

**The Companies Act 1985**

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**Company Limited by Shares**

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**Memorandum**

**and**

**Articles of Association**

**of**

**Reconomy**

**Community Interest Company**

NB: REconomy CIC changed its name to REalliance Economy CIC on 10th December 2008; this document remains valid.

**The Companies Act 1985**

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**Company Limited by Shares**

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**Memorandum of Association**

**Of**

**Reconomy**

**Community Interest Company**

## **1 COMMUNITY INTEREST COMPANY**

The Company is to be a community interest company.

## **2 NAME**

The Company's name is "Reconomy Community Interest Company".

## **3 REGISTERED OFFICE**

The Company's registered office will be in England and Wales.

## **4 OBJECTS**

The Company's object is to carry on activities which benefit the community and in particular (without limitation) to: -

promote and develop the capacity of social purpose organisations engaging in sustainable resource management (especially reuse, recycling, waste minimisation and composting activities) so as to:-

- (a) protect and safeguard the environment and help to relieve poverty and social exclusion;
- (b) provide waste minimisation, re-use, recycling, re-processing, composting and other resource management facilities and services;
- (c) advance community and local economic development, citizenship, voluntarism and other social economy solutions to resource challenges;
- (d) advance public education about economic, environmental, social and other matters related to the reduction, re-use, recycling and composting of household, commercial and industrial waste as a means of materials conservation and the reduction of greenhouse gas emissions.

## **5 POWERS**

The Company has the power to do anything which is incidental or conducive to the furtherance of its object.

## **6 LIMITED LIABILITY**

The liability of the Members is limited.

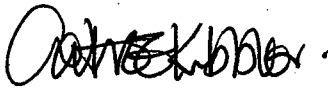

## **7 SHARE CAPITAL**

The Company's share capital is £100,000, divided into 99,996 Ordinary Shares of £1 each and four "A" Shares of £1. The rights attached to the two classes of shares are set out in the

Articles of Association and shall have effect as if those provisions were repeated here.

We, the subscribers to this Memorandum, wish to form a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names, Addresses and Signatures of Subscribers


		Number of 'A Shares' subscribed for
1.	Signature: 	[1]
	Name: CATH KIBBLER	
	Address: 	
	Date: 11/02/08	



Acting on behalf of: Community Composting Network

Witness to the above signature:  Nick M'Allister

Signature:

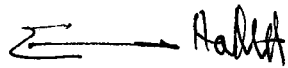
Name: Nick M'Allister

Address: 

2.	Signature: 	[1]
	Name: ANDY MOORE	
	Address: 	
	Date: 11th February 2008	


Acting on behalf of: Community Recycling Network

Witness to the above signature:

Signature:  Hallett

Name: EMMA HALLETT

Address: [REDACTED]

3. Signature:  [1]


Name: PAUL SMITH

Address: [REDACTED]

Date: 11/2/08

Acting on behalf of: Furniture Reuse Network

Witness to the above signature:

Signature: 

Name: EMMA HALLETT

Address: [REDACTED]

4. Signature:  [1]

Name: MATTHEW THOMSON

Address: [REDACTED]

Date: 11/2/08

Acting on behalf of: London Community Recycling Network

Witness to the above signature:

Signature: 

Name: EMMA HALLETT

Address: [REDACTED]

**The Companies Act 1985**

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**Company Limited by Shares**

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**Articles of Association**

**of**

**Reconomy**

**Community Interest Company**

**PART ONE: DEFINITIONS AND INTERPRETATION**

**1 DEFINITIONS**

In these Articles the following terms shall have the following meanings.

<b>Term</b>	<b>Meaning</b>
<b>“The Companies Acts”</b>	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force
<b>“2004 Act”</b>	the Companies (Audit, Investigations and Community Enterprise) Act 2004
<b>“address”</b>	in relation to electronic communications, includes any number or address used for the purposes of such communications
<b>“Articles”</b>	the Company’s Articles of Association
<b>“Asset Locked Body”</b>	a community interest company, Charity, Northern Ireland Charity or Scottish Charity or a body established outside Great Britain that is equivalent to any of those persons
<b>“Chair”</b>	the meaning given in article 16
<b>“Charity”</b>	(except in the phrase, “Scottish Charity”) the meaning given by Section 96 of the Charities Act 1993
<b>“clear days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
<b>“Company”</b>	Reconomy Community Interest Company
<b>“Director”</b>	a Director of the Company, including any person occupying the position of Director, by whatever name called
<b>“Directors’ functions”</b>	the meaning given in article 5(1)

