**STATUTES: CUPS2GO**

**Cooperative name:** Cups2Go.

**Capital stock:** 400€.

**Partners names:**

Adrián Beigveder Jiménez
Alicia Moreno Fonseca
Álvaro Terrasa Moya
Ana María Calvo Verdaguer
Enrique Aycart Maldonado
Gabriel Auñon Fernández
Javier Fernández Campano
Javier Gutiérrez Montiel
Juan Carlos Hidalgo Pérez
María Benages Elena
María Del Carmen Pereda Segovia
Marta Ramírez Rodríguez De Sepúlveda
Mireya Sevilla Castro
Mohammed Chahib Nuria Hoyos Fernández
Paula García León
Paula Ramos Cazorla Paula Suárez García
Santiago Maino Peinado
Sergio Montero Codes

**Amount of money contributed per partner:** 20€.

**Number of shares:** 20 (1 per partner).

**Cooperative’s charge:**

**President:**

**Vice-president:**

**Secretary:** Alicia Moreno Fonseca.

**Responsible for the procedures and formalities:**

**Company purpose:** sale of natural products such as juices and ice creams made with fresh fruit where packaging is reimbursed, with the aim of promoting recycling.

**Place of business:** Tomás Echeverría Street, 2nd, 29002 Málaga, Spain.

**Territorial ambit:** Andalusia.

**Duration:** two years.

**Partners**

**Requirements:**

-Be part of the Erasmus+ project (I.E.S Huelin, Spain).

-Fill the CV to the cooperative (name, surname, address, previous experience, hobbies…).

**Admission:**

- Correct and complete CV.

**-** You will be admitted if there are vacant positions. If two people want to get the same position, it will proceed to make a draw.

- All members of Erasmus + must be agreed with your position.

**Acquisition:**

**-** As soon as you meet the requirements to be admitted, you will start being part of our Cups2Go cooperative, so you can start working.

**Rights:**

**-** All members can initially opt to all the positions. If two people want to get the same position, it will proceed to make a draw.

- All members deserve to be respected and heard.

- Absences from working and meetings can be justified.

- All members can give their opinion about cooperative’s projects.

- A member can leave the job provided that the justification is urgent and appropriated. In this case, the member must communicate it to the director as soon as possible.

**Obligations:**

**-** All members must assist to all meetings and working days. The absences can be justified but anyways you must commit to assist to the most you can.

- Once you have a job position, you can’t change it unless somebody leaves her/his position.

- You will try to make your best while you are working for our Cups2Go cooperative.

- You must respect and hear to all members from the cooperative.

- You will never give up your job position while you are working. We are all one.

**Disciplinary regime:**

**-** Unjustified absences will be punished with some Erasmus+ work or making more turns than normal.

- Disrespect will not be admitted under any circumstances. In this case, you could be expelled from the cooperative. You must be nice with the costumers too.

- You will never give up your job position while you are working. In this case, you will be punished.

**Causes and effects of obligatory redundancy:**

**- Voluntary redundancy**

The partner will be able to have a voluntary redundancy at any time, he must notify to the sole administrator within three months.

**- Obligated redundancy**

a) The partner who lose the requirements demanded to be it, will have a compulsory leave according to the Law and the Statutes.

b) The sole administrator will announce the redundancy.

- **Justified redundancy**

a) It will have the own effects of justified redundancy the separation of the cooperative on the part of the differing partner with any agreement of the General Assembly.

b) The redundancy will be considered to be justified when it should take place respecting the guidelines and requirements predetermined in the Law of Cooperative Andalusian Companies and in the present statutory body.

**Corporate bodies:**

The corporate bodies of the cooperative for his direction, administration and internal control, are the General Assembly, the Governing Council and the inventors.

- **General Assembly**

a) It is composed of cooperative partners and, in their case, the partners are the supreme organ of expression of the social will in the matters which knowledge attributes to him the Law of Cooperative Andalusian Companies and these bylaws. All the partners, even the dissidents, not assistants and the partners remain submitted to the agreements of the General Assembly, providing that they have been adopted of conformity by the laws and these bylaws.

b) The General Assembly is competent to know the own matters of the activity of the cooperative, corresponding to him with exclusive character and the adoption of agreements on the following matters:

1. Appointment and repeal of the Only Administrator, the Inspectors, the Liquidators.

2. Censorship of the social management, approval of the accounts and distribution of surpluses or imputation of losses.

3. Establishment of new obligatory contributions and his update, as well as the quotas of revenue and periodic.

4. Bond issue and participative titles, as well as of bonds and property bonds.

5. Modification of social statutes.

6. Approval and modification of the Regulation of Interior Regime.

7. Merger, split, transformation, dissolution and reactivation of the cooperative.

8. Approval of the final balance sheet of the liquidation.

9. Constitution of cooperatives of the first, second or subsequent degree, and cooperatives of integration, adhesion or separation of the same ones; creation, adhesion or separation of consortia, federations, associations; creation and extinction of sections of the cooperative; as well as the participation in not cooperative companies.

