

WG23-15

**NATIONAL HEALTH
SERVICE, WALES**

SOCIAL CARE, WALES

**The Citizen Voice Body for Health
and Social Care (Transfer of Staff,
Property, Rights and Liabilities)
(Wales) Scheme 2023**

EXPLANATORY NOTE

(This note is not part of the Transfer Scheme)

The Citizen Voice Body for Health and Social Care, Wales (“CVB”) is established as a body corporate under section 12(1) of the Health and Social Care (Quality and Engagement) (Wales) Act 2020 (“the 2020 Act”). Section 13(1) of the 2020 Act provides that the general objective of the CVB, in exercising its functions, is to represent the interests of the public in respect of health services and social services.

To date, Community Health Councils (“CHCs”) have represented the interests in the health service of the public in their districts, and the Board of Community Health Councils (“CHC Board”) has undertaken a number of functions such as advising the CHCs with respect to the performance of their functions and assisting CHCs in the performance of their functions. Powys Teaching Local Health Board is the employer and host organisation for the CHCs and the CHC Board, and the Welsh Ministers have entered into leases on behalf of the CHCs and the CHC Board to provide CHCs and the CHC Board with offices and other accommodation to enable them to perform their functions. The CHCs are abolished on 1 April 2023 by the commencement of section 23(1) of the 2020 Act, and the CHC Board is also abolished on 1 April 2023 by the revocation of the Community Health Councils (Constitution, Membership and Procedures) (Wales) Regulations 2010.

This Transfer Scheme makes provision relating to the transfer of staff, property, rights and liabilities, in connection with the abolition of CHCs.

Article 3 of this Transfer Scheme makes provision for the transfer of staff from Powys Teaching Local Health Board to the CVB.

Articles 4 and 5 of this Transfer Scheme makes provision for the transfer of property from the Welsh Ministers and Powys Teaching Local Health Board respectively to the CVB, together with the rights and liabilities relating to the property. Powys Teaching Local Health Board does not hold any property that consists of land, buildings or leases on behalf of the CHCs and the CHC Board but does hold other property such as telephone systems.

Article 6 of this Transfer Scheme makes provision for the transfer of rights and liabilities in connection with the CHCs' functions, the CHC Board's functions and the CVB's functions from the Welsh Ministers to the CVB, with the exception of rights and liabilities of the Welsh Ministers in relation to the agreement entered into by the Welsh Ministers which is identified in Part 3 of the Schedule.

Article 7 of this Transfer Scheme makes provision for the transfer of rights and liabilities in connection with the CHCs' functions and the CHC Board's functions from Powys Teaching Local Health Board to the CVB.

Articles 8 and 9 of this Transfer Scheme makes provision for the transfer of data, records and information from the Welsh Ministers and Powys Teaching Local Health Board respectively to the CVB, with the exception of data, records and information in relation to the agreement entered into by the Welsh Ministers which is identified in Part 3 of the Schedule.

Article 10 of this Transfer Scheme makes provision for the continuity of things done by, or in relation to, the Welsh Ministers and Powys Teaching Local Health Board, with the exception of anything which has been done or is in the process of being done by or in relation to the Welsh Ministers with respect to the agreement entered into by the Welsh Ministers which is identified in Part 3 of the Schedule.

The Welsh Ministers' Code of Practice on carrying out of Regulatory Impact Assessments was considered in relation to this Transfer Scheme. As a result, it was not considered necessary to carry out a regulatory impact assessment as to the likely costs and benefits of complying with this Transfer Scheme.

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**The Citizen Voice Body for Health
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Made 30 March 2023

Laid before Senedd Cymru 31 March 2023

Coming into force 1 April 2023

The Welsh Ministers make the following Transfer Scheme in exercise of the powers conferred on them by paragraph 1 of Schedule 2 to the Health and Social Care (Quality and Engagement) (Wales) Act 2020⁽¹⁾.

Title and commencement

1.—(1) The title of this Transfer Scheme is the Citizen Voice Body for Health and Social Care (Transfer of Staff, Property, Rights and Liabilities) (Wales) Scheme 2023.

(2) This Transfer Scheme comes into force on 1 April 2023.

Interpretation

2. In this Transfer Scheme—

“the 2006 Act” (“*Deddf 2006*”) means the National Health Service (Wales) Act 2006⁽²⁾;

“the 2020 Act” (“*Deddf 2020*”) means the Health and Social Care (Quality and Engagement) (Wales) Act 2020;

(1) 2020 asc 1.

(2) 2006 (c. 42).