<b>“electronic communication”</b>	the meaning given in the Electronic Communications Act 2000
<b>“holder”</b>	in relation to any shares, the Member whose name is entered in the Company’s register of Members as the holder of those shares
<b>“in writing”</b>	written printed or transmitted writing including by electronic communication
<b>“majority decision”</b>	the meaning given in article 11
<b>“Members”</b>	the members of the Company as defined in the Companies Acts, being individuals and corporate bodies that hold one or more shares in the Company
<b>“Memorandum”</b>	the Company’s Memorandum of Association
<b>“Regulations”</b>	the Community Interest Company Regulations 2005
<b>“Regulator”</b>	the Regulator of Community Interest Companies
<b>“relevant quorum”</b>	the meaning given in article 15(1)
<b>“remuneration”</b>	any reasonable payment or benefit received, or to be received, by a Director or employee of the Company in consideration for that Director’s or employee’s services to the Company, and any arrangement in connection with the payment of a pension, allowance or gratuity to or in respect of any person who is to be, is, or has been a Director or employee of the Company or any of its predecessors in business
<b>“Scottish Charity”</b>	a body entered in the Scottish Charity Register
<b>“Secretary”</b>	the individual appointed as Company Secretary under article 40
<b>“shares”</b>	shares in the Company

“subsidiary” the meaning given in section 736 of the Companies Act 1985

“unanimous decision” the meaning given in article 10.

## **2 INTERPRETATION**

(2.1) Unless the context requires otherwise, words or expressions defined in:

- (a) the Companies Acts,
- (b) the 2004 Act, or
- (c) the Regulations,

have the same meaning in the Articles.

(2.2) Without prejudice to the generality of paragraph (2.1):

- (a) “**community**” is to be construed in accordance with section 35 of the 2004 Act and Part 2 of the Regulations;
- (b) “**financial year**” has the meaning given in section 223 of the Companies Act 1985;
- (c) “**transfer**” includes every description of disposition, payment, release or distribution and the creation or extinction of an estate or interest in, or right over, any property, or, in Scotland, a right, title or interest in or over any property.

2.3 Unless the context requires otherwise, all references to legislative provisions are to the legislation concerned as amended, repealed, re-enacted or replaced and in force from time to time.

2.4 Unless the context requires otherwise, words in the singular include the plural and words in the plural include the singular.

2.5 All headings and explanatory notes are included for convenience only: they do not form part of the Articles, and shall not be used in the interpretation of the Articles.

## **3 TABLE A**

The provisions contained in Table A of the Schedule to the Companies (Table A to F) Regulations 1985 shall not apply.

## **PART TWO: ASSET LOCK**

## **4 TRANSFER OF ASSETS**

4.1 The Company shall not transfer any of its assets other than for full consideration.

4.2 Provided the conditions specified in paragraph (4.3) are satisfied, paragraph (4.1) shall not apply to:

- (a) the transfer of assets to any Asset Locked Body specified in the Memorandum or Articles for the purposes of this article or (with the consent of the Regulator) to any other Asset Locked Body;
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets to an Asset Locked Body;
- (c) the payment of dividends in respect of shares in the Company;
- (d) the distribution of assets on a winding up;
- (e) payments on the redemption or purchase of the Company's own shares;
- (f) payments on the reduction of share capital; and
- (g) the extinguishing or reduction of the liability of Members in respect of share capital not paid up on the reduction of share capital.

4.3 The conditions are that the transfer of assets:

- (a) must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum or the Articles; and
- (b) must not exceed any limit imposed by, or by virtue of, Part 2 of the 2004 Act.

4.4 If:

- (a) the Company is wound up under the Insolvency Act 1986; and
- (b) all its liabilities have been satisfied,

then any remaining residual assets shall be given or transferred in equal portions to the Asset Locked Bodies specified in the Memorandum and Articles for the purposes of this article. For the purposes of this article, the following Asset Locked Bodies are specified as potential recipients of the Company's assets under paragraphs (4.2) and (4.4).

Name(1):	Community Composting Network
Registered Charity Number:	1113028
Registered Company Number	4769772
Registered Office / Principal office address:	67 Alexandra Road Sheffield S2 3EE

Name(2):	Community Recycling Network
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Registered Charity Number: 4672026  
Registered Company Number: 1102277  
Registered Office / Principal office address: 57 Prince St  
Bristol BS1 4QH

Name(3): Furniture Reuse Network  
Registered Charity Number: 1090824  
Registered Company Number: 4154818  
Registered Office / Principal office address: 48-54 West Street  
St Philips  
BRISTOL  
BS2 0BL

Name(4): London Community Recycling Network  
Registered Charity Number: 1118616  
Registered Company Number: 4232551  
Registered Office / Principal office address: The Grayston Centre  
28 Charles Square  
London N1 6HT

### **PART THREE: DIRECTORS' FUNCTIONS**

#### **5 DIRECTORS' GENERAL AUTHORITY TO MANAGE THE COMPANY**

5.1 The Directors' functions are:

- (a) to manage the Company's business; and
- (b) to exercise all the powers of the Company for any purpose connected with the Company's business.

