

**This is Schedule 13 referred to in the foregoing M8 M73 M74 Motorway Improvements Agreement between the Scottish Ministers and Scot Roads Partnership Project Ltd**

**SCHEDULE 13  
AUTHORITY OF REPRESENTATIVES**

## CONTENTS

### 1. Part 1

Section 1 - Powers of Scottish Ministers' Representative

Section 2 - Powers of Scottish Ministers' Site Representative

### 2. Part 2

Powers of Company's Representative

**PART 1**  
**SECTION 1:**  
**POWERS OF SCOTTISH MINISTERS' 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 Scottish Ministers have 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 (Scottish Ministers' Representative) of this Agreement, the Scottish Ministers authorise the Scottish Ministers' Representative to exercise all the powers and rights of the Scottish Ministers under this Agreement other than those conferred by Schedule 11 (Termination Compensation).

**PART 1**

**SECTION 2:**

**POWERS OF SCOTTISH MINISTERS' 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 Scottish Ministers have 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 (Scottish Ministers' Representatives) of this Agreement, the Scottish Ministers authorise the Scottish Ministers' Site Representative to exercise all the powers and rights of the Scottish Ministers under this Agreement other than

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

- (a) Clause 17 Scottish Ministers Representative;
- (b) Clause 30.3 Suspension of Work
- (c) Clause 33 Relief Events;
- (d) Clause 34 Compensation Events;
- (e) Clause 35 Scottish Minister Changes;
- (f) Clause 36 Company Changes;
- (g) Clause 38 Qualifying Change in Law;
- (h) Clause 40 Refinancing;
- (i) Clause 41 Scottish Ministers Step-in;
- (j) Clause 42 Termination on Contractor Default;
- (k) Clause 44 Persistent Breach
- (l) Clause 45 Force Majeure;
- (m) Clause 46 Corrupt Gifts and Fraud;

- (n) Clause 47 Voluntary Termination by the Scottish Ministers;
- (o) Clause 56 Uninsurable Risks;
- (p) Clause 72 Waiver; and
- (q) 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**

- 1.1 The Company shall appoint a competent and qualified person to act as its representative in connection with this Agreement.
- 1.2 In terms of Clause 16 (Company's Representative) of this Agreement, the Company authorises the Company's Representation to exercise all the powers and rights of the Company under this Agreement other than:
- 1.2.1 those conferred by the following Clauses and Schedules of this Agreement:
- (a) Clause 3 (Conditions Precedent and Effect on Documents);
  - (b) Clause 42 (Termination on Company Default);
  - (c) Clause 43 (Termination on Scottish Minister's Default);
  - (d) Clause 45 (Force Majeure);
  - (e) Clause 46 (Corrupt Gifts and Fraud);
  - (f) Clause 47 (Voluntary Termination by the Scottish Ministers);
  - (g) Clause 49 (Consequences of Termination);
  - (h) Clause 50 (Final Survey);
  - (i) Clause 65 (Assignment and Subcontracting); and
  - (j) Schedule 11 (Termination Compensation); or
- 1.2.2 any act which has the effect of amending this Agreement.
- 1.3 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.