

STONEYFORD DEVELOPMENT ASSOCIATION Constitution

NAME

The official Name shall be 'The Stoneyford Development Association'.

1. OBJECTIVES

The Objectives of the Stoneyford Development Association are to

- 1) Promote community development in Stoneyford.
- 2) Coordinate the provision of community services for the people of Stoneyford.
- 3) Identify needs that may arise for individuals or groups within the community of Stoneyford and to endeavour meet these needs within reason and the limitations of the organisation.
- 4) Maintain the Community Centre in Stoneyford.
- 5) Liaise with the various community groups in Stoneyford and to establish a good working relationship to ensure a cohesive network of groups within the community. (e.g. Active Retirement Group, Mother and Toddler, etc.)
- 6) Coordinate various sub-groups who will act on behalf of the Stoneyford Development Association.
- 7) Ensure equality for all groups within our area.
- 8) Liaise with local state and semi-state organisations and local authorities to develop the centre and community services in Stoneyford.
- 9) Foster and develop community spirit in our area.

2. STONEYFORD COMMUNITY CENTRE

The Stoneyford Community Centre is owned by the people of Stoneyford, for the people of Stoneyford Village and local areas.

The Stoneyford Development Association Executive Committee must approve the use of the Community Centre.

The Stoneyford Development Association will hold the Community Centre in Trust for the People of Stoneyford. This Board of Trustees has been in situ since the

building of the Community Centre in 1988. The role and responsibility of these Trustees is under legal advice.

3. MEMBERSHIP

- 1) MEMBERSHIP will be granted to persons, who subscribe to and undertake to further the aims and objectives of the Stoneyford Development Association.
- 2) A paid up member may be nominated for any position on the Executive Committee at the AGM.
- 3) Membership of the Development Association shall entitle them to submit nominations prior to the AGM and entitles them to vote at the annual general meeting.
- 4) A paid up member is also eligible to be nominated onto any sub-committee deemed necessary by the Executive Committee of the Development Association.
- 5) A member is also entitled to vote at any general meeting.
- 6) Membership must be paid prior to or at the commencement of the AGM in order to be eligible to vote or to be nominated
- 7) A membership form may be filled out on payment of the annual fee.

4. SUBSCRIPTIONS

The Annual Subscription to be paid by members of the Association shall be determined by the Executive Committee and ratified at the Annual General Meeting. The annual membership charge will be reviewed at each AGM.

The determined Annual Subscription shall be payable prior to or at the AGM and annually thereafter.

5. THE DEVELOPMENT ASSOCIATION EXECUTIVE COMMITTEE

The business and affairs of the Development Association shall be under the management of the Executive Committee.

The Executive Committee shall be comprised of the Chairman, Vice-Chairman, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, and PRO.

The Executive Committee may, from time to time, invite paid members to join the executive committee for the purpose of special projects etc as deemed necessary.

By invitation, a representative of other community groups may also attend an Executive Committee meeting for specific purposes.

Nominations to serve on the Committee shall be by those whose membership fees are paid up to date.

The Executive Committee shall be elected by the Members present and entitled to vote at the Annual General Meeting.

Only Members who's Membership Fees are paid up to date shall be eligible for election to the Executive Committee.

The outgoing Executive Committee shall conduct the Annual General Meeting.

The Executive Committee shall hold office until the conclusion of the following Annual General Meeting.

6. MEETINGS OF THE DEVELOPMENT ASSOCIATION.

The Stoneyford Development Association shall meet, if possible, once each quarter on a day/date decided by the Committee.

All members should be notified of the meeting at least one week in advance by text, parish newsletter, and local media where possible (with the exception of the AGM).

The Executive Committee shall meet at least once each quarter, and three members present shall constitute a quorum.

The Chairman, when present, shall preside over all meetings of the Executive Committee. In his absence, the Vice-Chairman shall preside.

If both the Chairman and the Vice-Chairman are absent, the Executive Committee shall elect a member present to preside at the meeting.

The Secretary shall record the minutes of each meeting.

The minutes shall specify the date of the meeting, those present, and a brief account of the meeting. These minutes shall be read to the next meeting.

Such minutes, if agreed as being accurate or having been appropriately amended, shall be signed by the Chairman and Secretary, having been first proposed and adopted.

7. SUB COMMITTEES

The Executive Committee shall have the sole right to appoint Sub-Committees, as required.

