

**Co-operative and Community Benefit Societies Act 2014**

*Recording a Charge*

Society: Chelmsford Star Co-operative Society Limited  
Registration number: 973 R

The attached charge between the above society and:  
Trustees of the Chelmsford Star Co-operative Society Limited Employees' Superannuation Fund

was delivered to the FCA on 30 April 2019.

Instrument date: 18 April 2019

Application Date: 30 April 2019

Date: **10 May 2019**



Date

18<sup>th</sup> April

2019

Legal mortgage over 60 The Green, Writtle, Chelmsford, CM1 3DU

Chelmsford Star Co-operative Society Limited (1)

and

Trustees of the Chelmsford Star Co-operative Society Limited Employees'  
Superannuation Fund (2)

We hereby certify  
this to be a true copy  
of the original

Aquabridge Law  
21 Springfield Lyons Approach  
Springfield  
Chelmsford  
Essex CM2 5LB

*Aquabridge Law.*  
*30.04.2019*



21 Springfield Lyons Approach, Springfield, Chelmsford, Essex, CM2 5LB

Ref: KML/CHE13/COM1342

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## **SCHEDULE**

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This deed is dated

18<sup>th</sup> April

2019

## Parties

- (1) **CHELMSFORD STAR CO-OPERATIVE SOCIETY LIMITED** incorporated under the Industrial Provident Societies Act 1965 under number IP00973R whose registered office is at 220 Moulsham Street, Chelmsford, CM2 0LS (**Society**)
- (2) **TRUSTEES OF THE CHELMSFORD STAR CO-OPERATIVE SOCIETY LIMITED EMPLOYEES' SUPERANNUATION FUND** c/o 220 Moulsham Street, Chelmsford, CM2 0LS (**Fund**)

## BACKGROUND

- (A) The Society has agreed, under the Schedule of Contributions, to make certain pension contributions to the Chelmsford Star Co-Operative Society Limited Employees' Superannuation Fund.
- (B) The Society owns the Property.
- (C) Under this deed, the Society provides security to the Fund for the pension contributions.

## Agreed terms

### 1. Definitions and interpretation

#### 1.1 Definitions

The following definitions apply in this deed:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charged Assets:** all the assets, property and undertaking of the Society, which are, or are intended to be, subject to the Security created by, or pursuant to, this deed (and references to the Charged Assets shall include references to any part of them).

**Delegate:** any person appointed by the Fund or any Receiver under clause 14 and any person appointed as attorney of the Fund, Receiver or Delegate.

**Environment:** the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

**Environmental Law:** all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

**Environmental Licence:** any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Assets.

**Event of Default:** any of the following events:

- a) the Society fails to pay any of the Secured Liabilities when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date;
- b) the Society fails (other than a failure to pay referred to in paragraph (a) of this definition) to comply with any provision of this deed or any document under which the Society owes obligations to the Fund and (if the Fund considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 14 days of the earlier of the Fund notifying the Society of the default and the remedy required and the Society becoming aware of the default;
- c) any representation, warranty or statement made, repeated or deemed made by the Society to the Fund is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made;
- d) the Society suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
- e) the Society stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;
- f) any action, proceedings, procedure or step is taken in relation to the suspension of payments, winding-up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Society;
- g) any action, proceedings, procedure or step is taken in relation to a composition, compromise, assignment or arrangement with any creditor of the Society;
- h) any action, proceedings, procedure or step is taken in relation to the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Society or any of its assets;
- i) the value of the Society's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- j) any Security on or over the assets of the Society becomes enforceable;



k) all or any part of this deed or any document under which the Society owes obligations to the Fund is or becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect or it becomes unlawful for any party to this deed or any document under which the Society owes obligations to the Fund (other than the Fund) to perform any obligation under this deed or that document;

l) the Society repudiates or rescinds or shows an intention to repudiate or rescind this deed or any document under which the Society owes obligations to the Fund; or

m) any event occurs (or circumstances exist) that, in the reasonable opinion of the Fund, has or is reasonably likely to materially and adversely affect the Society's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this deed or any document under which the Society owes obligations to the Fund.

