

**Clinical Commissioning Group  
Governing Body  
Paper Summary Sheet  
Date of Meeting: 2 April 2013**

For: Decision  Discussion  Noting

<b>Agenda Item and title:</b>	<b>GOV/13/04a/06 Transfer Schemes from Wiltshire PCT to Wiltshire CCG</b>
<b>Author:</b>	Rob Hayday, Head of Project Management
<b>Lead Director/GP from CCG:</b>	Debbie Fielding, Accountable Officer
<b>Executive summary:</b>	<p>As part of the NHS reforms Wiltshire PCT will cease to exist from 31 March 2013. Its affairs will transfer to different NHS bodies, one of which will be Wiltshire CCG now that it is authorised.</p> <p>The PCT Transition team has been working on the arrangements for PCT close-down which include the production of the Transfer schemes which detail the assets and liabilities which transfer to relevant organisations. Members of the CCG have been involved in this work and the Governing Body has received updates while operating in shadow form.</p> <p><b>The Governing Body is asked to approve the transfer schemes and delegate the authority to the Chair and Accountable Officer to sign to confirm acceptance once the final documents are received from the Department of Health.</b></p>
<b>Evidence in support of arguments:</b>	Not applicable.
<b>Who has been involved/contributed:</b>	All members of the PCT Transition Group which included CCG staff.
<b>Cross Reference to Strategic Objectives:</b>	Delivering Reform.

<b>Engagement and Involvement:</b>	The PCT Board which meets in public has received papers about the transfer schemes. There has been no direct involvement with the public.
<b>Communications Issues:</b>	Where necessary details in the transfer schemes have been anonymised to protect the identity of individuals.
<b>Financial Implications:</b>	Financial allocations have been made to organisations receiving assets and liabilities as part of the PCT transition.
<b>Review arrangements:</b>	Legal provision is made in the transfer schemes which allow further changes to be made through the Legacy Team.
<b>Risk Management:</b>	The CCG has been involved with the PCT Transition Team and assisted with the production of the transfer schemes. Legal provision is made in the transfer schemes which allow further changes to be made through the Legacy Team.
<b>National Policy/ Legislation:</b>	This process is being run in accordance with the guidance issued by the Department of Health "Handover and Closedown Guidance" dated 25 October 2012.
<b>Equality &amp; Diversity:</b>	No direct impact arising from this paper.
<b>Other External Assessment:</b>	All close down procedures are being monitored and assured by the SHA and DoH.
<b>Next steps:</b>	Once the assets and liabilities are transferred the CCG will make arrangements for these to be managed appropriately.

## 1 PURPOSE

The purpose of this report is to present the transfer schemes which which the CCG will receive and must accept from the PCT as part of the NHS reforms.

## 2. BACKGROUND

The Governing Body, operating in shadow form, has previously received papers on the Transfer scheme and the work that the PCT Transition team along with CCG staff have been undertaking to complete the transfer of assets and liabilities to receiving organisations. The CCG is a receiving organisation.

## 3. TRANSFER PROCESS

The draft content for the Wiltshire transfer scheme was submitted by the PCT on 24 January as instructed by the Department of Health (DoH) (copied to Wiltshire CCG). Due diligence was carried out by CCG members and subsequent discussions with all receivers have highlighted a number of changes. These have been incorporated and Wiltshire CCG has confirmed its endorsement of the process and the content of the draft transfer schemes.

The final draft Transfer schemes have been sent by the PCT to the DoH for processing into the formal transfer schemes, signed by the Secretary of State, that receiving organisations must sign for and enact. These formal transfer schemes have yet to be received by the PCT however, under delegated authority from the PCT Board (and on instruction from the DoH) the PCT Chair and CEO have signed the final draft transfer schemes a copy of which is attached in several parts to this paper.

It is not known when the DoH will return the formal transfer schemes to the PCT/CCG.

## 4. TRANSFER OF PROPERTY

All property related issues have followed a centralised DoH process which required the compilation of a comprehensive property list, including legal charges and property contracts. These have been derived from past and present legal documentation held by PCTs' solicitors and compared with the DoH central records. These property lists have reached a position where the latest upload was 6 March 2013 and is expected to be the final iteration. In September 2012 the Board received and approved the list of properties to be transferred to either Great Western Hospitals NHS Foundation Trust or NHS Property Services Ltd. The properties were allocated on the basis that they were deemed 'critical clinical infrastructure' and offered to the Service Provider as long as they were more than 50% occupied by them.

## 5. TRANSFER PROCESS FOR HUMAN RESOURCES

All transfer processes managed via PCT Human Resources met the requirements as described below:

- All matching, and redeployment activity has been completed within the required timescales and without any resulting formal grievance. .
- All PCT close down requirements of the human resources function are complete and all due diligence information including payroll, provided to receiver organisations to meet their time requirements.
- As part of the transfer process the Staff Transfer lists are now in “lockdown” with any changes required to be submitted via a formal change approval form.

## 6. QUALITY AND SAFETY

Quality handover will be conducted at the Joint PCT Board meeting on Wed 13 March and a copy of the Quality and Safety handover document has been distributed to all new receivers including the CCG.

## 7. RECOMMENDATION

The Governing Body is asked to approve the transfer schemes in their final draft form and delegate the authority to the Chair and Accountable Officer to sign to confirm acceptance once the formal documents, signed by the Secretary of State are received from the Department of Health

## **APPENDIX 1**

### **NATIONAL HEALTH SERVICE, ENGLAND**

#### **TRANSFER SCHEMES**

#### **The Health and Social Care Act 2012 Wiltshire Primary Care Trust Property Transfer Scheme 2013**

The Secretary of State makes the following Property Transfer Scheme, in exercise of the powers conferred by section 300(1) and (2) and 301(1) to (3), (4) and (6) of, the Schedule 22 to, the Health and Social Care Act 2012(a).

#### **PART 1**

##### **General**

##### **Citation, commencement and application**

1.—(1) This Scheme may be cited as the Health and Social Care Act 2012 Wiltshire Primary Care Trust Property Transfer Scheme 2013 and comes into effect on 1st April 2013.

(2) This Scheme is made in connection with the abolition of the Wiltshire Primary Care Trust(b).

(3) This Scheme does not transfer any rights or liabilities under or in connection with a contract of employment.

##### **Interpretation: general**

2.—(1) In this Scheme—

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

“the Board” means the National Health Service Commissioning Board(d);

“intellectual property” includes any or all of the following—

- (a) proprietary inventions (whether patentable or not) and proprietary information, technical data and any related documentation;
- (b) non-public or confidential information, including data bases and data collection, and all associated rights whether relating to the use and disclosure of such information by any person or otherwise;
- (c) works of authorship (including computer programs), manuals, documentation, files, records, reports and hardware development tools;

---

(a) 2012 c.7

(b) Section 34 of the Health and Social Care Act 2012 (“the 2012 Act”) makes provision for the abolition of Primary Care Trusts.

(c) 2006 c.41.

(d) The National Health Service Commissioning Board is established under section 1H of the National Health Service Act 2006 as inserted by section 9 of the 2012 Act.

- (d) domain names and websites; and
- (e) any property which is similar or equivalent in nature to any of the matters specified in paragraphs (a) to (d);

“land” means any land and buildings, including any part of such land and buildings, and any plant and other items affixed to it (excluding IT infrastructure);

“IT” means information technology;

“NHS contract” means an arrangement under section 9 of the 2006 Act;

“the NHS Litigation Authority” means the Special Health Authority known as the National Health Service Litigation Authority<sup>(a)</sup>

“property” includes—

- (a) land (or any interest in land) and buildings;
- (b) assets (whether tangible or intangible);
- (c) contracts and other agreements or arrangements; and
- (d) intellectual property;

“Property Schedule” means the schedule of property, rights and liabilities set out in Schedule 2 to this Scheme;

“record” includes material in whatever form or medium which conveys, or is capable of conveying, information inclusive of data;

“Secretary of State” means the Secretary of State for Health;

“the transfer date” means 1st April 2013;

“transferor” means the Wiltshire Primary Care Trust;

“transferee”, other than in Part 2 and except as provided in paragraph 16(2) to (4), means—

- (a) in relation to any property and associated rights or liabilities which are identified in Column 1 of a table in the Property Schedule, a person or body specified as the transferee in the corresponding entry in Column 4, 5 or 6 of that table, as the case may be, in relation to that property or those rights or liabilities; and
- (b) in the case of any other property, rights or liabilities, the person or body specified in this Scheme as the person or body to whom that property or those rights or liabilities are to be transferred.

(2) Any references in this Scheme to the transfer of property include references to the grant of a lease.

## PART 2

### Transfer of property: Land and buildings

#### Interpretation

3.—(1) In this Part—

“competent authority” means a person or body with power to dissolve the transferee;

“disposition” means a disposition of land of any kind by whatever means whether directly or indirectly and whether by one or more transactions of any interest of the transferee in the land or the capital value of its interest in the land including—

- (a) a legal or equitable conveyance or transfer of a freehold interest (or, if the title to the land is leasehold, a transfer or assignment of the leasehold interest);
- (b) the grant of a lease (or, if the title to the land is leasehold, the grant of a sublease);

---

(a) The National Health Service Litigation Authority was established by S.I. 1995/2800.

- (c) a grant of a right to occupy;
  - (d) a mortgage or charge; and
  - (e) any combination of the above,
- and “dispose of” or “disposal” is to be construed accordingly;
- “LIFT” means Local Improvement Finance Trust(a);
- “LIFT contract” has the meaning given in paragraph 5(2);
- “LIFT interest” is to be construed in accordance with paragraph 6(1);
- “LIFT property” is to be construed in accordance with paragraph 4(2);
- “liquidator” means a receiver appointed under section 101 of the Law of Property Act 1925(b) (powers incident to estate or interest in mortgage) and any trust special administrator appointed pursuant to Chapter 5A of Part 1 of the 2006 Act (trust special administrators: NHS Trusts and NHS foundation trusts) or any administrator appointed by whatever means to manage the property of the transferee;
- “NHS body” means an NHS body within the meaning of the 2006 Act;
- “the proprietorship register” means the register of title kept under the Land Registration Act 2002(c);
- “transferee” means —
- (a) in a case where—
    - (i) any property identified in Column 1 of a table in Part 1 or Part 2 of the Property Schedule is transferred under paragraphs 4 to 6, or
    - (ii) any property is transferred under paragraph 7,
      - Community Health Partnerships Limited(d), a company formed under section 223 of the 2006 Act (public private partnerships);
  - (b) in a case where any property identified Column 1 of a table in Part 1 or 2 of the Property Schedule is transferred under paragraphs 8 or 11 to 14 to an NHS trust or an NHS foundation trust, that NHS trust or NHS foundation trust and its statutory successor at any point in time, including where that NHS trust is subsequently authorised as an NHS foundation trust under section 35 of the 2006 Act (authorisation of NHS foundation trusts), the statutory successors of that NHS foundation trust; or
  - (c) in any other case where property identified in Column 1 of a table in Part 1 or 2 of the Property Schedule is transferred under paragraphs 8 or 11 to 14 to—
    - (i) NHS Property Services Limited(e), a company formed under section 223 of the 2006 Act, or
    - (ii) the Secretary of State,
      - the recipient of that property.

- 
- (a) A Local Improvement Finance Trust is a public private partnership between a Primary Care Trust (and sometimes other local public bodies), the Department of Health (through its company known as Community Health Partnerships Limited) and the private sector, approved by the Secretary of State, whereby a company is formed under the Companies Acts to pursue estate developments and arrangements for the purpose of improving primary care facilities and services in the area designated as LIFT by the Secretary of State.
  - (b) 1925 c.20. Section 101 was amended by the Commonhold and Leasehold Reform Act 2002 (c.15), section 68 and Schedule 5, paragraph 2.
  - (c) 2002 c.9.
  - (d) Community Health Partnerships Limited is a company registered in England and Wales with company number 04220587. The company is to be treated as a company formed under section 223 of the 2006 Act by virtue of provision in paragraph 1 of Schedule 2 to the NHS (Consequential Provisions) 2006 (c.43) pursuant to which a reference in any enactment to section 223 of the 2006 Act (a consolidating Act) is to be treated as including a reference to section 96C of the National Health Service Act 1977 which is the corresponding provision in that Act.
  - (e) NHS Property Services Limited is a company registered in England and Wales with company number 7888110.

#### **Transfer of LIFT Property and related rights and liabilities**

4.—(1) This paragraph, and paragraphs 6 and 7, apply only where, and to the extent that, any property held by the transferor immediately before the transfer date consists of property to which sub-paragraph (2) applies.

(2) This sub-paragraph applies to property consisting of—

- (a) land or any interest in land identified in Column 1 of Table 1 in Part 1 of the Property Schedule (Property: Freehold, Leasehold, Licence) which is described as freehold or leasehold LIFT property; and
- (b) any rights to shares and loan notes or other sub-debt in the company known as **[INSERT NAME OF LOCAL LIFT COMPANY]** and registered in England and Wales with company number **[INSERT]**, or any subsidiary of that company, [which is identified as an asset in Column 1 of the table in Part 5 of the Property Schedule.]

(3) Any property to which this paragraph applies which is held by the transferor immediately before the transfer date is, on the transfer date, to transfer to Community Health Partnerships Limited.

(4) Any rights which the transferor has, immediately before the transfer date, in relation to any property to which this paragraph applies are, on the transfer date, to transfer to Community Health Partnerships Limited.

(5) Any liabilities which the transferor has, immediately before the transfer date, in relation to any property to which this paragraph applies are, on the transfer date, to transfer to Community Health Partnerships Limited.

(6) The transfer of any property, rights or liabilities under this paragraph is subject to the conditions specified in paragraph 6(2).

#### **Transfer of LIFT contracts and other documents**

5.—(1) This paragraph applies in respect of the transfer of any LIFT contract or any deed of title to LIFT property consisting of land or an interest in land held by the transferor immediately before the transfer date

(2) For the purposes of this paragraph, “a LIFT contract” is any contract or agreement to which the transferor is a party which relates to the transferor’s participation in **[INSERT NAME OF LIFT FOR LOCALITY]** including—

- (a) the Strategic Partnering Agreement;
- (b) the Shareholder’s Agreement;
- (c) any Land Retained Agreement;
- (d) any Funder’s Direct Agreement;
- (e) any Intercreditor Deed;
- (f) any Independent Tester or Independent Certifier’s Appointment; or
- (g) any warranties or direct agreements.

(3) Any LIFT contract held by the transferor immediately before the transfer date which is identified in Column 1 of the table in Part 2 of the Property Schedule (property related contracts and agreements) is, on the transfer date, to transfer to Community Health Partnerships Limited [as a successor in LIFT].

(4) The transfer is, in the case of a LIFT contract, subject to any conditions specified in the corresponding entry in Column 4 of the table in Part 2 in relation to that LIFT contract.

(5) Any rights which the transferor has, immediately before the transfer date, in relation to a contract, agreement or other document to which this paragraph applies are, on the transfer date, to transfer to Community Health Partnerships Limited.



(6) Any liabilities which the transferor has, immediately before the transfer date, in relation to a contract, agreement or other document to which this paragraph applies are, on the transfer date, to transfer to Community Health Partnerships Limited.

(7) Where a contract, agreement, lease, deed or other document of title (“a relevant document”) to which this paragraph applies is transferred to Community Health Partnerships Limited and—

- (a) contains any provisions which apply or otherwise refer to—
  - (i) an NHS body, or
  - (ii) a Public Sector Body as defined in the relevant document; or
- (b) contains any references to health services provided by the Tenant,

the transfer is, for the purposes of the application of those provisions or those references on or after the transfer date, subject to the condition that Community Health Partnerships Limited is also to be regarded as an NHS body or a Public Sector Body or, as the case may be, is to be treated as if it were a provider of health services for those purposes.

(8) The transfer under this paragraph of any loan agreement entered into by the transferor is subject to the conditions specified in paragraph 6(4).

### **LIFT Property: other conditions of transfer**

**6.—**(1) Where, under paragraph 4, any freehold or leasehold interest in land or any shares (each a “LIFT interest”) are transferred to Community Health Partnerships Limited, the transfer is subject to conditions specified in sub-paragraph (2).

