

**THIS IS SCHEDULE 9 REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN
TIE AND THE INFRACO**

SCHEDULE 9

DISPUTE RESOLUTION PROCEDURE

1. The Parties agree that this Schedule 9 (*Dispute Resolution Procedure*) shall have effect for the resolution of any Dispute.
2. Any Dispute shall, in the first instance, be referred to the Internal Resolution Procedure in accordance with paragraph 10.
3. Neither Party shall commence any court proceedings until the procedures in paragraphs 10 to 54 have been completed, under exception that the provisions of this Schedule 9 (*Dispute Resolution Procedure*) shall not apply so as to prevent either Party seeking an interim order, or interim relief, in the Scottish courts.
4. In the event that any court proceedings whatsoever are initiated by either Party against the other, the Parties agree that the Court of Session, Scotland, shall have exclusive jurisdiction.
5. Neither Party shall be entitled to suspend the performance of its undisputed obligations under this Agreement merely by reason of the reference of any Dispute to the Dispute Resolution Procedure contained in this Schedule 9 (*Dispute Resolution Procedure*).
6. Subject to tie's discretionary rights set out in paragraphs 55 to paragraph 57.2 to require that a Dispute and a Related Dispute (as defined in paragraph 55) be dealt with together at an appropriate stage of the Dispute Resolution Procedure, the provisions of this Schedule 9 (*Dispute Resolution Procedure*) are mandatory and binding upon the Parties.
7. Unless a Party refers a Dispute to the Dispute Resolution Procedure contained in this Schedule 9 (*Dispute Resolution Procedure*) within three months of the date on which the event, matter or situation giving rise to the Dispute first occurred, such Party shall be deemed to have irrevocably waived any right to refer such Dispute to the Dispute Resolution Procedure, under exception that if such Party was not aware, and could not with reasonable diligence have been aware, that such event, matter or situation had occurred, this paragraph 7 shall have effect as if for the reference herein to the date on which such event, matter or situation occurred, there was substituted a reference to the date when such Party first became, or could with reasonable diligence have become, aware that such event, matter or situation

had occurred. This paragraph 7 is without prejudice to the right of either Party to raise in defence to any Dispute any defence (including, without prejudice to the foregoing generality, any defence of retention, compensation or set-off) which would otherwise be available to it.

8. Except in relation to the matters provided for in paragraphs 15 to 54 and subject to the provisions of paragraph 9, in the event that either Party following the timeous referral of any Dispute in accordance with paragraph 7 then pursues such Dispute under the Dispute Resolution Procedure, and in the event that such Party fails to observe any time limit or timescale provided for in this Schedule 9 (*Dispute Resolution Procedure*) in relation to the pursuit or progression of such Dispute, such Party shall, immediately upon such failure occurring, be deemed to have irrevocably waived any right to pursue or progress such Dispute any further. In that event, such Party shall be deemed to have elected not to have referred such Dispute or to have withdrawn such Dispute from the Dispute Resolution Procedure and shall be deemed to have irrevocably waived any right to refer any Dispute arising from the same or substantially the same Dispute or similar circumstances to the Dispute Resolution Procedure and shall be liable for payment of the whole fees incurred by any mediator or adjudicator who has acted in respect of such Dispute. This paragraph 8 is without prejudice to the rights of either Party to raise in defence to any Dispute any defence (including, without prejudice to the foregoing generality, any defence of retention, compensation or set-off) which would otherwise be available to it.
9. Notwithstanding the provisions of paragraph 8, in the event that a Party who pursues any Dispute under the Dispute Resolution Procedure fails to observe any time limit or timescale provided for in this Schedule 9 (*Dispute Resolution Procedure*) in relation to the pursuit or progression of the Dispute, the other Party may elect to waive such failure, in which event the time limit or timescale to which such failure relates shall be extended at the discretion of such other Party and the Dispute shall progress in accordance with the Dispute Resolution Procedure, subject that all other time limits and timescales provided for in this Schedule 9 (*Dispute Resolution Procedure*) which are affected by such extension shall be deemed to have been extended to give effect to such extension of the time limit or timescale to which such failure relates.

