



**Transport  
for NSW**

# Goods and Services Agreement

For the supply of sanitisation services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood and Macquarie Park

Dated



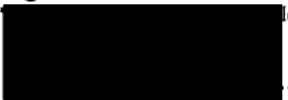

**Transport for NSW** ("TfNSW")



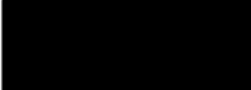

**Z180510 Pty Ltd trading as Olinga Services** ("Supplier")

Contract Reference Number

Parties	TfNSW and Supplier	
TfNSW	Name	Transport for NSW
	ABN	18 804 239 602
	Address	20 Ennis Rd Milsons Point, New South Wales, 2061
Supplier	Name	Z180510 Pty Ltd trading as Olinga Services
	ABN	64 617 919 105
	ACN	617 919 105
	Address	Unit 1, 24 Arthur St, Lavender Bay, New South Wales 2060
Date of Agreement		

EXECUTED as an agreement.

<p><b>EXECUTED by Z180510 Pty Ltd trading as Olinga Services (ACN 617 919 105) in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:</b></p> <p>.....    .....    .....  Name of director (block letters)</p>	<p>.....  Signature of director/company secretary*</p> <p></p> <p>.....  Name of director/company secretary* (block letters)</p> <p><small>*delete whichever is not applicable</small></p> <p>  Date 24/12/20</p>
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<p><b>Signed for and on behalf of Transport for NSW (ABN 18 804 239 602) by its authorised delegate in the presence of:</b></p>	<p></p>
<p></p>	<p>Signature of Delegate</p> <p></p>
<p>Signature of witness</p>	<p>Name &amp; Title of Delegate</p>
<p>Full name of witness </p>	<p>Date 24/12/2020</p>

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## Contract Details

<b>Commencement Date (Clause 2)</b>	25 December 2020
<b>Initial Term (Clause 2)</b>	Period beginning on the Commencement Date and ending on 31 March 2021
<b>Further Term (Clause 2)</b>	3 months and with the option to exercise the 3 month extension up to three times.
<b>Addresses for performance of Sanitisation Services</b>	<ul style="list-style-type: none"><li>• Bay D of the bus interchange known as the “Blacktown Bus Interchange” located on Main St, Blacktown NSW 2148 (the <b>Blacktown Interchange</b>);</li><li>• Bay A of the bus interchange known as the “Liverpool Interchange” located on the Liverpool Parramatta Transitway, Liverpool NSW 2170 (the <b>Liverpool Interchange</b>);</li><li>• Bay B of the bus interchange known as the “Chatswood Bus Interchange” located on Orchard Street, Chatswood NSW 2067 (the <b>Chatswood Interchange</b>);</li><li>• Bay D of the bus interchange known as the “Hornsby Bus Interchange” located on Station Street, Hornsby NSW 2077 (the <b>Hornsby Interchange</b>);</li><li>• Bay B of the bus interchange known as the “Epping Bus Interchange” located on Cambridge Street, Epping NSW 2121 (the <b>Epping Interchange</b>);</li><li>• Bay B of the bus interchange known as the “Circular Quay Bus Interchange” located Young Street, Sydney NSW 2000 (the <b>Circular Quay Interchange</b>);</li><li>• Bays A and D of the bus interchange known as the “Macquarie Park Bus Interchange” on Herring Road, Macquarie Park NSW 2113 (the <b>Macquarie Park Interchange</b>);</li><li>• Bay D of the bus interchange known as the “Penrith Bus Interchange” on Station Street, Penrith NSW 2750 (the <b>Penrith Interchange</b>);</li><li>• Bays A and B of the bus interchange known as the “Hurstville Bus Interchange” on Woodville Street, Hurstville NSW 2220 (the <b>Hurstville Interchange</b>);</li></ul>

- Bay C of the bus interchange known as the “Campbelltown Bus Interchange” on Hurley Street, Campbelltown NSW 2560 (the **Campbelltown Interchange**); and
- Bay B of the bus interchange known as the “Burwood Bus Interchange” on Railway Parade, Burwood NSW 2134 (the **Burwood Interchange**),

(each a **Bus Interchange** and together, the **Bus Interchanges**)

<b>Invoice Timing (Clause 8.2)</b>	For all invoices, the first Monday after delivery of the Services for the relevant month.	
<b>Security (Clause 10.4)</b>	Criminal record search and investigation required? <input type="checkbox"/> Yes, for all Supplier Personnel involved in: <input checked="" type="checkbox"/> No <input type="checkbox"/> Manufacturing of the Goods <input type="checkbox"/> Packaging of the Goods <input type="checkbox"/> Delivery of the Goods <input type="checkbox"/> Planning of the Services <input type="checkbox"/> Performance of the Services <input type="checkbox"/> Other: _____ of the Goods <input type="checkbox"/> Other: _____ of the Services  Deed of Confidentiality required? <input type="checkbox"/> Yes, for all Supplier Personnel involved in: <input checked="" type="checkbox"/> No <input type="checkbox"/> Manufacturing of the Goods <input type="checkbox"/> Packaging of the Goods <input type="checkbox"/> Delivery of the Goods <input type="checkbox"/> Planning of the Services <input type="checkbox"/> Performance of the Services <input type="checkbox"/> Other: _____ of the Goods <input type="checkbox"/> Other: _____ of the Services	
<b>IP Ownership (clause 14.4)</b>	Option A - TfNSW Owns New IP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Option B – Supplier Owns New IP but TfNSW has Exclusive Use Licence	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Option C – Supplier Owns New IP but TfNSW has Non-Exclusive Use Licence	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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**TfNSW  
Representative  
(Clause 16) and  
notices (Clause 25)**

Name: [REDACTED]  
Position: Director, Enhanced Cleaning  
Program - Operations, Safety,  
Environment and Regulation  
Address: 20-44 Ennis Road, Milsons  
Point NSW 2061  
Email: [REDACTED]

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**Supplier  
Representative  
(Clause 16) notices  
(Clause 25)**

Name: [REDACTED]  
Position: General Manager  
Address: Unit 1, 24 Arthur Street,  
Lavender Bay NSW 2060  
Email: info@olinga.com.au

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**Reports  
(Clause 16.3)**

**Reporting Data** means the following information in respect of each Sanitised Vehicle on that Service Day:

- the address of the interchange;
- the date of the relevant Service Day;
- in respect of each Sanitised Vehicle on that Service Day:
  - the registration number;
  - the route number;
  - the name of the corporate owner;
  - the seated capacity (as displayed on the back of the Sanitised Vehicle);
  - the duration in minutes of the Layover Period;
  - the time (in minutes) it takes to complete the Sanitisation Services;
  - where Sanitisation Services are incomplete, what sections of the Eligible Vehicle were not sanitised and the reason why Sanitisation Services were not completed;
  - whether the driver of the Sanitised Vehicle consented to the sanitisation of the driver's compartment; and
  - the name of the Supplier Personnel entering the above information in respect of that Sanitised Vehicle; and
- such other information as notified by TfNSW from time to time.

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**Review meetings  
(Clause 16.4)**

Weekly

**Transition Plan  
Submission Date  
(Clause 27.1)**

2 weeks from the Commencement Date

**Insurance Policies  
(Clause 19.1)**

TYPES OF INSURANCES	MINIMUM SUM INSURED	TICK IF REQUIRED
Broadform Public and Products Liability	[REDACTED] for any single occurrence and unlimited in the aggregate as to the number of occurrences  The total aggregate liability during any one period of insurance for all claims arising out of the Supplier's Products shall not exceed [REDACTED]	<input checked="" type="checkbox"/>
Motor Vehicle Comprehensive or Third Party Property Damage	[REDACTED] for any single occurrence and unlimited in the aggregate as to the number of occurrences	
Workers Compensation	As required by the laws of each relevant State and Territory	<input checked="" type="checkbox"/>
Personal Accident & Illness	Minimum of 104 weeks but only required if the Supplier is a sole trader	
Professional Indemnity	[REDACTED] per occurrence	<input checked="" type="checkbox"/>
Fire and Extraneous Perils including Accidental Damage, Burglary, Theft and Transit Insurance (or similar Industrial Special Risks Insurance) whilst in the care, custody and control of the Supplier	\$TBA for any single occurrence and at least \$TBA in the aggregate as to the number of occurrences  A loss sub-limit of \$TBA on any single occurrence of burglary or theft	

For details of requirements for each policy see Attachment B.

**Important contractual notices  
(Clause 25.2 )**

**Important contractual notices under clause 25.2 must be copied to:**

1 If to TfNSW:

Copy to: [REDACTED]

(for notices under clause 25.2 only) 20 Ennis Rd  
Milsons Point  
New South Wales 2061

2 If to the Supplier:

Copy to: [REDACTED]

(for notices under clause 25.2 only) Unit 1, 24 Arthur St  
Lavender Bay  
New South Wales 2060

**Note: Under clause 25.2 important contractual notices are not permitted to be sent by facsimile or email.**

# General Terms

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## **1 Contract structure**

### **1.1 Overview**

This agreement is entered into between the parties pursuant to the piggybacking provision at clause 18.21 of the Outsourced Cleaning Services Contract SP2 & SP6 between Sydney Trains and the Supplier dated 21 November 2019. This agreement consists of the following parts:

- (a) these General Terms - the clauses of these General Terms set out the contractual framework under which the Supplier will perform the Services;
- (b) the Contract Details - the details set out the key commercial variables applicable to this agreement;
- (c) the Schedules - set out the detailed provisions relating to the Goods, Services and Service Levels; and
- (d) the other Attachments - sets out forms and other material relevant to this agreement.

### **1.2 No exclusivity**

The Supplier acknowledges that:

- (a) it is not the exclusive supplier of the Services, or services similar to the Services and TfNSW may at any time during the Term acquire such Services or any part of them from a third party; and
- (b) TfNSW is under no obligation to acquire any minimum quantity of Services under this agreement.

### **1.3 Priority**

If there is any inconsistency between any of the parts of this agreement, then the part listed higher in clause 1.1 (Overview) takes priority and applies over any part listed lower in that clause, but only to the extent of the inconsistency.

### **1.4 Definitions and interpretation**

The definitions used in this agreement and the rules of interpretation are set out in the Dictionary in Schedule 1.

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## **2 Term**

### **2.1 Term of Agreement**

This agreement commences on the Commencement Date and continues until expiry of the Initial Term unless terminated in accordance with this agreement.



## **2.2 Extension**

TfNSW may extend this agreement on the same terms and conditions for the Further Term by notifying the Supplier at least 30 days prior to expiry of the Initial Term

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## **3 Goods**

### **3.1 Specifications**

The Supplier must ensure that the Goods comply with the Specifications.

### **3.2 Assistance**

TfNSW may inspect and test the Goods upon delivery for compliance with the Specifications.

### **3.3 Errors and Defects**

If Goods used in the provision of the Services:

- (a) do not conform with this clause 3 (Goods); or
- (b) fail to comply with a representation or warranty specified in clause 17.2 (Representations and warranties in respect of Goods and Services),

then TfNSW, irrespective of whether it has paid the Charges, may reject the Goods by giving written notice to the Supplier (“**Rejection Notice**”).

### **3.4 Rejection Notice**

If a Rejection Notice is issued by TfNSW in respect of any Goods, in addition to any other rights TfNSW may have under this agreement or by law, the Supplier must, at TfNSW’s sole option:

- (a) immediately refund any moneys paid in advance as part of the Charges for the Goods (if applicable); or
- (b) immediately replace the Goods at its cost.

### **3.5 Stock Levels**

The Supplier must ensure that throughout the Term it maintains sufficient stock levels of Goods to meet obligations under this agreement.

### **3.6 Disposal of Goods**

Without limiting clause 17.2 (Representations and warranties in respect of Goods and Services), the Supplier must dispose of all Goods in compliance with all applicable laws, including those in respect of waste management and disposal.

### **3.7 No use of TfNSW Goods or Materials**

The Supplier must, and must ensure that its Personnel must not use any of TfNSW’s goods and/or materials.

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## **4 Services**

### **4.1 General**

The Supplier must provide the Services to TfNSW to a standard that meets or exceeds any applicable Services Levels in accordance with the terms and conditions of this agreement.

### **4.2 Incidental Services**

The Supplier must provide (without additional charge) any incidental or related services not specifically described in Schedule 2 (Services) or this agreement which are required for the proper performance or use of the Services described in this agreement.

### **4.3 Capability Levels**

The Supplier must ensure that throughout the Term it maintains sufficient capability and resources in relation to Services to meet its obligations under this agreement.

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## **5 Service Levels and Service Credits**

Where the Supplier fails to meet any Service Level, without limiting other rights and remedies available to TfNSW, the Supplier must at no additional cost to TfNSW promptly:

- (a) if requested by TfNSW, re-perform those Services which gave rise to the failure to meet the Service Level;
- (b) use all reasonable endeavours to correct the issue which caused the failure to meet the Service Level;
- (c) arrange all additional resources reasonably necessary to perform the Services in accordance with the Service Level as soon as practicable; and
- (d) if requested by TfNSW, provide at no charge to TfNSW a detailed report on the steps taken by the Supplier to prevent similar future non-compliance with the Service Levels.

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## **6 Other Supplier Obligations**

### **6.1 Standard of performance**

Without limiting the Supplier's obligations under this agreement, the Supplier must perform its obligations under this agreement:

- (a) in accordance with best industry practice;
- (b) with all due care, skill and diligence expected of a professional service supplier and in a proper and workmanlike manner; and
- (c) in a cost effective manner consistent with the required level of quality and performance.

## **6.2 Comply with requirements**

Without limiting the Supplier's obligations under this agreement, the Supplier must comply, and must ensure that the Supplier Personnel comply, with:

- (a) the Project Procedures;
- (b) the Supplier's Risk Management Plan;
- (c) all TfNSW standards, policies and procedures notified from time to time (other than any which are expressly inconsistent with this agreement);
- (d) all other reasonable requirements and directions of TfNSW in relation to the Goods and Services, including that the Supplier must reasonably co-operate with other TfNSW suppliers; and
- (e) the Supplier's own internal standards and policies (other than any which are inconsistent with this agreement).

Where there is any inconsistency between any of the requirements set out above, the requirement listed earlier prevails to the extent of the inconsistency.

## **6.3 SME Participation Plan and reporting**

- (a) This clause only applies where the Supplier has submitted a SMEPP to TfNSW.
- (b) The Supplier acknowledges that TfNSW has relied on the SMEPP in awarding this agreement to the Supplier.
- (c) The Supplier must comply with the requirements and commitments provided for in the SMEPP and take all steps reasonably required to enable TfNSW to monitor compliance by the Supplier with the SMEPP.
- (d) The parties acknowledge and agree that:
  - (i) TfNSW may establish mechanisms to monitor compliance by the Supplier with its commitments under the SMEPP; and
  - (ii) non-compliance by the Supplier of the SMEPP commitments will entitle TfNSW to terminate in accordance with clause 23.1 (Termination by TfNSW for cause).
- (e) The Supplier acknowledges that TfNSW may take into consideration non-compliance by the Supplier with the SMEPP when evaluating tenders submitted by the Supplier to TfNSW in the future for other agreements.
- (f) In this clause "SMEPP" refers to a Small & Medium Enterprise Participation Plan under the NSW Government's Small and Medium Enterprises Policy.

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## **7 TfNSW Obligations**

### **7.1 Promotion of Sanitisation Services**

- (a) TfNSW will undertake promotional activities to inform drivers of Eligible Vehicles that, in light of the COVID-19 pandemic, Sanitisation Services are to commence at the Bus Interchanges in addition to the regular cleaning already taking place at the Bus Interchanges.
- (b) The Supplier agrees to, upon TfNSW's reasonable request, assist with the promotional activities the subject of paragraph (a) immediately above.

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## **8 Charges, invoices and payments**

### **8.1 TfNSW will pay Charges**

Subject to this clause 8 (Charges, invoices and payments), in consideration of the Supplier purchasing the Goods and performing the Services, TfNSW will pay to the Supplier the Charges. The Supplier is not entitled to recover any charge or expenses additional to the Charges for the purchase of Goods, the performance of the Services, the provision of any benefit or the performance of any acts, even if required to do so under this agreement, unless the agreement provides otherwise.

### **8.2 Invoice Timing**

The Supplier will issue and invoice for the Charges in accordance with the Invoice Timing or if there is no Invoice Timing established for the relevant Services, then on completion of all Services, unless otherwise agreed in writing by TfNSW.

### **8.3 Payment of amounts due to or in respect of employees**

TfNSW may but is not obliged to (unless otherwise required by law) pay any amounts owing by the Supplier to or in respect of an employee of the Supplier who has carried out work in connection with this agreement provided that:

- (a) the time for payment has passed;
- (b) the Supplier has not given TfNSW a completed Contractor Statement in the form set out in Attachment A in respect of the period for which the amounts are owed; and
- (c) TfNSW first gives the Supplier not less than 5 Business Days' notice that it intends to make the payment.

Without limiting any rights TfNSW may have under section 127 of the *Industrial Relations Act 1996* (NSW), the Supplier must credit or pay the amount to TfNSW as required by clause 8.7 (Amounts due to TfNSW) at TfNSW's option.

#### **8.4 Payment of invoices**

TfNSW is not required to pay any amount to the Supplier unless it has received a correctly rendered invoice for that amount. TfNSW must pay each correctly rendered invoice within 7 days after receipt of that invoice.

#### **8.5 Correctly rendered invoice**

For the purposes of this agreement, an invoice is not correctly rendered unless:

- (a) the invoice is a Tax Invoice;
- (b) the amount claimed in the invoice is due for payment in accordance with clause 8.2 (Invoice Timing);
- (c) the amount claimed in the invoice is correctly calculated under this agreement;
- (d) the invoice includes the relevant TfNSW purchase order number, cost centre number and general ledger code and is set out in a manner that identifies the Goods and/or Services which the invoice covers and itemises each amount claimed, to a level of detail satisfactory to TfNSW acting reasonably;
- (e) the invoice is accompanied by documents that adequately demonstrate to TfNSW the Goods purchased, the Services that were performed and the basis on which the amounts are claimed;
- (f) the invoice is addressed to “Transport for NSW” with attention to the TfNSW Representative and identifies this agreement; and
- (g) the invoice is accompanied by a completed Contractor Statement in the form set out in Attachment A in respect of the period to which the invoice relates.

#### **8.6 Disputed invoices**

Where TfNSW considers that an invoice is not correctly rendered TfNSW will issue to the Supplier within 10 Business Days after receipt of the invoice a notice setting out the reasons and identifying any amounts which are in dispute.

#### **8.7 Amounts due to TfNSW**

Each amount payable by the Supplier to TfNSW under an indemnity, warranty, reimbursement, rebate or refund obligation, or default event under this agreement is a debt due and payable to TfNSW on demand. Any demand must be accompanied by any relevant verifying documentation and, if the amount payable is a taxable supply must be a Tax Invoice. At TfNSW’s option the Supplier must pay or credit the amount to TfNSW within 30 days after issue of the demand or in accordance with the time otherwise set out in this agreement.

## **8.8 Set off rights**

Without prejudicing any other rights available to TfNSW, TfNSW is entitled to set off against any amount due for payment by it to the Supplier any amount payable by the Supplier to TfNSW.

## **8.9 Payment does not affect other rights or obligations**

Payment of money under clause 8.1 (TfNSW will pay Charges) is not evidence:

- (a) that TfNSW accepts any Services under this agreement;
- (b) of any waiver by or estoppel against TfNSW in relation to any right or action which TfNSW may have at any time against the Supplier;
- (c) that the Supplier has carried out its obligations under this agreement;  
or
- (d) of the value of any of the Goods or Services.

---

# **9 Taxes and GST**

## **9.1 Taxes**

The Supplier is responsible for all Taxes arising from or relating to this agreement and must pay Taxes which are imposed on the Supplier arising from or relating to this agreement, directly to the relevant Government Agency, except for any income tax or capital gains tax payable by TfNSW.

## **9.2 Evidence of payment**

Where the Supplier pays Taxes imposed on TfNSW under clause 9.1 (Taxes), the Supplier must provide to TfNSW within 3 Business Days of payment a written notification evidencing, to the satisfaction of TfNSW, the full and timely payment of the relevant Taxes.

## **9.3 Indemnity**

The Supplier indemnifies TfNSW against any costs or expenses that TfNSW suffers or incurs as a result of the Supplier failing to meet its obligations under clause 9.1 (Taxes).

## **9.4 GST**

The parties agree that:

- (a) unless expressly stated otherwise, all amounts payable by TfNSW to the Supplier under this agreement are inclusive of GST;
- (b) if a supply under this agreement is subject to GST, and the consideration payable or to be provided for the supply is not inclusive of GST, then the party receiving the supply must pay to the party making the supply an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate;
- (c) the additional amount is payable at the same time as the consideration for the supply is payable;

- (d) if the additional amount differs from the amount of GST payable by the party making the supply, the parties must adjust the additional amount; and
- (e) if a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

## **9.5 Withholding tax**

If a law requires TfNSW to deduct an amount in respect of Taxes from a payment under this agreement, then:

- (a) TfNSW agrees to deduct the amount for the Taxes; and
- (b) TfNSW agrees to pay an amount equal to the amount deducted to the relevant Government Agency as required by applicable law and give the original receipts to the Supplier.

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## **10 Supplier Personnel**

### **10.1 Supplier Personnel**

The Supplier must ensure that the Supplier Personnel are suitably qualified, experienced and competent for their role in providing the Services.

### **10.2 Removal of Supplier Personnel**

Where required by TfNSW, the Supplier must remove and replace any particular Supplier Personnel as reasonably requested by TfNSW.

### **10.3 Information about Supplier Personnel**

If requested to do so by TfNSW, the Supplier must provide to TfNSW:

- (a) a list of any of the Supplier Personnel; and
- (b) accurate information about the identity, qualifications, job history and character of each of the Supplier Personnel.

### **10.4 Security**

*Not used.*

### **10.5 Criminal record search and investigation**

*Not used.*

### **10.6 Consent from Supplier Personnel**

*Not used.*

### **10.7 Inability to obtain consent**

*Not used.*

#### **10.8 No access where there has been a Relevant Offence**

The Supplier must not allow a member of the Supplier Personnel to perform work in connection with this agreement without the written consent of TfNSW if:

- (a) the Supplier has reliable evidence that the person has a criminal conviction or has served a custodial sentence and that conviction occurred, or any part of that sentence was served, in the previous 10 years anywhere in the world; or
- (b) the Supplier has reliable information indicating that a trial is currently underway against the person which could result in a conviction of that person for an offence which is or could be a Relevant Offence.

#### **10.9 Supplier becomes aware of information**

If, after the Supplier has allowed a person to perform work in connection with the agreement, the Supplier becomes aware of information of the type referred to in clause 10.8 (No access where there has been a Relevant Offence), then the Supplier must immediately notify TfNSW and the Supplier must take such reasonable action as TfNSW requests in relation to the person including, without limitation, replacing that person with a person who is acceptable to TfNSW within a reasonable time of TfNSW's request to do so and without inconvenience or cost to TfNSW.

#### **10.10 Removal of unsuitable Supplier Personnel**

If, as a result of any breach of the security or privacy obligations contained in this agreement, TfNSW is of the reasonable opinion that any of the Supplier Personnel is unsuitable to undertake work in respect of this agreement, then TfNSW may request the Supplier to remove that person from the performance of this agreement. If TfNSW makes such a request, then the Supplier will provide replacement personnel reasonably acceptable to TfNSW within a reasonable time of TfNSW's request and without inconvenience or cost to TfNSW.

#### **10.11 Certification**

Within 5 Business Days of each anniversary of the Commencement Date or otherwise on request by TfNSW, the Supplier must certify that, as at the relevant date, the Supplier has and is complying with clauses 10.5 (Criminal record search and investigation) to 10.10 (Removal of unsuitable Supplier Personnel).

#### **10.12 Obligations subject to law**

Neither party is required to comply with clauses 10.5 (Criminal record search and investigation) to 10.10 (Removal of unsuitable Supplier Personnel) to the extent that compliance would result in a contravention of any legal requirement with which the party is required to comply.

#### **10.13 No poaching**

From the Commencement Date until 12 months after expiry of the Term, neither party may solicit for employment, or independent contract for the provision of services, any employee of the other party who is involved in the performance of that party's obligations under this agreement. Nothing in this



clause prevents TfNSW from employing or contracting any person through a publicly advertised recruitment or procurement process.

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## **11 Business continuity and disaster recovery**

### **11.1 Develop plan**

Within 2 weeks from the Commencement Date, the Supplier must develop a draft Business Continuity Plan and provide it to TfNSW for review. The draft Business Continuity Plan must detail how the Supplier would continue to supply the Services to TfNSW if a Disaster Recovery Event occurs. The Supplier must ensure that the draft Business Continuity Plan:

- (a) enables the Services to be provided in accordance with this agreement except as specifically agreed by TfNSW;
- (b) reflects best industry practice in relation to the planned continued provision of the Services to TfNSW where there is a Disaster Recovery Event; and
- (c) defines relevant Disaster Recovery Events.

The Supplier must make all changes reasonably required by TfNSW to the draft Business Continuity Plan to create the Business Continuity Plan.

### **11.2 Update plan**

The Supplier must ensure at all times that the Business Continuity Plan is up-to-date and reflects the current Services.

### **11.3 Disaster Recovery Event**

On the occurrence of a Disaster Recovery Event, the Supplier must immediately implement the Business Continuity Plan. The Supplier must continue to provide the Services to the relevant Service Levels unless otherwise specified or allowed for in the Business Continuity Plan.

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## **12 Sub-contracting**

### **12.1 Subcontracting**

The Supplier must not sub-contract any of its obligations under this agreement without the prior written approval of TfNSW. TfNSW may give or withhold its approval in its absolute discretion and may impose conditions on its approval.

### **12.2 Responsibility for Subcontractors**

The Supplier is responsible for all acts and omissions of Subcontractors as if they were those of the Supplier and the Supplier indemnifies TfNSW against all costs, expenses and liabilities incurred by TfNSW in connection with the acts or omissions of any Subcontractors.

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## **13 Change control**

### **13.1 Change request**

Either party may request a change to:

- (a) this agreement;
- (b) the scope or description of any Goods or Services; or
- (c) the requirements of Schedule 2 (Services);

(each a “**Change**”) by issuing a notice in writing to the other party.

### **13.2 Change request by TfNSW**

If a Change is requested by TfNSW, the Supplier must provide to TfNSW within 5 Business Days of receiving the notice of request, or such other period as the parties may agree, a Change Proposal which complies with clause 13.5 (Requirements for Change Proposal).

### **13.3 Change request by Supplier**

If the Change is requested by the Supplier, the Supplier must include a Change Proposal with the request for Change or provide the Change Proposal at such later date as the parties may otherwise agree.

### **13.4 Assistance from TfNSW**

Where the Supplier requires information from TfNSW in order to properly prepare a Change Proposal, TfNSW will provide all such information reasonably requested within a reasonable period from the date of the request.

### **13.5 Requirements for Change Proposal**

Each Change Proposal must:

- (a) set out a full description of the Change; and
- (b) specify all changes to the relevant Charges, the relevant timeframes and any other conditions which the Supplier reasonably requires in order to perform the Change and must detail reasons for those changes.

Any adjustment to the Charges must be based on the Supplier’s actual direct costs as a result of the Change, including a reasonable profit allowance.

### **13.6 Acceptance or rejection of a Change Proposal**

TfNSW may accept or reject a Change Proposal at any time within 10 Business Days of receiving the Change Proposal. Where TfNSW accepts a Change Proposal, the parties will execute a Change Notice on those terms and this agreement will be varied accordingly, with effect from the date of execution of the Change Notice.

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## **14 Intellectual Property Rights**

### **14.1 Existing Intellectual Property Rights**

All Intellectual Property Rights of the parties existing before the date of this agreement will be retained by the relevant party.

#### **14.2 Licence for TfNSW to Use Existing Supplier IP**

The Supplier grants to TfNSW, for the Term, a royalty-free, non-exclusive, irrevocable licence:

- (a) to Use the Supplier IP to the extent necessary to receive the full use and benefit of the Services; and
- (b) sub-licence any of the rights granted under (a) to any person, but only in relation to the use or benefits of the Services.

#### **14.3 Licence for Supplier to Use Existing TfNSW IP**

TfNSW grants to the Supplier, and to the extent necessary any relevant Subcontractor, for the Term, a royalty-free, non-exclusive, non-transferable licence to Use TfNSW IP only to the extent necessary to provide the Services.

#### **14.4 New Intellectual Property Rights**

The Contract Details determine whether Option 1, 2 or 3 applies.

##### **(a) Option 1 – TfNSW Owns New IP**

The Supplier assigns or will procure the assignment to TfNSW, on creation:

- (i) Intellectual Property Rights in all modifications made to TfNSW IP by the Supplier or its Subcontractors; and
- (ii) all other Intellectual Property Rights created by the Supplier or its Subcontractors in the performance of the Services.

##### **(b) Option 2 – Exclusive Licence to TfNSW to Use New IP**

*Not used.*

##### **(c) Option 3 – Non-exclusive Licence to TfNSW to Use New IP**

*Not used.*

#### **14.5 Confidentiality**

Nothing in clause 14.2 (Licence for TfNSW to Use Existing Supplier IP) and 14.3 (Licence for Supplier to Use Existing TfNSW IP) removes or limits the obligations of confidentiality under clause 15 (Confidentiality, Privacy and Data Management).

