

Out-of-Home Advertising Assets Installation and Maintenance Agreement: Sydney Metro City & Southwest

Sydney Metro
Principal

oOh!media Street Furniture Pty Limited
Supplier

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Out-of-Home Advertising Assets Installation, Maintenance and Operation Agreement: Sydney Metro City & Southwest

This Agreement is made on the date the last party executes this agreement.

Parties

Principal:

Name: **Sydney Metro** ABN 12 354 063 515 (a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW))

Address: Level 43, 680 George Street, Sydney NSW 2000

Supplier:

Name oOh!media Street Furniture Pty Limited ABN 77 000 081 872

Address: Level 2, 73 Miller Street, North Sydney NSW 2060

Background

- A. The Principal is procuring Sydney Metro City & Southwest on behalf of the NSW government and the people of New South Wales.
- B. The Supplier operates a business that involves the displaying of Out of Home (OOH) Advertisements in Australia.
- C. The parties have agreed to enter into this Agreement for, among other things, the Supplier to install and maintain certain Advertising Assets in the Sydney Metro City & Southwest stations and the Principal to grant to the Supplier of the right to display and sell certain Advertisements on those Advertising Assets, under the terms set out in this Agreement.

Part A – Introductory Matters

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

AADP means Advertising Asset Development Proposal.

AADP Commencement Date means, in respect of AADP Works described in an Approved AADP, the date for commencement of such AADP Works as specified in that Approved AADP.

AADP Works means, in respect of an Approved AADP, any works described in that Approved AADP (which works may include installation, modification, upgrade, relocation or removal of an Advertising Asset).

Advertise means to advertise or promote any brand, product, service or event in any way (including through the use of posters and any other printed material, paintings, video presentation, moving pictures or any form of electronic or telecommunications medium).

Advertising has the corresponding meaning.

Advertisement means an image, text or other activity or material used to Advertise on, in, or using an Advertising Asset, but does not include any of the Principal's Materials.

Advertiser means any third party who has entered into an Advertising Agreement with the Supplier.

Advertising Agreement means an agreement entered into between an Advertiser and the Supplier for Advertising on, in or using Advertising Assets.

Advertising Asset means those assets (which may, for example, be a structure, place or other thing):

- (a) which must be set out or referred to in the Advertising Asset Register; and
- (b) prior to entry into the Advertising Asset Register, in respect of which the Principal has given the Supplier Final Approval under clause 10.1(e)(iv),

which are approved by the Principal for use by the Supplier to display Advertising Material.

Advertising Asset Development Proposal means proposals submitted to the Principal by the Supplier in accordance with clause 10.1 for the installation, modification, upgrade, relocation or removal of Advertising Assets.

Advertising Asset ID means the unique identification number(s) assigned to each Advertising Asset, as set out in the Advertising Asset Register from time to time. For clarity, an Advertising Asset may have more than one Advertising Asset ID where, for example, it has multiple Display Faces.

Advertising Asset Register means a register of all Advertising Assets that is required to be maintained by the Supplier under clause 10.11(a) and includes the details described in clause 10.11(b).

Advertising Material means any Advertisement or other material displayed or affixed on any of the Advertising Assets, but does not include the Principal's Material.

Advertising Sales has the meaning given in Schedule 3 (Price and Payment) to this Agreement.

Advertising Sales Projection or **ASP** has the meaning given in Schedule 3 (Price and Payment).

Affected Party has the meaning given in clause 43.1(a).

Agreement has the meaning given to it in clause 1.3.

AMGF Commencement Date has the meaning given in Schedule 3 (Price and Payment).

Approved AADP means an AADP in respect of which the Principal has given Final Approval to the Supplier under clause 10.1(e)(iv).

AS means Advertising Sales.

AMB Charter means the document which identifies the AMB's objectives, functions, powers and governance and the duties of Rail Transport Agencies and TAOs in relation to the AMB (as amended from time to time), which is available at <https://www.transport.nsw.gov.au/industry/asset-management-branch> or upon request from the Principal's Representative.

Asset Condition Status Report has the meaning given in clause 5 of Schedule 10 (Scope of Certification).

Asset Minimum Guaranteed Fee or **AMGF** has the meaning given to that term in Schedule 3 (Price and Payment).

Asset Management Branch or **AMB** means the independent body established within TfNSW, responsible for engineering governance and assurance of design, safety, integrity, construction and commissioning of transport assets (including Advertising Assets) for the whole asset lifecycle.

Audited Annual Statement has the meaning given in Part 5(a) of Schedule 5 (Reports).

Bank Guarantee has the meaning given in clause 31.

Business Day means any day other than:

- (a) a Saturday, Sunday or public holiday in New South Wales, or
- (b) 27, 28, 29, 30 or 31 December.

Business Hours means 9am to 5pm on a Business Day.

Capital Expenditure means any expenditure that results in the creation, build, modification or upgrade of an Advertising Asset the subject of an Approved AADP, including all costs referred to in clauses 18.2(a) to 18.2(e) but excluding Maintenance Expenditure.

Capital Expenditure Works has the meaning given to it in clause 4.1(a).

Certificate of Currency means a certificate issued by an insurance provider which is documentary evidence that an insurance cover is then currently in place.

Change of Control Event means the occurrence of either of the following:

- (a) another entity, directly or indirectly, in a single transaction or a series of related transactions, acquires either the Control of the Supplier or all or substantially all of the assets of the Supplier; or

(b) the Supplier is merged with or into another entity.

Claim means a demand, claim, action, arbitration, cause of action or other proceeding (including mediation, compromise, out of court settlement or appeal) made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

Commencement Date means the date on which this Agreement is executed by the last party.

Completion has the meaning given in clause 10.7(b).

Completion Certificate means the certificate issued by the Independent Certifier in accordance with clause 10.7(h), certifying Completion of the relevant AADP Works and setting out any minor defects for rectification by the Supplier which do not prevent the use of the Advertising Asset the subject of the AADP Works for the display of Advertising Material.

Compliance Standards means the compliance standards available at <https://www.transport.nsw.gov.au/industry/asset-management-branch> and other standards set by the Asset Standards Authority from time to time.

Confidential Information means information revealed by or on behalf of a party to the other party concerning the party's, or any of its Related Entities', past, present or future:

- (a) structure, business activities, strategies, plans and assets, including Intellectual Property Rights;
- (b) products and their specifications, and the markets in which such products are sold and methods of distribution;
- (c) designs, plans, drawings, modules, formulae, trade secrets, know how, processes and techniques;
- (d) financial affairs;
- (e) network, communications, technology, source and object codes and computer records;
- (f) employees, clients, customers, contractors, distributors and their financial affairs and agreements with them; and
- (g) in the case of where the first-mentioned party is the Principal, information relating to the policies, strategies, practices, procedures and internal management of the Commonwealth, State or Territory Government and any information in the Supplier's possession relating to the Commonwealth, State or Territory Government public services, as well as any other information that:
 - (i) is by its nature confidential;
 - (ii) is marked or designated as confidential or proprietary at the time of its disclosure; or
- (h) the Supplier knows or ought to know is confidential.

Configuration means, in respect of an Advertising Asset, the display format utilised for that Advertising Asset as specified in the then-current and accurate Advertising Asset Register.

Configuration Management Framework means the framework established by the AMB from time to time for configuration management.

Conflict of Interest means a situation in which a person's decisions will or may be influenced by the person's personal interests. A person includes an entity, corporation and natural person.

Consents means any licence, clearance, permit, registration, consent, approval, determination, certificate, administrative decision, permission, waiver or other requirement of any Government Agency having any jurisdiction in connection with the Services, this Agreement or under any applicable Law.

Consequential Loss means any:

- (a) loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production (whether the loss is direct or indirect); or
- (b) direct or indirect financing costs,

whether present or future, fixed or unascertained, actual or contingent.

Construction Period means the period commencing on the date the relevant AADP receives Final Approval and ending on the date the Advertising Assets are installed and ready for Advertising.

Construction Works means any Works performed at a Site for which the Supplier has been appointed as principal contractor as required by the *Work Health and Safety Regulation 2017* (NSW) but excluding Network Activities.

Content Standards means the requirements set out in Schedule 4 (Content Standards), as may be varied in accordance with clause 12.2.

Contract Management Plan means the Supplier's management plan in respect of the Advertising Assets to be provided, as varied from time to time, in accordance with clause 29.

Contract Year means each consecutive twelve (12) month period during the Term commencing on the Services Commencement Date (Phase 1), except in relation to the last Contract Year, where it means the period from the date after expiry of the preceding Contract Year to the Termination Date.

Contractor means:

- (a) any contractor, sub-contractor, supplier or consultant engaged by, or on behalf of, the Supplier:
 - (i) to carry out any part of the Services; or
 - (ii) otherwise in connection with this Agreement; and
- (b) all persons engaged by or through, such contractors, sub-contractors, suppliers or consultants, of the Supplier:
 - (i) to carry out any part of the Services; or
 - (ii) otherwise in connection with this Agreement.

Control means the legal, beneficial or equitable ownership, directly or indirectly, of 50% or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, by contract or otherwise.

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

COVID-19 means the disease known as Coronavirus (COVID-19) which was characterised to be a Pandemic by the World Health Organisation on 11 March 2020, or any future forms or strains of the disease known as Coronavirus (COVID-19).

CPI means the "Weighted Average of Eight Capital Cities: All Groups Consumer Price Index" as maintained and published quarterly by the Australia Bureau of Statistics (ABS).

DA means development application for the purposes of the *Environmental Planning and Assessment Act 1979* (NSW).

Danger Zone means all space within three metres horizontally from the nearest rail, and any distance above or below this three metres, unless a safe place exists or has been created.

Dangerous Goods means any item, substance or article which is either:

- (a) prescribed as a dangerous good under the *Dangerous Goods (Road and Rail Transport) Act 2008* (NSW); or
- (b) capable of constituting a risk, threat or menace to persons or property.

Deliverables means all Documents provided to the Principal by or on behalf of the Supplier in connection with an AADP (including the AADP itself) or otherwise in connection with this Agreement (including the Offer and any photograph or other image or depiction of any Advertising Material in situ), but does not include any Advertising Material.

Depreciated Value means in respect of a Supplier Owned Asset that is an Advertising Asset, the written down value of that Advertising Asset for income tax purposes, depreciated monthly on a straight-line basis from the relevant AMGF Commencement Date until the end of the relevant period stated in clause 4.2(e), as contained in the audited accounts of the Supplier.

Digital Advertising Assets means any electronic assets, including electronic display assets using technologies such as LCD, LED, plasma displays, or projected images.

Disengagement means the process of bringing to an end the involvement of the parties under this Agreement in accordance with clause 25 and the Disengagement Plan.

Disengagement Period means the period:

- (a) in the case of the expiry of the Initial Term (or any extension to the Initial Term pursuant to clause 22.2), commencing on the date which is 3 months prior to the Expiry Date and ending on the Expiry Date; or
- (b) in the case of the termination of this Agreement by the Principal in accordance with either clause 23.2 or clause 23.3, commencing on the date of the relevant notice (or such other date as is required by the Principal in its absolute discretion) and ending on the date that is 3 months after the date of such notice (or such other date as is required by the Principal in its absolute discretion),

or such longer period agreed in writing by the parties.

Disengagement Plan means the plan to be developed by the Supplier and approved by the Principal in accordance with clause 25.2(a) (as amended from time to time in accordance with clause 25.2(b)) to deal with the Disengagement of this Agreement by the Supplier.

Display Face means a single available space for an Advertisement that can be displayed on Advertising Assets. For clarity, an Advertising Asset may have more than one Display Face as set out in the Advertising Asset Register.

Documents includes all manuals, diagrams, images, pictures, graphs, drawings, charts, projections, specifications, estimates, records, concepts, documents, accounts, plans,

formulae, designs, methods, techniques, processes, supplier lists, price lists, customer lists, market research information, correspondence, contracts, purchase orders, media space orders and software (including source code and object code versions), whether in written or electronic form, including all copies of an extract from any of the same.

Electricity Application Form means the form to be completed by the Supplier in accordance with clause 10.10(c) and to be provided by the Principal to the Supplier from time to time.

Emergency or Unplanned Operations means:

- (a) any emergencies or unplanned operations or activities in relation to the Network, or
- (b) any maintenance or repairs involving the Network which are necessary to ensure the integrity of the Network and the continuation of rail services,

which may affect an Advertising Asset, as determined by the Principal in its sole discretion.

Environment means all components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) flora and fauna;
- (d) any organic or inorganic matter and any living organism, including humans;
- (e) human made or modified structures and areas;
- (f) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and
- (g) ecosystems with any combinations of the above.

Environmental Laws means any Law:

- (a) relating to the storage, handling or transportation of Waste, Dangerous Goods or Hazardous Material;
- (b) relating to occupational health and safety; or
- (c) which has as one of its purposes or effects the protection of the Environment.

Excluded Infrastructure means the infrastructure identified as such in Part 2 of Schedule 2 (Principal's Infrastructure).

Expiry Date means, the Initial Expiry Date or, where applicable, the date of expiry of any extension to the Initial Term pursuant to clause 22.2.

Extended Term means the period specified in Item 3 of Schedule 1 (General Particulars).

Fees Due means the total payments that are due and payable to the Principal under this Agreement (including the Minimum Guaranteed Fee and any Percentage Share Fee payable).

Final Approval has the meaning given in clause 10.1(e)(iv).

Force Majeure Event means any:

- (a) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (b) strikes or other industrial action outside of the control of the Supplier; and
- (c) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic,

but only where such events or circumstances:

- (d) are beyond the reasonable control of the Affected Party;
- (e) where the Affected Party is the Supplier, are such that a competent contractor would not have been able to prevent or overcome the effect of such events or circumstances on the performance of the Supplier's obligations under this Agreement if it had exercised the care, skill, diligence, prudence and foresight reasonably or ordinarily expected of a competent, qualified, skilled and experienced contractor supplying similar goods and services; and
- (f) are not caused or contributed to in whole or in part by a breach by the Affected Party of this Agreement,

and the following will be taken not to be a "Force Majeure Event":

- (g) any failure or inability to pay any Fees Due;
- (h) any act or omission of a Contractor (except where that act or omission was caused by a Force Majeure Event); and
- (i) a Pandemic Event.

GIPA Act means the *Government Information (Public Access) Act 2009* (NSW).

Government Agency includes a government or any governmental, or semi-governmental, or local government, authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality.

GST or Goods and Services Tax means the tax payable on taxable supplies under the GST Legislation.

GST Legislation means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantee Amount has the meaning given in Item 7 of Schedule 1 (General Particulars).

Guarantor means oOh!Media Limited (ACN 602 195 380) or a replacement guarantor approved by the Principal pursuant to clause 32(f).

Guarantor Cure Period has the meaning given in clause 32(d)(ii).

Guarantor Financial Capacity Event means any fact, matter or thing which, in the opinion of the Principal (acting reasonably), has or may have a material adverse effect upon the financial standing of the Guarantor.

Guarantor Financial Mitigation Plan means the Guarantor Financial Mitigation Plan described in clause 32(c).

Hazardous Material means material, which because it is toxic, corrosive, flammable, explosive or infectious or possesses some other dangerous characteristic, is potentially dangerous to the Environment:

- (a) when stored or handled; or
- (b) when any part of the Environment is exposed to it.

Health and Safety Standard means:

- (a) the document entitled 'Principal Contractor Health and Safety Standard (SM PS-ST-221)' (Version 4) at Schedule 15; and
- (b) any other health and safety policies, codes and standards of the relevant Sydney Metro Contractor or the Operator (as the case may be) appointed by the Principal as the 'principal contractor' under the Work Health and Safety Act,

as updated and provided to the Supplier from time to time.

IC Category means the applicable IC category set out in Schedule 10 (Scope of Certification).

Identification has the meaning given in clause 12.1(e).

Included Infrastructure means land and infrastructure (including the locations of Included Infrastructure set out in Schedule 2) surrounding or within close proximity to a Site that the Supplier needs to access or use in order to get to the Site to install the Advertising Asset and/or the Advertising Material.

Indemnified Party has the meaning given in clause 36.1.

Independent Certifier means the certifier appointed in accordance with clause 28.

Independent Certifier Deed means the deed for the appointment of the Independent Certifier to be entered into between the Supplier and the Independent Certifier on terms approved by the Principal (acting reasonably).

Initial AADP means an initial AADP set out in Schedule 19 (Initial AADPs).

Initial AADP (Optional) means an initial AADP set out in Schedule 19A in respect of an Advertising Asset that the Supplier proposes to install at a Site (Optional).

Initial Expiry Date means the date specified in Item 2 of Schedule 1 (General Particulars).

Initial Term means the period specified in Item 1 of Schedule 1 (General Particulars).

Insolvency Event means if:

- (a) a party informs the other party in writing or creditors generally that the party is insolvent or is financially unable to proceed with this Agreement;
- (b) execution is levied against a party by a creditor;
- (c) a party is an individual person or a partnership including an individual person, and if that person:
 - (i) commits an act of bankruptcy;
 - (ii) has a bankruptcy petition presented against him or her or presents his or her own petition;
 - (iii) is made bankrupt;
 - (iv) makes a proposal for a scheme of arrangement or a composition; or

- (v) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under part X of the *Bankruptcy Act 1966* (Cth); or
- (d) in relation to a party being a corporation:
 - (i) notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
 - (ii) the party enters a deed of company arrangement with creditors;
 - (iii) a controller or administrator is appointed;
 - (iv) an application is made to a court for the winding-up of the party and not stayed within 14 days;
 - (v) a winding-up order is made in respect of the party;
 - (vi) resolves by special resolution that the party be wound up voluntarily (other than for a members' voluntary winding-up); or
 - (vii) a mortgagee of any property of the party takes possession of that property.

Installation Condition Report has the meaning given in clause 10.3(a).

Intellectual Property Rights means any patent, registered design, trademark or name, copyright or other protected intellectual property right.

IPR Claim has the meaning given in clause 36.4(a).

Key Performance Indicator means each key performance indicator set out in Schedule 7 (KPIs) as amended from time to time by the parties in writing.

Key Supplier Positions has the meaning given in clause 14.4(a).

KPI means Key Performance Indicator.

KPI Action Plan has the meaning given in clause 13.3(c)(ii).

KPI Performance Report has the meaning given in clause 13.3(b).

Law means:

- (a) any legally binding law, legislation, statute, act, regulation, subordinate legislation, rule, by law, order, proclamation, decree, ordinance, directive or code which is enacted, issued or promulgated by the Commonwealth or any State or Territory government;
- (b) any relevant advertising industry standards or codes (whether or not having the force of law);
- (c) common law and equity;
- (d) Consents; and
- (e) any other relevant Government Agency requirements.

Legal Notice means any direction, order, demand or other requirement in connection with any Law, to take any action or refrain from taking any action in respect of a Site or its use, from any Government Agency, whether written or otherwise.

Loss means any loss, damage, cost, interest, charge, expense, fee, penalty, fine, forfeiture, assessment, Claim, liability or diminution in value incurred by a person, however arising, and whether present or future, fixed or unascertained, or actual or contingent, and includes:

- (a) the reasonable cost of any action taken by the person to protect itself against any loss or to preserve any right it has;
- (b) any taxes or duties payable by the person (other than tax on its assessable income); and
- (c) all costs actually payable by a person to their own legal representatives (whether or not under a costs agreement) and other expenses incurred by a person in connection with a Claim.

Maintenance Expenditure means the cost associated with in respect of an Advertising Asset:

- (a) work that is necessary for retaining that Advertising Asset at its Normal Operating Condition, or for reducing deterioration of that Advertising Asset; or
- (b) any activity carried out on that Advertising Asset to:
 - (i) ensure that the Advertising Asset continues to perform its intended function; or
 - (ii) repair that Advertising Asset (including to remove any graffiti on that Advertising Asset).

Maintenance Plan means the Supplier's maintenance plan in respect of all the Advertising Assets attached or installed to the Site, which plan is to be provided by the Supplier, and approved by the Principal, in accordance with clause 29 (as updated from time to time in accordance with clause 29).

Make Good means the obligations imposed on the Supplier under clause 10.8(c).

MGF means Minimum Guaranteed Fee.

Minimum Guaranteed Fee has the meaning given in Schedule 3 (Price and Payment).

Month means a calendar month.

Moral Rights means any of the rights described in Article 6bis of the Berne Convention for the Protection of Literary and Artistic Works 1886, being "droit moral" or other analogous rights arising under any applicable Law that exists or may come to exist anywhere in the world.

Negative Variation has the meaning given in clause 42.3.

Negotiation Period has the meaning given in clause 44.2(c).

Network means all land, plant, equipment and rail infrastructure that is used by the Principal to operate the rail network for which it is the accredited rail transport operator under the Rail Safety Act.

Network Activity or Network Activities means any operations, maintenance or construction activities carried out under the Principal's control at or in relation to the Network.

New Advertising Agreement means a new advertising agreement entered into between the Principal and a third party in respect of the sale or display of Advertising Material on any Advertising Assets following the Termination Date.

New Supplier means any third party who enters into a New Advertising Agreement with the Principal.

Non-transferred Advertising Assets means any Advertising Asset that is not identified or referred to in the written notice given by the Principal to the Supplier under clause 4.2(b).

Normal Operating Condition means in relation to an Advertising Asset, a condition suitable for continued use as designed in accordance with the latest Approved AADP relating to that Advertising Asset or (where applicable) in accordance with any subsequent upgrades or reconfigurations to that Advertising Asset approved by the Principal in accordance with the terms of this Agreement, subject to normal fair wear and tear.

Notice has the meaning given in clause 40.

Notice of Dispute has the meaning given in clause 41.1.

Occupancy Period means the period for which the Supplier procures that the relevant Advertising Material remains on the relevant Advertising Asset under an Advertising Agreement.

Offer means the Supplier's response to the Principal's RFT numbered RFT SM 2022/004 (including the schedules and forms to the RFT included with that response) together with the written clarifications and supplementary responses associated with the Offer that have been submitted by or on behalf of the Supplier to the Principal prior to the Commencement Date.

Offline has the meaning given in Part 1 of Schedule 3 (Price and Payment).

Online has the meaning given in Part 1 of Schedule 3 (Price and Payment).

Operator means NRT CSW Pty Ltd ACN 635 509 036 or any other person notified by the Principal to the Supplier from time to time.

Other Supplier means any supplier, contractor, consultant, artist, tradesperson or other person engaged to do work other than the Supplier and its Contractors.

Pandemic means:

- (a) COVID-19; and
- (b) any other infectious disease that is declared as a pandemic by the World Health Organisation after the date of this Agreement.

Pandemic Event has the meaning given in clause 44.1.

Pandemic Event Adjustment has the meaning given in clause 44.2(a).

Pandemic Event Notice has the meaning given in clause 44.2(a).

Pandemic Event Year means any Contract Year in which a Pandemic Event has occurred and in respect of which the Supplier has given the Principal a Pandemic Event Notice in compliance with clause 44.2(a).

P&I Costs has the meaning given in Schedule 3 (Price and Payment).

Parent Company Guarantee means the parent company guarantee provided under clause 32(a) or a replacement parent company guarantee provided under clause 32(f) (as applicable).

Party or party means the Principal or the Supplier (as applicable) and **Parties or parties** means both of them.

Percentage Share has the meaning given in Schedule 3 (Price and Payment).

Percentage Share Fee has the meaning given in Schedule 3 (Price and Payment).

Personal Injury means bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury including the resultant loss of consortium or services at any time.

Personnel means:

- (a) in respect of the Supplier, any Related Entity of the Supplier and any directors, officers, employees, consultants, agents and Contractors of the Supplier;
- (b) in respect of the Principal, any Related Entity of the Principal and any directors, officers, employees, consultants, agents and contractors of the Principal (other than the Supplier);
- (c) in respect of a Sydney Metro Contractor, any Related Entity of the Sydney Metro Contractor and any directors, officers, employees, consultants, agents and contractors of the Sydney Metro Contractor; and
- (d) in respect of the Operator, any Related Entity of the Operator and any directors, officers, employees, consultants, agents and contractors of the Operator.

Policies, Codes and Standards means the most recent version of the following policies, codes and standards, as updated from time to time:

- (a) the Rail Operating Conditions Standard as set out in Part A of Schedule 20 (Rail Operations Standard) and the Rail Operating Procedure as set out in Part B of Schedule 20 (Rail Operations Standard);
- (b) the New South Wales Government Code of Practice for Procurement (January 2005);
- (c) in relation to work, health and safety management, the Health and Safety Standard and the Work Health and Safety Management Systems and Auditing Guidelines (6th edition) (December 2019);
- (d) in relation to quality management, AS/NZS ISO 9001 and, if applicable, the NSW Government Quality Management Systems Guidelines for Construction (Edition 4 December 2019);
- (e) in relation to environmental management, AS/NZS ISO 14001 and, if applicable, the NSW Government Environmental Management System Guidelines (Edition 4 December 2019);
- (f) if applicable, the NSW Government Procurement Guideline "Skills and Training in the Construction Industry";
- (g) Sydney Metro Environment & Sustainability Statement of Commitment at <https://www.sydneymetro.info/sites/default/files/2022-02/Environment-Sustainability-Statement-of-Commitment.pdf>;
- (h) TfNSW COVIDSafe Measures Policy at <https://www.stayinformed.com.au/new-covid-safe-measures>;

- (i) TfNSW Conduct and Ethics policies at <https://www.transport.nsw.gov.au/about-us/who-we-are/culture-and-values>https://www.transport.nsw.gov.au/sites/default/files/media/documents/2017/code-of-conduct-transport_0.pdf; and
- (j) any other policies, codes and standards that are provided to or otherwise notified to the Supplier by the Principal from time to time.

For the avoidance of doubt, the Policies, Codes and Standards include the requirements set out, referred to or otherwise made available at the websites set out in Schedule 6 (Policies, Codes and Standards).

Post Termination Amount has the meaning given to it in clause 4.3.

PPSA means the *Personal Property Securities Act 2009* (Cth) or any similar legislation.

PPSA Security Interest has the meaning given in clause 4.4.

Principal's Facilities means all railway track, railway stations, civil works, associated track structures, over track structures, signalling systems, train control systems, communication systems, equipment, nodes, conduits, ducting cable, cable support structures and other plant, equipment, buildings or facilities owned, leased or used by the Principal on, connected to, in relation to, or in any way comprising the Sites.

Principal's Infrastructure means the Included Infrastructure and the Excluded Infrastructure.

Principal's Material has the meaning given in clause 12.4(a)(i).

Principal's Operations means any part of the Principal's operations, systems or assets including:

- (a) the Railway;
- (b) the Principal's Facilities;
- (c) the Sites;
- (d) the operations of third parties using the Railway; and
- (e) the Principal's ability to construct, or operate, future additions to the Railway.

Principal's Panels means the panels of Contractors that the Principal considers to be suitably qualified for undertaking the Relevant Services, as such panels may be changed from time to time as envisaged in clause 39.1(d).

Principal's Representative means the person(s) referred to in Item 4 of Schedule 1 (General Particulars) or such other person notified by the Principal in accordance with clause 26.1(c).

Proceeds means proceeds as defined in the PPSA.

Protection Officer means a protection officer appointed by the Supplier at the Supplier's expense from the Protection Officer Panel to manage the rail safety aspects of work at relevant Sites.

Protection Officer Panel means the Principal's Panel of protection officers, the details of which shall be provided to the Supplier on request, as may be updated or amended by the Principal from time to time.

PS means Percentage Share.

PSF means Percentage Share Fee.

Public Transport Services means shared passenger transportation and related services, which are available for use by the general public, including buses, trams, trains and ferries.

Published Rate Card has the meaning given in Part 6 of Schedule 5 (Reports).

Quarter means each consecutive period of three (3) months commencing on the Services Commencement Date (Phase 1), except in relation to the last Quarter, where it means the period commencing from the date after expiry of the preceding Quarter to the Termination Date, and **Quarterly** has a corresponding meaning.

Quarterly Status Report means a report provided in accordance with the requirements in Part 2 of Schedule 5 (Reports).

RailCorp means Rail Corporation New South Wales (ABN 59 325 778 353), a corporation constituted by section 4(1) of the *Transport Administration Act 1988* (NSW).

Rail Corridor means the land on which the Railway is built, comprising all property between property fences, or if there are no fences, everywhere within fifteen (15) metres of the outermost rails.

Rail Industry Worker Card (RIW Card) means a rail industry safety induction card issued by the Principal.

Rail Safety Act means the *Rail Safety (Adoption of National Law) Act 2012* (NSW).

Railway means the guided system for transportation of passengers or freight or both (whether or not passengers, freight or both are being transported) on a railway track within the Rail Corridor.

Railway Legislation means the Transport Administration Act, the Rail Safety Act, any associated regulations of such legislation, and any other legislation or regulation governing the Principal's Operations, including the operation of railway passenger or freight services.

Records means the items set out in clause 17.1 and the Advertising Agreements.

Related Entity, in relation to:

- (a) the Supplier, a Sydney Metro Contractor or the Operator, has the meaning given to 'related body corporate' in section 9 of the *Corporations Act 2001* (Cth); and
- (b) the Principal, means any 'public transport agency' (as defined in the Transport Administration Act), the State of New South Wales, and any entity controlled by any of them.

Relevant Services has the meaning given in clause 21.1(b)(v).

Representative means the person appointed by a Party to manage the exercise of its rights and performance of its obligations under this Agreement, and to act as the single point of contact for the other Party in relation to the same. Each Party's Representative as at the date of this Agreement is as set out in Schedule 1 (General Particulars).

Required Insurance has the meaning given in clause 37.2.

Resources means Personnel, premises, facilities, software, hardware, tools (including third party tools), procedures, processes and other resources.

RFT means the document titled 'Request for Tender RFT No. SM 2022/004 City and Southwest Out-of-Home Advertising'.

Risk Control Measures means the measures and procedures used by the Principal and the Supplier to identify, assess, control or manage risks to health and safety in accordance with the Statutory Requirements, this Agreement and the Safety Management Plan.

Rolling Stock has the meaning given in the Rail Safety Act.

Safety Management Plan means the Supplier's safety management plan in respect of its access to, and use, installation and maintenance of, the Advertising Assets, to be provided, and as varied from time to time, in accordance with clause 9.3.

Safety Management System means a safety management system that complies with the Rail Safety Act, all other relevant Laws and all relevant processes, procedures and policies of the Principal (including in respect of work within the Rail Corridor and Danger Zone).

Safety Requirements means the requirements set out in clause 9.

Safe Work Method Statement has the meaning given to that term in the *Work Health and Safety Regulation 2017* (NSW). **SWMS** has a corresponding meaning.

Security means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind. It includes:

- (a) anything which gives a creditor priority over other creditors with respect to any asset;
- (b) retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security; and
- (c) a security interest for the purposes of the PPSA.

Services means:

- (a) all Works, services, things or tasks which the Supplier is, or may be, required to do under this Agreement (including the procurement, installation or display, and maintenance of Advertising Materials on the Advertising Assets); and
- (b) any related services, functions or responsibilities not specifically described in this Agreement which are reasonably required, for the proper performance and provision of the services referred to in paragraph (a) immediately above.

Services Commencement Date means Services Commencement Date (Phase 1) or Services Commencement Date (Phase 2), as applicable.

Services Commencement Date (Phase 1) means the date on which Public Transport Services on the Sydney Metro City Section commence for the public.

Services Commencement Date (Phase 2) means the date on which Public Transport Services on the Sydney Metro Southwest Section commence for the public.

Site means the land and places leased, owned or occupied by the Principal or any of its contractors (including any easements or licences or any other legal or beneficial interest in land used for or in relation to the operations of the Principal and/or the Railway) and made available to the Supplier for the purpose of undertaking its obligations under this Agreement.

Site (Optional) has the meaning given in clause 10.1A(a).

Statement has the meaning given in Part 3 of Schedule 5 (Reports).

Station means a station listed in Part 3 of Schedule 2 (Principal's Infrastructure).

Statutory Provision means a statute, regulation or a provision of a statute or regulation.

Statutory Requirements means the requirements of:

- (a) the Work Health and Safety Act;
- (b) the Rail Safety Act;
- (c) any other Laws which regulate health or safety; and
- (d) any approvals, accreditations or authorisations under the Laws referred to in paragraphs (a) to (c) of this definition.

Step-in Notice has the meaning given in clause 21.1(a).

Step-in Party has the meaning given in clause 21.1(a).

Suspension Notice has the meaning given to it in clause 23.1(a)(i).

Suspension Period has the meaning given to it in clause 23.1(b).

Supplier Owned Asset has the meaning given to it in clause 4.1(d).

Supplier's Representative means the person(s) referred to in Item 5 of Schedule 1 (General Particulars) or such other person notified by the Principal in accordance with clause 26.1(c).

Sydney Trains means the corporation by that name constituted by Part 3B of the *Transport Administration Act 1988* (NSW).

Sydney Metro City Section means the Railway which includes the Stations at Crows Nest, Victoria Cross, Barangaroo, Martin Place, Pitt Street, Central, Waterloo and Sydenham.

Sydney Metro Contractor means any person engaged or authorised by the Principal to carry out works on or about the Site and/or Included Infrastructure for the Sydney Metro City & Southwest project, but excluding the Supplier and any of the Supplier's Personnel.

Sydney Metro Southwest Section means the Railway which includes the Stations at Marrickville, Dulwich Hill, Hurlstone Park, Canterbury, Campsie, Belmore, Lakemba, Wiley Park Punchbowl and Bankstown.

TAHE means the Transport Asset Holding Entity of New South Wales ABN 59 325 778 353, a state-owned corporation previously known as RailCorp.

TAO means an organisation that is delegated authority and authorised by the AMB on behalf of the Principal to complete engineering works on transport assets within a defined scope according to defined standards. Refer to AMB website for detail:
<https://www.transport.nsw.gov.au/industry/asset-management-branch>.

Term means the period from the Commencement Date until the Termination Date.

Termination Condition Report has the meaning given in clause 25.4(a)(ii).

Termination Date means the earlier of:

- (a) the Expiry Date; and
- (b) the date on which this Agreement is terminated in accordance with its terms.

TfNSW means Transport for NSW.

Training Management Guidelines has the meaning given in clause 15.2(a).

Transport Administration Act means the *Transport Administration Act 1988* (NSW).

Transport for NSW means the corporation by that name constituted by section 3C of the *Transport Administration Act 1988* (NSW).

Unsold Space means Advertising Assets (or any Display Face(s) on an Advertising Asset) which are not the subject of a current booking by the Supplier under any Advertising Agreement and are available for use.

Utility means any utility service, including water, electricity, gas, telephone, drainage, sewerage and electronic communications.

Variation means, unless otherwise stated in this Agreement, any change to the Services including any addition, increase, decrease, omission, deletion or removal to or from the Services.

Waste has the same meaning as in the *Protection of the Environment Operations Act 1997* (NSW).

WHS means work health and safety.

Work Health and Safety Act means the *Work Health and Safety Act 2011* (NSW).

Work Method Statement means the statement to be included in the Safety Management Plan.

Works means any work done by the Supplier or its Personnel under or in connection with this Agreement in relation to the Advertising Assets.

Work Site Protection Plan means a work site protection plan prepared in accordance with clause 9.7.

1.2 Interpretation

In this Agreement:

- (a) a reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
 - (iv) a Statutory Provision includes:
 - A. that Statutory Provision as amended or re-enacted;
 - B. a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - C. another regulation or other statutory instrument made or issued under that Statutory Provision; and
 - (v) dollars and \$ is to Australian currency, unless expressly stated otherwise;

- (b) a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in visible or tangible form;
- (c) unless expressly stated otherwise, a reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, this Agreement;
- (d) mentioning anything after **includes, including, for example**, or similar expressions does not limit what else might be included;
- (e) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document;
- (f) a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
- (g) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (h) a reference to an agreement includes an undertaking, deed agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;
- (i) headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation;
- (j) a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement;
- (k) a day means a calendar day, a quarter means a calendar quarter and a month means a calendar month;
- (l) if an act must be done on a specified day that is not a Business Day, it must be done instead on the next Business Day;
- (m) any reference to a party to this Agreement or another agreement or document includes that party's executors, administrators, permitted assigns or permitted subcontractors or substitutes (and, where applicable, the party's legal personal representatives) and the obligation of any party extends to those persons; and
- (n) a reference in this Agreement to a Government Agency, government department, government body, statutory corporation or any other public or private entity, includes a reference to any entity or organisation that replaces the original entity in question, or that assumes all or a substantial part of the obligations or responsibilities of the original entity in question.

1.3 Agreement

This **Agreement** means:

- (a) this agreement; and
- (b) the Schedules to this agreement.

1.4 Provisions limiting or excluding liability

Any provision of this Agreement, which seeks to limit or exclude a liability of a party, is to be construed as doing so only to the extent permitted by applicable Law.

1.5 Discretion

- (a) Subject to any express provision in this Agreement to the contrary:
 - (i) a provision of this Agreement which says that the Principal or the Principal's Representative "may" do or not do something is not to be construed as imposing an obligation on the Principal or the Principal's Representative to do or not do that thing; and
 - (ii) there will be no procedural or substantive limitation upon the manner in which the Principal or the Principal's Representative may exercise any discretion, power or entitlement conferred by this Agreement.
- (b) Without limiting clause 1.5(a), neither the Principal nor the Principal's Representative will be under any obligation to exercise any such discretion, power or entitlement, for the benefit of the Supplier or as required by any other legal doctrine which in any way limits the express words used in the provision of this Agreement conferring the discretion, power or entitlement.

1.6 Government Agencies

- (a) This Agreement will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of:
 - (i) the Principal or Transport for NSW to exercise any of their respective functions and powers pursuant to any legislation; or
 - (ii) the AMB to exercise any of its functions and powers pursuant to the AMB Charter.
- (b) Without limiting clause 1.6(a), anything the Principal, Transport for NSW or AMB do, or fail to do or purport to do, pursuant to their respective functions and powers either as an TAO or under any legislation or the AMB Charter, will be deemed not to be an act or omission by the Principal under this Agreement.
- (c) The Supplier:
 - (i) waives any Claims that it may have against the Principal as a result of the exercise by the Principal, Transport for NSW or the AMB of their respective functions and powers either as an TAO or under any legislation, the AMB Charter or the Configuration Management Framework; and
 - (ii) acknowledges and agrees that:
 - A. there are many Government Agencies with jurisdiction over aspects of the Services, the Rail Corridor, and other matters affecting and affected by the Services;
 - B. such Government Agencies may from time to time exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the Services (including, the exercise by persons (including individuals) acting on behalf of such Government Agencies of powers and functions including as necessary for such Government

Agencies to comply with their statutory functions and powers);
and

- C. it bears the full risk of all occurrences of the kind referred to in clause 1.6(c)(ii)B and will not be entitled to make, and the Principal will not be liable for, any Claim arising out of or in any way in connection with such occurrences.

2. Conditions Subsequent

- (a) Without limiting the Supplier's obligations under this Agreement, the Supplier must satisfy (or procure the satisfaction of) the following conditions subsequent in each case within the period specified below:
- (i) the Supplier providing to the Principal the Contract Management Plan (in a form approved by the Principal) and the Maintenance Plan (in a form approved by the Principal), in accordance with clause 29(b) within 30 days of the Commencement Date;
 - (ii) the Supplier providing to the Principal the Safety Management Plan (in a form approved by the Principal) in accordance with clause 9.3(b) within 30 days of the Commencement Date;
 - (iii) the Supplier providing to the Principal its draft Disengagement Plan within 30 days from the Commencement Date for its approval in writing in accordance with clause 25.2(a)(ii);
 - (iv) the Supplier delivering to the Principal certificates of currency evidencing to the reasonable satisfaction of the Principal that the Supplier has effected all Required Insurances (as described in clause 37) within 30 days of the Commencement Date;
 - (v) the Supplier providing to the Principal the Bank Guarantee in accordance with clause 31 and the Parent Company Guarantee in accordance with clause 32(a) within 30 days of the Commencement Date;
 - (vi) the Supplier providing to the Principal templates for each of the reports required to be provided by the Supplier under this Agreement (including, for example, under Schedule 5 (Reports)) for the Principal's approval within 30 days of the Commencement Date;
 - (vii) the Supplier providing to the Principal the Advertising Asset Register which complies with the requirements set out in clause 10.11 for the Principal's approval within 30 days of the Commencement Date; and
 - (viii) the Supplier providing to the Principal an executed copy of the Independent Certifier Deed within 60 days of the Commencement Date.
- (b) The conditions subsequent specified in clause 2(a) are for the sole benefit of, and may be waived only by, the Principal.
- (c) If the conditions subsequent specified in clause 2(a) are not satisfied within sixty (60) days of the Commencement Date, the Principal may upon giving five (5) Business Days' notice in writing to the Supplier, terminate this Agreement with immediate effect without any liability to the Supplier.
- (d) Without limiting clauses 2(a) or 2(b), the Principal may extend the period by which the conditions subsequent specified in 2(a) must be satisfied on notice in writing to the Supplier.

