

## The National Health Service Clinical Commissioning Groups (Transfer of Staff, Property, Rights and Liabilities to Integrated Care Boards) Scheme 2022

NHS England makes the following Staff, Property, Rights and Liabilities Transfer Scheme in exercise of the powers conferred by sections 14Z28(1), (6) to (8) and 272(7) and (8) of the National Health Service Act 2006 **(1)**.

Each Clinical Commissioning Group has completed the consultation in relation to the proposed constitution of the relevant Integrated Care Board with all relevant persons under section 14Z26(3) of the National Health Service Act 2006.

### **Citation, commencement and interpretation**

1. (1) This Scheme may be cited as the National Health Service Clinical Commissioning Groups (Transfer of Staff, Property, Rights and Liabilities to Integrated Care Boards) Scheme 2022 and comes into force on 1st July 2022.

(2) This Scheme is made in connection with the abolition of clinical commissioning groups **(2)**.

(3) In this Scheme—

“the 2006 Act” means the National Health Service Act 2006 **(3)**;

“the 2022 Act” means the Health and Care Act 2022 **(4)**;

“the 1996 Act” means the Employment Rights Act 1996 **(5)**;

“property” has the same meaning as in the 2006 Act and is anything of value, including contracts and agreements, and includes all other assets and property, whether tangible or intangible;

“the transferee” means, in relation to any transferor(s), the Integrated Care Board specified in column 2 of the Table in the Schedule to this Scheme as the relevant Integrated Care Board in relation to those transferors;

“the transferor” means a Clinical Commissioning Group referred to in column 1 of the Table in the Schedule to this Scheme;

“the transfer date” means 1st July 2022.

### **Transfer of staff**

2. (1) This paragraph applies in relation to any person who immediately before the transfer date is an employee of the transferor.

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(1) National Health Service Act 2006 c.41 (“the 2006 Act”), section 14Z28 was inserted by section 19 of the Health and Care Act 2022 (c.31).

(2) s.14Z27 of the 2006 Act, as inserted by section 19 of the Health and Care Act 2022.

(3) See footnote 1 above.

(4) Health and Care Act 2022 c.31 (“the 2022 Act”)

(5) Employment Rights Act 1996 c.18 (“the 1996 Act”)

- (2) Subject to sub-paragraph (5), any person to whom this paragraph applies is, on the transfer date, to be transferred to the employment of the transferee.
- (3) Subject to sub-paragraph (5) the contract of employment of a person to whom this paragraph applies—
  - (a) is not terminated by the transfer; and
  - (b) has effect on and after the transfer date as if originally made between that person and the transferee.
- (4) Without prejudice to sub-paragraph (3)—
  - (a) all the rights, powers, duties and liabilities of the transferor under, or in connection with, a contract to which sub-paragraph (2) applies, are transferred to the transferee on the transfer date; and
  - (b) any act or omission before the transfer date of or in relation to the transferor, in respect of that person or that person’s contract of employment, is on or after the transfer date deemed to have been an act or omission of or in relation to the transferee.
- (5) Sub-paragraphs (2) to (4) do not operate to transfer the contract of employment of a person to whom this paragraph applies, or any rights, powers, duties and liabilities under, or in connection with that contract, if, before the transfer date, that person informs the transferee or the transferor that they object to becoming employed by the transferee.
- (6) Where a person has objected as described in sub-paragraph (5), the transfer operates so as to terminate that person’s contract of employment with the transferor.
- (7) Subject to sub-paragraph (8), a person whose contract of employment is terminated in accordance with sub-paragraph (6) is not to be treated, for any purpose, as having been dismissed by the transferor.
- (8) Where the transfer involves or would involve a substantial change in the working conditions to the material detriment of a person whose employment is or would have transferred under sub-paragraph (2), that person may treat the contract of employment as having been terminated, and that person shall be treated for any purpose as having been dismissed by the employer.
- (9) No damages are payable by the employer as a result of a dismissal falling within sub-paragraph (8) in respect of any failure by that employer to pay wages to a person in respect of a notice period which the person has failed to work.
- (10) Sub-paragraphs (2), (3) and (5) to (8) are without prejudice to any right of a person arising apart from under this paragraph to terminate that person’s contract of employment without notice in acceptance of a repudiatory breach of contract by the employer.
- (11) For the purposes of sub-paragraphs (8) to (10), “employer” means either the transferor or transferee, as appropriate.

### **Transfer of property and liabilities to transferee**

3. (1) On the transfer date, all the property, rights and liabilities of the transferor, other than that transferred under paragraph 2 (staff transfer), are transferred to the transferee.
- (2) In sub-paragraph (1), “liabilities” includes the criminal liabilities of the transferor (6).

