

TRANSFER AGREEMENT

between

SCOTTISH RUGBY UNION, an unincorporated body of Murrayfield Stadium, Edinburgh EH12 5PJ (hereinafter referred to as "the SRU")

OF THE FIRST PART

and

SCOTTISH WOMENS RUGBY UNION, of Murrayfield Stadium, Edinburgh EH12 5PJ (hereinafter referred to as "the SWRU")

OF THE SECOND PART

WHEREAS

- (A) The SWRU is an organisation having as its objects inter alia to act as the governing body of the game of rugby football in Scotland for women and girls and the promotion and development of the playing of rugby football by women and girls in Scotland.
- (B) The SRU is an organisation having as its objects inter alia to act as the governing body of the game of rugby football in Scotland and the promotion and development of the playing of rugby football in Scotland.
- (C) The SWRU has resolved to integrate with the SRU with a view to enhancing the achievement of the SWRU objects and those of the SRU.
- (D) At the Transfer Date as defined hereunder, the SRU shall acquire the assets of the SWRU and shall bind and oblige itself to undertake the liabilities and several obligations of the SWRU in accordance with the provisions of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 In the Agreement unless the content otherwise requires:-

1.1.1 references to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated or extended or re-enacted from time to time whether before or after the date hereof and so as to include reference to the corresponding provisions of any earlier legislation (whether repealed or not) directly or indirectly amended, consolidated or extended or replaced thereby or re-enacted therein and shall include any orders, regulations, instruments or subordinate legislation made under the relevant statute;

1.1.2 words importing the singular shall include the plural and vice versa, and words importing a gender shall mean either gender.

1.1.3 reference to a Recital Clause or Sub-Clause is to a recital, clause or sub clause of this Agreement and reference to a Schedule is to a Schedule of this Agreement.

1.1.4 headings are included in this Agreement and the Schedule(s) for convenience only and shall not affect the construction or interpretation hereof;

1.1.5 in this Agreement the expressions listed in Column 1 below shall, unless the context otherwise requires to have the meanings respectively set opposite them in column 2 below:-

1.

2.

"the Accounts"

the audited balance sheet and income and expenditure statement of the SWRU for the year ended 30 April 2009;

"the Members of Council"	the members of the Scottish Rugby Council;
"the Equipment "	the equipment situated wheresoever used in connection with the SWRU's undertakings;
"the Investments"	any investments held by or on behalf of the SWRU;
"the Stocks"	the whole Stocks of material both disposable and conservable belonging to the SWRU and relating to its undertakings;
"the Subjects of Transfer"	collectively the interests of the SWRU in the Equipment, the Stocks, the Investments and the benefit of any agreements to which the SWRU is party;
"Transfer"	implementation of Clause 8;
"Transfer Date"	1 July 2009.

2. Transfer of Undertakings

Transfer shall take place at the Transfer Date when the SRU shall acquire the Subjects of Transfer and with the benefit of all rights and advantages accruing thereto.

3. Consideration

- 3.1 The consideration for the said transfer of undertakings shall be a sum equivalent to the aggregate of the Equipment, Stocks and Investments as appear in the Accounts.

3.2 The consideration will be satisfied as follows:-

3.2.1 The SRU shall take over and undertake responsibility for all debts and liabilities of the SWRU incurred prior to the close of business on the Transfer Date and will at the request of and as agent for the SWRU settle the same on its behalf.

3.2.2 The SRU will collect on behalf of the SWRU all the book debts as at the close of business on the Transfer Date and shall be entitled to retain all monies so collected less all expenses of collection.

4. Existing Contracts

The SRU shall be entitled, in so far as relating to the Subjects of Transfer and pending on the Transfer Date and in so far as assignable, to the benefit of all contracts, orders and engagements, all contracts of service or employment, all contracts of insurance or otherwise and all Agreements to which the SWRU has right thereto in relation to the SWRU's undertakings (subject to the burden of any obligations incumbent on the SWRU thereunder).

5. Employees

The SRU undertakes to re-employ all employees of the SWRU, if any, with effect from the close of business on the Transfer Date and on the same terms and conditions as they were employed by the SWRU immediately prior to that date and that without a break in the continuity of their employment.

