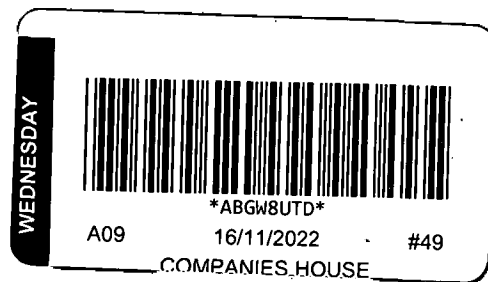


Company No: 03286173

Charity No: 1064588



THE COMPANIES ACT 2006

**ARTICLES OF ASSOCIATION
OF
TOOGOODTOWASTE LIMITED**

**Incorporated on 2 December 1996 as amended on 27 September 1999, 10 July
2007, 1 June 2017 and 14 November 2022**

Geldards
law firm

COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

OF

TOOGOODTOWASTE LIMITED

1. MODEL ARTICLES

The Model Articles for Private Companies Limited by Guarantee set out at schedule 2 of the Companies (Model Articles) Regulations 2008 shall not apply to the Charity.

2. OBJECTS

The Objects of the Charity are:

1) To assist with the relief of poverty by helping to meet the furniture and household needs of people on low income by, but not limited to, recycling furniture which would otherwise be thrown away and advancing more sustainable waste management practises

2) To advance the development and education of people by providing opportunities to volunteer and to train, so as to develop work skills and social skills, gain work experience and encourage social integration

3. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 3.1 To promote or carry out research.
- 3.2 To provide advice.
- 3.3 To publish or distribute information.
- 3.4 To co-operate with other bodies.
- 3.5 To support, administer or set up other charities and act as Charity trustee.
- 3.6 To raise funds (but not by means of **taxable trading**).

- 3.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 3.8 To acquire or hire property of any kind.
- 3.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 3.10 To make grants or loans of money and to give guarantees.
- 3.11 To set aside funds for special purposes or as reserves against future expenditure.
- 3.12 To undertake the following in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000:-
 - (a) Deposit or invest funds;
 - (b) Employ or appoint a professional fund manager or **financial expert**; and
 - (c) Arrange for the investments or other property of the Charity to be held in the name of a **nominee company** or by a **custodian**.
- 3.13 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 3.14 To pay for **indemnity insurance** for the Trustees.
- 3.15 Subject to article 4, to employ paid or unpaid agents, staff or advisers on appropriate terms.
- 3.16 To enter into contracts to provide services to or on behalf of other bodies.
- 3.17 To establish subsidiary companies to assist or act as agents for the Charity.
- 3.18 To amalgamate or merge with or support any other organisation, company or undertaking whose objects may (in the opinion of the Trustees) advantageously be combined with the Objects.
- 3.19 To pay the costs of forming the Charity.
- 3.20 To do anything else within the law which promotes or helps to promote the Objects.

4. BENEFITS TO MEMBERS AND TRUSTEES

- 4.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but:
 - (a) Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

- (b) Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - (c) Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - (d) individual Members including Trustees may receive charitable benefits in the capacity of beneficiaries.
- 4.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- (a) as mentioned in article 3.14 (indemnity insurance), 4.1(b) (interest), 4.1(c) (rent), 4.1(d) (charitable benefits) or 4.3 (contractual payments);
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - (c) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - (d) payment to any company in which a Trustee has no more than a 1 per cent shareholding;
 - (e) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).
- 4.3 A Trustee may not be an employee of the Charity but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
- (a) the goods or services are actually required by the Charity;
 - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in article 4.4; and
 - (c) no more than a minority of the Trustees are subject to such a contract in any **financial year**.
- 4.4 Subject to article 4.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
- (a) declare the nature and extent of their interest at or before discussions begin on the matter;
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the meeting;
 - (d) withdraw during the vote and have no vote on the matter.
- 4.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted

Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote; or
- (b) disclose to a third party information confidential to the Charity; or
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any direct or indirect payment or material benefit (whether or not from the Charity); or
- (d) refrain from taking any step required to remove the conflict

4.6 This article 4 may not be amended without the prior written consent of the Commission.

5. LIMITED LIABILITY

The liability of Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up.

6. GUARANTEE

Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

7. DISSOLUTION

7.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:-

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or charitable purposes within or similar to the Objects;
- (c) in such other manner consistent with charitable status as the Commission approve in writing in advance.

