



Earth Moves Cooperative
20 Prescott Street
Wirral
CH45 9JW

PRIVATE COMPANY LIMITED BY GUARANTEE
Company number 10651808

Incorporated on
4 March 2017

Articles of Earth Moves Cooperative Limited

1. AIMS OF THE CO-OPERATIVE

Our aims are:

- i) To provide an umbrella co-operative that generates economic activity to facilitate well-being and transformation, through a mixture of arts activities and immersion with nature, so as to promote social ecological awareness across both rural and urban environments and communities.
- ii) To develop and promote economic democracy alongside social-ecological understanding and spiritual unity with the Earth
- iii) To facilitate community engagement through linking creative application to environmental concerns and the promotion of progressive principles of nurturing, tolerance, compassion and connectedness.
- iv) To generate collective endeavors for social change and ethical communication.
- v) To create cultural bridges for and between various strands of the community.
- vi) To promote education - and through education to facilitate awareness - and well-being projects that involve nature, the arts, crafts, dance, music, media and food growing as well as to promote spiritual, personal, community and social ecological development"

2. MEMBERSHIP



Earth Moves

a) The initial membership of the Co-operative shall be up to six members. The number of members the Co-operative has may be increased subsequently by agreement of the current members.

b) Full membership is open to people who

- Have a proven track record in supporting, adhering to and applying cooperative principles, values and ethics

- Are in agreement with and support Earth Moves aims (see above) and apply Earth Moves rules, philosophy and ethos and to accept the responsibilities of membership

- Have a background of commitment in any combination of at least 2 of the following : the arts and creative sectors, ecological and environmental skills, sustainable horticulture and food production /distribution, health and wellbeing, social and community activism.

- Be able to provide support for and promotion of LGBTQ+ community

c) Associate Membership offering the right to participate in the work and activities of Earth Moves is open to any person who supports the aims of the Co-operative and is offered Associate Membership by the unanimous decision of the Core Group.

d) No person shall become a member of the Co-operative unless—

i) They have completed an application for membership in a form approved by the directors;

ii) They can provide evidence that fulfils the above requirements of membership

iii) They have been recommended by an existing member followed by an interview and agreement by all members to their membership through consensus

iv) They have completed a successful probationary period of provisional membership and co-operative education and training

3. RIGHTS OF MEMBERS

Members:

i) Have the right to participate in decision making

ii) May engage with decisions about the application of any surpluses

4. TERMINATION OF MEMBERSHIP



Earth Moves

a) A member ceases to be a member:

i) When activity/work for the Earth Moves Co-operative stops

ii) When activity/work of the Earth Moves Co-operative ceases

iii) If the core group of members decides during an annual review of members that membership should cease

iv) A person's membership terminates when that person dies or ceases to exist.

The Co-operative will give one month's notice of the intention to terminate membership unless the member or members are responsible for serious infringement of rules or behaviour considered to be detrimental to the co-operative (see below). In this case membership is immediately suspended, the decision to suspend to be approved by at least three-quarters of the membership voting to uphold the suspension at an emergency meeting. Membership terminates if it is the consensual agreement of all members following a review of the decision to suspend membership which must take place within one month of the suspension being confirmed.

Under these rules, a serious infringement of the rules is:

- use of discriminatory words and/or deeds,
- acts or threats of harassment, bullying, violence, stealing, harming someone
- maliciously damaging cooperative or members property ,
- sexual misconduct or harm to the detriment of members, clients, and the community.
- not functioning in accordance with cooperative rules, illegal activity, or other practice detrimental to the workings and reputation of the cooperative
- Through inactivity or failing to make a positive contribution to the Co-operative and its activities.

b) A member may withdraw from membership of the Co-operative by giving 7 days' notice to the Co-operative in writing.

c) Membership is not transferable.

5. LIABILITY OF MEMBERS



The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Co-operative in the event of its being wound up while he is a member or within one year after he ceases to be a member, for—

i) payment of the Co-operative's debts and liabilities contracted before he ceases to be a member,

ii) payment of the costs, charges and expenses of winding up, and

iii) adjustment of the rights of the contributories among themselves.

6.DECISION-MAKING

a)Decisions will be made by consensus decision-making, either by the members in general meeting or the directors of the co-operative at a meeting of directors.

b)Subject to the articles, the directors of the Co-operative are responsible for the management of the Co-operative's business, for which purpose they may exercise all the powers of the Co-operative.

c)Members' reserve power

i)The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

ii) No such special resolution invalidates anything which the Core Group have done before the passing of the resolution.