(2) The conditions specified in this sub-paragraph are as follows—

- (a) for the purposes of corporation tax treatment, Community Health Partnerships Limited is to be treated as having acquired each LIFT interest on the date on which the transferor (or any statutory predecessor of the transferor) acquired that LIFT interest;
- (b) where Community Health Partnerships Limited makes a disposal of any LIFT interest, any expenditure that has, prior to the transfer date, been incurred by the transferor and which would, if such disposal had been made by the transferor prior to the transfer date, have been allowable as a deduction when computing the chargeable gain or allowable loss by virtue of section 38 of the Taxation of Chargeable Gains Act 1992 (acquisition and disposal costs etc.)(a), is to be treated as though such expenditure had been incurred by Community Health Partnerships Limited;
- (c) for the purposes of paragraph (b) only, it is to be presumed that the transferor would be liable to corporation tax on chargeable gains if the transferor were to sell a LIFT interest; and
- (d) neither the transfer of any LIFT interest nor anything done by virtue of any provision of this Scheme is to be regarded as a scheme or arrangement for the purposes of section 30 of the Taxation of Chargeable Gains Act 1992 (tax-free benefits)(b).

(3) Where, under paragraph 4, the transferor’s interest in any loan agreement is transferred to Community Health Partnerships Limited, the transfer is subject to the conditions specified in sub-paragraph (4).

(4) The conditions specified in this sub-paragraph are as follows—

- (a) the transferor and Community Health Partnerships Limited are to be treated as if they were members of the same group as at the transfer date so that section 340(4) of the Corporation Taxes Act 2009 (group transfers and transfers of insurance business: transfer at notional carrying value)(c) is to apply;

---

(a) Section 38 was amended by the Finance Act 2003 (c.14), Schedule 10, paragraph 5.

(b) Section 30 was amended by the Finance Act 1996 (c.8), Schedule 20, paragraphs 46 and 47, and by the Finance Act 2011 (c.11), Schedule 9, paragraph 1.

(c) Section 340 was amended by the Taxation (International and Other Provisions) Act 2012 (c.8), Schedule 8, paragraphs 123 and 126.

- (b) for the purposes of section 340 of the Corporation Taxes Act 2009, the notional carrying value of each loan is, at the transfer date, to be its outstanding undiscounted value;
- (c) for the purposes of paragraph (b) only, the transferor is to be deemed to be within the charge to corporation tax as defined by section 336(2)(b) of the Corporation Taxes Act 2009 (transfer of loans on group transactions)(a); and
- (d) for the purposes of section 344 of the Corporation Taxes Act 2009 (introduction), such transfer is not to be treated as a case within section 336 of that Act.

(5) The transferee in relation to any LIFT property or LIFT contract 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.

(6) The notice requirements in sub-paragraph (5)—

- (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.

### **Transfer of residual LIFT Property, Lift Contracts, rights and liabilities**

7.—(1) This paragraph applies to any property—

- (a) which is LIFT property or a LIFT contract;
- (b) which is not identified in a table in Part 1 of the Property Schedule; and
- (c) in respect of which provision has not been made in paragraphs 4 to 6.

(2) Any property to which this paragraph applies which is held by the transferor immediately before the transfer date is, on the transfer date, to transfer to Community Health Partnerships Limited.

(3) Any rights or liabilities which the transferor has immediately before the transfer date in relation to any property transferred under this paragraph are, on the transfer date, to transfer to Community Health Partnerships Limited.

### **Transfer of other specified property, rights and liabilities**

8.—(1) This paragraph applies to any property consisting of—

- (a) land or any interest in land identified in Column 1 of Table 1 in Part 1 of the Property Schedule (Property: Freehold, Leasehold, Licence) to which paragraphs 4 to 7 of this Part do not apply;
- (b) a legal charge identified in Column 1 of Table 2 in Part 1 of the Property Schedule.

(2) Any property to which this paragraph applies which is held by the transferor immediately before the transfer date is, on the transfer date, to transfer—

- (a) in the case of property referred to in sub-paragraph (1)(a), to the transferee identified in the corresponding entry in Column 6 of the relevant table in relation to that property; and
- (b) in the case of property referred to in sub-paragraph (1)(b), to the transferee identified in the corresponding entry in Column 5 of the relevant table in relation to that property.

(3) Any rights which the transferor has, immediately before the transfer date, in relation to any property to which this paragraph applies are, on the transfer date, to transfer to the transferee identified in the corresponding entry in the relevant table in Part 1 of the Property Schedule in relation to that property.

(4) Any liabilities which the transferor has, immediately before the transfer date, in relation to any property to which this paragraph applies are, on the transfer date, to transfer to the transferee

---

(a) Section 336 was amended by the Finance Act 2012 (c.14), Schedule 16, paragraph 148.

identified in the corresponding entry in the relevant table in Part 1 of the Property Schedule in relation that property.

### **Conditions on transfer on use of land**

**9.**—(1) This paragraph applies where, under paragraph 8, property consisting of land or any interest in land which is identified in Column 1 of Table 1 in Part 1 of the Property Schedule (Property: Freehold, Leasehold, Licence) is transferred to an NHS trust or to an NHS foundation trust.

(2) The transfer is subject to the provisions of this paragraph and of Schedule 1.

(3) The transferee must take all reasonable steps to ensure that any person or body providing services under the 2006 Act which occupy, use, or have any other interest in, the land at the transfer date may continue to occupy or use the land or have such interest in the land.

(4) The transferee, or, where a liquidator is appointed in respect of the transferee, the liquidator, must, subject to sub-paragraphs (8), (11) and (13), transfer the land free from financial encumbrances, together with any rights or liabilities under or in connection with a contract or other agreement relating to the land transferred, to the Secretary of State or to such person as the Secretary of State may nominate, for nil consideration, in the following circumstances—

- (a) a liquidator has been appointed in respect of the transferee;
- (b) the land, or any part of it, is no longer being used for the purposes of providing services under the 2006 Act;
- (c) the Secretary of State or other competent authority has made a final decision to dissolve the transferee;
- (d) any NHS contracts or other contracts held by the transferee under which the transferee provides services under the 2006 Act are terminated or expire without being renewed or there being an intention to renew;
- (e) the transferee resolves or decides to dispose of the transferee's interest in the land, or any part of it;
- (f) the land was transferred to an NHS foundation trust under paragraph 8 which, by 1st October 2013, has not obtained the necessary approvals and risk ratings from Monitor<sup>(a)</sup> to enable the land to be transferred to it;
- (g) the land was transferred to an NHS trust or NHS foundation trust under paragraph 8, that land forms part of a larger site comprised within the single legal title and approval to subdivide the site has not been obtained from the Secretary of State;
- (h) the land was transferred to an NHS trust or NHS foundation trust under paragraph 8 and approval to transfer the land was obtained from the Secretary of State based on incorrect or misleading information provided to the Secretary of State or is otherwise transferred to an NHS trust or NHS foundation trust in error; or
- (i) where there has been a breach of any provisions of this Scheme.

(5) Where sub-paragraph (4) applies and land is transferred to the Secretary of State or to a person nominated by the Secretary of State (“the nominee”), the Secretary of State may also require the transfer to the Secretary of State or to the nominee, for nil consideration, of such assets as are associated with that land as the Secretary of State may reasonably determine which have been transferred under or by virtue of any provision in Part 5 of this Scheme (transfer of assets).

(6) The transferee must notify the Secretary of State of the occurrence of any of the circumstances specified in sub-paragraph (4)(a) to (i) as soon as practicable after they have arisen and, subject to sub-paragraphs (8), (11) and (13)—

- (a) the transfer must occur as soon as practicable thereafter; and

---

(a) Monitor, formerly known as the Independent Regulator of NHS Foundation Trusts, is the body corporate continued in existence by section 61 of the 2012 Act.

- (b) the right of the Secretary of State to have the land transferred back is to take priority over any competing rights in the land but is to remain subject to any such rights.
- (7) Where there is a transfer to the Secretary of State pursuant to sub-paragraph (4)—
- (a) the transferee's public dividend capital is to be treated as being repaid to the net book value of the land at the date of the transfer to the Secretary of State; or
  - (b) in the event the net book value of the land as at the transfer to the Secretary of State is greater than its net book value as at the transfer date, the Secretary of State may require the transferee to repay public dividend capital in an amount representing the difference.
- (8) If the Secretary of State is of the opinion that the land should remain with the transferee and should not be transferred under sub-paragraph (4), the Secretary of State may refuse to accept the transfer.
- (9) In the event that the Secretary of State refuses the transfer under sub-paragraph (8) the transferee or a liquidator may dispose of the land in accordance with Schedule 1 and the Secretary of State may elect either that the provisions of that Schedule—
- (a) are not to apply with respect to a successor in title to the land; or
  - (b) are to apply with respect to the successor in title to the land.
- (10) If in accordance with sub-paragraph (9)(a) the provisions of Schedule 1 are not to apply against a successor in title, the provisions of the following paragraphs of that Schedule are deemed not to apply—
- (a) paragraph (b) of the definition of Termination Date;
  - (b) the definition of transferee; and
  - (c) paragraphs 2(2)(b), 7 and 8(a)(iii).
- (11) Notwithstanding the provisions in sub-paragraph (8), the Secretary of State may waive the obligation on the part of the transferee in sub-paragraph (4) in the following circumstances—
- (a) where part, or parts, of the land are not being used to provide services under the 2006 Act;
  - (b) where there has been a breach of any provisions of this Part;
  - (c) where a NHS contract or other contract held by the transferee under which the transferee provides services under the 2006 Act is terminated or expires without being renewed but where the transferee still retains other such contract or contracts;
  - (d) the land forms part of a larger site comprised within a single legal title and approval to subdivide the land was not obtained from the Secretary of State; or
  - (e) where approval to the transfer is given by the Secretary of State based on incorrect or misleading information or is otherwise transferred in error.
- (12) Where under sub-paragraph (11), the Secretary of State waives the obligation on the transferee in sub-paragraph (4), the land will remain with the transferee at least until such time as there is a further occurrence of any of the circumstances set out in sub-paragraph (4)(a) to (i).
- (13) The following dispositions are not to be treated as dispositions for the purposes of sub-paragraph (4)(e)—
- (a) a disposition to a statutory body or service supply company if for the purpose of an electricity substation, gas governor, sewage pumping station, water pumping station or other utility services which have been or are to be constructed or installed in or upon the land;
  - (b) a lease or tenancy conferring no security of tenure for a term of three years or less which is not granted at a premium;
  - (c) a license to occupy terminable upon three months notice conferring no security of tenure;
  - (d) a disposition entered into by the transferee for the purpose of complying with its obligations under paragraph 9(3);

- (e) a mortgage or charge of the land to which the Secretary of State has provided written consent;
  - (f) a transfer of part of the land to which the Secretary of State has provided written consent; or
  - (g) any other disposition to which the Secretary of State has provided written consent.
- (14) The transferee—
- (a) must, within 28 days of the transfer to it of the land, apply to the Land Registry for the registration of the transferee’s title to the land subject to the provisions set out in Schedule 1 and must simultaneously apply to the Land Registry for the entry of—
    - (i) an agreed notice to protect the interest of the Secretary of State under sub-paragraph (4), and
    - (ii) a restriction in the proprietorship register (under section 43(1)(a) of the Land Registration Act 2002<sup>(a)</sup> (applications)) in Form N, as prescribed by Rule 91 of, and Schedule 4 to, the Land Registration Rules 2003<sup>(b)</sup> (standard forms of restriction), in the following terms—
 

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without written consent signed by the Secretary of State for Health of Richmond House, 79 Whitehall, London SW1A 2NS or his conveyancer.”;
  - (b) must take any further steps required to ensure that the agreed notice and restriction referred to in sub-paragraph (a) are entered on the proprietorship register;
  - (c) must provide the Secretary of State with confirmation of the entry of the agreed notice and the restriction referred to in paragraph (a) as soon as practicable after it receives notification of the same from the Land Registry;
  - (d) in the event that it has not registered the restriction referred to in paragraph (a), is to be deemed to have consented to the entering in the proprietorship register of the restriction referred to in paragraph (a) by the Secretary of State (under section 43(1)(b) of the Land Registration Act 2002 (applications));
  - (e) must not, without the prior written consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) the restriction entered in the proprietorship register in accordance with paragraphs (a) and (b); and
  - (f) must throughout its ownership of the land keep it in a state of repair and condition consistent with the use of the land for the provision of services under the 2006 Act.
- (15) Where the land is leasehold the transferee must—
- (a) not enter into any renewal lease of the land without the written consent of the Secretary of State and, as a condition of providing consent, the Secretary of State will require the transferee to provide a deed of covenant in the Secretary of State’s favour in which the transferee covenants to comply with the provisions of paragraph 9 and Schedule 1;
  - (b) not refuse or otherwise elect not to take a renewal lease of the land without first notifying the Secretary of State and offering to assign or transfer the lease to the Secretary of State or a person nominated by the Secretary of State;
  - (c) not exercise any break right in the lease of the land without first offering to assign or transfer the lease to the Secretary of State or a person nominated by the Secretary of State;
  - (d) comply with the tenant covenants in the lease of the land, promptly giving to the Secretary of State notice of any breaches of such covenants notified to it, giving the Secretary of State the option to remedy any such breaches and reimbursing the Secretary

---

(a) 2002 c.9.

(b) S.I. 2003/1417. Rule 91 was amended by S.I.2005/1766, rule 3.

of State or a person nominated by the Secretary of State the full cost incurred by or on the Secretary of State's behalf in remedying such breaches.

(16) The transferee—

- (a) must, in respect of sub-paragraph (15)(b), give the Secretary of State at least four months prior written notice of the lease expiry date in order for the Secretary of State to determine whether the Secretary of State, or a person nominated by the Secretary of State, will take an assignment or transfer of the lease and for such an assignment or transfer to be completed;
- (b) must, in respect of sub-paragraph (15)(c), give the Secretary of State written notice of the intention to exercise a lease break right at least four months prior to the last date for serving a notice to break in respect of the relevant break date, such notice to contain details of the break date, the date by which the break notice must be served and confirmation that the transferee wishes to exercise the break; and
- (c) may only exercise the lease break if the Secretary of State has not indicated an intention for the Secretary of State, or a person nominated by the Secretary of State, to take a transfer or assignment of the lease two weeks prior to the last date for serving notice to break the lease.

(17) The transfer of any property to the Secretary of State to which this paragraph applies is to be made—

- (a) irrespective of any requirement for consent that would otherwise apply (whether arising under any enactment, instrument, agreement or otherwise); and
- (b) whether or not that property would otherwise be capable of being transferred.

#### **Other conditions of transfer**

**10.—**(1) This paragraph applies in relation to property which consists of land and buildings identified in Column 1 of Table 1 in Part 1 of the Property Schedule (Property: Freehold, Leasehold, Licence) which is transferred under paragraph 4 or 8.

(2) The transfer is subject to, and with the benefit of—

- (a) any interest in the land which is identified in the corresponding entry in Column 4 of Table 1 in Part 1 of the Property Schedule;
- (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) Where the transferee in relation to any land or interest in land transferred under paragraph 8 is NHS Property Services Limited, the transferee may enter into or grant such lease, tenancy, license, memorandum of occupation or other occupational agreement or arrangement as they may reasonably require or agree without the requirement to obtain any consent that would otherwise be required provided such lease, tenancy, license memorandum of occupation or other occupational agreement is entered into with or granted in favour of—

- (a) an NHS body;
- (b) a public authority within the meaning of section 300(9) of the Health and Social Care Act 2012(a); or
- (c) any other provider of services for the purposes of the health service(b).

(4) The transferee in relation to any land or interest in land transferred under paragraph 8 must notify any beneficiaries of, and counterparties to, any leases, warranties or other agreements

---

(a) 2012 c.7.

(b) Section 275(1) of the 2006 Act defines "the health service" as the health service continued under section 1(1) of the 2006 Act and under section 1(1) of the National Health Service (Wales) Act 2006 (c.42).

transferred to it of the assignment to it of transferor's interests in those leases, warranties or other agreements.

- (5) The notice requirements in sub-paragraph (4)—
  - (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.