3. Relationship

The parties acknowledge and agree that:

- (a) nothing in this Agreement constitutes any fiduciary relationship between the parties or any relationship of employer and employee, principal and agent, or partnership, between the parties or the Supplier and an Advertiser; and
- (b) neither party has any authority to bind the other party in any manner whatsoever.

Part B – Ownership, Transfer, Licence and Exclusivity

4. Ownership and Transfer

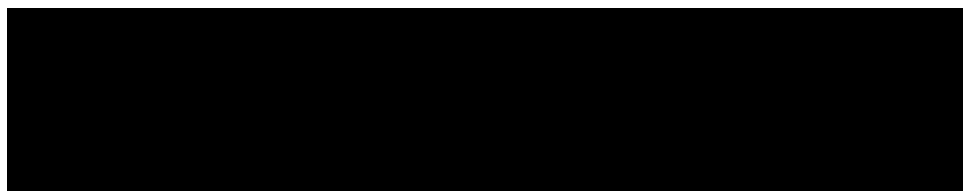
4.1 Ownership

- (a) The Supplier is solely responsible for all Capital Expenditure in relation to the build and installation or attachment of any Advertising Asset to any Site (together, the **Capital Expenditure Works**).
- (b) Without limiting clause 4.1(a) and the Supplier's other obligations under this Agreement, the Supplier must not (or otherwise authorise or permit any person to) perform any Capital Expenditure Works except pursuant to an Approved AADP.
- (c) The Supplier must not alter the Depreciated Value of an Advertising Asset without the prior written approval of the Principal.
- (d) Subject to this clause 4.1, clause 4.2 and clause 25, on and from the Commencement Date the Supplier will be solely responsible for acquiring, and must bear all costs and expenses relating to any acquisition of, and will own all property in, title to and ownership of any Advertising Assets built, installed on or attached to any Site after the Commencement Date that is subject to an Approved AADP (each, a **Supplier Owned Asset**).
- (e) Not used.
- (f) Not used.
- (g) The Supplier must not grant (or authorise or permit the granting of) any Security in respect of any Supplier Owned Asset, without the Principal's prior written consent.
- (h) Notwithstanding ownership rights of the Supplier in respect of the Supplier Owned Assets as contemplated in this clause 4.1:
 - (i) the Supplier's rights in respect of the Supplier Owned Assets are only as expressly set out in this Agreement; and
 - (ii) the Supplier must not (and must ensure that its Personnel do not) perform any actions in relation to the Supplier Owned Assets except as expressly permitted under this Agreement and/or the relevant Approved AADP(s).
- (i) All risk in relation to the Advertising Assets is with the Supplier, and the Supplier bears all risk and liability in respect of any damage done by the Advertising Asset to the Site or the Included Infrastructure.

4.2 Post-termination transfer of Supplier Owned Assets

- (a) By no later than the date which is 90 days before (or, if that is not reasonably practicable, as soon as is reasonably practicable before) the Termination Date, the Supplier must provide written notice to the Principal specifying a complete list of all Supplier Owned Assets together with the Post Termination Amount of each such Supplier Owned Asset (as defined in clause 4.3).
- (b) Within sixty (60) days of receipt of the notice under clause 4.2(a), the Principal will notify the Supplier which of the Supplier Owned Assets the Principal wishes to own (such Supplier Owned Assets, being the **Post Termination Transferred Assets**).
- (c) Upon:
 - (i) payment of the Post Termination Amount for the Post Termination Transferred Assets by the Principal (or if the Post Termination Amount for the Post Termination Transferred Assets is \$0, the Termination Date); or
 - (ii) such date as is required by the Principal if clause 23.2(c) applies,

the Supplier hereby transfers and assigns all property in, title to and ownership of the Post Termination Transferred Assets to the Principal (and/or to a third party nominated by the Principal in writing to the Supplier), free of all Security. The Supplier must promptly execute any document requested by the Principal that is necessary or desirable to effect such transfer and assignment.
- (d) For the avoidance of doubt, the Principal may exercise its discretion under this clause 4.2 in relation to either a single Advertising Asset or a collective of Advertising Assets, or may exercise its discretion not to take ownership of any Advertising Assets.
- (e) The Supplier acknowledges and agrees that the Depreciated Value for each Advertising Asset:



be zero (i.e. \$0).

4.3 Post Termination Amount

When providing notice under clause 4.2(a), the Supplier must set out the Depreciated Value of the Supplier Owned Assets as at the Termination Date (which notice must be broken down by individual Advertising Asset) (each such Depreciated Value, being the **Post Termination Amount** for the relevant Supplier Owned Asset).

4.4 Personal Property Securities Act

If the Principal determines, acting reasonably, that this Agreement (or any transfer or transaction in connection with it) is or contains a security interest for the purposes of the PPSA (**PPSA Security Interest**), the Supplier agrees to do all reasonable things (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal requests and considers necessary for the purposes of:

- (a) ensuring that the PPSA Security Interest is enforceable, perfected and otherwise effective;
- (b) enabling the Principal to apply for any registration, or give any notification, in connection with the PPSA Security Interest so that the PPSA Security Interest has the priority required by the Principal; and
- (c) enabling the Principal to exercise rights in connection with the PPSA Security Interest, the Advertising Assets and any Proceeds generated from them,

in each case at the Supplier's cost.

4.5 Stamp duty

The Supplier must pay, or, if required, reimburse the Principal for all stamp duty and other taxes and duties payable on or in respect of this Agreement including any transfer of title of Advertising Assets under this clause 4 and the Supplier indemnifies the Principal in respect of those amounts.

4.6 Licences to Principal

- (a) The Supplier grants to the Principal a world-wide, non-exclusive licence to access and use any Supplier Owned Assets (including all Intellectual Property Rights contained therein) for the purpose of exercising or enforcing its rights under this Agreement.
- (b) The Supplier grants to the Principal a perpetual, royalty free and fully assignable licence to use any software that has been installed in the Advertising Assets or is otherwise used in the operation of the Advertising Assets in respect of the Supplier Owned Assets which are purchased by the Principal pursuant to clause 4.2.
- (c) The Principal may sub-licence the rights granted to it under clauses 4.6(a) and 4.6(b) to the Principal's suppliers and sub-contractors (including for the purpose of providing services to the Principal).

5. Principal's Infrastructure

The parties acknowledge and agree that:

- (a) the Principal will at all times retain all title in, rights to, and absolute ownership of, the Principal's Infrastructure;
- (b) nothing in this Agreement transfers property in, title to, or ownership of, the land or infrastructure on which any Advertising Asset is located; and
- (c) the rights conferred by the Principal on the Supplier under this Agreement rest in contract only and nothing in this Agreement creates any tenancy between the Principal and the Supplier, nor does it confer upon the Supplier any right or interest in any of the Principal's Infrastructure or in land by way of occupation rights, easements, rights of way or otherwise.

6. Grant of Licence

- (a) Subject to any other provision of this Agreement, the Principal grants the Supplier a limited licence during the Term to:
- (i) build, develop and install or attach Advertising Assets on the Site in accordance with the terms of this Agreement;
 - (ii) manage and maintain the Advertising Assets; and
 - (iii) display Advertising Material or Advertisements on Advertising Assets, pursuant to Advertising Agreements entered into by the Supplier following the Commencement Date,
- as approved by the Principal in accordance with an Approved AADP and otherwise in accordance with the terms of this Agreement.
- (b) The scope of the licence provided by the Principal (including whether such licence is exclusive or non-exclusive) is as otherwise set out in Schedule 2 (Principal's Infrastructure).
- (c) The rights of the Supplier under this Agreement:
- (i) rest only in contract;
 - (ii) do not create, and must not be construed as creating, any form of lease, tenancy or other right or interest in or to any part of any Site, other than a contractual right; and
 - (iii) do not constitute a lease at law and the Supplier must not claim that this Agreement constitutes a lease at law.

Part C – Access, Installation, Maintenance and Removal

7. Acknowledgements

7.1 Railway Legislation

The Supplier acknowledges the Principal's statutory rights and obligations pursuant to the Railway Legislation, including to continue to safely and efficiently operate and maintain the Principal's Facilities and to operate a Railway within the Rail Corridor without interruption (now and into the future).

7.2 Electrolysis, noise and vibration

The Supplier acknowledges:

- (a) the existence of electrical currents, electromagnetic fields, noise and vibration within, and emanating from, the Rail Corridor; and
- (b) potential increases in the electrical currents, electromagnetic fields, noise and vibration within, and emanating from, the Rail Corridor due to changes in the Principal's Operations may occur,

and agrees that it must take all steps necessary to protect the Advertising Assets and its Personnel from the effects of such electrical currents, electromagnetic fields, noise and vibration.

7.3 No compensation

- (a) Where the Principal exercises any of its rights under this Agreement for the purposes of ensuring the health and safety of any person or the safety or operational integrity of the Network or any of its rights under clauses 8.6(e)(iii), 9.4(c), 10.5(b), 12.5(d), 16.2, 23.1, the Supplier:
 - (i) acknowledges and agrees that neither the Principal or the Principal's Personnel are liable to pay or compensate the Supplier for any Loss (however caused) sustained, incurred, or suffered by the Supplier; and
 - (ii) covenants not to make any Claim or commence or pursue any action or proceedings against the Principal or the Principal's Personnel in respect of any Loss (however caused) sustained, incurred, or suffered by the Supplier under or in connection with this Agreement.
- (b) Without limiting the Principal's rights under this clause 7.3, the Principal also holds the benefit of this clause 7.3 on trust for the Principal's Related Entities.

8. Site Access

8.1 General Access Process

- (a) Subject to the Supplier's compliance with this clause 8 and clause 9, the Safety Requirements, the Policies, Codes and Standards and any other applicable provisions of this Agreement, the Principal will in accordance with this clause 8 permit the Supplier and its Personnel to enter each Site and Included Infrastructure if access to such Included Infrastructure is necessary to access the Site as may be reasonably necessary for the performance of any of the Supplier's obligations under this Agreement.
- (b) The Supplier acknowledges that each Site and/or Included Infrastructure is used and occupied by:

- (i) prior to the relevant Services Commencement Date, one or more Sydney Metro Contractors; and
 - (ii) on and from the relevant Services Commencement Date, one or more Sydney Metro Contractors and the Operator.
- (c) All access to the Included Infrastructure or a Site for any purpose under this Agreement must only be undertaken as expressly set out in this Agreement or as otherwise approved in writing by the Principal.
- (d) Without limiting clause 8.1(b), where the Supplier requires access to a Site or to Included Infrastructure for the purpose of building, installing, attaching, upgrading, modifying or removing any Advertising Asset, the Supplier must notify the Principal in writing and provide:
- (i) sufficient details of the:
 - A. timing and duration;
 - B. number of Personnel requiring the access;
 - C. reason for, and nature of, the access sought; and
 - (ii) sufficient evidence of the satisfaction of, or means of satisfying if access is granted, all relevant Safety Requirements.
- (e) Within a reasonable period of time after the receipt by the Principal of any notification issued by the Supplier under clause 8.1(d), the Principal or the Principal's Representative will notify the Supplier in writing of one of the following:
- (i) that the Supplier is permitted to gain access to the relevant Site or Included Infrastructure as requested by the Supplier, together with any conditions (if applicable) upon which access to the Site or the Included Infrastructure is permitted (in which case, the Supplier must ensure that such conditions are complied with by it and its Personnel when accessing the Site or the Included Infrastructure);
 - (ii) an alternative time or duration of access, together with any conditions (if applicable) upon which such access to the Site and/or the Principal's Infrastructure is permitted (in which case, the Supplier must ensure that it and its Personnel only access the Site or the Included Infrastructure during those times or for such duration, and such conditions are complied with by the Supplier and its Personnel when accessing the Site or the Included Infrastructure); or
 - (iii) any reason(s) why access is not permitted to the relevant Site or Included Infrastructure (in which case clauses 10.5 and 10.6 will apply).

8.2 All rights subject to existing rights

Without limiting clause 6, the Supplier acknowledges that any rights granted by the Principal to the Supplier under this Agreement are granted subject to all then existing:

- (a) leases, licences, agreements and other arrangements between the Principal and third parties in relation to a Site and/or Included Infrastructure;
- (b) easements, covenants and other property dealings in relation to a Site and/or Included Infrastructure; and

- (c) arrangements between the Principal and any entity which has entered into a commercial arrangement with the Principal in relation to a Site and/or Included Infrastructure,

and the Principal gives no warranty, express or implied, in relation to whether the Supplier can utilise the rights granted to it under this Agreement.

8.3 Limitation on rights to access

- (a) Without limiting any other right of the Principal under this Agreement or at Law, the Supplier acknowledges and agrees:
- (i) that the Principal may not be able to grant access to a Site, the Included Infrastructure and/or the Advertising Assets or any part of them:
 - A. at certain times notified by the Principal to the Supplier from time to time; or
 - B. at all, in which case clauses 10.5 and 10.6 will apply;
 - (ii) that the Principal may only be able to grant access to a Site, Included Infrastructure and/or the Advertising Assets or any part of them subject to conditions in addition to the requirements of this Agreement;
 - (iii) that, other than the remedies set out in clause 10.6, the Supplier must not make, and is not entitled to, any Claim in connection with the Principal:
 - A. refusing to grant the Supplier access to a Site, the Included Infrastructure, and/or the Advertising Assets or any part of them; or
 - B. granting access to a Site, Included Infrastructure and/or the Advertising Assets or any part of them subject to any conditions in addition to the requirements of this Agreement; and
 - (iv) that nothing in this Agreement will constitute or imply a warranty or undertaking by or on behalf of the Principal as to the availability or provision of access to a Site, the Included Infrastructure and/or the Advertising Assets or any part of them, and the Principal's liability for any restriction or lack of access to a Site, the Included Infrastructure and/or the Advertising Assets or any part of them is excluded to the maximum extent permitted by Law.
- (b) Where the Supplier requires access to a Site or Included Infrastructure through land not owned by the Principal, the Supplier must (at its own cost and risk) arrange for the Supplier's access, including by entering into any negotiations and agreement with local property holders and relevant Government Agencies. Nothing in this Agreement will constitute or imply a warranty or undertaking by or on behalf of the Principal as to the local property holders and relevant Government Agencies granting the Supplier access to such land and the Principal's liability for any restriction or lack of access to such land is excluded to the maximum extent permitted by Law.

8.4 The Principal has unfettered access

The Supplier acknowledges and agrees that even when the Supplier has access to a Site and/or Included Infrastructure, the Supplier must not restrict the Principal from having full and unfettered access to all or some of the relevant Site and/or Included Infrastructure at any time.

8.5 Compliance with directions

- (a) The Supplier must comply with, and must ensure that any person authorised by it to undertake any work or activities on or within any Site or Included Infrastructure complies with, the terms of this Agreement and any direction lawfully given by the Principal or an authorised entity pursuant to the terms of this Agreement or any applicable Law.
- (b) Without limiting clause 8.5(a), if the Supplier fails to comply with this Agreement or any such direction, the Principal may have any required work or activities carried out by others at the Supplier's expense and any costs incurred by or on behalf of the Principal in relation to such work or activities will become a debt due and payable to the Principal by the Supplier.

8.6 Interface and cooperation

- (a) The Supplier:
 - (i) acknowledges that:
 - A. the Principal engages Sydney Metro Contractors carry out works at the Site and Included Infrastructure;
 - B. the Services may interface with one or more Sydney Metro Contractors' works;
 - C. one or more Sydney Metro Contractors may be executing works at the Site and/or Included Infrastructure at the same time as the Supplier or its Personnel are performing the Services; and
 - D. a Sydney Metro Contractor may require the Supplier to provide information to it to coordinate its works with the Services, and such information must be provided in a timely manner by the Supplier subject to the Sydney Metro Contractor providing such confidentiality undertakings as the Supplier may reasonably require;
 - (ii) must at all times:
 - A. permit Sydney Metro Contractors to carry out works at the Site and Included Infrastructure:
 - 1) at the same time as the Supplier is performing the Services; and
 - 2) at the time agreed with Sydney Metro Contractors, or failing agreement at times determined by the Principal's Representative,

and for this purpose ensure they have safe, clean and clear access to the Site and Included Infrastructure required by them for the purpose of carrying out their works, subject to them complying with the Supplier's reasonable site access and work health and safety procedures;
 - B. take all reasonably necessary precautions to ensure the Works are protected from accidental damage by Sydney Metro Contractors;

- C. not damage the works performed by Sydney Metro Contractors or their plant and equipment except to the minimum extent necessary to perform the Services;
 - D. fully co-operate with Sydney Metro Contractors, and do everything reasonably necessary to:
 - 1) facilitate Sydney Metro Contractors' works, including providing Sydney Metro Contractors with such assistance as may be directed by the Principal's Representative; and
 - 2) ensure the effective coordination of the Services with Sydney Metro Contractors' works;
 - E. carefully coordinate and interface the Services with Sydney Metro Contractors' works;
 - F. perform the Services so as to minimise any interference with or disruption or delay to Sydney Metro Contractors' works;
 - G. be responsible for coordinating the Services, including work sequencing, construction methods, safety and industrial relations matters with those affecting, and influenced by, Sydney Metro Contractors' works; and
 - H. attend coordination meetings chaired by the Principal's Representative with Sydney Metro Contractors and others at such times as may be reasonably required by the Principal's Representative, to review current and future issues; and
- (iii) must promptly advise the Principal's Representative if the Supplier becomes aware of any matter arising out of Sydney Metro Contractors' works that may have an adverse effect on the Services or the safety of customers or any other persons;
- (b) The Principal must ensure that Sydney Metro Contractors carry out their works to minimise any disruption, interference or adverse impact (including the Supplier incurring Loss) on or to, and without unreasonably disruption or interfering with, or adversely impacting on, the Services;
- (c) Notwithstanding anything else in this Agreement, the Supplier must perform all of its obligations, and exercise all of its rights, under this Agreement (and must ensure that its Personnel who perform any action in relation to this Agreement do so) in a manner which will:
- (i) not cause:
 - A. interference with, interruption of, or delay, obstruction or stoppage to, any Public Transport Services (including any railway traffic) or any passage of people;
 - B. a nuisance or disturbance; or
 - C. damage to any property of the Principal or a third party;
 - (ii) ensure the safety and health of the Principal's Personnel, any Sydney Metro Contractor and its Personnel and customers; and

- (iii) not cause the Principal, or any other Government Agency to be in breach of any Laws.
- (d) In the performance of the Services, the Supplier must keep all Sites and Included Infrastructure clean and tidy and must regularly remove rubbish and surplus material from such Sites and Included Infrastructure (to the extent that such items are brought by the Supplier or its Personnel onto the Included Infrastructure).
- (e) The Supplier acknowledges and agrees that:
 - (i) in accessing any Site or Included Infrastructure for any purpose in connection with this Agreement and except as otherwise set out in clause 9, the Supplier is not assuming management or control of that Site or Included Infrastructure;
 - (ii) the Principal or Principal's Representative may remove, or may direct the Supplier to remove from any Site or Included Infrastructure, any person engaged in connection with any Works who, in the opinion of the Principal or Principal's Representative exercising absolute discretion, is guilty of misconduct, is incompetent, is negligent, has contravened the Policies, Codes and Standards or any Safety Requirement, or has interfered with the orderly progress of the Works. The Supplier must immediately comply with any such direction received from the Principal or Principal's Representative;
 - (iii) it must not allow any person who has been removed from any Site or Included Infrastructure under clause 8.6(e)(ii) into, or to remain on, a Site or Included Infrastructure without the prior written consent of the Principal's Representative;
 - (iv) it shall not be entitled to:
 - A. any adjustment to the Minimum Guaranteed Fee;
 - B. any relief from compliance with the KPIs; or
 - C. make any other Claim,
 by reason of any delay, disruption or interference caused by the Principal or the Principal's Personnel, any Sydney Metro Contractor or its Personnel, the Operator or its Personnel or customers using any Site or Included Infrastructure; and
 - (v) the Sites and Included Infrastructure are operational and that the continuance of normal operations at each Site is of paramount importance.
- (f) Notwithstanding any other provision of this Agreement, the Supplier must:
 - (i) ensure that all existing Utilities to and from the Sites and Included Infrastructure are not interrupted by reason of the execution of the Supplier's obligations under this Agreement, except with the Principal's prior written consent; and
 - (ii) immediately inform the Principal's Representative if the performance of the Supplier's obligations under this Agreement interferes with or interrupts (or is likely to interfere with or interrupt) any existing Utility.

- (g) The Supplier must, at its own cost and expense, coordinate the performance of the Supplier's obligations under this Agreement with any other work or business being carried out on or near each Site and Included Infrastructure so as to:
 - (i) allow any such work or business to progress in an efficient, productive and orderly manner concurrently with the performance of the Supplier's obligations under this Agreement; and
 - (ii) ensure that there is no material interference to the enjoyment or use of transport services by passengers.
- (h) The Supplier must take all reasonable precautions to avoid nuisance and trespass to adjacent and adjoining areas and properties and the owners or occupiers of those properties by any cause arising out of or in the course of the performance of the Supplier's obligations under this Agreement.

8.7 Site condition

- (a) The Supplier represents and warrants to the Principal that prior to the installation of any Advertising Asset, it has inspected all of the Sites and the Included Infrastructure for the Advertising Assets and acknowledges and agrees that:
 - (i) each is fit for purpose for the relevant Advertising Asset;
 - (ii) each is fit for the purposes set out in this Agreement;
 - (iii) under no circumstances will the Supplier make a Claim against the Principal by reason of the purported inadequacy of, or any other matter relating to, any Site, Included Infrastructure or Advertising Assets or access to any of them;
 - (iv) it is not entitled to rely on any information provided by or on behalf of the Principal in respect of any Site, Included Infrastructure, Advertising Assets, Advertising Material or Advertising Agreements and to the maximum extent permitted by Law, the Principal has no liability for any Loss that the Supplier suffers or incurs because of the use of any such information or any failure to make available information in respect of any Site, Included Infrastructure, Advertising Assets, Advertising Material or Advertising Agreements;
 - (v) it accepts the entire responsibility for the conditions of any Site and Included Infrastructure, to the extent relevant to the Advertising Assets and the Supplier's exercise of its rights and performance of its obligations under this Agreement; and
 - (vi) nothing in this Agreement will constitute or imply a warranty or undertaking by or on behalf of the Principal as to the fitness or suitability of any Site, Included Infrastructure, or Advertising Assets or any part thereof, or for the performance of any of the obligations of the Supplier or any other purpose.
- (b) Where the Supplier determines that any part of the Included Infrastructure or a Site made available to the Supplier under this Agreement is deficient or unsuitable in any way for the purposes of the Supplier exercising its rights or performing its obligations under this Agreement, the Supplier must (at its own cost and subject to the terms of this Agreement) take such steps as are approved by the Principal in writing to ensure that the relevant part of the Included Infrastructure or Site is made suitable for the purposes of the Supplier.

8.8 Removal of property

The Supplier must not remove any of the Principal's property from any Site, Included Infrastructure or premises otherwise used by the Principal without the prior written consent of the Principal or as expressly permitted under this Agreement.

8.9 Risk and release

- (a) To the maximum extent permitted by Law, the Supplier acknowledges and agrees that the Supplier and each of its Personnel enters each Site and/or Included Infrastructure at the Supplier's own cost and risk.
- (b) To the maximum extent permitted by Law, the Supplier unconditionally and irrevocably releases the Principal and Principal's Personnel from any and all Claims against, and any or all Losses incurred by, the Supplier or its Personnel, arising out of or in connection with:
 - (i) any Services conducted by the Supplier or its Personnel on any Site or Included Infrastructure, including in the Rail Corridor; and
 - (ii) any electrolysis, electrical current, electromagnetic field, noise or vibration within, or emanating from, any Site or Included Infrastructure.

9. Safety Obligations

9.1 Acknowledgements and allocation of responsibility

The parties acknowledge and agree that:

- (a) the Principal, Sydney Metro Contractors, the Operator, and the Supplier have obligations to ensure health and safety to the extent reasonably practical under the Statutory Requirements and the Health and Safety Standard;
- (b) health and safety risk management is paramount in the performance of their respective obligations under this Agreement;
- (c) the Principal:
 - (i) exercises paramount control over the Network in accordance with its accreditation under the Rail Safety Act;
 - (ii) requires access to land and rail infrastructure forming part of the Network at all times; and
 - (iii) has responsibility for and ultimate control of Network Activities;
- (d) for each Site and/or Included Infrastructure, the relevant Sydney Metro Contractor or the Operator (as the case may be):
 - (i) is appointed by the Principal as the 'principal contractor' under the Work Health and Safety Act in respect of all construction works at the relevant Site and/or Included Infrastructure; and
 - (ii) has management and control of the relevant Site and/or Included Infrastructure at which the Works are to be carried out and to discharge the duties of a 'principal contractor' under the Work Health and Safety Act,

and the Supplier must:

- (iii) prior to access, and as a condition precedent to being granted access to, the relevant Site and/or Included Infrastructure, provide the relevant Sydney Metro Contractor or the Operator (as the case may be) as advised by the Principal with an executed deed poll in favour of that Sydney Metro Contractor or the Operator in the form set out in Schedule 14 (Form of Access and Interface Deed Poll); and
- (iv) give the relevant Sydney Metro Contractor or the Operator (as the case may be) prior notice of the Supplier or its Personnel undertaking the Works before the Works commence;
- (e) to the extent not prohibited by law, the Supplier must indemnify the Principal from and against any Claim against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with the failure of any Sydney Metro Contractor or the Operator to exercise or fulfil the functions and responsibilities of the 'principal contractor' under the Work Health and Safety Act;
- (f) for any Works authorised by this Agreement, the Principal reserves the right to appoint the Supplier or one of its Contractors as 'principal contractor' under the Work Health and Safety Act in circumstances when it is possible to do so;
- (g) where the Supplier or its Contractors have been appointed by the Principal in writing as principal contractor under clause 9.1(e), the Supplier:
 - (i) has the necessary authority from the Principal to manage the safety risks associated with the relevant Construction Works;
 - (ii) exercises control over the relevant Construction Works in accordance with the Statutory Requirements imposed on a principal contractor; and
 - (iii) has primary responsibility to coordinate the activities of all parties performing Construction Work to ensure that the health and safety aspects of the Construction Works are effectively coordinated with the Principal's Network Activities;
- (h) the Supplier will have responsibility for and ultimate control of the Works as required by this Agreement, the Statutory Requirements and the Safety Management Plan; and
- (i) both parties have responsibility for coordination of Network Activities and Construction Work where they overlap.

9.2 Statutory Requirements

- (a) The Supplier must, and must ensure that its Personnel, comply with the Statutory Requirements, including the Safety Management System.
- (b) Before performing any Works requiring access to the Network, the Supplier must provide written notice to the Principal:
 - (i) setting out details of the proposed Works and potential safety issues associated with those Works; and
 - (ii) identifying any Contractors it proposes to use to undertake or assist in performing the Works, together with their qualifications and confirmation that they have the necessary experience and expertise to perform the relevant Works,

and verify that all of its Personnel who will be performing the Works are appropriately qualified.

9.3 Safety Management Plan

- (a) The Supplier must deliver to the Principal's Representative within seven (7) days after the Commencement Date a draft Safety Management Plan in accordance with this clause 9.3 for the Principal's review and comment.
- (b) The Safety Management Plan must be finalised by the Supplier and be in a form acceptable to the Principal (taking account of any comments provided by the Principal in relation to any draft Safety Management Plan submitted to the Principal's Representative) within thirty (30) days after the Commencement Date.
- (c) Without limiting any other obligation of the Supplier under this Agreement, the Supplier must comply (and must ensure that its Personnel comply) with the finalised Safety Management Plan under clause 9.3(b) (or any updated finalised Safety Management Plan under clause 9.3(d)) throughout the Term and, where applicable, the Disengagement Period.
- (d) If:
 - (i) there is a new Approved AADP or any variation of this Agreement or an Approved AADP that affects the Safety Management Plan;
 - (ii) requested by the Principal; or
 - (iii) there are changes to the Statutory Requirements or Safety Management System,

then the Supplier must, within twenty one (21) days after such event occurs, deliver to the Principal's Representative an updated Safety Management Plan for the Principal's review and comment. The updated Safety Management Plan must be finalised by the Supplier and be in a form acceptable to the Principal (taking into account any comments provided by the Principal in relation to any draft Safety Management Plan submitted to the Principal's Representative) within twenty one (21) days after the event (or such later date as agreed to by the Principal in writing). Without limiting the foregoing, the Supplier must deliver to the Principal's Representative a copy of the then-current Safety Management Plan within twenty one (21) days of each anniversary of the Commencement Date.

- (e) The Safety Management Plan must include the following:
 - (i) details as to how the Supplier will comply with the Health and Safety Standard and the Principal's rail safety rules and procedures;
 - (ii) an outline of safe work practices in use;
 - (iii) details of the Safety Management System, including but not limited to considerations relevant to requirements under the Work Health and Safety Act and Rail Safety Act;
 - (iv) details of the environmental management systems in place meeting the requirements of ISO 14001: 1996;
 - (v) copies of the policies and procedures that include management of training of Personnel;
 - (vi) procedures for conducting and recording inspections, tests and servicing;
 - (vii) procedures for consulting with workers and other duty holders (including work, health and safety consultation arrangements);

- (viii) processes and arrangements for the supervision of workers, including procedures for managing the safety of isolated workers;
 - (ix) requirements relating to safety gear;
 - (x) requirements relating to safe use of tools;
 - (xi) management of Contractors and their adherence to the Safety Management Plan;
 - (xii) details of the type, frequency and management of Personnel training;
 - (xiii) procedures for site induction and details of incident reporting processes (including first aid and emergency procedures);
 - (xiv) procedures for identifying hazards which may be encountered, assessing relevant risks and developing and implementing appropriate Risk Control Measures;
 - (xv) procedures for developing and implementing Safe Work Method Statements for high risk work activities;
 - (xvi) procedures for monitoring and reviewing the Safety Management Plan;
 - (xvii) a list of all rail safety works roles;
 - (xviii) a process for managing drugs and alcohol requirements;
 - (xix) a process for managing fatigue requirements;
 - (xx) a process for managing worker competency; and
 - (xxi) details of on-site inspections and audits and management of non-compliances.
- (f) Notwithstanding that compliance with the Safety Management Plan is required under this clause 9.3, such compliance by the Supplier will not relieve it of any obligation under this Agreement or constitute a defence to any Claim brought against it.

9.4 Notification Requirements

- (a) The Supplier must provide the Principal with:
 - (i) all relevant notices from and correspondence with the relevant WHS authorities, as soon as practicable following delivery of such notice or correspondence;
 - (ii) all relevant notices from and correspondence with any person with a right of entry to the Site under the Statutory Requirements in relation to WHS or under the Rail Safety Act, on request by the Principal; and
 - (iii) any notice issued by a health and safety representative under the Statutory Requirements in connection with this Agreement, as soon as practicable following delivery of such notice or correspondence.
- (b) The Supplier must immediately notify the Principal of any safety incident in relation to this Agreement, which requires:

- (i) reporting to WorkCover, Office of the National Rail Safety Regulator or another Government Agency in accordance with the Statutory Requirements (including any 'notifiable incident' as defined in the relevant Statutory Requirements); or
 - (ii) reporting in accordance with the requirements of the Safety Management Plan.
- (c) If the Principal's Representative considers that any aspect of the Works:
 - (i) gives rise to a significant risk to the safe operation of the Network,
 - (ii) causes damage to or interference with the Network; or
 - (iii) creates a need for Emergency or Unplanned Operations,
 he or she can:
 - (iv) direct that the Works cease until the risk is removed;
 - (v) give directions to the Supplier in relation to the removal of the risk; and/or
 - (vi) take control of the Works with a view to removing the risk.
- (d) If Emergency or Unplanned Operations unrelated to the Works require the Principal's access to areas where the Works are being performed, the Principal's Representative:
 - (i) will determine whether some or all of the Works should cease if the Supplier has not already done so; and
 - (ii) may seek the assistance of the Supplier to assist with securing the Works so that the Emergency or Unplanned Operations can proceed safely and efficiently.
- (e) The Supplier must, at its sole cost and expense, immediately comply with any:
 - (i) direction given by the Principal's Representative under clauses 9.4(c)(iv) or 9.4(c)(v); and
 - (ii) any determination by the Principal's Representative under clause 9.4(d).
- (f) The Supplier acknowledges and agrees that the Principal is not liable for any Loss incurred by the Supplier or a third party arising out of or in connection with the Supplier's compliance with clause 9.4(e).
- (g) The Supplier must provide the Principal with any information it requires to:
 - (i) monitor the Supplier's safety performance;
 - (ii) manage and report safety incidents; and
 - (iii) otherwise fulfil the Principal's statutory obligations; and
 the Supplier must ensure that all such information it provides is complete, timely and accurate.

9.5 Safety audits

The Principal may at any time request that an auditor appointed by the Principal carry out an audit of the Supplier's compliance with the Safety Requirements and the parties agree that:

- (a) the Supplier must provide all documents, access and assistance necessary for the completion of any such audit or as otherwise requested by the auditor;
- (b) if any non-compliance is detected, the Supplier will immediately take steps to rectify the non-compliance and promptly report to the Supplier when such non-compliance has been rectified; and
- (c) the costs of conducting any such audit will be borne by:
 - (i) the Supplier where a non-compliance is detected (and such costs will be a debt due and payable to the Principal by the Supplier); or
 - (ii) the Principal in all other circumstances.

9.6 Access outside Rail Corridor

Where the Supplier and/or a Contractor requires access to any TAHE owned or controlled property outside the Rail Corridor in order to carry out its obligations under this Agreement, the Supplier and/or Contractor must comply with all relevant safety obligations included in this Agreement.

9.7 Work Site Protection Plan

- (a) Where a Site is located within the Rail Corridor, the Supplier must engage a Protection Officer (at the Supplier's sole cost) from the Principal's Protection Officer Panel for the purpose of preparing a Work Site Protection Plan in relation to the relevant Site.
- (b) The Supplier must prepare and finalise a Work Site Protection Plan for the relevant Site in a form acceptable to the Protection Officer.
- (c) Without limiting any other obligation of the Supplier under this Agreement, the Supplier must comply with the final Work Site Protection Plans throughout the Term and, where applicable, the Disengagement Period.
- (d) If the Protection Officer appointed in respect of a Site determines that the Work Site Protection Plan in place for that Site requires amendment or updating, the Supplier must ensure that the relevant Work Site Protection Plan is updated in accordance with this Agreement and the updated plan will replace the previous version.
- (e) Within 5 Business Days of any update to a Work Site Protection Plan, the Supplier must provide the Principal with a copy of the updated Work Site Protection Plan specifying what changes have been made to the previous version.
- (f) Each Work Site Protection Plan must be prepared using the template provided by the Protection Officer that is approved by the Principal's Representative in writing or such other template notified by the Principal to the Supplier in writing from time to time.
- (g) Notwithstanding that compliance with each Work Site Protection Plan is required under this clause 9.7, such compliance by the Supplier will not relieve it of any obligation under this Agreement or constitute a defence to any Claim brought against it.

9.8 RIW

Where a Site is located within the Rail Corridor, the Supplier must ensure that all of the Supplier's Personnel who undertake any work at that Site possess a valid Rail Industry Worker Card issued by the Principal or its nominee.

10. Advertising Assets

10.1 The AADP process

- (a) Before:
 - (i) building and installing an Advertising Asset;
 - (ii) building and installing a new Configuration of Advertising Assets on or at a Site;
 - (iii) expending any Capital Expenditure; or
 - (iv) relocating or removing an Advertising Asset,

under this Agreement, the Supplier must prepare and submit for the Principal's approval, an AADP.
- (b) All AADPs that the Supplier proposes to submit under this Agreement must be prepared and submitted to the Principal before the Initial Expiry Date (the **AADP Cut-Off Date**). Notwithstanding any other provision of this Agreement, the Supplier must not submit an AADP after the AADP Cut-Off Date.
- (c) Before submitting any new or amended AADP for the Principal's approval, the Supplier must:
 - (i) obtain expert advice on compliance with any related Consents which it requires to proceed with the AADP (including the AADP Works); and
 - (ii) ensure that there is nothing that would prevent the Supplier from commencing the building, installation, modification, upgrade, relocation and/or removal (as applicable) of the relevant Advertising Assets in accordance with the proposed AADP.
- (d) The Supplier must set out in every AADP:
 - Site**
 - (i) details of the relevant site or Site (as applicable);
 - (ii) a detailed site or Site (as applicable) plan that sets out the location of the Advertising Asset(s) together with the nature of the proposal and photo montage (or equivalent) of the proposed Advertising Asset(s); and
 - Advertising Assets**
 - (iii) the proposed inventory of Advertising Assets on the Site, including quantities broken down by Configuration;
 - (iv) design and engineering detail that has been certified by the Independent Certifier (evidenced by suitable written evidence from the Independent Certifier) as being compliant with the Principal's specific engineering

standards specified at <https://www.transport.nsw.gov.au/industry/asset-management-branch> and all other relevant Compliance Standards;

- (v) the GPS co-ordinates, the direction that the Display Face will face, and the number of Display Faces the Advertising Asset either has or will have, for each Advertising Asset the subject of the AADP;
- (vi) the Published Rate Card for the Advertising Asset the subject of the AADP;
- (vii) the Asset Minimum Guaranteed Fee for the Advertising Asset;
- (viii) the proposed AMGF Commencement Date for the Advertising Asset;

Business Case

- (ix) details of the Supplier's development strategy and rationale, including the Supplier's rationale for choosing that site and Configuration and intended Capital Expenditure in respect of the relevant Advertising Asset(s) the subject of the AADP;
- (x) details of any impact on the utilisation of any other Advertising Assets;
- (xi) changes to Schedule 3 (Price and Payment) across the remaining Term of the Agreement (including by providing a proposed updated version of Table A in Schedule 3 (Price and Payment) to reflect such changes), detailing at a minimum;
 - A. ASP for each Advertising Asset within each AADP;
 - B. any uplift to the PS; and
 - C. any uplift to the Asset Minimum Guaranteed Fee;
- (xii) where a new Configuration is introduced, the new ASP, PS, MGF and Asset Minimum Guaranteed Fee;
- (xiii) for any AADP that includes existing Advertising Asset to be removed or reconfigured, detail all adjustments to ASP, PSF, MGF and Asset Minimum Guaranteed Fee;

Consents

- (xiv) details of all relevant development and construction Consents obtained or to be obtained (including expert advice where appropriate) in relation to the AADP Works the subject of the AADP;
- (xv) details of any proposed pre-DA meeting with the Principal (or, if this meeting has already occurred, the outcomes of such pre-DA meeting) in relation to the AADP Works the subject of the AADP;
- (xvi) details of any material risks associated with obtaining the Consents referred to in clause 10.1(d)(xiv) above (including having particular regard to State Environmental Planning Policy (Industry and Employment) 2021);
- (xvii) if any Consents that are outstanding when the AADP is submitted to the Principal, the Supplier is to confirm the anticipated timeframe that such outstanding Consents will be obtained;

Rollout Plan

- (xviii) a program for all relevant works (supported by a Gantt chart) with further details including at a minimum:
 - A. the removal, build and/or installation work method;
 - B. the method of attachment and design treatment to best integrate with the Principal's Infrastructure;
 - C. any associated works;
 - D. the anticipated date of receipt of the Completion Certificate as per clause 10.7; and
 - E. the proposed AADP Commencement Date of the relevant works and the date of completion (including the time taken to obtain any applicable Consents) of all relevant works to finish installation of the Advertising Asset;
- (xix) details of all relevant safety and environmental considerations and maintenance requirements;

Anticipated Issues

- (xx) details of any other anticipated issues relevant to:
 - A. the Principal's Infrastructure and operations;
 - B. the Supplier's third party contractual obligations and lead times;
 - C. the existing portfolio of Advertising Assets; and
 - D. the mitigation strategies for each of the items listed above; and

Other information

- (xxi) any other information required by the Principal in order to consider the AADP, as notified by the Principal to the Supplier.
- (e) On receiving an AADP, the Principal may (in its absolute discretion) by written notice to the Supplier:
 - (i) request the Supplier to amend and/or continue to develop the AADP;
 - (ii) request the Supplier to provide such evidence as the Principal may require demonstrating that the necessary Consents have been obtained;
 - (iii) reject the AADP; or
 - (iv) approve the AADP (**Final Approval**).
- (f) The parties acknowledge and agree that the Initial AADPs set out in Schedule 19 (Initial AADPs) are still subject to Final Approval by the Principal.
- (g) The Supplier acknowledges that the Principal's Final Approval of an AADP at any time, does not release the Supplier from its obligations to obtain or maintain any necessary Consents in accordance with this clause 10.

