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Form H



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## CO-OPERATIVE AND COMMUNITY BENEFIT SOCIETIES ACT 2014

### *Acknowledgement of registration of a rule amendment*

The FCA today acknowledges the registration of the amendment of the attached rules under the Co-operative and Community Benefit Societies Act 2014 for:

Society name: **Delta-T Devices Limited**  
Registration number: **22804 R**

Date: **04 January 2016**



**ALL PREVIOUS RULES RESCINDED**

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

**Rules of**

**Delta-T Devices Limited**

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**NAME**

1. The name of the society shall be Delta-T Devices Limited.

**REGISTERED OFFICE**

2. The registered office of the society shall be at 130 Low Road, Burwell, Cambridge, CB25 0EJ.

**INTERPRETATIONS**

3. In these rules:

**"Address"** means a postal address or, for the purposes of electronic communication, a fax number, email address or telephone number for receiving text messages;

**"the Act"** refers to the Co-operative and Community Benefit Societies Act 2014 or any Act or Acts amending or in substitution of it or them for the time being in force;

**"Auditor"** means a person eligible for appointment as a company Auditor under Part 42 of the Companies Act 2006;

**"Chairperson"** means any person appointed to perform the duties of the Chairperson of the Co-operative;

**"Clear Days"** in relation to the period of notice does not include the day on which the meeting is to be held and the day on which the notice is handed to someone or left at their address, or the day on which it is sent, is in the process of being sent and is assumed to be delivered;

**"Co-operative"** means the above-named society;

**"Co-operative Principles"** are the principles defined in the International Co-operative Alliance Statement of Co-operative Identity. The principles are those of voluntary and open membership, democratic member control, member economic participation, autonomy and independence, education, training and information, co-operation among co-operatives and concern for the community;

**"Director"** means a director of the Co-operative and any person occupying the position of director, by whatever name called, including members of the Management Committee.

**"Document"** includes, unless otherwise stated, any document sent or supplied in electronic form;

**"Electronic Means"** shall include, for example, email, video links and secure authenticated website transactions;

**"Extraordinary Resolution"** means, unless the context requires otherwise, those decisions requiring an Extraordinary Resolution as detailed under 'Resolutions' in these rules;

**"Employee"** means anyone over the age of 16 holding a contract of employment with the Co-operative to perform at least eight hours of work per week for the Co-operative;

**"Founder Member"** means a subscriber to these rules for the purposes of registration;

**"Management Committee"** means all those persons appointed to perform the duties of Directors of the society;

**"Management Committee meeting"** includes, except where inconsistent with any legal obligation a physical meeting, a meeting held by electronic means and a meeting held by telephone;

**"Member"** has the meaning as detailed under 'Members' in these rules;

**"Officer"** has the meaning as detailed under 'Officers' in these rules;

**"Person"** means, unless the context requires otherwise, a natural person, unincorporated body, firm, partnership, corporate body or a representative of an unincorporated body, firm, partnership or corporate body;

**"Registrar"** means the Financial Conduct Authority (FCA) or any body that succeeds its function;

**"Regulations"** has the meaning as detailed under 'Regulations' in these rules;

**"Resolution"** means a votable proposal, or an official decision made after a vote to take a specified course of action.

**"Rules"** means these Rules;

**"Secretary"** means any person appointed to perform the duties of the Secretary of the Co-operative;

**"Transferable"** means shares that are transferable to another Person who also qualifies for membership of the Co-operative in accordance with these Rules;

**"Withdrawable"** means shares with the associated right for the Member to withdraw and receive in return the value of their shares from the Co-operative;

**"Writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied by Electronic Means or otherwise.

## **PURPOSE**

4. The purpose of the Co-operative is to carry out its function as a co-operative and to abide by the internationally recognised co-operative values and principles of co-operative identity as defined by the International Co-operative Alliance. This rule may only be amended by an Extraordinary Resolution.

## **OBJECTS**

5. The objects of the Co-operative shall be to carry on the business as a co-operative and to carry on any other trade, business or service and in particular:
  - (a) Manufacturing or selling scientific and technical products. Providing the service of consultancy on scientific and ecological matters.
  - (b) Manufacturing or selling or hiring whether as wholesalers, retailers, agents or otherwise, such - goods (or providing such service) as may be determined by general meeting.
6. In carrying out the objects, the Co-operative shall have regard to promoting the physical, mental and spiritual wellbeing of the community and especially those who participate in the activities of the Co-operative by reason of employment in or purchasing from or selling to the Co-operative, and to assist people by any means whatsoever

## **POWERS**

7. The Co-operative may do all such lawful things as may further the Co-operative's objects and, in particular, may borrow or raise funds for any purpose and on behalf of its Members.

## **BORROWING**

8. The Co-operative shall have the power to borrow money from its Members and others in order to further its objects providing that the amount outstanding at any one time shall not exceed £10,000,000.
9. The Co-operative shall have the power to mortgage or charge any of its property, including the assets and undertakings of the Co-operative, present and future, and to issue loan stock, debentures and other securities for money borrowed or for the performance of any contracts of the Co-operative or its customers or Persons or corporations having dealings with the Co-operative.
10. The rate of interest on money borrowed, except on money borrowed by way of bank loan or overdraft or from a finance house or on mortgage from a building society or local authority, shall not exceed 5% per annum or 2% above the Bank of England base rate at the commencement of the loan, whichever is the greater.
11. The Co-operative may receive from any Person, donations or loans free of interest in order to further its objects but shall not receive money on deposit.



