

COMPANY NO: 3524899

THE COMPANIES ACTS 1985, 1989 AND 2006

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

ARTICLES OF ASSOCIATION

of

ORIGINAL RECYCLING ASSOCIATION (ORA)

1. PRELIMINARY

Table A is the name given to the prescribed format for articles of association of a company limited by shares under the Companies Act 1985 and earlier legislation.

When a company limited by shares was incorporated, it didn't need to file articles if it used 'Table A' as its articles. Later versions of 'Table A' don't affect a company registered before the new versions took effect.

Articles 2 to 35 inclusive, 54, 55, 57, 102 to 108 inclusive, 110, 114, 116 and 117 of Table A shall not apply to the Articles of the Original Recycling Association but the remaining Articles of Table A shall apply.

Unless the context otherwise requires and except where defined as Article 3 herein, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the company.

Where there is a conflict between the meaning in the following Articles and Table A the wording in the following Articles shall apply.

Article 8.6 applies from the date of these Articles.

2. INTERPRETATION

In Article 1 of Table A, the definition of the "holder" shall be omitted.

3. DEFINITIONS

"Association" means the Original Recycling Association or "ORA"

"Articles" means the company's articles of association;

“Board” means the Directors of the Company, which shall consist of at least three directors including the Secretary, Chairman and Vice-Chairman;

“Chairman” is the person so appointed for the time being known as the Chairman;

“Chairman of the meeting” is the person appointed by the Directors present at a meeting if the Chairman is not participating in the Director’s meeting within 10 minutes of the start of that meeting;

“Code of Conduct” means the Guidance for Members and Officers on Association and Related Business Practices;

“Committee” means a maximum of seven individuals including the Board and other Officers.

“Due Date” means the annual date on which membership payment falls due which is 1st August;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“Member” means a subscribing company to the Memorandum of Association of the Original Recycling Association and has the meaning given in section 112 of the Companies Act 2006;

“Officer” means an elected individual from a Member company who represents the Association’s interest at Committee level;

“Ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“Participate”, in relation to a directors’ meeting has means in determining whether directors are participating in a directors’ meeting, it is irrelevant where any director is or how they communicate with each other. If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

“Proxy notice” has the meaning given in Article 12;

“Special resolution” has the meaning given in section 283 of the Companies Act 2006;

“Quorum” for a director’s meeting means unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting. The quorum for directors’ meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two. If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision to appoint further directors, or to call a general meeting so as to enable the members to appoint further directors.

4. MEMBERS

- 4.1 The subscribers to the Memorandum of Association of the Association and any such other companies as are admitted to membership in accordance with the Articles shall be Members of the Association.
- 4.2 Every company who wishes to become a member shall deliver to the Association an application for membership in such form as the directors require executed by them.
- 4.3 A Member may at any time withdraw from the Association by giving at least seven clear days notice to the Association. Membership shall not be transferable and shall cease if the company ceases trading, is dissolved or is in liquidation or administration.

5. CODES OF CONDUCT

- 5.1 All Members shall adhere to the rules and guidance as set out in the Original Recycling Association's Code of Conduct.
- 5.2 It is a condition of membership that members adhere to the latest Collections Working Group Standard and on request from the ORA Board provide resources to support its effective delivery.

6. TERMINATION OF MEMBERSHIP

- 6.1 A membership may be terminated for the following reasons:
 - 6.1.1 failure to pay fees by the Due Date means that membership will cease 60 days after the Due Date of payment;
 - 6.1.2 failure to abide by the Memorandum of Association and/or Articles of Association or by bringing the Association into disrepute.
 - 6.1.3 any Member may be expelled from the Association subject to 50% of the votes received by postal ballot of all the members being in favour of a proposal to that effect. Such a ballot may be called if three Members request it in writing;
 - 6.1.4 failure to abide by the Original Recycling Association's Code of Conduct;
 - 6.1.5 failure to provide annual statistical data, on request.

7. FINANCES

- 7.1 The Association financial year will run from 1st August until 31st July and the annual general meeting which shall approve the budget shall be held in October or November of each year at the Board's discretion.
- 7.2 The funds of the Association shall be held in a bank account designated by the Board and withdrawals must be jointly authorised by the Chair or Vice Chair and the Secretary. Drawings on the account must not exceed the amount held therein at any time.