Internal Resolution Procedure

10. The following procedure is the Internal Resolution Procedure referred to in paragraph 2:

- 10.1 In the event of any Dispute arising, the Infraco's Representative and tie's Representative shall seek to resolve the Dispute at a meeting to be convened within three Business Days of written notification by either Party to the other that it wishes to initiate the Internal Resolution Procedure in respect of that Dispute ("Notification"). Such Notification shall be given in accordance with the provisions of Clause 119 (*Notices*) of this Agreement.
- 10.2 Further meetings may follow the meeting referred to in paragraph 10.1, but in any event, if the Dispute is not resolved within seven Business Days of Notification, each Party shall, before the expiry of the period of ten Business Days from Notification, serve, in accordance with the provisions of Clause 119 (*Notices*) of this Agreement, a written position paper ("Position Paper") upon the other Party. Each Party's Position Paper shall state in reasonable detail that Party's position and required objectives in relation to the Dispute; any required redress, and, where possible, any comments on the other Party's position.
- 10.3 Upon such service of a Position Paper by the Party initiating or pursuing the Dispute, the Chief Executive (or equivalent) of the Infraco and the Chief Executive (or equivalent) of tie (or their respective deputies in the event of their unavailability) shall seek to resolve the Dispute by meeting in good faith to discuss and negotiate upon the Dispute without recourse to legal or other proceedings.
- 10.4 In the event that resolution of the Dispute is achieved by the Chief Executive (or equivalent) of the Infraco and the Chief Executive (or equivalent) of tie, the resolution shall be reduced to writing and, once it is signed by the duly authorised representatives of both Parties, shall be binding on the Parties.
- 10.5 Unless concluded by a written legally binding agreement, all discussions and negotiations connected with the Dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any future legal or other proceedings. Nor may such matters be produced or relied upon in evidence in any such proceedings.
11. In the event that any Dispute is not resolved by the Internal Resolution Procedure within a period of thirty Business Days from Notification (or longer if so agreed by the Parties) then the following provisions of this paragraph 11 shall apply;
- 11.1 The Chief Executive (or equivalent) of the Infraco and the Chief Executive (or equivalent) of tie (or their respective deputies in the event of their unavailability)

shall, within a further period of five Business Days, seek to agree that the Dispute shall be resolved by any one of the following procedures:

- 11.1.1 mediation in accordance with paragraphs 12 to 14; or
- 11.1.2 adjudication in accordance with paragraphs 15 to 54, in which event the Referring Party must give its Notice of Adjudication to the other Party within five Business Days of the date of expiry of the period of thirty five Business Days from Notification (or longer if so agreed by the Parties); or
- 11.1.3 litigation before the Court of Session, Scotland, in which event the Summons or Petition in any such litigation shall be signetted and served within ten Business Days of the date of expiry of the period of thirty-five Business Days from Notification (or longer if so agreed by the Parties).

In the event that the Chief Executive (or equivalent) of the Infracore and the Chief Executive (or equivalent) of **tie** (or their respective deputies in the event of their unavailability) are unable to agree that the Dispute be resolved by the procedures described in paragraphs 11.1.1, 11.1.2 or 11.1.3, the Party initiating or pursuing the Dispute shall refer the Dispute to mediation (and thereafter adjudication, if necessary) in accordance with paragraphs 12 to 14.

