

DISCLOSURE STATEMENT

Name of Trading Cooperative

Kanjini Co-Op Ltd.

dated 22-02-2022

DISCLOSURE STATEMENT

TABLE OF CONTENTS	Paragraph	Page
NAME OF TRADING COOPERATIVE		2
EXPLANATION OF THIS FORM		2
LIABILITY AND FINANCIAL INVOLVEMENT	1	3
WHO CAN BE A MEMBER OF THE COOPERATIVE	2	5
HOW WILL THIS COOPERATIVE PERFORM ITS ACTIVITIES	3	6
HOW WILL THIS COOPERATIVE BE MANAGED	4	7
DETAILED FINANCIAL INFORMATION	5	8
FURTHER INVESTIGATION		9
DISCLAIMER OF LIABILITY BY THE REGISTRY OF COOPERATIVES		9
ANNEXURES INCLUDING CASH FLOW, BUDGET FORECAST AND FORECAST PROFIT AND LOSS STATEMENT	6	10

NAME OF TRADING COOPERATIVE

Kanjini Co-Op Ltd.

LIABILITY AND FINANCIAL INVOLVEMENT

Section 70(2) of the Cooperatives Act states that "a member of a cooperative with a share capital is liable to the cooperative for the amount, if any, unpaid on the shares held by the member together with any charges payable by the member to the cooperative as required by the rules of the cooperative. Attach a list of rights and liabilities attaching to shares.

1 Details of Liability and financial involvement

1.1 Shares

1.1.a Full Share:

- i. Nominal value per full share: \$ 100,000.00
- ii. Can be paid off after a deposit of 20% (Interest payable on outstanding balances)
- iii. Dividends will be earned on the percentage of share value paid
- iv. Right to use an individual space at minimal maintenance contribution (see Maintenance Contribution Schedule)
- v. Full Voting rights
- vi. Ability to sell or trade the share as described in s18 Rules
- vii. Each member can hold only one full share or one foundation share

1.1.b Foundation Share:

- i. There are only eleven Foundation shares unless there are more than these numbers applying for full membership before or at the foundation meeting, in which case all of them will be foundation members.
- ii. Nominal value per foundation share: \$100,000.00
- iii. This class of share has all of the benefits and liabilities of a full share

This class of shares has the following additional benefits:

- iv. To acknowledge their contribution in forming the cooperative, foundation shareholders will receive non-specific bonus shares to the value of 15% of the part of their share that is paid up within three weeks of the acceptance of their membership application. These bonus investment shares will be issued only once the cooperative can issue sufficient bonus shares under [s 266(1) (b) and s 273 of the Act].
These bonus investment shares cannot be sold or traded until:
A) the foundation share is paid in full, and
B) the number of full shareholders is larger than the number of foundation shareholders, and
C) not earlier than five years after the formation meeting, unless the cooperative resolves at a general meeting that these bonus investment shares become tradable earlier.
- v. The prior approval in writing by at least 72% of active members who hold a foundation share is required before the board seeks the Registrar's approval of draft documents for a change of rules, winding up, takeover or merger of the cooperative. This last right is transferable onto any other full shareholder by notifying the Cooperative in writing. If a foundation share holder has not transferred this right before her/his death or as part of her/his will, the next general meeting will assign this right to another full share holder. No allocation of bonus investment shares is associated with this voting right and it's transfer (see s24(7) Rules)

1.1.c Introductory Share:

1. Nominal value per introductory share:\$ 10,000.00
2. This class of share is for people who intend to acquire, but do not have the deposit for a full share and are willing to work towards that aim
3. Can be paid off after a deposit of 20% (Interest payable on outstanding balances)
4. Introductory shares give the right to live on cooperative land at lower

- 5. maintenance contribution (see Maintenance Contribution Schedule)
- 6. this share cannot be sold or transferred and expires after 33 months.
- 7. Before this type of share expires, the shareholder can elect to have the share value converted towards a deposit for a full share.
- 8. If the shareholder wishes to withdraw or is asked to leave, (s)he might apply for a refund, which cannot exceed the paid up value of the share minus any maintenance contributions saved as compared with a visitor. The cooperative can defer or refuse such refund if it would have to borrow money to do so.
- 9. An Introductory shareholder is an in-active member and as such has no voting rights until he/she becomes a full share holder (see 5. (1) (a) Rules).
- 10. An Introductory shareholder has the right to attend general meetings, but may speak only if invited to do so by a cooperative director.
- 11. This share does not earn any dividends.

1.1.d Investment shares

- 1. Nominal value per investment share: \$500.00
- 2. Only paid-up full members and foundation members can purchase additional investment shares
- 3. This class of shares must be paid in full
- 4. Ability to sell or trade the share as described in s18 Rules
- 5. The only limit to the number of investment shares a member can hold is that no member can hold more than 20% of the cooperative's total issued share value.
- 6. No voting right
- 7. Investment shares can be project targeted, non-specific or self-interest
 - (a) Project targeted

If all or part of a specific project is funded with the help of project targeted investment shares, an equivalent portion of net returns (profits) of that project will be distributed as follows, unless a general meeting decides on a different arrangement:
one third is kept by the cooperative and two thirds are paid as dividends to the project targeted shares associated with that specific project.
Project targeted shares will also receive general dividends.
 - (b) Non-specific

Non-specific investment share values will be doubled for dividend purposes (so a non-specific investment of 10,000 dollars will be treated as 20,000 dollars for dividend calculation purposes)
 - (c) Self-interest

If a project is of self interest (eg fixed asset to the members living space) the investment shares will not receive any dividends as long as they are used by that shareholder.
Whenever the project becomes income producing for the cooperative (for example if the share-holder is on holidays and his/her accommodation is used in return for maintenance contributions), project targeted dividends will be paid on those shares.
- 8. If a project is funded by cooperative funds, 1/2 goes to all shares (all paid up portions of full shares plus all investment shares), 1/2 goes to the cooperative

1.1e Shares can be issued and/or traded, repurchased or repaid at a premium and the board may increase the premium on 1st October each year by the CPI of the previous financial year, and/or at any other time and by any other premium as the board may decide from time to time. [s147]

1.1f Interest earned on members paid-up share capital until the cooperative purchases its first property will be paid as dividends to those members within one month of

the property purchase (proportional to time and amounts paid).

