board, by notice in writing or by general notice or otherwise in accordance with section 177 2006 Act.
62. A Board Member shall be under no duty to WRAP with respect to any information which he obtains or has obtained otherwise than as a Board Member of WRAP and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the Board pursuant to Article 58. In particular, the Board Member shall not be in breach of the general duties he owes to WRAP by virtue of sections 171 to 177 of the 2006 Act because he fails:
- 62.1 to disclose any such information to the Board or to any Board Member or other officer or employee of WRAP; and/or
- 62.2 to use or apply any such information in performing his duties as a Board Member of WRAP.
63. Where the existence of a Board Member's relationship with another person has been approved by the Board pursuant to Article 58 and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the Board Member shall not be in breach of the general duties he owes to WRAP by virtue of sections 171 to 177 of the 2006 Act because he:
- 63.1 absents himself from meetings of the Board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
- 63.2 makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by WRAP and/or for such documents and information to be received and read by a professional adviser;
for so long as he reasonably believes such conflict of interest or possible conflict of interest subsists.
64. The provisions of Articles 62 and 63 are without prejudice to any equitable principle or rule of law which may excuse the Board Member from:
- 64.1 disclosing information, in circumstances where disclosure would otherwise be required under these Articles; or
- 64.2 attending meetings or discussions or receiving documents and information as referred to in Article 63, in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles.

SECRETARY

65. The Board shall appoint the Secretary for such term, at such remuneration and upon such conditions as the Board shall think fit and any Secretary so appointed may be removed by the Board. The provisions of sections 274 and 280 of the 2006 Act shall apply.

RECORDS AND ACCOUNTS

66. The Board Members shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit

or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 66.1 annual reports;
 - 66.2 annual returns; and
 - 66.3 annual statements of account.
67. The accounting records shall be kept at the Office, or subject to the provisions of the Companies Acts, at such other place or places as the Board shall think fit, and shall be open to the inspection of the Members of WRAP, of any organisation approved by the Board for so long as it is so approved, of the officers of WRAP and of the auditors of WRAP.

NOTICES

68. A notice may be served by WRAP upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his or her registered address as appearing in the register of Members; PROVIDED THAT service may be effected by such other methods as have been notified by a Member in writing to the Secretary as being acceptable methods of service, such methods to include but not be limited to facsimile and electronic communication.
69. Any Member described in the register of Members by an address not within the United Kingdom, who shall from time to time give WRAP an address within the United Kingdom or a facsimile number or electronic address at which notices may be served upon him, her or it, shall be entitled to have notices served upon him, her or it at such address or number, but, save as aforesaid and as provided by the Companies Acts, only those Members who are described in the register of Members by an address within the United Kingdom shall be entitled to receive notices from WRAP. Nothing in this Article shall be construed as preventing the Company from serving notice on a Member at an address outside the United Kingdom if requested to do so by that Member.
70. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid first class letter. Any notice, if served by facsimile or electronic communication or such other method of service as shall have been specified by a Member as acceptable, shall be deemed to have been served one hour after receipt by the dispatcher of a notice or message confirming successful transmission, and in proving such service it shall be sufficient to prove that the notice was directed to the proper number or address and that transmission to that number or address was confirmed to the dispatcher as having been successful.
71. Any notice, document or other communication that has been made available on a website shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with Article 81 or, if later, the date on which it is first made available on the website.
72. Any notice in writing, document or other communication not sent by post but left at a registered address or address at which a notice, document or other communication may be given shall be deemed to have been given on the day it was so left.
73. Notices shall be in the following form:
- 73.1 Except where otherwise expressly stated, any notice to be given to or by any person under these Articles shall be in writing or, to the extent permitted by the Companies Acts and subject to Article 73.2, contained in an electronic communication.

