CONSTITUTION

OF

COMMUNITY SPONSORSHIP GROUP

1. **Name**

The name of the association is Sponsorship Group (the "**Association**").

2. **Objects**

The main object for which the Association is established (the "**Main Object**") is to provide all necessary supports to a family / individual as identified from time to time by the Association (the "**Beneficiary(ies)**" who will be settled in the community of (the "**Community**") during their initial period of resettlement in the beneficiary(ies) positive integration into the Community as part of the Humanitarian Admissions Programme (the "**Programme**") established by the Department of Children, Equality, Disability, Integration and Youth (the "**Department**") under the auspices of the Irish Refugee Protection Programme (IRPP). Provided that the Association shall not provide support and assistance to more than four Families at any time, and such assistance shall be restricted to those Families and no provision of help or assistance will be provided to the public or any section of the public.

3. **Subsidiary Objects**

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

3.1 to source suitable housing for the Family settled in the Community under the Programme and help them find employment, learn the language, enrol in schools and navigate related issues and to play a key role in introducing the Family to state services and social and professional networks in or further afield as appropriate;

3.2 to act as a support to the Beneficiary(ies) resettled in the Community under the Programme to the extent that the Beneficiary(ies) needs and wishes for such support, to assist them to become self-reliant and to promote their independent ability to participate in all of the major components of society (local community and nationwide) without having to relinquish their own cultural identity;

3.3 to commit to fundraising a minimum of €10,000 to support Beneficiaries (€5,000 in the case of an individual), of which a maximum of €2,000 may be in-kind contributions. All funds raised by the Association are to be used in accordance with this Constitution and the Programme guidelines and objectives as published by the Department and will primarily be used to provide a range of financial supports and expenses to the Beneficiary(ies) (such as food, medical expenses, clothing, supports for education such as books and school uniforms etc.) and to ensure that the Beneficiary(ies) can participate fully, to the extent they wish to, in local society and community activities;

3.4 to advocate on behalf of the Beneficiary(ies), as appropriate and with their consent and at all times respecting their privacy, dignity and agency, and, as necessary, to make representations to other organisations or government bodies or individuals on matters of relevant concern to the Beneficiary(ies) settled under the Programme and to the Association.

4. **Powers**

[1] **Name of CSG to be inserted**

[2] **Name of CSG to be inserted**

[3] **CSG Area to be inserted**

The Association shall, in addition to any powers conferred on it by law, 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 undertake any of the activities or carry into effect any of the main or subsidiary objects of the Association jointly, or in association or cooperation with any other person or body of persons on such terms and conditions, if any (including the payment of any fee or provision of any services) as the Association may approve;

4.2 to provide such services connected with the above objects as are considered to be of assistance or benefit in furthering the main object of the Association;

4.3 to establish committees with a view to carrying out the main and subsidiary objects of the Association;

4.4 to receive support from the Association's appointed Organisation, The Open Community ("**TOC**") under the Programme;

4.5 to raise funds to achieve the objects of the Association including by seeking donations and carrying out other fund-raising activities in accordance with law and applicable regulation and applying, as appropriate, for grants or supports from organisations or other bodies;

4.6 to take such steps as may be necessary from time to time for the purposes of procuring contributions to the funds of the Association to include charging fees to attend conferences and seminars;

4.7 to solicit and procure by any lawful means 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 Object, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund;

4.8 to collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid;

4.9 to make applications on behalf of the Association to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind;

4.10 to apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object;

4.11 to maintain and operate one or more bank accounts (or credit union accounts), to draw and make, accept, endorse, discount, execute and issue negotiable or transferrable instruments;

4.12 to pay all expenses, preliminary or incidental, to the formation of the Association and its management and all other expenses which it shall consider from time to time necessary or expedient for the lawful main objects of the Association, to include the costs of the defence of any proceedings;

4.13 to do all such other lawful things as are incidental or conducive to the attainment of the above main objects or any of them, to include making suitable charitable donations if considered appropriate by the Committee; and

4.14 to do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

5. **Income and Property**

The income and property of the Association shall be applied solely towards the promotion of Main Object(s) as set forth in this Constitution. No portion of the Association'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 Association.