NOTE: as the cooperative has purchased three properties and as all interest earned on share capital before the purchase of our first property has been paid as dividends, this clause is no longer relevant

1.2 Annual Subscriptions Levies etc.

\$ 1000.- for full and foundation shareholders and \$ 500.- for introductory shareholders plus 10 hours/week of labour for residents (proportional for part-time residents) or as otherwise decided by a General Meeting.

NOTE: The subscription levies were raised by the 2012 AGM to \$ 1100.00 for full and foundation shareholders and \$ 550.00 for introductory shareholders (with a 10% discount if paid in full at the beginning of the financial year).

1.3 Outgoings, Charges

\$ N/A

1.4 Other

Application fee of \$ 150.- for Introductory, Foundation and Full shareholders (non-refundable). Application fee of \$10.- for Investment shares (no matter how many)

1.5 Any contracts, guarantees and indemnities, contingent liabilities, unresolved or pending law suits which the cooperative will assume once formed are listed below: (A copy of relevant contracts and other documents (if any) are to be included by way of annexure) **N/A**

1.6 Where an existing organisation is seeking to register as a cooperative, indicate its current name below and attach copies of the last two years' profit and loss accounts and balance sheet. **N/A**

2 WHO CAN BE A MEMBER OF THE COOPERATIVE

Active Membership: The Cooperatives Act, requires that a trading cooperative's rules specify in the way in which and the extent to which a member must use or support an activity of or maintain a relationship or arrangement with, the cooperative, for carrying on a primary activity of the cooperative (or a combination of primary activities). Members are obliged to use or support an activity, or activities, of a cooperative in order to retain the right to be a member, including the right to vote.

2.1 The cooperative's active membership rule identifies the cooperative's basic reason for existence, or primary activity or activities, as being:

- **Primary Production**
- **Providing accommodation for members and visitors**

2.2 and to maintain **active membership of the cooperative**, a member shall:

- α) Hold a minimum of one full or foundation share
- β) Commit to pay annual subscription levy as outlined in schedule 1.
- χ) Keep up to date with payments due
- δ) Commit to provide labour as per Labour and Food schedule (Disclosure Statement Annexe)
- ε) Commit to maintenance contribution agreements as per Maintenance Distribution Schedule (Disclosure Statement Annexe)
- φ) Provide a proxy when required

- γ) Commit to abide by the rules
- η) Provide valid contact details to the cooperative
- ι) Adhere to the Conflict Resolution Policy (Disclosure Statement Annexe and Schedule 2 to the Rules of the Cooperative)
- φ) Abstain from stealing and/or physical violence on any property owned or leased by the cooperative
- κ) Commit to participate in the equivalent of a one week residential social cohesion or personal growth workshop with all members once a year or as directed by the board

2.3 A cooperative may also have objects in addition to primary activities.

- Living together peacefully and cooperatively and with environmental and personal awareness
- Research, development, marketing and sale of alternative products and technology
- Showcasing Sustainable Development
- Educative and research facilities (see vision statement)
- Forestry

3 HOW THIS TRADING COOPERATIVE PERFORM ITS ACTIVITIES

The following demonstrates the need for the trading cooperative, the resources available and the benefits expected to flow from its formation.

3.1 The cooperative intends to carry out its Primary Activity(ies)/Objects as follows:

- Broad-acre food production using permaculture design and practices, bio-dynamics and other organic farming techniques
- To provide educative facilities for sustainable development and technology, agriculture and aquaculture, forestry, architecture and renewable energies
- To construct buildings on the cooperative's properties in harmony with the landscape and develop them for the benefit of future generations

3.2 The members will have the following role in the cooperative's functioning (*eg supply produce; use common services*)

The members shall provide financial resources and labour for the effective functioning of the cooperative.

3.3 The following physical resources will be used to carry out the activities of the cooperative (*eg office or factory space, furniture, equipment, plant, vehicles*).

Lot 66 on RP 896904, lot 67 on SP328197 and lot 68 on SP282408, all in the Shire of Mareeba in the State of Queensland, have been purchased, including:

One 3-4 bedroom house and one 2 bedroom cottage;

One 400 sqm industrial shed, one 180sqm caretaker's shed, one 8 bay machinery shed, one small green shed, one hay shed.

One 90HP tractor with 4in1 bucket, forks, slasher, grader-blade, carry-all, rippers, 4-disc-plough, mulch-mower and rock bucket.

The Cooperative will construct more buildings for accommodation, production, education, storage, office and community facilities.

The Cooperative will acquire more machinery, vehicles, plant, energy producing facilities and whatever other physical resources that are required to fulfil the aims of the cooperative.

3.4 The following products or services are to be provided to members by the cooperative.

Accommodation once available (with a Maintenance Contribution Agreement), utilities, food produced on cooperative land, reasonable access to cooperative assets and dividends where applicable.