10. Exercise of the action of responsibility against the members of the Only Administrator, of the Inspectors, and in his case, of the Auditors and Liquidators.

11. Alienation, transfer, transfer or constitution of some royal right of guarantee on the company or of some part of she that has the consideration of center of work, or of someone of his goods, rights or activities that he supposes substantial modifications in the economic, organizational or functional structure of the cooperative.

12. Any other one that, with such a character, is foreseen legally or in these statutes.

- **Summons**

a) The General ordinary Assembly will have to be summoned by the Sole Administrator in six months following the closing of every economic exercise.

b) The Only Administrator on own initiative, will be able to call for the General extraordinary Assembly, providing that he considers it suitable for the social and, interests likewise, when it is requested by a number of partners and partners, in his case, which represents, at least, 20 % of the partners of the cooperative. In this case, the summons will have to be effected in fifteen days following the date in which the Only Administrator had been needed in authentic form, there must be included in the agenda, necessarily, the matters that were an object of the request.

c) The Sole Administrator on own initiative, will be able to call for the General extraordinary Assembly, providing that he considers it suitable for the social and, interests likewise, when it is requested by a number of partners and partners, in his case, which represents, at least, 20 % of the partners of the cooperative. In this case, the summons will have to be effected in fifteen days following the date in which the Only Administrator had been needed in authentic form, there must be included in the agenda, necessarily, the matters that were an object of the request.

d) The summons of the General Assembly will be effected by an anticipation of at least, twenty days to the celebration of the same one, and this one will not be able to be later in two months to the mentioned summons. Every partner and partner will be notified, in his case, and will promise to be in the bulletin board of the head office of the entity, must justify citing documents in evidence the Sole Administrator the reference of the communications in the expressed term.

e) The agenda of the Assembly will be fixed by the Only Administrator, with the clarity and necessary precision to provide sufficient information to the partners and partners.

The General Assembly will have the character of universally when all the partners are present or represented, in their case, of the cooperative and accept unanimously his celebration and the matters to treat in it.

- **Assembly regulations**

a) The General Assembly, unless it is universal, will be held where the mini company has its registered address.

b) The General Assembly summoned in conformity with the previous article, will stay constituted, when they represent presents or represented, in the first summons, at least the half more one of the partners of the cooperative. In the second summons, there will remain constituted anyone that is the number of the assistants.

c) The General Assembly will be presided by the Only Administrator; in his fault, for the partner who decides the own Assembly.

It corresponds to the President:

- To realize the calculation of partners and partners, in his case, presents or represented.

- To proclaim the constitution of the Assembly.

- To direct the deliberations.

- To support the order of the session, being able to expel from the same one the assistants who obstruct or lack with regard to the Assembly or some another assistant, must be said expulsion always motivated and such a circumstance being reflected, as well as his motivation, in the record of the Assembly.

- To guard over the fulfillment of the legal formalities.

d) When in the agenda there appear matters that affect directly the one who has to recover the functions of President or of Secretary, these will entrust themselves to persons chosen by the Assembly.

e) If within a day it was not finishing the celebration of the Assembly, the extension or successive extensions will be agreed by the own General Assembly.

**- Votes**

a) Every partner will have right to a vote and in no case annulling vote will be able to exist or of quality.

b) It will be able to make represent the partner in the General Assembly by another partner, who will not be able to represent to any more than two. In any case, the representation will have to be granted in writing and with special character for every Assembly providing that this one does not have the character of legally.

c) The voting will be secret when they take as a purpose the exclusion of a partner, the choice or repeal of the members of the social organs, the agreement to exercise the action of responsibility against the members of the above mentioned organs. The agreement will be adopted, also by means of secret voting, on any point of the agenda, when like that it is requested by ten per cent of the partners and partners, in his case, presents or represented or when like that it is established by the Law of Cooperative Andalusian Companies.

**- Adoption and challenging agreement in the general assembly**

a) The agreements of the General Assembly will be adopted as simple majority of the votes issued, except that legally or in these bylaws a qualified majority is established.

b) It will be necessary, in the first summons, the emission of favorable votes, in number not lower than the three fifth ones of the assistants, present or represented, and in the second summons, in number not lower than both thirds, to agree:

1. The extension of the capital by means of new obligatory contributions.

2. The bond issue and participative titles, as well as bonds and property bonds.

3. The modification of social statutes.

4. The merger, split, transformation, dissolution and reactivation of the cooperative company.

5. The alienation, transfer or transfer of the company or of some part of her that has the consideration of center of work, or of someone of his goods, rights or activities that suppose substantial modifications in the economic, organizational or functional structure of the cooperative.