#### **14.6 Know-how use**

Subject to clause 15 (Confidentiality, Privacy and Data Management) and clause 14.1 (Existing Intellectual Property Rights), each of TfNSW, the Supplier and any Subcontractor will be free to use its general knowledge, skills and experience and any ideas, concepts, know-how, methodologies and techniques related to the scope of the Goods, Services or this agreement.

## 14.7 Indemnity

The Supplier must (either directly itself or by procuring sub-contractors to do so):

- (a) at TfNSW's request and sole option:
  - (i) defend at no cost to TfNSW, all Infringement Claims; or
  - (ii) provide, at no cost to TfNSW, all reasonable assistance required by TfNSW to defend any Infringement Claim;
- (b) indemnify TfNSW against all costs (including legal costs on a solicitor and own client basis), losses, damages and expenses that TfNSW may sustain or incur as a result of an Infringement Claim; and
- (c) satisfy any settlement of or judgement given in an Infringement Claim.

## 14.8 Other remedies

Without limiting any other rights TfNSW may have, if, as a result of any Infringement Claim, TfNSW is prevented from using the results of the Services, the Supplier must, at TfNSW's option and at the Supplier's cost:

- (a) promptly procure for TfNSW the right to use the results of the Services (as applicable) on reasonable commercial terms as contemplated under this agreement free of any claim or liability for infringement;
- (b) promptly procure for TfNSW replacement goods or materials which comply with the relevant Specifications; or
- (c) promptly modify the Goods or materials so that they cease to infringe those rights (while still complying with the applicable Specifications).

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# 15 Confidentiality, Privacy and Data Management

## 15.1 Disclosure of Confidential Information

A party who receives Confidential Information ("**Recipient**") must not disclose the Confidential Information supplied by the other party ("**Discloser**") to any person except:

- (a) its Representatives who require the Confidential Information for the purposes of this agreement; or
- (b) to enable the Recipient to obtain professional advice in relation to this agreement; or
- (c) with the consent of the Discloser; or
- (d) if the Recipient is required to do so by law or by a lawful requirement of any government or governmental body, authority or agency having authority over the Recipient or by a stock exchange; or

- (e) if the Recipient is required to do so in connection with legal proceedings relating to this agreement or other agreement between the parties.

## **15.2 Permitted disclosures**

If the Recipient discloses the Discloser's Confidential Information under clause 15.1(a) or 15.1(c) then:

- (a) it must use its best endeavours to ensure that persons receiving the Confidential Information from it do not disclose the information except in the circumstances permitted in clause 15.1 (Disclosure of Confidential Information);
- (b) the Discloser may at any time require the persons receiving the Confidential Information to give written undertakings relating to the non-disclosure of the Confidential Information and the Recipient must arrange for all such undertakings to be given promptly; and
- (c) the Recipient must reserve the right to demand immediate delivery of all documents or other materials in its possession, power or control or in the possession, power or control of the third party who has received Confidential Information from it containing or referring to that Confidential Information.

## **15.3 Use of Confidential Information**

The Recipient must not use the Discloser's Confidential Information except for the purpose of exercising the Recipient's rights or performing its obligations under this agreement or any other agreement between the parties.

## **15.4 Return of Confidential Information**

On the Discloser's request, the Recipient must immediately deliver to the Discloser or destroy all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control, or in the possession, power or control of persons who have received Confidential Information from the Recipient, except to the extent that:

- (a) the Recipient requires the Confidential Information for the purpose of performing its obligations or exercising its rights under this agreement or other agreement between the parties; or
- (b) the Recipient is otherwise entitled to retain the Confidential Information.

## **15.5 No disclosure of the terms of this agreement**

Except as otherwise agreed or required by law, any regulatory authority or stock exchange, neither party may disclose the terms of this agreement to any person other than its Representatives on a confidential basis.

## **15.6 Access to Information**

- (a) This clause 15.6 only applies to the extent that the Supplier is required to provide goods or services to the public on behalf of TfNSW.

- (b) Within 3 days of receiving a written request by TfNSW the Supplier must provide TfNSW with immediate access to information referred to in s. 121(1) of *Government Information (Public Access) Act 2009 (NSW)* (but excluding information referred to in s.121(2) of *Government Information (Public Access) Act 2009 (NSW)*) contained in records held by the Supplier at the Supplier's expense and in such medium as TfNSW may reasonably require. This is an essential term of this agreement.
- (c) TfNSW will consult with the Supplier before releasing any information obtained from the Supplier where required under s.54 of *Government Information (Public Access) Act 2009 (NSW)*.

#### **15.7 Disclosure of details of TfNSW contracts with the private sector**

- (a) The Supplier acknowledges that TfNSW may be required to publish certain information concerning this agreement in accordance with ss 27 – 35 of *Government Information (Public Access) Act 2009 (NSW)*.
- (b) If the Supplier reasonably believes that any part of this agreement contains information which is commercial-in-confidence or could reasonably be expected to affect public safety or security, then the Supplier should immediately advise TfNSW in writing, identifying the provisions and providing reasons so that TfNSW may consider seeking to exempt those provisions from publication.

#### **15.8 Publicity**

The Supplier may only make press or other announcements or releases about this agreement and the transactions related to it:

- (a) with the express, written approval of TfNSW; or
- (b) as required to be made by law or the rules of a stock exchange provided that the Supplier gives TfNSW as much prior notice as is reasonably practicable and the opportunity to review and comment on the form and text of the disclosure before the disclosure is made.

#### **15.9 Compliance with privacy requirements**

The Supplier must:

- (a) comply with TfNSW's privacy policy (and each specific privacy policy of TfNSW in relation to the collection and/or handling of personal or private information relating to third parties including the obtaining of any necessary consents to its use by TfNSW or by third parties) as notified in writing to the Supplier from time to time as if it were bound by that policy;
- (b) comply with the *Privacy Act 1988 (Cwlth)* and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were regulated by those laws;
- (c) comply with all directions by TfNSW:

- (i) relating to the means by which TfNSW complies with the *Privacy and Personal Information Protection Act 1998* (NSW), TfNSW's privacy policy, and all other applicable laws, codes and privacy policies; and
- (ii) co-operate with TfNSW in the resolution of any complaint alleging a breach of such laws, codes or privacy policy.

#### **15.10 Provide information**

At TfNSW's request, the Supplier will promptly provide all reasonable assistance to enable TfNSW to comply with its obligations under this agreement and at law, including providing details of any person (for example, a Related Body Corporate or any other private sector entity in which the Supplier has an interest) that:

- (a) will be involved in performing any of the Supplier's obligations under this agreement; or
- (b) will receive a benefit under this agreement.

This clause survives the termination of this agreement for any reason whatsoever.

#### **15.11 TfNSW Data**

The Supplier must comply with the obligations set out in Schedule 5 (TfNSW Data) in relation to TfNSW Data.

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### **16 Representatives, reporting and audits**

#### **16.1 Responsibilities**

The TfNSW Representative and the Supplier Representative will be responsible for the co-ordination and management between the parties of this agreement, including ensuring the performance by the parties of their respective roles and responsibilities.

#### **16.2 Delegation by Representatives**

The TfNSW Representative and the Supplier Representative may delegate part of their operational responsibilities to other Representatives in order to operate more efficiently and effectively.

#### **16.3 Reports**

The Supplier must provide to TfNSW the reports, with the content and in the frequency and form (electronic or physical), and to the persons, set out in the Contract Details (**Reports**), in accordance with this agreement.

#### **16.4 Review meetings**

- (a) The Supplier Representative must attend meetings with the TfNSW Representative at a place and time to be notified to the Supplier by TfNSW on the frequency set out in the Contract Details to:
  - (i) review the performance of the Supplier in relation to this agreement and the Charges incurred by TfNSW up to that

date, including any faults in the provision of any of the Services over the previous review period and any actions undertaken by the Supplier to resolve the relevant faults; and

- (ii) discuss any other issues in relation to the Goods, the Services or this agreement.
- (b) Notwithstanding clause 16.4(a), the parties may meet more frequently to discuss the matters the subject of clause 16.4(a) if required.

## **16.5 Records and inspection**

The Supplier must, and must ensure all Subcontractors:

- (a) keep and maintain all necessary Records during the Term and 7 years thereafter;
- (b) make those Records available for inspection and/or audit as reasonably required by TfNSW, a regulator, any external auditor or advisor or any of their authorised representatives, during normal business hours. Copies and extracts of any Records may be taken for these purposes;
- (c) permit TfNSW Personnel to inspect or appoint a third party to inspect the Supplier's premises at an agreed time between the parties to confirm compliance with this agreement; and
- (d) provide all appropriate resources and all reasonable assistance required by any person conducting any inspection and/or audit, and fully co-operate with that person in good faith and at the Supplier's sole cost.

## **16.6 Annual audit**

Each month, on dates nominated by TfNSW, TfNSW may conduct itself, or appoint a third party to conduct, an audit of the Supplier's performance and compliance with this agreement.

## **16.7 Costs of audit**

The auditors' costs incurred by TfNSW in the audit under clause 16.6 (Annual audit) will be paid by TfNSW. However, where the auditor objectively determines that the performance by the Supplier falls below the Service Levels or identifies breaches of this agreement by the Supplier, all the costs of TfNSW (including third party auditor fees) in respect of that audit will be paid by the Supplier.

## **16.8 Costs**

Unless expressly provided otherwise in this clause 16 (Representatives, reporting and audits), TfNSW and the Supplier will each pay their own costs and expenses in connection with this clause 16 (Representatives, reporting and audits).



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## **17 Warranties and representations**

### **17.1 Supplier's general representations and warranties**

The Supplier represents and warrants on the date of this agreement and at all time during the Term, that:

- (a) it has full capacity and authority to enter into and to perform this agreement;
- (b) this agreement is duly authorised representative of that party;
- (c) there are no actions, suits or proceedings pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitral tribunal that might affect the ability of that party to meet and carry out its obligation under this agreement; and
- (d) once duly signed this agreement will constitute a legal, valid and binding obligation on that party.

### **17.2 Representations and warranties in respect of Goods and Services**

The Supplier represents and warrants that:

- (a) the Goods:
  - (i) will meet the Specifications and all other applicable requirements under this agreement;
  - (ii) be of good quality, fit for purpose and free from defects and omissions in material, design or workmanship; and
  - (iii) will comply with all laws that are related in any way to the Goods;
- (b) the Services:
  - (i) will be performed with due care and skill and in accordance with industry best practice;
  - (ii) will meet or exceed the Service Levels;
  - (iii) will be used with Goods that are:
    - (A) fit for the purpose for which they are supplied and used; and
    - (B) will comply with any applicable Specifications or requirements;
- (c) the Supplier and the Supplier Personnel will not infringe the Intellectual Property rights or Moral Rights of any person in providing the Services or otherwise performing this agreement;
- (d) the Goods or Services and their use will not:

- ### 17.3 Notification of non-compliance

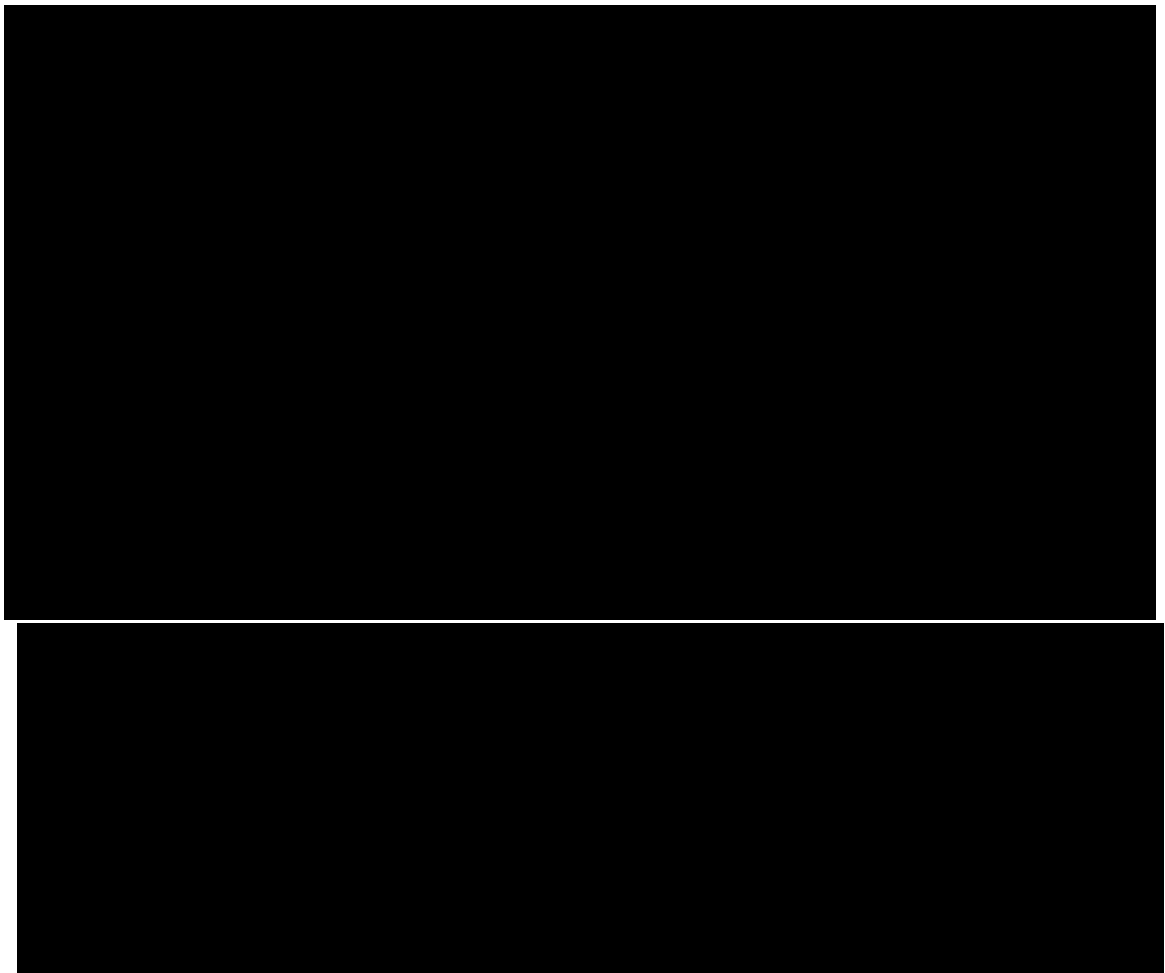
As soon as practicable after becoming aware of any matter which is likely to impact upon its ability to comply with a warranty or representation in this clause 17 (Warranties and representations), the Supplier must give written notice to TfNSW detailing that matter and its likely impact on the Supplier's ability to comply with this clause 17 (Warranties and representations).

[REDACTED]

[REDACTED]

[REDACTED]

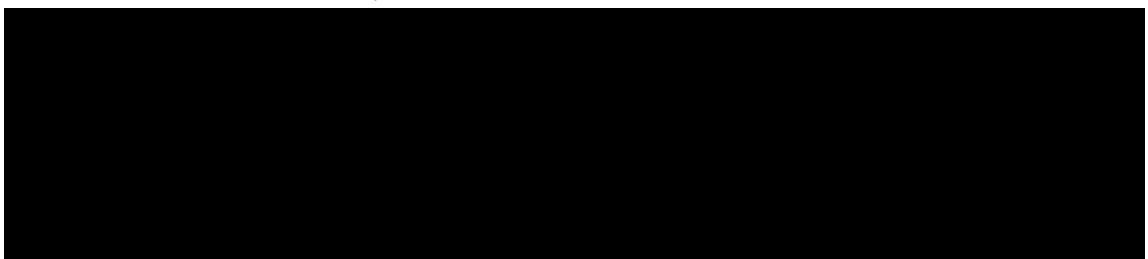
[REDACTED]



### **18.5 Civil Liability Act**

The parties agree that:

- (a) all rights, obligations and liabilities under or in connection with this agreement are to apply unlimited and otherwise unaffected by anything that, but for this clause, may by virtue of the provisions of the *Civil Liability Act 2002* (NSW) have limited or otherwise affected those rights, obligations and liabilities; and
- (b) this clause applies even where the relevant circumstances involve a failure to take reasonable care and the existence of concurrent wrongdoers (as that term is defined in section 34(2) of the *Civil Liability Act 2002* (NSW)).



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## **19 Insurance**

### **19.1 Insurance**

Before the Commencement Date, the Supplier must obtain on terms reasonably approved by TfNSW and thereafter maintain the policies of

insurance listed in the Contract Details on the terms, for the risks identified, and for the periods of time set out in Attachment B.

## **19.2 Evidence of insurance**

On request by TfNSW, the Supplier must provide certificates of currency proving that the policies of insurance required under this agreement have been effected and are current. A certificate of currency provided under this clause must be issued by the insurance company providing insurance and must contain all details reasonably requested by TfNSW, including a summary of all risks covered and any exclusions.

## **19.3 Supplier notification**

The Supplier must notify TfNSW within two Business Days of any event which affects or may affect the Supplier's compliance with this clause 19 (Insurance), including any cancellation of a policy or reduction of limit of coverage below that required by this agreement.

## **19.4 Notification of relevant insurance claims**

Within 5 Business Days of the Supplier becoming aware of any claims against any of its insurances in connection with the Goods or Services or which may impact upon the provision of the Services, it must:

- (a) notify TfNSW in writing of the claim; and
- (b) give TfNSW any further information regarding the claim as TfNSW may require.

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# **20 Disputes**

## **20.1 Reasonable endeavours to settle**

If a Dispute arises the parties undertake in good faith to use all reasonable endeavours to settle the Dispute expeditiously.

## **20.2 Dispute notice**

Any party claiming that a Dispute has arisen may give a written notice to the other party.

## **20.3 Negotiation**

If a Dispute is notified under clause 20.2 (Dispute notice) each party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle the Dispute. The representatives must endeavour to resolve the Dispute within 10 Business Days of the notice under clause 20.2 (Dispute notice).

## **20.4 Alternative dispute resolution**

If the Dispute is not resolved within the period referred to in clause 20.3 (Negotiation), the parties' representatives will within a further 5 Business Days seek to agree on:

- (a) a process to resolve the Dispute, for example through mediation, conciliation or other such similar forms of alternative dispute resolution;

- (b) the procedure and timetable for any exchange of documents and other information in relation to the Dispute;
- (c) procedural rules and timetable for the conduct of the selected mode of proceedings;
- (d) a procedure for selection and compensation of any neutral person (who may or may not be employed by a party); and
- (e) whether the parties should seek the assistance of a dispute resolution organisation such as the Australian Commercial Dispute Centre.

## **20.5 Further resolution process**

If the representatives are unable to agree on a process for resolving the Dispute in the period referred to in clause 20.4 (Alternative dispute resolution) or the Dispute has not been resolved within 10 Business Days (or such other period as the parties may agree) of the parties agreeing on a particular process, then:

- (a) if the amount of the Dispute is less than \$100,000, either party may refer the Dispute to expert determination in accordance with clause 20.6 (Expert determination) unless TfNSW has notified the Supplier that in its reasonable opinion, the Dispute is not appropriate for resolution by expert determination; or
- (b) if the amount of the Dispute is \$100,000 or more or TfNSW has notified the Supplier that in its reasonable opinion, the Dispute is not suitable for expert determination, then either party will be free to commence court proceedings relating to the Dispute.

## **20.6 Expert determination**

If either party refers the dispute to expert determination pursuant to clause 20.5(a), the expert determination is to be carried out as follows:

- (a) Within 5 Business Days after the date of the notice under clause 20.5(a), the parties must exchange written lists of proposed experts from whom the expert is to be chosen in order of preference.
- (b) A person that appears on both lists under clause 20.6(a) will be appointed as the expert to determine the dispute and if more than one person appears on both lists the person given the highest order of priority by the party that gave the notice under clause 20.5(a) will be appointed.
- (c) If no person appears on both lists, the parties must request the President of the NSW Chapter of the Institute of Arbitrators and Mediators of Australia to nominate a person to act as the expert.
- (d) TfNSW and the Supplier must enter into an agreement with the expert on such reasonable terms as the expert may require provided that the expert must be instructed that the expert:
  - (i) is to act as an expert and not as an arbitrator;

- (ii) is to proceed in the way, and determine the rules for the conduct of the expert determination, as the expert thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
  - (iii) is to take into consideration those documents and that information and other material which the parties give to the expert and which in the expert's opinion are relevant to the determination of the dispute;
  - (iv) need not, but may obtain or refer to any other documents, information or material;
  - (v) must determine the dispute and give written reasons for the decision within one month after being appointed; and
  - (vi) must determine what proportion of the costs of the expert determination is to be paid by each party.
- (e) The determination of the expert must be given to the parties in writing and will be final and binding upon the parties.
  - (f) The parties must bear their own costs in connection with the expert determination proceedings and must pay an equal portion of the cost of the expert unless the expert determines otherwise.

#### **20.7 Right to terminate**

This clause 20 (Disputes) does not affect either party's rights to terminate this agreement under clause 23 (Termination) or pursuant to any other rights of termination contained in this agreement.

#### **20.8 Interlocutory relief**

This clause 20 (Disputes) does not affect either party's right to commence court proceedings seeking interlocutory relief.

#### **20.9 Parties to continue to perform**

Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this agreement.

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### **21 Conflict of Interest & Probity**

#### **21.1 Definition**

"Probity Event" is an event, matter, situation or thing that in TfNSW's reasonable opinion:

- (a) has a material adverse effect upon the character, honesty or integrity of the Supplier, a Related Body Corporate, or any of their personnel; or
- (b) relates to the Supplier, a Related Body Corporate or their personnel and has a material adverse effect upon the public interest (having regard to the policy objectives of TfNSW) or the reputation of or

public confidence in TfNSW or the New South Wales Government;  
or

- (c) that involves a material failure by the Supplier to achieve or maintain:
  - (i) reasonable standards of ethical behaviour; or
  - (ii) the avoidance of conflicts of interest that may have (or may give the public the appearance of having) a material adverse effect on the ability of the Supplier to impartially perform and observe its obligations in respect of this Agreement; or
  - (iii) standards of behaviour expected of a person engaged on a Government project.

## 21.2 Probity Events

- (a) **(Probity Event Notice by Service Provider)** The Supplier must give notice to TfNSW as soon as it becomes aware that a Probity Event has occurred or is likely to occur **(Probity Event Notice)**.
- (b) **(Probity Event Notice by TfNSW)** TfNSW may give notice to the Supplier if TfNSW becomes aware that a Probity Event has occurred or is likely to occur **(Probity Event Notice)**.
- (c) **(Content of Notice)** The Probity Event Notice must describe the nature of the Probity Event and the circumstances giving rise to it or likely to give rise to it.
- (d) **(Probity Investigations)** Following the issue of a Probity Event Notice, the Supplier must promptly comply with any reasonable request from TfNSW for access to its personnel for the purpose of undertaking any investigations that TfNSW may wish to carry out in relation to the actual or likely occurrence of the Probity Event. The Supplier must use reasonable endeavours to ensure that its personnel (and where relevant any Related Body Corporate and its personnel) co-operate with TfNSW and comply with any reasonable requests for information that TfNSW may make in the course of its investigations.
- (e) **(Remedial Action)** Upon the issue of a Probity Event Notice the parties must meet at a time nominated or agreed by TfNSW to discuss the occurrence of the Probity Event. During any such meeting, the parties must use reasonable endeavours to agree on the actions to be taken by the Supplier to reverse the effect of the Probity Event.
- (f) **(TfNSW May Direct Remedial Action)** If the parties are unable to agree within 5 Business Days of such meeting (or any longer period TfNSW may agree) TfNSW may give notice to the Supplier setting out the action it must take to address the adverse effect of the Probity Event, and the Supplier must comply with any such notice as soon as possible and in any event within 5 Business Days of receiving the notice.

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## **22 Force Majeure**

### **22.1 Notice of a Force Majeure Event**

A party does not breach this agreement and is not liable to the other party for a delay or failure to perform an obligation to the extent it results from a Force Majeure Event provided that the party affected by the Force Majeure Event gives the other party a written notice which:

- (a) sets out details of the Force Majeure Event;
- (b) identifies the nature and extent of the obligations affected by the Force Majeure Event;
- (c) advises the period of time during which the affected party estimates that it will not be able to perform or will be delayed in performing its obligations; and
- (d) provides details of the action that it has taken or proposes to take to remedy the situation.

### **22.2 Obligations of affected party**

A party affected by a Force Majeure Event must:

- (a) take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on its performance of the suspended obligations as quickly as possible; and
- (b) promptly re-commence performing the suspended obligations as soon as reasonably possible and notify the other party when this occurs.

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## **23 Termination**

### **23.1 Termination by TfNSW for cause**

TfNSW may terminate this agreement in full or in part immediately by notice to the Supplier if:

- (a) **Breach of agreement** - the Supplier breaches this agreement and:
  - (i) the breach is not capable of remedy; or
  - (ii) the breach is capable of remedy and the Supplier fails to remedy the breach within 5 Business Days, or such longer time as TfNSW states, of receiving notice from TfNSW requiring the breach to be remedied;
- (b) **Recurring Breach** - the Supplier:
  - (i) breaches this agreement on three (3) separate occasions within a three (3) month period; and
  - (ii) has been issued with a notice from TfNSW stating that any further breach of this agreement will give TfNSW the right under this clause 23.1(b) to terminate this agreement; and



- (iii) commits a further breach of any provision of this agreement;
- (c) **Insolvency** - the Supplier becomes Insolvent;
- (d) **Wrongful assignment** - the Supplier assigns or purports to assign its rights otherwise than as permitted by this agreement;
- (e) **Change of Control** - the Supplier undergoes a Change of Control; or
- (f) **Probity Event** – a Probity Event has not been remedied to TfNSW's satisfaction.

### **23.2 Termination by Supplier for cause**

The Supplier may terminate this agreement if TfNSW has failed to pay an amount due to the Supplier under this agreement which is not the subject of a bona fide dispute within 40 Business Days of receiving a correct notice claiming that the amount is overdue and stating that the Supplier proposes to exercise its rights under this clause 23.2 (Termination by Supplier for cause) if payment is not made.

### **23.3 Termination by either party for convenience**

Either party may terminate this agreement in full or in part by giving not less than 7 days' written notice to the other party provided that where the party giving notice of termination is TfNSW, TfNSW must pay the amounts required under clause 24.2 (Early termination charges).

### **23.4 Force Majeure**

If a delay or failure to perform a party's obligations due to a Force Majeure Event exceeds 20 Business Days, or if TfNSW reasonably considers the Force Majeure Event will not cease within that period, TfNSW may immediately terminate this agreement on notice to the Supplier.

### **23.5 Continuation**

Where TfNSW exercises its rights under this clause 23 (Termination) only in relation to one or more Services, the Supplier must continue to perform this agreement in respect of any other Services which have not been terminated.

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## **24 Events following termination or expiry**

### **24.1 Obligations on expiry or termination**

On expiry or termination of this agreement for any reason, without limiting any other rights TfNSW may have, the Supplier must pay TfNSW any fees paid by TfNSW to the Supplier in advance for Services not yet supplied under this agreement.

### **24.2 Early termination charges**

If TfNSW terminates this agreement for convenience pursuant to clause 23.3 (Termination by either party for convenience), then if the Supplier is able to demonstrate to TfNSW's reasonable satisfaction that prior to receiving notice of termination:

- (a) the Supplier has irrevocably acquired or committed with a third party to acquire Goods for the purposes of fulfilling this agreement, then TfNSW must either (at TfNSW's election):
  - (i) acquire those Goods from the Supplier for the applicable Charges; or
  - (ii) reimburse the Supplier for the Supplier's out of pocket costs for those Goods less the proceeds which the Supplier receives on sale of those Goods (having taken all reasonable steps to sell the goods and to maximise the price received); and
- (b) the Supplier has incurred or irrevocably committed with a third party to incur costs for the purposes of providing Services under this agreement and the Supplier has not at the time of termination become entitled to charge for those Services, then TfNSW must reimburse the Supplier for those costs which the Supplier incurs.

The Supplier must take all reasonable steps to mitigate the costs referred to in this clause 24.2 and TfNSW will not be required to pay costs to the extent that they could have been avoided or reduced by taking such steps. The Supplier must provide TfNSW with evidence reasonably satisfactory to TfNSW to substantiate any claim under this clause 24.2.

### **24.3 Survival**

Clauses 8 (Charges, invoices and payments), 9 (Taxes and GST), 10.13 (No poaching), 12 (Sub-contracting), 14 (Intellectual Property Rights), 15 (Confidentiality, Privacy), 18 (Liability), 19 (Insurance), 20 (Disputes), 24 (Events following termination or expiry), 27 (Transition Out & Unwind Services) and 28 (General) survive the termination or expiry of this agreement, as do any rights and remedies accrued before termination or expiry.

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## **25 Notices**

### **25.1 Form**

Unless stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be in writing.

### **25.2 Important contractual notices**

A notice under clause 13 (Change control), clause 20 (Disputes), clause 23.1 (Termination by TfNSW for cause), clause 23.4 (Force Majeure) or clause 26.1 (Assignment or novation by ) or any other notice claiming or relating to a breach, repudiation, purported termination or variation of this agreement must be:

- (a) signed on behalf of the party giving notice; and
- (b) delivered to or sent by prepaid registered post (airmail if posted to or from a place outside Australia) to the Supplier Representative of the recipient specified in the Contract Details and the person required to

be copied as specified in the Contract Details or other address requested by the recipient.