4 HOW THIS COOPERATIVE IS MANAGED?

4.1 The board of directors or the members will meet at least four times a year.

4.2 Board of Directors:

*The names of those who have consented to be nominated for election as member directors to fill the positions provided for in the rules, are shown below (**Note: Directors must be over 18 years of age**)*

- (a) Name; Address
Occupation; Relevant Experience

Svargo Klaus Freitag; 303 Koah Rd, Kuranda QLD 4881

Company director and business manager

Suriya Chantelle Freitag; 7 Osprey Drive, Jacobs Well QLD 4208

University Student; Diploma of Business

Shanto Lehone Dorcey; 175 Mogollon Dr; Sedona Arizona 86336; USA

Reiki Master and Aura Light teacher

Monika Darrington; 89 Reed Road; Trinity Park 4879

Mother

- A. Will any of the promoters or any of the proposed directors or members have a direct or indirect interest in any contract or proposed contract with the cooperative, other than an interest in a contract referred to in section 230 of the Act? NO
- B. Will any of the proposed directors have a conflict of duty or interest within the provisions of section 227 of the Cooperatives Act 1997? If so, specify by way of annexure. NO

4.3 Day-to-Day Management

The name of the person who has agreed to be responsible to the board of directors for day-to-day management of the cooperative and brief details of his/her experience are as follows:

Suriya Chantelle Freitag; 7 Osprey Drive, Jacobs Well QLD 4208

previous secretarial experience

Secretary is to be (X) paid, or () voluntary

Secretary is to be () full time or (X) part time

4.4 Accounting

The person named below has agreed to be responsible for general accounting and financial functions of the cooperative

Svargo Freitag, 303 Koah Rd, Kuranda QLD 4881

This person has the following qualifications and experience relevant to this responsibility or this person belongs to a firm having the following qualifications and experience: Property owner/manager; company director/manager;

Accounting is to be (X) paid, or () voluntary

Accounting is to be () full time or (X) part time

4.5 Auditing

(Note that the auditor must be a registered company auditor within the meaning of the Corporations Law, unless exempt under section 233 of this Act)

The person named below has agreed to be responsible for auditing the cooperative's accounts:

Paul Davis - Accountants and business advisers

Marino's Arcade, 70 Grafton Street, Cairns, QLD 4870

5 Detailed Financial Information

5.1 Funding

α) Internal Source of Funds

The number of persons who qualify for membership of the cooperative is currently five persons and one other approved entity.

A list of the people who are members and the number of shares each person is subscribing (if the number of persons is only 5) is shown as an annexure marked "Members and Shares" N/A

β) The total number of shares subscribed to by these persons is 6 shares

χ) Total share Capital subscribed is \$ 593,135.69

Total entrance fees received are \$ 2,219.05

Total membership fees received are \$ 72,563.17

δ) Total other charges \$....NIL.....

ε) External Sources of Funds

If the cooperative is to use grants, subsidies, donations or other financial support to be viable, documents of funding received or requested should be given as an annexure marked "Grants and Subsidies". N/A

φ) The cooperative has borrowed the following funds (as of 30-06-2021):

Loan from Surdham Pty Ltd \$ 439,641.32

Loan from Svargo K. Freitag \$ 838,271.80

and attached, as an annexure marked: "Loan Funds", are the terms and current status of such loans.

5.2 Property and Assets

α) If the cooperative is to purchase property or major assets, indicate here the current market value of the property or assets:

Lot 66 on RP 896904, lot 67 on SP328197 and lot 68 on SP282408, all in the Shire of Mareeba have been purchased. They have been valued prior to purchase at \$1,900,000.-. Kanjini Co-Op exercised a first offer to purchase

at the same price (\$2.2M) which another buyer offered to the vendor. A second valuation done on 17-11-2017 valued the three lots at \$2,380,000.-

- β) If arrangements have been made, or are under negotiation, to lease property or major assets by the cooperative, evidence of this availability should be shown as an annexure marked "Property - Assets - Leasehold) - N/A
- χ) Improvements to the property or assets (for example, renovations, furnishings, plant or equipment), if they are to be made, are estimated to cost:
\$ 4,200,000.-
Estimates for these costs are detailed in annexe "Property - Assets - Improvements"
- δ) Shown below are details of property or major assets other than any property or major assets it will own or lease that the cooperative have the use of: N/A
(Evidence of such arrangements must be provided by a letter of authorisation from the owner).

5.3 Demand for Proposed Cooperative's Goods/Services

See attached ANNEXURE "Business Plan"

5.4 Formation Expenses

N/A

5.5. Forecast Cashflow Budget and Forecast Profits and Loss Statement

- a) Annexure "Cash Flow Budget Forecast" attached
- b) Annexure "Profit and Loss Forecast" attached

FURTHER INVESTIGATION:

Further investigation by the prospective member may be necessary. This disclosure statement is not necessarily a full statement of the liability and financial involvement of a prospective member. Prospective members please note the disclaimer below.

DISCLAIMER OF LIABILITY

No responsibility as to the contents of: (i) the Disclosure Statement and attachments and annexures that form part of this document; and (ii) the associated Rules which all collectively make up the formation documentation, is to be taken by the Registrar of Cooperatives, the Department of Justice and Attorney-General or by any of its servants or agents.

Each prospective member is advised to make any investigations (including the obtaining of professional advice) which that person believes to be necessary to satisfy himself or herself about the contents of this a formation documentation or the decision of whether or not to join the proposed trading cooperative.

It should be clearly known that the Registrar of Cooperatives, the Department of Justice and Attorney-General or any of its agents or servants are not engaged in the provision of legal or other professional services to the public, prospective members or cooperatives. If legal or other expert advice is required, the services of a competent professional person should be sought.