Mediation

12. The Parties shall attempt in good faith to resolve the Dispute by a procedure of mediation in accordance with the Centre for Effective Dispute Resolution mediation rules or Model Mediation Procedure in force at the commencement of the mediation, (or in the event that the Centre for Effective Dispute Resolution has ceased to exist as at the time of the commencement of the mediation, mediation rules or a model mediation procedure offered by any other body offering commercial mediation services which shall be selected by **tie**), which procedure shall be commenced within five Business Days of the date of expiry of the period of thirty-five Business Days from Notification (or longer if so agreed by the Parties). In the event that any provision of such mediation rules or model mediation procedure conflicts with any provision of this Schedule 9 (*Dispute Resolution Procedure*), the provisions of this Schedule 9 (*Dispute Resolution Procedure*) shall take precedence. In the event that any timescales contained in such mediation rules or model mediation procedure conflicts with the timescales referred to in this Schedule 9 (*Dispute Resolution Procedure*), the timescales contained in such mediation rules or model mediation procedure shall be amended

accordingly such that the timescales referred to in this Schedule 9 (*Dispute Resolution Procedure*) shall be adhered to.

13. In the event that resolution of the Dispute is achieved in consequence of such mediation procedure, such resolution shall be reduced to writing and, once it is signed by the duly authorised representatives of both Parties, shall be binding on the Parties. Unless concluded by a written legally binding agreement, all discussions and negotiations connected with the mediation procedure referred to in paragraph 12 shall be conducted in confidence and without prejudice to the rights of the Parties in any future legal or other proceedings. Nor may such matters be produced or relied upon in evidence in any such proceedings.
14. If any Dispute to which this Schedule 9 (*Dispute Resolution Procedure*) relates is not resolved by the mediation procedure referred to in paragraphs 12 and 13 within a period of 55 Business Days from Notification (or longer if so agreed by the Parties), the mediation procedure shall be terminated and, unless the Party initiating or pursuing the Dispute withdraws the Dispute, the Dispute shall within a further five Business Days, be referred to adjudication in accordance with paragraphs 15 to 54.

Adjudication

15. In the event that either Party refers a Dispute to adjudication in terms of paragraph 11.1.2 or 14, or exercises a statutory right available to it under the Housing Grants Construction and Regeneration Act 1996 to raise adjudication proceedings, such adjudication shall be conducted in accordance with paragraphs 15 to 54, wherein any reference to "days" is a reference to calendar days.

Notice of intention to seek adjudication

16. Either Party may give written notice (the "**Notice of Adjudication**") of its intention to refer the Dispute to adjudication and the Party giving such notice shall be the "**Referring Party**".
17. The Notice of Adjudication shall be given to the other Party and the Party receiving the Notice of Adjudication shall be the "**Responding Party**".
18. The Notice of Adjudication shall set out briefly:
 - 18.1 the nature and a brief description of the Dispute and of the parties involved;
 - 18.2 details of where and when the Dispute has arisen;

- 18.3 the nature of the redress which is sought; and
- 18.4 the names and addresses of the Parties (including the addresses which the Parties have specified for the giving of notices).
19. The adjudicator selected to consider the Dispute shall be selected from one of the panels ("**Panels**") appointed by the Parties in accordance with the following:
- 19.1 there shall be three Panels, one in respect of legal matters, ("**Legal Panel**") one in respect of construction and operational matters ("**Construction/Operational Panel**"), and one in respect of financial matters ("**Financial Panel**").
- 19.2 each Panel shall be comprised of at least four members, who are listed in Schedule 10 (*Panels for the Dispute Resolution Procedure*) to the Agreement.
- 19.3 if any member of a Panel resigns or dies or becomes incapax or ill to the extent of being unable to reasonably discharge his duties as a member of the Panel, a replacement shall be appointed by the Parties as soon as practicable. Any such replacement shall be wholly independent of **tie**, any **tie** Party, TEL, Transport Scotland, the Infraco, any Infraco Party, CEC or any Relevant Authority, any Approval Body, the Tram Supplier, the Tram Maintainer, the MUDFA Contractor or any equipment supplier or any party associated with the Edinburgh Tram Network, and any successor to or subsidiary or parent of any of the aforementioned parties. If the Parties are unable to agree on the identity of such replacement(s), the President or Vice President for the time being of The Chartered Institute of Arbitrators (Scottish Branch) or the Institution of Civil Engineers shall appoint such replacement(s) within thirty days of any application for such appointment by either Party.
20. The Referring Party shall at the same time as giving the Notice of Adjudication to the Responding Party, send to each of the members of the relevant Panel a copy of the Notice of Adjudication and a request that each member of the relevant Panel advises both Parties within three days as to whether or not he is able and willing to act. The Parties shall attempt to agree within two further days as to which one of the members of the relevant Panel who responded indicating that they are able and willing to act shall be requested to act as adjudicator. In the event that such agreement is reached, the Referring Party shall, within a further period of one day, request the member of the relevant Panel upon whom agreement has been reached to act as adjudicator. In the event that such agreement is not reached, the Responding Party shall, within a further period of two days, select one of the members of the relevant Panel who