- 73.2 The Board may from time to time specify the form and manner in which a notice may be given to WRAP by electronic means, including one or more addresses for the receipt of an electronic communication, and may prescribe such procedures as it thinks fit for verifying the authenticity or integrity of any such electronic communication. A notice may be given to WRAP by electronic means only if it is given in accordance with the requirements specified by the Board.
74. Subject to the Companies Acts, a notice, document or other communication may be given by WRAP to any Member by electronic means to such address as may from time to time be authorised by the Member concerned or by publishing it on a web site where:
- 74.1 WRAP and that Member have agreed to the use of electronic communication for sending copies of documents to the Member and:
- 74.1.1 the documents are documents to which the agreement applies; and
- 74.1.2 copies of the documents are sent using electronic communication to such address (or to one of such addresses if more than one) as may for the time being be notified by the Member to WRAP for that purpose; or
- 74.1.3 WRAP and that Member have agreed to that Member having access to documents on a website (instead of documents being sent to him); and:
- (a) the Member has agreed (generally or specifically) that the notice, document or other communication may be sent or supplied to him by being made available on a website (and has not revoked that agreement), or the Member has been asked by WRAP to agree that WRAP may send or supply notices, documents and other communications generally, or the notice, document or other communication in question, to him by making it available on a website and WRAP has not received a response within the period of 28 days beginning on the date on which WRAP's request was sent and the Member is therefore taken to have so agreed (and has not revoked that agreement);
 - (b) the Member is sent a notification of the presence of the notice, document or communication on a website, the address of that website, the place on that website where it may be accessed, and how it may be accessed ("notification of availability");
 - (c) in the case of a notice of meeting, the notification of availability states that it concerns a notice of a Company meeting, specifies the place, time and date of the meeting, and states whether it will be an annual general meeting; and
 - (d) the notice, document or communication continues to be published on that website, in the case of a notice of meeting, throughout the period beginning with the date of the notification of availability and ending with the conclusion of the meeting and in all other cases throughout the period specified by any applicable provision of the Companies Acts, or, if no such period is specified, throughout the period of 28 days beginning with the date on which the notification of availability is sent to the Member, save that if the notice, document or communication is made available for part only of that period then failure to make it available throughout that period shall be disregarded where such failure is wholly attributable to circumstances which it would not be reasonable to have expected WRAP to prevent or avoid.
- 74.2 A Member of WRAP which is itself a Company shall be deemed to have agreed that WRAP may send a notice or other document in accordance with Article 74.1.1 above if the Member is deemed by a provision in the Companies Acts to have agreed that the notice or document may be so sent.

75. For the purposes of giving notices of meetings, documents or other communications, whether under the Companies Acts, a provision in these Articles or any other instrument, WRAP may determine that persons entitled to receive such notices, documents or other communications are those persons entered on the register at the close of business on a day determined by it.

IRREGULARITIES

76. The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

INDEMNITY

77. Subject to the Companies Acts, every person who is or was a Board Member or other officer (excluding an auditor) of WRAP or any associated company, directly or indirectly, shall be indemnified out of the assets of WRAP against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office but:
- 77.1 this indemnity shall not apply to any liability to the extent that it is recovered from any other person; and
- 77.2 the indemnity is subject to such officer taking all reasonable steps to effect such recovery, to the intent that the indemnity shall not apply where an alternative right of recovery is available and capable of being enforced.
78. Subject to the Companies Acts, WRAP may at the discretion of the Board provide every Board Member or other officer (excluding an auditor) of WRAP with funds to meet expenditure incurred or to be incurred by him (or to enable such Board Member or officer to avoid incurring such expenditure) in defending any civil or criminal proceedings, any regulatory actions or investigations or in connection with any application under the provisions referred to in section 205(5) of the 2006 Act.

EXCLUSION OF MODEL ARTICLES

79. The relevant model articles for a company limited by guarantee are hereby expressly excluded.

DISSOLUTION

80. At any time before, and in expectation of, the winding up or dissolution of the Company, the members of the Company or, subject to any resolution of the members, the Board Members, may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways:
- 80.1 directly for the objects of the Company; or
- 80.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:
- 80.2.1 for purposes similar to the objects of the Company; or
- 80.2.2 for use for particular purposes that fall within the objects of the Company.

- 80.3 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 80 (except to a member that is itself an institution chosen to benefit under this Article 80).
- 80.4 If no resolution is passed in accordance with Article 80.1 the net assets of the Company shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

Schedule

1. The objects for which WRAP is established are:
 - 1.1 The protection and preservation of the environment for the public benefit, in particular but without limitation by:
 - 1.2 the promotion and encouragement of sustainable resource use by means of the promotion and facilitation of sustainable product design, waste minimisation, re-use, recycling and reprocessing of waste materials and sustainable waste management;
 - 1.3 the provision and encouragement of expertise, knowledge and best practice in relation to sustainable resource use;
 - 1.4 the improvement of understanding of the waste stream and the opportunities for re-use, recycling and reprocessing;

and 'sustainable' means able to meet the needs of the present without compromising the ability of future generations to meet their own needs.
2. The powers of WRAP, which may be used to further the objects but not further or otherwise shall be:
 - 2.1 to provide information, advice and training gratuitously or otherwise;
 - 2.2 to provide consultancy services gratuitously or otherwise;
 - 2.3 to establish and operate a helpline offering advice on sustainable resource use;
 - 2.4 to hold exhibitions, meetings, lectures, classes, workshops, seminars, conferences and courses either alone or with others, gratuitously or otherwise;
 - 2.5 to write or cause to be written, and printed or otherwise reproduced and disseminated, gratuitously or otherwise, reports, periodicals, magazines, books, leaflets or other documents or materials stored electronically, optically, magnetically or on paper;
 - 2.6 to encourage, facilitate and support, financially or otherwise, education in sustainable resource use
 - 2.7 to disseminate, gratuitously or otherwise, guidance and codes on good practice in relation to sustainable resource use;
 - 2.8 to publicise and promote the objects of WRAP through all media and forms of communication;
 - 2.9 to encourage and make representations in support of such changes to the standards and practices of industry as may be considered desirable or necessary;
 - 2.10 to promote, sponsor and commission research and development in areas conducive to the objects of WRAP;
 - 2.11 to call for, collect, review, and evaluate articles, papers, books, and the results of research conducted by any person and to disseminate the same and the results of any review or evaluation;
 - 2.12 to collect, disseminate and retain in databases, whether electronically or otherwise, data and information relevant to the objects of WRAP, complying at all times with the Data Protection Act 1998;

