

## **Members' agreement relating to the establishment of [LACC] Limited**

**Dated**                      **2006**

**Cumbria County Council**

**Cheshire Fire Authority**

**Greater Manchester Fire & Rescue Authority**

**Lancashire Combined Fire Authority**

**Merseyside Fire & Rescue Authority**

**[LACC Limited]**

**DentonWildeSapte...**

One Fleet Place  
London EC4M 7WS  
United Kingdom

T +44 (0)20 7242 1212  
F +44 (0)20 7246 7777  
info@dentonwilde sapte.com  
www.dentonwilde sapte.com

# Contents

1	Definitions and interpretation	2
2	Closing Arrangements	4
3	Membership Provisions	5
4	Members Voting Provisions	6
5	Directorship Provisions	6
6	Directors Voting Provisions	7
7	Indemnity of Directors	7
8	Training of Directors	7
9	Audit Access	7
10	Agreement to perform	7
11	Information	7
12	Restrictions on changes to the Memorandum and Articles	8
13	Confidentiality	8
14	Long Term Agreement and Restriction on Performance of Functions	9
15	Code of Conduct	9
16	Name	9
17	Representations and warranties	9
18	[Deadlock	10
19	No assignment	11
20	Waivers, remedies cumulative, amendments, etc.	11
21	No partnership or agency	12
22	Announcements	12
23	Costs	12
24	Entire Agreement	12
25	Disputes	12

<b>26</b>	<b>Conflict with Articles etc</b>	<b>13</b>
<b>27</b>	<b>Notices</b>	<b>13</b>
<b>28</b>	<b>Governing law</b>	<b>13</b>
	<b>Schedule 1 - Particulars of the Company</b>	<b>14</b>
	Appendix A - Memorandum of Association	
	Appendix B – Articles of Association	



# 1 Definitions and interpretation

## 1.1 Definitions

In this Agreement and in the Recitals and Schedules hereto the following definitions shall save as otherwise specifically provided apply.

**Act** means the Companies Acts 1985 to 1989 and the Companies Consolidation (Consequential Provisions) Act 1985 and the Company Directors Disqualification Act 1986 and all regulations made under any of the foregoing.

the **Agreed Proportions** means the proportions specified in the first column below in respect of the Authority specified in the corresponding part of the second column below (subject to amendment as is further agreed between the parties from time to time):-

<b>Column 1</b>	<b>Column 2</b>
(Proportions)	(Authority)
(?/20 <sup>th</sup> )	(Cumbria)
(?/20 <sup>th</sup> )	(Cheshire)
(?/20 <sup>th</sup> )	(GMC)
(?/20 <sup>th</sup> )	(Lancashire)
(?/20 <sup>th</sup> )	(Merseyside)

the **Articles** means the articles of association of the Company in the agreed form attached as Appendix B or as they may subsequently be altered from time to time.

**Associate** means in relation to any company, another company which controls, is controlled by or is in common control with that company;

the **Authorities** means the fire and rescue authorities which are the Members (or their successor bodies) and an **Authority** shall mean any one of the Authorities.

the **Board** means the board of directors of the Company or a duly appointed committee thereof.

the **Business** means the business of operating a regional control centre covering the fire and rescue authority areas of the Region as part of the English network of regional control centres, which may extend to the mobilisation of fire and rescue resources from or to anywhere within Great Britain.

**Chairman** means the Chairman from time to time of the Board and the Company.

**Closing** means the date of completion of the matters specified in Clause 2.1.

the **Company** means **[LACC] Limited**, a company limited by guarantee, the members of which are the Authorities and which is established for the purpose of carrying out the Functions and whose corporate details are set out in Schedule 1.

**Control** means in relation to any person, the power of another person to secure:

- (a) by means of the holding of shares or the possession of voting power in or in relation to the first person or any other person; or

- (b) by virtue of any powers conferred by the articles of association of, or any other document regulating, the first person or any other person;

that the affairs of the first person are conducted in accordance with the wishes or directions of that other person.

**Directors** means the directors for the time being of the Company.

**Directorship Provisions** means the criteria and other provisions as set out in clause [7] as to appointment of Directors of the Company.

**Financial Year** means the year commencing 1<sup>st</sup> April and expiring on the subsequent 31<sup>st</sup> March.

**FRSA 2004** means the Fire and Rescue Services Act 2004 (or any statutory modification or re-enactment thereof).

the **Functions** means the function of receiving calls for assistance in respect of fires and other emergencies to which the Authorities have a duty or power to respond under the FRSA 2004.

