

The TABLEFLIP Constitution

ARTICLES OF ASSOCIATION FOR A PRIVATE COMPANY LIMITED BY SHARES

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1.1 In these articles this private company limited by shares shall be known as TABLEFLIP, expressed in print using uppercase wherever practically and lawfully possible. The full name of the company is TABLEFLIP LIMITED.

- 'Co-operative' refers to the collection of persons who are responsible for the management and direction of TABLEFLIP.
- 'Members' refers to a person who has joined the TABLEFLIP co-operative and is exercising their responsibilities.
- 'Base rate' will always be equal to the London Living Wage.
- 'Retainer rate' a multiple of the base rate agreed by the co-operative that will decide a member's monthly wage.

Liability of members

1.2. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

THE MEMBERS' POWER AND RESPONSIBILITIES

2.1 Members have a responsibility to conduct the business of TABLEFLIP in accordance with these articles of association.

2.2 A Member has 1 vote which they can use to vote on decisions presented to the co-operative.

2.3 A Member must attend meetings of the co-operative and it is their responsibility to make every effort to attend, however members can exercise their vote by proxy (another member can be directed to cast an absent member's vote).

2.4 Members must honour and abide by any decisions made by the co-operative.

Becoming a member

2.5 Only the co-operative can decide to invite a new member. New members will be invited in a formal written letter signed by the members of the co-operative. If the invitee accepts in writing they will become a member of the co-operative and subject to the responsibilities declared in these articles of association.

2.6 New members will have their retainer rate decided by the co-operative.

Leaving the co-operative

2.7 Any member at any time is free to leave the co-operative. They must communicate this in writing to the business address of TABLEFLIP, and this letter will be read out at the following meeting of the co-operative.

2.8 Upon leaving the co-operative the member waives their vote and any claims to dividends or bonuses deriving from TABLEFLIP's business.

2.9 Upon leaving the co-operative that member will be deemed to have given a sale notice in respect of any shares that they held. A sum of £1 shall be paid to the member leaving the co-operative this transaction will be

the instrument of membership cessation.

2.10 The co-operative can propose that a member be expelled from the co-operative. If the members vote to expelled a member, that member will be transferred the sum of £1, and notified in writing that their membership has been terminated.

PART 3

THE CO-OPERATIVE AND DECISION-MAKING

The co-operative

3.1 The co-operative is the collection of members.

3.2 The co-operative acts as an agent for TABLEFLIP and is responsible for TABLEFLIP's assets and conduct.

3.3 The co-operative can by proxy own, hire, employ and perform all the business functions and actions of TABLEFLIP LIMITED.

General decision-making

3.4 All decisions and courses of actions that effect the conduct and affairs of TABLEFLIP should be made by the co-operative.

3.5 A decision is presented to the co-operative by one or more members and then voted on by its members, the majority will always win.

3.6 In instances when the members voting is equally split that course of action or decision must be withdrawn, altered and resubmitted for consideration by the co-operative.

3.7 All the decisions made by the co-operative will be recorded in electronic form and access to this record will be made available to the members.

3.8 Members who abstain from voting will have their abstaining treated as a vote not in favour of any proposition.

3.9 If a member requests more information in order to make an informed decision, then voting must be delayed and efforts must be made by all the other members to furnish that member with the information they need to make an informed decision.

3.10 If members deem that a member is using article 3.6 as a veto or is obstructing the business of the co-operative members can propose to overrule that member by invoking this article and can vote to carry out an action counting that member's vote as not in favour of that proposal.

Annual General Meeting

3.11 Each calendar year the co-operative will hold an annual general meeting of its members. The business of this meeting will comprise of three sections: a report of the past year and projects; a report of TABLEFLIP's business plan for the coming year; and a funded social event for the community and support network that TABLEFLIP relies on.

Calling a meeting of the co-operative

3.12 A member can summon the other members for a meeting of the co-operative at any time during business hours. This can be done with or without prior warning, in verbal, written, or electronic form.

PART 4

NUMERATION & APPLICATION OF PROFIT

The Annual Finance Meeting

4.1 The Co-operative must hold 1 finance meeting each financial year.

4.2 During the Annual Finance Meeting the members will report on:

1. TABLEFLIP's profit and loss from the previous financial year

2. Appointment and remuneration of the auditor
3. The manner of profit sharing in the instance when there is a profit to share

Profit Sharing

4.3 Any Profit at the end of a financial year will belong to the co-operative. Below are listed the conditions that must inform the content of proposals for profit sharing put before the co-operative.

- 13% of any profits must be divided equally and spent on the continued professional development of each member of the co-operative.
- 17% of any profit in a financial year will be spent by the co-operative on activity that supports or promotes social wellbeing. Members will vote on proposals for spending this money. Members will be prohibited from personally benefiting from this expenditure.
- A portion of the profits should be set aside to fund TABLEFLIP community events and meetups.
- A portion of the profits should be set aside to fund the TABLEFLIP annual general meeting social event.

Any profit remaining after the conditions above have been honoured shall be awarded equally to members or spent by the co-operative.

Member's Pay

4.4 Members of TABLEFLIP will receive a monthly retainer tied to a base rate. Each member will have their own retainer rate that multiplies this base rate to equal their monthly retainer. New members will propose a multiple and the co-operative will vote on that multiple.

Statutory Sick Pay

4.5 Members who become too ill to work shall receive the minimum statutory sick pay for up to 28 weeks. To qualify for statutory sick pay a member must have been sick for 4 consecutive days. After 2 consecutive weeks of statutory sick pay the member must obtain a 'fit-note' from a GP or Hospital Doctor and submit this to the co-operative.

Statutory Leave Entitlement

4.6 Members will have statutory leave entitlement equalling 28 days per annum. Leave must be arranged in advance and agreed by the co-operative.

Between Pay

4.7 Between paid projects members may have to reduce their retainer rate depending upon the cash. The co-op will agree a reduced retainer rate that will be applied for all members, a member's retainer will never fall below the base rate.

4.8 Members can waive their monthly retainer at any time. This will not affect their membership of the co-operative, their role in TABLEFLIP or the responsibilities of their role. The months that pass without a member's retainer being honoured will be recorded and will be included in any financial reporting by the members at the following Annual Finance Meeting.

PART 5

DISSOLUTION

5.1 The co-operative can dissolve or wind up TABLEFLIP with a proposal to do so followed by a unanimous vote in favour by all members.

5.2 Any liquidator shall first, according to law, use the assets of the co-operative to satisfy its debts and liabilities.

5.3 All hosting and services that TABLEFLIP are responsible for shall be transferred to another organisation whose purpose is similar to TABLEFLIP.

5.4 Any balance of assets remaining shall be divided equally among the current and previous members of the co-operative. Assets that can not be transferred in this way, for whatever reason, shall be given in kind to an organisation whose purpose is similar to TABLEFLIP.

5.5 Any company seal owned by the co-operative shall be destroyed and rendered unusable as a seal.

5.6 TABLEFLIP will be dissolved and cease as a legal entity once satisfaction of all conditions of dissolution outlined in these articles of association, and in the laws of England and Wales have been met. The final instrument of dissolution will require all members of the co-operative to flip over a table, this final action will dissolve TABLEFLIP as defined in these articles of association.