“the 2004 Regulations” (“*Rheoliadau 2004*”) means the Community Health Councils Regulations 2004(1);

“the 2010 Regulations” (“*Rheoliadau 2010*”) means the Community Health Councils (Constitution, Membership and Procedures) (Wales) Regulations 2010(2);

“CHCs” (“*CICau*”) means the Community Health Councils for areas in Wales, continued in existence or established under section 182 of the 2006 Act;

“CHC Board” (“*Bwrdd CICau*”) means the Board of Community Health Councils in Wales established under regulation 23 of the 2004 Regulations and continued in existence under regulation 32(1) of the 2010 Regulations;

“CHC Board’s functions” (“*swyddogaethau’r Bwrdd CICau*”) means the functions of the CHC Board under regulation 32(2) of the 2010 Regulations;

“CHCs’ functions” (“*swyddogaethau’r CICau*”) means the functions of the CHCs under paragraph 1 of Schedule 10 to the 2006 Act and Part IV of the 2010 Regulations;

“CVB” (“*CLID*”) means the Citizen Voice Body for Health and Social Care, Wales established under section 12(1) of the 2020 Act;

“CVB’s functions” (“*swyddogaethau CLID*”) means the functions of the CVB under Part 4 of and Schedule 1 to the 2020 Act;

“Powys TLHB” (“*BILIA Powys*”) means Powys Teaching Local Health Board established by the Local Health Boards (Establishment) (Wales) Order 2003(3) and operating as Powys Teaching Health Board;

“the transfer date” (“*y dyddiad trosglwyddo*”) means 1 April 2023.

Transfer of staff to the CVB

- 3.**—(1) This article applies to any person who—
- (a) immediately before the transfer date is employed by Powys TLHB in connection with the CHCs’ functions or the CHC Board’s functions; and

(1) S.I. 2004/905 (W. 89), revoked by S.I. 2010/288 (W. 37) subject to savings specified in S.I. 2010/288 (W. 37) reg.42.

(2) S.I. 2010/288 (W. 37), amended by S.I. 2013/235, S.I. 2013/898 (W. 102), S.I. 2015/137, S.I. 2015/509 (W. 43), S.I. 2016/481, S.I. 2019/349 (W. 83), S.I. 2020/493 (W. 116) and S.I. 2020/1073 (W. 241).

(3) S.I. 2003/148 (W. 18), amended by S.I. 2006/1790 (W. 186) and S.I. 2009/778 (W. 66).

(b) has been notified in writing by Powys TLHB prior to the transfer date that they are to be transferred to the CVB.

(2) The contract of employment of any person to whom paragraph (1) applies is, on the transfer date, to be transferred to the CVB.

(3) The contract of employment of a person whose employment has transferred to the CVB under paragraph (2)—

(a) is not terminated by the transfer; and

(b) has effect from the transfer date as if originally made between that person and the CVB.

(4) Without prejudice to paragraph (3)—

(a) all the rights, powers, duties and liabilities of Powys TLHB under, or in connection with, the contract of employment of any person whose employment transferred to the CVB on the transfer date under paragraph (2), are to transfer to the CVB; and

(b) any act or omission before the transfer date by, or in relation to, Powys TLHB, in respect of that person or that person's contract of employment, is deemed to have been an act or omission of, or in relation to, the CVB.

(5) Paragraphs (2) to (4) do not have effect to transfer the contract of employment of a person to whom paragraph (1) applies, or any rights, powers, duties and liabilities under, or in connection with, that contract, if, before the transfer date, that person informs Powys TLHB that they object to becoming employed by the CVB.

(6) Where a person to whom paragraph (1) applies has objected to the transfer of that person's contract of employment to the CVB as described in paragraph (5), the transfer operates so as to terminate that person's contract of employment with Powys TLHB.

(7) Subject to paragraph (8), a person whose contract of employment is terminated in accordance with paragraph (6) is not to be treated, for any purpose, as having been dismissed by their employer.

(8) Where the transfer involves or would involve a substantial change in the working conditions to the material detriment of a person whose employment is or would have been transferred under paragraph (2), that person may treat the contract of employment as having been terminated, and that person is to be treated for any purpose as having been dismissed by their employer.

(9) No damages are to be payable by an employer as a result of a dismissal falling within paragraph (8) in respect of any failure by the employer to pay wages to

a person in respect of a notice period which the person has failed to work.

(10) Paragraphs (2), (3) and (5) to (8) are without prejudice to any right of a person arising apart from this article to terminate that person's contract of employment without notice in acceptance of a repudiatory breach of contract by the employer.

(11) Records of Powys TLHB relating to the employment of those persons to whom paragraph (1) applies and whose contracts of employment are to transfer to the CVB pursuant to this article are to transfer to the CVB on the transfer date.

Transfer of property from the Welsh Ministers

4.—(1) This article applies to any property held by the Welsh Ministers immediately before the transfer date—

- (a) which is identified in Part 1 of the Schedule;
- (b) which relate to any agreements entered into by the Welsh Ministers which are identified in Part 2 of the Schedule;
- (c) which is used or held by the Welsh Ministers—
 - (i) for the performance of the CHCs' functions or the CHC Board's functions or the CVB's functions; or
 - (ii) in connection with the performance of the CHCs' functions or the CHC Board's functions or the CVB's functions.

(2) Any property to which paragraph (1) applies is, on the transfer date, to transfer to the CVB.

(3) Any rights or liabilities that the Welsh Ministers have in relation to any property to which paragraph (1) applies are, on the transfer date, to transfer to the CVB.

(4) Any property to which paragraph (1) applies which consists of land or buildings is transferred subject to, and with the benefit of—

- (a) any existing leases, tenancies and licences and any rights of occupiers and their successors;
- (b) any other interest in, and matter affecting, it.

(5) In paragraph (4), the transfer of "property" includes the transfer of the contents of the property, including any item or property of whatever description which is—

- (a) the property of the Welsh Ministers immediately prior to the transfer date, and
- (b) present in or on the property on the transfer date,

including any vehicle or moveable property which is normally kept on such land or in such buildings when not in use.

Transfer of property from Powys TLHB

5.—(1) This article applies to any property held by Powys TLHB immediately before the transfer date which is used or held by Powys TLHB—

- (a) for the performance of the CHCs' functions or the CHC Board's functions; or
- (b) in connection with the performance of the CHCs' functions or the CHC Board's functions.

(2) Any property to which paragraph (1) applies is, on the transfer date, to transfer to the CVB.

(3) Any rights or liabilities that Powys TLHB has in relation to any property to which paragraph (1) applies are, on the transfer date, to transfer to the CVB.

Transfer of rights and liabilities of the Welsh Ministers

6.—(1) Subject to paragraph (3), any rights and liabilities of the Welsh Ministers which exist immediately before the transfer date that relate to the Welsh Ministers in the exercise of, or in connection with, the CHCs' functions or the CHC Board's functions or the CVB's functions are to transfer on the transfer date to the CVB.

(2) Subject to paragraph (3), any liabilities of the Welsh Ministers which exist immediately before the transfer date that relate to the Welsh Ministers in the exercise of, or in connection with, the CHCs' functions or the CHC Board's functions or the CVB's functions are enforceable against the CVB.

(3) The rights and liabilities of the Welsh Ministers, which exist immediately before the transfer date, in relation to the agreement entered into by the Welsh Ministers immediately before the transfer date which is identified in Part 3 of the Schedule are not to transfer on the transfer date to the CVB.

Transfer of rights and liabilities of Powys TLHB

7.—(1) Any rights and liabilities of Powys TLHB which exist immediately before the transfer date that relate to Powys TLHB in the exercise of, or in connection with, the CHCs' functions or the CHC Board's functions are to transfer on the transfer date to the CVB.

(2) Any liabilities of Powys TLHB which exist immediately before the transfer date that relate to Powys TLHB in the exercise of, or in connection with, the CHCs' functions or the CHC Board's functions are enforceable against CVB.

Transfer of data, records and information from the Welsh Ministers

8.—(1) Subject to paragraph (3), any property, rights and liabilities that the Welsh Ministers have, immediately before the transfer date, in relation to data, records and information that relate to the Welsh Ministers in the exercise of, or in connection with, the CHCs' functions or the CHC Board's functions or the CVB's functions are to transfer on the transfer date to CVB.

(2) The transfer of any information, data and records to which this article applies is subject to any third party rights which exist in relation to that information or those data and records.

(3) Any property, rights and liabilities that the Welsh Ministers have, immediately before the transfer date, in relation to data, records and information that relate to the agreement entered into by the Welsh Ministers immediately before the transfer date which is identified in Part 3 of the Schedule are not to transfer on the transfer date to the CVB.

Transfer of data, records and information from Powys TLHB

9.—(1) Any property, rights and liabilities that Powys TLHB has, immediately before the transfer date, in relation to data, records and information that relate to Powys TLHB in the exercise of, or in connection with, the CHCs' functions or the CHC Board's functions are to transfer on the transfer date to CVB.

(2) The transfer of any information, data and records to which this article applies is subject to any third party rights which exist in relation to that information or those data and records.

Provision for continuity in the exercise of functions

10.—(1) Subject to paragraph (2), anything which immediately before the transfer date, has been done or is in the process of being done by or in relation to—

- (a) Powys TLHB in the exercise of, or in connection with the CHCs' functions or the CHC Board's functions,
- (b) the Welsh Ministers in the exercise of, or in connection with the CHCs' functions or the CHC Board's functions or the CVB's functions,

is on or after the transfer date to have effect as if done by or in relation to the CVB.

(2) Anything which immediately before the transfer date, has been done or is in the process of being done by or in relation to the Welsh Ministers with respect to

the agreement entered into by the Welsh Ministers immediately before the transfer date which is identified in Part 3 of the Schedule is on or after the transfer date to continue to have effect as done by or in relation to the Welsh Ministers.

(3) So far as is required for giving effect to paragraph (1), a reference in any document to Powys TLHB or the Welsh Ministers is to be construed on or after the transfer date as a reference to CVB.

(4) Subject to article 3(8), no right to terminate or vary a contract, arrangement or instrument is to operate or become exercisable, and no provision of any contract, arrangement or instrument is to operate or become exercisable or be contravened, by reason of any transfer under or other operation of this Transfer Scheme.

(5) The transfers provided for by this Transfer Scheme are to be made—

- (a) irrespective of any requirement for consent that would otherwise apply (whether arising under any enactment, instrument, agreement or otherwise),
- (b) whether or not they would otherwise be capable of being transferred, and
- (c) regardless of any provision (of whatever nature) which would otherwise prevent or restrict those transfers.

Eluned Morgan
Minister for Health and Social Services, one of the
Welsh Ministers
30 March 2023

SCHEDULE Articles 4, 6, 8 and 10

PART 1

Lease dated 17 June 2011 made between Powys County Council (1) and the Welsh Ministers (2) in relation to First Floor Offices, Neuadd Brycheiniog

Lease dated 14 October 2013 made between Rombourne Limited (1) and the Welsh Ministers (2) in relation to Part of Third Floor Offices, 33-35 Cathedral Road

Lease dated 2 February 2015 made between Larchfield Bell LLP (1) and the Welsh Ministers (2) in relation to Unit 11 Chestnut Court

Lease dated 5 May 2017 made between JFR Developments Limited (1) and the Welsh Ministers (2) in relation to Units 2 and 3 Procopy House

Lease dated 11 April 2019 made between Venture Wales Limited (1) and the Welsh Ministers (2) in relation to Ground Floor Offices, known as G4, G5, G6 and G9 at Tŷ Antur

Lease dated 11 November 2019 made between Milford Haven Port Authority (1) and the Welsh Ministers (2) in relation to Suite 18 Cedar Court

Lease dated 11 March 2021 made between Gladman Commercial Properties (1) and the Welsh Ministers (2) in relation to First Floor Suites B & D, Unit 1 Wilkinson Business Park

Lease dated 29 March 2021 made between Business in Focus Ltd (1) and the Welsh Ministers (2) in relation to Unit G11 at Tŷ Antur

Lease dated 7 June 2022 made between LMN One Limited and LMN Two Limited (1) and the Welsh Ministers (2) in relation to Suites 21, 22, 23, 24, 31 and 32 at Raglan House

Lease dated 7 June 2022 made between Swansea Bay University Local Health Board (1) and the Welsh Ministers (2) in relation to Part First Floor Offices, Cimla Hospital

Lease dated 9 February 2023 made between G A Latham, S P Latham and R J Berry (1) and the Welsh Ministers (2) in relation to First Floor, Tŷ Myrddin

PART 2

Agreement dated 31 October 2022 made between the Welsh Ministers (1) and S8080 Limited (2) in relation to discovery, development, hosting and support of the Citizen Voice Body website (contract reference FC066/2022/2023)

Agreement dated 9 January 2023 made between the Welsh Ministers (1) and Centerprise International Ltd (2) in relation to managed IT services for the Citizen Voice Body (contract reference FC065/2022/2023)

Agreement dated 9 January 2023 made between the Welsh Ministers (1) and Capgemini UK PLC (2) in relation to discovery, implementation and support of a new Dynamics 365 instance for the Citizen Voice Body (contract reference FC067/2022/2023)

PART 3

Agreement dated 13 February 2023 made between the Welsh Ministers (1) and Working Word (2) in relation to Citizen Voice Body marketing services (contract reference FC071/2022/2023)