

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Memorandum of Association of

Cornwall Waste Action Limited

1. The name of the company is "Cornwall Waste Action Limited " (referred to in this document as "the Company").
2. The registered office of the Company will be situated in England and Wales.
3. In reading the objects set out below, the term 'sustainability' shall be understood to be defined by the process towards its attainment, which itself was defined in the Bruntland Report (1987) and adopted at the Earth Summit in Rio:

"Sustainable development is development that meets the needs of the present without compromising the ability of future generations to meet their own needs".

4. The objects of the Company shall be:
 - (a) To advance the education of the public in issues relating to sustainability.
 - (b) To act as a co-ordinating body for the development of practical, community based organisations and initiatives working towards greater sustainability in Cornwall.
 - (c) To promote and encourage greater emphasis on issues of sustainability in the decisions and practices which effect the development and maintenance of communities.
 - (d) To undertake the research and development, collection and dissemination of information about waste management and other practices which promote more sustainable communities.
 - (e) To carry out any related business activities that may directly or indirectly lead to greater sustainability.
 5. In furtherance of the above but not otherwise, the Company shall have the following powers:
 - (a) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
 - (b) To publish books, pamphlets, reports, leaflets, journals, web sites, films and instructional matter;
 - (c) To hold lectures, seminars, conferences, courses, and exhibitions;
 - (d) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them and to hold funds in trust for same;
 - (e) Subject to such consents as may be required by law (if any) to borrow or raise money for the Company on such terms and on such security as may be thought fit;
 - (f) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
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- (g) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects;
- (h) To provide indemnity insurance to cover the liability of the members of the Board of Directors (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty which they may be guilty in relation to the Company; (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance in the case of (i) above shall not extend to any claim arising from any act or omission which the members of the Board of Directors knew to be a breach of trust or breach of duty or which was committed by the members of the Board of Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Board of Directors in their capacity as directors of the Company and in the case of (ii) shall not extend to any liability to make such a contribution where the basis of the Board of Directors member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;
- (i) To invest the moneys of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also to the provisions of this Memorandum of Association;
- (j) To sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Company subject to such consents as may be required by law and subject also to the provisions of this Memorandum of Association;
- (k) To engage or employ such personnel, whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the Company;
- (l) To open and operate bank accounts and other facilities for banking in the name of the Company;
- (m) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

PROVIDED THAT:

- (n) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
 - (o) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
6. The Company and its activities shall be non-party political, non-sectarian in religion, and non-discriminatory of race or sexual orientation.
 7. The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the members of the Company, PROVIDED THAT nothing shall prevent any payment in good faith by the Company:
 - (a) Of the usual professional charges for business done by any member of the Board of Directors who is a solicitor, accountant or other person engaged in a profession, or by any partner of her or his, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Board of Directors benefit under this provision

and that a member of the Board of Directors shall withdraw from any meeting at which her or his appointment or remuneration, or that of her/his partner, is under discussion.

- (b) Of interest on money lent by any member of the Company (or of its Board of Directors) at a rate per annum not exceeding 2 per cent less than the base lending rate of the Company's bankers or 3 per cent, whichever is the greater;
 - (c) Of reasonable and proper rent for premises demised or let by any member of the Company (or of its Board of Directors);
 - (d) Of grants, loans, donations or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is a member of the Company or is represented on the Board of Directors, provided that any such assistance is exclusively in respect of charitable activities in furtherance of the objects of the Company;
 - (e) Of any premium as permitted by clause 4 (h).
 - (f) To any member of the Board of Directors who shall at that time hold a valid employment contract and be paid a salary pursuant to that contract.
 - (g) To any member of the Board of Directors in respect of reasonable out-of-pocket expenses.
8. The Company will not apply any of its funds for the benefit of landfill operators who make contributions to it through the Landfill Tax Credit Scheme. Nor will it apply any of its funds for the benefit of any third parties who make payments to landfill operators towards their contributions through the landfill Tax Credit Scheme.
9. The liability of the members is limited.
10. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he or it is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which s/he or it ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding one pound.
11. If upon the winding up or dissolution of the Company there remains, after the satisfaction of its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to an extent as least as great as is imposed on the Company under or by virtue of clause 6 above, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to this provision, then to some other charitable object.