

DATED _____ 2022

(1) Chelmsford Star Co-operative Society Ltd

-and-

(2) **NAME OF DIRECTOR**

DEED OF TRUST

THIS AGREEMENT is made the _____ day of _____

2022

BETWEEN:

- (1) **Chelmsford Star Co-operative Society Limited** a registered Society under the Co-operative & Community Benefit Societies Act 2014, registered number IP973R whose registered office is at 220 Moulsham Street Chelmsford CM2 0LS (“the Society”); and
- (2) **NAME of ADDRESS** (“the Officer”)

RECITALS:

- (A) The Officer holds an elected position within the Society.
- (B) Rule 18.3 (as hereinafter defined) prevents the Officer from receiving a Relevant Payment (also as hereinafter defined).
- (C) Rule 18.3 further requires the Officer to enter into this Deed which will oblige the Officer to hold any Relevant Payment received or to which the Officer would otherwise be entitled on trust for the benefit of Co-operatives^{UK} Ltd.

NOW THEREFORE IT IS AGREED as follows:

1. Definitions

In this Deed the following expressions have the meanings stated, unless the context requires otherwise:

- 1.1. **“Co-operatives^{UK}”** means Co-operatives^{UK} Limited a registered Society under the Co-operative & Community Benefits Societies Act 2014, registered under number IP02783R whose registered office is at Holyoake House, Hanover Street, Manchester M60 0AS (and including its successors in title);
- 1.2. **“Permitted Amount”** has the meaning given to it in Rule 18.3;
- 1.3. **“Relevant Payment”** means any payment (or part of a payment) made to or for the benefit of the Officer (whether from the Society or any other person or organisation) by way of compensation for loss of office or otherwise in connection with any Reorganisation which is in excess of the Permitted Amount;
- 1.4. **“Reorganisation”** means any amalgamation, transfer of engagements or other restructuring or reorganisation of the Society’s business howsoever arising;

1.5. “Rule 18.3” means Rule 18.3 of the rules of the Society (as such rules may be amended, varied, renumbered or updated from time to time). A copy of the current version of Rule 18.3 is appended to this Deed in the Schedule.

2. Declaration of Trust

The Officer declares and undertakes that if they receive or become entitled to receive any Relevant Payment, the Officer will hold such Relevant Payment (and the money investments or other property from time to time representing the Relevant Payment) in trust and as nominee for Co-operatives^{UK} Ltd absolutely and will hold such Relevant Payment to the order of Co-operatives^{UK} Ltd.

3. Rights of Co-operatives^{UK}

Co-operatives^{UK} shall be entitled to call for any Relevant Payment received by the Officer, or to which the Officer would otherwise be entitled, to be transferred to it at any time. The Officer will transfer to Co-operatives^{UK} such Relevant Payment within fourteen (14) days of demand being made by Co-operatives^{UK}.

4. Power of Attorney

The Officer grants to the Society and / or Co-operatives^{UK} the power of attorney to sign all documents and do all things required in connection with the Relevant Payment as the Society and / or Co-operatives^{UK} may direct. This power of attorney is irrevocable and given by way of security.

5. Third Parties

The parties to this Deed specifically agree that Co-operatives^{UK} will have the right to enforce the terms of this Deed in accordance with the Contracts (Rights of Third Parties) Act 1999 (“the Act”). No person, other than Co-operatives^{UK} who is not a party to this Deed shall have any right to enforce any of its terms under the Act.

6. Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this Agreement was duly executed as a Deed on the date indicated above.

EXECUTED and delivered as a DEED for and on behalf of Chelmsford Star Co-operative Society Limited Director Director Secretary
EXECUTED and delivered as a DEED by NAME OF DIRECTOR

WITNESS:

Signature

Name

Address:

Occupation:

Rita Knott

220 Moulsham Street

Chelmsford CM2 0LS

Personal Assistant to the Chief Executive Officer

SCHEDULE

Rule 18.3 Amalgamation, Transfer of Engagements, and Conversion -

- a. No director or person holding any other elected position within the Society shall be permitted to receive from the Society, or any other person or organisation, any payment greater than that permitted below (the “permitted amount”) by way of compensation for loss of office or otherwise, however described, in connection with any amalgamation, transfer of engagements, or other reorganisation or restructuring of the Society’s business (“reorganisation”).
- b. The permitted amount, which a director or person holding any other elected position with the Society shall be permitted to receive in the circumstances set out above shall be an amount:
 - (i) which is no greater than the amount of remuneration which any such person would have been entitled to receive from the Society if the reorganisation had not taken place, and if the individual had been able to complete the term of office for which they had been elected;
 - (ii) which takes into account any remuneration which the individual receives in relation to a period equivalent to the outstanding term of office, in connection with any office to which they are elected or appointed following the reorganisation; and
 - (iii) which has been approved by the members of the Society at a members’ meeting before the reorganisation becomes effective.
- c. Every director and every person holding an elected position within the Society shall execute a deed in a form specified by the Secretary acknowledging that they are not entitled to any such compensation beyond the permitted amount, and assigning any sum beyond the permitted amount, if paid, to a specified co-operative organisation to be determined by the Board of the Society, which shall be either Co-operatives^{UK} or the Co-operative College, or any respective successor in title. Any person who fails to execute such deed when required to do so shall immediately cease to hold office. If any such payment is made, then:
 - (i) it will be held by the recipient on trust for the specified co-operative organisation as determined above by the Board of the Society, who shall be entitled to call upon the recipient for payment of such sum; and
 - (ii) it shall be applied by the specified co-operative organisation in furtherance of its objects as its Board shall decide.

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