- (h) The Supplier acknowledges and agrees that no AADP can include a reduction to the percentages in Schedule 3 (Price and Payments) relating to either PS or MGF or Asset Minimum Guaranteed Fee (as applicable).
- (i) The Supplier must build, install, modify, upgrade, relocate and remove all Advertising Assets in accordance with the Policies, Codes and Standards, the Compliance Standards, the relevant Approved AADP and this Agreement from the relevant AADP Commencement Date.
- (j) Where a Completion Certificate is issued in relation to an Advertising Asset, the Supplier must immediately add such Advertising Asset to the Advertising Asset Register.
- (k) The Supplier must not add any Advertising Asset to the Advertising Asset Register unless and until a Completion Certificate is issued in relation to that Advertising Asset in accordance with this Agreement.
- (l) Without limiting its other obligations under this Agreement, the Supplier acknowledges and agrees that to the extent that any Consents referred to in clause 10.1(d)(xiv) cannot be obtained for the Initial AADP, the Supplier will identify a replacement site and submit an AADP for the Principal's consideration. This AADP for the replacement site will be submitted by the Supplier to the Principal within 30 days of the Site for the Initial AADP being declined. Prior to any Initial AADP being formally declined, the Supplier must demonstrate to the Principal that all avenues have been exhausted to obtain those Consents in question.

10.1A Options

- (a) The Supplier acknowledges and agrees that the Initial AADPs (Optional) comprise initial AADPs:
 - (i) that were proposed either:
 - A. by the Supplier; or
 - B. by the Principal and agreed by the Supplier,
 prior to the Commencement Date; and
 - (ii) in respect of Advertising Assets that the Supplier proposes to install at locations which, at the Commencement Date, were not Sites for the Services (but are other sites) (**Site (Optional)**).
- (b) The Principal may at any time within 12 months (or other longer period as agreed by the parties) after the relevant Services Commencement Date, by written notice to the Supplier, advise the Supplier that a Site (Optional) will be made available to the Supplier for the Services. Subject to receipt of such notice, the Supplier may commence the AADP process for the relevant Initial AADP (Optional) in accordance with clause 10.1.
- (c) The Supplier acknowledges and agrees that, before giving a written notice under clause 10.1A(b), the Principal may from time to time request, and the Supplier must promptly provide, reasonable information in relation to the details of a Site (Optional) to enable the Principal to determine the suitability of that Site (Optional) for it to become a Site for the Services.
- (d) For the avoidance of doubt:

- (i) the Principal is not under any obligation whatsoever to make a Site (Optional) available to the Supplier for the Services (and consequently provide a written notice under clause 10.1A(b)); and
 - (ii) the Supplier is not entitled to make, nor will the Principal be liable upon, any Claim in respect of the Principal not making a Site (Optional) available to the Supplier for the Services or providing a written notice under clause 10.1A(b),
- in respect of any Initial AADP (Optional).
- (e) The parties acknowledge and agree that after the Principal has given a written notice under clause 10.1A(b), the Initial AADPs (Optional) are still subject to Final Approval by the Principal in accordance with clause 10.1.
 - (f) If the Principal has:
 - (i) given a written notice under clause 10.1A(b); and
 - (ii) has given Final Approval in respect of the relevant Initial AADP (Optional),
 then:
 - (iii) the Initial AADP (Optional) will be an Approved AADP, and
 - (iv) the relevant Site (Optional) will be deemed to be a Site,
 and the Supplier must perform the Services in respect of such Approved AADP in accordance with this Agreement.

10.2 Permitted Configurations

- (a) Advertising Assets installed pursuant to this Agreement must comply with the Configuration for the applicable Advertising Asset.
- (b) The permitted Configuration (if any) in relation to any new Configurations will be determined by the Principal in its sole discretion.
- (c) Any new proposed Configurations must be approved by the Principal (at its absolute discretion) by the approval process set out in clause 10.1.
- (d) Without limiting clause 10.2(c), where the Supplier wishes to install additional Advertisements as part of any Configuration, it must seek the prior written approval from the Principal and such Advertisements must be fit for the purpose for which they are used.
- (e) The Supplier is only permitted to use the Configurations of Advertising Assets specified in the then-current and accurate Advertising Asset Register (as may be updated from time to time in accordance with any Approved AADP).

10.3 Installation of Advertising Assets

- (a) Within 20 Business Days prior to the installation of each Advertising Asset, the Supplier must, at its own cost, prepare and submit to the Principal an installation condition report prepared by a suitably qualified consultant engaged by the Supplier in respect of the condition of the relevant Site (including Advertising Asset fixing points and works areas) and any Utility connections within the relevant Site at which

the Supplier proposes to install an Advertising Asset (**Installation Condition Report**).

- (b) Without limiting clause 10.1(a), the Supplier must not build and install any Advertising Asset unless it has submitted a Installation Condition Report for that Advertising Asset.
- (c) The Supplier must ensure that all Advertising Assets built and installed under this Agreement are:
 - (i) suitable for their intended purpose (including the purpose of displaying Advertising Material as contemplated by this Agreement); and
 - (ii) manufactured and constructed in such a manner as to ensure that they will be suitable for their intended purpose for the Term.
- (d) The Supplier must build and install the Advertising Assets:
 - (i) in such Configurations as are permitted or approved by the Principal in accordance with clause 10.2;
 - (ii) expeditiously within the Construction Period detailed in the relevant Approved AADP;
 - (iii) in accordance with the relevant Work Method Statement in a proper and workmanlike manner using new materials;
 - (iv) at the Supplier's own cost and risk; and
 - (v) so as to ensure that the requirements in relation to Advertising Assets as set out in this Agreement are met at all times during the Term.
- (e) The Supplier must at all times ensure that the Advertising Assets are installed in accordance with all applicable Compliance Standards.
- (f) In the event that asbestos or other contamination is found by the Supplier or a Contractor at a Site, the Supplier must comply with, and must procure that any Contractors comply with, the relevant Policies, Codes and Standards and all applicable Laws.
- (g) Without limiting any other obligation of the Supplier under this Agreement, the Supplier must notify the Principal within twenty-four (24) hours of its completion of the installation of an Advertising Asset, which notice must include (at a minimum):
 - (i) the details of the Approved AADP relevant to that Advertising Asset; and
 - (ii) the new Advertising Asset number for that Advertising Asset.

10.4 Maintenance of Advertising Assets

- (a) The Supplier must at its own cost and expense:
 - (i) maintain the Advertising Assets in accordance with all applicable Compliance Standards and at their Normal Operating Condition; and
 - (ii) repair and replace the Advertising Assets, including repair of defects and maintenance work identified in certificates provided by the Independent Certifier and inspections undertaken in accordance with clause 28(a)(v),

in accordance with the relevant Approved AADP, the Work Method Statement and the obligations set out in the Maintenance Plan and must ensure that the Advertising Assets at all times:

- (iii) do not cause or contribute to any loss or damage to:
 - A. the Principal's Infrastructure;
 - B. any Sydney Metro Contractor's works; or
 - C. surrounding land or infrastructure;
 - (iv) do not cause or contribute to any delay or disruption to the operation of the Sydney Metro or the Operator's activities;
 - (v) do not cause or contribute to any Personal Injury to the Principal's Personnel, any Sydney Metro Contractor or its Personnel and customers;
 - (vi) are not subject to material defect or damage including to their structural integrity;
 - (vii) remain clean, in good condition and fit for their purpose; and
 - (viii) comply with the Compliance Standards.
- (b) Without limiting clause 10.4(a), the Supplier is responsible for all Maintenance Expenditure.
- (c) If the Supplier becomes aware (including, for clarity, where notified by the Principal) that an Advertising Asset or Advertising Material, or part of any Advertising Asset or Advertising Material (if applicable, having regard to the relevant standard set out in clause 28(a)(v)):
- (i) does not comply with the relevant Approved AADP or where the Independent Certifier has certified that the relevant Advertising Asset needs to be repaired, modified or replaced;
 - (ii) has been damaged by any person (including a member of the public), whether by vandalism, graffiti, accident or in any other way;
 - (iii) might affect the safety of any person; and/or
 - (iv) in the Principal's reasonable view, is no longer in a Normal Operating Condition,
- the Supplier must immediately notify the Principal in writing and the Principal may direct the Supplier to (and the Supplier must at its sole cost and expense) immediately, repair, modify or replace the relevant Advertising Asset or part thereof and, where applicable, make the relevant Site safe. Should the Supplier fail to do so within the timeframe specified by the Principal in such direction, the Principal may do so at the Supplier's sole cost and expense and any costs incurred by the Principal pursuant to this clause 10.4(c) will become a debt due and payable to the Principal by the Supplier.
- (d) The Supplier must ensure that immediately prior to and at the time of any transfer of the Advertising Assets in accordance with clause 4.2, the Advertising Assets are at their Normal Operating Condition and otherwise comply with the requirements set out in this Agreement (including under clause 10.4(a)).

10.5 Removal, non-utilisation or failure to grant access to Advertising Assets

- (a) The Supplier shall only remove an Advertising Asset from the Principal's Infrastructure either:
 - (i) as expressly required by this Agreement; or
 - (ii) in accordance with an Approved AADP.
- (b) The Principal may:
 - (i) require the Supplier to cease building, constructing or installing an Advertising Asset on any Site (whether the Supplier has commenced such action or not);
 - (ii) require the Supplier to remove an Advertising Asset;
 - (iii) require the Supplier to relocate an Advertising Asset and if the Principal doesn't nominate a new site, the Supplier is to nominate a replacement site within 30 days of that Principal's request (in which case, the Supplier must submit an AADP in relation to the replacement site in accordance with clause 10.1(a) within 14 days of an agreed location being found);
 - (iv) require the Supplier to provide the Principal (or such third party as is nominated by the Principal) with such access to an Advertising Asset as is required by the Principal, including in circumstances where such access is required in order for the Principal to comply with applicable Laws (for example, the *Disability Discrimination Act 1992* (Cth));
 - (v) require the Supplier to not utilise an Advertising Asset; or
 - (vi) refuse the provision of access to an Advertising Asset,

in each case either for a prescribed period or permanently by providing notice to the Supplier in writing. The Supplier must, at its sole cost and expense, comply with any notice provided under this clause 10.5(b).
- (c) In the case of a notice given pursuant to this clause, such notice in writing may be provided with immediate effect.
- (d) Notice to be provided under this clause must, to the extent reasonably practicable:
 - (i) clearly identify the Advertising Assets to be accessed, removed, relocated, not utilised or to which access will be refused;
 - (ii) if the Advertising Assets are to be removed or relocated, state a time for removal or relocation (as applicable);
 - (iii) if the Advertising Assets are not to be utilised, state the period for which they cannot be utilised; and
 - (iv) if access to the Advertising Assets is to be refused, state the period for which the access will be refused.
- (e) Where an Advertising Asset is removed or relocated in accordance with this Agreement or is subject to permanent or temporary restrictions on use, the Supplier must immediately note in the Advertising Asset Register such Advertising Asset as having been removed, relocated or subject to such restrictions. For clarity, the Advertising Asset Register must include a list of all current and all removed, not utilised and restricted Advertising Assets.

- (f) The Supplier acknowledges and agrees that:
- (i) the Principal is not under any obligation to provide an alternative location for an Advertising Asset removed or otherwise dealt with under clause 10.5(b); and
 - (ii) the Principal is not liable for any Loss incurred by the Supplier or a third party in connection with the access by or on behalf of the Principal, removal, relocation, restriction or non-utilisation of any of the Advertising Assets in accordance with clause 10.5(b).

(g) Where:

- (i) an Advertising Asset is removed or relocated in accordance with this Agreement or is subject to permanent or temporary restrictions on use; or
- (ii) an AADP is not approved by the Principal,
- (iii) the AADP Works in respect of an Approved AADP have not commenced by the relevant scheduled date set out in the Approved AADP for commencement of any such AADP Works,

the Principal may direct the Supplier to prepare and submit an AADP for an alternative Advertising Asset the same as or similar to the relevant Advertising Asset the subject of clause 10.5(g)(i), 10.5(g)(ii) or 10.5(g)(iii). The Principal may nominate its preferred alternative Site(s) in such direction. In the circumstances contemplated by clause 10.5(g)(iii), the Principal may also terminate the relevant Approved AADP with immediate effect by written notice to the Supplier.

- (h) On receipt of a direction from the Principal under clause 10.5(g), the Supplier must, as soon as practicable and in any event within thirty (30) days of the date of such notice, submit to the Principal an AADP that complies in all respects with the terms of this Agreement. Where the Principal nominates its preferred Site(s) in the relevant direction, the AADP prepared by the Supplier under this clause 10.5(f) must be for an Advertising Asset at such Site(s). The Supplier may also suggest alternative Site(s). If such AADP is approved by the Principal, the Supplier must implement the relevant Approved AADP in accordance with the terms of this Agreement.

10.6 Reduction of Minimum Guaranteed Fee and costs of removal

- (a) The Supplier will only be entitled a reduction in the MGF as set out in Part 3 of Schedule 3 (Price and Payment).
- (b) Except as set out in clause 10.6(a) and Schedule 3 (Price and Payment), the Supplier will not be entitled to make any Claim against the Principal in relation to any exercise by the Principal of its rights under clause 10.5(b).
- (c) The Supplier has no entitlement to and will not charge or seek payment from the Principal for any costs, expenses or overheads incurred as a result of restricting access to or utilisation of, or removing or relocating, any Advertising Assets under clause 10.5(b).

10.7 Certification of AADP Works

- (a) In relation to an Advertising Asset, the Supplier will obtain a Completion Certificate within seven (7) days of the completion date of the AADP Works set out in the applicable Approved AADP.

- (b) Completion of AADP Works described in an Approved AADP is achieved when:
- (i) the AADP Works have been carried out and completed in accordance with:
 - A. that Approved AADP; and
 - B. this Agreement;
 - (ii) the Advertising Asset that is the subject of the AADP Works is suitable for use in accordance with this Agreement;
 - (iii) the Supplier has:
 - A. obtained all Consents required under this Agreement with respect to the AADP Works and that Approved AADP and provided copies to the Principal;
 - B. handed over all materials specified in the Approved AADP to the Principal's Representative, including operation and maintenance manuals;
 - C. where the AADP Works require development approval, obtained a compliance certificate issued under Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW) which states that the Supplier has complied with each condition of the development consent and construction certificate for which the Supplier is responsible under this Agreement;
 - D. provided to the Principal full details (including evidence) of the costs of the AADP Works with respect to the Advertising Asset; and
 - E. updated the Advertising Asset Register to reflect any change to Advertising Assets.
- (c) The Supplier must not use any Advertising Asset until such time as:
- (i) a Completion Certificate in respect of such Advertising Asset has been issued in accordance with this clause 10.7;
 - (ii) all defects and incomplete works identified by the Independent Certifier in a certificate provided in accordance with Schedule 10 (Scope of Certification) in respect of such Advertising Asset have been fully rectified or completed.
- (d) Notwithstanding clause 10.7(c)(ii), if the Independent Certifier identifies defects in a certificate provided in accordance with Schedule 10 (Scope of Certification) in respect of an Advertising Asset which are 'minor', such that the Independent Certifier considers that the Advertising Asset is still suitable for use notwithstanding such minor defects, the Supplier may use the Advertising Asset once a Completion Certificate in respect of such Advertising Asset has been issued in accordance with this clause 10.7, and must rectify any such defects within seven (7) days in accordance with clause 10.7(j).
- (e) The Supplier must give the Independent Certifier at least 5 Business Days' prior written notice of the date upon which the Supplier anticipates that it will achieve Completion in respect of AADP Works the subject of an Approved AADP.

- (f) When the Supplier is of the opinion that it has achieved Completion in respect of AADP Works the subject of an Approved AADP, the Supplier must:
 - (i) in writing request the Independent Certifier to issue a Completion Certificate in respect of such AADP Works; and
 - (ii) notify the Principal of such request,
 within twenty four (24) hours of forming this opinion.
- (g) Within seven (7) days of the receipt of the request and as access to the Advertising Asset permits the Supplier must cause the Independent Certifier to issue to the Supplier (with a copy to the Principal) either:
 - (i) a Completion Certificate certifying the date of Completion of AADP Works; or
 - (ii) notice in writing of the reasons for not issuing the Completion Certificate.
- (h) When the Independent Certifier is of the opinion that the Supplier has achieved Completion in respect of an Advertising Asset, the Independent Certifier may issue a Completion Certificate to the Supplier (with a copy to the Principal), whether or not the Supplier has made a request for its issue. The Independent Certifier is not obliged to use its discretion under this clause 10.7(h) for the benefit of the Supplier.
- (i) If the Independent Certifier does not issue a Completion Certificate in accordance with clause 10.7(g), the Supplier must promptly modify or repair the Advertising Asset the subject of the AADP Works. The process in clause 10.7(d) to 10.7(g) (inclusive) will apply following the modifications and repairs being made. The Supplier must resubmit the Advertising Asset the subject of the AADP Works to the Independent Certifier within five (5) Business Days of the refusal to issue the Completion Certificate. Should the Supplier again fail to obtain a Completion Certificate, at the Principal's option:
 - (i) the parties will agree on a course of corrective action the Supplier must perform at no cost to the Principal. If there is no agreement between the parties within ten (10) Business Days, either party may issue a Notice of Dispute under clause 41; or
 - (ii) the Principal may appoint a third party to perform the Supplier's obligations under this Agreement at the Supplier's cost and any costs incurred by the Principal under this clause 10.7(i)(ii) will become a debt due and payable to the Principal by the Supplier.
- (j) The Supplier must within seven (7) days rectify any defects identified in a Completion Certificate.
- (k) The issue of a Completion Certificate will not constitute approval of anything other than the Completion in respect of the AADP Works, nor will it prejudice any Claim by the Principal.
- (l) The Principal may from time to time, by written notice to the Supplier, complete some or all the functions of the Independent Certifier in this clause 10.7 in place of the Independent Certifier.

10.8 Make Good

- (a) Where the Supplier removes an Advertising Asset from the Site for any reason, the Supplier must Make Good the Principal's Infrastructure in accordance with clause

10.8(c) within fourteen (14) days of removing the relevant Advertising Asset (or any part of the relevant Advertising Asset).

- (b) By the end of the Disengagement Period, the Supplier must:
 - (i) remove all Non-transferred Advertising Assets; and
 - (ii) Make Good the Principal's Infrastructure in accordance with clause 10.8(c) except to the extent not required by written notice from the Principal to the Supplier.
- (c) Where the Supplier is required to Make Good the Principal's Infrastructure (whether pursuant to clause 10.8(a) clause 10.8(b) or otherwise under this Agreement), the Supplier must, at the absolute discretion of the Principal in respect of removal of a Non-transferred Advertising Asset, either (at the discretion of the Principal):
 - (i) restore the area where the Non-transferred Advertising Asset was affixed to a condition consistent with the Installation Condition Report of that Non-transferred Advertising Asset and the areas on the Principal's Infrastructure not used to affix the Non-transferred Advertising Assets; or
 - (ii) return the Principal's Infrastructure to the condition it was in before any building, installation, maintenance or other works were undertaken by or on behalf of the Supplier under this Agreement and the relevant Approved AADP(s) and having regard to the Installation Condition Report.
- (d) The parties acknowledge and agree that:
 - (i) all costs and expenses of any Make Good will be borne by the Supplier; and
 - (ii) the Principal may at the Supplier's cost Make Good the Principal's Infrastructure if the Supplier fails to do so within the applicable timeframe specified in this Agreement or as required by the Principal in accordance with this Agreement. Any costs incurred by the Principal under this clause 10.8(d)(ii) will become a debt due and payable to the Principal by the Supplier.

10.9 Utilities

- (a) The Supplier must, at its own cost, use Utilities provided by the Principal to undertake its obligations under this Agreement.
- (b) The Supplier may only install Utilities on the Principal's property with the Principal's prior written approval.

10.10 Electricity Supply

- (a) Where the Supplier requires access to the Principal's electricity supply, the Supplier must complete an Electricity Application Form.
- (b) Where the Principal considers in its absolute discretion that sufficient capacity is available for use by the Supplier for the purposes set out in the Electricity Application Form, the Principal will allow the Supplier access to the electricity supply and will provide all other reasonable assistance, to allow connection and ongoing electricity supply to the Supplier's Advertising Assets
- (c) The Supplier will reimburse the Principal Quarterly in arrears for any electricity used, calculated by either:

- (i) the calculated consumption recorded with a meter approved by the Principal; or
 - (ii) the average daily kilowatt usage (to be pre-agreed with the Principal) of each Configuration of the Advertising Asset Configuration multiplied by the number of relevant Advertising Assets multiplied by the rate of supply as nominated by the Principal. The Principal's rate of supply must not be higher than the standing offer price that would be charged by the relevant local area retailer for new connections, if the local area retailer were to supply that quantity, or estimated quantity. It is the Supplier's duty to assess the rate of supply as nominated by the Principal against the local retail standing offer price.
- (d) Any costs associated with connection to the Principal's electricity supply must be met by the Supplier.

10.11 Advertising Asset Register

- (a) The Supplier must prepare and maintain during the Term and the Disengagement Period a proper, accurate and complete Advertising Asset Register.
- (b) The Supplier must ensure that the Advertising Asset Register:
 - (i) includes at all times the following (minimum) details:
 - A. each Advertising Asset, together with its unique Advertising Asset ID(s);
 - B. the date each Advertising Asset first goes Online;
 - C. details and location of the Site to which each Advertising Asset is attached or installed with description/address (including GPS coordinates);
 - D. Configuration of each Advertising Asset;
 - E. the quantity of Display Faces;
 - F. the AMGF Commencement Date for each Advertising Asset;
 - G. for each Advertising Assets, the Capital Expenditure amount and its current Depreciated Value, updated on a Quarterly basis;
 - H. the depreciation period used to calculate Depreciated Value; and
 - I. the Independent Certifier's details (for both structural and electrical) for each Advertising Asset detailing:
 - 1) the last inspection IC Category rating for each Advertising Asset (as determined by the Independent Certifier); and
 - 2) the date of most recent inspection (as noted on that last inspection by the Independent Certifier in accordance with Schedule 10 (Scope of Certification)) and the due date for the upcoming inspection by the Independent Certifier of each Advertising Asset;

- (ii) includes any other details required by the Principal as notified to the Supplier in writing from time to time;
 - (iii) is in the flexible data format which is specified or otherwise approved in writing by the Principal from time to time and which can be accessed via the Principal's systems or software; and
 - (iv) is consistent with any other requirements of the Principal notified to the Supplier in writing from time to time.
- (c) The Supplier shall provide a copy of the then-current Advertising Asset Register to the Principal:
- (i) on the Commencement Date; and
 - (ii) at the end of each Month or at other intervals and in a form as required by the Principal from time to time.
- (d) Where the Principal notifies the Supplier of any error or omission contained in the Advertising Asset Register, the Supplier must immediately amend the Advertising Asset Register to rectify the error or omission and provide the updated Advertising Asset Register to the Principal.

11. Damage to Principal's Infrastructure

- (a) The Supplier must not:
- (i) except as specifically prescribed in an Approved AADP, damage, deface, modify or alter any of the Principal's Infrastructure or Principal's Facilities in any way; or
 - (ii) interfere with any of the usage of the Principal's Infrastructure or Principal's Facilities, including any usage by members of the general public.
- (b) If the Supplier breaches this clause 11, the Supplier must Make Good the Principal's Infrastructure or Principal's Facilities within forty eight (48) hours of receiving written notice from the Principal requiring the Supplier to do so. If the Supplier fails to comply with the foregoing obligation under this clause 11(b), the Principal may at the Supplier's cost Make Good the Principal's Infrastructure or the Principal's Facilities, and any costs incurred by the Principal under this clause 11(b) will become a debt due and payable to the Principal by the Supplier.

12. Advertising Material

12.1 Installation and Maintenance of Advertising Material

- (a) The Supplier must install and maintain all Advertising Material in accordance with the requirements of Schedule 4 (Content Standards) and the Work Method Statement.
- (b) The Supplier must ensure that all Advertising Material installed or displayed on an Advertising Asset:
- (i) is fit for the purpose for which it is required;
 - (ii) is suitable for the Configuration on the Advertising Asset on which it is installed;

- (iii) is for current paid Advertising Agreements;
 - (iv) has revenue/income assigned to each Advertising Asset within all Advertising Agreements in accordance with Schedule 3 (Price and Payments) and that no bonus or free usage of any Advertising Asset is used without the prior written approval of the Principal;
 - (v) meets the Content Standards;
 - (vi) is not harmful, inaccurate, misleading or deceptive, pornographic, abusive, obscene, threatening, defamatory, seditious, encourages illegal activities, or infringes the rights (including Intellectual Property Rights or Moral Rights) of any third party; and
 - (vii) refers to current times, events, products, offers or arrangements and is not out of date in any way.
- (c) Any Unsold Space on an Advertising Asset shall not display:
- (i) any Advertising Material for any Advertiser of the Supplier that is not the subject of a paid Advertising Agreement; or
 - (ii) any form of Advertisement for the Supplier's business (or the businesses of related parties of the Supplier) or the Advertising Asset's availability for future Advertisers,
- without the prior written approval of the Principal.
- (d) The Supplier must, at its sole cost and expense, remove any Advertising Material that is installed or displayed on the Site by any third party (other than in accordance with clause 12.4) that is not the subject of an Advertising Agreement.
- (e) The Supplier must not advertise the Supplier's name, logo, brand marks or other identifications, or those of an associated company or person (**Identification**) anywhere at a Site or on the Included Infrastructure except on an Advertising Asset and provided that such Identification does not exceed [REDACTED] of the area of the Advertising Asset upon which such Identification is placed.

12.2 Changes to Content Standards

- (a) The Principal may at any time during this Agreement vary, remove or replace the Content Standards in the event that there is:
 - (i) any change in Law; or
 - (ii) any change in, or introduction of, any guideline, policy, direction, instrument or other requirement on, or request of, the Principal.
- (b) Any change in the Content Standards pursuant to clause 12.2(a) takes effect from the earlier of:
 - (i) the date mandated by Law; or
 - (ii) the date specified in the notice of such change.
- (c) The Supplier must ensure that any Advertising Agreements enable the Supplier to comply with its obligations pursuant to clauses 12.2(a) and 12.2(b).

12.3 Advertising Agreements

- (a) Subject to clause 12.4, the Supplier must not display, or cause to be displayed, any Advertising Material that has not been contracted for by means of an Advertising Agreement.
- (b) The Supplier must ensure that each Advertising Agreement (and all documentation relating to each Advertising Agreement (including, for example, advertising campaign proposals, invoices and the Supplier's accounting records)) separately details:
 - (i) the amounts payable and paid (as applicable) by the Advertiser for any Advertising utilising all or any part of any Advertising Asset;
 - (ii) any in-kind or contra contributions provided or made available by the relevant Advertiser in respect of any Advertising utilising all or any part of any Advertising Asset (including the equivalent monetary value of such in-kind or contra contributions);
 - (iii) any applicable P&I Costs,including so that any such amounts, contributions and costs are readily identifiable and ascertainable.
- (c) Where the scope of an Advertising Agreement includes third party advertising assets in addition to the Principal's Advertising Assets, the Supplier must ensure that the Advertising Agreement (and all documentation relating to each Advertising Agreement (including, for example, advertising campaign proposals, invoices and the Supplier's accounting records)) provides for the proportionate allocation of fees and charges paid by the relevant Advertiser (pro-rated in accordance with the Published Rate Card) across all relevant advertising assets (i.e. including the Principal's Advertising Assets), in respect of a particular advertising campaign.
- (d) The Supplier acknowledges that the Principal is not a party to any Advertising Agreement, has no relationship with any Advertiser and has no liability whatsoever in respect of any Claims made by an Advertiser.
- (e) The Supplier must not authorise or permit any Advertiser to affix any Advertising Material or Advertising Asset to any part of the Principal's Infrastructure.
- (f) The Supplier must do all things commercially reasonable to ensure that Unsold Space is kept to a minimum at all times throughout the Term.
- (g) The Supplier must do all things commercially reasonable to ensure that there is maximum occupancy of Advertising Material on the Advertising Assets prior to the Termination Date and (subject to this Agreement) during the Disengagement Period.
- (h) The Supplier must:
 - (i) ensure that all Advertising Agreements contain a right for the Supplier to provide a copy of such Advertising Agreement to the Principal without redaction or alteration; and
 - (ii) provide copies of all Advertising Agreements when requested by the Principal.

12.4 Principal's Material

- (a) The Principal may require that the Supplier install advertising material on the Advertising Assets, the Site or other property of the Principal where:
 - (i) the advertising material relates to:
 - A. the Principal and/or TfNSW;
 - B. any products or services offered by the Principal and/or TfNSW;
 - C. products or services which are related, or connected, to the products or services offered by the Principal and/or TfNSW (whether such products or services are provided by the Principal and/or TfNSW or any third party and irrespective of whether such products or services are of a commercial nature or not);
 - D. any event for which the Principal and/or TfNSW is a sponsor (including, but not limited to, sporting contests, theatre performances, new year events, concerts or any live, simulated or virtual performances); or
 - E. community based not-for-profit advertising information, promotions or other activities,

(the **Principal's Material**); and
 - (ii) there is space available on the Advertising Assets that is not the subject of a current paid booking (i.e. excluding free, run-on and bonus bookings) by the Supplier under any Advertising Agreement at the time the Principal commits to placing such advertising material (including a commitment by making any booking).
- (b) The Supplier acknowledges and agrees that any Principal's Materials that relate to any of the activities described in clause 12.4(a)(i) may refer to the sponsors of any such event and the space may not be sold to third parties or otherwise exploited for a financial benefit.
- (c) The Supplier must, at the reasonable request of the Principal, notify the Principal within twenty four (24) hours of such request of the availability of Unsold Space for the application of the Principal's Material.
- (d) The Principal will pay to the Supplier the Supplier's reasonable and substantiated out-of-pocket P&I Costs (as defined in Schedule 3 (Price and Payment)) in respect of the Principal's Material referred to in clause 12.4(a) without any mark-up whatsoever. However, the Principal is under no obligation to pay the Supplier any other fee or compensation for any Loss that the Supplier may suffer as a result of the production and installation of any of the Principal's Material (including the Supplier's own internal costs and overheads).
- (e) Despite anything to the contrary in this clause 12.4, but without limiting clause 12.4(h), the Supplier has the right, on no less than five (5) Business Days' prior notice to the Principal, to:
 - (i) cease production or installation of the Principal's Material; or

- (ii) remove or relocate (at the Principal's election) any of the Principal's Material installed or displayed at the Principal's request under clause 12.4(a),

if the Supplier procures a booking for the relevant Advertising Asset. Any costs incurred by the Supplier in exercising such right will be at the Supplier's own cost.

- (f) Should the Principal require, the Supplier will at the Supplier's own cost provide storage of the Principal's Material.
- (g) The Principal may require that Supplier immediately provide or procure for the Principal reasonable access to the Advertising Assets (and the Supplier must immediately provide or procure such access) in order to use such assets to provide information to customers in the event of:
 - (i) Emergency or Unplanned Operations;
 - (ii) any other station emergency; or
 - (iii) a major disruption to the Principal's Operations that is likely to cause more than thirty (30) minutes delay to train running times,

in substitution of any Advertising Materials that may be displayed on or using such Advertising Assets.

- (h) The Supplier must ensure that all Advertising Agreements entered into by the Supplier contain provisions that allow the Principal to exercise its rights, and the Supplier to comply with its obligations, under clause 12.4(g).
- (i) Without limiting any other provision of this clause 12, the Supplier must:
 - (i) at no cost to the Principal, provide or procure for the Principal access to all Digital Advertising Assets for a total of up to five (5) minutes in every hour of operation of those Digital Advertising Assets for the purposes of making available the Principal's Material on those Digital Advertising Assets; and
 - (ii) ensure that the Principal's right in clause 12.4(i)(i) is recognised and given effect in all Advertising Agreements.

12.5 Removal of Advertising Material

- (a) The Supplier must within the time limits set out in clause 12.5(b), remove or replace any Advertising Material where:
 - (i) such Advertising Material has been damaged by any person (including a member of the public), whether by vandalism, graffiti, accident or in any other way;
 - (ii) the Principal forms the view (in its absolute discretion):
 - A. that such Advertising Material is in breach of any Law;
 - B. that such Advertising Material is not in accordance with the requirements of Schedule 4 (Content Standards) (as may be revised and updated by the Principal);
 - C. the Supplier is in breach of clause 12.1 in respect of such Advertising Material; or

- D. such Advertising Material is no longer in a condition or of a standard which is suitable for continued application or display on an Advertising Asset or on the Principal's Infrastructure;
 - (iii) the Advertising Agreement with respect to such Advertising Material has expired;
 - (iv) the Advertising Material is not subject to a paid Advertising Agreement;
 - (v) the relevant Advertiser of such Advertising Material is in breach of its payment obligations under the relevant Advertising Agreement; or
 - (vi) any event, time, offer or arrangement to which the Advertising Material relates has finished, elapsed or ceased to be available.
- (b) Removal and/or replacement of any Advertising Material under this clause 12.5 must occur within the following time limits:
- (i) immediately, where there is any damage that might affect the safety of any person;
 - (ii) immediately after the Supplier first becoming aware of the potential safety issue (whether by notice from the Principal or otherwise);
 - (iii) where clause 12.5(a)(ii)(A) applies, immediately after receipt of the relevant notice from the Principal;
 - (iv) where the Advertising Agreement with respect to the Advertising Material has expired, within thirty (30) days of that expiry;
 - (v) where the Advertising Material is not subject to a paid Advertising Agreement, immediately unless approval from the Principal has been provided in writing;
 - (vi) where the relevant Advertiser of the Advertising Material is in breach of its payment obligations under the relevant Advertising Agreement, within fourteen (14) days after the breach occurs (unless such breach has been remedied by the Advertiser within those fourteen (14) days);
 - (vii) where the Advertising Material refers to any event that has finished, to any period of time that has elapsed or to any offer or arrangement that has ceased to be available, within seven (7) days of the finish, elapse or cessation; and
 - (viii) in all other cases, within forty eight (48) hours of the Supplier becoming aware of the fact, matter or circumstances giving rise to the need to remove or replace the Advertising Material under clause 12.5(a) (whether by notice from the Principal or otherwise).
- (c) The Supplier must clean and restore to their Normal Operating Condition the surfaces of Advertising Assets (including paint work) following the removal of any Advertising Material.
- (d) The Principal may at the Supplier's expense remove any Advertising Material attached to an Advertising Asset if the Supplier fails to comply with the time limits stipulated in this clause 12.5. Any costs incurred by the Principal under this clause 12.5(d) will become a debt due and payable to the Principal by the Supplier.
- (e) The Principal is not under any obligation to provide an alternative location for any Advertising Material removed or dealt with under this clause 12.5.

- (f) The Principal will not be liable for any Loss incurred or suffered by the Supplier as a result (directly or indirectly) of the requirement to remove Advertising Material under this clause 12.5.

Part D – Supplier's Obligations and Personnel

13. Supplier's Performance Obligations

13.1 General obligations

In performing any obligation or exercising any right under this Agreement, the Supplier must, and must ensure that its Personnel and Representatives:

- (a) do so in a proper, competent and professional manner;
- (b) comply with the best practices then-current in the Supplier's industry;
- (c) do so in a timely and expeditious way;
- (d) do so in a way that is designed to avoid Personal Injury or loss of or damage to property;
- (e) ensure that all necessary or applicable Consents (including as may be necessary under State Environmental Planning Policy No. 64) are obtained and maintained throughout the Term and the Disengagement Period;
- (f) comply strictly with:
 - (i) the Safety Requirements;
 - (ii) the Policies, Codes and Standards;
 - (iii) the Contract Management Plan;
 - (iv) all Approved AADPs;
 - (v) the Work Method Statement;
 - (vi) all applicable Laws;
 - (vii) without limiting the foregoing sub-paragraphs, the Supplier's own documented standards, provided that the Supplier's own documented standards are at least of the same minimum level as those provided to the Principal; and
 - (viii) the directions of the Principal from time to time (including any directions relating to safety);
- (g) not do anything, or permit anything to be done, which may constitute a nuisance, annoyance or danger to any person or property;
- (h) not do anything, or permit anything to be done, which adversely affects or otherwise interferes with the Principal's operational requirements, the normal operations of any other person authorised by the Principal, the Principal's Facilities or the Principal's Infrastructure (including the usage of the Principal's Facilities or the Principal's Infrastructure and surrounding areas by members of the general public), other than as expressly contemplated in this Agreement or an Approved AADP, and that should either party become aware of such interference, that party must (without limiting the Principal's rights or remedies) promptly notify the other party of any such material adverse effect or interference;

- (i) at all times comply the directions of the Principal or the Principal's Representative with respect to access to, and installation on, the Principal's Infrastructure; and
- (j) regularly monitor its compliance, and the compliance of its Personnel with, any of the items or things referred to in clause 13.1(f).

13.2 Reputation of the Principal

The Supplier must not do (including by omission), and must ensure that the Supplier's Personnel do not do (including by omission), anything that is likely to or could (in the Principal's sole opinion) adversely impact the reputation of the Principal or the Principal's Personnel.

13.3 Key Performance Indicators

- (a) Without limiting the Supplier's obligations under this Agreement, the Supplier must carry out its obligations under this Agreement in a manner that meets or exceeds the KPIs.
- (b) The Supplier must provide a KPI performance report in respect of each Month to the Principal's Representative promptly following the end of that Month, which:
 - (i) provides an analysis of the performance of the Supplier in meeting the KPIs in that Month;
 - (ii) identifies any non-compliances with the KPIs;
 - (iii) proposes an action plan to remedy such non-compliances and to implement continuous improvements;
 - (iv) reports on whether the Supplier has implemented any previous action plan and, if not, the extent of non-compliance; and
 - (v) provides any other information required by the Principal to be included in such performance report,

(KPI Performance Report).

- (c) The Supplier acknowledges and agrees that:
 - (i) the Principal will review each KPI Performance Report to assess the level of compliance by the Supplier with the KPIs;
 - (ii) it must provide any action plan required by the Principal and must implement and comply with any action plan required by the Principal (**KPI Action Plan**); and
 - (iii) the Principal may amend the KPIs and where the Principal exercises its right under this clause 13.3(c)(iii), then the Principal will advise the Supplier of the reasons for the amendment and the amended KPIs will replace the then-current corresponding KPIs.
- (d) The Principal's Representative and the Supplier's Representative must meet each Quarter, to monitor and review the Supplier's performance under this Agreement and the KPIs and, if required by the Principal, the Supplier's compliance with any KPI Action Plan. The Supplier's Representative must contact the Principal's Representative to instigate this review.

14. Personnel

14.1 Principal not responsible for Supplier's Personnel

In respect of the Supplier's Personnel, the Supplier agrees and acknowledges that, to the maximum extent permitted by law, the Principal has no responsibility for:

- (a) remuneration and benefits, including superannuation contributions, annual leave, sick leave, long service leave, overtime and penalty rates and provision of accommodation and sustenance;
- (b) WorkCover levies, group tax, payroll tax, fringe benefits tax, superannuation guarantee charges and other imposts or levies imposed by Law;
- (c) any payment upon termination of service; or
- (d) any other remuneration or entitlements, payable to or in respect of any of Supplier's Personnel.