### **25.3 Other notices and communications**

A notice, consent, request or any other communication under this agreement other than one referred to in clause 25.2 (Important contractual notices) must be:

- (a) left at the address of the addressee, or
- (b) sent by prepaid post (airmail if posted to or from a place outside Australia) to the address of the addressee; or
- (c) sent by facsimile to the facsimile number of the addressee specified in the Contract Details or notified by the receiving party; or
- (d) sent by email to the email address specified in the Contract Details or as notified by the receiving party.

### **25.4 Time of receipt**

A notice, consent, request or any other communication is deemed to be received:

- (a) if by delivery, when it is delivered;
- (b) if posted, the earlier of the date of receipt and three Business Days after posting if within Australia or seven, if posted to or from a place outside Australia;
- (c) if a facsimile, the earlier of the time the addressee receives and the next Business Day after the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (d) if an email, the earlier of when the email is opened by the recipient and the next Business Day after the time at which it enters the recipient's system (provided that the sender does not receive a delivery failure or out of office message).

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## **26 Assignment, Novation & Piggybacking**

### **26.1 Assignment or novation by TfNSW**

TfNSW may assign any of its rights under this agreement, or may novate its rights and obligations under this agreement:

- (a) without the consent of the Supplier to any department, to any other body created by or under a statute or ministerial direction of the State of New South Wales for the purpose of administering the functions or discharging the role of TfNSW or to any public sector agency within the meaning given to that term in regulation 18 of the *Public Sector Management (Goods and Services) Regulation 2000*; or
- (b) with the consent of the Supplier, which must not be unreasonably withheld or delayed, to any other person.

The Supplier must execute all documents necessary to give effect to any novation or assignment permitted under this clause 26.1 (Assignment of novation by TfNSW).

## **26.2 Assignment or novation by the Supplier**

The Supplier must not assign its rights under this agreement or purport to novate its rights and obligations under this agreement without the prior written consent of TfNSW.

## **26.3 Piggybacking by other NSW Agencies**

If a public sector service agency (as defined in the *Public Works and Procurement Act 1912*) requests the Supplier to provide services to it similar to the Services then the Supplier agrees that it will enter into a separate agreement with that other agency on terms no less favourable than the terms of this agreement having regard to any necessary changes.

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# **27 Transition Out & Unwind Services**

## **27.1 Transition Plan**

- (a) In the event of termination for any reason (including expiration by time) the parties acknowledge that it is critical that there is an orderly and well managed transition out of the arrangements established under this agreement. To facilitate a successful transition out the parties agree that it is important that the Supplier prepare and regularly review and update a Transition Plan. As a minimum the Transition Plan must deal with the relationships, responsibilities and obligations of the parties to facilitate a smooth and orderly transition of the supply of the Services to a new supplier and set out the systems, procedures and processes to allow for the orderly hand-over and transition.
- (b) The Supplier must:
  - (i) provide a draft initial Transition Plan to TfNSW on or before the Transition Plan Submission Date referred to in the Contract Details;
  - (ii) regularly review the Transition Plan and propose a new Transition Plan to TfNSW whenever any change in circumstances make it reasonable or advisable to do so; and
  - (iii) review and prepare a new Transition Plan whenever TfNSW requests (provided TfNSW shall not make such request more than once in any 12 month period).
- (c) The Supplier must consult TfNSW in the preparation of the Transition Plan and must submit the Transition Plan in draft to TfNSW for TfNSW's approval and make such amendments as TfNSW may reasonably require.
- (d) If TfNSW and the Supplier cannot agree on a Transition Plan at any time TfNSW may prepare a Transition Plan which includes the

obligations set out in this clause and details of any other assistance that it may require on termination or expiry of this agreement.

#### **27.2 Transition Out Services - Compliance with Transition Plan**

The Supplier will provide the assistance as transition out services as set out in the Transition Plan and any other assistance as is necessary for an effective transition.

#### **27.3 Transition Out Services – No Charges**

The Supplier will provide the transition out services at no charge to TfNSW.

#### **27.4 Unwind Services**

- (a) At any time TfNSW may issue a Change request under clause 13 (Change control) requesting the Supplier to provide Unwind Services for a period expiring no later than 6 months after the end of the Term, including any extension or holding-over (“the **Unwind Period**”).
- (b) Unwind Services are such services as TfNSW requests to achieve an orderly and staged transition of Services without interruption, from the Supplier to TfNSW or one or more parties nominated by TfNSW and include:
  - (i) the provision of all information and assistance as is reasonably necessary to assist TfNSW or another party to provide the Services or services like the Services to TfNSW or at TfNSW’s direction;
  - (ii) the provision of access to the Resources and Personnel necessary for an effective transition, including resources required by TfNSW to perform the Services or services like the Services under this Agreement; and
  - (iii) such other assistance as may reasonably be requested by TfNSW.
- (c) If required by TfNSW the Supplier must, by the end of the Unwind Period or such earlier date as TfNSW may specify, cause a novation to TfNSW or one or more parties nominated by TfNSW, of the Supplier’s rights and obligations under any or all of its Third Party Agreements, as are necessary for the provision of the Services, on the terms specified by TfNSW.

#### **27.5 Identification of Resources**

If TfNSW so requests at any time, the Supplier must provide TfNSW with a list of Resources and Third Party Agreements necessary for the provision of the Services after the Term and such other information concerning such Resources and Third Party Agreements as TfNSW reasonably requires.

#### **27.6 Non-derogation**

- (a) The Supplier must carry on its business, and manage its Resources and Third Party Agreements consistently with and in the expectation that TfNSW will exercise its rights under this clause.

- (b) The Supplier must ensure that all Third Party Agreements are capable of being transferred, assigned or novated to TfNSW without payment of any transfer or termination fees, and that the relevant Third Party will consent to such transfer, assignment or novation.
- (c) The Supplier must not enter into any agreements, arrangements or understandings which contain obligations the purpose, or one of the purposes, of which is to avoid the Supplier's obligations under this clause.

## **27.7 Definitions**

**Resources** includes facilities, infrastructure, systems, equipment, software, procedures, processes and other resources, but excludes Personnel;

**Third Party Agreements** means all agreements that the Supplier enters into with a third party relating to the provision of services or Resources which are used by the Supplier solely to provide the Services under this agreement.

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## **28 General**

### **28.1 Discretion in exercising rights**

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

### **28.2 Partial exercising of rights**

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

### **28.3 No liability for loss**

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

### **28.4 Remedies cumulative**

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

### **28.5 Variation and waiver**

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

### **28.6 Indemnities**

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

#### **28.7 Construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

#### **28.8 Costs**

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation except for stamp duty.

#### **28.9 Counterparts**

This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

#### **28.10 Governing law and jurisdiction**

This agreement is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

#### **28.11 Severability**

If any part or provision of this agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement will continue to operate.

#### **28.12 Further assurance**

Each party agrees to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind the party and any other person intended to be bound under this agreement; and
- (b) to give effect to the intentions of the parties and the transactions contemplated by this agreement, including execution and delivery of documents and other instruments.

#### **28.13 Entire agreement**

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes any previous understandings or agreements on that subject matter.

# Schedule 1 - Dictionary

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## 1 Definitions

### 1.1 Definitions

**Amount of the Consideration** means:

- (a) the amount of any payment in connection with a supply; and
- (b) in relation to non-monetary consideration in connection with a supply, the GST Exclusive Market Value of that consideration as reasonably determined by the party making the supply.

**Blacktown Interchange** means the premises identified in the Contract Details as the Blacktown Interchange.

**Burwood Interchange** means the premises identified in the Contract Details as the Burwood Interchange.

**Bus Interchange** has the meaning given to it in the Contract Details.

**Business Days** means a day other than a Saturday, Sunday, public holiday in Sydney or 24 or 31 December.

**Business Continuity Plan** means the plan for the continued supply of the Services by the Supplier to TfNSW in the event of a Disaster Recovery Event.

**Campbelltown Interchange** means the premises identified in the Contract Details as the Campbelltown Interchange.

**Change** is defined in clause 13.1 (Change request).

**Change of Control** occurs, in respect of an entity when:

- (a) a person who did not have Control of the entity at the Commencement Date acquires Control of the entity; or
- (b) a person who did have Control of the entity at the Commencement Date ceases to have Control of the entity.

**Change Notice** means a notice executed by the parties setting out an agreed Change and the variations to this agreement relating to that Change.

**Change Proposal** means a proposal issued by the Supplier detailing the variations which would be applicable to implement a Change.

**Charges** means the charges set out in Schedule 3 (Charges).

**Chatswood Interchange** means the premises identified in the Contract Details as the Chatswood Interchange.



**Circular Quay Interchange** means the premises identified in the Contract Details as the Circular Quay Interchange.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Cleaners** has the meaning given in clause 2.2(e)(i)(B) of Schedule 2 (Services).

**Commencement Date** means the date identified in the Contract Details as the Commencement Date.

**Confidential Information** in relation to TfNSW means TfNSW Confidential Information and in relation to the Supplier means the Supplier Confidential Information.

**Consequential Loss** has the meaning given in clause 18.4 (Consequential Loss Definition).

**Contract Details** means the contract details set out at the front of this agreement.

**Control** of an entity includes the direct or indirect power to:

- (a) direct the management or policies of the entity; or
- (b) control the membership of the board of directors,

whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights, and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that corporation or otherwise.

**Controller** has the meaning it has in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cwlth).

**Disaster Recovery Event** means an event or disaster (including industrial action) outside the Supplier's control, interrupting the Supplier's supply of the Services as defined in the Business Continuity Plan.

**Discloser** is defined in clause 15.1 (Disclosure of Confidential Information).

**Dispute** includes any dispute, controversy, difference or claim arising out of or in connection with this agreement or the subject matter of this agreement, including any question concerning its formation, validity, interpretation, performance, breach and termination.

**Eligible Vehicle** means a bus owned by a bus operator that uses any of the Bus Interchanges as part of its timetabled services where the driver of that bus has indicated that they will be at the relevant Bus Interchange for a Layover Period of at least 5 minutes.

**Epping Interchange** means the premises identified in the Contract Details as the Epping Interchange.

**Excluded Information** means Information which:

- (a) is in or becomes part of the public domain otherwise than through breach of this agreement or an obligation of confidence owed to the Discloser; or
- (b) the Recipient can prove was already known to it at the time of disclosure by the Discloser or its Representatives (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the Recipient acquires from a source other than the Discloser where such source is entitled to disclose the Information.

**Force Majeure Event** means any of the following causes provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party taking all reasonable steps:

- (a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;
- (b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;
- (c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;
- (d) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority; or
- (e) a labour dispute other than a labour dispute that only involves the party's personnel.

**Further Term** means the period identified in the Contract Details as the Further Term.

**General Terms** means the general terms set out in clauses 1 to 28 of this agreement, including the schedules and attachments.

**Goods** means all goods required to provide the Services set out in Schedule 2 (Services) including but not limited to;

- (a) sanitising solutions;
- (b) spray bottles;
- (c) disposable wipes;
- (d) disposable nitrile gloves;
- (e) hi vis vests, long sleeved shirts and soft shell rail compliant jacket;
- (f) caddy belts or backpacks; and
- (g) masks.

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

**GST Exclusive Market Value** has the meaning given to it in the GST Act.

**Hornsby Interchange** means the premises identified in the Contract Details as the Hornsby Interchange.

**Hurstville Interchange** means the premises identified in the Contract Details as the Hurstville Interchange.

**Initial Term** means the period identified in the Contract Details as the Initial Term.

**Information** means all information relating to or developed in connection with:

- (a) the business, technology or other affairs of the Discloser;
- (b) the Goods, the Services or this agreement;
- (c) any systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including without limitation, computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property owned or used by, or licensed to, the Discloser.

**Infringement Claim** means any Claim which would, if true, involve a breach of a warranty under clause 17.2(c) or 17.2(d).

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it has had a Controller appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or

- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Input Tax Credit** has the meaning it has in the GST Act.

**Intellectual Property Rights** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Invoice Timing** means the timing for issue of invoices set out in the Contract Details.

**Layover Cleaning Team** has the meaning given in clause 2.2(e)(i) of Schedule 2 (Services).

**Layover Period** means the period of time in which a bus is not actively engaged in the transportation of persons and remains stationary at a Bus Interchange.

**Liverpool Interchange** means the premises identified in the Contract Details as the Liverpool Interchange.

**Macquarie Park Interchange** means the premises identified in the Contract Details as the Macquarie Park Interchange.

**Moral Rights** means any moral rights including the rights described in Article 6bis of the *Berne Convention for Protection of Literary and Artistic Works 1886* (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute (including the *Copyright Act 1968 (Cwth)* or any other law of the Commonwealth of Australia), that exist or that may come to exist, anywhere in the world.

**Olinga Services** means the Supplier.

**Penrith Interchange** means the premises identified in the Contract Details as the Penrith Interchange.

**Personnel** means the employees, partners, agents and sub-contractors (including employees of sub-contractors) of a party.

**Probity Event** has the meaning given to it by clause 21 (Conflict of Interest & Probity).

**Project Procedures** means the procedures to be complied with when performing the Services as set out in Annexure 2 to Schedule 2 (Services).

**Receiver** includes a receiver or receiver and manager.

**Recipient** is defined in clause 15.1 (Disclosure of Confidential Information).

**Records** means records and documentation relating to this agreement (including Goods, Services, Service Levels and/or Charges).

**Rejection Notice** means a notice in accordance with clause 3.3 (Errors and Defects).

**Related Body Corporate** has the meaning it has in the Corporations Act.

**Relevant Offence** means any offence which:

- (a) involves an element of dishonesty or violence;
- (b) involves behaviour which is, in the reasonable opinion of TfNSW, inconsistent with the inherent requirements of the roles which the relevant person will be required to perform; or
- (c) an offence which TfNSW reasonably considers is of a nature that if a person who has been convicted of it were to perform services under this agreement would reflect adversely on the reputation of TfNSW or expose TfNSW to adverse public comment.

**Reporting Data** means the information the subject of the reports to be provided by the Supplier in accordance with clause 16.3 (Reports).

**Reports** has the meaning given in clause 16.3.

**Representative** of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, contractor or sub-contractor of that party.

**Sanitisation Services** has the meaning given in clause 2.2(a) of Schedule 2 (Services).

**Sanitised Vehicle** means an Eligible Vehicle in respect of which Sanitisation Services have been completed.

**Service Days** has the meaning given in clause 2.2(b) of Schedule 2 (Services).

**Service Levels** means the minimum performance levels set out in Schedule 4 (Service Levels).

**Services** means the services set out in Schedule 2 (Services) and all other services required to be provided by the Supplier under this agreement.

**Small and Medium Enterprises Policy** means the NSW Government's procurement policy from time to time concerning Small and Medium Enterprises.

**Specifications** means the specification for the Goods sets out in Annexure 1 to Schedule 2 (Services).

**Subcontractor** means subcontractors of the Supplier.

**Supplier Confidential Information** means all Information, other than TfNSW Confidential Information, disclosed to TfNSW by the Supplier or any Representative of the Supplier for or in connection with this agreement including:

- (a) information which, either orally or in writing, is designated or indicated as being the property or confidential information of the Supplier;
- (b) information derived partly or wholly from the Information including without limitation any calculation, conclusion, summary and computer modelling; and
- (c) trade secrets and information which is capable of protection at law or equity as confidential information,

but excludes the Excluded Information.

**Supplier IP** means Intellectual Property Rights owned by or licensed to the Supplier or a Subcontractor for the provision of Services to TfNSW

**Supplier Personnel** means employees, partners, agents and sub-contractors (including employees of sub-contractors) of the Supplier.

**Supplier Representative** means the person identified in the Contract Details as the Supplier Representative, as varied by notice to TfNSW from time to time.

**Supplier Risk Management Plan** means the risk management plan to be complied with when performing the Services as set out in Annexure 3 to Schedule 2 (Services), and as updated from time to time.

**Tax Invoice** has the meaning given to it in the GST Act.

**Taxes** means taxes, levies, imposts, charges and duties (including, stamp and transaction duties) imposed by any Government Agency, together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the overall net income of TfNSW, but excluding GST.

**Team Leader** has the meaning given in clause 2.2(e)(i)(A) of Schedule 2 (Services).

**Term** means the period commencing from the Commencement Date and ending on the date that this agreement is terminated or expires.

**TfNSW Confidential Information** means all Information disclosed (including inadvertently) by TfNSW or any of its Representatives in connection with this agreement, all Information disclosed by a third party which TfNSW is required to keep confidential and all Information created by the Supplier in the course of providing the Services or in respect of Intellectual Property Rights owned by TfNSW including:

- (a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of TfNSW or a third party to whom TfNSW owes an obligation of confidentiality;
- (b) information derived partly or wholly from the Information including without limitation any calculation, conclusion, summary and computer modelling; and

- (c) trade secrets or information which is capable of protection at law or equity as confidential information,

but excludes the Excluded Information.

**TfNSW IP** means Intellectual Property Rights owned by or licensed to TfNSW and made available to the Supplier or a Subcontractor for the purposes of the performance by the Supplier of its obligations under this agreement.

**TfNSW Online Portal** means the portal accessible at  
<https://responsetfnsw.force.com/form/s/layover-cleaning>.

**TfNSW Representative** means the person identified the Contract Details as the TfNSW Representative, as varied by notice to the Supplier from time to time.

**Use** means to load, run, execute, display, distribute, copy, perform or access.

## 1.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(variation or replacement)** a document (including this agreement) includes any variation or replacement of it;
- (b) **(clauses, annexures, schedules and attachments)** a clause, Schedule, Annexure or Attachment is a reference to a clause in, or a Schedule, Annexure or Attachment to, this agreement;
- (c) **(references to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors and substitutes (including, persons taking by novation) and assigns;
- (h) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (i) **(dollars)** an amount of money is a reference to the lawful currency of Australia;

- (j) **(calculation of time)** a period of time that dates from a given day or the day of an act or event is to be calculated exclusive of that day;
- (k) **(reference to a day)** a day is to a calendar day and is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind;
- (m) **(next day)** if an act under this agreement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day; and
- (n) **(time of day)** time is a reference to Sydney time.

### 1.3 Headings

Headings are included for convenience only and are not to affect the interpretation of this agreement.



## Schedule 2 - Services

### 2.1 Background

In addition to standard depot cleaning and the availability of hand sanitiser stations across the TfNSW network, TfNSW has identified bus interchanges as locations where increased cleaning measures should take place as part of standard layover processes in response to the COVID-19 pandemic.

The Supplier has agreed to undertake vehicle sanitisation at the Bus Interchanges and provide the Services set out in clause 2.2 of this Schedule 2 (Services) in accordance with this agreement.

### 2.2 Description of Services

The Supplier must:

- (a) in respect of each Eligible Vehicle that attends a Bus Interchange on a Service Day (as defined below), sanitise:
  - (i) all Opal machines and readers, stop buttons, hand railings (including door railings) and poles, overhead grab handles, seat grab handles and seat tops; and
  - (ii) where the driver of the Eligible Vehicle consents, all handles, doors, the steering wheel, indicators and handbrakes in the driver's compartment,(the **Sanitisation Services**);
- (b) provide Sanitisation Services to all Eligible Vehicles that attend the Circular Quay Interchange for Sanitisation Services from 25 December 2020 to 31 January 2021 between:
  - (i) [REDACTED] Monday to Friday;
  - (ii) [REDACTED] on a Public Holiday;
  - (iii) [REDACTED] on a Saturday; and
  - (iv) [REDACTED] on a Sunday,(each a Service Day and together, **Service Days**);
- (c) provide Sanitisation Services to all Eligible Vehicles that attend the a Bus Interchange (except for the Circular Quay Interchange from 25 December 2020 to 31 January 2021) for Sanitisation Services between:
  - (i) [REDACTED] Monday to Friday;
  - (ii) [REDACTED] on a Public Holiday; and

- (iii) [REDACTED] on a Saturday,  
(each a Service Day and together, **Service Days**);
- (d) without limiting clause 17.2 (Representations and warranties in respect of Goods and Services), ensure that the performance of Sanitisation Services allows individuals to maintain a 1.5 metre distance from any other individual and complies with all laws and mandatory codes of conduct including but not limited to any order made under the *Public Health Act 2010* (NSW);
- (e) in performing the Sanitisation Services:
  - (i) not use any Goods that damage or are likely to damage an Eligible Vehicle in performing the Sanitisation Services;
  - (ii) use, and must ensure that Supplier Personnel use, one new disposable wipe per five Sanitised Vehicles and dispose of that wipe after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
  - (iii) use, and must ensure that Supplier Personnel use, one new set of disposable gloves per five Sanitised Vehicles and dispose of those gloves after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
  - (iv) not, and must ensure that Supplier Personnel do not, decline or refuse to provide Sanitisation Services to Eligible Vehicles that attend a Bus Interchange on a Service Day on any basis that is not reasonable, without TfNSW's written consent; and
  - (v) not require Eligible Vehicles to pre-book for Sanitisation Services; and
- (f) in respect of each Bus Interchange (except for the Hurstville Interchange), provide the following Supplier Personnel at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out below and in accordance with this agreement;
- (g) in respect of the Hurstville Interchange only, [REDACTED] each with the composition set out immediately above in clause 2.2(e) of this Schedule, at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out in clause 2.2(e) and in accordance with this agreement,
  - (i) a "**Layover Cleaning Team**" comprised of:
    - (A) [REDACTED] responsible for:
      - (aa) performing the Services and complying with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time;

- (ab) ensuring other members of the Layover Cleaning Team perform the Services and comply with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time; and
- (ac) recording the Reporting Data in the TfNSW Online Portal in accordance with the Project Procedures; and

(B)

Services and complying with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time,

(each a **Service**, and together the **Services**).

- (h) The Service Days will be reviewed at least once every three months by TfNSW having regards to business demands of the operation. Following the review, TfNSW may give notice of a reduction or increase in the number of service days and service hours, or the need to proceed to early termination of the contract.

### **Annexure 1 – Specification of Goods**

The Goods must comply with following specifications:

- (a) all sanitising solution must be either AGAR CounterFlu or Agar Lemon disinfectant or disinfectants recommended by the NSW Clinical Excellence Commission or other products that have Therapeutic Goods Administration (TGA) approved efficacy against SARS-CoV-19 for all COVID-19 claims made by the manufacturer; and
- (b) the Goods must comply with all other guidance and standards specified by the NSW Government in relation to the COVID-19 pandemic from time to time including, but not limited to, the guidance regarding personal protective equipment accessible here: <http://www.cec.health.nsw.gov.au/keep-patients-safe/COVID-19/Personal-Protective-Equipment-PPE>.

# **Layover Cleaning Teams**

## **Procedure**



## Resource Requirements

### *Services Personnel*

All staff will have been inducted and trained by the Supplier on sanitising requirements of NSW Government and TfNSW.

At each Bus Interchange, the following staff numbers will be made available:



At the Hurstville Interchange only, the following staff numbers will be made available:



### *Services Personnel Responsibilities*

#### Team Leader

- Responsible for ensuring the Layover Cleaning Team has been inducted to the site.
- Responsible for cleaning and complying with procedures and safety protocols.
- Responsible for their team complying with procedures and safety protocols.
- Responsible for the common Interchange key to access staff areas.
- Responsible for entering data onto the online data collection platform specified by Transport for NSW.

#### Cleaners

- Responsible for cleaning and complying with procedures and safety protocols.

## Layover Cleaning Team Operations

The Supplier Personnel will operate over the specified Service Days. A review of the business demands of the operation will be undertaken by Transport for NSW at least once every three months. Following the review, there may be a reduction or increase in the number of service days and service hours, or the need to proceed to early termination of the contract.

The Supplier will determine how personnel are rostered during the operational hours over the Service Days. Cleaning supplies cannot be left unattended at the cleaning bay during rostered breaks or handover periods.

### *Uniforms*

The Supplier will provide to its Personnel appropriate uniforms and PPE comprising as a minimum:

- Branded Hi Vest
- Long Sleeve Shirt with Cleaning Team
- Soft Shell Rail Compliant Jacket with Logo

- Backpack with supplies
- Nitrile Gloves
- Masks

### ***Storage***

The Supplier is to have portable infrastructure to transport the necessary equipment and consumables for each Bus Interchange.

The Supplier's roving refill and supervision teams must check in with the teams daily to replenish supplies.

At the end of the shift, the Team Leader must take the mobile storage units with them leaving nothing at the relevant Bus Interchange. This is to also include Bus Layover signage which will be put up and taken down daily.

### ***Equipment and Consumables***

The Supplier must provide the following equipment to Supplier Personnel to complete the task:

- TouchPoint Hospital grade disinfectant.
- Disposable cloth wipes
- Nitrile Gloves.
- Spray Bottles
- Caddy Belts/Backpacks
- Masks

### ***Environmental Management***

The Supplier is to undertake the services in accordance with their environmental management system, including the incorporation of appropriate waste disposal.

## **Site induction, Safety information and Safety System**

The Supplier is to undertake the services in accordance with their safety management system and Risk Management Plan, including carrying out all site inductions, risk assessments and ensuring the currency of related documents and procedures.

The Risk Management Plan should also consider the risks of COVID-19 impacting cleaning staff and Transport customers during the sanitising operation, provide adequate risk controls and mitigation measures, and recognise the necessary reporting requirements to Transport for NSW in accordance with the COVID-19 - Managing and Reporting Cases Procedure at Attachment 1.

In addition, to site inductions, the Supplier will include briefings to the Layover Cleaning Team incorporating the following information as a minimum:

- Layover Cleaning Team are prohibited from stepping onto the road and must board the bus from the footpath
- Layover Cleaning Team only allowed to board and alight buses from the front door.
- If collecting data electronically, the Team Leader must only use their device from outside of the bus.
- Buses must be stationary while being cleaned.
- Layover Cleaning Team to take extra care when sanitising the driver's cabin not to touch or knock any controls or levers
- No mobile phones to be used by the Layover Cleaning Team for personal reasons.
- Mandatory high-visibility vests to be worn always during work hours.
- No headphones, earphones, earmuffs, or any other headwear (e.g. beanies) that would restrict hearing ability are to be worn.
- Layover Cleaning Team to wear appropriate footwear and not rush.

## Procedures

### *Arrival on Site*

On arrival at the relevant Bus Interchange, the [REDACTED]

- Sign on to their shift using the Supplier's electronic staff sign on app. This app logs time, GPS location and asks for a picture of the staff member for verification.
- The Team Leader will inspect the area to ensure that there are no risks or issues.
- Team Leader to conduct tool box talk with other cleaners.
- Team Leader to set up cleaning area including signs and equipment.



### *Location of Cleaning Area*

For the Blacktown Interchange, the proposed cleaning area is at the base of the escalator next to Bay D at the Blacktown Interchange. Please refer to the below photos.

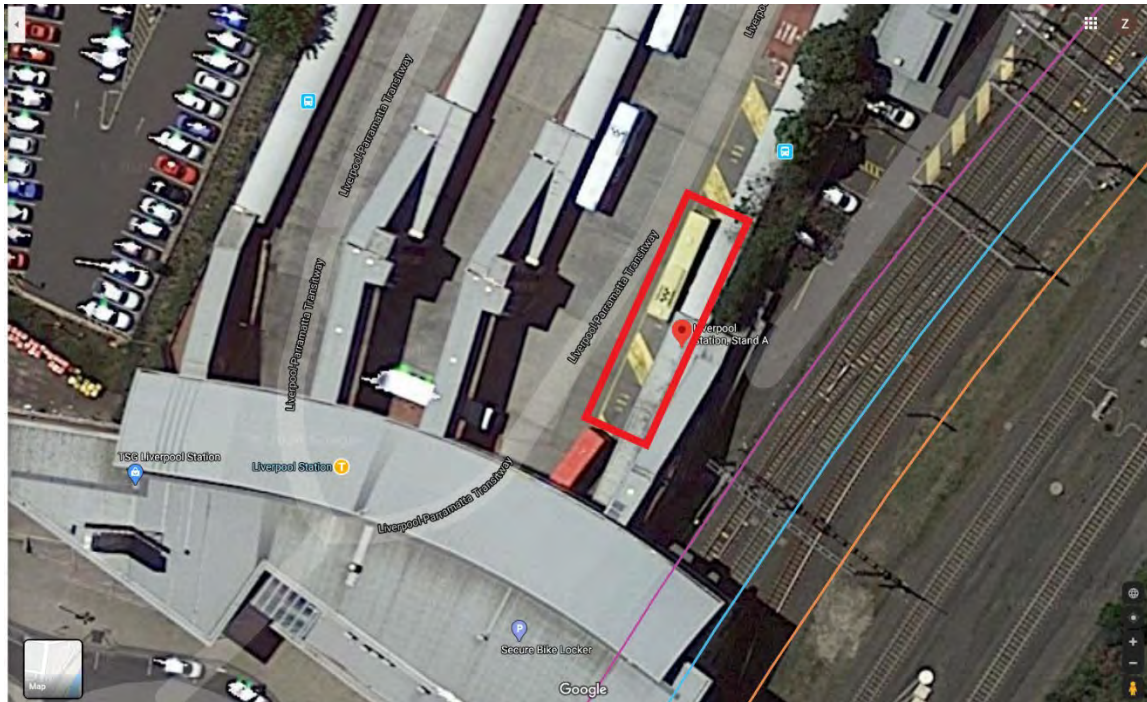


Located at base of escalator in Bay D of Blacktown Bus Interchange.





For the Liverpool Interchange, the proposed cleaning area is at Bay A Southern End at the Liverpool Interchange. Please refer to the below photos.



Located at base of escalator in Bay A Southern End of Liverpool Station Bus Interchange.

