

MEMORANDUM OF ASSOCIATION FOR A COMPANY LIMITED BY GUARANTEE
COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION of **TOURISM CONCERN**

1. The name of the Association (hereinafter called 'The Company') is Tourism Concern.
2. The registered office of the Company will be situated in England.
3. The Company is established:
 1. *to promote the advancement of public education in the study of and research into the impacts of tourism development on global communities and environments, and the dissemination of the useful results of such research; and*
 2. *in the context of tourism and tourism destinations, to promote sustainable development for the benefit of the public at large and the local communities by:*
 - 2.1 *the preservation, conservation and the protection of the environment and the prudent use of natural resources;*
 - 2.2 *the relief of poverty and the improvement of the conditions of life in socially and economically disadvantaged communities; and*
 - 2.3 *the promotion of sustainable means of achieving economic growth and regeneration.*

Sustainable development means “development that meets the needs of the present without compromising the ability of future generations to meet their own needs”.

In furtherance of the said objects, but not further or otherwise, the Company shall have power:

- (a) to write, print or otherwise reproduce and circulate, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes;
- (b) to hold exhibitions, meetings, lectures, classes, seminars, workshops and courses either alone or with others;
- (c) to promote research, experimental work, scientific investigation and development into any aspect of the objects of the Company and its work and to disseminate the

- useful results of any such research for the public benefit;
- (d) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
 - (e) to accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate; 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 the Company in the shape of donations, subscriptions or otherwise;
 - (f) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Company;
 - (g) subject to such consents as may be required by law, to borrow and raise money for the objects of the Company on such terms and conditions and on such security as may be thought fit;
 - (h) to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges and to construct, maintain and alter buildings or erections;
 - (i) to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the company or such trade is temporary and ancillary to the carrying out of the said objects;
 - (j) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for anyone or more of the objects of the Company;
 - (k) to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
 - (l) to invest the moneys of the Company not immediately required for its objects 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 be imposed or required by law and subject also as hereinafter provided;

- (m) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (n) to establish and support any charitable association or body and to subscribe for guarantee money for charitable purposes calculated to further the Objects of the Company; to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary for the work of the Company;
- (o) to payout of the funds of the Company the cost of any premium of any insurance or indemnity to cover the liability of the Committee (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or wrongful omission, breach of duty or breach of trust of which they may be guilty in relation to the Company PROVIDED THAT any such insurance or indemnity shall not extend to any claim arising from wilful fraud or wrongdoing or default on the part of the Committee (or any of them);
- (p) to employ and pay any person or persons not being members of the Committee to supervise, organise, carry on the work of and advise the Company
- (q) to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- (r) to pay, subject to the provisions of Clause 4 hereof, reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company and their dependants;
- (s) to apply monies in insuring any buildings or other property to their full value;
- (t) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
- (u) to payout of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

- (v) to establish where necessary local branches (whether autonomous or not);
- (w) to do all such other lawful things as shall further the above objects or any of them.

4. The income and property of the Company 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 the Company and no member of its Management Committee shall be appointed to any office of the Company paid by salary from the Company.

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the company;
- (b) of interest on money lent by any member of the Company or of its Management Committee at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by that Management Committee or 3 per cent whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Management Committee;
- (d) of fees, remuneration or other benefit in money or money's 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 that company; and
- (e) to any member of its Management Committee of out-of-pocket expenses.
- (f) of reasonable and proper premiums of insurance or indemnity to cover the liabilities of the Committee (or any of them) effected in accordance with the power contained in Clause 3(q) hereof.
- (g) To any member of the management committee for services that may be provided by a trustees in return for payment under the power in the 1993 Charities Act
- (h) 5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company 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 contributories among themselves, such amount as may be required not exceeding one pound.
7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all 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 and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, 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 such provision, then to some other charitable object.