6. **Membership**

6.1 Membership of the Association shall be limited to persons over 18 years of age, who are legally resident in Ireland and have an interest in other cultures, respect for diversity and a demonstrated connection to their community.

6.2 The members of the Association shall be (i) the founding members named at the end of this Constitution and (ii) such other persons as the Committee shall from time to time admit to membership on the invitation of one Committee member and approved (in person or in writing) by two-thirds of the then current membership of the Association.

6.3 By accepting admission to the Association as a member, the member commits to act in accordance with the principles of equality, dignity and respect for privacy and undertakes to abide by the rules, as adopted from time to time by the Committee, governing the treatment of personal data of any Beneficiary(ies) settled in the Community under the Programme and of the Association members and relevant third parties.

7. **Meetings and Votes of Members**

7.1 There will be a quorum at a meeting of the Association (including a Committee meeting) if the number of Committee members personally present is at least three.

7.2 Meetings of members (including Committee meetings) must be called in such manner, by such notice, at such frequency and at such times as the Committee may determine from time to time and until decided otherwise, shall be adequately called by 24 hours' notice circulated by email or phone message. An agenda shall be circulated in advance by the Secretary wherever possible.

7.3 The notice of a meeting shall specify:

(a) the place, date and time of the meeting;

(b) the general nature of the business to be transacted at the meeting;

(c) in the case of a proposed resolution, the text or substance of that proposed resolution; and

(d) with reasonable prominence a statement that:

(i) a member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote instead of him or her;

(ii) a proxy need not be a member;

(iii) the time by which the proxy must be received at the Association's registered office or some other place within the State as is specified in the statement for that purpose.

7.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

7.5 An annual general meeting shall be held once annually at such time and place as may be determined [by the Committee] and at which reports will be delivered by both the Chairperson and the Treasurer of the Association.

7.6 All general meetings other than annual general meetings shall be known as extraordinary general meetings.

7.7 Where a matter is being decided (whether on a show of hands or on a poll) each member present in person at a meeting of the Association is entitled to one vote on every issue being decided, including the election of members to the Committee.

7.8 Unless a poll is demanded in accordance with Article [9], at any general meeting:

(a) a resolution put to the vote of the meeting shall be decided on a show of hands; and

(b) a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

7.9 Where this Constitution provides that an issue may be decided in 'person or in writing', then a member may cast their vote by sending an email or text message to the chairperson indicating the manner by which they wish to cast their vote and a record will be retained of the email or text message.

7.10 Votes may be given either personally or by proxy. Where there is an equality of votes the chairperson of the meeting shall be entitled to a second or casting vote.

7.11 A procedural defect of which the members are unaware at the time does not invalidate decisions taken at any meeting of the members (including Committee meetings).

7.12 The Committee shall ensure proper records of all proceedings at meetings of the Association and all reports are kept.

7.13 The Chairperson shall preside as chairperson at every general meeting and Committee meeting of the Association, 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 Committee members present shall by simple majority elect one of their number to be the chairperson of the meeting.

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

7.15 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.

7.16 A Resolution in writing signed by all the members of the Association for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Association duly convened and held. Any such resolution in writing may consist of several documents in like form each signed by one or more members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, this statement shall be prima facie evidence that it was signed by him or her on that date.

8. **Proxies**

8.1 A member of the Association entitled to attend and vote at a meeting of the Association shall be entitled to appoint another person (whether a member or not) as his or her proxy to attend and vote instead of him or her. A proxy so appointed shall have the same right as the member to speak at the meeting and to vote on a show of hands and on a poll.