### **Transfer of other related contracts and agreements**

**11.**—(1) This paragraph applies to any contract or agreement which relates to any property transferred under paragraph 8, other than a clinical contract within the meaning of paragraph 15(1), which is identified in Column 1 of the table in Part 2 of the Property Schedule (property related contracts and agreements).

(2) Any rights which the transferor has, immediately before the transfer date, in relation to any contract or agreement to which this paragraph applies are, on the transfer date, to transfer to the transferee identified in the corresponding entry in Column 5 of the table in Part 2 of the Property Schedule in relation to that contract or agreement.

(3) Any liabilities which the transferor has, immediately before the transfer date, in relation to any contract or agreement to which this paragraph applies are, on the transfer date, to transfer to the transferee identified in the corresponding entry in Column 5 of the table in Part 2 of the Property Schedule in relation that contract or agreement.

(4) The transferee in relation to any land or interest in land transferred under paragraph 8 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.

- (5) The notice requirements in sub-paragraph (4)—
  - (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.

(6) Where a contract, agreement, lease, deed or other document of title ("a relevant document") to which this paragraph applies is transferred to NHS Property Services Limited and—

- (a) contains any provisions which apply or otherwise refer to an NHS body; or
- (b) contains any references to health services provided by the Tenant,

the transfer is, for the purposes of the application of those provisions or those references on or after the transfer date, subject to the condition that NHS Property Services Limited is also to be regarded as an NHS body or, as the case may be, is to be treated as if it were a provider of health services for those purposes.

(7) Sub-paragraph (8) applies to any contract or agreement identified in Column 1 of the table in Part 2 of the Property Schedule which is also identified in Column 1 of the table in Part 4 of that Schedule.

(8) The transfer of any contract or agreement to which this sub-paragraph applies is to be made to the transferee identified in Column 5 of the Table in Part 2 of the Property Schedule notwithstanding any entry in the table in Part 4 of the Property Schedule which purports to transfer that property to any other transferee.

### **Collateral warranties**

**12.**—(1) This paragraph applies to a collateral warranty given in connection with land or any interest in land transferred under this Part entered into by the transferor before the transfer date.

(2) Where a collateral warranty to which this paragraph applies is identified in Column 1 of the table in Part 2 of the Property Schedule (property related contracts and agreements), all rights and liabilities of the transferor which exist under or in connection with that warranty are to transfer, on

the transfer date, to the transferee identified in Column 5 of that table in relation to the land to which that warranty relates.

### **Transfer of information, documents and records**

**13.**—(1) The transferor’s interest, immediately before the transfer date, in the items specified in subparagraph (2) which relate to any land or other property which is identified in Column 1 of a table in Part 1 of the Property Schedule are, on the transfer date, to transfer to the transferee identified in the corresponding entry in that table in the Property Schedule in relation to that land or that other property.

(2) The items referred to in subparagraph (1) include—

- (a) all title deeds and documents and tenancy deeds and documents relating to land or any interest in land transferred under this Part; and
- (b) all books, records, general correspondence and other documents created or held by the transferor (including any original hard copy documents or records and documents or records that are kept in electronic form by means of a computer or other electronic device).

(3) Those items are transferred subject to the condition that the transferee, or any other person holding or accountable for them, must allow the Secretary of State, or any person authorised to act on the Secretary of State’s behalf, to access, inspect and take copies of those documents or records at all reasonable times on reasonable notice where access to or inspection or the copying of such documents is necessary or incidental to the effective discharge of any functions or obligations of the Secretary of State.

### **Transfer of residual property, rights and liabilities**

**14.**—(1) This paragraph applies to any property (except LIFT property and LIFT contracts to which paragraph 7 applies) held by the transferor immediately before the transfer date which is not identified in Parts 1 or 2 of the Property Schedule.

(2) Any property to which this paragraph applies which consists of—

- (a) land or any interest in land; or
- (b) a contract or agreement or a title deed or document relating to land or an interest in land,

which is held by the transferor immediately before the transfer date is, on the transfer date, to transfer to NHS Property Services Limited.

(3) Any rights or liabilities which the transferor has in relation to any property to which this paragraph applies are, on the transfer date, to transfer, on the transfer date, to NHS Property Services Limited.

(4) NHS Property Services Limited must notify any beneficiaries of, and counterparties to, any leases, warranties or other agreements relating to land or other property of the assignment to it of transferor’s interests in those leases, warranties or other agreements.

(5) The notice requirements in sub-paragraph (4)—

- (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.

(6) Where a contract, agreement, lease, deed or other document of title (“a relevant document”) to which this paragraph applies is transferred to NHS Property Services Limited and—

- (a) contains any provisions which apply or otherwise refer to an NHS body; or
- (b) contains any references to health services provided by the Tenant,

the transfer is, for the purposes of the application of those provisions or those references on or after the transfer date, subject to the condition that NHS Property Services Limited is also to be



regarded as an NHS body or, as the case may be, is to be treated as if it were a provider of health services for those purposes.

## PART 3

### Transfer of clinical contracts and related matters

#### Interpretation

**15.—**(1) In this Part—

“APMS contract” means an arrangement for the provision of primary medical services made under section 83(2)(b) of the 2006 Act (primary medical services) and in accordance with directions given by the Secretary of State under section 8 of that Act (Secretary of State’s directions to health service bodies)(a);

“Board commissioned service” means a service that the Board must commission by virtue of Part 3 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012 (services to be commissioned by the Board)(b);

“clinical contract” means—

- (a) a primary care contract;
- (b) a NHSCHC contract; or
- (c) another contract or arrangement between the transferor and a provider of health services for the provision of such services as part of the health service;

“commissioning function” means—

- (a) in relation to the Board, the function of arranging for the provision of services as part of the health service—
  - (i) for or in respect of persons for whom it is responsible under or by virtue of regulations under section 3B of the 2006 Act (Secretary of State’s power to require Board to commission services)(c), or
  - (ii) by virtue of agreements under section 7A of the 2006 Act (exercise of Secretary of State’s public health functions)(d);
- (b) in relation to a clinical commissioning group, the function of that group of arranging for the provision of services as part of the health service, in particular for the persons for whom it has responsibility under or by virtue of section 3 of the 2006 Act (duties of clinical commissioning groups as to commissioning of certain health services)(e); or
- (c) in relation to a local authority, the function of arranging for the provision of health services under section 2B (functions as to improvement in public health)(f) of, or Schedule 1 (further provision about services under the 2006 Act) to, the 2006 Act, or by virtue of section 6C(1) or (3) of that Act (regulations as to the exercise of Secretary of State’s public health functions by local authorities)(g);

“GMS contract” means an agreement for the provision of primary medical services made under section 84 of the 2006 Act (general medical services contracts: introductory);

---

(a) The Alternative Provider Medical Services Directions signed on 13<sup>th</sup> April 2010 and amended on 26<sup>th</sup> April 2012 and published on the Department of Health website [www.dh.gov.uk](http://www.dh.gov.uk). Section 83 of the 2006 Act is amended by section 55(1) of, and paragraph 30 of Schedule 4 to, the 2012 Act. Section 8 is amended by section 13 of the 2012 Act.

(b) S.I. 2012/2996.

(c) Section 3B was inserted by section 15 of the 2012 Act.

(d) Section 7A was inserted by section 22 of the 2012 Act.

(e) Section 3 of the 2006 Act was amended by section 13 of the 2012 Act.

(f) Section 2B was inserted by section 12 of the 2012 Act. Schedule 1 was amended by section 17 of the 2006 Act.

(g) Section 6C was inserted by section 18 of the 2012 Act.

“NHSCHC contract” means a contract or other arrangement between the transferor and another person for the provision of one or more parts of a package of care that is provided as part of the provision of NHS Continuing Health Care to any person;

“NHS Continuing Healthcare” means a package of care arranged and funded solely by the health service in England for a person aged 18 or over to meet physical or mental health needs which have arisen as a result of disability, accident or illness;

“PMS agreement” means an agreement for the provision of primary medical services made under section 92 of the 2006 Act (arrangements by Strategic Health Authorities for the provision of primary medical services);

“primary care contract” means—

- (a) a contract or agreement between the transferor and a provider of primary care services to provide one or more primary care services; or
- (b) arrangements with a person included in a pharmaceutical list for the provision of pharmaceutical services (a contract or agreement to provide additional pharmaceutical services pursuant to directions under section 127(1)(b) of the 2006 Act<sup>(a)</sup> (arrangements for additional pharmaceutical services) is also covered by sub-paragraph (a));

“primary care services” means services provided as part of the health service pursuant to arrangements made by the transferor under Part 4, 5, 6 or 7 of the 2006 Act<sup>(b)</sup> (whether or not they are to be arranged by the transferee under those Parts);

“public health-related primary care contract” means a primary care contract under which an additional pharmaceutical service is provided that primarily relates to the functions of a local authority under section 2B of the 2006 Act (duties as to improvement of public health)<sup>(c)</sup> and which is in respect of—

- (a) an independent prescribing service (although not all independent prescribing services are public health related);
- (b) a needle and syringe exchange service;
- (c) a patient group direction service (although not all patient group direction services are public health related);
- (d) a screening service (although not all screening services are public health related);
- (e) a stop smoking service;
- (f) a supervised administration service (although not all supervised administration services are public health related); or
- (g) a supplementary prescribing service (although not all supplementary prescribing services are public health related);

“relevant body” means the body that has, or would have had, responsibility for a person for whom services are or were provided under a contract pursuant to regulation 20(2) of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012 (interpretation – NHS Continuing Health Care and NHS funded nursing care);

“relevant clinical commissioning group” means, as regards rights and liabilities in relation to a clinical contract, a clinical commissioning group whose commissioning function includes arranging the provision of services to which the rights and liabilities relate.

(2) Treating arrangements with a person included in a pharmaceutical list for the provision of pharmaceutical services (other than a contract or agreement to provide additional pharmaceutical services pursuant to directions under section 127(1)(b) of the 2006 Act) as contracts for the purposes of this transfer scheme does not create or remove any rights, or impose or remove any liabilities, in respect of those arrangements for any other purposes.

---

(a) Section 127 of the 2006 Act was amended by section 55(1) of, and paragraph 64 of, Schedule 4 to the 2012 Act.

(b) Parts 4 to 7 of the 2006 Act were amended by Part 6 of and Parts 4 to 7 of Schedule 4 to the 2012 Act.

(c) Section 2B of the 2006 Act was inserted by section 12 of the 2006 Act.

**Clinical contracts: the transfer of rights and liabilities to the appropriate transferee or transferees**

16.—(1) Subject to paragraphs (2) and (3), any rights or liabilities which the transferor has, immediately before the transfer date, in relation to a clinical contract which is identified in Column 1 of the table in Part 3 of the Property Schedule are, on the transfer date, to transfer to the transferee or transferees identified in Column 4 of that table.

(2) Any rights or liabilities which the transferor has, immediately before the transfer date, in relation to a primary care contract which is for the provision of primary dental services or primary ophthalmic services or which is a GMS contract, PMS agreement or APMS contract are, on the transfer date, to transfer to the Board—

- (a) notwithstanding any entry in the table in Part 3 which purports to transfer them to any other transferee; and
- (b) without prejudice to the powers of the Board to assign the contract to another transferee in accordance with paragraph 21 on a subsequent date.

(3) Any rights or liabilities which the transferor has, immediately before the transfer date, in any other primary care clinical contract which is for the provision of primary medical services, other than those mentioned in sub-paragraph (2), are, on the transfer date to transfer—

- (a) in the case of a contract that relates to a function of a local authority under section 2B of, or Schedule 1 to, the 2006 Act or by virtue of section 6C(1) or (3) of that Act, to the relevant local authority; and
- (b) in any other case, to the Board,

and sub-paragraph (4) applies.

(4) Any transfer of a contract to which sub-paragraph (3) applies is to be made—

- (a) notwithstanding any entry in the table in Part 3 which purports to transfer that property to any other transferee; and
- (b) without prejudice to the powers of the transferee to assign the contract to another transferee under paragraph 21.

(5) Except as provided elsewhere in this scheme, the transfer of rights and liabilities in relation to a clinical contract pursuant to sub-paragraphs (1) to (3) is subject to any conditions or third party rights that—

- (a) are specified in the corresponding entry in Columns 2 and 3 of the table in Part 3 of the Property Schedule in relation to that contract;
- (b) otherwise exist in relation to such a contract.

(6) Any rights or liabilities which the transferor has, immediately before the transfer date, in relation to a primary care contract that is not—

- (a) listed in Column 1 of the table in Part 3 of the Property Schedule;
- (b) a contract to which sub-paragraph (2) or (3) applies; nor
- (c) a public health-related primary care contract,

are, on the transfer date, to transfer to the Board, whether or not that contract has expired before the relevant date.

(7) Any rights or liabilities which the transferor has, immediately before the transfer date, in relation to a public health-related primary care contract that is not listed in Column 1 of the table in Part 3 of the Property Schedule, are, on the transfer date—

- (a) if the contract has not expired before the transfer date, to transfer to the relevant local authority; or
- (b) if the contract expired before the transfer date, to transfer to the Board.

(8) Any rights or liabilities which the transferor has, immediately before the transfer date, in relation to a NHSCHC contract that is not listed in Column 1 of the table in Part 3, are, on the

transfer date, to transfer to the relevant body or, as the case may be, the relevant bodies, whether or not that contract has expired before the relevant date.

(9) Subject to sub-paragraphs (10) and (11), any rights or liabilities which the transferor has, immediately before the transfer date, in relation to a clinical contract that is not—

- (a) listed in Column 1 of the table in Part 3 of the Property Schedule; nor
- (b) a primary care contract or a NHSCHC contract,

are, on the transfer date, to transfer to the relevant clinical commissioning group or groups whether or not that contract has expired before the relevant date.

(10) Any rights or liabilities which the transferor has, immediately before the transfer date, in relation to a clinical contract that—

- (a) is not identified in Column 1 of the table in Part 3 of the Property Schedule;
- (b) is not a primary care contract; and
- (c) which relates to a function of a local authority under section 2B of, or Schedule 1 to, the 2006 Act or by virtue of section 6C(1) or (3) of that Act,

are, on the transfer date, to transfer to the relevant local authority whether or not that contract has expired before the relevant date.

(11) Any rights or liabilities relating to Board-commissioned services which the transferor has immediately before the transfer date, in relation to a clinical contract that is neither—

- (a) listed in Column 1 of the table in Part 3 of the Property Schedule; nor
- (b) a primary care contract or a NHSCHC contract,

are, on the relevant date, to transfer to the Board, whether or not that contract has expired before the relevant date.

(12) The transfer of any rights or liabilities in relation to a clinical contract pursuant to sub-paragraphs (6) to (11) is subject to any third party rights that exist in relation to that contract.

(13) For the purposes of —

- (a) sub-paragraph (7), a local authority is “the relevant local authority” if—
  - (i) it is the local authority in whose area are located the premises at or from which the services were or are provided under the contract, unless it is unreasonable to allocate the contract on that basis;
  - (ii) in circumstances where services were or are provided under the contract at or from more than one set of premises, it is the local authority in whose area are located the largest of the premises (by total floor size) at or from which services were or are provided under the contract, unless it is unreasonable to allocate the contract on that basis; or
  - (iii) if neither paragraph (a) nor (b) applies, the local authority whose area includes the largest share of the area of the transferor; and
- (b) sub-paragraphs (3)(a) and (10), the relevant local authority is the local authority in whose area the services under the contract were or are to be provided.

### **Variation of contract terms: collateral arrangements**

17.—(1) Where—

- (a) by virtue of this Part, the rights and liabilities in relation to a contract or agreement transfer;
- (b) the proper operation of that contract or agreement relied on collateral arrangements made under Parts 4, 5, 6 or 7 of, or sections 2 or 3 of, or Schedule 1 to, the 2006 Act; and
- (c) as a consequence of the transfer, the transferee is no longer able to rely on those collateral arrangements,

the transferee may unilaterally vary the contract or agreement, but only to the extent that is necessary to enable the proper operation of the contract or agreement, and in a manner that

reproduces the effect of the manner in which the transferor was able to rely on the collateral arrangements.

