

TRANSFER AGREEMENT

between

RELIGIOUS SOCIETY OF FRIENDS
(QUAKERS) GENERAL MEETING FOR
SCOTLAND

and

QUAKERS IN SCOTLAND

Re. Transfer of the assets and liabilities
of General Meeting for Scotland to
Quakers in Scotland

2025

AEB/76350.00001



1.	Definitions and Interpretation	1
2.	Transfer	3
3.	Transfer Date and Liabilities	3
4.	Consideration	3
5.	Banking, Restricted Funds, Completion and Further Assurance	3
6.	No Investigation of Title	4
7.	Third Party Consents	4
8.	Further Documents	4
9.	Employee	4
10.	Transferee as Attorney for Transferor	5
11.	Assignment	5
12.	Entire agreement	5
13.	Costs	5
14.	Variation	5
15.	Waiver	5
16.	Severance	6
17.	Notices	6
18.	Third party rights	6
19.	Governing law and jurisdiction	6

TRANSFER AGREEMENT

PARTIES

- (1) **ANDREW BLACKADDER, MALCOLM CROSBY, KEVIN FRANZ, KATRINA MCCREA, NEIL TURNER AND ROBIN WATERSTON**, the trustees of **RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) GENERAL MEETING FOR SCOTLAND**, an unincorporated association and a Scottish Charity (Scottish charity number SC012281) having its principal office at Quaker Meeting House, 7 Victoria Terrace, Edinburgh EH1 2JL (**GMfS**).
- (2) **QUAKERS IN SCOTLAND**, a Scottish Charitable Incorporated Organisation (Scottish charity number SC054060) and having its principal office at Quaker Meeting House, 7 Victoria Terrace, Edinburgh EH1 2JL (**QiS**)

BACKGROUND

- (A) GMfS has for some time furthered the general religious and charitable purposes of the Religious Society of Friends (Quakers) in Britain, in Scotland and beyond, as laid down in its Book of Christian Discipline.
- (B) QiS has been established to further the general religious and charitable purposes of the Religious Society of Friends (Quakers) in Britain, in Scotland and beyond as laid down in its Book of Discipline in succession to GMfS.
- (C) GMfS wishes to transfer the Operation to QiS and QiS will accept the transfer of the Operation.
- (D) The charitable objects of GMfS and QiS are aligned and GMfS and QiS have the power and authority in terms of their respective constitutional documents to enter into and comply with the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

- 1.1. In this Agreement:

Agreement means this Agreement.

Assumed Liabilities means the obligations of GMfS remaining to be performed after Completion.

Business Day means a day other than Saturday, Sunday or a public holiday in Edinburgh.

Completion means completion of the transfer in terms of clause 5 of this Agreement.

Domain Name means quakerscotland.org.

Intellectual Property means, subject always to the rights of any third parties in relation thereto, the whole right title and interest of GMfS in all intellectual property (including all copyrights, logos, get-ups, devices, patents, patent licensing agreements, designs, drawings, photographs, advertising, listings,

marketing materials, trading names, trade marks, databases, database rights, registered designs and other intellectual property rights and the goodwill attaching to any of them, together with the benefit but subject to the burden of any licences, consents or permissions relating thereto and all renewals, extensions and revivals thereof) including insofar as it has right thereto all works developed by employees, volunteers, consultants or contractors.

Operation means the operation and activity of GMfS conducted by it prior to Completion.

Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

Schedule means the Schedule annexed to, and forming part of, this Agreement.

Transfer Date means 20 September 2025, notwithstanding the date or dates of this Agreement.

Transferring Assets means the assets of GMfS including those set out in Part 2 of the Schedule.

Transferring Contracts means the contracts of GMfS relating to the Operation including those set out in Part 3 of the Schedule.

Transferring Employee means the employee details of whom are set out in Part 1 of the Schedule.

Transferring Records means all of GMfS's accounting records, payroll records, personnel files, client files, contact lists, distribution lists, reference material, test and other certificates, registration documents, and all other records, information (including security codes) and keys held by or on behalf of GMfS relating to the Operation.

Restricted Funds means any part of the Transferring Assets which represents a restricted fund for the purposes of the Charities SORP (FRS 102).