14.2 Personnel records

The Supplier must retain and maintain, at the registered office of the Supplier, full, accurate and proper records of the following with respect to its Personnel engaged in relation to the Supplier's obligations and the exercise of its rights under this Agreement:

- (a) full name, address and classification of each employee;
- (b) employment history of each employee with the Supplier for the last two (2) years;
- (c) dates of hire for all employees;
- (d) hours of work of all Personnel; and
- (e) details of:
 - (i) track safety awareness certification (including the identity of the certifier and level of certification) of all Personnel; and
 - (ii) WorkCover cards required for construction work (where applicable) performed or to be performed by all Personnel.

14.3 Personnel

- (a) The Supplier must ensure that all Personnel engaged in relation to the Supplier's obligations and the exercise of its rights under this Agreement are competent and have qualifications and experience appropriate to the tasks they will perform under this Agreement.
- (b) The Supplier's Personnel engaged in relation to the Supplier's obligations and the exercise of its rights under this Agreement must be those identified in this Agreement or otherwise approved by the Principal in writing to the Supplier.
- (c) For the purposes of requesting the Principal's approval of any proposed Supplier's Personnel, the Supplier must provide a timely written request, with all relevant details of the qualifications, expertise and suitability of the proposed personnel.
- (d) The Principal's approval is only effective if given by written notice to the Supplier.

- (e) The Supplier must provide the Principal with information as reasonably required by the Principal specifying the names (including former names), addresses, and dates of birth of the Supplier's Personnel and the Principal may use such information as it sees fit.
- (f) The Supplier, if required by the Principal, must give its consent to the conduct of a police check or any other enquiry in relation to the Supplier's Personnel, and the Supplier, if required by the Principal, must procure the consent of the members of the Supplier's Personnel to the conduct of a police check or any other enquiry.
- (g) If the Principal gives the Supplier notice in writing requiring any one or more of the Supplier's Personnel to be withdrawn from performing any obligations of the Supplier under this Agreement, the Supplier must immediately comply with the notice and provide replacements acceptable to the Principal.
- (h) The Principal reserves the right to refuse entry to any of the Principal's Infrastructure, Sites or other premises of the Principal to any of the Supplier's Personnel.

14.4 Key Supplier Positions

The Supplier:

- (a) acknowledges that the Principal may notify in writing the Supplier any key positions that the Supplier is required to retain from time to time (**Key Supplier Positions**);
- (b) must ensure that:
 - (i) the Key Supplier Positions are filled at all times; and
 - (ii) each of the Supplier's Personnel in the Key Supplier Positions dedicates sufficient time and effort to performing the Supplier's obligations under this Agreement until all those obligations are fulfilled;
- (c) must only use the Supplier's Personnel approved by the Principal to fill the Key Supplier Positions; and
- (d) must not replace a person in a Key Supplier Position unless it is a person with reasonably sufficient experience and skills and it has prior written approval from the Principal, and such approval is not to be unreasonably withheld.

14.5 New Key Supplier Positions

The Principal may from time to time request new or alternative positions as Key Supplier Positions, and the Supplier must not unreasonably refuse any such request.

14.6 Standards of the Supplier Personnel

The Supplier must:

- (a) comply with any requirements relating to Personnel specified in this Agreement;
- (b) provide experienced and skilled Personnel with suitable qualifications and licences (if applicable) to perform its obligations under this Agreement; and

- (c) ensure that all of the Supplier's Personnel comply with:
- (i) any protocols, codes of conduct, procedures or policies reasonably specified by the Principal from time to time and having general application to its Personnel, including the Policies, Codes and Standards, the Safety Requirements and policies relating to access and physical security;
 - (ii) all applicable obligations of the Supplier under this Agreement as if references to the Supplier in this Agreement were references to such Personnel; and
 - (iii) all Laws as far as applicable to the Supplier's Personnel.

15. Training

15.1 Training

- (a) The Supplier acknowledges and agrees that all Personnel engaged by the Supplier for the purposes of performance of the Supplier's obligations under this Agreement will undertake Site induction training as required by the Principal from time to time prior to entering a Site.
- (b) The Supplier must provide evidence of training of all Personnel in relation to Policies, Codes and Standards (including Health and Safety Standard) and compliance with Law, upon request by the Principal.

15.2 Training management statutory requirements

- (a) The Supplier must comply with the New South Wales Government Training Management Guidelines at <https://www.nsw.gov.au/education-and-training/resources/islp-training-management-guide>.
- (b) The training requirements contained in this Agreement and the Training Management Guidelines:
 - (i) may be in addition to, but are not in substitution for, any Statutory Provisions; and
 - (ii) do not limit the powers of the Principal or the liabilities and responsibilities of the Supplier.

16. Incident Reporting

16.1 Supplier must notify

In performing any obligation or exercising any right under this Agreement, the Supplier must:

- (a) record and report all health and safety incidents in accordance the Health and Safety Standard;
- (b) promptly comply with any Legal Notice served on:
 - (i) the Supplier; or
 - (ii) the Principal and provided to the Supplier (as if references in such Legal Notice to the Principal were a reference to the Supplier);

- (c) within twenty-four (24) hours of receipt of any Legal Notice served on the Supplier, notify the Principal's Representative of such receipt and provide to the Principal's Representative with a copy of the Legal Notice;
- (d) within three (3) Business Days of receipt of any Legal Notice served on the Supplier, provide to the Principal's Representative details as to how the Supplier proposes to comply with that Legal Notice; and
- (e) promptly provide to the Principal's Representative:
 - (i) copies of all reports and other Documents relating to the Supplier's compliance with the Legal Notice; and
 - (ii) any other information relating to the Legal Notice or the Supplier's compliance with it, as the Principal's Representative may request.

16.2 Failure to comply

If at any time the Supplier fails to comply with any Environmental Laws or its WHS obligations in connection with this Agreement, including failure to:

- (a) comply with, and to ensure compliance by its Personnel with, any requirements of this Agreement involving WHS or environmental control or rehabilitation; or
- (b) act promptly when environmental controls or WHS requirements are observed not to be effective by the Supplier, the Principal, or any Government Agency having jurisdiction,

then the Supplier must verify to the Principal that the Supplier has corrected the failure and implemented measures to prevent recurrence. Where the Principal considers that rectification of a non-compliance is required, the Principal may (without limiting the Principal's rights or remedies) instruct the Supplier to suspend all or part of its obligations under this Agreement until the non-compliance is rectified.

17. Records and Audit

17.1 Records

The Supplier must retain and maintain during the Term and for a further period of seven (7) years after the Expiry Date, full, accurate and proper records in connection with this Agreement and any Advertising Agreements entered into by the Supplier, sufficient for, but not limited to, the purpose of the Principal (or its duly authorised representatives) conducting an audit in connection with this Agreement. Such records must include (without limitation):

- (a) Documents relating to the performance of its obligations under this Agreement (whether in relation to financial, technical, performance or other matters and including all source documents) and of all other matters relevant to the calculation of the Fees Due (including pricing structure, overheads, P&I Costs, margins and resourcing) and other costs, expenses or other amounts payable to the Principal in connection with this Agreement;
- (b) the reports set out in Schedule 5 (Reports);
- (c) a separate record and account for each Advertising Agreement, including:
 - (i) the applicable Occupancy Period;
 - (ii) the full amount paid under that Advertising Agreement, including the amount paid broken down to each Advertising Asset and other

advertising assets not owned by the Principal where Advertising Material was affixed or displayed under that same Advertising Agreement;

- (iii) the amount due but not paid under that Advertising Agreement;
- (iv) details of the Advertiser;
- (v) a summary of the relevant Advertising Material;
- (vi) the Advertising Asset(s) upon which the relevant Advertising Material was affixed or displayed and details of other advertising assets not owned by the Principal where that Advertising Material was affixed or displayed under that same Advertising Agreement; and
- (vii) with respect to each Configuration:
 - A. the Advertising Sales in relation to each Configuration, including details of all corresponding Advertising Agreements entered into by the Supplier (including the names of the relevant Advertisers); and
 - B. the basis for calculating the Advertising Sales in relation to each Configuration,

(collectively, the **Records**).

17.2 Right to access and audit the Records

- (a) During the Term and at any time up to seven (7) years after the Expiry Date, the Supplier must (and must ensure that its Contractors) permit the Principal, and/or its duly authorised representatives, to have access to the premises of the Supplier and its Contractors after giving reasonable notice, to inspect and/or audit (with open book access) the Records. The Supplier must ensure (and must ensure that its Contractors) provide the Records for audit/inspection by the Principal (and/or its duly authorised representatives) in their entirety and that the Records are not modified or redacted in any way before being provided to the Principal. The Principal and/or such representatives will be entitled to take copies of or extracts from any such Records for the purposes of investigating, auditing, reconciling, verifying or otherwise satisfying themselves as to any matters relating to this Agreement.
- (b) Where the Records belong to, or are within the control of, a Related Entity of the Supplier or a Contractor (as applicable), the Supplier must ensure that the Related Entity of the Supplier or the Contractor (as applicable) retains and maintains those Records and provides access to them for the purposes of this clause 17.2 and for any audit or inspection right under this Agreement.
- (c) If an audit carried out under this clause 17.2 reveals an overall error in the amount of Fees Due reported by the Supplier of greater than [REDACTED] (measured by reference to all Advertising Sales generated in respect of any particular Contract Year), then the Supplier must:
 - (i) pay all costs and expenses incurred by the Principal in relation to the audit; and
 - (ii) immediately pay to the principal the amount of the difference in Fees Due that should have been paid to the Principal, together with the "Bank Bill Swap Rate" + [REDACTED] per annum interest, calculated daily, from the date when the Fees Due should have been paid to the Principal and the date payment is made to the Principal.

17.3 Right to access and audit the operations

- (a) During the Term and for a period of two (2) years thereafter, the Principal may carry out or cause to be carried out an audit of any aspect of the operations of the Supplier relating to this Agreement.
- (b) Upon production of the written authorisation or appointment by the Principal, the Supplier must, for the purpose of any such audit, permit the Principal or any person engaged by the Principal for that purpose;
 - (i) to question and observe any of the Supplier's Personnel engaged in relation to this Agreement in the presence of a representative of the Supplier; and
 - (ii) to have full and sufficient access to any premises, storage facilities, records (including personnel records), books, documents and computer records relevant to the performance by the Supplier of its obligations under this Agreement.
- (c) The Principal may for the purpose of auditing the Supplier's performance under this Agreement carry out such investigations as it considers necessary and may carry out such investigations with or without providing to the Supplier notice or identification.
- (d) In the exercise of its rights under this clause 17.2 the Principal will use its reasonable endeavours to minimise, so far as is practicable, any inconvenience or interruptions to the business of the Supplier or the performance by the Supplier of its obligations under this Agreement.
- (e) If an audit carried out under this clause 17.3 reveals or confirms a default or breach by the Supplier of this Agreement, then the Supplier must pay all costs and expenses incurred by the Principal in relation to the audit.
- (f) Following completion of any audit undertaken in accordance with this clause 17.3, the Supplier must meet with the Principal to discuss in good faith any recommendations made by the Principal or its representatives following the audit.
- (g) Without limiting any of the Principal's rights or remedies, the Supplier must at its own cost act upon and implement any reasonable recommendations made by the Principal or its representative arising from the results of an audit under this clause 17.3.

17.4 Public access to Government information

- (a) The Supplier acknowledges and agrees that the Principal is subject to the GIPA Act. The Principal may disclose information in this Agreement (including the entire Agreement) on its nominated website established for GIPA Act disclosures. The Supplier irrevocably consents to the Principal acting in accordance with this clause 17.4.
- (b) In accordance with section 121 of the GIPA Act, the Supplier must, upon receipt of a written request by the Principal, provide the Principal or its duly authorised representative with immediate access to the following information contained in records held by the Supplier or any Contractor:
 - (i) information that relates directly to the performance of the Services or the Supplier's other obligations under this Agreement;
 - (ii) information collected by the Supplier from members of the public to whom it provides, or offers to provide, any services; and

- (iii) information received by the Supplier from the Principal to enable it to perform the Services or any of its other obligations under this Agreement.
- (c) For the purposes of clause 17.4(b), information does not include information that the Supplier is entitled to withhold pursuant to the GIPA Act, such as the following, to the extent not required to be disclosed under the GIPA Act:
 - (i) information that discloses or would tend to disclose the Supplier's financing arrangements, financial modelling, cost structure or profit margin;
 - (ii) information that the Supplier is prohibited from disclosing under any Act, whether of any State or Territory, or of the Commonwealth; or
 - (iii) information that, if disclosed to the Principal, could reasonably be expected to place the Supplier at a substantial commercial disadvantage in relation to the Principal, whether at present or in the future.
- (d) The Supplier will provide copies of any of the information in clause 17.4(b), as requested by the Principal, at the Supplier's own expense.
- (e) Any failure by the Supplier to comply with any request pursuant to clause 17.4(b) or clause 17.4(d) will be considered a material breach of this Agreement.

Part E – Payments

18. Payment

18.1 General Provisions

The Supplier must pay to the Principal the Fees Due in accordance with this clause 18 and Schedule 3 (Price and Payment).

18.2 Advertising Asset and Advertising Material Costs

Subject to anything in this Agreement to the contrary, all costs, expenses or overheads associated with the building, installation, maintenance, relocation or removal of any Advertising Assets or Advertising Material are the sole responsibility of the Supplier, including:

- (a) any costs incurred in performing the AADP Works;
- (b) any costs incurred in relation to obtaining any Consents;
- (c) any costs incurred in amending or upgrading the Principal's Infrastructure to comply with conditions of Consents or this Agreement;
- (d) any costs incurred in modifying the Principal's Infrastructure to accommodate an Advertising Asset or Advertising Material; and
- (e) any cost of repairing any loss or damage to property or equipment.

18.3 Set-Off

The Principal is entitled to set-off against any moneys which are due and payable by it to the Supplier under this Agreement, any moneys which are due and payable by the Supplier to the Principal under this Agreement.

18.4 Method of payment

The Supplier must make all payments to the Principal by electronic funds transfer to an account nominated by the Principal to the Supplier in writing from time to time. All supporting documentation required by this Agreement (until further notice in writing from the Principal) will be sent to the Principal's Representative.

18.5 Interest on Arrears

Without prejudice to any rights or remedies of the Principal, if any amount due and payable to the Principal is not paid on the date that such amount becomes due, the Supplier must pay to the Principal interest at the rate being [REDACTED] per annum above the thirty (30) day "Bank Bill Swap Rate" rate published in the Australian Financial Review newspaper on that amount from the date the amount became due until payment.

19. Invoices

19.1 Invoices

- (a) Subject to clause 20 applying to a supply, a party must promptly, if requested by the other party, issue a valid tax invoice to the other party in respect of the applicable amounts payable by that party in accordance with this Agreement.

- (b) Except as otherwise set out in Schedule 3 (Price and Payment) or elsewhere in this Agreement, a party must pay a valid tax invoices properly issued by the other party within thirty (30) days of receipt.
- (c) An invoice is valid only if:
 - (i) the amount specified in the invoice is correctly calculated in accordance with this Agreement;
 - (ii) it is set out in a manner that enables the recipient of the invoice to ascertain which service is covered by the invoice, the respective charge payable and how that amount is made up or calculated (itemised to the level of detail the recipient party may reasonably require); and
 - (iii) it is addressed and delivered to the address for Notices.

20. GST

20.1 GST

- (a) The parties acknowledge that unless otherwise expressly stated all amounts of monetary consideration in this Agreement are exclusive of GST.
- (b) If GST is or becomes payable on a supply made by a party (**supplier**) under or in connection with this Agreement, the party providing consideration for the supply (**recipient**) must pay an additional amount to the supplier equal to the GST payable by the supplier (or representative member of a GST group of which the supplier is a member) in relation to the supply. For clarification, the parties acknowledge and agree that in this clause 20 the term 'supplier' has the meaning given to that term in this clause 20.1(b) (i.e. the same meaning as given to that term under the GST Legislation) and, accordingly, in this clause 20 the term 'supplier' may be referring to either the Principal or the Supplier as the context requires.
- (c) Any amount payable under clause 20.1(b) will be paid by the recipient to the Supplier at the same time as the other consideration for the supply is paid to the Supplier.
- (d) If any party is required under this Agreement to reimburse or pay to the other party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that other party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that other party (or representative member of a GST group of which that party is a member) is entitled in respect of any acquisition relating to that cost, expense or other amount.
- (e) Subject to clause 20.1(f) but notwithstanding any other provision of this Agreement, the supplier will not be obliged to pay any amount on account of GST to the recipient (whether under this clause 20 or otherwise) in respect of a taxable supply made by the recipient unless and until the recipient issues to the supplier, a valid tax invoice that complies with the GST Legislation in respect of that taxable supply.

- (f) The parties agree that, if notified in writing by the supplier to the recipient, the following will apply to taxable supplies made by the supplier to the recipient under or in connection with this Agreement:
- (i) where the GST Legislation permits, the recipient will issue to the supplier a recipient created tax invoice (**RCTI**) for each taxable supply (other than an Excluded Supply as defined in this clause), made by the supplier to the recipient under this Agreement. The parties may agree in writing from time to time on certain taxable supplies made by the supplier to the recipient under this Agreement for which the recipient will not issue RCTIs (**Excluded Supply**);
 - (ii) the recipient will issue to the supplier an adjustment note for any adjustment event relating to a supply in respect of which it issues an RCTI; and
 - (iii) the supplier will not issue a tax invoice in respect of any taxable supply it makes to the recipient (other than in respect of a taxable supply that is an Excluded Supply).

Each party acknowledges and warrants that at the time of entering into this Agreement it is registered for GST and will notify the other party if it ceases to be registered for GST or ceases to comply with any of the requirements of the Goods and Services Tax: Recipient Created Tax Invoice Determination 2017 for Agricultural Products, Government Related Entities and Large Business Entities (RCTI 2017/6) or other determination or ruling issued by a taxation authority relating to the issuance of RCTIs (**RCTI Requirement**). The recipient will not issue a document that would otherwise be an RCTI after the recipient or the supplier cease to be registered for GST, or after the recipient or the supplier cease to comply with any RCTI Requirement.

- (g) Where the recipient issues RCTIs to the supplier in accordance with clause 20.1(f), the supplier will indemnify or reimburse the recipient on demand for any loss, cost, expense, penalty, fine, interest, fee or other amount incurred in relation to the recipient issuing RCTIs while:
- (i) the supplier is not registered for GST and/or otherwise fails to satisfy or comply with, any RCTI Requirement and the recipient has not been notified by the supplier as such; or
 - (ii) the details contained in any RCTI or recipient created adjustment note issued by the recipient are incorrect, inaccurate or misleading as a result of information provided by the supplier the recipient.
- (h) If the GST payable in relation to a supply made by the supplier under this Agreement varies from the additional amount paid by the recipient under this clause 20 in respect of that supply, then the supplier will provide a corresponding refund or credit to or will be entitled to receive the amount of that variation from the other party (as appropriate).
- (i) In this clause 20:
- (i) terms defined in GST Legislation have the meaning given to them in GST Legislation, unless the context suggests otherwise;
 - (ii) GST includes amounts defined as "GST" under the GST Legislation and "GST equivalents" payments under the *Intergovernmental Agreement Implementation (GST) Act 2000* (NSW) (or similar payments under corresponding legislation of any other State or Territory); and

- (iii) any part or progressive or periodic component of a supply that is treated as a separate supply for GST purposes (including attributing GST to tax periods) will be treated as a separate supply.

Part F – Step In And Step Out

21. Step In and Step Out

21.1 Step-in right

- (a) Notwithstanding any other provision of this Agreement, the Principal may, by notice in writing from the Principal's Representative to the Supplier (**Step-in Notice**), either itself or by a third party nominated by the Principal (**Step-in Party**), take over provision of the affected part of the Services, together with any interdependent or linked parts of the Services or any other parts of the Services that the Principal considers necessary or appropriate, if:
- (i) the Supplier is in breach of this Agreement;
 - (ii) the Supplier commits or suffers an Insolvency Event;
 - (iii) the Principal is entitled to terminate all or part of this Agreement in accordance with clause 23.2;
 - (iv) a Force Majeure Event is preventing the Supplier from performing any obligation under this Agreement;
 - (v) in case of emergency (not being a Force Majeure Event) which causes, or is likely to cause, an adverse impact on the Principal's Operations or the Network Activities;
 - (vi) the acts or omissions of the Supplier (whether or not in breach of this Agreement) are having an adverse effect on the business of the Principal (other than where such acts or omissions are carried out by the Supplier in accordance with the instructions of the Principal); or
 - (vii) a Government Agency advises the Principal it should exercise its step-in rights under this clause 21.1,
- as determined by the Principal in its sole discretion.
- (b) The Step-In Notice must specify in reasonable detail:
- (i) the Step-in Party's intention to step in;
 - (ii) an explanation for why this action has been determined to be necessary;
 - (iii) the effective date of the step in;
 - (iv) the expected duration of the step in (which shall not exceed four (4) Months); and
 - (v) in relation to which parts of the Services it will step in (**Relevant Services**).

21.2 Supplier's obligations with step in

If the Principal exercises its rights pursuant to clause 21.1, the Supplier must at its own cost:

- (a) as soon as practicable suspend the performance of the Relevant Services;
- (b) make available to the Step-in Party all of the Supplier's Resources required in the performance of the Relevant Services; and

- (c) provide to the Step-in Party other assistance and cooperation as is reasonably required by the Step-in Party.

21.3 Step out

- (a) Subject to clause 21.3(b), where the Principal has exercised its rights pursuant to clause 21.1, and if:
 - (i) the breach or circumstance which gave rise to the exercise of such right has been remedied;
 - (ii) the parties have held good faith discussions in order for the Supplier to explain the steps it has taken to rectify and prevent any recurrence of the event that gave rise to the exercise of the step-in rights and its ability to resume performance of the Services; and
 - (iii) the Principal is satisfied, in its sole and absolute discretion, of the Supplier's ability or willingness to render performance in accordance with this Agreement,

the Step-in Party must step-out by issuing a step-out notice to the Supplier giving the Supplier reasonable notice of the Step-in Party's intention to step-out and the effective date of that step-out.

- (b) Notwithstanding clause 21.3(a), the Step-in Party may step-out at any time by issuing a step-out notice to the Supplier, stating the Step-in Party's intention to step-out and the effective date of that step-out.
- (c) If the Step-in Party issues a step-out notice to the Supplier under this clause 21.3:
 - (i) the Supplier must resume the performance of the Services on the date specified in the step-out notice; and
 - (ii) the Step-in Party must relinquish to the Supplier the control and possession of any of the Supplier's Resources utilised for the performance of the Services pursuant to this clause 21.
- (d) If the duration of any step-in extends to a date which is four (4) Months from the effective date of the step-in set out in the Step-In Notice without the Principal having issued a step-out notice to the Supplier under this clause 21.3, the Supplier and the Principal will enter into good faith discussions for a period of five (5) Business Days in order to agree an appropriate extension to the period of step-in. To avoid doubt, the Step-In Party is not required to step-out during those five (5) Business Days.
- (e) If a step-in occurring under clause 21.1 subsists for four (4) Months, and the parties fail to agree an extension of the step-in under clause 21.3(d) within the period specified in clause 21.3(d), the Principal may, in its absolute discretion and without prejudice to any other rights or remedies it may have under this Agreement or otherwise:
 - (i) terminate with immediate effect this Agreement or any part of the Relevant Services; or
 - (ii) extend the period of step-in, in which case the Supplier will not be liable for any costs associated with the exercise by the Principal of its rights under this clause 21 for the period of step-in so extended.

21.4 Liability of Supplier and Step-in Party

- (a) Subject to clauses 21.3(e)(ii) and 21.4(b), where the Principal exercises its rights pursuant to clause 21.1(a):
 - (i) the Supplier must continue to pay to the Principal the Fees Due in accordance with this Agreement; and
 - (ii) the Supplier must indemnify the Principal for any and all costs associated with the exercise by the Principal (including any costs of the Step-in Party where the Step-in Party is not the Principal) of its rights under this clause 21;
- (b) Where step-in has been exercised under clause 21.1(a) because the Supplier commits or suffers an Insolvency Event, then for the duration of the step-in:
 - (i) the Supplier's obligations to pay to the Principal the MGF and (where applicable) the PSF, in accordance with Schedule 3 (Price and Payment), will be suspended; and
 - (ii) the Principal will be entitled to receive from the Supplier or direct from an Advertiser (as decided by the Principal at its absolute discretion) the full Advertising Sales.

21.5 Third party consents

The Supplier must obtain all third party agreements and consents necessary to enable the Principal to exercise its rights under this clause 21 and, if required by the Principal, provide the Principal with written evidence of such agreements and consents before the relevant Services Commencement Date, on each anniversary of 1 January thereafter and whenever required by the Principal.

Part G – Term, Termination & Disengagement

22. Term

22.1 Term

Subject to clause 2, this Agreement commences on the Commencement Date and ends on the Termination Date.

22.2 Extension of this Agreement

- (a) With effect from the Initial Expiry Date, the Principal may, at any time at least six (6) months prior to the Initial Expiry Date (or such shorter period as agreed between the parties) and in its absolute discretion, extend this Agreement for the Extended Term by notice in writing to the Supplier.
- (b) Where the Principal exercises its right to extend this Agreement under clause 22.2(a), this Agreement will be automatically extended on the Initial Expiry Date for the Extended Term.
- (c) This clause 22.2 does not apply to the Extended Term.

23. Suspension, Expiry and Early Termination

23.1 Suspension by Principal

- (a) Without limiting any other provision of this Agreement or any rights or remedies available to the Principal, if the Principal (acting reasonably) forms the opinion that the Supplier is in breach of this Agreement:
 - (i) the Principal may suspend the Services, in whole or in part, by written notice to the Supplier (**Suspension Notice**):
 - A. the Supplier must immediately comply with any Suspension Notice provided under clause 23.1(a)(i); and
 - B. the Supplier will not be entitled to make any Claim against the Principal arising out of or in any way in connection with the suspension.
- (b) A suspension of this Agreement (in whole or in part) under clause 23.1(a) will last for the period specified in the relevant Suspension Notice (provided that such period may not exceed more than 60 days) (**Suspension Period**).
- (c) The Principal may at any time cancel, in whole or in part, any Suspension Notice provided under clause 23.1(a).
- (d) The Supplier must promptly recommence the performance of the Services (or those parts of the Services that are no longer suspended) following the expiry of the Suspension Period or cancellation of the Suspension Notice under clause 23.1(c)

23.2 Termination by the Principal for cause

- (a) The Principal may terminate this Agreement (in whole) or any part of the Services (including in relation to a particular Site) with immediate effect by written notice to the Supplier:
 - (i) if the Supplier commits a breach of this Agreement, and:

- A. that breach is incapable of remedy; or
 - B. the Supplier fails to rectify such breach within ten (10) Business Days of receipt of written notification from the Principal describing the breach;
 - (ii) if the Supplier commits or suffers an Insolvency Event;
 - (iii) if a Change of Control Event occurs; or
 - (iv) in accordance with clauses 2(c) (*Conditions Subsequent*), 21.3(e)(i) (*Step-out*), 32(f) (*Parent Company Guarantee*) or 36.4(b)(ii) (*IPR Claims*),
- as determined by the Principal in its sole discretion.
- (b) If the Principal terminates this Agreement (in whole) or any part of the Services (including in relation to a particular Site) in accordance with clause 23.2(a), then, notwithstanding anything to the contrary in this Agreement, the Principal may immediately seize and assume exclusive possession and control of the Advertising Assets (including any Supplier Owned Assets) and, for clarification, exclude any access to the same by the Supplier.
 - (c) Notwithstanding clause 4.2(c) and 4.3 of this Agreement, if the Principal terminates this Agreement (in whole) or any part of the Services (including in relation to a particular Site) in accordance with clause 23.2(a), then the Principal will be relieved of its obligation to pay the Post Termination Amount (if any) in relation to the Post Termination Transferred Assets and the Supplier must transfer and assign all property in, title to and ownership of the Post Termination Transferred Assets in accordance with clause 4.2(c) by the date required by the Principal in its absolute discretion.

23.3 Termination by the Principal for convenience

- (a) Without prejudice to any of the Principal's other rights, the Principal may:
 - (i) at any time for its sole convenience, and for any reason, by written notice to the Supplier terminate this Agreement (in whole) or any part of the Services, effective from the time stated in the Principal's notice or if no such time is stated, at the time the notice is given to the Supplier; and
 - (ii) thereafter, at its absolute discretion, complete the uncompleted part of the Services either itself or by engaging a third party nominated by the Principal.
- (b) If the Principal terminates this Agreement under clause 23.3(a), the Supplier will be entitled to an amount determined by the Principal that the Principal considers (acting reasonably) is proportionate to the reasonable and substantiated direct costs incurred by the Supplier (excluding profit but including an amount for overheads) as a direct result of the termination. The Supplier must provide the Principal with evidence of the amount and liability for such direct costs on request by the Principal. For the avoidance of doubt, no amounts which otherwise would have been incurred by, or the sole responsibility of, the Supplier on termination under any other provision of this Agreement or expiry of this Agreement, may be included in the calculation of the amount in this clause 23.3(b).
- (c) The Supplier must at all times, including on and after termination of this Agreement by the Principal under clause 23.3(a), take all relevant steps to mitigate the costs that are payable pursuant to clause 23.3(b).

- (d) The Post Termination Amount (if any) and amount to which the Supplier is entitled under clause 23.3(b) will be a limitation upon the Principal's liability to the Supplier arising out of, or in any way in connection with, the termination of the Agreement (howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise) and the Supplier may not make any Claim against the Principal arising out of, or in any way in connection with, the termination of this Agreement other than for the amount payable under clause 23.3(b).

23.4 Preservation of rights

Subject to clause 23.5, nothing in this clause 23 or that a party does or fails to do pursuant to this clause 23 will prejudice the right of that party to exercise any right or remedy (including recovering damages) which it may have where the other party breaches (including repudiates) this Agreement.

23.5 Supplier's entitlements after termination

If the Principal repudiates this Agreement and the Supplier otherwise terminates this Agreement, the Supplier will:

- (a) be entitled to claim damages; and
- (b) not be entitled to a quantum meruit.

This clause 23.5 will survive any termination of this Agreement.

24. Survival

- (a) Despite any other provision of this Agreement, clauses 1, 3, 4, 9, 10.8, 11, 13.1, 17, 18, 19, 23, this clause 24, clauses 25, 26, 33, 34, 36, 37, 39.3, 40, 41, and 42 and any other clauses which should by their nature survive termination of this agreement or which relate to or apply during the post termination period, survive termination or expiration of this Agreement for any reason.
- (b) Termination or expiry of this Agreement will not affect any accrued rights or remedies of either party.

25. Disengagement

25.1 General

- (a) This clause 25, except for clause 25.3, will not apply in respect of any Advertising Assets for which the Supplier is appointed as the New Supplier following the Termination Date.
- (b) Where the Supplier is appointed as the New Supplier following the Termination Date, the terms and conditions of the relevant New Advertising Agreement will apply to the relevant Advertising Asset from the date of commencement of the New Advertising Agreement.
- (c) Nothing in this clause 25.1 is intended to fetter or otherwise affect the Principal's:
 - (i) right to conduct any tender process in respect of a New Advertising Agreement; or
 - (ii) the Principal's sole and absolute discretion to award a New Advertising Agreement to:
 - A. any bidder as part of any such tender process; or

- B. any other person (irrespective of whether or not such tender process is conducted).

25.2 Disengagement Plan

- (a) The Supplier must:
- (i) develop a draft Disengagement Plan;
 - (ii) provide the draft Disengagement Plan to the Principal within thirty (30) days from the Commencement Date for its approval in writing; and
 - (iii) subject to such approval, comply with the Disengagement Plan.
- (b) The Supplier must:
- (i) each year during the Term within twenty one (21) days from the anniversary of the Commencement Date;
 - (ii) on the date that is six (6) months prior to the Expiry Date; and
 - (iii) if there is a new Approved AADP or any variation of this Agreement or an Approved AADP that affects the Disengagement Plan, within fourteen (14) days of the variation or Approved AADP,
- deliver to the Principal's Representative, an updated Disengagement Plan for the Principal's approval. The Supplier must promptly incorporate any comments from the Principal's Representative in relation to any updated Disengagement Plan provided under this clause 25.2(b) and resubmit it to the Principal's Representative. This process will continue until the Principal approves the relevant updated Disengagement Plan. Upon approval by the Principal in writing, the updated Disengagement Plan will replace the previous Disengagement Plan.
- (c) Except as otherwise specified in the Disengagement Plan or this clause 25, the Supplier must comply with its obligations under this Agreement during the Disengagement Period as if this Agreement continues past the Termination Date until the end of the Disengagement Period.

25.3 Inventory reports

- (a) Sixty (60) days prior to the Termination Date and fortnightly thereafter until the end of the Term, or, where applicable, the Disengagement Period, the Supplier must provide the Principal with written reports and detailed inventory lists pertaining to Disengagement, including:
- (i) a current copy of the Advertising Asset Register;
 - (ii) details of all placed Advertising Material including:
 - A. the location of all Advertising Assets utilised at the time of the report in accordance with a current Advertising Agreement;
 - B. the term and expiry of the relevant Advertising Agreements, by Advertising Asset ID;
 - C. the Supplier's schedule and progress in removing Advertising Material following the Termination Date, by Advertising Asset ID; and

- D. where applicable, details of those Advertising Assets that are the subject of Advertising Agreements;
- (iii) the Supplier's schedule and progress in undertaking the Disengagement, and where relevant, the Supplier's progress in transitioning the Advertising Assets or any rights in relation to the Advertising Assets, to the New Supplier; and
- (iv) any other details relevant to Disengagement requested by the Principal from time to time.
- (b) The Supplier acknowledges and agrees that the Principal may provide the details set out in clause 25.3(a)(ii) to the New Supplier and/or any prospective New Suppliers at any time following receipt by the Principal of those details.

25.4 Termination Condition Report

- (a) The parties acknowledge and agree that as soon as practicable after the commencement of the Disengagement Period (but in any event within thirty (30) days from the commencement of the Disengagement Period), the Supplier must (at its own cost) ensure that:
 - (i) the Independent Certifier conducts a full review of the Site and the Advertising Assets in order to determine the condition of the Site and Advertising Assets;
 - (ii) the Independent Certifier records the condition of the Site and Advertising Assets in a written condition report (**Termination Condition Report**); and
 - (iii) a copy of the Termination Condition Report is provided to the Principal as soon as reasonably possible after it has been prepared by the Independent Certifier.
- (b) Where the Supplier is unable or unwilling to return an Advertising Asset to its Normal Operating Condition or Make Good the Principal's Infrastructure within the relevant time specified in this Agreement, the Principal may return the applicable Advertising Asset to its Normal Operating Condition or Make Good the Principal's Infrastructure at the Supplier's cost. Any costs incurred by the Principal under this clause 25.4(b) will become a debt due and payable to the Principal by the Supplier.
- (c) For the avoidance of doubt, the completion of any such Termination Condition Report does not limit the Supplier's Make Good obligations regarding damage caused to any of the Principal's Infrastructure as a result of the removal of any Advertising Asset.

25.5 Removal of Non-transferred Advertising Assets and Advertising Material

- (a) During the Disengagement Period, the Principal may require the Supplier to:
 - (i) either:
 - A. remove, at the Supplier's sole cost and expense, the Advertising Material from any Advertising Assets (whether they are Non-transferred Advertising Assets or not); or
 - B. reimburse the Principal or the New Supplier (as nominated by the Principal) for any costs incurred by the Principal or the New Supplier (as applicable) in undertaking such removal;

- (ii) either:
 - A. remove, at the Supplier's sole cost and expense, the Non-transferred Advertising Assets from the Principal's Infrastructure and Make Good the Principal's Infrastructure; or
 - B. reimburse the Principal or the New Supplier (as nominated by the Principal) for any costs incurred by the Principal or the New Supplier (as applicable) in undertaking such removal and Make Good;
- (iii) reimburse the Principal or the New Supplier (as nominated by the Principal) for any costs incurred by the Principal or the New Supplier (as applicable) in removing Advertising Material from any Advertising Assets (whether they are Non-transferred Advertising Assets or not);
- (iv) where the Termination Condition Report shows that certain Advertising Assets and/or Site have not been returned to their Normal Operating Condition, reimburse the Principal or the New Supplier (as nominated by the Principal) for any costs incurred by the Principal or the New Supplier (as applicable) in returning those Advertising Assets and/or Site (as applicable) to their Normal Operating Condition; and/or
- (v) where the Termination Condition Report shows that the Principal's Infrastructure has not been Made Good, reimburse the Principal or the New Supplier (as nominated by the Principal) for any costs incurred by the Principal or the New Supplier (as applicable) in undertaking the Make Good of the Principal's Infrastructure,

and the Supplier must promptly comply with any such requirement.

- (b) The Supplier grants the Principal and (where required by the Principal, the New Supplier), all rights required to enable it to exercise its rights under this clause 25.5, including the right during the Disengagement Period to remove, retain, take ownership and/or dispose of (in any way it sees fit) any Advertising Material or Advertising Assets (except that the Principal will not be permitted to take ownership or dispose of any Non-transferred Advertising Assets removed by the Supplier in accordance with clause 25.5(a)(ii)A).

25.6 Restriction on new Advertising Agreements during Disengagement Period

- (a) Upon the Termination Date, the Supplier must cease promoting the services of the Supplier regarding the placement of Advertising Material on the Advertising Assets.
- (b) During the Disengagement Period, the Supplier must not:
 - (i) enter into any new Advertising Agreements; or
 - (ii) extend or renew any existing Advertising Agreements,
 without the Principal's prior written consent.
- (c) Any Advertising Agreements entered into by the Supplier beyond the Termination Date must have equal portions of revenue for each Advertising Agreement both prior and post the Termination Date. For example, if an Advertising Agreement is for a four (4) month period and the Termination Date is after one (1) month, then the revenue assigned to each Advertising Asset is 25% (one quarter, i.e. 1 of 4 months) to the Supplier and 75% (three quarters, i.e. 3 of 4 months) to the New Supplier.

25.7 Restriction on term of Advertising Agreements

The Supplier may only enter into Advertising Agreements which:

- (a) have a maximum term not exceeding the Expiry Date without the Principal's prior written consent and if the Principal's prior written consent is obtained, comply with the requirements set out in clause 25.6(c); and
- (b) are capable of being novated to a New Supplier.

25.8 Assignment to New Supplier

Where a New Supplier has been selected or appointed by the Principal and the Principal has provided consent in writing, the Supplier must, on the Termination Date or such other date thereafter notified to the Supplier by the Principal in writing, assign or novate the relevant Advertising Agreement to the New Supplier.

25.9 Compliance with reasonable directions

During the Disengagement Period, to effect an orderly transition, the Supplier must comply with the Principal's reasonable directions in respect of any handover of Advertising Assets or interests in the Advertising Materials to a New Supplier.

25.10 Payments during Disengagement Period

- (a) Without limiting clauses 25.6 and 25.7 but subject to clause 25.10(b), during the Disengagement Period only, the Supplier will promptly pay to the Principal (or its nominee) any unpaid proportion of the PSF which the Principal would have been entitled to receive under this Agreement in relation to any Advertising Assets the subject of an Advertising Agreement (and a full and unaltered copy of that Advertising Agreement must be provided by the Supplier to the Principal on or before any such payment) that has been assigned or novated to a New Supplier in accordance with clause 25.8. Such amount is to be pro-rated (on a straight-line basis) by reference to the date on which the assignment or novation occurs.
- (b) For the avoidance of doubt, where the Supplier is appointed as the New Supplier under a New Advertising Agreement, any payments made in respect of the Advertising Assets the subject of the New Advertising Agreement shall be made in accordance with the payment requirements set out in the New Advertising Agreement.

25.11 Continuation

Notwithstanding the termination or expiry of any other provision of this Agreement, this Agreement continues to apply as between the parties to the extent necessary until Disengagement has been completed to the reasonable satisfaction of the Principal.

25.12 Public communications

Notwithstanding clause 34.2, all public communications during the Disengagement Period will only be made by the Principal and must not be made by the Supplier.

Part H – Contract Administration

26. Representatives

26.1 Appointment

- (a) The Principal appoints the Principal's Representative as its representative for the purpose of administering this Agreement.
- (b) The Supplier appoints the Supplier's Representative as its representative for the purpose of administering this Agreement.
- (c) Either party may by ten (10) Business Days' written notice to the other party change its Representative.

