

Dated

March 2026

**(1) WARRINGTON AND HALTON TEACHING HOSPITALS NHS FOUNDATION TRUST
and**

(2) BRIDGEWATER COMMUNITY HEALTHCARE NHS FOUNDATION TRUST

**TRANSACTION AGREEMENT
FOR COMBINING THE BUSINESSES OF
WARRINGTON AND HALTON TEACHING
HOSPITALS NHS FOUNDATION TRUST
AND BRIDGEWATER COMMUNITY
HEALTHCARE NHS FOUNDATION
TRUST UNDER SECTION 56A OF THE
NATIONAL HEALTH SERVICE ACT 2006**

Draft	Date	Author
V001	7 January 2026	Hill Dickinson
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BETWEEN:

- (1) **WARRINGTON AND HALTON TEACHING HOSPITALS NHS FOUNDATION TRUST** of Warrington Hospital, Lovely Lane, Warrington, WA5 1QG (**WHFT**); and
- (2) **BRIDGEWATER COMMUNITY HEALTHCARE NHS FOUNDATION TRUST** of Spencer House, Birchwood, Warrington, Cheshire, WA3 7PG (**BCHFT**)

(each a **Party** and together **Parties**).

1 BACKGROUND

- 1.1 The Trusts wish to work collaboratively to combine their businesses and have taken steps to date towards achieving this. The intention behind the transaction is to improve healthcare services, achieve better integration between hospital and community care and deliver greater benefits for their patients, people and system partners.
- 1.2 The Trusts wish to transform how healthcare is delivered by uniting acute, secondary and community care into a single organisation to provide care that is truly patient centred and better respond to the evolving needs of their populations.
- 1.3 NHS England is responsible for overseeing the Transaction in its role as regulator of the Trusts by supporting, reviewing and approving the Transaction.
- 1.4 In December 2025 the board of WHFT and the board of BCHFT approved the Business Case for WHFT to acquire all the property and liabilities of BCHFT subject to the consents and approvals set out in Clause 3.
- 1.5 The Trusts have submitted the Business Case to NHS England and shall make the application to NHS England for the acquisition of BCHFT by WHFT under section 56A of the 2006 Act in accordance with the requirements of the Transactions Guidance. Under the Transactions Guidance, this Transaction is a significant transaction.
- 1.6 The Parties have now agreed to enter into this Agreement. Upon completion of this Agreement they will enter into the Pre-Completion Period. The Trusts confirm that they will work together to achieve Completion of the Transaction on the Completion Date.
- 1.7 The Parties acknowledge and agree that the Transaction will be effected by the Grant of Acquisition taking effect.
- 1.8 This Agreement is being entered into prior to the dissolution of BCHFT and prior to the Grant of Acquisition becoming effective to govern the relationship between the Trusts.

This Agreement is intended to supplement and has been signed in anticipation of the Grant of Acquisition.

- 1.9 The Parties are entering into this Agreement in order to record:
- 1.9.1 the steps that they have taken in preparation for the Transaction (including approvals, for example the Business Case that has been prepared); and
 - 1.9.2 certain matters (including agreements) that have been reached between the Parties in relation to the Transaction that will not be recorded in the Grant of Acquisition.
- 1.10 Unless the context otherwise requires, the definitions and rules of interpretation set out in Schedule 1 apply to this Agreement.

2 STATUTORY PROCESS

- 2.1 In consideration of and subject to the terms of this Agreement, the Parties agree forthwith to make the application jointly to NHS England for the acquisition of BCHFT by WHFT under section 56A of the 2006 Act.
- 2.2 The Parties agree that the Transaction will be effected by NHS England using its powers under sections 56A and 56AA of the NHTA to grant the Trusts' joint application for the Transaction by making a Grant of Acquisition (subject to approval of the Secretary of State for Health and Social Care).
- 2.3 On the date that the Grant of Acquisition takes effect in accordance with Clause 6 the following events will occur:
- 2.3.1 the Transferring Property and Liabilities will be transferred to WHFT;
 - 2.3.2 WHFT's amended constitution will take effect; and
 - 2.3.3 BCHFT will be dissolved.