responded indicating that they are able and willing to act and the Referring Party shall request that member to act as adjudicator.

21. If no member of the relevant Panel indicates that he is able and willing to act within three days of receiving a request to act as adjudicator, the Referring Party shall request the President or the Vice President for the time being of The Chartered Institute of Arbitrators (Scottish Branch) or the Institution of Civil Engineers to select a person to act as adjudicator.
22. Any person appointed, requested or selected to act as adjudicator in accordance with paragraphs 20, 21 and 24 shall be a natural person acting in his personal capacity. A person appointed, requested or selected to act as an adjudicator shall be wholly independent of **tie**, any **tie** Party, TEL, Transport Scotland, the Infraco, any Infraco Party, CEC or any Relevant Authority, any Approvals Body, the Tram Supplier, the Tram Maintainer, the MUDFA Contractor or any equipment supplier or any party associated with the Edinburgh Tram Network, and Infraco Parties and any successor to or subsidiary or parent of any of the aforementioned parties.
23. The requests referred to in paragraphs 20 and 21 shall be accompanied by a copy of the Notice of Adjudication.
24. The Chartered Institute of Arbitrators (Scottish Branch) or the Institution of Civil Engineers must communicate the selection of an adjudicator to the Referring Party within three days of receiving a request to do so.
25. If the Chartered Institute of Arbitrators (Scottish Branch) or the Institution of Civil Engineers fails to comply with paragraph 24, the Referring Party may:
 - 25.1 agree with the other Party to the Dispute to request a specified person to act as adjudicator; or
 - 25.2 request any other adjudicator nominating body to select a person to act as adjudicator. An "adjudicator nominating body" shall mean a body (not being a natural person and not being a Party to the Dispute) which holds itself out publicly as a body which will select an adjudicator when requested to do by a Referring Party.
26. The person requested to act as adjudicator in accordance with the provisions of paragraph 20 or 21 shall indicate whether or not he is willing to act within two days of receiving the request.

27. Where an adjudicator has been selected and appointed in accordance with paragraph 20 or 21 within seven days of the date of the Notice of Adjudication, then the Referring Party shall refer the Dispute in writing (the "**Referral**") to the adjudicator within that seven day period. Where an adjudicator has not been selected within and appointed within seven days of the Notice of Adjudication, then the Referral shall be made immediately upon such selection and appointment. Any failure on the part of the Referring Party to make the Referral within seven days of the date of the Notice of Adjudication shall not invalidate the decision of the adjudicator.
28. The Referral shall be accompanied by copies of, or relevant extracts from the Agreement and such other documents as the Referring Party intends to rely upon.
29. The Referring Party shall, at the same time as he sends to the adjudicator the documents referred to in paragraphs 27 and 28, send copies of those documents to the Responding Party.
30. The adjudicator may, with the consent of the parties to those Disputes, adjudicate at the same time on more than one Dispute under the Agreement.
31. The Parties may agree to extend the period within which the adjudicator may reach a decision in relation to all or any of these Disputes.
32. An adjudicator may resign at any time on giving notice in writing to the Parties.
33. An adjudicator must resign where the Dispute is the same or substantially the same as one which has previously been referred to adjudication, and a decision has been taken in that adjudication.
34. Where an adjudicator ceases to act under paragraph 32 or 33, or dies or becomes incapax or ill to the extent of being unable to reasonably discharge his duties:
 - 34.1 the Referring Party may serve a fresh notice in accordance with paragraphs 16 to 18 and shall in accordance with paragraphs 19 to 29 request an adjudicator to act; and
 - 34.2 if requested by the new adjudicator, the Parties shall supply him with copies of all documents which they had made available to the previous adjudicator.
35. The Parties to a Dispute may at any time agree to revoke the appointment of the adjudicator and in such circumstances the fees and expenses of that adjudicator shall, subject to paragraph 36, be determined and payable in accordance with paragraphs 52 and 53.

