

## Schedule 3 – Payment

### 1. Definitions and Interpretation

- (a) In this Schedule:
- (i) all terms that have defined meanings in the Contract have the same meaning in this Schedule as they do in the Contract;
  - (ii) a reference to a Clause is a reference to a Clause in the Contract; and
  - (iii) a reference to a paragraph is a reference to a paragraph in this Schedule.
- (b) In this Schedule, the following words have the following meanings:

**Annual Contract Price** means:

- (A) from the Service Commencement Date, the amounts itemised in Annexure A to this Schedule; or
- (B) from each Service Plan 2 Commencement Date, the amounts itemised in Annexure B to this Schedule,

as adjusted in accordance with this Schedule.

**On Demand P-T-P Levy** means the passenger service levy set out in Schedule 4 of the Point to Point Transport (Taxis and Hire Vehicles) Act 2016.

**On Demand Service Hrs** means any hour that an On Demand Vehicle is used to provide On Demand Services is absent from the Contract Depots in order to efficiently provide an On Demand Service, including time for that On Demand Vehicle to travel the most direct and practicable route between:

- (A) the finishing point of that On Demand Service and the starting point of the next On Demand Service; or
- (B) the starting or finishing point of that On Demand Service and a Contact Depot,

excluding time allowed for unpaid meal breaks or non-driving idle time.

**Milestone Payment** [has the meaning given in Annexure E]. *[Note to Proponents: Pending finalization of Options and Annexure E.]*

**Milestone Works** [has the meaning given in Annexure E]. *[Note to Proponents: Pending finalization of Options and Annexure E.]*

**Monthly Contract Price** means the total amount to be paid by TfNSW to the Operator for the performance of all of the Services in accordance with this Contract following the Service Commencement Date, which is equal to the Annual Contract Price divided by 12. If the Service Commencement Date, the Service Plan 2 Commencement Date, the commencement of any pricing adjustments for an Option or the Termination Date occurs on a day other than the first of the month, the Monthly Contract Price will be adjusted on a pro rata basis accordingly.

**Service Bus Hrs** means any hour that a Contract Bus of a particular Bus type must be absent from the Contract Depots in order to efficiently provide the Bus Services including time for that Contract Bus to travel the most direct and practicable route between:

- (A) the finishing point of that Bus Service and the starting point of the next Bus Service; or

(B) a Contract Depot and a starting or finishing point of that Bus Service, excluding time allowed for unpaid meal breaks or non-driving idle time.

**Service Bus Kms** means any kilometre that a Contract Bus of a particular Bus type must travel outside of the Contract Depots in order to efficiently provide the Bus Services (other than Special Services) including distance for that Contract Bus to travel the most direct and practicable route between:

(A) the finishing point of that Service and the starting point of the next Service; or

(B) a Contract Depot and a starting or finishing point of that Service.

**Special Services Fees** means the fees for Special Services (other than Planned Events incorporated in the Annual Contract Price as contemplated by Schedule 2B), as calculated in accordance with paragraph 5 and Clause 9.5 of the Services Contract.

**Unit Rate** means the rates contained in Annexures C and D to this Schedule.

**Written Off Bus** means a Contract Bus which is irretrievably lost, stolen, destroyed or damaged beyond economic repair during the Service Term.

**ZEB Payments** has the meaning given in section 1 of Annexure E.

## 2. General Requirements

- (a) In accordance with Clauses 37.2 (Invoices and time for payment) and 37.3 (Set-off) of the Contract and paragraph 2(b) below, the Operator must, within five Business Days after the last day of each month during the Service Term, provide a valid Tax Invoice to TfNSW, in a form approved by TfNSW from time to time, which identifies:
- (i) the amount of the Monthly Contract Price for the previous month;
  - (ii) any positive price adjustments applicable to previous periods, calculated in accordance with paragraph 4;
  - (iii) the Advertising Commission per bus in accordance with Clause 14.5; and
  - (iv) any Performance Payments to which the Operator is entitled in respect of previous periods;
- less
- (v) any negative price adjustments applicable to previous months, calculated in accordance with paragraph 4;
  - (vi) any Abatements to which TfNSW is entitled in respect of previous months;
  - (vii) any Withholding Amounts to which TfNSW is entitled in respect of previous periods;
  - (viii) any Ticketing System Income (net of GST) remitted to the Operator in previous months in accordance with paragraph 4(a) of Schedule 1C (Ticketing and Revenue Protection);
  - (ix) any amounts set-off by TfNSW in accordance with paragraph 2(h) below,
- and the net Payment payable by TfNSW to the Operator, having regard to paragraphs (i) to (ix) above.
- (b) In addition, in accordance with Clauses 37.2 (Invoices and time for payment) and 37.3 (Set-off) of the Contract and paragraph **Error! Reference source not**

**found.** below, the Operator must, within five Business Days after the last day of each relevant month during the Service Term, provide a separate valid Tax Invoice to TfNSW, in a form approved by TfNSW from time to time, which identifies:

- (i) in respect of the ZEB Payments or Milestone Payments, if any, the ZEB Works or Milestone Works, including the matters required in paragraph 2A below (if paragraph 2A applies)  
less
- (ii) any of the matters and amounts referred to in paragraph (a)(v) to (ix) to the extent they also apply to the ZEB Payments or Milestone Payments;  
and the net Payment payable by TfNSW to the Operator, having regard to paragraphs (i) to (ii) above.
- (c) For the avoidance of doubt, the amounts referred to in paragraphs (a)(v) to (ix) and (b)(ii), including the Ticketing System Income, will be set off and reduced from the amounts otherwise payable to the Operator. If the Ticketing System Income in any month exceeds the amount otherwise payable by TfNSW to the Operator under paragraph (a) for that month, the Operator must pay to TfNSW the amount of that excess within 20 Business Days after the end of that month.
- (d) The Operator must provide TfNSW with supporting evidence showing that the amounts identified in paragraph 2(a) and (b) are correctly calculated in accordance with the Contract and this Schedule and details identifying and clarifying changes from the prior month's invoice line item charges.
- (e) The Tax Invoice must be addressed to the TfNSW officer nominated by TfNSW in writing from time to time.
- (f) The Tax Invoice must be paid by TfNSW within 15 Business Days of receipt of a valid invoice.
- (g) The Operator acknowledges that other than as expressly set out in this Schedule 3, no other fees, expenses or charges are payable to the Operator in connection with the Services.
- (h) If at the end of the Service Term, the Operator's full Aboriginal participation commitment has not been met, the value of any remaining commitments must be transferred to the Aboriginal Participation Fund administered by Training Services NSW. TfNSW may set-off and withhold an amount equivalent to any unspent commitments from the Payments due to the Operator. Should the amount of the final payment be less than the total amount that TfNSW may offset and withhold, the remainder will be a debt due for payment within 30 days by the Operator to TfNSW within 30 days of demand by TfNSW under this paragraph. In addition, TfNSW may access the Performance Bond to recover this amount.