### **Borrowing from Members**

12. In accordance with the Co-operative Principle of member economic participation the interest paid by the Co-operative on money borrowed from Members shall not exceed 5% per annum or 2% above the Bank of England base rate at the commencement of the loan, whichever is the greater.

### **FINANCIAL SERVICES AND MARKETS ACT 2000 ACTIVITY**

13. For the avoidance of doubt the Co-operative shall not engage in any activity by virtue of any of these Rules that would require a permission from the Registrar to carry on that activity without first having applied for and obtained such permission.

### **INVESTMENT OF FUNDS**

14. The Co-operative may invest any part of its funds in the manner set out in Section 27 of the Act.

### **MEMBERS**

15. Only Employees may be Members of the Co-operative.
16. All Employees of the Co-operative may be admitted to membership of the Co-operative, except that the Co-operative in a general meeting may by a majority vote decide to exclude from membership:
  - (a) Newly appointed Employees during such reasonable probationary period as may be specified in their terms and conditions of employment;
  - (b) Employees working less than a prescribed number of hours per week (or per month);

provided that any such criteria for exclusion is applied equally to all Employees.

17. In accordance with the Co-operative Principle of voluntary and open membership, whilst the Co-operative shall undertake to encourage its Employees to become Members, membership must be voluntary and as a result cannot be a condition of employment.

### **Applications for Membership**

18. No person shall be admitted into membership of the Co-operative unless that person has attained the age of 16, supports the aims of the Co-operative and has completed an application for membership which includes an application for one share in the Co-operative. Such an application form must be approved by the Management Committee and the Management Committee must approve each application for membership.

### **Member Commitment**

19. All Members agree to attend general meetings and take an active interest in the operation and development of the Co-operative and its business. Members have a duty to respect the confidential nature of the business decisions of the Co-operative.

20. In accordance with the Co-operative Principle of education, training and information, the Co-operative shall provide potential Members with information about what the role of a Member is within the Co-operative and will provide training in the skills required to be a Member and to participate in the operation of the Co-operative.
21. The Co-operative shall provide ongoing education and training in co-operative values and principles and associated topics. The Co-operative shall support its Members by ensuring that general meetings are accessible and encourage participation.

#### **Termination of Membership**

22. A Member shall cease to be a Member of the Co-operative immediately that s/he:
  - (a) Ceases to be in the employment of the Co-operative; or
  - (b) Resigns in Writing to the Secretary; or
  - (c) Is expelled from membership in accordance with these Rules; or
  - (d) Dies.

#### **Expulsion from Membership**

23. A Member may be expelled for conduct prejudicial to the Co-operative by an Extraordinary Resolution, provided that the grounds for expulsion have been specified in the notices calling the meeting and that the Member whose expulsion is to be considered shall be given the opportunity to make representations to the meeting or, at the option of the Member, an individual who is there to represent them (who need not be a Member of the Co-operative) has been allowed to make representations to the general meeting. No Member expelled from membership shall be re-admitted except by an Extraordinary Resolution.
24. If on due notice having been served the Member fails to attend the meeting the meeting may proceed in the Member's absence.

#### **PROCEEDINGS ON DEATH OR BANKRUPTCY OF A MEMBER**

25. Upon a claim being made by the personal representative of a deceased Member; or the trustee in bankruptcy of a Member who is bankrupt the Co-operative shall transfer or pay such property to which the personal representative or trustee in bankruptcy has become entitled or as the personal representative or trustee in bankruptcy may direct them.
26. A Member may in accordance with the Act nominate any individual or individuals to whom any of her/his property in the Co-operative at the time of her/his death shall be transferred, but such nomination shall only be valid to the extent of the amount for the time being allowed in the Act. On receiving a satisfactory proof of death of a Member who has made a nomination the Co-operative shall, in accordance with the Act, either transfer or pay the full value of the property comprised in the nomination to the individual or individuals entitled thereunder.

### **Share Capital**

27. The shares of the Co-operative shall be of the nominal value of £1 issued to persons upon admission to membership of the Co-operative. The shares shall be fully paid prior to issue, neither Transferable nor Withdrawable, shall carry no automatic right to interest, dividend or bonus, and shall be forfeited and cancelled on cessation of membership from whatever cause, and the amount paid up on such cancelled shares shall become the property of the Co-operative. Each Member shall hold one share only in the Co-operative.

### **GENERAL MEETINGS**

28. The Co-operative shall, within six months of the end of the financial year, hold a general meeting of the Members as its annual general meeting and shall specify the meeting as such in the notice calling it.
29. The business of an annual general meeting shall comprise, where appropriate:
- (a) The receipt of the accounts and balance sheet and of the reports of the Management Committee and Auditor (if any);
  - (b) The appointment of an Auditor, if required;
  - (c) The election of the Management Committee or the results of the election if held previously by ballot;
  - (d) The election of the Chairperson from those persons elected to the Management Committee.
  - (e) The communication of the decision as to the application of profits;
  - (f) The fixing of the remuneration of Management Committee members or where the decision as to the fixing of the remuneration has been made at a previous general meeting, the announcement of that decision;
  - (g) The transaction of any other business included in the notice convening the meeting.
30. In accordance with the Co-operative Principle of democratic member control, the Co-operative shall ensure that, in addition to the annual general meeting, at least four other general meetings are held annually. The purpose of these meetings is to ensure that Members are given the opportunity to participate in the decision making process of the Co-operative, review the business planning and management processes and to ensure the Co-operative manages itself in accordance with the co-operative values and principles.

### **Calling a General Meeting**

31. The Secretary, at the request of the Management Committee shall convene a general meeting of the Co-operative. The purpose of the general meeting shall be stated in the notice of the meeting.

