



Barclays Group Reorganisation Act 2002

2002 CHAPTER iv

An Act to provide for the reorganisation of the undertakings of Barclays Bank PLC and certain of its subsidiaries; and for related purposes. [7th November 2002]

WHEREAS—

- (1) Barclays Bank PLC (hereinafter called “Barclays”) is a public limited company registered in England and Wales under the Companies Acts 1948 to 1967 which carries on in the United Kingdom and elsewhere the businesses of banking and financial services and other related activities:
- (2) Barclays has subsidiaries which carry on in the United Kingdom and elsewhere the businesses of banking and financial services and other related activities:
- (3) For the better conduct of the businesses of Barclays and its subsidiaries it is expedient that provision be made for the transfer to and vesting in Barclays of the undertakings or part of the undertakings of certain of its subsidiaries, and the transfer to and vesting in certain of Barclays' subsidiaries of the undertakings or part of the undertakings of Barclays or of certain other Barclays' subsidiaries and that the transfers should be effected economically and without interference with the conduct and continuity of those businesses carried on by Barclays or its subsidiaries:
- (4) It is expedient that the other provisions in this Act should be enacted:
- (5) The objects of this Act could not have been attained without the authority of Parliament when the Bill for this Act was deposited:

May it therefore please Your Majesty that it may be enacted, and be it enacted, by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1 Citation

This Act may be cited as the Barclays Group Reorganisation Act 2002.

Status: This is the original version (as it was originally enacted).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

2 Interpretation

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

“account” includes any contract or facility between a person and a transferor by virtue of which money or any unit of account is, or may be, deposited or borrowed by any person;

“appointed day” means a day appointed under subsection (1)(d) of section 4 (Appointments) of this Act as an appointed day for the purposes of this Act (and different days may be appointed for the purposes of different undertakings);

“appointed undertaking” means an undertaking appointed under subsection (1)(a) of section 4 (Appointments) of this Act;

“Barclays” means Barclays Bank PLC;

“contract” includes any agreement, transaction, arrangement or understanding, whether or not conditional or in writing and whether or not governed by English law;

“customer” includes any person having an account or any other relationship or dealing with Barclays or with any subsidiary;

“document” means any thing in which information of any description is recorded;

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

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

“IFA company” means Barclays Private Bank Limited, Sedgwick Independent Financial Consultants Limited or Woolwich Independent Financial Advisory Services Limited;

“liability” includes a duty and an obligation of any description, whether present or future, actual, contingent or prospective;

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

“seal” includes a common seal and also any official seal which may be kept pursuant to section 39 or 40 of the Companies Act 1985 (c. 6);

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

“subsidiary” means any of those companies whose name, at the date on which the Bill for this Act was deposited, is listed in the first column of the Schedule to this Act, and whose corresponding registered number in the list of companies held at Companies House is listed in the second column of the said Schedule;

“transferee” in respect of an appointed undertaking means the transferee of that undertaking appointed under subsection (1)(c) of section 4 (Appointments) of this Act;

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

“transferor” in respect of an appointed undertaking means the transferor of that undertaking appointed under subsection (1)(b) of section 4 (Appointments) of this Act;

“trustee” includes—

- (a) a trustee or custodian trustee of any trust, settlement, covenant, contract or will (whether originally so appointed or not, and whether appointed under hand or by deed or by order of any court);
- (b) an executor of the will, or administrator of the estate, of a deceased person;
- (c) a judicial trustee appointed by order of any court;
- (d) an attorney for another person; and
- (e) any person acting in a fiduciary capacity;

“wholly-owned subsidiary” means a subsidiary which is wholly owned (whether legally or beneficially and whether directly or indirectly) by Barclays; and

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

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

3 Meaning of “undertaking” and related expressions

- (1) Subject to subsection (3) below, in this Act “undertaking” means the whole of the business, property and liabilities of whatever nature of—
 - (a) a subsidiary; or
 - (b) Barclays comprising or related to—
 - (i) the credit card business known as “Barclaycard”; or
 - (ii) the carrying out of the business of providing independent financial advice,or any part of such business, property and liabilities (whether or not capable of being operated or identified as a discrete business).
- (2) In this Act—
 - (a) an undertaking of the type described—
 - (i) in subsection (1)(a) above is referred to as a “subsidiary undertaking”; and
 - (ii) in subsection (1)(b)(i) above is referred to as “the Barclaycard undertaking”; and
 - (b) that part of Barclays or a subsidiary undertaking comprising or related to the carrying out of the business of providing independent financial advice, is referred to as an “IFA undertaking”.
- (3) An undertaking does not include—

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

- (a) any seal or documents relating to the constitution of Barclays or a subsidiary;
- (b) those documents comprising registers, indices or minute books usually required to be kept by Barclays or a subsidiary at its registered office pursuant to the provisions of the Companies Act 1985 (c. 6); or
- (c) any duties and obligations of Barclays or a subsidiary in respect of its share capital.

4 Appointments

- (1) Subject to subsections (2) to (6) below, the directors of Barclays (or any committee or sub-committee appointed or nominated by them for the purpose) may, as respects an undertaking, appoint—
 - (a) the undertaking to be an appointed undertaking;
 - (b) Barclays or a subsidiary to be the transferor thereof;
 - (c) Barclays, Barclays (CB) Limited or an IFA company, as the case may be, to be the transferee thereof;
 - (d) a day, being a day not later than the expiry of the period of five years beginning with the date this Act is passed, to be the appointed day for the transfer of the appointed undertaking from the transferor to the transferee.
- (2) No appointment shall be made under subsection (1)(a) above in respect of any part of the undertaking of Barclays unless it is or is part of an IFA undertaking or the Barclaycard undertaking.
- (3) In respect of a subsidiary undertaking (unless it is an IFA undertaking), only Barclays may be appointed to be the transferee thereof.
- (4) In respect of the Barclaycard undertaking, only Barclays (CB) Limited may be appointed to be the transferee thereof.
- (5) In respect of an IFA undertaking, only Barclays or an IFA company may be appointed to be the transferee thereof.
- (6) No appointment shall be made under subsection (1)(b) or (c) above in respect of a subsidiary if the subsidiary is not a wholly-owned subsidiary unless—
 - (a) all the members of the subsidiary concerned have given their consent to the appointment; or
 - (b) the transfer is in accordance with the terms of any existing contract between the members of the relevant subsidiary.
- (7) Barclays or an IFA company may be appointed to be both a transferor and a transferee under this section.
- (8) Barclays, Barclays (CB) Limited or an IFA company may be appointed as a transferee more than once.
- (9) Barclays or a subsidiary may be appointed as a transferor more than once.

5 Notice of appointments

- (1) The transferor and transferee shall, not less than thirty days before a proposed appointed day, display at every one of their branches (if any) open to the public in the United Kingdom and at their registered offices a notice naming that day and—

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

- (a) stating that it is proposed to be an appointed day for the purposes of this Act,
 - (b) describing concisely the undertaking in respect of which it is proposed to be the appointed day, and
 - (c) naming the proposed appointed transferor and transferee.
- (2) Barclays may publicise the effect of the appointment of the appointed day in any other manner as Barclays in its discretion sees fit.
- (3) On or before an appointed day, Barclays shall publish in the London Gazette, the Edinburgh Gazette, the Belfast Gazette and a national newspaper a notice naming that day and—
 - (a) stating that it is an appointed day for the purposes of this Act,
 - (b) describing concisely the appointed undertaking in respect of which it is to be the appointed day, and
 - (c) naming the appointed transferor and transferee.
- (4) The publication of a notice in the London Gazette, the Edinburgh Gazette or the Belfast Gazette under subsection (3) above shall be conclusive evidence of a day being an appointed day for the purposes of this Act.
- (5) A photocopy or other reproduction, certified by an authorised officer of Barclays, of a page or part of a page of the London Gazette, the Edinburgh Gazette or the Belfast Gazette containing the notice shall be conclusive evidence of publication of the notice.
- (6) A notice displayed under subsection (1) above or any publicity under subsection (2) above shall not bind the directors of Barclays to make the appointment described in the notice; and any appointment made under subsection (1) of section 4 (Appointments) of this Act, notice of which has been published under subsection (3) above, will not be invalidated by any accidental omission to display a notice under subsection (1) above.

6 Transfer of appointed undertakings

- (1) On an appointed day the appointed undertaking in respect of which that day is appointed shall, by virtue of this Act and without further assurance, be transferred from the transferor to, and vest in, the transferee to the intent that the transferee shall succeed to the appointed undertaking as if in all respects the transferee were the same person in law as the transferor.
- (2) Subsection (1) above has effect subject as provided in sections 9 (Saving for contracts of employment) and 10 (Retirement benefits schemes) of this Act.
- (3) Where the transfer of any property or liability forming part of the appointed undertaking referred to in subsection (1) above is governed by the law of any country or territory outside the United Kingdom—
 - (a) the transferor or the transferee of the appointed undertaking or both shall, if Barclays so requires, take all necessary steps for securing the effective transfer thereof to the transferee, and
 - (b) pending such transfer, the transferor shall hold any such property in trust for the transferee.