

## Y Pwyllgor Iechyd a Gwasanaethau Cymdeithasol HSS-12-02 (p.3)

<b>Dyddiad:</b>	29 Mai 2002
<b>Lleoliad:</b>	
<b>Teitl:</b>	Mesur Diwygio'r GIG a Phroffesiynau Gofal Iechyd – Gorchymyn Arfaethedig Drafft <i>The Local Health Boards (Transfer of Staff, Property, Rights and Liabilities) (Wales) Regulations</i> [Rheoliadau Byrddau Iechyd Lleol (Trosglwyddo Staff, Eiddo, Hawliau a Rhwymedigaethau) (Cymru)]

### **Diben**

Mae'r papur hwn yn rhoi cyfle i'r Pwyllgor Iechyd a Gwasanaethau Cymdeithasol gyflwyno sylwadau ar y Gorchymyn arfaethedig drafft ar gyfer trosglwyddo staff, eiddo ac asedau, hawliau a rhwymedigaethau eraill o Awdurdodau Iechyd ac Ymddiriedolaeth GIG Powys i Fyrddau Iechyd Lleol.

### **Crynodeb**

Mae'r Gorchymyn yn rhoi sylw i ystod o ddarpariaethau sy'n ymwneud â throsglwyddo staff, eiddo ac asedau, hawliau a rhwymedigaethau eraill o'r pum Awdurdod Iechyd yng Nghymru ac Ymddiriedolaeth GIG powys i'r 22 Bwrdd Iechyd Lleol sydd newydd eu sefydlu. Mae'r Gorchymyn, ynghyd â'r darpariaethau yn Atodiad 4 Mesur Diwygio'r GIG a Phroffesiynau Gofal Iechyd yn diffinio:

- trosglwyddo gweithwyr cyflogedig
- trosglwyddo eiddo ac asedau, hawliau a rhwymedigaethau eraill
- trefniadau ar gyfer cymrodeddu anghydfodau a hawliau trydydd parti

### **Cefndir**

Mae'r fframwaith ar gyfer trosglwyddo staff, eiddo ac asedau, hawliau a rhwymedigaethau eraill yn cael ei ddatblygu. Disgwylir i erthyglau'r Gorchymyn drafft gael eu newid gan Swyddfa'r Cwnsler Cyffredinol unwaith y bydd y fframwaith trosglwyddo arfaethedig wedi'i archwilio'n ddigon trylwyr i sicrhau bod asedau a rhwymedigaethau yn cael eu dosbarthu'n rhesymol a theg.

Paratowyd y drafft cychwynnol hwn ar y sail y bydd y partïon sy'n gysylltiedig â'r trosglwyddo yn cytuno ar restrau o asedau a rhwymedigaethau. Mae hyn yn unol â'r darpariaethau yn Atodlen 4 y Mesur. Os na ddaw'r partïon i gytundeb, mae'r Mesur yn darparu y gall y Cynulliad drosglwyddo eiddo, hawliau a rhwymedigaethau drwy gyfarwyddyd a gall wneud unrhyw ddarpariaeth y cred y Cynulliad sydd ei hangen i ddosbarthu eiddo, hawliau a rhwymedigaethau rhwng y Byrddau Iechyd

Lleol.

## **Materion i'w Hystyried**

Gweler papur Pwyllgor HSS-08-02 (p.7) sy'n pennu'r protocol ar gyfer y ffordd y mae'r Pwyllgor yn mynd i'r afael ag is-ddeddfwriaeth sy'n deillio o Fesur Diwygio'r GIG a Phroffesiynau Gofal Iechyd a phryd y bwriedir i'r Pwyllgor ystyried y drafftiau arfaethedig.