**Initial Operation** means the arrangements made by the Company in :-

- (a) administering the Company;
- (b) obtaining legal, financial and other professional advice;
- (c) appointing and employing any staff to enable the Company to operate; and
- (d) acquiring goods and/or services to enable the Company to operate;

in respect of the Financial Years 2006/07, 2007/08 and any additional Financial Years until any further agreement is reached between the parties, which replaces this Agreement.

**in writing** means includes any communication made by letter, facsimile transmission or electronic mail.

**Main Objects Clause** means the main objects clause of the memorandum of association of the Company in the agreed form.

**Members** means the members of the Company, being those fire and rescue authorities which are party to this Agreement or their successor bodies appointed in accordance with the provisions of this Agreement.

the **Members Voting Provisions** means the voting provisions as set out in Clause [6] (subject to amendment as is further agreed between the parties).

**Membership Provisions** means the criteria and other provisions as set out in Clause [5] as to the appointment of Members of the Company.

the **Memorandum** means the Memorandum of Association of the Company attached as Appendix A.

**person** includes any individual, firm, company or other incorporated or unincorporated body.

the **Region** means the North West region comprising Cumbria, Cheshire, Lancashire, Merseyside and Greater Manchester.

the **RMB** means the joint committee established by the Authorities with powers to undertake the Functions on behalf of the Authorities.

**Transaction Documents** includes this Agreement, the Memorandum, and the Articles which has been executed pursuant to this Agreement, each as it may subsequently be amended or altered from time to time.

**Transfer** means any sale, assignment, transfer, grant of lease or other disposition of any legal, equitable or other interest or the creation of an encumbrance.

## 1.2 Interpretation

In this Agreement, unless otherwise specified:

- (a) in this Agreement, references to statutes shall include any statute modifying, re-enacting, extending or made pursuant to the same or which is modified re-enacted or extended by the same or pursuant to which the same is made;
- (b) a document is in "the agreed form" if it is in the form of a draft agreed between and initialled by or on behalf of the Members on or before the date hereof;
- (c) references in this Agreement to Clauses, Sub-Clauses, paragraphs and Schedules are references to those contained in this Agreement;
- (d) the Schedules to this Agreement are an integral part of this Agreement and references to this Agreement include references to such Schedules; and
- (e) clause headings are for ease of reference only and shall not be taken into account in construing this Agreement.

## 2 Closing Arrangements

### 2.1 Time [and place] of Closing

Closing shall take place

**EITHER**

[forthwith after the execution of this Agreement]

**OR**

[at 12.00 noon] on the \*\* business day falling after this Agreement has become unconditional] [on the \*\* day of \*\* \*\* ] at \*\* or at such other time and place as may be agreed between the Members.

### 2.2 Matters to be dealt with at Closing

At Closing:

- (a) each Member shall subscribe at par for the number Agreed Proportions set opposite its respective name in the definition of [Agreed Proportions];
- (b) at a meeting of the Board, the Company shall allot and issue such [Proportions] to the Members as so subscribed by them respectively and shall enter the names of the Members in the register[s] of members of the Company as registered holders of such [proportions] and shall issue and deliver to the Members the requisite Certificate[s] in the agreed form duly executed under seal by the Company;
- (c) the following appointments shall be made:

- (i) The first directors of the Company shall be (five) of such of the members of the RMB as the RMB so determine subject to compliance with the Directorship Provisions (and for the avoidance of doubt, the RMB shall have full delegated powers on behalf of the Authorities to make such decisions to the extent that it does not already have such powers);
- (ii) [( ) shall be nominated for appointment as legal advisor to the Company in respect of the Initial Operation of the Company;
- (iii) \*\* as first Chairman;
- (iv) \*\* as Company Secretary;
- (v) ( ) shall be nominated for appointment as financial advisor to the Company in respect of the Initial Operation of the Company;
- (vi) ( ) shall be nominated for appointment as human resources advisor to the Company in respect of the Initial Operation of the Company;
- (vii) (.....) shall be nominated for appointment/secondment to the Company as interim RCC Manager in respect of the Initial Operation of the Company.

### 2.3 Miscellaneous matters relating to Closing

2.3.1 Any provision in Clause 2.1 to the effect that a Transaction Document shall be "entered into and completed in accordance with its terms" shall constitute several obligations on the parties to sign such agreement, and duly to perform its respective obligations under the clause therein headed ["Completion" or "Closing"]. Where any party to such a Transaction Document is not also a party to this Agreement, the Member of whom any such party is an Associate shall procure that such party so signs and performs.