**Financial Collateral:** has the meaning given to that expression in the Financial Collateral Regulations.

**Financial Collateral Regulations:** the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

**Insurance Policy:** each contract and policy of insurance effected or maintained by the Society from time to time relating to the Property.

**LPA 1925:** the Law of Property Act 1925.

**Property:** the freehold or leasehold property (whether registered or unregistered) owned by the Society described in Schedule 1.

**Receiver:** a receiver or receiver and manager appointed by the Fund under clause 12.

**Secured Liabilities:** all present and future obligations and liabilities of the Society to the Fund, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Schedule of Contributions or this deed (including, without limitation, those arising under clause 28.3(b)), together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

**Security:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**Security Financial Collateral Arrangement:** has the meaning given to that expression in the Financial Collateral Regulations.

**Security Period:** the period starting on the date of this deed and ending on (a) 31<sup>st</sup> July 2025 or (b) the date on which the Fund is satisfied that all the Secured Liabilities have

been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding, whichever is the earliest.

**Schedule of Contributions:** the schedule of contributions of even date made between the Society (1) and the Fund (2).

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

## 1.2 Interpretation

In this deed:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax and email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;



- (l) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (r) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

### 1.3 Clawback

If the Fund considers that an amount paid by the Society in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Society or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

### 1.4 Nature of security over real property

A reference in this deed to a **charge or mortgage of or over the Property** includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- (b) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Society in respect of the Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

### **1.5 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Schedule of Contributions and of any side letters between any parties in relation to the Schedule of Contributions are incorporated into this deed.

### **1.6 Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

### **1.7 Schedules**

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

## **2. Covenant to pay**

The Society shall, on demand, pay to the Fund and discharge the Secured Liabilities when they become due.

## **3. Grant of security**

As a continuing security for the payment and discharge of the Secured Liabilities, the Society with full title guarantee charges to the Fund by way of a first legal mortgage, the Property.

## **4. Perfection of security**

### **4.1 Registration of legal mortgage at the Land Registry**

The Society consents to an application being made by the Fund to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 18<sup>th</sup> April 2019 in favour of the Trustees Of The Chelmsford Star Co-Operative Society Limited Employees' Superannuation Fund referred to in the charges register or their conveyancer."

### **4.2 Cautions against first registration and notices**

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Society's title to the Property, the Society shall immediately provide the Fund with full

particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Society shall immediately, and at its own expense, take such steps as the Fund may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

## **5. Liability of the Society**

### **5.1 Liability not discharged**

The Society's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Fund that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Fund renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the Society.

### **5.2 Immediate recourse**

The Society waives any right it may have to require the Fund to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Society.

## **6. Representations and warranties**

### **6.1 Times for making representations and warranties**

The Society makes the representations and warranties set out in this clause 6 to the Fund on the date of this deed are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

### **6.2 Ownership of Charged Assets**

The Society is the sole legal and beneficial owner of the Charged Assets and has good, valid and marketable title to the Property.

### **6.3 No Security**

The Charged Assets are free from any Security other than the Security created by this deed.

#### **6.4 No adverse claims**

The Society has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Assets or any interest in them.

#### **6.5 No prohibitions or breaches**

The entry into of this deed by the Society does not, and will not, constitute a breach of any policy, agreement, document, instrument or obligation binding on the Society or its assets.

#### **6.6 Avoidance of security**

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Society or otherwise.

#### **6.7 Enforceable security**

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Society and is, and will continue to be, effective security over all and every part of the Charged Assets in accordance with its terms.

### **7. General covenants**

#### **7.1 Negative pledge and disposal restrictions**

The Society shall not at any time, except with the prior written consent of the Fund:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Charged Asset other than any Security created by this deed;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party.

#### **7.2 Preservation of Charged Assets**

The Society shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Fund or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this deed.

#### **7.3 Compliance with laws and regulations**

- (a) The Society shall not, without the Fund's prior written consent, use or permit the Charged Assets to be used in any way contrary to law.