36. Where the revocation of the appointment of the adjudicator is due to the default or misconduct of the adjudicator, the Parties shall not be liable to pay the adjudicator's fees and expenses.

Powers of the Adjudicator

37. The adjudicator shall:
- 37.1 act impartially in carrying out his duties and shall do so in accordance with any relevant terms of the Agreement and shall reach his decision in accordance with Scots law; and
 - 37.2 avoid incurring unnecessary expense.
38. The adjudicator may take the initiative in ascertaining the facts and the law necessary to determine the Dispute, and shall decide on the procedure to be followed in the adjudication. In particular, he may:
- 38.1 request either Party to supply him with such documents as he may reasonably require including, if he so directs, any written statement from either Party supporting or supplementing the Referral and any other documents given under paragraphs 28 and 29;
 - 38.2 conduct the adjudication in the English language and decide whether a translation of any document is to be provided and, if so, by whom, by when, and at whose cost;
 - 38.3 meet and question either Party and their representatives;
 - 38.4 subject to obtaining any necessary consent from a third party or the Parties, make such site visits and inspections as he considers appropriate, whether accompanied by the Parties or not;
 - 38.5 subject to obtaining any necessary consent from a third party or the Parties, procure the carrying out of any tests or experiments, and make directions as to the conditions for and responsibility for the cost of the same;
 - 38.6 obtain and consider such representations and submissions as he requires, and, provided he has notified the Parties of his intention, appoint experts, assessors or legal advisers;

- 38.7 give directions as to the timetable for the adjudication, any deadlines, or limits as to the length of written documents or oral representations to be complied with; and
- 38.8 issue other directions relating to the conduct of the adjudication.
39. The Parties shall comply with any request or direction of the adjudicator in relation to the adjudication.
40. If, without showing sufficient cause, a Party fails to comply with any request, direction or timetable of the adjudicator made in accordance with his powers, fails to produce any document or written statement requested by the adjudicator, or in any other way fails to comply with a requirement under these provisions relating to the adjudication, the adjudicator may:
- 40.1 continue the adjudication in the absence of that Party or of the document or written statement requested;
- 40.2 draw such inferences from that failure to comply as may, in the adjudicator's opinion, be justified in the circumstances;
- 40.3 make a decision on the basis of the information before him, attaching such weight as he thinks fit to any evidence submitted to him outside any period he may have requested or directed;
- 40.4 disqualify any part or parts of that Party's submissions affected by the failure to comply; and
- 40.5 grant the other Party proper opportunity to consider and respond to any evidence or representation made late.
41. Subject to any agreement between the Parties to the contrary, either Party may be assisted by, or represented by, such advisers or representatives (whether legally qualified or not) as he considers appropriate.
42. The adjudicator shall consider any relevant information submitted to him by either Party and shall make available to them any information to be taken into account in reaching his decision.
43. The adjudicator and the Parties shall not disclose to any other person any information or document provided in connection with the adjudication which the Party supplying it has

indicated is to be treated as confidential, except to the extent that disclosure is required by law or is necessary for the purposes of, or in connection with, the adjudication, or the information is already in the public domain.