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(6) See s.14Z28(6) of the NHS Act 2006 (as amended by the Health and Care Act 2022)

### **Other conditions of transfer**

4. (1) This paragraph applies in relation to property which consists of land and buildings which is transferred under paragraph 3.
- (2) The transfer is subject to, and with the benefit of—
  - (a) any interest in the land which has been identified;
  - (b) any existing leases, tenancies and licenses and any rights of occupiers and their successors in respect of the land; and
  - (c) any other interest in, and matter affecting, the land.
- (3) The transferee in relation to any land or interest in land transferred under paragraph 3 must notify any beneficiaries of, and counterparties to, any leases, warranties or other agreements transferred to it of the assignment to it of transferor's interests in those leases, warranties or other agreements.
- (4) The notice requirements in sub-paragraph (3)—
  - (a) apply irrespective of any applicable notice provisions in those leases, warranties or other agreements; and
  - (b) override the application of any such notice provisions.

### **Third parties**

5. Insofar as this Scheme provides for the transfer—
  - (a) of land held on lease from a third party; or
  - (b) of any other asset leased or hired from a third party or asset in which a third party has an interest; or
  - (c) of land, the freehold of which is held, but which is subject to one or more restrictions on title in the proprietorship register requiring a consent or certificate from a third party (or conveyancer) or to protect a third party's interest,

the transfer is binding on the third party notwithstanding that, apart from this Scheme, it would have required the third party's consent or certificate (or a consent or certificate from a conveyancer) or their concurrence. Such consent or certificate or concurrence is deemed not required for such transfer to be effective and failure to obtain such a consent for the transfer shall be deemed not to be a breach of any requirement to do so.

### **Provision for continuity in exercise of functions**

6. In so far as it relates to the property, rights and liabilities transferring under this Scheme—
  - (1) anything done by or in relation to, and any application made by, or any authorisation or notice or direction given to or by, the transferor is deemed to have been done by or in relation to or made by or given to or by the transferee;
  - (2) any instrument made by the transferor continues in force in relation to the transferee until it is varied or revoked by the transferee;
  - (3) any form supplied by the transferor, or any form supplied by NHS England in relation to the transferor, continues to be a valid form in relation to the transferee until it is cancelled or withdrawn by NHS England or the transferee, as if any reference contained in that form to the transferor were a reference to the transferee;
  - (4) any reference to the transferor in any contract or agreement (whether written or not), instrument or other document in connection with any property, rights or liabilities transferred under this Scheme

is to be treated as a reference to the transferee or, as the case may be, transferees to whom that contract, agreement, instrument or other document is transferred; and

- (5) where the rights and liabilities under a contract or agreement are transferred by virtue of any provision of this Scheme on the transfer date, from a transferor to a transferee that contract or agreement is to continue to have effect as if it was originally entered into or agreed by the transferee.

#### **Modification of scheme**

7. (1) This Scheme may be modified after it comes into effect, but no later than 1 July 2023, in accordance with the following paragraphs.
  - (2) Any modification must be agreed by—
    - (a) NHS England;
    - (b) the transferee in respect of any property, rights or liabilities to which the modification relates; and
    - (c) any person other than NHS England or a transferee whose interests appear to NHS England to be interests that are or may be significantly affected by the modification.
  - (3) A modification may take effect on either —
    - (a) the transfer date; or
    - (b) the date of the modification agreement.

Signed by authority of NHS England

*Amanda Pritchard*  
Chief Executive of NHS England  
27 June 2022

### Schedule

<b>Relevant Clinical Commissioning Group [The Transferor]</b>	<b>Relevant Integrated Care Board [The Transferee]</b>
NHS Bedfordshire, Luton and Milton Keynes CCG	NHS Bedfordshire, Luton and Milton Keynes ICB
NHS West Essex CCG	NHS Hertfordshire and West Essex ICB
NHS East and North Hertfordshire CCG	
NHS Herts Valley CCG	
NHS Castle Point and Rochford CCG	NHS Mid and South Essex ICB
NHS Southend CCG	
NHS Basildon and Brentwood CCG	
NHS Mid Essex CCG	
NHS Thurrock CCG	
NHS Norfolk and Waveney CCG	NHS Norfolk and Waveney ICB
NHS Ipswich and East Suffolk CCG	NHS Suffolk and North East Essex ICB
NHS West Suffolk CCG	
NHS North East Essex CCG	
NHS North Central London CCG	NHS North Central London ICB
NHS North East London CCG	NHS North East London ICB
NHS North West London CCG	NHS North West London ICB
NHS South East London CCG	NHS South East London ICB
NHS South West London CCG	NHS South West London ICB
NHS Birmingham and Solihull CCG	NHS Birmingham and Solihull ICB
NHS Coventry and Warwickshire CCG	NHS Coventry and Warwickshire ICB
NHS Derby and Derbyshire CCG	NHS Derby and Derbyshire ICB
NHS Herefordshire and Worcestershire CCG	NHS Herefordshire and Worcestershire ICB
NHS East Leicestershire and Rutland CCG	NHS Leicester, Leicestershire and Rutland ICB
NHS Leicester City CCG	
NHS West Leicestershire CCG	
NHS Lincolnshire CCG	NHS Lincolnshire ICB