(b) The Society shall:

- (i) comply with the requirements of any law or regulation relating to or affecting the Charged Assets or the use of them or any part of them;
- (ii) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Assets or their use or that are necessary to preserve, maintain or renew any Charged Asset; and
- (iii) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Assets.

#### **7.4 Enforcement of rights**

The Society shall use its best endeavours to:

- (a) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Society and forming part of the Charged Assets of the covenants and other obligations imposed on such counterparty; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Assets that the Fund may require from time to time.

#### **7.5 Notice of misrepresentation and breach**

The Society shall, promptly on becoming aware of any of the same, notify the Fund in writing of:

- (a) any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

### **8. Property covenants**

#### **8.1 Repair and maintenance**

The Society shall keep all premises, and fixtures and fittings on the Property, in such repair and condition as to enable the Property to be let in accordance with all applicable laws and regulations.

#### **8.2 Insurance**

- (a) The Society shall insure and keep insured the Charged Assets against:
  - (i) loss or damage by fire or terrorist acts, including any third-party liability arising from such acts;



- (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Society; and
  - (iii) any other risk, perils and contingencies as the Fund may reasonably require.
- (b) Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Fund and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Charged Asset (meaning, in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years, including provision for increases in rent during the period of insurance.
- (c) The Society shall, if requested by the Fund, produce to the Fund each policy, certificate or cover note relating to any insurance required by clause 8.4(a).
- (d) The Society shall, if requested by the Fund, procure that a note of the Fund's interest is endorsed on each Insurance Policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 8.4(a) but without the Fund having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.
- (e)

### **8.3 Insurance premiums**

The Society shall:

- (a) promptly pay all premiums in respect of each Insurance Policy required by clause 8.4(a) and do all other things necessary to keep that policy in full force and effect; and
- (b) (if the Fund so requires) give to the Fund copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy required by clause 8.4(a).

### **8.4 No invalidation of insurance**

The Society shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy required by clause 8.4(a).

## **8.5 Proprietary rights**

The Society shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Fund.

## **8.6 Compliance with and enforcement of covenants**

The Society shall:

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Fund so requires) produce to the Fund evidence sufficient to satisfy the Fund that those covenants, stipulations and conditions have been observed and performed; and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

## **8.7 Notices or claims relating to the Property**

- (a) The Society shall:
  - (i) give full particulars to the Fund of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and
  - (ii) (if the Fund so requires) immediately, and at the cost of the Society, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Fund in making, any objections or representations in respect of that Notice that the Fund thinks fit.
- (b) The Society shall give full particulars to the Fund of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

## **8.8 Payment of outgoings**

The Society shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

## **8.9 Environment**

The Society shall in respect of the Property:

- (a) comply in all material respects with all the requirements of Environmental Law; and
- (b) obtain and comply in all material respects with all Environmental Licences.

#### **8.10 Inspection**

The Society shall permit the Fund, any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

### **9. Powers of the Fund**

#### **9.1 Power to remedy**

- (a) The Fund shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Society of any of its obligations contained in this deed.
- (b) The Society irrevocably authorises the Fund and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Fund in remedying a breach by the Society of its obligations contained in this deed shall be reimbursed by the Society to the Fund on a full indemnity basis and shall carry interest in accordance with clause 16.1.
- (d) In remedying any breach in accordance with this clause 9.1, the Fund, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Fund may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

#### **9.2 Exercise of rights**

The rights of the Fund under clause 9.1 are without prejudice to any other rights of the Fund under this deed. The exercise of any rights of the Fund under this deed shall not make the Fund liable to account as a mortgagee in possession.

#### **9.3 Fund has Receiver's powers**

To the extent permitted by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Fund in relation to any of the Charged Assets whether or not it has taken possession of any Charged Asset and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

#### **9.4 Conversion of currency**

- (a) For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Fund may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause

9.4) from their existing currencies of denomination into any other currencies of denomination that the Fund may think fit.

- (b) Any such conversion shall be effected at then prevailing spot selling rate of exchange for such other currency against the existing currency.
- (c) Each reference in this clause 9.4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

## **9.5 Indulgence**

The Fund may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Society) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Society for the Secured Liabilities.