- 2.13 to support and invest in recycling capacity and the identification, development and marketing of technologies and processes for the recycling and re-use of waste materials by such methods as may be considered fit;
- 2.14 to create financial instruments;
- 2.15 to encourage and facilitate the development of markets for reused, recycled and waste products;
- 2.16 to identify, by the analysis of data and information, by undertaking market research or by such other methods as may be thought fit, potential users for products made from recycled or waste materials and barriers to development of the market for such products;
- 2.17 to co-operate and collaborate with institutions, agencies, societies (incorporated or unincorporated), businesses, industry representatives, local government and national government and other organisations or persons and to enter into and carry into effect agreements for such co- operation and collaboration;
- 2.18 to support, financially or otherwise institutions, agencies, societies (unincorporated or incorporated), businesses and any other bodies engaging in work which furthers the attainment of the objects of WRAP;
- 2.19 to encourage, facilitate and support, financially or otherwise, communication and co-operation between institutions, agencies, societies (incorporated or unincorporated), businesses, industry representatives, local government and national government and other organisations or persons engaging in work which furthers the attainment of the objects of WRAP;
- 2.20 to encourage, facilitate and support, financially or otherwise, communication and co-operation between businesses or persons producing waste and users or potential users of that waste and between businesses or persons engaged in the production of waste and recycled products and consumers or potential consumers of those products;
- 2.21 to accept subscriptions, donations, grants, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of WRAP and to sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- 2.22 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of WRAP in the shape of donations, subscriptions or otherwise;
- 2.23 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 2.24 to lend, borrow or raise money for the objects of WRAP on such terms and on such security as may be thought fit;
- 2.25 to take and accept gifts of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of WRAP.
- 2.26 (to invest and apply the moneys of WRAP in any way (whether or not it involves any liability or produces any income or gain);
- 2.27 to place any moneys of WRAP not immediately required for its purposes on deposit with a bank approved by the board of WRAP;
- 2.28 to make any charitable donations either in cash or assets for the furtherance of the objects of WRAP;

- 2.29 to employ, engage, pay or provide such persons whose services may be deemed expedient in order to carry out or promote all or any of the objects, in particular to supervise, organise, carry on the work of and advise WRAP;
- 2.30 to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit and in particular to provide indemnity insurance for the Board Members or any other officer of the Company in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Board Member, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Company);
- 2.31 to establish and support, and to aid in the establishment and support of, any other association formed to promote all or any of the objects of WRAP;
- 2.32 to amalgamate with any companies, institutions, societies or associations which have objects altogether or mainly similar to those of WRAP and which prohibit the payment of any dividend or profit to and distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of WRAP these Articles;
- 2.33 to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which WRAP is authorised to amalgamate;
- 2.34 to transfer all or any part of the property, assets, liabilities and engagements of WRAP to any body with which WRAP is authorised to amalgamate;
- 2.35 to pay out of the funds of WRAP the costs, charges and expenses of and incidental to the formation and registration of WRAP;
- 2.36 to establish subsidiary companies;
- 2.37 to do all such other lawful things as shall further the objects or any of them;

PROVIDED THAT in case WRAP shall take or hold any property which may be subject to any trusts, WRAP shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

- 3. The income and property of WRAP shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or transferred directly by way of dividend bonus or otherwise howsoever by way of profit, or indirectly by way of dividend bonus or otherwise howsoever by way of profit to its members or to any of them provided that nothing herein shall prevent any payment in good faith by WRAP:
 - 3.1 (subject to paragraphs 4 to 6) of reasonable and proper remuneration to any member, officer or servant of WRAP for any services rendered to WRAP;
 - 3.2 (subject to paragraphs 4 to 6) of interest on money lent by any member of WRAP at any rate per annum not exceeding 2% less than the base lending rate prescribed for the time being by the Company's bankers or 3% whichever is greater;
 - 3.3 (subject to paragraphs 4 to 6) any reasonable and proper rent for premises let by any member to the Company;
 - 3.4 any payments to a member who is also a Board Member which are permitted under paragraphs 4 to 6.
- 4. No Board Member may:

- 4.1 sell goods, services or any interest in land to the Company;
- 4.2 be employed by, or receive any remuneration from, the Company; or
- 4.3 receive any other financial benefit from the Company;

unless the payment is permitted by paragraphs 5 or 6 or authorised by the court or the Charity Commission.