The Executive Committee shall define the duties of such Sub-Committees, and retain control in all matters and activities which it considers of importance to the general welfare of the Association, including the disposal of any funds in the hands of such Sub-Committees. All funds of Sub-Committees must be lodged to the main Stoneyford Development Account and a detailed account of income and expenditure must be presented to the Treasurer for the AGM.

The Executive Committee shall have power to nominate the Chairman of such Sub-Committees.

A representative of the Sub-Committee may attend Executive Committee meetings.

All Executive Committee members of the Development Association Committee shall be ex-officio members of all Sub-Committees.

8. COMPLAINTS

Each Member shall have the right to be heard by the Committee upon any complaint or representation sent by him, in writing, to the Secretary.

A Special meeting of the Development Association may be called

(a) by the Chairman or Secretary

(b) the purpose for which the special meeting is required stated.

9. RESIGNATIONS/DISMISSALS

Should an office bearer wish to resign prior to the next Annual General Meeting, he/she may give notice to the Chairman. The Chairman shall appoint a temporary Committee Member, with the agreement of the committee, until such time as a new officer maybe elected the AGM.

If during the term of office an office bearer is not carrying out their duties e.g. Absent from three consecutive meetings without reasonable explanation, gross misconduct that is contrary to the aspirations, objectives, and aims of the SDA, the committee reserve the right to request their resignation. Any proposal to remove an

office bearer must be notified to them in writing if they are absent from the meeting that the proposal of resignation was made.

The office bearer will be given an opportunity to appeal this decision with the Executive Committee and if a resolution is not achieved, the proposal for dismissal may then be put to the general membership for a ballot vote.

Should any Member of the Executive Committee resign, be deemed to have resigned, or their position otherwise lapse, the remaining members of the Executive Committee shall, at their discretion, have the power to fill the vacancy, by co-opting a replacement from the body of the Membership.

10. ANNUAL GENERAL MEETINGS

The Stoneyford Development Association shall in each year hold a general meeting as its Annual General Meeting, in addition to any other General Meetings in that year, and shall specify the meeting as such in the notice calling it.

An Annual General Meeting shall be held at such time as shall be decided upon by the Executive Committee, but insofar as is practical shall be held within a 12/18 month period unless a longer period is agreed for special circumstances.

The standard term of office is 3 consecutive years, however a committee member may continue to serve in the same or different post if voted in at the third AGM.

The following business shall be transacted at the Annual General Meeting:-

- (a) Minutes of previous Annual General Meeting.
- (b) Consideration of the Annual Report submitted by the Secretary.
- (c) Consideration of the Financial Statements.
- (d) The Chairman's Address.
- (e) Election of Members of the Committee.
- (g) Other Business

The Annual General meeting of the SDA shall be called in the following manner:-

The Executive Committee shall decide upon a date, time and place for the meeting, allowing adequate time to meet the time limits set out hereunder.

Once the date of the Annual General Meeting has been fixed, the Secretary may give at least twenty-one days notice to the members of such date, at the same time inviting nominations for election to the Executive Committee for the following year and motions for consideration at the Annual General Meeting, also specifying that such nominations and motions shall be received by a date not less than ten days prior to the date fixed for the meeting.

The Secretary shall then, on or after the date specified for return of such Nominations and Motions, but so as to give the members ten days clear notice before the meeting, circulate to the members the following documentation:-

- (a) Copy of the Agenda for the meeting.
- (b) Details of the Nominations for election to the Executive Committee.
- (c) Copies of any motions for consideration at the meeting.

In the event of the number of Nominees for any particular Executive Committee position being equal to or less than the number of positions to be filled, such Nominees shall be declared elected, and any positions left unfilled, due to the lack of Nominees or Nominees withdrawing, shall be filled by the new Executive Committee, as soon as practical after the Annual General Meeting.

General meetings.

No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, twenty per cent of Full Members eligible to vote shall be a quorum at a General Meeting.

If within half an hour after the time appointed for a General Meeting, a quorum of members is not present, the meeting if convened on the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the following month, at the same time and place; and if at the reconvened meeting a quorum of members is not present within half an hour after the time appointed for the meeting, the members then present shall be a quorum.

The Chairman, and failing him the Vice-Chairman, shall preside as Chairman at every General Meeting of the Stoneyford Development Association.

If there is no such Chairman, or if at any meeting he is not present within thirty minutes after the time appointed for the holding of the meeting, the members then present shall choose someone of their number who is a member of the Executive Committee to be Chairman of the meeting, and if there shall be no Member of the

Executive Committee present, then the members shall elect any one of their number to be Chairman of the Meeting.