## 2A ZEB Payments and Milestone Payments – additional requirements (where TfNSW exercises an Option)

### 2A.1 General

- (a) This paragraph 2A only applies to ZEB Payments or other Milestone Payments if such payments are claimed by the Operator in accordance with the Security of Payment Legislation.
- (b) Where the Operator does so, the Operator may submit to the TfNSW

Representative a claim for payment on account of the amounts payable in respect of ZEB Works or other Milestone Works on the dates set out in the Contract. Any ZEB Payments or Milestone Payments made by TfNSW are on account only.

## 2A.2 Payment claims

- (a) Without limiting the operation of clause 37 or paragraph 2 above, when claiming ZEB Payments or Milestone Payments in accordance with the Security of Payment Legislation, the Operator must also state that its claim for ZEB Payments or Milestone Payments is made under the Security of Payment Legislation, and must show details of:
- (i) the completed ZEB Works and/or Milestone Works in the relevant calendar month;
  - (ii) the Operator's calculation of the ZEB Payments for the ZEB Works and Milestone Payments for the Milestone Works during the relevant calendar month; and
  - (iii) details of any amounts TfNSW is entitled to retain, deduct, withhold or set-off under this Contract,

and must provide TfNSW with a duly completed and signed statutory declaration and subcontractor's statement in the form contained in Annexure G to this Schedule 3 (Form of Statutory Declaration and Subcontractor's Statement) (or any other form requested and/or approved by TfNSW) in respect of the ZEB Works and/or Milestone Works (as applicable), together with any supporting evidence which may be reasonably required by TfNSW.

- (b) The Operator may not submit more than one (1) claim for payment for the ZEB Works and Milestone Works in any calendar month.
- (c) The Operator must ensure that a copy of any written communication it delivers to TfNSW of whatever nature in relation to the Security of Payment Legislation, including a payment claim under the Security of Payment Legislation, is provided to the TfNSW Representative at the same time.
- (d) The Operator agrees with TfNSW that the date for submission of a tax invoice in accordance with clause 37 and paragraph 2(b) above is the date on which the Operator is entitled to make a payment claim, for the purposes of section 13(1B) of the Security of Payment Legislation.

## 2A.3 Payment Schedule

- (a) In responding to the Operator under the Security of Payment Legislation, the TfNSW Representative acts as the agent of TfNSW and TfNSW authorises the TfNSW Representative to issue payment schedules on its behalf (without affecting TfNSW's right to issue a payment schedule itself).
- (b) TfNSW may, within ten (10) Business Days following receipt of a payment claim for ZEB Payments and/or Milestone Payments give the Operator a payment schedule which identifies the payment claim to which it relates and sets out:
  - (i) TfNSW's determination of the value of the ZEB Works and/or Milestone Works completed in accordance with this Contract;
  - (ii) the amount already paid to the Operator for the ZEB Works and Milestone Works performed;
  - (iii) the amount of ZEB Payments and Milestone Payments that TfNSW is entitled to retain, deduct, withhold or set-off under this Contract;
  - (iv) any relevant amounts agreed under any Contract Variations for the ZEB Works or Milestone Works;
  - (v) any correction to previous payment schedules for the ZEB Payments and

Milestone Payments by TfNSW;

- (vi) the amount (if any) which TfNSW proposes to pay to the Operator for the ZEB Works and Milestone Works; and
- (vii) if the amount in paragraph (vi) is less than the amount claimed in the payment claim, the reason why the amount under paragraph (vi) is less than the amount claimed by the Operator in the payment claim,

**(Payment Schedule).**

- (c) The failure of TfNSW to set out in a Payment Schedule for the ZEB Payments and Milestone Payments an amount which it is entitled to retain, deduct, withhold or set off under this Contract will not prejudice its right to subsequently exercise such entitlement. TfNSW may, in any Payment Schedule, correct any error and modify any assumptions or allowances made in any previous Payment Schedule.
- (d) If, within the time allowed by the Security of Payment Legislation for the service of a Payment Schedule by TfNSW, TfNSW does not:
  - (i) serve the Payment Schedule itself; or
  - (ii) notify the Operator that the TfNSW Representative does not have authority from TfNSW to issue the Payment Schedule on its behalf,

then a Payment Schedule issued by the TfNSW Representative under this Contract which relates to the period relevant to the Payment Schedule will be taken to be the Payment Schedule for the purpose of the Security of Payment Legislation (whether or not it is expressly stated to be a payment schedule).

#### **2A.4 Payment of employees and subcontractors**

- (a) When submitting any claim for ZEB Payments or Milestone Payments, the Operator must give TfNSW a statutory declaration in accordance with paragraph 2A.2(a).
- (b) If any moneys are shown as unpaid in the Operator's statutory declaration under clause 2A.2(a), TfNSW may withhold the moneys so shown until the Operator provides evidence to the satisfaction of TfNSW that the moneys have been paid to the relevant persons.
- (c) If an employee or a subcontractor obtains a court order in respect of the moneys payable to him, her or it in respect of his, her or its employment on, materials supplied for, or work performed with respect to, the ZEB Works or Milestone Works, and produces to TfNSW the court order and a statutory declaration that it remains unpaid, TfNSW may (but is not obliged to) pay the amount of the order and costs included in the order to the employee or Subcontractor, and the amount paid will be a debt due from the Operator to TfNSW.
- (d) If TfNSW receives notice of any Insolvency Event in relation to the Operator, TfNSW will not make any payment to an employee or Subcontractor without the concurrence of the administrator, provisional liquidator, liquidator, trustee or official receiver, as the case may be, of the Operator.
- (e) Nothing in this paragraph 2A.4 limits or otherwise affects TfNSW rights under section 175B(7) of the *Workers Compensation Act 1987* (NSW), section 18(6) of schedule 2 of the *Payroll Tax Act 2007* (NSW) or section 127(5) of the *Industrial Relations Act 1996* (NSW).

