

DATED

2026

- (1) **HAYLING ISLAND SAILING CLUB**
(an unincorporated association)
- (2) **HAYLING ISLAND SAILING CLUB LTD**
(a company limited by guarantee)
- (3) **TIMOTHY JOHN HANCOCK, RODNEY
PAUL CARR, MICHAEL JOHN MASSEY**
(as trustees of the unincorporated
association)

TRANSFER AGREEMENT

Lester Aldridge LLP
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Ref: LWC.HAY07086.1

THIS AGREEMENT is made on

2026

BETWEEN:-

- (1) **ASSOCIATION** : the unincorporated association known as Hayling Island Sailing Club governed by rules adopted on 19 October 2025 whose address is at Hayling Island Sailing Club, Sandy Point, Hayling Island, Hampshire, United Kingdom, PO11 9SL
- (2) **COMPANY** : Hayling Island Sailing Club Ltd a company limited by guarantee registered incorporated and registered in England and Wales with company number 16464456 whose registered office is also at Hayling Island Sailing Club, Sandy Point, Hayling Island, Hampshire, United Kingdom, PO11 9SL
- (3) **TRUSTEES** : the property holding trustees appointed by the Association being
(1) Timothy John Hancock of [ADDRESS] ,
(2) Rodney Paul Carr of [ADDRESS]
(3) Michael John Massey of [ADDRESS] ; and

BACKGROUND

- 0.1 The Association is a club established as an unincorporated association which provides facilities for and promotes the sport of sailing, promoting excellence in racing under sail.
- 0.2 The General Committee has concluded that it would be in the best interests of the Association if its activities were carried on through a limited company.
- 0.3 The Company was incorporated on 22 May 2025 as a dormant company with the model articles of association for a private company limited by guarantee.
- 0.4 At a general meeting of the Association held on 26 April 2026, the members of the Association passed by a two-thirds majority a resolution to distribute and transfer the whole of its assets to the Company as part of a scheme of reconstruction and thereafter to wind up the Association, with an effective date for the transfer to be approved by the General Committee of the Association.
- 0.5 The General Committee has agreed an effective date of [midnight on 31 December 2026].
- 0.6 The Company adopted bespoke articles of association with power to acquire the whole of the assets and undertaking of the Association on or before the date of this Agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1. In this agreement:

The following words and expressions shall have the following meanings for all purposes:

Activities	the activities and undertaking associated with running the Association for the benefit of its members as carried on by the Association at the Effective Date.
Assets	the property, rights and assets of the Association as described in clause Error! Reference source not found.
Book Debts	any debts owed to the Association at the Effective Date.
Cash	any cash float and bank account credit balances held at Effective Date on behalf of the Association.
Completion	completion of the transfer of Assets as described in clause 3.
Consumables	all stationery, publications and other consumable items held by the Association.
Contracts	the contracts and engagements of the Association whether expressed to be in the name of or on behalf of the Association, member(s) of the General Committee or the Trustees at the Effective Date.
Data Protection Regulation	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the Data Protection Act 2018 (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner as applicable as well as UK GDPR ("GDPR"), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of s.3 of the European Union (Withdrawal) Act 2018
Effective Date	midnight on [31 December 2026]
Employees	the employees of the Association at the Effective Date.

Employee Records	all records that the Association is required by law to maintain in respect of the Employee including, but not limited to, payroll records.
Fixtures, Fittings and Equipment	all fixtures, fittings, equipment, vehicles and any other chattels used by the Association.
General Committee	the committee of the Association elected by the members of the Association to manage the Association, in accordance with the Rules together with any co-opted members of the committee.
Goodwill	the goodwill, custom and connection of the Association, together with the exclusive right for the Company or its assignee to represent itself as carrying on the Activities in succession to the Association.
Intellectual Property	all intellectual property rights of whatever nature held by or for the Association whether registered or unregistered including without limitation copyright rights, business names and domain names, database rights, the website used by the Association, any software used in connection with the Activities and all related content and rights in connection with the same and all related login and access codes.
Personal Data	the personal data relating to employees, members and persons with whom the Association has been in correspondence held by or on behalf of the Association and necessary for the pursuance of its Activities.
Properties	the properties listed in Schedule 1.
Rules	the rules of the Association adopted on [19 October 2025].
Transfer	the transfer of the Assets to the Company pursuant to this Agreement.
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006.

