Sydney Metropolitan Bus Service Contract

Schedule 8: Contract Buses and Contract Depots
1 Definitions and Interpretation

1.1 In this Schedule:

(a) all terms that have defined meanings in the Contract have the same meaning in this Schedule as they do in the Contract;

(b) a reference to a Clause is a reference to a Clause in the Contract; and

(c) a reference to a paragraph is a reference to a paragraph in this Schedule.

1.2 In this Schedule, the following words have the following meanings:

RMS Clean Fleet Program means the clean fleet program developed by RMS, details of which are available at http://www.rta.nsw.gov.au/heavyvehicles/cleanfleet/index.html.

Sydney Metropolitan Bus Service Contract Specification means the Bus Specification published by TfNSW, as amended by TfNSW from time to time.

2 Contract Buses

2.1 In accordance with Clause 13.1(a) of the Contract, the Operator must only use Contract Buses in the performance of the Contract Bus Services.

3 Standard of Contract Buses and Contract Bus Fleet

3.1 The standards for Contract Buses which the Operator must comply with under clause 13.1(d) of the Contract are contained in this paragraph 3.

3.2 The Contract Bus Fleet must:

(a) Not exceed an average age of 12.0 years at any time during the Term; and

(b) Not include any Bus that has reached an age that exceeds 25 years from build date, as displayed on the Bus manufacturers’ Australian Design Rules compliance plate (noting that, for certain older Buses with separate chassis compliance plates and body compliance plates, the date of manufacture is that which appears on the chassis compliance plate); and

(c) Be accredited under the RMS Clean Fleet Program.

3.3 All Contract Buses must at all times comply with:

(a) the terms of the Contract;

(b) the Road Transport (Vehicle Registration) Regulations 1998 (NSW);

(c) all environmental and safety standards applicable at the time of registration of each Bus; and

(d) the RMS Clean Fleet Program;

3.4 All New Buses must comply with the Sydney Metropolitan Bus Service Contract Specification.
3.5 All Contract Buses must:
(a) be clean and tidy at the commencement of operation each day;
(b) if during the course of operation on any day, a Contract Bus becomes so unclean as to cause discomfort to passengers, not be used again until it is cleaned;
(c) be in a safe operating condition at all times and, in particular, must be maintained, equipped and operated in compliance with the Law as it applies to Buses and the operation of Bus services in New South Wales,
(d) be operated in accordance with the Bus manufacturer's specifications, recommendations and service standards; and
(e) be operated and maintained in compliance with the Operator’s Accreditation.

4 Uniform livery requirements
4.1 The uniform livery requirement are contained at Annexure 5 to this Schedule.
4.2 For the purposes of Clause 25.5(a) of the Contract, the following Contract Buses must comply with the uniform livery requirements throughout the Term:
(a) All New Buses must comply with the uniform livery requirements;
(b) All Transfer In Contract Buses that complied with the uniform livery requirements at the time of transfer must continue to comply with the uniform livery requirements; and
(c) All Existing Buses that complied with the uniform livery requirements as at 1 July 2012 must continue to comply with the uniform livery requirements.
4.3 Any Transfer In Contract Bus that did not comply with the uniform livery requirements at the time of transfer and any Existing Bus that did not comply with the uniform livery requirements as at 1 July 2012 is not required to comply with the uniform livery requirements during the Term, provided that:
(a) All such Buses are of single common livery; and
(b) That livery is approved by TfNSW.
4.4 For the avoidance of doubt, operator-specific liveries used by Bus Operators under an Existing Service Contract shall be deemed to be approved liveries for the purposes of paragraph 4.3.
4.5 TfNSW may change the uniform livery requirements, by notice to the Operator, from time to time.

5 End of Term Requirements
5.1 On or within the period of 30 days immediately preceding the Termination Date, the Operator must:
(a) in respect of any Transfer Out Contract Bus that is a Sale Bus:
(1) sell;
(2) transfer full legal and beneficial title to; and

(3) deliver possession of,

such Transfer Out Contract Bus to a TfNSW Lessor or the Successor Operator; and

(b) in respect of any Transfer Out Contract Bus that is a Novation Bus:

(1) novate the Bus Lease in respect of; and

(2) deliver possession of,

such Transfer Out Contract Bus to a TfNSW Lessor or the Successor Operator,

in each case as required by TfNSW and on terms otherwise acceptable to TfNSW.