3 APPROVALS

- 3.1 The Parties acknowledge and agree that the following events have already occurred:
- 3.1.1 A Transaction Board has been established to co-ordinate the Transaction. The Better Care Together Delivery Group meets monthly and provides Board-level oversight of the Integration Programme and the Transaction. References to the "Transaction Board" in this document refer to the Better Care Together Delivery Group

- 3.1.2 an appropriate due diligence exercise in relation to the Transaction has been carried out by WHFT on BCHFT;
 - 3.1.3 the Trusts have submitted the Business Case to NHS England;
 - 3.1.4 NHS England has reviewed the Business Case and completed its risk assessment of the Transaction and notified the Trusts of the risk rating;
 - 3.1.5 the ICB has agreed to support the Transaction and the ICB has agreed arrangements for commissioning of the Transferring Services from Completion in accordance with the terms of the NHSE Standard Services Contract(s);
 - 3.1.6 the Council of Governors and Board of Directors of BCHFT have approved the Transaction and resolved to make the joint application to NHS England, enter into this Agreement and complete the Transaction contemplated by this Agreement having had the opportunity to consider the outcome of NHS England's risk assessment of the Transaction;
 - 3.1.7 the following certifications (as set out in the Transaction Guidance) have been submitted to and approved by NHS England:
 - 3.1.7.1 board certification, together with any additional evidence requested by NHS England; and
 - 3.1.7.2 management letter of representation, together with any additional evidence requested by NHS England.
 - 3.1.8 the Council of Governors and Board of Directors of WHFT have approved the Transaction and the proposed amendments to WHFT's Constitution and resolved to make the joint application to NHS England, enter into this Agreement and complete the Transaction contemplated by this Agreement having had the opportunity to consider the outcome of NHS England's risk assessment of the Transaction including the impact on WHFT's segmentation under NHS England Oversight Framework;
 - 3.1.9 the Council of Governors and Board of Directors of WHFT and BCHFT have approved the Transaction where the Transaction meets the definition of 'significant transaction' as may be contained in WHFT and BCHFT's constitution.
- 3.2 Completion is conditional upon:

- 3.2.1 the Trusts making a joint application to NHS England for the Transaction and submitting evidence of the requisite governor approvals;
 - 3.2.2 a recommendation by NHS England to the Secretary of State for Health and Social Care for approval of the Grant of Acquisition and the Secretary of State for Health and Social Care confirming their satisfaction as to the Transaction in order to approve the Grant of Acquisition;
 - 3.2.3 amendment of WHFT's CQC registration, to take effect on Completion;
 - 3.2.4 amendment of WHFT's membership of the relevant NHS Resolution risk sharing scheme(s), to take effect on Completion;
 - 3.2.5 the Trusts having submitted to NHS England a version of WHFT's constitution with proposed amendments, to take effect on Completion;
 - 3.2.6 NHS England being satisfied that such steps as are necessary to prepare for the Transaction have been taken;
 - 3.2.7 NHS England granting the Grant of Acquisition.
- 3.3 If prior to the Completion Date NHS England has issued the Transaction with a 'red' risk rating or otherwise indicated that it is not prepared to grant the Grant of Acquisition at all, or the Secretary of State for Health and Social Care does not approve the Grant of Acquisition, this Agreement will automatically terminate without liability on any Party (save in respect of any antecedent breaches).
- 3.4 If either:
- 3.4.1 NHS England has indicated that it is not prepared to grant the Grant of Acquisition to take effect on the Proposed Completion Date; or
 - 3.4.2 the Secretary of State for Health and Social Care does not approve the Grant of Acquisition in time for the Transaction to take effect on the Proposed Completion Date; or
 - 3.4.3 without any prior indication or notification by NHS England, the Grant of Acquisition has not been granted in time to take effect on the Proposed Completion Date;

then the Parties will conduct a formal review meeting to be convened by WHFT as soon as practicable with a view to the Parties agreeing the most appropriate way forward which may include a mutual written agreement to vary the Proposed Completion Date to a new date (**Longstop Date**). If no Longstop Date can be agreed or if the Grant of Acquisition has not been granted to take effect on the Longstop Date

(or such later date as may be agreed in writing between the Parties), each Party will unilaterally be entitled to terminate their rights and obligations under this Agreement without liability on any Party (save in respect of any antecedent breaches). For the avoidance of doubt, in exercising the right, the Parties confirm that they will act reasonably having regard to the importance of the continued delivery of the clinical services by BCHFT.

