



Alliance & Leicester Group Treasury plc (Transfer) Act 2001

2001 CHAPTER i

5 Supplementary provisions

- (1) Without prejudice to the generality of the foregoing provisions but subject to any provision of this Act to the contrary effect, the following provisions of this section shall have effect in relation to the undertaking or any part thereof.
- (2) Every existing contract, dealing or transaction to which ALGT is a party (whether in writing or not) shall have effect on and from the appointed day as if—
 - (a) A&L had been party thereto instead of ALGT;
 - (b) for any reference (however worded and whether express or implied) to ALGT there were substituted, as respects anything falling to be done on or after the appointed day, a reference to A&L;
 - (c) any reference (however worded and whether express or implied) to the directors of ALGT or to any director, officer or employee of ALGT were, as respects anything falling to be done on or after the appointed day, a reference to the directors of A&L or, as the case may require—
 - (i) to such director, officer or employee of A&L as A&L may appoint for that purpose, or
 - (ii) in default of appointment, to the director, officer or employee of A&L who corresponds as nearly as may be to the first mentioned director, officer or employee; and
 - (d) where the contract relates to property or liabilities which are for the time being only partly vested in A&L, the contract, to the extent to which it is enforceable by and against ALGT, constituted two separate contracts—
 - (i) one of which is enforceable by and against A&L as regards the part of the property or liabilities so vested in it and not as regards the other part, and
 - (ii) the other of which is enforceable by and against ALGT as regards the part of the property or liabilities not so vested in A&L and not as regards the other part.

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- (3) Paragraphs (b) and (c) of subsection (2) above shall, on and from the appointed day, apply to any enactment other than the provisions of this Act and to any provision of any existing contract to which ALGT was not a party.
- (4) Paragraphs (a), (b) and (c) of that subsection shall, on and from the appointed day, apply to any provisions of any other existing document (not being a contract or a will) as they apply to a contract to which that paragraph applies.
- (5) Any account between ALGT and a customer shall, on the appointed day, become an account between A&L and the customer subject to the same conditions and incidents as theretofore; and such account shall be deemed for all purposes to be a single continuing account:

Provided that nothing herein shall affect any right of A&L or of the customer to vary the conditions or incidents subject to which any account is kept.

- (6) Any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to or by ALGT (whether in writing or not and whether or not in relation to an account) shall have effect, on and from the appointed day, as if given to or, as the case may be, by A&L.
- (7) Any negotiable instrument or order for payment of money drawn on or by, or given to, or accepted or endorsed by, ALGT, or payable at any place of business of ALGT, whether so drawn, given, accepted, endorsed or payable before, on or after the appointed day, shall have the same effect on and from that day—
 - (a) as if it had been drawn on or by, or given to, or accepted or endorsed by A&L; or
 - (b) (as the case may be) as if the place of business at which it is payable were a place of business of A&L.
- (8) The custody of any document or record, goods or other thing held by ALGT as bailee shall pass to A&L on the appointed day, and the rights and obligations of ALGT under any contract of bailment relating to any such document or record, goods or thing shall on that day become rights and obligations of A&L.
- (9)
 - (a) Any security held immediately before the appointed day by ALGT, or by a nominee or agent of or trustee for ALGT, as security for the payment or discharge of any liability shall, on and from that day,
 - (i) be held by A&L, or, as the case may require, by that nominee, agent or trustee for A&L, and
 - (ii) be available to A&L (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability.
 - (b) In relation to any security vested in A&L in accordance with the provisions of this Act and any liabilities thereby secured, A&L shall be entitled to the rights and priorities and be subject to the obligations and incidents to which ALGT would have been entitled and subject if it had continued to hold the security.
 - (c) Without prejudice to the generality of paragraph (b) above, in any case where any existing liability subsists between ALGT and A&L, in respect of which ALGT or A&L or a nominee or agent of or trustee for ALGT or A&L, holds security, that liability shall, for the purpose of enforcing or realising that security, be deemed to continue in effect notwithstanding the vesting in A&L of the undertaking of ALGT or any part thereof.

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- (d) Any security referred to in the foregoing provisions of this subsection which extends to future advances or liabilities shall, on and from the appointed day, be available to A&L (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and future liabilities to the same extent and in the same manner in all respects as future advances or liabilities were secured thereby immediately before that day.
- (10) Where by virtue of this Act any property or liability of ALGT becomes property or a liability of A&L—
- (a) A&L and all other persons shall, on and from the appointed day, have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that property or liability as if it had at all times been property or a liability of A&L; and
 - (b) any legal proceedings or application to any authority existing or pending immediately before the appointed day by or against ALGT may be continued by or against A&L.
- (11) Any judgment or award obtained by or against ALGT and not fully satisfied before the appointed day shall on that day, to the extent to which it is enforceable by or against ALGT, become enforceable by or against A&L.
- (12) The Data Protection Commissioner may, on and from the appointed day, serve on A&L any notice under section 40 of the Data Protection Act 1998 (c. 29) which he could have served on ALGT in respect of a breach by ALGT of the data protection principles.
- (13) The vesting in A&L by this Act of the undertaking (and any disclosure to A&L of any information in contemplation or as a result thereof) shall not amount to a breach of any duty of confidentiality to which ALGT is subject immediately before the appointed day or to a contravention by A&L or ALGT of the data protection principles.