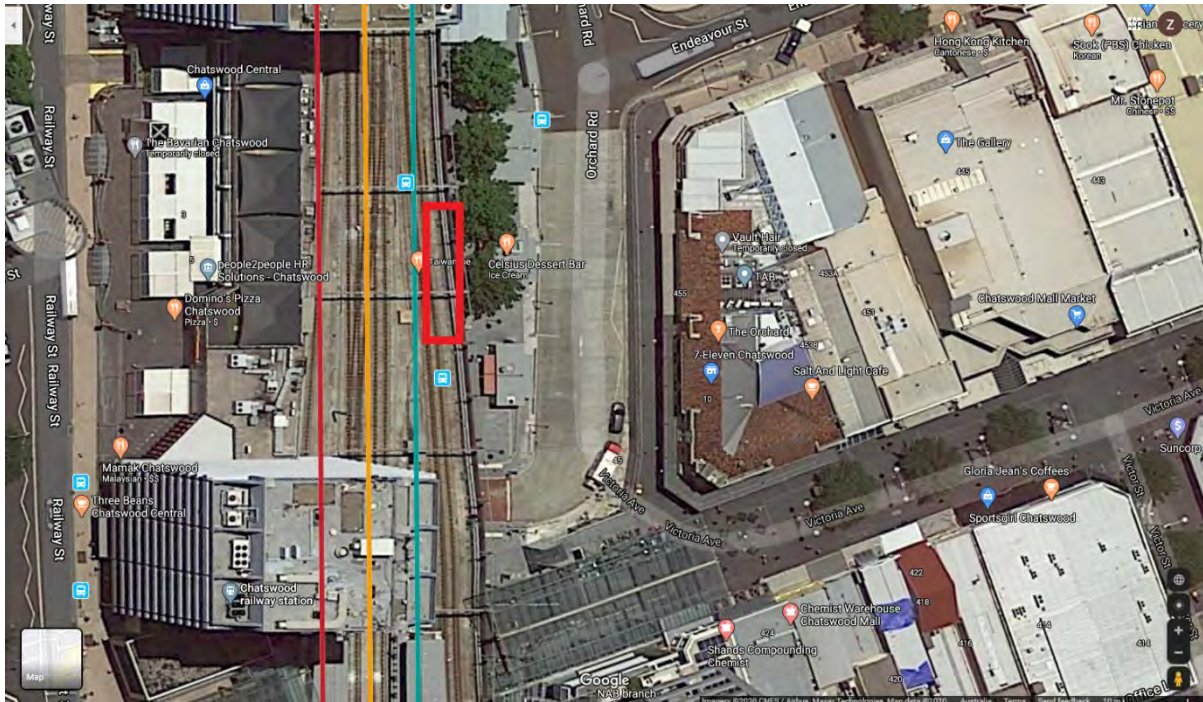


20-44 Ennis Road, Milsons Point NSW 2061

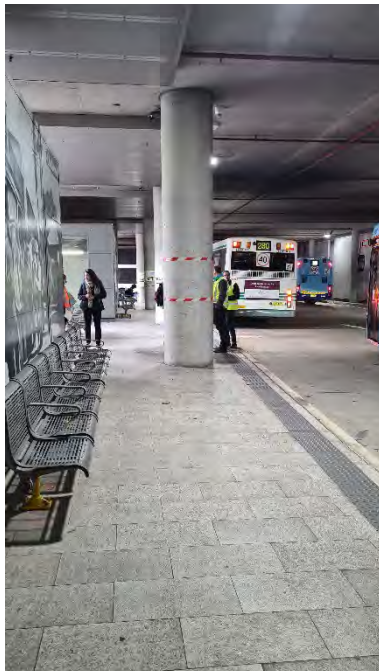
P 02 8849 2831 | W [roads-maritime.transport.nsw.gov.au](https://roads-maritime.transport.nsw.gov.au) | ABN 18 804 239 602



For the Chatswood Interchange, the proposed cleaning area is at Bay B at the Chatswood Interchange on Orchard Street. Please refer to the photos below.



Located at Bay B in the Chatswood Interchange on Orchard Street.







For the Hornsby Interchange, the proposed cleaning area is at Bay D of the Hornsby Interchange. Please refer to the photos below.



Located at Bay D in the Hornsby Bus Interchange on Station Street.





For the Epping Interchange, the proposed cleaning are is at Bay B of the Epping Interchange. Please refer to the photos below.

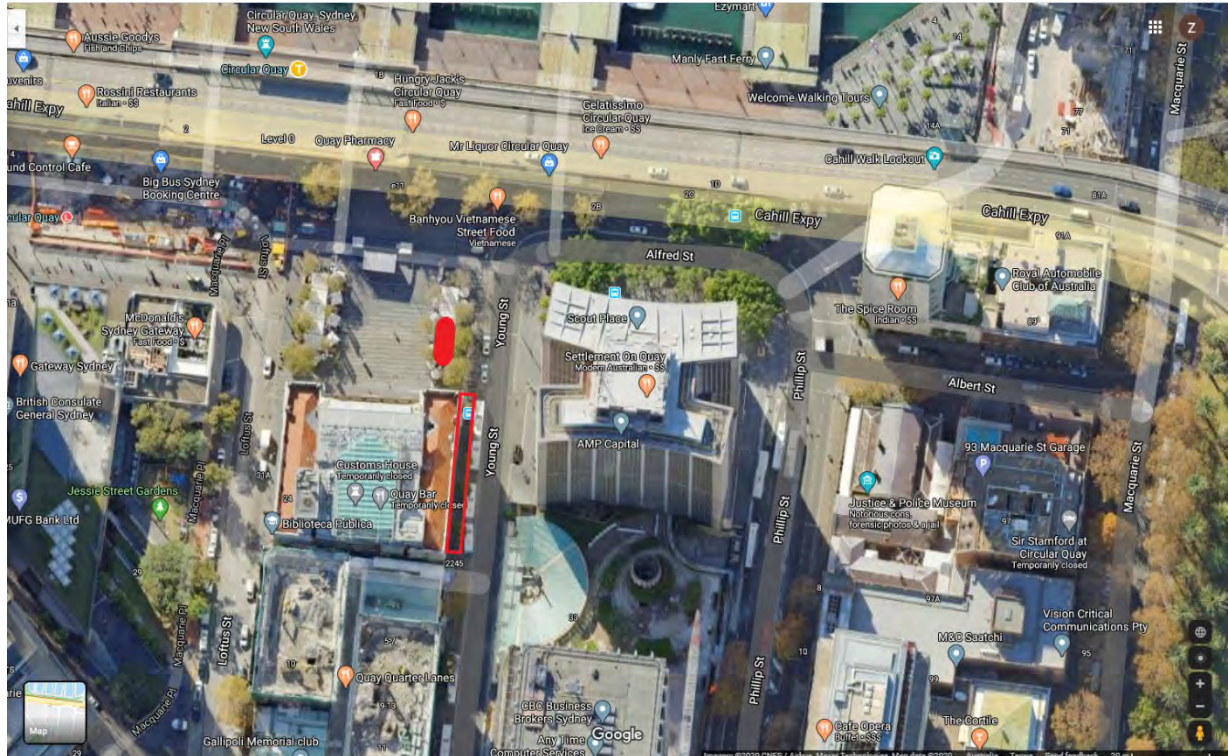


Located at Bay B in the Epping Bus Interchange on Cambridge Street.





For the Circular Quay Interchange, the proposed cleaning area is at Bay B at the Circular Quay Interchange. Please refer to the photos below.



Located at Bay B in the Bus Interchange on Young Street.









For the Macquarie Park Interchange, the proposed cleaning area is at Bays A and D of the Macquarie Park Interchange. Please refer to the photos below.



Located at Bay's A & D in the Macquarie Park Interchange on Herring Road.





For the Penrith Interchange, the proposed cleaning area is at Bay D of the Penrith Interchange. Please refer to the photos below.



Located at Bay D in the Penrith Interchange on Station Street.





For the Hurstville Interchange, the proposed cleaning area is at Bays A and B of the Hurstville Interchange. Please refer to the photos below.



Located at Bay's A & B in the Hurstville Interchange on Woodville Street.





For the Campbelltown Interchange, the proposed cleaning area is at Bay C of the Campbelltown Interchange. Please refer to the photos below.

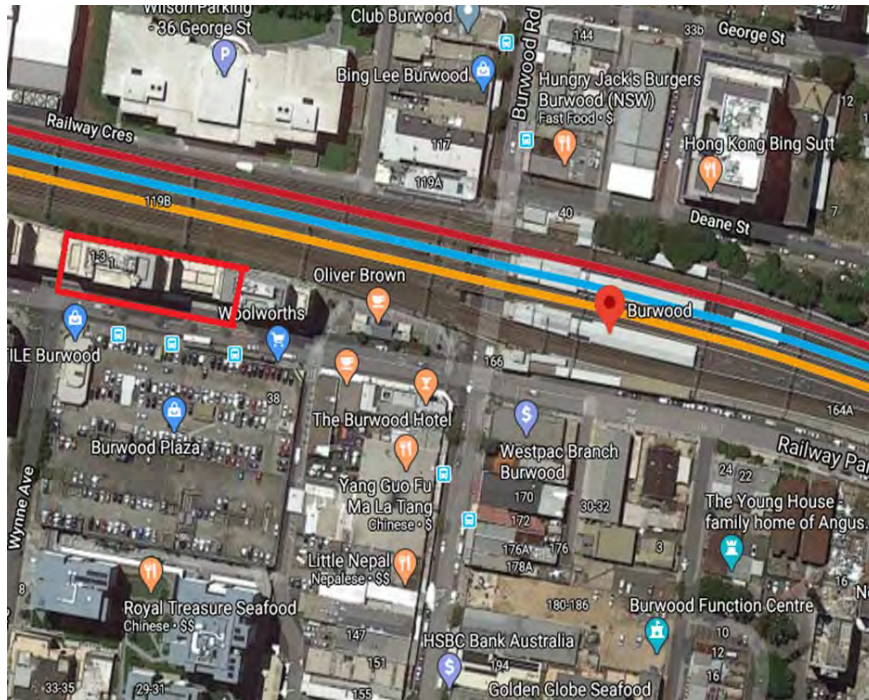


Located at Bay C in the Campbelltown Interchange on Hurley Street.

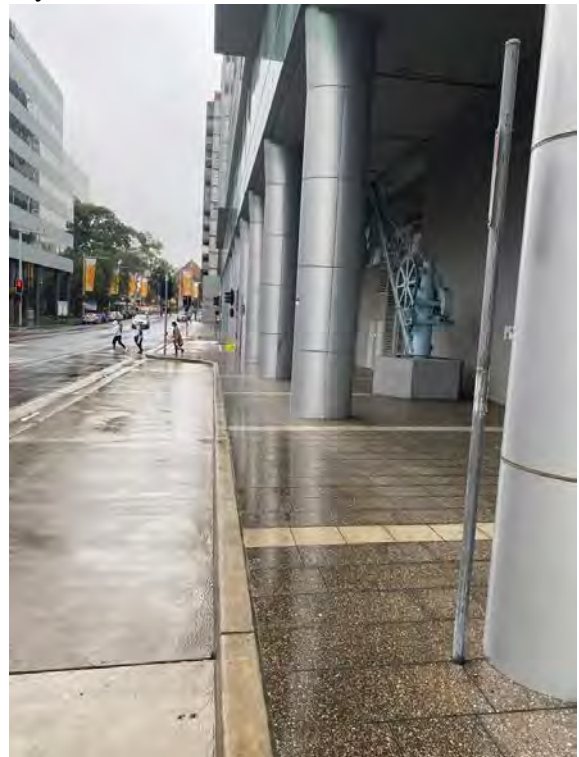




For the Burwood Interchange, the proposed cleaning area is at Bay B of the Burwood Interchange. Please refer to the photos below.



Located at Bay B in the Burwood Interchange on Railway Parade.



### ***Bus Cleaning Procedure***

1. Buses approach the cleaning area to set down all passengers [REDACTED] to assess if bus is too busy to be cleaned.
2. After a bus comes to a complete stop within the cleaning bay and all passengers have left the bus, the Team Leader will introduce themselves to the driver and determine if they want the bus to be cleaned. If the driver does not want them to or does not have time, then the Layover Cleaning Team will not be able to clean that particular bus and the bus must exit the cleaning bay.
3. If the driver agrees, [REDACTED] will advise the driver they will be performing a quick clean of the high touch point areas on the bus. The Layover Cleaning Team can ask the driver if they would like their cabin area cleaned.

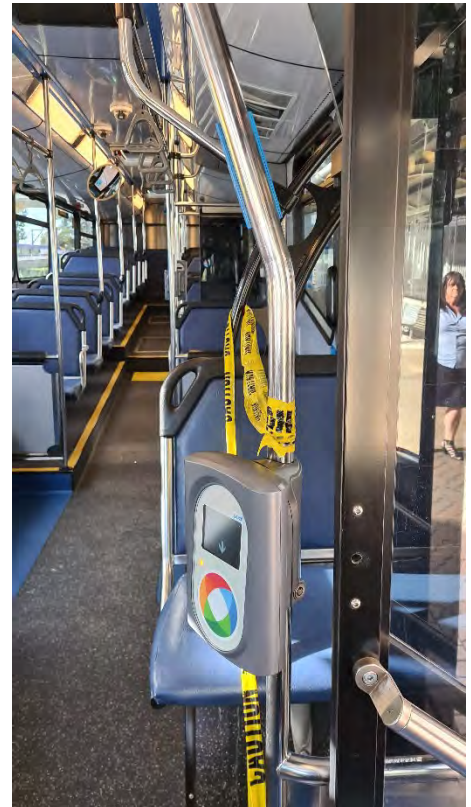
The following areas are to be cleaned on each bus with disinfectant:

- Opal machine readers
- Stop buttons
- All hand railings (including door railings) and poles
- Overhead grab handles
- Seat grab handles and seat tops

If driver permission has been granted, cleaning of the touch points within the driver's cabin area should focus on handles, doors, steering wheel, indicators and hand brake.

4. The [REDACTED] act as a liaison and safety coordinator to ensure that no passengers get on a bus while Sanitisation Services are being conducted. [REDACTED] will maintain physical distancing and not clean poles or areas next to passengers already on a bus unless requested to do so by the passenger and the relevant Cleaner then determining that it is safe to do so.
5. The Team Leader will start entering information onto the TfNSW Online Portal. The [REDACTED] will enter the bus from the front door and split so that one person starts at the front of the bus and one person starts at the back of the bus. For a double decker bus, the two Cleaners will split so one person cleans the top level and one person cleans the lower level. The [REDACTED] will not delay the driver or bus timetable due to cleaning. If a complete clean cannot be performed, this can be recorded on the TfNSW Online Portal.





## Data collection and provision

The [REDACTED] is responsible for entering data in electronic format via the TfNSW Online Portal. The data is entered via the Transport for NSW Salesforce system through Supplier iPads.

Data collection will capture the following information for each bus cleaned:

- Interchange location
- Date and Time
- Vehicle registration
- Bus route number
- Bus Company (e.g. STA or Transit Systems)
- Bus seated capacity (available on back of bus)
- Driver consent to sanitise their cabin
- Bus completely sanitised
- Layover period duration
- Duration of sanitisation
- If sanitisation not completed, specify the sections that were not cleaned
- Reason for sanitisation not completed
- Name of Team Leader capturing data
- Such other information as notified by TfNSW from time to time

## Project Visibility and General Behaviour

All sanitising staff are to be briefed on the high visibility of the programs being undertaken and the need for them to represent both TfNSW and the Supplier, from their appearance to their behaviour and general attitude. This includes the use of masks on-board public transport in accordance with current NSW Government advice in addition to any requirements as set out in the Supplier's Risk Management Plan.

The Supplier's staff are required to conduct themselves professionally, which includes not being on their mobile phone for personal reasons during work hours. Their high vis vests are to be removed during breaks.



Attachment 1: COVID-19 - Managing and Reporting Cases Procedure



Transport  
for NSW

## COVID-19 - Managing and Reporting Cases Procedure

Applicable to:

**Transport for NSW and its operating agencies**

TfNSW Integrated Management System

Status:	Published
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## 1. Purpose

The aim of this procedure is to outline the responses that are required in response to the COVID-19 pandemic.

This procedure is particularly aimed at measures that are required to be taken in the stages where containment is the primary strategy to manage the outbreak.

These principles will hold for all employees and contractors of all Transport agencies.

As the pandemic escalates, containment as a strategy may become less effective and sickness management and transmission minimisation may replace containment. This may be supplemented by measures such as sickness management, flexible working arrangement provisions and service maintenance strategies. The pandemic stage and the mix of recommended strategies will be decided at a State and Federal level.

Different approaches to the management of cases may therefore be needed depending on the phase of the pandemic, because of the need to contain the spread of the virus in the early stages and as a result of varying case and exposure definitions that will be applied during the different phases.

As mentioned above, this procedure deals primarily with the containment phase of any pandemic and has been developed to guide:

- how suspected and confirmed cases of COVID-19 are to be reported within TfNSW and its operating agencies;
- workplace actions that should be taken in various situations or following reported exposures;
- the circumstances under which employees will cease work;
- the situations where employees should continue to work; and
- the requirements for an individual to return to the workplace following suspected or confirmed infection with COVID-19 illness.

As the pandemic progresses this procedure may require modification in light of the latest information that becomes available from public health authorities, and, in particular, any mandatory quarantine measures put in place by the government and the latest scientific evidence relating to the incubation period and the period and mode of transmission.

Information concerning such modifications to this procedure will be communicated through the [Coronavirus Stay Informed](#) website.

## 2. Scope

This Procedure provides a Transport cluster-wide approach, however, its implementation rests with individual Transport agencies and their corporate management systems. Where indicated, more specific requirements within the Procedure are included for TfNSW.

This Procedure covers:

- Permanent, temporary and casual Transport staff, whether employed under an industrial instrument or contract
- Labour Hire and Professional Services Contractors (including Industry Partners and their subcontractors, and consultants).



### 3. Definitions

Staff includes:

- permanent or temporary employees, employed under industrial instruments or contract
- Labour hire and Professional Services Contractors (PSC) (including Industry Partners and their subcontractors, and consultants)

**COVID-19:** The disease caused by a virulent novel coronavirus (SARS-CoV-2) causing a global pandemic of serious illness.

**IMT** – The Incident Management Team within the COVID-19 Coordination Group which is responsible for the Transport COVID-19 hotline.

**'Transport':** TfNSW and its operating agencies.

### 4. Pandemic alerts

The decision about the stage of progression of a pandemic will be made by the NSW and Federal Governments and globally by the World Health Organization (WHO). TfNSW management plans will be triggered by the Secretary, modified by these external decision-makers and in conjunction with the phases within the COVID-19 plan.

#### 4.1. Prevention and preparedness

During this stage there may be evidence of cases of transmission abroad, with or without limited imported cases in Australia. Cases are identified and isolated, and contacts traced and managed by NSW Health. The Transport management strategy during this stage comprises of general hygiene measures and the communication of COVID-19 updates and actions to staff.

#### 4.2. Containment

During this phase the level of risk increases, with evidence of local transmission occurring, NSW Health will issue advice on the circumstances in which people must self-isolate. Management of infected persons and contact tracing continue to be managed by NSW Health. As the stage progresses and cases become more widespread, the capacity for NSW Health to contact and trace all cases may diminish and, if this occurs, Transport for NSW may need to actively record cases and contacts in the Transport workforce. If this becomes the case then this procedure will be updated.

#### 4.3. Transmission minimisation

In the event that COVID-19 becomes established in Australia with high levels of person-to-person transmission occurring locally, the criteria for suspecting that a person is infected may broaden. Containment may continue as a strategy for a period of time but, if containment fails, then sickness management and transmission minimisation may become the primary methods of pandemic management. NSW Health will continue to issue advice on the circumstances in which people must self-isolate and any other necessary actions.

The detail in this procedure concerning infectious periods will be updated as more is known of how the virus is circulating and being transmitted.

## 5. Awareness and Response to Information from NSW Health

Employees will receive information, including frequently asked questions that will be updated in line with media releases and guidelines from NSW Health. However, it is everyone's responsibility to keep up to date with NSW Health's COVID-19 information on its website. The information is continually being updated as new cases are identified and it is everyone's responsibility to frequently check and follow the advice at all times.

### 5.1. NSW Health Self-isolation Directions

Information from NSW Health includes a number of circumstances in which people must self-isolate and for how long. At the time of writing this includes:

- All travelers returning to Australia from overseas.
- Close contacts of confirmed cases of Coronavirus.
- Persons who have visited a NSW COVID-19 case location on the dates and times listed on the Health website.
- All other people tested for COVID-19 until they receive their test results.
- NSW residents returning to NSW from Victoria.
- Passenger service operators and crew, maintenance and construction workers who have a NSW border entry permit and as a condition of that permit are required to self-isolate while not performing the critical service.

Transport staff labour hire and PSC must comply with the home isolation guidelines from the NSW Government. Managers of PSC or labour hire must ensure that their employer (labour hire or other company for those who are not self-employed) approve of the change in work location where working from home is feasible.

Where working from home is not feasible then PSC and labour hire should contact their employer to determine appropriate arrangements to cover the time. Transport managers should continue to approve labour hire and PSC timesheets that accurately reflect hours of work done.

Transport also asks people not to attend work if a member of their household has developed symptoms after attending one of the COVID-19 case locations during the times and dates specified by NSW Health and has gone to get tested. People in this circumstance should not attend the workplace until the results become available. In the case of labour hire and PSC, managers should talk to their People Partner about what to do to manage the absence.

### 5.2. Masks

NSW Health advises that people who have symptoms and might be infected with COVID-19, including those who are in isolation at home, should wear a surgical face mask when in the same room as another person and when seeking medical advice. This is to reduce the risk of transmitting COVID-19 to anyone else.

NSW Health also strongly recommends that people in NSW wear face masks in four key situations:

- If you are in an enclosed space where physical distancing is difficult, including on public transport and buying groceries
- If you work in a customer-facing role
- If you're attending a place of worship such as a church, synagogue or mosque



- If you are in an area of high community transmission.

We encourage customers to stay at home if unwell, practise physical distancing and good personal hygiene. It is strongly recommended customers wear a face mask when using the public transport network across NSW.

Transport also strongly recommends face masks be used by our customer-facing and frontline staff, especially in situations where physical distancing is difficult or not possible.

## 6. Reporting suspected and confirmed cases and returning to work: procedures for COVID-19 during a declared containment stage

The procedures in the section below applies during a declared containment stage. The instruction to an individual to self-isolate and the tracing of contacts are functions that are performed by NSW Health. In the latter stages of containment it is possible that the number of cases may become too great to be managed solely by NSW Health and require employers to assume a greater responsibility for managing cases and contacts. If this becomes the case then this procedure will be updated.

### 6.1. When an employee has visited a NSW Health COVID-19 case location during the specified time period that requires self-isolation

All actions as specified by NSW Health must be followed. For the purpose of interpretation in this Standard, an employee who has visited a NSW Health COVID-19 case location during the specified time period that requires self-isolation shall follow the same requirements as an employee who has had close contact with a confirmed case of COVID-19.

### 6.2. When an employee has no symptoms but has had close contact with a confirmed case of COVID-19

This section only applies where the employee has had close contact with a confirmed case of COVID-19 but he or she is still completely well. Close contact is defined as requiring:

- face-to-face contact in any setting with a confirmed or probable case, for greater than 15 minutes cumulative over the course of a week, in the period extending from 48 hours before onset of symptoms in the confirmed or probable case, or
- sharing of a closed space with a confirmed or probable case for a prolonged period (e.g. more than 2 hours) in the period extending from 48 hours before onset of symptoms in the confirmed or probable case.

#### 6.2.1. Actions to be taken

Reporting of the suspected exposure to COVID-19 is required to be completed via the TSS online [COVID-19 reporting form](#).

If the close contact exposure was more than 14 days before and the employee remains well, he or she should be advised that:

- the incubation period has passed and they have not contracted COVID-19;
- they may safely return to work;
- no contact tracing or further action is indicated.

If the exposure was less than 14 days before and the employee remains symptomatically well, the employee should be advised:

- If NSW Health has advised the individual to self-isolate at home for 14 days from the date of the last close contact to the known case, or if it is assessed that NSW Health may not yet have had the opportunity to make contact yet and the employee meets the definition of close contact:
  - Do not attend work. Stay at home, unless it is necessary to leave for medical reasons, e.g. having a COVID-19 test.
  - Wear a surgical mask at home if in contact with any other people;
  - Wear a surgical mask if required to leave home e.g. to visit a health professional;
  - Endeavour to maintain a distance of at least 1.5m from others until 14 days have passed from the date of the close contact exposure;
  - Monitor their temperature and any other symptoms and implement measures relating to general, hand and respiratory hygiene.
  - If the employee develops symptoms of COVID-19 he or she should manage the situation in accordance with section 5.3 below.
  - When 14 days have passed from the date of close contact and it is confirmed that they are symptom-free the employee may return to work.
- If NSW Health has not advised the employee to self-isolate or if the employee does not meet the definition of close contact manage as per 6.3 below.

### 6.3. Where the employee has no symptoms but has had casual contact with a known case of COVID-19

A casual contact is someone who has been in face to face contact for less than 15 minutes, or been in the same closed space for less than 2 hours, as a person who has tested positive for COVID-19 when that person was infectious i.e. when they had symptoms or in the 48 hours before developing symptoms.

If a worker has been identified to have had casual contact with someone who is confirmed to have infection with COVID-19 while they were infectious they should be advised to:

- Continue to work as usual;
- Monitor their health until 14 days after they were last exposed to the infectious person;
- Watch for these signs and symptoms:
  - fever
  - cough
  - shortness of breath
  - other early symptoms to watch for are chills, body aches, sore throat, headache and runny nose;
- Manage as per 6.4 if the employee develops symptoms.

### 6.4. Employee develops symptoms of COVID-19

#### 6.4.1. General measures

Symptoms of COVID-19 are a fever, cough and shortness of breath. Other early symptoms are chills, body aches, sore throat, headache and runny nose.

If at work the employee should don a surgical mask, if available, as soon as possible and leave the workplace and seek medical advice.

The employee should endeavour to maintain a distance of at least 1.5m from others, if possible.



The employee should perform hand hygiene using an alcohol-based hand rub or soap and water.

The work station surfaces should be cleaned with disinfecting wipes, including the telephone, keyboard, controls, handles and other surfaces that have been touched by the employee. Any soiled wipes and tissues should be placed in a bin.

The employee should cover their nose and mouth with a disposable tissue every time that they cough or sneeze, dispose of the tissue in a bin and perform hand hygiene afterwards using an alcohol-based hand rub or soap and water.

The employee should seek medical advice in relation to testing for COVID-19, assessment of severity of disease and treatment.

Co-workers should continue their normal duties, the worksite should be managed as per section 5.6 below, and co-workers should wait for the individual to be tested and for the results to be available.

If COVID-19 is confirmed manage as per section 6.5. If COVID-19 is excluded then manage as per a non-COVID respiratory illness.

## 6.5. If an employee is diagnosed with COVID-19

Within TfNSW, the primary responsibility for reporting within sits with the senior line manager e.g. TfNSW Project Director. The IMT will liaise with TfNSW line management on cases with TfNSW line management being the conduit to liaise with PSC or labour hire.

### 6.5.1. Reporting Actions to be Taken

All leadership teams are to be aware of the need for immediate reporting of confirmed COVID-19 cases to the 24-hour/7 days TfNSW COVID-19 IMT hotline.

Where we engage PSC or labour hire, they are to be made aware of the need for immediate reporting of confirmed COVID-19 cases in the same way as would occur for a significant safety incident. Where the PSC or labour hire is unable to immediately contact the TfNSW contact to escalate a confirmed COVID-19 case, the PSC or labour hire must directly report cases through to the hotline to facilitate the timely reporting of cases to IMT.

Call the COVID-19 IMT hotline immediately on 1800 091 966 with the following information:

1. Name of worker who has returned a positive test for COVID-19 infection. Note: Seek consent from infected worker for release of name to co-workers to help in determining who is (or isn't) a close contact
2. Job title of infected worker, employer and work location (last work location attended plus any other work locations visited whilst symptomatic or in the 48 hours beforehand)
3. Contact mobile number for infected person (so the person can be contacted while receiving treatment and/or in isolation)
4. Supervisor's name and mobile phone contact details
5. Time, date and location that the employee last worked
6. Time and date that COVID-19 symptoms commenced
7. Date of Testing for COVID-19
8. Date of Notification to TfNSW of confirmed COVID-19 infection case
9. If the employee was at work whilst symptomatic or in the 48 hours beforehand confirm whether or not their work area was wiped down with disinfectant at the end of the last shift worked



10. Do we know (e.g. from the infected worker) whether NSW Health have undertaken contact tracing and notified identified close contacts. If so provide details
11. The names, roles and where possible contact details of any co-workers who have been in close contact with the infected worker (greater than 15 minutes cumulative over the course of a week of face-to-face contact in any setting with a confirmed or probable case of COVID-19 in the period extending from 48 hours before onset of symptoms in the confirmed or probable case, or sharing of a closed space with a confirmed or probable case of COVID-19 for more than 2 hours in the period extending from 48 hours before onset of symptoms in the confirmed or probable case)
12. Phone number where the employee can be contacted while receiving treatment and/or in isolation.

At the time of last revision of this procedure NSW Health is still conducting contact tracing and informing close contacts, including any co-workers, of the need to self-isolate.