#### **2A.5 Adjudication**

- 
- (a) For the purposes of section 17(3)(b) of the Security of Payment Legislation the Operator irrevocably chooses the Resolution Institute as the authorised nominating authority (as that term is defined in the Security of Payment Legislation) for any adjudication application it may make under the Security of Payment Legislation in respect of the subject matter of this Contract.
- (b) If an adjudication occurs under the Security of Payment Legislation, and TfNSW has paid an adjudicated amount to the Operator:
- (i) the amount will be taken into account by TfNSW in issuing a Payment Schedule in accordance with this Schedule 3;
  - (ii) if it is subsequently determined pursuant to the Contract that the Operator was not entitled under the Contract to payment of some or all of the adjudicated amount that was paid by TfNSW ("**overpayment**"), the overpayment will be a debt due and payable by the Operator to TfNSW which the Operator must pay to TfNSW upon demand and in respect of which the Operator is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence; and
  - (iii) if the adjudicator's determination is quashed, overturned or declared to be void, the adjudicated amount then becomes a debt due and payable by the Operator to TfNSW upon demand and in respect of which the Operator is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence.
- (c) Nothing in this Contract will affect, restrict or limit the Operator's right to:
- (i) refer for adjudication any dispute falling within section 17 of the Security of Payment Legislation; or
  - (ii) suspend the ZEB Works or Milestone Works or the maintenance of the ZEB Infrastructure or Milestones under section 15, 16 or 24 of the Security of Payment Legislation.
- (d) Without limiting Schedule 3 (Pricing Schedule), TfNSW may withhold any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on TfNSW pursuant to Division 2A of Part 3 of the Security of Payment Legislation.
- (e) If TfNSW withholds from money otherwise due to the Operator any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on TfNSW pursuant to Division 2A of Part 3 of the Security of Payment Legislation, then:
- (i) TfNSW may plead and rely upon Division 2A of Part 3 of the Security of Payment Legislation as a defence to any claim for the money by the Operator from TfNSW; and
  - (ii) the period during which TfNSW retains money due to the Operator pursuant to an obligation under Division 2A of Part 3 of the Security of Payment Legislation will not be taken into account for the purpose of determining:
    - 1. any period for which money owed by TfNSW to the Operator has been unpaid; and
    - 2. the date by which payment of money owed by TfNSW to the Operator must be made.
- (f) The Operator agrees not to commence proceedings to recover any amount withheld by TfNSW pursuant to a payment withholding request served on TfNSW in accordance with Division 2A of Part 3 of the Security of Payment Legislation.
- (g) Any amount paid by TfNSW pursuant to section 26C of the Security of Payment Legislation will be a debt due from the Operator to TfNSW.
- (h) If TfNSW withholds money pursuant to a payment withholding request served

on TfNSW pursuant to Division 2A of Part 3 the Security of Payment Legislation and the Operator:

- (i) pays the amount claimed to be due under the adjudication application to which the payment withholding claim relates; or
- (ii) becomes aware that the adjudication application to which the payment withholding claim relates has been withdrawn,

then the Operator must so notify TfNSW within five (5) days of the occurrence of the event under paragraph (i) or (ii) (as applicable) by providing to TfNSW a statement in writing in the form of a statutory declaration together with such other evidence as TfNSW may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

### 3. Annual Contract Price

- (a) The Annual Contract Price for each Contract Year is fixed for the Service Term, unless varied in accordance with this Schedule.
- (b) The parties acknowledge there will be no renegotiation of the Annual Contract Price.
- (c) The amounts to be paid to the Operator in respect of each of the State Asset Access Agreements in Annexure A and B to this Schedule from the date of execution of this Contract will be \$1.00 per item per month, fixed over term of this Contract (on fleet basis and not for individual vehicles). If TfNSW restructures the arrangements for State Asset ownership as contemplated by Clauses 1.6 (Transfer of functions) and 25 (Asset restructure by TfNSW), TfNSW may alter the amount in Annexure A and B to this Schedule (including by moving from a fleet based payment to a per asset based payment) and amend paragraphs 4.3 and 4.4 (to provide for price adjustment in respect of Written Off Buses) subject to the requirements of Clause 25. The Operator will not be paid a margin on any additional rental amount payable in respect of State Assets under any restructured arrangements.
- (d) The monthly amounts to be paid to the Operator in respect of toll road use in Annexure A and B to this Schedule (item 12) from the date of execution of this Contract will be based on actual costs net of any refunds, credits, rebates, reimbursements or similar (excluding reimbursements by TfNSW) incurred by the Operator and agreed by TfNSW in delivering the Services. The Operator will not be paid a margin on toll road use costs.
- (e) For clarity, no fees or amounts are payable in relation to the Transition Period, and the Monthly Contract Price and the Annual Contract Price commences from the Service Commencement Date.

### 4. Price adjustments

The parties acknowledge and agree that the Annual Contract Price payable by TfNSW to the Operator may vary due to price adjustments, calculated in accordance with this paragraph 4. However, any price adjustments to the Annual Contract Price apply on a prospective basis only and do not impact on amounts of the Monthly Contract Price paid prior to the date of the relevant adjustment event.

#### 4.1 Price Adjustments for Service Variations to Bus Services and Planned Events and escalation for Unit Rates

- (a) The price adjustment for a Service Variation for Bus Services (other than On

Demand and Special Services) approved by TfNSW will be calculated by applying the following calculation(s):

- (i) the change in daily Service Bus Kms as a result of the Service Variation, multiplied by the Unit Rate per Service Bus Km (for the applicable Bus type and day type), multiplied by the number of days in the year for which the Service Variation will operate;
- (ii) the change in daily Service Bus Hrs as a result of the Service Variation, multiplied by the Unit Rate per Service Bus Hr (for the applicable Bus type and day type), multiplied by the number of days in the year for which the Service Variation will operate.

and in addition to the above, tolls charges actually incurred by the Operator in performance of the Service Variation are to be reimbursed to the Operator based on actual costs net of any refunds, credits, rebates, reimbursements or similar (excluding reimbursements by TfNSW).

- (b) Unit Rates will be inflation adjusted by application of the inflation indices in paragraph 4.4(c), applied in the following manner:

Unit Rate	Inflation Indices to be Applied		
Per Bus Km	An annual inflation rate will be calculated based on the weightings of the following items per SP1, SP2 or the option adopted in relation to ZEB Payments for replacement of fleet:		
	In relation to diesel Buses:		
	Item	Percentage allocation	Inflation rate applied to percentage allocation
	Diesel Contract Bus Maintenance and Repair - Salaries and Wages (including labour on- costs)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 2 and 4
	Diesel Contract Bus Maintenance and Repair (non-labour)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 3 and 5
	Diesel Fuel and Oil (Diesel Buses)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 6
	Total of Items		Total inflation rate to be applied
	In relation to electric Buses:		
	Item	Percentage allocation	Inflation rate applied to percentage allocation
	Electric Contract Bus Maintenance and Repair - Salaries and Wages (including labour on- costs)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 2 and 4
	Electric Contract Bus Maintenance and Repair (non-labour)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 3 and 5

	Energy (Electric Buses)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 7
	Total of Items		Total inflation rate to be applied
Per Bus Hr, Supervisor Hr or Marshall Hr	100% of rate inflated by index in paragraph 4.4(c) Table Ref 1		

- (c) If the Annual Contract Price has been varied due to a Service Variation, any future inflation adjustment for the varied Annual Contract Price will be treated in accordance with paragraph 4.4 of this Schedule.
- (d) At any given time, TfNSW shall record the inflation adjusted value of the Annual Contract Price, as at the Service Commencement Date, separately from the inflation adjusted total value of all Service Variations.
- (e) TfNSW must notify the Operator of the variation to the Annual Contract Price by notice in writing and adjust the Monthly Contract Price accordingly for payment purposes.
- (f) The price adjustment for changes to the Planned Events contemplated by Schedule 2B as approved by TfNSW will be calculated by applying the following calculation(s), as calculated by TfNSW within 30 days of the end of the relevant Contract Year based on all such Planned Events occurring within that Contract Year:
  - (i) the change in aggregate Service Bus Kms as a result of the TfNSW-approved changes to Planned Events, multiplied by the applicable Unit Rate for Special Services; and
  - (ii) the change in aggregate Service Bus Hrs as a result of the TfNSW-approved changes to Planned Events, multiplied by the applicable Unit Rate for Special Services.
- (g) The parties acknowledge that the adjustment contemplated by paragraph (f) above will apply a one-off, retrospective true-up in respect of such Planned Events and will not impact or adjust the Annual Contract Price for future Contract Years.