2.3.2 No party shall be obliged to complete this Agreement unless all of the matters referred to in Clause 2.1 are completed or, as appropriate, dealt with in accordance with that clause.

2.4 The RMB shall have full delegated powers on behalf of the Authorities to incur expenditure in payments to the Company (on behalf of the Authorities) in respect of the costs incurred (or anticipated to be incurred) by the Company in respect of the Initial Operation of the Company, subject to :-

- (a) such financial expenditure not exceeding [£XXX,000] in any Financial Year), and
- (b) the costs of the Initial Operations being apportioned between the Authorities in accordance with the Agreed Proportions.

2.5 The [RMB/Authorities] shall meet all the costs of the Initial Operation of the Company in accordance with the Agreed Proportions and shall pay the Company such sums within 21 days of receipt of an appropriate invoice from the Company.

## 3 Membership Provisions

3.1 The Authorities agree and undertake with each other that :-

- (a) They intend that the only Members shall be each of the (five) Authorities as are represented on the RMB (or [five] of such elected members appointed to the RMB).
- (b) No Authority, in its capacity as a Member, will consent or vote for the admission as a Member of any person other than a fire and rescue authority (or elected member

appointed to such authority) that, pursuant to FRSA 2004, takes the place of one or more of the Authorities.

- (c) No Authority, in its capacity as a Member, shall vote for any amendment to the Articles which would have the effect of allowing persons other than the Authorities (or an elected member from the Authorities) to become Members.
- (d) They will nominate and authorise the Chairman and/or Chief Fire Officer of their respective Authority (or a member of the RMB) to attend and participate in meetings of the Members on behalf of their Authority.
- (e) That they will take all reasonable steps to ensure that those persons specified in Clause 5.1 (d) above report back to their respective Authority as and when required by their Authority, on a regular basis, in order to keep their respective Authority fully informed of all relevant decisions and proposals in respect of the Initial Operation of the Company.

#### **4 Members Voting Provisions**

- 4.1 It is the intention of the Authorities that the voting rights of Members shall reflect the voting rights as set out in Regulation [•] of the Articles.
- 4.2 Each Authority shall vote against any proposal for any amendment to the Articles, which would have the effect of altering the voting rights as set out in Regulation [•] of the Articles.

#### **5 Directorship Provisions**

- 5.1 It is the intention of the Authorities, that :-
  - (a) there shall be only 10 Directors at any one time;
  - (b) the Directors shall be drawn from the members for the time being of the RMB;
  - (c) there shall be no executive Directors employed by the Company; and
  - (d) the constitution of the Board shall, so far as is reasonably practicable, reflect the political balance of the RMB at the time of appointment.
  - (e) Each Fire and Rescue Authority Member shall be entitled for so long as it is a member of the Company to appoint one director and may at any time remove such person and appoint another person in his or her place. Any other director shall be appointed and removed by ordinary resolution of the members, provided that the directors will be entitled to make recommendations to the members regarding the appointment of any person as a director.
- 5.2 The Authorities, in their capacity as Members, shall accordingly :-
  - (a) vote against any proposal for amendment to the Articles which would have the effect of:
    - (i) permitting more than 10 Directors;
    - (ii) permitting Directors to be appointed who are not members of the RMB for the time being; or
    - (iii) changing the voting rights of each Director;

- (b) vote against any proposal for the appointment or a Director of anyone other than someone who is a member of the RMB (and who has been approved by the RMB for appointment as a Director);
- (c) remove any Director whose appointment or continuation as a Director is in conflict with the provisions of Clause 5.1;
- (d) remove any Director who acts against the principles set out in Clause 5.1.

## **6 Directors Voting Provisions**

The quorum for the transaction of the business of the directors shall be such number of directors as represents not less than [75%] of all duly appointed directors[,] **OR** [, of whom not less than 50% of the directors present shall be Fire and Rescue Authority Directors. For so long as the number of Fire and Rescue Authority Directors is less than 50% of 75% of all duly appointed directors then 75% of all duly appointed directors including all of the Fire and Rescue Authority Directors then in office shall constitute a quorum. ] A person who holds office only as an alternate director shall, if his or her appointor is not present, be counted in the quorum. Each director shall have one vote.

## **7 Indemnity of Directors**

Each of the Authorities agrees and undertakes to indemnify, and keep indemnified, any elected member of the RMB appointed as a Director to the extent and in the form as set out in Appendix A.