## **Amserlen**

Dyma'r prif gamau yr wyf yn eu hargymell:

- i. Y Gorchymyn arfaethedig drafft i'w adolygu yng ngoleuni sylwadau'r Pwyllgor, ac yng ngoleuni newidiadau i'r fframwaith trosglwyddo;
- ii. Ar ôl archwilio'r ymatebion i'r ymgynghoriad a chynnwys unrhyw newidiadau a gynigir, caiff y Gorchymyn drafft ei gyflwyno yn Gymraeg a Saesneg i'r Pwyllgor Busnes ar 15 Hydref, i'r Pwyllgor Iechyd a Gwasanaethau Cymdeithasol ar 16 Hydref ac i'r Pwyllgor Deddfau ar 14 Ionawr 2003;
- iii. Disgwylir i ddadl gael ei chynnal yn y cyfarfod llawn ar 28 Ionawr 2003;
- iv. Os bydd y Cynulliad yn cytuno, bwriedir i'r Gorchymyn ddod i rym ar 10 Chwefror 2003. Noder mai 1 Ebrill 2003 yw'r dyddiad trosglwyddo arfaethedig.

## **Goblygiadau Ariannol**

Nid oes unrhyw oblygiadau ariannol i'r Cynulliad mewn perthynas â'r cyflwyniad hwn. Mae'r cyflwyniad yn delio â materion deddfwriaethol a dulliau galluogi, nad oes iddynt unrhyw oblygiadau uniongyrchol. Gall fod goblygiadau ariannol ynghlwm wrth y gwaith o drosglwyddo staff, eiddo ac asedau, hawliau a rhwymedigaethau eraill, ond eir i'r afael â'r rhain wrth i fanylion y trosglwyddiadau unigol gael eu datrys.

## **Cydymffurfio**

Bydd gofyn i Lywodraeth Cynulliad Cymru gymeradwyo drafftio is-ddeddfwriaeth cyn y gellir cyflwyno a rhaglennu deddfwriaeth o'r fath. Gwneir y ddeddfwriaeth dan y pwerau perthnasol, sef Adran 27 o Ddeddf Llywodraeth Cymru 1998, adrannau newydd 16BA, BB, BC o Ddeddf y GIG 1977 (fel y'u hymgorfforwyd gan Fesur Diwygio'r GIG a Phroffesiynau Gofal Iechyd), a chymal 22 o'r Mesur hwnnw. Disgwylir y Cydsyniad Brenhinol i'r Mesur uchod ym mis Gorffennaf 2002, ar yr amod ei fod yn cael taith ddirwystr drwy'r broses ddeddfwriaethol seneddol. Tan i hyn ddigwydd a than i'r Ddeddf gael ei chychwyn, ni all y Cynulliad wneud is-ddeddfwriaeth o dan y pwerau y bydd Mesur Diwygio'r GIG a Phroffesiynau Gofal Iechyd yn eu rhoi.

## **Camau i'w Cymryd**

Byddwn yn croesawu barn y Pwyllgor Iechyd a Gwasanaethau Cymdeithasol ar y rheoliadau drafft

arfaethedig.

**JANE HUTT**

Y Gweinidog dros Iechyd a Gwasanaethau Cymdeithasol

Mai 2002

Enw cyswllt: Chris Brown (Ffôn: 029 2082 6811)

**National Assembly for Wales**

STATUTORY INSTRUMENTS

**2003 No. (W. )**

**National Health Service, Wales**

**The Local Health Boards (Transfer of Staff, Property, Rights and Liabilities)  
(Wales) Order 2003**

**EXPLANATORY NOTE**

*(This note is not part of the Order)*

Under section 16BA(6) and 126(1) and (4) of, and paragraph 22(1) of Schedule 5B to the National Health Service Act 1977 (1977 c.49), as amended by sections 6(1),(2) and Schedule 4 of the National Health Service Reform and Health Care Professions Act 2002 (2002 c.[ ]), the National Assembly for Wales has the power to transfer to a Local Health Board by order any specified description of employees of any Health Authority or NHS trust in Wales.

This Order transfers the staff of the five Welsh Health Authorities established by the Health Authorities (Wales) Establishment Order 1996 (SI 1996/146), excluding those staff transferred

under the Health Authorities (Transfer of Functions and Abolition) (Wales) Order 2003 (SI 2003/[ ], (W.[ ])), to the Local Health Boards established by the Local Health Boards (Establishment) (Wales) Order 2003 (SI 2003/[ ], (W.[ ])). The Order also transfers the staff from Powys Health Care National Health Service Trust established by Powys Health Care National Health Service Trust (Establishment) Order 1992 (SI 1992/2741) to the Powys Local Health Board.