- 3.5 The Parties agree that a breach by one of them of Clause 9 will entitle the other to terminate this Agreement at any time during the Pre-Completion Period and to withdraw the application at any time before the Grant of Acquisition.
- 3.6 For the avoidance of doubt, in exercising the right of termination under this Clause 3, the Parties confirm that they will act reasonably having regard to the importance of the continued delivery of the services by the Trusts.

4 AGREEMENT TO ACQUIRE

Subject to the terms of this Agreement, WHFT agrees that:

- 4.1 the Transferring Property and Liabilities will transfer to WHFT on the terms of this Agreement in accordance with the Grant of Acquisition;
- 4.2 the Transferring Employees will transfer to WHFT from BCHFT in accordance with the TUPE Regulations; and
- 4.3 NHS England will not be asked to exercise its power in section 56A(4A) of the NHA to make a statutory order providing for the transfer of the Transferring Employees to WHFT.

5 PRE-COMPLETION PERIOD OBLIGATIONS

- 5.1 The Trusts agree that from the date of this Agreement until the Completion Date or the earlier termination of this Agreement, they will co-operate fully with each other, the ICB and NHS England to comply with their respective obligations in this Clause 5 and to meet the requirements of section 56A to enable NHS England to make the Grant of Acquisition.
- 5.2 The Parties agree that the Transaction Board will continue to operate up to Completion.
- 5.3 During the Pre-Completion Period WHFT will continue to cooperate to ensure safe handover of the Transferring Services, including by ensuring there is a PTIP for the Transaction.

- 5.4 BCHFT covenants with WHFT that until the Completion Date or earlier termination of this Agreement it will operate its business in accordance with the commitments in Schedule 2.
- 5.5 BCHFT recognises that WHFT will continue to require access to certain information to support due diligence, the regulatory process with NHS England and integration planning up to the Completion Date. BCHFT agrees to cooperate with WHFT's reasonable requests and provide reasonable information on an open book basis up until the Completion Date in accordance with Clause 5.6.
- 5.6 Any information provided by BCHFT to WHFT will comply with data protection law and Clause 10.

6 COMPLETION

- 6.1 On the Completion Date the following events will occur:
- 6.1.1 the Transferring Property and Liabilities will transfer to WHFT and the balance sheet of WHFT (after the Transaction) will represent the consolidated position of both the Trusts;
- 6.1.2 the Transferring Employees will transfer to WHFT in accordance with the TUPE Regulations; and
- 6.1.3 BCHFT will be dissolved.

7 POST-COMPLETION

- 7.1 Except as stated to the contrary in this Agreement, WHFT agrees that it will deal with all matters arising in relation to the activities or functions of the Transferring Services and the Transferring Property and Liabilities and Transferring Employees which have not been dealt with by or arise after the Completion Date.
- 7.2 All claims related to Transferring Services will transfer to WHFT whether covered by CNST or not and WHFT will continue membership of CNST (or take out commercial insurance, at its option) in respect of the Transferring Services.

8 STAFFING ARRANGEMENTS

Transferring Employees

- 8.1 The Trusts intend and acknowledge that the Transaction, with respect to the Transferring Employees, constitutes a Relevant Transfer and agree that as a consequence of that Relevant Transfer, the contracts of employment made between BCHFT and the Transferring Employees will have effect from and after Completion, as

if originally made between WHFT and the Transferring Employees, including protection of the Transferring Employees' service and terms and conditions of employment.

- 8.2 Notwithstanding the acknowledgement and agreement in Clause 8.1 and in recognition of the possibility that the Transaction contemplated by this Agreement may be determined not to be a Relevant Transfer by a Court or Tribunal, WHFT will with effect from Completion, offer employment to each Transferring Employee on like terms to the terms on which they would have become employed by WHFT had there been a Relevant Transfer or, to the extent that it is not reasonably practicable to do so in respect of any such term, on terms which are not in such respect materially to the detriment of each Transferring Employee.

Information and Consultation

- 8.3 WHFT acknowledges and agrees that BCHFT has supplied (and in any event will be deemed to have supplied) to WHFT the Employee Liability Information on or before the Completion Date.
- 8.4 WHFT undertakes to comply with the Information Commissioners' Data Protection Good Practice Note "Disclosure of Employee Information under TUPE".
- 8.5 BCHFT will take reasonable steps to comply with its obligations under Regulations 11, 13 and 14 of the TUPE Regulations, prior to the Completion Date including during the Pre-Completion Period.
- 8.6 WHFT will take reasonable steps to comply with its obligations under Regulation 13 of the TUPE Regulations, prior to the Completion Date including during the Pre-Completion Period.

