



Unibank Act 1993

1993 CHAPTER xviii

2 Interpretation

(1) In this Act, unless the subject or context otherwise requires—

“appointed day” means such day as may, under section 3 (Appointed day) of this Act, be appointed for the purposes of this Act;

“A/S” means Unibank A/S;

“customer” includes any person having a bank account or other dealing, transaction, agreement or arrangement with A/S or, as the case may be, plc;

“enactment” means any enactment in this Act or in any general or local Act or in any order, rule or regulation made under any Act;

“excluded assets” means all property of whatever nature of plc identified as being excluded assets in a joint certificate given by or on behalf of plc and A/S at any time before the appointed day;

“excluded liabilities” means all liabilities of whatever nature of plc identified as being excluded liabilities in a joint certificate given by or on behalf of plc and A/S at any time before the appointed day and all liabilities of whatever nature of plc relating to an excluded asset;

“existing” means existing, outstanding or in force immediately before the appointed day;

“liabilities” includes duties and obligations of every description (whether present or future, actual or contingent);

“plc” means Unibank plc;

“property” means property and assets of every description (whether present or future, actual or contingent), and includes property and assets held on trust or in a fiduciary capacity and securities, rights, benefits and powers of every description;

“security” includes a mortgage or charge (whether legal or equitable), debenture, bill of exchange, promissory note, guarantee, lien, pledge (whether actual or constructive), hypothecation, assignment by way of security, indemnity, right of set off, undertaking or other means of securing payment or discharge of a debt or liability (whether present or future, actual or contingent);

Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.

“undertaking” means the business and all existing property and liabilities of whatever nature of plc, except excluded assets and excluded liabilities, but does not include documents required to be kept by plc pursuant to the provisions of the Companies Act 1985; and

“will” includes a codicil and any other testamentary writing.

- (2) Any reference in this Act to property or liabilities of plc is a reference to property or liabilities to which plc is for the time being entitled or subject (whether beneficially or in any fiduciary capacity), wherever such property or liabilities are situated or arise and whether or not capable of being transferred or assigned by plc and whether plc is entitled or subject to the property or liabilities under the law of any part of the United Kingdom or under the law of any country or territory outside the United Kingdom.