

COMPANIES ACT 1985

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

MEMORANDUM OF ASSOCIATION

- of

**THE INDUSTRY COUNCIL FOR PACKAGING
AND THE ENVIRONMENT**

(Incorporated the 25th day of April 1990)

(Adopted by Special Resolution dated 20th May 1998)

1. The Company's name is "the Industry Council for Packaging and the Environment" (hereinafter called "INCPEN").
2. The registered office of INCPEN will be situated in England and Wales.
3. The objects for which INCPEN is established are:
 - 3.1 to take over the whole or any part of the assets and to undertake all or any of the liabilities of the unincorporated association called "The Industry Council for Packaging and the Environment" whose registered office is at Tenterden House, 3 Tenterden Street, London W1R 9AH;and
 - 3.2
 - 3.2.1 to undertake and promote research into all respects of the various relationships between packaging of all types on the one hand and the public, the environment and natural resources on the other hand and to disseminate the results of such research;
 - 3.2.2 to promote dissertation and discussion (either oral or written) about such relationships as aforesaid and to disseminate reports of such dissertation and discussion;

- 3.2.3 to co-ordinate work done or to be done by individuals, partnerships, unincorporated associations, corporations or other organisations in respect of any such relationship as aforesaid and to disseminate information about such work;
- 3.2.4 to protect the interests of members of INCPEN in connection with and to keep them informed about developments affecting packaging and the environment;
- 3.2.5 to further the research and development, education, collection and dissemination of information for the purpose of encouraging the use of more sustainable waste management practices;**

And INCPEN shall have the following powers exercisable in furtherance of its principal objects but not otherwise, namely:-

- 3.3 To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain, alter, demolish or otherwise deal with any buildings or erections.
- 3.4 To prepare, edit, print, publish and issue books, papers, periodicals, gazettes, circulars and other literary undertakings, films, tapes, discs or other means of communication and to circulate, sell such items, and to establish, form and maintain libraries and collections of literature, statistics, scientific data and other information, objects relating thereto or matters of interest to any person or persons in any way connected therewith and to translate, compile, publish, lend and sell, and endeavour to secure, or contribute to, the translation, compilation, publication and sale by Parliament, Government Departments and other bodies or persons, of any such literature, statistics, scientific data and information, and to disseminate information by means of the reading of papers, the delivery of lectures, the giving of advice, the appointment of advisory officers or otherwise.
- 3.5 To sell, let, mortgage, dispose of or otherwise deal with all or any of the property or assets of INCPEN.
- 3.6 To undertake and execute any trusts or any agency business which may seem conducive to any of the principal objects.
- 3.7 To borrow or raise money or to issue guarantees or indemnities on such terms and on such security as may be thought fit with such consents as are required by law.
- 3.8 To invest the moneys of INCPEN not immediately required for its 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 may for the time being be imposed or required by law and subject also as hereinafter provided.

- 3.9 To purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures and all other effects of every description and to apply for registration of any patents, rights, copyright, licences and the like.
- 3.10 To take and accept any loan, grant or gift of money, property or other assets whether subject to any special trust or not, for the furtherance of any purpose within the principal objects.
- 3.11 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the principal objects and to apply for and obtain from any such government or authority any grants, charters, decrees, rights, privileges or concessions which INCPEN may think desirable and to accept such grants and to carry out, exercise and comply with any such charter, decrees, rights, privileges and concessions.
- 3.12 To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of INCPEN in the shape of donations, subscriptions or otherwise, provided that INCPEN shall not undertake any permanent trading activities in raising funds for the objects of INCPEN
- 3.13 To draw, make, accept endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts, to subscribe to any local or other charities and to make donations in cash or assets to or for any charitable associations, institutions, organisations or persons.
- 3.14 To establish and support, and to aid in the establishment and support of any other association or organisation formed to promote all or any of the principal objects.
- 3.15 To engage and pay any person or persons whether full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise INCPEN and, subject to the provisions of clause 4 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependents.
- 3.16 To amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of INCPEN and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of INCPEN by this Memorandum of Association.
- 3.17 To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with whom INCPEN is authorised to amalgamate.
- 3.18 To transfer all or any part of the property, assets, liabilities and engagements of INCPEN to any body with which INCPEN is authorised to amalgamate.
- 3.19 To pay out of funds of INCPEN the costs, charges and expenses of and incidental to the formation and registration of the Company.