6 ANNEXURES

Show here which annexures are attached to this disclosure statement (tick appropriate boxes)

Contracts Etc	<input type="checkbox"/> N/A	Feasibility Study	<input type="checkbox"/> N/A	
Existing Organisation Accounts	<input type="checkbox"/> N/A	Business Plan Including - Loan Funds	<input type="checkbox"/> Yes Page 20	FIVE
Activities	<input type="checkbox"/> N/A	Property - Assets - Freehold	<input type="checkbox"/> N/A	
Board of Directors (see 4.2 above)	<input type="checkbox"/> N/A	Property - Assets - Leasehold	<input type="checkbox"/> N/A	
Director/Promoter's Interest in Contract	<input type="checkbox"/> N/A	Property - Assets - Improvements	<input type="checkbox"/> Yes Page 24	SIX
Auditors Letter	<input type="checkbox"/> N/A	Property - Assets - Other	<input type="checkbox"/> N/A	
ONE Rights and Liabilities attaching to shares	<input type="checkbox"/> Yes Page 11	Annual Report 2015/16	<input type="checkbox"/> Yes Page 30	TEN
Grants and Subsidies	<input type="checkbox"/> N/A	Cash Flow Budget Forecast	<input type="checkbox"/> Yes Page 25	SEVEN
Active Membership requirements (see 2.2 above)	<input type="checkbox"/> N/A	Forecast P&L Statement	<input type="checkbox"/> Yes Page 26	EIGHT

Market Research	N/A	Conflict Resolution Policy	Yes Page 27	NINE
TWO Maintenance Contribution Schedule	Yes Page 13	Labour and Food Schedule	Yes Page 14	THREE
FOU Vision Statement R	Yes Page 15	Loan Funds see Business Plan - Annexure Seven	Yes Page 22	

ANNEXURE ONE - RIGHTS AND LIABILITIES

RIGHTS ATTACHING TO SHARES

1. Nature of shares in the cooperative

A share in the cooperative is personal property; and is transferable or transmissible as provided by the Act and the rules of the cooperative; and is, subject to the rules of the cooperative, capable of devolution by will or by operation of law. (s142)

2. Cancellation of membership of an inactive member and forfeiture of shares held under Part 6 of the Act or resignation of a member under rule 20(4)

On the cancellation of membership of an inactive member under part 6, shares are to be forfeited and within 1 year after the date of cancellation, the amount owing including any amount paid up for shares forfeited is to be – paid to the former member; or where the board considers repayment would adversely affect the financial position of the cooperative or the board and former member agree, applied as a donation if the former member consents in writing, or an issue of debentures for up to 10 years until repayment would not adversely affect the financial position. (ss 125 - 135) (rule 20)

A member may cease his or her membership by service of written notice to the secretary of the member's resignation from membership and the amounts due in respect of member's share are to be repaid to the member in a way adopted for repayment for forfeited shares under section 132 of the Act. (rule 20(4))

3. Entitlements of former members

A former member whose shares have been forfeited under Part 6 of the Act shall have entitlements under division 5 of Part 6 in respect of certain share offers under section 283(1) (a), (b) or (c); the purchase of all of the shares in the cooperative; the cooperative becomes registered as a company; or the cooperative winds up, within a 5 year period of the forfeiture of shares (s137).

A former member is taken to be a member for any distribution from the reserves of the cooperative that takes place within 5 years after the person's membership was cancelled under Part 6. (s140)

4. Dividend

A member is entitled to a limited dividend for the shares held if a dividend is declared. (s266) (rule 67)

5. Expulsion

In the case of expulsion, within 1 year after the day of expulsion, the amount paid up on the shares or a proportional reduction where the balance sheet discloses a loss or deficiency less

any amount owed by the former member to the cooperative is to be - repaid to the former member; or where the board considers repayment would adversely affect the financial position of the cooperative or the board and former member agree, applied as- a donation if the former member consents in writing, or an issue of debentures for up to 10 years until repayment would not adversely affect the financial position. (s76) (rule 9)

6. Sale of shares and share transfers

A share can be sold or transferred in accord with the Act and the rules of the cooperative. (s166) (rules 17-19, 24, 27-29)

7. Purchase and repayment of shares

Subject to section 170 of the Act, a share may be repurchased from a member by the cooperative at the request of the member or the cooperative may repay the amount paid up on any share when the amount is not required for the activities of the cooperative with the member's consent. This does not apply where the cooperative is insolvent or is likely to be insolvent because of the repurchase or repayment. (s170) (rule 17)

8. Certificate of shares

A member is entitled to a certificate specifying the number of shares held and the amount paid up. (rule 16)

9. Share offer

In the instance of an offer made under section 283(1)(a) to (d) all shares must be treated equally irrespective whether the holder is an active or inactive member. (s285)

10. Conversion

For a transfer of the cooperative to a new body having a share capital, the transfer must result in every member of the cooperative at the date of transfer who held shares in the cooperative being the holder of shares in the capital of the new body equal in number and nominal value to the shares held by the member as a member of the cooperative. (s303(2))

11. Winding-up

(1) The cooperative must be wound up under part 12 of the Act.

(2) If on the winding up there remains, after the satisfaction of all its debts and liabilities (including the refund of the amounts paid up on the shares, any property, this shall be paid to or distributed among the members of the cooperative as follows: half in proportion to the member's shareholdings and half in proportion to the length of their membership (in proportion to the total length of membership of all current members, counted in full month).

