**SATC Clauses – Freehold.**

1. ***The following clauses must be formatted and inserted into the transfer deed.***

**Parties:**

THE SCOUT ASSOCIATION TRUST CORPORATION a charitable company limited by guarantee with registered company number 00295739 and registered charity number 306102 whose registered office is at Gilwell Park, Chingford, London E4 7QW (the Corporation) holding title as custodian trustee for the [FULL NAME OF GROUP/DISTRICT/COUNTY/] (the [Group]/[District]/[County])

**Recitals:**

The Group is a body formed and recognised by The Scout Association in accordance with its Policy, Organisation and Rules; and

This deed is supplemental to a Declaration of Trust made by the Corporation dated l6 June l982 (the Deed); and

The Corporation will hold the title as Custodian Trustee on behalf of the [Group]/[District]/[County].

**Liability:**

Corporation Liability

The Corporation holds title as custodian trustee on behalf of the [Group][District][County] and does not have responsibility for the performance of the covenants contained in this deed with such responsibility vesting in the trustees of the [Group]/[District]/[County].

The Corporation shall not be liable for breaches of any covenants contained in this deed but nothing herein contained shall affect any powers or remedies of the Seller in respect of any breach non-observance or non-performance of the said covenants.

Liability for breaches of the covenants in this deed will only accrue to such trustees who are appointed to the [Group]/[District]/[County] and serving as at the day of any breach or are serving at any time during the period of any continuing breach.

**Charities Clause:**

Charities Act 2011

The land transferred is held by The Scout Association Trust Corporation in trust for [Group]/[District]/[County], a non-exempt charity, and this transfer is not one falling within paragraph (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117-121 of that Act apply to the land.

**Restriction:**

The parties to this deed apply to enter the following standard form of restriction against the title of the Property:

No disposition by the proprietor of the registered estate to which sections 117 to 121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act, as appropriate.

1. ***Optional clause for the Group/District/County liability.***

This is a suggested clause and SATC does not insist that this clause be included in the documents. Liability is a matter for negotiation, and you should take separate independent legal advice regarding the matter in general and your scouting body’s liability under the documents. The Corporation accepts no liability and acts in the restricted capacity as a holding trustee. Accordingly, the usual buyer's liability remains as a matter between yourselves and the seller.

The Group/District/County’s Liability

The liability of the [Group][District][County] arising out of this deed or any matters connected with it (including any indemnity or guarantee) shall be limited to the value of the assets of the [Group][District][Council].

1. ***Execution Clause***

Executed as a deed by

THE SCOUT ASSOCIATION TRUST CORPORATION

acting by two directors

Signature of Director: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Director: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please send a copy of the drafts to the legal department at SATC before confirming to any other parties that the transaction documents are agreed.