

# Future Orchard Trust

Upper Glanmire Bridge, Glanmire, Co. Cork, Ireland

## Membership Information and How To

A Chara,

We welcome your interest in becoming part of our award winning 'Community Supported Agriculture' and hope you will join up and be able to visit soon.

As we have no digital access to the Credit Union account, we need to hear from you that you have sent money. We only visit to withdraw funds a few times a year.

After the first €10 deposit you become a member, with voting rights, in our small co-operative organisation (our current legal status is a constituted club). You can let us know what type of payment works for you to contribute your pledge, e.g. spread over 10 years or paid in full. However over the next decade if your pledge of one thousand euro financial support is not received in full your share will fall.

We are currently inviting an easy-pay way to become a shareholder - You are welcome to support and invest from as little as €2.50 per week for as long as 10 years or if you feel you can commit to the €1,000 lump sum, that too is always welcome.

It is also possible to opt to pay a bit more over a shorter time. The payment can be made by setting up a standing order to the projects Credit Union account at Glanmire Credit Union :

Account Name: FUTURE ORCHARD TRUST  
BIC: GDCNIE21  
IBAN: IE51GDCN99216301252795

Annexed to this document is the Rulebook and contract for our project. These were created after a lot of work in 2012 and are in place until we have a digital update. Please take the time to read these before you proceed. If you find the charter agreeable and would 'Like' to be part of our organisational structure please decide yourself which way you would like to pay your pledge.

We accept shareholders from anywhere in the world as there is no obligation to become involved in the day to day running of the enterprise but we are delighted with anyone that can give the time. You can then contact the founder Elaine on 087 785 6867 to discuss how you wish to proceed and a visit can be arranged.

Phone: +353 87 785 6867

Contacts:

Main co-ordination team: Elaine, Rebecca & Letitia, [futureorchardtrust@gmail.com](mailto:futureorchardtrust@gmail.com) 087 785 6867

Chairperson: Eamonn Mac Gabhann, [eamonn005@gmail.com](mailto:eamonn005@gmail.com)

Horticultural Manager: Chris Troy, [ctroy54@gmail.com](mailto:ctroy54@gmail.com) 087 926 5111

Bee Co-ordinator: Leo Sextant, [leo@laserage.eu](mailto:leo@laserage.eu) 087 608 0919

Memorial Garden Developer: Peter Walsh, [thewailingwalsh@gmail.com](mailto:thewailingwalsh@gmail.com)

Website: <https://futureorchardcork.com/>

Facebook: <https://www.facebook.com/Future-Orchard-Cork-125893187433441/>

## Rules and Charter

Developed by the Founding Working Group.  
First ratified 2012; amended in 2020.

### Name and Purpose of the project

1. The name of the organisation is Future Orchard or in the Irish Language 'Úll-rd Todhcha'.
2. Future orchard is a cooperative venture whose primary purpose is to grow an Apple Orchard in County Cork for the benefit of the cooperative members now and into the future.
3. Members are committed to the co-operative ethos, whereby collective effort delivers collective reward.
4. The area of the orchard is one Hectare of Land, which is located at Upper Glanmire Bridge (adjacent to the townland of Templeuisce), Co. Cork.
5. The precise location of the Hectare can be seen from the map attached to these rules as Appendix I.
6. In addition to its primary purpose of growing an Apple Orchard, the cooperative will also develop complimentary features of productive, creative and leisure nature (some of these features already exist and are attached to these rules as Appendix II).
7. The Orchard Hectare will be represented in the form of 100 Shares of equal value. Cooperative members may have more than one such share. Since 2022 Shares will be issued in 0.25 value. Members holding such a share have the same participation status to those with 1% shares.
8. There can never be more or less than 100 full Shares.
9. Share possession does not imply ownership of part of the Orchard proportionate to the number of shares held by each participant, as the Orchard is collectively owned by all Share Holders.
10. However, the dividend of the Orchard, will be distributed per cooperative member of the basis of the number of Shares held from the year 2032.
11. The Start-up price of Shareholding will be 1,000 euro. In 2022 this secured a 0.5 shareholding.
12. Shares may be purchased in one payment or in phased payments, with the agreement of the cooperative.
13. Shares purchased in phased payments will be paid by standing order into the account of the cooperative in a manner, which will see a small quantity of Euro cents attaching to the payment for purposes of identification.
- 14/15 - scrapped
16. A Share Certificate will be issued by the cooperative to shareholders.
17. Education will be a core product for the cooperative. Courses provided will relate to the cooperative. E.g., Tree Care, Land use, Bee Keeping, Water Harvesting.

## Working Rules

### AGM and EGM

18. The Annual General Meeting is the principle decision-making body of the Cooperative.

19. The Annual General Meeting (AGM) will be held in the first quarter of each year, at a venue which be decided upon, by the cooperative.

