

Standard clauses for constitutions of organisations (other than companies) and trusts

Income and Property

The income and property of the trust / body shall be applied solely towards the promotion of main object(s) as set forth in this Deed of Trust / Constitution / Rules. No portion of the trust / 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 trust / body. No charity trustee* shall be appointed to any office of the trust / body paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the trust / body. However, nothing shall prevent any payment in good faith by the trust / body of:

- a) reasonable and proper remuneration to any member or servant of the trust / body (not being a charity trustee) for any services rendered to the trust / body;
- b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by charity trustees or other members of the trust / body to the trust / body;
- c) reasonable and proper rent for premises demised and let by any member of the trust / body (including any charity trustee) to the trust / body;
- d) reasonable and proper out-of-pocket expenses incurred by any charity trustee in connection with their attendance to any matter affecting the trust / body;
- e) fees, remuneration or other benefit in money or money's worth to any Company of which a charity trustee may be a member holding not more than one hundredth part of the issued capital of such Company;
- f) Nothing shall prevent any payment by the trust / body 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).

*charity trustee as defined by section 2(1) of the Charities Act, 2009

Additions, alterations or amendments

The organisation 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 organisation 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.

Winding-up

If upon the winding up or dissolution of the trust / 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 trust / 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 trust / 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 trust / body under or by virtue of the Income and Property clause hereof. Members of the trust / body shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as 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.

Keeping of Accounts

Annual Accounts shall be kept and made available to the Revenue Commissioners on request. Where the gross annual income exceeds €250,000 the accounts will be audited.

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