#### 6.5.2. Actions to be taken by the IMT Transport Hotline

- Employee should be advised:
  - not to attend work or resume work until a doctor confirms that they have recovered from COVID-19;
  - to self-isolate as per medical advice;
  - that they should wear a mask if in contact with other people;
  - they should maintain a distance from others of at least 1.5m;
  - to use general hand and respiratory hygiene practices;
  - to contact their manager if their health status changes;
  - ask employee for their consent to inform their manager and work contacts of the diagnosis.
- Employee's manager should be advised that the employee is unfit for work.
- Ask employee's manager when high touch surface disinfection and disinfection of the employee's work area last occurred. If the employee was at work whilst symptomatic, or in the 48 hours beforehand, and if disinfection has not already occurred, arrange for this to happen;
- Contacts should be managed as per 6.2 and 6.3 and advised that they may contact the Employee Assistance Program (EAP) for help with fear or grief related to their own illness, or that of friends, family or co-workers.

#### 6.5.3. Case Management

The relevant Transport team and where relevant, PSC or labour hire team shall consult, co-operate and co-ordinate around COVID-19 case management. This includes:

- Whilst NSW Health are responsible for working with the infected worker around contact tracing, steps shall be taken to manage risks in the interim:
  - The priority is around identifying "close contacts" that are most at risk of having contacted the infection. These people shall be directed to self-isolate at home for 14 days and seek medical advice if symptoms develop. Further detail is provided in s6.2 and s.6.3).
  - "Casual contacts" have a lower risk of contracting infection. Nevertheless, they should be made aware of the situation and shall be directed to monitor for symptoms as per s.6.3). In the event that symptoms arise the worker shall self-isolate and seek medical advice as per s.6.4).
- Organising timely, detailed cleaning of the location where the infected worker spend time whilst potentially infectious (this is at the period 48 hours prior to symptoms being experienced) including focus on high touch areas such as door handles, lift buttons, common work surfaces, work stations etc.
- Communicating to relevant stakeholders including those who may have been in contact with the infected worker to share details of what is known about what has

- happened, what has been done about it and next steps.
- Providing support to impacted teams and individuals including via provision of EAP services.
- Managing return to work.

#### 6.5.4. Returning to work

When an employee can return to work after testing positive to Coronavirus is dependent on the severity of the case and the treatment. Regardless of the situation, an isolation period will be determined by NSW Health.

Employees who have been unwell with confirmed COVID-19 must not return to work until a doctor confirms that they have recovered from COVID-19 as per the National Guidelines for release from isolation for non-healthcare workers, which are as follows:

1. Confirmed cases who are asymptomatic

The case can be released from isolation if at least 10 days have passed since the first positive sample was taken and no symptoms have developed during this period.

The case should be advised to continue to be diligent to hand hygiene and cough etiquette and practise social distancing, as is indicated for the rest of the community, as this will assist in reducing transmission.

2. Confirmed or probable cases with mild illness who did not require hospitalisation

The case can be released from isolation if they meet all of the following criteria:

- at least 10 days have passed since the onset of symptoms; and
- there has been resolution of all symptoms of the acute illness for the previous 72 hours.

The case should be advised to continue to be diligent to hand hygiene and cough etiquette and practise social distancing, as is indicated for the rest of the community, as this will assist in reducing transmission.

3. Confirmed or probable cases with more severe illness who have been discharged from hospital.

If the case is ready clinically for hospital discharge, but has not had two consecutive swabs taken at least 24 hours apart which are negative for SARS-CoV-2 by PCR, then they should be discharged to home isolation.

- The case can be released from isolation if they meet the following criteria: at least 10 days have passed since hospital discharge; and
- there has been resolution of all symptoms of the acute illness for the previous 72 hours.

If the case, at or prior to discharge, has had two consecutive swabs taken at least 24 hours apart which are negative for SARS-CoV-2 by PCR, then the case can simultaneously be discharged and released from isolation.

The case should be advised to continue to be diligent to hand hygiene and cough etiquette and practise social distancing, as is indicated for the rest of the community, as this will assist in reducing transmission.

Note: Cases returning to a higher risk setting (such as working in a health care setting) must meet a higher standard involving the following criteria:

- The case must be at least 10 days after the onset of the acute illness.
- The person must be afebrile for the previous 48 hours.



- Resolution of the acute illness for the previous 24 hours.
- PCR negative on at least two consecutive respiratory specimens collected at least 24 hours apart at least 7 days after symptom onset.

If a person who meets one of the abovementioned criteria (points 1, 2, and 3) is additionally swabbed and tests positive, then the person can still return to work based on current evidence from the literature and Australian public health experience that suggests these people are unlikely to be infectious.

Further reporting to the IMT Hotline is required where an employee is deemed fit to return to work after having tested positive to Coronavirus by the senior line manager of the employee for case closure.

## 6.6. Exposure to a person with possible COVID-19

This section applies where the employee has had exposure to another individual with symptoms of COVID-19 but it is not known, or not yet known, whether or not that person has COVID-19.

Everyday activities such as travelling to and from work, shopping, walking through public areas of a station and attending meetings are likely to result in employees coming into contact with people who have non-specific symptoms such as coughing, sneezing or nasal congestion. In most such cases the employee will have no other information about the person's illness.

Actions to be taken are:

- **If the exposure was more than 14 days beforehand and the employee remains well** he or she can be advised that the incubation period has passed, that they have not contracted COVID-19 and they may safely work.
- **If the exposure was less than 14 days beforehand** then the employee should be advised that as it is not known whether they have been exposed to COVID-19 or another infection; Self-isolation is not indicated in this situation; unless:
  - The member of the employee's household has developed symptoms after attending one of the COVID-19 case locations during the times and dates specified by NSW Health and has gone to get tested.  
People in this circumstance should not attend the workplace until the results become available:
  - If the household member tests negative then the employee can return to work.
  - If the household member tests positive then the employee should be managed in accordance with 6.2.
- **In all other cases:**
  - The exposed employee continues to work
  - Await results of COVID-19 testing of the unwell individual, if this is possible
    - If COVID testing of the unwell individual is positive manage as per 6.2 or 6.3
    - If COVID testing of the unwell individual is negative no further action is required
  - If results of COVID testing of the unwell individual cannot be obtained:
    - Continue to work as usual.
    - Monitor health until 14 days have passed from the last exposure to the unwell person.
    - Watch for these signs and symptoms:
      - fever

- cough
  - shortness of breath
  - other early symptoms to watch for are chills, body aches, sore throat, headache and runny nose.
- If the employee already has symptoms of COVID-19, or if they develop symptoms, then the case should be managed in accordance with section 6.4.

## 6.7. Other exposures to individuals who have no symptoms of COVID-19

The following situations do not require self-isolation or any workplace measures:

- Contact with an individual who has returned from abroad or from Victoria and who is well and exhibiting no symptoms;
- Contact with an asymptomatic individual who is themselves a contact of a person with known or suspected COVID.

## 7. Worksite management following a suspected or confirmed cases of COVID-19

If at work the unwell employee should don a surgical mask, if available, as soon as possible and leave the workplace and seek medical advice.

The unwell employee should endeavour to maintain a distance of at least 1.5m from others, if possible.

All employees at the site should continue to maintain general hygiene measures including performing regular hand hygiene using an alcohol-based hand rub or soap and water and covering nose and mouth with a disposable tissue every time that they cough or sneeze. Dispose of tissues in a bin and perform hand hygiene afterwards using an alcohol-based hand rub or soap and water.

The surfaces of the unwell individual's workstation should be disinfected, if this has not already occurred, including the desk, telephone, keyboard, controls, handles and other surfaces that have been touched by the employee.

Frequently touched hard surfaces in the workplace, such as door handles and lift call buttons, should be wiped with a disinfectant, if this has not already occurred since the worker departed the workplace. Any soiled wipes and tissues should be placed in a bin.

Co-workers should continue their normal duties and wait for the individual to be tested and for the results to be available.

If COVID-19 is confirmed manage the unwell individual as per section 6.5 and contacts as per 6.2 and 6.3.

If COVID-19 is excluded then manage as per a non-COVID respiratory illness.

## 8. Further information

Our online resources are being updated daily so please check back regularly for facts, regularly updated Q&As, new videos, and the latest health advice.



Transport information for our people	<a href="http://www.stayinformed.com.au">www.stayinformed.com.au</a>
NSW Health website	<a href="#">COVID-19 FAQs</a>
To report confirmed cases of coronavirus (24 hours)	1800 091 966
Reporting exposure to suspected cases of coronavirus	<a href="#">COVID-19 reporting form</a>
Employee general enquiries on coronavirus	133 877 (7am – 7pm, 7 days a week) <a href="#">Online form</a>
healthdirect	1800 022 222 <a href="http://www.healthdirect.gov.au">www.healthdirect.gov.au</a>
Employee Support Website	<a href="#">Staywell Hub</a>
Employee Assistance Program	TfNSW and Sydney Metro: <b>1300 360 364</b> Sydney Trains and NSW TrainLink: <b>1300 364 213</b> State Transit: <b>1300 687 327</b>

## 9. References

The table below lists material that supports or is referred to in this document.

Title
Australian Government Department of Health and Ageing. Interim National Pandemic Clinical Guidelines. June 2017
Coronavirus Disease 2019 (COVID-19) CDNA National Guidelines for Public Health Units
TfNSW General Hygiene Procedure
TfNSW Attendance and Leave Procedure
World Health Organization website

### **Annexure 3 – Supplier Risk Management Plan**

JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising	Project: Transport NSW - Blacktown	Date: 23/12/2020
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Resources (personnel, equipment, material, etc): Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes

Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising	Project: Transport NSW - Blacktown	Date: 23/12/2020
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Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	E	Catastrophic Risk – Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. <b>Elimination</b> – can the hazard/risk be eliminated? 2. <b>Substitution</b> – can the hazard/risk be substituted with a safer option? 3. <b>Engineering Control</b> – can we change the work process, equipment, tool or the environment to reduce the risk? 4. <b>Administrative Controls</b> – can we change the work procedure or the environment to reduce the risk? 5. <b>Personal Protective Equipment &amp; clothing (PPE)</b> – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Catastrophic	Catastrophic	High	Medium	Medium	H	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	M	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	L	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bay D,</li> </ul>	L	Olinga Services Management



JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising			Project: Transport NSW - Blacktown			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway.</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway.</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway.</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew.</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising			Project: Transport NSW - Blacktown			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"><li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li></ul>	C	3	M	<ul style="list-style-type: none"><li>Communicate to bus drives that sanitising must occurs on all buses</li><li>Sanitising crews to be educated on the above as well</li></ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"><li>Increased interaction between drivers and customers prompted by sanitising.</li><li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li></ul>	C	4	L	<ul style="list-style-type: none"><li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li></ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"><li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion).</li><li>Increased risk of people on laneway and colliding with a bus</li><li>Distraction – sanitising crew being distracted by customers</li></ul>	D	4	L	<ul style="list-style-type: none"><li>Educate sanitising crews on where to direct customers for information</li></ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"><li>Bus tail swing protrudes over the narrow outer footpath near stands.</li><li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus.</li></ul>	E	2	M	<ul style="list-style-type: none"><li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li></ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"><li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li></ul>	D	2	E	<ul style="list-style-type: none"><li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li></ul>	L	TfNSW Project Ops and Olinga

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Activity: Bus Layover Sanitising			Project: Transport NSW - Blacktown			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the train station as a safer spot</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness               <ul style="list-style-type: none"> <li>Encouraging the sanitising crews to seeking shade if possible</li> </ul> </li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L  Olinga Services Management and Staff

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Activity: Bus Layover Sanitising			Project: Transport NSW - Blacktown			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below:               <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



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Activity: Bus Layover Sanitising		Project: Transport NSW - Blacktown	Date: 23/12/2020	
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

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Activity: Bus Layover Sanitising		Project: Transport NSW - Blacktown		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

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Activity: Bus Layover Sanitising	Project: Transport NSW - Burwood	Date: 23/12/2020
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Resources (personnel, equipment, material, etc): Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes

**Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report**

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

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Activity: Bus Layover Sanitising	Project: Transport NSW - Burwood	Date: 23/12/2020
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Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	E	Catastrophic Risk - Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. Elimination – can the hazard/risk be eliminated? 2. Substitution – can the hazard/risk be substituted with a safer option? 3. Engineering Control – can we change the work process, equipment, tool or the environment to reduce the risk? 4. Administrative Controls – can we change the work procedure or the environment to reduce the risk? 5. Personal Protective Equipment & clothing (PPE) – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Catastrophic	Catastrophic	High	Medium	Medium	H	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	M	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	L	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	<ul style="list-style-type: none"> <li>Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts</li> </ul>	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bay B,</li> </ul>	L	Olinga Services Managem



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Activity: Bus Layover Sanitising			Project: Transport NSW - Burwood			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

**JOB SAFETY ANALYSIS**  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Burwood			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"> <li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>Communicate to bus drivers that sanitising must occur on all buses</li> <li>Sanitising crews to be educated on the above as well</li> </ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"> <li>Increased interaction between drivers and customers prompted by sanitising</li> <li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li> </ul>	C	4	L	<ul style="list-style-type: none"> <li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li> </ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"> <li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion).</li> <li>Increased risk of people on laneway and colliding with a bus</li> <li>Distraction – sanitising crew being distracted by customers</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Educate sanitising crews on where to direct customers for information</li> </ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"> <li>Bus tail swing protrudes over the narrow outer footpath near stands</li> <li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus</li> </ul>	E	2	M	<ul style="list-style-type: none"> <li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li> </ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"> <li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li> </ul>	D	2	E	<ul style="list-style-type: none"> <li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li> </ul>	L	TfNSW Project Ops and Olinga

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Activity: Bus Layover Sanitising			Project: Transport NSW - Burwood			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the train station as a safer spot</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness</li> <li>Encouraging the sanitising crews to seeking shade if possible</li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L Olinga Services Management and Staff

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Activity: Bus Layover Sanitising			Project: Transport NSW - Burwood			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below:               <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



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Activity: Bus Layover Sanitising		Project: Transport NSW - Burwood	Date: 23/12/2020	
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas.	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses.	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

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Activity: Bus Layover Sanitising		Project: Transport NSW - Burwood		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

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Activity: Bus Layover Sanitising	Project: Transport NSW - Campbelltown	Date: 23/12/2020
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Resources (personnel, equipment, material, etc): Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes

**Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report**

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

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Activity: Bus Layover Sanitising	Project: Transport NSW - Campbelltown	Date: 23/12/2020
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Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	E	Catastrophic Risk – Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. Elimination – can the hazard/risk be eliminated? 2. Substitution – can the hazard/risk be substituted with a safer option? 3. Engineering Control – can we change the work process, equipment, tool or the environment to reduce the risk? 4. Administrative Controls – can we change the work procedure or the environment to reduce the risk? 5. Personal Protective Equipment & clothing (PPE) – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Catastrophic	Catastrophic	High	Medium	Medium	H	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	M	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	L	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	<ul style="list-style-type: none"> <li>Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts</li> </ul>	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bay C,</li> </ul>	L	Olinga Services Managem



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Activity: Bus Layover Sanitising			Project: Transport NSW - Campbelltown			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned.</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

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Activity: Bus Layover Sanitising			Project: Transport NSW - Campbelltown			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"> <li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>Communicate to bus drives that sanitising must occurs on all buses</li> <li>Sanitising crews to be educated on the above as well</li> </ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"> <li>Increased interaction between drivers and customers prompted by sanitising.</li> <li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li> </ul>	C	4	L	<ul style="list-style-type: none"> <li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li> </ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"> <li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion)</li> <li>Increased risk of people on laneway and colliding with a bus</li> <li>Distraction – sanitising crew being distracted by customers</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Educate sanitising crews on where to direct customers for information</li> </ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"> <li>Bus tail swing protrudes over the narrow outer footpath near stands.</li> <li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus</li> </ul>	E	2	M	<ul style="list-style-type: none"> <li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li> </ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"> <li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li> </ul>	D	2	E	<ul style="list-style-type: none"> <li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li> </ul>	L	TfNSW Project Ops and Olinga

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Activity: Bus Layover Sanitising			Project: Transport NSW - Campbelltown			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the train station as a safer spot</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness</li> <li>Encouraging the sanitising crews to seeking shade if possible</li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L Olinga Services Management and Staff

JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Campbelltown			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below:               <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



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Activity: Bus Layover Sanitising		Project: Transport NSW - Campbelltown		Date: 23/12/2020
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

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Activity: Bus Layover Sanitising		Project: Transport NSW - Campbelltown		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

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Activity: Bus Layover Sanitising	Project: Transport NSW - Chatswood	Date: 23/12/2020
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Resources (personnel, equipment, material, etc): Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes

**Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report**

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

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Activity: Bus Layover Sanitising	Project: Transport NSW - Chatswood	Date: 23/12/2020
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Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	E	Catastrophic Risk - Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. Elimination – can the hazard/risk be eliminated? 2. Substitution – can the hazard/risk be substituted with a safer option? 3. Engineering Control – can we change the work process, equipment, tool or the environment to reduce the risk? 4. Administrative Controls – can we change the work procedure or the environment to reduce the risk? 5. Personal Protective Equipment & clothing (PPE) – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Catastrophic	Catastrophic	High	Medium	Medium	H	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	M	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	L	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	<ul style="list-style-type: none"> <li>Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts</li> </ul>	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bay C,</li> </ul>	L	Olinga Services Management



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Activity: Bus Layover Sanitising			Project: Transport NSW - Chatswood			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned.</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

**JOB SAFETY ANALYSIS**  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Chatswood			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"> <li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>Communicate to bus drives that sanitising must occurs on all buses</li> <li>Sanitising crews to be educated on the above as well</li> </ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"> <li>Increased interaction between drivers and customers prompted by sanitising.</li> <li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li> </ul>	C	4	L	<ul style="list-style-type: none"> <li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li> </ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"> <li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion)</li> <li>Increased risk of people on laneway and colliding with a bus</li> <li>Distraction – sanitising crew being distracted by customers</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Educate sanitising crews on where to direct customers for information</li> </ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"> <li>Bus tail swing protrudes over the narrow outer footpath near stands.</li> <li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus</li> </ul>	E	2	M	<ul style="list-style-type: none"> <li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li> </ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"> <li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li> </ul>	D	2	E	<ul style="list-style-type: none"> <li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li> </ul>	L	TfNSW Project Ops and Olinga

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Activity: Bus Layover Sanitising			Project: Transport NSW - Chatswood			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the train station as a safer spot</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness</li> <li>Encouraging the sanitising crews to seeking shade if possible</li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L Olinga Services Management and Staff

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Activity: Bus Layover Sanitising			Project: Transport NSW - Chatswood			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below:               <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



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Activity: Bus Layover Sanitising		Project: Transport NSW - Chatswood	Date: 23/12/2020	
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

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Activity: Bus Layover Sanitising		Project: Transport NSW - Chatswood		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

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Activity: Bus Layover Sanitising	Project: Transport NSW - Circular Quay	Date: 23/12/2020
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Resources (personnel, equipment, material, etc): Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes

**Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report**

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

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<b>Activity: Bus Layover Sanitising</b>	<b>Project: Transport NSW - Circular Quay</b>	<b>Date: 23/12/2020</b>
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Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	<b>E</b>	Severe Risk - Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. <b>Elimination</b> – can the hazard/risk be eliminated? 2. <b>Substitution</b> – can the hazard/Risk be substituted with a safer option? 3. <b>Engineering Control</b> – can we change the work process, equipment, tool or the environment to reduce the risk? 4. <b>Administrative Controls</b> – can we change the work procedure or the environment to reduce the risk? 5. <b>Personal Protective Equipment &amp; clothing (PPE)</b> – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Catastrophic	Catastrophic	High	Medium	Medium	<b>H</b>	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	<b>M</b>	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	<b>L</b>	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	<ul style="list-style-type: none"> <li>Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts</li> </ul>	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bay B,</li> </ul>	L	Olinga Services Managem



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Activity: Bus Layover Sanitising			Project: Transport NSW - Circular Quay			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned.</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

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Activity: Bus Layover Sanitising			Project: Transport NSW - Circular Quay			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"> <li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>Communicate to bus drives that sanitising must occurs on all buses</li> <li>Sanitising crews to be educated on the above as well</li> </ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"> <li>Increased interaction between drivers and customers prompted by sanitising.</li> <li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li> </ul>	C	4	L	<ul style="list-style-type: none"> <li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li> </ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"> <li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion)</li> <li>Increased risk of people on laneway and colliding with a bus</li> <li>Distraction – sanitising crew being distracted by customers</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Educate sanitising crews on where to direct customers for information</li> </ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"> <li>Bus tail swing protrudes over the narrow outer footpath near stands.</li> <li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus</li> </ul>	E	2	M	<ul style="list-style-type: none"> <li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li> </ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"> <li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li> </ul>	D	2	E	<ul style="list-style-type: none"> <li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li> </ul>	L	TfNSW Project Ops and Olinga

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Activity: Bus Layover Sanitising			Project: Transport NSW - Circular Quay			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the train station as a safer spot</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness</li> <li>Encouraging the sanitising crews to seeking shade if possible</li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L Olinga Services Management and Staff

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Activity: Bus Layover Sanitising			Project: Transport NSW - Circular Quay			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below:               <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising		Project: Transport NSW - Circular Quay	Date: 23/12/2020	
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

**JOB SAFETY ANALYSIS**  
**OLINGA SERVICES**



Activity: Bus Layover Sanitising		Project: Transport NSW - Circular Quay		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising	Project: Transport NSW - Epping	Date: 23/12/2020
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Resources (personnel, equipment, material, etc): Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes

**Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report**

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

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Activity: Bus Layover Sanitising	Project: Transport NSW - Epping	Date: 23/12/2020
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Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	E	Catastrophic Risk - Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. Elimination – can the hazard/risk be eliminated? 2. Substitution – can the hazard/risk be substituted with a safer option? 3. Engineering Control – can we change the work process, equipment, tool or the environment to reduce the risk? 4. Administrative Controls – can we change the work procedure or the environment to reduce the risk? 5. Personal Protective Equipment & clothing (PPE) – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Catastrophic	Catastrophic	High	Medium	Medium	H	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	M	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	L	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	<ul style="list-style-type: none"> <li>Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts</li> </ul>	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bay B,</li> </ul>	L	Olinga Services Managem



JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Epping			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned.</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

**JOB SAFETY ANALYSIS**  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Epping			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"> <li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>Communicate to bus drivers that sanitising must occur on all buses</li> <li>Sanitising crews to be educated on the above as well</li> </ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"> <li>Increased interaction between drivers and customers prompted by sanitising.</li> <li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li> </ul>	C	4	L	<ul style="list-style-type: none"> <li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li> </ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"> <li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion)</li> <li>Increased risk of people on laneway and colliding with a bus</li> <li>Distraction – sanitising crew being distracted by customers</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Educate sanitising crews on where to direct customers for information</li> </ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"> <li>Bus tail swing protrudes over the narrow outer footpath near stands.</li> <li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus</li> </ul>	E	2	M	<ul style="list-style-type: none"> <li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li> </ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"> <li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li> </ul>	D	2	E	<ul style="list-style-type: none"> <li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li> </ul>	L	TfNSW Project Ops and Olinga

JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Epping			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the train station as a safer spot</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness</li> <li>Encouraging the sanitising crews to seeking shade if possible</li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L Olinga Services Management and Staff

JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Epping			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below: <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



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Activity: Bus Layover Sanitising		Project: Transport NSW - Epping	Date: 23/12/2020	
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

**JOB SAFETY ANALYSIS**  
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Activity: Bus Layover Sanitising		Project: Transport NSW - Epping		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

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Activity: Bus Layover Sanitising	Project: Transport NSW - Hornsby	Date: 23/12/2020
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Resources (personnel, equipment, material, etc): Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes

**Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report**

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

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Activity: Bus Layover Sanitising

Project: Transport NSW - Hornsby

Date: 23/12/2020

Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	E	Critical Risk - Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. <b>Elimination</b> – can the hazard/risk be eliminated? 2. <b>Substitution</b> – can the hazard/risk be substituted with a safer option? 3. <b>Engineering Control</b> – can we change the work process, equipment, tool or the environment to reduce the risk? 4. <b>Administrative Controls</b> – can we change the work procedure or the environment to reduce the risk? 5. <b>Personal Protective Equipment &amp; clothing (PPE)</b> – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Critical	Critical	High	Medium	Medium	H	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	M	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	L	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	<ul style="list-style-type: none"> <li>Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts</li> </ul>	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bay D,</li> </ul>	L	Olinga Services Management



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Activity: Bus Layover Sanitising			Project: Transport NSW - Hornsby			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned.</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

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Activity: Bus Layover Sanitising			Project: Transport NSW - Hornsby			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"> <li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>Communicate to bus drives that sanitising must occurs on all buses</li> <li>Sanitising crews to be educated on the above as well</li> </ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"> <li>Increased interaction between drivers and customers prompted by sanitising.</li> <li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li> </ul>	C	4	L	<ul style="list-style-type: none"> <li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li> </ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"> <li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion)</li> <li>Increased risk of people on laneway and colliding with a bus</li> <li>Distraction – sanitising crew being distracted by customers</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Educate sanitising crews on where to direct customers for information</li> </ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"> <li>Bus tail swing protrudes over the narrow outer footpath near stands.</li> <li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus</li> </ul>	E	2	M	<ul style="list-style-type: none"> <li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li> </ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"> <li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li> </ul>	D	2	E	<ul style="list-style-type: none"> <li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li> </ul>	L	TfNSW Project Ops and Olinga

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Activity: Bus Layover Sanitising			Project: Transport NSW - Hornsby			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the train station as a safer spot</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness</li> <li>Encouraging the sanitising crews to seeking shade if possible</li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L Olinga Services Management and Staff

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Activity: Bus Layover Sanitising			Project: Transport NSW - Hornsby			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below:               <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



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Activity: Bus Layover Sanitising		Project: Transport NSW - Hornsby	Date: 23/12/2020	
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

**JOB SAFETY ANALYSIS**  
**OLINGA SERVICES**



Activity: Bus Layover Sanitising		Project: Transport NSW - Hornsby		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

**JOB SAFETY ANALYSIS**  
**OLINGA SERVICES**



<b>Activity:</b> Bus Layover Sanitising	<b>Project:</b> Transport NSW - Hurstville	<b>Date:</b> 23/12/2020
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**Resources** (personnel, equipment, material, etc): **Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes**

**Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report**

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising

Project: Transport NSW - Hurstville

Date: 23/12/2020

Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	E	Critical Risk - Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. <b>Elimination</b> – can the hazard/risk be eliminated? 2. <b>Substitution</b> – can the hazard/risk be substituted with a safer option? 3. <b>Engineering Control</b> – can we change the work process, equipment, tool or the environment to reduce the risk? 4. <b>Administrative Controls</b> – can we change the work procedure or the environment to reduce the risk? 5. <b>Personal Protective Equipment &amp; clothing (PPE)</b> – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Critical	Critical	High	Medium	Medium	H	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	M	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	L	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	<ul style="list-style-type: none"> <li>Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts</li> </ul>	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bays A &amp; B,</li> </ul>	L	Olinga Services Managem



JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising			Project: Transport NSW - Hurstville			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned.</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

**JOB SAFETY ANALYSIS**  
**OLINGA SERVICES**



Activity: Bus Layover Sanitising			Project: Transport NSW - Hurstville			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"> <li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>Communicate to bus drivers that sanitising must occur on all buses</li> <li>Sanitising crews to be educated on the above as well</li> </ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"> <li>Increased interaction between drivers and customers prompted by sanitising.</li> <li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li> </ul>	C	4	L	<ul style="list-style-type: none"> <li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li> </ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"> <li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion)</li> <li>Increased risk of people on laneway and colliding with a bus</li> <li>Distraction – sanitising crew being distracted by customers</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Educate sanitising crews on where to direct customers for information</li> </ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"> <li>Bus tail swing protrudes over the narrow outer footpath near stands.</li> <li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus</li> </ul>	E	2	M	<ul style="list-style-type: none"> <li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li> </ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"> <li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li> </ul>	D	2	E	<ul style="list-style-type: none"> <li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li> </ul>	L	TfNSW Project Ops and Olinga

JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising			Project: Transport NSW - Hurstville			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the bus driver's toilet and train station as a safer spots (manager's office)</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness</li> <li>Encouraging the sanitising crews to seeking shade if possible</li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L Olinga Services Management and Staff

JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising			Project: Transport NSW - Hurstville			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below:               <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising		Project: Transport NSW - Hurstville	Date: 23/12/2020	
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

**JOB SAFETY ANALYSIS**  
**OLINGA SERVICES**



Activity: Bus Layover Sanitising		Project: Transport NSW - Hurstville		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

**JOB SAFETY ANALYSIS**  
**OLINGA SERVICES**



<b>Activity: Bus Layover Sanitising</b>	<b>Project: Transport NSW - Liverpool</b>	<b>Date: 23/12/2020</b>
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**Resources (personnel, equipment, material, etc):** Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes

**Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report**

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

**JOB SAFETY ANALYSIS**  
**OLINGA SERVICES**



<b>Activity: Bus Layover Sanitising</b>	<b>Project: Transport NSW - Liverpool</b>	<b>Date: 23/12/2020</b>
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Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	<b>E</b>	Critical Risk - Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. <b>Elimination</b> – can the hazard/risk be eliminated? 2. <b>Substitution</b> – can the hazard/risk be substituted with a safer option? 3. <b>Engineering Control</b> – can we change the work process, equipment, tool or the environment to reduce the risk? 4. <b>Administrative Controls</b> – can we change the work procedure or the environment to reduce the risk? 5. <b>Personal Protective Equipment &amp; clothing (PPE)</b> – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Critical	Critical	High	Medium	Medium	<b>H</b>	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	<b>M</b>	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	<b>L</b>	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	<ul style="list-style-type: none"> <li>Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts</li> </ul>	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bay A</li> </ul>	L	Olinga Services Managem



JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising			Project: Transport NSW - Liverpool			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned.</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

**JOB SAFETY ANALYSIS**  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Liverpool			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"> <li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>Communicate to bus drivers that sanitising must occur on all buses</li> <li>Sanitising crews to be educated on the above as well</li> </ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"> <li>Increased interaction between drivers and customers prompted by sanitising.</li> <li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li> </ul>	C	4	L	<ul style="list-style-type: none"> <li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li> </ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"> <li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion)</li> <li>Increased risk of people on laneway and colliding with a bus</li> <li>Distraction – sanitising crew being distracted by customers</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Educate sanitising crews on where to direct customers for information</li> </ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"> <li>Bus tail swing protrudes over the narrow outer footpath near stands.</li> <li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus</li> </ul>	E	2	M	<ul style="list-style-type: none"> <li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li> </ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"> <li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li> </ul>	D	2	E	<ul style="list-style-type: none"> <li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li> </ul>	L	TfNSW Project Ops and Olinga

JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Liverpool			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the train station as a safer spot</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness               <ul style="list-style-type: none"> <li>Encouraging the sanitising crews to seeking shade if possible</li> </ul> </li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L  Olinga Services Management and Staff

JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising			Project: Transport NSW - Liverpool			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below:               <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising		Project: Transport NSW - Liverpool	Date: 23/12/2020	
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

**JOB SAFETY ANALYSIS**  
**OLINGA SERVICES**



Activity: Bus Layover Sanitising		Project: Transport NSW - Liverpool		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

JOB SAFETY ANALYSIS  
OLINGA SERVICES



Activity: Bus Layover Sanitising	Project: Transport NSW - Macquarie park	Date: 23/12/2020
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Resources (personnel, equipment, material, etc): Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes

**Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report**

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

**JOB SAFETY ANALYSIS**  
**OLINGA SERVICES**



<b>Activity: Bus Layover Sanitising</b>	<b>Project: Transport NSW - Macquarie park</b>	<b>Date: 23/12/2020</b>
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Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	<b>E</b>	Catastrophic Risk – Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. <b>Elimination</b> – can the hazard/risk be eliminated? 2. <b>Substitution</b> – can the hazard/risk be substituted with a safer option? 3. <b>Engineering Control</b> – can we change the work process, equipment, tool or the environment to reduce the risk? 4. <b>Administrative Controls</b> – can we change the work procedure or the environment to reduce the risk? 5. <b>Personal Protective Equipment &amp; clothing (PPE)</b> – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Catastrophic	Catastrophic	High	Medium	Medium	<b>H</b>	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	<b>M</b>	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	<b>L</b>	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	<ul style="list-style-type: none"> <li>Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts</li> </ul>	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bay B,</li> </ul>	L	Olinga Services Managem



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Activity: Bus Layover Sanitising			Project: Transport NSW - Macquarie park			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned.</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

**JOB SAFETY ANALYSIS**  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Macquarie park			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"> <li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>Communicate to bus drives that sanitising must occurs on all buses</li> <li>Sanitising crews to be educated on the above as well</li> </ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"> <li>Increased interaction between drivers and customers prompted by sanitising.</li> <li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li> </ul>	C	4	L	<ul style="list-style-type: none"> <li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li> </ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"> <li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion)</li> <li>Increased risk of people on laneway and colliding with a bus</li> <li>Distraction – sanitising crew being distracted by customers</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Educate sanitising crews on where to direct customers for information</li> </ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"> <li>Bus tail swing protrudes over the narrow outer footpath near stands.</li> <li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus</li> </ul>	E	2	M	<ul style="list-style-type: none"> <li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li> </ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"> <li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li> </ul>	D	2	E	<ul style="list-style-type: none"> <li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li> </ul>	L	TfNSW Project Ops and Olinga

JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Macquarie park			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the train station as a safer spot</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness               <ul style="list-style-type: none"> <li>Encouraging the sanitising crews to seeking shade if possible</li> </ul> </li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L  Olinga Services Management and Staff

JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Macquarie park			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below: <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising		Project: Transport NSW - Macquarie park	Date: 23/12/2020	
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

**JOB SAFETY ANALYSIS**  
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Activity: Bus Layover Sanitising		Project: Transport NSW - Macquarie park		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising	Project: Transport NSW - Penrith	Date: 23/12/2020
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Resources (personnel, equipment, material, etc): Gloves, Safety Vest, Chemical (CounterFlu by AGAR. TGA Certified for COVID19), Spray Bottles, Disposable cloth wipes

**Quick Checklist (to be completed On-Site) – Tick all relevant items and take them into account when compiling the report**

PPE Requirements		Permit Required	Special Equipment	Risk Assessment Checklist (Yes/No)	
<b>Clothing:</b>	<b>Eye Protection:</b>	RIW	Fire Extinguisher-Water	Was the work crew involved in developing the JSA?	N
Safety Helmet	Safety Glasses	ACS	Fire Extinguisher-CO <sub>2</sub>	Are all work crew personnel recorded on the JSA?	N
Safety Footwear	Full Face Shield/Visor	Client and Olinga Services Induction Completed	✓ Fire Extinguisher-Chemical	Has the JSA Prompt Sheet been used in the development of this JSA?	N
Heat Gear	Chemical Goggles	Other (Please Specify)	First Aid Equipment	Is a MSDS required?	Y
Long Sleeved Shirt / Pants	✓ Reflective Vests	✓	Fire Blankets	<b>Potential Environmental Hazards</b>	
Leather Apron	Other (Please Specify)		Lifting Equipment	Air Pollution (dust, fumes)	
Chemical Proof Coveralls			Barricading/Signs	✓ Hazard to Flora or Fauna	
Safety Raincoat	<b>Respiratory Protection:</b>		Fans/Extraction	Noise (plant & equipment)	
Disposable Overalls	Dust Mask		Other (Please Specify)	Spills to drains/waterways	
High Viz Vest/Clothing	✓ Half Face Mask	✓		Spills to ground	
Gloves	✓ Full Face Mask			Soil erosion	
Other (Please Specify)	Other (Please Specify)			Other (Please Specify)	
<b>Fall Protection:</b>	<b>Hearing Protection:</b>	<b>Manual Handling</b>			
		Will hazardous manual handling be possible during the job?			
Edge Protection/Handrails	Ear Muffs	NONE There will be no Hazardous Manual Handling in this job.			
Full Body Harness / Lanyard	Ear Plugs	MH1 The task may involve high forces.			
Rescue Line	Other (Please Specify)	MH2 The task will require repetitive forceful movements?			
Other (Please Specify)		MH3 The task is likely to cause fatigue or soreness due to its long duration.			
		MH4 Environmental factors are likely to increase the chance of injury.			
		MH5 Awkward posture or movements.			

**JOB SAFETY ANALYSIS**  
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<b>Activity: Bus Layover Sanitising</b>	<b>Project: Transport NSW - Penrith</b>	<b>Date: 23/12/2020</b>
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Risk Assessment rating matrix		LIKELIHOOD (L Score)					Risk Level / Risk Class	Action Requirements	Hierarchy of Control Principle
		Almost Certain (A)	Likely (B)	Possible (C)	Unlikely (D)	Rare (E)			
CONSEQUENCES (C Score)	Catastrophic (1)	Catastrophic	Catastrophic	Catastrophic	High	Medium	<b>E</b>	Critical Risk – Immediate action required	All Risks/hazards control measures are to be implemented following the order of: 1. <b>Elimination</b> – can the hazard/risk be eliminated? 2. <b>Substitution</b> – can the hazard/risk be substituted with a safer option? 3. <b>Engineering Control</b> – can we change the work process, equipment, tool or the environment to reduce the risk? 4. <b>Administrative Controls</b> – can we change the work procedure or the environment to reduce the risk? 5. <b>Personal Protective Equipment &amp; clothing (PPE)</b> – eg. Gloves, Earplugs, Hard Hat, etc.
	Major (2)	Critical	Critical	High	Medium	Medium	<b>H</b>	High Risk – Immediate action required	
	Moderate (3)	High	High	Medium	Medium	Low	<b>M</b>	Medium Risk – Action by due date	
	Minor (4)	Medium	Medium	Low	Low	Low	<b>L</b>	Low Risk – Manage by routine procedures	
	Insignificant (5)	Medium	Low	Low	Low	Low			

Step No.	Job Step(s)	Risk/Hazard Description	L Score	C Score	Risk Score	Required Hazard Control	Residual Risk Score	Person Responsible
1	Arrival of sanitising crews	<ul style="list-style-type: none"> <li>Person injured by not wearing correct PPE</li> </ul>	C	2	H	<ul style="list-style-type: none"> <li>Staff to wear hi-viz vest, safety glasses, closed shoes, long pants, long shirts</li> </ul>	L	Olinga Services staff
		<ul style="list-style-type: none"> <li>Workers on site under the influence of alcohol and/or drugs</li> </ul>	E	3	L	<ul style="list-style-type: none"> <li>Zero Tolerance - No worker will be allowed on site if appears to be under the influence of drugs and/or alcohol</li> <li>Any worker that is found or suspected to be under the influence of drugs and/or alcohol will be removed from the worksite immediately</li> <li>Random drug and breath alcohol testing may occur anytime during the shift</li> </ul>	L	Olinga Services Supervisor All staff
2	Sanitising crews in high traffic flow areas	<ul style="list-style-type: none"> <li>People stepping onto the roadway or moving between buses and colliding with a bus</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Keep sanitising crew on the inside of the station, utilising Bay D,</li> </ul>	L	Olinga Services Managem



JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Penrith			Date: 23/12/2020	
		<ul style="list-style-type: none"> <li>Low lighting in laneway makes it hard for sanitising crews to be seen</li> <li>Distraction – fatigue, mobile phones, rushing, high-traffic flow</li> </ul>				<ul style="list-style-type: none"> <li>eliminating their need to step onto the roadway</li> <li>No sanitising crews to be stationed on the outside footpath of the laneway</li> <li>Induction and training to inform sanitising crews that they are prohibited from stepping onto the laneway</li> <li>Mandatory high visibility vests to be worn at all times</li> <li>No headphones to be worn by sanitising crew</li> <li>No mobile phones to be used by sanitising crew</li> </ul>	ent and Staff
3	Sanitising crews on buses	<ul style="list-style-type: none"> <li>Slips, trips, falls</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews to not rush and to wear appropriate footwear</li> <li>Communicate to the sanitising crews that buses must be stationary while being cleaned.</li> <li>Communicate to the sanitising crews that they should watch their step when they are stepping off and in of the buses, particularly at working at night and a darkness spot</li> </ul>	L Olinga Services Management and staff
		<ul style="list-style-type: none"> <li>Run over pedestrians</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>All buses will be laid up and without user during the sanitisation service</li> </ul>	L TfNSW Project Ops and Olinga Services staff

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Activity: Bus Layover Sanitising			Project: Transport NSW - Penrith			Date: 23/12/2020		
4	Driver/ cleaner interaction	<ul style="list-style-type: none"> <li>Driver's might feel they have to reduce their lay-up time/ breaks in order for the bus to be cleaned; may lead to rushing, may lead to poor engagement with sanitising crew</li> </ul>	C	3	M	<ul style="list-style-type: none"> <li>Communicate to bus drivers that sanitising must occur on all buses</li> <li>Sanitising crews to be educated on the above as well</li> </ul>	L	Olinga Services staff
5	Driver/ customer interaction	<ul style="list-style-type: none"> <li>Increased interaction between drivers and customers prompted by sanitising.</li> <li>Potential for customers to question drivers about sanitising regime, especially if they notice their bus wasn't cleaned. Potential for negative interaction</li> </ul>	C	4	L	<ul style="list-style-type: none"> <li>Communicate to driver's the relevant points to raise with customers if necessary (e.g. buses cleaned every night Depot, this is an extra clean where time permits)</li> </ul>	L	TfNSW Project Ops
6	Cleaner/ customer interaction	<ul style="list-style-type: none"> <li>Customers lingering near laneway to ask cleaners questions leading to an increased amount of people near laneway (distraction/ congestion)</li> <li>Increased risk of people on laneway and colliding with a bus</li> <li>Distraction – sanitising crew being distracted by customers</li> </ul>	D	4	L	<ul style="list-style-type: none"> <li>Educate sanitising crews on where to direct customers for information</li> </ul>	L	Olinga Services staff
7	Tail swing	<ul style="list-style-type: none"> <li>Bus tail swing protrudes over the narrow outer footpath near stands.</li> <li>Currently pedestrians are only permitted on the footpaths to board the bus and are not permitted to linger on footpaths along the side of the bus</li> </ul>	E	2	M	<ul style="list-style-type: none"> <li>Sanitising crews only allowed to board and alight bus from front door, in line with the glass door to the station. This eliminates the need for them to walk up and down the length of the bus on the outer footpath</li> </ul>	L	Olinga Services staff
8	Emergency Evacuation	<ul style="list-style-type: none"> <li>Emergency situations may arise due to a fire, explosion, chemical spill, medical emergency, natural disaster, bomb threat or violence</li> </ul>	D	2	E	<ul style="list-style-type: none"> <li>Implement the emergency evacuation training/exercises procedures for area defined in SWI</li> </ul>	L	TfNSW Project Ops and Olinga

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Activity: Bus Layover Sanitising			Project: Transport NSW - Penrith			Date: 23/12/2020	
						<ul style="list-style-type: none"> <li>In case of the emergency that require an evacuation, the staff must move to the train station as a safer spot</li> <li>The team Leader must report to the Olinga's Operation manager the emergency evacuation condition</li> <li>Olinga to inform the TfNSW about the emergency evacuation occurrence</li> </ul>	Services staff
9	Environment & Safety – Work outside	<ul style="list-style-type: none"> <li>Injury from exposure outside working environment at risk of heat, sun, cold, winding, and raining weather</li> </ul>	B	3	H	<ul style="list-style-type: none"> <li>Induction and training to instruct sanitising crews about the hazards of working outside in the heat, sun, cold, winding, and raining weather conditions and how to recognise and act on symptoms of any related illness               <ul style="list-style-type: none"> <li>Encouraging the sanitising crews to seeking shade if possible</li> </ul> </li> <li>Sanitising crews to wear the PPE according to the weather condition such as hat, sunscreen, and raincoat</li> <li>Providing a high factor sunscreen and hat for hot weather conditions</li> <li>Providing a raincoat for cold or raining weather conditions</li> <li>Encouraging the sanitising crews to drink water frequently and scheduling rest</li> </ul>	L Olinga Services Management and Staff

JOB SAFETY ANALYSIS  
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Activity: Bus Layover Sanitising			Project: Transport NSW - Penrith			Date: 23/12/2020		
10	Environment & Safety - Disposal of used materials/chemicals	<ul style="list-style-type: none"> <li>Risk of Covid-19 transmission to/from Olinga Services personnel</li> </ul>	B	1	E	<ul style="list-style-type: none"> <li>Sanitising crews had been trained to avoid touching their face, especially their mouth, nose, and eyes when sanitising</li> <li>Sanitising crews must wear impermeable disposable gloves and a surgical mask plus eye protection while sanitising</li> <li>Cleaners must use alcohol-based hand rub before putting on and after removing gloves</li> <li>Alcohol-based hand rub must also be used before and after removing the surgical mask and eye protection</li> <li>Sanitising waste management to not leaving nothing at the sites</li> <li>Educated sanitising crews to be COVID safe following recommendation below: <ul style="list-style-type: none"> <li>Practice the social distancing</li> <li>Washing and sanitising hands regularly</li> <li>Stay in if they feel unwell and get tested if any symptom</li> <li>Avoid crowded spaces if they have to do, they must wear mask</li> <li>Sanitise all equipment after use</li> </ul> </li> <li>Refer to TfNSW Covid Safe Document</li> </ul>	L	Olinga Services Management and Staff



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Activity: Bus Layover Sanitising		Project: Transport NSW - Penrith		Date: 23/12/2020
Additional Risk Controls Required	Action Proposed to be Taken	Responsible Officer(s)	Timeframe for Resolution	Action Reference
Arrival of sanitising crews	Responded			
Sanitising crews in high-traffic flow areas	Responded			
Sanitising crews in high traffic flow areas	Responded			
Sanitising crews on buses	Responded			
Sanitising crews on buses	Responded			
Driver/ cleaner interaction	Responded			
Driver/ customer interaction	Responded			

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Activity: Bus Layover Sanitising		Project: Transport NSW - Penrith		Date: 23/12/2020
Cleaner/ customer interaction	Responded			
Tail swing	Responded			
Emergency Evacuation	Responded			
Environment & Safety – Work outside	Responded			
Environment & Safety - Disposal of used materials/chemicals	Responded			

## Schedule 3 - Charges

Charges to be calculated on the basis of the rates set out in the table below and actual hours worked. For the avoidance of doubt, all figures below are exclusive of GST and include the cost of all Goods.

	Hours of Work Occurring During the Period (excluding breaks)	Hourly rate per Personnel
Monday-Friday		
Monday – Friday (outside regular hours)		
Saturday		
Sunday		
Public Holiday		

## Schedule 4 - Service Levels

Service Level	Measure	Metric
Timing of Sanitisation Services	The time it takes to complete Sanitisation Services per Eligible Vehicle	No greater than 5 minutes per Eligible Vehicle



## Schedule 5 – TfNSW Data

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### 1 TfNSW Data

- 1.1 **TfNSW Data** means all data, records and information relating to the operations, facilities, customers, clients, personnel, assets and programs of TfNSW in whatever form that information can exist and whether collected, entered into, stored in, generated by or processed as part of the provision of the Services.
- 1.2 **(Ownership of TfNSW Data)** TfNSW Data is and will remain the property of the TfNSW at all times, including during and after completion of this agreement. The Supplier must not place any lien, charge or other encumbrance over the TfNSW Data.
- 1.3 **(Use of TfNSW Data)** Except as required by statutory requirements, the Supplier must:
- (a) not use TfNSW Data for any purpose other than directly to perform its obligations under this agreement;
  - (b) not, and must ensure that its Personnel will not, sell, commercially exploit, hire, assign rights in, dispose of, or otherwise deal with any TfNSW Data in a way that is not in accordance with this agreement;
  - (c) not make any TfNSW Data available to a third party other than a subcontractor approved by the TfNSW and then only to the extent necessary to enable the approved subcontractor to perform its part of the Supplier's obligations under this agreement.
- 1.4 **(TfNSW Data Safeguards)** The Supplier must establish and maintain safeguards against the destruction, loss, unauthorised disclosure or alteration of any TfNSW Data in the possession or control of the Supplier according to the specifications. At a minimum, those safeguards must:
- (a) be consistent with and no less rigorous than those maintained by TfNSW to secure its data; and
  - (b) comply with all policies and procedures concerning TfNSW Data as specified by TfNSW from time to time.
- 1.5 **(Return of TfNSW Data)**
- (a) Subject to (b) below, the Supplier must return TfNSW Data to TfNSW immediately on termination or expiration of this agreement or on request by TfNSW at any time.
  - (b) The Supplier will comply with any requirements set out in the specifications in relation to the retention and disposal of TfNSW Data.

If there is TfNSW Data that is required by the Supplier to perform its obligations that survive the termination or expiration of this agreement (e.g. TfNSW Data required to perform warranty services), the Supplier may retain that TfNSW Data according to this agreement until the Supplier is no longer required to perform those obligations or on request by TfNSW at any time.

1.6 **(Other TfNSW Data requirements and obligations)** The Supplier must:

- (a) **(compliance with requirements and service levels)** comply with the information management (including data security) requirements, and any other reasonable requirements in relation to TfNSW Data as notified to it by TfNSW in writing from time to time;
- (b) **(compliance with statutory requirements)** comply with statutory requirements, including not do any act or engage in any practice that would breach any statutory requirements in relation to State Records and Personal Information (as defined in the relevant legislation), or which if done or engaged in by TfNSW, would be a breach of those statutory requirements;
- (c) **(preventing unauthorised personnel access)** prohibit and prevent any person who does not have the appropriate level of security clearance within the Supplier's organisation from gaining access to TfNSW Data;
- (d) **(notification of any breach)** notify TfNSW immediately and comply with all directions of TfNSW, if the Supplier becomes aware of the contravention of any of TfNSW Data security requirements;
- (e) **(implement business continuity plan)** implement and comply with the Business Continuity plan, as agreed with TfNSW, that includes TfNSW Data responsibilities;
- (f) **(notification of any non-compliance)** notify TfNSW and provide sufficient details where the Supplier is unable to or anticipates it will be unable to comply with any TfNSW Data responsibilities, requirements and obligations under this agreement;
- (g) **(backup and disaster recovery measures)** make backup copies of TfNSW Data and store and retain backup copies, and have adequate disaster recovery measures in place;
- (h) **(security measures)** provide such security and encryption measures in accordance with best practice industry standards appropriate for TfNSW Data;
- (i) **(access)** ensure TfNSW has access to TfNSW Data at the times, and in the manner set out in the specifications, whilst TfNSW Data is in the possession or under the control of the Supplier. (If the

specifications do not set out the times and manner in which TfNSW can access TfNSW Data, it will be taken as at reasonable times and in a reasonable manner.)

- (j) **(location of TfNSW Data)** store, hold, process or otherwise deal with any TfNSW Data in Australia;
- (k) **(retention and disposal)** implement and comply with the retention and disposal requirements in relation to TfNSW Data as set out in the specifications. The Supplier may delete, purge and/or disclose TfNSW Data where it is required to do so under any applicable law. Where there is a legal requirement for the Supplier to delete, purge and/or disclose any part of the TfNSW Data, it must promptly notify TfNSW of the request to enable TfNSW to respond and deal with the request;
- (l) **(deletion of TfNSW Data and certification)** delete TfNSW Data within 10 business days of a request to do so by TfNSW, and if requested by TfNSW, provide certification within 5 business days of such request that TfNSW Data has been deleted;
- (m) **(reporting, meetings and audit)**
  - (i) provide reports and attend meetings as set out in the specifications and agreed contract management plan, including in relation to compliance with the Supplier's TfNSW Data obligations under this agreement; and
  - (ii) on reasonable notice by TfNSW to the Supplier, permit and assist TfNSW and/or its representative to conduct an audit in relation to the Supplier's compliance with its TfNSW Data obligations under this agreement. Such audit may involve access to TfNSW Data in the control or possession of the Supplier, access to the Supplier's site(s), facilities, operations, systems, personnel and documentation to evidence and to verify the Supplier's processes and controls in relation to the TfNSW Data that is dealt with by the Supplier under this agreement. Unless otherwise agreed, each party will pay its own costs in relation to the audit.

#### 1.7 **(After termination)**

- (a) **(Access)** Within the period after termination of this agreement as set out in the specifications, the Supplier must, at no additional cost to TfNSW, provide TfNSW with a copy of all TfNSW Data in the format specified, or if no format is specified, in the standard format as usually provided by the Supplier.
- (b) **(Transition Out)** The Supplier must provide the transition out services as set out in the specifications. The transition out services

may include returning or, if requested by TfNSW, destroying documents or materials containing TfNSW Data together with any backups or other reproduction of those documents or materials.



# Attachment A - Contractor Statement Template

**NOTE:** this form is available online at  
<http://home.rta.nsw.gov.au/forms/categories/contractandroadworks/45062893.html>

<b>Transport for NSW</b>		<b>Contractor Statement</b> Payment of Workers, Payroll Tax & Worker's Compensation Premiums	
<b>All suppliers/contractors must provide this Statement with every invoice/Payment Claim for all works/services carried out for Transport for NSW (TfNSW). TfNSW is entitled by law to withhold payment until this Statement is provided (see Note 2 overleaf).</b>		<div style="font-size: small;">                         Workers Compensation Insurance Certificate of Currency for the work period in question. Unless the contractor is exempt                     </div> <div style="border: 1px solid black; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin-top: 5px;">                         Attach                     </div>	
<b>Details</b>			
Contractor's Legal Name:			
Contractor's Trading / Business Name:			
Contractor's ABN:		Contractor's ACN:	
Contractor's Address:			
TfNSW Contract No:		Project/Contract Title:	
Description of Works:			
Period of Work this Statement applies to (see Note 3):	From:	To:	
Invoice or Payment Claim Numbers this applies to:			
Invoice or Payment Claim Dates this Statement applies to:			
<b>Declaration</b>			
Tick one in each row			
I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:			
All workers engaged by the Contractor in respect of the works have been paid all remuneration entitlements.			
All workers compensation insurance premiums have been paid and <b>attached</b> is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; <b>or</b>			
the Contractor is an exempt employer for workers compensation purposes (see Note 6);			or
The Contractor is registered as an employer under the Payroll Tax Act 2007 and has paid all payroll tax due in respect of employees in relation to the works the subject of this Statement; <b>or</b>			
the Contractor is not required to be registered;			or
The Contractor has not engaged any subcontractors for the works the subject of this Statement; <b>or</b>			
The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors and believes it to be true			or
I am authorised to make this declaration and I am in a position to know the truth of its contents.			
Signature of Authorised Person:	Name of Signatory (print):		
Date:	Position / Job Title of Signatory (print - see Note 4):		
<div style="font-size: x-small;">                         (Electronic copy is available at: <a href="http://home.rta.nsw.gov.au/forms/categories/contractandroadworks/45062893.pdf">http://home.rta.nsw.gov.au/forms/categories/contractandroadworks/45062893.pdf</a>)                     </div> <div style="font-size: x-small; margin-top: 5px;">                         (see Notes on page 2)                          Page 1 of 2                     </div>			



Workers Compensation Insurance Certificate of Currency for the work period in question. Unless the contractor is exempt

## Notes

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.
2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:
  - a. All workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid; and
  - b. all remuneration payable to relevant employees for work under the contract has been paid; and
  - c. all payroll tax payable relating to the work undertaken has been paid.
3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.
4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).
5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).
6. Section 127(8) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.
7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

## Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS.

Generic versions of this Statement for non-RMS use can be obtained at:

[http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor\\_statement\\_form.pdf](http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf); or

<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

## Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

## Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

## Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes.

For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rmpt59.pdf>, visit the WorkCover website [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au), Office of State Revenue website [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au), or the Office of Industrial Relations, Department of Commerce website [www.commerce.nsw.gov.au](http://www.commerce.nsw.gov.au). Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

**NOTE:** this form is available online at  
<http://home.rta.nsw.gov.au/forms/categories/contractandroadworks/45062893.html>

## Attachment B - Insurance Policy Requirements

See Contract Details section for the required insurance amounts			
TYPES OF INSURANCES	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	STATE IF REQUIRED
Broadform Public Liability and Product Liability	Annually for the duration of the contract plus the duration of any warranty or maintenance periods.	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below; (c) lists TfNSW as an additional named insured; and (d) includes a cross liability clause as defined in clause 3 of the Definitions and Notes below.	Required if selected in the Contract Details
Motor Vehicle Comprehensive or Third Party Property Damage	Annually for the duration of the contract.	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) covers motor vehicles owned or used by the Contractor or its subcontractors directly or indirectly engaged in performance of the Services; and (c) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below;.	Required if selected in the Contract Details
Professional Indemnity	From time contract is awarded to completion of the contract plus 6 years following completion of the contract  The Insurance can be taken out as annual covers where the cover is to include a retroactive date being the commencement date of the contract	(a) Is an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) a description of the risk covered by the policy; (c) one automatic restatement per period of insurance; and (d) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below.	Required if selected in the Contract Details
Workers Compensation	Annually.	As per relevant Workers Compensation legislation.	Required if selected in the Contract Details
Fire and Extraneous Perils including Accidental Damage, Burglary, Theft and Transit Insurance (or similar Industrial Special Risks Insurance) whilst in the	Annually for the duration of the contract	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) Is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below; and (c) lists the Service Provider and all subcontractors for their respective rights, interests and liabilities as named insureds.	Required if selected in the Contract Details

See Contract Details section for the required insurance amounts			
TYPES OF INSURANCES	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	STATE IF REQUIRED
care, custody and control of the Service Provider.			
Personal Accident & Illness	Minimum of 104 weeks		Required if selected in the Contract Details
Definitions & Notes			
1	Approved Insurer means (a) An Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia; (b) Lloyds Underwriters; (c) A Treasury Managed Fund insurance scheme with the NSW State Government; or (d) The Comcover insurance scheme for the Australian Federal Government. Note that where the insurance risk is insured by a insurer not listed in Note 1(a) or 1(b) then a 'fronting' placement is acceptable from an insurer listed in Note 1(a) or 1(b).		
2	Insurances policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.		
3	A Cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit under the policy		
4	References in this Insurance Schedule to the "contractor" and the "contract" are to be interpreted to harmonise with the terminology used in the contract in which this Insurance Schedule is used (eg "Service Provider" and "Agreement" or as the case may be).		
<div><b>Advice to TfNSW Staff</b>  Contact the <a href="#">TfNSW Insurance Team</a> for further information and advice on this schedule or to check if additional insurances are required or whether an insurance policy complies with this schedule.</div>			



25 February 2021

[REDACTED]  
General Manager  
Olinga Services  
Unit 1, 24 Arthur Street  
Lavender Bay NSW 2060

**By email:** [REDACTED]

**TfNSW Goods and Services Agreement with Z180510 Pty Ltd trading as Olinga Services for the supply of sanitisation services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood & Macquarie Park — Notice of Further Term**

Dear Badi

I refer to the Goods and Services Agreement for the sanitisation services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood & Macquarie Park dated 24 December 2020 between Transport for NSW (ABN 18 804 239 602) (**TfNSW**) and Z180510 Pty Ltd (ABN 64 617 919 105) (the **Agreement**).