5.2 The Operator agrees that the amount payable by the TfNSW Lessor or the Successor Operator to the Operator in respect of the:

(a) sale of a Transfer Out Contract Bus (as contemplated under paragraph 5.1(a)) will be the Vehicle Termination Payment as determined by TfNSW in accordance with paragraph 4.7(a) of the Payment Schedule; and

(b) novation of a Bus Lease in respect of a Transfer Out Contract Bus (as contemplated under paragraph 5.1(b)) will be the Vehicle Termination Payment as determined by TfNSW in accordance with paragraph 4.7(b) of the Payment Schedule.

6 Contract Depot Standards

6.1 For the purposes of Clause 13.2 of the Contract, the Operator must ensure that Existing Depots and New Depots are:

(a) maintained and repaired in such a way so as to ensure that they are always in a condition which enables the Operator to comply with its obligations under this Contract;

(b) maintained in a condition which enables them to be safely used for their intended purpose; and

(c) compliant with all relevant Laws applicable to land use where Contract Depots are located.
List of Schedule 8 Annexures

Annexure 1 – List of Transfer In Contract Buses
Annexure 2 – List of Existing Contract Buses
Annexure 3 – List of Growth Contract Buses
Annexure 4 – List of Replacement Contract Buses
Annexure 5 – Uniform Livery Requirements
Annexure 6 – Existing Depots
Annexure 7 – Depot Head Lease
Annexure 8 – Operator Bus Lease Direct Agreement
Annexure 9 – Operator General Financier Direct Agreement
Annexure 10 – Bus Leases
List of Transfer In Contract Buses

The List of Transfer In Contract Buses will be finalised during the Transition Period. Once the list has been finalised, the Parties will sign and annex the list to this Annexure 1 and that list will be taken to be the content of this Annexure 1 for the remainder of the Term.
Schedule 8 - Annexure 2

List of Existing Contract Buses

The List of Existing Contract Buses will be finalised during the Transition Period. Once the list has been finalised, the Parties will sign and annex the list to this Annexure 2 and that list will be taken to be the content of this Annexure 2 for the remainder of the Term.
Schedule 8 - Annexure 3

List of Growth Contract Buses

The List of Growth Contract Buses will be created and modified by agreement of the Parties, as required, during the Term. Once the list has been created or modified, the Parties will sign and annex the list to this Annexure 3 and that list will be taken to be the content of this Annexure 3 for the remainder of the Term, unless further modified by the Parties.
Schedule 8 - Annexure 4

List of Replacement Contract Buses

The List of Replacement Contract Buses will be created and modified by agreement of the Parties, as required, during the Term. Once the list has been created or modified, the Parties will sign and annex the list to this Annexure 4 and that list will be taken to be the content of this Annexure 4 for the remainder of the Term, unless further modified by the Parties.
Uniform Livery Requirements

Two Door City Bus:
Body manufacturer is example only.
**Controlled Access Bus**
Body manufacturer is example only.

**Articulated Bus**
Body manufacturer is example only.
Metrobus Livery:
List of Existing Depots

The List of Existing Depots will be finalised during the Transition Period. Once the list has been finalised, the Parties will sign and annex the list to this Annexure 6 and that list will be taken to be the content of this Annexure 6 for the remainder of the Term.
Schedule 8 – Annexure 7

Depot Headlease
Schedule 8 – Annexure 8

Operator Bus Lease Direct Agreement
Schedule 8 – Annexure 9

Operator General Financier Direct Agreement
Schedule 8 – Annexure 10

Bus Leases

The List of Bus Leases will be created during the Transition Period. Once the list has been created, the Parties will sign and annex the list to this Annexure 10 and that list will be taken to be the content of this Annexure 10 for the remainder of the Term, unless further modified by agreement of the Parties.