

SCHEDULES

SCHEDULE 4

Section 22.

COMMISSIONER: FURTHER PROVISION

Terms and conditions

1. The terms and conditions of appointment applicable to the Commissioner may include provision for superannuation benefits, pensions and gratuities.

Documents

2.—(1) The application of the seal of the Commissioner is to be authenticated by the signature of—

- (a) the Commissioner; or
- (b) any person authorised by the Commissioner for that purpose.

(2) A document purporting to be duly executed under the seal of the Commissioner or to be signed on the Commissioner's behalf may be received in evidence and, unless the contrary is proved, is to be taken to be so executed or signed.

Support and accommodation

3.—(1) The Commission shall provide the Commissioner with such administrative and other support, including staff, services and accommodation, as the Commissioner may reasonably require for the purpose of discharging the functions imposed on the Commissioner by this Act.

(2) From time to time, and in any case before providing any support under subparagraph (1), the Commission shall consult the Commissioner about such support so as to secure that such provision (and in particular the duties of the staff of the Assembly and the separation of the Commissioner's work from the business of the Assembly or of the Commission) does not call into question the Commissioner's independence.

Goods and services

4.—(1) The Commissioner may, on such terms as the Commissioner may determine, secure the provision of such goods or services as the Commissioner considers necessary for assisting in the exercise of the Commissioner's functions.

(2) The Commissioner may enter into arrangements with any public body or holder of a public office, upon such terms as the Commissioner and such body or office holder may agree, for the provision by that body or office holder of such services as the Commissioner considers necessary for assisting in the exercise of the Commissioner's functions.

General Powers

5. The Commissioner may do anything (except borrow money or employ staff) which is calculated to facilitate the carrying out of the Commissioner's functions or is incidental or conducive to the carrying out of those functions.

Financial Prudence

6.—(1) The Commissioner shall, in relation to any liability which the Commission may be required to discharge under paragraph 4, 5 or 9(b) or (c), consult the Commission and must do so—

- (a) if reasonably practicable, before incurring the liability in question,
- (b) if not, as soon thereafter as is reasonably practicable.

(2) The Commissioner's duty to consult the Commission under sub-paragraph (1) may be discharged in relation to a particular liability either—

- (a) by providing the Commission with particulars of the liability in question,
or
- (b) by notifying the Commission that liabilities may be incurred of such description and maximum total amount as may be specified in the notification.

(3) The Commissioner shall have regard to any representations which the Commission may make when consulted under sub-paragraph (1).

Annual Report

7. The Commissioner shall, as soon as practicable after the end of each financial year, lay before the Assembly a report on the Commissioner's activities, including the use of resources, during that financial year.

Financial Information

8. The Commissioner shall provide the Commission with such information about the Commissioner's financial affairs and transactions as the Commission may reasonably require.

Funding

- 9.** The Commission shall—
- (a) pay such sums as are payable in accordance with the Commissioner's terms and conditions of appointment;
 - (b) pay or reimburse any expenses properly incurred by the Commissioner; and
 - (c) indemnify the Commissioner in respect of any payments agreed under section 28(5) or any other liabilities incurred by the Commissioner.

Validity of actions

10. The validity of the exercise of any function of the Commissioner is not affected by a defect in the appointment of the Commissioner.