In accordance with the requirements in paragraph 22(3) of Schedule 5B this Order is made following compliance with any prescribed requirements about consultation in relation to each of the employees transferred. The provisions in paragraphs 23, 24 and 25 of Schedule 5B, in so far as they are relevant, apply to the employees transferred under this Order.

Under sections 16BA(6) and 126(1) and (4) of, and paragraphs 20 and 21 of Schedule 5B to the National Health Service Act 1977 (1977 c.49), as amended by section 6(1),(2) and Schedule 4 of the National Health Service Reform and Health Care Professions Act 2002 (2002 c.[ ]), the National Assembly for Wales has the power to transfer (or provide for the transfer of) any of the property, rights and liabilities of a Health Authority or an NHS trust in Wales to a Local Health Board.

This Order transfers the property, rights and liabilities of the five Welsh Health Authorities, established by the Health Authorities (Wales) Establishment Order 1996 (SI 1996/146), excluding the property, rights and liabilities transferred under the Health Authorities (Transfer of Functions and Abolition)(Wales) Order 2003 (SI 2003/[ ], W.[ ]), to the Local Health Boards established by the Local Health Boards (Establishment) Order 2003 (SI 2003/[ ], (W. [ ])). The Order also transfers the property, rights and liabilities of the Powys Health Care National Health Service Trust established by the Powys Health Care National Health Service Trust (Establishment) Order 1992 (SI 1992/2741) to the Powys Local Health Board.

In accordance with the requirements in paragraph 20(2) of Schedule 5B any property, rights and liabilities which belong to a Welsh Health Authority or NHS trust or which are used by or managed by that authority or trust; and are to be transferred to a Local Health Board by or under this Order, are identified in a schedule of property, rights and liabilities agreed upon and signed by the relevant Health Authority or NHS trust and the relevant Local Health Board. Copies of the agreed Schedules specifying the property, rights and liabilities transferring under this Order can be obtained from the National Assembly for Wales.

In accordance with the requirements in paragraph 21(3) of Schedule 5B this Order contains appropriate provisions to safeguard the interests of third parties including, where appropriate, provision for the payment of compensation of an amount determined by an arbitrator appointed in accordance with the Arbitration Act 1996. The Order also provides for the arbitration of any disputes between health service authorities arising as a result of any of the transfers effected by or under the Order. The provisions of paragraphs 20 and 21 of Schedule 5B, in so far as they are relevant, apply to the transfer of property, rights and liabilities by or under this Order.

# 2003 No.

## National Health service, wales

### The Local Health Boards (Transfer of Staff, Property, Rights and Liabilities) (Wales) Order 2003

*Made [28th January] 2003*

*Coming into force [10th February] 2003*

The National Assembly for Wales, in exercise of the powers conferred by section 16BA(6) and 126 (1) and (4) of the National Health Service Act 1977(), and paragraphs 20, 21 and 22(1) to Schedule 5B to that Act, which are exercisable by it in relation to Wales (), having complied, in accordance with paragraph 22(3) of that Schedule, with the prescribed requirements about consultation in relation to each of the employees to be transferred, makes the following Order:

#### **Title, commencement and application**

1. — The Order may be cited as the Local Health Boards (Transfer of Staff, Property, Rights and Liabilities) (Wales) Order 2003 and shall come into force on *[10 February] 2003*.

(2) This Order applies to Wales only.

#### **Interpretation**

2. In this Order unless the context otherwise requires

"the transfer date" means *[1 April] 2003*.

"Local Health Board" means a Local Health Board established by the Local Health Boards (Establishment) (Wales) Order 2003().

"the Powys NHS Trust" means the Powys Health Care National Health Service Trust established by Powys Health Care National Health Service Trust (Establishment) Order 1992().

"Health service authority" shall have the meaning given in section 20(5) of Schedule 5B to the National Health Service Act 1977.

