

LIAISON PROCEDURE

1. PROJECT LIAISON GROUP

1.1 The Project Liaison Group shall consist of:

- (a) the Contractor's Representative; and
- (b) the Authority's Representative.

1.2 The Authority may, where it considers it appropriate to do so, invite:

- (a) representatives from the WCA (nominated by the Authority); and
- (b) no more than three community representatives (nominated by the Authority),

to attend meetings of the Project Liaison Group. Such representatives may attend such meetings and participate in any relevant discussions but shall not have a vote.

1.3 Where a majority of the Project Liaison Group so determines, other guests being properly qualified to participate in discussions relating to any particular matter, may be invited to attend, such persons having no voting rights.

1.4 The Contractor and the Authority agree that for the duration of each Works Period the Contractor shall procure the attendance of a representative of the relevant Construction Subcontractor during such parts of meetings of the Project Liaison Group as the Parties shall agree. Such representative shall not have a vote.

1.5 The Contractor and the Authority agree that following the Service Commencement Date the Contractor shall procure the attendance of a representative of the Operating Subcontractor during such parts of meetings of the Project Liaison Group as the Parties shall agree. Such representative shall not have a vote.

1.6 Each Party will have the right to make reasonable objections to the other Party's proposed members.

1.7 The relevant person shall with the consent of the other Party become a member of the Project Liaison Group as from the date of its next meeting.

2. FUNCTIONS

2.1 The functions of the Project Liaison Group shall be:

- (a) to provide a means for the joint review of all aspects of the performance of this Contract;

- (b) to provide a forum for joint strategic discussion and consideration of all aspects with regard to this Contract including ensuring dissemination of information and consideration of the views of all the stakeholders connected with the Project; and
- (c) consideration of issues relating to:
 - (i) Necessary Consents;
 - (ii) the Works Timetable;
 - (iii) provision of the Works;
 - (iv) provision of the Services, including transition between phases;
 - (v) Authority Changes; and
 - (vi) any other matters with regard to the Project which the Parties 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 Contract 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 Contract. 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.

4. **REPRESENTATIVES**

Each of the Authority and the Contractor may appoint its representative to the Project Liaison Group and remove its representative and appoint a replacement, 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.

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 two (with at least the Authority's Representative and the Contractor's Representative present).

6. RECOMMENDATIONS

Recommendations and other decisions of the Project Liaison Group must have the affirmative vote of the Authority's Representative and the Contractor's Representative.

7. VOTING

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

8. CHAIRMAN

The Chairman of the Project Liaison Group shall be the Authority's Representative and the Contractor's Representative alternately every six months during the Contract Period (commencing with the Authority's Representative).

9. FREQUENCY OF MEETINGS

The Project Liaison Group shall meet at least once every month during each Works Period and at all other times 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) Business 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 a unanimous affirmative vote), 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) 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 Authority or the Contractor at any time, upon request.