



Alliance & Leicester (Girobank) Act 1993

1993 CHAPTER iii

7 Supplementary provisions

Without prejudice to the generality of the foregoing provisions but subject to any provision of this Act to the contrary effect, the following provisions of this section shall have effect on any appointed day to the extent that they relate to the property or liabilities comprising the personal bank or the part of the personal bank for which that day is appointed:—

- (1) Every contract to which Girobank is a party (whether in writing or not) shall have effect on and from the appointed day as if—
 - (a) Alliance & Leicester had been a party thereto instead of Girobank;
 - (b) for any reference (however worded and whether express or implied) to Girobank there were substituted, as respects anything falling to be done on or after the appointed day, a reference to Alliance & Leicester;
 - (c) any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of Girobank were, as respects anything falling to be done on or after the appointed day, a reference to the directors of Alliance & Leicester or, as the case may require, to such director, officer or employee of Alliance & Leicester as Alliance & Leicester may appoint for that purpose or, in default of appointment, to the director, officer or employee of Alliance & Leicester who corresponds as nearly as may be to the first-mentioned director, officer or employee; and
 - (d) where the contract relates to property or liabilities which are for the time being only partly vested in Alliance & Leicester, the contract, to the extent to which it is enforceable by and against Girobank, constituted two separate contracts, one of which is enforceable by and against Alliance & Leicester as regards the part of the property or liabilities so vested in it and not as regards the other part, and the other of which is enforceable by and against Girobank as regards the part of the property or liabilities not so vested in Alliance & Leicester and not as regards the other part:
- (2) Sub-paragraphs (b) and (c) of paragraph (1) above shall apply to any statutory provision, to any provision of any existing contract to which Girobank was not a party and to any provision of any other existing document (not being a contract or a will)

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as they apply to a contract to which that paragraph applies: Provided that the said subparagraphs (b) and (c) shall not apply to any existing authorisation or exemption under any enactment regulating the carrying on of the business of Girobank:

- (3) Any account between Girobank and a customer shall, on the appointed day, become an account between Alliance & Leicester and the customer subject to the same conditions and incidents as theretofore; and such account shall be deemed for all purposes to be a single continuing account:

Provided that nothing herein shall affect any right of Alliance & Leicester or of the customer to vary the conditions or incidents subject to which any account is kept:

- (4) (a) Without prejudice to paragraph (3) above, any customer who immediately before the appointed day
- (i) was a borrower from Girobank in respect of an advance which if made by Alliance & Leicester would have been an advance secured on land within the meaning of section 10 (1) of the Building Societies Act 1986; or
 - (ii) was a borrower from Girobank by having taken with the consent of Girobank a transfer of any land already the subject of such an advance; or
 - (iii) on the death of a borrower or otherwise on transfer by operation of law had become entitled to land already the subject of such an advance and had not been required to pay the advance; shall be a borrowing member of Alliance & Leicester;
- (b) For the purpose of section 11 of the said Act of 1986 every such advance shall
- (i) if secured by a mortgage which takes priority over all other mortgages of the land which is security for the advance, be treated as a class 1 advance; and
 - (ii) if secured by a mortgage which takes priority after one other mortgage of the land which is security for the advance, be treated as a class 2 advance:
- (5) Without prejudice to paragraph (3) above, any customer of Girobank other than such a customer as is mentioned in paragraph (4) above shall not on the appointed day by virtue of this Act become a member of Alliance & Leicester:
- (6) Any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to Girobank (whether in writing or not and whether or not in relation to an account) shall have effect, on and from the appointed day, as if given to Alliance & Leicester:
- (7) Any negotiable instrument or order for payment of money drawn by or given to, or accepted or endorsed by, Girobank, or payable to any place of business of Girobank, whether so drawn, given, accepted, endorsed or payable before, on or after the appointed day, shall have the same effect on and from that day, as if it had been drawn on, or given to, or accepted or endorsed by Alliance & Leicester, or (as the case may be) as if the place of business at which it is payable were a place of business of Alliance & Leicester:
- (8) The custody of any document or record, goods or other thing held by Girobank as bailee shall pass to Alliance & Leicester on the appointed day, and the rights and obligations of Girobank under any contract of bailment relating to any such document

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or record, goods or thing shall on that day become rights and obligations of Alliance & Leicester:

- (9) (a) Any security held immediately before the appointed day by Girobank, or by a nominee or agent of or trustee for Girobank, as security for the payment or discharge of any liability shall, on and from that day, be held by, or, as the case may require, by that nominee, agent or trustee for, Alliance & Leicester, and be available to Alliance & Leicester (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability;
- (b) In relation to any security vested in Alliance & Leicester in accordance with the provisions of this Act and any liabilities thereby secured, Alliance & Leicester shall be entitled to the rights and priorities and be subject to the obligations and incidents to which Girobank would have been entitled and subject if it had continued to hold the security;
- (c) Any security referred to in the foregoing provisions of this paragraph which extends to future advances or liabilities shall, on and from the appointed day, be available to Alliance & Leicester (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and future liabilities to the same extent and in the same manner in all respects as future advances by, or liabilities to, Girobank or, as the case may be, Alliance & Leicester were secured thereby immediately before that day:
- (10) Where by virtue of this Act any right or liability of Girobank becomes a right or liability of Alliance & Leicester, Alliance & Leicester and all other persons shall, on and from the appointed day, have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that right or liability as if it had at all times been a right or liability of Alliance & Leicester; and any legal proceedings or application to any authority existing or pending immediately before the appointed day by or against Girobank may be continued by or against Alliance & Leicester:
- (11) Any judgment or award obtained by or against Girobank and not fully satisfied before the appointed day shall on that day, to the extent to which it is enforceable by or against Girobank, become enforceable by or against Alliance & Leicester.