32. The Management Committee upon an application signed by one-tenth of the total number of Members, or 100 Members, whichever is the lesser, delivered to the registered office of the Co-operative, shall convene a general meeting. The purpose of the general meeting shall be stated in the application for and notice of the meeting. No business other than that stated in the notice of the meeting shall be conducted at the meeting.
33. If within one month from the date of the receipt of the application the Management Committee have not convened a general meeting to be held within six weeks of the application, any three Members of the Co-operative acting on behalf of the signatories to the application may convene a general meeting, and shall be reimbursed by the Co-operative for any costs incurred in convening such a meeting.

### **Notices**

34. The Management Committee shall call the annual general meeting giving 7 Clear Days' notice to all Members. All other general meetings shall be convened with at least 7 Clear Days' notice but may be held at shorter notice if so agreed in Writing by 90% of the Members.
35. Notices of meetings shall either be given to Members personally or sent to them at their Address or alternatively, if so agreed by the Co-operative in general meeting, notices of general meetings may be displayed conspicuously at the registered office and in all other places of business of the Co-operative to which Members have access. Notices shall specify the date, time and place at which the meeting is to be held, and the business which is to be transacted at that meeting. A general meeting shall not transact any business other than that specified in the notices calling the meeting.
36. A notice sent to a Member's Address shall be deemed to have been duly served 48 hours after its posting. The accidental omission to send any notice to or the non-receipt of any notice by any Person entitled to receive notice shall not invalidate the proceedings at the meeting.
37. All notices shall specify the date, time and place of the meeting along with the general nature of business to be conducted and any proposed resolutions.
38. If the Co-operative has appointed an Auditor in accordance with these Rules they shall be entitled to attend general meetings of the Co-operative and to receive all notices of and communications relating to any general meeting which any Member of the Co-operative is entitled to receive. The Auditor shall be entitled to be heard at any meeting on any part of the business of the meeting which is of proper concern to an Auditor.

### **Quorum**

39. No business shall be transacted at a general meeting unless a quorum of Members is present which shall include those Members not present in person. Unless amended by Extraordinary Resolution, a quorum shall be 3 Members or 50% of the membership, whichever is the greater.

### **Chairing General Meetings**

40. The chairperson of the Co-operative, or their correctly appointed delegate, shall facilitate general meetings. If s/he is absent or unwilling to act at the time any meeting proceeds to business then the Members present shall choose one of their number to be the chairperson for that meeting.

### **Attendance and Speaking at General Meetings**

41. A Member is able to exercise the right to speak at a general meeting and is deemed to be in attendance when that person is in a position to communicate to all those attending the meeting. The Management Committee may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it including by Electronic Means. In determining attendance at a general meeting, it is immaterial whether any two or more Members attending are in the same place as each other, provided that they are able to communicate with each other.
42. The chairperson of the meeting may permit other persons who are not Members of the Co-operative to attend and speak at general meetings, without granting any voting rights.

### **Adjournment**

43. If a quorum is not present within half an hour of the time the general meeting was due to commence, or if during a meeting a quorum ceases to be present, the chairperson must adjourn the meeting. If within half an hour of the time the adjourned meeting was due to commence a quorum is not present, the Members present shall constitute a quorum.
44. The chairperson of a general meeting may adjourn the meeting whilst a quorum is present if:
- (a) The meeting consents to that adjournment; or
  - (b) It appears to the chairperson that an adjournment is necessary to protect the safety of any persons attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
45. The chairperson must adjourn the meeting if directed to do so by the meeting.
46. When adjourning a meeting the chairperson must specify the date, time and place to which it will stand adjourned or that the meeting is to continue at a date, time and place to be fixed by the Management Committee.
47. If the meeting is adjourned for 14 days or more, at least 7 Clear Days' notice of the adjourned meeting shall be given in the same manner as the notice of the original meeting.
48. No business shall be transacted at an adjourned meeting other than business which could properly have been transacted at the meeting if the adjournment had not taken place.

## **Voting**

49. In accordance with the Co-operative Principle of democratic member control, each Member shall have one vote on any question to be decided in general meeting.
50. A resolution put to the vote at a general meeting shall be decided on a show of hands unless a paper ballot is demanded in accordance with these Rules. A declaration by the chairperson that a resolution has on a show of hands been carried or lost with an entry to that effect recorded in the minutes of the general meeting shall be conclusive evidence of the result. Proportions or numbers of votes in favour for or against need not be recorded.
51. In the case of an equality of votes, whether on a show of hands or a poll, the chairperson shall not have a second or casting vote and the resolution shall be deemed to have been lost.

## **Paper Ballot**

52. A paper ballot on a Resolution may be demanded by three Members at any time before a vote is taken on a show of hands, or on the declaration of the result of the show of hands at a general meeting.
53. If a paper ballot is duly demanded it shall be taken in such a manner as the chairperson directs, provided that no Member shall have more than one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.
54. The demand for a paper ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded. The demand for a paper ballot may be withdrawn.

## **Resolutions**

55. Decisions at general meetings shall be made by passing resolutions:
  - (a) The following decisions must be made by Extraordinary Resolution:
    - (i) Decisions to expel Members;
    - (ii) Decisions to dispose of assets of the Co-operative equivalent in value to one-third of the Co-operative's last published balance sheet, as detailed in these Rules;
    - (iii) Any amendment to the Co-operative's Rules;
    - (iv) The decision to wind up the Co-operative.
  - (b) All other decisions shall be made by ordinary resolution.
56. An Extraordinary Resolution is one passed by a majority of not less than 75% of votes cast at a general meeting and an ordinary resolution is one passed by a simple majority (51%) of votes cast.



