

SCHEDULE 13
AUTHORITY OF REPRESENTATIVES

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PART 1

SECTION 1:

POWERS OF THE CONTRACTING AUTHORITY'S REPRESENTATIVE

1. DELEGATION

- 1.1 Any right or function delegated under this Schedule 13 shall not confer on any party any greater rights than the Contracting Authority has in accordance with the terms of the Agreement nor does it impose on the Company any further obligations other than those in this Agreement.
- 1.2 In terms of Clause 17 (*the Contracting Authority's Representative*) of this Agreement, the Contracting Authority authorises the Contracting Authority's Representative to exercise all the powers and rights of the Contracting Authority under this Agreement other than those conferred by Schedule 11 (*Termination Compensation*).

SECTION 2

POWERS OF THE CONTRACTING AUTHORITY'S SITE REPRESENTATIVE

1. DELEGATION

1.1 Any right or function delegated under this Section 2 of Part 1 of Schedule 13 shall not confer on any party any greater rights than the Contracting Authority has in accordance with the terms of the Agreement nor does it impose on the Company any further obligations other than those in this Agreement.

1.2 In terms of Clause 17 (*Contracting Authority's Representatives*) of this Agreement, the Contracting Authority authorises the Contracting Authority's Representative and/or the Contracting Authority's Site Representative to exercise all the powers and rights of the Contracting Authority under this Agreement other than

1.2.1 those conferred by the following Clauses and Schedules of the Agreement:

- (a) Clause 17 Contracting Authority's Representative;
- (b) Clause 32 Relief Events;
- (c) Clause 33 Compensation Events;
- (d) Clause 34 Contracting Authority Changes;
- (e) Clause 35 Company Changes;
- (f) Clause 37 Qualifying Change in Law;
- (g) Clause 39 Refinancing;
- (h) Clause 40 Contracting Authority Step-in;
- (i) Clause 41 Termination on Contractor Default;
- (j) Clause 44 Force Majeure;
- (k) Clause 45 Corrupt Gifts and Fraud;
- (l) Clause 46 Voluntary Termination by the Contracting Authority;
- (m) Clause 55 Uninsurable Risks;
- (n) Clause 71 Waiver; and
- (o) Schedule 11 Termination Compensation; or

1.2.2 any act which has the effect of amending this Agreement.

PART 2
POWERS OF COMPANY'S REPRESENTATIVE

1. The Company shall appoint a competent and qualified person to act as its agent in connection with this Agreement.
2. In terms of Clause 16 (Company's Representative) of this Agreement, the Company authorises the Company's Representative to exercise all the powers and rights of the Company under this Agreement other than:
 - 2.1 those conferred by the following Clauses and Schedules of this Agreement:
 - (a) Clause 41 Termination on Company Default;
 - (b) Clause 42 Termination on Contracting Authority Default;
 - (c) Clause 44 Force Majeure;
 - (d) Clause 45 Corrupt Gifts and Fraud;
 - (e) Clause 46 Voluntary Termination by the Scottish Ministers;
 - (f) Clause 47 Termination on Breach of NPD Requirements;
 - (g) Clause 48 Consequences of Termination; and
 - (h) Schedule 11 Termination Compensation; or
 - 2.2 any act which has the effect of amending this Agreement.
3. For the avoidance of doubt, the Company's Representative shall be entitled to consult anyone he considers appropriate in connection with the discharge of his duties in relation to this Agreement.