- (2) A variation of a contract or agreement under sub-paragraph (1)—
  - (a) must not relate to the volume of services to be provided under the contract or agreement nor the amount of money to be paid in respect of such services;
  - (b) must take effect before 1st April 2014; and
  - (c) must be notified in writing to the other parties to the contract or agreement.

### **Rights and liabilities where more than one transferee**

**18.**—(1) This paragraph applies where, in any case, the rights and liabilities in relation to a clinical contract are transferred from the transferor to more than one transferee by virtue of this Part.

(2) Subject to any conditions specified in relation to a particular contract identified in the table in Part 3 of the Property Schedule, where this paragraph applies, the transferees have the rights and liabilities on a several basis, to the extent and insofar only as the rights and liabilities relate to a commissioning function which falls to be performed by that transferee on and after the transfer date.

### **Collateral warranties**

**19.**—(1) All rights and liabilities which exist immediately before the transfer date under a collateral warranty given in connection with any clinical contract entered into by the transferor before the transfer date are to transfer, on the transfer date, to the transferee or transferees identified in relation to that contract accordance with this Part.

(2) Sub-paragraph (1) applies to a collateral warranty irrespective of whether the term of the clinical contract to which the collateral warranty relates has expired before the transfer date.

### **Transfer of property, including records, associated with clinical contracts and proposed primary care clinical contracts**

**20.**—(1) Subject to any conditions specified in relation to a particular contract in the table in Part 3 of the Property Schedule, or any specific provision made in relation to such property in any other Part of the Property Schedule, the property associated with a clinical contract the rights and liabilities in relation to which are transferred under or by virtue of this Part, whether expired or unexpired, which the transferor has immediately before the transfer date is to transfer, on the transfer date, to—

- (a) where there is only one transferee in relation to that contract, that transferee;
- (b) where there is more than one transferee in relation to that contract—
  - (i) the transferee identified in the table in Part 3 of the Property Schedule as being the nominated transferee in relation to the clinical contract to which the property relates, or
  - (ii) where there is no such nominated transferee, the transferee whose name would appear first if the names of the transferees were listed in alphabetical order.

(2) The property associated with a proposed primary care contract (whether or not an application was required in respect of that proposal and whether or not the proposal has been rejected), which the transferor has immediately before the transfer date is to transfer, on the transfer date, to the Board.

- (3) The associated property referred to in sub-paragraphs (1) and (2) includes—
  - (a) all computers and other hardware relating to any IT system for the collection of activity data and the payments to providers under the clinical contracts;
  - (b) all software and electronic data relating to the IT system for the collection of activity data and the payments to providers under the clinical contracts;

- (c) all books, records, maps and other documents (in whatever form) created or held by the transferor (including any original hard copy documents or records and documents or records that are kept in electronic form by means of a computer or other electronic device) including—
    - (i) the original signed copy of the clinical contract (if there is one),
    - (ii) financial records relating to the clinical contract, and
    - (iii) records relating to the performance by providers of services under clinical contracts; and
  - (d) all general correspondence relating to the clinical contract, including records relating to any sanctions imposed.
- (4) For the purposes of this paragraph, the documents (in whatever form) relating to—
- (a) a determination, or proposed determination, as to whether or not premises are or are not in a reserved location are property associated with the primary care clinical contract, or the proposed primary care clinical contract, the contract premises for which gave rise to the determination or proposed determination;
  - (b) the provision, or proposed provision, of dispensing services by a dispensing doctor are property associated with the primary care clinical contract of the provider of primary medical services whose registered patient list was the basis for that provision or proposed provision.

**Power to assign rights and liabilities in relation to a clinical contract transferred by virtue of this Part**

**21.**—(1) Notwithstanding any implied or express provision to the contrary in any clinical contract transferred by virtue of this Part, a transferee (“the assignor”) may, subject to paragraph (2), assign its rights and liabilities under the contract, including where that contract has expired, to any other person (“the assignee”) that is—

- (a) named in the table in Part 3 of the Property Schedule;
- (b) a local authority whose area includes the area, or any part of the area, of the transferor;
- (c) a clinical commissioning group whose area includes the area, or any part of the area, of the transferor; or
- (d) the Board.

(2) Paragraph (1) only applies where—

- (a) the assignee and assignor have agreed in writing that the rights and liabilities under a named clinical contract should be so assigned;
- (b) in the case of a contract that has not expired, the assignee may lawfully make arrangements for the provision of the services provided under that contract; and
- (c) the assignment takes effect before 1st April 2014.

(3) Where the rights and liabilities under a clinical contract are assigned in accordance with this paragraph, the property associated with that contract (to be understood by reference to paragraph 20) is also to transfer with the rights and liabilities under the contract.

## PART 4

### Transfer of other contracts and agreements

**Transfer of specified contracts and agreements**

**22.**—(1) This paragraph applies to any other contract or agreement which is identified in Column 1 of the table in Part 4 of the Property Schedule.

(2) Any rights which the transferor has, immediately before the transfer date, in any contract or agreement to which this paragraph applies are, on the transfer date, to transfer to the transferee

identified in the corresponding entry in Column 4 of the table in Part 4 of the Property Schedule in relation to that contract or agreement.

(3) Any liabilities which the transferor has, immediately before the transfer date, in any contract or agreement to which this paragraph applies are, on the transfer date, to transfer to the transferee identified in the corresponding entry in Column 4 of the table in Part 4 of the Property Schedule in relation to that contract or agreement.

### **Transfer of Pharmaceutical Needs Assessments to Local Authorities and controlled locality determinations**

**23.**—(1) A pharmaceutical needs assessment prepared by the transferor before the transfer date pursuant to regulations made under section 128A of the 2006 Act (pharmaceutical needs assessments)(a), and the records, maps and other documents (in whatever form) relating to it are, on the transfer date, to transfer—

- (a) to the local authority whose area includes the area covered by the pharmaceutical needs assessment; or
- (b) if the pharmaceutical needs assessment covers an area which includes all or part of the area of more than one local authority, to the local authority whose area includes the largest share of the area covered by the pharmaceutical needs assessment.

(2) The records, maps and other documents relating to the determination or proposed determination of whether or not an area is a controlled locality pursuant to regulations under section 129(6)(e) of the 2006 Act (regulations as to pharmaceutical services)(b) are to transfer to the Board.

### **Transfer of other contracts and agreements and related rights and liabilities**

**24.**—(1) Subject to paragraph (2), the property, rights and liabilities which the transferor has, immediately before the transfer date, in relation to all other contracts (other than a contract of employment), agreements, arrangements, assignments and orders which relate to any of the functions of the transferor under or by virtue of the 2006 Act or any other enactment or instrument which are not identified in the Property Schedule are, on the transfer date, to transfer to the Secretary of State or, where the Secretary of State considers that it is more appropriate in the circumstances of any particular case, the Board.

(2) Any rights or liabilities which the transferor has, immediately before the transfer date, in relation to an honorary contract between the transferor and an individual health professional who was not an employee of the transferor, are, on the transfer date, to transfer to—

- (a) in the case of an honorary contract held by a health professional employed in an academic post relating to public health, the Secretary of State; or
- (b) in any other case, the Board.

## **PART 5**

### **Transfer of assets**

#### **Transfer of furniture, fittings, plant, equipment and machinery**

**25.** The property, rights and liabilities which the transferor has, immediately before the transfer date, in relation to items which are identified in Column 1 of the table in Part 5 of the Property Schedule are, on the transfer date, to transfer to the transferee identified in the corresponding entry in Column 4 of that table.

---

(a) Section 128A of the 2006 Act was amended by section 206(1) and 306(1)(b) and (4) of the 2012 Act.

(b) Section 129(6)(e) of the 2006 Act was amended by section 55(1) and Part 7 of Schedule 4 to the 2012 Act.

### **Transfer of information technology**

26. The property, rights and liabilities which the transferor has, immediately before the transfer date, in relation to any item of information technology which is identified in Column 1 of the table in Part 6 of the Property Schedule are, on the transfer date, to transfer to the transferee identified in the corresponding entry in Column 4 of that table.

### **Transfer of intellectual property**

27. The property, rights and liabilities which the transferor has, immediately before the transfer date, in relation to the items of intellectual property which are identified in Column 1 of the table in Part 7 of the Property Schedule are, on the transfer date, to transfer to the transferee identified in the corresponding entry in Column 4 of that table.

## **PART 6**

### **Transfer of information, data and records**

#### **Transfer of specified information, data and records**

28.—(1) The property, rights and liabilities which the transferor has, immediately before the transfer date, in relation to the information, data and records identified in Column 1 of the table in Part 8 of the Property Schedule are, on the transfer date, to transfer to the transferee identified in the corresponding entry in Column 4 of that table.

(2) This paragraph, and paragraphs 29 and 30, do not apply in respect of the transfer of any information, data and records—

- (a) to be transferred under or by virtue of paragraph 13; or
- (b) relating to staff employed by the transferor before the transfer date which are transferred under or by virtue of any provision in a staff transfer scheme made under section 300(3) of the Health and Social Care Act 2012 in connection with the abolition of the transferor.

#### **Transfer of other information, data and records**

29.—(1) This paragraph applies to any other information, data and records created or held by the transferor immediately before the transfer date which are not identified in the Property Schedule [but which relate to the exercise of any statutory functions of the transferor under or by virtue of the 2006 Act or any other enactment or instrument.]

(2) The information, data and records referred to in paragraph (1) include—

- (a) all books, records and other documents created or held by the transferor (including any original hard copy documents or records and documents or records that are kept in electronic form by means of a computer or other electronic device) including —
  - (i) financial records (including any records about grants made by the transferor under or by virtue of any provision in the 2006 Act);
  - (ii) governance records;
  - (iii) records relating to the performance by providers of clinical services under clinical contracts;
  - (iv) records relating to the management and use of controlled drugs;
  - (v) reports relating to assessments made by the transferor in connection with the provision of health services under or by virtue of the 2006 Act or any other enactment or instrument;
  - (vi) records relating to policy making; and



(b) all general correspondence.

(3) Except as provided by sub-paragraph (4), the property, rights and liabilities which the transferor has, immediately before the transfer date, in relation to the information, documents, data and records to which this paragraph applies are, on the transfer date to transfer to the Secretary of State.

(4) The property, rights and liabilities which the transferor has, immediately before the transfer date, in relation to any information, documents, data and records to which this paragraph applies which relate to the management and use of controlled drugs are, on the transfer date, to transfer to the Board.

### **Rights of access to information, data and records**

**30.**—(1) This paragraph applies to any item of information technology, intellectual property, information, documents (including contracts and agreements), data and records (“relevant property”) created or held by the transferor immediately before the transfer date which is transferred by virtue of any provision of this Scheme.

(2) The transfer of any item to which this paragraph applies is subject to the conditions set out in sub-paragraphs (3) and (4) and any conditions specified in Schedule 2 in relation to that transfer.

(3) The conditions referred to in sub-paragraph (2) are that—

- (a) the transferee must, in connection with the exercise of any functions of the transferee under or by virtue of the 2006 Act or any other enactment or instrument including this Scheme, allow access on reasonable notice to all relevant property to the Secretary of State or to any person authorised by the Secretary of State for the purpose of inspecting such relevant property and to take or be supplied with, and to use, copies of such relevant property;
- (b) the transferee must, in connection with the exercise of any functions of the transferee under or by virtue of the 2006 Act or any other enactment or instrument including this Scheme, allow access on reasonable notice to all relevant property to the Board or to any person authorised by the Board for the purpose of inspecting such relevant property and to take or be supplied with, and to use, copies of such relevant property;
- (c) the transferee must, in connection with the exercise of any functions of the transferee under or by virtue of the 2006 Act or any other enactment or instrument including this Scheme, allow the NHS Litigation Authority, or any person or body authorised by the NHS Litigation Authority, to access, inspect and take copies of relevant property at all reasonable times on reasonable notice where access to or inspection or copying of such relevant property is necessary or incidental to the effective discharge of any functions or obligations of the NHS Litigation Authority.

(4) Where property to which this paragraph applies consists of a contract or agreement which is transferred under any Part of this Scheme to more than one transferee and a nominated transferee is identified in a table in the Property Schedule in relation to that property, the nominated transferee must allow access to any other transferee identified in the Property Schedule in relation to that property to inspect and take copies at all reasonable times on reasonable notice where access to or inspection or copying of the relevant property is necessary or incidental to the effective discharge of any functions or obligations of that transferee.

## PART 7

### Transfer of other property, rights and liabilities

#### **Transfer of unspecified residual property and associated rights and liabilities**

**31.**—(1) This paragraph applies to any other property held by the transferor immediately before the transfer date which is not identified in the Property Schedule and in relation to which provision has not been made in Parts 2 to 6 of this Scheme.

(2) Any property to which this paragraph applies is, on the transfer date, to transfer to the Secretary of State.

(3) Any rights which the transferor has in relation to any property transferred under this paragraph are to transfer, on the transfer date, to the Secretary of State.

(4) Any liabilities which the transferor has in relation to any land, interest in land or other property transferred under this paragraph are to transfer, on the transfer date, to the Secretary of State.

#### **Transfer of residual rights and liabilities: general**

**32.**—(1) Any rights of the transferor which exist immediately before the transfer date and in relation to which provision has not been made in Parts 2 to 6 of this Scheme are, on the transfer date, to transfer to the Secretary of State.

(2) Any liabilities (actual or contingent) of the transferor, other than liabilities to which paragraph 33 and 34 apply, which exist immediately before the transfer date and in relation to which provision has not been made in Parts 2 to 6 of this Scheme are, on the transfer date, to transfer to the Secretary of State.

#### **Transfer of residual liabilities: NHS Continuing Healthcare**

**33.**—(1) Subject to sub-paragraph (3), any liabilities (actual or contingent) of the transferor in relation to the provision of, or omission to provide, NHS Continuing Healthcare which the transferor has immediately before the transfer date, are, on the transfer date, to transfer to the relevant body.

(2) Sub-paragraph (1) does not apply to any liabilities in respect of which provision is made in Part 3 of this Scheme (clinical contracts and related matters).

(3) In sub-paragraph (1)—

(a) “NHS Continuing Healthcare” has the meaning given in Part 3; and

(b) “relevant body” means the body that has, or would have had, responsibility for a person pursuant to regulation 20(2) of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012 (interpretation – NHS Continuing Health Care and NHS funded nursing care).

#### **Transfer of criminal liabilities**

**34.** Any criminal liabilities of the transferor which exist immediately before the transfer date are, on the transfer date, to transfer to the NHS Litigation Authority.

## PART 8

### General supplementary provision

#### **Supplementary provision: general**

**35.**—(1) Any act or omission by or in relation to the transferor before the transfer date in connection with—

- (a) any property, rights or liabilities transferred under this Scheme; or
- (b) any contract or agreement entered into by the transferor in connection with any property, rights or liabilities transferred under or by virtue of this Scheme,

is deemed to have been an act or omission of, or in relation to, the transferee.

(2) Anything (which may include legal proceedings) which, when this Scheme takes effect, is in the process of being done by, or in relation to, the transferor in connection with any property, rights or liabilities transferred under this Scheme is deemed to have effect as if done by, or in relation to, and may be continued by, or in relation to, the transferee.

(3) 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.

(4) Any rights relating to a contract or agreement (whether written or not) transferred by virtue of any provision of this Scheme which were enforceable by or against the transferor immediately before the transfer date are, on the transfer date, to be enforceable by or against the transferee.

(5) Any liabilities relating to contract or agreement (whether written or not) transferred by virtue of any provision of this Scheme which were enforceable by or against the transferor immediately before the transfer date are, on the transfer date, to be enforceable against the transferee.

(6) Subject to paragraph 36, no right to terminate or vary a contract, arrangement, agreement or instrument is to operate or become exercisable, and no provision of any contract, arrangement, agreement or instrument is to operate or become exercisable or contravened, by reason of the transfer of any property, rights or liabilities under this Scheme.

(7) Where the rights and liabilities under a contract or agreement are transferred by virtue of any provision of this Scheme—

- (a) on the transfer date, from a transferor to a transferee; or
- (b) in the case of an assignment of a contract or agreement after the transfer date as permitted by this Scheme, from an assignor to an assignee,

that contract or agreement is to continue to have effect as if it was originally entered into or agreed by the transferee or, as the case may be, the assignee.