57. Resolutions may be passed at general meetings or by written resolution. A written resolution may consist of several identical Documents signed by one or more Members.

#### **MANAGEMENT COMMITTEE**

58. The Co-operative shall have a Management Committee comprising not less than three persons.
59. Only Members of the Co-operative who are aged 18 years or more may serve on the Management Committee.
60. The Management Committee shall be elected by and from the Co-operative's Members. The maximum number of persons serving on the Management Committee shall be determined by a general meeting of the Co-operative from time to time.
61. Any person intending to stand for election to the Management Committee should make themselves aware of a Director's role, duties, responsibilities and liabilities under company law – as summarised in a document from Co-operatives UK entitled "Directors of Registered Societies" which can be obtained from the Secretary.

#### **Retirement Cycle**

62. Those persons currently serving on the Management Committee shall stand down following the adoption of these Rules, but shall be eligible for re-election, provided that s/he is eligible to serve on the Management Committee. Procedures for the election and retirement of the Management Committee, unless otherwise decided by a general meeting shall be determined by the Management Committee.

#### **Co-option to the Management Committee**

63. The Management Committee may at any time fill a casual vacancy on the Management Committee by co-option. Co-opted individuals must be Members of the Co-operative and will hold office only until the next annual general meeting.

#### **Management Committee Education and Training**

64. In accordance with the Co-operative Principle of education, training and information, before accepting a position as director an individual must agree to undertake additional training during their first year of office as deemed appropriate by the Co-operative and to carry out continuing professional development necessary to ensure competence. This training will include information on the roles and responsibilities of being a director of a society which is also a co-operative.

#### **Powers and Duties of the Management Committee**

65. The business of the Co-operative shall be managed by the Management Committee who may exercise all such powers of the Co-operative as may be exercised and done by the Co-operative and as are not by statute or by these Rules required to be exercised or done by the Co-operative in general meeting.
66. All decisions made by a meeting of the Management Committee or by any person acting as a director shall remain valid even if it is later discovered that there was some

defect in the director's appointment or that the individual had previously been disqualified from acting as a director.

67. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Co-operative shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Management Committee shall from time to time direct.
68. Without prejudice to its general powers, the Management Committee may exercise all the powers of the Co-operative to borrow money and to mortgage or charge its undertaking and property or any part of it and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Co-operative or of any third party.
69. No Regulation made by the Co-operative in general meeting shall invalidate any prior act of the Management Committee which would have been valid had that Regulation not been made.
70. In accordance with the Co-operative Principles of democratic member control and member economic participation, the Management Committee shall not be entitled to sell or otherwise dispose of assets (in a single transaction or series of transactions) equivalent in value to one-third or more of the total value of the last published balance sheet of the Co-operative without the approval of the Members by Extraordinary Resolution.

### **Delegation**

71. Subject to these Rules, the Management Committee may delegate any of the powers which are conferred on them under these Rules to any Person or committee consisting of Members of the Co-operative, by such means, to such an extent, in relation to such matters and on such terms and conditions as they think fit.
72. The Management Committee may specify that any such delegation may authorise further delegation of the powers by any Person to whom they are delegated.
73. The Management Committee may revoke any delegation in whole or in part or alter any terms and conditions.

### **Sub-Committees**

74. A sub-committee to which the Management Committee delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Rules which govern the taking of decisions by Management Committee.
75. The Management Committee may make Regulations for all or any sub-committees, provided that such Regulations are not inconsistent with these Rules.
76. All acts and proceedings of any sub-committee must be fully and promptly reported to the Management Committee.



## **PROCEEDINGS OF THE MANAGEMENT COMMITTEE**

### **Calling a Meeting of the Management Committee**

77. Any director may, and the Secretary on the requisition of a director shall, call a meeting of the Management Committee by giving reasonable notice of the meeting to all directors. Notice of any meeting of the Management Committee must indicate the date, time and place of the meeting and, if the persons participating in the meeting will not be in the same place, how they will communicate with each other. The Management Committee may circulate the notices and agenda to Members in advance of its meetings.

### **Proceedings of a Meeting of the Management Committee**

78. The Management Committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
79. A director is able to exercise the right to speak at a meeting of the Management Committee and is deemed to be in attendance when that person is in a position to communicate to all those attending the meeting. The Management Committee may make whatever arrangements they consider appropriate to enable those attending a meeting of the Management Committee to exercise their rights to speak or vote at it including by Electronic Means. In determining attendance at a meeting of the Management Committee, it is immaterial whether any two or more persons attending are in the same place as each other.
80. Questions arising at any meetings of the Management Committee shall be decided by a majority of votes. In the case of an equality of votes the status quo shall be maintained and the Management Committee may choose to refer the matter to a general meeting of the Co-operative.
81. A written resolution, circulated to all directors and signed by a simple majority (51%) of directors, shall be valid and effective as if it had been passed at a Management Committee meeting duly convened and held. A written resolution may consist of several identical Documents signed by one or more members of the directors.
82. The Management Committee may, at its discretion, invite other persons to attend its meetings with or without speaking rights and without voting rights. Such attendees will not count toward the quorum.

### **Quorum**

83. The quorum necessary for the transaction of business at a meeting of the Management Committee shall be 50% of the Management Committee or 3 directors, whichever is the greater and shall include those persons not present in person.
84. If at any time the total number of directors in office is less than the quorum required, the Management Committee is unable to take any decisions other than to appoint further directors or to call a general meeting so as to enable the Members to appoint further directors.