- 1.2. The Association means the association acting by the General Committee in accordance with the Rules. Any reference to a Contract is a contract, whether written or unwritten, entered into by the General Committee or any member of the General Committee or with the approval of the General Committee.
- 1.3. References to statutes or statutory provisions shall be construed as references to those statutes or provisions and to any orders, regulations, instruments or

subordinate legislation as amended, extended, consolidated or replaced from time to time (whether before or after the date of this Agreement).

- 1.4. Except where the context otherwise requires, the singular shall include the plural and vice versa; any gender include all genders; words denoting persons include bodies corporate and unincorporated associations and partnerships and vice versa.
- 1.5. A reference to a clause or schedule is a reference to a clause of, or a schedule to, this Agreement; and references to this Agreement include the schedules.
- 1.6. Clause headings are for ease of reference only and do not affect the construction of this Agreement.

2. TRANSFER OF ASSETS

2.1. In consideration of the issue of membership rights by the Company to members of the Association, the Association transfers with limited title guarantee and the Company shall accept, with effect from the Effective Date all the property, assets and rights of the Association including, without limitation:

- 2.1.1. the Goodwill;
- 2.1.2. the Fixtures, Fittings and Equipment;
- 2.1.3. the benefit of the Contracts;
- 2.1.4. the Properties;
- 2.1.5. the Consumables;
- 2.1.6. the Cash;
- 2.1.7. the Intellectual Property Rights;
- 2.1.8. the Personal Data;
- 2.1.9. the Records;
- 2.1.10. the Book Debts; and
- 2.1.11. all other property, rights and assets held by the General Committee or the Trustees for and on behalf of the Association or to be used, enjoyed or exercised or intended to be used, enjoyed or exercised in the Activities by the Association including the full benefit (so far as the same can lawfully be assigned or transferred to the Company) of all rights and claims of the Association under any warranties, conditions, guarantees or indemnities, express or implied, in favour of the Association in relation to any Assets or the Activities.

2.2. The Assets are transferred 'as is' and no warranty, condition or representation, express or implied, as to the condition, quality, accuracy, performance, or fitness for intended purpose of them or the existence or extent of any third party rights or claims in relation to them is given or assumed by the Association or

Trustees and all such warranties, conditions and representations are excluded to the fullest extent permitted by law.

- 2.3. The Association and the Trustees 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 Association 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.

3. COMPLETION

- 3.1. The Transfer shall be completed immediately upon the Effective Date when all the matters set out in this clause **Error! Reference source not found.** shall be effected:

3.1.1. the Association shall be deemed to have delivered to the Company at the Properties such Assets as are located at the Properties which are capable of being transferred by delivery;

3.1.2. the Trustees at the direction of the Association shall deliver to the Company a duly executed transfer of the Properties together with all documents of title in their possession or under their control in relation to the Properties;

3.1.3. the Association shall cause to be delivered or (if so requested by the Company) make available to the Company the Records and the Association's books of account, information relating to other contract parties, relevant computer programmes and other books and documents which relate to the Association.

- 3.2. The Company may in its absolute discretion waive any requirement contained in clause 3.1.

- 3.3. The Company shall continue the Activities from the Effective Date in succession to the Association.

4. CONTRACTS AND OTHER OBLIGATIONS

- 4.1. Subject to the consent, where necessary, of the other contracting parties, the Company shall assume the obligations of and become entitled to the benefit of the Contracts with effect from the Effective Date.

- 4.2. Failing any required consent of other contracting parties to the assignment or novation of any Contract, the Association shall remain liable under such Contract as a contracting party but the Company shall at its own cost and expense assume and perform the obligations under such Contract for and on behalf of the Association who shall account to the Company for all sums received from or in connection with the Contract.

- 4.3. The Association will, at the Company's request, give to the Company all assistance reasonably within its power to enable the Company to enjoy the benefits of and to enforce the Contracts against the other contracting party or parties.

5. BOOK DEBTS

- 5.1. The Association shall assign the Book Debts or any of them to the Company and shall give the Company all reasonable assistance to collect the Book Debts.
- 5.2. If the Association receives any payment in discharge of the Book Debts, it shall account to the Company for the payment.

6. DATA PROTECTION

- 6.1. Notwithstanding any other provision of this agreement, the Company undertakes that, on receipt of the Personal Data, it will duly observe all of its obligations as a data controller under the Data Protection Legislation which arise in connection with processing the Personal Data.