20. All members will be informed of the Date, Time and Venue for the Annual General Meeting, 3 weeks before the AGM takes place.

21. A quorum shall consist of seven members.

22. The Annual General Meeting will decide the policies of the cooperative through motions, which will be presented, discussed and passed by the AGM.

23. Members attending the AGM will be presented with a voting card.

24. All shareholders, regardless of the number of shares held, are entitled to one vote only.

25. Shares, which are held by a group, will be granted one vote only.

26. Motions will be presented in written or electronic form to the Administrative Secretary at least 2 weeks before the AGM. The Administrative Secretary will notify all cooperative members of these motions.

27. Motions must be proposed and seconded by members. Motions may be amended or addended at the AGM.

28. Every effort will be made to see Motions adopted by consensus. However should agreement not be reached, those present at the AGM will decide to adopt or reject a motion following a card vote and on the basis of a simple majority.

29. The AGM will elect a committee of management, which will oversee the implementation of cooperative policy until the ensuing AGM.

30. The Committee of Management will consist of a Cathaoirleach, a leas-Cathaoirleach, an Administrative Secretary, a Minute Secretary, a minimum of two, but not more than three joint Treasurers and a Committee (inclusive of officers) of no less than eight cooperative members and no more than 14 cooperative members.

31. A quorum for a meeting of the Committee of Management shall consist of three members of that committee.

32. The AGM will elect a minimum of three cooperative members to each of the following sub-committees:

Land Group.

Apiary Group.

Currency Group (scrapped).

Health and Safety Group.

Arts and Craft Group.

Education Group.

33. Members of the subcommittees may be members of the Committee of Management.

34. Each sub-committee will appoint from among themselves a convenor, who will accept responsibility for convening the work of the sub-committee.

35. Each sub-committee will keep the committee of management informed of its

work on a regular basis and may be asked to send a representative to report to the committee of management.

36. The Annual General Meeting will elect a Standing Orders committee, which shall consist of three non-committee of management persons, whose task it is to ensure the smooth running of the AGM and to ensure that the rules of the cooperative are upheld.

37. Nominees for all positions at the AGM will be proposed, seconded and elected by those attending the AGM. Should there be more nominees than vacancies, for a particular position, the matter shall be decided upon by a ballot of the members present.

38. Should ten members of the cooperative, so decide; an Extraordinary General Meeting (EGM) can be called. The EGM shall be called for a specific purpose relating to policy of the cooperative and shall have the same authority as the AGM in relation to the subject for which the EGM was called.

Functions of Officers, Committees and Sub-Committees.

39. The Cathaoirleach will preside over the Annual General Meeting, and Extrardinary General Meeting and all meetings of the Committee of Management.

40. The Cathaoirleach will see that meetings are conducted in an orderly fashion in accordance with rules and policy.

41. In the event of a tied vote, the Cathaoirleach, in addition to his/her deliberate vote, shall be conferred with a casting vote, which shall decide the issue.

42. In the event of the Cathaoirleach not being able to attend at an AGM, EGM or Committee meeting, a person nominated and agreed by the particular meeting will assume the responsibilities of the Cathaoirleach for the duration of such meeting.

43. The Minute Secretary shall record the proceedings at all meetings and transcribe these records into a minute book.

44. The Minutes of the AGM shall be read at the following AGM. The Minutes of an EGM shall be read at the following EGM. The Minutes of the Committee of Management Meetings will be read at the next Committee of Management Meeting.

45. If the meeting agrees that the Minutes are a true and accurate account of the proceedings at the previous meeting they shall then be signed by the Cathaoirleach or acting Cathaoirleach as appropriate.

46. Should the meeting disagree as to the accuracy of the minutes, they shall be amended to achieve accuracy and shall then be signed by the Cathaoirleach or acting Cathaoirleach as appropriate.

47. In the event of the Minute Secretary not being able to attend at an AGM, EGM or Committee meeting, a person nominated and agreed by the particular meeting will assume the responsibilities of the Minute Secretary for the duration of such meeting.

48. The Administration Secretary/Secretariat shall attend all meetings. The Administration Secretary shall receive copies of all correspondence, incoming and outgoing in connection with the cooperative. The Administration Secretary/Secretariat, will present progress reports with regard the cooperative to meetings as appropriate. The Administration Secretary/Secretariat shall present a report to the Annual General Meeting of the activities of the Cooperative for the previous year. The Administration Secretary/Secretariat shall handle all motions and correspondence in connection with the AGM or EGM.

49. The Treasurers shall record all income and expenditure in a ledger provided for that purpose. At each meeting of the Committee of Management a report of income and expenditure incurred since the previous meeting will be presented. The Treasurers will monitor receipt of phased payment for shares. In the event of phased payment not being submitted to the cooperative by the due date, the Treasurers will ask the Administration Secretary, to convey this failing to the defaulting shareholder with a view to having the position rectified.