"Third parties" shall have the meaning given in section 20(4) of Schedule 5B to the National Health Service Act 1977.

## **Transfer of employees of Health Authorities**

### ***3.A Transfer of employees of Gwent Health Authority.***

(1) This article applies to Gwent Health Authority() and to the Local Health Boards listed in column (1) to Schedule 1 to this Order.

(2) With effect from the transfer date, all of the relevant employees specified in the description of employees contained in column (2) of Schedule 1 to this Order shall transfer to the Local Health Board specified opposite in column (1) of that Schedule.

(3) A relevant employee, for the purposes of paragraph (2), is any person who is listed in the description of employees contained in column (2) of Schedule 1 to this Order and whose contract of employment with Gwent Health Authority has not terminated before the transfer date (whether by expiry of notice effluxion of time or otherwise).

(4) In the event that, between the making of this Order and the transfer date, any person listed in column (2) of Schedule 1 to this Order ceases to be an employee of Gwent Health Authority and that person's position at Gwent Health Authority is filled by another, the description of employees in column (2) of that Schedule shall have effect as if that other person's name was substituted for the name of the person in question.

### ***3.B Transfer of employees of Bro Taf Health Authority***

(1) This article applies to Bro Taf Health Authority() and to the Local Health Boards listed in column (1) to Schedule 2 to this Order.

(2) With effect from the transfer date, all of the relevant employees specified in the description of employees contained in column (2) of Schedule 2 to this Order shall transfer to the Local Health Board specified opposite in column (1) of that Schedule.

(3) A relevant employee, for the purposes of paragraph (2), is any person who is listed in the description of employees contained in column (2) of Schedule 2 to this Order and whose contract of employment with Bro Taf Health Authority has not terminated before the transfer date (whether by expiry of notice, effluxion of time or otherwise).

(4) In the event that, between the making of this Order and the transfer date, any person listed in column (2) to Schedule 2 to this Order ceases to be an employee of Bro Taf Health Authority and that person's position at Bro Taf Health Authority is filled by another, the description of employees in column (2) of that Schedule shall have effect as if that other person's name was substituted for the name of the person in question.

### ***3.C Transfer of employees of Iechyd Morganwg Health Authority.***

(1) This article applies to Iechyd Morganwg Health Authority() and to the Local Health Boards listed in column (1) of Schedule 3 to this Order.

(2) With effect from the transfer date, all of the relevant employees specified in the description of employees contained in column (2) of Schedule 3 to this Order shall transfer to the Local Health Board specified opposite in column (1) of that Schedule.

(3) A relevant employee, for the purposes of paragraph (2), is any person who is listed in the description of employees contained in column (2) of Schedule 3 to this Order and whose contract of employment with Iechyd Morganwg Health Authority has not terminated before the transfer date (whether by expiry of notice, effluxion of time or otherwise).

(4) In the event that, between the making of this Order and the transfer date, any person listed in column (2) of Schedule 3 to this Order ceases to be an employee of Iechyd Morganwg Health Authority and that person's position at Iechyd Morganwg Health Authority is filled by another, the description of employees in column (2) of that Schedule shall have effect as if that other person's name was substituted for the name of the person in question.

### ***3.D Transfer of employees of Dyfed Powys Health Authority.***

(1) This article applies to Dyfed Powys Health Authority() and to the Local Health Boards listed in column (1) to Schedule 4 to this Order.

(2) With effect from the transfer date, all of the relevant employees specified in the description of employees contained in column (2) of Schedule 4 to this Order shall transfer to the Local Health Board specified opposite in column (1) of that Schedule.

(3) A relevant employee, for the purposes of paragraph (2), is any person who is listed in the description of employees contained in column (2) of Schedule 4 to this Order and whose contract of employment with Dyfed Powys Health Authority has not terminated before the transfer date (whether by expiry of notice, effluxion of time or otherwise).

(4) In the event that, between the making of this Order and the transfer date, any person listed in column (2) of Schedule 4 to this Order ceases to be an employee of Dyfed Powys Health Authority and that person's position at Dyfed Powys Health Authority is filled by another, the description of employees in column (2) of that Schedule shall have effect as if that other person's name was substituted for the name of the person in question.