### **Chairing Management Committee Meetings**

85. The chairperson, or their correctly appointed delegate, shall facilitate meetings of the Management Committee. If s/he is absent or unwilling to act at the time any meeting proceeds to business then the directors present shall choose one of their number to be the chairperson for that meeting.

### **Declaration of Interest**

86. A director shall declare an interest in any contract or matter in which s/he has a personal, material or financial interest, whether directly or indirectly, and shall not vote in respect of such contract or matter, provided that nothing shall prevent a director voting in respect of her/his terms and conditions of employment or any associated matter.

### **Expenses and Remuneration**

87. The Co-operative may pay any reasonable expenses which the directors properly incur in connection with their attendance at meetings or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Co-operative. Directors may also receive remuneration for enhanced responsibilities and duties undertaken as directors.. The level of remuneration shall be fixed at an Annual General meeting of the Co-operative from time to time.

### **Termination of a Director's Appointment**

88. A person ceases to be a director of the Co-operative as soon as:
- (a) That person ceases to be a Member of the Co-operative;
  - (b) That person resigns from office in Writing to the Secretary of the Co-operative, and such resignation has taken effect in accordance with its terms;
  - (c) That person is removed from office by an ordinary resolution of the Co-operative in general meeting, the notices for which specified that the question of the director's removal was to be considered;
  - (d) That person is prohibited from being a director by law;
  - (e) That person is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
  - (f) A bankruptcy order is made against that person;
  - (g) In the written opinion, given to the Society, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months.

### **OFFICERS**

89. The Members at the Annual General Meetings shall elect a Chairperson from those persons elected to the Management Committee,

90. The Management Committee shall appoint a Secretary and such other Officers as they may from time to time decide. In accordance with the 'Regulations' rule in these Rules, the Management Committee may make standing orders detailing when and under which circumstances an alternate person may carry out the duties and role of Secretary and when an alternate may be chosen to chair general and Management Committee meetings. These Officers shall have such duties and rights as may be bestowed on them by the Management Committee or by law and any Officer appointed may be removed by the Management Committee.

## **DISPUTES**

91. In the event of a dispute between the Co-operative or its Management Committee and a Member of the Co-operative or a former Member, such dispute shall be referred to an independent arbitrator whose appointment is acceptable to both parties to the dispute or in the absence of agreement to be nominated by the Secretary General of Co-operatives UK (or any role or body that succeeds to its function). The decision of such an arbitrator shall be binding. In the event that a dispute cannot, for whatever reason, be concluded by reference to an arbitrator, the matter may be referred to the county court (or in Scotland, to the sheriff). Any Person bringing a dispute must, if so required, deposit with the Co-operative a reasonable sum (not exceeding £100) to be determined by the Management Committee. The arbitrator will decide how the costs of the arbitration will be paid and what should be done with the deposit.

## **REGULATIONS**

92. The Co-operative in a general meeting, or the Management Committee, may from time to time make, adopt and amend such Regulations in the form of bye-laws, standing orders, secondary rules or otherwise as they think fit for the management, conduct and regulation of the affairs of the Co-operative and the proceedings and powers of the Management Committee and sub-committees. Such Regulations (if any) shall be made available to all Members. No Regulation shall be made which is inconsistent with these Rules or the Act. All Members of the Co-operative and the directors shall be bound by such Regulations whether or not they have received a copy of them.

## **LIABILITY OF MEMBERS**

93. The liability of a Member is limited to the amount of their shareholding.

## **APPLICATION OF PROFITS**

94. Any profits of the Co-operative shall be applied as follows in such proportions and in such manner as may be decided by the Co-operative as set out in the decision communicated at the annual general meeting:
- (a) To a general reserve for the continuation and development of the Co-operative;
  - (b) To paying distributions to Members, either equally or in accordance with some other equitable formula which recognises the relative contribution made by each Member to the business of the Co-operative;

- (c) To making payment for social, co-operative or community purposes within the community served by the Co-operative.

### **AMALGAMATION, TRANSFER OF ENGAGEMENTS AND CONVERSION**

- 95. The Society may, by special resolution passed in the way required by section 111 of the Act, amalgamate with, or transfer its engagements to another registered society subject to at least the same degree of restriction on the distribution of profits and assets as imposed on this Society by virtue of these Rules. The Society may also accept a transfer of engagements and assets by a resolution of the Management Committee or by general meeting.
- 96. The Society may, by a special resolution passed in a way required by section 113 of the Act, amalgamate with, or transfer its engagements to, or convert to a company, subject to at least the same degree of restriction on the distribution of profits and assets as imposed on this Society by virtue of these Rules.
  - (a) The Co-operative shall give to Members not less than two months' notice of the meeting;
  - (b) Notice of the meeting shall be posted in a prominent place at the registered office and at all trading premises of the Co-operative to which Members have access;
  - (c) The notice shall be accompanied by a separate statement setting out for Members:
    - (i) the reasons for the proposal;
    - (ii) whether the proposal has the support of the Management Committee of the Co-operative;
    - (iii) what alternative proposals have been considered, and whether they are viable;
    - (iv) details of the number of shares in the Co-operative held by directors, and Persons connected with them;
    - (v) a recommendation by reputable independent financial advisors that the Members should support the proposal rather than any alternative proposal.
  - (d) Where the separate statement is contained in another Document, information shall be provided in the notice specifying where Members can obtain a copy of the Document.

