

**SCHEDULE 1**

**LIAISON PROCEDURE**

**1. SCHOOL LIAISON GROUP**

- 1.1 The Authority and the Governing Body shall establish and maintain throughout the Contract Period a liaison group (the “School Liaison Group”), consisting of three representatives appointed by the Authority, three representatives appointed by the School, and, where a majority of the School 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 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.

**2. FUNCTIONS**

The functions of the School Liaison Group shall be:

- 2.1 to provide a means for the joint review where appropriate of all aspects of the performance of this Agreement; and
- 2.2 to provide a forum for joint strategic discussion and consideration of all aspects with regard to this Agreement including, where appropriate, if it is agreed by the School Liaison Group meetings with the Contractor 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 provision of the Services, including transition between the phases and detailed decant arrangements;
  - 2.3.2 Authority Changes; and
  - 2.3.3 the Governors’ Contribution.

3. **ROLE**

The role of the School Liaison Group is to make recommendations to the Authority and to the Governing Body, which the Authority and the Governing Body may accept or reject at their complete discretion. Neither the School 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 Governing Body shall not rely on any act or omission of the School Liaison Group, or any members of the School 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 Governing Body under this Agreement. No discussion, review or recommendation by the School Liaison Group shall relieve the Authority or the Governing Body of any liability or vary any such liability or any right or benefit.

4. **REPRESENTATIVES**

The Authority and the Governing Body may appoint their representatives on the School Liaison Group and remove those representatives and appoint replacements, by written notice delivered to the other at any time. Substitutes will be acceptable provided they are notified to the Chairman in advance of the meeting, and will have the same rights and powers as the representative.

5. **PRACTICES AND PROCEDURES**

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

6. **RECOMMENDATIONS**

Recommendations and other decisions of the School Liaison Group must have the vote of a majority of those voting on the matter.

7. **VOTING**

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

8. **CHAIRMAN**

The chairman of the School Liaison Group (“the Chairman”) shall be nominated by the Authority and by the Governing Body alternately every six months during the Contract Period from the members of the School Liaison Group (commencing with the Authority). In the event of an equality of votes, the Chairman shall not have a casting vote.

9. **FREQUENCY OF MEETINGS**

The School Liaison Group shall meet at least once every term during the Works Period and thereafter at such intervals as the School Liaison Group shall determine.

10. **CONVENING OF MEETINGS**

The Chairman of the School Liaison Group may convene a meeting at any time, or a meeting may be convened upon three members of the School Liaison Group notifying the Chairman that a meeting should be held.

11. **NOTICES OF MEETINGS**

Not less than ten Working Days notice (identifying the agenda items to be discussed at the meeting) shall be given to convene a meeting of the School 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 School Liaison Group should normally involve the attendance (in person or by alternative) of representatives at the meeting. Where the representatives of the School Liaison Group consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one representative of the Authority and one representative of the Governing Body) 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 School Liaison Group shall be kept by the Authority and copies circulated promptly to the Governing Body,

normally within ten Working Days of the making of the decision or the holding of the meeting.