### ***3.E Transfer of employees of North Wales Health Authority.***

(1) This article applies to North Wales Health Authority()and to the Local Health Boards listed in column (1) to Schedule 5 to this Order.

(2) With effect from the transfer date, all of the relevant employees specified in the description of employees contained in column (2) of Schedule 5 to this Order shall transfer to the Local Health Board specified opposite in column (1) to that Schedule.

(3) A relevant employee, for the purposes of paragraph (2), is any person who is listed in the description of employees contained in column (2) of Schedule 5 to this Order and whose contract of employment with North Wales Health Authority has not terminated before the transfer date (whether by expiry of notice, effluxion of time or otherwise).

(4) In the event that, between the making of this Order and the transfer date, any person listed in column (2) of Schedule 5 to this Order ceases to be an employee of North Wales Health Authority and that person's position at that health authority is filled by another, the description of employees in column (2) of that Schedule shall have effect as if that other person's name was substituted for the name of the person in question.

### **Transfer of employees of the Powys Health Care National Health Service Trust**

**4—(1)**This article applies to the Powys NHS Trust ().

(2) With effect from the transfer date, all of the relevant employees specified in the description of employees contained in column (2) of Schedule 6 to this Order shall transfer to the Local Health Board specified opposite in column (1) of that Schedule.

(3) A relevant employee, for the purposes of paragraph (2), is any person who is listed in the description of employees contained in column (2) of Schedule 6 to this Order and whose contract of employment with the Powys NHS Trust has not terminated before the transfer date (whether by expiry of notice, effluxion of time or otherwise).



(4) In the event that, between the making of this Order and the transfer date, any person listed in column (2) of Schedule 6 to this Order ceases to be an employee of the Powys NHS Trust and that person's position at the Trust is filled by another, the description of employees in that Schedule shall have effect as if that other person's name was substituted for the name of the person in question.

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

### ***5. A Transfer of property, rights and liabilities of Gwent Health Authority.***

(1) This article applies to the property, rights and liabilities of the Gwent Health Authority.

(2) The property, rights and liabilities of the Gwent Health Authority shall, on the transfer date, be transferred in accordance with paragraph (3) to the Local Health Boards listed in column (1) of Schedule 1 to this Order.

(3) The transfer of the property, rights and liabilities shall be in governed by the following agreements, all of which have been agreed and signed by both Gwent Health Authority and the relevant Local Health Board:

- a. the Blaenau Gwent property, rights and liabilities specified in the schedule of Blaenau Gwent property, rights and liabilities prepared by and agreed upon by the Gwent Health Authority and the Blaenau Gwent Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;
- b. the Monmouthshire property, rights and liabilities specified in a schedule of Monmouthshire property, rights and liabilities prepared by and agreed upon by the Gwent Health Authority and the Monmouthshire Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;
- c. the Newport property, rights and liabilities specified in a schedule of Newport property, rights and liabilities prepared by and agreed upon by the Gwent Health Authority and the Newport Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;
- d. the Caerphilly property, rights and liabilities specified in a schedule of Caerphilly property, rights and liabilities prepared by and agreed upon by the Gwent Health Authority and the Caerphilly Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property; and
- (e) the Torfaen property, rights and liabilities specified in a schedule of Torfaen property, rights and liabilities prepared by and agreed upon by the Gwent Health Authority and the Torfaen Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property.

### ***5.B Transfer of property, rights and liabilities of Bro Taf Health Authority:***

(1) This article applies to the property, rights and liabilities of Bro Taf Health Authority.

(2) The property, rights and liabilities of Bro Taf Health Authority shall, on the transfer date, be transferred in accordance with paragraph (3) to the Local Health Boards listed in column (1) of Schedule 2 to this Order.