8.2 The instrument appointing a proxy (the "**Instrument of Proxy**") shall be in writing –

(a) under the hand of the appointer or of his or her attorney duly authorised in writing; or

(b) if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.

8.3 The Instrument of Proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited with the Association at such place within the State as is specified for that purpose in the notice convening the meeting, and shall be deposited not later than the following time:

(a) 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(b) in the case of a poll, 48 hours before the time appointed for the taking of the poll.

8.4 The depositing of the Instrument of Proxy may, rather than its being effected by sending or delivering the instrument, be effected by communicating the instrument to the Association by electronic means (as defined in section 2 of the Companies Act 2014) and this Article likewise applies to the depositing of anything else referred to in the preceding Article.

8.5 An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit –

[Name of Association] (the "**Association**")

[Name of member] (the "**Member**") of [Address of Member] being a member of the Association hereby appoint/s [name and address of proxy] or failing him or her [name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Association to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:

Voting instructions to proxy (choice to be marked with an "**X**")			
Number or description of Resolution:	**In Favour**	**Abstain**	**Against**
1.			
2.			
3.			
Unless otherwise instructed, the proxy will vote as he or she thinks fit. Signature of Member: …….. Date: …….....			

9. Voting on a Poll

9.1 At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).

9.2 A demand for a poll may be made by:

(a) the chairperson of the meeting; or

(b) at least three members present in person or by proxy.

9.3 A demand for such a poll may be withdrawn by the person or persons who have made the demand. Subject to Article 9.5, if a poll is demanded it shall be taken in such manner as the chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.

9.4 A poll demanded with regard to the election of a chairperson or on a question of adjournment shall be taken forthwith.

9.5 A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs, and any business other than that on which a poll is demanded may be proceeded with pending the taking of the poll.

9.6 The instrument appointing a proxy to vote at a meeting of the Association shall be deemed also to confer authority to demand or join in demanding a poll, and for the purposes of Articles 9.3 and 9.4, a demand by a person as proxy for a member shall be the same as a demand by the member.

9.7 On a poll taken at a meeting of the Association or a meeting of any class of members of the Association, a member, whether present in person or by proxy, entitled to more than one vote need not, if he or she votes:

(a) use all his or her votes; or

(b) cast all the votes he or she uses in the same way.

10. Committee

10.1 There shall be a Committee that will be responsible for managing the business of the Association and who may exercise all such powers of the Association as are set out in this Constitution.

10.2 The Committee shall be comprised of no less than five members and no more than twelve members (being "**Committee Members**").

10.3 Election to the Committee shall require a member to be proposed and seconded by two members and can be carried out at any meeting of the Association at which there is a quorum. The first Committee Members are the founding members, as listed at the end of this Constitution.

10.4 There will be the following Officers of the Committee: a Chairperson who will be responsible for chairing the meetings and who will also act as Primary Sponsor for the Association; a Vice-Chair who will chair meetings in the Chairs absence and who will act as Secondary Sponsor for the Association; a Secretary who will keep minutes and be responsible for correspondence; and a Treasurer who will be responsible for keeping the accounts and making and receiving any payment on behalf of the Association. The aforementioned Officers shall be elected in accordance with paragraph 7.3 above and shall be appointed to serve such time as may be agreed.

10.5 At the first annual general meeting of the Association, all the Committee Members shall retire from office and a new Committee, including Officers, shall be elected in accordance with paragraphs 7.3 and 7.4 above to serve for such time as may be agreed. Retiring Committee Members are eligible for re-election.

10.6 A Committee Member shall automatically cease to be a member of the Committee if he or she:

(a) is absent without notice or just cause from four consecutive meetings of the Committee; or

(b) resigns by written notice; and /or

(c) is incapable, whether mentally or physically, of managing his or her own affairs.

11. Financial Management

11.1 The Treasurer shall open a bank account or credit union account in the name of the Association. Bank account signatures will be that of the Chairperson and Treasurer and two other nominated Committee Members. All instructions to the bank (other than financial transactions) shall require at least two of these four signatures.

