

**BELIZE**

**THE COMPANIES ACT  
(CHAPTER 250 OF THE LAWS OF BELIZE REVISED EDITION 2000)**

---

**MEMORANDUM OF ASSOCIATION**

**of**

**THE BELIZE ASSOCIATION OF PLANNERS**

---

**A Company Limited by Guarantee and  
not having a Share Capital**

---

1. The name of the Company is the **BELIZE ASSOCIATION OF PLANNERS**.
2. The registered office of the **ASSOCIATION** will be situate in Belize at # 8 Alexandria St, Belize City, Belize.
3. The objects for which the Association is established are:
  - (1) To provide a space and forum for planners to discuss, caucus and build consensus positions on issues and concerns that they consider important to the growth and sustainable development of Belize through their lens;
  - (2) To advance the practice of planning as a profession in all its aspects and to ensure the interest of its members and the general public;
  - (3) To promote and sustain high standards of professional competence and conduct;
  - (4) To advocate for policy and legislative change to advance the cause of promoting good governance, sustainable development and sustainable human settlements;
  - (5) To promote research, data collection and analysis and to compile statistics, plan and implement programs, projects and activities centered on promoting good governance, sustainable development and sustainable human settlements;
  - (6) To assist with the exchange of professional, educational, research and technical information in planning and related fields and the dissemination of good practices;
  - (7) To foster the advancement of knowledge and learning in planning through new techniques such as e-learning;

**(8) To build and sustain strong partnerships and coalitions with organizations nationally, regionally and internationally that have similar objects;**

**(9) To hold and coordinate trainings for individuals interested in the field and practice of planning;**

**(10) To educate the populace on the need and importance of planning for sustainable development and sustainable human settlements in decision making processes, both in the public and private arenas;**

**(11) To monitor government policies and programmes that have implications to facilitating good governance, sustainable development and sustainable human settlements;**

**(12) To take title to any lands and to hold all income from any endowment funds which have been established for the management and sustainability of the Association;**

**(13) To establish, operate, equip and maintain offices, for the purposes of forwarding the objects of the Association;**

**(14) To adopt such measures by personal or written appeals, or other fundraising activities as may from time to time be deemed expedient for the purposes of producing contributions to the funds of the Association, in the form of donations, endowments, annual subscriptions, grants, loans or otherwise, in order to support the accomplishment of the objects of the Association;**

**4. In furtherance of the principal objects but not otherwise the Association shall have power:**

**(1) To purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate; to maintain and alter any of such real or personal property as may be necessary and desirable for the attainment of any of the objects of the Association and (subject to such consents as may be required by law) to sell, lease or otherwise dispose of or mortgage any such real or personal estate;**

**(2) To invite and accept for the purposes of the Association any gifts of money, property and other assets of all kinds and whether inter vivos or by will and whether subject to any special trust or not, and to perform any condition imposed on any gift which may be accepted.**

**(3) To sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Association.**

**(4) To enter into and carry out contracts for any purpose not inconsistent with the principal objects.**

(5) To borrow and raise money for the purposes of the Association and to secure its repayment upon such terms and in such manner as the Association may think fit.

(6) To invest the monies of the Association 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.

(7) To undertake and execute any trusts or any agency business which may seem conducive to any of the principal objects of the Association.

(8) To cause to be printed or otherwise reproduced and published any magazines, periodicals, books, leaflets or other documents or films or recorded tapes which the Association may think desirable for the promotion of its objects.

(9) To subscribe to any local or other charities, and to grant donations for any public purpose.

(10) To establish and support, and to aid in the establishment and support of, any other organization formed to promote all or any of the principal objects of this Association.

(11) To amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of this Association and which prohibit the payment of any dividend or profit to, and the distribution 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 this Association by this Memorandum of Association.

(12) To co-operate and enter into arrangements with any authorities, national, local or otherwise, to achieve the object of the Association.

(13) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities, and engagements of any one or more of the companies, institutions, societies or organizations with which this Association is authorized to amalgamate.

(15) To transfer all or any part of the property, assets, liabilities and engagements of the Association to anybody with whom and with which the Association is authorized to amalgamate.

(16) To lend and advance money to any person or organization with objects similar to those of the Association and to guarantee or give guarantees or to otherwise secure the payment of money or the performance of obligations by persons or companies with similar objects as aforesaid.

(17) To provide for the welfare of persons in the employment of the Association and their families by grants of money, pensions, allowances or other payments.

(18) To make contributions to any charitable, benevolent or useful object of a public character.

(19) To take or hold mortgages liens and charges to secure the repayment of money where the same is required for the attainment of any of the Association's objects.

(20) To do all such other lawful things as are incidental or conducive to the pursuit or attainment of any of the principal objects.

5. In pursuance of its objects herein contained, the Association shall not make any adverse distinction founded on gender, sexual orientation, race, nationality, religion, political opinion or any other similar criteria and shall act in accordance with the Belize Constitution and the laws of Belize.

6. The income and property of the Association, from wherever derived, shall be applied solely in the promotion of the above objects, 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 the members of the Association and no member of its Board of Directors shall be appointed to any office of the Association paid by salary or fees, or shall receive any remuneration or other benefit in money or money's worth from the Association PROVIDED that nothing shall prevent any payments in good faith by the Association:

(1) of reasonable and proper remuneration to any member, officer or servant of the Association, including a member of its Board of Directors, for any services rendered to the Association;

(2) of interest on money lent by any member of the Association or of its Board of Directors at a rate per year not exceeding 2% less than the base lending rate prescribed for the time being by banks in Belize;

(3) of reasonable and proper rent for premises demised or let by any member of the Association or its Board of Directors;

(4) of fees, remuneration or other benefit in money's worth to a company of which a member of the Board of Directors may be a member and to any member of its Board of Directors for out-of-pocket expenses.

7. The liability of the members is limited.

8. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up while they are a member, or within one year after they cease to be a member:

(1) for payment of the debts and liabilities of the Association contracted before she ceases to be a member;

(2) for payment of the costs, charges and expenses of winding up; and

(3) for the adjustment of the rights of the contributions among themselves;

such amount as may be required not exceeding One Hundred Dollars (\$100.00).

9. If upon the winding up or dissolution of the Association 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 Association, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, 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 the Association under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if effect cannot be given to such provision then to some charitable object.

10. True accounts shall be kept of the sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of property and goods by the Association and of the property, credits and liabilities of the Association, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors