

The SFGB (Property, Rights and Liabilities) Transfer Scheme 2019

Coming into effect - -[xx] January 2019

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The Secretary of State makes this Transfer Scheme in exercise of the powers conferred by Section (1) (7) and Schedule 2 of the Financial Guidance and Claims Act 2018.

Citation, commencement and application

1.-(1) This scheme may be cited as the SFGB (Property, Rights and Liabilities) Transfer Scheme 2018.

- 2) This scheme comes into effect on [xx] January 2019.
- 3) This scheme is made pursuant to Section (1) (7) and Schedule 2 of the Financial Guidance and Claims Act 2018 in connection with the transfer of property, rights and liabilities:
 - (a) from the Secretary of State and The Pensions Advisory Service to the single financial guidance body;
 - (b) from the consumer financial education body to the single financial guidance body and the devolved authorities.

(4) This scheme extends to England and Wales, Scotland and Northern Ireland.

Interpretation

2. In this Scheme-

“the Act” means the Financial Guidance and Claims Act 2018;

“content” means any information recorded in any form, whether in writing or stored in electronic form or as a sound, visual or audio-visual recording, including any computer programs;

“devolved authority” means any one of the Scottish Ministers, the Welsh Ministers, or the Department for Communities in Northern Ireland;

“employee” means an individual who has entered into or works under the terms of a contract of employment or a contract of service or apprenticeship, whether such contract is expressly agreed (in writing or orally) or is implied by the nature of the relationship, but does not include an individual who provides services under a contract for services, and “employer” and “employment” are to be construed accordingly;

“functions” means any of the functions specified in Section 3 of the Act;

“intellectual property rights” includes patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“liabilities” includes actual, contingent or potential claims, demands, actions, obligations, payments in settlement of any claim, fine, order, notice, injunction, damages, compensation, demand, expense, loss, proceedings, award, penalty, of whatever nature (including all forms of taxation), including all costs, legal and other professional fees, disbursements and expenses;

“licensing arrangement” means a licensing arrangement in respect of content (and all applicable intellectual property, rights and related obligations in relation thereto) entered into by the relevant transferor before the transfer date;

“property” includes land of any tenure, and all other real and personal property, consents, permits, licences, authorities, approvals, accreditations, money, shares, equities, claims, gifts, bequests, trusts, benefit of any contracts, plant and equipment, goodwill, intellectual property rights, records, stock, debts and all other assets of whatever nature, whether legal, equitable, or contractual;

“records” includes all documents, papers, content, data, rights in data, know-how, images, maps, videos and information, however generated and in whatever medium they are held;

“relevant transferee” means the single financial guidance body or in the case of paragraph 4 and Schedule 2 the single finance guidance body and, or the relevant devolved authority;

“relevant transferor” means the transferor specified in Schedules 1 to 3 in relation to any transfer under this scheme;

“rights” includes any right, claim, entitlement, demand, and the benefit of or entitlement to any action, obligation, payment in settlement of any claim, damages, compensation, relief or credit from or in respect of any form of taxation, expense, loss, proceedings, award, penalty, of whatever nature (including all forms of taxation), costs, legal and other professional fees, disbursements and expenses of whatever nature, including without limitation, any legal, equitable or contractual rights whether actual or contingent and whether expressed to be transferrable under any relevant contract or other instrument or not;

“Secretary of State” means the Secretary of State for Work and Pensions;

“SFGB” means the single financial guidance body;

“the transfer date” means [xx January 2019];

Transfer of the property, rights and liabilities of The Pensions Advisory Service

3. Schedule 1 makes provision for the transfer of all property, rights and liabilities of The Pensions Advisory Service, the relevant transferor, to the relevant transferee on the transfer date (save for those rights and liabilities which automatically transfer in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006).

Transfer of property, rights and liabilities of the consumer financial education body

4. Schedule 2 makes provision for the transfer of property, rights and liabilities of the consumer financial education body, the relevant transferor, to the relevant transferee on the transfer date (save for those rights and liabilities relating to contracts of employment and employees which are to be transferred and otherwise dealt with under The Financial Guidance and Claims Act (Money Advice Service Staff Transfer Scheme No. [TBC] as per Article 6 (2)).

Transfer of property, rights and liabilities of the Secretary of State

5. Schedule 3 makes provision for the transfer of property, rights and liabilities of the Secretary of State, the relevant transferor, to the relevant transferee on the transfer date.

Employees

6.- (1) Employees of The Pensions Advisory Service will transfer to the SFGB in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006.

(2) Employees of the consumer financial education body will transfer to the SFGB by means of a staff transfer scheme – The Financial Guidance and Claims Act (Money Advice Service Staff Transfer Scheme) No. [TBC].

(3) Arrangements will be made for those employees of the Department for Work and Pensions who deliver the Pension Wise service, who wish it, to be seconded to the SFGB on terms to be agreed.

Consequential and supplementary provisions

7.(1) Anything (including legal proceedings) done (or having effect as if done) by or in relation to any transferor in connection with anything transferred by this scheme, has effect, so far as is necessary for continuing its effect after the transfer date, as if done or to be continued by or in relation to any transferee so far as it relates to anything transferred to that transferee under this scheme.

(2) Any reference (however expressed) to the relevant transferor in any agreement, instrument or other document relating to property, rights or liabilities transferred by the scheme shall be treated as a reference to its transferee.

(3) Transfers or assignments of property, rights or liabilities under this scheme have effect irrespective of whether or not the transfer or assignment could be effected otherwise than by this scheme.

(4) Transfers of property, rights or liabilities under this scheme have effect irrespective of any requirement for consent or formality which would otherwise apply.

(5) Where any property, right or liability is transferred to the transferee under this Scheme, there shall be no right of pre-emption, right of reverter, right of forfeiture, right to compensation, right of termination or other similar right arising or becoming exercisable as a result of such transfer of property, rights or liabilities.

(6) Any property acquired, or rights or liabilities arising, after the scheme is made but before it takes effect shall be transferred under this scheme.

Modification of Scheme

- 8.—(1) This scheme may be modified by the Secretary of State.
- (2) Any modification under subsection (1) that relates to a transfer under this scheme may only be made with the agreement of the person (or persons) affected by the modification.
- (3) A modification may have effect from such date as the Secretary of State may specify; and that date may be the transfer date.

[Name]
Parliamentary Under-Secretary of State for Pensions and Financial Inclusion on behalf of the
Secretary of State for Pensions

Date

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SCHEDULE 1

Transfer of property, rights and liabilities from The Pensions Advisory Service

1. Pursuant to paragraph 3 of this scheme all property, rights and liabilities (including without limitation the rights, powers, duties and liabilities under or in connection with contracts, licensing arrangements, grants and similar obligations) that exist now, or at any future time, of The Pensions Advisory Service transfer to the SFGB on the transfer date which will be the relevant transferee for this purpose.
2. The rights and liabilities relating to contracts of employment and employees shall not be included in the transfer provisions of this scheme and shall be transferred in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006).

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SCHEDULE 2

Transfer of property, rights and liabilities from the consumer financial education body

Part 1

1. For the purposes of this Schedule 2, the relevant transferee or transferees may as the context requires be either the SFGB, or any one of the devolved authorities or, in relation to contracts under joint governance, any combination of the same and the relevant transferor shall be the consumer financial education body.
2. Pursuant to paragraph 4 of this scheme and save as set out in the remainder of this Schedule 2, property, rights and liabilities (including without limitation the rights, powers, duties and liabilities under or in connection with contracts, licensing arrangement, grants and similar obligations) that exist now, or at any future time, of the consumer financial education body transfer to the SFGB on the transfer date which will be the relevant transferee for this purpose.
3. The rights and liabilities relating to contracts of employment and employees shall not be included in the transfer provisions of this scheme and shall be transferred and otherwise dealt with under The Financial Guidance and Claims Act (Money Advice Service Staff Transfer Scheme) No. [TBC]).

Part 2

6. For this Part 2 of Schedule 2 the relevant transferee shall be the Welsh Ministers
7. The rights, powers, duties and liabilities under or in connection with the contracts and grants which relate solely to debt advice in Wales set out in the table below, shall transfer from the relevant transferor to the relevant transferee, on the transfer date together with such monetary sums held by the transferor necessary to meet the price or the grant funding obligation as at the transfer date (but not any other liability) then actually due for payment and the benefit of any prepayments made by the relevant transferor prior to the transfer date.