- 7.3 The Director of the Association shall have no authority to spend or commit monies not approved in the budget agreed at the Annual General Meeting or not agreed during any subsequent Director's meeting.
- 7.4 Annual accounts for the Association are to be prepared by a Chartered Accountant and shall be presented for approval at the Annual General Meeting.
- 7.5 Appointment of an independent Chartered Accountant shall be approved at each Annual General Meeting.
- 7.6 Overall liability of Members of the Association shall be limited to a maximum of £5.00 each.

8. ORGANISATION

- 8.1 The Association will be run by the Board who may decide to consult with the Committee.
- 8.2 The Board may appoint a Director who is also the Secretary and entitled to receive a negotiated service fee and who is charged with the day to day running of the Association and responsible to the Board. Reasonable expenses incurred by the Director in carrying out his duties, when agreed in advance by the Board, shall be reimbursed from the Association funds.
- 8.3 The Duty of the Secretary shall be to achieve the outcomes identified in the Objects of the Association. He shall ensure that the Members needs and concerns are effectively articulated by actively soliciting their participation in Association meetings.
- 8.4 The Board shall meet at least four times a year to review the state of the Association and to receive a report from the Secretary. At least thirty days before each meeting notice shall be given to all Members and they are entitled to attend the meeting. Detailed minutes of the meeting will be circulated to all Members.
- 8.5 The Board shall be authorised to exercise their judgement, in the best interests of the Association, on any issues not specifically addressed in the Memorandum of Association and/or Articles of Association. Members shall be notified in writing within seven days of any actions taken.
- 8.6 Members of the Board shall serve for four years and may stand for re-election at the Annual General Meeting, subject to a maximum further consecutive period of four years.

9. NOTICE OF GENERAL MEETINGS

In Article 38 of Table A:

- 9.1 The words "The notice shall be given to all the members and to the directors and auditors" shall be substituted for the last sentence.

10. PROCEEDINGS AT GENERAL MEETINGS

- 10.1 The words "and at any separate meeting of the holders of any class of shares in the company" shall be omitted from Article 44 of Table A.

10.2 Paragraph (d) of Article 46 of Table A shall be omitted.

11. VOTES OF MEMBERS

11.1 The Association shall have two classes of membership:

11.1.1 Full/Voting – for companies engaged in the collection, processing, recovery, recycling or trading of wastes and waste derived products (which includes the sale of finished products processed or supplied by others);

11.1.2 Associate/Non Voting – open to companies, other persons and organisations in related activities

11.2 Non Voting Members shall be eligible to vote only on matters relating to the Membership Fees and finances of the Association

11.3 Each Voting Member of the Association shall be entitled to cast one vote in any ballot on a motion duly called under these Articles. Subject to Article 12 each Voting Member should nominate the individual authorised to vote on their behalf in accordance with Article 4.2. Any changes to the original nomination must be notified to ORA at its registered office address by the person or company secretary as appropriate to each Member's status.

11.4 In such a ballot, an ordinary resolution shall be deemed carried if 50% of the votes cast are in favour and a special resolution shall be deemed carried if 75% of the votes cast are in favour. All voting shall be by show of hands by Members present at any meeting taken together with postal and proxy votes presented in writing in accordance with Articles 11.3 and 12. In the event of equal numbers of votes being cast for and against any motion, the Chair shall have the casting vote.

11.5 Motions for consideration must be put in writing to the entire Membership fifteen days before the date of the ballot.

11.6 Annual fees are subject to change and notification of any change will be given by ORA in writing either by hard copy or electronic means at least seven days prior to the new annual fees being applied.

11.7 New Members joining during the ORA financial year will be subject to the appropriate pro rata annual fee.

11.8 Membership of The Association shall be subject to the applicant gaining the approval of the Board following a period which all existing Members shall have had at least thirty days notice of the application. The group shall have regard to comments received but is not bound to act upon them.

