

## SCHEDULES

### SCHEDULE 8

#### TRANSFER AND APPORTIONMENT OF ASSETS

##### *Construction of agreements*

- 7 (1) Where any rights, liabilities or obligations transferred under section 36 of this Act are rights, liabilities or obligations under an agreement to which the education authority were a party immediately before the incorporation date, the agreement shall, unless the context otherwise requires, have effect on and after the incorporation date as if—
- (a) the board of management had been a party to the agreement;
  - (b) for any reference (whether express or implied and, if express, however worded) to the education authority there were substituted, as respects anything falling to be done on or after the incorporation date, a reference to the board of management;
  - (c) any reference (whether express or implied and, if express, however worded) to a specified officer of the education authority or a person employed by the authority in a specified capacity were, as respects anything falling to be done on or after the incorporation date, a reference to such person as the board of management may appoint or, in default of appointment, to an officer or employee of the board of management who corresponds as closely as possible to the person referred to in the agreement; and
  - (d) where the agreement refers to land, moveable property, liabilities or obligations which fall to be apportioned or divided between the education authority and the board of management, the agreement constituted two separate agreements separately enforceable by and against the authority and the board as regards the part of the land, moveable property, liabilities or obligations retained by the authority or, as the case may be, the part thereof vesting in the board and not as regards the other part.
- (2) Head (d) of sub-paragraph (1) above shall apply in particular to the stipulations and conditions of any lease by or to the education authority.
- (3) This paragraph applies to any agreement whether in writing or not and whether or not of such a nature that rights and liabilities under it could be assigned by the education authority.
- 8 Save as otherwise provided by any provision of this Act (whether expressly or by necessary implication) paragraph 7 above, except head (a) of sub-paragraph (1), shall apply in relation to any statutory provision, any provision of any agreement to which the education authority was not a party, and any provision of any document other than an agreement, if and in so far as the provision in question relates to any of the transferred rights and liabilities, as it applies in relation to an agreement to which the authority was a party; and, in relation to any such statutory or other provision as aforesaid, references in heads (b) and (c) of that sub-paragraph to the authority and to any officers or servants of the authority include references made by means

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*Status: This is the original version (as it was originally enacted).*

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of a general reference to a class of persons of which the authority is one, without the authority themselves being specifically referred to.

- 9 (1) Without prejudice to the generality of paragraphs 7 and 8 above, any person shall, as from the incorporation date, have the same rights, powers and remedies (and in particular the same rights and powers as to the taking or resisting of legal proceedings or the making or resisting of applications to any authority) for ascertaining, perfecting or enforcing any right or liability transferred to and vested in the board of management under section 36 of this Act as he would have had if that right or liability had at all times been a right or liability of the board.
- (2) Without prejudice to section 36(5)(d) of this Act, any legal proceedings commenced before the incorporation date by or against the education authority, in so far as they relate to any land, moveable property, liability or obligation transferred to the board of management under this Act, or to any agreement relating to any such land, moveable property, liability or obligation, shall be continued by or against the board of management to the exclusion of the education authority.
- 10 The provisions of paragraphs 7 to 9 above shall have effect for the interpretation of agreements, statutory provisions and other documents subject to the context, and shall not apply where the context otherwise requires.