6. Those other matters foreseen expressly in the Law of Cooperative Andalusian Companies or in these statutes.

c) The challengeable social agreements, the procedure and the legitimization to realize it will be the established ones in the art. 56 of the Law of Cooperative Andalusian Companies.

Without prejudice of the exigency of responsibility regulated in the article 73 of the Law of Cooperative Andalusian Companies, the decisions of the Only Administrator you contradict to the Law or to these bylaws, or that they injure, in benefit of one or more of the partners, in their case, or third parties, the interests of the cooperative, will be able to be contested in agreement with precept the article 56 of the Law of Cooperative Andalusian Companies, for the Interventor/es and for a number of partners and partners, in his case, which it represents at least, ten per cent of the votes in case of annullable agreements, or for any partner, in case of void agreement.

**- Sole Administrator**

a) The Only Administrator is the organ of government, management and representation of the cooperative company, being subject to the Law, to these bylaws and to the politics fixed by the General Assembly, and to compete those matters that are attributed to him by Law or by statutory route, which will not be able to be an object of decision for other organs of the company, as well as all authorized those that are not reserved to other social organs by the Law of Cooperative Andalusian Companies or by this statutory body.

b) The Sole Administrator, has attributed the exercise of the representation of the entity, without prejudice of incurring responsibility if his action does not adjust to the agreements of the General Assembly.

c) It will be chosen of between the partners by the General Assembly in secret voting and by simple majority of the issued votes.

d) The appointment of the Sole Administrator will need as requirement of efficiency the acceptance of the chosen one and his inscription in the Record of Cooperatives.

e) This post will be able to be paid, if the General Assembly like that decides it.

**- Vacancy**

a) The definitive vacancy will cover for the designated one in the first General Assembly that is celebrated, that will be summoned by the Only Administrator in the maximum space of fifteen days.

- **Economic regime**

**+Capital social**

a) Constituted by the obligatory and voluntary effected contributions, in such a concept, for the partners and, in his case, for the partners. If the cooperative announces his number of share capital to the public, it will have to recount it to a concrete date and express the spent one.

b) The minimal share capital promotes to 20€, and is totally signed and spent. It will be represented by nominative titles of a value of 20€, each one, must possess every partner, at least, a title, which will contain each and every of the precept ends in the article 77.3 of the Law of Cooperative Andalusian Companies.

c) The General Assembly will be able to remind the exigency of new obligatory contributions to integrate the share capital, fixing the quantity, conditions and period of disbursement of the same ones. The partner or partner, in his case, which had spent voluntary contributions will be able to devote, in everything or partly, at covering the new obligatory contributions agreed by the General Assembly.

d) The General Assembly will be able to remind the admission of voluntary contributions of partners and, in his case, partners, fixing the global maximum quantity, the term of subscription, which will not be able to exceed of six months, and the interest rate of the same ones. Every partner and partner, in his case, will have right to realize, inside the global Maximum quantity that determines the social agreement, a proportional part to the obligatory contribution to integrate the share capital that had in the moment of the adoption of the above mentioned agreement; and in case of not exercising this right, in everything or partly, it will be able to yield other partners or partners, providing that there remain saved the legal limits relative to the percentages of ownership of the contributions.

e) In any case, the total amount of the contributions of every partner to the share capital of the cooperative, will not be able to exceed thirty five per cent of the same one.

f) The partner or partner, in his case, which does not spend the contributions in the foreseen period, will incur default for the alone maturity of the term and will have to pay to the cooperative the legal interest and indemnify it of the hurts and prejudices caused by delinquency. All this without prejudice of the sanction or disciplinary sanctions that could impose them, as well as of the judicial claim against the same ones.

 + **Reimbursement**

a) In the suppositions of loss of the condition of partner or partner, these or his rightful claimants, they have right to demand the reimbursement of his integral contributions of the share capital, which value will be the one that reflects the book of contributions to the share capital, there being included in the calculation the voluntary partible reservations.

b) The reimbursement will be realized in a following way:

1. Of the amount of the contributions there will be deduced, in the moment of the fall, the losses attributable to the partner, correspondents to the exercise during the one that has produced the same one to himself, and the accumulated ones in the proportion that corresponds to him.

2. Of the amount of the obligatory contributions, once realized in his case, the deduction foreseen in the previous paragraph, the Only Administrator will be able to decide the corresponding deductions that, for the supposition of fall for exclusion it will not be able to exceed 30 %, and of 20 % for the supposition of not well-taken voluntary redundancy. In no case deductions will be able to be established neither on the voluntary contributions, nor on the obligatory ones, when the redundancy is justified.

3. The term of reimbursement will not be superior to five years in case of exclusion; of three years in case of redundancy; and of two years or another top term that there allows the accreditation of the character of inheritor or legatee of the deceased partner, in the supposition of which the above mentioned fall is for death. On the amount of the not restored contribution, the legal interest rate of the money will be earned.