Apportionments and Payments

- 8.7 BCHFT will be responsible for all Employee Emoluments in respect of the Transferring Employees which are accrued and payable in respect of the period up to Completion.
- 8.8 WHFT will be responsible for all emoluments and outgoings in respect of the Transferring Employees which accrue and / or are payable in the period on and after Completion.
- 8.9 WHFT confirms that WHFT is an NHS Employing Authority for the purposes of membership by the Transferring Employees of the NHS Pension Scheme and that, accordingly, with effect from the Completion Date, the Transferring Employees will continue to be entitled to retain full access to membership of the NHS Pension Scheme. For the avoidance of doubt, such membership will include on-going

entitlement to injury, ill-health and premature retirement benefits administered for and on behalf of WHFT by the NHS Pension Scheme.

9 WARRANTIES AND INDEMNITIES

9.1 BCHFT warrants to WHFT that:

9.1.1 in responding to due diligence enquiries BCHFT has exercised utmost good faith to identify all material risks and to the best of its knowledge it has fully disclosed to WHFT all material risks;

9.1.2 to the best of its knowledge all outstanding material risks are set out in a final risk register; and

9.1.3 it will continue to exercise utmost good faith to disclose to WHFT any material risks of which it becomes aware and which have not previously been disclosed.

9.2 The Trusts agree to undertake to each other that they will use their best endeavours to mitigate all material risks which are identified in the final risk register.

10 CONFIDENTIALITY AND FREEDOM OF INFORMATION

10.1

The Parties undertake that they will not at any time for a period of five years after the date of this Agreement, use or exploit or disclose to any person any Confidential Information disclosed by a Party and / or its representative to another Party and / or its representatives except as permitted by Clause 10.2 and or Clause 10.3.

10.2 The Parties may disclose Confidential Information:

10.2.1 to their employees, agents or consultants who need to know such information for the purpose of discharging their obligations under this Agreement provided that they will ensure that their employees, agents or consultants to whom they disclose Confidential Information comply with this Clause 10; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 The Parties will not use each other's Confidential Information for any purpose other than to comply with this Agreement, to complete the Transaction and, in the case of WHFT, to pursue the business of BCHFT after Completion.

- 10.4 Without limitation to the other rights, duties and obligations contained in Clauses **Error! Reference source not found.** and 10.2 it is noted by the Trusts that, if the Transaction does not proceed to completion by the Completion Date or the Longstop Date, WHFT will upon written request from BCHFT return any written information provided by BCHFT without keeping any copies of that information.
- 10.5 The Parties will agree the full particulars and timing of any announcements relating to the Transaction which any of the Parties plan to make.
- 10.6 The Parties acknowledge that they are subject to legal duties under the FOIA which may require them to disclose, on request, information relating to this Agreement and that they are also subject to the *Code of Practice on Openness in the NHS (4 August 2003)*.
- 10.7 If a Party receives a Request for Information (as defined in FOIA) about the Transaction, then, prior to any disclosure of information to which an exemption to FOIA may apply (**Potentially Exempt Information**), it will:
- 10.7.1 immediately notify the other Parties of such Request for Information;
 - 10.7.2 discuss the Request for Information with the other Parties and the Parties shall consider together whether or not an exemption to FOIA applies and the public interest factors both for and against disclosure (if applicable depending upon the potential exemption) in accordance with FOIA to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing such Potentially Exempt Information;
 - 10.7.3 take into account any representations made by the other Parties in relation to the Request for Information and any possible exemptions; and
 - 10.7.4 consult with the other Parties in relation to any proposed disclosure as to whether any further explanatory material or advice should also be disclosed with the information in question.
- 10.8 Each Party agrees that it will inform the other Parties of any media enquiries which it receives in relation to the Transaction, and that it will consult with the other Parties, and will pay due regard to any comments or representations of the other Parties, in connection with the content of any media statements which it intends to issue.
- 10.9 The Parties will work co-operatively together in relation to the use of personal data and the requirements of the Data Protection Act 2018 including ensuring that appropriate technical and organisational security measures are taken against unauthorised or

unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

11 DISPUTE RESOLUTION

11.1 In the event of any dispute between any or all of the Parties arising under this Agreement the relevant Parties will attempt to resolve any dispute between themselves by discussion undertaken in good faith at managerial level or higher and by persons within each Party appropriate to conduct such discussions having regard to the nature of the dispute in question.