7.DECISION-MAKING BY DIRECTORS

The directors shall meet weekly initially and as often as is required thereafter.

a) Directors to take decisions collectively

i)All decisions by the directors must be made by consensus decision-making amongst those attending a meeting or a decision taken in accordance with article 8.

ii)If the Co-operative only has one director and no provision of the articles requires it to have more than one director, then the general rule does not apply and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

b)Calling a Directors' Meeting



Earth Moves

Any director may call a directors' meeting by giving notice of the meeting to each of the directors.

c) Participation in Directors' Meetings

Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

- i) the meeting has been called and takes place in accordance with the articles, and
- ii) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other. If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

d) Quorum for Directors' Meetings

- i) The quorum for decisions by the directors is 3. Unless a quorum is participating, no proposal is to be decided upon except a proposal to call another meeting.
- ii) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- iii) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision to appoint further directors or to call a general meeting so as to enable the members to appoint further directors.

e) Facilitating Directors' Meetings

The directors may appoint a director to facilitate their meetings whose term as the facilitator shall be the duration of the meeting.

f) Records of Decisions To Be Kept

The directors must ensure that the Co-operative keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the directors.

g) Directors' Discretion To Make Further Rules

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.



8. APPOINTMENT OF DIRECTORS

a) Methods of Appointing Directors

Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by the nomination and vote of members in a general meeting.

b) Termination of Director's Appointment

A person ceases to be a director as soon as—

- i) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- ii) a bankruptcy order is made against that person;
- iii) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- iv) a registered medical practitioner who is treating that person gives a written opinion to the Co-operative stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- v) notification is received by the Co-operative from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

9. DIRECTORS' EXPENSES

The Co-operative may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- i) meetings of directors or committees of directors;
- ii) general meetings; or
- iii) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Co-operative.

10. DIRECTORS' POWER TO DELEGATE

Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—



- i) to such person or committee;
- ii) by such means (including by power of attorney);
- iii) to such an extent;
- iv) in relation to such matters or territories; and

v) on such terms and conditions; as they think fit.

The directors may revoke any delegation in whole or part, or alter its terms and conditions.

11 ORGANISATION OF GENERAL MEETINGS

There shall be 3 review meetings and one Annual General Meeting of the Co-operative each year open to all members. At the review meetings members may speak participate and put forward proposals to the Core Group. At Annual General Meetings, the membership may exercise all the powers of the Core Group and the Co-operative generally.

12 ATTENDANCE AND PARTICIPATING AT GENERAL MEETINGS

a) Any member may speak at a general meeting. Associate members may speak if invited to do so by the member currently facilitating the meeting.

b) Quorum for General Meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

c) Facilitating General Meetings

The members may appoint a member to facilitate their meetings whose term as the facilitator shall be the duration of the meeting.

d) Attendance and Speaking By Members and Non-Members

All members may attend, speak and otherwise participate at General Meetings. The meeting facilitator or the members generally may permit associate members and non-members to attend, speak or otherwise participate in the meeting except that they may not take part in decision-making of the Co-operative at the meeting

13 ADMINISTRATIVE ARRANGEMENTS



a) Means of Communication To Be Used

Subject to the articles, anything sent or supplied by or to the Co-operative under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Co-operative.

Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

A director may agree with the Co-operative that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

b) Provision for Employees on Cessation of Business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Co-operative or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Co-operative or that subsidiary.

14 DIRECTORS' INDEMNITY AND INSURANCE

a) A director of the Co-operative or an associated Co-operative may be indemnified out of the Co-operative's assets against—

i) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Co-operative or an associated Co-operative,

ii) any liability incurred by that director in connection with the activities of the Co-operative or an associated Co-operative in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

iii) any other liability incurred by that director as an officer of the Co-operative or an associated Co-operative.

This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

b) Insurance



The directors may decide to purchase and maintain insurance, at the expense of the Co-operative, for the benefit of any relevant director in respect of any relevant loss.

15 DISSOLUTION

Upon dissolution or winding up of the Co-operative, the remaining assets shall be distributed to other co-operatives or organisations on Merseyside which similarly restrict the distribution of surpluses, to be decided by the remaining members at the time of dissolution