Adjudicator's Decision

44. Unless otherwise agreed in accordance with paragraph 56.1 or 57.1 the adjudicator shall reach his decision not later than:
 - 44.1 twenty eight days after the date of the Referral mentioned in paragraph 27;
 - 44.2 forty two days after the date of the Referral if the Referring Party so consents; or
 - 44.3 such period exceeding twenty eight days after the Referral as the Parties may, after the giving of that notice, agree.
45. Where the adjudicator fails, for any reason, to reach his decision in accordance with paragraph 44;
 - 45.1 either of the Parties to the Dispute may serve a fresh notice in accordance with paragraphs 16 to 18 and shall request an adjudicator to act in accordance with paragraphs 19 to 29; and
 - 45.2 if requested by the new adjudicator the Parties shall supply him with copies of all documents which they had made available to the previous adjudicator.
46. As soon as possible after he has reached a decision, the adjudicator shall deliver a copy of that decision to each of the Parties.
47. The adjudicator shall decide the matters in Dispute and may make a decision on different aspects of the Dispute at different times.
48. The adjudicator may take into account any other matters which the Parties agree should be within the scope of the adjudication or which are matters under the Agreement which he considers are necessarily connected with the Dispute and, in particular, he may
 - 48.1 open up, review and revise any decision taken or any notice certifying payment given by any person referred to in the Agreement, unless the Agreement states that the decision or notice certifying payment is final and conclusive;

48.2 decide that any of the Parties to the Dispute is liable to make a payment under the Agreement (whether in sterling or some other currency) and, subject to the terms of the Agreement, when that payment is due and the final date for payment;

49. The adjudicator shall provide written reasons for his decision.

Effect of the Decision

50. In his decision, the adjudicator may, if he thinks fit, order either or both of the Parties to comply peremptorily with his decision or any part of it. In the absence of any directions by the adjudicator relating to the time for performance of his decision, the Parties shall be required to comply with any decision of the adjudicator immediately on delivery of the decision to the Parties in accordance with paragraph 46.

51. The decision of the adjudicator shall be binding on the Parties, and they shall comply with it, until the Dispute is finally determined by legal proceedings or by agreement between the Parties.

52. The adjudicator shall be entitled to the payment of such reasonable amount as he may determine by way of fees and expenses incurred by him and the Parties shall be jointly and severally liable to pay that amount to the adjudicator.

53. Without prejudice to the right of the adjudicator to effect recovery from either Party in accordance with paragraph 52, the Parties shall each be liable to pay one-half share of the adjudicator's fees and expenses.

54. The adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith, and any employee or agent of the adjudicator shall be similarly protected from liability.

Related Disputes

55. Notwithstanding the terms of paragraphs 2, 3 and 6 to 9 above, in the event that a dispute or potential dispute under, or in connection with any contract associated with the Edinburgh Tram Network (referred to in this Schedule 9 (*Dispute Resolution Procedure*) as "**Related Contracts**")), has arisen or arises out of substantially the same issues of fact and/or law (as the case may be) as a Dispute under the Agreement (a "**Related Dispute**"), then providing that the Related Contract contains dispute resolution provisions in terms substantially the same as set out in this Schedule 9 (*Dispute Resolution Procedure*) (save for necessary

changes), **tie** may require and direct that the Dispute and the Related Dispute be dealt with together at an appropriate stage of the Dispute Resolution Procedure.

56. In the event that a Related Dispute has already been referred to the decision of an adjudicator in accordance with the provisions of the Related Contract, and **tie** is of the opinion that a Dispute is to be (but has not yet been) referred to adjudication under this Schedule 9 (*Dispute Resolution Procedure*), **tie** may refer the Dispute, or may by notice in writing to the Infraco require that the Dispute be referred (as the case may be) to the adjudicator appointed under the Related Contract to decide upon the Related Dispute, and:

56.1 the adjudicator shall, if practicable, hear the Dispute at the same time as the Related Dispute and shall request such extension of time for producing his decision or award as he may require in order to reach a decision in respect of each of the Dispute and the Related Dispute at the same time. The Parties shall agree to such request for an extension of time, except in the event that the Dispute or the Related Dispute relates to "construction operations" within the meaning ascribed to that term by the Housing Grants, Construction and Regeneration Act 1996 (if applicable) (unless otherwise agreed by the Parties, all parties to the Related Dispute and the adjudicator);

