

## SCHEDULES.

### SECOND SCHEDULE

#### TRANSFER TO THE BOARD OF RIGHTS AND LIABILITIES UNDER CONTRACTS.

- 1 (1) This Schedule shall apply, subject to the limitations contained in section seven of this Act and in sub-paragraph (3) of this paragraph, to the provisions of any contract to which a colliery concern or a Class A subsidiary of such a concern is a party, so far as they are provisions entered into in the course or for the purposes of any coal industry activities or for the purposes of the utilisation or disposal of things owned or used for any such activities.
- (2) This Schedule shall also apply, subject as aforesaid, to the provisions of any contract to which the owner of an interest falling within Part II, III or IV of the First Schedule to this Act that vests in the Board by virtue of the exercise of an option is a party, so far as they are provisions entered into in the course or for the purposes of any transferred allied activities for which that interest was owned or for which the things wherein that interest subsisted were used or for the purposes of the utilisation or disposal of things owned or used for any such activities.
- (3) This Schedule shall not apply to any provisions of such a contract as is mentioned in either of the preceding sub-paragraphs being—
- (a) provisions for or in connection with the lending of money to the concern, subsidiary or owner therein mentioned or the repayment of money so lent, or other provisions for or in connection with the financing of that concern, subsidiary or owner; or
  - (b) provisions for or in connection with the grant (otherwise than to the concern, subsidiary or owner so mentioned by an employee of theirs) of a licence under a patent or under the copyright in a registered design ; or
  - (c) provisions for or in connection with pensions, gratuities or other like benefits.