

Terms and conditions of The Co-operative Membership card scheme

This separate set of rules have been produced relating the The Co-operative Membership card scheme and should be read in addition to the registered Rules of Southern Co-operatives Limited, which are full and binding. Southern Co-operatives Limited is the registered name of The Southern Co-operative.

1. Applications for membership

- 1.1 Applications for membership
- 1.2 Membership card details
- 1.3 Ownership of card
- 1.4 Changing personal details
- 1.5 Card usage

2. Earning Points

- 2.1 Earning points
- 2.2 Registering points on previous purchases
- 2.3 Affinity Scheme - Earning points
- 2.4 Businesses and Products excluded from the scheme
- 2.5 Earning points through democratic activity
- 2.6 Refund or return of goods

3. Payment calculation

- 3.1 Payment Calculation
- 3.2 Affinity Scheme - Payment Calculation

4. Receiving your payment

- 4.1 Receiving your payment
- 4.2 Charitable Donations

5. Spending Dividend Vouchers

- 5.1 Spending Share of the Profits vouchers
- 5.2 Lost or Stolen card or vouchers
- 5.3 Power of Attorney
- 5.4 Voucher Mailing - Terms and Conditions

6. Share Account

- 6.1 Share Account

7. Cancelling your membership

- 7.1 How to cancel your membership
- 7.2 If we cancel your membership
- 7.3 Death of a member
- 7.4 Bankruptcy of a member
- 7.5 Repayment of the Share of the Profits

8. Assignment of Conversion Benefits

- 8.1 Assignment of Conversion Benefits

9. Data Protection

- 9.1 Data Protection

10. Code of Practice

- 10.1 Code of Practice

11. Appendices

11.1 Appendix 1 - Exclusions from the Scheme

1. Applications for membership

1.1 Applications for membership

We welcome applications from customers who share our values, live in the UK and who are aged 16 years or over. As a member you are required to hold and retain at least one £1 share fully paid in The Southern Co-operative, paid for as a £1 deposit taken as part of your application. The £1 will be redeemed from any subsequent Share of the Profits payment due. The Board and the Society has the power to refuse any application for membership without assigning any reason.

You can apply on-line at www.thesouthernco-operative.co.uk or via an application form which you can pick up in store/branch.

1.2 Membership card details

As an individual member of The Southern Co-operative you will receive a Co-operative Membership card.

1.3 Ownership of the card

The Co-operative Membership card is issued by and remains the property of The Southern Co-operative, who may withdraw the card at any time. Your card is evidence of your membership and you may be required to produce this in certain circumstances.

The membership card is not a credit card, cheque guarantee card, debit card or a savings account card.

1.4 Change in Personal details

As a member it is your responsibility to inform us if your details change such as your name or address, should this be the case please contact us via email, post or phone the freephone Member Helpline* so we can update your details, this will ensure we are able to send you your Share of the Profits payments and other communications. Please quote your membership card number, or name and postcode to help the call centre advisor to find your record.

1.5 Card Usage

The Co-operative Membership card can only be used for the benefit of the member named on the front of the card and when that person has signed the back of the card. For Power of Attorney see 5.3.

You may not transfer any of your rights or duties under the scheme.

The card cannot be used by anyone other than the member as evidence of a right to exercise democratic rights save to the extent that this may be permissible under the rules.

2. Earning points

2.1 Earning points

To earn points you must present your card at the beginning of a transaction at a participating outlet. If you make purchases online or over the telephone you must quote your card number to earn points.

Share of the Profits points will be awarded in other circumstances at the discretion of the Society.

Points are only applicable on actual spend, after any applicable discounts.

The following standards apply for points earned per pound spent in participating branches owned by The Southern Co-operative.

There is no minimum spend before points can be earned.