11.2 In the event that the relevant Parties are unable to resolve the dispute in question by recourse to the procedure described in Clause 11.1 within a period of five (5) Business Days of the dispute arising, each of the relevant Parties will attempt to resolve the dispute by discussion undertaken in good faith by their respective Chairs (or other nominated Director).

11.3 In the event that the relevant Parties are unable to resolve the dispute in question by recourse to the procedure described in Clause 11.2 within a period of five (5) Business Days of referral to their respective Chairs (or other nominated Director), each of them will attempt to resolve the dispute by discussion undertaken in good faith in consultation with their non-executive directors.

11.4 In the event that the Parties in dispute are unable to resolve the dispute in question by recourse to the procedure described in Clause 11.3 within a period of five (5) Business Days, they will submit the dispute to mediation by the CEDR under the Model Mediation Procedure, and if under the Model Mediation Procedure the Parties in dispute do not agree as to the mediator nominated by CEDR then, CEDR will in its discretion appoint a mediator.

11.5 The costs of CEDR mediation will be borne equally by the relevant Parties.

11.6 For the avoidance of any doubt, unless this Agreement has been repudiated or terminated and notwithstanding that a dispute remains unresolved, the Parties will continue to carry out their respective obligations in accordance with this Agreement.

12 GENERAL

12.1 This Agreement and any documents to be entered into pursuant to this Agreement constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

- 12.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this Clause will limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 12.3 No variation or waiver of this Agreement or any part of it will be effective unless made in writing, signed by or on behalf of all the Parties and expressed to be such a variation or waiver.
- 12.4 This Agreement and the documents referred to in it are made for the benefit of the Parties and their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else. The rights and obligations of the Parties under this Agreement will continue for the benefit of and will be binding on their respective successors in title and permitted assigns.
- 12.5 Every Party will pay its own costs and expenses in relation to the negotiation, preparation, execution and performance of this Agreement and the Transaction contemplated by this Agreement.
- 12.6 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it preclude or restrict any further exercise of that or any other right or remedy.
- 12.7 No single or partial exercise of any right or remedy provided under this Agreement or by law will preclude or restrict the further exercise of that or any other right or remedy.
- 12.8 A Party that waives a right or remedy provided under this Agreement or by law in relation to another Party, or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.
- 12.9 Except as otherwise provided in this Agreement, no Party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it. The rights, benefits and obligations of the Parties under this Agreement may not be assigned, transferred, charged, or otherwise disposed of in whole or in part (nor will any Party enter into any commitment or agreement to do any of the above) without the prior written consent of the other Parties (to be given at the other Parties' absolute discretion).
- 12.10 No person other than a Party to this Agreement will have any rights to enforce any term of this Agreement whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.

- 12.11 At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.
- 12.12 Each right or remedy of a Party under this Agreement is without prejudice to any other right or remedy of that Party under this Agreement or at law.
- 12.13 Nothing in this Agreement will affect any common law duty of any Party to mitigate its loss and if, in relation to any claim, no such common law duty will apply, such Party nevertheless will act as if such duty did apply.
- 12.14 If any provision of this Agreement is or becomes, or is declared by any competent court or body to be, illegal, invalid or unenforceable, this will not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.
- 12.15 This Agreement may be executed in any number of counterparts, each of which when executed will constitute an original of this Agreement, but all the counterparts will together constitute the same Agreement.
- 12.16 This Agreement will be governed by the laws of England and the courts of England will have exclusive jurisdiction.

13 NOTICES

- 13.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party at the address specified in this Agreement or such other address as that Party may have specified to the other Parties in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or e-mail.
- 13.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 13.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by e-mail, one Business Day after transmission.
- 13.3 The provisions of this Clause 13 shall not apply to the service of any proceedings or other documents in any legal action.

The Parties have executed this Agreement as set out below on the date stated at the beginning of it in witness of each Party's intention to be legally bound by the terms of this Agreement.