Pursuant to clause 2.2 of the Agreement, TfNSW gives notice that it has decided to extend the Agreement for the Further Term, so that the Agreement will expire on 30 June 2021.

Please note that TfNSW will conduct a review of the service capacity of the operations to better match patronage levels in the coming months and may consider adjustments to services after the review. Further information will be provided to you following the review.

Should you have any queries in relation to this letter, please contact [REDACTED]  
[REDACTED]

Yours faithfully

[REDACTED]  
[REDACTED]  
Transport for NSW, Director Enhanced Cleaning Program - Operations  
[REDACTED]

20-44 Ennis Road  
Milsons Point NSW 2061



Transport  
for NSW

31 May 2021

[REDACTED]  
General Manager  
Olinga Services  
Unit 1, 24 Arthur Street  
Lavender Bay NSW 2060

**By email:** [REDACTED]

**TfNSW Goods and Services Agreement with Z180510 Pty Ltd trading as Olinga Services for the supply of sanitisation services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood & Macquarie Park — Notice of Further Term**

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Pursuant to clause 2.2 of the Agreement, TfNSW gives notice that it has decided to extend the Agreement for the Further Term, so that the Agreement will expire on 30 September 2021.

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Should you have any queries in relation to this letter, please contact [REDACTED]  
[REDACTED]

Yours faithfully

[REDACTED]  
[REDACTED]

Transport for NSW, Director Enhanced Cleaning Program - Operations

[REDACTED]  
20-44 Ennis Road  
Milsons Point NSW 2061

---

Transport for NSW

7 Harvest Street, Macquarie Park NSW 2113 | PO Box K659, Haymarket NSW 1240  
T 02 8202 2200 | F 02 8202 2209 | W transport.nsw.gov.au | ABN 18 804 239 602

## Deed of Variation

Goods and Services Agreement - For the Supply of Sanitisation Services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood and Macquarie Park

Details		
Parties	TfNSW and Supplier	
TfNSW	Name	<b>Transport for NSW</b> (ABN 18 804 239 602)
	Address	20 Ennis Road, Milsons Point New South Wales, 2061
	Attention	██████████ Director Crisis Management ██████████
Supplier	Name	Z180510 Pty Ltd trading as Olinga Services
	ACN	617 919 105
	ABN	64 617 919 105
	Address	Unit I, 24 Arthur St, Lavender Bay, New South Wales 2060
	Attention	██████████ General Manager
Original Agreement	Goods and Services Agreement dated 24 <sup>th</sup> December 2020 between Transport for NSW and Z180510 Pty Ltd trading as Olinga Services	

# Deed of Variation



**Transport  
for NSW**

## Goods and Services Agreement - For the Supply of Sanitisation Services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood and Macquarie Park





Details		
Parties	TfNSW and Supplier	
TfNSW	Name	<b>Transport for NSW</b> (ABN 18 804 239 602)
	Address	20 Ennis Road, Milsons Point New South Wales, 2061
	Attention	██████████ A/Director Enhancement Cleaning Program ██████████
Supplier	Name	Z180510 Pty Ltd trading as Olinga Services
	ACN	617 919 105
	ABN	64 617 919 105
	Address	Unit I, 24 Arthur St, Lavender Bay, New South Wales 2060
	Attention	██████████ General Manager



<b>Original Agreement</b>	Goods and Services Agreement dated 24 <sup>th</sup> December 2020 between Transport for NSW and Z180510 Pty Ltd trading as Olinga Services
<b>Background</b>	<p>The Original Agreement had an Initial Term commencing on 25 December 2020 and ending on 31 March 2021. The Original Agreement was extended by the parties by two Further Terms of 3 months each in accordance with clause 2.2. Accordingly the Original Agreement is currently due to end on 30 September 2021.</p> <p>On 27 January 2021 the parties verbally agreed to extend the Service Days to provide extra CBD Summertime hours at the Circular Quay location for the period 1 February 2021 to 16 April 2021.</p> <p>On 8 July 2021 both parties agreed to amend the Service Days at all the Bus Interchange locations from 1 July 2021, to better match patronage.</p> <p>On 19 July 2021 both parties agreed to amend the Service Days for all bus interchanges locations and an updated Schedule 3 – Charges.</p> <p>On 7 September 2021 both parties agreed to extend Service Days at all the Bus Interchange locations from 1 October until 31 December 2021.</p>
<b>Objective</b>	To extend the Original Agreement from 1 January until 31 January 2022.
<b>Date of this Deed</b>	The date that the last party signs this Deed
<b>Effective Date</b>	1 January 2022

## Signing page

Executed by the parties as a deed.

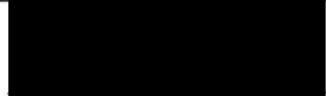
Transport for NSW		
Executed for and on behalf of <b>Transport for NSW (ABN 18 804 239 602)</b> by its authorised delegate in the presence of:		
		Signature of Delegate
		
Signature of witness		Name of Delegate
		A/Director Enhanced Cleaning Programs
Full name of witness		Title of Delegate
		14/12/2021
		Date


### WHERE SUPPLIER IS A CORPORATION

**SIGNED** by the **SUPPLIER** in accordance with s.127 of the Corporations Act

\_\_\_\_\_  
Signature of \*2<sup>nd</sup>  
Director/\*Company Secretary [\*  
delete whichever title doesn't  
apply]

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Date

# Agreed Terms of Variation

The parties agree as follows:

---

## **1 Amendment of the Original Agreement**

From the Effective Date, the Original Agreement is varied as set out in this clause and the Original Agreement and this Deed are to be read together.

### **1.1 Replacement of Schedule 2 - Services**

Schedule 2 is deleted and replaced with the new Schedule 2 which is attached to this Deed and has been signed by the parties for identification.

---

## **2 General**

### **2.1 Conflicts**

If there is an inconsistency between a term in the Original Agreement and this Deed, then the terms of this Deed prevail to the extent of the inconsistency.

### **2.2 Counterparts**

This Deed may consist of a number of copies each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document.

### **2.3 Continuity, Validity and Enforceability of the Original Agreement**

The parties acknowledge and agree that the amendments to the Original Agreement set out in this Deed do not affect the validity or enforceability of the Original Agreement.

### **2.4 References to Agreement**

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

### **2.5 Entire Agreement**

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes any previous negotiations, understandings, representations or agreements in relation to that subject matter.

### **2.6 Governing Law and Jurisdiction**

This Deed is governed by the law in force in New South Wales. Each

party submits to the non-exclusive jurisdiction of the courts of New South Wales.

---

### **3 Definitions and Interpretation**

Unless otherwise specified in this Deed or the context otherwise requires, definitions and interpretations in the Original Agreement apply when used in this Deed.

These meanings apply unless the contrary intention appears:

**Deed** means this Deed of Variation.

**Details** means the section of this Deed with that title.

**Effective Date** has the meaning given to it in the Details.






**Original Agreement** has the meaning given to it in the Details.



<b>Background</b>	<p>The Original Agreement had an Initial Term commencing on 25 December 2020 and ending on 31 March 2021. The Original Agreement was extended by the parties by two Further Terms of 3 months each in accordance with clause 2.2. Accordingly the Original Agreement is currently due to end on 30 September 2021.</p> <p>On 27 January 2021 the parties verbally agreed to extend the Service Days to provide extra CBD Summertime hours at the Circular Quay location for the period 1 February 2021 to 16 April 2021.</p> <p>On 8 July 2021 both parties agreed to amend the Service Days at all the Bus Interchange locations from 1 July 2021, to better match patronage.</p> <p>On 19 July 2021 both parties agreed to amend the Service Days for all bus interchanges locations and an updated Schedule 3 – Charges.</p>
<b>Objective</b>	To extend the agreement from 1 October 2021 until 31 December 2021. Include updated Schedule 2 – Services and Schedule 3 - Charges for the use of bus interchange sanitisation services when required by TfNSW.
<b>Date of this Deed</b>	The date that the last party signs this Deed
<b>Effective Date</b>	1 October 2021

## Signing page

Executed by the parties as a deed.

Transport for NSW		
Executed for and on behalf of <b>Transport for NSW (ABN 18 804 239 602)</b> by its authorised delegate in the presence of:		
		Signature of Delegate
		
Signature of witness		Name of Delegate
		A/Director, Crisis Management
Full name of witness		Title of Delegate
		7/9/21 Date

### WHERE SUPPLIER IS A CORPORATION

**SIGNED** by the **SUPPLIER** in accordance with s.127 of the Corporations Act

Signature of \*2<sup>nd</sup>  
Director/\*Company Secretary [\*  
delete whichever title doesn't  
apply]

Print Name

Signature of Director

Print Name

Date

31/08/2021

# Agreed Terms of Variation

The parties agree as follows:

---

## **1 Extension of The Term of the Original Agreement**

### **1.1 Extension of term**

The term of the Original Agreement is hereby extended so that it expires on 31 December 2021.

## **2 Amendment of the Original Agreement**

From the Effective Date, the Original Agreement is varied as set out in this clause and the Original Agreement and this Deed are to be read together.

### **2.1 Replacement of Schedule 2 - Services**

Schedule 2 is deleted and replaced with the new Schedule 2 which is attached to this Deed and has been signed by the parties for identification.

### **2.2 Replacement of Schedule 3 – Charges**

Schedule 3 is deleted and replaced with the new Schedule 3 which is attached to this Deed and has been signed by the parties for identification.

---

## **1 General**

### **1.1 Conflicts**

If there is an inconsistency between a term in the Original Agreement and this Deed, then the terms of this Deed prevail to the extent of the inconsistency.

### **1.2 Counterparts**

This Deed may consist of a number of copies each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document.

### **1.3 Continuity, Validity and Enforceability of the Original Agreement**

The parties acknowledge and agree that the amendments to the Original Agreement set out in this Deed do not affect the validity or enforceability of the Original Agreement.

#### **1.4 References to Agreement**

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

#### **1.5 Entire Agreement**

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes any previous negotiations, understandings, representations or agreements in relation to that subject matter.

#### **1.6 Governing Law and Jurisdiction**

This Deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

---

### **2 Definitions and Interpretation**

Unless otherwise specified in this Deed or the context otherwise requires, definitions and interpretations in the Original Agreement apply when used in this Deed.

These meanings apply unless the contrary intention appears:

**Deed** means this Deed of Variation.

**Details** means the section of this Deed with that title.

**Effective Date** has the meaning given to it in the Details.

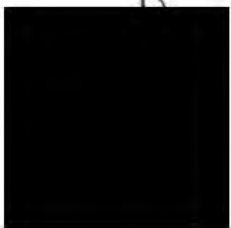
**Original Agreement** has the meaning given to it in the Details.



Schedule 3 - Charges

Charges to be calculated on the basis of the rates set out in the table below and actual hours worked. For the avoidance of doubt, all figures below are exclusive of GST and include the cost of all Goods.

	Hours of Work Occurring During the Period (excluding breaks)	Hourly rate per Personnel
Monday-Friday		
Monday – Friday (outside regular hours)		
Saturday		
Sunday		
Public Holiday		



## Schedule 2 - Services

### 2.1 Background

In addition to standard depot cleaning and the availability of hand sanitiser stations across the TfNSW network, TfNSW has identified bus interchanges as locations where increased cleaning measures should take place as part of standard layover processes in response to the COVID-19 pandemic.

The Supplier has agreed to undertake vehicle sanitisation at the Bus Interchanges and provide the Services set out in clause 2.2 of this Schedule 2 (Services) in accordance with this agreement.

### 2.2 Description of Services

The Supplier must:

- (a) in respect of each Eligible Vehicle that attends a Bus Interchange on a Service Day (as defined below), sanitise:
  - (i) all Opal machines and readers, stop buttons, hand railings (including door railings) and poles, overhead grab handles, seat grab handles and seat tops; and
  - (ii) where the driver of the Eligible Vehicle consents, all handles, doors, the steering wheel, indicators and handbrakes in the driver's compartment,(the Sanitisation Services);
- (b) provide Sanitisation Services to all Eligible Vehicles that attend Bus Interchanges from 1 October 2021 to 31 December 2021 between:
  - (i) [REDACTED] Monday to Friday;
  - (ii) [REDACTED] Saturday; and
  - (iii) [REDACTED] on a Public Holiday (except for 25 December Christmas Day)(each a Service Day and together, **Service Days**);
- (c) without limiting clause 17.2 (Representations and warranties in respect of Goods and Services), ensure that the performance of Sanitisation Services allows individuals to maintain a 1.5 metre distance from any other individual and complies with all laws and mandatory codes of conduct including but not limited to any order made under the *Public Health Act 2010* (NSW);

- (d) in performing the Sanitisation Services:
  - (i) not use any Goods that damage or are likely to damage an Eligible Vehicle in performing the Sanitisation Services;
  - (ii) use, and must ensure that Supplier Personnel use, one new disposable wipe per five Sanitised Vehicles and dispose of that wipe after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
  - (iii) use, and must ensure that Supplier Personnel use, one new set of disposable gloves per five Sanitised Vehicles and dispose of those gloves after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
  - (iv) not, and must ensure that Supplier Personnel do not, decline or refuse to provide Sanitisation Services to Eligible Vehicles that attend a Bus Interchange on a Service Day on any basis that is not reasonable, without TfNSW's written consent; and
  - (v) not require Eligible Vehicles to pre-book for Sanitisation Services; and
- (e) in respect of each Bus Interchange (except for the Hurstville Interchange), provide the following Supplier Personnel at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out below and in accordance with this agreement;
- (f) in respect of the Hurstville Interchange only, provide [REDACTED] each with the composition set out immediately above in clause 2.2(e) of this Schedule, at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out in clause 2.2(e) and in accordance with this agreement,
  - (i) a "Layover Cleaning Team" comprised of:
    - (A) [REDACTED] responsible for:
      - (aa) performing the Services and complying with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time;
      - (ab) ensuring other members of the Layover Cleaning Team perform the Services and comply with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time; and
      - (ac) recording the Reporting Data in the TfNSW Online Portal in accordance with the Project Procedures; and



## Transport for NSW

(B)

[REDACTED] responsible for performing the Services and complying with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time,

(each a **Service**, and together the **Services**).

- (g) The Service Days will be reviewed at least once every three months by TfNSW having regards to business demands of the operation. Following the review, TfNSW may give notice of a reduction or increase in the number of service days and service hours, or the need to proceed to early termination of the contract.



# Deed of Variation



**Transport  
for NSW**





## Goods and Services Agreement - For the Supply of Sanitisation Services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood and Macquarie Park

Details		
Parties	TfNSW and Supplier	
TfNSW	Name	<b>Transport for NSW</b> (ABN 18 804 239 602)
	Address	20 Ennis Road, Milsons Point New South Wales, 2061
	Attention	██████████ A/Director Enhancement Cleaning Program ██████████
Supplier	Name	Z180510 Pty Ltd trading as Olinga Services
	ACN	617 919 105
	ABN	64 617 919 105
	Address	Unit I, 24 Arthur St, Lavender Bay, New South Wales 2060
	Attention	██████████ General Manager

<b>Original Agreement</b>	Goods and Services Agreement dated 24 <sup>th</sup> December 2020 between Transport for NSW and Z180510 Pty Ltd trading as Olinga Services
<b>Background</b>	<p>The Original Agreement had an Initial Term commencing on 25 December 2020 and ending on 31 March 2021. The Original Agreement was extended by the parties by two Further Terms of 3 months each in accordance with clause 2.2. Accordingly the Original Agreement is currently due to end on 30 September 2021.</p> <p>On 27 January 2021 the parties verbally agreed to extend the Service Days to provide extra CBD Summertime hours at the Circular Quay location for the period 1 February 2021 to 16 April 2021.</p> <p>On 8 July 2021 both parties agreed to amend the Service Days at all the Bus Interchange locations from 1 July 2021, to better match patronage.</p> <p>On 19 July 2021 both parties agreed to amend the Service Days for all bus interchanges locations and an updated Schedule 3 – Charges.</p> <p>On 7 September 2021 both parties agreed to extend Service Days at all the Bus Interchange locations from 1 October until 31 December 2021.</p>
<b>Objective</b>	To extend the Original Agreement from 1 January until 31 January 2022.
<b>Date of this Deed</b>	The date that the last party signs this Deed
<b>Effective Date</b>	1 January 2022

## Signing page

Executed by the parties as a deed.

Transport for NSW		
Executed for and on behalf of <b>Transport for NSW (ABN 18 804 239 602)</b> by its authorised delegate in the presence of:		
		Signature of Delegate
		
Signature of witness		Name of Delegate
		A/Director Enhanced Cleaning Programs
Full name of witness		Title of Delegate
		14/12/2021
		Date

### WHERE SUPPLIER IS A CORPORATION

**SIGNED** by the **SUPPLIER** in accordance with s.127 of the Corporations Act

\_\_\_\_\_  
Signature of \*2<sup>nd</sup>  
Director/\*Company Secretary [\*  
delete whichever title doesn't  
apply]

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Date

# Agreed Terms of Variation

The parties agree as follows:

---

## **1 Amendment of the Original Agreement**

From the Effective Date, the Original Agreement is varied as set out in this clause and the Original Agreement and this Deed are to be read together.

### **1.1 Replacement of Schedule 2 - Services**

Schedule 2 is deleted and replaced with the new Schedule 2 which is attached to this Deed and has been signed by the parties for identification.

---

## **2 General**

### **2.1 Conflicts**

If there is an inconsistency between a term in the Original Agreement and this Deed, then the terms of this Deed prevail to the extent of the inconsistency.

### **2.2 Counterparts**

This Deed may consist of a number of copies each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document.

### **2.3 Continuity, Validity and Enforceability of the Original Agreement**

The parties acknowledge and agree that the amendments to the Original Agreement set out in this Deed do not affect the validity or enforceability of the Original Agreement.

### **2.4 References to Agreement**

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

### **2.5 Entire Agreement**

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes any previous negotiations, understandings, representations or agreements in relation to that subject matter.

### **2.6 Governing Law and Jurisdiction**

This Deed is governed by the law in force in New South Wales. Each



party submits to the non-exclusive jurisdiction of the courts of New South Wales.

---

### 3 **Definitions and Interpretation**

Unless otherwise specified in this Deed or the context otherwise requires, definitions and interpretations in the Original Agreement apply when used in this Deed.

These meanings apply unless the contrary intention appears:

**Deed** means this Deed of Variation.

**Details** means the section of this Deed with that title.

**Effective Date** has the meaning given to it in the Details.

**Original Agreement** has the meaning given to it in the Details.



## Schedule 2 - Services

### 2.1 Background

In addition to standard depot cleaning and the availability of hand sanitiser stations across the TfNSW network, TfNSW has identified bus interchanges as locations where increased cleaning measures should take place as part of standard layover processes in response to the COVID-19 pandemic.

The Supplier has agreed to undertake vehicle sanitisation at the Bus Interchanges and provide the Services set out in clause 2.2 of this Schedule 2 (Services) in accordance with this agreement.

### 2.2 Description of Services

The Supplier must:

- (a) in respect of each Eligible Vehicle that attends a Bus Interchange on a Service Day (as defined below), sanitise:
  - (i) all Opal machines and readers, stop buttons, hand railings (including door railings) and poles, overhead grab handles, seat grab handles and seat tops; and
  - (ii) where the driver of the Eligible Vehicle consents, all handles, doors, the steering wheel, indicators and handbrakes in the driver's compartment,(the **Sanitisation Services**);
- (b) provide Sanitisation Services to all Eligible Vehicles that attend Bus Interchanges at Blacktown, Liverpool, Chatswood, Hornsby, Circular Quay, Campbelltown, and Macquarie Park, Penrith, Burwood, Hurstville, and Epping for Sanitisation Services from 1 January to 31 January 2022 between:
  - (i) [REDACTED] Monday to Friday;
  - (ii) [REDACTED] Saturday; and
  - (i) [REDACTED] on a Public Holiday (except for 1 January New Year's Day)(each a Service Day and together, **Service Days**);
- (c) without limiting clause 17.2 (Representations and warranties in respect of Goods and Services), ensure that the performance of Sanitisation Services allows individuals to maintain a 1.5 metre distance from any other individual and complies with all laws and mandatory codes of conduct including but not limited to any order made under the *Public Health Act 2010* (NSW);

- (d) in performing the Sanitisation Services:
- (i) not use any Goods that damage or are likely to damage an Eligible Vehicle in performing the Sanitisation Services;
  - (ii) use, and must ensure that Supplier Personnel use, one new disposable wipe per five Sanitised Vehicles and dispose of that wipe after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
  - (iii) use, and must ensure that Supplier Personnel use, one new set of disposable gloves per five Sanitised Vehicles and dispose of those gloves after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
  - (iv) not, and must ensure that Supplier Personnel do not, decline or refuse to provide Sanitisation Services to Eligible Vehicles that attend a Bus Interchange on a Service Day on any basis that is not reasonable, without TfNSW's written consent; and
  - (v) not require Eligible Vehicles to pre-book for Sanitisation Services; and
- (e) in respect of each Bus Interchange (except for the Hurstville Interchange), provide the following Supplier Personnel at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out below and in accordance with this agreement;
- (f) in respect of the Hurstville Interchange only, provide [REDACTED] Teams, each with the composition set out immediately above in clause 2.2(e) of this Schedule, at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out in clause 2.2(e) and in accordance with this agreement,
- (i) a **"Layover Cleaning Team"** comprised of:
    - (A) [REDACTED] responsible for:
      - (aa) performing the Services and complying with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time;
      - (ab) ensuring other members of the Layover Cleaning Team perform the Services and comply with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time; and
      - (ac) recording the Reporting Data in the TfNSW Online Portal in accordance with the Project Procedures; and
    - (B) [REDACTED] responsible for performing the



Services and complying with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time,

(each a **Service**, and together the **Services**).

- (g) The Service Days will be reviewed at least once every three months by TfNSW having regards to business demands of the operation. Following the review, TfNSW may give notice of a reduction or increase in the number of service days and service hours, or the need to proceed to early termination of the contract.



# Deed of Variation



**Transport  
for NSW**

## Goods and Services Agreement - For the Supply of Sanitisation Services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood and Macquarie Park

Details		
Parties	TfNSW and Supplier	
TfNSW	Name	Transport for NSW (ABN 18 804 239 602)
	Address	20 Ennis Road, Milsons Point New South Wales, 2061
	Attention	[REDACTED] A/Director Enhancement Cleaning Program [REDACTED]
Supplier	Name	Z180510 Pty Ltd trading as Olinga Services
	ACN	617 919 105
	ABN	64 617 919 105
	Address	Unit I, 24 Arthur St, Lavender Bay, New South Wales 2060
	Attention	[REDACTED] General Manager

<b>Original Agreement</b>	Goods and Services Agreement dated 24 <sup>th</sup> December 2020 between Transport for NSW and Z180510 Pty Ltd trading as Olinga Services
<b>Background</b>	<p>The Original Agreement had an Initial Term commencing on 25 December 2020 and ending on 31 March 2021. The Original Agreement was extended by the parties by two Further Terms of 3 months each in accordance with clause 2.2. Accordingly the Original Agreement is currently due to end on 30 September 2021.</p> <p>On 27 January 2021 the parties verbally agreed to extend the Service Days to provide extra CBD Summertime hours at the Circular Quay location for the period 1 February 2021 to 16 April 2021.</p> <p>On 8 July 2021 both parties agreed to amend the Service Days at all the Bus Interchange locations from 1 July 2021, to better match patronage.</p> <p>On 19 July 2021 both parties agreed to amend the Service Days for all bus interchanges locations and an updated Schedule 3 – Charges.</p> <p>On 7 September 2021 both parties agreed to extend Service Days at all the Bus Interchange locations from 1 October until 31 December 2021.</p> <p>On 16 December 2021 both parties agreed to extend Service Days at all the Bus Interchange locations from 1 – 31 January 2022.</p>
<b>Objective</b>	To extend the Original Agreement from 1 February 2022 until 14 February 2022.
<b>Date of this Deed</b>	The date that the last party signs this Deed
<b>Effective Date</b>	1 February 2022

## Signing page

Executed by the parties as a deed.

### Transport for NSW

Executed for and on behalf of  
**Transport for NSW (ABN 18 804 239 602)** by its authorised delegate in the presence of:


		
		Signature of Delegate
		
Signature of witness		Name of Delegate
		
Full name of witness		Title of Delegate
		Date

### WHERE SUPPLIER IS A CORPORATION


**SIGNED** by the **SUPPLIER** in accordance with s.127 of the Corporations Act

\_\_\_\_\_  
Signature of \*2<sup>nd</sup>  
Director/\*Company Secretary [\*  
delete whichever title doesn't  
apply]

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Date

  
28/07/2022



# Agreed Terms of Variation

The parties agree as follows:

---

## **1 Amendment of the Original Agreement**

From the Effective Date, the Original Agreement is varied as set out in this clause and the Original Agreement and this Deed are to be read together.

### **1.1 Replacement of Schedule 2 - Services**

Schedule 2 is deleted and replaced with the new Schedule 2 which is attached to this Deed and has been signed by the parties for identification.

---

## **2 General**

### **2.1 Conflicts**

If there is an inconsistency between a term in the Original Agreement and this Deed, then the terms of this Deed prevail to the extent of the inconsistency.

### **2.2 Counterparts**

This Deed may consist of a number of copies each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document.

### **2.3 Continuity, Validity and Enforceability of the Original Agreement**

The parties acknowledge and agree that the amendments to the Original Agreement set out in this Deed do not affect the validity or enforceability of the Original Agreement.

### **2.4 References to Agreement**

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

### **2.5 Entire Agreement**

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes any previous negotiations, understandings, representations or agreements in relation to that subject matter.

---



## **2.6 Governing Law and Jurisdiction**

This Deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

---

## **3 Definitions and Interpretation**

Unless otherwise specified in this Deed or the context otherwise requires, definitions and interpretations in the Original Agreement apply when used in this Deed.

These meanings apply unless the contrary intention appears:

**Deed** means this Deed of Variation.

**Details** means the section of this Deed with that title.

**Effective Date** has the meaning given to it in the Details.

**Original Agreement** has the meaning given to it in the Details.

## Schedule 2 - Services

### 2.1 Background

In addition to standard depot cleaning and the availability of hand sanitiser stations across the TfNSW network, TfNSW has identified bus interchanges as locations where increased cleaning measures should take place as part of standard layover processes in response to the COVID-19 pandemic.

The Supplier has agreed to undertake vehicle sanitisation at the Bus Interchanges and provide the Services set out in clause 2.2 of this Schedule 2 (Services) in accordance with this agreement.

### 2.2 Description of Services

The Supplier must:

- (a) in respect of each Eligible Vehicle that attends a Bus Interchange on a Service Day (as defined below), sanitise:
  - (i) all Opal machines and readers, stop buttons, hand railings (including door railings) and poles, overhead grab handles, seat grab handles and seat tops; and
  - (ii) where the driver of the Eligible Vehicle consents, all handles, doors, the steering wheel, indicators and handbrakes in the driver's compartment,

(the Sanitisation Services);

- (b) provide Sanitisation Services to all Eligible Vehicles that attend Bus Interchanges at Blacktown, Liverpool, Chatswood, Hornsby, Circular Quay, Campbelltown, and Macquarie Park, Penrith, Burwood, Hurstville, and Epping for Sanitisation Services from 1 February to 14 February 2022 between:

- (i) [REDACTED] Monday to Friday;

- (ii) [REDACTED] Saturday; and

(each a Service Day and together, **Service Days**);

- (c) without limiting clause 17.2 (Representations and warranties in respect of Goods and Services), ensure that the performance of Sanitisation Services allows individuals to maintain a 1.5 metre distance from any other individual and complies with all laws and mandatory codes of conduct including but not limited to any order made under the *Public Health Act 2010* (NSW);
- (d) in performing the Sanitisation Services:

- (i) not use any Goods that damage or are likely to damage an Eligible Vehicle in performing the Sanitisation Services;
- (ii) use, and must ensure that Supplier Personnel use, one new disposable wipe per five Sanitised Vehicles and dispose of that wipe after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
- (iii) use, and must ensure that Supplier Personnel use, one new set of disposable gloves per five Sanitised Vehicles and dispose of those gloves after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
- (iv) not, and must ensure that Supplier Personnel do not, decline or refuse to provide Sanitisation Services to Eligible Vehicles that attend a Bus Interchange on a Service Day on any basis that is not reasonable, without TfNSW's written consent; and
- (v) not require Eligible Vehicles to pre-book for Sanitisation Services; and
- (e) in respect of each Bus Interchange (except for the Hurstville Interchange), provide the following Supplier Personnel at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out below and in accordance with this agreement;
- (f) in respect of the Hurstville Interchange only [REDACTED] each with the composition set out immediately above in clause 2.2(e) of this Schedule, at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out in clause 2.2(e) and in accordance with this agreement,
  - (i) a "Layover Cleaning Team" comprised of:
    - (A) [REDACTED] responsible for:
      - (aa) performing the Services and complying with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time;
      - (ab) ensuring other members of the Layover Cleaning Team perform the Services and comply with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time; and
      - (ac) recording the Reporting Data in the TfNSW Online Portal in accordance with the Project Procedures; and
    - (B) [REDACTED] responsible for performing the Services and complying with the Project Procedures and all other

cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time,

(each a **Service**, and together the **Services**).

- (g) The Service Days will be reviewed at least once every three months by TfNSW having regards to business demands of the operation. Following the review, TfNSW may give notice of a reduction or increase in the number of service days and service hours, or the need to proceed to early termination of the contract.