5.2 The Directors may delegate their functions in accordance with the Articles.

#### **6 DIRECTORS' GENERAL AUTHORITY TO DELEGATE FUNCTIONS**

6.1 Subject to the Articles, the Directors may delegate any of their functions to any person they think fit.

6.2 The Directors must not delegate to any person who is not a Director any decision connected with:

- (a) the taking of decisions by Directors;
- (b) the appointment of a Director or the termination of a Director's appointment; or
- (c) the declaration of a dividend.

6.3 Any delegation under paragraph (6.1) may authorise further delegation of the Directors' functions by any person to whom they are delegated.

## **7 COMMITTEES OF DIRECTORS**

7.1 Two or more Directors are a “committee” if the Directors have:

- (a) delegated any of the Directors’ functions to them; and
- (b) indicated that they should act together in relation to that function.

7.2 The provisions of the Articles about how the Directors take decisions shall apply, as far as possible, to the taking of decisions by committees.

## **PART FOUR: DECISION-MAKING BY DIRECTORS**

### **8 SCOPE OF RULES**

8.1 References in the Articles to decisions of Directors are to decisions of Directors which are connected with their functions.

8.2 Except where the Articles expressly provide otherwise, provisions of the Articles about how the Directors take decisions do not apply:

- (a) when the Company only has one Director; or
- (b) to decisions delegated to a single Director.

### **9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

Any decision which the Directors take:

- (a) must be either a unanimous decision or a majority decision; and
- (b) may, but need not, be taken at a meeting of Directors.

### **10 UNANIMOUS DECISIONS**

10.1 The Directors take a unanimous decision when they all indicate to each other that they share a common view on a matter.

10.2 A unanimous decision need not involve any discussion between Directors.

### **11 MAJORITY DECISIONS**

11.1 The Directors take a majority decision if:

- (a) every Director has been made aware of a matter to be decided by the Directors;

- (b) all the Directors who indicate that they wish to discuss the matter have had a reasonable opportunity to communicate their views on it to each other; and
- (c) a majority of those Directors vote in favour of a particular conclusion on that matter.

11.2 Paragraph 11.1(a) does not require communication with any Director with whom it is not practicable to communicate, having regard to the urgency and importance of the matter to be decided.

11.3 In case of an equality of votes, the Chair shall have a second or casting vote.

11.4 A Director who is an alternate director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.

11.5 Except as provided by paragraphs (11.3) and (11.4), in all proceedings of Directors each Director must not have more than one vote.

11.6 Directors participating in the taking of a majority decision otherwise than at a meeting of Directors:

- (a) may be in different places, and may participate at different times; and
- (b) may communicate with each other by any means.

## **12 MEETINGS OF DIRECTORS**

12.1 Any Director may call a meeting of Directors.

12.2 Every Director must be given reasonable notice of a meeting of Directors.

12.3 Paragraph (12.2) does not require notice to be given:

- (a) in writing; or
- (b) to Directors to whom it is not practicable to give notice, having regard to the urgency and importance of the matters to be decided, or who have waived their entitlement to notice.

12.4 Directors participating in a meeting of Directors:

- (a) must participate at the same time, but may be in different places; and
- (b) may communicate with each other by any means.

## **13 CONFLICTS OF INTEREST**

13.1 In this article, a "relevant interest" is:

- (a) any interest which a Director has in; or

- (b) any duty which a Director owes to a person other than the Company in respect of, an actual or proposed transaction or arrangement with the Company.

13.2 For the purposes of paragraph 13.1(a), a Director shall be deemed to have an interest in a transaction or arrangement if:

- (a) the Director or any partner or other close relative of the Director has an actual or potential financial interest in that transaction or arrangement;
- (b) any person specified in paragraph 13.2(a) is a partner in a firm or limited partnership, or a director of or a substantial shareholder in any Company, which has an actual or potential commercial interest in that transaction or arrangement; or
- (c) any other person who is deemed to be connected with that Director for the purposes of section 317 of the Companies Act 1985 has a personal interest in that transaction or arrangement.

13.3 Subject to paragraph 13.8(b), a Director who has a relevant interest must disclose the nature and extent of that interest to the other Directors.