- 1.2. Reference to a statute or a statutory provision includes a reference to it as from time to time amended, extended or re-enacted.
- 1.3. Words denoting the singular number only include the plural, and vice-versa.
- 1.4. Unless the context otherwise requires, any reference to a clause is to a clause of this Agreement.
- 1.5. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6. References to a document in **agreed form** are to that document in the form agreed by the parties.
- 1.7. References to clauses or the Schedule are to clauses of, or the Schedule to, this Agreement.

- 1.8. The Schedule forms an integral part of this Agreement and references to this Agreement include the Schedule to this Agreement.
- 1.9. The headings in this Agreement are included for convenience only and shall not affect its interpretation.

2. Transfer

- 2.1. GMfS shall, notwithstanding the date or dates hereof, with effect from the Transfer Date transfer and shall be deemed to have transferred and QiS shall acquire and shall be deemed to have acquired the Transferring Assets.
- 2.2. GMfS shall cause to be delivered or made available to QiS either before or at Completion:
 - 2.2.1. all such documents as are required by QiS to complete the transfer of the assets and vest title to the Assets and the Transferring Contracts in QiS;
 - 2.2.2. all deeds and documents of title (if any) relating to any of the assets and any waivers, consents or other documents required to vest in QiS the full legal and beneficial ownership of the Assets and the Transferring Contracts;
 - 2.2.3. all items comprised in the Assets which are capable of physical delivery (but on the understanding that delivery shall be deemed to be effected by their being left at the offices of GMfS at Quaker Meeting House, 7 Victoria Terrace, Edinburgh EH1 2JL); and
 - 2.2.4. the Transferring Records.

3. Transfer Date and Liabilities

As part of the consideration for the transfer in terms of this Agreement QiS will meet (and indemnify GMfS in respect of) the Assumed Liabilities.

4. Consideration

Other than in relation to the assumption of the Assumed Liabilities there shall be no consideration for the transfer which shall, to the extent it exceeds any liabilities so assumed, be a gift to QiS.

5. Banking, Restricted Funds, Completion and Further Assurance

- 5.1. Until such time as QiS has been able to transfer to its own bank account all direct debit and standing order payments currently made to GMfS in respect of the Operation, GMfS will collect on behalf of QiS those payments and will, once a month (on dates agreed with QiS), pay to QiS those payments by electronic transfer to such account as QiS shall nominate without any set off, deduction or withholding.
- 5.2. QiS undertakes and agrees that each Restricted Fund will continue to be used by QiS for the specific purpose for which the relevant Restricted Fund was provided.

- 5.3. The transfer shall be completed and beneficial ownership in the Transferring Assets and the Transferring Contracts shall pass to QiS on the Transfer Date when GMfS shall let QiS into possession of the Transferring Assets and the Transferring Contracts.
- 5.4. GMfS shall as soon as convenient after Completion deliver to QiS duly executed dispositions, conveyances, assignments or transfers for such of the property hereby agreed to be transferred as QiS may require to be disposed, conveyed, assigned or transferred by instrument and until then shall hold such property in trust for QiS. QiS hereby acknowledges intimation of the foregoing trust. QiS shall be entitled (notwithstanding the generality of clauses 7 and 8 below) to take all action required to purify such transfer, including in particular, intimating all assignments.

6. No Investigation of Title

QiS shall accept without investigation, objection or requisition such title as GMfS has to the assets and other property hereby agreed to be transferred.

7. Third Party Consents

If any of the contracts of GMfS are or may only be transferred with the consent of any other party, GMfS will use its best endeavours to obtain the requisite consent for such transfer and in any case where such consents cannot conveniently be obtained by GMfS, GMfS will hold such contract upon trust for QiS or otherwise deal with the same as QiS shall direct.

8. Further Documents

GMfS hereby undertakes to execute all such further documents and do all such acts as QiS may reasonably require to vest in QiS all other assets hereby agreed to be transferred and to give QiS the benefit of this Agreement.