Food Retail

100 points for every £1 spent

Co-operative Funeral Services

100 points for every £1 spent

Member Involvement

Graduated according to type of involvement

There are a number of exceptions to the above and these can be found by visiting the members' website at www.thesouthernco-operative.co.uk or in the business specific appendices at the end of this document.

You will also qualify for special offers regarding member points advertised from time to time in store, TV, promotional leaflets and other forms of media.

2.2 Registering points on previous purchases

If you are unable to produce your Co-operative Membership card at the time of purchase you can still register your purchase and claim points using the procedure set out below. We will only accept purchases made within the current financial year, and during the period of time in which you were a member:

- Co-operative Food - obtain a supervisor signature on your receipt at the time of purchase. Send your signed receipt and your card number to Member Support at The Southern Co-operative, 1000 Lakeside, Western Road, Portsmouth, Hants, PO6 3FE. and your points will be credited.
- Co-operative Funeral Services - If a client is not in possession of a membership number at the time of arrangement the client can ask the Funeral home to contact the help line to obtain and verify the members' details.

2.3 Affinity Scheme - Points are earned

Notice for Members of The Southern Co-operative

As part of the reciprocal agreement with the UK Co-operative movement, your card will be accepted wherever you see the Co-operative Membership sign in the window of a Co-op business.

To earn points you must present your card at the beginning of a transaction at a participating outlet. If you make purchases online or over the telephone you must quote your card number to earn points.

The points you receive from shopping in a different society may not necessarily be at the same rate as that which your Society is currently offering you. Each Society in the Affinity Scheme has the right to set their points value for different services at what ever rate is agreed by their members. Points at the appropriate rate of the Co-operative owning the store in which the purchase was made will be added to your Southern Co-operatives Ltd annual total and will be separately identified.

2.4 Businesses and Products excluded from the scheme

You will not earn points for purchases at the following outlets operated by The Southern Co-operative:

- Post Offices (other purchases from stores with a Post Office are valid)
- Franchise Welcome/Alldays Stores – not displaying the Co-operative Membership sign
- Co-operative Xest and co-op Xest Electrical.com

In addition there are a number of products and services that unfortunately we are not able to offer points on. For a full list of products that you can and cannot earn points on please refer to the business specific appendices at the end of this document.

2.5 Earning Points through Member activities

There may be times when you can also earn points for taking part in certain Member activities and events run by The Southern Co-operative. This is at the discretion of the Society and we will communicate these opportunities at the time of publication of the activity.

2.6 Refund or return of goods

If you purchase goods from us or any other Society participating in the Affinity Scheme and return them for a refund (or if you cancel/amend a holiday booking) we/they may remove/amend any points you have earned from your card. This will not apply where this is as a result of a valid complaint.

3. Payment Calculation

3.1 Payment Calculation

At a specific point during the year, as determined by the Board of Directors of the Society, the points you have earned during the qualifying period will be converted to a cash value at a rate determined by the Board. The total cash value of all the points earned by all members is approved by members as a distribution of the profit for the year. Vouchers for the cash amount earned in pounds by an individual member based on their points total rounded down

to the nearest pound, and redeemable against purchases in The Southern Co-operative branches will then be sent to members.

All odd pence earned will be donated to an annual community charity.

3.2 Affinity Scheme - Payment Calculation

Notice for Members of The Southern Co-operative

As part of the Affinity Scheme with the UK movement, any points earned with other Societies will be declared with their dividend once a year, and then we will claim from the other societies the value of the points earned by members at the other Societies sites. The value can then be added to our next distribution.

4. Receiving your payment

4.1 Receiving your payment

We will pay your Share of the Profits if the value of the points you have earned is greater than the minimum limit for payment. If the value of the points you have earned is less than the minimum limit for payment we will roll this amount over as a balance carried forward and add it to the points you earn in the next trading period. If you are a new member any Share of the Profits equal to or less than £1 will be reclaimed towards your initial £1 share investment. Your Share of the Profits is greater than the minimum limit for payment you will be paid in whole pounds as vouchers. Any pence amounts will be donated to the annual charity. You can opt to have your entire Share of the Profits donated to the annual charity if you so wish. This facility can be set up by phoning the Membership Helpline on freephone 0800 65 20 124*.