### **DISSOLUTION**

- 97. The Society may be dissolved:
  - (a) in accordance with section 119 of the Act by an instrument of dissolution;

- (b) in accordance with section 123 of the Act in pursuance of a winding up order or by a resolution made or passed as directed in regard to companies by the insolvency Act 1986; or
  - (c) in accordance with section 125 of the Act, after administration and administrator issues a notice to dissolve the society without prior winding-up.
98. The Co-operative is a common ownership enterprise. If on the winding up or dissolution of the Co-operative any of its assets remain to be disposed of after its liabilities are satisfied, these assets shall not be distributed among the Members, but shall be transferred to some other common ownership co-operative(s), or to Co-operatives UK (or any body that succeeds to its function). If such residual assets cannot be distributed in this manner they shall be transferred to some other organisation(s) whose purpose is to promote and support the co-operative movement and common ownership enterprises. This rule may only be amended by Extraordinary Resolution.

## **ADMINISTRATIVE ARRANGEMENTS**

### **Means of Communication**

99. A Member may provide their consent to receive communications from the Co-operative by Electronic Means.
100. A notice sent to a director's Address shall be deemed to have been duly served 48 hours after its posting. A director may agree with the Co-operative that notices or documents sent to her/him in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **Seal**

101. If the Co-operative has a seal, it shall only be used by the authority of the Management Committee acting on behalf of the Co-operative. Every instrument to which the seal shall be attached shall be signed by a director and countersigned by a second director or the Secretary.

### **Registers**

102. The Management Committee shall ensure accurate registers are maintained which shall include a register of Members, a register of directors and a register of Officers.

#### **Register of Members**

103. The Management Committee shall ensure that the register is maintained in accordance with the Act and that the particulars required by the Act are available for inspection and accessible without the need to disclose other particulars contained in the register.

#### **Register of Directors and Officers**

104. The Co-operative shall maintain a register of directors and Officers which shall include the following particulars:

- (a) Name of the director;
- (b) Address of the director;
- (c) The date on which they assumed office;
- (d) The date on which they vacated office; and
- (e) The position held by a director if s/he is also an Officer and the date on which the director assumed and vacated his/her Officer position.

### **Amendments to Rules**

105. Any of these Rules may be rescinded or amended or a new rule made by an Extraordinary Resolution at a general meeting of which 7 Clear Days' notice has been given, such notice to include details of the change(s) to be proposed at that meeting. No amendment of Rules is valid until registered by the Registrar. When submitting the rule amendments for registration the Secretary and Management Committee may at their sole discretion accept any alterations required or suggested by the Registrar without reference back to a further general meeting of the Co-operative.

### **Copies of the Co-operative's Rules**

106. A copy of these Rules and any amendments made to them shall be given free of charge to every Member upon admission to Membership and shall be provided to any other Person on demand and on payment of the statutory fee chargeable for the time being in force.

### **Minutes**

107. The Co-operative shall ensure that minutes are kept of all:
- (a) Proceedings at general meetings of the Co-operative; and
  - (b) Proceedings at meetings of the Management Committee and its sub-committees which include names of the directors present, decisions made and the reasons for those decisions.

### **Annual Return**

108. Every year and within the period prescribed by the Act, the Secretary shall send the annual return in the prescribed form to the Registrar. The annual return shall be accompanied by:
- (a) A copy of the Auditor's report on the Co-operative's accounts for the period covered by the annual return or a copy of such other report (if any) as is required by statute for such a period; and
  - (b) A copy of each balance sheet made during that period and report of the Auditor or other appropriate person as required by statute on that balance sheet.
109. The Co-operative shall on demand supply free of charge to any Member or any person with an interest in the funds of the Co-operative a copy of the latest annual



return together with a copy of the Auditor's report on the accounts and balance sheet contained in the annual return and the Auditor's report (if any).

110. The Co-operative shall at all times keep a copy of the latest balance sheet of the Co-operative together with a copy of the corresponding Auditor's report (if any) hung up in a conspicuous place at the registered office.

### **Audit**

111. Unless the Society meets the criteria set out in section 83(2) of the Act or may disapply the audit requirement in accordance with section 84 of the Act, the Management Committee shall in each financial year appoint an Auditor as required by section 83(1) of the Act, to audit the Society's accounts and balance sheet for the year.
112. The following persons shall not be appointed as Auditor of the Co-operative:
- (a) An Officer or Employee of the Co-operative;
  - (b) A person who is a partner or employee of, or who employs, an Officer of the Co-operative.
113. The Management Committee may appoint an Auditor to fill a casual vacancy occurring between general meetings.
114. An Auditor for the preceding financial year shall be re-appointed as Auditor of the Co-operative for the current financial year unless:
- (a) A decision has been made by the Management Committee to appoint a different Auditor or expressly decided that s/he shall not be re-appointed; or
  - (b) S/he has given notice in writing to the Secretary of her/his unwillingness to be re-appointed; or
  - (c) S/he is ineligible for appointment as Auditor of the Co-operative for the current financial year; or
  - (d) S/he has ceased to act as Auditor of the Co-operative by reason of incapacity.
115. Any ordinary resolution of a general meeting of the Co-operative either to remove an Auditor from office or to appoint another person as Auditor shall not be effective unless notice of the proposed resolution has been given to the Co-operative at least 28 days prior to the meeting at which the resolution is to be considered. At least 7 days' notice of such resolution must then be given to Members of the Co-operative in the manner prescribed in these Rules and in Writing to the Auditor(s).

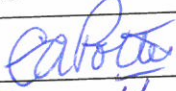
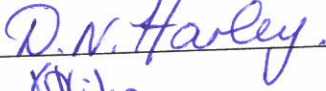

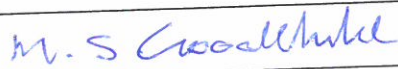
### **Social Accounting and Reporting**

116. In addition to any financial accounts required by the Act, the Members may resolve to undertake an account of the activities of the Co-operative which will endeavour to measure its co-operative, social and environmental performance using whatever methodology the Members deem appropriate. Following the completion of such an

account the Co-operative shall report any findings to its Members and other stakeholders.