26.2 Authority

- (a) Each party represents and warrants that its Representative has authority to:
 - (i) exercise all of the powers, rights, authorities, discretions, functions and responsibilities of that party under this Agreement, other than the power to amend clauses 1 to 44 this Agreement; and
 - (ii) bind that party in relation to any matter arising out of or in connection with this Agreement.
- (b) For clarity, the Supplier's Representative must hold a senior management or executive position within the Supplier's business, be suitably qualified and be fully authorised by the Supplier to exercise the authority described in clause 26.2(a)

26.3 No personal guarantee

Nothing in this clause 26 will amount to a personal guarantee by:

- (a) the Principal's Representative of any of the Principal's obligations under this Agreement; or
- (b) the Supplier's Representative of any of the Supplier's obligations under this Agreement.

26.4 Availability of Representatives

The parties must ensure that their own Representative is contactable (on a reasonable basis) by the other Representative both during and outside Business Hours, and, in relation to the Supplier only, must ensure that its Representative responds to the Principal's Representative within 4 Business Hours of the Principal's Representatives' contact with the Supplier's Representative.

26.5 Notices given to Representatives

Any direction, instruction, notice, determination, approval or other communication given to a party's Representative is deemed to have been made or given to that party.

27. Meetings

- (a) The Representatives (or a delegate authorised by a Representative) will meet:
 - (i) once each month during the Term of this Agreement (or at such other time and frequency as notified in writing by the Principal from time to time) to discuss the operation of the Agreement and other matters as requested by the Principal; and
 - (ii) within twenty (20) Business Days following the completion of each Quarter to discuss and review the Supplier's performance in detail, including to discuss the detail of the relevant Quarterly Status Report and other matters as requested by the Principal.
- (b) The Supplier's Representative and, where required by the Principal, applicable Supplier Personnel, must be reasonably available to meet with the Principal's Representative upon request to discuss any aspect of this Agreement or any issues arising from or as a result of the Supplier's performance of its obligations, or exercise of its rights, under this Agreement.

28. Independent Certifier

- (a) The Supplier must, at its own cost, appoint an Independent Certifier:
 - (i) who is qualified and capable of performing the functions and duties described in this clause 28(a) in an independent and impartial manner;
 - (ii) approved by the Principal in writing (acting reasonably); and
 - (iii) on terms approved by the Principal (acting reasonably),
 to:
 - (iv) certify design and engineering compliance as contemplated in clause 10.1(d)(iv);
 - (v) carry out the following inspections of Advertising Assets in accordance with the timeframes specified in the Schedule 10 (Scope of Certification) as follows:
 - A. structural inspection: inspection of all uprights, beams, frames, cladding, footings, ladders, chains, cables, gantries and bolts used in each Advertising Asset in accordance with, and to ensure that they comply with, the engineering standard available at <https://www.transport.nsw.gov.au/industry/asset-management-branch> (as may be updated from time to time); and
 - B. electrical inspection: inspection of all electrical low voltage components included in the Advertising Assets in accordance with, and to ensure that they comply with, the engineering standard available at <https://www.transport.nsw.gov.au/industry/asset-management-branch> (as may be updated from time to time),
 in order to ensure their compliance with all relevant Laws, Statutory Requirements and standards;

- (vi) carry out the review and produce the report contemplated by clause 25.4(a); and
 - (vii) otherwise carry out the services set out in Schedule 10 (Scope of Certification).
- (b) The Supplier must not terminate an appointed Independent Certifier without the Principal's prior written approval (which must not be unreasonably withheld).
- (c) If the Independent Certifier identifies any issues associated with an Advertising Asset in a certificate set out in Schedule 10 (Scope of Certification), the Supplier must at its own cost:
- (i) repair that Advertising Asset to appropriately remedy the issue; or
 - (ii) remove that Advertising Asset and replace it with another Advertising Asset in which case the Approved AADP that applied to the Advertising Asset to be replaced will apply together with any changes reasonably required by the Principal.
- (d) An act or omission (including any certification or determination) of the Independent Certifier will not:
- (i) relieve the Supplier from, or alter or affect, the Supplier's liabilities, obligations or responsibilities to the Principal whether under this Agreement or otherwise according to Law;
 - (ii) prejudice or limit the Principal's rights against the Supplier whether under this Agreement or otherwise according to Law; or
 - (iii) entitle the Supplier to make any Claim against the Principal.
- (e) Without limiting clauses 28(d) or 10.7(k), a certification or determination by the Independent Certifier will not:
- (i) constitute an approval by the Principal of the Supplier's performance of its obligations under this Agreement; or
 - (ii) be taken as an admission or evidence that the Works, or any other matters certified or determined by the Independent Certifier comply with this Agreement.
- (f) The Supplier warrants to the Principal, and must procure that the appointed Independent Certifier warrants, that the Independent Certifier, in performing its obligations under the Independent Certifier Deed, will:
- (i) act independently and impartially;
 - (ii) act honestly, reasonably and with the degree of professional care, knowledge, experience, skill and diligence which may reasonably be expected of a firm experienced in the performance of the same or similar services;
 - (iii) act within the times prescribed under the Agreement, or, where no time is prescribed, within a reasonable time; and
 - (iv) arrive at a reasonable measure or value of work, quantities or time (if applicable).

29. Contract Management Plan and Maintenance Plan

- (a) The Supplier must deliver to the Principal's Representative within seven (7) days of the Commencement Date a draft Contract Management Plan in accordance with clause 29(f) and a draft Maintenance Plan in accordance with clause 29(g) for the Principal's written approval.
- (b) The Contract Management Plan and the Maintenance Plan must be finalised by the Supplier and in a form approved in writing by the Principal (taking into account of any comments provided by the Principal in relation to the Contract Management Plan and/or Maintenance Plan submitted to the Principal's Representative) within thirty (30) days after the Commencement Date.
- (c) Without limiting any other obligation of the Supplier under this Agreement, the Supplier must comply (and must ensure that its Personnel comply) with the finalised Contract Management Plan under paragraph (b) (or any updated finalised Contract Management Plan under paragraph (d)) and the finalised Maintenance Plan under paragraph (b) (or any updated finalised Maintenance Plan under paragraph (d)) throughout the Term and, where applicable, the Disengagement Period.
- (d) If there is a new Approved AADP or any variation of this Agreement or an Approved AADP which affects the Contract Management Plan or the Maintenance Plan, the Supplier must, within fourteen (14) days of the variation, deliver to the Principal's Representative an updated Contract Management Plan or Maintenance Plan (as applicable) for the Principal's approval. The updated Contract Management Plan or Maintenance Plan (as applicable) must be finalised by the Supplier and be in a form acceptable to the Principal (taking account of any comments provided by the Principal) within fourteen (14) days after the variation (or such later date as agreed to by the Principal in writing). Upon approval by the Principal in writing, the updated Contract Management Plan or Maintenance Plan (as applicable) will replace the previous Contract Management Plan or Maintenance Plan (as applicable). Without limiting the foregoing, the Supplier must deliver to the Principal's Representative a copy of the then-current Contract Management Plan and Maintenance Plan within twenty one (21) days of each anniversary of the Commencement Date.
- (e) Notwithstanding any other clause of this Agreement, the Supplier will not be permitted to install any Advertising Asset until the updated Contract Management Plan has been approved by the Principal in writing.
- (f) The Contract Management Plan must include, at a minimum, the following details and documents:
 - (i) the strategy for maximising utilisation of Advertising Assets and optimisation of Advertising Sales;
 - (ii) a copy of the then current sales or asset cards for all Advertising Assets;
 - (iii) a copy of the then current Station maps showing the locations, by format type, of all Advertising Assets;
 - (iv) a copy of the Supplier's relevant policies and objectives;
 - (v) copies of policies and procedures that include:
 - A. management of any work including a process to ensure that such work is monitored;
 - B. management of appropriate records for establishing performance, including the process for ensuring that safety,

- housekeeping, graffiti removal and vandalism are recorded, managed and monitored;
- C. the process for checking/auditing and monitoring the performance of the Supplier's obligations;
- D. management of Contractors;
- E. management of variations, ensuring that Personnel have been informed of and understand changes in the Supplier; and
- F. consultation of reporting procedures;
- (vi) a document that demonstrates the Supplier's compliance with all relevant Policies, Codes and Standards; and
- (vii) name and contact details of all approved Contractors to be engaged, or being engaged, during the Term and the Disengagement Period.
- (g) The Maintenance Plan must include, at a minimum, the following details and documents:
 - (i) the types of proactive and reactive maintenance Works that will be undertaken by the Supplier;
 - (ii) the Supplier's policies and procedures for inspecting Advertising Assets at least once every 12 months;
 - (iii) the scheduled frequency for maintenance Works by the Supplier in relation to the Advertising Assets;
 - (iv) how any maintenance Works will be reported to the Principal (which reports must include the Supplier's procedures for ensuring that the Principal is notified when those Works have been carried out and when the Advertising Asset is back to its Normal Operating Condition); and
 - (v) the Supplier's procedures for ensuring its continued compliance with its obligations under this Agreement.

30. Reporting

The Supplier must provide to the Principal the reports set out in Schedule 5 (Reports) in accordance with that schedule, as amended by the Principal from time to time by written notice from the Principal to the Supplier.

Part I – Guarantees

31. Bank Guarantee

- (a) Within thirty (30) days of the Commencement Date, the Supplier must provide the Principal with a duly executed unconditional and irrevocable undertaking to pay the Guarantee Amount in the form set out in Schedule 9 (Form of Bank Guarantee) in favour of the Principal and from an Australian bank with a credit rating no less than A – (Standard and Poors) / A3 (Moody's) / A – (Fitch) with a branch in Sydney (**Bank Guarantee**).
- (b) The Supplier must ensure the Bank Guarantee is for the period of the Initial Term plus six (6) months and must, in the event of an Extended Term pursuant to clause 22.2 and at least one (1) month before the Initial Expiry Date, replace it with a replacement Bank Guarantee in the same form for the period of the Extended Term plus six (6) months. The Principal will, subject to any rights of recourse to the Bank Guarantee, return the original Bank Guarantee provided by the Supplier at the same time as the Supplier provides the Principal with the replacement Bank Guarantee.
- (c) The Principal may have recourse to the Bank Guarantee if:
 - (i) it has an entitlement to payment of monies or any moneys due under or in connection with this Agreement;
 - (ii) the Supplier is in breach or default of any of its obligations under this Agreement;
 - (iii) the Supplier commits or suffers an Insolvency Event;
 - (iv) the Supplier fails to provide the replacement Bank Guarantee in accordance with clause 31(b) and the cash proceeds of that recourse will be treated as Security for the purposes of this clause 31; or
 - (v) the Supplier fails to renew the Bank Guarantee in accordance with clause 31(g).
- (d) The Principal is not required to give the Supplier any notice of its intention to have recourse to the Bank Guarantee.
- (e) The Supplier must not take any steps to injunct or otherwise restrain or limit:
 - (i) the issuer of the Bank Guarantee from paying the Principal pursuant to the Bank Guarantee;
 - (ii) the Principal from making a demand under the Bank Guarantee or receiving payment under the Bank Guarantee; or
 - (iii) the Principal from using the proceeds of the Bank Guarantee.
- (f) In the event the Principal receives payment under a Bank Guarantee, the Principal may give the Supplier written notice to provide it with another Bank Guarantee equal to the amount of the payment received by the Principal under the Bank Guarantee.
- (g) Within seven (7) days of receipt of the notice referred to in clause 31(f), the Supplier must give the Principal another Bank Guarantee in the amount specified in the notice and otherwise in the form set out in Schedule 9 (Form of Bank Guarantee).

- (h) Subject to any Claim or recourse that the Principal may have in relation to the Bank Guarantee, the unused portion of the Bank Guarantee will be returned to the Supplier by the Principal within three (3) Months after the end of the Disengagement Period.

32. Parent Company Guarantee

- (a) Within thirty (30) days of the Commencement Date, the Supplier must provide to the Principal a duly executed parent company guarantee in the form attached in Schedule 8 (Form of Parent Company Guarantee), executed by the Guarantor.
- (b) Subject to the requirements of all applicable Law, the Principal may notify the Supplier if the Principal becomes aware that a Guarantor Financial Capacity Event has occurred.
- (c) Within 15 Business Days of the Principal's notice under clause 32(b), the Supplier must provide the Principal with a Guarantor Financial Mitigation Plan in response to the Guarantor Financial Capacity Event which must contain information including:
- (i) the nature of the Guarantor Financial Capacity Event;
 - (ii) any adverse effect of the Guarantor Financial Capacity Event on Guarantor's ability to continue to perform its obligations and meet its liabilities under the Parent Company Guarantee;
 - (iii) the steps that the Guarantor proposes to take to mitigate any adverse effect arising from the Guarantor Financial Capacity Event; and
 - (iv) any other information reasonably requested by the Principal.
- (d) If, in the opinion of the Principal (acting reasonably):
- (i) a Guarantor Financial Mitigation Plan will not; or
 - (ii) 6 months after the provision of a Guarantor Financial Mitigation Plan (or such longer period as agreed by the parties) (**Guarantor Cure Period**), the Guarantor fails to,
- avoid, mitigate or minimise the adverse effect of a Guarantor Financial Capacity Event, the Principal may notify the Supplier requesting the Supplier to provide a replacement Parent Company Guarantee.
- (e) A notice under clause 32(d) must set out the reasons for the Principal's request and, where clause 32(d)(i) applies, must be given within 10 Business Days after the date of Supplier's submission of the Guarantor Financial Mitigation Plan.
- (f) The Supplier must, within 10 Business Days of the Principal's notice under clause 32(d), provide to the Principal a replacement Parent Company Guarantee in the form attached in Schedule 8 (Form of Parent Company Guarantee) duly executed by a replacement Guarantor approved by the Principal, failing which the Principal may upon giving five (5) Business Days' notice in writing to the Supplier, terminate this Agreement in accordance with clause 23.2(a).

Part J – Intellectual Property And Confidentiality

33. Intellectual Property Rights

- (a) The Supplier grants to the Principal a world-wide, non-exclusive, transferable, sub-licensable, perpetual licence to use, copy and modify the Intellectual Property Rights in the Deliverables for the Principal's own purposes.
- (b) The Supplier must procure from all Supplier Personnel involved in the development of Deliverables a Moral Rights consent in the form approved in writing by the Principal.
- (c) The Supplier must, at the Principal's request, provide to the Principal such evidence as the Principal may reasonably require in order to satisfy itself that the Supplier has complied with its obligations under this clause 33.

34. Confidentiality

34.1 General requirement and prohibition

- (a) The Supplier must maintain, and take all reasonable steps necessary to maintain, the confidentiality of all of the Principal's Confidential Information and must only use the Confidential Information of the Principal to the extent necessary to enable the party to perform its obligations or exercise its rights under this Agreement.
- (b) The Supplier must not, at any time, whether before or after the expiration or termination of this Agreement, without the prior written consent of the Principal, copy or disclose or suffer or permit its Personnel to copy or disclose to any person:
 - (i) any Confidential Information of the Principal; or
 - (ii) any of the contents of this Agreement or any of the commercial bases thereof or any information relating to the negotiations concerning the same.

34.2 Publicity

The Supplier must (and must ensure that its Personnel do likewise):

- (a) not make any comment or issue any information, publication, document or article for publication concerning this Agreement or the Services in any form of media (including, for clarity, social media and trade press media) without the prior written approval of the Principal; and
- (b) refer to the Principal any enquiries concerning this Agreement or the Services from any media.

34.3 Exceptions

The restrictions imposed by clause 34.1(b) will not apply to the disclosure of any information:

- (a) which is now or hereafter comes into the public domain through no default of the Supplier or its Personnel or which is obtainable with no more than reasonable diligence from sources other than the parties;
- (b) which is required to be disclosed by Law or the Listing Rules of Australian Stock Exchange Limited;

- (c) to or by any Government Agency or Minister for any legitimate government purpose or process including pursuant to the GIPA Act;
- (d) to a court, arbitrator or administrative tribunal in the course of proceedings before it or him to which the Supplier is a party or to an expert in the course of any determination by him to which the Supplier is a party; or
- (e) which, in the reasonable opinion of the Supplier, is required to be disclosed to:
 - (i) any prospective lender to the Supplier;
 - (ii) any insurer in relation to this Agreement; or
 - (iii) any of the Supplier's or the Principal's Personnel or any other party to the extent disclosure is reasonably necessary to enable the parties to comply with their obligations under this Agreement,

provided that the Supplier obtains and, if so required by the Principal, enforces an undertaking from each such person to comply with clauses 34.1 and 34.2.

34.4 Actions on termination, expiry or the Principal's request

- (a) Immediately upon termination or expiration of this Agreement or on request by the Principal, the Supplier must immediately return to the Principal, destroy or, in the case of machine readable records, delete all Confidential Information of the Principal in the Supplier's possession or control.
- (b) When the Supplier has complied with its obligations under clause 34.4(a) it must certify to the Principal that all such Confidential Information has been returned, destroyed or deleted.

34.5 Injunctions

The Supplier acknowledges that:

- (a) a breach of this clause 34 would be harmful to the business interests of the Principal;
- (b) monetary damages alone would not be a sufficient remedy for a breach of this clause 34; and
- (c) in addition to any other remedy that may be available in Law or in equity, the Principal is entitled to such injunctive relief as may be deemed proper by a court of competent jurisdiction to prevent a breach of this clause 34 by the Supplier and to compel specific performance of it.

Part K – Warranties, Indemnities & Insurance

35. Warranties

35.1 Supplier's warranties as to knowledge

The Supplier represents and warrants to the Principal and the Principal's Related Entities that:

- (a) the Supplier (and any Supplier's Related Entity) has, and is deemed to have:
 - (i) carefully examined all information relevant to the risks, contingencies and other circumstances foreseeable by an experienced contractor, that could arise during the course of this Agreement and affect the cost of carrying out its obligations under this Agreement;
 - (ii) visited and carefully examined examples of each Configuration of Advertising Asset and the Sites and has done everything possible to inform itself fully as to the physical conditions that may affect the execution of its obligations under this Agreement, including the time for performing such obligations;
 - (iii) informed itself as to the availability and cost of labour including the cost of complying with obligations imposed by any relevant award, site agreement, or workplace agreement;
 - (iv) informed itself as to, and satisfied itself that it can comply with, all Laws relating to the work under this Agreement;
 - (v) read and understood the Policies, Codes and Standards; and
 - (vi) allowed for and included in the amounts payable under this Agreement the costs of complying with all of the Supplier's obligations under this Agreement and of all matters and things necessary for the due and proper execution and completion of the work under this Agreement; and
- (b) the Principal, by its Personnel, Related Entities or otherwise, has made no warranties, representations or guarantees, express or implied, to the Supplier or to the Supplier's Personnel in relation to:
 - (i) the volume of Advertising Agreements or trade that might reasonably be anticipated by the Supplier including in relation to any Advertising Sales Projection set out in Table A of Schedule 3 (Price and Payment), which the Supplier acknowledges are provided for information only;
 - (ii) the condition of any Included Infrastructure, any Site or any other location relevant to this Agreement (including, without limitation, as to suitability and visibility);
 - (iii) the income, profitability or financial viability of any matter connected in any way with Advertising on the Advertising Assets; or
 - (iv) the likelihood of the Principal extending this Agreement.

35.2 Supplier's warranties as to care and skill

The Supplier represents and warrants to the Principal and the Principal's Related Entities that it (and any Supplier's Related Entity):

- (a) has the appropriate qualifications and experience for the execution and completion of the work under this Agreement to the standard required by this Agreement;
- (b) will exercise a high standard of skill, care, judgment and diligence in the execution and completion of the work under this Agreement; and
- (c) will, in causing the work under this Agreement to be supervised, coordinated, controlled and carried out, ensure that others for which it is responsible exercise a high level of skill, care, judgment and diligence in the performance of the Supplier's obligations under this Agreement.

35.3 Conflict of Interest

- (a) The Supplier represents and warrants to the Principal on an ongoing basis that neither it, nor any of its Personnel, has a Conflict of Interest under this Agreement.
- (b) If the Supplier becomes aware that it or any of its Personnel do or will have a Conflict of Interest, then the Supplier must immediately inform the Principal, in writing, with full details of that Conflict of Interest.
- (c) The Supplier must comply with all reasonable directions of the Principal requiring it to resolve or otherwise deal with any Conflict of Interest.
- (d) This clause 35.3 will operate without prejudice to any other rights which the Principal may have arising out, or in respect of, the existence of any Conflict of Interest or potential Conflict of Interest.

35.4 Warranty in relation to Offer

- (a) The Supplier:
 - (i) represents and warrants to the Principal that all information contained within the Offer is true, accurate and complete; and
 - (ii) acknowledges that the Principal has relied on information provided to the Principal in the Offer prior to entering into this Agreement. Unless expressly excluded in this Agreement, the Supplier represents and warrants the accuracy, currency and completeness of that information as at the Commencement Date.

35.5 General warranties

Each party represents and warrants to the other party that:

- (a) as at the date of this Agreement it has full power and authority to enter into and perform its obligations under this Agreement and it has taken all necessary action to authorise the execution, delivery and performance of this Agreement; and
- (b) this Agreement constitutes legal, valid and binding obligations on the party.

35.6 Principal's exclusions

Subject to any express provisions to the contrary or provisions that are implied by Law and cannot be excluded, all terms, conditions, warranties and statements, whether implied, written, oral, collateral, statutory or otherwise in relation to the Principal's Infrastructure, the grant of

rights to place Advertising Assets on them and their suitability for Advertising Assets is excluded to the maximum extent permitted by Law. Where by Law any liability cannot be excluded, then it is limited to the minimum amount or obligation permitted by Law.

36. Indemnities

36.1 General indemnity

To the fullest extent permitted by Law, the Supplier indemnifies, and will hold, the Principal, the Principal's Related Entities and its Personnel, officers, servants, agents, licensees and assignees (each, an **Indemnified Party** and together, the **Indemnified Parties**) harmless from and against any and all Loss suffered, incurred or sustained by the Indemnified Parties as a result of or in connection with:

- (a) a breach by the Supplier or its Personnel or Representatives of the provisions of clause 34 (Confidentiality);
- (b) any Personal Injury arising out of or otherwise in connection with any act or omission of the Supplier or its Personnel or Representatives;
- (c) any fraud (including fraudulent misrepresentation) or wilful misconduct of the Supplier or any of its Personnel or Representatives;
- (d) damage, destruction or harm to the Environment or contamination caused by the Supplier or any of its Personnel or Representatives, except to the extent such damage, destruction or harm is permitted by Law;
- (e) any Claim made or brought by any person arising out of or in connection with the Advertising Material or Advertising Assets, including:
 - (i) any Claim alleging that the Advertising Material or Advertising Assets (in so far as they incorporate or depict material provided by the Supplier) is harmful, inaccurate, misleading or deceptive, pornographic, abusive, obscene, threatening, defamatory, seditious, contrary to public policy or insulting to the public or to a section of the public, encourages illegal activities, or that infringes the rights of any third party; or
 - (ii) any Claim alleging that the Advertising Material infringes the Intellectual Property Rights or other rights of any person;
- (f) any Claim made or brought by any person arising out of or in connection with the Deliverables, including any Claim alleging that a Deliverable infringes the Intellectual Property Rights or other rights of any person;
- (g) any Claim made or brought by any person arising out of or in connection with the Policies, Codes and Standards in connection with this Agreement;
- (h) the upgrade, construction, installation, modification or removal of Advertising Assets or the installation, display or content of Advertising Material;
- (i) the operations, activities or presence of the Supplier or its Personnel or Representatives or their respective equipment on property;
- (j) the Supplier's failure to perform an obligation imposed on it by this Agreement;
- (k) any Claim made or brought by an Advertiser;
- (l) any Claim made or brought by any of the Supplier's Personnel;

- (m) a breach of Laws in connection with this Agreement by the Supplier or its Personnel;
- (n) any costs arising from breaches by the Supplier or its Personnel of any Statutory Requirements or the Agreement relating to safety, which result in Claims against the Principal;
- (o) a breach by the Supplier or its Personnel of clause 35 (Warranties);
- (p) a breach by the Supplier or its Personnel of clause 12.5 (Removal of Advertising Material) and any action taken by the Principal pursuant to clause 12.5 (Removal of Advertising Material), including as a result of any action taken by an Advertiser or third party affected by the removal of the Advertising Material or inability to make available the Advertising Material;
- (q) any loss or damage to any of the Principal's property (including the Principal's Infrastructure and any Advertising Assets owned by the Principal);
- (r) any loss or damage to the Supplier Owned Assets;
- (s) any loss or damage to the property of third parties;
- (t) the provision of alternative transport to the travelling public arising out of or in connection with an act, default or omission of the Supplier or its Personnel ; and
- (u) the:
 - (i) presence of the Supplier's Personnel or Representatives or their respective equipment on the property owned or controlled by the Principal or other property;
 - (ii) proper performance or exercise by the Principal of any act, entitlement, power or discretion under this Agreement;
 - (iii) Supplier's or any Supplier Representatives' operations under this Agreement; or
 - (iv) operation of this Agreement generally,
 except to the extent to which the Loss is due to the wilful default of the Principal or the Personnel of the Principal.

For the avoidance of doubt, the indemnities given in this Agreement shall apply whether or not legal proceedings are instituted, and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination. Such indemnities will survive the termination of this Agreement.

36.2 Limitation of liability

- (a) To the extent permitted by Law and subject to clause 36.2(b), in no event will the aggregate liability of the Principal to the Supplier or to any third party for Loss arising out of or in connection with this Agreement, exceed the amount specified in Item 10 of Schedule 1 (General Particulars), regardless of the cause or form of action.
- (b) To the extent permitted by Law, under no circumstances will the Principal be liable for any Consequential Loss.

- (c) The limitations and exclusions in clauses 36.2(a) to 36.2(b) shall apply whether the Claim arises from breach of contract or tort (including negligence) or under any other theory of liability.
- (d) To the extent that the indemnity in clause 36 or the warranties in clause 35 extend to persons (including the Principal's Personnel or Representatives) who are not parties to the Agreement, the Supplier acknowledges that the Principal has sought and obtained that indemnity and warranty:
 - (i) as agent for and on behalf of those persons (including the Principal's Personnel and Representatives); and
 - (ii) as trustee for each of the Principal's Personnel and Representatives and holds the benefit of that indemnity and warranty on trust for those persons.

It is further agreed that the Principal may enforce the indemnity and warranty for and on behalf of any relevant Principal Personnel and/or Representatives for their benefit and that such persons may plead the indemnity and warranty in answer to any Claim made by the Supplier against them.

36.3 Process

If a Claim to which clause 36.1 applies is made against any party (or any party's Personnel), the following procedures apply:

- (a) the party to be indemnified must notify the indemnifying party within a reasonable time upon being aware of any allegation or Claim that might fall within the scope of the indemnities;
- (b) the party to be indemnified must not settle or compromise or attempt to settle or compromise the Claim except upon the express instructions of the indemnifying party; and
- (c) to the extent permitted by Law, the party to be indemnified must give the indemnifying party exclusive authority to conduct and/or settle such Claim (at the expense of the party to be indemnified).

36.4 IPR Claims

- (a) If any person makes a Claim to which either clause 36.1(e)(ii) or 36.1(f) applies (an **IPR Claim**) or, in either party's reasonable opinion, an IPR Claim is likely to be made, the Supplier must, with minimal disruption to the Principal, at the Principal's option, promptly and at its own expense either:
 - (i) procure for the Principal the right to continue using, copying, modifying, possessing or receiving the infringing Advertising Material or Deliverable (an **Infringing Item**) free from any IPR Claim;
 - (ii) modify the Infringing Item, so that the Principal is able to continue using, copying, modifying, possessing or receiving the Infringing Item free from any IPR Claim; or
 - (iii) replace the Infringing Item with a non-infringing substitute item that complies with the Supplier's obligations under this Agreement.
- (b) If the Supplier fails to comply with clause 36.4(a) within ten (10) Business Days of becoming aware of any IPR Claim, or if the Principal is not reasonably satisfied with any modification made by the Supplier pursuant to clause 36.4(a)(ii) or replacement made by the Supplier pursuant to clause 36.4(a)(iii), then:

- (i) the Supplier must comply (including by paying money) with any reasonable settlement of an IPR Claim which is negotiated by the Principal; and
- (ii) the Principal may terminate this Agreement in whole or in part with immediate effect by providing written notice to the Supplier and, without prejudice to the Principal's other rights and remedies.

37. Insurance

37.1 Supplier's insurances

The Supplier must have and maintain the Required Insurances:

- (a) with an insurer that:
 - (i) is authorised under the *Insurance Act 1973* (Cth) to carry on an insurance business in Australia and is supervised by the Australian Prudential Regulation Authority (APRA); and
 - (ii) which has a security rating of not less than A from Standard & Poor's, A2 from Moody's Investor Services or A – from A.M. Best Company; and
- (b) on reasonable terms; and
- (c) which comply with the requirements of clause 37.2.

37.2 Required Insurance

For the purposes of this clause 37, **Required Insurance** means from the Commencement Date:

- (a) public and products liability insurance:
 - (i) to cover all amounts that the Supplier may become legally liable to pay as compensation consequent upon death of, or bodily injury (including Personal Injury) to, any person or loss of, or damage to, property (including any property of the Principal (such as the Principal's Infrastructure) and the Supplier Owned Assets), happening anywhere in Australia arising out of or in connection with this Agreement;
 - (ii) for at least the amount of cover specified in Item 6 of Schedule 1 (General Particulars);
 - (iii) on an 'occurrence' basis for the duration of this Agreement;
 - (iv) which must not contain any exclusions or limitations in respect of Services on or near a Railway;
 - (v) in the case of public liability insurance, to be maintained until after the Disengagement Period or Termination Date, whichever is the later; and
 - (vi) in the case of product liability insurance, to be maintained until the expiry of 6 years following the end of this Agreement;

- (b) professional indemnity insurance:
 - (i) which covers liability of the Supplier arising from a breach of duty owed in a professional capacity, whether owed in contract or otherwise by any negligent act or omission of the Supplier or its Personnel;
 - (ii) which includes cover for unintentional breaches of Intellectual Property Rights and trade practices related legislation;
 - (iii) with a limit of liability of not less than the amount specified in Item 6 of Schedule 1 (General Particulars) in respect of the performance of the Supplier's obligations in connection with this Agreement;
 - (iv) with a definition of 'profession' wide enough to cover all professional services to be provided by the Supplier in performing its obligations under this Agreement or in relation to the exercise of the Supplier's rights under this Agreement; and
 - (v) to be maintained until 6 years following the end of this Agreement;
- (c) property insurance to the limit not less than the amount specified in Item 6 of Schedule 1 (General Particulars) and covering all Advertising Assets until the Supplier ceases to bear the risk of loss of or damage to the Advertising Assets as well as addressing any other requirements for such insurance as may be specified in Item 6;
- (d) workers compensation insurance:
 - (i) which covers claims and liabilities arising, whether at common law or statute relating to workers compensation or employer's liability, from any accident or injury to any person employed by the Supplier in connection with this Agreement and the Supplier must ensure that all sub-contractors are similarly insured with respect to their employees;
 - (ii) which must be in compliance with the Laws of New South Wales; and
 - (iii) to be maintained at all times at which the Supplier performs services under this Agreement;
- (e) motor vehicle insurance:
 - (i) which covers own damage and third party property damage to a limit;
 - (ii) which includes for compulsory third party insurance, in respect of claims arising from bodily injury, under any relevant statutory insurance scheme;
 - (iii) with limits not less than the amount specified in Item 6 of Schedule 1 (General Particulars); and
 - (iv) to be maintained at all times that vehicles are to be used by the Supplier under this Agreement; and
- (f) all other insurances required by Law,

which, subject to clause 37.4(b)(i), names the Principal as an insured, to the limits set out above or as notified to the Supplier by the Principal in writing from time to time (as applicable)

37.3 Review of Required Insurance

The Principal and the Supplier will annually review the Required Insurance, including the level of insurance cover and should the Principal acting reasonably, require the Supplier to have additional insurance, then this additional insurance will be included as Required Insurance. The Supplier must obtain the additional insurance within fourteen (14) days of receipt of notification from the Principal of its requirement and provide the Principal with a copy of a Certificate of Currency showing the revised Required Insurance is in effect.

37.4 Further obligations in respect of insurance

The Supplier must:

- (a) whenever requested by the Principal, provide to the Principal evidence of the terms and certificates of currency of the Required Insurances:
 - (i) that specify the 'Business of the Insured' as declared to the Supplier's insurers; and
 - (ii) if the products are used on or near rail, must provide confirmation that the Required Insurance does not exclude cover in respect of products used on or near rail;
- (b) in respect of the Required Insurance:
 - (i) the Supplier must ensure the Principal is included as an additional insured under the public and products liability insurance policy; and
 - (ii) the Supplier and all Contractors will supply a copy of their workers compensation insurance prior to commencing work on the Principal's Infrastructure; and
- (c) promptly notify the Principal if the Supplier:
 - (i) becomes aware that any of the conditions to the issuing and coverage of the Required Insurance are not, or are no longer, satisfied; and/or
 - (ii) becomes aware that the Required Insurance has been, or is about to be cancelled, or a notice of cancellation or other material notice under the Required Insurance has been or is about to be issued by the insurers (and, upon the issuing of any such notice, it must provide a copy of the notice to the Principal).

37.5 Mutual information and assistance

Each party must give all such information and assistance to the other party as may be reasonably practicable and, if requested by the other party, give to the other party a statutory declaration as to any matters relating to any Claim that is the subject of any insurance claim.

37.6 Notification of claims

The Supplier must:

- (a) promptly notify the Principal in writing if the Supplier has made or is making Claims under the Required Insurance that may affect the remaining cover provided by the Required Insurance; or
- (b) other than in respect of Workers Compensation insurance, notify the Principal in writing of any Claim or facts, circumstance or event which is likely to give rise to a Claim in connection with this Agreement under any of the Required Insurances; and

- (c) provide such further information to the Principal in relation to the Claim as the Principal may reasonably require, including by keeping the Principal's Representative informed of any subsequent action and developments which may result in further erosion of any policy aggregate limit.

37.7 Failure to effect insurance

- (a) If the Supplier fails to obtain or maintain, or provide evidence of, any Required Insurance as required by this Agreement, the Principal may (without limiting its right to terminate this Agreement or its other rights or remedies) obtain and maintain a Required Insurance and recover the cost directly from the Supplier or by set-off in accordance with clause 18.3. Any costs incurred by the Principal under this clause 37.7(a) will be a debt due and payable to the Principal by the Supplier.
- (b) The Principal's rights under this clause 37.7 will not have the effect of reducing the Supplier's obligations to comply with this clause 37.

37.8 Cross liability

Where this Agreement requires insurance to be in the name of more than one insured party, the Supplier must ensure that the relevant insurance policy provides that:

- (a) insofar as the policy may cover more than one insured, all insuring agreements and endorsements (with the exception of limits of liability) will operate in the same manner as if there were a separate policy of insurance covering each named insured;
- (b) the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any of the parties covered as an insured and that failure by any insured to observe and fulfil the terms of the policy will not prejudice the insurance in regard to any other insured;
- (c) any nondisclosure by one insured does not prejudice the right of any other insured to claim on the policy; and
- (d) a notice to the insurer by one insured will be deemed to be notice by all insured parties.

37.9 Liabilities unaffected

The effecting of insurance by the Supplier or the Principal and the approval of any insurance policy, terms of insurance or insurer by the Principal's Representative does not limit, derogate or affect any obligations or liabilities of the Supplier (including the obligation to effect the insurances required by the Agreement).

Part L – Assignment & Subcontracting

38. Assignment

38.1 Assignment by the Principal

- (a) The Principal may, without the prior written consent of the Supplier, assign, novate, transfer or otherwise deal with any or all of its rights, or obligations under this Agreement at any time and the Supplier must promptly execute any document reasonably required to give effect to the assignment, novation, transfer or dealing.
- (b) Without limiting the generality of clause 38.1(a) or any of the Principal's rights under this Agreement, the Supplier acknowledges and agrees:
 - (i) that this Agreement, any part of this Agreement, and any assets, rights or liabilities that the Principal holds in connection with this Agreement, may be novated, assigned or otherwise dealt with or transferred, in whole or in part, from the Principal to any other Government Agency or entity established by the New South Wales Government including, without limitation, to TfNSW, Sydney Trains or TAHE;
 - (ii) to promptly undertake all actions required by the Principal to effect, or in connection with, such a novation, assignment or other transfer, including promptly executing any instrument in relation to the same; and
 - (iii) that it is not entitled to make, and the Principal and any person to which this Agreement is novated, assigned or transferred in accordance with paragraph (b)(i) will not be liable upon, any Claim arising from or in connection with any matter, transfer, novation or assignment contemplated by this clause 38.1.
- (c) The Supplier acknowledges and agrees that the Principal may at any time require any payments to be made to the Principal under this Agreement to instead be made to a third party nominated by the Principal. The Supplier must promptly comply with any such direction.

38.2 Assignment by the Supplier

- (a) The Supplier must not:
 - (i) assign, novate, transfer or otherwise deal with any or all of its rights or obligations under this Agreement; or
 - (ii) sell, transfer, lease, licence or otherwise dispose of or deal with any interest in this Agreement or the work under this Agreement,

without the prior written approval of the Principal, which may be given or withheld at the Principal's absolute discretion.
- (b) Any Change of Control Event will be deemed an assignment under clause 38.2(a)(i).

39. Subcontracting

39.1 Consent

- (a) Subject to clause 39.1(c), the Supplier must not subcontract the whole or part of the performance of any of its obligations under this Agreement without the prior written consent of the Principal.

- (b) The Supplier must not subcontract its obligations relating to any form of sales or marketing activity under this Agreement, including in relation to the procurement of Advertisers or Advertising Material.
- (c) The Supplier must not engage a Contractor unless:
 - (i) the Supplier has obtained the prior written consent of the Principal's Representative;
 - (ii) the Contractor is engaged on the same terms as those which are imposed on the Supplier under this Agreement (to the extent that they are applicable);
 - (iii) the Contractor is suitably qualified to carry out the Services; and
 - (iv) in respect of any electrical Works or other Works notified by the Principal to the Supplier from time to time, the Contractor is on the relevant Principal's Panel as and if directed by the Principal.
- (d) The Supplier acknowledges and agrees that the Principal accepts no liability in respect of the performance or adequacy of contractors on the relevant Principal's Panel and the relevant Principal's Panel is subject to change without notice to the Supplier.
- (e) The Supplier will pay the Principal's reasonable costs, including legal costs, of giving its consent under this clause. Any such costs incurred by the Principal will be a debt due and payable to the Principal by the Supplier.
- (f) The Supplier must ensure that a Contractor does not engage a Contractor to perform the Services or any part of the Services unless:
 - (i) the Supplier has obtained the prior written consent of the Principal's Representative;
 - (ii) the Contractor is subject to the same terms as those which are imposed on the Supplier under this Agreement (to the extent that they are applicable); and
 - (iii) the Contractor is suitably qualified to perform the Services.
- (g) Where the Supplier engages a Contractor in accordance with this clause 39.1, the Supplier acknowledges and agrees that such engagement will be deemed to be a variation to this Agreement which affects the Contract Management Plan for the purposes of clause 29(d). For clarity, any such variation will not be a Variation which requires the prior written agreement of both parties for the purposes of clause 42.

39.2 Discretion to withhold

The Principal may withhold any consent in connection with this clause 39 at its absolute discretion.

39.3 The Supplier is responsible

- (a) The Supplier is responsible for ensuring the suitability of a Contractor and subcontracting will not relieve the Supplier from any liability or obligation under this Agreement. The Supplier:

- (i) warrants that it has satisfied itself that any Contractor has the necessary suitability, reliability, safety systems, expertise and financial standing to carry out the relevant works safely; and
- (ii) will be liable to the Principal for the acts, defaults or omissions of its Contractors and of the Personnel of its Contractors as if they were the acts, defaults or omissions of the Supplier.
- (b) The Supplier engaging a Contractor to perform all or part of the Services or any other obligation required under this Agreement will not relieve the Supplier of its obligations under this Agreement.
- (c) Despite any other term of this Agreement, the Supplier is responsible for the acts and omissions of a Contractor as if they were the acts and omissions of the Supplier.
- (d) The Supplier must include in any subcontract with a Contractor provisions that require the Contractor to comply with the provisions of this Agreement.