(8) The transfer of property, rights or liabilities provided for by this Scheme is to be made—

- (a) irrespective of any requirement for consent that would otherwise apply (whether arising under any enactment, instrument, agreement or otherwise); and
- (b) whether or not they would otherwise be capable of being transferred.

(9) Where an assignment of rights and liabilities is provided for in this Scheme, any reference to a transferee also includes a reference to the assignee in relation to any such assignment.

#### **Supplementary provision: variation of contracts and agreements**

**36.**—(1) This paragraph applies in respect of the transfer of a contract or agreement to more than one transferee by virtue of a provision in any Part of this Scheme notwithstanding any implied or express provision to the contrary in that contract or agreement.

(2) Where this paragraph applies, the transferees may agree a variation to the terms and conditions of the contract or agreement to the extent that is necessary to enable the proper

operation of the contract or agreement following the change to the number of parties to the contract or agreement by virtue of it being transferred to more than one transferee.

(3) Paragraph (2) only applies where—

- (a) all the transferees in relation to the contract or agreement have agreed to the variation in writing;
- (b) the variation does not relate to the volume of services to be provided under the contract or agreement nor the amount of money to be paid in respect of such services; and
- (c) the variation is to take effect before 1st April 2014.

(4) Any other party to a contract or agreement varied pursuant to paragraph (2) must be notified in writing of any such variation by the transferees.

(5) Nothing in this paragraph is intended to affect the ability of the parties to a contract or agreement to which this paragraph applies to agree a variation to that contract or agreement other than as permitted by this paragraph, in accordance with the terms and conditions of that contract or agreement.

### **Modification of scheme**

**37.—**(1) This Scheme may be modified after it comes into effect, in accordance with the following paragraphs.

(2) A modification may be made in respect of the transfer of any property under Part 2 to either NHS Property Services Limited or Community Health Partnerships Limited so as to alter the recipient of that property, and to make any other modification in connection with that alteration, where—

- (a) the Secretary of State has determined that—
  - (i) the proper recipient of the property should be NHS Property Services Limited instead of Community Health Partnerships Limited; or
  - (ii) the proper recipient of the property should be Community Health Partnerships Limited instead of NHS Property Services Limited; and
- (b) in either case referred to in paragraph (a), the Secretary of State, NHS Property Services Limited and Community Health Partnerships Limited all agree that a modification should be made to the Scheme to that effect.

(3) Any other modification must be agreed by—

- (a) the Secretary of State;
- (b) the transferee in respect of any property, rights or liabilities to which the modification relates; and
- (c) any person other than the Secretary of State or a transferee whose interests appear to the Secretary of State to be interests that are or may be significantly affected by the modification.

(4) Subject to paragraph (5), a modification to this Scheme—

- (a) must be made before 1st April 2014; and
- (b) may have effect from such earlier date as may be agreed.

(5) A modification may take effect on any date, whether before or after the date of the agreement to make that modification, other than a date which is—

- (a) before the transfer date; or
- (b) after 1st April 2014.

Signed by authority of the Secretary of State for Health

*Name*  
Member of the Senior Civil Service

## SCHEDULE 1

### Conditions of transfer: supplementary

#### PART 1

##### Overage provisions

**1. In this Schedule—**

“Base Value” means the higher of the Net Book Value of the land as shown in the transferor’s accounts at the transfer date or the Net Book Value of the land as shown in the transferee’s accounts immediately prior to the revaluation prior to the first disposition, and in the case of a disposition of part only of the land the Base Value for that part is to be such proportion as may fairly and reasonably be ascribed to that part;

“Exempted Disposition” means—

- (a) a disposition in favour of the Secretary of State,
- (b) a disposition to a statutory body or service supply company if for the purpose of an electricity substation, gas governor, sewage pumping station, water pumping station or other utility services which have been or are to be constructed or installed in or upon the land,
- (c) a lease or tenancy conferring no security of tenure not granted at a premium for a term of three years or less,
- (d) disposition entered into by the transferee for the purpose of complying with its obligations in paragraph 9(3) of this Scheme, and
- (e) a mortgage or charge granted with the consent of the Secretary of State if, when applying for registration of that mortgage or charge, the chargee also applies for a restriction in a form referred to under Rule 91 of the Land Registration Rules 2003(a) (as set out in Schedule 4 to those Rules) to the effect that no disposition by the proprietor of that mortgage or charge is to be registered without the consent of the Secretary of State;

“Market Value” means the estimated amount for which the Relevant Land should exchange at the date of the disposition with vacant possession between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion and assuming that—

- (a) no previous disposition other than a disposition permitted under the Scheme has occurred that has reduced the market value of the Relevant Land,
- (b) no act or omission by the transferee has occurred since the date hereof which has diminished the market value of the Relevant Land,
- (c) any damage to or destruction occurring to the Relevant Land after the date hereof has been fully reinstated, and
- (d) the provisions of this Schedule are disregarded;

“Net Book Value” means the Net Book Value of the land calculated in accordance with the requirements of the Government Financial Reporting Manual published by HM Treasury(b);

“Overage” means the sum from time to time calculated as follows—

---

(a) S.I.2003/1417.

(b) A copy of this manual can be found at [www.hm-treasury.gov.uk/frem\\_index.htm](http://www.hm-treasury.gov.uk/frem_index.htm).

$$O = (R - B) \times 50\%$$

Where

O — means the Overage

R — means the Receipt

B — means the Base Value;

“Overage Payment” means the sum calculated in respect of the Overage as being due for payment on the completion of each disposition and for such purposes—

- (a) any sums previously paid to the Secretary of State by way of Overage in respect of the Relevant Land is to be taken into account and deducted from the payment due, and
- (b) if the sum calculated is a negative number it is to be deemed to be nil;

“Overage Period” means the period starting on the transfer date and ending with the Termination Date;

“Provisional payment” has the meaning given to it in paragraph 10(1) of this Schedule;

“Receipt” means the higher of—

- (a) the amount (VAT exclusive) received or receivable by or on behalf of the transferee in respect of any disposition, and
- (b) the Market Value of the Relevant Land and in the case of any lease or tenancy granted where the rent reserved under the same exceeds a peppercorn the Market Value of the reversionary interest;

“Relevant Land” means the land or the relevant part or parts of such land which is or are the subject of a disposition and any reference to Relevant Land includes a reference to any part of it;

“Termination Date” means—

- (a) the date on which the **[INSERT NAME OF NHS TRUST/NHS FOUNDATION TRUST]** or its statutory successor parts with its interest in the land and every part thereof, or
- (b) where the Secretary of State makes an election pursuant to paragraph 9(9)(a) of this Scheme, the fifteenth anniversary of the date upon which the **[INSERT NAME OF NHS TRUST/NHS FOUNDATION TRUST]** or its statutory successor transfers or grants a lease of the land or in the case of a transfer or grant of a lease of part of the land, the fifteenth anniversary of the date of each such transfer or grant (other than by way of Exempted Disposition); and

“transferee”, in relation to any land transferred under this Scheme, is to be construed in accordance with paragraph 3 of this Scheme and includes the transferees successors in title to the land.

**2.** On completion of any disposition other than an Exempted Disposition during the Overage Period the transferee must pay to the Secretary of State the Overage Payment in the following manner—

- (a) as soon as terms have been agreed for the disposition the transferee must provide to the Secretary of State at the address stated in paragraph 12 of this Schedule (or such other address as may be notified to the transferee) full details of the proposed terms of the disposition together with a statement containing a calculation of the Overage Payment;
- (b) the Secretary of State is to have the right (upon reasonable prior notice) to inspect the originals and be given complete and accurate copies by the transferee of all documentation on which the statement is based; and
- (c) the transferee must make the Overage Payment to the Secretary of State on the date of the disposition.

(2) The date of the disposition is to be treated as the date of completion or settlement unless—

- (a) a contract for a disposition is substantially performed (within the meaning of section 44 (5) of the Finance Act 2003<sup>(a)</sup> (contract and conveyance)) otherwise than by completion and in which case the effective date for the disposition is to be treated as if it were itself the date on which the contract is substantially performed; or
- (b) where the Secretary of State has made an election pursuant to paragraph 9(9)(b) of this Scheme and a contract for a disposition has been entered into before the Termination Date in respect of which completion is due to take place after the Termination Date, in which event the disposition is deemed to have occurred on the Termination Date.

## PART 2

### General Provisions

**3.** If the Secretary of State and the transferee, or where a liquidator is appointed, the liquidator, are unable to agree upon the Overage Payment or other consideration due to the Secretary of State, the dispute or difference must be determined by arbitration in accordance with paragraph 4 of this Schedule.

**4.** Any dispute between the Secretary of State and the transferee in respect of which paragraph 3 of this Schedule applies—

- (a) may be resolved by such means as the Secretary of State and the transferee agree; or
- (b) failing agreement between them, must be referred for arbitration—
  - (i) to a person appointed by them, or
  - (ii) in the event that they fail to agree to appoint a person, to a person appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of the transferee, the liquidator or the Secretary of State.

**5.** For the avoidance of doubt in the event of any dispute the sum determined as being due under this Schedule is nevertheless to be payable (or be deemed to have become payable) at the date of the relevant disposition (and interest is to be payable under the following paragraph from that date).

**6.** If any sum which has become due under this Schedule is not paid on the date upon which it became payable then the transferee must pay interest on that sum from the date upon which it became due until it is paid at a rate equivalent to 4% per annum above the base rate of the Bank of England from time to time in force (or if that rate ceases to exist for any reason, at the Law Society interest rate).

**7.** Where the Secretary of State has made an election pursuant to paragraph 9(9)(b) of this Scheme on any disposition other than an Exempted Disposition of any part of the land prior to the expiry of the Overage Period the transferee will procure that the disponee of the same must at its own expense enter into a Deed of Covenant in favour of the Secretary of State in such form as the Secretary of State may reasonably require whereby the disponee must covenant with the Secretary of State to comply with the terms of this Schedule and the transferee must pay the reasonable legal costs incurred by the Secretary of State in approving and processing such Deed of Covenant.

**8.** The Secretary of State must (subject to reimbursement of the reasonable legal costs incurred by or on behalf of the Secretary of State ) —

- (a) not withhold consent to the registration of a disposition—
  - (i) if (in the case of the first disposition) the Secretary of State has refused the transfer of the land pursuant to paragraph 9(8) of this Scheme; and
  - (ii) if the Secretary of State has received in respect of the disposition—

---

(a) 2003 c.14. Subsection (5) of section 44 was amended by section 296 of and Schedule 39 paragraph 15(1) and (2) to the Finance Act 2004 (c.12).

- (aa) the Overage Payment or
  - (bb) if the amount of the Overage Payment has not been agreed or determined by the date of the relevant disposition, the provisional payment; and
- (iii) where the Secretary of State has made an election pursuant to paragraph 9(9)(b) of this Scheme, if the Secretary of State has received from the disponent a properly completed Deed of Covenant in favour of the Secretary of State in the form referred to in paragraph 7 and
- (b) when requested to do so (pursuant to the restriction set out in paragraph 9(14)(a)(ii) of this Scheme provide a written consent signed on behalf of the Secretary of State—
- (i) to any disposition where the provisions of paragraph 8(a) of this Schedule have been complied with; or
  - (ii) to an Exempted Disposition.

**9.**—(1) The provisional payment referred to in paragraph 8(a)(ii)(bb) of this Schedule is such amount as the Secretary of State and the transferee or, where a liquidator has been appointed, the liquidator, may agree is to be paid to the Secretary of State to hold as stakeholder until such time as the amount of the Overage Payment has been agreed or determined.

(2) In the event that the provisional payment is less than the amount of the Overage Payment so agreed or determined the balance must be paid in accordance with the provisions of paragraph [5] of this Schedule and in the event that the provisional payment exceeds the amount of the Overage Payment so agreed or determined the balance must be repaid to the transferee.

**10.** The transferee will not act in collusion with any third party or otherwise do or omit to do anything with a view to avoiding or deferring any payment due or action required under the provisions of this Schedule.

**11.** For the avoidance of doubt the provisions of this Schedule apply only to produce sums payable by the transferee to the Secretary of State and in no circumstances is any sum to become payable, or repayable (other than as provided for in paragraph 9(2) of this Schedule) by the Secretary of State to the transferee.

**12.** Any notice, notification or statement required under the terms of this Schedule must be sent to the Secretary of State for Health by recorded delivery post at Richmond House, 79 Whitehall, London SW1A 2NS.



Annex 3: (Template instructions for a Transfer Scheme)

(1) Transferor:

Full legal name	Wiltshire Primary Care Trust
Registered Address	Southgate House Pans Lane Devizes Wiltshire SN10 5EQ
Names, roles and addresses of authorised officers	Jennifer Howells Interim Chief Executive
VAT number	

(2) Details of property, rights and liabilities to be transferred:

[Note: Senders should confirm whether any property, rights or liabilities have been or will be included in a separate instrument, particularly Establishment Orders, Abolition Orders or Transfer Orders. It is the responsibility of the Sender and its advisers to ensure that the instructions and lists attached to the instructions are accurate and complete.]

[The Property Transfer Scheme Schedule required by David Flory's planning for property and estate transfer will form the basis for instructions in relation to land and buildings]

[For other property, assets and liabilities]

Column (1) Property, rights and liabilities to be transferred	Column (2) Transferee
Property - refer to the property transfer scheme schedules	National Health Service Property Services Limited 4th Floor, Skipton House 80 London Road London SE1 6LH
<b>IT Hardware and Software</b>	
2. All rights, liabilities and obligations in respect of the following material contracts between the Transferor and the counter-parties listed below:	
92 Workstations and 32 Printers	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
43 Workstations and 15 Printers	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
25 Workstations and 9 Printers	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of National Health Service Shared Business Services
2 Workstations and 1 Printer	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
18 Workstations and 6 Printers	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit (Location tbc)
959 Workstations, 40 Terminal Servers, 40 Exchange Servers, 114 Network Printers and 40 Scanners	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ managed by Central Southern Commissioning Support Unit
<b>Plant and Equipment</b>	
All rights, liabilities and obligations in respect of the following material contracts between the Transferor and the counter-parties listed below:	
165 Desks	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
136 Desks	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
3 Desks	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
25 Desks	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of National Health Service Shared Business Services
106 Pedestals	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
81 Pedestals	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
25 Pedestals	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of National Health Service Shared Business Services
141 Desk Chairs	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
115 Desk Chairs	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
25 Desk Chairs	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of National Health Service Shared Business Services
39 Desk Add On	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
14 Desk Add On	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
25 Desk Add On	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of National Health Service Shared Business Services
3 Round Tables	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ

3 Round Tables	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
2 Round Tables	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
1 Round Table	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on Behalf of National Health Service Shared Business Services
52 Office Chairs	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
51 Office Chairs	National Health Services Business Services Authority, Stella House, Goldcrest Way, Newburn Riverside, NE15 8NY on Behalf of Central Southern Commissioning Support Unit
26 Small Bookcases	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
20 Small Bookcases	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
2 Small Bookcases	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
4 Small Bookcases	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on Behalf of National Health Service Shared Business Services
12 Large Bookcases	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
6 Large Bookcases	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
5 Large Bookcases	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on Behalf of National Health Service Shared Business Services
2 Small Cupboards with Doors	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
1 Small Cupboard with Doors	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
1 Small Cupboard with Doors	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of National Health Service Shared Business Services
4 Small Metal Draw Cabinets	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
2 Small Metal Draw Cabinets	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
2 Small Metal Draw Cabinets	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
19 Large Wood Roller Cabinets	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
10 Large Wood Roller Cabinets	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
8 Large Wood Roller Cabinets	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on Behalf of National Health Service Shared Business Services
5 Large Metal Cabinets	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
3 Large Metal Cabinets	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
2 Large Metal Cabinets	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on Behalf of National Health Service Shared Business Services
43 Four Draw Filing Cabinets	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
28 Four Draw Filing Cabinets	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
2 Four Draw Filing Cabinets	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
13 Four Draw Filing Cabinets	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on Behalf of National Health Service Shared Business Services
3 Three Draw Filing Cabinets	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
1 Three Draw Filing Cabinet	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit

1 Three Draw Filing Cabinet	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on Behalf of National Health Service Shared Business Services
9 Two Draw Filing Cabinets	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
3 Two Draw Filing Cabinets	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
1 Two Draw Filing Cabinet	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
4 Two Draw Filing Cabinets	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on Behalf of National Health Service Shared Business Services
1 Large Wooden Table	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
1 Dishwasher	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
7 Coat Hangers	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
4 Microwaves	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
5 Fridges	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
26 Electric Fans	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
1 Safe	Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
1 Safe	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on behalf of Central Southern Commissioning Support Unit
1 Safe	National Health Service Commissioning Board, Quarry House, Quarry Hill, Leeds, LS2 7UE on Behalf of National Health Service Shared Business Services
2 Display Units Reception	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
6 Staff Kitchen Chairs	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
5 Televisions	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
4 Projector Screens	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
5 Electric Heaters	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
15 Conference Room Tables	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
31 Conference Room Chairs	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
Visitors Blue Seats Reception 1 and Coffee Table	National Health Services Property Services Limited, 4th Floor, Skipton House, 80 London Road, London, SE1 6LH
Motor Vehicles	
Not applicable	
Finance	
All rights, liabilities and obligations in respect of the following material contracts between the Transferor and the counter-parties listed below:	
Bank Account name, Citi	The Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS
account number, 12495139	The Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS
sort code, branch address, 08-33-00	The Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS
Authorised signatories, Jennifer Howells, David Johnston, Simon Truelove & Sarah James David Johnston is in process of being removed and Dominic Tkaczyk is being added	The Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS
Bank Account name, Royal Bank of Scotland	The Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS
account number, 10008411	The Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS
sort code, branch address, 60-70-80	The Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS
Authorised signatories, Jennifer Howells, Simon Truelove, Dominic Tkaczyk	The Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS
Financing Agreements:	Not Relevant
Loans where Sender is the Borrower	Not Relevant
Mortgages or other charges over assets	Not Relevant
Grant Funding details	Not Relevant
Charitable Donations	Not Relevant
hire purchase and leasing contracts	Not Relevant
Financial Records and Accounts	The Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS
Tax	
All rights, liabilities and obligations in respect of the following material contracts between the Transferor and the counter-parties listed below:	
VAT, PAYE AND NIC	Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS
Material Contracts	
Not applicable	

Employment
Not applicable
Information assets
Not applicable
Disputes
Not applicable
Insurance
All rights, liabilities and obligations in respect of the following material contracts between the Transferor and the counter-parties listed below:
NHS Wiltshire is part of the Clinical Negligence Scheme for Trusts, Liability to Third Party Claims and Property Expenses Scheme risk pools with the NHS Litigation Authority. These 'insure' us but are not insurance policies. Certificates for LTPS and PES but not for CNST. This coverage will cease at 31/3/13.
Wiltshire Clinical Commissioning Group, Southgate House, Pans Lane, Devizes, Wiltshire, SN10 5EQ
NHS Wiltshire carries separate insurance for professional and product liability in relation to our income generation activities. This is with Travellers Insurance Company Limited. As the schemes that are included are IT related and will go to the Commissioning Support Unit(?) we extended the existing insurance so that it runs from 30/11/12 to 31/3/13 only.
National Health Services Business Services Authority, Stella House, Goldcrest Way, Newburn Riverside, NE15 8NY on Behalf of Central Southern Commissioning Support Unit
Consents, licences, permits and approvals
All rights, liabilities and obligations in respect of the following material contracts between the Transferor and the counter-parties listed below:
Clinical Contracts
Provider Contracts
Nature of the Services
Transferee
ADP Dental Co Limited, Calne
Primary Care - Dental
NHS National Commissioning Board
ADP Dental Co Limited, Sailsbury
Primary Care - Dental
NHS National Commissioning Board
ADP Dental Co Limited, Trowbridge
Primary Care - Dental
NHS National Commissioning Board
Barley Mow Dental Surgery, Malmesbury
Primary Care - Dental
NHS National Commissioning Board
Chantry Dental Practice, Warminster
Primary Care - Dental
NHS National Commissioning Board
Dr Michael Frain Limited, Calne
Primary Care - Dental
NHS National Commissioning Board
Dr Michael Frain Limited, Chippenham
Primary Care - Dental
NHS National Commissioning Board
Dr Michael Frain Limited, Melksham
Primary Care - Dental
NHS National Commissioning Board
Execudent Limited, Sailsbury
Primary Care - Dental
NHS National Commissioning Board
COMMUNITY OPTICIANS, 7 AZALEA DRIVE, CHELTENHAM, GLOUCESTER, GL51 3EA
Primary Care
NHS National Commissioning Board
COMMUNITY OPTICIANS, 7 AZALEA DRIVE, CHELTENHAM, GLOUCESTER, GL51 3EA
Primary Ophthalmic
NHS National Commissioning Board
AJ BASS OPTICIANS, DOWNTON, SP5 3LX
Primary Ophthalmic
NHS National Commissioning Board
ANDREW RHYS EVANS OPTOMETRISTS LTD, CRICKLADE, SN6 6DF
Primary Ophthalmic
NHS National Commissioning Board
BATEMAN OPTICIANS LTD, SALISBURY, SP1 2LX
Primary Ophthalmic
NHS National Commissioning Board
BOOTS OPTICIANS LTD, CHIPPENHAM, SN15 3ER
Primary Ophthalmic
NHS National Commissioning Board
BOOTS OPTICIANS LTD, SALISBURY, SP1 2NG
Primary Ophthalmic
NHS National Commissioning Board
BOOTS OPTICIANS LTD, TROWBRIDGE, BA14 8EW
Primary Ophthalmic
NHS National Commissioning Board
BRIGNALL AND PARTNERS, CHIPPENHAM, SN15 3HP
Primary Ophthalmic
NHS National Commissioning Board
CARTER AND HARDING OPTICIANS, BRADFORD ON AVON, BA15 1LL
Primary Ophthalmic
NHS National Commissioning Board
CARTER AND HARDING OPTICIANS, TROWBRIDGE, BA14 8HD
Primary Ophthalmic
NHS National Commissioning Board
CARTER AND HARDING OPTICIANS, WESTBURY, BA13 3DN
Primary Ophthalmic
NHS National Commissioning Board
COMPLETE COMMUNITY CARE (SOLENT) LTD, ANDOVER, SP10 3DS
Primary Ophthalmic
NHS National Commissioning Board
COMPLETE PRICE EYECARE LTD T/A THE OUTSIDE CLINIC, SWINDON, SN1 3EP
Primary Ophthalmic
NHS National Commissioning Board
COMMUNITY EYECARE LTD T/A VISON CALL, GLASGOW, G32 8NB
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS LTD, MALMESBURY, SN16 9AA
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS LTD, TROWBRIDGE, BA14 8AT
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS, AMESBURY, SP4 7DB
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS, CALNE, SN11 0HA
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS, CHIPPENHAM, SN15 3JP
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS, CORSHAM, SN13 0HB
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS, DEVIZES, SN10 1AJ
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS, MARLBOROUGH, SN8 1LW
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS, MELKSHAM, SN12 6JY
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS, WARMINSTER, BA12 9AN
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS, WESTBURY, BA13 3BN
Primary Ophthalmic
NHS National Commissioning Board
HAINES AND SMITH OPTICIANS, WOOTTON BASSETT, SN4 7AY
Primary Ophthalmic
NHS National Commissioning Board
MR JOHN HOOLEY, PORTON, SP4 0LZ
Primary Ophthalmic
NHS National Commissioning Board
BOOTS THE CHEMISTS, TISBURY, SP3 6LD
Pharmacy
NHS National Commissioning Board
BOOTS THE CHEMISTS, WARMINSTER, BA12 9AA
Pharmacy
NHS National Commissioning Board
Abicare Services - Live In (Low Dependency)
Continuing Health Care
Wiltshire Clinical Commissioning Group
Active Assistance for Client 16644
Continuing Health Care
Wiltshire Clinical Commissioning Group
Active Assistants (Bowel Management Care)
Continuing Health Care
Wiltshire Clinical Commissioning Group
Agin Care Salisbury
Continuing Health Care
Wiltshire Clinical Commissioning Group
Alderbury Bungalow (Scope)
Continuing Health Care
Wiltshire Clinical Commissioning Group
Allied Healthcare Devizes for Client 16815 - Carer Rate
Continuing Health Care
Wiltshire Clinical Commissioning Group
Ashgrove House
Continuing Health Care
Wiltshire Clinical Commissioning Group
Ashley Grange Nursing Home
Continuing Health Care
Wiltshire Clinical Commissioning Group
Autonomy Care Limited
Continuing Health Care
Wiltshire Clinical Commissioning Group
Autonomy Care Limited - Waking Nights
Continuing Health Care
Wiltshire Clinical Commissioning Group
Avondale (Turning Point)
Continuing Health Care
Wiltshire Clinical Commissioning Group
Bailey Employment Services for Client 16808
Continuing Health Care
Wiltshire Clinical Commissioning Group
Bloomfield Care Home
Primary Medical Care
Wiltshire Clinical Commissioning Group
Bloomfield Care Home
Continuing Health Care
Wiltshire Clinical Commissioning Group
Bradbury Health Alliance
Individual Patient Agreements
Wiltshire Clinical Commissioning Group
Acute/ Community
Wiltshire Clinical Commissioning Group
Bradies Taxis (Taxi Service)
Individual Patient Agreements
Wiltshire Clinical Commissioning Group
Continuing Health Care
Wiltshire Clinical Commissioning Group
Brandon Trust (The)
Individual Patient Agreements
Wiltshire Clinical Commissioning Group
Continuing Health Care
Wiltshire Clinical Commissioning Group
Avon Lodge Care Centre
Continuing Health Care
Wiltshire Clinical Commissioning Group
Care - Nursing Alliance for Client 19601
Primary Medical Care
Wiltshire Clinical Commissioning Group
Care - Nursing Alliance for Client 19602
Continuing Health Care
Wiltshire Clinical Commissioning Group
Care and Support Partnership
Continuing Health Care
Wiltshire Clinical Commissioning Group
Care Choice - Rate 1 - Low Rate
Continuing Health Care
Wiltshire Clinical Commissioning Group
Care Choice - Rate 2 - Medium Rate
Continuing Health Care
Wiltshire Clinical Commissioning Group
Care Choice - Rate 3 - High Rate
Continuing Health Care
Wiltshire Clinical Commissioning Group
Careline CC Ltd
Continuing Health Care
Wiltshire Clinical Commissioning Group
Catherine House General Nursing Home (HC-One Limited)
Continuing Health Care
Wiltshire Clinical Commissioning Group
Complete Care (HTLAH) North 2 - Standard Rate
Primary Medical Care
Wiltshire Clinical Commissioning Group
Complete Care (HTLAH) North 2 - Standard Rate
Continuing Health Care
Wiltshire Clinical Commissioning Group
Complete Care (HTLAH) West 1 - Standard Rate
Continuing Health Care
Wiltshire Clinical Commissioning Group
Complete Care Services
Continuing Health Care
Wiltshire Clinical Commissioning Group
Complete Care Services - Live In Rate for Client 17277
Continuing Health Care
Wiltshire Clinical Commissioning Group
Complete Care Services - Waking Night for Client 17277
Continuing Health Care
Wiltshire Clinical Commissioning Group
Cedars (The)
Continuing Health Care
Wiltshire Clinical Commissioning Group
Celtic Care Services
Continuing Health Care
Wiltshire Clinical Commissioning Group
Children's Hospice South West
Continuing Health Care
Wiltshire Clinical Commissioning Group
Chippenham Abbey Taxi (Taxi Service)
Continuing Health Care
Wiltshire Clinical Commissioning Group

Cepen Lodge	Continuing Health Care	Wiltshire Clinical Commissioning Group
Cerne Abbas Care Home "Adiemus Care Limited"	Continuing Health Care	Wiltshire Clinical Commissioning Group
British Pregnancy Advisory Service	Continuing Health Care	Wiltshire Clinical Commissioning Group
Coleg Elidyr (Camphill Centre)	Primary Medical Care	Wiltshire Clinical Commissioning Group
Coleg Elidyr (Camphill Centre)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Castle View Nursing Home	Continuing Health Care	Wiltshire Clinical Commissioning Group
Complete Care (HTLAH) North 2 - Sleeping Night Client Specific for 17276	Continuing Health Care	Wiltshire Clinical Commissioning Group
Consensus	Continuing Health Care	Wiltshire Clinical Commissioning Group
Cornerstones UK Ltd (10 High Street)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Cornfields (Liase Loddon Limited)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Cote House	Continuing Health Care	Wiltshire Clinical Commissioning Group
Glenside Manor (Avon Ward)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Glenside Manor (Nadder Ward)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Glenside Manor (Newton House)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Forest View Care Home	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
Forget Me Not Care Ltd	Continuing Health Care	Wiltshire Clinical Commissioning Group
Fountain Place Nursing Home	Continuing Health Care	Wiltshire Clinical Commissioning Group
Bristol Primary Care Trust	Smokefree Southwest	Wiltshire Local Authority (Public Health)
Devon Primary Care Trust	Prison Health	NHS National Commissioning Board
A.R.C.H.	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Abbey Taxi	Renal & Non Urgent Patient Transport	Wiltshire Clinical Commissioning Group
ACTION ON ADDICTION	Stop Smoking Service	Wiltshire Local Authority (Public Health)
	Substance Misuse	Wiltshire Local Authority (Public Health)
Abbeyfield School	school based health and wellbeing drop in	Wiltshire Local Authority (Public Health)
Adastra	End of life license	Wiltshire Clinical Commissioning Group
Adcroft Cardiology	Community Cardiology	Wiltshire Clinical Commissioning Group
	Huw Williams Echo Community Contract (GPwSI)	Wiltshire Clinical Commissioning Group
Autism Diagnostic Research Centre Southampton	AQP Autistic Spectrum Conditions - Diagnostic service	Wiltshire Clinical Commissioning Group
Amsosa	Sexual Violence against men support	Wiltshire Local Authority (Public Health)
Anzac House	Individual Patient Agreements	Wiltshire Clinical Commissioning Group
Arlimoor	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Ask	Voluntary Sector	Wiltshire Clinical Commissioning Group
Assura Wiltshire LLP	Occupational Health Services	NHS National Commissioning Board
Avon Court Care Centre	Primary Medical Care	Wiltshire Clinical Commissioning Group
Avon Valley School	school based health and wellbeing drop in	Wiltshire Local Authority (Public Health)
Banbury Private Ambulance	Ambulance	Wiltshire Clinical Commissioning Group
Barchester Healthcare	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Barnados	support to prisoners families	Wiltshire Local Authority (Public Health)
Bath Fertility Centre	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Acute	Wiltshire Clinical Commissioning Group
BROADREACH HOUSE	Substance Misuse	Wiltshire Local Authority (Public Health)
BROADWAY LODGE	Substance Misuse	Wiltshire Local Authority (Public Health)
BUPA Home healthcare	Meds Delivery Service	Wiltshire Clinical Commissioning Group
Cambian	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Castlebeck	Mental Health/ LD	Wiltshire Clinical Commissioning Group
Cedar Care Homes Ltd	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Central Homecare Ltd	Meds Delivery Service	Wiltshire Clinical Commissioning Group
Chippenham Opportunity Group	Voluntary Sector	Wiltshire Clinical Commissioning Group
Choice Care Group	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Citizens Advice Bureau Wiltshire	Inequalities project	Wiltshire Local Authority (Public Health)
	financial advice to mental health service users	Wiltshire Local Authority (Public Health)
Cleveland Lodge	Continuing Health Care	Wiltshire Clinical Commissioning Group
Clinic Ltd, 56 London Road	Manual Lymphatic Drainage & Therapy	Wiltshire Clinical Commissioning Group
Clive Shaw, Cornerways Medical Centre, Parkers Close, Ringwood, Hants, Bk24 1SD	ENT Service	Wiltshire Clinical Commissioning Group
Clouds House Action on Addiction	Stop Smoking Service	Wiltshire Local Authority (Public Health)
Community First	Health trainer programme	Wiltshire Local Authority (Public Health)
Continyou	Skilled for health	Wiltshire Local Authority (Public Health)
Cornerstones	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Learning Disabilities (LD)	Wiltshire Clinical Commissioning Group
	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Cornerstones Ltd	Mental Health / Learning Difficulties / Community	Wiltshire Clinical Commissioning Group
Cote House (Voyage 1 Ltd)	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Community Health Services	Wiltshire Clinical Commissioning Group
Cottage Dental & Implant Clinic Limited, Wotton Bassett	Primary Care - Dental	NHS National Commissioning Board
Craegmoor Healthcare (Priory Group)	Learning Disabilities (LD)	Wiltshire Clinical Commissioning Group
Craegmoor House	Continuing Health Care	Wiltshire Clinical Commissioning Group
CRANSTOUN DRUG SERVICES	Substance Misuse	Wiltshire Local Authority (Public Health)
Cruse Bath	bereavement support	Wiltshire Local Authority (Public Health)
Cruse Salisbury	bereavement support	Wiltshire Local Authority (Public Health)
Culverhayes Care Centre	Continuing Health Care	NHS National Commissioning Board
Cygnat Kewstoke	Mental Health/ Learning Difficulties	NHS National Commissioning Board
Dairy House (The)	Continuing Health Care	NHS National Commissioning Board
Dalwood Farm (Ability Association Ltd)	Primary Medical Care	NHS National Commissioning Board
	Continuing Health Care	NHS National Commissioning Board
DAVID DWYER, ABERGAVENNY, NP7 6PF	Primary Ophthalmic	NHS National Commissioning Board
Daz Harding	GP Obesity Work	Wiltshire Local Authority (Public Health)
Dental Care Limited, Trowbridge	Primary Care - Dental	NHS National Commissioning Board
Dental Care Limited, Westbury	Primary Care - Dental	NHS National Commissioning Board
DOLLAND AND AITCHISON, SALISBURY, SP1 2DF	Primary Ophthalmic	NHS National Commissioning Board
Dorothy House Hospice	AQP Non-palliative Lymphoedema service	Wiltshire Clinical Commissioning Group
Dorset Healthcare University NHS Foundation Trust	Mental Health/ Learning Difficulties	Wiltshire Clinical Commissioning Group
Douglas Arter Centre (Scope)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Dunwood Manor Nursing Home	Continuing Health Care	Wiltshire Clinical Commissioning Group
EASTLEIGH SURGERY, WESTBURY, BA13 3JD	GP LES	Wiltshire Local Authority (Public Health)
Elizabeth House Social Centre (Blue Skies)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Elizabeth Martin	Lymphedema Service	Wiltshire Clinical Commissioning Group
Elizabeth Phillips (Physio)	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
Evolution Homecare Services	Meds Delivery Service	Wiltshire Clinical Commissioning Group
EYETECH OPTICIANS LTD, MIDSOMER NORTON, BA3 2HE	Primary Care	NHS National Commissioning Board
	Primary Ophthalmic	NHS National Commissioning Board
Ferndale Dental Practice Limited, Devizes	Primary Care - Dental	NHS National Commissioning Board
Firlawn House Nursing Home	Continuing Health Care	Wiltshire Clinical Commissioning Group
FITTLEWORTH MEDICAL LTD, SALISBURY, SP1 2AP	Dispensing Appliance Contractor	NHS National Commissioning Board
Focus Point (Turning Point)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Four Seasons Medical	Neuro Rehab Inpatient Service	Wiltshire Clinical Commissioning Group
Freedom Social Care for Client 28895	Continuing Health Care	Wiltshire Clinical Commissioning Group