## **10. When security becomes enforceable**

### **10.1 Security becomes enforceable on Event of Default**

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

### **10.2 Discretion**

After the security constituted by this deed has become enforceable, the Fund may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets.

## **11. Enforcement of security**

### **11.1 Enforcement powers**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 10.1.
- (c) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

### **11.2 Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Fund and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Society, to:

- (a) grant a lease or agreement for lease;
- (b) accept surrenders of leases; or
- (c) grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Society, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender), as the Fund or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

### **11.3 Redemption of prior Security**

- (a) At any time after the security constituted by this deed has become enforceable, the Fund may:
  - (i) redeem any prior Security over any Charged Asset;
  - (ii) procure the transfer of that Security to itself; and
  - (iii) settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Society).
- (b) The Society shall pay to the Fund immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.

### **11.4 Protection of third parties**

No purchaser, mortgagee or other person dealing with the Fund, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Fund, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Fund, any Receiver or any Delegate is to be applied.

### **11.5 Privileges**



Each Receiver and the Fund is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

#### **11.6 No liability as mortgagee in possession**

Neither the Fund nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

#### **11.7 Relinquishing possession**

If the Fund, any Receiver or Delegate enters into or takes possession of a Charged Asset, it or he/she may at any time relinquish possession.

#### **11.8 Conclusive discharge to purchasers**

The receipt of the Fund, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Fund, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

#### **11.9 Right of appropriation**

(a) To the extent that:

- (i) the Charged Assets constitute Financial Collateral; and
- (ii) this deed and the obligations of the Society under it constitute a Security Financial Collateral Arrangement,

the Fund shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Fund may, in its absolute discretion, determine.

- (b) The value of any Charged Assets appropriated in accordance with this clause shall be, in the case of cash, the amount standing to the credit of the Rent Account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised.
- (c) The Society agrees that the method of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

## **12. Receivers**

### **12.1 Appointment**

At any time after the security constituted by this deed has become enforceable, or at the request of the Society, the Fund may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Assets.

### **12.2 Removal**

The Fund may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **12.3 Remuneration**

The Fund may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

### **12.4 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Fund under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

### **12.5 Power of appointment exercisable despite prior appointments**

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Fund despite any prior appointment in respect of all or any part of the Charged Assets.

### **12.6 Agent of the Society**

Any Receiver appointed by the Fund under this deed shall be the agent of the Society and the Society shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Society goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Fund.

## **13. Powers of Receiver**

### **13.1 Powers additional to statutory powers**

- (a) Any Receiver appointed by the Fund under this deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in clause 13.2 to clause 13.20.
- (b) A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he/she is an administrative receiver or not.
- (c) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (d) Any exercise by a Receiver of any of the powers given by clause 13 may be on behalf of the Society, the directors of the Society or himself/herself.

### **13.2 Repair and develop the Property**

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

### **13.3 Grant or accept surrenders of leases**

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms, and subject to any conditions, that he/she thinks fit.

### **13.4 Employ personnel and advisers**

- (a) A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he/she thinks fit.
- (b) A Receiver may discharge any such person or any such person appointed by the Society.

### **13.5 Make and revoke VAT options to tax**

A Receiver may make, exercise or revoke any VAT option to tax as he/she thinks fit.

### **13.6 Charge for remuneration**

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him/her) that the Fund may prescribe or agree with him/her.

### **13.7 Take possession**

A Receiver may take immediate possession of, get in and realise any Charged Asset.

#### **13.8 Manage or reconstruct the Society's business**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Society carried out at the Property.

#### **13.9 Dispose of Charged Assets**

A Receiver may grant options and licences over all or any part of the Charged Assets, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Charged Assets, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Charged Assets in respect of which he/she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of by him/her.

#### **13.10 Sever fixtures and fittings**

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Society.

#### **13.11 Give valid receipts**

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets.

#### **13.12 Make settlements**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Society or relating in any way to any Charged Asset.

