

SCHEDULES.

SECOND SCHEDULE

TRANSFER TO THE BOARD OF RIGHTS AND LIABILITIES UNDER CONTRACTS.

- 2 Provisions of a contract being provisions to which this Schedule applies shall have effect in favour of and against the Board so far as the performance thereof is due under the contract on or after the primary vesting date (or, where the application of this Schedule depends upon the vesting of an interest in the Board by virtue of the exercise of an option, on or after the date of its vesting), as if the Board had been a party to the contract instead of the concern, subsidiary or owner mentioned in sub-paragraph (1) or (2) of paragraph 1 of this Schedule:

Provided that—

- (a) rights and liabilities in respect of payments due on or after the date aforesaid for goods or utilities delivered or supplied before that date, or for work done or services rendered before that date, shall be excepted from the operation of this paragraph ; and
- (b) the operation of this paragraph may be excluded, as respects all or any rights or liabilities as respects which it would otherwise have effect, by agreement made between the Board and the concern, subsidiary or owner mentioned in sub-paragraph (i) or (2) of paragraph 1 of this Schedule and notified to the other party to the contract, but subject to the following provisions, namely, that if the other party to the contract (or any of them if more than one) objects to the exclusion he may within the prescribed period from the date of the notification to him refer the matter to arbitration under this Act, and in that event the arbitrator shall determine whether and to what extent the exclusion is to be effective, and, except in accordance with the determination of an arbitrator on such a reference, the exclusion shall not extend to performance of the contract due thereunder before the notification.