Freedom Social Care recruitment	Continuing Health Care	Wiltshire Clinical Commissioning Group
Froxfield Nursing Home (Brendon Care)	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
Glenside Manor (The Arc)	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
Glenside Manor (The Old Vicarage)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Glenside Manor Healthcare Ltd	Neuro Rehab Inpatient Service	Wiltshire Clinical Commissioning Group
	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Goatacre Manor Care Centre	Continuing Health Care	Wiltshire Clinical Commissioning Group
GP Appraisers and Advanced Appraisers	GP Appraisals	NHS National Commissioning Board
GRAEME ANDREW MOUNTFORD, CORSHAM, SN13 0ES	Primary Ophthalmic	NHS National Commissioning Board
Greathouse Home - Leonard Cheshire Disability	Continuing Health Care	Wiltshire Clinical Commissioning Group
Hanlon & Gardner Dental Surgeons, Chippenham	Primary Care - Dental	NHS National Commissioning Board
Headway Swindon & District	Continuing Health Care	Wiltshire Clinical Commissioning Group
HEALTHCALL OPTICAL SERVICES LTD, LUTON, LU4 8EF	Primary Ophthalmic	NHS National Commissioning Board
Healthcare at Home Ltd	Meds Delivery Service	Wiltshire Clinical Commissioning Group
Heather House Nursing Home (SeeAbility)	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
	Community Health Services	Wiltshire Clinical Commissioning Group
Helen & Douglas House	Continuing Health Care	Wiltshire Clinical Commissioning Group
Henford House Nursing Home	Continuing Health Care	Wiltshire Clinical Commissioning Group
Hillcrest House (Avonpark Care Centre/Bevenpark Ltd)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Holly Lodge (White Horse Care Trust)	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
HOME CARE EYE CLINIC, BIRMINGHAM, B8 2LX	Primary Ophthalmic	NHS National Commissioning Board
HOME CARE OPTICIANS, BRISTOL, BS16 3UW	Primary Ophthalmic	NHS National Commissioning Board
Hunters Moon (Holmleigh Care Homes Ltd)	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Community Health Services	Wiltshire Clinical Commissioning Group
Immacolata House	Continuing Health Care	Wiltshire Clinical Commissioning Group
Innovations Wiltshire Ltd, 11 The Crescent	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
Innovations Wiltshire Ltd, 36 Wilcot Road	Continuing Health Care	Wiltshire Clinical Commissioning Group
Integrated Dental Holdings Limited, Salisbury	Primary Care - Dental	NHS National Commissioning Board
JM FORSS OPTICIANS, MALMESBURY, SN16 9AG	Primary Ophthalmic	NHS National Commissioning Board
Jonathan Cooper Southern Independent Medical Practice, Wyndham Road, Salisbury	Vasectomies (GPwSI)	Wiltshire Clinical Commissioning Group
	Skin Cancer (Low risk BCC) (GPwSI)	Wiltshire Clinical Commissioning Group
John Masefield Cheshire Home (Leonard Cheshire Disability)	Continuing Health Care	Wiltshire Clinical Commissioning Group
John of Gaunt School	school based health and wellbeing drop in	Wiltshire Local Authority (Public Health)
Kapow	Chlamydia results text messaging service	Wiltshire Local Authority (Public Health)
Karin Hoffermann	Lymphatic Therapy	Wiltshire Clinical Commissioning Group
Keepence Homes (19 Wilcot Road)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Kimberly House Nursing Home	Clinical Negligence Risk Pooling	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
Kington St Michael Home	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
Language Line	Language/Document Translation	NHS National Commissioning Board
Larkrise Community Farm	Continuing Health Care	Wiltshire Clinical Commissioning Group
Lavender House (Voyage)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Lavington Campus	school based health and wellbeing drop in	Wiltshire Local Authority (Public Health)
Leonard Cheshire Disability (HTLAH) North 1 - Standard Rate	Continuing Health Care	Wiltshire Clinical Commissioning Group
Leonora Home	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
Leszan Travel Ltd	Continuing Health Care	Wiltshire Clinical Commissioning Group
Liaise Lodden Ltd - Willow Tree Lodge	Continuing Health Care	Wiltshire Clinical Commissioning Group
Life Line Homecare	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
Lilac Grove (Sense)	Continuing Health Care	Wiltshire Clinical Commissioning Group
LLOYDS PHARMACY, DURRINGTON, SP4 8DL	Pharmacy	NHS National Commissioning Board
LLOYDS PHARMACY, WILTON, SP2 0HA	Pharmacy	NHS National Commissioning Board
Long Street Dental, Devizes	Primary Care - Dental	NHS National Commissioning Board
Luma Care	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Lymphatica UK	Lymphatic Therapy	Wiltshire Clinical Commissioning Group
Marie Curie Cancer Care	Community Health Services	Wiltshire Clinical Commissioning Group
Marie Louise House	Community Health Services	Wiltshire Clinical Commissioning Group
Marie Stopes International	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Community Health Services	Wiltshire Clinical Commissioning Group
Maristow House Nursing Home	Continuing Health Care	Wiltshire Clinical Commissioning Group
Market Place Dental Practice Limited, Melksham	Primary Care - Dental	NHS National Commissioning Board
Marlborough GP Practice Dental Services, Marlborough	Primary Care - Dental	NHS National Commissioning Board
Mavern House Nursing Home	Primary Medical Care (LES)	Wiltshire Clinical Commissioning Group
	Continuing Health Care	Wiltshire Clinical Commissioning Group
Mayo House (Aspects & Milestones Trust)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Medtronic	Primary Medical Care	Wiltshire Clinical Commissioning Group
	Meds Delivery Service	Wiltshire Clinical Commissioning Group
MEMORY OPTICIANS, AMESBURY, SP4 7HD	Primary Ophthalmic	NHS National Commissioning Board
MEMORY OPTICIANS, SALISBURY, SP1 2DF	Primary Ophthalmic	NHS National Commissioning Board
MEMORY OPTICIANS, TIDWORTH, SP9 7NN	Primary Ophthalmic	NHS National Commissioning Board
MEND	MEND	Wiltshire Local Authority (Public Health)
Mental Health First Aid Training	mental health awareness training	Wiltshire Local Authority (Public Health)
Merlin Court	Continuing Health Care	Wiltshire Clinical Commissioning Group
Milford House	Continuing Health Care	Wiltshire Clinical Commissioning Group
Miranda House Nursing Home (Caring Homes)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Moormead House Nursing Home	Continuing Health Care	Wiltshire Clinical Commissioning Group
MR A DAY, MRS R FRAMPTON, MISS B LALAN, MELKSHAM, SN12 7ES	Primary Care - Dental	NHS National Commissioning Board
Mr A Godara, Mr N Parson, Salsbury, SP2 7RP	Primary Care - Dental	NHS National Commissioning Board
MR A HAYES, TIDWORTH, SP9 7NN	Primary Care - Dental	NHS National Commissioning Board
Mr C Catton-Taylor, Mr RM Wilson, Chippenham, SN15 3LD	Primary Care - Dental	NHS National Commissioning Board
MR C EDWARDS, BOX, SN13 8NN	Pharmacy	NHS National Commissioning Board
Mr C Kilick, Salsbury, SP1 1DP	Primary Care - Dental	NHS National Commissioning Board
MR CS LAMBERT-ROSE, CHIPPENHAM, SN15 3ER	Primary Care - Dental	NHS National Commissioning Board
MR D PEARCE, CRICKLADE, SN6 6AA	Primary Care - Dental	NHS National Commissioning Board
Mr D Pullen, Salsbury, SP1 1DP	Primary Care - Dental	NHS National Commissioning Board
MR E READ-WARD, SALISBURY, SP2 7HL	Primary Care - Dental	NHS National Commissioning Board
MR EJ ATKINS, WESTBURY, BA13 3HB	Primary Care - Dental	NHS National Commissioning Board
Mr G & Mr V Williams, Marlborough	Primary Care - Dental	NHS National Commissioning Board
Mr G Gibbs, Alderbury, SP5 3EA	Primary Care - Dental	NHS National Commissioning Board
MR I GRANT, WOOTTON BASSETT, SN4 7AQ	Primary Care - Dental	NHS National Commissioning Board
Mr J Seton, Trowbridge, BA14 0QQ	Primary Care - Dental	NHS National Commissioning Board
MR J TAYLOR, MARLBOROUGH, SN8 4FD	Primary Care - Dental	NHS National Commissioning Board
Mr M Alizadeh, Salsbury	Primary Care - Dental	NHS National Commissioning Board
Mr M Alizadeh, Wilton	Primary Care - Dental	NHS National Commissioning Board
Mr M Bassett-Cross, Malsbury, SN16 9AX	Primary Care - Dental	NHS National Commissioning Board
MR M INMAN, AMESBURY, SP4 7AN	Primary Care - Dental	NHS National Commissioning Board
Mr M Monsef, Pewsey, SN9 5ES	Primary Care - Dental	NHS National Commissioning Board
Mr M Saliba, Westbury, BA13 3EQ	Primary Care - Dental	NHS National Commissioning Board