39.4 Enforcement of this Agreement

- (a) To the extent that the Supplier relies on a Contractor to perform any of the Supplier's obligations under this Agreement, the Supplier must enforce the terms of this Agreement against any such Contractor.
- (b) Nothing in any subcontract will relieve the Supplier from its obligations under this Agreement.

39.5 Withdrawal of Contractor

If the Principal gives the Supplier notice in writing requiring any one or more Contractors to be withdrawn from performing the obligations under this Agreement, the Supplier must immediately comply with the notice and provide replacements acceptable to the Principal.

39.6 Statutory Declaration and Subcontractor's Statement

- (a) The Supplier's Representative must give to the Principal's Representative:
 - (i) a signed statutory declaration substantially in the form of Schedule 11 (Form of Statutory Declaration (NSW)); and
 - (ii) a signed subcontractor's statement substantially in the form of Annexure B to Schedule 11 (Form of Statutory Declaration (NSW)),

at the following times:

- (iii) before the Services Commencement Date (Phase 1), each quarter after the commencement of any AADP Works; and
- (iv) on and from the Services Commencement Date (Phase 1) at the same time as the Quarterly Status Report is provided in accordance with Schedule 5 (Reports).

Part M – General

40. Notices

Any notice, demand, consent or other communication (**Notice**) given or made under this Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid express post (if posted to an address in another country, by registered airmail) or by hand or email to the address set out in the relevant annexure or the address or email last notified by the intended recipient to the sender; and
- (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered to the party's address specified in Item 8 of Schedule 1 (General Particulars);
 - (ii) in the case of delivery by prepaid express post sent to an address within the same country, on the second (2nd) Business Day after the date of posting;
 - (iii) in the case of delivery by prepaid express post sent to an address in another country, on the fourth (4th) Business Day after the date of posting;
 - (iv) in the case of email, at the local time (in the place of receipt of that email) that would be determined if section 13A of the *Electronic Transactions Act 2000* (NSW) were to apply in respect of the email,

but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or is later than 4pm (local time) it will be conclusively taken to have been duly given or made at the commencement of business on the next Business Day in that place.

41. Disputes

41.1 Notice of Dispute

If a dispute or difference arises between the Supplier and the Principal or between the Supplier and the Principal's Representative in respect of any fact, matter or thing arising out of, or in any way in connection with, the Services or this Agreement, or either party's conduct before this Agreement, the dispute or difference must be determined in accordance with the procedure in this clause 41.

Where such a dispute or difference arises, either party may give a notice in writing (**Notice of Dispute**) to the Principal's Representative and the other party specifying:

- (a) the dispute or difference;
- (b) particulars of the party's reasons for being dissatisfied; and
- (c) the position which the party believes is correct.

41.2 Negotiation

The Principal's Representative and the Supplier's Representative (or their nominees) must, within 5 Business Days of a notice being given under clause 41.1, meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference.

41.3 Executive negotiation

Whether or not negotiations have taken place under clause 41.2, if dispute or difference is not resolved within 10 Business Days after a notice is given under clause 41.1, it must be referred to senior executives of each party (as nominated by each party) who must:

- (a) meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference; and
- (b) if they cannot resolve the dispute or difference, endeavour to agree upon a procedure to resolve the dispute or difference.

41.4 Expert determination

- (a) Whether or not negotiations have taken place under clause 41.3, if the senior executives of each party have not resolved, or agreed upon a procedure to resolve the dispute or difference within 25 Business Days after a notice is given under clause 41.1, either party may submit the dispute or difference to an expert determination.
- (b) Any dispute or difference which is referred to expert determination will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Schedule 13 (Modification to the Expert Determination Rules).
- (c) Both parties must promptly make available to the expert all such additional information, access to the Site and/or Included Infrastructure and other relevant places and all appropriate facilities, as the expert may require for the purposes of making a determination on the dispute or difference.

41.5 The expert

The expert determination under clause 41.4 is to be conducted by an independent industry expert appointed by the Chair for the time being of the Resolution Institute (unless the parties agree otherwise).

41.6 Not arbitration

An expert determination conducted under this clause 41 is not an arbitration and the expert is not an arbitrator. The expert may reach a decision from his or her own knowledge and expertise.

41.7 Procedure for determination

The expert will:

- (a) act as an expert and not as an arbitrator;
- (b) proceed in any manner he or she thinks fit;
- (c) conduct any investigation which he or she considers necessary to resolve the dispute or difference;
- (d) examine such documents, and interview such persons, as he or she may require; and

- (e) make such directions for the conduct of the determination as he or she considers necessary.

41.8 Disclosure of interest

The expert must:

- (a) disclose to the parties any interest he or she has in the outcome of the determination; and
- (b) not communicate with one party to the determination without the knowledge of the other.

41.9 Costs

Each party will:

- (a) bear its own costs in respect of any expert determination; and
- (b) pay one-half of the expert's costs.

41.10 Conclusion of expert determination

Unless otherwise agreed between the parties, the expert must notify the parties of his or her decision upon an expert determination conducted under this clause 41 within 20 Business Days from the acceptance by the expert of his or her appointment.

41.11 Agreement with expert

The parties agree that:

- (a) the expert will not be liable to the parties arising out of, or in any way in connection with, the expert determination process, except in the case of fraud; and
- (b) to the extent permitted by law:
 - (i) the powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act 2002* (NSW) are not conferred on the expert; and
 - (ii) the expert has no power to make a binding or non-binding determination or any award in respect of a dispute or difference by applying or considering the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any dispute or difference referred to expert determination.

41.12 Determination of expert

The determination of the expert:

- (a) must be in writing;
- (b) will:
 - (i) substitute the relevant direction of the Principal's Representative (if applicable); and
 - (ii) be final and binding.

unless a party gives notice of appeal to the other party within 15 Business Days of the determination; and

- (c) is to be given effect to by the parties unless and until it is reversed, overturned or otherwise changed under the procedure in the following clauses.

41.13 Arbitration

- (a) If:
 - (i) the expert fails to notify the parties of his or her decision within the time required by clause 41.10; or
 - (ii) a notice of appeal is given under clause 41.12,
 the dispute or difference will be referred to arbitration.
- (b) The arbitration will be conducted before a person to be:
 - (i) agreed between the parties; or
 - (ii) failing agreement within 20 Business Days of the referral to arbitration, appointed by the Chair for the time being of the Resolution Institute (unless the parties agree otherwise).
- (c) To the extent that they are not inconsistent with the Agreement, the Resolution Institute Arbitration Rules will apply to the arbitration.
- (d) The seat of the arbitration will be Sydney, Australia.
- (e) The arbitrator will have power to grant all legal, equitable and statutory remedies and to open up, review and substitute any determination of an expert under clause 41.12.
- (f) Notwithstanding anything else, to the extent permissible by Law, the arbitrator will have no power to apply or to have regard to the provisions of Part 4 of the *Civil Liability Act 2002* (NSW).

41.14 Continuance of performance

Despite the existence of a dispute or difference between the parties, the Supplier must:

- (a) continue to carry out the Services; and
- (b) otherwise comply with its obligations under this Agreement.

42. Variations

42.1 Variation request

- (a) The Principal's Representative may at any time issue a document titled "Variation Request" to the Supplier which will set out details of a proposed Variation which the Principal is considering.
- (b) Within 10 Business Days of the receipt of a "Variation Request", the Supplier must provide the Principal's Representative with a written notice in which the Supplier sets out the effect (if any) which the proposed Variation will have on the Services.

- (c) The Supplier acknowledges and agrees that a "Variation Request" issued by the Principal's Representative under this clause 42.1 may require the Supplier to prepare and submit for the Principal's approval an AADP in accordance with clause 10.1 (and, if approved and requested by the Principal, implement the AADP).

42.2 Variation order

- (a) Whether or not the Principal's Representative has issued a "Variation Request" under clause 42.1, the Principal's Representative may at any time instruct the Supplier to carry out a Variation by issuing a written document to the Supplier titled "Variation Order".
- (b) No Variation will invalidate this Agreement irrespective of the nature, extent or value of the services the subject of the Variation.
- (c) The Supplier acknowledges and agrees that a "Variation Order" issued by the Principal's Representative under this clause 42.2 may require the Supplier to prepare and submit for the Principal's approval an AADP in accordance with clause 10.1 (and, if approved and requested by the Principal, implement the AADP).

42.3 Omissions and deletions

If a Variation the subject of a direction by the Principal's Representative omits or deletes any part of the Services (**Negative Variation**), the Principal may thereafter either perform this work itself or employ or engage Other Supplier to perform the omitted or deleted work the subject of the Negative Variation.

42.4 Amendments

Except as provided for by clauses 10, 42.1 and 42.2, this Agreement may only be varied or amended by a document signed by or on behalf of both the Principal and the Supplier.

43. Miscellaneous

43.1 Force Majeure Event

- (a) Subject to clause 43.1(b), if a party is prevented from or delayed in performing an obligation (other than to pay money) or exercising a right under this Agreement (**Affected Party**) because of a Force Majeure Event:
 - (i) then the Affected Party must, as soon as possible after the Force Majeure Event occurs, notify the other party of full particulars of:
 - A. the Force Majeure Event;
 - B. the effect of the Force Majeure Event on performance of the Affected Party's obligations;
 - C. the anticipated period of delay; and
 - D. the action (if any) the Affected Party intends to take to mitigate or remove the effect and delay; and
 - (ii) the relevant obligation shall be suspended during, but for no longer than, the period the Force Majeure Event continues and such further period as is reasonable in the circumstances.

- (b) Notwithstanding any other provision of this Agreement, the Supplier must continue to pay the Asset Minimum Guaranteed Fee in respect of any Advertising Assets affected by a Force Majeure Event.

43.2 Further assurance

Each party must promptly at its own cost do all things (including executing and, if necessary, delivering all documents) necessary or desirable to give full effect to this Agreement.

43.3 Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

43.4 Entire understanding

This Agreement:

- (a) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

43.5 Waiver

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

43.6 Costs and outlays

- (a) Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.
- (b) The Supplier must pay all costs and outlays associated with:
 - (i) exercising its rights and performing its obligations under this Agreement; and
 - (ii) responding to and complying with directions from the Principal under this Agreement,unless this Agreement expressly states otherwise.
- (c) The Supplier must pay all stamp duty and other government charges, fees and taxes payable in connection with this Agreement and all other documents and matters referred to in this Agreement when due or earlier if requested in writing by the Principal.

43.7 Third party arrangements

The Supplier must at all times take reasonable steps to mitigate costs it may incur and losses it may suffer under this Agreement in connection with or as a result of arrangements with third parties which relate to this Agreement, including by:

- (a) ensuring that any arrangements with subcontractors and services or goods acquired by the Supplier from third parties which relate to this Agreement can be terminated (including for convenience) on the same terms as this Agreement; and
- (b) the Supplier immediately exercising such termination rights on becoming aware of termination of this Agreement, unless the Supplier intends to keep in place the arrangements outside of this Agreement.

43.8 Auditor General

Nothing in this Agreement derogates from the powers of the Auditor-General under the *Government Sector Audit Act 1983* (NSW).

43.9 Governing law and jurisdiction

The Law of the New South Wales governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and of the Commonwealth of Australia.

44. Pandemic Event

Capitalised terms used in this clause which are not defined in clause 1.1 are defined in Schedule 3 (Price and Payment).

44.1 Occurrence of a Pandemic Event

This clause applies in respect of a Contract Year where all of the following occur (except that clause 44.1(d) does not apply to the first Contract Year):

- (a) a Pandemic has been declared;
- (b) the Australian Commonwealth government and/or New South Wales State government issues one or a number of 'Public Health Orders' (or similar) that restrict the general movement of persons within or through any local government area in which a Station is located for a period (or periods) of at least thirty (30) consecutive days;
- (c) the SMI Actual Sales Amount is less than ■■■ of the SMI Benchmark Sales Amount; and
- (d) Supplier's Advertising Sales amount is less than ■■■ of the Supplier's Advertising Sales amount in the immediately preceding Contract Year (in the case that the last Contract Year is less than 12 months, such calculation shall be made on a pro rata basis).

(a Pandemic Event).

44.2 Pandemic Event Notice

- (a) Subject to clause 44.1, if the Supplier considers that a Pandemic Event has occurred during a Contract Year, the Supplier may provide the Principal with a notice within 20 Business Days of the later of the end of that Contract Year and the date on which the SMI Revenue for that Contract Year is published (**Pandemic Event Notice**) claiming that a Pandemic Event has occurred with full details of:
 - (i) the information on which the Supplier is relying to demonstrate that the Pandemic Event has occurred and identifying the Contract Year in question, with full details and supporting evidence (including showing

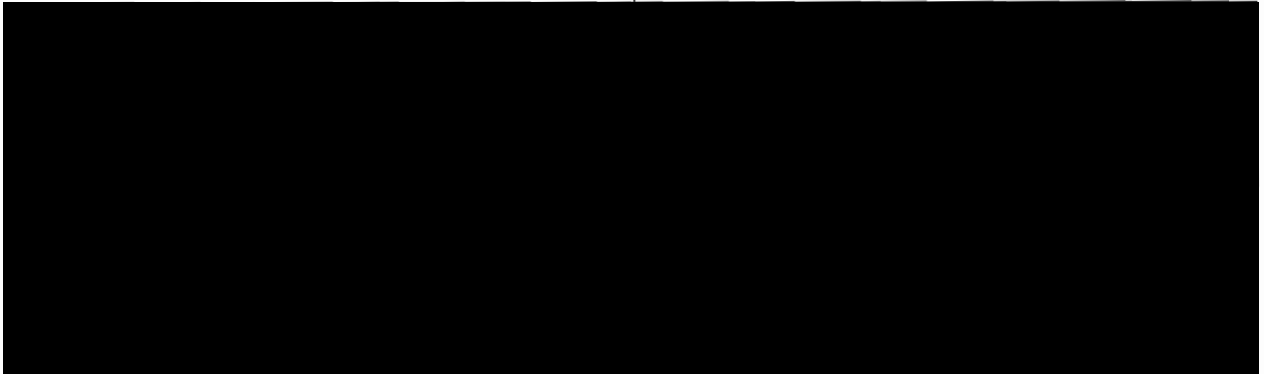
any relevant calculations) demonstrating that the circumstances contemplated by each of the limbs under clause 44.1 have occurred; and

- (ii) the proposed adjustments (including showing any relevant calculations) to the MGF for that Contract Year, as determined in accordance with Part 3(h) of Schedule 3 (Price and Payment) (**Pandemic Event Adjustment**).
- (b) On receipt of a Pandemic Event Notice, the Principal may accept or reject (including after seeking further details or clarification from the Supplier) the Supplier's claim, acting reasonably.
- (c) If the Principal rejects, or the parties cannot come to agreement regarding the details in the Pandemic Event Notice within 20 Business Days (**Negotiation Period**) of the date on which the notice is received by the Principal, either Party may refer the dispute to expert determination under clause 41.4.
- (d) If:
 - (i) the Principal accepts the Pandemic Event Notice; or
 - (ii) the parties reach agreement on the details in the Pandemic Event Notice; or
 - (iii) a dispute referred to expert determination under clause 41.4 determines that the Pandemic Event has occurred and the amount of the Pandemic Event Adjustment payable,

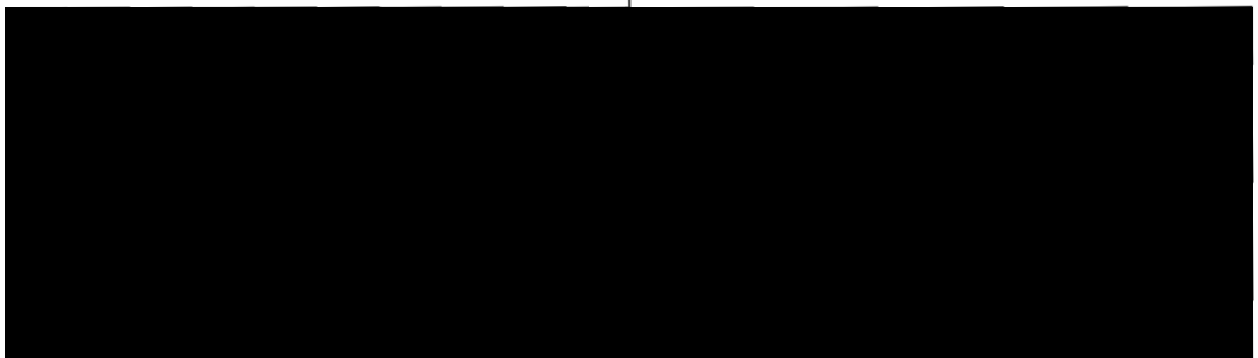
the Supplier may set off the amount of the Pandemic Event Adjustment against future MGF payments, or where the remaining payments under the Agreement are insufficient to set off the full amount of the adjustment, the Supplier may invoice the Principal for the amount remaining after deducting all amounts previously set off.

Executed in Sydney.

Signed for and on behalf of **Sydney Metro**
ABN 12 354 063 515 by its authorised signatory
in the presence of:



Executed by oOh!media Street Furniture Pty
Limited **ABN 77 000 081 872** in accordance with
section 127 of the *Corporations Act 2001* (Cth):



Schedule 1 - General Particulars

Item 1	Initial Term	The period commencing on the Commencement Date and ending on the Initial Expiry Date.
Item 2	Initial Expiry Date	Seven (7) years from the Services Commencement Date (Phase 1)
Item 3	Extended Term (clause 22.2)	Three (3) years
Item 4	Principal's Representative (clause 40)	Attention: [REDACTED] [REDACTED] Email: [REDACTED]
Item 5	Supplier's Representative (clause 40)	Attention: [REDACTED] Email: [REDACTED]
Item 6	Insurance Amounts	
	Public and Products Liability Insurance (clause 37.2(a))	The limit of liability provided by the policy must not be less than [REDACTED] with an aggregate liability of [REDACTED] in respect of product liability and will carry a deductible amount of not greater than [REDACTED].
	Professional Indemnity Insurance (clause 37.2(b))	The limit of liability provided by the policy must not be less than [REDACTED] with an aggregate liability of [REDACTED] in respect of the performance of the Supplier's obligations in connection with this Agreement and will carry a deductible amount of not greater than [REDACTED].
	Property Insurance (clause 37.2(c))	The limit of liability provided by the policy must not be less than the full replacement value of all Advertising Assets at any time.
	Comprehensive motor vehicle insurance (clause 37.2(e))	The limit of liability provided by the policy must not be less than [REDACTED] and will carry a deductible amount of not greater than [REDACTED].

	Workers compensation insurance (clause 37.2(d))	The limit of liability provided by the policy must not be less than the amount required by applicable law.
Item 7	Guarantee Amount (clause 31)	██████████
Item 8	Address for Notices	Supplier's Representative Level 2, 73 Miller Street, North Sydney NSW 2060 Principal's Representative Level 43, 680 George Street, Sydney NSW 2000
Item 9	Disengagement Period (clause 25.6)	Three (3) months
Item 10	Principal's liability cap (clause 36.2)	██████████

Schedule 2 - Principal's Infrastructure

1 Included Infrastructure

- A. The concourse and platform areas of the identified Stations controlled and/or operated by the Principal; and
- B. The Rolling Stock.

Concourse means the public concourse thoroughfare areas within the Station (including walkways, subways, stairways, internal portion of footbridges, bulkheads and escalator areas) with an intended primary vantage by commuters travelling within that Station to and from a platform. This excludes public restrooms.

Platform means the commuter areas of the platforms within the Stations including only the raised area between or alongside the tracks from which a train can be entered by the general public. This excludes public restrooms.

Rolling Stock comprises those train sets that are used on the Sydney Metro City & Southwest.

2 Excluded Infrastructure

Sydney Trains controlled areas of the Stations at Martin Place, Central, Sydenham and Bankstown.

3 Stations

Crows Nest, Victoria Cross, Barangaroo, Martin Place, Pitt St, Central, Waterloo, Sydenham, Marrickville, Dulwich Hill, Hurlstone Park, Canterbury, Campsie, Belmore, Lakemba, Wiley Park, Punchbowl and Bankstown.

Schedule 3 - Price and Payment

1. Definitions

In this Agreement (including in this Schedule):

Advertising Sales Projection or **ASP** means the estimated annual Advertising Sales as set out in Table A of this Schedule 3 (Price and Payment).

Advertising Sales or **AS** means the total gross advertising sales received or receivable by the Supplier (whether or not currently payable to the Supplier) in relation to the Advertising Material or Advertisements (including the equivalent monetary value of any in-kind or contra contributions provided or made available by the relevant Advertiser in lieu of payment), excluding:

- (a) the amount of any corresponding GST;
- (b) the amount of any corresponding commission, rebate, incentive bonuses or programmatic fees paid to media buying agencies or platforms paid to media buying agencies,

but without any deduction for any other reason, such as Capital Expenditure, Maintenance Expenditure or on account of any bad or doubtful debt. For the avoidance of doubt, AS does not include any amounts received or receivable by the Supplier for P&I Costs.

AMGF Commencement Date means, in relation to the relevant Advertising Asset, the earlier of:

- (i) the AMGF Commencement Date set out in the relevant Approved AADP;
- (ii) the date the Advertising Asset goes Online; and
- (iii) the date the Supplier first places any Advertising Material on the Advertising Asset,

as adjusted in accordance with Part 2(c) of this Schedule 3 (Price and Payment), but no earlier than the relevant Services Commencement Date.

Asset Minimum Guaranteed Fee means the minimum guaranteed annual fees allocated to each individual Advertising Asset in a particular Configuration as set out in Table A of this Schedule 3 (Price and Payment) (or in an Approved AADP where a new Configuration is approved in such Approved AADP).

Billed Quarter has the meaning given in Part 2(b)(i)A of this Schedule 3 (Price and Payment).

Daily Asset Minimum Guaranteed Fee means the applicable annual Asset Minimum Guaranteed Fee for the Advertising Asset divided by three hundred and sixty five (365).

Days means the number of days between the AMGF Commencement Date and the first day of the Billed Quarter.

Minimum Guaranteed Fee or **MGF** means the sum total of the Asset Minimum Guaranteed Fees for all Advertising Assets.

Offline, in respect of an Advertising Asset, means that the AMGF Commencement Date has passed and an Offline Event has occurred in respect of that Advertising Asset for more than thirty (30) continuous days as determined by the Principal in its sole discretion. For the purposes of this definition, an "Offline Event" will be taken to have commenced in respect of an Advertising Asset when:

- (a) the Supplier receives written notice from the Principal under clause 10.5(b) for the removal, relocation and non-utilisation of that Advertising Asset;
- (b) the Supplier receives the written notice referred to in paragraph (b) of the definition of "Offline Event" in respect of that Advertising Asset;
- (c) the Supplier receives written notice from the Principal under clause 23.3 in respect of termination of the Services relating to that Advertising Asset; or
- (d) the Principal gives a Negative Variation direction under clause 42.3 for the omission or deletion of that Advertising Asset,

in each case provided that the definition of Offline Event is satisfied in respect of that Advertising Asset.

Offline Days means the number of days the Advertising Asset has been subject to an Offline Event during the Quarter preceding the Billed Quarter.

Offline Event means that the Supplier is unable to access and utilise an Advertising Asset because:

- (a) the Principal requires that the Advertising Asset is removed, relocated or not utilised in accordance with clause 10.5(b) (other than for safety reasons or non-compliance by the Supplier with any provision set out in this Agreement or the relevant Approved AADP);
- (b) a Force Majeure Event has occurred in relation to an Advertising Asset, provided that the Principal has inspected that Advertising Asset with the Supplier and the Principal has confirmed in writing to the Supplier that the Supplier is unable to access and utilise that Advertising Asset because of that Force Majeure Event;
- (c) the Principal terminates part of the Services that relates to the Advertising Asset in writing to the Supplier in accordance with clause 23.3; or
- (d) the Principal gives a Negative Variation direction under clause 42.3 for the omission or deletion of that Advertising Asset.

Offline Advertising Asset means an Advertising Asset that is Offline.

Online, in respect of an Advertising Asset, means such Advertising Asset is:

- (a) not Offline;
- (b) in the case of an Advertising Asset the subject of an Approved AADP, that the Approved AADP in relation to such Advertising Asset has received Final Approval; and
- (c) the following has occurred, the Principal's Representative:
 - (i) has inspected the such Advertising Asset and notified the parties of such inspection; and
 - (ii) has issued a Completion Certificate in respect of such Advertising Asset under this Agreement.

Percentage Share or **PS** has the meaning given in Part 4(a) of this Schedule 3 (Price and Payment).

Percentage Share Fee or PSF means the fee comprising a share of Advertising Sales calculated in accordance with Part 4 of this Schedule 3 (Price and Payment).

P&I Costs means any reasonable and unavoidable costs or expenses directly incurred by or on behalf of the Supplier in relation to the production and installation of Advertising Material or Principal's Material, without the addition by the supplier of any mark-up, margin or management overhead (or similar) to any invoice received from any third party supplier of production or installation services.

SMI means the Standard Media Index corporation of the United States of America.

SMI Actual Sales Amount means the SMI Revenue for the relevant Contract Year.

SMI Benchmark Sales Amount means the SMI Actual Sales Amount for calendar year 2022 increased to reflect the percentage increase in the CPI for the period from 1 January 2022 to 31 December of the year immediately before the commencement of the Pandemic Event Year.

SMI Revenue means the aggregate revenue for the Australian out of home advertising industry as, published by or on behalf of SMI for the relevant Contract Year. If the SMI ceases to publish this amount or if the weighting or distribution of the amounts comprising the aggregate revenue amount are varied so as to change the basis of the aggregate revenue amount, then shall be any reasonably equivalent replacement measure that the Principal selects (acting reasonably).

2. Minimum Guaranteed Fee

Obligation to pay the MGF

- (a) From the Services Commencement Date (Phase 1), the Supplier must pay to the Principal in Quarterly instalments in advance the MGF applicable for each Contract Year by no later than the date which is at least 5 Business Days before the commencement of the relevant Quarter. For the avoidance of doubt, where a Quarter under this Agreement is less than three (3) months due to termination under clause 23 (other than due to a termination under clause 23.2(a)), the Quarterly instalment of the MGF for that Quarter will be reduced on a pro rata basis.

Calculation of the MGF

- (b) Each Quarterly instalment of the MGF will be calculated in two (2) steps as follows:
- (i) *Step 1: Quarterly instalment of the MGF*
- Twenty-five per cent (25%) (i.e. one quarter) of the sum of the Asset Minimum Guaranteed Fees for each Advertising Asset where the AMGF Commencement Date for that Advertising Asset:
- A. commenced on the first day of the relevant Quarter (**Billed Quarter**); or
- B. commenced during or prior to the Quarter preceding the Billed Quarter.
- (ii) *Step 2: Application of any applicable adjustments*
- Each Quarterly instalment of the MGF calculated in accordance with Step 1 above will then be adjusted (if applicable) as follows:
- A. decreased in accordance with:

- 1) Part 3(a) where an Advertising Asset goes Offline in the Quarter immediately preceding the Billed Quarter; or
- B. increased in accordance with Part 3(b), where the AMGF Commencement Date for an Advertising Asset is during the Quarter immediately preceding the Billed Quarter (i.e. before the commencement of the Billed Quarter),

Postponement of the AMGF Commencement Date

- (c) The AMGF Commencement Date may only be postponed where:
 - (i) the Supplier is unable to obtain a Consent required to install, access or utilise an Advertising Asset (**Consent Extension**);
 - (ii) the Supplier has:
 - A. notified the Principal in writing at the earliest opportunity of the possibility of the Consent Extension;
 - B. provided the Principal with proof of the existence of the Consent Extension to the satisfaction of the Principal (in its absolute discretion);
 - C. taken reasonable steps to avoid the occurrence of the Consent Extension; and
 - D. the Consent Extension is not a result of an act or omission of the Supplier, including a failure by the Supplier to submit any applications for Consent which comply with the relevant laws and regulations; and
 - (iii) the Principal has agreed in writing to the date of the revised AMGF Commencement Date.

3. Adjustment of Minimum Guaranteed Fee

Adjustments (i.e. reduction) of the MGF for Offline Events

- (a) If an Advertising Asset has been subject to an Offline Event for more than thirty (30) consecutive days prior to the commencement of a Billed Quarter, the Quarterly instalment of the MGF for the Billed Quarter will be reduced by a sum calculated as follows:

Reduction = Offline Days x Daily Asset Minimum Guaranteed Fee for that Advertising Asset

For the avoidance of doubt, there will be no adjustment or reduction in the Minimum Guaranteed Fee if an Offline Event is not taken to have occurred in accordance with the definition of "Offline Event" or if the "Offline Event" does not continue for more than 30 days, irrespective of whether the Supplier is unable to access and utilise the Advertising Asset.

Adjustments (i.e. increase) of the MGF for new Advertising Assets

- (b) Where the AMGF Commencement Date for an Advertising Asset is during a Quarter immediately preceding a Billed Quarter, the Quarterly instalment of the MGF for the Billed Quarter will be increased by a sum calculated as follows:

Increase = Days x Daily Asset Minimum Guaranteed Fee for that Advertising Asset

Adjustments (i.e. decrease) of the MGF for changes to the Content Standards

(c) Where the Principal changes the Content Standards for a reason outlined in clause 12.2(a)(ii) and:

- (i) the change to the Content Standards will result in a loss of Advertising Sales greater than ■■■ (as determined pursuant to Part 3(d) – (f) of this Schedule 3 (Price and Payment)); and
- (ii) the Principal has provided the Supplier with less than twelve (12) months' notice of such changes to the Content Standards,

then the Asset Minimum Guaranteed Fee for each Advertising Asset will be adjusted as set out in in Part 3(d) of this Schedule 3 (Price and Payment). For the avoidance of doubt, there will be no adjustment to the Asset Minimum Guaranteed Fees where:

- (iii) the change in the Content Standards was made for the reason outlined in clause 12.2(a)(i); or
- (iv) where the Principal provided the Supplier with twelve (12) or more months' notice of the changes or the nature of the changes that would be made.

(d) The adjustment pursuant to Part 3(c) of this Schedule 3 (Price and Payment) will be a reduction in the Asset Minimum Guaranteed Fee for each Advertising Asset of a percentage which is equal to the percentage of Advertising Sales for the twelve (12) months before the date that the Principal provides notice of changes to the Content Standards that are Advertising Sales in respect of products, services or other items that would be prohibited as a result of the changes to the Content Standards as compared to the total Advertising Sales for the relevant twelve (12) month period.

(e) Without limiting clause 17, the Supplier must provide the Principal with copies of the relevant Advertising Agreements and all other information and documentation as requested by the Principal in order for the Principal to determine the Supplier's entitlement to a Asset Minimum Guaranteed Fee adjustment pursuant to Part 3(c) of this Schedule 3 (Price and Payment) and (if applicable) the adjustment percentage calculated pursuant to Part 3(d) of this Schedule 3 (Price and Payment).

(f) The Principal has absolute discretion when determining what the final adjustment percentage will be under Part 3(d) of this Schedule 3 (Price and Payment).

(g) Any adjustment pursuant to this Part 3 of this Schedule 3 (Price and Payment) in connection with the change in Content Standards for the reason outlined in clause 12.2(a)(ii) will cease to apply if the change in the Content Standards which triggered the adjustment no longer applies.

MGF adjustment for Pandemic Event

(h) Where a Pandemic Event occurs during a Contract Year, the MGF paid during that Contract Year will be adjusted as follows:

$$A = B \times (C - 0.2)$$

Where:

A = MGF Pandemic Adjustment

- B = The total MGF for the Pandemic Event Year
- C = The SDI calculated in accordance with clause (i) below

Worked example:

If B is \$1,000,000 and C is 0.327868 (as per the worked example in clause (i) below for the Pandemic Event Year:

$$A = \$1,000,000 \times (0.327868 - 0.2) = \$127,868$$

Significant Detrimental Impact Calculation

- (i) The Significant Detrimental Impact (SDI) is determined in accordance with the following calculation:

$$A = (B - C) \div B$$

Where:

- A = The SDI for the Pandemic Event Year
- B = The SMI Benchmark Sales Amount
- C = The SMI Actual Sales Amount

Worked example:

If B is \$610,000,000 and C is \$410,000,000 for the Pandemic Event Year:

$$A = (\$610,000,000 - \$410,000,000) \div \$610,000,000 = 0.327868$$

Adjustment to Advertising Sales Projection

- (j) The Advertising Sales Projection shall be adjusted for the relevant Contract Year according to the SDI as calculated in accordance with Part 3(i) of this Schedule 3 (Price and Payment).

All other reductions excluded

- (k) The Supplier agrees and acknowledges that the Minimum Guaranteed Fee or Asset Minimum Guaranteed Fee will not be reduced for any reason, other than as expressly set out in Part 2 or this Part 3 of this Schedule 3 (Price and Payment).

4. Percentage Share Fee

- (a) Where the sum which is equal to the Percentage Share multiplied by the Advertising Sales in a Contract Year exceeds the MGF paid in that Contract Year for all Advertising Assets, the Supplier must pay to the Principal within thirty (30) days following the end of that Contract Year, the Percentage Share Fee in relation to that Contract Year. The PSF is calculated as follows:

- (i) $PSF = (AS \times PS) - MGF \text{ already paid in respect of that Contract Year in respect of all Advertising Assets}$

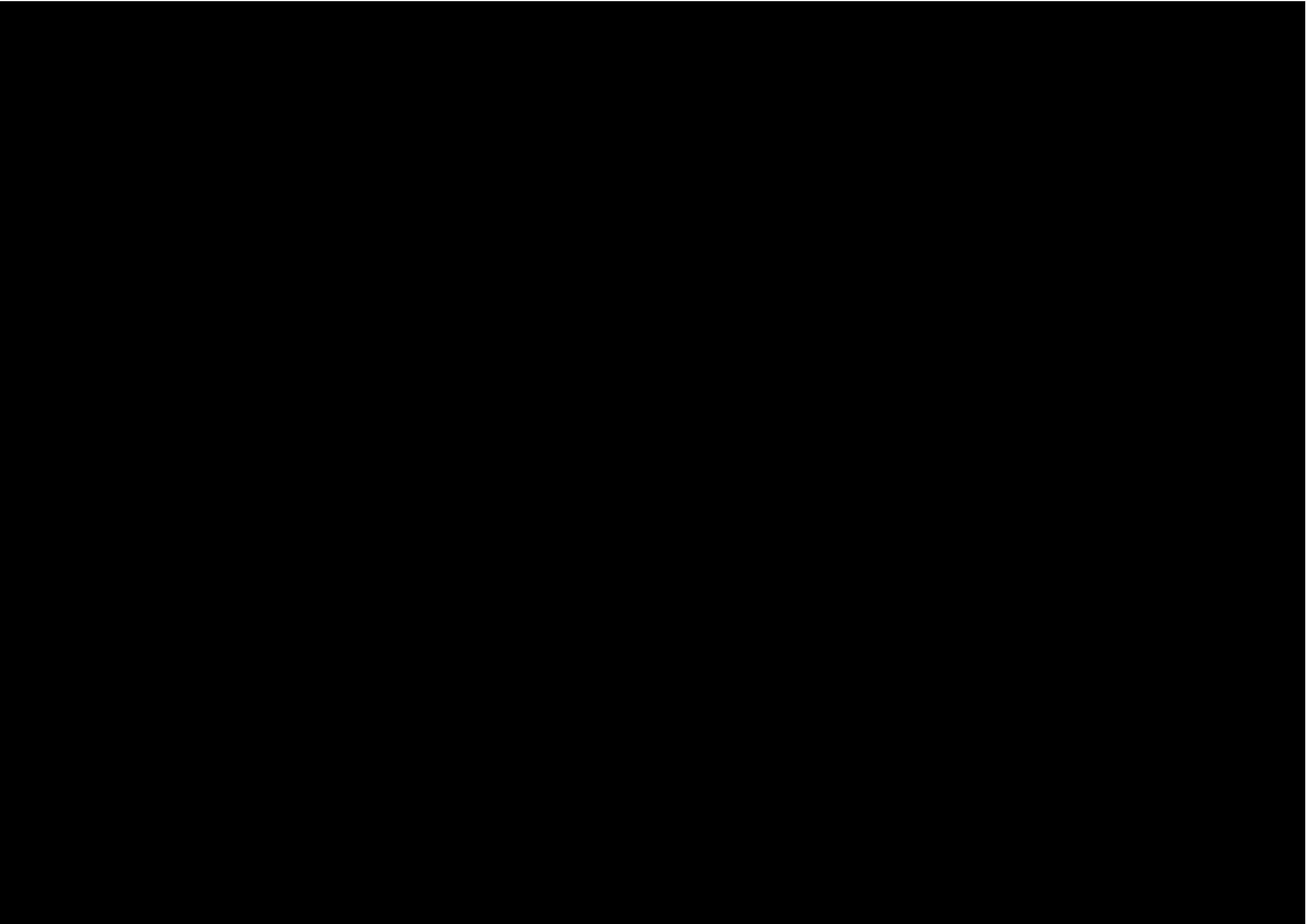
where:

during the Initial Term, the PS = [REDACTED]; and

during the Extended Term, the PS = [REDACTED].

- (b) Where the application of the formulae in Part 4(a) of this Schedule 3 (Price and Payment) produces a negative amount, no PSF is payable by the Supplier. The Supplier is not entitled to any deductions or set-off or refund of amounts paid as part of the Minimum Guaranteed Fee, even if the PSF is negative.
- (c) For the purposes of calculating the AS under this Agreement, to account for any discounts or incentives offered by the Supplier to its customers on any of the Advertising Assets installed on the Principal's Infrastructure, the total Advertising Sales derived by the Supplier in a transaction involving the Principal's Infrastructure as part of an Advertiser's total media booking (taking into account the Advertising Sales derived from advertisements on locations that are not on Advertising Assets the subject of this Agreement), must be apportioned proportionately in accordance with the Supplier's Published Rate Card in relation to the Advertising Asset or display the subject of this Agreement and the Advertising Asset or display that is not the subject of this Agreement, unless the Principal approves another method of allocation, which the Principal may do or refuse to do in its absolute discretion.
- (d) The Supplier must:
 - (i) ensure that P&I Costs are reasonable (i.e. in the context of the relevant services) and market competitive (i.e. when compared to the costs incurred by the Supplier's competitor when providing the same or similar services);
 - (ii) ensure that any P&I Costs which are deducted from the calculation of Advertising Sales for the purposes of this Part 4 do not exceed the actual costs and expenses incurred by the Supplier in connection with the applicable Advertising Material;
 - (iii) not offset Advertising Sales normally due and payable from the Advertising Assets on to other advertising assets owned or operated by the Supplier (excluding advertising assets owned by the Principal that are operated by the Supplier); or
 - (iv) not take any action (or permit any person to take any action) whatsoever with an aim or objective of offsetting Advertising Sales normally due and payable from the Advertising Assets on to other advertising assets owned or operated by the Supplier (excluding advertising assets owned by the Principal that are operated by the Supplier).