11.2 Financial transactions in the amount of 100 euro or less may be carried out by a single Committee Member and shall be promptly reported to the Treasurer in writing accompanied by a receipt or record of the transaction.

11.3 Financial transactions in the amount of 101 euro or more may be carried out by a single Committee Member where, and only where, they have first received the written approval (by hand or by email) or another Committee Member to proceed with the proposed transaction. Such a transaction shall be promptly reported to the Treasurer and to the Committee in writing accompanied by a receipt or record of the transaction.

11.4 The Treasurer shall ensure that appropriate information and accounting records are kept and shall provide a financial update to the Committee at regular intervals. The Treasurer shall ensure that accounting records for the Association are available for inspection by any member during normal office hours on receipt of not less than 48 hours' notice to the Committee.

11.5 The funds of the Association (if any) must be used only for promoting the main objects and do not belong to the members.

11.6 No member may receive any payment of money or other material benefit, whether direct or indirect, from the Association except by way of the reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred, or in relation to a reasonable rent or hiring fee for property let or hired, relative to the administration and or furthering of the main objects of the Association.

11.7 A Member may receive an indemnity in respect of any liabilities properly incurred in running the Association, including the cost of a successful defence to criminal proceedings.

12. Notices

12.1 Notices under this Constitution may be sent by hand, by post, by email or by any other suitable electronic means.

12.2 The postal or email address at which a member is entitled to receive notices, is the address noted in the Register of Members or if none, the last known address.

12.3 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of the post. Where a notice of a meeting is sent by electronic means including email it shall be deemed to have been affected and received for all purposes 24 hours after being served.

12.4 A technical defect in the giving of a notice of which the members are unaware at the time does not invalidate decisions taken at a meeting.

13. Additions, alterations or amendments

13.1 This Constitution may be amended with the approval of 75% of the members present in person at a meeting called with 7 days' notice of the proposed amendments and the time and place of the meeting and/or without such notice where all members are in agreement with the proposed amendment and have confirming their approval in person or in writing.

14. **Dissolution**

14.1 The Association may only be dissolved with the approval of a two-thirds' majority of the members present in person at a special general meeting called for that purpose with 7 days' notice of the proposed dissolution and the time and place of the meeting.

14.2 If the Association is dissolved for any reason, any funds held by the Association, after the satisfaction of all its debts and liabilities, shall be donated to a registered charity.

15. **Interpretation**

15.1 "**Act**" means the Companies Act 2014 and every statutory modification and renactment thereof for the time being in force;

15.2 The "**Association**" means the body comprised in this Constitution being a Community Sponsorship Group;

15.3 "**Chairperson**" means the Chairperson of the Association;

15.4 In this Constitution, the "**Committee**" of the Association means the Committee elected by the members from time to time in accordance with Clause 7 of this Constitution;

15.5 "**Committee Member**" means a member of the Association elected to the Committee from time to time in accordance with Clause 7 herein;

15.6 "**Department**" refers to the Department of Children, Equality, Disability, Integration and Youth;

15.7 "**Founding Members**" refer to the persons listed at the end of the Constitution herein;

15.8 "**Instrument of Proxy**" means the instrument for appointing a proxy;

15.9 "**Main Object**" refers to the provision of all necessary supports to [a single family as identified from time to time by the Association (the "**Family**") who will be settled in the community of ;

15.10 "**Member**" and "**Membership**" refer to Membership of the Association within the meaning of Clause 5.

15.11 "**Officers**" refers to the Chairperson, Vice Chair, Secretary and Treasurer.

15.12 "**Programme**" means the Community Sponsorship Programme; and

[4] **CSG Area to be inserted**

We, the founding members whose names are subscribed below, wish to form the association herein named and do so at a meeting of the **COMMUNITY SPONSORSHIP GROUP** held at]on

Names and Signatures of Founding Members	
Name	**Signature**