**4.2 Price Adjustment for Service Variations to On Demand Services**

- (a) The price adjustment for a Service Variation to On Demand Services approved by TfNSW will be calculated by applying the following calculation(s):
  - (i) the change in daily On Demand Service Bus Hrs as a result of the Service Variation, multiplied by the On Demand Unit Rate per On Demand Service Bus Hr (for the applicable Bus type and day type), multiplied by the number of days in the year for which the Service Variation will operate;
  - (ii) for any Service Variation requiring an increase in the number of On Demand Vehicles, the price for the agreed required number of new On Demand Vehicles for On Demand Services as a result of the Service Variation will be agreed between the parties.
- (b) On Demand P-T-P Levy are reimbursed to the Operator based on actual costs net of any refunds, credits, rebates, reimbursements or similar (excluding reimbursements by TfNSW).
- (c) On Demand Unit Rates will be inflation adjusted by application of the inflation indices in paragraph 4.4(c) of this Schedule, applied in the following manner:

Unit Rate	Inflation Indices to be Applied		
Per On Demand Service Hr	An annual inflation rate will be calculated based on the weightings of the following items per SP1, SP2 or the option adopted in relation to ZEB Payments for replacement of fleet :		
	In relation to diesel vehicles:		
	Item	Percentage allocation	Inflation rate applied to percentage allocation
	Drivers - Salaries and Wages (including labour on-costs)  plus  Diesel Contract Bus Maintenance and Repair - Salaries and Wages (including labour on- costs)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 1, 2 and 4
	Diesel Contract Bus Maintenance and Repair (non-labour)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 3 and 5
	Diesel Fuel and Oil (Diesel Buses)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 6
	Total of Items		Total inflation rate to be applied
	In relation to electric vehicles:		
	Item	Percentage allocation	Inflation rate applied to percentage allocation
	Drivers - Salaries and Wages (including labour on-costs)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 1
	Electric Contract Bus Maintenance and Repair - Salaries and Wages (including labour on- costs)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 2 and 4
	Electric Contract Bus Maintenance and Repair (non-labour)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 3 and 5

	Energy (Electric Buses)	[xx%] of Total of Items	Paragraph 4.4(c) Table Ref 7
	Total of Items		Total inflation rate to be applied

**4.3 Price Adjustment for Written Off Bus**

- (a) There is no adjustment to the Monthly Contract Price in the event of an Existing Bus becoming a Written Off Bus or where the Written Off Bus was a New Bus that TfNSW has elected to procure and lease or licence to the Operator in accordance with Clause 22.4 (TfNSW New Buses) of the Contract.
- (b) In accordance with Clause 40.4(b) (Claims and proceeds) of the Contract, the Operator must remit to TfNSW the insurance proceeds received and deductible loss incurred for a Written Off Bus that was either an Existing Bus or New Bus that TfNSW has elected to procure in accordance with Clause 22.4 of the Contract.

**4.4 Price Adjustments for Inflation and Fuel Taxes and Credits**

- (a) The Monthly Contract Price must be adjusted to take into account inflation.
- (b) At the periods as specified in the table in paragraph 4.4(c), TfNSW must apply the inflation index and multiplier specified in the table in paragraph 4.4(c) to the relevant items specified in the table in paragraph 4.4(c) and notify the Operator in writing of the adjusted Monthly Contract Price.
- (c) For the purposes of this paragraph 4.4, the following inflation indices will be adopted and applied to the prices shown in Annexures A, B, C, D and F (other than the prices in relation to the State Bus Leases, State Existing Facility Leases and State Bus Depot Leases).

Ref	Item (from tables in Annexure A and B)	Inflation Adjustment Mechanism	Inflation Timing, Base and Multiplier
1	<b>Drivers - Salaries and Wages (including labour on-costs)</b>	ABS Quarterly Wage Price Index; Cat 6345.0, Table 5b, Total hourly rates of pay excluding bonuses; Private and Public; Transport, postal and warehousing A2603469T	To be applied on 1 July 2022 and every 1 July thereafter.  The Multiplier is to be determined as the most recently published Quarterly index to the date of the adjustment divided by the December Quarter 2021 Index. (see also above note)

2 & 4	<b>Contract Bus Maintenance and Repair - Salaries and Wages (including labour on-costs)</b>	ABS Quarterly Wage Price Index; Cat 6345.0, Table 5b, Total hourly rates of pay excluding bonuses; Private and Public; Transport, postal and warehousing A2603469T	To be applied on 1 July 2022 and every 1 July thereafter.  The Multiplier is to be determined as the most recently published Quarterly index to the date of the adjustment divided by the December Quarter 2021 Index. (see also above note)
3 & 5	<b>Contract Bus Maintenance and Repair (non- labour)</b>	ABS Consumer Price Index (CPI), Cat 6401.0, - quarter, Index Numbers; All groups CPI; Sydney; Series ID: A2325806K	To be applied on 1 July 2022 and every 1 July thereafter.  The Multiplier is to be determined as the most recently published Quarterly index to the date of the adjustment divided by the December Quarter 2021 Index.
6	<b>Diesel Fuel and Oil</b>	Monthly Average Mobil Terminal Gate Price Silverwater NSW Diesel exclusive of GST and net of Fuel Tax Credit	To be applied every month from Contract Commencement in arrears.  The Multiplier is determined as the Average Diesel price in cents per litre excluding GST and less the Fuel Tax Credit in cents per litre as applicable in the month, divided by the base index value of [xx.xx] (being the average December 2021 price in cents per litre excluding GST and Fuel Tax Credit of [xx.x] cents per litre).
7	<b>Contract Bus Energy</b>	ABS CPI electricity price index: Cat: 6401.0 - Consumer Price Index, Australia, Time series spreadsheet: TABLE 7. CPI: Group, Sub-group and Expenditure Class, Weighted Average of Eight Capital Cities, Index Numbers; Electricity; Australia, Series ID: A2328141J	To be applied every Quarter from 1 July 2022. Base December 2021. Quarterly Multiplier to be applied for the subsequent 3 months = the most recent published Quarterly index to the date of the adjustment divided by the Quarterly index for December 2021.
8	<b>Management and administration staff - Salaries and Wages (including labour on-costs)</b>	ABS Quarterly Wage Price Index; Cat 6345.0, Table 5b, Total hourly rates of pay excluding bonuses; Private and Public; Transport, postal and warehousing A2603469T	To be applied on 1 July 2022 and every 1 July thereafter.  The Multiplier is to be determined as the most recently published Quarterly index to the date of the adjustment divided by the December Quarter 2021 Index.
9	<b>Other</b>	ABS Consumer Price Index (CPI), Cat 6401.0, - quarter, Index Numbers; All groups CPI; Sydney; Series ID: A2325806K	To be applied on 1 July 2022 and every 1 July thereafter.  The Multiplier is to be determined as the most recently published Quarterly index to the date of the adjustment divided by the December Quarter 2021 Index.