## **8 Training of Directors**

The Authorities (acting through the RMB) shall not normally approve the appointment of a Director unless the proposed Director has undertaken such training for the role and/or demonstrated competence for the role as the Authorities consider appropriate.

## **9 Audit Access**

Each of the Authorities shall grant to the other Authorities, the auditors of the Company, any statutory auditors of any of the Authorities and their respective authorised agents the right of reasonable access to all records and documents relating to the performance by the Company of the Initial Operation and/or the Functions and shall provide all reasonable assistance at all times during the continuance of this Agreement in connection with any audit of the Initial Operation and/or the Functions.

## **10 Agreement to perform**

Each Member:

- (a) shall at all times exercise its respective powers and votes as Member to ensure that (to the extent that the same is within such powers and voting rights) the Company will comply with all of its obligations under each Transaction Document.
- (b) undertakes with the other generally to use its reasonable endeavours to promote the Business.

## **11 Information**

### **11.1 Books and records**

The Company shall:

- (a) at all times keep true, accurate and up to date books and records of all the affairs of the Company;
- (b) subject to Clause 13, at all times make available to the Members and their duly authorised representatives full and complete access (including copying facilities) to the books, records, accounts, documents and premises of the Company; and
- (c) subject to Clause 13, supply to each Member such information relating to the Company as it may require and without prejudice to the foregoing shall keep the Members fully and promptly informed as to all material developments regarding the Company's financial and business affairs and promptly notify the Members of any significant event (including without limitation any litigation or arbitration) the outcome of which will or is likely to affect the Company or its business, finances, assets or affairs.

#### 11.2 Reporting arrangements

- (a) without prejudice to Clause 11.1, the Authorities shall arrange for regular reports on proposals and decisions made by the Company to be submitted to the RMB for its consideration and decision as appropriate. In this regard, the Authorities grant the RMB delegated powers to make any decisions on behalf of the Authorities in relation to the Initial Operation and/or the Functions; and
- (b) the Authorities (acting through the RMB) shall ensure that the Directors are given reasonable notice of all officer project team meetings held by the Authorities and all meetings of the Authorities and the RMB at which the Functions are proposed to be considered and that the Directors are invited to such meetings and are provided with copies of all reports and minutes in respect of the consideration of such matters.

## 12 Restrictions on changes to the Memorandum and Articles

12.1 It is the intention of the parties that the Functions are essential to the activities of the Company and that the Company shall be controlled at all times by the Authorities through the RMB.

12.2 The parties accordingly agree and undertake with each other that (in their capacity as Members of the Company) they shall :-

- (a) vote against any proposal for changes in the Articles and/or Memorandum which will have the effect of removing or diluting the restrictions specified in Clause 13.1 to any extent;
- (b) vote for retention of the Articles and Memorandum.

## 13 Confidentiality

### 13.1 Members' obligation

Each Member shall at all times keep confidential and shall not use (and shall procure that its Associates, officers, employees and agents shall keep confidential and shall not use) any confidential information which it may have or acquire in relation to the business, finances, assets or affairs of the Company or the other Members and its Associates or which, in consequence of the negotiation or operation of, or the exercise of rights under, any Transaction Document it may have or acquire in relation to the business or affairs of the other Member or its Associates, save for any information:

- (a) which is publicly available or becomes publicly available through no act of that Member;
- (b) which is disclosed to that Member by a third party which did not acquire the information under an obligation of confidentiality;
- (c) which is independently acquired by that Member as the result of work carried out by an employee to whom no disclosure of such information had been made; or
- (d) which is required to be disclosed by any law (including any order of a court of competent jurisdiction) or the rules of any stock exchange or governmental, revenue or other regulatory authority, whether or not having the force of law.

#### 13.2 Duration

The provisions of this Clause shall survive any termination of this Agreement.

### 14 Long Term Agreement and Restriction on Performance of Functions

- 14.1 The Authorities (through the RMB) shall seek to enter into a long term agreement between the Authorities and the Company, as to the performance of the Functions, and upon the conclusion of such agreement, the Authorities agree that the RMB shall have delegated powers to monitor and make decisions in respect of the performance of that agreement on behalf of the Authorities.
- 14.2 The Functions shall continue to be undertaken by the Authorities until the date on which the Authorities agree that that the Functions shall be undertaken by the Company, and the Authorities do not under this Agreement give the Company any authority to undertake the Functions.