TABLE A



Schedule 4 - Content Standards

1. General

The Supplier must ensure that all Advertising Material displayed or broadcast on an Advertising Asset:

- (a) complies with all applicable Laws, accepted industry standards and voluntary codes of conduct established by the advertising industry, as may be updated from time to time, including:
 - (i) Australian Association of National Advertisers (AANA) Advertiser Code of Ethics and AANA Code of Ethics Practice Note;
 - (ii) section 28 of the *Fair Trading Act 1987* (NSW): the Australian Consumer Law will apply – A person must not, in trade or commerce, engage in conduct that is misleading or deceptive or is likely to mislead or deceive;
 - (iii) *Classification (Publications, Films and Computer Games) Enforcement Act 1995*;
 - (iv) NSW Office of Fair Trading Code of Practice for the Ticketing of Live Entertainment Events in Australia;
 - (v) Federal Chamber of Automotive Industries Voluntary Code of Practice for Motor Vehicle Advertising;
 - (vi) AANA Code for Advertising & Marketing Communications to Children;
 - (vii) AANA Practice Guidelines: Managing Images of Children and Young People;
 - (viii) AANA Food & Beverages Code and Advertising & Marketing Communications Code Practice Note;
 - (ix) Federal Chamber of Automotive Industries (FCAI) Motor Vehicle Advertising Code and FCAI Motor Vehicle Code Practice Note;
 - (x) Therapeutic Goods Advertising Code;
 - (xi) Weight Management Code of Practice;
 - (xii) AANA Environmental Claims in Advertising and Marketing Code and AANA Environmental Claims in Advertising and Marketing Code - Practice Note; and
 - (xiii) ABAC Scheme: Alcohol Beverages Advertising (and Packaging) Code;
- (b) does not discriminate, vilify or degrade any persons or section of the community on account of race, ethnicity, nationality, sex, age, sexual preference, religion, disability or political belief;
- (c) does not depict political, religious or other subject matter which, in the Principal's reasonable assessment, is or may reasonably be considered to be contentious or controversial;
- (d) does not depict content or other subject matter which, in the Principal's reasonable assessment, is or may reasonably be considered to be of a sexual nature;

- (e) does not depict or include any material:
 - (i) which may, or is designed to, influence support for:
 - A. a political party;
 - B. an individual elected to Parliament;
 - C. an individual who is a candidate for an election to Parliament; or
 - D. any matter that is subject to impending Parliamentary consideration;
 - (ii) that contains the name, or gives prominence to the voice or image of a Minister, any other member of Parliament or a candidate for an election to Parliament; or
 - (iii) that contains the name, logo, slogan or policy of a political party or an independent member of Parliament or candidate for an election to Parliament;
- (f) does not portray violence, unless it is justifiable in the context of the product or service advertised;
- (g) does not adversely comment on, mock or denigrate the Principal, its clientele, the Principal's network or the Principal's related products and brands;
- (h) does not adversely comment on, mock or denigrate the New South Wales Government;
- (i) does not depict subject matter which is offensive;
- (j) does not resemble or be capable of confusion with directional or informational signs either by shape, size or colour;
- (k) is not, in the Principal's reasonable opinion, excessively bright or reflective;
- (l) is not hazardous to persons or property in any manner whatsoever;
- (m) does not impact on the security and safety of the Principal's Infrastructure;
- (n) does not breach any Intellectual Property Rights or other rights of any person, including the Principal;
- (o) is fit for the purpose for which they have been designed;
- (p) is finished to a high standard consistent with the highest standards in the advertising industry;
- (q) is installed by a qualified and experienced person in a professional and tradesman like manner;
- (r) does not breach any other reasonable requirement notified by the Principal to the Supplier in writing from time to time;
- (s) does not depict the Principal's or TfNSW's trademarks or logos without that party's prior written consent; and

- (t) is at all times consistent with all safety and environment policies or procedures of the Principal relating to Advertising set out in this Agreement or which have been notified to the Supplier in writing.

Schedule 5 - Reports

1. Monthly Report

- (a) The Supplier must from the Commencement Date provide a WHS report to the Principal's Representative by the tenth (10th) day of every Month in accordance with the Safety Requirements (including the Health and Safety Standard).
- (b) The Supplier must, from the Commencement Date, provide within ten (10) Business Days of the end of each Month, a status report detailing, for that Month:
 - (i) the Supplier's performance against safety, environment and quality KPIs;
 - (ii) the status of AADPs in progress against the approved project plan in the Approved AADP;
 - (iii) an outline of the inspections undertaken in relation to the Site, inspection results, actions taken following such inspections and inspections due in the following Month, including inspections by the Principal's Representative;
 - (iv) risks and issues with portfolio;
 - (v) an "Offline Panel Report" detailing:
 - A. the Configuration of the applicable Offline Advertising Asset, the Advertising Asset ID and the suburb in which such Advertising Asset is located;
 - B. the date on which the relevant Advertising Asset went Offline and the date on which it came back online or on which it is proposed to be come back Online (as applicable);
 - C. the reason why the Advertising Asset is/was/will be (as applicable) Offline;
 - D. if the Online date has changed since the previous Offline Panel Report, the reason/s why; and
 - E. the fix used or proposed (as applicable) to bring the Advertising Asset back Online;
 - (vi) a "Repair and Maintenance Report" covering the Advertising Assets, the Site and Advertising Material detailing:
 - A. the repair and maintenance work completed in the reporting month (including the corresponding Advertising Asset IDs);
 - B. how the issue was raised to the Supplier;
 - C. the items that have been closed in the reporting month (including any actions taken to close them); and
 - D. the items that are still open at the end of the reporting month, the dates the work is expected to be completed, and an indication as to whether the applicable Advertising Asset is Offline or Online; and
 - (vii) a copy of the most recent and up-to-date Advertising Asset Register; and

- (viii) a copy of the Asset Condition Status Report prepared by the Independent Certifier under clause 5 of Schedule 10 (Scope of Certification).

2. Quarterly Status Report

The Supplier must within ten (10) Business Days of the end of each Quarter a status report detailing, for that Quarter, the Supplier's media bookings showing:

- (a) the total Advertising Sales for each Configuration of the Site;
- (b) the number of Display Faces by Configuration on which Advertising Material is currently installed;
- (c) the forward booking value for each Configuration as currently known by the Supplier;
- (d) the occupancy rate, that is, current Advertising Material (the subject of Advertising Agreements) displayed, calculated as a percentage of the total available Display Faces for each Site Configuration during the Quarter (not including the Principal's Material installed pursuant to clause 12.4);
- (e) a comparison of the occupancy rate in paragraph (d) to the occupancy rate of all similar Configurations of advertising material that has been installed by the Supplier on its inventory of assets in New South Wales;
- (f) a summary of Unsold Space and details of any Display Faces that had bonuses or incentives assigned to them together with:
 - (i) details of the value of such Display Faces;
 - (ii) the reasons for the Display Faces:
 - A. being unsold; or
 - B. having bonuses and/or incentives assigned to them;
- (g) a summary of the top 10 (by spend) Advertisers that are displayed on the Advertising Assets;
- (h) details of any client booked campaigns on an Advertising Asset that were cancelled (for any reason);
- (i) a summary of the top ten (10) Advertisers (by spend) that the Supplier operated in that reporting period;
- (j) a summary of the top ten (10) advertising categories (by spend) that the Supplier operated in that reporting period ;
- (k) the outdoor advertising market growth rates (twelve (12) months and Quarterly) for all outdoor advertising segments;
- (l) forecasts and trends in market;
- (m) an estimate of the anticipated (forecast) Advertising Sales for each Configuration for the next two (2) Quarters;
- (n) the reason for any variation (+ or -) between the Advertising Sales for that reporting Quarter versus the anticipated (forecast) Advertising Sales provided in the immediately preceding Quarterly Status Report;

- (o) the Suppliers performance against KPIs; and
- (p) any other information reasonably required by the Principal.

3. Quarterly Statement of Advertising Sales

- (a) Within ten (10) Business Days of the end of each Quarter, the Supplier must provide to the Principal a statement in writing prepared in accordance with accepted accounting standards, setting out:
 - (i) the Advertising Sales generated as a sum total for all, as well as individually for each, Advertising Asset on which Advertising Material was affixed during the preceding Quarter; and
 - (ii) the total Advertising Sales for the Contract Year to date,
 which statement must be certified as true and correct by a director and the chief financial officer of the Supplier (**Statement**).

4. Quarterly Instalment Schedule

- (a) On the commencement of each Quarter, the Supplier must provide to the Principal an instalment schedule in writing, setting out:
 - (i) the instalment of the MGF payable for that Quarter as calculated in accordance with Schedule 3 (Price and Payment), together with all figures used to calculate this amount;
 - (ii) any adjustments applied to the MGF made in accordance with Schedule 3 (Price and Payment), together with all figures used to calculate these adjustments; and
 - (iii) any other information reasonably required by the Principal.

5. Audited Annual Statement

- (a) Within ninety (90) days after the expiration of each Contract Year, the Supplier (at its own cost and expense in all things) must deliver to the Principal an accurate statement certified as true and correct by a reputable auditor that confirms the Advertising Sales for that Contract Year, and verifies:
 - (i) the calculation of the Advertising Sales for all Advertising Assets on or in which Advertisements were displayed during that Contract Year as detailed in the Statements for the Quarters of that Contract Year, provided to the Principal under Part 3 of Schedule 5 (Reports);
 - (ii) the discounts and incentives offered by the Supplier to Advertisers on any of the Advertisements which were displayed on or in any of the Advertising Assets during that Contract Year and the apportionment of those discounts and incentives in compliance with Schedule 3 (Price and Payments); and
 - (iii) the calculation of the Quarterly PSF and the end of Contract Year reconciliation in compliance with Schedule 3 (Price and Payment),

the **Audited Annual Statement**.

- (b) If the Audited Annual Statement does not confirm the accuracy or verify any of the matters detailed in Part 5(a) of this Schedule 5 (Reports), then notwithstanding clause 17.2 of this Agreement, the Supplier must immediately pay to the Principal the amount of the difference in the Fees Due that should have been paid to the Principal together with the "Bank Bill Swap Rate" + [REDACTED] per annum interest, calculated daily, from the date when the Fees Due should have been paid to the Principal and the date payment is made to the Principal.

6. Other Information

Prior to the start of each Contract Year or within seven (7) Business Days of the Supplier amending its published advertising rates and at such other times as requested by the Principal, the Supplier must supply the Principal with a copy of the Supplier's current published advertising rates for all of the Supplier's advertising assets nationally (**Published Rate Card**) (as distinct from the Supplier's negotiated rates).

Schedule 6 - Policies, Codes and Standards

All clause references in this Schedule are references to clauses in this Schedule unless otherwise indicated.

Capitalised terms not defined in this Schedule 6 (Policies, Codes and Standards) have the meaning given to them in the Agreement.

Australia-United States Free Trade Agreement means the document of this name accessible via: <https://www.dfat.gov.au/trade/agreements/in-force/ausfta/official-documents/Pages/official-documents>.

Australia New Zealand Government Procurement Agreement means the document of this name accessible via: <https://www.dfat.gov.au/sites/default/files/government-procurement-agreement-september-2013.pdf>.

NSW Government Environmental Management System Guidelines means the document of this name accessible via: <https://www.environment.nsw.gov.au/resources/licensing/150402-environmental-management-systems-guidelines.pdf>.

NSW Government Local Jobs First Plan means the document of this name accessible via: <http://ict-industry-reports.com.au/wp-content/uploads/sites/4/2013/10/2009-NSW-Govt-Local-Jobs-First-Procurement-Plan-June-2009.pdf>.

NSW Government Preference Scheme means the preference scheme accessible via: <https://buy.nsw.gov.au/buyer-guidance/plan/before-you-approach-the-market/exemptions>.

Principal Contractor means the relevant principal contractor appointed by the Principal in accordance with clause 9.1(d) of the Agreement.

Rail Transport Agency's Statement of Business Ethics means the document of this name accessible via: https://www.transport.nsw.gov.au/sites/default/files/media/documents/2017/statement-business-ethics_0.pdf.

Sydney Metro Construction Environmental Management Framework means the document of this name accessible via: <https://www.sydneymetro.info/sites/default/files/2021-09/Construction-Environmental-Management-Framework.pdf>

Any reference in this Schedule to a policy, guideline or other document is a reference to such policy, guideline or document as updated or replaced from time to time.

Any reference to:

- (a) a 'Contractor' in this Schedule is a reference to the Supplier;
- (b) the 'Contract' in this Schedule is a reference to this Agreement.

This Schedule applies without limiting any of the Contractor's obligations under this Agreement.

1. Ariba Network

The Contractor acknowledges that:

- (a) the Principal generally conducts business with contractors electronically, including by transacting and exchanging data with contractors for the purposes of:
 - (i) creating purchase orders and for the acknowledgement of the receipt of purchase orders;
 - (ii) processing invoices and payments;

- (iii) conducting spend analyses; and
 - (iv) supplier management;
- (b) as at the date of the Contract, the Principal uses:
 - (i) the Ariba Spend Management™; and
 - (ii) the Ariba Contractor Network™,
 (collectively, **Ariba**) as the platform for transacting and exchanging data with panel contractors;
- (c) if the Contractor is requested by the Principal to register as a "supplier" on Ariba, the Contractor must, at its own cost, do all things necessary to give effect to such request; and
- (d) the Principal may from time to time, in its absolute discretion, nominate a platform or tool other than Ariba as the platform for transacting and exchanging data with panel contractors, in which case, the Contractor must do all things required by the Principal, at its own cost, to enable transactions and the exchange of data to be undertaken using such other platform or tool.

2. Contractor's compliance with Government Policies and Agreements

- (a) The Contractor acknowledges that when selecting the Contractor, the Principal, as a NSW Government authority, was obliged to consider the Contractor's compliance with the:
 - (i) Policies, Codes and Standards;
 - (ii) NSW Government Local Jobs First Plan, unless the Works are construction services;
 - (iii) NSW Government Preference Scheme, unless the Works are construction services;
 - (iv) Australia New Zealand Government Procurement Agreement; and
 - (v) Australia-United States Free Trade Agreement.
- (b) The Contractor warrants that any information it provided to the Principal in its tender proposal in respect of its compliance with the requirements of the documents listed in clauses 2(a)(i) to 2(a)(v) will remain true for the duration of the Contract.

3. Corruption Prevention

- (a) The Contractor warrants and represents to the Principal that:
 - (i) it has not, and none of its Personnel have, engaged in any corrupt conduct at any time prior to the Commencement Date; and
 - (ii) it will not, and will ensure that its Personnel do not, at any time engage in any corrupt conduct.
- (b) Without limiting or otherwise restricting any other rights of the Principal under the Contract, if:

- (i) the Contractor or any of its Personnel are at any time found to have engaged in corrupt conduct; or
 - (ii) the Contractor is at any time found to have breached the warranty and representation given in clause 3(a),
 - (iii) the Principal may terminate the Contract with immediate effect by giving written notice to the Contractor.
- (c) In this clause 3, terms which are defined in the *Independent Commission Against Corruption Act 1988* (NSW) (**ICAC Act**) have the meaning given in the ICAC Act.

4. Statement of Business Ethics

- (a) Prior to the engagement of any subcontractors or subconsultants, the Contractor must obtain a written acknowledgement from such subcontractors or subconsultants that it has received, read, understood and will comply with the Principal's or any Rail Transport Agency's Statement of Business Ethics found at <https://www.transport.nsw.gov.au/about-us/who-we-are/culture-and-values> that is one of the Policies, Codes and Standards. The Contractor must retain the documentation required by this clause 4(a) for a period of seven (7) years and must provide such documentation to the Principal as and when requested.
- (b) If a person has committed a breach of the Principal's statement of business ethics and the Contractor has information, knowledge of, or believes that such a breach has been committed, the Contractor must notify the Principal's Representative of such information, knowledge or belief.

5. Safety Management

- (a) The Contractor must provide its safe work method statements (as defined in the WHS Legislation) to the Principal's Representative within ten (10) Business Days of the date of the Contract.
- (b) If at any time the Contractor becomes aware of any health or safety hazard in relation to the Works either prior to or after performing the Works, the Contractor must, in addition to its hazard identification and reporting obligations set out in the Health and Safety Standard, promptly review the Services and immediately suspend provision of any Services where there is a possibility of injury to persons or damage to property.
- (c) To the extent permitted by Law, the Contractor indemnifies the Principal from and against any and all claims, loss, expense or damage caused by, or arising out of, or in any way in connection with any breach by the Contractor or its Personnel of the Rail Safety Act or this clause 5.
- (d) The Contractor's liability to indemnify the Principal under clause 5(c) will be reduced proportionally to the extent that the claim, loss, expense or damage was caused or contributed to by a negligent act or omission of the Principal or its Personnel.
- (e) The Principal may from time to time amend the obligations imposed upon the Contractor under the Safety Specification.

6. Work Health and Safety

- (a) Without limiting or otherwise restricting any other provision of the Contract, the Contractor acknowledges that it must comply with (and ensure its Personnel comply with) the Principal's safety management system as provided from time to time, or as otherwise notified by the Principal to the Contractor.

- (b) The Contractor must establish, implement and maintain for the duration of the Contract, a work health and safety management system (**WHS Management System**) which:
 - (i) complies with paragraph (d) of the definition of Policies, Codes and Standards;
 - (ii) complies with the WHS Legislation;
 - (iii) reflects the Principal's minimum requirements set out in the Principal's safety management system described in paragraph (a); and
 - (iv) includes an ongoing commitment to the training of its Personnel.
- (c) If clause 6(b) includes conflicting obligations, the obligation which imposes the highest standard of health and safety applies.
- (d) The Contractor must:
 - (i) ensure that all of its Personnel comply with the WHS Management System (including identifying and exercising all necessary precautions for the health and safety of all persons undertaking any part of the Works); and
 - (ii) monitor the compliance of its Personnel with the WHS Management System and the relevant sections of the Principal's safety management system described in paragraph (a).
- (e) As required by the Principal, the Contractor must provide to the Principal's Representative in a format acceptable to the Principal:
 - (i) acknowledgement of any changes to rail network documents, such as rules, procedures, standards, manuals and other documents; and
 - (ii) evidence that any initiatives or changes referred to in clause 6(e)(i) have been communicated to its Personnel.
- (f) The Contractor acknowledges and agrees that:
 - (i) the Principal's Representative may in its absolute discretion, direct changes to the WHS Management System;
 - (ii) in the event that the Principal's Representative gives a direction in accordance with clause 6(f)(i), the responsibility of the Contractor under the Contract will not be relieved or reduced nor will the Principal be made responsible to the Contractor as a result of issuing that direction except to the extent that it gives rise to a Variation; and
 - (iii) in the event that the Principal discovers a non-compliance or breach of any safety requirement including, but not limited to, a breach of clause 5 or this clause 6, the Principal may immediately suspend the work associated with the non-compliance or breach. The suspension will not be lifted until the unsafe practice is removed or the breach rectified. All direct costs under this clause will be borne by the Contractor.

7. Environmental Management

7.1 General environmental obligations:

The Contractor must:

- (a) comply with, or provide necessary information to allow the relevant Principal Contractor to comply with the relevant Principal Contractor's Construction Environmental Management Framework (to be provided to the Contractor by the Principal), to the extent applicable to the Works;
- (b) develop, implement and maintain an environmental management system in accordance with the requirements of the Agreement for the duration of the Works and that of the Principal Contractor. The environmental management system must:
 - (i) comply with the requirements in NSW Government Environmental Management System Guidelines;
 - (ii) be compatible with and respond to the Sydney Metro Construction Environmental Management Framework:
<https://www.sydneymetro.info/sites/default/files/2021-09/Construction-Environmental-Management-Framework.pdf>;
 - (iii) be in accordance with AS/NZS ISO 14001 Environmental management systems - Requirements with guidance for use; and
 - (iv) comply with the Sydney Metro Environment & Sustainability Statement of Commitment: <https://www.sydneymetro.info/sites/default/files/2022-02/Environment-Sustainability-Statement-of-Commitment.pdf>;
- (c) provide a Site specific environmental management plan prepared in accordance with the NSW Government Environment Management System Guidelines before commencing the Works;
- (d) comply with the relevant Principal Contractor's Environmental and Sustainability Management System and its Sustainability Plan (where relevant);
- (e) comply with all Laws relating to the environment, policies and safety standards relevant to the Works; and
- (f) comply with any Direction in relation to environmental protection that may be given by any relevant authority or the Principal or the Principal's Representative.

7.2 Responsible management of substances:

The Contractor must:

- (a) not discharge, without lawful authority, any substance that could be harmful to the environment;
- (b) prevent the unlawful discharge, leakage or spillage of substances;
- (c) immediately report any leakage or spillage of any harmful substance at the Principal's premises to the Principal and any relevant authority;
- (d) take immediate action to contain the leakage or spillage and minimise environmental damage and clean the area affected by the discharge of any substance (unless otherwise directed by the Principal's Representative or any relevant authority);
- (e) comply with any direction in relation to environmental protection that may be given by any relevant authority or the Principal; and
- (f) pay all costs associated with the remediation and clean up of any substances, including payment of fines and labour costs and any investigation to delineate the extent of any leakage or spillage.

7.3 Contractor's waste obligations

The Contractor must:

- (a) comply with the Safety Requirements (including the Health and Safety Standard) specifically in relation to the handling, classification, transportation, tracking and disposal of all waste generated as part of the Works.
- (b) ensure that all waste associated with the Works is assessed, classified, handled, transported, tracked and disposed of in compliance with all relevant Laws relating to the environment, including the *Protection of the Environment Operations Act 1997* (NSW) (**Protection of the Environment Operations Act**) (as amended from time to time) and all requirements of a relevant authority;
- (c) prior to disposing of any waste associated with the Works obtain the Principal's written approval in relation to every facility or premises at which the Contractor intends to dispose of that waste and then only dispose of that waste to the facility or premises approved by the Principal;
- (d) obtain and maintain waste tracking documentation in accordance with all relevant Laws relating to the environment, including the *Protection of the Environment Operations (Waste) Regulation 2014* (NSW) (as amended from time to time);
- (e) in relation to every premises to which waste associated with the Works is transported, provide the Principal's Representative with a proper, accurately completed approved notice in accordance with Section 143 of the *Protection of the Environment Operations Act* which confirms that:
 - (i) the notice is issued by the owner or occupier of the premises to which waste associated with the Works will be transported; and
 - (ii) the place can lawfully be used as a waste facility for the relevant waste; and
 - (iii) there is no reason for the Contractor or the Principal to believe that the place could not lawfully be used as a waste facility for the waste;
- (f) obtain and maintain a waste tracking log and disposal dockets and submit the log and dockets, along with all other chain of custody documentation required by Laws relating to the environment, to the Principal's Representative within 3 Business Days after each individual disposal so as to enable the Principal's Representative to verify that the above requirements have been met; and
- (g) take full responsibility for disposal of all waste and pay all fees and charges associated with assessment, classification, transport, tracking and disposal of waste including any waste levy.

7.4 Indemnity

The Contractor is liable for and indemnifies the Principal in respect of:

- (a) any costs incurred by the Principal to enforce compliance with this clause 7; and
- (b) any loss suffered or incurred by the Principal, or any liability to, or Claims made by, a third party in connection with any breach by the Contractor of this clause 7.

8. Chain of responsibility legislation

- (a) Without limiting or otherwise restricting any of the Contractor's responsibilities or obligations under or in connection with the Heavy Vehicle Law, to the extent heavy vehicles are used in the performance of the Works, the Contractor:
- (i) acknowledges that it is a primary duty holder under the COR Laws with responsibility for developing COR Systems;
 - (ii) must ensure that:
 - A. any heavy vehicles are appropriately maintained with loads that do not exceed vehicle mass or dimension limits and are appropriately secured;
 - B. operators carrying freight containers have a valid Container Weight Declaration; and
 - C. drivers do not exceed speed limits or regulated driving hours, do not drive while impaired by fatigue and observe minimum rest requirements;
 - (iii) must proactively provide reasonable assistance to the Principal's Representative to enable the Principal (and any of the Principal's Personnel) to satisfy its duties and responsibilities under the COR Laws;
 - (iv) must obtain and maintain, and ensure that each of its Personnel obtains and maintains, all approvals required to enable the applicable activity, function or task to be undertaken lawfully;
 - (v) must undertake any audits or monitoring as requested by the Principal's Representative to demonstrate compliance with this clause; and
 - (vi) warrants that it is familiar with and has the capability and resources to comply with the COR Laws and ensure that its Personnel comply with all COR Laws.
- (b) Where used in this clause 8:
- (i) **"Container Weight Declaration"** has the meaning given in the Heavy Vehicle Law;
 - (ii) **"COR Laws"** means any section of the Heavy Vehicle Law under which the Contractor is "a party in the chain of responsibility" (within the meaning given to that term under the Heavy Vehicle Law);
 - (iii) **"COR Systems"** means policies, procedures, standards, training and systems designed to ensure, so far as is reasonably practicable, compliance with the COR Laws;
 - (iv) **"Heavy Vehicle Law"** means the:
 - A. Heavy Vehicle National Law (NSW) within the meaning of that term under the *Heavy Vehicle (Adoption of National Law) Act 2013* (NSW); and
 - B. regulations in force under the Heavy Vehicle National Law (NSW) as applied (with modifications) under the *Heavy Vehicle (Adoption of National Law) Act 2013* (NSW) as amended, reproduced or updated from time to time; and

- C. terms which are defined in the Heavy Vehicle Law have the meaning given in the Heavy Vehicle Law.

Schedule 7 - Key Performance Indicators (KPIs)

Criteria	Clause	Measure	Benchmark
Compliance			
1. Fees Due	Part E Clause 18	Accuracy of Fees Due calculations, identifying Advertising Sales, Percentage Share and Minimum Guarantee.	██████
2. Performance Reporting	Part H Clause 30 Schedule 5 (Reports)	Accuracy of the Required Reports and submission within the specified timeframe.	██████
3. Meeting attendance	Part H Clause 27	Meeting with the Principal on required scheduled basis.	██████
Performance Monitoring			
Financial & Reporting			
1. Advertising Sales achievement	Schedule 3	Comparison of Advertising Sales achieved against Advertising Sales Projections	Shown as ██████
2. Advertising Sales performance	Schedule 3	Accuracy of Quarterly ASP forecasting	Shown as ██████
Delivery			
3. AADP	Part C Clause 10.1(d)(xvii)	Timeframe to attain necessary Consents against AADP projection	Shown as days ██████

4. Advertising Asset Installation	Part C Clause 10.1(d)(xvii) Clause 10.3	i) Timeframe to install (or upgrade) Advertising Assets against AADP projections ii) Timeframe to attain all certifications	Shown as days 100%
5. Advertising Asset Removals	Part C Clause 10.5	Timeframe to remove and Make Good against AADP projections	Shown as days ████
6. Advertising Asset Maintenance	Part C Clause 10.4	Timeframe to complete Works against specified requirements	Shown as █████ per Configuration
Safety			
a) Lost Time Injuries	Part D Clause 13.1	The number of occurrences of Lost Time Injuries for the Supplier's Personnel or subcontractors within the relevant Quarter	██████████
b) Safety Compliance	Schedule 6 Clause 5 &6	The number of instances where compliance have not been met	██████████
c) Interference or disruption	Part C Clause 8.6	The number of instances of interference or disruption of Sydney Metro operations, including passenger activity	██████████

Schedule 8 - Form of Parent Company Guarantee

Deed of Guarantee and Indemnity made on the date on which the last party to execute this deed has executed this deed

Sydney Metro ABN 12 354 063 515 (a New South Wales Government agency constituted by section 38 the Transport Administration Act 1988 (NSW)) of Level 43, 680 George Street, Sydney NSW 2000
(Principal)

[] ABN [] of [] (Guarantor)

RECITALS

- A. The Principal has agreed to enter into the Contract with the Contractor on the condition that the Guarantor provide this Guarantee.
- B. The Guarantor has agreed on the following terms and conditions to guarantee to the Principal all of the Obligations and to indemnify the Principal against any loss arising from any failure by the Contractor to perform the Obligations.
- C. The Guarantor considers that by providing this guarantee there will be a commercial benefit flowing to it.

THIS DEED PROVIDES

1. Definitions

1.1 Definitions and Interpretation

In this Deed:

Contract means the Out-of-Home Advertising Assets Installation and Maintenance Agreement: Sydney Metro City & Southwest (Contract Number: SMC-21-0250A) dated on or about the date of this Deed between the Principal and the Contractor.

Authority means any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality.

Contractor means oOh!media Street Furniture Pty Limited ABN 77 000 081 872.

Event of Default means any event which constitutes a breach of, or is duly and properly declared to be an event of default (howsoever described) by, the Contract.

Guaranteed Money means all money the payment or repayment of which from time to time forms part of the Obligations.

Insolvency Provision means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any law under which a liquidator or trustee in bankruptcy may set aside or

avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

Legal Opinion means a legal opinion:

- (a) from lawyers to the Guarantor, authorised to practice in the place of incorporation of that Guarantor, stating that this deed is binding and enforceable against that Guarantor;
- (b) which states that it may be relied upon by the Principal; and
- (c) in a form reasonably satisfactory to the Principal.

Obligations means all the liabilities and obligations of the Contractor to the Principal under or arising out of or in any way in connection with the Contract or the work to be carried out or performed by the Contractor under the Contract, and includes any liabilities or obligations which:

- (a) are liquidated or unliquidated;
- (b) are present;
- (c) are in existence before or come into existence on or after the date of this Deed;
- (d) relate to the payment of money or the performance or omission of any act;
- (e) sound in damages only; or
- (f) accrue as a result of any Event of Default,

and irrespective of:

- (g) whether the Contractor is liable or obligated solely, or jointly, or jointly and severally with another person;
- (h) the circumstances in which the Principal comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this Deed, including any assignment of any liability or obligation or of this Deed; or
- (i) the capacity in which the Contractor and the Principal comes to owe or be owed such liability or obligation,

and **Obligation** means any liability or obligation forming part of the Obligations.

Power means any right, power, authority, discretion, remedy or privilege conferred on the Principal by the Contract, by statute, by law or by equity.

Security means a mortgage, charge, pledge, lien, hypothecation, guarantee (including this Deed), indemnity, letter of credit, letter of comfort, contractual right of set-off or combination or other assurance against loss which secures the Guaranteed Money or the performance of any other Obligation, and whether existing at the date of this Deed or at any time in the future.

Specified Rate means the rate which is ■ above the rate expressed as a percentage per annum:

- (a) which is the average of the bid rates shown at or about 10.15 am on reference rate page "BBSY" on the Reuters Monitor System on the day the relevant amount was due and payable for bank accepted bills having a tenor of 30 days; or

- (b) if for any reason the rate referred to in paragraph (a) is no longer available or if there is no rate displayed for that period at that time, then the average of the buying rates quoted by 3 banks selected by the Principal at or about 10.15 am on the relevant date referred to in paragraph (a) for bills accepted by such banks having a tenor of 30 days.

1.2 Defined terms

Terms used in this Deed which are not otherwise defined will have the meaning given to them in the Contract.

1.3 Interpretation

In this Deed unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) a reference to any party to this Deed includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;
- (e) a reference to this Deed or to any other deed, agreement, document or instrument is deemed to include a reference to this Deed or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:
 - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
 - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) headings are for convenience only and do not affect the interpretation of this Deed;

- (i) a reference to:
 - (i) a party or clause is a reference to a party or clause of or to this Deed; and
 - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) for all purposes (other than where designated as a Business Day), "day" means calendar day;
- (l) a reference to "\$" is to Australian currency;
- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

1.4 Limitation

- (a) Notwithstanding any other clause in this Deed but subject to paragraphs (b) and (c) below:
 - (i) the aggregate liability of the Guarantor under this Deed will not exceed the aggregate liability of the Contractor under the Contract;
 - (ii) the liability of the Guarantor under this Deed in connection with a breach of the Contract by the Contractor shall not be greater than the liability of the Contractor under the Contract in respect of the breach;
 - (iii) nothing in this Deed is intended to render the Contractor and the Guarantor liable for the same loss twice for the one breach of the Contract by the Contractor;
 - (iv) the Guarantor is entitled to rely on all defences, limitations and exclusions (including set off and counterclaim) available to the Contractor under the Contract;
 - (v) where the Guarantor is performing any Obligation, the Guarantor will not be required to perform any such Obligation in a manner any different than that required by the Contract; and
 - (vi) payment by one of the Contractor or the Guarantor to or in favour of the Principal shall be deemed to be good discharge against the Principal in respect of that payment.
- (b) The limitation of liability under this clause 1.4 does not apply to liability to pay any interest in accordance with clause 7.3 of this Deed or otherwise.
- (c) Nothing in this clause shall limit the Guarantor's liability for Obligations which arise from or would have arisen from any voided, voidable, unenforceable or irrecoverable Obligations referred to in clause 3(b) of this Deed (if those Obligations had not been voided, avoided, unenforceable or irrecoverable), subject to such

liability not exceeding the liability that the Contractor would have had if the Obligations had not been voided, voidable, unenforceable or irrecoverable.

2. Guarantee

2.1 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Principal the due and punctual performance by the Contractor of all the Obligations.

2.2 Payment by Guarantor

If the Contractor does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Principal the Guaranteed Money which is then due and unpaid or which later becomes due, owing or payable.

2.3 Perform Obligations

If the Contractor defaults in the performance or observance of any of the Obligations, the Guarantor must, in addition to its obligations under clause 2.2 of this Guarantee, on demand from time to time by the Principal, immediately perform any of the Obligations then required to be performed by the Contractor in the same manner as the Contractor is required to perform the Obligations.

3. Indemnity

As a covenant separate and distinct from that contained in clause 2.1, the Guarantor irrevocably and unconditionally agrees to indemnify the Principal and at all times to keep the Principal indemnified against any loss or damage suffered by the Principal arising out of or in connection with:

- (a) any failure by the Contractor to perform the Obligations; or
- (b) any obligation or liability that would otherwise form part of the Obligations being void, voidable or unenforceable against or irrecoverable from the Contractor for any reason, and whether or not the Principal knew or ought to have known of that reason.

4. Liability as guarantor and indemnifier

A reference in this Deed to the obligations or liabilities of the Guarantor is a reference to the Guarantor's obligations or liabilities as either guarantor or indemnifier (or both) under this Deed. The use of the expression "Guarantor" in this Deed in relation to a party must not be construed as diminishing that party's obligations as an indemnifier under this Deed.

5. Nature and preservation of liability

5.1 Absolute liability

- (a) The liability of the Guarantor under this Deed is absolute and is not subject to the performance of any condition precedent or subsequent by the Contractor or the Guarantor.
- (b) This Deed binds each person who has executed it, notwithstanding that:
 - (i) any person, whether named as a party or not, does not execute this Deed;

- (ii) the execution of this Deed by any person is invalid, forged or irregular in any way; or
- (iii) this Deed is or becomes unenforceable, void or voidable against any other person.

5.2 Unconditional liability

The liability of the Guarantor under this Deed will not be affected by any act, omission, matter or thing which, but for this clause 5.2, might operate in law or in equity to release the Guarantor from that liability or to reduce the Guarantor's liability under this Deed, including any of the following:

- (a) the occurrence before, on or at any time after the date of this Deed, of any Insolvency Event in relation to the Contractor or the Guarantor;
- (b) the receipt by the Principal of any payment, dividend or distribution under any Insolvency Provision in relation to the Contractor or the Guarantor;
- (c) the occurrence of any Event of Default;
- (d) the Contract or any payment or other act, the making or doing of which would otherwise form part of the Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;
- (e) the Principal accepting or declining to accept any Security from any person at any time;
- (f) the Principal granting time, waiver or other indulgence or concession to, or making any composition or compromise with, the Contractor or the Guarantor;
- (g) the Principal not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any remedy or right it has for the enforcement of the Contract or any Obligation;
- (h) any laches, acquiescence or other act, neglect, default, omission or mistake by the Principal;
- (i) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Principal or the Contractor or the Guarantor of the Contract or any Obligation;
- (j) any variation to the Contract or any Obligation, whether or not that variation is substantial or material, or imposes any additional liability on or disadvantages the Contractor or the Guarantor;
- (k) the full, partial or conditional release or discharge by the Principal or by operation of law, of the Contractor or the Guarantor from the Contract or any Obligation;
- (l) any change in membership (whether by death or retirement of an existing member, admission of a new member, or otherwise) or in the name of any partnership, firm or association in which the Contractor or the Guarantor is a member;
- (m) the transfer, assignment or novation by the Principal or the Contractor or the Guarantor of all or any of its rights or obligations under the Contract or under any other Obligation;
- (n) any failure by the Principal to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by,

the Principal relating to or affecting the Contractor or the Guarantor at any time before or during the currency of this Deed, whether prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Principal was under a duty to disclose that fact, circumstance, event or thing to the Guarantor or to the Contractor;

- (o) the Principal agreeing with the Contractor or the Guarantor not to sue, issue process, sign or execute judgment, commence proceedings for bankruptcy or liquidation, participate in any administration, scheme or deed of arrangement or reconstruction, prove in any bankruptcy or liquidation, or do anything else in respect of the liability of the Contractor or the Guarantor; or
- (p) the provisions of section 440J of the *Corporations Act 2001* (Cth) operating to prevent or delay:
 - (i) the enforcement of this Deed against any Guarantor; or
 - (ii) any claim for contribution against any Guarantor.

5.3 No merger

- (a) This Deed is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect the Contract or any other Power of the Principal.
- (b) The Principal will hold any judgment or order obtained by it against any person in respect of the Guaranteed Money or the Obligations collaterally with this Deed, and this Deed will not merge in that judgment or order.

5.4 No obligation to gain consent

No consent is required from any Guarantor nor is it necessary for the Guarantor to or be made aware of any event referred to in clause 5.2, any transaction between the Principal and the Contractor, or any particulars concerning any Obligation.

5.5 Appropriation

- (a) The Principal is under no obligation to marshal or appropriate in favour of any Guarantor, or to exercise, apply, transfer or recover in favour of any Guarantor, any Security or any funds or assets that the Principal holds, has a claim on, or has received or is entitled to receive, but may do so in the manner and order as the Principal determines in its absolute discretion.
- (b) The Principal may hold in a suspense account (without liability to pay interest) any money which it receives from the Guarantor, or which it receives on account of the Guarantor's liability under this Deed, and which the Principal may, at its discretion, appropriate in reduction of the Guarantor's liability under this Deed.

5.6 Void or voidable transactions

If:

- (a) the Principal has at any time released or discharged:
 - (i) the Guarantor from its obligations under this Deed; or
 - (ii) any assets of the Guarantor from a Security,

in either case in reliance on a payment, receipt or other transaction to or in favour of the Principal; or

- (b) any payment or other transaction to or in favour of the Principal has the effect of releasing or discharging:
 - (i) the Guarantor from its obligations under this Deed; or
 - (ii) any assets of the Guarantor from a Security;

and:

- (c) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under an Insolvency Provision or under the general law; and
- (d) that claim is upheld or is conceded or compromised by the Principal,

then:

- (e) the Principal will immediately become entitled against the Guarantor to all rights (including under any Security) as it had immediately before that release or discharge;
- (f) the Guarantor must immediately do all things and execute all documents as the Principal may reasonably require to restore to the Principal all those rights; and
- (g) the Guarantor must indemnify the Principal against costs, losses and expenses suffered or incurred by the Principal in or in connection with any negotiations or proceedings relating to the claim or as a result of the upholding, concession or compromise of the claim.

5.7 No set-off, counterclaim

Subject to clause 1.4(a)(iv), the liability of the Guarantor under this Deed will not be reduced or avoided by any defence, set-off or counterclaim available to the Contractor against the Principal.

5.8 Claim on the Guarantor

- (a) Subject to clause 5.8(b), the Principal is not required to make any claim or demand on the Contractor, or to enforce the Contract, or any other right, power or remedy against the Contractor, before making any demand or claim on the Guarantor.
- (b) The Principal agrees not to make a claim or demand for payment of Guaranteed Money against the Guarantor under this Deed unless:
 - (i) the Principal has made a written claim or demand against the Contractor for such Guaranteed Money, a copy of which the Principal gives to the Guarantor at the same time as the Principal makes the claim or demand against the Contractor, and such Guaranteed Money remains unpaid, in whole or in part, for 10 Business Days after the claim or demand is made; or
 - (ii) an Insolvency Event has occurred in relation to the Contractor or the Guarantor.

5.9 No representation by Principal etc.

The Guarantor acknowledges that it has not entered into this Deed as a result of any representation, promise, statement or inducement to the Guarantor by or on behalf of the Principal, the Contractor or any other person.

6. Representations and Warranties

6.1 General representations and warranties

The Guarantor or if there is more than one Guarantor, each Guarantor, represents and warrants to the Principal that:

- (a) this Deed constitutes a valid and legally binding obligation of the Guarantor in accordance with its terms;
- (b) the execution, delivery and performance of this Deed by the Guarantor does not breach any law binding on it, or any document or agreement to which the Guarantor is a party or which is binding on it or any of its assets;
- (c) no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or, to the knowledge of the Guarantor, threatened, which, if adversely determined, may have a material adverse effect on the ability of the Guarantor to perform its obligations under this Deed;
- (d) all information relating to the Guarantor provided to the Principal in connection with this Deed is true in all material respects and is not, by omission or otherwise, misleading in any material respect; and
- (e) the Guarantor has not entered into this Deed as the trustee of any trust.