14	<b>Tolls</b>	N/A	Tolls are reimbursed to the Operator based on actual costs net of any refunds, credits, rebates, reimbursements or similar (excluding reimbursements by TfNSW).
15	<b>School Charter Service Rate</b>	ABS Consumer Price Index (CPI), Cat 6401.0, - quarter, Index Numbers; All groups CPI; Sydney; Series ID: A2325806K	To be applied on 1 July 2022 and every 1 July thereafter.  The Multiplier is to be determined as the most recently published Quarterly index to the date of the adjustment divided by the December Quarter 2021 Index.

#### 4.5 Price Adjustment for Operator New Buses

- (a) The price adjustment for an Operator New Bus (other than an On Demand Vehicle) (PARB) will be calculated in accordance with the following formula:

$$PARB = NFPP_n$$

Where:

$NFPP_n$  = The new monthly vehicle periodic payment ( $NFPP_n$ ) for an Operator New Bus calculated using the following formula:

$$NFPP_n = \frac{i_n \times (CC_n)}{1 - (1 + i_n)^{-M}}$$

Where:

$i_n$  is the monthly interest rate (for payment) calculated in accordance with the following formula:

$$i_n = (1 + r_n)^{1/12} - 1$$

where:

$r_n$  is the 10 year Commonwealth Treasury Bond Rate (expressed as a decimal) at the end of the first month in which TfNSW is satisfied that Bus (n) is a Contract Bus plus 0.0###.

$M$  is 180 (or such other amount as is determined by TfNSW) for Buses used to provide Route Services, Headway Services, Dedicated School Services and On Demand Services; and

$CC_n$  is the Capital Cost<sub>n</sub> for the Operator New Bus as charged by the Bus Procurement Panel at the time of replacement.

#### 4.6 Options

Additional Payments for executed priced Options are set out in Annexure E.

- (a) Additional capital payments for executed priced Options, such as ZEB Payments and Milestone Payments, are set out in of Annexure E. For clarity, the ZEB Payments and the Milestone Payments are not pricing adjustments to the Annual Contract Price and are additional payments to the Operator. The Milestone Payments (but not the ZEB Payments) will be inflation adjusted by application of the inflation index in paragraph 4.4(c) Table Ref 4 (CPI).
- (b) Further, adjustments to the Annual Contract Price for executed priced Options are also set out in Annexure E. Non-Capital adjustments will be inflation adjusted by application of the inflation index in paragraph 4.4(c) Table Ref 4 (CPI).

**4.7 Vehicle Termination Payments**

- (a) Subject to paragraph 4.7(b), the Vehicle Termination Payment payable under Clause 51.1 of the Contract for the sale of an Operator Owned Bus (other than an On Demand Vehicle), will be determined by TfNSW in accordance with the following formula:

$$VTP_n = (CC_n) \times (1 + i)^m - \frac{(NFPP_n \times ((1 + i)^m - 1))}{i_n}$$

where:

*VTP<sub>n</sub>* is the Vehicle Termination Payment for the Operator Owned Bus;

*m* is the number of months that the Operator Owned Bus has been in service, the maximum number being 180 months or such other period as is determined by TfNSW;

*CC<sub>n</sub>* is the capital cost for the Operator Owned Bus as charged by the Bus Procurement Panel at the time of purchase or replacement; and

“*NFPP<sub>n</sub>*” and “*i<sub>n</sub>*” will be calculated using the relevant formulas in paragraph 4.5(a) (but by reference to any corresponding definitions under this paragraph).

- (b) Subject to paragraph 4.7(c), the Vehicle Termination Payment payable, under Clause 51.1 of the Contract, for the novation of an Operator Bus Lease in respect of an Operator Novation Bus will be the amount determined by TfNSW in accordance with paragraph 4.7(a) minus the net present value of any remaining payment obligations under the Operator Bus Lease (including any end of term purchase option over the Operator Novation Bus or, where there is no express purchase option in the relevant Operator Bus Lease, assuming acquisition of the Operator Novation Bus at its assumed residual value (using a discount rate equal to the implied discount rate under the relevant Operator Bus Lease)).
- (c) No Vehicle Termination Payment will be payable in connection with any Operator New Bus or related Bus Lease where the Operator New Bus has been in service for more than 180 months or such other period as is determined by TfNSW or where clause 22.7(d)(iii) applies in respect of such Contract Bus or related Operator Bus Lease.
  - (i) TfNSW or the Successor Operator must pay any Vehicle Termination Payment on or within the period of 30 days immediately preceding the Termination Date.

**4.8 Price Adjustment for Operator Owned Buses (other than Transfer Buses)**

---

[Note to Proponents: To be inserted if required and based on proposals]

## 5. Special Services

- (a) Within 30 days of completion of Special Services, the Operator must submit a valid Tax Invoice for Special Services Fees, based on the Unit Rates for Special Services at Annexure D and in a form approved by TfNSW. However, payments to the Operator under or in connection with Emergency Bussing Services must be assessed in a manner which avoids double counting. In particular, Contract Buses or Drivers reallocated from another Bus Service to provide Emergency Bussing Services must not result in double recovery by the Operator. Emergency Bussing Services using Contract Buses removed from a regular service will only be paid at the Special Services unit rates after the time the regular shift finishes.
- (b) The Operator must direct the valid Tax Invoice to the authorised representative of the entity who ordered the Special Services named in Item 1 on the Special Services Order Form.
- (c) The Operator must provide TfNSW and the relevant entity ordering the Special Services with supporting evidence showing that the amounts in the valid Tax Invoice are correctly calculated in accordance with the Contract and this Schedule.
- (d) The Tax Invoice must be paid by within 15 Business Days of receipt of a valid Tax Invoice by the relevant entity in accordance with paragraph (b) above.
- (e) The Operator acknowledges that for the Planned Events outlined in Schedule 2B (Planned Event Services), the Fees for those Special Services are included in the Annual Contract Price and, without limiting the application of paragraph 4.1(f), no Special Services Fees are payable in respect of such Special Services.