#### **13.13 Bring legal action**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Assets as he/she thinks fit.

#### **13.14 Insure**

A Receiver may, if he/she thinks fit, but without prejudice to the indemnity in clause 16.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Society under this deed.

#### **13.15 Form subsidiaries**

A Receiver may form a subsidiary of the Society and transfer to that subsidiary any Charged Asset.

#### **13.16 Borrow**

A Receiver may, for whatever purpose he/she thinks fit, raise and borrow money either unsecured or on the security of all or any of the Charged Assets in respect of which he/she is appointed on any terms that he/she thinks fit (including, if the Fund consents, terms under which that security ranks in priority to this deed).

#### **13.17 Redeem prior Security**

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Society, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

#### **13.18 Delegation**

A Receiver may delegate his/her powers in accordance with this deed.

#### **13.19 Absolute beneficial owner**

A Receiver may, in relation to any of the Charged Assets, exercise all powers, authorisations and rights he/she would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Assets.

#### **13.20 Incidental powers**

A Receiver may do any other acts and things that he/she:

- (a) may consider desirable or necessary for realising any of the Charged Assets;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) lawfully may or can do as agent for the Society.

### **14. Delegation**

#### **14.1 Delegation**

The Fund or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this deed (including the power of attorney granted under clause 18.1).

#### **14.2 Terms**



The Fund and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it or he/she thinks fit.

#### **14.3 Liability**

Neither the Fund nor any Receiver shall be in any way liable or responsible to the Society for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

### **15. Application of proceeds**

#### **15.1 Order of application of proceeds**

All monies received or recovered by the Fund, a Receiver or a Delegate under this deed or in connection with the realisation or enforcement of all or part of the security constituted by this deed (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Fund's right to recover any shortfall from the Society):

- (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Fund (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of the Secured Liabilities in any order and manner that the Fund determines; and
- (c) in payment of the surplus (if any) to the Society or other person entitled to it.

#### **15.2 Appropriation**

Neither the Fund, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

#### **15.3 Suspense account**

All monies received by the Fund, a Receiver or a Delegate under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- (a) may, at the discretion of the Fund, Receiver or Delegate, be credited to a suspense account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Fund and the Society; and

- (c) may be held in that account for so long as the Fund, Receiver or Delegate thinks fit.

## **16. Costs and indemnity**

### **16.1 Costs**

The Society shall, within five Business Days of demand, pay to, or reimburse, the Fund and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Fund, any Receiver or any Delegate in connection with:

- (a) this deed or the Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Fund's, a Receiver's or a Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Society) at the rate and in the manner specified in the Schedule of Contributions.

### **16.2 Indemnity**

- (a) The Society shall indemnify the Fund, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:
  - (i) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Assets;
  - (ii) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
  - (iii) any default or delay by the Society in performing any of its obligations under this deed.
- (b) Any past or present employee or agent may enforce the terms of this clause 16.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **17. Further assurance**

### **17.1 Further assurance**

The Society shall promptly, at its own expense, take whatever action the Fund or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security created or intended to be created by this deed;
- (b) facilitating the realisation of any Charged Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Fund or any Receiver in respect of any Charged Asset,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Assets (whether to the Fund or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Fund may consider necessary or desirable.

## **18. Power of attorney**

### **18.1 Appointment of attorneys**

By way of security, the Society irrevocably appoints the Fund, every Receiver and every Delegate separately to be the attorney of the Society and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Society is required to execute and do under this deed; or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Fund, any Receiver or any Delegate.

### **18.2 Ratification of acts of attorneys**

The Society ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 18.1.

## **19. Release**

### **19.1 Release**

Subject to clause 26.3, at the end of the Security Period, the Fund shall, at the request and cost of the Society, take whatever action is necessary to:

- (a) release the Charged Assets from the security constituted by this deed; and

- (b) reassign the Charged Assets to the Society.

## **20. Assignment and transfer**

### **20.1 Assignment by Fund**

- (a) At any time, without the consent of the Society, the Fund may assign or transfer any or all of its rights and obligations under this deed.
- (b) The Fund may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Society, the Charged Assets and this deed that the Fund considers appropriate.

