

Member's
Agreement

Between

GREEN
ELEPHANT
CO-OPERATIVE
LIMITED

and

[Name of Member]

Member's Agreement

THIS AGREEMENT is dated

Parties

(A) **GREEN ELEPHANT CO-OPERATIVE LIMITED** is a limited society registered in England under the Industrial and Provident Societies Act 1965 with registration number 31944R and with its registered office at the address Halton Mill, Mill Lane, Halton, LA2 6ND.

(B)

..... [NAME OF MEMBER]

.....[ADDRESS OF MEMBER]

.....

Background

GREEN ELEPHANT CO-OPERATIVE LIMITED agrees to enter into this Agreement for the purpose of controlling its capacity as the Co-operative.

THE MEMBER agrees to enter into this Agreement for the purpose of controlling his/her capacity as a Member of the Co-operative.

Interpretation of agreed terms

The following definitions shall apply in this Agreement:

“**Agreement**” means this Member's Agreement as amended from time to time including the recitals, the schedules and any attachments hereto;

“**the Co-operative**” means GREEN ELEPHANT CO-OPERATIVE LIMITED;

“**Directors**” means the board of directors of the Co-operative following Rules 68-84;

“**Member**” means each of the parties from time to time to this Agreement including any person who becomes a party by executing the Agreement;

“**Property**” means any property, heritable or moveable, real or personal, wherever situated; and

“**Rules**” means the rules of the Co-operative lodged with the Financial Conduct Authority or its successor in name and title.

“**Services**” mean the services provided by the Members to the customer in accordance with the provisions of this Agreement and / or Services supplied by an external provider in accordance with the provisions of this Agreement.

Miscellaneous

The headings in this Agreement do not affect its interpretation. Save where the context otherwise requires, references to clauses, sub-clauses and schedules are to clauses, sub-clauses and schedules of this Agreement.

References to any gender include all genders and use of the singular includes the plural and vice versa.

In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the Rules, the provision in the Rules shall take precedence.

1. Membership applications

1.1 An individual or body eligible for membership under the Rules who/which wishes to become a Member shall lodge with the Co-operative a written application for membership (in such form as the Directors require), signed by him/her or (in the case of a corporate body) signed on its behalf by an appropriate officer of that body. An eligible Member is a tenant who fulfils such criteria for length of tenure as the Co-operative may from time to time decide and who is not more than three month in arrears to the Co-operative. The Co-operative may set different criteria for length of membership for tenants and hot-desk users so long as such criteria are clear and transparent.

1.2 The Directors shall be entitled at their discretion to decline to admit to membership any individual or body applying for membership under the provisions of the Rules.

1.3 Each application for membership shall be considered by the Directors at the first meeting of the Directors which is held after receipt by the Co-operative of the written application required under the provisions of the Co-operative’s Rules.

1.4 The Directors shall, as soon as reasonably practicable notify the applicant in writing of the Directors’ decision as to whether or not to admit him/her/it to membership.

2. Membership subscription

2.1 An annual membership subscription may be payable. The level of the initial membership subscription, should there be one, shall be decided upon by Directors.

3. Withdrawal from Membership and Ceasing to be a Member

3.1. Any individual or body who/which wishes to withdraw from membership shall lodge with the Co-operative a written notice of retiral (in such form as the Directors require)

- giving at least 30 days notice of withdrawal - signed by him/her or (in the case of a corporate body) signed on its behalf by an appropriate officer; he/she/it shall cease to be a Member with effect from the date stated in the notice.

- 3.2 A Member shall not withdraw from membership of the Co-operative until that Member has fulfilled any existing obligation relating to an existing contractual arrangement with any recipient or provider of services by or to the Co-operative, unless the Member's resignation has been approved by the Directors
- 3.3 Upon withdrawal from membership, a Member shall be entitled to the repayment of his/her/its withdrawable shares in accordance with Rules 32-35.
- 3.4 A Member shall cease to be a Member if:-
- the Member dies or goes into liquidation;
 - the Member ceases to use the services of the Co-operative for six consecutive months;
 - the Member is in arrears to the Co-operative by more than three months payments, unless such arrears are agreed with the Committee.

