

SCHEDULES

SCHEDULE 4

CERTIFIED CONTRACTS OF A BOARD

Certified contracts assumed to be intra vires

1.—(1) Where a board has entered into a contract, the contract shall, if it is a certified contract, have effect (and be deemed always to have had effect) as if the board had had power to enter into it (and had exercised that power properly in entering into it).

(2) For the purposes of this Schedule a contract entered into by a board is a certified contract if (and, subject to sub-paragraphs (3) and (4), only if) the certification requirements have been satisfied by the board with respect to the contract and they were so satisfied before the end of the certification period.

(3) A contract entered into by a board shall be treated as a certified contract during the certification period if the contract provides that the certification requirements are intended to be satisfied by the board with respect to the contract before the end of that period.

(4) Where a board has entered into a contract which is a certified contract (“the existing contract”) and the existing contract is replaced by a contract entered into by it with a person or persons not identical with the person or persons with whom it entered into the existing contract, the replacement contract is also a certified contract if—

- (a) the period for which it operates or is intended to operate ends at the same time as the period for which the existing contract was to operate; and
- (b) apart from that, its provisions are the same as those of the existing contract.

(5) Subject to sub-paragraph (6), in this Schedule “the certification period”, in relation to a contract entered into by a board, means the period of 6 weeks beginning with the day on which the board entered into the contract.

(6) In relation to a contract entered into before the day on which this paragraph comes into operation, “the certification period” means the period of 6 weeks beginning with that day.

(7) Sub-paragraph (1) is subject to paragraph 3 (special provisions about judicial reviews).

(8) The application of sub-paragraph (1) in relation to a contract entered into by a board does not affect any claim for damages made by a person who is not (and has never been) a party to the contract in respect of a breach by the board of any duty to do, or not to do, something before entering into the contract (including, in particular, any such duty imposed by a statutory provision for giving effect to any Community obligation relating to public procurement or by Article 20 of the Education and Libraries (Northern Ireland) Order 1993).