The Chairman may, with the consent of the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any reconvened meeting other than the business left unfinished at the meeting from which the adjournment took place.

Failure to comply strictly with the time limits set out in this Constitution and Rules or the non receipt of Notice of a Meeting by any persons entitled to receive notice shall not invalidate the proceedings at that meeting, but shall entitle the majority of members present to seek and be granted an adjournment of the meeting to such date by which they would be given an adequate time to be furnished with and consider the contents of any relevant documentation.

11. VOTING

Only Full Members, whose membership fees are paid up to date, shall be eligible to vote at a General Meeting.

A Chairman of a General Meeting, Executive Committee meeting or any Sub-Committee meeting shall, in the event of a tie, whether on a show of hands or on a ballot, have a casting vote in addition to his vote as a member, other than for the election to any position, when the outcome in the event of a tie shall be a second round of secret ballot and if still resulting in a tie the election to be decided by lot.

At any General Meeting a resolution put to the vote of the meeting shall be decided on the show of hands, unless, before or on the declaration of the result of the show of hands, a ballot is demanded:-

- (a) by the Chairman
- (b) by at least five members present and entitled to vote.

Unless a ballot is so demanded, a declaration by the Chairman that a resolution has on the show of hands been carried, or carried unanimously, or by a particular majority, or lost, shall be final, and an entry to that effect in the book containing the minutes of proceedings of the Development Association shall be conclusive evidence of the fact, without proof of the number or proportion of the votes in favour of or against such resolution.

If a ballot is so demanded, the same shall be taken in such manner as the Chairman directs, and the result of the ballot shall be deemed to be the decision of the meeting at which the ballot was demanded.

A Secret Ballot shall be carried out to decide the result of any contest for any elective position.

12. HALL USE

All hall-users must make bookings through the Secretary or special designated person.

The rent and rates for hall use should be reviewed annually at the AGM.

All hall-users must adhere to the general maintenance/hall usage rules on display in the hall.

It is imperative that rent/charges cover the running costs of the hall i.e. heat and light etc.

All hall-users must adhere to current Code of Ethics as laid down by the Irish Sports Council. Copy available.

Due consideration must be given by all hall users for health and safety to ensure that reasonable Duty of Care is exercised while using the premises.

It is advisable that a representative of each group using the hall should attend Fire Training, which can be arranged by the Executive Committee when deemed necessary.

All hall users must ensure that the hall is maintained and left in good condition following use.

Hall users/groups are encouraged to attend General Meetings of the Stoneyford Development Association.

13. BOOKS AND ACCOUNTS

The Executive Committee shall open a Bank Account or Accounts with an approved Bank on behalf of the association, and all cheques drawn on the said account shall be signed by the Treasurer and countersigned by one of either the Chairman or Secretary.

The Executive Committee shall cause proper Books of Account to be kept in respect of:-

- (a) All sums of money received and expended by the association, and the matters in respect of which such receipts and expenditures take place; and
- (b) All Sales and Purchases of goods by the Association; and
- (c) The Assets and Liabilities of the Association.

The Books of Account shall be kept at such place or places as the Executive Committee shall think fit, and shall at all reasonable times be open to the inspection of the members of the Executive Committee.

An independent suitably qualified Person or Persons shall be appointed as Accountant(s) or as Auditor(s) (if an Audit is deemed appropriate by the Executive Committee) to Report on the Financial Statements of the Association, for presentation at the Annual General Meeting.

For the purposes of applying for grants and funding, the Development Association may organise an independent audit to be carried out when necessary.

The Financial Statements shall be approved by the Executive Committee, and signed by two of three Officers – Chairman, Secretary or Treasurer – on behalf of the Executive Committee.

The Executive Committee shall cause to be prepared and laid before the Annual General Meeting an Account of Income and Expenditure and a Balance Sheet made up to a date not more than six months before such meeting.

The Balance Sheet and Accounts of the Association shall be made available to the Revenue Commissioners, on request.

All Books of Account, including all documents, vouchers, statements and notes, as well as all minute books, notes of meetings, original and copy correspondence and all such documents are the property of the Association and no person shall have any personal title to or interest in such documents to the exclusion of the Association.

The Association shall define the End of the Financial Year.

14. ADDITIONS TO AND AMENDMENTS OF RULES

Additions to and Amendments of this Constitution and Rules may be made at an Annual General Meeting or at a Special General Meeting called for that purpose, providing that the Resolution proposing same is carried by a vote of two-thirds of the members present and voting.