13.4 Subject to paragraphs (13.5) and (13.6), when the Directors take a majority decision on any matter relating to a transaction or arrangement in which a Director has a relevant interest:

- (a) no Director who has such a relevant interest may vote on that matter; and
- (b) for the purposes of determining whether a relevant quorum is present, or whether a majority decision has been taken in relation to that matter, such a Director's participation in the decision-making process shall be ignored.

13.5 Paragraph (13.4) does not apply:

- (a) if the Director's interest cannot reasonably be regarded as giving rise to any real possibility of a conflict between the interests of the Director and the Company; or
- (b) if the Director's interest only arises because the Director has given, or has been given, a guarantee, security or indemnity in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries.

13.6 The Members may by ordinary resolution decide to disapply paragraph (13.4), either in relation to majority decisions generally or in relation to a particular decision.

13.7 Subject to the Companies Acts, if a Director complies with paragraph (13.3):

- (a) that Director:
  - (i) may be a party to, or otherwise interested in, the transaction or arrangement in which that Director has a relevant interest; and

- (ii) shall not, by reason of being a Director, be accountable to the Company for any benefit derived from that transaction or arrangement; and

(b) the transaction or arrangement in which that Director has a relevant interest shall not be liable to be treated as void as a result of that interest.

13.8 For the purposes of paragraph (13.3):

(a) a general notice given to the Directors that a Director is to be regarded as having a specified interest in any transaction or arrangement shall be deemed to be a disclosure that the Director has an interest in any such transaction or arrangement of the nature and extent so specified; and

(b) any interest of which a Director has no knowledge, and could not reasonably be expected to have knowledge, shall be disregarded.

#### **14 RECORDS TO BE KEPT**

14.1 The Directors are responsible for ensuring that the Company keeps a record in writing of:

- (a) every unanimous or majority decision taken by the Directors; and
- (b) every declaration by a Director of an interest in an actual or proposed transaction with the Company.

14.2 Any record kept under paragraph (14.1) must be kept:

- (a) for at least ten years from the date of the decision or declaration recorded in it;
- (b) together with other such records; and
- (c) in such a way that it is easy to distinguish such records from the Company's other records.

#### **15 SPECIFIED NUMBER OF DIRECTORS FOR MAJORITY DECISIONS**

15.1 Subject to paragraph (15.2), no majority decision shall be taken by the Directors unless three members or two thirds of the total membership, whichever is the greater, (the "relevant quorum") participate in the process by which the decision is taken and are entitled to vote on the matter on which the decision is to be taken.

15.2 If the Company has one or more Directors, but the total number of Directors is less than the relevant quorum, the Directors may take a majority decision:

- (a) to appoint further Directors; or
- (b) that will enable the Members to appoint further Directors.

## **16 CHAIRING OF MAJORITY DECISION MAKING PROCESSES**

- 16.1 The Directors shall appoint a Director to chair the taking of all majority decisions by them.
- 16.2 If the person appointed under paragraph (16.1) is for any reason unable or unwilling to chair a particular majority decision making process, the Directors shall appoint another Director to chair that process.
- 16.3 The Directors may terminate an appointment made under paragraph (16.1) or paragraph (16.2) at any time.
- 16.4 A Director appointed under this article shall be known as the Chair for as long as such appointment lasts.

## **17 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

- 17.1 Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions.
- 17.2 The Directors must ensure that any rule which they make about how they take decisions is communicated to all persons who are Directors while that rule remains in force.

## **18 DEFECT IN APPOINTMENT**

18.1 This article applies if:

- (a) a decision is taken by the Directors, or a committee of the Directors, or a person acting as a Director; and
- (b) it is subsequently discovered that a person who, acting as a Director, took, or participated in taking, that decision:
  - (i) was not validly appointed as a Director;
  - (ii) had ceased to hold office as a Director at the time of the decision;
  - (iii) was not entitled to take that decision; or
  - (iv) should, in consequence of a conflict of interest, not have voted in the process by which that decision was taken.

18.2 Where this article applies:

- (a) the discovery of any defect of the kind specified in paragraph 18.1(b) shall not invalidate any decision which has been taken by, or with the participation of, the person in relation to whom that defect exists; and

(b) any such decision shall be as valid as if no such defect existed in relation to any person who took it or participated in taking it.

## **PART FIVE: DIRECTORS' APPOINTMENT AND TERMS OF SERVICE**

### **19 NUMBER OF DIRECTORS**

There shall be no restriction on the maximum number of Directors and the minimum number shall be three. There shall be at least three directors who are neither employees nor trustees of holders of 'A' shares

19.2 A person shall not be a Director unless that person:

- (a) is a Member of the Company or is the duly appointed representative of a corporate body which is a Member; and
- (b) is elected or appointed as a Director in accordance with the Articles.

