

SCHEDULE 34 – LIAISON PROCEDURE

1 LIAISON PROCEDURE

- 1.1 The Councils and the Contractor shall establish and maintain throughout the Contract Period a joint liaison committee (the "**Liaison Committee**"), consisting of three (3) representatives from the Councils, three (3) representatives from the Contractor, a chairman appointed in accordance with paragraph 8 (the "**Chairman**"), and, where a majority of the Liaison Committee so determines, additional representatives 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 Councils agree that for the duration of the Works the Contractor shall procure the attendance of the Construction Sub-Contractor during such parts of meetings of the Liaison Committee as the Parties shall agree. The Contractor and the Councils agree that during the Service Period the Contractor shall procure the attendance of the Operating Sub-Contractor during such parts of meetings of the Liaison Committee as the Parties shall agree.
- 1.3 Should the Councils and the Contractor agree that the best interests of the Project would be served by the removal of one (1) or more members of the Liaison Committee, they may so direct in writing and the Councils or the Contractor, as the case may be, will put forward to the Councils and Contractor the name of a substitute member of the Liaison Committee.
- 1.4 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 Liaison Committee as from the date of its next meeting.

2 FUNCTIONS

- 2.1 The functions of the Liaison Committee shall be:
- 2.1.1 to provide a means for the joint review of all aspects of the performance of this Contract;
 - 2.1.2 to provide a forum for joint strategic discussion and consideration of all aspects with regard to this Contract; and
 - 2.1.3 consideration of issues relating to:

- (a) Necessary Consents, Planning Applications and Environmental Permits;
- (b) provision of the Services, including transition between the phases; and
- (c) Councils' Changes.

3 ROLE

The role of the Liaison Committee is to make recommendations to the Councils and to the Contractor, which the Councils and the Contractor may accept or reject at their complete discretion. Neither the Liaison Committee itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Contract or to make any decision binding on the Parties. The Councils and the Contractor shall not rely on any act or omission of the Liaison Committee, or any members of the Liaison Committee 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 Councils or of the Contractor under this Contract. No discussion, review or recommendation by the Liaison Committee shall relieve the Councils or the Contractor of any liability or vary any such liability or any right or benefit.

4 REPRESENTATIVES

The Councils and the Contractor may appoint their representatives on the Liaison Committee and remove those representatives and appoint replacements, by written notice delivered to the other Party at any time. A representative on the Liaison Committee 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 Party's 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.

5 PRACTICES AND PROCEDURES

Subject to the provisions of this Schedule 34, the members of the Liaison Committee may adopt such procedures and practices for the conduct of the activities of the Liaison Committee as they consider appropriate, from time to time, provided that the quorum for a meeting of the Liaison Committee shall be four (4) (with at least two (2) members of the Councils and two (2) members of the Contractor present).

6 RECOMMENDATIONS

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

7 VOTING

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

8 CHAIRMAN

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

9 MEETINGS

9.1 The Liaison Committee shall meet at least once every Month during the Works Period and thereafter at least once every quarter.

9.2 Any member of the Liaison Committee may convene a meeting of the Liaison Committee at any time.

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

9.4 Meetings of the Liaison Committee should normally involve the attendance (in person or by alternative) of representatives at the meeting. Where the representatives of the Liaison Committee consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Councils 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.

9.5 Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the Liaison Committee shall be kept by the

Contractor and copies circulated promptly to the Councils and the Contractor, normally within ten (10) Business 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 Councils and the Contractor at any time, upon request.