4 Duties of the Co-operative to its Members

- 4.1 The Co-operative shall use reasonable endeavours to ensure that it carries out the following:
- the provision of Services to the Members by the Co-operative;
 - maintaining the Property and equipment used by Members to the standards set in any agreements between the Co-operative and the Members;
 - contracting with suppliers for the provision of Services to the Co-operative by the suppliers;
 - carrying out negotiations in respect of all matters which have been agreed by the Members;
 - carrying out research, including market research in respect of all matters which has been agreed by the Members;
 - keeping appropriate records and managing appropriate budgets in respect of all matters which have been agreed by the Members;
 - receiving, distributing and managing funds in respect of all matters which have been agreed by the Members;
 - carrying out all administration in respect of all matters which have been agreed by the Members;
 - procuring all appropriate contracts in respect of all matters which have been agreed by the Members;
 - communicating as appropriate with Members and providing detail in respect of all matters which have been agreed by the Members;
 - reimbursing Members with any funds that may be due following the Member's exit from the Co-operative, as provided for in the Rules;
 - ensuring that the Co-operative settles Member's accounts as soon as is reasonably possible; and
 - ensuring that the level of imbursement in respect of any surplus being held by the Co-operative to be distributed to Members will be decided as provided for in the Rules.

5. Allocation of Property and equipment
 - 5.1 The Directors shall allocate Property and equipment to Members in a manner that they shall decide at their sole discretion from time to time.
6. Surplus funds
 - 6.1 The level of surplus, should there be any, to be applied, shall be determined in accordance with Rule 104.
 - 6.2 Any Member who has left the Co-operative during the financial year to which the surplus relates will be entitled to a level of surplus proportionate to the amount of usage of the Co-operative in that year.
7. Duties of Members to the Co-operative
 - 7.1 Each Member agrees that their obligations include:
 - promoting the aims and principals of the Co-operative as appropriate;
 - ensuring that all the Co-operative's memberships of professional and or trade organisations, should there be any, are current, active and paid to date;
 - maintaining all appropriate legal, financial and non-financial records in respect of the business of the Member and of the Co-operative;
 - reporting to the Co-operative as soon as is reasonably practicable in respect of any relevant matters and, in particular that which may be of detriment to the Co-operative's interests;
 - seeking to include other Members in projects as appropriate;
 - ensuring that all the Members and the Co-operatives appropriate insurances are current and satisfactory;
 - using all reasonable endeavours to contribute in the agreed manner to the general running of the Co-operative, as has been agreed by the Members;
 - giving notice of intention to resign from the Co-operative, under the provisions of the Co-operative's Rules;
 - acting reasonably and respectfully towards the other Members of the Co-operative;
 - avoiding taking any action or failing to take any action that may bring the Co-operative into disrepute;
 - ensuring the proper use of the Co-operative's property and equipment, in accordance with any lease, license, rental or hire agreement and reporting promptly any damage to such property and equipment;
 - acknowledging that any failure to meet the above obligations may result in disciplinary action being taken against a Member or Members under the provisions of the Rules or any other disciplinary code of conduct that may be in place from time to time.

7.2 Each Member shall use his reasonable endeavours to ensure that the following actions of the Co-operative are performed only in accordance with the Rules, and not by any Members without full and proper authorisation:

- change (by whatever means) the nature of the business;
- change the name of the Co-operative;
- sell or otherwise dispose of the whole or any part of its undertaking, Property, assets, or any interest in them or contract to do so whether or not for valuable consideration;
- enter the Co-operative into a partnership, joint venture or other profit sharing agreement or collaboration;
- engage in actual or proposed leasing, sub-leasing, licensing or parting with occupation or possession of any Property held or occupied or which may be acquired by the Co-operative;
- acquire, whether by transfer, subscription or otherwise of any shares or debentures in any society or corporation;
- use or continue to use the Co-operative's name, logo, or trademark;
- initiate conduct, settle or abandon any claim, litigation, arbitration or other proceedings involving the Co-operative or any admission of liability by or on behalf of the Co-operative;
- appoint solicitors, accountants, agents or sub-contractors of the Co-operative;
- vary of any terms of the Co-operative's policies of insurance or take out of any additional or replacement policies of insurance other than renewals of the Co-operative's policies on substantially the same or more comprehensive terms as those in force;
- take part in any transaction with any person otherwise than at arm's length and for full value, unless otherwise agreed between the Members from time to time;
- do, permit or allow to be done any act or thing whereby the Co-operative may be wound-up, or enter into any compromise or arrangement under the Insolvency Act 1986;
- purchase, lease or otherwise acquire assets, or any interests in assets of a value exceeding £200.00 provided that this clause shall not apply to decisions by the Directors to purchase, lease or otherwise acquire assets;
- enter into any other contract, transaction or arrangement;
- borrow any money in excess of any limits agreed in writing from time to time between the Members, or create any mortgage, debenture, pledge, lien or other encumbrances over the undertaking or assets of the Co-operative, or factor, assign, discount or otherwise dispose of any book debts or other debts of the Co-operative;
- give any guarantee, make any payment or incur any obligation otherwise than in connection with the Co-operative's ordinary business for the time being;
- lend or agree to lend, grant any credit or make any advance to any person otherwise than in the ordinary course of the business of the Co-operative; or
- hold any meeting of the Members or purport to transact any business at such meeting, unless a quorum of Members are present, whether in person or by proxy.