### **20 APPOINTMENT OF DIRECTORS**

20.1 The first Directors shall be the persons named in the Form 10 upon incorporation

20.2 Thereafter, Directors may be appointed:

- (a) by ordinary resolution of the Members; or
- (b) by decision of the Directors.

20.3 No powers to appoint Directors may be given to persons who are not Members which immediately after their exercise could result in the majority of the Directors having been appointed by persons who are not Members.

### **21 LIMITS ON DIRECTORS' FUNCTIONS**

21.1 The members may, by special resolution:

- a) alter the scope of the Directors' functions; or
- b) require the Directors to act in a specified manner.

21.2 No special resolution passed under paragraph (21.1) shall have retrospective effect.

### **22 TERMINATION OF DIRECTORS' APPOINTMENT**

22.1 A person shall cease to be a Director if:

- (a) that person ceases to be a Member;

- (b) that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited by law from being a Director;
- (c) any notice to the Company that that person is resigning or retiring from office as Director takes effect (except that where such resignation or retirement would otherwise lead to the Company having fewer than three Directors, it shall not take effect until sufficient replacement Directors have been appointed);
- (d) a contract/agreement under which that person is appointed as a Director of, or personally performs services for, the Company or any of its subsidiaries terminates, and the Directors decide that that person should cease to be a Director;
- (e) the Directors decide, at a meeting of Directors, that that person should be removed from office, but such a decision shall not be taken unless the person in question has been given:
  - (i) at least fourteen clear days' notice in writing of the proposal to remove that person from office, specifying the circumstances alleged to justify removal from office; and
  - (ii) a reasonable opportunity of being heard by, or of making representations in writing to, the Directors.

22.2 No powers to remove Directors may be given to persons who are not Members which immediately after their exercise could result in either:

- (a) the majority of the remaining Directors having been appointed by persons who are not Members; or
- (b) the number of Directors removed during the financial year of the Company by persons who are not Members exceeding the number of the remaining Directors,

but this shall not prevent a Director from appointing, or subsequently removing, an alternate director, if permitted to do so by the Articles.

## **23 DIRECTORS' REMUNERATION AND OTHER TERMS OF SERVICE**

- 23.1 Subject to the Companies Acts, the Articles, the Company satisfying the community interest test, and any resolution passed under paragraph (23.2), the Directors may decide the terms (including as to remuneration) on which a Director is to perform Directors' functions, or otherwise perform any service for the Company or any of its subsidiaries.
- 23.2 The Members may by ordinary resolution limit or otherwise specify the remuneration to which any Director may be entitled, either generally or in particular cases.

## **24 DIRECTORS' EXPENSES**

The Company may meet all reasonable expenses which the Directors properly incur in connection with:

- (a) the exercise of their functions; or
- (b) the performance of any other duty which they owe to, or service which they perform for, the Company or any of its subsidiaries.

## **25 ALTERNATE DIRECTORS**

25.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him or her. Except as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his or her own acts and defaults and he or she shall not be deemed to be the agent of the director appointing him or her.

25.2 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his or her appointer is a member, to attend and vote at any such meeting at which the director appointing him or her is not personally present, and generally to perform all the functions of his or her appointer as a director in his or her absence but shall not be entitled to receive any remuneration from the company for his or her services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

25.3 An alternate director shall cease to be an alternate director if his or her appointer ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed at the meeting at which he or she retires, any appointment of an alternate director made by him or her which was in force immediately prior to his or her retirement shall continue after his or her reappointment.

25.4 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.

## **PART SIX: SHARES**

### **26 AUTHORISED SHARE CAPITAL**

26.1 The authorised share capital of the Company is £100,000 divided into 99,996 Ordinary Shares of £1 each and four "A" Shares of £1. Upon allotment, all shares shall be fully paid-up in respect of their nominal value.

26.2 The Ordinary Shares and the "A" Share shall constitute different classes of shares for the purpose of the Companies Acts. Such Ordinary Shares and the "A" Share shall rank equally in all respects, subject to the rights and restrictions contained in these Articles and in any shareholder's agreements applying to such shares.

26.3 The Company may issue Members with one or more certificates for their respective shares in such form as the Directors decide.