Members wishing to propose Additions to or Amendments of this Constitution and Rules must send notice of the proposed Additions or Amendments in writing to the Secretary not later than ten days before the Annual General Meeting, or Special General Meeting.

15. GENERAL

The Association may give a Notice to any Member either personally, by text or by sending it by post or electronically to him at his last known address.

Where a Notice is sent by post, service of this Notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the Notice, and shall be deemed to have been effected at the time which the letter would be delivered in the ordinary course of post.

16. ASSETS AND TRUSTEES

The Association shall have power to acquire, hold Real and Personal Property, and to borrow or raise money in promotion of the objects of the Association, subject to the overall authority of the Executive Committee and the members.

The Real Property shall not be leased, mortgaged, charged, exchanged, sold, conveyed, transferred or otherwise dealt with without the consent of the Board of Trustees and the membership.

In the case of the appointment of the Trustees of the Real Property the Executive Committee shall select where possible a minimum of five persons, who shall then be appointed by the Chairman for the time being as Trustees.

The Trustees shall hold office until the retirement or death, or resign for unforeseen circumstances.

By way of acceptance of their appointment the Trustees of the Real Property shall sign a Declaration of Trust which shall contain the provisions for appointment, removal and replacement of Trustees as well as regulating the conduct of the Trustees in performing their duties and exercising their powers under the trust.

The Trustees of the Real Property shall exercise their powers and perform their duties.

The Directive of the Association shall be given by a resolution of the full members of the Association, passed by a majority of the members present and voting at a duly convened General Meeting and when so passed shall be binding upon all members of the Association.

A Certificate signed by the Secretary shall, in favour of any person relying on same, be conclusive evidence that a Directive, complying in all respect with the provisions of this Rule, was duly given to the Trustees.

The Personal Property shall be vested in the Chairman, Treasurer and Secretary who shall hold same in Trust for the Association.

The Trustees of the Personal Property shall invest and use such property in accordance with the Directives of the Executive Committee, of which an entry in the Minute book shall be conclusive evidence.

The Association shall indemnify and save harmless its Trustees in respect of any loss or expenses bona fide incurred by them in or about the execution of the Trust.

The Board of Trustees are not personally liable for any debts or loans that maybe accrued by the Development Association.

17. INCOME AND PROPERTY

The income and property of the Stoneyford Development Association, wherever derived, shall be applied solely towards the promotion of the main object of the Association as set forth in this Constitution 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, their Executive Committee, Sub-Committees, Trustees, Employees, Appointed Representatives, or any individual past or present who may have formed part of any of the aforementioned.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the SDA or any member of the SDA, in return for any services actually rendered to the Stoneyford Development Association, nor prevent the payment of interest at a rate not exceeding five percent (5%) per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Stoneyford Development Association, but so that no member of the Stoneyford Development Association shall be appointed to any salaried office of the Stoneyford Development Association or any office of the SDA paid fees and that no remuneration or other benefit in money or money's worth shall be given by the SDA to any member of the Executive Committee or any Sub-Committee, except repayment of out-of-pocket expenses and interest at the aforesaid on money lent or reasonable and proper rent for premises demised or shall not apply to any payment to any company of which a member of the SDA may be a member and in which such member shall not hold more than one-hundredth part of capital, and such member shall not be bound to account for any share of profit(s) he / she may receive in respect of any such payment.

18. WINDING UP

A resolution to Wind Up The Stoneyford Development Association shall be passed only at a General Meeting, specially summoned for the purpose of such resolution, if supported by not less than three-fourths of those present and entitled to vote.

If upon the winding up or dissolution of the Development Association their remains, after the satisfaction of all its debits and liabilities, any property or Capital whatsoever, the same shall not be paid or distributed among the members of the Stoneyford Development Association but shall remain in trust with the existing trustees for the benefit of all members of the community and any bona fide group or organisation represented on the association at the time of dissolution, providing where said groups or organisations hold similar objectives or purpose as the Stoneyford Development Association and which shall prohibit the distribution of its property or capital among its or their members to an extent at least as great as is imposed on the Association. Such groups or organisations to be determined by the members of the Association at or before the time of dissolution and if and so far as effect cannot be given to such provisions, then the Trustees shall remain the guardians of said property and capital for the benefit of the members of the community which the Stoneyford Development Association was established to serve.

Ratified by the Stoneyford Development Association on: _____

SIGNED:

CHAIRPERSON: _____

SECRETARY: _____