**Annexure A - Annual Contract Price – Service Plan 1**

Ref	Item	Year							
		1	2	3	4	5	6	7	8
1	Drivers - Salaries and Wages (including labour on-costs)								
2	Diesel Bus Maintenance and Repair - Salaries and Wages (including labour on-costs)								
3	Diesel Bus Maintenance and Repair (non-labour)								
4	ZEB Maintenance and Repair - Salaries and Wages (including labour on-costs)								
5	ZEB Maintenance and Repair (non-labour)								
6	Diesel Bus Fuel								
7	Electricity								
8	Management and administration staff – Salaries and Wages (including labour on-costs)								
9	Other (non-labour)								
10	Bus Depot Payments								
11	Fleet Payment								
12	ZEB Implement and								

---

	Infrastructure								
13	State Bus Lease								
14	Tolls								
15	Annual Contract Price								

**Annexure B - Annual Contract Price – Service Plan 2**

Ref	Item	Year							
		1	2	3	4	5	6	7	8
1	Drivers - Salaries and Wages (including labour on-costs)								
2	Diesel Bus Maintenance and Repair - Salaries and Wages (including labour on-costs)								
3	Diesel Bus Maintenance and Repair (non-labour)								
4	ZEB Maintenance and Repair - Salaries and Wages (including labour on-costs)								
5	ZEB Maintenance and Repair (non-labour)								
6	Diesel Bus Fuel								
7	Electricity								
8	Management and administration staff – Salaries and Wages (including labour on-costs)								
9	Other (non-labour)								
10	Bus Depot Payments								
11	Fleet Payment								
12	ZEB Implement and								

---

	Infrastructure								
13	State Bus Lease								
14	Tolls								
15	Annual Contract Price								

**Annexure C - Gross Unit Rates for Service Variations**

**Gross Unit Prices for Service Variations - Midi Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								
<b>All days</b>	Bus Kms – Diesel								
	Bus Kms – Electric								

**Annexure C - Gross Unit Rates for Service Variations**

**Gross Unit Prices for Service Variations – Standard and School Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								
<b>All days</b>	Bus Kms – Diesel								
	Bus Kms – Electric								

**Annexure C - Gross Unit Rates for Service Variations**

**Gross Unit Prices for Service Variations – Long Rigid Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								
<b>All days</b>	Bus Kms – Diesel								
	Bus Kms – Electric								

**Annexure C - Gross Unit Rates for Service Variations**

**Gross Unit Prices for Service Variations – Double Deck**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								
<b>All days</b>	Bus Kms – Diesel								
	Bus Kms – Electric								

**Annexure C - Gross Unit Rates for Service Variations**

**Gross Unit Prices for Service Variations – Articulated Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								
<b>All days</b>	Bus Kms – Diesel								
	Bus Kms – Electric								

**Annexure C - Gross Unit Rates for Service Variations**

**Unit Rates for Service Variations of On Demand Services - Midi Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								

**Annexure C - Gross Unit Rates for Service Variations**

**Unit Rates for Service Variations of On Demand Services - Standard Bus and School Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								

**Annexure C - Gross Unit Rates for Service Variations**

**Unit Rates for Service Variations of On Demand Services - Electric Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								

**Annexure D – Unit Rates for Special Services**

**Unit Rates for Special Services - Midi Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekdays</b>	Bus Hours 0500-2400								
	Bus Hours 0500-2400 - Standby Bus								
	Bus Hours 0001-0459								
	Bus Hours 0001-0459 - Standby Bus								
<b>Saturdays</b>	Bus Hours								
	Bus Hours - Standby Bus								
<b>Sundays</b>	Bus Hours								
	Bus Hours - Standby Bus								
<b>All days</b>	Bus Kms - Diesel								
	Bus Kms - Electric								

**Annexure D – Unit Rates for Special Services**

**Unit Rates for Special Services – Standard Bus and School Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekdays</b>	Bus Hours 0500-2400								
	Bus Hours 0500-2400 - Standby Bus								
	Bus Hours 0001-0459								
	Bus Hours 0001-0459 - Standby Bus								
<b>Saturdays</b>	Bus Hours								
	Bus Hours - Standby Bus								
<b>Sundays</b>	Bus Hours								
	Bus Hours - Standby Bus								
<b>All days</b>	Bus Kms - Diesel								
	Bus Kms - Gas								
	Bus Kms - Electric								

**Annexure D – Unit Rates for Special Services**

**Unit Rates for Special Services – Long Rigid Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekdays</b>	Bus Hours 0500-2400								
	Bus Hours 0500-2400 - Standby Bus								
	Bus Hours 0001-0459								
	Bus Hours 0001-0459 – Standby Bus								
<b>Saturdays</b>	Bus Hours								
	Bus Hours – Standby Bus								
<b>Sundays</b>	Bus Hours								
	Bus Hours – Standby Bus								
<b>All days</b>	Bus Kms - Diesel								
	Bus Kms – Gas								
	Bus Kms - Electric								

**Annexure D – Unit Rates for Special Services**

**Unit Rates for Special Services – Double Decker Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekdays</b>	Bus Hours 0500-2400								
	Bus Hours 0500-2400 - Standby Bus								
	Bus Hours 0001-0459								
	Bus Hours 0001-0459 – Standby Bus								
<b>Saturdays</b>	Bus Hours								
	Bus Hours – Standby Bus								
<b>Sundays</b>	Bus Hours								
	Bus Hours – Standby Bus								
<b>All days</b>	Bus Kms - Diesel								
	Bus Kms - Electric								

**Annexure D – Unit Rates for Special Services**

**Unit Rates for Special Services – Articulated Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekdays</b>	Bus Hours 0500-2400								
	Bus Hours 0500-2400 - Standby Bus								
	Bus Hours 0001-0459								
	Bus Hours 0001-0459 – Standby Bus								
<b>Saturdays</b>	Bus Hours								
	Bus Hours – Standby Bus								
<b>Sundays</b>	Bus Hours								
	Bus Hours – Standby Bus								
<b>All days</b>	Bus Kms - Diesel								
	Bus Kms - Electric								

**Annexure D – Unit Rates for Special Services**

**Unit Rates for Special Services – Non-Contract Bus**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekdays</b>	Bus Hours 0500-2400								
	Bus Hours 0500-2400 - Standby Bus								
	Bus Hours 0001-0459								
	Bus Hours 0001-0459 – Standby Bus								
<b>Saturdays</b>	Bus Hours								
	Bus Hours – Standby Bus								
<b>Sundays</b>	Bus Hours								
	Bus Hours – Standby Bus								
<b>All days</b>	Bus Kms - Diesel								
	Bus Kms - Electric								