(3) The transfer of the property, rights and liabilities shall be governed by the following agreements, all of which have been agreed and signed by Bro Taf Health Authority and the relevant Local Health Board:

(a) the Cardiff property, rights and liabilities specified in a schedule of Cardiff property, rights and liabilities prepared by and agreed upon by the Bro Taf Health Authority and the Cardiff Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;

(b) the Rhondda Cynon Taf property, rights and liabilities specified in a schedule of Rhondda Cynon Taf property, rights and liabilities prepared by and agreed upon by the Bro Taf Health Authority and the Rhondda Cynon Taf Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;

(c) the Vale of Glamorgan property, rights and liabilities specified in a schedule of Vale of Glamorgan property, rights and liabilities prepared by and agreed upon by the Bro Taf Health Authority and the Vale of Glamorgan Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property; and

(d) the Merthyr Tydfil property, rights and liabilities specified in a schedule of Merthyr Tydfil property, rights and liabilities prepared by and agreed upon by the Bro Taf Health Authority and the Merthyr Tydfil Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property.

### ***5.C Transfer of property, rights and liabilities of Iechyd Morganwg Health Authority:***

(1) This article applies to the property, rights and liabilities of Iechyd Morganwg Health Authority.

(2) The property, rights and liabilities of Iechyd Morganwg shall, on the transfer date, be transferred in accordance with paragraph (3) to the Local Health Boards listed in column (1) of Schedule 3 to this Order.

(3) The transfer of the property, rights and liabilities shall be governed by the following agreements, all of which have been agreed and signed by Iechyd Morganwg Health Authority and the relevant Local Health Board :

(a) the Swansea property, rights and liabilities specified in a schedule of Swansea property, rights and

liabilities prepared by and agreed upon by the Iechyd Morganwg Health Authority and the Swansea Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;

(b) the Neath/Port Talbot property, rights and liabilities specified in a schedule of Neath/Port Talbot property, rights and liabilities prepared by and agreed upon by the Iechyd Morganwg Health Authority and the Neath/Port Talbot Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property; and

(c) the Bridgend property, rights and liabilities specified in a schedule of Bridgend property, rights and liabilities prepared by and agreed upon by the Iechyd Morganwg Health Authority and the Bridgend Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property.

#### ***5.D Transfer of property, rights and liabilities of Dyfed Powys Health Authority:***

(1) This article applies to the property, rights and liabilities of Dyfed Powys Health Authority.

(2) The property, rights and liabilities of Dyfed Powys Health Authority shall, on the transfer date, be transferred in accordance with paragraph (3) to the Local Health Boards listed in column (1) to Schedule 4 to this Order.

(3) The transfer of the property, rights and liabilities shall be governed by the following agreements, all of which have been agreed and signed by Dyfed Powys Health Authority and the relevant Local Health Board:

(a) the Pembrokeshire property, rights and liabilities specified in a schedule of Pembrokeshire property, rights and liabilities prepared by and agreed upon by the Dyfed Powys Health Authority and the Pembrokeshire Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;

(b) the Powys property, rights and liabilities specified in a schedule of Powys property, rights and liabilities prepared by and agreed upon by the Dyfed Powys Health Authority and the Powys Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;

(c) the Ceredigion property, rights and liabilities specified in a schedule of Ceredigion property, rights and liabilities prepared by and agreed upon by the Dyfed Powys Health Authority and the Ceredigion Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property; and

(d) the Carmarthenshire property, rights and liabilities specified in a schedule of Carmarthenshire property, rights and liabilities prepared by and agreed upon by the Dyfed Powys Health Authority and the Carmarthenshire Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property.

### ***5.E Transfer of property, rights and liabilities of North Wales Health Authority***

(1) This article applies to the property, rights and liabilities of North Wales Health Authority.

(2) The property, rights and liabilities of North Wales Health Authority shall, on the transfer date, be transferred in accordance with paragraph (3) to the Local Health Boards listed in column (1) to Schedule 5 to this Order.