MR P COOKE, PURTON, SN5 4AA	Primary Care - Dental	NHS National Commissioning Board
Mr P Copson, Chippenham	Primary Care - Dental	NHS National Commissioning Board
Mr P James, Salisbury, SP1 3TE	Primary Care - Dental	NHS National Commissioning Board
Mr P Riesley-Prichard, Devizes, SN10 1JD	Primary Care - Dental	NHS National Commissioning Board
Mr P Wylie, Urchfont, SN10 4QH	Primary Care - Dental	NHS National Commissioning Board
MR RA FOX, CORSHAM, SN13 0HB	Primary Care - Dental	NHS National Commissioning Board
MR S REEVE, PEWSEY, SN9 5AF	Primary Care - Dental	NHS National Commissioning Board
MR S SHERRARD, MERE, BA12 6EW	Primary Care - Dental	NHS National Commissioning Board
MR W STAFFORD-WOOD, CORSHAM, SN13 9BX	Primary Care - Dental	NHS National Commissioning Board
Ms A Bizard, Salisbury, SP1 2DN	Primary Care - Dental	NHS National Commissioning Board
Ms Al Ramos De Oliveira Moller, Trowbridge, BA14 8DE	Primary Care - Dental	NHS National Commissioning Board
Ms J Denning, Marlborough, SN8 4FD	Primary Care - Dental	NHS National Commissioning Board
MS K LINTIN, SALISBURY, SP2 8BD	Primary Care - Dental	NHS National Commissioning Board
MS ML THOMAS, SALISBURY, SP1 1BG	Primary Care - Dental	NHS National Commissioning Board
MS SL WATT, CHIPPENHAM, SN15 3ER	Primary Care - Dental	NHS National Commissioning Board
N Wilts and Devizes Portage	Voluntary Sector	Wiltshire Clinical Commissioning Group
N Wilts Holidays for Disabled	Voluntary Sector	Wiltshire Clinical Commissioning Group
Naomi House & Jack's Place	Primary Medical Care	Wiltshire Clinical Commissioning Group
New Forest Nursing Home	Community Health Services	Wiltshire Clinical Commissioning Group
NEW HIGHWAY	Continuing Health Care	Wiltshire Clinical Commissioning Group
New Street Surgery	Substance Misuse	Wiltshire Local Authority (Public Health)
NHS Litigation Authority	Sustainability Project	Wiltshire Local Authority (Public Health)
NIXON AND SHAW OPTICIANS, BRADFORD ON AVON, BA15 1LN	Clinical Negligence Risk Pooling	Wiltshire Clinical Commissioning Group
NIXON AND SHAW OPTICIANS, DEVIZES, SN10 1DN	Primary Ophthalmic	NHS National Commissioning Board
NIXON AND SHAW OPTICIANS, MELKSHAM, SN12 6JU	Primary Ophthalmic	NHS National Commissioning Board
NORTH EAST WILTSHIRE CLINICAL COMMISSIONING GROUP	PBC LES	Wiltshire Clinical Commissioning Group
Nurse Plus for Client 16535 - Respite for Client 16536	Continuing Health Care	Wiltshire Clinical Commissioning Group
Nurse Plus for Client 16535 - Sleeping night	Primary Medical Care	Wiltshire Clinical Commissioning Group
Nurse Plus for Client 16536	Continuing Health Care	Wiltshire Clinical Commissioning Group
Oasis Dental Care Limited, Trowbridge	Continuing Health Care	Wiltshire Clinical Commissioning Group
Odstock Medical Ltd	Primary Medical Care	Wiltshire Clinical Commissioning Group
Old Parsonage (The) - Roseville Care Home Ltd	Primary Care - Dental	NHS National Commissioning Board
Optima Low Vision Ltd	Community Health Services	Wiltshire Clinical Commissioning Group
ORBITAL EYEWEAR LTD, BATH, BA1 6PP	Primary Medical Care	Wiltshire Clinical Commissioning Group
Orchard End (Choice Care Group)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Order of St John Care Trust	Continuing Health Care	Wiltshire Clinical Commissioning Group
Ordinary Life Project Association NHS Pension Indexation - Reducing Basis	Primary Medical Care	Wiltshire Clinical Commissioning Group
Orion Medical Products	Care Home Beds	Wiltshire Clinical Commissioning Group
Partnerships in Care	Voluntary Sector	Wiltshire Clinical Commissioning Group
Peel House	Needle Exchange Pack Provider	Wiltshire Local Authority (Public Health)
Pembroke Lodge	Mental Health/ Learning Difficulties	Wiltshire Clinical Commissioning Group
Pennings View (Cornerstones (UK) Ltd)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Pennyhooks Project	Continuing Health Care	Wiltshire Clinical Commissioning Group
Peter Sharpe, Grove House Surgery, 18 Wilton Road, Salisbury, SP1 3QP	Continuing Health Care	Wiltshire Clinical Commissioning Group
PHARMAXO SERVICES LTD, CORSHAM, SN13 9RG	Carpal Tunnel Surgery	Wiltshire Clinical Commissioning Group
PHF Services Ltd	Vasectomies (GPwSI)	Wiltshire Clinical Commissioning Group
PHILIP LEEB OPTICIANS, ABERGAVENNY, NP7 8AB	Pharmacy	NHS National Commissioning Board
Phoenix House	ADHD	Wiltshire Clinical Commissioning Group
Prentwood Residential Home	Primary Ophthalmic	NHS National Commissioning Board
Preventix	Continuing Health Care	Wiltshire Clinical Commissioning Group
Princess Lodge Care Centre	Continuing Health Care	Wiltshire Clinical Commissioning Group
Priory	online chlamydia testing	Wiltshire Local Authority (Public Health)
Private Providers	Continuing Health Care	Wiltshire Clinical Commissioning Group
Quarrydene (Holmleigh Care Homes Ltd)	Learning Disabilities (LD)	Wiltshire Clinical Commissioning Group
Rainbow Rooms	Community Health Services	Wiltshire Clinical Commissioning Group
Ravenscroft	Continuing Health Care	Wiltshire Clinical Commissioning Group
RAYNER PROFESSIONAL SERVICES LTD, CALNE, SN11 0BY	Community HIV testing	Wiltshire Local Authority (Public Health)
RD WHITE LTD, TROWBRIDGE, BA14 8DE	Continuing Health Care	Wiltshire Clinical Commissioning Group
Reach (Resi)	Primary Ophthalmic	NHS National Commissioning Board
Rethink	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Revival	Voluntary Sector	Wiltshire Clinical Commissioning Group
Ridgeway (HTLAH) East 1 - Standard Rate	Continuing Health Care	Wiltshire Clinical Commissioning Group
Ridgeway (HTLAH) South 1 - Standard Rate	Continuing Health Care	Wiltshire Clinical Commissioning Group
Ridgeway (HTLAH) South 2 - Standard Rate	Continuing Health Care	Wiltshire Clinical Commissioning Group
RJ MANNS OPTICIANS, THORNBURY, BA35 2AR	Continuing Health Care	Wiltshire Clinical Commissioning Group
Rothsay Grange Care Home (Barchester Healthcare)	Primary Ophthalmic	NHS National Commissioning Board
ROVING EYE, SALISBURY, SP5 5DB	Continuing Health Care	Wiltshire Clinical Commissioning Group
ROWLANDS L & CO (RETAIL) LTD, SALISBURY, SP1 2PT	Primary Ophthalmic	NHS National Commissioning Board
ROWLANDS L & CO (RETAIL) LTD, SALISBURY, SP2 7TD	Pharmacy	NHS National Commissioning Board
ROY BHITA & JACQUELINE BURNS OPTICIANS, MARLBOROUGH, SN8 1HN	Primary Ophthalmic	NHS National Commissioning Board
Royal Bournemouth Prosthetics Service	Substance Misuse - Supervised Consumption	Wiltshire Local Authority (Public Health)
Salisbury Hospice	Pharmacy	NHS National Commissioning Board
SALISBURY VISION EXPRESS, SALISBURY, SP1 1EP	Prosthetics and orthotics	Wiltshire Clinical Commissioning Group
Sampford Care Home	Community Health Services	Wiltshire Clinical Commissioning Group
SAMSCO LTD, SWINDON, SN3 1JU	Primary Ophthalmic	NHS National Commissioning Board
Sarsen House (Tullyboy Homes)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Sarum Clinical Commissioning Group	PBC LES	Wiltshire Clinical Commissioning Group
SARUM PHARMACY, SALISBURY, SP4 6EB	Pharmacy	NHS National Commissioning Board
Self Unlimited	Continuing Health Care	Wiltshire Clinical Commissioning Group
Selwyn Care Ltd	Continuing Health Care	Wiltshire Clinical Commissioning Group
SEQOL Care and Support Partnership CIC	Chronic Fatigue	Wiltshire Clinical Commissioning Group
Shapland Close (Scope)	AQP Autistic Spectrum Conditions - Diagnostic service	Wiltshire Clinical Commissioning Group
Shaw Healthcare	Continuing Health Care	Wiltshire Clinical Commissioning Group
Sheldon School	Mental Health/ Learning Difficulties	Wiltshire Clinical Commissioning Group
SILVERTHORNES OPTICIANS, SALISBURY, SP1 2DD	school based health and wellbeing drop in	Wiltshire Local Authority (Public Health)
SIMPLY SPECS, CHIPPENHAM, SN14 6QA	Primary Ophthalmic	NHS National Commissioning Board
SJ HUSSEY OPTICIANS, PEWSEY, SN9 5AQ	Primary Ophthalmic	NHS National Commissioning Board
Somerset care at Home	Primary Ophthalmic	NHS National Commissioning Board
Soundwell Music Therapy	Learning Disabilities (LD)	Wiltshire Clinical Commissioning Group
South Wilts Grammar School	Music Therapy Service for people with complex mental health needs living in Wiltshire	Wiltshire Clinical Commissioning Group
SPECSAVERS OPTICIANS, CHIPPENHAM, SN15 3WL	school based health and wellbeing drop in	Wiltshire Local Authority (Public Health)
SPECSAVERS OPTICIANS, DEVIZES, SN10 1AJ	Primary Ophthalmic	NHS National Commissioning Board
SPECSAVERS OPTICIANS, FROME, BA11 1BS	Primary Ophthalmic	NHS National Commissioning Board
SPECSAVERS OPTICIANS, MARLBOROUGH, SN8 1HN	Primary Ophthalmic	NHS National Commissioning Board
SPECSAVERS OPTICIANS, WARMINSTER, BA12 9AY	Primary Ophthalmic	NHS National Commissioning Board

Spire Homecare Ltd	Continuing Health Care	Wiltshire Clinical Commissioning Group
Splitz	support to victims of domestic abuse and their families	Wiltshire Local Authority (Public Health)
St Andrews Healthcare	Mental Health/ Learning Difficulties	Wiltshire Clinical Commissioning Group
St Augustine's school	school based health and wellbeing drop in	Wiltshire Local Authority (Public Health)
St Bridgets Care Service for Client 17257 - Increased Rate	Continuing Health Care	Wiltshire Clinical Commissioning Group
St John Ambulance	Continuing Health Care	Wiltshire Clinical Commissioning Group
St Luke's Hospital (Private)	Learning Disabilities (LD)	Wiltshire Clinical Commissioning Group
	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
ST MARGARET'S PHARMACY, BRADFORD ON AVON, BA15 1DQ	Pharmacy	NHS National Commissioning Board
St Nicholas School	Community Health Services	Wiltshire Clinical Commissioning Group
St Vincent's	Continuing Health Care	Wiltshire Clinical Commissioning Group
Starline Taxis	Continuing Health Care	Wiltshire Clinical Commissioning Group
	Renal & Non Urgent Patient Transport	Wiltshire Clinical Commissioning Group
Staverton House	Continuing Health Care	Wiltshire Clinical Commissioning Group
Stonehenge School	school based health and wellbeing drop in	Wiltshire Local Authority (Public Health)
Streamline Taxis	Renal & Non Urgent Patient Transport	Wiltshire Clinical Commissioning Group
Stroud	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Sustrans	Bike It plus	Wiltshire Local Authority (Public Health)
SUTTON BENDER SURGERY, SUTTON BENDER, SN15 4RP	GP LES	Wiltshire Local Authority (Public Health)
SWINDON AND WILTSHIRE ALCOHOL AND DRUGS SERVICE	Substance Misuse	Wiltshire Local Authority (Public Health)
TANDAY PHARMACY, SALISBURY, SP2 7EF	Pharmacy	NHS National Commissioning Board
TASC	Health & wellbeing project pathfinder project in Trowbridge	Wiltshire Local Authority (Public Health)
Terrence Higgins Trust Bristol	HIV Care and Counselling	Wiltshire Local Authority (Public Health)
	College based, sexual health drop-ins	Wiltshire Local Authority (Public Health)
	Sexual Health Peer education	Wiltshire Local Authority (Public Health)
TESCO OPTICIANS, SALISBURY, SP1 2NY	Primary Ophthalmic	NHS National Commissioning Board
TESCO OPTICIANS, TROWBRIDGE, BA14 7AQ	Primary Ophthalmic	NHS National Commissioning Board
The Health Centre Dental Clinic, Bradford on Avon	Primary Care - Dental	NHS National Commissioning Board
The Manor Care Home	Continuing Health Care	Wiltshire Clinical Commissioning Group
Thornbury Nursing	Continuing Health Care	Wiltshire Clinical Commissioning Group
TILL VALLEY SURGERY, SHREWTON, SP3 4BZ/5QK	HPV Vaccination	Wiltshire Local Authority (Public Health)
WILTSHIRE PCT/locally Developed Contract/Other/70/41000	MMR Vaccination	Wiltshire Local Authority (Public Health)
Tracs	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Tracs Ltd	Continuing Health Care	Wiltshire Clinical Commissioning Group
Trafalgar School	school based health and wellbeing drop in	Wiltshire Local Authority (Public Health)
Trowbridge Oaks	Continuing Health Care	Wiltshire Clinical Commissioning Group
Turning Point, 32 Berkshire Road	Continuing Health Care	Wiltshire Clinical Commissioning Group
TwoPlus	sexual health website	Wiltshire Local Authority (Public Health)
United Response - 1 Arundel Close	Continuing Health Care	Wiltshire Clinical Commissioning Group
Various providers - Continuing Health Care Packages now closed	Continuing Health Care	Wiltshire Clinical Commissioning Group
	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
Various providers - Non Continuing Health Care Placement Packages now closed	Mental Health/ Learning Difficulties/ Community	Wiltshire Clinical Commissioning Group
VISION CARE 20/20 LLP Trading as BOOTS, DEVIZES, SN10 1JG	Primary Ophthalmic	NHS National Commissioning Board
VISION EXPRESS (UK LTD), AMESBURY, SP4 7HD	Primary Ophthalmic	NHS National Commissioning Board
VISION EXPRESS (UK LTD), WARMINSTER, BA12 9AY	Primary Ophthalmic	NHS National Commissioning Board
VISIONPLUS (MELKSHAM) LTD, MELKSHAM, SN12 6LE	Primary Ophthalmic	NHS National Commissioning Board
VISIONPLUS (SALISBURY) LTD, SALISBURY, SP1 2DF	Primary Ophthalmic	NHS National Commissioning Board
VISIONPLUS (TROWBRIDGE) LTD, TROWBRIDGE, BA14 8AT	Primary Ophthalmic	NHS National Commissioning Board
Wellington	school based health and wellbeing drop in	Wiltshire Local Authority (Public Health)
WEST WILTSHIRE, YATTON KEYNELL AND DEVIZES CLINICAL COMMISSIONING GROUP	PBC LES	Wiltshire Clinical Commissioning Group
White Horse Care Trust , 25 Windemere	Continuing Health Care	Wiltshire Clinical Commissioning Group
White Horse Care Trust, 12a Masefield Avenue	Continuing Health Care	Wiltshire Clinical Commissioning Group
White Lodge (The)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Whitcross Dental Care Limited, Trowbridge	Primary Care - Dental	NHS National Commissioning Board
Whitehorse Dental Practice, Westbury	Primary Care - Dental	NHS National Commissioning Board
WHITCROSS DENTAL CARE LIMITED, WOOTTON BASSETT, SN4 7AX	Primary Care - Dental	NHS National Commissioning Board
WHITCROSS DENTAL CARE LIMITED, AMESBURY, SP4 7DB	Primary Care - Dental	NHS National Commissioning Board
WHITCROSS DENTAL CARE LIMITED, MALMESBURY, SN16 0FB	Primary Care - Dental	NHS National Commissioning Board
WHITCROSS DENTAL CARE LIMITED, MELKSHAM, SN12 6LG	Primary Care - Dental	NHS National Commissioning Board
WHITCROSS DENTAL CARE LIMITED, TIDWORTH, SP9 7FH	Primary Care - Dental	NHS National Commissioning Board
William Blake House	Continuing Health Care	Wiltshire Clinical Commissioning Group
Willow House	Continuing Health Care	Wiltshire Clinical Commissioning Group
Willows (The) Exalon Care Home Limited	Continuing Health Care	Wiltshire Clinical Commissioning Group
Wilton House	Continuing Health Care	Wiltshire Clinical Commissioning Group
WILTON I, 14 WEST STREET, WILTON, SP2 0DF	Primary Ophthalmic	NHS National Commissioning Board
Wiltshire Medical Services	Out of Hours and Single Point of Access	Wiltshire Clinical Commissioning Group
Wiltshire Money	Financial Inclusion for CYP	Wiltshire Local Authority (Public Health)
Wiltshire Probation Trust	Health trainers	Wiltshire Local Authority (Public Health)
Wiltshire Wildlife Trust	Outdoor physical activity/green gym	Wiltshire Local Authority (Public Health)
Wingfield Care Home (Barchester Healthcare Ltd)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Winterbourne Care Centre (Caring Homes)	Continuing Health Care	Wiltshire Clinical Commissioning Group
Wyllye Valley Dentistry Limited, Warminster	Primary Care - Dental	NHS National Commissioning Board
Market Lavington Nursing and Residential Home	Continuing Health Care	Wiltshire Clinical Commissioning Group
Evolution Homecare Services	Meds Delivery Service	Wiltshire Clinical Commissioning Group
MR CS LAMBERT-ROSE, MISS SL WATT, CHIPPENHAM, SN15 3E	Primary Care - Dental	NHS National Commissioning Board
MS A BLIZARD, SALISBURY, SP1 2DN	Primary Care - Dental	NHS National Commissioning Board
MR C KILLICK, SALISBURY, SP1 1DP	Primary Care - Dental	NHS National Commissioning Board
Wiltshire college	Sexual health promotion	Wiltshire Local Authority (Public Health)



ANNEX 4

TEMPLATE FOR SENDER ASSURANCE

**The property, rights and liabilities schedule for [Wiltshire Primary Care Trust]**

The property, rights and liabilities identified in the draft Transfer Scheme attached at Appendix 1 are the property of **[Wiltshire Primary Care Trust]** (the "transferor") and have been identified as property which will transfer to the transferees, as identified in Schedule 2 of the attached Transfer Scheme on the effective date of the transfer.

The transferor shall continue to engage with the transferees and/or any third parties until the effective date of transfer in order that any further property, rights and liabilities, not captured at this date, are adequately dealt with.

Signed on behalf of the transferor  
**[Wiltshire Primary Care Trust]**

Signature: ..... 

Name: JENNIFER HOWELLS TONY BARRON

Role: CHIEF EXECUTIVE CHAIR

[That is, Authorised Officer position within the Sender]

Date: 21 MARCH 2013

Whilst we have signed this Annex 4 which advises of the property, rights and liabilities schedule for Wiltshire Primary Care Trust, we have submitted the draft Transfer Scheme Appendix 1 with circa 70 pages of amendments which are required in order that the final Transfer Schedule issued will be as accurate as possible at this date.

## **APPENDIX 1**

### **Transfer Scheme**