6. Warranties

The SWRU warrants to and undertakes with the SRU in relation to the Subjects of Transfer, which warranties and undertakings shall remain in force notwithstanding Transfer:-

- 6.1 That demonstratively, the Accounts present a true and fair view of the assets and liabilities of the SWRU's undertakings as at the date thereof;
- 6.2 that, except as shown in the Accounts, the Subjects of Transfer are the property of the SWRU, and are not encumbered, let on hire, hire purchase or sold on deferred terms to any other party;
- 6.3 that, since the date of the Accounts, no material change has occurred in the assets and liabilities of the SWRU's undertakings and no unusual or abnormal contracts necessitated by the nature of the SRU's undertakings have been or pending settlement will be entered into by the SWRU.

7. Assurance

The parties acknowledge that the Statement of Intent set out in the Schedule hereto reflects the intention of the parties as to the continued operational integration following the Transfer Date.

8. Assumption of Undertakings

As from and including the close of business on the Transfer Date the SWRU's undertakings shall be carried on for the account of the SRU's and the SWRU shall account and be indemnified therefor.

9. Transfer

Transfer shall take place on the Transfer Date when the SWRU shall:-

- 9.1 So far as practicable give the SRU possession of all items which comprise the Subjects of Transfer in so far as the same are capable of transfer by delivery:

- 9.2 Undertake to take such further action and execute all deeds and documents that may be reasonably required by the SRU to effectually vest the SRU in the Subjects of Transfer.
- 9.3 Deliver to the SRU all books of account and all other books, documents and records relating to the SWRU's undertakings.
10. Whereas the SWRU's undertakings are transferred as from and including the close of business on the Transfer Date, to the extent that it may be necessary for the SWRU to carry on its undertakings until the date of vesting of all or any of the Subjects of Transfer in the SRU, the SWRU shall be obliged so to do, if so requested by the SRU but that although ostensibly as principal truly as Trustee for behoof of the SRU; and the SRU shall be bound to adopt all transactions so entered into by the SWRU and shall have a right to all the benefits arising therefrom subject always to freeing and relieving the SWRU of all debts and liabilities so contracted by it in connection with its undertakings. To the extent that it may not be possible for the SWRU to assign any contract or other rights or obligations in terms hereof the SWRU shall, if so requested by the SRU, be obliged to implement, hold or retain the same for as long as may be reasonable and necessary and that although ostensibly as principal truly as trustees for behoof of the SRU, subject to adoption of their actings, accountability for benefits and relief from debts and liabilities all in manner provided in the immediately preceding sub-clause.
11. Risk
All items comprised in the Subjects of Transfer shall be at the risk of the SRU as from and including the Transfer Date.
12. Expenses
The SRU undertakes to pay the whole expenses connected with this Agreement and the carrying into effect thereof.

13. Jurisdiction

This Agreement shall be governed by and construed in accordance with Scots Law.

14. Registration

And the parties consent to the registration hereof in the Books of Council and Session for preservation: IN WITNESS WHEREOF these presents typewritten on this and the six preceding pages are subscribed as follows:-

Subscribed for and on behalf of the SCOTTISH RUGBY UNION ("the SRU")

at

on

by

an Authorised Signatory, before the following witness:-

Authorised Signatory

-----Witness

-----Full Name

-----Address

Subscribed for and on behalf of the said SCOTTISH WOMENS RUGBY UNION ("the SWRU")

at

on

by

an authorised signatory, before the following witness:-

Authorised signatory

-----Witness

-----Full Name

-----Address

This is the Schedule referred to in the foregoing Agreement between the SCOTTISH RUGBY UNION and the SCOTTISH WOMENS RUGBY UNION dated 2009

SCHEDULE

Statement of Intent

In the event of completion of integration between the SWRU and the SRU - Scottish Rugby commit to continuing the development of the women and girls game in line with the Scottish Rugby's strategic plan and specifically commit to ongoing provision for the following areas of the women and girls game:

- Scotland Women National Team
- Performance Development Programme for women and girls
- Talent Identification Programme for women and girls
- Recruitment and Retention Programme/s for women and girls
- Club Support Structure
- Competition Structure for women and girls
- Volunteer development and support
- Coach and referee education and development
- Commercial and marketing support including the provision and support of an effective website
- Communication and press and publicity support
- Scottish Rugby Discipline procedure, Welfare, club affiliation, player registration, data management, insurance, legal, and anti-doping services
- Maintain staff support for the women and girls' game.
- SRU to make provision for the inclusion of women and girls' rugby as part of the portfolio of a Scottish Rugby Board member.

TRANSFER AGREEMENT

between

SCOTTISH RUGBY UNION ("the SRU")

and

SCOTTISH WOMENS RUGBY UNION ("the SWRU")

2009

ANDERSON STRATHERN LLP
1 Rutland Court
Edinburgh EH3 8EY