## **27 ALLOTMENT**

27.1 Upon allotment, all shares shall be fully paid up in respect of their nominal value.

27.2 No share shall be issued at a price greater than its nominal value.

27.3 Subject to the provisions of the Companies Act and to any relevant authority of the Company in general meeting required by the Companies Act, unissued shares at the date of these Articles and any shares hereafter created shall be at the disposal of the Directors which may allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of them, or rights to subscribe for or convert any security into shares, to such persons (including the Directors themselves), at such times and generally on such terms and conditions as the Directors may decide, provided that no share shall be issued at a discount.

## **28 CONSENT OF THE "A" SHAREHOLDERS**

In addition to any other authority required by law and without prejudice to the restrictions contained in these Articles as to the modification of the rights attached to classes of shares, the consent or sanction of the "A" Shareholders shall be required:

(a) to the creation, allotment or issue of any shares or securities by the Company or to the grant of any option or other rights to require the allotment or issue of them or to the modification, variation, alteration or abrogation of the rights attaching to any of the classes of shares in the capital of the Company or to the consolidation or sub-division or other re-organisation of the Company's share capital or any part of it; or

(b) to the passing of any resolution amending the memorandum of association of the Company or these Articles (including this Article); or

(c) to the purchase or redemption of or to any distribution of capital, profits or reserves of the Company in respect of any shares otherwise than in accordance with the provisions of these Articles; or

(d) to the passing of any resolution to wind up the Company otherwise than by reason of insolvency; or

(e) to any material change in the nature of the business of the Company; or

(f) for the Company to lend money (except in the ordinary course of its business or to a wholly-owned subsidiary for use in the ordinary course of that subsidiary's business) or give any guarantee or indemnity (except in the normal course of its business or for the benefit of or in favour of a wholly-owned subsidiary in respect of transactions in the ordinary course of that subsidiary's business); or

(g) for the Company or any subsidiary to capitalise any undistributed profits (whether or not they are available for distribution) and including profits standing to the credit of any reserve or any sum standing to the credit of its share premium account or capital redemption reserve.

## **29 TRANSFER OF SHARES**

29.1 The Directors may refuse to register the transfer of a share:

- (a) to a person of whom they do not approve;
- (b) if it is not lodged at the registered office of the Company or such other place as the Directors may appoint; or
- (c) if it is not accompanied by:
  - (i) such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and
  - (ii) such other information as they may reasonably require.

29.2 If the Directors refuse to register a transfer of a share they shall, within 2 months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

29.3 The provisions of this article apply in addition to any restrictions on the transfer of a share which may be set out elsewhere in the Memorandum or Articles.

## **30 TRANSMISSION OF SHARES**

30.1 If a Member dies, or ceases to exist, the Company shall purchase that Member's shares in accordance with the Articles and that Member's personal representatives (or, in Scotland, executors), or that Member, shall sell such shares to the Company at their nominal value.

30.2 Each Member and each Member's personal representatives (or, in Scotland, executors) irrevocably appoint the Company to be his, her, its or their attorney or agent in his, her, its or their name and on his, her, its or their behalf to do all such things and to sign all such documents as may be necessary in order to give the Company the full benefit of the provisions of this article (and in particular but without limitation, in respect of any third party a certificate signed by any duly authorised officer of the Company that any thing or document falls within the authority hereby conferred shall be conclusive evidence that this is the case).

### **31 PURCHASE OF OWN SHARES**

Subject to the Articles the Company may purchase its own shares (including any redeemable shares) and may make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares. Any share so purchased shall be purchased at its nominal value.

### **32 ALTERATION OF CAPITAL**

32.1 Subject to the Companies Acts and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Members by special resolution determine, subject to the approval of the "A" Shareholders.

32.2 The Members may by special resolution, subject to the approval of the "A" Shareholders:

- (a) increase the Company's share capital by new shares of such amount as the resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the Companies Acts, sub-divide its shares, or any of them, into shares of smaller amount, and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have preference or advantage as compared with others;
- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled;
- (e) alter or abrogate the special rights for the time being attached to any class of shares for the time being in issue may from time to time (whether or not the Company is being wound up).

32.3 The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking equally with them.

## **PART SEVEN: DIVIDENDS**

### **33 PROCEDURE FOR DECLARING DIVIDENDS**

Subject to the Companies Acts, the 2004 Act, the Regulations and the Articles, the Directors may decide to declare and pay such dividends to Members as:

- (a) appear to the Directors to be justified by the Company's profits;

- (b) are in accordance with Members' respective rights; and
- (c) are authorised by an ordinary resolution of the Members and approved by the "A" Shareholders.

#### **34 PAYMENT OF DIVIDENDS**

34.1 Subject to paragraphs (34.2) and (34.3), the Company shall pay any dividend or other money payable by it in respect of a share by means of:

- (a) a transfer to a bank account specified in writing by the holder; or
- (b) a cheque sent by post to the registered address of the holder.

