**

*“activity in body, mind and spirit for the over 50s in the Community "*

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**Constitution**

**1. Name:**

The name of the Group shall be The Catalysts ("the Group").

**2. Location:**

The Group shall be located at The Catacombs, Calry Church, The Mall, Sligo.

**3. The Main Object of The Catalysts:**

The Main Object of the Group is to promote activity in Body, Mind and Spirit of members of the Sligo community who are over 50 years of age.

**Subsidiary Objectives of the Group:**

In furtherance of the Main Objective, the Group shall have the following subsidiary objects.

1. To provide opportunities which encourage the overall well-being of members.
2. To provide opportunities to develop new skills and activities.
3. To encourage the contribution of members to the local community.
4. To encourage activities which cater for the spiritual interests of the members.

**The following methods are used to achieve the objectives:**

1. Provision of education to develop new skills in response to identified needs.
2. To promote forms of physical activity in order to improve the well-being of members.
3. Provision of various forum promoting social interaction.
4. A "Casual Cats" group which meets weekly with a varied programme of activities and speakers.
5. Members will be actively involved in the running of the Group.
6. Links with local agencies and the community will be actively pursued.
7. Other methods may be employed as deemed appropriate by the Steering Team.

**4. Membership:**

1. Membership of The Catalysts is open to all members of the community who are over 50 years of age on payment of an annual membership fee.
2. The Members' Register will be revised annually by 30th September.
3. Guests may be signed in by members on an occasional, daily, basis for a small contribution.
4. The fee for the next financial year shall be determined at the Annual General Meeting.

**5. Management:**

The Catalysts operates within the Catacombs Project, for which Calry Select Vestry has overall responsibility.

It is directed by a Steering Team which is comprised of a Chairman, Secretary, Treasurer, and between 2 and 6 ordinary team members. The Steering Team will be chosen and elected at each AGM, from the members of The Group and are named at the end of this Constitution.

The Manager of The Catacombs Project, while in situ, is, in addition, an ex-officio member of the team as is the Rector of Calry Parish Church who may be represented by another member of Calry Select Vestry.

1. The team will meet as necessary and a quorum will be not less than three members.
2. No remuneration shall be paid to any of the Steering Team in respect of his/her service as a Steering Team Member.
3. The business of the Group shall be managed by the Steering Team.
4. The Group shall keep minutes of any meetings which are held. These will include those present at each meeting and all resolutions and proceedings which occur.
5. Steering Team members can only retire or be elected and re-elected at the AGM. A retired trustee shall be eligible for re-election.

**6. Powers:**

A Steering Team elected from the Group’s membership, 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.

1. To solicit and procure and to accept and receive any donation of property of any nature and 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 Object.
2. Subject to Clause 7 Income and Property, to employ such staff, or recruit volunteers, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.
3. To establish and support any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Group shall consider calculated to promote its Main Object
4. To make application on behalf of the Group to any authority, whether governmental, local philanthropic or otherwise, for financial funding of any kind.
5. To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of and to develop and deal with all or any past of the property of the Group.
6. To borrow and raise money in such a manner as may be considered expedient, and for the purpose of securing any debt or other obligation of the Group to mortgage or charge all or any part of the property of the Group, present or future.
7. To invest any monies of the Group not immediately required for use in connection with its Main object and to place such moneys on deposit, prior to permission to be obtained from the Revenue Commissioners, where the Body intends to accumulate funds over a period in excess of two years for any purposes.
8. To open one or more bank accounts and to draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferrable instruments.
9. To ensure that any or all of the Steering Team are insured 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 as charity trustee (as defined by the Charities Act, 2009).
10. By obtaining, collecting and seeking finances by way of grants, donation, bequests, legacies and otherwise, it is a rule that the Group may not engage in any form of permanent and otherwise trading in raising funds.
11. To do all such other lawful things as the Group may think incidental and conducive to the foregoing Main Object.
12. In promoting and organising the above, the Body will co-operate with the local statutory authorities, churches and other voluntary organisations.

**7. Income and Property:**

The Income and Property of the Group shall be applied solely towards the promotion of the Main Object(s) as set forth in Section 3. No portion of the Group’s income and property shall be paid, transferred directly/indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Group.

No Steering Team Members shall be appointed to any office of the Group paid salary or fees, or receive any remuneration or other benefit in money, or its worth, from the Group.

However, nothing shall prevent any payment in good faith by the Group of:

1. Reasonable and proper remuneration to any member or servant of the Group (not being a Steering Team member) for any services rendered to the Group.
2. Interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum, on money lent by Steering Team members or other members of the Group, to the group.
3. Reasonable and proper rent for premises demised and let by any member of the Group, including and Steering Team member, to the Group.
4. Reasonable and proper out-of-pocket expenses incurred by any Steering Team Member in connection with their attendance to any matter affecting the Group.
5. Fees, remuneration or other benefit in money or money’s worth to any Company of which a Steering Team member may be a member, holding not more than one hundredth part of the issued capital of such Company.
6. Nothing shall prevent any payment by the Group to a person pursuant to an agreement entered into in compliance with Section 89 of the Charities Act, 2009 (as for the time being, amended, extended or replaced).

**8. Finance:**

1. The Steering Team of The Catalysts shall ensure that appropriate financial systems are put in place and monitored regularly.
2. All monies raised by or on behalf of the Group shall be applied to further the objectives of the group and for no other purpose.
3. The Financial Year shall be from January 1 to December 31.
4. A Bank Account will be kept with 3 named signatories any 2 of whom can authorise transactions. One of whom should be The Treasurer.
5. The Group shall have a bank account either with the AIB, Stephen Street, Sligo or such other bank as the Steering Team decides.
6. The Treasurer will be responsible for maintaining financial records and submitting same to Charities Regulatory Authority on an annual basis.
7. All cheques and other negotiable instruments and all receipts for moneys paid to the Group shall be signed, endorsed or otherwise executed by such person/s and in such manner as the Steering Team shall from time to time by resolution determine.

**9. Annual General Meeting:**

An Annual General Meeting) will be held not later than the end of February each year. All meetings other than the Annual General Meeting shall be known as Extraordinary General Meetings.

1. Notice of the AGM shall be not less than 14 days and in the case of an Extraordinary General Meeting, notice shall be not less than 7 days.
2. 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.
3. All paid up members of The Group will be entitled to attend and have one vote.
4. The Agenda for the AGM shall include the following matters - Reports regarding activities and finances, will be presented by – the Chairman, the Manager, the Treasurer and the Secretary.
5. None of the following matters may be brought into effect unless they have been approved, by a two thirds majority, at a General Meeting of the Group:-

Alterations, addition or amendments to these rules.

To wind up the Body.

To remove or appoint a trustee of the Body.

To change the name of the Body.

1. Items for discussion at the AGM, shall be submitted to The Chairman, or other Steering Team member, in writing 14 days prior to the AGM.

**10. Winding Up:**

If upon winding up or dissolution of the Group, there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among members of the Group.

Instead, such property shall be given or transferred to some other Charitable Institution/s having main objects similar to the Main Objects of the Group.

The Institution/s 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 Group under or by virtue of Clause 7 Income and Property hereof.

Members of the Group shall select the relevant institution/s at or before the time of dissolution. If effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of The Charities Regulator.

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.

**11. Additions, Alterations and Amendments:**

The Group must ensure that the Charities Regulator has a copy of its most recent governing instrument.

If it is proposed to make an amendment to the governing instrument of the Group which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval and the amendment shall NOT take effect until such approval is received.