50. Late payment, six weeks in excess of the due date, shall attract a penalty such amount is determined by the Committee of Management.

51. At the Annual General Meeting the Treasurers will present a report of all income and expenditure for the previous year and give recommendations appropriate for improvement in this field.

52. The Annual Treasurers report will be put to the AGM for ratification.

53. The members of the Committee of Management, are expected to attend all meetings and to contribute their views and/or the views of members in the interests of the cooperative.

54. The Convenors of the Sub-committees will be expected to report regularly to the Committee of Management and to give a report of the activities of their group to the AGM or EGM as appropriate.

55. The Committee of Management, may approve out of pocket expenses incurred by members who carry out business of the cooperative.

56. In the event of any of the Officers or Committee Members or convenors of sub-committees becoming unable to carry out their duties, the Committee of Management may appoint an interim person to fill that role until the next AGM or EGM, as appropriate comes around.

The Sub-Committees will have the following functions:

#### Land Group

57. The Land group will oversee the planting, and harvesting processes and all ancillary activities, which compliment these processes. This group will ensure that the project develops in a sustainable manner and that its produce does not emerge as an assault on nature and/or the natural environment.

#### Apiary Group

58. The Apiary Group will be responsible for the beehives and will ensure that best practice is observed with regard to the husbandry of the animals in their care.

#### Currency Group (Now scrapped)

59. The Currency group shall oversee development and control of the Orchard own currency the Úll. It shall encourage similar groups to adopt alternative currencies, based on tangible assets and recognising that labour input is the primary source of wealth creation.

#### Health and Safety Group

60. The Health and Safety group will have responsibility for drawing up a Health and Safety statement. This document will be brought to the attention of all users of the site. The Health and Safety group will update the Health and Safety statement, as necessary, from time to time and it shall be responsible to instil safety awareness among all site users.

## Arts and Craft Group

61. The cooperative recognises that creativity is not only fulfilling for the creator but is also beneficial for the cooperative and all users and beneficiaries of the cooperative. Creativity, which stems from the future orchard is, therefore strongly encouraged and will be facilitated in so far as this is possible and in particular through the acceptance of an artist/craftworker in residence at the facility.

## Education Group

62. The Education group will commit to creating an education programme. Where feasible this programme will aim to create revenue for the cooperative while paying fair retribution to the educators.

63. It is the policy of future orchard trust to facilitate independent and self-sustaining income generation by only accepting a small percentage of earnings from courses ran on site.

## Income Generation

64. Shareholders are encouraged to initiate any project within the project. In this regard a written proposal shall be presented to the committee of management, where due consideration will be given to the proposals.

65. Ten per cent, 10%, of income generated by the completion of projects will be donated to paid labour on the hectare. All use of this income will rest with the Land Group entrusted with the planting and maintenance of the orchard hectare site.

## Property Rules

66. Members will purchase shares at the agreed payment rates and understand that until payment is made in full the contract is not concluded. They cannot sell shares until the terms of the contract are fulfilled.

67. However it is understood that the holder of a partly paid share will possess equal status to a fully paid shareholder.

68. In order to withdraw from a contractual share arrangement at any point members will write to the officer board stating their intentions.

69. In case of Death: In the case that a member might die it is important that an appointee for the transferable share(s) is named. In the case that the share has not been fully paid for it will be acknowledged proportionally. The appointee will have the option of continuing with the payment schedule, reflective of the original agreement, which will aim to enable her/him to acquire full ownership of the said share.

70. Shareholders have indicated by their agreed contract that they understand the entitlements as stated. They have agreed to be mindful of the practical concerns for the health and welfare of all and will support the code of conduct to this end.

71. A shareholder is not entitled, to assume an entitlement, to access the property at any time unless it is in accordance with the group policy.

72. Mechanical equipment such as quads, or other equipment such as boats, skateboards etc. should not be brought onto the site, apart from the designated car-park, unless by arrangement.

73. Parking: Car-Park usage is restricted. There should be no vehicles e.g. camper vans, out of tax vehicles, trailers or broken vehicles left on the cooperative hectare. Building materials etc. cannot be stored on this space.

74. Visitors to the site will take away any rubbish or recycling items, which they brought to the site.

75. All members will give cognisance to the fact that the main road is dangerous and that there is absolutely no parking on the main road.

76. The gates can be opened and safely wedged in an open position by the first to arrive. Always allow others a clear entrance way. The last to leave can close and lock the gates.

77. It is understood that due care be given to the appearance of the site in its local environs.

78. In the event of a member or members having an objection to an aspect of the development of the cooperative, the matter shall be brought to the attention of the administrative secretary, with a view to the issue being discussed and decided upon at the Annual General Meeting.