SIGNED by)

for and on behalf of)

WARRINGTON AND HALTON TEACHING HOSPITALS NHS FOUNDATION TRUST

SIGNED by)

for and on behalf of)

BRIDGEWATER COMMUNITY HEALTHCARE NHS FOUNDATION TRUST

SCHEDULE 1
GLOSSARY AND INTERPRETATION

1. The words, expressions and acronyms set out in the first column of the table below shall have the meanings set out in the second column:

Agreement	this Agreement including all schedules to it
Business Case	the business case submitted to NHS England by the Trusts
Business Day	a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business
CEDR	Centre for Effective Dispute Resolution
CNST	Clinical Negligence Scheme for Trusts
Completion	completion of this Agreement by virtue of the Transaction being effected in accordance with the provisions of Clause 6
Completion Date	00:01 hours on the date on which the Grant of Acquisition takes effect

Confidential Information	<p>information (however recorded, preserved or disclosed) that is directly or indirectly disclosed, whether before or after the date of this Agreement, by a Party or its representatives to the other Parties and / or those Parties' representatives as part of or ancillary to the Transaction; including but not limited to:</p> <ul style="list-style-type: none">(a) information relating to the nature, content or substance of any discussions and / or negotiations taking place concerning the Transaction;(b) information contained in any version of a business case of any Party;(c) information contained in any documents entered into as part of the Transaction;(d) any other information that the Parties agree in writing is confidential;(e) any information that would be regarded as confidential by a reasonable business person relating to:<ul style="list-style-type: none">a. the business affairs, patents, customers, clients, suppliers, plans, intentions, or market opportunities of the Party disclosing the information; orb. the operations, processes, product information, know-how, designs, trade secrets or software of the Party disclosing the information;(f) any information or analysis derived from Confidential Information;(g) any information developed by the Parties in the course of the Transaction.
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	<p>But Confidential Information does not include any information if:</p> <ul style="list-style-type: none">(h) the information is, or subsequently becomes, public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement or of any other undertaking of confidentiality addressed to the Party to whom the information relates (except that any compilation of otherwise public information in a form not publicly known will nevertheless be treated as Confidential Information); or(i) a Party can establish, to the reasonable satisfaction of the other Parties, that it found out the information or the information was, is or becomes available to a Party from a source not connected with the other Parties and that such source is not under any obligation of confidence in respect of that information (but for the avoidance of doubt, information that was provided prior to the date of this Agreement but which is covered by (a) above shall be treated as information that was provided under an obligation of confidence);(j) a Party can establish, to the reasonable satisfaction of the other Parties, that the information was known to the Party or lawfully in the possession of the Party before the date of this Agreement and that it was not under any obligation of confidence in respect of that information;
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	(k) the Parties agree in writing that it is not confidential or may be disclosed; or (l) a Party can establish, to the reasonable satisfaction of the other Parties, that it developed the information independently of the Confidential Information.
CQC	the Care Quality Commission
Employee Emoluments	all employment related outgoings including salaries, wages, bonus or commission, holiday pay, expenses; Pay Supplements, national insurance and pension contributions and any liability to taxation
Employee Liability Information	such information as is referred to as “employee liability information” in Regulation 11 of the TUPE Regulations
FOIA	the Freedom of Information Act 2000
Grant of Acquisition	the grant of the application by NHS England under section 56A(4) of the NHSA, subject to Secretary of State approval for WHFT to acquire BCHFT
ICB	NHS Cheshire and Merseyside Integrated Care Board
Longstop Date	has the meaning given in Clause 3.4 of this Agreement
Model Mediation Procedure	the Model Mediation Procedure of the CEDR as amended and updated from time to time
NHSA	the National Health Service Act 2006
NHSE	NHS England established under the NHSA
NHS England Oversight Framework	NHS England’s Oversight Framework 2025/26 as annually updated

NHSE Standard Services Contract	NHSE's Standard Services Contract for commissioning of NHS funded healthcare services (as updated or amended from time to time)
NHS Resolution	the operating name for the National Health Service Litigation Authority
Pay Supplements	any payments supplemental to basic salary including but not limited to Agenda for Change on-call payments, waiting list payments and retention and recruitment premia
Pre-Completion Period	the period from the date of this Agreement until Completion
Proposed Completion Date	1 April 2026
PTIP	post transaction integration plan
Relevant Transfer	a transfer pursuant to and governed by the TUPE Regulations
Transaction	the transfer of the Transferring Services, Transferring Property and Liabilities, Transferring Employees to WHFT in accordance with the terms of this Agreement
Transaction Board	the joint project board established to oversee the Transaction, known as the Better Care Together Programme Board
Transactions Guidance	NHS England guidance " <i>Assuring and supporting complex change Statutory transactions, including mergers and acquisitions (October 2022)</i> " and " <i>Assuring and supporting complex change Statutory transactions, including mergers and acquisitions Appendices (October 2022)</i> "