LIABILITIES ATTACHING TO SHARES

1. Liability

A member is liable for the amount, if any, unpaid on the shares held together with any charges payable by the member to the cooperative as required by the rules of the cooperative. (s70) (rules 7, 14 and 71)

2. Charge over shares

The shares are subject to a charge by the cooperative in relation to any debt payable by a member or former member to the cooperative. (s75) (rule 26)

3. Calls on shares

The board may make calls on the members for amounts unpaid on the shares (whether on the nominal value of the shares or by way of premium). (s145(2)) (rule 15) Where calls are unpaid the shares are liable to be forfeited. (rule 21)

4. Forfeited shares

A person whose shares have been forfeited under the rules remains liable to pay to the cooperative all amounts which (as at the date of forfeiture) were payable by the person to the cooperative for the shares. This is apart from calls in default. (rule 22)

5. Forfeiture for non-payment of subscription

The shares of a member whose periodic fee (subscription) under rule 7 has not been paid may be forfeited by resolution of the board. (rule 23)

6. Additional shares

The board may require a member to take up or subscribe for additional shares under a proposal approved by the members by special resolution. (s149) (rule 13(5))

7. Winding-up membership cancellation

A former member of the cooperative who had their membership cancelled under part 6, within 2 years before the start of a winding-up of the cooperative, shall be liable on the winding-up to contribute to the property of the cooperative the nominal value of shares forfeited under that cancellation. (s314(1))

8. Winding-up share repurchase

If a member had a share repurchased or the whole or part of the amount paid up on a share repaid by the cooperative under section 170, within 2 years before the start of a winding-up of the cooperative the member or former member shall be liable on the winding-up to contribute to the property of the cooperative the amount paid by the cooperative together with any amount unpaid on the shares immediately before the purchase or repayment. (s314(2))

ANNEXURE TWO - MAINTENANCE CONTRIBUTION SCHEDULE

Kanjini Co-Op aims to be financially abundant from income producing activities. At that time, some or all fees might be covered by income from Kanjini Co-Op activities. Until such time, Kanjini requires nominal Maintenance Contribution from all members.

Kanjini Co-Op has an Annual membership Levy. The Levy together with Maintenance Contribution income is structured to cover the yearly Co-Op running expenses.

MAINTENANCE CONTRIBUTION SCHEDULE - Annexure to Disclosure Statement

The Co-Op welcomes short term visitors - food and Maintenance Contribution will be charged. Kanjini Co-Op also welcomes volunteers to contribute up to five hours per day in exchange for food and accommodation.

Please Note: These figures are initial estimates only and subject to change and availability

Maintenance Contribution Schedule	Visitor per night	Visitor weekly rate	Introductory Shareholder weekly rate	Full Shareholder weekly rate
Camping shared	\$20	\$70	\$35	\$23
Camping own site	\$43	\$150	\$75	\$50
Dormitory 4-bed	\$26	\$90	\$45	\$30

Single room	\$43	\$150	\$75	\$50
1BR & ensuite	\$57	\$200	\$100	\$67
2BR & ensuite	\$79	\$275	\$138	\$92
1BR Pavilion & ensuite	\$86	\$300	\$150	\$100
2BR pavilion & ensuite	\$129	\$450	\$225	\$150

- No sub-letting or sub-leasing allowed
- Food will be charged extra.
- Camping fees might differ for some camp sites....
- Shareholders' children will be charged at the same rate as the shareholder from age 15 until 18 and at half that rate from age 5 to 14 and one quarter from year 3-5
- Members can have family members or very good friends in their own space occasionally and for short terms at nominal [Maintenance Contribution](#) (eg \$5.- per night or \$15/week). If those people require separate accommodation, they will be charged like a residential shareholder, subject to availability.

A person applying as full or introductory member needs to pay a twenty percent deposit plus a non-refundable application fee of \$150.-. The person will need to complete a three month trial period, during which (s)he will be charged Maintenance Contribution as a short term visitor.

If the person is then accepted, all of the difference between the full visitors Maintenance Contribution paid during the trial period and the Maintenance Contribution (s)he would pay as a member (either full or introductory) will be accounted as paid-up part of her/his share. The rest is due immediately. However, a payment schedule which, will include interest, can be agreed on.

PLEASE NOTE: This [Maintenance Contribution Schedule](#) may be amended or changed from time to time by a general meeting.

ANNEXURE THREE - LABOUR and FOOD SCHEDULE

LABOUR - Members' labour input should cover at least all maintenance requirements of the Co-Op.

Estimated Co-Op maintenance labour requirements (Assuming 40 members):

Office work	~30 hours/week
Cleaning (excl. kitchen)	~40 hours/week
Gardening (incl. food garden)	~150 hours/week
Husbandry	~40 hours/week
Kitchen (incl. clean-ups) [assuming shared dinner and buffet breakfast]	~100 hours/week
Maintenance	~40 hours/week
TOTAL	400 hours/week (or ten full time people)

This requires each member (including those in their acceptance period) living permanently on Co-Op land to contribute ten hours/week.

Part time residents are to contribute proportionally, however for full members this is accounted for on a yearly basis for more flexibility.

The Co-Op does not accept payment in lieu of labour, however trading between Members is permitted (eg you can pay someone else to do your share of labour). The Co-Op may agree for a third party to do part or all of a members volunteer work, but will not get involved in any negotiations between that third party and the member. If at the end of the year a member has not contributed all of his/her hours, a penalty of \$25/hour (which increases by the CPI each year) will be charged.

We encourage visitors living on Co-Op land to participate in Co-Op activities for at least two hours/week.

For comparison, a person living alone spends about twenty hours/week on the above chores (of which about ten hours are spent in the kitchen).