79. Should a group of five members along with the Administrative Secretary and or one other member of the Committee of Management, deem it prudent to have the offending activity suspended pending the decision of the Committee of Management, then the activity will cease.

80. Should the offended members disagree with the recommendation of the Committee of Management, they may raise the matter at the forthcoming Annual General Meeting.

81. Should it be considered that the behaviour of a shareholder is anti-social or the behaviour is distasteful and unacceptable to the larger group, action will be taken to remove entitlements (such as access) which may be construed as privileges. The sanction may be appealed to the full Committee of Management and/or the Annual General Meeting.

82. In the event of a shareholder being subject to sanction, not agreeing to the sanction imposed; they will have a right to present their case to the Committee of Management and if necessary, they may invoke their right to call an EGM on the issue.

#### Charter

83. A Charter, which will focus on ethical and sustainable practices in the orchard, shall be developed and made available as a model of practice to assist other collectively owned land projects. The Charter will focus on ethical and sustainable practices in the projects and will show that employment and production can be achieved, by collective effort, with the pooling of resources for the mutual benefit of all within society.

#### Interpretation

84. Should any question arise on which the rules are silent, the Committee of Management shall have the power to decide thereon and their decision shall be binding and conclusive, at least until the matter is referred to an AGM or EGM.

#### Alteration of Rules

85. These rules shall remain in force until such further notice, and no new rule shall be made, nor shall any of the rules herein contained or hereafter to be made, be amended, altered or rescinded unless with the consent of a majority of two thirds of shareholders present at an AGM, or EGM called for that purpose.

86. Due Notice of such meeting and the suggested alterations shall be issued to all shareholders two weeks before such meeting is to take place.

#### Dissolution

87. The Future Orchard / 'Úll-rd Todhcha' may be dissolved with the consent of two thirds of the shareholders, who cast votes in favour of such dissolution, at an AGM or EGM specifically convened for such purpose, so long as at least 75% of shareholders are in attendance at such meeting.

88. Should dissolution take place, the assets of the Future Orchard / 'Úll-rd Todhcha' will be realised and distributed in proportion to share ownership.

#### Distribution of Rules.

89. A copy of these rules will be given to each shareholder.

#### Appendix I.

Map Setting out the Location of Future Orchard / 'Úll-rd Todhcha' The exact specifications of the hectare are being determined and will be laid out on a Land Registry map. The hectare will be a derivative of Folio No. 129166F which is currently 1.38 hectares. This map forms an integral part of the rules of Future Orchard / 'Úll-rd Todhcha'.

#### Appendix II.

Complimentary Appendages to Future Orchard / 'Úll-rd Todhcha'.

Future Orchard Apiary.

Pat the Picket; Jim Brindley and Jarlath McGrath, Memorial Gardens, Future Orchard Schoolhouse and Tool sheds.

These Rules have been adopted by a specially convened EGM of the Shareholders of Future Orchard / 'Úll-rd Todhcha' on 5th August, 2012 Signed By the Committee of Management on the 6th October, 2012. Adjusted as per rule changes presented to AGMs in 2017, 2018, 2019, 2020, 2021 and 2022.





"B" Weir

"A"

TKS

BYXC1

"A" + "B" = Circ

10/3/2022

Wade B.E., P.E.  
Chartered Engineer

[Pink dashed box] = R...

Pond



# The Property Registration Authority An tÚdarás Clárúcháin Maoine



Official Property Registration Map

This map should be read in conjunction with the folio.

Registry maps are based on OSI topographic mapping. Where registry maps are printed at a scale that is larger than the OSI published scale accuracy is limited to that of the original OSI Map Scale.

For details of the terms of use, and limitations as to scale, accuracy and other conditions relating to Land Registry Maps, see [www.prai.ie](http://www.prai.ie).

This map incorporates Ordnance Survey Ireland (OSi) mapping data under a licence from OSi. Copyright © OSi and Government of Ireland.

(centre-line of parcel(s) edged)

- Freehold
- Leasehold
- SubLeasehold
- 'S' Register

(see Section 8(b)(i) of Registration of Title Act 1964 and Rule 224 & 225 Land Registration Rules 1972 - 2010).

**Burdens** (may not all be represented on map)

- Right of Way / Wayleave
- Turbary
- Pipeline
- Well
- Pump
- ▢ Septic Tank
- ▢ Soak Pit

A full list of burdens and their symbology can be found at: [www.landsdirect.ie](http://www.landsdirect.ie)

**The registry operates a non-conclusive boundary system. The Registry Map identifies properties not boundaries meaning neither the description of land in a register nor its identification by reference to a registry map is conclusive as to the boundaries or extent.**

(see Section 85 of the Registration of Title Act, 1964). As inserted by Section 62 of the Registration of Deed and Title Act 2006.