4.2 Charitable donations

If you have instructed us we will pay 100% of your Share of the Profits to the annual charity of the year chosen by the membership.

Any donations to the annual charity will be 100%, paid in pounds and pence. These payments will be made directly to the charity by The Southern Co-operative.

A member may donate their Share of the Profits vouchers to the annual charity of the year by sending them in with a covering note to; Member Support, The Southern Co-operative, 1000 Lakeside, Western Road, Portsmouth, Hants, PO6 3FE.

5. Spending Share of the Profits vouchers

5.1 Spending Share of the Profits vouchers

The vouchers can be spent at any outlets operated by The Southern Co-operative, and in all outlets operated by other co-operative societies that participate in the affinity scheme.

You must present a valid active membership card when you spend your vouchers.

5.2 Lost or Stolen cards or vouchers

If your card is lost, stolen or damaged, replacement cards are available by calling the Membership Helpline on freephone 0800 65 20 124*, or writing to us at Member Support, The Southern Co-operative, 1000 Lakeside, Western Road, Portsmouth, Hants, PO6 3FE; or via email at membersupport@southerncoops.co.uk. However, production of a replacement card may take up to 14 days.

We will not be able to replace lost or stolen vouchers.

We may give the appropriate authorities any information considered important about the loss or theft of a card or voucher.

5.3 Power of Attorney

If you are no longer able to look after your own affairs you can appoint a power of attorney to operate your card. The power of attorney will be able to request to receive any outstanding Share of the Profits to be paid to you but they will not have any other power such as voting or participating in any democratic activity.

5.4 Voucher Mailing - Terms and Conditions

Full Terms and Conditions relating to voucher use can be found included in the Share of the Profits payout mailing that accompanies each voucher mailing.

6. Share Account

6.1 We pay interest at 0.5 percent on share accounts over £100

7. Cancelling your membership

7.1 How to cancel your membership

For information on cancelling your membership please call 0800 65 20 124*. Any request for cancellation should be made in writing to us at Member Support, The Southern Co-operative, 1000 Lakeside, Western Road, Portsmouth, Hants, PO6 3FE.

7.2 If we cancel your membership

We value your membership. However, as a consumer co-operative, we reserve the right to cancel this membership. This can be done when you have not, within the immediately preceding period of three years either:-

- (i) Maintained a share balance in excess of £100 throughout that period, or
- (ii) Made purchases from or traded with the Society, or
- (iii) Subscribed to the share capital of or invested with the Society, or
- (iv) Taken part in the business of the Society by having attended a members' meeting.

We will write to you at your last known address and give you two months notice of any intention to cancel, during which time you may provide evidence of purchases or other interaction with us (to be determined by us from time to time) and we will reconsider our decision to cancel.

7.3 Death of a Member

In the event of us being advised of the death of a member, all points will be calculated at the rate of the last Share of the Profits payment, converted into money and transferred into the deceased's share account and form part of their estate.

7.4 Bankruptcy of a Member

A trustee in the bankruptcy of a member may apply to us for repayment of your share account.

7.5 Repayment of the Share of the Profits

In the event of your membership being cancelled for any reason the points balance will be surrendered and no vouchers issued.

8. Assignment of Conversion Benefits

8.1 Assignment of Conversion Benefits

In confirmation of their support to the values and principles of the co-operative movement all new members are required to enter into an agreement to assign any conversion benefits to which they may become entitled as a member or former member to a Trustee acting for a registered charity or charities, established for the benefit of the community in the trading area of the Society, as the Directors of the Society shall determine.

The Society will hold any such conversion benefits and the contractual rights arising under such agreements on trust for the Trustee.