- 3.20 To do all such other lawful things as shall further the attainment of the principal objects or any of them.
- 3.20.1 In case INCPEN shall take or hold any property which may be subject to any trusts, INCPEN shall only deal with or invest the same in such manner as slowed by law, having regard to such trusts.
- 3.20.2 INCPEN's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- 3.20.3 In case INCPEN shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, INCPEN shall not sell, mortgage, charge or lease the same without such authority approval or consent as may be required by law, and as regards any such property the Committee of Management shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and the same extent as they would as such Committee of Management have been if no incorporation had been effected, and the incorporation of INCPEN shall not diminish or impair any control of authority exercisable by the Chancery Division or the Charity Commissioners over such Committee of Management, but shall as regards any such property be subject jointly and separately to such control or authority as if INCPEN were not incorporated.
4. The Income, property and assets of INCPEN shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit , to members of INCPEN. PROVIDED THAT nothing in this clause shall prevent;
- 4.1 the payment in good faith of reasonable and proper remuneration to any member, officer or servant of INCPEN for any services rendered to INCPEN;
- 4.2 the payment of interest at a reasonable rate of Money lent by any member of INCPEN;
- 4.3 **the payment to** any member of reasonable out-of-pocket expenses incurred on behalf of INCPEN;
- 4.4 the making of payments pursuant to clause 3.16 of this Memorandum of Association;
- 4.5 the payment of reasonable and proper rent for premises demised or let by any member of INCPEN;
- 4.6 the gratuitous supply or distribution to any member or members of INCPEN of any literary or other material in pursuance of any of its objects.
5. **Funding under the Landfill Regulations 1996 : To obtain funding under the Landfill Regulations 1996 all such funding must be:**
- 5.1 Exclusively applied to INCPEN activities under 3.2.5;**
- 5.2 Precluded from being applied for the benefit of persons or bodies making qualifying contributions;**
- 5.3 Precluded from distribution as profit or in any other way except as in 5.1 above:**
- 5.4 Controlled by the INCPEN Management Committee:**
- 5.5 Separately recorded to identify the use of all such monies obtained under the Landfill Regulations 1996.**
6. The liability of the members is limited.

7. Every member of INCPEN undertakes to contribute such amount as may be required (not exceeding £1) to INCPEN's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of INCPEN's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributions among themselves.
8. If upon the winding up or dissolution of INCPEN there remains, after the satisfaction of all its debts with liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of INCPEN, but shall be given or transferred to some other charitable body or bodies having objectives similar to the objects of INCPEN, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on INCPEN by virtue of clause 4 hereof, such body or bodies to be determined by the members of INCPEN at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable body.

WE, the several persons whose names and address are subscribed, have been appointed, each by the body whose name is hereunder set against his name, to subscribe our names to this Memorandum, each on behalf of the body so appointing him, to testify that such bodies are desirous of being formed into a Company in pursuant of this Memorandum of Association.

NAME AND ADDRESSES OF SUBSCRIBERS

<p>Victor Hugo Watson Moat Field Mwor Lane East Keswick Leeds LS17 9ET</p> <p>Director</p>	<p>For and on behalf of John Waddington Plc 40 Wakefield Road Leeds LS10 3TP</p>
<p>Peter Arnold Stokes 14 Bovington Heights Marlow Bucks SL7 2JS</p> <p>Director of External Affairs Coca-Cola Northwest Europe</p>	<p>For and on behalf of Beverage Services Limited Pemberton House Wrights Lane London W8</p>
<p>Gerald Kilvington Townshend Beech House Weston-Super-Mare BS23 2RJ</p> <p>Manager</p>	<p>For and on behalf of Lawson Mardon Group UK Limited 6 Hill Street London W1X 7FU</p>

DATED this 21st day of DECEMBER 1989

WITNESS to V.H. Watsons's signature

Name: Mrs S A Shaw

Address: East Farm, Huddersfield, Shelley, W.Yorkshire

Occupation: Secretary

WITNESS to G.K. Townshend's signature:

Name: Edwina J Bryant

Address: 75 Ravenhill Road, Bristol BS3 5BS

WITNESS to P.A. Stokes signature:

Name: Susan D Gregson

Address:

Occupation: Barrister