56.2 except in the event that the Dispute or the Related Dispute relates to "construction operations" within the meaning ascribed to that term by the Housing Grants, Construction and Regeneration Act 1996 (if applicable) (unless otherwise agreed by the Parties, all parties to the Related Dispute and the adjudicator), the adjudicator shall have power (if so requested by **tie**) to make his decisions or awards in the Dispute and the Related Dispute in such a manner as if the rules applicable in the Court of Session, Scotland as to the joining of one or more defenders or third parties or conjoining actions were applicable to the Parties to the Dispute and the Related Dispute, and to the adjudicator; and

56.3 **tie** shall procure that, as soon as practicable, the other party or parties to the Related Dispute shall give the Infraco copies of the Related Contract, the Referral Notice in the Related Dispute and any other documentation provided to the adjudicator by any party to the Related Dispute.

57. In the event that a Dispute has already been referred to the decision of an adjudicator, and **tie** is of the opinion that a Related Dispute is to be (but has not yet been) referred to adjudication,

tie may refer the Related Dispute to the adjudicator appointed under this Schedule 9 (*Dispute Resolution Procedure*) to decide upon the Dispute, and:

- 57.1 the adjudicator shall, if practicable, hear the Related Dispute at the same time as the Dispute and shall request such extension of time for producing his decision or award as he may require in order to reach a decision in respect of each of the Dispute and the Related Dispute at the same time. The Parties shall agree to such request for an extension of time, except in the event that the Dispute or the Related Dispute relates to "construction operations" within the meaning ascribed to that term by the Housing Grants, Construction and Regeneration Act 1996 (if applicable) (unless otherwise agreed by the Parties, all parties to the Related Dispute and the Adjudicator).
- 57.2 except in the event that the Dispute or the Related Dispute relates to "construction operations" within the meaning ascribed to that term by the Housing Grants, Construction and Regeneration Act 1996 (if applicable) (unless otherwise agreed by the Parties, all parties to the Related Dispute and the Adjudicator), the adjudicator shall have power (if so requested by **tie**) to make his decisions or awards in the Dispute and the Related Dispute in such a manner as if the rules applicable in the Court of Session, Scotland as to the joining of one or more defenders or third parties or conjoining actions were applicable to the Parties to the Dispute and the Related Dispute, and to the adjudicator; and
- 57.3 as soon as practicable, **tie** shall give to the Infraco copies of the Related Contract, the Referral Notice in the Related Dispute and any other documentation provided to the adjudicator by any party to the Related Dispute.

Director/Authorised Signatory
TIE LIMITED

Director/Authorised Signatory
[INFRACO]

**THIS IS SCHEDULE 10 REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN
TIE AND THE INFRACO**

SCHEDULE 10

PANELS FOR DISPUTE RESOLUTION PROCEDURE

CONSTRUCTION/OPERATIONAL

Alan Wilson



Tony Canham



Peter Chapman

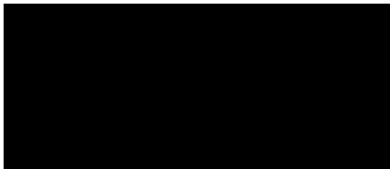


Guy Cottam

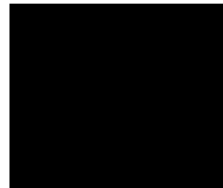


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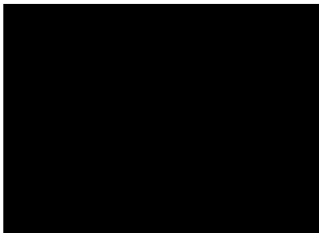
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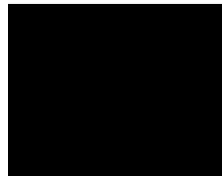
Bryan Porter



John Hunter



Eric Mouzer



LEGAL

Gordon Reid, QC



Gordon Coutts, QC



Robert Howie, QC



Lord Dervaird (Prof. John Murray QC)



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