Many minds and hands cooperating is what will create abundance for all of us. Working together is productive, rewarding and enjoyable.

FOOD - We will have one large, shared kitchen (until the Co-Op out-grows it and constructs further infrastructure).

Rooms and outbuildings will not have their own kitchens (at least not in the beginning and until the Co-Op has a strong communal bond). This is firstly because a building with a kitchen is considered as a separate dwelling by council, attracting higher rates etc. Secondly more resources would be required for those kitchens and thirdly we wish to encourage everyone to come together for meals as often as possible.

Each person will have their own space in the cool-room and cupboard for private food items. While allowing for people to make their own special meals we encourage people to participate in group meals for dinner.

This is cheaper, uses less resources and facilitates togetherness.

To pay for the food used in shared meals, members are either charged an equal regular fee as decided by a general meeting from time to time, or the Co-Op might decide to sell food vouchers to members (especially once there are meals on offer

which have very different values).

Visitors can be charged for food and any extra services etc by adding to their room tab, using monitored or honour systems.

Kanjini Co-Op aims to create abundance of food to share as well as to provide funds to cover other living costs and to create profit.

The above labour and food calculations as well as rent and membership fee calculations rely on members to carry all of the Co-Op requirements and do not consider other income streams.

As we create more wealth, we might choose to reduce membership fees, maintenance contributions and/or labour input required from members.

PLEASE NOTE: This Labour and Food Schedule may be amended or changed from time to time by a general meeting.

ANNEXURE FOUR - VISION STATEMENT OF KANJINI CO-OP Ltd

We intend to live together in a harmonious, joyful, cooperative and sustainable way while being pro-actively aware and respectful of our inner and outer environments.

Definitions:

'Cooperative' means sharing, working together, respecting each other, pooling resources and skills, working towards a common vision for mutual benefit

'Sustainable' means fulfilling the needs of the present without degradation of the ecosystem or compromising the ability of future generations to meet their own needs.

'Pro-actively' means being responsible, taking action rather than re-acting

'Inner environment' includes experiences, values, feelings, emotions, inner self

'Outer environment' includes landscape, fauna and flora, built and social environment, atmosphere and planet

Index:

1. **COOPERATIVE**
2. **LAND**
3. **BUILDINGS – COMMUNAL & INDIVIDUAL**
4. **INFRASTRUCTURE**
5. **AGRICULTURE**
6. **ECONOMICS**
7. **TECHNOLOGY**
8. **HUMAN INTERACTION**
9. **EDUCATION AND RESEARCH**

1. COOPERATIVE

We have chosen a Trading Cooperative as a legal structure to pool our resources and work together. A Trading Cooperative, can legally make a profit, which allows us to create wealth and abundance unlike a Non- Trading Cooperative.

The increasing fragmentation of society (moving away from community and large families to smaller and smaller households) we feel is a main cause for the problems human society faces today.

Living cooperatively with many people will reduce our overall requirement of resources as well as improve human relationships, personal growth and caring for each other and our environment.

Further reasons for forming a Cooperative rather than a company are:

- A Co-Op gives a vote to each person, while a company for example gives a vote to each dollar.
- In a Co-Op, all decisions, including rules and membership, are made with at least 75% of votes, rather than simple majority.
- A Co-Op can buy back shares and can charge its members a fee to cover operational costs.
- All cooperatives are governed by a legislated act and a set of model rules. We have adapted the latter to suit our special requirements.

2. LAND

Kanjini Co-Op owns a large property (settlement date 21.12.2012) with areas of prime agricultural soil, plentiful water, areas of cleared land and natural habitat, bordering on State Forest and World Heritage.

Our aim in managing the land is to maintain or increase its biodiversity in harmony with the natural landscape and habitat.

We consider ourselves to be the guardians rather than just the owners of the land and intend to leave it to future generations in a better state.

3. Buildings

3.a. General Features

3.a.1 Architecture

Our architecture will reflect an overall design harmony and practicality while allowing for individual and inspirational designs.

3.a.2 Design Features

Buildings will be integrated with the landscape, have minimum ecological footprint and be aesthetically pleasing. They will be designed with consideration to optimal light, space, openness, energy efficiency and overall simplicity. Some of these conditions will be achieved by such things as high ceilings, skylights, glass roofs, courtyards, and green spaces.

Design features will consider durability, low maintenance, passive solar heating and efficient and effective cooling/heating. Buildings will be designed to suit all age groups and physical abilities. Natural hydrology will be retained and maintained, valuable agricultural land will be preserved for agricultural purposes rather than buildings. Fencing will be kept to a minimum with the primary purpose of containing animals. All development will be undertaken with awareness and sensitivity.

3.a.3 Building Materials

Preference is given to obtaining materials, organic where possible, from sustainable renewable local sources and producers. Use will be made of recycled materials such as timber for beams, trusses, and flooring; bricks; windows; and steel. Other materials may include such things as clay bricks (mud or fired), bamboo, hempcrete, rocks, adobe or wattle & daub, and steel. Usefulness, cost, longevity and environmental impact of the product over its lifespan will be considered.

3.b Communal Buildings

Our vision is to first erect a building to house communal amenities such as a commercial kitchen, dining hall, office spaces, showers and toilets, dormitory, a laundry and a cyclone shelter, as well as personal rooms. These are our first priorities but we also envision having water features, a reception area, a library, a seminar/workshop area, a recycling place, entertainment room, play spaces, meditation and celebration space, a heated pool and maybe even a shop for basic needs of members and to sell our produce, as well as a café.

