

SCHEDULE 9

Liaison Procedure

This is Schedule 9 comprising the Liaison Procedure referred to in the Project Agreement for the provision of waste services to Cumbria

between

CUMBRIA COUNTY COUNCIL

and

SHANKS CUMBRIA LIMITED



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SCHEDULE 9 - LIAISON PROCEDURE

1. PROJECT LIAISON GROUP

- 1.1 The Authority and the Contractor shall establish and maintain throughout the Contract Period a project liaison group (the "Project Liaison Group"), consisting of one (1) member from the Authority, one (1) member from the Contractor, a chairman (the "Chairman") appointed in accordance with paragraph 8 of this Schedule, and, where a majority of the Project Liaison Group so determines, additional members being properly qualified to participate in discussions relating to any particular matter, these members having no voting rights, which shall have the functions described below.
- 1.2 The Contractor and the Authority agree that for the duration of the Works the Contractor shall procure the attendance of the Building Contractor during such parts of meetings of the Project Liaison Group as the Parties shall agree. The Contractor and the Authority agree that the Contractor shall procure the attendance of the Operational Contractor during such parts of meetings of the Project Liaison Group as the Parties shall agree.

2. FUNCTIONS

The functions of the Project Liaison Group shall be:-

- 2.1 to provide a means for the joint review of all aspects of the performance of this Agreement;
- 2.2 to provide a forum for joint strategic discussion and consideration of all aspects with regard to this Agreement including ensuring dissemination of information and consideration of the views of all the stakeholders connected with the Project; and
- 2.3 consideration of issues relating to:-
 - 2.3.1 Necessary Consents;
 - 2.3.2 the Contractor's Works Proposals;
 - 2.3.3 the Construction Programme;
 - 2.3.4 provision of the Services, including transition between the phases;
 - 2.3.5 Authority Changes; and
 - 2.3.6 any other matters with regard to the Agreement as the Parties may agree.

3. ROLE

The role of the Project Liaison Group is to make recommendations to the Authority and to the Contractor, which the Authority and the Contractor may accept or reject at their complete discretion. Neither the Project Liaison Group itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Agreement or to make any decision binding on the Parties. The Authority and the Contractor shall not rely on any act or omission of the Project Liaison Group, or any members of the Project Liaison Group acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority or of the Contractor under this Agreement. No discussion, review or recommendation by the Project Liaison Group shall relieve the Authority or the Contractor of any liability or vary any such liability or any right or benefit. For the avoidance of doubt,

meetings of the Project Liaison Group shall be held in addition to and not instead of meetings of the Parties held in connection with the Monthly Monitoring Report.

4. **REPRESENTATIVES**

4.1 The Authority and the Contractor may appoint their representatives on the Project Liaison Group and remove those representatives and appoint replacements, by written notice delivered to the other at any time. A representative on the Project Liaison Group may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Parties' representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

4.2 Each Party will have the right to make reasonable objections to the other Party's proposed members or the Chairman but not so as to frustrate the rotation of the chairmanship.

4.3 Should the Authority and the Contractor agree that the best interests of the Project would be served by the removal of one or more members of the Project Liaison Group, they may so direct in writing and the Authority or the Contractor, as the case may be, will put forward to the Authority and Contractor the name of a substitute member of the Project Liaison Group. The relevant person shall with the consent of the other Party, such consent not to be unreasonably withheld or delayed, become a member of the Project Liaison Group as from the date of its next meeting.

5. **PRACTICES AND PROCEDURES**

Subject to the provisions of this Schedule, the members of the Project Liaison Group may adopt such procedures and practices for the conduct of the activities of the Project Liaison Group as they consider appropriate, from time to time, provided that the quorum for a meeting of the Project Liaison Group shall be three (3) (with at least one (1) member of the Authority and one (1) member of the Contractor present and a Chairman).

6. **RECOMMENDATIONS**

Recommendations and other decisions of the Project Liaison Group must have the affirmative vote of all those voting on the matter, which must include not less than one (1) representative of the Authority and not less than one (1) representative of the Contractor.

7. **VOTING**

Each member of the Project Liaison Group shall have one (1) vote.

8. **CHAIRMAN**

The Chairman of the Project Liaison Group shall be nominated by the Authority and by the Contractor alternately every six (6) months during the Contract Period (commencing with the Authority). The Chairman shall be in addition to each Party's representatives on the Project Liaison Group. The Chairman shall not have a vote.

9. **FREQUENCY OF MEETINGS**

The Project Liaison Group shall meet at least once every month during the Works Period and thereafter at least once every quarter.

10. **CONVENING OF MEETINGS**

Any member of the Project Liaison Group may convene a meeting of the Project Liaison Group at any time.

11. **NOTICES OF MEETINGS**

Not less than ten (10) Working Days notice (identifying the agenda items to be discussed at the meeting) shall be given to convene a meeting of the Project Liaison Group, except that in emergencies, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

12. **ATTENDANCE AT MEETINGS**

Meetings of the Project Liaison Group should normally involve the attendance (in person or by alternative) of representatives at the meeting. Where the representatives of the Project Liaison Group consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Authority and one (1) representative of the Contractor) meetings may also be held by telephone or another form of telecommunication by which each participant can hear and speak to all other participants at the same time.

13. **MINUTES**

Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the Project Liaison Group shall be kept by the Contractor and copies circulated promptly to the Authority and the Contractor, normally within ten (10) Working Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Contractor and shall be open to inspection by the Authority or the Contractor at any time, upon request.