### Indemnity and Insurance

117. Subject to the following rule, any directors or former director of the Co-operative may be indemnified out of the Co-operative's assets against:
- Any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Co-operative;
  - Any liability incurred by that director in connection with the activities of the Co-operative in its capacity as a trustee of an occupational pension scheme;
  - Any other liability incurred by that director as an Officer of the Co-operative.
118. The above rule does not authorise any indemnity which would be prohibited or rendered void by any provision of law.
119. The Management Committee may decide to purchase and maintain insurance, at the expense of the Co-operative, for the benefit of any director or former director of the Co-operative in respect of any loss or liability which has been or may be incurred by such a director in connection with their duties or powers in relation to the Co-operative or any pension fund or employees' share scheme of the Co-operative.

Signatures of Members		Full Names of Members in BLOCK CAPITALS (no initials)	
1.		EDMUND ALAN POTTER	
2.		DEBRA NICOLA HARLEY	
3.		KARL DAVID KÜHN	
4.			
Signature of Secretary		Full Name of Secretary in BLOCK CAPITALS (no initials)	
1.		MARTIN SCOTT GOODCHILD.	





## Mutual Societies Application Form

Amendment of rules for a society or credit union

### Full name of society or credit union:

Delta-T Devices Limited

### Important information you should read before completing this form

This form should be used to register a rule amendment by societies registered under:

- Co-operative and Community Benefit Societies Act 2014 (including credit unions)
- Friendly Societies Act 1974 (unless a branch of a friendly society)

This form should not be used by building societies or societies registered under the Friendly Societies Act 1992.

Please note:

- we have an information note that may assist you in completing this application.
- any personal details you give on the form will be placed on the society's file.
- it is important you give accurate and complete information and disclose all relevant information. If you do not, it may take us longer to assess your application.

Please keep a copy of the form and the supporting documents for future reference.

### Terms in this form

'FCA' 'PRA', 'us' and 'we' refer to the Financial Conduct Authority or Prudential Regulation Authority.

'You' refers to the person signing the form on behalf of the society or credit union.

'The 2014 Act' refers to the Co-operative and Community Benefit Societies Act 2014



## Mutual Societies Application Form

### Amendment of rules for a society or credit union

#### Filling in the form

**1** If you are using your computer to complete the form:

- use the TAB key to move from question to question and press SHIFT TAB to move back to the previous question; and
- print out the completed form and arrange for it to be signed by all relevant individuals.

**2** If you are filling in the form by hand:

- use black ink;
- write clearly; and
- arrange for it to be signed and dated by all relevant individuals.

**3** If you make a mistake, cross it out and initial the changes; do not use correction fluid.

**4** If you:

- leave a question blank;
- do not get the form signed; or
- do not attach the required supporting information

without telling us why, we will treat the application as incomplete. This will increase the time taken to assess your application.

**5** If there is not enough space on the form, you may use separate sheets of paper. Clearly mark each separate sheet of paper with the relevant question number. Any separate sheets should be signed by the signatories to the form.

**6** Email a scanned copy of the signed form and supporting documents to

**[mutual.societies@fca.org.uk](mailto:mutual.societies@fca.org.uk)**

or

send it by post to:

Mutuals Team  
Financial Conduct Authority  
25 The North Colonnade  
Canary Wharf  
LONDON  
E14 5HS

# 1

## Details of rule changes

### Society details

#### 1.1 Society or credit union details

Register number	22804R
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### Proposed changes – Partial or complete?

#### 1.2 Are you applying for a partial or complete amendment of rules?

- ☐ Partial      ▶ Continue to question 1.3  
☒ Complete      ▶ Continue to question 1.5

### Partial amendment of rules

#### 1.3 You must attach the following:

- **Two** printed copies of the amendment of rules, set out as per Annex A (see Notes),
  - each signed by three members and the secretary of the society or credit union (four signatures in total)
  - with one set of rules marked 'X'
- A printed copy of the existing set of rules showing tracked changes.

☒ Attached

#### 1.4 Is your society either:

- a registered society under the 2014 Act, or
- a credit union amending its membership qualification?

☒ Yes ▶ Please confirm that you have completed the relevant appendix:

Registered society	▶ Appendix 1 Part 1	<input checked="" type="checkbox"/> Completed
Credit union	▶ Appendix 2 parts 2&3	<input type="checkbox"/> Completed

☐ No ▶ Continue to question 1.8.

**Continue to question 1.8.**

**Complete amendment of rules****1.5 Please confirm that you have completed the relevant appendix:**

Registered society	▶ Appendix 1 Parts 1 & 2	<input checked="" type="checkbox"/> Completed
Credit union	▶ Appendix 2	<input type="checkbox"/> Completed
Friendly society	▶ Appendix 3	<input type="checkbox"/> Completed

**1.6 You must attach the following:**

- **Two** printed copies of the amendment of rules, set out as per Annex A (see Notes),
  - each signed by three members and the secretary of the society or credit union (four signatures in total)
  - with one set of rules marked 'X'

☒ Attached**1.7 Have you used model rules provided by a sponsoring body?**☒ No ▶ Continue to question 1.8.☐ Yes ▶ Enter the name of the model being used and the name of the sponsoring or trade body who provided the model.**Continue to question 1.8.****Signature****1.8 The secretary of the society or credit union must sign and date below**

Signature	<i>M.S. Crookshank</i>
Contact telephone	01638 742922
Date	25 November 2015

**Continue to section 2.**

# 2 Statutory declaration

## 2.1 An Officer of the society or credit union must sign below

I,

Name	Christopher Nicholl
Of	16 North Street Burwell Cambridgeshire
Postcode	CB25 0BA
Signature	<i>Chris Nicholl</i>
Position	Director & Chair of the Management Committee
Date	08 December 2015

do solemnly and sincerely declare that the amendment of the rules of the said society or credit union, a copy of which is attached marked 'X', has been duly made by the society or credit union in the manner provided in its rules for the making, altering or rescinding of rules.

