

**SCHEDULE 21**

**Review Procedure**

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**1. EFFECT OF REVIEW PROCEDURE**

The Parties agree that:

- 1.1 neither the Authority nor any Authority Party assumes or shall assume any duty of care or other legal responsibility to the Service Provider and nor will the Authority or any Authority Party be liable in any way whatsoever (including in respect of negligence) in respect of any comment or consent (or failure to comment or grant consent) made pursuant to, or in accordance with this schedule 21 (*Review Procedure*); and
- 1.2 no comments and consents made or given by the Authority or any failure by the Authority to do the same pursuant to this schedule 21 (*Review Procedure*) shall:

2.1.5 contain a detailed description of any revisions or amendments made to the Reviewable A Item or the Reviewable B Item (as the case may be) together with an explanation of and reasons for any changes made;

2.1.6 be made in sufficient time to afford the Authority a reasonable opportunity to consider the same, and in any event not less than, twenty (20) Business Days (except where otherwise expressly provided under the Contract and thirty (30) Business Days in the case of any amendment to a Method Statement) prior to the proposed use or, implementation, by the Service Provider of such Reviewable A Item or Reviewable B Item (as the case may be),

and the entire contents of such submissions shall be referred to as a "**Reviewable A Submitted Item**" or a "**Reviewable B Submitted Item**" as appropriate.

## **2.2 Further Information**

2.2.1 If the Authority's Representative so requires, the Service Provider shall:

2.2.1.1 submit any further or additional information, data and documents (including details of calculations and the comments of any appropriate Service Provider Party) which may be reasonably required in order to determine whether or not there is a basis for making comments, giving consents or withholding consents pursuant to this schedule 21 (*Review Procedure*); and

2.2.1.2 take all such steps as may reasonably be required to satisfy the Authority's Representative that the proposed Reviewable A

Submitted Item or Reviewable B Submitted Item (as the case may be) complies with this Contract.

2.2.2.2 grant consent subject to amendments in respect of the Reviewable A Submitted Item on the basis of all information provided by the Service Provider pursuant to paragraphs 2.1 and 5 of this schedule 21 (*Review Procedure*); or

2.2.2.3 comment on the Reviewable B Submitted Item on the basis of all information provided by the Service Provider pursuant to paragraphs 2.1 and 5 of this schedule 21 (*Review Procedure*).

3.1 Thirty (30) Business Days after receipt of a Reviewable A Submitted Item which is an amendment to a Method Statement or twenty (20) Business Days in respect of any other Reviewable A Submitted Item (unless a longer period is agreed between the parties), the Authority's Representative shall:



3.3 Where the Authority grants its consent to any Reviewable A Submitted Item subject to amendments pursuant to paragraph 3.1.2:

3.3.1 the Authority shall:

3.3.1.1 state what amendments are required to the Reviewable A Submitted Item;

3.3.1.2 state the grounds upon which the amendments are based; and

3.3.1.3 provide other reasonable evidence or information necessary to substantiate that ground; and

3.3.2 the Service Provider shall:

3.3.2.1 proceed with producing the final version of the Reviewable A Submitted Item taking into account those amendments made by the Authority pursuant to paragraph 3.3.1; or

3.3.2.2 if the Service Provider does not accept the grounds provided by the Authority pursuant to paragraph 3.3.1.2 and if the matter cannot be

3.4.2.2 if the Service Provider does not accept the grounds provided by the Authority pursuant to paragraph 3.4.1.1 and if the matter cannot be resolved by the Authority or the Parties within ten (10) Business

Days of the date on which the Service Provider first notifies the

Authority that it does not accept such grounds, the Service Provider may refer the matter to the Dispute Resolution procedure.

3.5 Where the provisions of paragraph 3.4.2.1 apply the Service Provider shall resubmit such Reviewable A Submitted Item to the Authority's Representative within ten (10)

4.3.2 if requested by the Authority in writing, state the grounds upon which the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

other information reasonably available to the Service Provider to substantiate



**5.2 Authority's Representative's Response**

5.2.1 The Authority shall return all comments it makes or consents given or refused or amendments made pursuant to this schedule 21 (*Review Procedure*) in an electronic format and to the extent reasonably requested by the Service Provider, a hard copy of any response shall also be provided to the Service Provider by the Authority.

5.2.2 Where the Authority grants its consent or grants its consent subject to amendments to a Reviewable A Submitted Item, then provided that the Service Provider complies with such amendments and does not refer any

matter to the Dispute Resolution procedure, then such Reviewable A