5. A Board Member may receive the following benefits from the Company:

- 5.1 a Board Member or person Connected to a Board Member may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company;
- 5.2 a Board Member or person Connected to a Board Member may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;
- 5.3 a Board Member or person Connected to a Board Member may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Board Members (including services performed under a contract of employment with the Company and, in the case of a Board Member, the service of acting as Board Member) provided that this provision and paragraph 6 may only apply to fewer than half of the Board Members in any financial year (and for these purposes this provision shall be treated as applying to a Board Member if it applies to a person who is a person Connected to that Board Member);
- 5.4 a Board Member or person Connected to a Board Member may receive interest at a reasonable and proper rate on money lent to the Company;
- 5.5 a Board Member or person Connected to a Board Member may receive reasonable and proper rent for premises let to the Company;
- 5.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with paragraph 2.29; and
- 5.7 a Board Member or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 79;

provided that where benefits are conferred under paragraph 5, Articles 58 to 64 (Conflicts of Interest) must be complied with by the relevant Board Member in relation to any decisions regarding the benefit.

Subsidiary Companies

- 6. A Board Member may receive the following benefits from any Subsidiary Company:
 - 6.1 a Board Member or a person Connected to a Board Member may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Company or of any Subsidiary Company;
 - 6.2 a Board Member or a person Connected to a Board Member may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
 - 6.3 a Board Member or a person Connected to a Board Member may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the approval of the Board Members, (including services performed

under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and paragraph 5.3 may only apply to fewer than half of the Board Members in any financial year (and for these purposes this provision shall be treated as applying to a Board Member if it applies to a person Connected to that Board Member);

- 6.4 a Board Member or a person Connected to a Board Member may, with the approval of the Board Members, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 6.5 a Board Member or a person Connected to a Board Member may, with the approval of the Board Members, receive reasonable and proper rent for premises let to any Subsidiary Company;
- 6.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its Board Members and officers; and
- 6.7 a Board Member or a person Connected to a Board Member may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Board Member may not take part in any decision of the Board Members to approve a benefit under paragraphs 6.3 to 6.5.

OSCR

- 7. If the Company is registered with the Office of the Scottish Company Regulator the additional requirements under section 67 of the Charities and Board Member Investment (Scotland) Act 2005 must be complied with.
- 8. The liability of the members is limited.
- 9. Every member of WRAP undertakes to contribute such amount as may be required (not exceeding £1) to the assets of WRAP if it should be wound up while she or he is a member or within one year after she or he ceased to be a member, for payment of WRAP's debts and liabilities contracted before she or he ceased to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

Company Number: **4125764**

THE COMPANIES ACTS 1985 TO 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

of

THE WASTE AND RESOURCES ACTION PROGRAMME

WE, the subscribers to this Memorandum of Association, are desirous of being formed into a company in pursuance of this Memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS

THE SECRETARY OF STATE FOR THE ENVIRONMENT, TRANSPORT AND THE REGIONS

Eland House
Bressenden Place
London SW1E 5DU

[PRINT NAME] *Philip Wansbroughs* [SIGN] *[Signature]*

[PRINT TITLE] *DIRECTOR* duly authorised signatory

WITNESS [SIGN] *Sara Jane Randall*

[PRINT NAME] *S. J. RANDALL*

ADDRESS *DETR, 123 VICTORIA ST.*

LONDON

SW1E 6DE

DATE *11/12/00*

THE ENVIRONMENTAL SERVICES ASSOCIATION

154 Buckingham Palace Road
London SW1W 9TR

DICK NICHOLS

[PRINT NAME] Dick Nichols [SIGN] Dick Nichols

[PRINT TITLE] Chief Executive duly authorised signatory

WITNESS [SIGN] Jane Randall

[PRINT NAME] S. J. RANDALL

ADDRESS DETR 123 VICTORIA ST

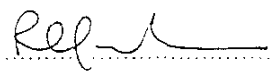
LONDON


SW1E 6DG

DATE 11th June 2001

WASTEWATCH

Europa House
13-17 Ironmonger Row
London
EC1V 3QG

RAYMONA LAWRENCE
[PRINT NAME].....GEORGESON.....[SIGN].....
EXECUTIVE DIRECTOR,
[PRINT TITLE].....WASTE WATCH..... duly authorised signatory

WITNESS [SIGN].....
[PRINT NAME].....S. J. RANDALL.....
ADDRESS DETR, 123 VICTORIA STREET
LONDON SW1E 6DE

DATE.....11/12/00.....