**Annexure D – Unit Rates for Special Services**

**Unit Rates for Special Services – Supervisors**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekdays</b>	Supervisor hours 0500-2400								
	Supervisor hours 0001-0459								
<b>Saturdays</b>	Supervisor hours								
<b>Sundays</b>	Supervisor hours								

**Unit Rates for Special Services - Marshalls**

Day Type	Resource Measure	Year							
		1	2	3	4	5	6	7	8
<b>Weekdays</b>	Marshall hours 0500-2400								
	Marshall hours 0001-0459								
<b>Saturdays</b>	Marshall hours								
<b>Sundays</b>	Marshall hours								

**Annexure E – Priced Options**

**Priced option 1**

Year								
Item	1	2	3	4	5	6	7	8
Price adjustment –								

**Priced option 2**

Year								
Item	1	2	3	4	5	6	7	8
Price adjustment –								

**Priced option 3**

Year								
Item	1	2	3	4	5	6	7	8
Price adjustment – Other Agreed Priced Options								

**Annexure E – Priced Options**

***[Drafting to be adapted based on Options proposed and to reflect multiple Options]***

**1. ZEB Payments for ZEB Works**

Where TfNSW exercises the “ZEB Option” in Attachment G, the Operator may invoice TfNSW for the amounts (**ZEB Payments**) specified in this paragraph 1, Part 1 of this Annexure E in consideration of the performance of the ZEB Works in accordance with this Contract.

- (a) The aggregate amount of the ZEB Payments is [insert]. This may be invoiced by the Operator in instalments as set out in Table 1 below in the month in which TfNSW confirms (not to be unreasonably withheld or delayed) that the acceptance criteria for the relevant milestone as set out in the ZEB Program have been satisfied. For clarity, TfNSW has no obligation to pay an instalment in respect of a milestone unless and until such acceptance criteria have been satisfied. This does not limit the operation of section 2A of this Schedule 3.
- (b) The parties agree that the total ZEB Payments outlined in Table 1 below are the total amounts payable by TfNSW in connection with the ZEB Works. Further, the instalment amount set out below for each relevant milestone is the total amount payable by TfNSW in connection all activities and services required to complete that milestone. Other than as expressly provided for in this Contract, TfNSW has no liability, and the Operator has no Claim, for any other or additional amounts or expenses in connection with the same.

	ZEB Payments
Milestones (as further described in the ZEB Program)	(\$)
<b>Total</b>	

**2. Adjustment to Annual Contract Price for the ZEB Option**

In addition to paragraph 1 above, where TfNSW exercises the ZEB Option set out in Attachment G, the Annual Contract Price is amended and restated as set out in:

- (a) subject to paragraph (b), Table 1 below with effect on and from the date on which the “[insert]” milestone is accepted as complete by TfNSW (being the **ZEB Commencement Date**); and/or
- (b) Table [insert] below once Service Plan 2 in effect, with effect on and from the later to occur of the ZEB Commencement Date and the Service Plan 2 Commencement Date.

However, the parties agree that where there is any delay in the completion of the ZEB Works from the milestone dates set out in the ZEB Program caused by

TfNSW, each such delay to the extent caused by TfNSW is deemed to be an NFI Event and the parties will adjust the Annual Contract Price and associated amounts set out below in accordance with Schedule 7 to reflect such delay.

**Annexure E – Priced Options**

**Annual Contract Price for replacement of fleet**

Ref	Item	Year							
		1	2	3	4	5	6	7	8
1	Drivers - Salaries and Wages (including labour on-costs)								
2	Diesel Bus Maintenance and Repair - Salaries and Wages (including labour on-costs)								
3	Diesel Bus Maintenance and Repair (non-labour)								
4	ZEB Maintenance and Repair - Salaries and Wages (including labour on-costs)								
5	ZEB Maintenance and Repair (non-labour)								
6	Diesel Bus Fuel								
7	Electricity								
8	Management and administration staff – Salaries and Wages (including labour on-costs)								
9	Other (non-labour)								
10	Bus Depot Payments								
11	Fleet Payment								

---

12	ZEB Implement and Infrastructure								
13	State Bus Lease								
14	Tolls								
15	Annual Contract Price								

**Annexure E – Priced Options**

**Annual Contract Price for 50% replacement of fleet**

Ref	Item	Year							
		1	2	3	4	5	6	7	8
1	Drivers - Salaries and Wages (including labour on-costs)								
2	Diesel Bus Maintenance and Repair - Salaries and Wages (including labour on-costs)								
3	Diesel Bus Maintenance and Repair (non-labour)								
4	ZEB Maintenance and Repair - Salaries and Wages (including labour on-costs)								
5	ZEB Maintenance and Repair (non-labour)								
6	Diesel Bus Fuel								
7	Electricity								
8	Management and administration staff – Salaries and Wages (including labour on-costs)								
9	Other (non-labour)								
10	Bus Depot Payments								
11	Fleet Payment								

---

12	ZEB Implement and Infrastructure								
13	State Bus Lease								
14	Tolls								
15	Annual Contract Price								

**Annexure E – Priced Options**

**Annual Contract Price for 100% replacement of fleet**

Ref	Item	Year							
		1	2	3	4	5	6	7	8
1	Drivers - Salaries and Wages (including labour on-costs)								
2	Diesel Bus Maintenance and Repair - Salaries and Wages (including labour on-costs)								
3	Diesel Bus Maintenance and Repair (non-labour)								
4	ZEB Maintenance and Repair - Salaries and Wages (including labour on-costs)								
5	ZEB Maintenance and Repair (non-labour)								
6	Diesel Bus Fuel								
7	Electricity								
8	Management and administration staff – Salaries and Wages (including labour on-costs)								
9	Other (non-labour)								
10	Bus Depot Payments								
11	Fleet Payment								

---

12	ZEB Implement and Infrastructure								
13	State Bus Lease								
14	Tolls								
15	Annual Contract Price								

**Annexure F – School Service Charter Rates**

**Gross Unit Rates for School Charter Service - Midi Bus**

Day Type	Resource	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								

**Gross Unit Rates for School Charter Service - Standard Bus and School Bus**

Day Type	Resource	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								

**Annexure F – School Service Charter Rates**

**Gross Unit Rates for School Charter Service - Long Rigid Bus**

Day Type	Resource	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								

**Gross Unit Rates for School Charter Service - Double Deck Bus**

Day Type	Resource	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								

**Annexure F – School Service Charter Rates**

**Gross Unit Rates for School Charter Service - Articulated Bus**

Day Type	Resource	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								

**Gross Unit Rates for School Charter Service - Electric**

Day Type	Resource	Year							
		1	2	3	4	5	6	7	8
<b>Weekday Timetable Days</b>	Bus Hours 0500-2400								
	Bus Hours 0001-0459								
<b>Saturday Timetable Days</b>	Bus Hours								
<b>Sunday Timetable Days</b>	Bus Hours								