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Part 3

8. For this Part 3 of Schedule 2 the relevant transferee shall be the Department of Communities in Northern Ireland.

9. The rights, powers, duties and liabilities under or in connection with the contracts and grants which relate solely to debt advice in Northern Ireland set out in the table below, shall transfer from the relevant transferor to the relevant transferee, on the transfer date together with such monetary sums held by the transferor necessary to meet the price or the grant funding obligation as at the transfer date (but not any other liability) then actually due for payment and the benefit of any prepayments made by the relevant transferor prior to the transfer date.

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Part 4

10. For this Part 4 of Schedule 2 the relevant transferee shall be the SFGB and the appropriate devolved authority/ies detailed below in the table in column headed “relevant transferees” or as specified in paragraph 12.

11. The rights, powers, duties and liabilities under or in connection with each of the contracts and grants set out in the table below shall transfer from the relevant transferor to the relevant transferees jointly together with such monetary sums held by the transferor necessary to meet the price or the grant funding obligation as at the transfer date (but not any other liability) then due for payment, and the benefit of any prepayments made by the relevant transferor prior to the transfer date, the split of contractual rights, powers, duties and liabilities and associated monetary sums shall be allocated in line with the ratios of over-indebted people in each country as specified by the secretary of state.

12. The relevant transferor shall transfer any remaining unallocated monies held by it in relation to each of England, Northern Ireland, Scotland and Wales, held in its debt commissioning budget, if any, to the relevant transferee being the SFGB for monies held in respect of England, the Department for Communities in Northern Ireland for monies held in respect of Northern Ireland, the Scottish Ministers for monies held in respect of Scotland and the Welsh Ministers for monies held in respect of Wales as specified by the secretary of state.

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SCHEDULE 3

Transfer of property, rights and liabilities from the Secretary of State

1. Pursuant to paragraph 5 of this scheme property, rights and liabilities of the Secretary of State, in connection with the Secretary of State's obligations under Part 20A of the Financial Services and Markets Act 2000 as they had effect immediately before [*insert the transfer date*] in so far as they relate to Pension Wise (including without limitation the rights, powers, duties and liabilities under or in connection with contracts, licensing arrangements, grants and similar obligations) that exist now transfer to the SFGB on the transfer date which will be the relevant transferee for this purpose.

2. The rights and liabilities relating to contracts of employment and employees shall not be included in the transfer provisions of this scheme and arrangements will be made for those employees of the Department for Work and Pensions who deliver the Pension Wise service, who wish it, to be seconded to the SFGB on terms to be agreed.

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EXPLANATORY NOTE

(This note is not part of the Scheme)

The Financial Guidance and Claims Act 2018 (the Act) provides for the establishment of the single financial guidance body (SFGB).

The functions of The Pensions Advisory Service, the consumer financial education body (operating as The Money Advice Service) and the Secretary of State (operating as Pension Wise) will transfer to the SFGB by virtue of Part 1 of the Act. The SFGB will be established on xx January 2019.

As a consequence, specific legislative provision is required to deal with the transfer to the SFGB of the property, rights and liabilities of The Pensions Advisory Service, the Money Advice Service and Pension Wise (save for those rights and liabilities which automatically transfer with the Transfer of Undertakings (Protection of Employment) Regulations 2006).

Article 3, together with Schedule 1, makes provision for the transfer of property, rights and liabilities to the SFGB from The Pensions Advisory Service.

Article 4, together with Schedule 2, transfers certain property, rights and liabilities to the SFGB and the devolved authorities from the Money Advice Service (save for those rights and liabilities set out in The Financial Guidance and Claims Act (Money Advice Service Staff Transfer Scheme) No. [TBC])

Article 5, together with Schedule 3, transfers certain property, rights and liabilities to the SFGB from Pension Wise.

Articles 6 provides details of the legal basis on which employees from the Pensions Advisory Service and the Money Advice Service will transfer to the SFGB; arrangements will be made for those employees of the Department for Work and Pensions who deliver the Pension Wise service, who wish it, to be seconded to the SFGB on terms to be agreed.

Articles 7 and 8 make provision about the effect of the transfer, the continuing effect of things done before the transfer, and the modification of the scheme.