7.2 A final report and statement of account must be sent to the Commission.

8. MEMBERSHIP

8.1 The Charity must maintain a register of Members.

8.2 **Membership** of the Charity is open to any individual or organisation interested in promoting the **Objects** who:

- (a) applies to the Charity in the form required by the **Trustees**;
 - (b) is approved by the Trustees; and
 - (c) signs the register of members or consents **in writing** to become a Member either personally or (in the case of a Member organisation) through an **authorised representative**.
- 8.3 The Trustees may establish different classes of membership (including **informal membership**) and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 8.4 Membership is terminated if the Member concerned:
- (a) gives **written** notice of resignation to the Charity;
 - (b) dies or (in the case of an organisation) ceases to exist;
 - (c) is six **months** in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due);
 - (d) is a Trustee and they resign or retire from their Trusteeship though they shall be eligible to be reinstated as a Member; or
 - (e) is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the Member in writing to their last known address and considering the matter in the light of any written representations (if any) which the Member concerned puts forward within 14 clear days after receiving notice.
- 8.5 The first Members are the **Subscribers**.
- 8.6 Membership of the Charity is not transferable.
- 9. GENERAL MEETINGS**
- 9.1 Members are entitled to attend general meetings either personally or (in the case of a Member organisation) by an authorised representative or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 9.2 There is a quorum at a general meeting if the number of Members or authorised representatives present in person or by proxy is at least 10 (or 10% of the Members if greater).
- 9.3 The **Chairperson** or (if the Chairperson is either not present or is unable or unwilling to do so) some other Member elected by those present presides at a general meeting.
- 9.4 Except where otherwise required by these articles or the **Companies Acts**, every issue is decided by a majority of the votes cast.

- 9.5 Every Member present in person or through an authorised representative or by proxy has one vote on each issue. In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 9.6 A written resolution passed in accordance with the Companies Act 2006 is as valid as a resolution actually passed at a general meeting.
- 9.7 The Charity must hold an **AGM** in every year. Not more than 15 (fifteen) months shall elapse between one AGM and the next.
- 9.8 At an AGM the Members:
- (a) receive the accounts of the Charity for the previous **financial year**;
 - (b) receive the Trustees' report on the Charity's activities in the previous financial year;
 - (c) accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - (d) appoint Trustees to fill the vacancies arising;
 - (e) appoint auditors for the Charity;
 - (f) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and may remove any such title; and
 - (g) may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 9.9 A general meeting (other than an AGM) may be called at any time by the Trustees and must be called within 21 days if required to do so pursuant to section 303 of the Companies Act 2006.

10. THE TRUSTEES

- 10.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 10.2 The number of Trustees shall be not less than three and not more than fifteen individuals, all of whom must be Members.
- 10.3 As at the date of adoption of these articles, the Trustees in office are as follows:
- Dave Henderson (Chair)
 - Rowena Williams
 - Kelvin Jones
 - Natasha Lewis

- Michael Bryan
 - Phillip Moss
 - Rhiannon Holtham
 - Malcolm Gay
 - Dr Dafydd Trystan Davies
 - David Lewis
- 10.4 Apart from those Trustees listed in 10.3 above, every Trustee shall be nominated by the Trustees and appointed by an ordinary resolution of the Members at the AGM.
- 10.5 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.
- 10.6 One third (or the number nearest, but not exceeding, one third) of the Trustees must retire each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 10.7 A retiring Trustee who is nominated for re-appointment may be duly reappointed by the Members. Provided that no Trustee may serve more than 9 consecutive years in office unless otherwise determined by a resolution of the Trustees.
- 10.8 A Trustee's term of office automatically terminates if he or she:
- (a) is disqualified under the Charities Act from acting as a charity trustee;
 - (b) ceases to be a director by virtue of any provision of the Companies Acts or is prohibited from being a director by law;
 - (c) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (d) is absent without notice from all of the meetings of the Trustees held within a period of six consecutive months and is asked by a majority of the other Trustees to resign;
 - (e) ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity);
 - (f) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - (g) is removed by resolution of the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;

- 10.9 The Trustees may at any time co-opt any individual who need not be a Member, who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee provided this does not bring the number of Trustees above the maximum, but such a co-opted Trustee holds office only until the next election of Trustees or until removed by the Trustees (whichever is earlier).
- 10.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11. PROCEEDINGS OF TRUSTEES

- 11.1 The Trustees must hold at least 4 meetings each year.
- 11.2 A quorum at a meeting of the Trustees is two Trustees or the number nearest to one-third of the total number of Trustees, whichever is greater.
- 11.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees or any combination thereof in which all participants may communicate with all the other participants.
- 11.4 The Chairperson or (if the Chairperson is either not present or is unable or unwilling to do so) some other Trustee chosen by the Trustees participating presides at each meeting ('the chairperson of the meeting').
- 11.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 11.6 Except for the chairperson of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 11.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 11.8 If the number of Trustees falls below three the Trustees shall be entitled:
- (a) to co-opt additional Trustees under article 10.9; and/or
 - (b) to call a general meeting of Members; and
 - (c) to act to preserve and protect the assets of the Charity.

