

# COMPANY LIMITED BY GUARANTEE

## **Memorandum of Association of:**

The Kin's Domain's Association

**1. The company's name is:**

Kin's Domain's Association

(and in this document it is called the company)

**2. The company's registered office is to be situated at 5 Percy Street,  
London, W1T 1DG, United Kingdom**

**3. The company's objects (the Objects) are:**

- a. To encourage and support the materialization of Kin's Domain communities world-wide.
- b. To help the world resolve global economic, agricultural, environmental, and other social crises affecting mankind, by working in liaison with the UN, governments, international institutions and similar organizations.

**Our methods are:**

To represent the International Ringing Cedars movement, accordingly:

1. To be a focal point of all world-wide activities related to Kin's Domains establishment.
2. To log and unite all Kin's Domains settlements world-wide and to serve as a support network between them, encouraging cooperation in terms of education, legal consulting etc.
3. To be a recognized legal entity for communication with other legal entities, movements, agencies, etc., regarding the issues of the Ringing Cedars movement and creation of Kin's Domain settlements.

4. To encourage and support the research showing how efficient the Kin's Domain model is in solving global problems.
5. To administer the central multi-lingual knowledge database (Kin's Domain library) related to the ideas of sustainable lifestyles as outlined by the Kin's Domain concept.
6. To organize international events (conferences, congresses, seminars) for the general public, for members, in addition to association with other organizations to advance and disseminate the ideas of Kin's Domains.
7. To provide a comprehensive website that acts as a clearing-house for information and communication between members.
8. To gather and disseminate information on Kin's Domain settlement models – via writing articles, blogs, films, etc.

4. (1) In addition to any other powers it may have, the company has the following powers in order to further the Objects (but not for any other purpose):

(a) to raise funds. In doing so, the company must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;

(b) to buy, take on lease or exchange, hire or otherwise acquire any property and to maintain and equip it for use;

(c) to sell, lease or otherwise dispose of all or any part of the property belonging to the company. In exercising this power, the company must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006;

(d) to borrow money and to charge the whole or any part of the property belonging to the company as security for repayment of the money borrowed. The company must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land;

(e) to co-operate with other companies, charities, voluntary bodies and statutory authorities and to exchange information and advice with them;

(f) to establish or support any charitable trusts, associations or institutions formed for any of the purposes included in the Objects;

(g) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other company or charity formed for any of the Objects;

(h) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;

(i) to employ and remunerate such staff as are necessary for carrying out the work of the company. The company may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;

(j) to:

(i) deposit or invest funds;

(ii) employ a professional fund-manager; and

(iii) arrange for the investments or other property of the company to

be held in the name of a nominee;

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;

(k) to provide indemnity insurance for the Directors or any other officer of the company in relation to any such liability as is mentioned in subclause (2) of this clause, but subject to the restrictions specified in subclause (3) of the clause;

(l) to pay out of the funds of the company the costs of forming and registering the company;

(m) to do all such other lawful things as are necessary for the achievement of the Objects.

(2) The liabilities referred to in sub-clause (1) (k) are:

(a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the company;

(b) the liability to make a contribution to the company's assets as specified in section 214 of the insolvency Act 1986 (wrongful trading).

(3)(a) The following liabilities are excluded from sub-clause (2)(a):

(i) fines;

(ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Directors or other officers;

(iii) liabilities to the company that result from conduct that the Directors or other officers knew or must be assumed to have known was not in the best interests of the company or about which the person concerned did not care, or was reckless or failed to show the duty of care to ascertain as to whether it was in the best interests of the company or not.

(b) There is excluded from sub-clause 2(b) any liability to make such a contribution where the basis of the Director's liability is his or 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 charity would avoid going into insolvent liquidation.

5 (1) The income and property of the company shall be applied solely towards the promotion of the Objects.

(2) (a) A Director is entitled to be reimbursed from the property of the company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the company.

(b) Subject to the restrictions in sub-clause 4, a Director may benefit from trustee indemnity insurance cover purchased at the company's expense.

(c) A Director may receive an indemnity from the company in the circumstances specified in Article 49.

(3) None of the income or property of the company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the company. This does not prevent a member who is not also a Director receiving:

(a) a benefit for the company in the capacity of a beneficiary of the company;

(b) reasonable and proper remuneration for any goods or services supplied to the company.

(4) No Director may:

(a) buy any goods or services from the company;

(b) sell goods, services, or any interest in land to the company;

(c) be employed by, or receive any remuneration from the company

(d) receive any other financial benefit from the company;

Unless:

(i) the payment is permitted by sub-clause (5) of this clause, does not exceed an amount that is reasonable in all the circumstances, and does not result in a majority of the Directors having received a financial benefit from the company;

(5) (a) (i) A Director may receive a benefit from the company in the capacity of a beneficiary of the company.

(ii) A Director may enter into a contract for the supply of goods or services to the charity where that is permitted in accordance with, and subject to the conditions in, section 73A of the Charities Act 1993.

(iii) A Director may receive interest on money lent to the company at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Directors.

(iv) A company of which a Director is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.

(v) A Director may receive rent for premises let by the Director to the company if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Director shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

(vi) The Directors may arrange for the purchase, out of the funds of the company, of insurance designed to indemnify the Directors in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993.

(b) The employment or remuneration of a Director includes the engagement

or remuneration of any firm or company in which the Director is:

- (i) a partner;
- (ii) an employee;
- (iii) a consultant;
- (iv) a director; or
- (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

(6) In sub-clauses (2)-(5) of this clause 5:

(a) "company" shall include and company in which the company:

- holds more than 50% of the shares, or
- controls more than 50% of the voting rights attached to the shares;  
or
- has the right to appoint one or more directors to the Board of the company

(b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Director or any person living with the Director as his or her partner.

(7) If a conflict of interests arises for the director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in this memorandum or the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

(a) the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

(b) the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting;

(c) the unconflicted Directors consider it is in the interests of the company to authorise the conflict of interest in the circumstances applying.

6. The liability of the members is limited.

7. Every member promises, if the company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the company incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

8. (1) The members of the company may at any time before, and in expectation of, its dissolution resolve that any net assets of the company after all its debts and liabilities have been paid, or provision has been made for them, shall on dissolution of the company be applied or transferred in any of the following ways:

(a) directly for the Objects; or

(b) by transfer to any charity or non-profit for purposes similar to the Objects; or

(c) to any charity or non-profit for use for particular purposes that fall within the Objects.

(2) In no circumstances shall the net assets of the company be paid to or distributed among the members of the company (except to a member that is itself a charity or non-profit) and if no such resolution is passed by the members or the Directors the net assets of the company shall be applied for charitable purposes as directed by the court .

We, the persons whose names and addresses are written below, wish to be formed into a company under the Memorandum of Association.

*[The persons whose signatures, names, and addresses are written at the end of the Memorandum will be the first members of the Company]*

**Signatures, Names and Addresses of Subscribers**

Liz Ashley (Date of birth: 02.06.1956)

8 Chessington Mansions, 24 Colworth Road, Leytonstone, London, E11 1HZ

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Dated:

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Witness to the above Signatures:

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Name:

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Address:

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Occupation:

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