

*This page for information only*

---

**GUIDE TO NOTICE AND RESOLUTION TO TRANSFER THE ASSETS AND  
UNDERTAKING OF AN UNINCORPORATED  
RUGBY FOOTBALL CLUB TO THE NEW COMPANY**  
As prepared by Farrer & Co for The Rugby Football Union  
May 2006

---

FARRER & CO  
66 Lincoln's Inn Fields  
London WC2A 3LH

**FLEETWOOD RUGBY UNION FOOTBALL CLUB**

Notice is hereby given that a Special General Meeting of the members of the above-named Club will be held at Melbourne Avenue, Fleetwood on 11<sup>th</sup> August 2010 at 8-00 pm.

AGENDA

1. Apologies for absence
2. Consideration of and, if thought fit, passing the enclosed Resolution to transfer the assets and undertaking to Fleetwood Rugby Union Football Club Limited.

Dated 28<sup>th</sup> July 2010

.....  
By order of the Committee  
Secretary

## RESOLUTION

- of -

### FLEETWOOD RUGBY UNION FOOTBALL CLUB (“the Club”)

IT WAS RESOLVED that:

1. the Club delete current Rule 29 of the Constitution and substitute therefor with immediate effect as Rule 29 the following rule:

#### **Distribution of Assets by way of Reconstruction**

A proposal that the Club distribute its assets by way of a scheme of reconstruction to a limited company with similar objects to the Club and then dissolve, shall be passed if supported by two thirds or more of those members present and voting at a special general meeting."

2. pursuant to new rule 29, subject to obtaining the necessary tax clearances, the Club would convey, transfer, assign and/or deliver with effect from 31 October 2010 ("the Effective Date") to Fleetwood Rugby Union Football Club Limited ("the Company") and the Company would acquire and take over:
  - (a) all office equipment, vehicles, stationery, books, publications and other stocks, furniture, fixtures and fittings of the Club;
  - (b) the leasehold premises described in Schedule 1 hereto ("the Premises");
  - (c) the benefit of the contracts listed in Schedule 2 hereto together with all other subsisting contracts, commitments, engagements, orders and covenants including the right of the Company to novate the same (subject to the consent of the other parties thereto) and including all book debts due and owing to the Club;

- (d) the cash in hand and at banks and investments in the name of or held on behalf of the Club (including but not limited to the investments listed at Schedule 3 hereto);
  - (e) the benefit of any policies of insurance existing up to the Effective Date covering any liabilities of the Club taken out by the Club and of any claims pending thereunder;
  - (f) all intellectual property rights together with the benefit and subject to any contracts with third parties for the exploitation thereof; and
  - (g) all other (if any) assets liabilities and undertakings including the goodwill of the Club;
3. the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply and accordingly the contracts of employment of all persons listed in Schedule 4 hereto currently employed by the Club ("the Employees") will be transferred to the Company with effect from the Effective Date;
4. the Club shall give notice of the transfer of the assets and undertaking contemplated by this Agreement to each Employee on or before the Effective Date;
5. completion of the transfer of assets and undertaking shall take place on the Effective Date or at such later date as the Club and the Company may agree whereupon the Club shall:
- (a) cause to be delivered to the Company all the assets hereby agreed to be transferred which are capable of passing by delivery and a duly executed assignment of all the other assets to be transferred hereby not capable of passing by delivery;
  - (b) cause to be delivered to the Company a duly executed conveyance, transfer or assignment (in terms mutually agreed) vesting title to the Premises in the

Company together with all deeds and documents relating to the title of the Association to the Premises and shall give full vacant possession of the Premises to the Company; and

(c) cause to be delivered to the company duly executed stock transfer forms in respect of any investments listed in Schedule 3 hereto which are held in the name of the Association.

6. in cases where the Club has entered into agreements or contracts with third parties on terms whereby the purported assignment or novation thereof would be a breach of or otherwise cause or entitle such third parties to terminate such agreements or contracts, the Club shall use its best endeavours to obtain the agreement of such third parties to such assignment or novation, and if that agreement is not obtained, then such agreements or contracts shall not be or be deemed to have been so assigned or novated and the same shall continue and subsist in the name of the Club but on the basis that:

(a) the Club shall not incur any liability thereby;

(b) the obligations of the Club under such contract shall be performed by the Company in accordance with their respective terms;

(c) in consideration of such performance, the Club shall direct or procure that all payments due to it under such contracts in respect of work carried out by the Company after the Effective Date shall be paid to the Company; and

(d) the Club shall on behalf of the Company take such action and enforce all claims arising under such agreements or contracts against such third parties upon receiving the written request of the Company so to do together with an indemnity from it in terms reasonably satisfactory to the Club against all costs claims or losses arising or to be incurred by the Club in respect thereof;

7. the Club will warrant that with regard to the property and assets herein agreed to be transferred, all documents of title shall on being requested be produced to the

Company and insofar as the title to any of the property or assets is as a result of such inspection found not to be properly vested in the Club the Club shall procure the execution of all such other documents and do or procure the doing of all such other things as may be necessary to vest the same in the Company;

8. the assets transferred in accordance with this Resolution are being transferred in their present state and no warranty, condition, term or representation, express or implied, statutory or otherwise, as to the condition, quality, accuracy, performance, merchantability or fitness for intended purpose of the said assets or the existence or extent of any third party rights or claims in relation thereto is given or assumed by the Club and all such warranties, conditions, terms and representations are excluded to the fullest extent permitted by law;
9. the Club shall take all necessary steps and co-operate fully with the Company to ensure that it obtains the full benefit of the assets and undertaking of the Club and shall execute such documents and take such other steps (or procure other necessary parties so to do) as are reasonably necessary or appropriate for vesting in the Company all their rights and interests in such assets and undertaking; and
10. on completion of the transfer of the assets and undertaking to the Company, the Club would thereupon dissolve.

.....  
Chairman

**SCHEDULE 1**

**The Premises**



**SCHEDULE 2**

**The Contracts**

<b>Parties</b>	<b>Type of Contract</b>	<b>Contract Started</b>	<b>Contract Ends</b>
----------------	-------------------------	-------------------------	----------------------

**SCHEDULE 3**

**The Investments/Trusts**

**SCHEDULE 4**

**The Employees**