'Conversion benefits' for the purpose of the aforementioned agreement means any distribution of cash or transferable shares (including any bonus issue or conversion of existing share) or other benefit having a monetary value (save for a members' entitlement to repayment of any sums paid by them to the Society as the nominal value of their shares and the repayment of any sums loaned to or deposited by them with the Society together with any accrued interest thereon) arising under or in connection with or as a consequence of (whether immediately or at some future date or dates) any conversion of the Society into, or amalgamation of the Society with or transfer of engagements to, a company incorporated under the Companies Acts or any other Co-operative society or societies one or more of which societies is not a member of the Co-operativesUK Limited, under the Industrial and Provident Societies Act 1965 or any re-enactment therefore provided always that nothing in this definition shall be construed as extending to the purported exclusion or limitation of their inalienable statutory rights as a member of this or such other societies.

9. Data Protection

9.1 Data Protection

We take our responsibilities for data protection seriously. Our policy on Data Protection is as follows:

The information on you will be held and used by Southern Co-operatives Limited in accordance with the provisions of the Data Protection Act and the Society's Data Protection Policy, for the purposes of administration, record keeping and accounting, legal compliance, analysis and marketing. Although we may transfer information to our subsidiaries and other co-operative and associated organisations, The Southern Co-operative will never sell any

personal data to third parties for marketing purposes. In order to provide our products and services and in the course of our business, we may need to pass information on to our advisors, agents and sub-contractors or appoint other organisations to carry out some of the processing activities on our behalf, such as mailing houses. In these circumstances, we will ensure that your information is properly protected and used in accordance with this policy. We may also disclose information to the investigating authorities such as the police, and HM Revenue and Customs, or if required to do so by law.

If you have any questions regarding our Data Protection Policy please address them to:
The Society Secretary, The Southern Co-operative, 1000 Lakeside, Western Road,
Portsmouth, Hants, PO6 3FE.

From time to time we would like to keep you up-to-date on The Southern Co-operative group of businesses, and send you by post or e-mail our membership news, let you know about our latest products and offers or send you our newsletters, offers and catalogues. By submitting your membership application, you will be agreeing to receiving such communications.

If, at any time, you no longer wish to receive details of events, offers and promotions from the Society you may opt out at any time by writing to us at Member Support, The Southern Co-operative, 1000 Lakeside, Western Road, Portsmouth, Hants, PO6 3FE.

10. Code of Practice

10.1 Code of Practice

This Society abides by a Code of Practice which requires it to provide a statement to its shareholders of the nature of their investment and any change affecting it. The position you occupy as a shareholder of Southern Co-operatives Limited is no different from that of a shareholder in any other corporate body in the sense that, if Southern Co-operatives Limited fails, you may not have all, or any of your investment returned to you.

Subject to the Society's Rules, your subscription is withdrawable without penalty.

The Society unlike banks and building societies, is not subject to prudential supervision by the Financial Services Authority.

11. Appendices

11.1 Appendix 1 - Exclusions from the Scheme

The Southern Co-operative Food Stores

Transactions excluded from the Scheme:

- Purchase of online Lottery and Instants
- Tobacco, Cigarettes & Cigar purchases
- Purchases of Savings Stamps
- Purchases of Gift vouchers or cards
- Purchases using promotional vouchers
- Purchases from Post Offices
- Purchases from PayPoint & Paystation
- Baby milk
- Stamps
- Milk Tokens and vouchers
- Fuel
- Phone cards / top ups
- In-store concessions
- Any services provided by a third party company
- Cash back transactions

The Southern Co-operative Florists

- On-line Florist

The Southern Co-operative Funeralcare

Transactions excluded from the Scheme:

- Disbursements on funeral arrangements (e.g. Doctors fees, Ministers Fees)

Co-operative Xest and co-op Xest Electrical.com

***Membership Helpline: freephone 0800 65 20 124 - Lines are open 9am-5pm, Monday-Friday.**