

Notice of Extraordinary General Meeting

WESTERN CHAN FELLOWSHIP (Charity No. 1068637) ("the Charity")

Notice is hereby given that an Extraordinary General Meeting of the members of the above-named Charity will be held at St Werburghs Community Centre Horley Road Bristol BS2 9TJ on Saturday 28th January 2017 at 11.00 am

AGENDA

1. Apologies for absence
2. Consideration of and, if thought fit, passing the enclosed Resolution to transfer the assets and undertaking of the Charity to Western Chan Fellowship CIO.

(Copies of the Constitution of Western Chan Fellowship CIO have previously been provided to the Charity's members but are available on request from the Secretary or via the Charity's website at www.westernchanfellowship.org)

Dated 3/12

2016



By order of the Committee
Secretary

RESOLUTIONS

- of -

WESTERN CHAN FELLOWSHIP (“the Charity”)

IT WAS RESOLVED that:

1. pursuant to Rule X of the Charity’s Constitution, subject to obtaining the necessary tax clearances and all other necessary third party consents, the Charity would convey, transfer, assign and/or deliver with effect from 30th June 2017 or as soon as reasonably practicable thereafter (“the Effective Date”) to Western Chan Fellowship CIO (“the CIO”) and the CIO would acquire and take over:
 - (a) all office equipment, vehicles, stationery, books, publications and other stocks, furniture, fixtures and fittings of the Charity;
 - (b) all subsisting contracts, commitments, engagements, orders and covenants including the right of the CIO to novate the same (subject to the consent of the other parties thereto) and including all book debts due and owing to the Charity;
 - (c) the cash in hand and at banks and investments in the name of or held on behalf of the Charity;
 - (d) the benefit of any policies of insurance existing up to the Effective Date covering any liabilities of the Charity taken out by the Charity and of any claims pending thereunder;
 - (e) all intellectual property rights together with the benefit and subject to any contracts with third parties for the exploitation thereof; and
 - (f) all other (if any) assets liabilities and undertakings including the goodwill of the Charity.

2. the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply and accordingly the contracts of employment of all persons currently employed by the

Charity ("the Employees") will be transferred to the CIO with effect from the Effective Date;

3. the Charity shall give notice of the transfer of the assets and undertaking contemplated by this Agreement to each Employee on or before the Effective Date;
4. completion of the transfer of assets and undertaking shall take place on the Effective Date or at such later date as the Charity and the CIO may agree whereupon the Charity shall:
 - (a) cause to be delivered to the CIO 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 CIO a duly executed conveyance, transfer or assignment (in terms mutually agreed) vesting title to the Premises in the CIO together with all deeds and documents relating to the title of the Charity to the Premises and shall give full vacant possession of the Premises to the CIO; and
 - (c) cause to be delivered to the CIO duly executed assignments and/or stock transfer forms in respect of any investments which are held in the name of the Association.
5. in cases where the Charity 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 Charity 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 Charity but on the basis that:
 - (a) the Charity shall not incur any liability thereby;
 - (b) the obligations of the Charity under such contract shall be performed by the CIO in accordance with their respective terms;
 - (c) in consideration of such performance, the Charity shall direct or procure that all payments due to it under such contracts in respect of work carried out by the CIO after the Effective Date shall be paid to the CIO; and

- (d) the Charity shall on behalf of the CIO take such action and enforce all claims arising under such agreements or contracts against such third parties upon receiving the written request of the CIO so to do together with an indemnity from it in terms reasonably satisfactory to the Charity against all costs claims or losses arising or to be incurred by the Charity in respect thereof;
6. the Charity 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 CIO 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 Charity the Charity 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 CIO;
7. 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 Charity and all such warranties, conditions, terms and representations are excluded to the fullest extent permitted by law;
8. the Charity shall take all necessary steps and co-operate fully with the CIO to ensure that it obtains the full benefit of the assets and undertaking of the Charity 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 CIO all their rights and interests in such assets and undertaking;
9. on completion of the transfer of the assets and undertaking to the CIO, the Charity would thereupon dissolve.

.....
Chair