### **20.2 Assignment by Society**

The Society may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

## **21. Set-off**

### **21.1 Fund's right of set-off**

The Fund may at any time set off any liability of the Society to the Fund against any liability of the Fund to the Society, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Fund may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Fund of its rights under this clause 21.1 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

### **21.2 No obligation to set off**

The Fund is not obliged to exercise its rights under clause 21.1. If, however, it does exercise those rights it must promptly notify the Society of the set-off that has been made.

### **21.3 Exclusion of Society's right of set-off**

All payments made by the Society to the Fund under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **22. Amendments, waivers and consents**

### **22.1 Amendments**

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

## **22.2 Waivers and consents**

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Fund shall be effective unless it is in writing.

## **22.3 Rights and remedies**

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

## **23. Severance**

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

## **24. Counterparts**

### **24.1 Counterparts**

- (a) This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

## **25. Third party rights**

### **25.1 Third party rights**

- (a) Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.



## **26. Further provisions**

### **26.1 Independent security**

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Fund may hold for any of the Secured Liabilities at any time. No prior security held by the Fund over the whole or any part of the Charged Assets shall merge in the security created by this deed.

### **26.2 Continuing security**

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Fund discharges this deed in writing.

### **26.3 Discharge conditional**

Any release, discharge or settlement between the Society and the Fund shall be deemed conditional on no payment or security received by the Fund in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Fund or its nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Assets, for any period that the Fund deems necessary to provide the Fund with security against any such avoidance, reduction or order for refund; and
- (b) the Fund may recover the value or amount of such security or payment from the Society subsequently as if the release, discharge or settlement had not occurred.

### **26.4 Certificates**

A certificate or determination by the Fund as to any amount for the time being due to it from the Society under this deed and the Schedule of Contributions shall be, in the absence of any manifest error, conclusive evidence of the amount due.

### **26.5 Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

## **27. Notices**

### **27.1 Delivery**

Any notice or other communication given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:
  - (i) the Society at:  
220 Moulsham Street, Chelmsford, CM2 0LS  
Attention: Lisa Waghorn
  - (ii) the Fund at:  
220 Moulsham Street, Chelmsford, CM2 0LS

or to any other address or fax number as is notified in writing by one party to the other from time to time.

#### **27.2 Receipt by Society**

Any notice or other communication that the Fund gives to the Society shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

A notice or other communication given as described in clause 29.2(a) or clause 29.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

#### **27.3 Receipt by Fund**

Any notice or other communication given to the Fund shall be deemed to have been received only on actual receipt.

#### **27.4 Service of proceedings**

This clause 27 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **27.5 No notice by email**

A notice or other communication given under or in connection with this deed is not valid if sent by email.

## **28. Governing law and jurisdiction**

### **28.1 Governing law**

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

### **28.2 Jurisdiction**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Fund to take proceedings against the Society in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

### **28.3 Other service**

The Society irrevocably consents to any process in any legal action or proceedings under clause 28.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1    Property**

Description of Property: 60 The Green, Writtle, Chelmsford, CM1 3DU

Registered at HM Land Registry under title numbers: EX789389

Executed as deed by **CHELMSFORD STAR CO-  
OPERATIVE SOCIETY LIMITED** acting by two directors  
and its secretary

P.R. Dodd

Director 1 – signature

P. DODD

Director 1 – print name

J. Milbank

Director 2 - signature

J. MILBANK

Director 2 - print name



E. Treowin

Secretary - signature

ELLEN TREOWIN

Secretary – print name



Executed as a deed by  
**THE TRUSTEES OF THE CHELMSFORD STAR  
CO-OPERATIVE SOCIETY LIMITED  
EMPLOYEES' SUPERANNUATION FUND** acting  
by a trustee in the presence of:



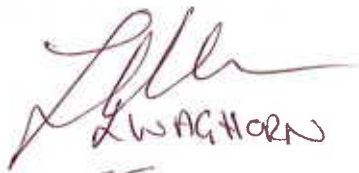
Trustee - signature

Signature of witness:

Name of witness:

Occupation of witness:

Address of witness:

  
L WAGHORN  
CEO  
35 CONDOR GATE  
CHELMSFORD  
CM3 3FU

K BENNETT

Trustee - print name

# Recording a charge

## Section 1 – About this form

Use this form to record a charge under the Co-operative and Community Benefit Societies Act 2014 (including credit unions); or Co-operative and Community Benefit Societies Act (Northern Ireland) 1969 (excluding credit unions).

