

Schedule of contractual authorities

Consultant Agreement

1. Refer to [Notes](#) regarding use of these authorities.

Guidance notes

- Clauses and clause numbering in the agreement may differ from this schedule. Revise this schedule if required to correspond with the agreement.
- Remove these guidance notes when the schedule is complete.

Clause title	Clause No	Authorities (Consultant Conditions of Agreement)	Principals approval required?	Comments or restrictions
Consultants Obligations				
Alterations to Approved Documents	3.9	Approve alterations, addition to or omission from plans, drawings, design, layouts, designs, specifications or other material	Yes	
Co-operation by the Consultant	3.12	Direct Consultant to liaise, co-operate and confer with others	No	
Confidentiality	3.15	Give approval to issue any statement or communication, disclose any information, or make any representation directly or indirectly in connection with the Agreement	Yes	
	3.16	Approve disclosure of any Principals information marked as confidential	Yes	
Additional Services	3.18	Give written consent to incur costs listed in the Agreement Information	No	See 5.4
Subcontracting and Assignment	3.19	Give written approval to assign or subcontract Services	No	
Security of Premises	3.24	Give directions, procedures and policies relating to occupational health, safety and security pertaining to the Principals premises and facilities	No	
Access to Consultants Premises	3.25	Enter Consultants premises to inspect, discuss and assess material in connection with Services	No	
Principals Obligations				
Provide Information	4.1.1	Make available to the Consultant all relevant instructions, information, documents, specifications, plans, drawings and any other material and particulars	No	
	4.1.2	Answer queries made by the Consultant	Yes	If response may incur delays or additional cost

Clause title	Clause No	Authorities (Consultant Conditions of Agreement)	Principals approval required?	Comments or restrictions
Appoint a Representative	4.2	Nominate person in writing to act as the Principals Representative	Yes	
Payment				
Payment	5.1	Pay the Consultant	Not Project Manager role	See 5.7
Right of Set-Off	5.2	Deduct from amounts otherwise payable to the Consultant any amount due	Yes	
Reimbursable Expenses	5.4	Reimburse reasonable cost, fees or charges set out in Item 10 of the Agreement Information	No	See 3.18
Timing of Payment	5.6	Provide a payment schedule to the Consultant	No	Copy to the Principal for payment. Inform the Principal if withholding any payment
	5.7	Pay the Consultant	Not Project Manager role	
Recipient Created Tax Invoices	5.12.2	Enter into Voluntary Agreement	Not Project Manager role	Principals action
	5.14	Notify the Consultant if it ceases to be registered or if it ceases to satisfy any requirements for the issue of Recipient Created Tax Invoices	Yes	On advice from the Principal
	5.15	Issue Recipient Created Tax Invoices and Adjustment Notes	No	Copy to Principal
Pay as You Go	5.20	Withhold tax from payments	No	Advise the Principal.
Variations				
Proposed Variation	6.1	Instruct a variation in writing	Yes	
	6.3	Resolve price and time implications of the proposed variation	Yes	See 6.1
	6.4	Request Consultant to advise of its price for a proposed variation and effect on time to complete the Services, or any other matter specified in the request	No	
	6.5	Agree that a variation applies	Yes	
		Agree on price and effect on time to complete the Services	Yes	
	6.6	Adjust Fee to account for the price of a variation	No	
Copyright and Intellectual Property				

Clause title	Clause No	Authorities (Consultant Conditions of Agreement)	Principals approval required?	Comments or restrictions
Vesting	7.1	Request to vest title or Intellectual Property in the Principal	Yes	
Limitations	7.6	Approve Consultants use of Contract Material for the purposes of other than the Agreement	Yes	
Insurance				
Professional Indemnity Insurance	9.1	Approve insurer	No	
Public Liability	9.4.1	Approve insurer and conditions	No	
Inspection of Records				
Access	10.2	Request Consultant to give the Principal access to, or verified copies of, any information which may substantiate and verify a claim	No	
Termination				
Termination by the Principal other than for default by Consultant	11.1	Terminate Services by written notice	Not Project Manager role	Advise Principal
	11.2.2	Give reasonable directions in relation to performance of the Agreement	No	Inform the Principal
	11.3	Require supporting information	No	Advise Principal on the Fee
Termination by the Principal for default by Consultant	11.4, 11.5	Terminate Agreement by written notice	Not Project Manager role	Advise Principal
Termination by the Consultant	11.5	Remedy the default	Yes	
	11.6	Propose steps reasonably acceptable to the Consultant to remedy the default	Yes	
	11.7	Pay prescribed amounts	Not Project Manager role	Advise Principal
Adjustment of the Fee on Termination	11.10, 11.11, 11.12	Pay the Consultant	Not Project Manager role	Advise Principal
Dispute Resolution				
Nomination	12.1	Resolve dispute by negotiation	Yes	
	12.1	Submit dispute to expert determination	Not Project Manager role	Refer immediately any matters to the Principal
		Agree with Consultant on Expert		
		Request nomination of Expert		

Clause title	Clause No	Authorities (Consultant Conditions of Agreement)	Principals approval required?	Comments or restrictions
Submissions	12.2	Submit claim or response to Expert		or advise as required
Procedure	12.3	Meet with Expert and provide answers		
Determination	12.5	Give notice of dissatisfaction of Experts decision		
Costs	12.7	Bear half the Experts fee		
Notices				
	13.1	Give notice under the Agreement	Yes	