7. EMPLOYEES

- 7.1. The parties acknowledge that TUPE shall apply to the Transfer and that, in consequence, the contract of employment of the Employees will be transferred to the Company on the Effective Date.
- 7.2. The Company shall assume all liabilities, costs, claims and demands arising after the Effective Date from the employment by the Company of the Employees.
- 7.3. All salaries and other emoluments, (including holiday entitlements and holiday remuneration), tax and national insurance payments relating to the Employees shall be borne by the Trustees or the Committee as the case may be up to the Effective Date and all necessary apportionments shall be made.

8. INTELLECTUAL PROPERTY

- 8.1. The Association hereby assigns to the Company all its right, title and interest in and to the Intellectual Property Rights, including without limitation the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Intellectual Property whether occurring before, on, or after the date of this agreement.

9. GENERAL

9.1. Assignment

This Agreement shall be binding upon and endure for the benefit of the successors and personal representatives of the parties but shall not be assignable.

9.2. Whole Agreement

This Agreement constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior agreements or understandings. No variations shall be effective unless made in writing signed by the parties and expressing an intention to vary this Agreement.

9.3. **Agreement Survives Completion**

All the provisions of this Agreement, in so far as the same shall not have been performed at Completion, shall remain in full force and effect notwithstanding Completion.

9.4. **Further Assurance**

At any time after the date of this Agreement, the Committee and Trustees shall, at the request of the Company, execute such documents and do such acts and things as the Company may reasonably require for the purpose of vesting the Assets in the Company or its nominees and giving to the Company the full benefit of all the provisions of this Agreement.

9.5. **Notices**

9.5.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- a. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b. sent by email to the email addresses as notified by the parties to one another from time to time.

9.5.2. Any notice shall be deemed to have been received:

- a. if delivered by hand, at the time the notice is left at the proper address;
- b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the day after posting; or
- c. if sent by email, at the time of transmission.

9.5.3. This clause 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.

9.6. **Invalidity**

9.7. If any provision in whole or part of this Agreement shall be held to be void or unenforceable, the validity and enforceability of the remainder of this Agreement (and the remainder of the provision concerned) shall not be affected.

9.8. **Choice of Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under this Agreement.

9.9. **Rights of Third Parties**

No person who is not a party to this Agreement shall have any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.10. Counterparts

This agreement 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 the one agreement.

9.11. Severance

If any provision or part-provision of this agreement 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-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

SIGNED and DELIVERED as a DEED by or on behalf of the parties the day and year first before written

DRAFT

**Schedule 1
 Registered Properties**

Property Description	HMLR title number	Registered Proprietor
Mudlands on the westside of Emsworth Channel, Chichester Harbour	HP35982	The Trustees of the Hayling Island Sailing Club
North east of Wittering Road, Hayling Island	HP16287	The Trustees of the Hayling Island Sailing Club
Hayling Island Sailing Club, Sandy Point, Hayling Island, PO11 9SL	HP16288	The Trustees of the Hayling Island Sailing Club
Bracklesham Road, on the East side of Wittering Road, Havant.	HP117462	The Trustees of the Hayling Island Sailing Club
East side of Bracklesham Road, Hayling Island	SH31730	Timothy John Hancock Rodney Paul Carr Michael John Massey As trustees of the Hayling Island Sailing Club
East side of Seafarers Walk, Hayling Island (PO11 9TA)	SH52261	Timothy John Hancock Rodney Paul Carr Michael John Massey As trustees of the Hayling Island Sailing Club

Execution Page

Signed as a deed by [Sarah Mitchell] one of the elected members of the General Committee of Hayling Island Sailing Club with authority delegated to her, in the presence of:

[Sarah Mitchell]

.....
Witness Signature
Witness Name:
Witness Occupation:
Witness Address:

Signed as a deed by [David Hitchcock] one of the elected members of the General Committee of Hayling Island Sailing Club with authority delegated to him, in the presence of:

[David Hitchcock]

.....
Witness Signature
Witness Name:
Witness Occupation:
Witness Address:

Executed as a deed by Hayling Island Sailing Club Ltd acting by [John Eric Message], a director and [Graham Williamson], a director

.....
[John Eric Message]

.....
[Graham Williamson]

Signed as a deed by Timothy John Hancock in the presence of:

.....
Timothy John Hancock

.....
Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

Signed as a deed by Rodney Paul Carr

in the presence of:

.....
.....

.....
Rodney Paul Carr

Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

Signed as a deed by Michael John

Massey

in the presence of:

.....
.....

.....
Michael John Massey

Witness Signature

Witness Name:

Witness Address:

Witness Occupation: