

~~PROPOSED~~

COMPANY No 10059872

THE LIVING LAND TRUST


A Company Limited by Guarantee

ARTICLES OF ASSOCIATION

Agreed 7.1.21

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COMPANIES HOUSE

The Living Land Trust

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Articles of Association of

THE LIVING LAND TRUST

*A Company Limited by Guarantee
and not having a share capital*

1. General

- (a) Words and expressions used in these Articles shall have the meanings attributed to them in Part 8. References to “the Trust” mean the company The Living Land Trust, and Reference to “Trustees” mean the directors of the company.
- (b) The relevant model articles for a company limited by guarantee are expressly excluded by these Articles.

PART 1

OBJECTS & NOT-FOR-PROFIT STATUS

2. Objects

- (a) The objects of the Trust are to advance and promote the health, education and well-being of those living in community on the Trust’s property, which will be made available exclusively to groups of people wishing to live in community as vegans, tobacco-free, drug-free, alcohol-free and violence-free. At least 50% of the material needs of the beneficiaries will be generated from the land they occupy, within an acceptable period, and they will live within a sustainable global footprint (each adult consuming the equivalent of the produce of not more than 1.88 hectares of land). Those living in community on Trust property shall commit to living addiction-free lifestyles, to living healthily and happily, and to fulfilling their full potential as alive and loving human beings, at peace with each other and in harmony with nature, with wildlife, and with their surroundings.
- (b) The Trustees will collectively exercise full authority as to how beneficiaries are identified, chosen and constituted, and how they are monitored to ensure that their activities conform with the purposes of the Trust.

3. Powers

The Trust has the power to do anything which is incidental or conducive to the furtherance of its objects, including—

- (a) to seek and apply for funds, and to receive donations, endowments, sponsorship fees, subscriptions and legacies from persons who wish to promote the Trust's objects, and to hold funds in trust for same;
- (b) to borrow or raise or secure the payment of any money for the purposes of or in connection with the Trust's objects and to mortgage or charge any part of the Trust’s property as security for borrowed money.

4. Application of income and property

No part of the income or property of the Trust shall be transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any member or Trustee of the Trust, provided that nothing shall prevent any payment in good faith by the Trust—

- (a) as repayment of reasonable out-of-pocket expenses incurred by any Trustee whilst acting on behalf of the Trust;
- (b) of interest on money lent by any Trustee of the Trust at a rate per annum not exceeding 2 per cent above the base lending rate of the Trust's bankers for the time being, and not under any circumstances at a rate that means that the Trustee makes a profit on their loan;
- (c) of reasonable and proper rent for premises demised or let by any Trustee of the Trust;
- (d) of reasonable and proper remuneration to any Trustee of the Trust for services provided to the Trust.

5. Dissolution

If the Trust is dissolved, any assets remaining after the satisfaction of its debts and liabilities shall not be distributed amongst the members but must be applied in one or both of the following ways, as may be decided by the members at or before the time of dissolution—

- (a) by transfer to one or more non-profit-distributing institutions with objects similar to or compatible with those of the Trust;
- (b) as a donation for charitable purposes.

PART 2 LIMITATION OF LIABILITY

6. Limit of members' liability

- (a) The liability of the members is limited.
- (b) Every member guarantees, if the Trust is dissolved while she or he is a member or within one year afterwards, to pay up to one pound sterling (£1) towards the costs of dissolution and the liabilities incurred by the Trust while the guarantor was a member.

PART 3 MEMBERSHIP

7. Members of the Trust

Everyone who is appointed as a Trustee of the Trust shall be admitted as a member; and only persons appointed as Trustees shall be members of the Trust.

8. Cessation of membership

- (a) A member shall cease to be a member immediately that she or he ceases to be a Trustee of the Trust for any reason.
- (b) The rights and privileges of a member cannot be transferred to anyone else.

PART 4 TRUSTEES

9. Appointment of Trustees

- (a) Trustees shall firstly be those donating land to the trust.
- (b) These Trustees (as in a) above) shall remain in post until such time as these trustees are satisfied that the group living on the land they have donated to the trust are ready to nominate a Trustee from within their number. The Trustees as in a) above may continue to be Trustees until such time as they wish to resign, or until their death.
- (c) Once a group living on Trust land has its nominee as a Trustee, it is the responsibility of that group to decide how to replace that Trustee from time to time as it so determines.

10. Number of Trustees

- (a) There shall be a maximum of 15 group nominated Trustees, reflecting the number of tracts of land owned by the Trust.
- (b) Should the Trust reach a position where it will own more land than can house 15 groups, then it shall spawn one or more new Trusts (constituted as this Trust), each of which can house no more than 15 groups.
- (c) The minimum number of Trustees shall be one. If at any time there is only one Trustee in post, that Trustee shall not resign until s/he has found a replacement Trustee or the Trust has been wound up in accordance with these Articles.

11. Resignation and removal of Trustees

- (a) A Trustee may resign at any time provided that at least one Trustee will remain in post following that resignation.
- (b) A Trustee who has been nominated from a group living on Trust land may be removed by their living group withdrawing consent to their continued nomination.
- (c) A Trustee may be expelled by unanimous agreement of the other Trustees if they believe she or he is acting in a manner which is detrimental to the Trust and its objects, and they will record their reasons for this and make their reasons known to all those living in groups on Trust land.
- (d) A Trustee shall cease to hold that office if she or he becomes bankrupt or is otherwise disqualified by law from serving as a director of a company.