Part 5 of the Co-operative and Community Benefit Societies Act 2014 enables charges over the assets of a society to be recorded with us. For English and Welsh societies, fixed or floating charges can be recorded. For Scottish societies, only floating charges can be registered. Section 29 of the Co-operative and Community Benefit Societies Act (Northern Ireland) 1969 enables charges (fixed or floating) over the assets of a society to be recorded with us.

Use this form to record a charge. If you complete the form correctly and send it to us in time with a copy of the charge, we will record the charge as appropriate and send you a formal notification.

Send this application form and the instrument to us within 21 days (including the date of signing) of the date the charge document was signed.

We have the discretion to extend the 21 day deadline where it has been missed by reason of inadvertence or other sufficient cause. Further information is provided in this form.

For information about our approach to charges under the Co-operative and Community Benefit Societies Act 2014 please see our guidance at <http://www.fca.org.uk/static/documents/fg15-12.pdf>

Please note that this form, including any details provided on the form, will be made available to the public through the Mutuels Public Register: <https://mutuals.fca.org.uk>.

## Section 2 – About this application

### 2.1 What is the name and register number of your society?

<b>Society name</b>	Chelmsford Star Co-operative Society Limited
<b>Register number</b>	IP00973R

## 2.2 Who can we contact about this application?

Name	Priyanka Kamal
Role	Solicitor
Email address	<a href="mailto:P.Kamal@aquabridgelaw.co.uk">P.Kamal@aquabridgelaw.co.uk</a>
Phone number	01245 206 340

## Section 3 – About the charge

### 3.1 Which of the following are you asking us to do?

Record a charge (not available for societies in Scotland) ☒

Register a floating charge (Scottish societies only) ☐

### 3.2 Who are the parties to the charge?

Name	CHELMSFORD STAR CO-OPERATIVE SOCIETY LIMITED
Name	TRUSTEES OF THE CHELMSFORD STAR CO-OPERATIVE SOCIETY LIMITED EMPLOYEES' SUPERANNUATION FUND
Name	
Name	

### 3.3 What date was the charge executed?

1	8	0	4	2	0	1	9
---	---	---	---	---	---	---	---

### 3.4 Please confirm you have attached a certified copy of the charge:

Certified copy of the charge attached ☒

### 3.5 Has the application been submitted within the 21 day limit?

Yes ☒

No ☐ Please provide reasons below

To decide if we can extend the registration period we need to know the reasons for the late application. Your answer should explain why the application was submitted late. Please ensure you provide sufficient information for us to

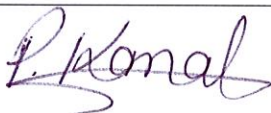
determine whether the application is late by reason of inadvertence or some other sufficient cause.

--

## Section 4 – Declaration

Please ensure this form is signed by one of the following:

- The secretary of the society or credit union; or
- A solicitor acting on behalf of the society or credit union; or
- A person interested in the charge on behalf of the society or credit union.

<b>Name</b>	<b>Priyanka Kamal</b>
My signature below confirms that the information in this form is accurate to the best of my knowledge	
<b>Signature</b>	
<b>Position</b>	<b>Solicitor</b>
<b>Date</b>	<b>30 April 2019</b>

## Section 5 – Submitting this form

Please submit a signed, scanned version of your application by email to: [musal.socleties@fca.org.uk](mailto:musal.socleties@fca.org.uk)

Or please submit by post to:

Musal Socleties  
Financial Conducl Authority  
12 Endeavour Square  
London  
E20 1JN

This form is available on the **Mutuals Soclety Portal**:

<https://socletyportal.fca.org.uk>