NHS Northamptonshire CCG	NHS Northamptonshire ICB
NHS Nottingham and Nottinghamshire CCG	NHS Nottingham and Nottinghamshire ICB
NHS Bassetlaw CCG	
NHS Shropshire, Telford and Wrekin CCG	NHS Shropshire, Telford and Wrekin ICB
NHS Cannock Chase CCG	NHS Staffordshire and Stoke-on-Trent ICB
NHS North Staffordshire CCG	
NHS East Staffordshire CCG	
NHS South East Staffordshire and Seisdon Peninsula CCG	
NHS Stafford and Surrounds CCG	
NHS Stoke-on-Trent CCG	
NHS North Lincolnshire CCG	
NHS Hull CCG	
NHS North East Lincolnshire CCG	
NHS East Riding of Yorkshire CCG	
NHS Vale of York CCG	
NHS North Yorkshire CCG	
NHS North Tyneside CCG	NHS North East and North Cumbria ICB
NHS Northumberland CCG	
NHS Newcastle Gateshead CCG	
NHS North Cumbria CCG	
NHS Sunderland CCG	
NHS South Tyneside CCG	
NHS County Durham CCG	
NHS Tees Valley CCG	
NHS Rotherham CCG	NHS South Yorkshire ICB
NHS Sheffield CCG	
NHS Barnsley CCG	

NHS Doncaster CCG	
NHS Kirklees CCG	NHS West Yorkshire ICB
NHS Calderdale CCG	
NHS Wakefield CCG	
NHS Leeds CCG	
NHS Bradford District and Craven CCG	
NHS Wirral CCG	NHS Cheshire and Merseyside ICB
NHS Knowsley CCG	
NHS Liverpool CCG	
NHS South Sefton CCG	
NHS Southport and Formby CCG	
NHS St Helens CCG	
NHS Halton CCG	
NHS Warrington CCG	
NHS Cheshire CCG	
NHS Manchester CCG	
NHS Heywood, Middleton and Rochdale CCG	
NHS Oldham CCG	
NHS Salford CCG	
NHS Stockport CCG	
NHS Trafford CCG	
NHS Wigan Borough CCG	
NHS Bolton CCG	
NHS Bury CCG	NHS Lancashire and South Cumbria ICB
NHS Greater Preston CCG	
NHS Chorley and South Ribble CCG	
NHS Blackpool CCG	
NHS Fylde and Wyre CCG	

NHS West Lancashire CCG	
NHS Morecambe Bay CCG	
NHS Blackburn with Darwen CCG	
NHS East Lancashire CCG	
NHS Oxfordshire CCG	NHS Buckinghamshire, Oxfordshire and Berkshire West ICB
NHS Buckinghamshire CCG	
NHS Berkshire West CCG	
NHS Frimley CCG	NHS Frimley ICB
NHS Hampshire, Southampton and Isle of Wight CCG	NHS Hampshire and Isle of Wight ICB
NHS Portsmouth CCG	
NHS Kent and Medway CCG	NHS Kent and Medway ICB
NHS Surrey Heartlands CCG	NHS Surrey Heartlands ICB
NHS Brighton and Hove CCG	NHS Sussex ICB
NHS East Sussex CCG	
NHS West Sussex CCG	
NHS Bath and North East Somerset, Swindon and Wiltshire CCG	NHS Bath and North East Somerset, Swindon and Wiltshire ICB
NHS Bristol, North Somerset and South Gloucestershire CCG	NHS Bristol, North Somerset and South Gloucestershire ICB
NHS Kernow CCG	NHS Cornwall and the Isles of Scilly ICB
NHS Devon CCG	NHS Devon ICB
NHS Dorset CCG	NHS Dorset ICB
NHS Gloucestershire CCG	NHS Gloucestershire ICB
NHS Somerset CCG	NHS Somerset ICB