Transferring Property and Liabilities	all of BCHFT's property and liabilities (including criminal liabilities)
Transferring Employees	all employees of BCHFT, whose employment is expected to transfer under the TUPE Regulations on the Completion Date in accordance with this Agreement
Transferring Services	all of BCHFT's services commissioned by the Commissioners and any other commissioners as at Completion
Trusts	WHFT and BCHFT
TUPE Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006

2. References to any statute, statutory instrument, regulations, directions or guidance are references to those as from time to time amended, replaced, extended or consolidated and includes any subordinate legislation for the time being in force made under it except to the extent that any amendment or modification made after the date of this Agreement would increase any liability or impose any additional obligation under this Agreement.
3. References to a particular organisation will be deemed to include a reference to any assign(s) of or successor(s) to such organisation or any organisation which has taken over any or all of either or both of the functions or responsibilities of that organisation.

References to other persons will include their successors and permitted transferees and assigns.

4. Clause and Schedule headings will not affect the interpretation of this Agreement.
5. References to Clauses and Schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.
6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
7. Words in the singular will include the plural and vice versa; words denoting the masculine gender include the feminine gender; words denoting persons include bodies corporate and unincorporated associations and partnerships.
8. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
9. Except to the extent that the context otherwise requires in this Agreement, any reference to any other agreement or document is a reference to the relevant agreement or document, as the case may be, as from time to time amended, supplemented, novated or replaced as permitted and includes a reference to any document which so amends, supplements, novates, replaces or is entered into, made or given or pursuant to, or in accordance with, any of the terms of, as the case may be, the relevant agreement or document.
10. The Parties acknowledge and agree that, save to the extent otherwise stated in this Agreement, in the event there is any inconsistency between the Grant of Acquisition and this Agreement, the terms set out in the Grant of Acquisition will have precedence.

SCHEDULE 2

CO-OPERATION DURING PRE-COMPLETION PERIOD

In recognition of the commitment of both Trusts to the Transaction, both Trusts have agreed to the following restrictions in carrying out the management of its own organisation from the date of the Agreement. For the avoidance of doubt any asset disposal plans/capital plans that have already been agreed by each Trust Board will proceed without further need for consultation:

BCHFT restrictions

- 1 Until the Transaction is completed BCHFT will not:
 - 1.1 Acquire any unplanned asset or make any unplanned disposal of any asset listed on its Asset Register, above a value of £250,000;
 - 1.2 Commit, plan to, or spend, any capital money in excess of £250,000;
 - 1.3 Enter into, materially alter or terminate any contract for the provision of services by either Trust, above an annual value of £1,000,000; or
 - 1.4 Enter into, materially alter or terminate any contract for the provision of goods and services (excluding items funded from Capital resources) to either Trust where:
 - 1.4.1 The annual value of the contract is above £1,000,000; or
 - 1.4.2 The cumulative value of the unexpired portion of the contract is above £1,000,000,without the formal notification and consultation with the other Trust.
- 2 Until the Transaction is completed BCHFT will keep WHFT informed of any matters that materially affect the delivery of any services that they are commissioned to deliver or rely on to deliver its own services.
- 3 Until the Transaction is completed BCHFT will not appoint or engage any member of staff to a substantive post without prior consultation with WHFT to ensure that no additional redundancy risk is created or to confirm that no other joint working can remove the need for recruitment. Any fixed term offer of employment should be mindful of the Planned Completion Date of the Transaction and the impact of any potential TUPE or redundancy claim. A substantive post in this context is any non-clinical post, any post graded at Agenda for Change Band 8c and above, any permanent medical post and includes all VSM posts.

WHFT restrictions

- 1 Until the Transaction is completed WHFT will notify BCHFT as soon as reasonably practicable of any material changes to WHFT which may or may not have a direct impact on the proposed Transaction, which includes but is not limited to changes to WHFT's strategy, board, senior management, financial performance or quality metrics.