9. Employee

QiS shall be liable for and indemnify GMfS in respect of any liabilities which may be incurred arising out of or in connection with the application of the Regulations and:-

- 9.1. anything done or omitted to be done on or before Completion in respect of any person employed by GMfS (including but not limited to the Employee) which by virtue of the Regulations is deemed to have been done or omitted to be done by GMfS);
- 9.2. the employment or the termination of employment of the Employee prior to or on the Transfer Date;
- 9.3. any person other than the Employee whose employment or claims or liabilities arising out of whose employment or its termination transfer to QiS pursuant to or by virtue of the Regulations or who claims that their employment or such claims or liabilities so transfer;
- 9.4. any claim by any employee, trade union representative or employee representative arising out of a failure by GMfS or QiS to comply with its obligations under Regulations 13 and/or 14 of the Regulations.

- 9.5. any failure by QiS to comply with its obligations under Regulation 11 of the Regulations;
- 9.6. backdated holiday pay in respect of the period prior to Completion, whether made by the Employee, any other employee, ex employee, worker or a person who claims to be or have been an employee or worker of GMfS arising from GMfS's failure to include any element of earnings (including but not being limited to commission, bonus, overtime, allowances or other payments made to employees or workers of whatever nature) in its calculation of and payment of holiday pay; and
- 9.7. any claim made by any employee in respect of benefits under an occupational pension scheme which are not old age, invalidity or survivors' benefits.

10. Transferee as Attorney for Transferor

Notwithstanding the generality of clause 5.4 hereof, GMfS hereby irrevocably appoints GMfS to be its attorney for executing all documents and for perfecting any registration and for giving and signing all notices on behalf of GMfS for carrying into effect in all respects the said transfer of the Undertaking to GMfS and also for demanding and giving receipts for all debts due to GMfS in respect of the Undertaking and for bringing all necessary proceedings for recovery of the same and in respect of all other assets hereby transferred.

11. Assignment

No party shall assign or transfer or purport to assign or transfer any of their rights or obligations hereunder without the prior written consent of the other parties.

12. Entire agreement

This Agreement (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13. Costs

All costs and legal fees and other expenses incurred by the parties in relation to this Agreement shall be borne by the party that incurred them.

14. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. Waiver

- 15.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

- 15.2. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. Severance

- 16.1. 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.
- 16.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Notices

- 17.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other party.
- 17.2. Any notice or communication shall be deemed to have been received:-
- 17.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
- 17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 17.3. This clause 17 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.
- 17.4. A notice given under this Agreement is not valid if sent by fax or email.

18. Third party rights

This Agreement does not create any rights to any third party or third parties to enforce any provisions of this Agreement.

19. Governing law and jurisdiction

- 19.1. This Agreement shall be governed by and be construed in accordance with Scots law.

19.2. The parties submit to the exclusive jurisdiction of the Scottish courts in respect of any dispute that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes).

IN WITNESS WHEREOF these presents typewritten on this and the 6 preceding pages together with the Schedule of 3 Parts annexed are executed as follows:

SUBSCRIBED by ANDREW BLACKADDER

at

on

2025

.....
ANDREW BLACKADDER

SUBSCRIBED by MALCOLM CROSBY

at

on

2025

.....
MALCOLM CROSBY

SUBSCRIBED by KEVIN FRANZ

at

on

2025

.....
KEVIN FRANZ

SUBSCRIBED by KATRINA MCCREA

at

on

2025

.....
KATRINA MCCREA

SUBSCRIBED by NEIL TURNER

at

on

2025

.....
NEIL TURNER

SUBSCRIBED by ROBIN WATERSTON

at

on

2025

.....
ROBIN WATERSTON

SUBSCRIBED for and on behalf of QUAKERS IN SCOTLAND

by

at

on

2025

.....
Trustee

.....
Trustee

This is the Schedule referred to in the foregoing Transfer Agreement between Religious
Society of Friends (Quakers) General Meeting for Scotland and Quakers in Scotland
dated 2025

SCHEDULE

1.

THE TRANSFERRING EMPLOYEE

Name of Employee	Role
Jane Booth	Administrator

2.

THE TRANSFERRING ASSETS

1. The cash at hand and at bank of GMfS as at Completion, being an amount of approximately £50,000.
2. Office equipment consisting of a single computer with related software
3. Intellectual Property relating to and used by GMfS.
4. The Domain Name and any social media pages used or intended for use in connection with.
5. The Transferring Records

3.

THE TRANSFERRING CONTRACTS

1. Agreement with SESAM to provide payroll services
2. Sage Licence