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| Deed of Transfer |

Date: 2024

**[INSERT ZONE OR DISTRICT NAME]**

and

**[INSERT REGION ASSOCIATION NAME]**

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Deed of Transfer

Date: 2024

PARTIES

**[insert zone or district name / abn / address]**

And

**THE REGION ASSOCIATION**

**[INSERT REGION ASSOCIATIN NAME]**

RECITALS

The District/Zone wishes to transfer the Asserts to INSERT REGION ASSOCIATION NAME on the terms of this deed.

**AGREEMENT**

# DEFINITIONS AND INTERPRETATION

## Definitions

The following definitions apply unless the context requires otherwise.

**Assets** means [CASH & CASH EQUIVALENTS; LEGAL AND FINANCIAL RECORDS; & TANGIBLE ASSETS SUCH AS LAPTOP COMPUTERS AND OTHER IT EQUIPMENT [***ZONES / DISTRICTS TO INSERT OTHER ASSETS WHERE RELEVANT].***

**Business Day** means any day except any Saturday, Sunday, Public Holiday or Bank Holiday in New South Wales.

**Parties** means BSNW and District/Zone.

**Transfer** means the transfer of the Assets from District Zone to BNSW.

## Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

### The singular includes the plural and conversely.

### A gender includes all genders.

### Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

### A reference to a person includes a body corporate, an unincorporated body or other entity and conversely.

### A reference to a clause or schedule is to a clause of or schedule to this deed.

### A reference to any Party to this deed or any other agreement or document includes a Party's successors and permitted assigns.

### Mentioning anything after include, includes or including does not limit what else might be included.

### A reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing.

### An obligation of two or more Parties shall bind them jointly and severally. An obligation incurred in favour of two or more Parties shall be enforceable by them jointly and severally.

# OBJECTIVES AND PRINCIPLES OF CONDUCT

## The Parties acknowledge and agree that the primary objectives of this deed are to:

### effect the Transfer;

### ensure co-operation between the Parties to ensure the success of the Transfer; and

### enable the Parties to successfully undertake and meet their respective objectives and responsibilities under this deed and in respect to the Transfer.

## The general principles of conduct which the Parties agree to observe and respect in their dealings with each other in achieving the objectives in clause 2(a) and satisfying their respective obligations under this deed are to:

### act in such a way as is consistent with and conducive to achievement of the stated objectives; and

### deal with one another in good faith in all dealings, acts, matters and things and to co-operate with one another including conducting in good faith such discussions and negotiations as may be necessary or desirable to resolve amicably any difference or dispute which may arise between them.

# Transfer

### In consideration of the mutual promises in this deed the District/Zone will transfer the Assets to The Region Association and The Region Association agrees to accept the Assets from the District/Zone on the terms of this deed.

### The Region Association will take all such steps necessary to execute and lodge all necessary documents to effect the Transfer.

### From completion of the matters required by this deed the District / Zone:

#### expressly assigns to The Region Association all rights in all patterns, designs including fabric designs, computer files, contacts, photos, samples, fabric engineering, all intellectual property rights pertaining to the District/Zone (**DZ IP**);

#### waives all rights in, and to, and claims upon, all DZ IP and other property;

#### agrees to make no claim of ownership in or to any DZ IP or other property; and

#### will not disclose or use any DZ IP in the future without The Region Associations prior written approval.

### Each Party absolutely releases and forever discharges the other Parties from and against all claims, suits, demands, liabilities, actions, damages and costs of whatsoever kind and howsoever arising in any way relating to or arising out of the Transfer, which any Party has or may have had in the future against any other Party but for this Agreement (Claims).

### The Parties will not make any negative, derogatory, disparaging or defamatory comments whatsoever about each other.

### This deed will not in any way be construed as an admission by The District/Zone of any acts whatsoever against The Region Association. Each party specifically disclaims any liability to the other.

### Except by way of enforcement of this deed, this deed will operate as an absolute bar to all Claims threatened, brought or attempted to be brought by or in the name of any Party against any other Party.

# COMPLETION

This deed commences upon execution by all Parties and concludes upon completion of the Transfer.

# CONFIDENTIALITY

## Subject to clause 5(b), the Parties shall keep the terms of this deed confidential.

## A Party may disclose the terms of this deed that it thinks necessary to:

### any professional advisers, auditors, bankers, financial advisers and financiers, on receipt of an undertaking from that person to keep the terms of this deed confidential;

### comply with any law or requirement of any regulatory body (including any relevant stock exchange);

### any employee or any employee of any Related Body Corporate (as defined in the Corporations Act) to whom it is necessary to disclose the terms, on receipt of an undertaking from that person to keep the terms of this deed confidential; or

### any shareholder or affiliate of the Party, including any members, officers or councillors of a shareholder or affiliate of the Party, provided that the deed is not reproduced and distributed to such persons in part or in full; or

### any other person with the prior written consent of the other Party.

# ENTIRE AGREEMENT

### This deed contains the entire agreement between the Parties with respect to its subject matter. This deed sets out the only conduct relied on by the Parties and, to the full extent permissible by law, supersedes all earlier agreements made by or existing between the Parties with respect to its subject matter. Each Party acknowledges that but for the representation made by them in this clause, every other Party would not have executed this deed.

# ACKNOWLEDGEMENTS

The Parties acknowledge that they enter into this deed fully and voluntarily on their own information and investigation.

# STAMP DUTY AND COSTS

Each Party shall bear its own costs arising out of the preparation of this deed but the Company shall bear equally any stamp duty chargeable on this deed or the Transfer.

# FURTHER ASSURANCES

Each Party shall take all steps, execute all documents and do everything reasonably required by the other Parties to give effect to the transactions contemplated by this deed.

# AMENDMENT

This deed may be amended only by another deed executed by all Parties.

# ASSIGNMENT

The rights and obligations of each Party under this deed are personal. They cannot be assigned, charged or otherwise dealt with, and no Party shall attempt or purport to do so without the prior written consent of all the Parties.

# NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy under this deed will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

# COUNTERPARTS

This deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement.

# GOVERNING LAW

This deed is governed by the laws of New South Wales. The Parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

Signed by two directors OR one director and a secretary.

EXECUTED AS A DEED

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| **EXECUTED** by **Zone or District name** ABN XXXXXXX by being signed by: | )) |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Signature of director  |  | Signature of director/secretary |
|  |  |  |
|  |  |  |
|  |  |  |
| Name of director (please print) |  | Name of director/secretary (please print) |

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| --- | --- | --- |
| **EXECUTED** by Insert name Region Association Incby being signed by: | )) |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Signature of Management Committee Member  |  | Signature of director/secretary |
|  |  |  |
|  |  |  |
|  |  |  |
| Name of Management Committee Member (please print) |  | Name of director/secretary (please print) |

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