

# CONSTITUTION AND RULES

-of-

## DERRYBEG FARM CSA

### 1. Name

The name of the group is DERRYBEG FARM CSA (Community Supported Agriculture)

### 2. Main Object

The main object for which the Derrybeg Farm CSA is established (the “Main Object”) is to operate a not-for-profit organic vegetable farm, for a sustainable number of members who pay an annual membership fee yearly or in monthly installments to supply a weekly seasonal vegetable bag to those members for approximately 9 months of the year. The risks, responsibility, and rewards are shared. The Farm is currently operated on approximately 1 acre of land leased from Kildare County Council, at Celbridge Co. Kildare.

### 3. Subsidiary Objects

As objects incidental and ancillary to the attainment of the Main Object, the Body shall have the following subsidiary objects:

- To develop a model of biodiverse, sustainable and environmentally sustainable food production using organic methods
- To cultivate a sense of community within the membership base, with ad hoc social / family events, recipe sharing and other engagement
- To cultivate a sense of volunteerism within the membership base, where members are encouraged to volunteer some time in support of the organisation
- To support education and outreach activities in the local community to promote awareness of sustainable models of food production

### 4. Powers

The Body shall have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

4.1 To solicit and procure and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main

4.2 To make application on behalf of the Body to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.

4.3 To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of and to develop and deal with all or any part of the property of the Body.

4.4 To open and manage one or more bank accounts.

4.5 To employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.

4.6 To insure any or all of the Steering Group Members against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions.

4.7 To do all such other lawful things as the Body may think incidental and conducive to the foregoing Main Object.

## **5. Income and Property**

5.1 The income and property of the Body shall be applied solely towards the promotion of Main Object(s) as set forth in these Rules. No portion of the Body's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Body.

5.2 No Steering Group Member shall be appointed to any office of the Body paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Body. However, nothing shall prevent any payment in good faith by the Body of:

(a) a remuneration to a farmer employed in accordance with applicable legislation to carryout the main and subsidiary objects;

(b) a reasonable and proper remuneration to any member or servant of the Body (not being an Steering Group Member) for any services rendered to the Body;

(c) reasonable and proper out-of-pocket expenses incurred by any Steering Group Member in connection with their attendance to any matter affecting the Body.

## **6. Winding Up**

If upon the winding up or dissolution of the Body there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Body. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the Body. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Body under or by virtue of the Income and Property clause hereof. Members of the Body shall select the relevant institution or institutions at or before the time of dissolution. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

## **7. Members**

The members of the Body shall be those persons as set out in the Register of Members, as amended annually and/or as required.

## **8. Rights of Members**

Membership of the Body is not transferable and shall cease:-

- (a) on the member's death or bankruptcy;
- (b) where a member fails to pay their membership fees for a period exceeding 90 days;
- (c) where a majority of the members decide to terminate a member's membership at a general meeting of the Body;
- (d) if the member resigns, by serving notice in writing to the Steering Group at the Body's principal place of business, or by email to the membership email address.

## **9. General Meetings**

9.1 The Body shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Steering Group and shall specify the meeting as such in the notices calling it provided that every annual general meeting except the first shall be held not more than fifteen months after the holding of the last preceding annual general meeting. The business of the annual general meeting shall include: (a) consideration of the annual accounts; (b) consideration of the annual report; (c) the election and re-election of Steering Group Members (who form the Steering Group), and (d) an update from The Farmer and any other employees.

9.2 In addition, the Steering Group Members may call a second meeting each year, which is an informal information session, to provide the members with an update on the farm's operations.

9.3 All other general meetings other than those at 9.1 and 9.2 shall be known as extraordinary general meetings.

9.4 The Steering Group may convene an extraordinary general meeting. If, at any time, there are not sufficient Steering Group Members capable of acting to form a quorum of Steering Group Members, any Steering Group Member may convene an extraordinary general meeting.

9.5 The quorum for general meetings shall be 10 members.

9.6 The chairperson of the Steering Group shall preside as chairperson at every general meeting of the Body, or if there is no such chairperson, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Steering Group Members present shall elect one of their number to be chairperson of the meeting.

9.7 If at any meeting no Steering Group Member is willing to act as chairperson or if no Steering Group Member is present within 15 minutes after the time appointed for holding the meeting, the members of the Body present shall choose one of their number to be chairperson of the meeting.

9.8 The chairperson may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

9.9 Where there is an equality of votes the chairperson of the meeting shall be entitled to a second or casting vote.

## 10. **Matters Reserved to the General Meeting**

None of the following matters may be brought into effect unless the same shall have been approved at a general meeting of the Body:

- (a) to make any alteration, addition or amendment to these Rules;
- (b) to wind up the Body;
- (c) to remove a Steering Group Member;
- (d) to employ and remunerate any person; on remuneration exceeding €20,000 (gross) per annum;
- (e) to incur capital expenditure, whether on one or more projects, in excess of €5,000 in any calendar year;
- (f) to appoint a new trustee of the Body pursuant to Rule 18;
- (g) to change the name of the Body.