3.b.1 Plant and Equipment will be housed in a machinery and tool shed and shelter for communal vehicles will be provided. Additional storage spaces will be provided in accordance to need.

We envisage having specific areas to process food and for storage, a clay oven for baking and a honey house to process bee products.

3.b.2 Health and Well-being facilities will ultimately include a common prayer/meditation area, retreat areas and healing space, a multi-purpose community hall with dance floor and a stage, an arts and craft centre, a pottery kiln, a heated pool, sauna and spa, education and sports facilities.

3.b.4 Children and youth spaces

We envisage some spaces to be dedicated as children and youth spaces. Children and youth will be invited to participate in the decision making process affecting their communal spaces.

3.b.5 Animals and Gardens Additionally, there will be buildings and shelters in relation to animal husbandry, horticulture and other community activities.

3.c Individual Living Spaces

It is envisioned that individual spaces will be minimal in size and design, ranging from 1-2 rooms in the main community building to single or clustered rooms in 'pavilions' to possibly some multi-bedroom dwellings, all possibly with verandhas or outdoor areas and some will have toilets and bathrooms and/or kitchenettes. All individual spaces should be designed with consideration of connectedness with the environment. Within the parameters of the co-op guidelines and covenant, a fully paid, Full Member can design their accommodation within a budget. Since all buildings will be owned by Kanjini Co-Op, the final design will be decided by the Co-Op members.

In initial consultations with council, we have been told that for us to put more than one dwelling on each lot (we will keep two lots and one of them already has two dwellings), we need to make a development application and provide a reasonable need (caretaker or workers accommodation etc). However, we can have a 'pavilion' style main dwelling which is not limited in size, and where some rooms can be totally detached from the main building (which can have toilets, bathrooms and some even kitchenettes). This fits with our vision to minimise resources and environmental impact and to encourage all members to come to the main community building regularly to share daily activities and evening meals. For any new dwelling permit received from council, preference is given to members who came on board earlier and to members who are willing to share the dwelling with other members, introductory members or visitors.

3.c.1 Domestic Animals

The Co-Op does not encourage or prohibit the keeping of dogs and cats. All non-native pets will need to be strictly controlled. It is the responsibility of the owner to ensure the pet does not hunt any wildlife or disturb people. If such a problem persists, a general meeting can decide the removal of problem animals.

4. INFRASTRUCTURE

Infrastructure will service and inter-connect private members' areas and guest or public areas.

4.a. Transport

Within the settlement car movements will be kept to a minimum and be speed-limited. Walkways, bicycles and electric vehicles will be encouraged for internal transport. Consideration will be given to cost, toxicity and necessity of dirt, gravel or bitumen. There will be a pool of communal vehicles for external use and specified car parking areas.

4.b. Water

Of high priority in our vision is permanent running, abundant and good quality water for supply and recreation. The property has a large existing lake / dam (20acres) and the potential for the construction of further dams.

A gravity fed reticulation system is preferred; where pumping is necessary alternatives to petrol pumps will be given priority. Additional water may be obtained from springs, bores, and rainwater tanks. Water conservation and wastewater management incorporating a natural grey water treatment system will also be prioritised.

To enhance the aesthetics of the settlement water features will be included. Consideration will be given to harvesting and selling of excess water.

4.c. Hot Water

Top of the list are solar hot water systems combined with rock filled underground tanks for

long term heat storage. Other options include thermal bores, parabolic mirrors, and back-up hot water systems attached to slow combustion stoves.

4.d. Waste/recycling

It is envisaged that waste will be recycled as much as possible and that there will be minimal non-organic waste. Glass and metal can be melted and reused using the technology of a parabolic mirror. Paper and cardboard can be used for making new paper products, used in biogas plants or fed to worms or as mulch.

Plastic use will be discouraged as will one way batteries. Rechargeable batteries and dynamos will be encouraged as well as a willingness to embrace new green technologies. High quality long life products will be considered over cheap short lasting ones. Organic waste will be utilised as much as possible by composting, feeding worm farms, producing biogas etc.

4.e. Electricity Generation

We envisage to be independent of the grid. Electricity will be generated by renewable energy systems including solar, hydro, wind, parabolic mirror, and other renewable sources. There will be a central system as well as individual ones utilising several different power sources. We will be encouraging electricity conservation by using energy saving light bulbs; sensors and dimmers; low wattage appliances and maximum use of natural lighting.

Preference to an underground power system will be given subject to considerations of economics and appropriateness.

Apart from household and industrial use the electricity generated can be used to run electric vehicles and machinery as well as whatever other alternative options our creative thinking can come up with. Excess can be stored and possibly sold.

We will remain open to new developments in the field of energy generation including the use of wind to compress air to drive tools, a generator and/or vehicles.

5. AGRICULTURE - horticulture, aquaculture, forestry, animal husbandry.

Agriculture will be engaged in for our own consumption as well as commercially. We will use permaculture, organic and biodynamic methods adapted to local conditions with a focus on seasonal and local foods, while aiming for long-term sustainability for future generations. We will grow a large variety of fruit trees and vegetables (with a preference to using non-hybrid and non GM seeds); spices; herbs for healing and cooking; flowers for scent, aesthetics, oils, and for attracting birds and butterflies; trees for timber, shade and bee food; bush tucker; mushrooms and fungi; bamboo (no running varieties); and industrial hemp. Aquaculture will be practiced both in our large dams as well as in smaller integrated systems incorporating algae, worms and vegetables.

We are committed to forestry both for long-term timber production as well as for carbon sequestration.

Animal husbandry may include poultry, livestock, aquaculture and bee keeping. All non-native animals will be strictly controlled and/or fenced.

