



THENCF Cultural Co-operative Ballina Co. Mayo.

MEMORANDUM OF ASSOCIATION

1. NAME: The name of the co-operative shall be "THENCF Cultural Cooperative" (hereinafter referred to as "THENCF").

2. REGISTERED OFFICE: The registered office of the Co-operative shall be located at the address of the current secretary, or at such other place as the Board of Directors may decide.

3. DEFINITIONS AND INTERPRETATIONS:

In this Memorandum of Association, unless the context otherwise requires:

a) "Co-operative" means the cultural co-operative formed under this Memorandum of Association having the legal form of an unincorporated association.

b) "Members" means individuals who have been admitted as members of the Co-operative.

c) "Officers" means the duly elected body of individuals responsible for managing the affairs of the Co-operative.

d) "General Meeting" means a meeting of the Members of the Co-operative.

e) "Rules and Regulations" means the rules and regulations made by the Co-operative to govern its internal affairs.

f) "The area" refers to North Mayo and West Sligo, centered round the town of Ballina, Co. Mayo.

4. OBJECTIVES:

The main objectives for which the Co-operative is established are:

a) Community and social meet-ups for local artists.

b) Public and private spaces for artists.

- c) Reduce youth migration from area through better social facilities.
- d) Increase participation in the arts.
- e) Develop local artists.
- f) To regenerate the town by reusing vacant spaces.
- g) To create a vibrant, authentic, modern nightlife in the area.
- h) Improve the prestige and visibility of the area abroad.

A detailed proposal document is available to read here: <https://thencf.art/proposal.html>

5. VOLUNTARY AND OPEN MEMBERSHIP

THENCF is a voluntary organisation, open to all persons able to use its services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

6. DEMOCRATIC MEMBER CONTROL

THENCF is a democratic organisation controlled by its members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. Members have equal voting rights (one member, one vote).

7. MEMBER ECONOMIC PARTICIPATION

Members contribute equitably to, and democratically control, the capital of their cooperative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their cooperative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the cooperative; and supporting other activities approved by the membership.

8. AUTONOMY AND INDEPENDENCE

THENCF is an autonomous, self-help organisation controlled by its members. If it enters into agreements with other organisations, including governments, or raises capital from external sources, it does so on terms that ensure democratic control by the members and maintains their cooperative autonomy.

9. EDUCATION, TRAINING, AND INFORMATION

THENCF provided education and training for its members, elected representatives, managers, and employees so they can contribute effectively to the development of the association.

10. COOPERATION AMONG PEERS

THENCF serves its members most effectively by working together with similar organizations through local, national, regional and international structures.

11. CONCERN FOR COMMUNITY

THENCF works for the sustainable development of its community through policies approved by the members.

12. GENERAL MEETINGS:

- a) THENCF shall hold an Annual General Meeting (AGM) once every calendar year.
- b) Extraordinary General Meetings (EGMs) may be called as and when necessary to address important matters.
- c) Notice and procedures for convening General Meetings shall be sent by email and/or text, no less than one month prior to the date of the meeting.

13. AMENDMENT OF MEMORANDUM:

This Memorandum of Association may be amended with the consent of the Members at a General Meeting, subject to the provisions of the Co-operative Societies Act [mention relevant laws and regulations applicable to co-operatives].

14. DISSOLUTION:

In the event of dissolution, any remaining assets of the Co-operative shall be utilized for cultural or community-related purposes as determined by the Members during the dissolution process.

IN WITNESS WHEREOF, the subscribers to this Memorandum of Association have hereunto set their hands and seals on this the 24th February 2023.

- Ronan Quinn,
- Seosamh Cahill,
- Colm Cahill,
- Paul Hogan,
- Joe Clark,
- Conor Hickey,

- Peter Murphy,
- Eoin Browne



Seosamh Cahill, Secretary.