I make this solemn declaration conscientiously believing it to be true, and by virtue of the provisions of the Statutory Declarations Act 1835.

### Declared before:

- ☒ a solicitor; or  
☐ a commissioner for oaths; or  
☐ notary public; or  
☐ justice of the peace.

Name	<i>RACHEL CONN</i>
Declared at	<i>The Maltings, High Street Burwell CB25 0HB.</i>
Signature	<i>R. Conn</i>
Date	<i>8.12.2015,</i>

RACHEL CONN & CO  
 THE MALTINGS  
 HIGH STREET  
 BURWELL  
 CAMBRIDGESHIRE  
 CB25 0HB

End of form

# 1

## Appendix 1 – Part 1

All societies registered under the Co-operative and Community Benefit Societies Act 2014 (2014 Act) must complete Part 1.

### 1.1 What business, industry or trade does the society carry out?

Manufacturing or selling scientific and technical products. Providing the service of consultancy on scientific and ecological matters.  
Manufacturing or selling or hiring whether as wholesalers, retailers, agents or otherwise, such goods (or providing such service) as may be determined by general meeting.

### 1.2 Which condition of registration is the society meeting?

- ☒ **bona fide co-operative** society (go to question 1.3)
- ☐ conducts business for the **benefit of the community** (go to question 1.8)

### Bona fide co-operative

### 1.3 How do members benefit from the business industry or trade of the society?

Members (who are all employees) gain many rewards of membership. These are unlike most regular commercial organisations and include but are not limited to:

1. Sharing in the profits of the business.
2. Collaborative and consultative working in all areas of the business.
3. Involvement in determining levels and patterns of employee pay.
4. Having a say on how the business is run and what it does.
5. Being consulted about potential new employees/members.

### 1.4 Is membership of the society required to obtain the benefits offered by it?

- ☒ Yes
- ☐ No

### 1.5 In what way do members participate in an ongoing basis in the society's primary business?

Members (employees) are actively involved in all aspects of the business. The members/employees work within frameworks that are developed by management, but ultimately agreed and proposed by the wider membership following consultation. Members contribute to the overall success of the business and determine what markets, customers and suppliers the business will deal with, how it will be governed (rules, elected Management Committee, key business decisions) and how this is to be achieved.



**1.6 How do members democratically control the society?**

Members are actively encouraged to participate in all aspects of the business as far as practical. This includes, but is not limited to:

1. Attendance at and engagement in all general meetings of the co-op.
2. Standing for election to the Management Committee (Board of directors).
3. Volunteering for involvement in non departmental/cross company special interest groups such as the Environment group and Co-op group.

When necessary, voting is based on one member, one vote.

**1.7 How does the society use any surplus/profit?**

If the society distributes the surplus/profit to members please explain how this is to be done.

Surplus/profit is allocated in three ways in accordance with rule 94:

1. A proportion may be distributed amongst members in an equitable manner.
2. A proportion may be used for social, co-operative or community purposes.
3. The balance is retained within the business for development and support of the co-op.

**Benefit of the community****1.8 Who are the community the society benefits?****1.9 How does the society benefit that community?****1.10 How does the society use any surplus/profit?**

**Complete the next page if applying for a complete rule amendment**

## 1

## Appendix 1 – Part 2

This part of this appendix must only be completed by societies registered under the 2014 Act applying for a complete amendment of rules.

## 2.1 Please complete the table below

Matters to be provided for	Rule number(s)
The society's name	1
The objects of the society	5
The place of the society's registered office, to which all communications and notices may be addressed	2
The terms of admission of the members, including any society or company investing funds in the society under the provision of the 2014 Act.	15-18
The method of holding meetings, the scale and right of voting, and the method of making, altering or rescinding rules.	28-57, 105
The appointment and removal of a committee, (by the name of * Management Committee ) and of managers or other officers, and their respective powers and remuneration.	58-76, 87-90
The maximum amount of interest in the shares of the society which may be held by any member otherwise than by virtue of section 24(2) 2014 Act.	27
Whether the society may contract loans or receive moneys on deposit subject to the provisions of the 2014 Act from members or others; and, if so, under what conditions, under what security, and to what limits of amount.	8-12
Whether any or all shares are transferable, and provision for the form of transfer and registration of the shares, and for the consent of the committee to transfer or registration. Whether any or all shares are withdrawable, and provision for the method of withdrawal, and the payment of the balance due thereon on withdrawing from the society.	27
Provision for the audit of accounts in accordance with Part 7 of the 2014 Act.	111-115
Whether members may withdraw from the society, and if so, how, and provision for the claims of the representatives of deceased members or the trustees of the property of bankrupt members )or, in Scotland, members whose estate has been sequestrated) and for the payment of nominees.	22-26
The way in which the society's profits are to be applied.	94
If the society is to have a common seal, provision for its custody and use.	101
Whether any part of the society's funds may be invested, and if so by what authority and in what way.	14



**End of Appendix**