### 15 Code of Conduct

The Authorities shall take reasonable steps to ensure that any elected members of the RMB who are appointed as Directors are aware of their obligations to comply with the code of conduct for members of the RMB as adopted by their Authority when acting as a Director and that they receive sufficient training in respect of such matters.

### 16 Name

The name "LACC LIMITED" shall be the sole and exclusive property of the Company and the parties acknowledge and agree that any goodwill arising from the use by the Company of that name belongs to the Company.

### 17 Representations and warranties

Each Member represents and warrants to the other Members that:

- (a) it is a company duly incorporated and validly existing in all respects under the laws of the United Kingdom with full power and authority to own its assets and to carry on its business as it is now being conducted and no action has been taken or threatened (whether by it or any third party) for or with a view to its or their liquidation, receivership or analogous process;
- (b) the execution of each Transaction Document on its behalf has been validly authorised and the obligations expressed as being assumed by it under each Transaction

Document constitute its valid, legal and binding obligations enforceable against it in accordance with its terms;

- (c) neither the execution and delivery by it of any Transaction Document nor the performance or observance of any of its obligations thereunder does or will:
  - (i) conflict with, or result in any breach or violation of, any judgement, order or decree, indenture, mortgage, trust deed, agreement or other instrument, arrangement, obligation or duty by which it is bound; or
  - (ii) cause any limitation on any of its or its Associate's powers whatsoever, howsoever imposed, or on the right or ability of the directors of it to exercise such powers, to be exceeded;
- (d) no litigation or administrative or arbitration proceeding before or of any court, judicial, administrative or governmental authority, arbitrator(s) or other body is taking place, pending or threatened against it or against any of its or their respective assets which might have a material adverse effect on its business, assets, condition or operations taken as a whole, or might adversely affect its ability duly and punctually to perform and observe all its obligations hereunder and under any Transaction Document to which it is a party;
- (e) it is resident in the United Kingdom for tax purposes.

## **18 [Deadlock]**

### **18.1 Meaning of Deadlock**

For the purposes of this Clause there shall be a Deadlock if:

- (a) a matter relating to the affairs of the Company or the Business has been considered by the Board or the Members;
- (b) no resolution has been carried by the Board or the Members in relation to the matter because of an equality of votes for and against the proposal for dealing with it or because of a failure of either Member to consent to such resolution or matter pursuant to Clause 12; [and]
- (c) the matter is not resolved within \*\* days from the date of the relevant Board or Members meeting or the date of referral to the Members for consent (as appropriate) [;and]
- (d) [the matter in question is of material significance].

### **18.2 Members' obligations**

In any case of Deadlock each of the Members shall (at the request of either Member) within \*\* days of Deadlock having arisen or become apparent, cause its appointees on the Board to prepare and circulate to the other Member and other Directors a memorandum or other form of statement setting out its position on the matter in respect of which the Deadlock has arisen and its reasons for adopting that position, but on the basis that such memorandum or statement shall always be prepared and delivered on a "without prejudice" basis. Each Member shall then refer the Deadlock to [the chairman of its board of directors for the time being] and such [chairmen] shall use all reasonable efforts in the \*\* days following such reference to resolve the Deadlock.

### **18.3 Failure to resolve Deadlock**

If a resolution of a Deadlock referred pursuant to Clause 18.2 is not resolved/is not agreed in accordance with that Clause within \*\* days of the reference made pursuant to that Clause (or such longer period as the Members or such [chairmen] may agree in writing) [either/any] Member may within \*\* days after expiry of such period serve notice in writing upon the other Member[s] and the Board that the Board shall, at the earliest practicable date:

- (a) make or concur in the making of a statutory declaration in the terms mentioned in Section 89 of the Insolvency Act 1986 (if the state of the Company's affairs permits the making of such a declaration); and
- (b) convene an extraordinary general meeting of the Company to consider:
  - (i) the matter from which the Deadlock arose; and
  - (ii) the passing of a special or extraordinary resolution to place the Company in members' voluntary winding-up (if such a declaration as is mentioned in Clause 18.3(a) above has been made) or (in any other case) in creditors' voluntary winding-up;

such meeting or meetings to be held within 5 weeks after either the making of any declaration made in pursuance of Clause 18.3(a) above or (where the state of the Company's affairs does not admit of the making of such a declaration as is mentioned in Clause 18.3(a)) convene a meeting of the Company's creditors in accordance with Section 98 of the Insolvency Act 1986.]

## **19 No assignment**

The provisions of this Agreement shall be binding on and enure to the benefit of the successors of each party hereto provided that no party may agree to assign, transfer, charge or otherwise dispose of or subcontract any of its rights or obligations hereunder without the prior written consent of the other parties.

