

.The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of

Action 21

1. The name of the company is 'Action 21' (referred to in this document as the company).
2. The registered office of the company will be situated in England and Wales.
3. The objects of the company are to promote any charitable purpose for the benefit of the inhabitants of the District of Warwick, and its environs, to relieve poverty, advance education, and promote the conservation and protection of the environment with the object of improving the conditions of life of said persons and working towards creating sustainable development, and in particular but not exclusively;
 - (a) to carry out research and development, education, collection or dissemination of information generally for the purpose of encouraging the use of more sustainable waste management practices.
4. In furtherance of the above but not otherwise, the company shall have the following powers;
 - (a) to co-operate with statutory, voluntary and other bodies which are supportive of the aims of the company;
 - (b) to promote the principle of sustainability in the carrying out of the company's objectives;
 - (c) 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 objectives, and the construct, maintain and alter any building or erections which the company may think necessary for the promotion of its objects;
 - (d) to publish books, pamphlets, reports, leaflets, journals, films and instruction matter;
 - (e) to run lectures, seminars, conferences and courses;
 - (f) to receive donations, endowments, sponsorships fees, subscriptions and legacies from persons desiring to promote the company's objects or any of them and to uphold funds in trust for same, provided that the company shall not undertake any permanent trading activities in raising funds for its charitable objects;
 - (g) 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;

(h) 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 purpose in any way connected with the purposes of the company or calculated in further its objects;

(i) to undertake and execute any charitable trusts which may be lawfully undertaken by the company and may be necessary to its objects;

(j) 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;

(k) 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 provision of this Memorandum of Association;

(l) 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;

(m) to provide indemnity insurance to cover the liability of the members of the Management Committee (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 of which they may be guilty in relation to the company; (ii) to make contributions to the assets of the company in accordance with the provision of section 214 of the Insolvency Act 1986: Provided that any such insurance in the case of (i) shall not extend to any claim arising from any act of omission which the members of the Management Committee knew to be a breach of trust or breach of duty or which was committed by the members of the Management Committee 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 defense to a criminal prosecution brought against the Management Committee 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 Management Committee members liability in his/her 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;

(n) to open and operate bank accounts and other facilities for banking in the name of the company;

(o) to do all such other lawful things as may be necessary for the attainment or the above objects or any of them.

PROVIDED THAT:

(p) in case the company shall take or hold any property which may 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;

(q) the objects of the company shall not extend to the regulations between workers

and employees or organisations of workers and organisations of employees.

5. In carrying out its objects, the company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in society generally.

6. The income and property of the company shall be applied solely towards the promotion of its objectives set out in the 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 and no member of the Management Committee shall be appointed to any office of the company paid by salary or fees or receive any remuneration or other benefit in money or moneys worth from 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 Management Committee member 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 Management Committee benefit under this provision and that a Management Committee member shall withdraw from any meeting at which her or his appointment or remuneration, or that of her/his partner, is under discussion;

(b) of reasonable and proper remuneration to any member, officer or servant of the company (not being a member of its Management Committee) for any service rendered to the company.

(c) of interest on money lent by any member of the company (or its Management Committee) 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 greater;

(d) of reasonable and proper rent for premises demised or lent by any member of the company (or of its Management Committee);

(e) of fees, remuneration or other benefits in money or moneys worth to a company of which a member of the Management Committee may be a member holding not more than 1/100th part of the capital of the company;

(f) of grant, 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 Management Committee, provided that any such assistance is exclusively in respect of charitable activities in the furtherance of the objects of the company;

(g) to any member of the Management Committee in respect of reasonable out-of-pocket expenses.

(h) payment of any premium as permitted by memorandum 4 (m).

(i) to any member of the Management Committee, with the exception of the Chair, Honorary Secretary and Treasurer of the company, of reasonable and proper remuneration in the following circumstances:

- the remuneration relates to time spent carrying out a specific piece of work (“the project”) for the company;
 - the remuneration is paid at an hourly rate in respect of time spent on the project, the rate having been determined by a Remuneration Sub-Committee, comprising the Chair, Vice-Chairperson, Honorary Secretary and Treasurer of the company;
 - the costs of the project, including the remuneration paid to the member(s) of the Management Committee, will be covered by income received by the company as a result of carrying out the project.
7. Action 21 will not apply any of its funds for the benefit of any person or organisation who provides contributions to the body under the Landfill Tax Credit Scheme, or who is a contributing third party in relation to any contribution.
 8. The liability of the members is limited.
 9. 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 she/he or it is a member, or within one year afterwards, for the payment of the debts and liabilities of the company contracted before the time at which she/he or it ceases to be a member and of the costs, charged and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amounts as may be required not exceeding one pound.
 10. 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 within the company’s area of benefit.
 11. No such addition, alteration or amendment shall be made to or in provisions of the Memorandum or Articles of Association for the time being in force as shall cause the company to cease to be a charity in law.