34.2 If two or more persons hold a share, or are jointly entitled to it by reason of the death or bankruptcy (or, in Scotland, sequestration) of the holder (or one of two or more joint holders), the Company shall pay any dividend or other money payable by it in respect of the share:

(a) by means of a transfer to a bank account specified in writing by the holder who is named first in the register of Members, or a cheque sent by post to that holder's registered address; or

(b) (if the death or bankruptcy (or, in Scotland, sequestration) of the first named holder has resulted in two or more persons becoming jointly entitled to the share), by means of a transfer to a bank account specified in writing by all the persons jointly entitled to it, or a cheque sent by post to an address specified in writing by them.

34.3 The Company may agree another means of paying such dividend or other money with any person entitled to specify a bank account for the payment of a dividend or other money under paragraph (34.2).

#### **35 RIGHT TO DIVIDEND FORFEITED IF UNCLAIMED FOR TWELVE YEARS**

Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so decide, be forfeited and cease to remain owing by the Company.

### **PART EIGHT: MEMBERS, GENERAL MEETINGS AND MEMBERS' RESOLUTIONS**

#### **36 MEMBERS**

36.1 All holders of Ordinary and "A" Shares shall be Members of the Company.

36.2 Each Member which is a corporate body shall appoint a representative who shall during the continuance of their appointment be entitled to participate in the affairs of the Company

and exercise all such rights and powers as the Member would exercise if it were an individual person. A corporate Member may replace its representative at any time and shall promptly advise the Company of any such change.

36.3 A Member shall cease to be a Member if she, he or it transfers all of his, her or its shares to someone else or surrenders them to the Company.

### **37 GENERAL MEETINGS**

37.1 The Directors may decide to call a general meeting at any time.

37.2 The Directors shall call a general meeting on receiving a requisition to that effect in accordance with the Companies Acts.

### **38 NOTICE**

38.1 Notice of general meetings shall be given to every Member, the Directors and the Company's auditors (if any).

38.2 All general meetings shall be called by at least 14 clear days' notice in writing.

38.3 Every notice calling a general meeting shall specify:

- (a) the place, date and time of the meeting; and
- (b) the general nature of the business to be transacted.

38.4 In the case of an annual general meeting, the notice shall specify that the meeting is an annual general meeting.

38.5 If a special resolution is to be proposed, the notice shall contain a statement to that effect and set out the text of the special resolution.

### **39 QUORUM**

39.1 No business shall be transacted at any meeting unless a quorum is present.

39.2 The quorum for a general meeting shall be three members or two thirds of the total membership, whichever is greater, present in person (or, in the case of a corporate Member, by its duly appointed representative) and entitled to vote on the business to be transacted.

39.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned for a minimum of seven days until such time as the Directors determine.

#### **40 CONDUCT OF BUSINESS – GENERAL**

40.1 The Chair or, in the absence of the Chair, some other Member chosen by the Members shall preside as chair of the general meeting.

40.2 The chair:

(a) may adjourn the meeting from time to time and from place to place, with the consent of a meeting at which a quorum is present; and

(b) shall do so if so directed by the meeting or in accordance with the Articles.

40.3 No business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

40.4 When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

40.5 Except as required by law, all decisions of the Members at a general meeting shall be made by ordinary resolution.

#### **41 VOTING PROCEDURES**

41.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is duly demanded before, or on the declaration of, the show of hands.

41.2 A poll may be demanded by:

(a) the chair;

(b) at least two Members; or

(c) a Member or Members representing not less than one tenth of total voting rights of all the Members having the right to vote at the meeting.

41.3 On a show of hands every Member present in person or by proxy (or, in the case of a corporate Member, by its duly authorised representative) shall have one vote. On a poll Members shall have one vote for each share which they own.

41.4 A person who is not a Member shall not have any right to vote at a general meeting of the Company (except as the proxy or (in the case of a corporate Member) duly authorised representative of a Member).

41.5 Paragraphs (41.3) and (41.4) are without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

41.6 Unless a poll is held:

(a) a declaration by the chair that a resolution has been:

- (i) carried;
- (ii) carried unanimously, or by a particular majority;
- (iii) lost; or
- (iv) not carried by a particular majority, and

an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

41.7 A poll shall be taken at the general meeting as the chair directs and the chair may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

41.8 In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have as a Member.

41.9 The proceedings at any general meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting.

41.10 No objection shall be raised to the qualification of any voter except at the general 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 chair whose decision shall be final and binding.