12. POWERS OF TRUSTEES

In addition to any other powers specified in these articles, the Trustees have the following powers in the administration of the Charity:

- 12.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary of the Charity;

- 12.2 to appoint (and remove) a Chairperson, Treasurer and other honorary officers from among their number and to determine their respective roles and delegated responsibilities;
- 12.3 to delegate any of their functions to the Chairperson or committees consisting of two or more individuals appointed by them. At least two members of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;
- 12.4 to make standing orders consistent with these articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;
- 12.5 to make rules consistent with these articles and the Companies Acts to govern their proceedings and proceedings of committees;
- 12.6 to make regulations consistent with these articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- 12.7 to make rules and establish procedures for the retirement of Trustees and the nomination and appointment of Trustees;
- 12.8 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 12.9 to exercise any powers of the Charity which are not reserved to the Members.

13. RECORDS AND ACCOUNTS

- 13.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial and other records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:
 - (a) annual returns;
 - (b) annual reports;
 - (c) annual statements of account.
- 13.2 The Trustees must keep proper records of:
 - (a) all proceedings at general meetings;
 - (b) all proceedings at meetings of the Trustees;
 - (c) all reports of committees; and
 - (d) all professional advice obtained.
- 13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

- 13.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member. A copy must also be supplied, within two months to any other person who makes a written request and pays the Charity's reasonable costs.

14. MEANS OF COMMUNICATION TO BE USED

- 14.1 Subject to these articles, anything sent or supplied by or to the Charity under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity and the company communications provisions in the Companies Act 2006 shall apply to anything sent or supplied under these articles.
- 14.2 A communication sent or supplied by the Charity shall be deemed to have been received by the intended recipient:
- (a) if it is sent by post, 24 hours after it was posted;
 - (b) if it is hand delivered, at the time of such delivery;
 - (c) if it is sent by electronic means, immediately upon its being sent; and
 - (d) if it is made available on a website, when the notification of the presence of the communication on the website was received by the intended recipient or, if later, on the date on which the communication appeared on the website.
- 14.3 In the case of a communication sent or supplied by the Charity, the Charity may make the documents or information available on a website in accordance with the Companies Act 2006.
- 14.4 Subject to these articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 14.5 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

15. INDEMNITY

The Charity shall indemnify every Trustee (as a director) of the Charity against any liability incurred by him or her in that capacity to the extent permitted by the Companies Act 2006.

16. INTERPRETATION

- 16.1 In these articles, unless the context indicates another meaning:

'AGM'	means an annual general meeting of the Charity;
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'these articles'	means the Charity's articles of association;
'authorised representative'	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;
'Chairperson'	means the chairperson of the Trustees from time to time;
'the Charity'	means the company governed by these articles;
'the Charities Act'	means the Charities Act 2011;
'charity trustee'	has the meaning prescribed by section 177 of the Charities Act;
'the Commission'	means the Charity Commission for England and Wales;
'the Companies Acts'	means the Companies Acts (as defined in the Companies Act 2006) insofar as they apply to the Charity;
'Conflicted Trustee'	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because such person or a connected person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
'connected person'	means in relation to a Trustee, any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of that Trustee, any firm of which that Trustee is a member or employee, and any company of which that Trustee is a director, employee or shareholder having a beneficial interest in more than 1% of the share capital;
'custodian'	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
'document'	includes, unless otherwise specified, any document sent or supplied in electronic form;
'electronic form'	has the meaning given in section 1168 of the Companies Act 2006;

‘financial expert’	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
‘financial year’	means the Charity’s financial year;
‘firm’	includes a limited liability partnership;
‘indemnity insurance’	means insurance against personal liability incurred by any Trustee for an act or omission which is or alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
‘informal membership’	refers to a supporter who may be called a “member” but is not a company member of the Charity;
‘material benefit’	means a benefit which may not be financial but has a monetary value;
‘Member’ and ‘membership’	refer to company membership of the Charity;
‘month’	means calendar month;
‘nominee company’	means a corporate body registered or having an established place of business in England or Wales;
‘Objects’	means the Objects of the Charity as defined in article 2 of these articles;
‘Secretary’	means the person (if any) appointed by the Trustees as secretary of the Charity or such other person as performs the functions of secretary of the Charity;
‘Subscribers’	means the subscribers to the Memorandum of Association of the Charity;
‘taxable trading’	means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
‘Trustee’	means a director of the Charity and ‘Trustees’ means the directors;
‘written’ or ‘in writing’	refers to a legible document on paper including a fax message;

'year'	means a calendar year.
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- 16.2 Expressions defined in the Companies Acts have the same meaning, unless these articles specify otherwise.
- 16.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 16.4 In these articles, the term "meeting" includes, except where inconsistent with any legal obligation:
- (a) A physical meeting;
 - (b) a video conference, an internet video facility or similar electronic method allowing simultaneous visual and audio participation;
 - (c) telephone conferencing; and
 - (d) a combination of the above.