8. Miscellaneous matters

8.1 The Directors shall be responsible for managing and/or operating the Co-operative on a day to day basis.

- 8.2 Complaints relating to the quality of services being provided by a Member; the efficiency; or reputation of the Co-operative shall be recorded in a book kept in Co-operative's offices for that purpose;
- complaints relating to a Member's actions or inactions shall be brought to the attention of that Member; and
 - any complaints made whatsoever against a Member may be dealt with under the provisions made by the Directors from time to time.

9. Members business

9.1 The Members shall meet in accordance with the provisions of the Rules, or as otherwise agreed between the Members from time to time.

9.2 Each Member shall have only one vote in any decisions made by the membership.

10. Termination

10.1 This Agreement terminates immediately upon the occurrence of any of the following events:

- the passing of a resolution for the winding up of the Co-operative; or
- the appointment of a receiver or liquidator over the whole or any part of the assets of the Co-operative or the making of any arrangement with the creditors of the Co-operative for the affairs, business and property of the Co-operative to be managed by a supervisor.

10.2 Termination of this Agreement shall be without prejudice to the rights or obligations of any Member accrued prior to such termination, or under any provision which is expressly stated not to be affected by such termination including in respect of any prior breach of this Agreement.

10.3 Following the passing of a resolution for the winding-up of the Co-operative, the Members shall endeavour to agree a suitable basis for dealing with the interests and assets of the Co-operative in accordance with the Rules and shall endeavour to ensure that:

- all existing contracts of the Co-operative are performed so far as resources permit;
- no new contractual obligations are entered into by the Co-operative; and
- the Co-operative is wound up as soon as practicable.

11. Confidentiality

11.1 Each Member undertakes that he shall not at any time after the date of this Agreement or, if later, the date he became a party to it use, divulge or communicate to any person, except to his professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other Members or the Co-operative which may have, or may in future, come to his knowledge, and each of the Members shall use his reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

12. No partnership

12.1 The Members are not in partnership with each other, nor are they agents of each other.

13. Notices

13.1 Any notice given under this Agreement shall be in writing in accordance with the provisions of the Rules.

14. Severance

14.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15. Amendment

15.1 The terms of this Agreement may be amended by the Directors or by a special resolution at a Members' meeting.

15.2 After amendment of the terms of this Agreement the secretary must ensure that the amended Agreement is posted on the website within one calendar month of the amendment/s being passed.

16. Members statement

16.1 The Members agree that:

- they shall use their best endeavours to ensure that the Co-operative is a well governed, effectively managed and financially sustainable body;
- the purpose of the Co-operative is to benefit the Members and future Members through providing a stable base which will enable the Members to make the Co-operative successful as a business over the short, medium and long term;
- the strategy of the Co-operative is to provide Member's with common Services; and
- the Co-operative provides the Members the ability to operate their own business independently whilst also operating in a collaborative business together through the Co-operative.

17. Governing law and jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Law of England IN WITNESS WHEREOF these presents consisting of this and the previous 8 pages are executed as follows: -

Subscribed by:

[Signature]

[Print name]

For and on behalf of GREEN ELEPHANT CO-OPERATIVE LIMITED

Witness [signature]

[Print name].....

Address

.....

..... [NAME OF MEMBER]

[Signature]

Witness [signature].....

[Print name].....

Address

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