**An Agreement**

**to transfer the assets and any liabilities between the following organisations: -**

Oxford Standard Allotment Association, being an unincorporated body (the Owner)

 And

Oxford New Cooperative Allotment Society / Oxford new Allotment Company (The Recipient)

*(Change to actual names)*

Purpose.

* Whereas the officers of the Oxford Standard Allotment Association have determined that the Association should be wound up and that the total assets (and any liabilities) of the Association should be transferred to a successor Society having the same aims and purpose as the Owner, in furtherance of resolutions passed by Members voting in accordance with the Constitution, hereby agrees to transfer all its assets and any liabilities detailed in Schedule 1 below to the Recipient.

The Recipient, in accordance with its Rules, hereby agrees to receive those assets (and liabilities) in furtherance of its aims and purpose in providing and managing allotments at *(ADD address/location)*

Warranties.

* The `Owner’ warrants that all assets to be transferred are fully the property of the Owner without any credit agreement, loan, mortgage or lien attached.

*(ADD any exception if there are any outstanding liability(s)*

* Notwithstanding the above, the Owner gives no warranty or guarantee as to the durability and fitness for purpose of any tangible assets and they are offered as seen.

Undertakings.

* The Recipient undertakes, as far as practically possible, to use all the assets for the same aims and purposes as the Owner.
* The Owner undertakes to transfer all the Assets in full by (Add date)

Signatures of the parties involved.

Name

Role – on behalf of Oxford Standard Allotment Association

Name

Role – on behalf of Oxford New Cooperative Allotment Society / Oxford new Allotment Company

Date.

**Schedule 1.**

Intangible Assets.

(Cash and any investments)

Tangible Assets.

(Tools, equipment, etc.)