## **42 MINUTES**

42.1 The Directors shall cause minutes to be made and kept, in writing, of all proceedings at general meetings of the Company.

42.2 Any such minute, if purported to be signed by the chair of the meeting, or by the chair of the next succeeding general meeting, shall be sufficient evidence of the proceedings.

## **43. MEMBERS' RESOLUTIONS**

43.1 Any decision that could be made at a General Meeting of the Company may be made by written resolution, other than a decision to remove an auditor or a director before the expiry of their term of office.

- 43.2 The majorities required to pass a written resolution are as follow:
- (a) for an ordinary resolution, approval is required from a simple majority of the Members eligible to vote;
  - (b) for a special resolution, approval is required from not less than 75% of the Members eligible to vote.

43.3 The document indicating a member's approval of a written resolution must be sent to the Company in hard copy form or in electronic form. A Member's agreement to a written resolution, once signified, may not be revoked.

43.4 A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to Members. A written resolution is passed as soon as the required majority of eligible Members have signified their agreement to it.

## **PART NINE: MISCELLANEOUS**

### **43 COMPANY SECRETARY**

43.1 Subject to the provisions of the Companies Acts, the Directors shall decide to appoint an individual to act as Company Secretary for such term and at such remuneration and upon such other conditions as they may think fit.

43.2 The Directors may decide to remove a person from the office of Secretary at any time.

### **44 ACCOUNTS AND REPORTS**

44.1 The Directors shall comply with the requirements of the Companies Acts and any other applicable law as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of annual reports and accounts.

44.2 Subject to paragraph (3), the Company's statutory books and accounting records shall be open to inspection by the Members during usual business hours.

44.3 The Company may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by Members.

### **45 NOTICES**

45.1 Except where the Articles provide otherwise, any notice to be given to or by any person under the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice.

45.2 The Company may give any notice to any person under the Articles:

- (a) in person;
- (b) by sending it by post in a prepaid envelope addressed to that person at that person's registered address, or by leaving it at that address;
- (c) by fax or by electronic communication to an address provided for that purpose; or
- (d) by posting it on a website, where the recipient has been notified of such posting in a manner agreed by that person.

45.3 A person present at any meeting shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

45.4 Proof that:

- (a) an envelope containing a notice was properly addressed, prepaid and posted; or
- (b) that an electronic communication or fax has been transmitted to the correct address or number,

shall be conclusive evidence that the notice was given.

45.5 A notice shall, unless the contrary is proved, be deemed to be given:

- (a) at the expiration of 48 hours after the envelope containing it was posted; or
- (b) in the case of a notice contained in an electronic communication or fax, at the expiration of 48 hours after the time it was transmitted.

## **46 INDEMNITY**

46.1 Subject to the Companies Acts, a Director shall be indemnified out of the Company's assets against any expenses which that Director incurs:

- (a) in defending civil proceedings in relation to the affairs of the Company (unless judgement is given against the Director and the judgement is final);
- (b) in defending criminal proceedings in relation to the affairs of the Company (unless the Director is convicted and the conviction is final);
- (c) in connection with any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (unless the Court refused to grant the Director relief, and the refusal is final).

46.2 Judgement, conviction or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect.

*Reconomy Memorandum & Articles of Association*


46.3 This article is without prejudice to any other indemnity to which a Director may be entitled.

*[Faint handwritten notes and signatures]*

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Names, Addresses and Signatures of Subscribers

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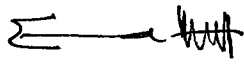
1. Signature:   
Name: CATH KIBBLER

Address: 

Date: 11/02/08

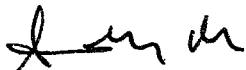
Acting on behalf of: Community Composting Network

Witness to the above signature:

Signature: 

Name: EMMA HALLETT

Address: 

2. Signature: 

Name: ANDY MOORE

Address: 

Date: 11th February 2008

Acting on behalf of: Community Recycling Network

Witness to the above signature:

Signature: 

Name: EMMA HALLETT

Address: 

3. Signature: 

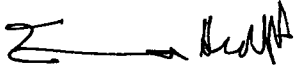
Name: Paul SMITH

Address: 

Date: 11/2/08

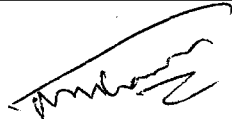
Acting on behalf of: Furniture Reuse Network

Witness to the above signature:

Signature: 

Name: Emma HALLETT

Address: 

4. Signature: 


Name: MATTHEW THOMSON

Address: 

Date: 11/02/08

Acting on behalf of: London Community Recycling Network

Witness to the above signature:

Signature: 

Name: Emma HALLETT

Address: 