We anticipate selling our surplus commercially including farmers' markets and food networks. We will be looking to value add by drying, preserving, distilling, brewing and otherwise processing our produce.

6. ECONOMICS

Kanjini Co-operative aims to be financially sustainable and abundant through the development of industries, primary production and other activities, creating income and internal employment.

Cooperative businesses will be encouraged over private ones.

Individual businesses are subject to Co-op approval and will need to lease facilities and give a small percentage of income to the Co-op.

An internal and external barter and trade system may be established. The cooperative shall not borrow against more than 10% of property value and only if unallocated income-streams can support repayments (unless the continued existence of the Co-Op is threatened by this limitation).

In addition to primary production, cooperative businesses could include guest accommodation, educational courses, classes and seminars (e.g. yoga, art, meditation, permaculture, alternative energy systems, sustainability), festivals, concerts and so on. WOOFERS are encouraged.

7. TECHNOLOGY

The Co-operative will use, research, develop and showcase a wide range of alternative technologies. For example, hybrid, electric and air-powered vehicles, alternative fuels, and other advances in transportation will be embraced where possible. *For further examples please refer to Section 4. Infrastructure.*

Mobile phone usage will be limited in certain places. TV and music system usage will be subject to guidelines regarding noise levels and visual aesthetics (eg. Satellite dishes).

8. HUMAN INTERACTION

We envision living harmoniously as a mutually supportive and diverse community. To manifest and enhance this concept, we will have regular communal dinners, shared meditations, meetings and activities.

We work together to create a sustainable future. We sing, dance, laugh and celebrate together to enhance and foster love, friendship, fun, tolerance, trust and truth. We commit to honesty with each other, clear communication and peaceful methods of conflict resolution.

We share knowledge, creativity and skills and intend that all our interactions to be imbued with compassion, respect, caring, warmth and affection to create an environment conducive to fostering the fullest development of human potential.

We respect the need for privacy while maintaining a commitment to community.

Our wish is to be a happy, healthy, and wise community striving for long-term sustainability and to value natural living, natural sounds and silence, including designated areas for nudity.

In making decisions we aim for unanimous consensus but require at least 75% agreement.

9. EDUCATION AND RESEARCH

One of the main aims of Kanjini Co-Op is to be a model for long-term sustainability, alternative technology and cooperative living, in harmony with nature and each other. In order to educate the wider community, we envisage forums and workshops, live-in courses and lectures and collaboration with like-minded and research organisations. We will continuously research and promote these and associated issues, remaining open to new and fresh ideas.

ANNEXURE NINE - CONFLICT RESOLUTION POLICY

KANJINI CO-OP Ltd - CONFLICT RESOLUTION POLICY

Kanjini Co-Op acknowledges that any conflict involving any of the below parties is likely to negatively affect the involved parties and Kanjini Co-Op if left unresolved. Kanjini Co-Op further acknowledges that each resolved conflict is likely to strengthen Kanjini Co-Op and the relationships between involved parties.

Consequently, all Kanjini members, whether they are personally involved or not, commit to support all involved parties in any conflict resolution. Any such support shall respect both parties to the conflict and use non-violent communication.

When confronted with conflict of any kind between any of the following parties: the Cooperative, its board and committees, members and visitors, employees and contractors, these parties agree to adhere to the conflict resolution principles and steps outlined below:

Problem Solving Ground Rules and Conflict Resolution Protocols

A) Recognition and Notification

All parties agree to notify any other party or person within 7 days of experiencing any conflict or problems with that party or person.

B) Resolution by the Parties

All parties to the conflict agree to discuss and attempt to solve problems by dealing directly with the person or persons with whom he/she is experiencing problems / conflict within 14 days of the dispute or grievance having been notified.

C) Resolution by Kanjini Co-Op

If the matter is not resolved under the above procedure within 14 days of notification, the parties will inform the board of the unresolved conflict within 24 hours, and within 14 days a further meeting must be called by the board and attended to by all parties involved in the presence of a mutually agreed referee. In the absence of agreement as to a referee, the board of the cooperative will appoint such referee.

The referee cannot make any decision binding on the parties but must conciliate and mediate. All Co-Op members and any other people the board may consider to be affected by or connected with the conflict shall be invited to attend this meeting and may be given permission to speak by the referee or any board member, as long as that board member is not involved in the conflict.

D) Resolution by Government Mediator

If the matter is still not settled then all involved parties must agree to seek resolution within 10 days if possible or alternatively as soon as possible, by the assistance and with the mediation of the Alternative Dispute Resolution Division of Queensland, Department of Justice.

E) The Board may give Directions

If the matter is still not resolved the board may give further directions to the parties in order to try and resolve the conflict.

The board may also give any directions additional to the above processes at any earlier time during conflict resolution as it sees fit.

The parties agree to be bound by any such directions by the board.

F) General Ground Rules for Conflict Resolution

All parties involved commit to avoid contributing to the perpetuation of the problem and to maintain confidentiality of anything said in conflict resolution meetings.

All parties will agree to the following ground rules when involved in conflict resolution efforts:

1. A commitment to mutual respect
2. A commitment to solve the problem
3. A commitment to non-violent communication

Kanjini Co-Op recognises the need, at times, to discuss, seek advice, or seek comfort from others while in the midst of conflict. Any person who is approached for solace, advice etc. agrees to provide these things in the spirit of helping to improve the situation.

In the spirit of protecting the privacy and rights of the Cooperative and its members, all parties commit to maintain confidentiality regarding any such conflicts when speaking with people in the wider community.

The Conflict Resolution Policy can only be altered by an alteration to the rules.