12. People who may not serve as Trustees

Under no circumstances shall any of the following serve as Trustees—

- (a) a person aged under 16 years;
- (b) a person who is an undischarged bankrupt or is otherwise disqualified by law from serving as a company director.

13. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Trust's business, for which purpose they may exercise all the powers of the Trust.

14. Trustees' authority to delegate functions

- (a) Subject to the Articles, the Trustees may delegate any of their functions to any person they think fit.
- (b) The Trustees may revoke any delegation in whole or part, or alter its terms and Conditions.

**PART 5
DECISION-MAKING BY TRUSTEES**

15. Meetings of the Trustees

- (a) The Trustees shall meet together as often as they think necessary for the proper conduct Of the Trust's affairs.
- (b) No decision shall be made at a meeting of the Trustees unless a quorum is present.
- (c) A quorum shall be two-thirds of the total number of Trustees at the time or three Trustees, whichever is the greater number.

16. Facilitation of meetings

Each meeting of the Trustees may select one or two facilitators from amongst their number for that meeting, with no decreased or additional authority being exercised in this role other than that of facilitating the meeting to the satisfaction of those present.

17. Taking Decisions

- (a) The Trustees shall take decisions using the Scott Peck Community Building model to come into "Community" with each other, i.e. to exhaustively express all feelings, emotions, thoughts and anything else that needs to be declared before considering any choices that collectively need to be made, at which point those decisions will show up as being abundantly clear before them, or become abundantly clear after discussion between the Trustees once "Community" has been attained. Decisions will not be made using votes, nor will any other method of taking decisions that is based upon majorities and minorities be exercised, nor will anyone have the authority to exercise a veto. Such expression and subsequent discussion or other form of exchange, communication, or processing as the Trustees collectively devise shall continue until such time as the Trustees are collectively able to discern a choice.
- (b) Amendments to these Articles may be made, and only following the procedure outlined in 17) a) above.

- (c) All decisions of the Trustees are to be made available for open, public scrutiny within 24 hours of those decisions being made, and the vehicle for that public scrutiny shall be made widely known to all residents on Trust property and the wider public.

18. Unanimous decisions

A decision of the Trustees may be taken without a meeting if all the Trustees indicate to each other, by any means, that they share a common view on a matter, with the proviso that a meeting must be held, if, within a week of the decision being made, any Trustee indicates that they are not happy with the decision and wishes that a meeting be held.

19. Calling a Trustees' meeting

- (a) A meeting of the Trustees shall be summoned at the request of a Trustee by giving reasonable notice of the meeting to the Trustees, the timing and location of which shall be decided by mutual agreement of the Trustees.
- (b) Notice of a Trustees' meeting must be given to each Trustee, but need not be in writing.

20. Conflicts of interest

- (a) Trustees must avoid situations in which they have, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Trust. This applies in particular to the exploitation of any property, information or opportunity (and it is immaterial whether the Trust could take advantage of the property, information or opportunity).
- (b) Where a Trustee of a Company is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Trust, she or he must declare the nature and extent of the interest to the other Trustees in writing or at a Trustees' meeting.

PART 6 GENERAL MEETINGS

21. General Meetings

- (a) The Trustees may whenever they think fit convene a General Meeting. All participants in all Trust communities may attend a General Meeting, as may all Trustees.
- (b) General Meetings must be held in accordance with the provisions regarding such meetings in the Act.
- (c) No business shall be transacted at a General Meeting unless a quorum is present. Unless otherwise decided by the Trust, three members or two-third of the members, whichever is the greater number, shall be a quorum.
- (D) General Meetings may deliberate anything they wish, and may organise themselves in any way they wish. Votes will not be taken at general meetings. There will be no majorities or minorities. Deliberations of General Meetings shall be conveyed to the Trustees for their consideration.

PART 7
ADMINISTRATIVE ARRANGEMENTS

22. Records to be kept

- (a) The Trustees must keep records of all—
- i) meetings of the Trustees and committees of Trustees including:
 - the names of the Trustees present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate, the reasons for the decisions.
 - ii) agendas and outlines of proceedings at meetings of the Trust;
 - iii) written resolutions passed by the Trust;
- (b) Records of meetings shall be kept for a minimum of 10 years.

23. Accounts, reports and returns

The Trustees shall comply with the requirements of the Act and any other applicable law as to keeping financial records and preparing annual reports and accounts and returns and sending them to the Registrar of Companies.

24. Trustees' indemnity

The Trust may indemnify any Trustee, auditor, or other officer of the Trust against any liability incurred by her or him in that capacity to the extent permitted by sections 232 to 234 of the Act.

25. Insurance

- (a) The Trustees may decide to purchase and maintain insurance, at the expense of the Trust, for the benefit of any relevant Trustee in respect of any relevant loss.
- (b) In this Article—
- i) a "relevant trustee" means any Trustee or former Trustee of the Trust or an associated company,
 - ii) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Trustee in connection with that Trustee's duties or powers in relation to the Trust, any associated company or any pension fund or employees' share scheme of the Trust or associated company, and
 - iii) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

PART 8 INTERPRETATIONS

26. Defined terms

(a) In the Articles, unless the context requires otherwise—

“Articles” means the Trust’s Articles of association;

“The Act” means the Companies Act 2006;

“the Trust” means the company which is governed by these Articles;

“Trustee” means a director of the Trust, and includes any person occupying the position of director, by whatever name called;

“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;

“member” has the meaning given in section 112 of the Companies Act 2006;

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

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

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

(b) Unless the context otherwise requires, 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 Trust.