## **20 Waivers, remedies cumulative, amendments, etc.**

### **20.1 No waiver**

No failure or delay by any of the parties hereto in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by any of the parties hereto of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

### **20.2 Rights and remedies**

The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

### **20.3 No valuation**

No provision of this Agreement may be amended, modified, waived, discharged or terminated, otherwise than by the express written agreement of the parties hereto nor may any breach of any provision of this Agreement be waived or discharged except with the express written consent of the parties not in breach.

### **20.4 Third party rights**

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

## **21 No partnership or agency**

Nothing in this Agreement shall be deemed to constitute a partnership between the parties hereto nor, save as expressly set out herein, constitute any party the agent of another party for any purpose. In addition, unless otherwise agreed in writing between the Members, none of them shall enter into contracts with third parties as agent for any Member nor shall any Member describe itself as agent as aforesaid or in any way hold itself out as being an agent as aforesaid.

## **22 Announcements**

No announcement or circular in connection with the subject matter of this Agreement shall be made or issued by or on behalf of any of the parties hereto without the prior written approval of the others, such approval not to be unreasonably withheld or delayed.

## **23 Costs**

Each of the parties hereto shall pay its own costs, charges and expenses connected with the preparation and implementation of this Agreement and the transactions contemplated by it.

## **24 Entire Agreement**

### **24.1 Definition**

For the purposes of Clause 24.2 **Pre-Contractual Representation** means any arrangement, agreement, assurance, draft document, promise, undertaking, representation or warranty of any nature whether or not in writing made or given by any person prior to the signature of this Agreement.

### **24.2 Entire agreement**

This Agreement and the documents referred to in it (together the Contract Documents) constitute the entire agreement between the parties relating to their subject matter. Each party to this Agreement acknowledges and agrees that in entering into the Contract Documents it is not relying upon and shall have no right of action against any other party to this Agreement in respect of any Pre-Contractual Representation which is not expressly set out in any of the Contract Documents. However, nothing in this Clause 24 shall operate to limit or exclude liability for fraud.

## **25 Disputes**

25.1 Where there is any dispute between any of the Authorities as to the operation or interpretation of this Agreement, then such dispute shall be referred to the RMB whose decision on the matter will be final and binding on the parties.

25.2 The provisions of Clause 25.1 shall not prevent any party having recourse to legal proceedings in respect of any matter which is the subject of dispute.

## **26 Conflict with Articles etc**

In the event of any conflict between the provisions of this Agreement and the Articles or any other Transaction Document, the provisions of this Agreement shall prevail and the parties shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further if necessary procure any required amendment to the Articles or other Transaction Document as may be necessary.

## **27 Notices**

### **27.1 Manner of service**

Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant party or sent by first class prepaid letter or facsimile transmission to the address of that party specified in this Agreement or to that party's facsimile transmission number thereat or such other address or number in England as may be notified hereunder by that party from time to time for this purpose and shall be effectual notwithstanding any change of address not so notified.

### **27.2 Validity of service**

Unless the contrary shall be proved, each such notice or communication shall be deemed to have been given or made and delivered, if by letter, 48 hours after posting, if by delivery, when left at the relevant address and, if by facsimile transmission, when transmitted.

## **28 Governing law**

### **28.1 Governing law and jurisdiction**

This Agreement shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement.

**In witness** whereof this Deed has been duly executed

## **Schedule 1 - Particulars of the Company**

Name of Company:

Date of incorporation:

Place of registration:

Company registration number:

Authorised share capital:

Issued share capital:

held by:

held by:

Particulars of any issued share capital not fully paid up:

Accounting reference date:

Names and addresses of directors:

Name and address of secretary:

Name and address (and reference) of auditors:

Names of subsidiaries (if any):

**Signed by \*\*** )  
duly authorised for and on behalf of )  
Cumbria County Council )

---

**Signed by \*\*** )  
duly authorised for and on behalf of )  
Cheshire Fire Authority )

---

**Signed by \*\*** )  
duly authorised for and on behalf of )  
Greater Manchester Fire & Rescue Authority )  
)

---

**Signed by \*\*** )  
duly authorised for and on behalf of )  
Lancashire Combined Fire Authority )

---

**Signed by \*\*** )  
duly authorised for and on behalf of )  
Merseyside Fire & Rescue Authority )

---

**Signed by \*\*** )  
duly authorised for and on behalf of )  
[LACC] Limited )

---