**Annexure G – Form of Statutory Declaration and Subcontractor’s Statement**

**FORM OF STATUTORY DECLARATION**

<b>Statutory Declaration</b>	<i>Oaths Act (NSW) Ninth Schedule</i>
I, .....	<i>Insert full name of Declarant</i>
Of .....	<i>Insert address</i>
<i>do solemnly and sincerely declare that:</i>	
1. <i>I am the representative of:</i>	
..... (ABN.....) <i>("the Contractor")</i>	<i>Insert name of Contractor, and ABN if applicable</i>
<i>in the Office Bearer capacity of:</i>	
.....	<i>Insert position title of Declarant</i>
2. <i>The Contractor has a contract with: .....</i> (ABN.....)	<i>Insert name of Principal and ABN</i>
<i>to carry out .....</i> [Contract No. ....]	<i>Insert name of Contract and Contract No.</i>
<i>("the Contract")</i>	
3. <i>I personally know the facts which I have set out in this declaration.</i>	
4. <i>All employees who have at any time been engaged by the Contractor for ZEB Works and Milestone Works (as applicable and defined in the Contract) done under the Contract:</i>	
a) <i>have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on ZEB Works or Milestone Works under the Contract, and</i>	
b) <i>have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on ZEB Works or Milestone Works under the Contract pursuant to any award, enterprise agreement, act or regulation,</i>	
<i>with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:</i>	
<i>Employee:</i>	<i>Insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages, allowances, holiday pay, long service leave payments and superannuation entitlement etc.</i>
<i>Amount unpaid or not accrued:</i>	
.....	
.....	
5. <i>Attached to and forming part of this declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW) in respect of the ZEB Works and Milestone Works (as applicable) under the Contract.</i>	
6. <i>In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the ZEB Works and Milestone Works under the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior</i>	

to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.

7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

8. The Contractor has been informed by each subcontractor to the Contractor in respect of the ZEB Works and Milestone Works under the Contract (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and

b) that all their employees and subcontractors, as at the date of the making of such a declaration:

i) have been paid all remuneration and benefits due and payable to them by; or

ii) had accrued to their account all benefits to which they are entitled from;

the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any ZEB Works and Milestone Works under the Contract, and

c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,

except for the following subcontractors to the Contractor who have failed to provide such a declaration:

Subcontractor:

Due amount unpaid:

.....  
.....

*Insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim*

9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

Employee, subcontractor or supplier:

Amount unpaid or not accrued:

.....  
.....

*Insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.*

10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

11. Attached to and forming part of this declaration, as Annexure B, is a "Subcontractor's Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 and Industrial Relations Act 1996) which is a written statement:

a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;

b) under Schedule 2 Part 5 of the Payroll Tax Act 2007 in the form and providing the detail required by that legislation; and

c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

13. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:

a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 ("Acts"); and

b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at: ..... on .....

(place) (day) (month) (year)

.....  
(signature of Declarant)

in the presence of an authorised witness, who states:

I, .....

(Name of authorised witness)

(\* Please cross out any text that does not apply)

1. \* I saw the face of the person.

OR

\* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.

2. \* I have known the person for at least 12 months.

OR

\* I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was: .....

(describe identification document relied on)

.....

(signature of authorised witness) (date)

.....  
*(name of authorised witness)*

.....  
*(Justice of the Peace / Solicitor of the Supreme Court of New South Wales)*

*[or other person legally authorised to administer an oath under the Oaths Act 1900 (NSW) or where the declaration is sworn outside the State of New South Wales, any person having authority to administer an oath in that place.  
Authorised witness must print or stamp his or her full name, qualification and address before whom the declaration is made.  
JPs must include their registration number.]*

**Note:** From 30 April 2012 new requirements to confirm the identity of the declarant became mandatory in NSW. Witnesses must certify that they have seen the face of the declarant and either that they have known the declarant for more than 12 months, or confirmed their identity by sighting an approved identification document. For more detail see Affidavits and Statutory Declarations – How to administer an oath, affirmation or declaration in NSW (100086819).

**Annexure A**

**Supporting statement by head contractor regarding payment to subcontractors**

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999*.

Head contractor: *[business name of head contractor]*

ABN: *[ABN]*

\* 1. has entered into a contract with: *[business name of subcontractor]*

ABN: *[ABN]*

Contract number/identifier: *[contract number/identifier]*

OR

\* 2. has entered into a contract with the subcontractors listed in the attachment to this statement.

\* *[Delete whichever of the above does not apply]*

This statement applies for work between *[start date]* and *[end date]* inclusive (the construction work concerned), subject of the payment claim dated *[date]*.

I, *[full name]*, being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature: ..... Date: .....

Full name: ..... Position/Title: .....

**Attachment**

<b>Schedule of subcontractors paid all amounts due and payable</b>				
<b>Subcontractor</b>	<b>ABN</b>	<b>Contract number/ identifier</b>	<b>Date of works (period)</b>	<b>Date of payment claim (head contractor claim)</b>

<b>Schedule of subcontractors for which an amount is in dispute and has not been paid</b>				
<b>Subcontractor</b>	<b>ABN</b>	<b>Contract number / identifier</b>	<b>Date of works (period)</b>	<b>Date of payment claim (head contractor claim)</b>

Annexure B

SUBCONTRACTOR'S STATEMENT

Note to the parties. For the purpose of this Subcontractor's Statement: "the subcontractor" is the Contractor; and "the principal contractor" is Transport for NSW

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION

(Note 1 - see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B Workers Compensation Act 1987, schedule 2 part 5 Payroll Tax Act 2007, and s127 Industrial Relations Act 1996 where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: .....ABN: .....  
(Business name)

of: .....  
(Address of subcontractor)

has entered into a contract with: ..... ABN: .....  
(Business name of principal contractor) (Note 2)

Contract number/identifier: ..... (Note 3)

This Statement applies for work between: ...../...../..... and ...../...../..... inclusive, (Note 4)

subject of the payment claim dated: ...../...../..... (Note 5)

I, ..... a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [ ] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [ ] and only complete (f) and (g) below. You must tick one box. (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated ...../...../.....(Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid.(Note 8)
- (d) Where the Subcontractor is required to be registered as an employer under the Payroll Tax Act 2007, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement.(Note 9)
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above.(Note 10)
- (f) Signature: ..... Full Name:.....
- (g) Position/Title .....Date ...../...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, schedule 2 part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.  
A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.
2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.  
Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'  
Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'
5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that 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.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

#### Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

#### Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

#### Further Information

For more information, visit the SafeWork NSW website [www.safework.nsw.gov.au](http://www.safework.nsw.gov.au), Revenue NSW website [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au), or 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).