## Goods and Services Agreement - For the Supply of Sanitisation Services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood and Macquarie Park

Details		
Parties	TfNSW and Supplier	
TfNSW	Name	Transport for NSW (ABN 18 804 239 602)
	Address	20 Ennis Road, Milsons Point New South Wales, 2061
	Attention	[REDACTED] Enhancement Cleaning Program [REDACTED]
Supplier	Name	Z180510 Pty Ltd trading as Olinga Services
	ACN	617 919 105
	ABN	64 617 919 105
	Address	Unit I, 24 Arthur St, Lavender Bay, New South Wales 2060
	Attention	[REDACTED], General Manager

<b>Original Agreement</b>	Goods and Services Agreement dated 24 <sup>th</sup> December 2020 between Transport for NSW and Z180510 Pty Ltd trading as Olinga Services
<b>Background</b>	<p>The Original Agreement had an Initial Term commencing on 25 December 2020 and ending on 31 March 2021. The Original Agreement was extended by the parties by two Further Terms of 3 months each in accordance with clause 2.2. Accordingly the Original Agreement is currently due to end on 30 September 2021.</p> <p>On 27 January 2021 the parties verbally agreed to extend the Service Days to provide extra CBD Summertime hours at the Circular Quay location for the period 1 February 2021 to 16 April 2021.</p> <p>On 8 July 2021 both parties agreed to amend the Service Days at all the Bus Interchange locations from 1 July 2021, to better match patronage.</p> <p>On 19 July 2021 both parties agreed to amend the Service Days for all bus interchanges locations and an updated Schedule 3 – Charges.</p> <p>On 7 September 2021 both parties agreed to extend Service Days at all the Bus Interchange locations from 1 October until 31 December 2021.</p> <p>On 16 December 2021 both parties agreed to extend Service Days at all the Bus Interchange locations from 1 – 31 January 2022.</p> <p>On 28 January 2022 both parties agreed to extend Service Days at all the Bus Interchange locations from 1 – 14 February 2022.</p>
<b>Objective</b>	To extend the Original Agreement from 15 February 2022 until 9 May 2022. Include updated Schedule 2 – Services for the use of bus interchange sanitisation services when required by TfNSW.
<b>Date of this Deed</b>	The date that the last party signs this Deed
<b>Effective Date</b>	15 February 2022

## Signing page

Executed by the parties as a deed.


Transport for NSW		
Executed for and on behalf of <b>Transport for NSW (ABN 18 804 239 602)</b> by its authorised delegate in the presence of:		
		Signature of Delegate
		
Signature of witness		Name of Delegate
		A/Director Enhanced Cleaning Programs
Full name of witness		Title of Delegate
		10/02/2022
		Date

**WHERE SUPPLIER IS A CORPORATION**

**SIGNED** by the **SUPPLIER** in accordance with s.127 of the Corporations Act

\_\_\_\_\_  
Signature of \*2<sup>nd</sup> Director/\*Company Secretary [*\* delete whichever title doesn't apply*]

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of 1<sup>st</sup> Director

  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
11/02/2022

\_\_\_\_\_  
Date

# Agreed Terms of Variation

The parties agree as follows:

---

## **1 Amendment of the Original Agreement**

From the Effective Date, the Original Agreement is varied as set out in this clause and the Original Agreement and this Deed are to be read together.

### **1.1 Replacement of Schedule 2 - Services**

Schedule 2 is deleted and replaced with the new Schedule 2 which is attached to this Deed and has been signed by the parties for identification.

---

## **2 General**

### **2.1 Conflicts**

If there is an inconsistency between a term in the Original Agreement and this Deed, then the terms of this Deed prevail to the extent of the inconsistency.

### **2.2 Counterparts**

This Deed may consist of a number of copies each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document.

### **2.3 Continuity, Validity and Enforceability of the Original Agreement**

The parties acknowledge and agree that the amendments to the Original Agreement set out in this Deed do not affect the validity or enforceability of the Original Agreement.

### **2.4 References to Agreement**

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

### **2.5 Entire Agreement**

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes any previous negotiations, understandings, representations or agreements in relation to that subject matter.



## 2.6 Governing Law and Jurisdiction

This Deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

---

## 3 Definitions and Interpretation

Unless otherwise specified in this Deed or the context otherwise requires, definitions and interpretations in the Original Agreement apply when used in this Deed.

These meanings apply unless the contrary intention appears:

**Deed** means this Deed of Variation.

**Details** means the section of this Deed with that title.

**Effective Date** has the meaning given to it in the Details.

**Original Agreement** has the meaning given to it in the Details.

## Schedule 2 - Services

### 2.1 Background

In addition to standard depot cleaning and the availability of hand sanitiser stations across the TfNSW network, TfNSW has identified bus interchanges as locations where increased cleaning measures should take place as part of standard layover processes in response to the COVID-19 pandemic.

The Supplier has agreed to undertake vehicle sanitisation at the Bus Interchanges and provide the Services set out in clause 2.2 of this Schedule 2 (Services) in accordance with this agreement.

### 2.2 Description of Services

The Supplier must:

- (a) in respect of each Eligible Vehicle that attends a Bus Interchange on a Service Day (as defined below), sanitise:
  - (i) all Opal machines and readers, stop buttons, hand railings (including door railings) and poles, overhead grab handles, seat grab handles and seat tops; and
  - (ii) where the driver of the Eligible Vehicle consents, all handles, doors, the steering wheel, indicators and handbrakes in the driver's compartment,(the **Sanitisation Services**);
- (b) provide Sanitisation Services to all Eligible Vehicles that attend Bus Interchanges at Blacktown, Liverpool, Chatswood, Hornsby, Circular Quay, Campbelltown, and Macquarie Park, Penrith, Burwood, Hurstville, and Epping for Sanitisation Services from 15 February to 9 May 2022 between:
  - (i) [REDACTED] Monday to Friday; (no Public Holidays)
  - (ii) [REDACTED] Saturday; (no Public Holidays)(each a Service Day and together, **Service Days**);
- (c) without limiting clause 17.2 (Representations and warranties in respect of Goods and Services), ensure that the performance of Sanitisation Services allows individuals to maintain a 1.5 metre distance from any other individual and complies with all laws and mandatory codes of conduct including but not limited to any order made under the *Public Health Act 2010* (NSW);
- (d) in performing the Sanitisation Services:

- (i) not use any Goods that damage or are likely to damage an Eligible Vehicle in performing the Sanitisation Services;
- (ii) use, and must ensure that Supplier Personnel use, one new disposable wipe per five Sanitised Vehicles and dispose of that wipe after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
- (iii) use, and must ensure that Supplier Personnel use, one new set of disposable gloves per five Sanitised Vehicles and dispose of those gloves after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
- (iv) not, and must ensure that Supplier Personnel do not, decline or refuse to provide Sanitisation Services to Eligible Vehicles that attend a Bus Interchange on a Service Day on any basis that is not reasonable, without TfNSW's written consent; and
- (v) not require Eligible Vehicles to pre-book for Sanitisation Services; and
- (e) in respect of each Bus Interchange (except for the Hurstville Interchange), provide the following Supplier Personnel at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out below and in accordance with this agreement;
- (f) in respect of the Hurstville Interchange only, [REDACTED], each with the composition set out immediately above in clause 2.2(e) of this Schedule, at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out in clause 2.2(e) and in accordance with this agreement,
  - (i) a **"Layover Cleaning Team"** comprised of:
    - (A) [REDACTED] responsible for:
      - (aa) performing the Services and complying with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time;
      - (ab) ensuring other members of the Layover Cleaning Team perform the Services and comply with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time; and
      - (ac) recording the Reporting Data in the TfNSW Online Portal in accordance with the Project Procedures; and
    - (B) [REDACTED] responsible for performing the Services and complying with the Project Procedures and all other

cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time,

(each a **Service**, and together the **Services**).

- (g) The Service Days will be reviewed at least once every three months by TfNSW having regards to business demands of the operation. Following the review, TfNSW may give notice of a reduction or increase in the number of service days and service hours, or the need to proceed to early termination of the contract.



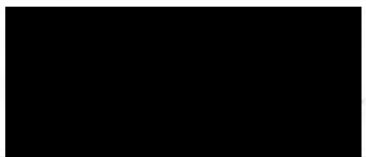



## Goods and Services Agreement - For the Supply of Sanitisation Services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood and Macquarie Park

Details		
Parties	TfNSW and Supplier	
TfNSW	Name	Transport for NSW (ABN 18 804 239 602)
	Address	20 Ennis Road, Milsons Point New South Wales, 2061
	Attention	██████████, A/Director Enhancement Cleaning Program ██████████
Supplier	Name	Z180510 Pty Ltd trading as Olinga Services
	ACN	617 919 105
	ABN	64 617 919 105
	Address	Unit I, 24 Arthur St, Lavender Bay, New South Wales 2060
	Attention	██████████, General Manager

<b>Original Agreement</b>	Goods and Services Agreement dated 24 <sup>th</sup> December 2020 between Transport for NSW and Z180510 Pty Ltd trading as Olinga Services
<b>Background</b>	<p>The Original Agreement had an Initial Term commencing on 25 December 2020 and ending on 31 March 2021. The Original Agreement was extended by the parties by two Further Terms of 3 months each in accordance with clause 2.2. Accordingly the Original Agreement was due to end on 30 September 2021.</p> <p>On 27 January 2021 the parties verbally agreed to extend the Service Days to provide extra CBD Summertime hours at the Circular Quay location for the period 1 February 2021 to 16 April 2021.</p> <p>On 8 July 2021 both parties agreed to amend the Service Days at all the Bus Interchange locations from 1 July 2021, to better match patronage.</p> <p>On 19 July 2021 both parties agreed to amend the Service Days for all bus interchanges locations and an updated Schedule 3 – Charges.</p> <p>On 7 September 2021 both parties agreed to extend the Original Agreement from 1 October until 31 December 2021.</p> <p>On 16 December 2021 both parties agreed to extend from the Original Agreement 1 – 31 January 2022.</p> <p>On 28 January 2022 both parties agreed to extend the Original Agreement from 1 – 14 February 2022.</p> <p>On 11 February 2022 both parties agreed to extend the Original Agreement from 15 February 2022 until 9 May 2022.</p>
<b>Objective</b>	To extend the Original Agreement from 10 May 2022 until 30 June 2022 and vary Schedule 2 – Services.
<b>Date of this Deed</b>	The date that the last party signs this Deed
<b>Effective Date</b>	10 May 2022

## Signing page

Executed by the parties as a deed.


Transport for NSW		
Executed for and on behalf of <b>Transport for NSW (ABN 18 804 239 602)</b> by its authorised delegate in the presence of:		
		Signature of Delegate
		
Signature of witness		Name of Delegate
		A/Director Enhanced Cleaning Programs
Full name of witness		Title of Delegate
		03/05/2022 Date

### WHERE SUPPLIER IS A CORPORATION

**SIGNED** by the **SUPPLIER** in accordance with s.127 of the Corporations Act

\_\_\_\_\_  
Signature of \*2<sup>nd</sup> Director/\*Company Secretary [*\* delete whichever title doesn't apply*]

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of 1<sup>st</sup> Director

  
\_\_\_\_\_  
Print Name

03 May 2022  
\_\_\_\_\_  
Date

# Agreed Terms of Variation

The parties agree as follows:

---

## **1.1 Extension of term**

The term of the Original Agreement is hereby extended so that it expires on 30 June 2022.

## **1.2 Amendment of the Original Agreement**

From the Effective Date, the Original Agreement is varied as set out in this clause 1 and the Original Agreement and this Deed are to be read together.

## **1.3 Replacement of Schedule 2 - Services**

Schedule 2 is deleted and replaced with the new Schedule 2 which is attached to this Deed.

---

## **2 General**

### **2.1 Conflicts**

If there is an inconsistency between a term in the Original Agreement and this Deed, then the terms of this Deed prevail to the extent of the inconsistency.

### **2.2 Counterparts**

This Deed may consist of a number of copies each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document.

### **2.3 Continuity, Validity and Enforceability of the Original Agreement**

The parties acknowledge and agree that the amendments to the Original Agreement set out in this Deed do not affect the validity or enforceability of the Original Agreement.

### **2.4 References to Agreement**

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

### **2.5 Entire Agreement**

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes any previous negotiations,



understandings, representations or agreements in relation to that subject matter.

## **2.6 Governing Law and Jurisdiction**

This Deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

---

## **3 Definitions and Interpretation**

Unless otherwise specified in this Deed or the context otherwise requires, definitions and interpretations in the Original Agreement apply when used in this Deed.

These meanings apply unless the contrary intention appears:

**Deed** means this Deed of Variation.

**Details** means the section of this Deed with that title.

**Effective Date** has the meaning given to it in the Details.

**Original Agreement** has the meaning given to it in the Details.

## Schedule 2 - Services

### 2.1 Background

In addition to standard depot cleaning and the availability of hand sanitiser stations across the TfNSW network, TfNSW has identified bus interchanges as locations where increased cleaning measures should take place as part of standard layover processes in response to the COVID-19 pandemic.

The Supplier has agreed to undertake vehicle sanitisation at the Bus Interchanges and provide the Services set out in clause 2.2 of this Schedule 2 (Services) in accordance with this agreement.

### 2.2 Description of Services

The Supplier must:

- (a) in respect of each Eligible Vehicle that attends a Bus Interchange on a Service Day (as defined below), sanitise:
  - (i) all Opal machines and readers, stop buttons, hand railings (including door railings) and poles, overhead grab handles, seat grab handles and seat tops; and
  - (ii) where the driver of the Eligible Vehicle consents, all handles, doors, the steering wheel, indicators and handbrakes in the driver's compartment,(the **Sanitisation Services**);
- (b) provide Sanitisation Services to all Eligible Vehicles that attend Bus Interchanges at Blacktown, Liverpool, Chatswood, Hornsby, Circular Quay, Campbelltown, and Macquarie Park, Penrith, Burwood, Hurstville, and Epping for Sanitisation Services between:
  - (i) [REDACTED] Monday to Friday; (no Public Holidays)
  - (ii) [REDACTED] Saturday; (no Public Holidays)(each a Service Day and together, **Service Days**);
- (c) without limiting clause 17.2 (Representations and warranties in respect of Goods and Services), ensure that the performance of Sanitisation Services allows individuals to maintain a 1.5 metre distance from any other individual and complies with all laws and mandatory codes of conduct including but not limited to any order made under the *Public Health Act 2010* (NSW);
- (d) in performing the Sanitisation Services:

- (i) not use any Goods that damage or are likely to damage an Eligible Vehicle in performing the Sanitisation Services;
  - (ii) use, and must ensure that Supplier Personnel use, one new disposable wipe per five Sanitised Vehicles and dispose of that wipe after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
  - (iii) use, and must ensure that Supplier Personnel use, one new set of disposable gloves per five Sanitised Vehicles and dispose of those gloves after completion of the Sanitisation Services in respect of those five Sanitised Vehicles;
  - (iv) not, and must ensure that Supplier Personnel do not, decline or refuse to provide Sanitisation Services to Eligible Vehicles that attend a Bus Interchange on a Service Day on any basis that is not reasonable, without TfNSW's written consent; and
  - (v) not require Eligible Vehicles to pre-book for Sanitisation Services; and
- (e) in respect of each Bus Interchange (except for the Hurstville Interchange), provide the following Supplier Personnel at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out below and in accordance with this agreement;
- (f) in respect of the Hurstville Interchange only, provide [REDACTED], each with the composition set out immediately above in clause 2.2(e) of this Schedule, at all times on each Service Day and ensure that each Supplier Personnel fulfils its relevant responsibilities as set out in clause 2.2(e) and in accordance with this agreement,
- (i) a **“Layover Cleaning Team”** comprised of:
    - (A) [REDACTED]” responsible for:
      - (aa) performing the Services and complying with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time;
      - (ab) ensuring other members of the Layover Cleaning Team perform the Services and comply with the Project Procedures and all other cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time; and
      - (ac) recording the Reporting Data in the TfNSW Online Portal in accordance with the Project Procedures; and
    - (B) [REDACTED]” responsible for performing the Services and complying with the Project Procedures and all other

cleaning standards, safety protocols and procedures as notified by TfNSW in writing to the Supplier from time to time,

(each a **Service**, and together the **Services**).

- (g) The Service Days will be reviewed at least once every three months by TfNSW having regards to business demands of the operation. Following the review, TfNSW may give notice of a reduction or increase in the number of service days and service hours, or the need to proceed to early termination of the contract.

## Goods and Services Agreement - For the Supply of Sanitisation Services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood and Macquarie Park





Details		
Parties	TfNSW and Supplier	
TfNSW	Name	Transport for NSW (ABN 18 804 239 602)
	Address	20 Ennis Road, Milsons Point New South Wales, 2061
	Attention	[REDACTED] A/Director Enhancement Cleaning Program [REDACTED]
Supplier	Name	Z180510 Pty Ltd trading as Olinga Services
	ACN	617 919 105
	ABN	64 617 919 105
	Address	Unit I, 24 Arthur St, Lavender Bay, New South Wales 2060
	Attention	[REDACTED], General Manager



<b>Original Agreement</b>	Goods and Services Agreement dated 24 <sup>th</sup> December 2020 between Transport for NSW and Z180510 Pty Ltd trading as Olinga Services
<b>Background</b>	<p>The Original Agreement had an Initial Term commencing on 25 December 2020 and ending on 31 March 2021. The Original Agreement was extended by the parties by two Further Terms of 3 months each in accordance with clause 2.2. Accordingly the Original Agreement was due to end on 30 September 2021.</p> <p>On 27 January 2021 the parties verbally agreed to extend the Service Days to provide extra CBD Summertime hours at the Circular Quay location for the period 1 February 2021 to 16 April 2021.</p> <p>On 8 July 2021 both parties agreed to amend the Service Days at all the Bus Interchange locations from 1 July 2021, to better match patronage.</p> <p>On 19 July 2021 both parties agreed to amend the Service Days for all bus interchanges locations and an updated Schedule 3 – Charges.</p> <p>On 7 September 2021 both parties agreed to extend the Original Agreement from 1 October until 31 December 2021.</p> <p>On 16 December 2021 both parties agreed to extend from the Original Agreement 1 – 31 January 2022.</p> <p>On 28 January 2022 both parties agreed to extend the Original Agreement from 1 – 14 February 2022.</p> <p>On 11 February 2022 both parties agreed to extend the Original Agreement from 15 February 2022 until 9 May 2022.</p> <p>On 3 May 2022 both parties agreed to extend the Original Agreement from 10 May 2022 until 30 June 2022.</p>
<b>Objective</b>	To extend the Original Agreement from 1 July 2022 until 30 September 2022.
<b>Date of this Deed</b>	The date that the last party signs this Deed
<b>Effective Date</b>	1 July 2022

## Signing page

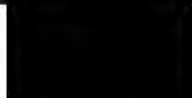
Executed by the parties as a deed.

Transport for NSW		
Executed for and on behalf of <b>Transport for NSW (ABN 18 804 239 602)</b> by its authorised delegate in the presence of:		
		Signature of Delegate
		
Signature of witness		Name of Delegate
		A/Director Enhanced Cleaning Programs
Full name of witness		Title of Delegate
		24/05/2022
		Date
WHERE SUPPLIER IS A CORPORATION		

**SIGNED** by the **SUPPLIER** in accordance with s 127 of the Corporations Act

Signature of \*2<sup>nd</sup> Director

Shabnam Mahabat  
Print Name

  
Signature of 1<sup>st</sup> Director

Badi Mahabat  
Print Name

25/05/2022  
Date

# Agreed Terms of Variation

The parties agree as follows:

---

## **1.1 Extension of term**

The term of the Original Agreement is hereby extended so that it expires on 30 September 2022.

## **1.2 Amendment of the Original Agreement**

From the Effective Date, the Original Agreement is varied as set out in this clause 1 and the Original Agreement and this Deed are to be read together.

---

## **2 General**

### **2.1 Conflicts**

If there is an inconsistency between a term in the Original Agreement and this Deed, then the terms of this Deed prevail to the extent of the inconsistency.

### **2.2 Counterparts**

This Deed may consist of a number of copies each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document.

### **2.3 Continuity, Validity and Enforceability of the Original Agreement**

The parties acknowledge and agree that the amendments to the Original Agreement set out in this Deed do not affect the validity or enforceability of the Original Agreement.

### **2.4 References to Agreement**

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

### **2.5 Entire Agreement**

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes any previous negotiations, understandings, representations or agreements in relation to that subject matter.

## 2.6 Governing Law and Jurisdiction

This Deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

---

## 3 Definitions and Interpretation

Unless otherwise specified in this Deed or the context otherwise requires, definitions and interpretations in the Original Agreement apply when used in this Deed.

These meanings apply unless the contrary intention appears:

**Deed** means this Deed of Variation.

**Details** means the section of this Deed with that title.

**Effective Date** has the meaning given to it in the Details.

**Original Agreement** has the meaning given to it in the Details.

## Goods and Services Agreement - For the Supply of Sanitisation Services at the Bus Interchanges located at Blacktown, Liverpool, Chatswood, Epping, Hornsby, Circular Quay, Hurstville, Penrith, Campbelltown, Burwood and Macquarie Park





Details		
Parties	TfNSW and Supplier	
TfNSW	Name	Transport for NSW (ABN 18 804 239 602)
	Address	20 Ennis Road, Milsons Point New South Wales, 2061
	Attention	[REDACTED] Cleaning Program - Operations [REDACTED]
Supplier	Name	Z180510 Pty Ltd trading as Olinga Services
	ACN	617 919 105
	ABN	64 617 919 105
	Address	Unit I, 24 Arthur St, Lavender Bay, New South Wales 2060
	Attention	[REDACTED] General Manager



<b>Original Agreement</b>	Goods and Services Agreement dated 24 <sup>th</sup> December 2020 between Transport for NSW and Z180510 Pty Ltd trading as Olinga Services
<b>Background</b>	<p>The Original Agreement had an Initial Term commencing on 25 December 2020 and ending on 31 March 2021. The Original Agreement was extended by the parties by two Further Terms of 3 months each in accordance with clause 2.2. Accordingly the Original Agreement was due to end on 30 September 2021.</p> <p>The Original Agreement has been extended by mutual agreement on numerous occasions. Most recently, on 3 May 2022, the parties agreed to extend the Original Agreement until 30 September 2022.</p>
<b>Objective</b>	To extend the Original Agreement from 1 October 2022 until 30 November 2022 to continue the bus sanitisation services required by TfNSW at nominated sites.
<b>Date of this Deed</b>	The date that the last party signs this Deed
<b>Effective Date</b>	1 October 2022

## Signing page

Executed by the parties as a deed.


Transport for NSW		
Executed for and on behalf of <b>Transport for NSW (ABN 18 804 239 602)</b> by its authorised delegate in the presence of:		
		Signature of Delegate
		
Signature of witness		Name of Delegate
		A/Director Enhanced Cleaning Program
Full name of witness		Title of Delegate
		27 September 2022 Date


**WHERE SUPPLIER IS A CORPORATION**

**SIGNED** by the **SUPPLIER** in accordance with s.127 of the Corporations Act

\_\_\_\_\_  
Signature of \*2<sup>nd</sup> Director/\*Company Secretary [*\* delete whichever title doesn't apply*]

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of 1<sup>st</sup> Director

  
\_\_\_\_\_  
Print Name

28 September 2022

\_\_\_\_\_  
Date

# Agreed Terms of Variation

The parties agree as follows:

---

## **1 Extension of term**

The term of the Original Agreement is hereby extended so that it expires on 30 November 2022.

---

## **2 General**

### **2.1 Conflicts**

If there is an inconsistency between a term in the Original Agreement and this Deed, then the terms of this Deed prevail to the extent of the inconsistency.

### **2.2 Counterparts**

This Deed may consist of a number of copies each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document.

### **2.3 Continuity, Validity and Enforceability of the Original Agreement**

The parties acknowledge and agree that the amendments to the Original Agreement set out in this Deed do not affect the validity or enforceability of the Original Agreement.

### **2.4 References to Agreement**

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

### **2.5 Entire Agreement**

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes any previous negotiations, understandings, representations or agreements in relation to that subject matter.

### **2.6 Governing Law and Jurisdiction**

This Deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

### 3 Definitions and Interpretation

Unless otherwise specified in this Deed or the context otherwise requires, definitions and interpretations in the Original Agreement apply when used in this Deed.

These meanings apply unless the contrary intention appears:

**Deed** means this Deed of Variation.

**Details** means the section of this Deed with that title.

**Effective Date** has the meaning given to it in the Details.

**Original Agreement** has the meaning given to it in the Details.

Goods and Services Agreement - For the  
Supply of Sanitisation Services at the Bus  
Interchanges located at Blacktown,  
Liverpool, Chatswood, Epping, Hornsby,  
Circular Quay, Hurstville, Penrith,  
Campbelltown, Burwood and Macquarie  
Park




Details		
Parties	TfNSW and Supplier	
TfNSW	Name	Transport for NSW (ABN 18 804 239 602)
	Address	20 Ennis Road, Milsons Point New South Wales, 2061
	Attention	[REDACTED], Director Pandemic Transformation Program [REDACTED]
Supplier	Name	Z180510 Pty Ltd trading as Olinga Services
	ACN	617 919 105
	ABN	64 617 919 105
	Address	Unit I, 24 Arthur St, Lavender Bay, New South Wales 2060
	Attention	[REDACTED], General Manager



<b>Original Agreement</b>	Goods and Services Agreement dated 24 December 2020 between Transport for NSW and Z180510 Pty Ltd trading as Olinga Services
<b>Background</b>	<p>The Original Agreement had an Initial Term commencing on 25 December 2020 and ending on 31 March 2021. The Original Agreement was extended by the parties by two Further Terms of 3 months each in accordance with clause 2.2. Accordingly, the Original Agreement was due to end on 30 September 2021.</p> <p>The Original Agreement has been extended by mutual agreement on numerous occasions. Most recently, on 1 October 2022, the parties agreed to extend the Original Agreement until 30 November 2022.</p> <p>The parties acknowledge that they have continued to perform their respective obligations and accept that the Original Agreement has remained on foot since 30 November 2022.</p>
<b>Objective</b>	<p>To extend the Original Agreement from 30 November 2022 until 28 April 2023 to continue the bus sanitisation services required by TfNSW at nominated sites.</p> <p>To reduce the scope of the bus sanitisation services from 17 December 2022.</p>
<b>Date of this Deed</b>	The date that the last party signs this Deed
<b>Effective Date</b>	30 November 2022

## Signing page

Executed by the parties as a deed.

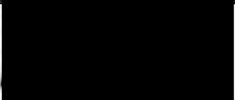
Transport for NSW		
Executed for and on behalf of <b>Transport for NSW (ABN 18 804 239 602)</b> by its authorised delegate in the presence of:		
		Signature of Delegate
		
Signature of witness		Name of Delegate
		Director Pandemic Transformation Program
Full name of witness		Title of Delegate
		Date 19/12/2022

**WHERE SUPPLIER IS A CORPORATION**

**SIGNED** by the **SUPPLIER** in accordance with s.127 of the Corporations Act

\_\_\_\_\_  
Signature of \*2<sup>nd</sup> Director/\*Company Secretary [*\* delete whichever title doesn't apply*]

\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of 1<sup>st</sup> Director

  
\_\_\_\_\_  
Print Name

16/12/2022

\_\_\_\_\_  
Date

# Agreed Terms of Variation

The parties agree as follows:

---

## **1 Extension of term of the Original Agreement**

- 1.1** On and from the Effective Date, the term of the Original Agreement is hereby extended so that it expires on 28 April 2023.

---

## **2 Amendment of the Original Agreement**

- 2.1** On and from the Effective Date, the parties have agreed to extend the Original Agreement on the same terms and conditions and under the same scope as in force immediately prior to expiry.
- 2.2** On and from 17 December 2022, Schedule 2 (Services) of the Original Agreement is amended in accordance with the Schedule to this Deed.

---

## **3 General**

### **3.1 Conflicts**

If there is an inconsistency between a term in the Original Agreement and this Deed, then the terms of this Deed prevail to the extent of the inconsistency.

### **3.2 Counterparts**

This Deed may consist of a number of copies each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document.

### **3.3 Continuity, Validity and Enforceability of the Original Agreement**

The parties acknowledge and agree that the amendments to the Original Agreement set out in this Deed do not affect the validity or enforceability of the Original Agreement.

### **3.4 References to Agreement**

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

### **3.5 Entire Agreement**

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes any previous negotiations,

understandings, representations or agreements in relation to that subject matter.

### **3.6 Governing Law and Jurisdiction**

This Deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

---

## **4 Definitions and Interpretation**

Unless otherwise specified in this Deed or the context otherwise requires, definitions and interpretations in the Original Agreement apply when used in this Deed.

These meanings apply unless the contrary intention appears:

**Deed** means this Deed of Variation.

**Details** means the section of this Deed with that title.

**Effective Date** has the meaning given to it in the Details.

**Original Agreement** has the meaning given to it in the Details.

# Schedule: Amendments to the Original Agreement

On and from 17 December 2022, Schedule 2 (Services) of the Original Agreement is amended as follows:

## Schedule 2 (Services):

1 At Clause 2.2 Description of Services:

1.1 Delete the wording of clause 2.2(b) and replace with the following:

(a) *provide Sanitisation Services to all Eligible Vehicles that attend Bus Interchanges at Blacktown, Liverpool, Chatswood, Hornsby, Circular Quay, Campbelltown, Macquarie Park, Penrith, Burwood, Hurstville, and Epping for Sanitisation Services between:*

(i)  *Monday to Friday (excluding Public Holidays)*

*(each a Service Day and together, **Service Days**);*