## 11. **Notice of General Meetings**

11.1 A meeting of the Body, other than an adjourned meeting, shall be called:

- (a) in the case of the annual general meeting, by not less than 14 days' notice;
- (b) in the case of an extraordinary general meeting, by not less than 7 days' notice.

11.2 Notice of meetings will be given to members by email, based on the information they have provided on their membership forms, as updated from time to time.

11.3 The notice of a meeting shall specify the place, date and time of the meeting and the general nature of the business to be transacted at the meeting.

11.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at the meeting.

## 12. **Votes of Members**

Where a matter is being decided at the general meeting, every member present in person shall have one vote, but so that no individual member shall have more than one vote.

## 13. **The Steering Group**

13.1 The number of members on the Steering Group shall be not less than three (3) and unless and until determined by the Body in general meeting, not more than five (5). A Farmer is ex officio a Steering Group member.

13.2 No remuneration shall be payable to any of the Steering Group members in respect of his/her services as a Steering Group member or on any committee of the Steering Group. The Steering Group Members may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Steering Group or any committee of the Steering Group or general meetings of the Body or otherwise in connection with the business of the Body.

13.3 The business of the Body shall be managed by the Steering Group, who may exercise all such powers of the Body as are not by these Rules required to be exercised by the Body in general meeting, subject nevertheless to the provisions of these Rules and to such directions as the Body in general meeting may give. No such direction given by the Body in general meeting shall invalidate any prior act of the Steering Group which would have been valid if that direction had not been given.

13.4 All cheques and other negotiable instruments and all receipts for moneys paid to the Body shall be signed, endorsed or otherwise executed by such person or persons and in such manner as the Steering Group shall from time to time by resolution determine.

13.5 The Body shall keep minutes:-

(a) of the names of the Steering Group Members present at each meeting of the Steering Group and of any committee of the Steering Group;

(b) of all resolutions and proceedings at all meetings of the Body and, of the Steering Group Members and of committees of the Steering Group.

## 14. **Rotation of Steering Group Members**

14.1 At the Annual General Meeting every year, one-third of the Steering Group for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

14.2 The Steering Group Members to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Steering Group Members on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

14.3 A retiring Steering Group Member shall be eligible for re-election.

14.4 The Body, at a meeting at which an Steering Group Member retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default of the Body doing so, the retiring Steering Group Member shall, if offering himself for re-election, be deemed to have been re-elected, unless (a) at such meeting it is expressly resolved not to fill such vacated office; or (b) a resolution for the re-election of such Steering Group Member has been put to the meeting and lost.

14.5 No person other than an Steering Group Member retiring at the meeting shall, unless recommended by the Steering Group, be eligible for election to the office of Steering Group Member at any general meeting unless, not less than three nor more than 7 days before the date appointed for the meeting, there has been left at the Body's principal place of business (a) notice in writing, signed by a member of his/her intention to propose such a person for election, and (b) notice in writing signed by the person concerned of his/her willingness to be elected.

14.6 The Body may remove any Steering Group Member before the expiry of his/her period of office.

14.7 The Steering Group may at any time appoint any person to be a Steering Group Member, either to fill a casual vacancy or as an addition to the existing Steering Group Members, but so that the total number of Steering Group Members shall not at any time exceed the number, if any, provided for in these Rules. Any Steering Group Member so appointed shall hold office only until the next annual general meeting, and shall then be eligible for re-election.

## **15. Proceedings of the Steering Group**

15.1 The Steering Group may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. The Steering Group should appoint a Chairperson, Secretary and Treasurer. In case of equality of votes the Chairperson shall have a second or casting vote.

15.2 The quorum for meetings of the Steering Group may be fixed by the Steering Group and, unless so fixed, shall be two (2).

15.3 If their number is reduced below the necessary quorum, the continuing Steering Group Member(s) may act for the purpose of increasing the number of Steering Group Members to that number or of summoning a general meeting of the Body, but for no other purpose.

15.4 If at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the Steering Group Members present may choose one of their number to be chairperson of the meeting.

15.5 The Steering Group may delegate any of its powers to committees consisting of such member or members of the Steering Group and such other persons as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Steering Group.

15.6 The Steering Group may appoint the chairperson of any committee; if no such chairperson is elected, or if at any meeting of a committee the chairperson is not present within fifteen minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.

15.7 A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and when there is an equality of votes, the chairperson shall have a second or casting vote.

## 16. Notices

A notice may be given by the Body to any member either personally or by sending it by post or email to the member at his or her registered address or email address (or, if not so registered, then to the address or email address of the member last known to the Body).

## **CODE OF CONDUCT**

A Member makes good use of time and is careful of possessions and property belonging to the Farm and to others. A Member has respect for self and others and respects nature and the environment.