- **Transmission of the contributions**

The contributions to the share capital only will be able to be transmitted:

a) For inter-alive acts:

The contributions will be transmissible of a part between the partners, and of other one between the partners in case of the existence taking place of these; realizing by means of notification, to the Only Administrator of the effected transmission, in the space of fifteen days from the act of transmission.

b) For mortis causa:

To the death of the partner, the contributions to the share capital will reimburse themselves to the inheritors and legatees in the term established in the article 40.2 c) of these statutes.

 The mentioned inheritors or legatees will be able to request his admission the Sole Administrator as members of the cooperative, acquiring the condition of partner if there assemble the objective requirements foreseen in the article 6 of these statutes. In this case, the new partner will not be forced to spend quotas of revenue providing that it requests his admission in the cooperative before the term of six months since he was acquiring the inheritor's condition.

c) The cooperative will be able neither to acquire, except to free title, social contributions of his own capital nor to accept them under the pretext of article.

d) The personal creditors of the partners will not have right on the social contributions of these, to the being indefeasible, without prejudice of the rights that the creditor could exercise on the reimbursements and returns satisfied to the partner.

- **Annual financial period**

a) Annual financial period will coincide with the natural year.

b) The Only Administrator will have to formulate for every economic exercise, in the maximum space of three months, counting from the closing of that one, the annual accounts, which they will understand: the balance sheet, the account of losses and earnings, the explanatory memory and the distribution offer of the surpluses or of imputation of losses, as well as the relation of the results of operations with third parties and extraordinary results, in his case. The valuation of the integral elements of the different items that appear in the annual accounts, as well as the draft of the above mentioned, will be realized in accordance with the dispositions and beginning of the Code of Trade and of the General Plan of Accounting; and to the specialties gathered in the art. 88 of the Law of Cooperative Andalusian Companies.

- **Application of positive results and imputation of losses**

a) The destination of the surpluses or cooperative results will remember for the General Assembly to the closing of every exercise, in accordance with the forecasts of this article.

b) In any case there will be endowed the Social Obligatory Funds, before the consideration of the Tax of Companies with subordination to the following procedure:

1. Twenty per cent of the surpluses, as minimum, they will be destined to the Obligatory Reserve fund, until this one reaches an equal amount to fifty per cent of the share capital. Once the reached above mentioned amount, fifteen per cent will be destined, as minimum, to the above mentioned funds.

2. Five per cent, as minimum, one will destine to endow the Fund of Education and Promotion.

c) The surpluses that prove after the endowment of the previous funds, once satisfied the demandable taxes, will be applied to cooperative returns, which will justify themselves to the partners in proportion to the operations, services or activities realized for the cooperative.

d) The cooperative returns will be able to do to him workforce of the following ways:

1. By means of his credit to the partners in the space of one month from the approval of the annual accounts.

2. By means of his incorporation to the share capital, increasing the obligatory contributions of the partners.

e) The distribution modalities that have to be adopted in every exercise will be determined by the General Assembly, depending on the economic -financial needs of the cooperative.

- **Obligatory reserve fund**

The Obligatory Reserve fund, destined for the consolidation, development and guarantee of the cooperative, is undeliverable between the partners, even in case of dissolution, and it will be constituted in accordance with the guidelines of the art. 95 of the Law of Companies of Andalusian Cooperatives.

-- **Social documentation**

The cooperative will go in order and a day the books that correspond to him, in agreement with the established in the Art. 98 of the Law of Cooperative Andalusian Companies.

- **Merger and split with other cooperatives**

For the merger, split and transformation, one will be to the foreseen in the Chapter the VIIIth of the Title I of the Law of Cooperative Andalusian Companies.

- **Dissolution and liquidation of the cooperative**

Will be a reason of dissolution:

a) The conclusion of the company that constitutes the object of the entity or the inability to realize the cooperativised activity.

b) The will of the partners, demonstrated by means of agreement of the General Assembly taken in conformity with the procedure described in the article 28 of these bylaws.

c) The reduction of the number of partners below the minimum legally necessary to constitute the cooperative, if it is kept during more than twelve months.

d) The reduction of the number of the share capital below the minimum established in these social bylaws, if it is kept more than twelve months.

e) The merger, and the split in his case.

f) The bankruptcy.

g) The stagnation of someone of the social necessary organs or not accomplishment of the activity cooperativised for two consecutive years.

h) Any other reason established legally.

 FINAL PROVISIONS

First. - To the effects of National Health Service, the partners of this cooperative assimilate the workers for foreign account, joining the General Regime of the National Health Service.

Second. - In everything in these bylaws one will be not regulated to precept in the legal applicable dispositions, specially in the Law of Cooperative Andalusian Companies.

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