(3) The transfer of the property, rights and liabilities shall be governed by the following agreements, all of which have been agreed and signed by North Wales Health Authority and the relevant Local Health Board:

(a) the Conwy property, rights and liabilities specified in a schedule of Conwy property, rights and liabilities prepared by and agreed upon by the North Wales Health Authority the Conwy Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;

(b) the Flintshire property, rights and liabilities specified in a schedule of Flintshire property, rights and liabilities prepared by and agreed upon by the North Wales Health Authority and the Flintshire Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;

(c ) the Ynys Mon property, rights and liabilities specified in a schedule of Ynys Mon property, rights and liabilities prepared by and agreed upon by the North Wales Health Authority and the Ynys Mon Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;

(d) the Denbighshire property, rights and liabilities specified in a schedule of Denbighshire property, rights and liabilities prepared by and agreed upon by the North Wales Health Authority and the Denbighshire Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property;

e. the Wrexham property, rights and liabilities specified in a schedule of Wrexham property, rights and liabilities prepared by and agreed upon by the North Wales Health Authority and the Wrexham Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property; and

f. the Gwynedd property, rights and liabilities specified in a schedule of Gwynedd property, rights and liabilities prepared by and agreed upon by the North Wales Health Authority and the Gwynedd Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property.

**Transfer of the property, rights and liabilities of the Powys NHS Trust.**

**6.**—(1) This article applies to the property, rights and liabilities of the Powys NHS Trust.

(2) The property, rights and liabilities of the Powys NHS Trust specified in a schedule of property, rights and liabilities prepared by, agreed upon and signed by the Powys NHS Trust and the Powys Local Health Board on [ ] 2003, and any rights and liabilities arising from the specified property shall, on the transfer date, be transferred to the Powys Local Health Board.

### **Arbitration of disputes between health service authorities**

**7.**— (1) Where a dispute arises as a result of any of the transfers effected under this Order between any of the health service authorities, one or more of the health service authorities may refer the dispute to the National Assembly for Wales for determination under the following provisions of this article.

(2) Where a reference is made to the National Assembly for Wales under subsection (1) above, the Assembly may determine the dispute itself or, if it considers it appropriate, appoint a person to consider and determine it in accordance with any directions given by the Assembly.

(3) By its determination of a reference under subsection (1) above, the Assembly or, as the case may be, the person appointed under subsection (2) above may resolve the dispute and impose binding terms upon the health service authorities involved in the dispute.

(4) A determination of a reference under subsection (1) above may contain such directions (including directions as to payment) as the Assembly or, as the case may be, the person appointed under subsection (2) above considers appropriate to resolve the matter in dispute.

### **Third party rights**

**8.**—(1) Where articles 5 and 6 above operate so as to adversely affect third party rights the following provisions of this article shall apply.

[ (2) For the avoidance of doubt, the fact that a property, right or liability is transferred is not sufficient to establish detriment. The third party must establish that a loss has been suffered. ]

(3) In the event of a dispute between a third party and a health service authority, the dispute shall be determined by an arbitrator appointed in accordance with the Arbitration Act 1996. The arbitration shall then be governed by the said Act. The results of the arbitration shall be binding upon the parties.

(4) If the arbitrator is of the opinion a third party has suffered a detriment as a result of a transfer under this Order, then compensation, as ordered by the arbitrator, shall be paid to the third party by the health service authority in question.

Signed on behalf of the National Assembly for Wales under section 66(1) of the Government of Wales Act 1998()

[28 January] 2003

The Presiding Officer of the National Assembly

SCHEDULE 1

Gwent Health Authority

Column 1	Column 2
<i>List of LHBs</i>	<i>description of employees</i>

SCHEDULE 2

Bro Taf Health Authority

Column 1	Column 2
<i>List of LHBs</i>	<i>description of employees</i>

### SCHEDULE 3

#### Iechyd Morganwg Health Authority

Column 1	Column 2
<i>List of LHBs</i>	<i>description of employees</i>

### SCHEDULE 4

#### Dyfed Powys Health Authority

Column 1	Column 2
<i>List of LHBs</i>	<i>description of employees</i>

### SCHEDULE 5



North Wales Health Authority

Column 1	Column 2
<i>List of LHBs</i>	<i>description of employees</i>

SCHEDULE 6

Powys Health Care National Health Service Trust

Column 1	Column 2
<i>List of LHBs</i>	<i>description of employees</i>