12. PROXY NOTICES

12.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which;

(a) states the name and address of the member appointing the proxy;

- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 12.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 12.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 12.4 Unless a proxy notice indicates otherwise, it must be treated as;
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 12.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 12.6 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 12.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 12.8 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

13. DIRECTORS' EXPENSES

The words "of any class of shares or" shall be omitted from Article 83 of Table A.

14. PROCEEDINGS OF DIRECTORS

In paragraph C of Article 94 of Table A the word "debentures" shall be substituted for the words "shares, debentures or other securities" in both places where they occur.

15. MINUTES

The words "of the holders of any class of shares in the company" shall be omitted from Article 100 of Table A.

16. AUTHORISATION OF CONFLICTS

- 16.1 The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:
- 16.1.1 any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Association and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties); and
 - 16.1.2 a Director to accept or continue in any office, employment or position in addition to his office as a Director of the Association and without prejudice to the generality of Article 1.1.1 may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises, provided that the authorisation is only effective if:
 - 16.1.3 any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director; and
 - 16.1.4 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.
 - 16.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with this Article then (subject to such terms and conditions, if any, as the Directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below):
 - 16.2.1 the Director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Association if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position;
 - 16.2.2 the Director may absent himself from discussions, whether in meetings of the Directors or otherwise, and exclude himself from information, which will or may relate to that matter, or that office, employment or position;
 - 16.2.3 a Director shall not, by reason of his office as a Director of the Association, be accountable to the Association for any benefit which he derives from any such matter, or from any such office, employment or position.

17. PERMITTED INTERESTS

Subject to the Statutes and to **Article 18**, a Director, notwithstanding his office:

- 17.1 May hold any other office or place of profit with the Association (except that of auditor) in conjunction with his office of director and on such terms as to remuneration and otherwise as

the Board may arrange. Any Director may act by himself or through his firm in a professional capacity for the Association (otherwise than as auditor) and he or his firm shall be entitled to remuneration for such professional services;

- 17.2 May enter into or otherwise be interested in a contract, arrangement, transaction or proposal with the Association or in which the Association is otherwise interested either in connection with his tenure of an office or place of profit and either as vendor, purchaser or otherwise;
- 17.3 May be a member or director or other officer of or employed by or a party to a contract, transaction, arrangement or proposal with or be otherwise interested in an association promoted by the Association or in which the Association is otherwise interested;
- 17.4 Unless otherwise agreed, is not liable to account to the Association for any remuneration, profit or other benefit received by him by virtue of such office, employment, contract, arrangement, transaction or proposal and no such contract, arrangement, transaction or proposal is avoided on the grounds of any such interest or benefit;
- 17.5 Shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Association as a result of any such office, employment, contract, arrangement, transaction or proposal or interest.

18. DECLARATION OF DIRECTOR'S INTEREST

Without prejudice to the requirements of the Statutes, a Director who is in any way, directly or indirectly, interested in a contract, arrangement, transaction or proposal with the Association shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract, arrangement, transaction or proposal is first taken into consideration, if he knows his interest then exists, or, in any other case, at the next meeting of the Board after he knows that he is or has become interested. For the purposes of this Article, a general notice given to the Board by a Director to the effect that he is to be regarded as having an interest (of the nature and extent specified in the notice) in any contract, arrangement, transaction or proposal in which a specified person or class of persons is interested is a sufficient declaration of interest in relation to that contract, transaction, arrangement or proposal. An interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge is not treated as his interest.

19. NOTICES

- 19.1 The second sentence of Article 112 of Table A shall be omitted.
- 19.2 The words "or of the holders of any class of shares in the company" shall be omitted from Article 113 of Table A,

20. DISSOLUTION

- 20.1 The Association may be dissolved by simple majority vote having been duly called by at least three Members and the membership notified in writing thirty days before the ballot.

20.2 Upon dissolution, any funds remaining after the discharge of all liabilities shall be distributed amongst all Members in the Association at the date of the dissolution, in proportion to their annual subscription for that year.

As approved by the voting members on the 18th January 2017 (see next page)

Signed:

Michael Sneath, Chairman

Dated

Witness to the above signature

Signed:

Roger Creswell, Secretary

Dated