6.2 Corporate representations and warranties

The Guarantor, or if there is more than one Guarantor, each Guarantor, that is or purports to be a body corporate, further represents and warrants to the Principal that:

- (a) it is duly incorporated and has the corporate power to own its property and to carry on its business as is now being conducted;
- (b) the execution, delivery and performance of this Deed does not breach the constitution of the Guarantor and, if the Guarantor or any of its subsidiaries is listed on the Australian Stock Exchange Limited or on any other stock exchange, those listing requirements or business rules;
- (c) it has the power, and has taken all corporate and other action required, to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed; and
- (d) the Guarantor has filed all corporate notices and effected all registrations with the Australian Securities and Investments Commission and all of those filings and registrations are current, complete and accurate to the extent they are material to the performance of the obligations of the Guarantor under this Deed.

7. Payments

7.1 On demand

All money payable by the Guarantor under this Deed must be paid by the Guarantor on demand by the Principal in immediately available funds to the account and in the manner notified by the Principal to the Guarantor.

7.2 Payment in gross

All money received or recovered by the Principal on account of the Guaranteed Money will be treated as payments in gross without any right on the part of the Guarantor to claim the benefit

of any money received or recovered by the Principal or any Security, until the Principal has been paid 100 cents in the dollar in respect of the Guaranteed Money.

7.3 Interest

As a liability separate and distinct from the Guarantor's liability under clauses 2 and 3, the Guarantor must on demand by the Principal pay interest on all amounts due and payable by it and unpaid under or in respect of this Deed. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment, before and (as a separate and independent obligation) after judgment, at the Specified Rate for successive 90 day interest periods commencing on the date of default and, if not paid when due, will itself bear interest in accordance with this clause 7.3, provided that interest will not be payable under this clause to the extent that interest for late payment to the Principal is incorporated into the calculation of the amount payable under the Contract.

7.4 Merger

If the liability of the Guarantor to pay to the Principal any money under this Deed becomes merged in any judgment or order, then, as an independent obligation, the Guarantor will pay interest on the amount of that money at the rate which is the higher of that payable under clause 7.3 and that fixed by or payable under the judgment or order.

7.5 No set-off or deduction

All payments by the Guarantor to the Principal under this Deed must be:

- (a) subject to clause 1.4(a)(iv), free of any set-off or counterclaim; and
- (b) without deduction or withholding for or on account of any present or future taxes, unless the Guarantor is compelled by law to make any deduction or withholding.

If the Guarantor is compelled by law to make any deduction or withholding for or on account of any present or future taxes (not being taxes on the overall net income of the Principal), then the Guarantor must:

- (c) pay to the Principal any additional amounts necessary to enable the Principal to receive (after all deductions and withholdings for those taxes) a net amount equal to the full amount which would otherwise be payable to the Principal if no deduction or withholding was required to be made;
- (d) promptly (and within the time prescribed by law) pay to the relevant taxing authority the amount of those taxes which it is compelled by law to deduct or withhold, and indemnify the Principal for any taxes and interest or penalties to which the Principal may become liable consequent on the failure of the Guarantor to pay those taxes; and
- (e) deliver to the Principal, promptly on request from the Principal, a copy of any receipt issued by the relevant taxing authority on payment of those taxes.

7.6 Currency indemnity

- (a) The Australian Dollar is the currency of payment by the Guarantor under or in connection with this Deed, except that payment by the Guarantor of or in relation to any Obligation which is denominated in a foreign currency must be made in that foreign currency.
- (b) If for any reason any amount payable by the Guarantor under or in connection with this Deed is received by the Principal in a currency (**Payment Currency**) other than the currency (**Agreed Currency**) in which that amount is required to be paid under this Deed (whether as a result of any judgment or order, the liquidation of the

Guarantor or otherwise), and the amount obtained (net of charges) by the Principal on its conversion of the amount of the Payment Currency received into the Agreed Currency is less than the amount payable under this Deed in the Agreed Currency, then the Guarantor will, as an independent and additional obligation, indemnify the Principal for that deficiency and for any loss sustained as a result of that deficiency.

8. Expenses and stamp duties

8.1 Expenses

The Guarantor must on demand reimburse the Principal for and keep the Principal indemnified against all expenses, including legal fees, costs and disbursements on a solicitor/own client basis (or on a full indemnity basis, whichever is the higher) assessed without the necessity of taxation, incurred by the Principal in connection with:

- (a) any consent, agreement, approval, waiver, amendment to or discharge of this Deed; and
- (b) any exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, of any rights under this Deed.

8.2 Stamp duties

- (a) The Guarantor must pay all stamp duties, transaction, registration and similar taxes, including fines and penalties, financial institutions duty and debits tax, which may be payable to or required to be paid by any appropriate authority, or determined to be payable in connection with the execution, delivery, performance or enforcement of this Deed or any payment, receipt or other transaction contemplated by this Deed; and
- (b) the Guarantor must indemnify the Principal against any loss or liability incurred or suffered by it as a result of the delay or failure by the Guarantor to pay taxes.

8.3 Goods and Services Tax

If the Principal is or becomes liable to pay any GST (including any penalty) in respect of any supply it makes under, or in connection with, this Deed (GST Liability) then:

- (a) to the extent that an amount is payable by the Guarantor to the Principal under this Deed for that supply - the amount will be increased by the full amount of the GST Liability; and
- (b) otherwise - the Guarantor will indemnify and keep the Principal indemnified for the full amount of the GST Liability.

9. Assignment

The Principal may assign, novate or otherwise transfer all or any part of its rights under this Deed and may disclose to a proposed assignee or transferee any information in the possession of the Principal relating to the Guarantor.

9A Guarantor Financial Mitigation Plan

Where a Guarantor Financial Mitigation Plan has been provided pursuant to clause 32(c) of the Contract and it has not been the subject of a notice Principal notice under clause 32(d) of the Contract, the Guarantor must regularly and diligently progress the Guarantor Financial Mitigation Plan.

10. Governing law, jurisdiction and arbitration

10.1 Governing law

This Deed, and where applicable the arbitration reference contained in clause 10.3, is governed by and will be construed according to the laws of New South Wales.

10.2 Jurisdiction

- (a) This clause 10.2 only applies where clauses 10.3 to 10.7 do not apply.
- (b) The Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts and appellate courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought relating in any way to this Deed.
- (c) The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceeding has been brought in an inconvenient forum, where that venue falls within paragraph (b) of this clause.

10.3 Reference to arbitration

- (a) Clauses 10.3 to 10.7 will only apply where the Guarantor is a foreign company (as defined in section 9 of the *Corporations Act 2001* (Cth)).
- (b) Any controversy, claim or dispute directly or indirectly based upon, arising out of, relating to or in connection with this Deed (including but not limited to any question relating to the existence, validity or termination of this Deed) shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Arbitration Rules).
- (c) The seat of the arbitration will be Sydney.
- (d) The number of arbitrators will be one.
- (e) The language of the arbitration will be English.

10.4 Powers of the arbitrator

The arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.

10.5 Consolidation

The parties agree that section 24 of the *International Arbitration Act 1974* (Cth) will apply in respect of consolidations.

10.6 Joinder

The arbitral tribunal has the power, on the application of any party to the arbitration, to allow a third party who the arbitrator considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party to this Deed hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitrator has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

10.7 Award final and binding

Any award will be final and binding upon the parties.

10.8 Guarantor incorporated outside Australia

If the Guarantor is incorporated outside of Australia, a Legal Opinion must be provided by the Guarantor to the Principal, on the date of execution of this Deed.

11. Miscellaneous

11.1 Notices

- (a) Any notices contemplated by this Deed must be in writing and delivered or posted by prepaid express post to the relevant address or sent to the facsimile number as set out below (or to any new address or facsimile number that a party notifies to the others):
 - (i) to the Principal: Level 43, 680 George Street, Sydney NSW 2000
 - (ii) to the Guarantor: Level 2, 73 Miller Street, North Sydney NSW 2060
- (b) A notice sent by prepaid express post will be taken to have been received by the addressee:
 - (iv) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting; and
 - (v) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting.
- (c) A notice sent by facsimile will be taken to have been received on the next day after the day shown on the transmission record showing the number of the person to whom it is addressed in accordance with paragraph (a), which is a Business Day.

11.2 Continuing obligation

This Deed is a continuing obligation notwithstanding any termination by the Guarantor, settlement of account, intervening payment, express or implied revocation or any other matter or thing, and the Principal will continue to be entitled to the benefit of this Deed as regards the due and punctual performance of all the Obligations until a final discharge has been given to the Guarantor.

11.3 Further assurance

The Guarantor must immediately on the request of the Principal, and at the cost of the Guarantor, do and perform all further acts and things and execute and deliver all further documents as the Principal reasonably requires, or as are required by law, to perfect or to give effect to the rights and powers of the Principal created, or intended to be created, by this Deed.

11.4 Form of demand

A demand on the Guarantor for payment under this Deed may be in the form and contain any information as the Principal determines, provided it includes particulars of the relevant default in the due and punctual performance of the Obligations.

11.5 Entire agreement

This Deed constitutes the entire agreement and understanding between the parties and will take effect according to its tenor despite, and supersede:

- (a) any prior agreement (whether in writing or not), negotiations and discussions between the parties in relation to the subject matter of this Deed; or
- (b) any correspondence or other documents relating to the subject matter of this Deed that may have passed between the parties prior to the date of this Deed and that are not expressly included in this Deed.

11.6 Joint and several liability

The obligations of the Guarantor, if more than one person, under this Deed, are joint and several. Each person constituting the Guarantor acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Deed) of the other as if those acts or omissions were its own and the Principal may proceed against any or all of them. This Deed binds each person who signs as a "Guarantor" even if another person who was intended to become a "Guarantor" does not become a "Guarantor" or is not bound by this Deed.

11.7 Severance

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

11.8 Remedies cumulative

Each Power is cumulative and in addition to each other Power available to the Principal.

11.9 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.
- (b) Any waiver or consent given by the Principal under this Deed will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.
- (c) No waiver by the Principal of:
 - (i) a breach of any term of this Deed; or
 - (ii) any other failure by the Guarantor to comply with a requirement of this Deed,

will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Deed or failure to comply with any other requirement of this Deed.

11.10 Consents

Any consent of the Principal referred to in, or required under, this Deed may be given or withheld, or may be given subject to any conditions, as the Principal (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise.

11.11 Vienna Convention

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Deed.

11.12 Moratorium legislation

To the fullest extent permitted by law, the provisions of all laws operating directly or indirectly to lessen or affect in favour of the Guarantor any obligation under this Deed, or to delay or otherwise prevent or prejudicially affect the exercise of any Power, are expressly waived.

11.13 Variations

This Deed may only be varied by a document signed by or on behalf of both the Principal and the Guarantor.

11.14 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of the Principal or the Guarantor is to be construed as doing so only to the extent permitted by law.

11.15 Counterparts

- (a) This Deed need not be executed by the Principal.
- (b) If the Guarantor is more than one person, a Guarantor may execute this Deed in one or more separate counterparts, each of which constitutes the deed of that Guarantor.

11.16 Confidentiality

- (a) Subject to paragraph (b), each party must keep the terms of this Deed confidential.
- (b) A party may make any disclosure in relation to this Deed:
 - (i) to a professional adviser, financial adviser, insurer, rating agency, financier or auditor if that person is obliged to keep the information disclosed confidential;
 - (ii) to the extent required to comply with any law, a requirement of a regulatory body (including any relevant stock exchange) or pursuant to administrative request or Parliamentary requirement;
 - (iii) to any of its employees or officers to whom it is necessary to disclose the information;
 - (iv) in connection with any legal or arbitral proceeding under or in relation to this Deed;
 - (v) to obtain the consent of a third party to a term of, or to an act under, this Deed;

- (vi) to a "related body corporate", as defined in section 9 of the *Corporations Act 2001* (Cth), as long as it advises that related body corporate of the confidential nature of the terms of this Deed;
- (vii) (in the case of the Principal) to a potential assignee provided they agree to keep the terms of this Deed confidential;
- (viii) (in the case of the Principal) to a related agency or to its responsible Minister;
- (ix) with the prior consent of the other party to this Deed; or
- (x) if the information disclosed has come into the public domain through no fault of the party (or its Personnel or related bodies corporate) making the disclosure.

Executed as a deed.

Signed for and on behalf of Sydney Metro ABN 12 354 063 515 by its authorised delegate in the presence of:

Signature of witness

Signature of authorised delegate

Full name of witness

Full name of authorised delegate

Date

Executed by [Insert name of Guarantor] ABN [insert] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Date

Date

Schedule 9 - Form of Bank Guarantee

Bank Guarantee

This deed poll (**Undertaking**) made on the date of execution of this deed poll

In favour of: **Sydney Metro ABN 12 354 063 515** of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)

Given by: [] (**Institution**)

Recitals

- A. By an agreement entitled "Out-of-Home Advertising Assets Installation and Maintenance Agreement: Sydney Metro City & Southwest" (**Agreement**) between [] ABN [] (**Supplier**) and the Principal the Supplier agreed to carry out the Services (as defined in the Agreement).
- B. Under the provisions of the Agreement, the Supplier is required to provide this Undertaking to the Principal.

Operative

1. The Institution unconditionally undertakes and covenants to pay to the Principal on demand without reference to the Agreement and notwithstanding any notice given by the Supplier to the Institution not to do so, any sum or sums which may from time to time be demanded in writing by the Principal to a maximum aggregate sum of # (\$).
2. The Institution's liability under this Undertaking will be a continuing liability and will continue until payment is made under this Undertaking of the maximum aggregate sum or until the Principal notifies the Institution that this Undertaking is no longer required.
3. The liability of the Institution under this Undertaking must not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Institution) in any of the stipulations or provisions of the Agreement or the Services or acts or things to be executed, performed and done under the Agreement or by reason of any breach or breaches of the Agreement by the Supplier or the Principal.
4. The Institution may at any time without being required so to do pay to the Principal the maximum aggregate sum less any amount or amounts it may previously have paid under this Undertaking and thereupon the liability of the Institution hereunder will immediately cease.
5. This Undertaking will be governed by and construed in accordance with the laws for the time being of the State of New South Wales.

Executed as a deed poll.

Signed, sealed and delivered for and)
on behalf of [Insert] ABN [insert] by its)
attorney)
)

.....
Name of attorney (print))

Under power of attorney)

Registration Number / Book Number)

(Powers of attorney created in Victoria do not have a number. Insert
the date of the power of attorney instead.)

.....

in the presence of:

.....
Signature of witness

.....
Name of witness (print)

.....
Signature of attorney

By executing this document the attorney
states that the attorney has received no
notice of revocation of the power of
attorney

.....20.....
Date

Schedule 10 – Scope of Certification

1 Scope of Certification

The Independent Certifier's scope of certification include all the functions, obligations, duties and services which the Agreement contemplates will be discharged by the Independent Certifier. To the extent of any discrepancy between this Schedule 10 and the Agreement, the Agreement will prevail.

The Independent Certifier will review information made available to the Independent Certifier by the Principal and the Supplier, and attend meetings as required in order to become fully acquainted with its scope of services.

The Independent Certifier will:

- (a) certify design and engineering compliance as contemplated in clause 10.1(d)(iv) of the Agreement (including certification of AADP Works and issuing Completion Certificates in accordance with clause 10.7 of the Agreement);
- (b) carry out the following inspections on each Advertising Asset in accordance with the timeframes set out in the Advertising Asset Register and as required by the Principal following severe weather events:
 - (i) **structural inspection:** inspection of all uprights, beams, frames, cladding, footings, ladders, chains, cables, gantries and bolts used in the Advertising Assets in accordance with, and to ensure that they comply with, the engineering standard available at <https://www.transport.nsw.gov.au/industry/asset-management-branch> (as may be updated from time to time); and
 - (ii) **electrical inspection:** inspection of all electrical low voltage components included in the Advertising Assets in accordance with, and to ensure that they comply with, the engineering standard available at <https://www.transport.nsw.gov.au/industry/asset-management-branch> (as may be updated from time to time),

in order to ensure their compliance with all relevant Laws, Statutory Requirements and standards;
- (c) provide the details required for the Advertising Asset Register in accordance with clause 10.11(b)(i) of the Agreement; and
- (d) carry out the review and produce the report contemplated by clause 25.4(a) of the Agreement.

2 Certification to IC Categories

- (a) Structural Inspection Categories

The Independent Certifier is to certify the structures is inspected according to the following categories:

IC Category	Description
1	Advertising Asset in as-new/repared condition. Re-inspection required within three (3) years from the date of this inspection

IC Category	Description
2	Minor damage to structure that does not adversely affect its performance (e.g. surface corrosion). Re-inspection required within two (2) years of this inspection.
3	Moderate damage to structure requiring repairs within six (6) months (e.g. section loss due to corrosion, rotting). Re-inspection required on completion of repair work.
4	Extensive damage to structure requiring repairs within four (4) weeks. Re-inspection required on completion of repair work.
5	Severe damage that has rendered an Advertising Asset structurally inadequate immediately or in the short-term. Advertising Asset is to be demolished immediately. Re-inspection required on completion.

(b) Electrical Inspection Categories

The Independent Certifier is to certify the electrical inspections according to the following categories:

IC Category	Description
1	New or refurbished wiring, re-inspection required in four (4) years from the date of installation.
2	Minor non-conformance that does not adversely affect its performance or safety. Re-inspection required within one (1) year of this inspection.
3	Non-conformance or wear and tear with repairs required within six (6) months. Re-inspection required on completion of repair work.
4	Major non-conformance or wear and tear with repairs required within four (4) weeks. Reinspection required on completion of repair work.
5	Dangerous situation requiring immediate isolation of electrical supply and repair. Advertising Asset and area to be made safe immediately, then rectification required within five (5) days. Reinspection required on completion of work.

3 **Corrective action list**

The Independent Certifier will provide a corrective action list for each Advertising Asset (applicable to the defects observed and/or maintenance required) following the inspections contemplated by clause 2 (Certification) of this Schedule 10. The corrective action list is to be written in such a manner that the Supplier has a clear and unequivocal description of the work necessary to rectify the defects. A photograph of defects must be included in the reporting process to assist with the interpretation of the recommended corrective actions by the Supplier.

4 **Provision and timing of work site protection**

- (a) The Independent Certifier must only access a work site under the control of the Supplier.

- (b) The Independent Certifier must provide a 'Safe Work Method Statement(s)' (as the term is defined in the *Work Health and Safety Regulation 2017* (NSW)) for review by the Supplier detailing work to be carried out under this Agreement.
- (c) Any special lighting or special access requirements to carry out the inspections must be provided by the Independent Certifier.
- (d) The parties agree that while at a work site the Independent Certifier will be treated as if it were a subcontractor to the Supplier and the Independent Certifier must comply with the directions of the Supplier with respect to work health and safety when carrying out its obligations under this Agreement.

5 Asset Condition Status Report

Not later than the last day of every month, the Independent Certifier will issue (to the Principal and the Supplier) an "Asset Condition Status Report" for each Advertising Asset inspected containing at a minimum the following information:

- (a) the Advertising Asset ID;
- (b) date of issue;
- (c) IC Category;
- (d) date of inspection;
- (e) full description of the non-conformance found;
- (f) full description of corrective action required to ensure the Advertising Assets inspected in that Quarter will be brought back to their Normal Operating Condition;
- (g) full description of any maintenance required;
- (h) date of next inspection based on the category provided;
- (i) miscellaneous (photos, sketches, etc); and
- (j) estimated life expiry date of the Advertising Asset (assuming recommended corrective action is taken),

using the templates for Structural and Electrical inspections attached (**Asset Condition Status Report**).



**ADVERTISING ASSET
CONDITION SURVEY
(STRUCTURAL)**

Page 1 of 4

SITE			
DATE		TIME	INSPECTOR:
ASSET ID #		GPS	INSPECTOR'S SIGNATURE:
DESCRIPTION AND FINDINGS			
<input type="checkbox"/> FREE-STANDING	<input type="checkbox"/> WALL-MOUNTED		<input type="checkbox"/> INTERCHANGE
<input type="checkbox"/> WHS COMPLIANT			
INSPECTION CATEGORY (circle) 1 2 3 4 5		NEXT INSPECTION DATE	
COMMENTS			
SKETCH/PHOTO			

GENERAL NOTES

- All inspections are to be performed by a suitably qualified individual with a tertiary degree/diploma in civil/structural engineering or a minimum of 5 years' experience within the civil/structural engineering field.
- Inspector to use their professional judgement to assign the asset an inspection category (refer below) and therefore the next re-inspection date. The assigned inspection category should adequately reflect the current condition of the asset and/or structure, the potential for further deterioration, and the relative risk to the public or other assets should it fail.
- It is assumed that inspectors are familiar with Sydney Metro procedures and relevant technical documentation. The following documents are considered to be a useful reference:
ESC 100: Civil Technical Maintenance Plan
ESC 302: Structures Defect Limits
SPC 301: Structures Construction
TMC 110: Structures Service Schedules
TMC 300: Structures General
TMC 301: Structures Examination Manual
TMC 302: Structures Repair Manual
TMC 305: Structures Assessment
- Defects that are positively identified should be expanded upon in the comments section, along with any other information the inspector feels adds value to the report.
- All defects should be recorded with a photograph.
- The following items are recommended for carrying out inspections:
 - Measuring tape (non-metal/conductive)
 - Vernier callipers
 - Spirit level (preferably with electronic gradient measurement functionality)
 - Ultrasonic thickness meter (training and calibration required)
 - Wire brush
 - Torch
 - Digital camera
 - Binoculars
 - Geologist's hammer

INSPECTION CATEGORIES

CATEGORY	DESCRIPTION
1	Asset in as-new/repared condition. Re-inspection required within 4 years from the date of this inspection
2	Minor damage to structure that does not adversely affect its performance (e.g. surface corrosion). Re-inspection required within 2 years of this inspection.
3	Moderate damage to structure requiring repairs within 6 months (e.g. section loss due to corrosion, rotting). Re-inspection required on completion of repair work.
4	Extensive damage to structure requiring repairs within 4 weeks. Re-inspection required on completion of repair work.
5	Severe damage that has rendered the asset structurally inadequate immediately or in the short-term. Asset is to be demolished immediately. Re-inspection required on completion.

ACCESS REQUIREMENTS			<u>INSPECTION NOTES:</u>
<input type="checkbox"/> Key required	<input type="checkbox"/> Ladder required	<input type="checkbox"/> Via roadway	Detail any other access requirements in the comments section. If none, comment should be recorded as "NIL".
<input type="checkbox"/> Catwalk/handrails, etc	<input type="checkbox"/> Correct PPE	<input type="checkbox"/> WHS compliant	
ADDITIONAL COMMENTS			
FOUNDATIONS			<u>INSPECTION NOTES:</u>
<input type="checkbox"/> NOT APPLICABLE			In the absence of information regarding the type and size of the foundations, measure the verticality of the vertical supports, preferably using an electronic level. Significant out-of-verticality may be an indication of footing rotation and/or undersized footings, and may require further investigation. Detail the extent of any defects in the comments section. If none, record as "NIL".
<input type="checkbox"/> Pad footing	<input type="checkbox"/> Corroded reinforcement	<input type="checkbox"/> Directly embedded footing	
<input type="checkbox"/> Loose surrounding soil	<input type="checkbox"/> Firm surrounding soil	<input type="checkbox"/> Evidence of movement	
<input type="checkbox"/> Evidence of erosion	<input type="checkbox"/> Damaged concrete	<input type="checkbox"/> Gradient of vertical sign supports	
ADDITIONAL COMMENTS			
BASE PLATES			<u>INSPECTION NOTES:</u>
<input type="checkbox"/> NOT APPLICABLE			Detail the extent of any defects in the comments section. If none, record as "NIL".
<input type="checkbox"/> Mortar present	<input type="checkbox"/> Mortar damaged	<input type="checkbox"/> Missing bolts	
<input type="checkbox"/> Missing nuts	<input type="checkbox"/> Corrosion	<input type="checkbox"/> Cracking in plates	
<input type="checkbox"/> Cracking in welds	<input type="checkbox"/> Water pooling		
ADDITIONAL COMMENTS			

CLADDING GLASS ROOF			<input type="checkbox"/> NOT APPLICABLE	<u>INSPECTION NOTES:</u>
<input type="checkbox"/> Damaged panels	<input type="checkbox"/> Loose panels	<input type="checkbox"/> Missing fixings		Detail any other non-conformance requirements in the comments section. If none, record as "NIL".
<input type="checkbox"/> Loose fixings				
ADDITIONAL COMMENTS				
SIGNAGE SUPPORT STRUCTURE				<u>INSPECTION NOTES:</u>
<input type="checkbox"/> STEEL	<input type="checkbox"/> OTHER	<input type="checkbox"/> FIXINGS		Detail any other non-conformance requirements in the comments section. If none, record as "NIL".
<input type="checkbox"/> Corrosion	<input type="checkbox"/>	<input type="checkbox"/> Corrosion		
<input type="checkbox"/> Cracking in plates	<input type="checkbox"/>	<input type="checkbox"/> Bolts missing		
<input type="checkbox"/> Cracking in welds	<input type="checkbox"/>	<input type="checkbox"/> Nuts missing		
<input type="checkbox"/> Buckling	<input type="checkbox"/>			
ADDITIONAL COMMENTS				



**ADVERTISING ASSET
CONDITION SURVEY
(ELECTRICAL)**

Page 1 of 4

SITE				
DATE		TIME		INSPECTOR
ASSET ID #		GPS		INSPECTOR'S SIGNATURE:
DESCRIPTION AND FINDINGS				
<input type="checkbox"/> FREE-STANDING	<input type="checkbox"/> WALL-MOUNTED		<input type="checkbox"/> INTERCHANGE	<input type="checkbox"/> SOLAR
<input type="checkbox"/> WHS COMPLIANT				
INSPECTION CATEGORY (circle)		1 2 3 4 5	NEXT INSPECTION DATE	
COMMENTS				
SKETCH/PHOTO				

GENERAL NOTES

- All inspections are to be performed by a suitably qualified individual with a tertiary degree/diploma in the electrical field and minimum of 5 years' experience.
- Inspector to use their professional judgement to assign the asset an inspection category (refer below) and therefore the next re-inspection date. The assigned inspection category should adequately reflect the current condition of the electrical system, the potential for further deterioration, and the relative risk to the public or other assets should it fail/malfunction.
- It is assumed that inspectors are familiar with Sydney Metro procedures and relevant technical documentation. The following documents are considered to be a useful reference:
 - EP 12 00 00 02 SP: Low Voltage Distribution & Installations Earthing References & Definitions
 - EP 12 10 00 21 SP: Low Voltage Installation Earthing
 - EP 00 00 00 01 TI: RailCorp Electrical System General Description
 - EP 00 00 00 16 SP: Electrical Power System Signage
 - EP 17 00 00 06 SP: Installation Inspections
- Defects that are positively identified should be expanded upon in the comments section, along with any other information the inspector feels adds value to the report.
- All defects should be recorded with a photograph.
- The following items are recommended for carrying out inspections:
 - Measuring tape (non-metal/conductive)
 - Lux meter
 - Torch
 - Digital camera
 - Binoculars

INSPECTION CATEGORIES

CATEGORY	DESCRIPTION
1	New or refurbished wiring, re-inspection required in 4 years from the date of installation.
2	Minor non-conformance that does not adversely affect its performance or safety. Re-inspection required within 1 year of this inspection
3	Non-conformance or wear and tear with repairs required within 6 months. Re-inspection required on completion of repair work.
4	Major non-conformance or wear and tear with repairs required within 4 weeks. Reinspection required on completion of repair work.
5	Dangerous situation requiring immediate isolation of electrical supply and repair. Asset and area to be made safe immediately, then rectification required within 5 days. Reinspection required on completion of work.

ACCESS REQUIREMENTS			<u>INSPECTION NOTES:</u> Detail any other access requirements in the comments section. If none, comment should be recorded as "NIL".
<input type="checkbox"/> Key required	<input type="checkbox"/> Ladder required	<input type="checkbox"/> Via roadway	
<input type="checkbox"/> Catwalk/handrails, etc	<input type="checkbox"/> Correct PPE	<input type="checkbox"/> WHS compliant	
ADDITIONAL COMMENTS			
LIGHT FITTINGS <input type="checkbox"/> NOT APPLICABLE			<u>INSPECTION NOTES:</u> Detail the extent of any defects in the comments section. If none, record as "NIL". Turn on bypass switch to check if lamps are operating.
<input type="checkbox"/> Type (if known/visible): _____			
<input type="checkbox"/> Lamps operating	<input type="checkbox"/> Internal light fittings	<input type="checkbox"/> External light fittings	
<input type="checkbox"/> Damage to sign face	<input type="checkbox"/> Diffuser cracked	<input type="checkbox"/> Body cracked	
ADDITIONAL COMMENTS			
POWER <input type="checkbox"/> NOT APPLICABLE			<u>INSPECTION NOTES:</u> Detail the extent of any defects in the comments section. If none, record as "NIL".
<input type="checkbox"/> Cracked conduits	<input type="checkbox"/> Damaged cable insulation	<input type="checkbox"/> Damaged cable supports	
<input type="checkbox"/> Steel conduit	<input type="checkbox"/> Plastic conduit	<input type="checkbox"/> Faulty solar equipment	
ADDITIONAL COMMENTS			

SWITCHBOARDS			INSPECTION NOTES:
<input type="checkbox"/> Lockable	<input type="checkbox"/> Damaged weather seals	<input type="checkbox"/> Corrosion in cabinet	Detail the extent of any defects in the comments section. If none, record as "NIL". If accessible, cover the PE Cell and note if sign turns on.
<input type="checkbox"/> Damaged cabinet	<input type="checkbox"/> Control circuit operation	<input type="checkbox"/> Corrosion of earth system	
<input type="checkbox"/> Conductive	<input type="checkbox"/> Non-conductive	<input type="checkbox"/> Compliant with standards	
ADDITIONAL COMMENTS 			

Schedule 11 – Form of Statutory Declaration (NSW)

Statutory Declaration		Oaths Act (NSW) Ninth Schedule
I,..... of		insert full name of Declarant insert address
do solemnly and sincerely declare that:		
1.	I am the representative of: (the Contractor) in the Office Bearer capacity of:	insert name of Contractor, and ACN if applicable insert position title of Declarant
2.	The Contractor has a contract with the [.....]: (the Contract)	insert name of Contract
3.	I personally know the facts which I have set out in this declaration.	
4.	All employees who have at any time been engaged by the Contractor for work done under the Contract: a) 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 work under the Contract, and b) 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 work under the Contract pursuant to any award, enterprise agreement, act or regulation, with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below: Employee: Amount unpaid or not accrued:	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.
5.	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).	
5A.	Where the Contractor holds any retention money from a Subcontractor, the Contractor has complied with all requirements under the Building and Construction Industry Security of Payment Regulation 2020 (NSW), with the exception of the items listed below:	

.....
.....
.....
.....
insert details of
any non-
compliances

6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of 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 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 (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 work 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)

Before me:

.....
(Signature of person before whom the declaration is made)

.....
(Name of the person before whom the declaration is made)

.....
(Title* of the person before whom the declaration is made)

* The declaration must be made before one of the following persons:

- where the declaration is sworn within the State of New South Wales:

- (i) a justice of the peace of the State of New South Wales;
- (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or
- (iii) a notary public.

- where the declaration is sworn in a place outside the State of New South Wales:

- (i) a notary public; or
- (ii) any person having authority to administer an oath in that place.

And as a witness, I certify the following matters concerning the person who made this affidavit (the **deponent**):

1. I saw the face of the deponent.

[OR]

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

2. I have known the deponent for at least 12 months.

[OR]

I have confirmed the deponent's identity using the following identification document:

[insert description of ID document]

.....
Signature of witness

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

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

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

Annexure B

Subcontractor's Statement

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 s 175B *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW), and s 127 *Industrial Relations Act 1996* (NSW) 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 (NSW), 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) SignatureFull name.....
- (g) Position/TitleDate/...../.....

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 (NSW).

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW) and section 127 of the *Industrial Relations Act 1996* (NSW). 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 section 127 of the *Industrial Relations Act 1996* (NSW), 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* (NSW) 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* (NSW) 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* (NSW), 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* (NSW) 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 website www.safework.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website 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.

Schedule 12 – Not Used

Schedule 13 - Modification to the Expert Determination Rules

Pursuant to Rule 4(2)(b) of the Resolution Institute Expert Determination Rules (**Rules**), the parties agree to modify the application of the Rules as follows:

Modifications are underlined or ~~struck-out~~.

RULE 1 Definitions

"Business Days" means any day in New South Wales other than a Saturday, Sunday or public holiday or 27, 28, 29, 30 or 31 December.

"Relevant Proportionate Liability Legislation" means:

- (a) Part IV of the Civil Liability Act 2002 (NSW);
- (b) Part IVAA of the Wrongs Act 1958 (Vic);
- (c) Chapter 2, Part 2 of the Civil Liability Act 2003 (Qld);
- (d) Part 1F of the Civil Liability Act 2002 (WA);
- (e) the Proportionate Liability Act 2005 (NT);
- (f) Chapter 7A of the Civil Law (Wrongs) Act 2002 (ACT);
- (g) Part 3 of the Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001 (SA);
- (h) Part 9A of the Civil Liability Act 2002 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Relevant Security of Payment Legislation" means:

- (a) the Building and Construction Industry Security of Payment Act 1999 (NSW);
- (b) the Building and Construction Industry Security of Payment Act 2002 (Vic);
- (c) the Building and Construction Industry Payments Act 2004 (Qld);
- (d) the Building and Construction Industry (Security of Payment) Act 2021 (WA);
- (e) the Construction Contracts (Security of Payment) Act 2004 (NT);
- (f) the Building and Construction Industry (Security of Payment) Act 2009 (ACT);
- (g) the Building and Construction Industry Security of Payment Act 2009 (SA);
- (h) the Building and Construction Industry Security of Payment Act 2009 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"the Contract" mean the deed titled "Out-of-Home Advertising Assets Installation and Maintenance Agreement: Sydney Metro City & Southwest" (Contract No: SMC-21-0250A) between the Principal and the Supplier.

RULE 2 Appointment of the Expert

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:

- a. by a person agreed between the parties; or
- b. if the parties are unable to agree on the identity of the person to be appointed within 3 Business Days of a party giving the other party a Notice of Dispute, by a person nominated by the Australian Centre for International Commercial Arbitration (ACICA) Resolution Institute,

who accepts appointment as Expert.

2. Rule 2.2 is deleted in its entirety.
3. [no modification]
4. [no modification]
5. [no modification]

RULE 3 Agreement to be bound

1. [no modification]
2. Rule 3.2 is deleted in its entirety.

RULE 5 Role of the Expert

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the Contract, the requirements of procedural fairness and according to law.
2. [no modification]
3. [no modification]
4. (a) The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.

 (b) The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.

 (c) If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.

 (d) The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c), unless the parties agree otherwise.
5. [no modification]

RULE 9 Conduct of the Process

1. [no modification]
2. [no modification]
3. ~~If The parties agree in writing (in the Agreement or otherwise), that~~ the procedure in Schedule B ~~shall~~ will apply.

4. The rules of evidence do not apply to the Process.

RULE 10 The Expert's Determination

1. ~~As soon as reasonably practicable after receiving the submissions and evidentiary material from the parties pursuant to Rule 9, the~~ The Expert shall determine the Dispute between the parties and notify such determination in writing to the parties within the time period specified in the Contract.
2. [no modification]
3. ~~Subject to any rule of law or equity or written agreement of the parties to the contrary, Unless otherwise agreed by the parties, the Expert's determination:~~
 - a. may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;
 - b. must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;
 - c. may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and
 - d. to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.
4. [no modification]

RULE 12 Waiver of Right to Object

Rule 12 is deleted in its entirety.

RULE 14 Extension of Limitation Period

Rule 14 is deleted in its entirety.

SCHEDULE B

1. The reference to "twenty one (21) days" is replaced by "ten Business Days".
2. The reference to "twenty one (21) days" is replaced by "twenty Business Days".
3. The reference to "twenty one (21) days" is replaced by "five Business Days".
4. [no modification]
5. [no modification]
6. [no modification]
7. [no modification]
8. [no modification]

Schedule 14 – Form of Access and Interface Deed Poll

THIS DEED POLL is made on [year]

IN FAVOUR OF:

- (1) [Insert name] ABN [number] of [address] ([Site] Contractor)
 - (2) [Insert name] ABN [number] of [address] (Appointed Principal Contractor); and
 - (3) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (Principal),
- (together, the **Beneficiaries**)

GIVEN BY:

- (4) [Insert name] ABN [number] of [address] (Accessing Contractor)

RECITALS:

- (A) Pursuant to the deed titled "[insert]" (Contract No: [insert]) dated [insert] (Contract), the [Site] Contractor agreed to, among other things, design and construct certain works and carry out certain activities (Project Works) on the land more particularly described in the Contract (the Construction Site).
- (B) The Accessing Contractor has been appointed under a contract to undertake certain works and activities on the Construction Site (Construction Site Interface Work).
- (C) For the purposes of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) (together, the **WHS Legislation**), the Project Works and the Construction Site Interface Work are a 'construction project' within the meaning of the WHS Legislation.
- (D) The Appointed Principal Contractor is authorised to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- (E) Under the provisions of the Contract, the Principal is required to procure the provision of this deed poll from certain contractors that undertake Construction Site Interface Work.

This deed poll witnesses that the Accessing Contractor hereby covenants, warrants and agrees with and for the benefit of the Beneficiaries as follows:

1. In consideration of the [Site] Contractor and the Appointed Principal Contractor accepting this deed poll, the Accessing Contractor agrees that:
 - (a) the Accessing Contractor, its subcontractors and their respective personnel while they are on the Construction Site, will comply with Construction Site safety regulations, any Construction Site rules or regulations and with all directions of the [Site] Contractor and the Appointed Principal Contractor with respect to work health and safety;
 - (b) the Accessing Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the [Site] Contractor and the Appointed Principal Contractor so that the Appointed Principal Contractor discharges its obligations as principal contractor;

- (c) the Accessing Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the [Site] Contractor and the Appointed Principal Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;
- (d) the Accessing Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the [Site] Contractor and the Appointed Principal Contractor while on the Construction Site;
- (e) the [Site] Contractor and the Appointed Principal Contractor may exclude the Accessing Contractor, any of its subcontractors and their respective personnel from the Construction Site for work health and safety reasons;
- (f) the [Site] Contractor and the Appointed Principal Contractor may direct the Accessing Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
- (g) where high risk construction work, as reasonably determined by the [Site] Contractor and the Appointed Principal Contractor, is to be carried out in the performance of the Construction Site Interface Work, the Accessing Contractor must:
 - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
 - (ii) provide a copy of the safe work method statement to the Principal, the [Site] Contractor and the Appointed Principal Contractor prior to the commencement of high risk construction work;
 - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
 - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
 - (v) where so directed by the [Site] Contractor and the Appointed Principal Contractor, suspend the performance of any high risk construction work;
- (h) the Accessing Contractor will in carrying out the Construction Site Interface Work, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
- (i) in its contracts with subcontractors, the Accessing Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Accessing Contractor under this deed poll.

2. The Accessing Contractor indemnifies the [Site] Contractor and the Appointed Principal Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Appointed Principal Contractor as a result of:

- (a) any failure by the Accessing Contractor to comply with any direction given by the [Site] Contractor or the Appointed Principal Contractor in accordance with this deed poll; or
- (b) any breach by the Accessing Contractor, any of its subcontractors or their respective personnel of:
 - (i) their respective contractual or legislative work health and safety obligations; or
 - (ii) the provisions of this deed poll.

3. This deed poll will be governed by and construed in accordance with the law for the time being of New South Wales.

EXECUTED as a deed poll.

Executed by [Accessing Contractor] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/other director

Full name of director

Full name of company secretary/other director

Schedule 15 – Principal Contractor Health and Safety Standard (SM PS-ST-221)



Integrated
Management
System

Sydney Metro Principal Contractor Health & Safety Standard

SM PS-ST-221

Sydney Metro Integrated Management System (IMS)

Applicable to:	Sydney Metro City & Southwest – Central Station Main (CSM) Sydney Metro City & Southwest – Line-wide Sydney Metro City & Southwest – Northern Corridor Works – Portion 7 Sydney Metro City & Southwest – Sydenham Station & Junction (SSJ) Sydney Metro City & Southwest – Martin Place ISD Sydney Metro City & Southwest – Pitt Street ISD Sydney Metro City & Southwest – Victoria Cross ISD Sydney Metro City & Southwest – Waterloo ISD Sydney Metro City & Southwest – TSOM
Document Owner:	Senior Manager, Health & Safety
System Owner:	Deputy Executive Director, Health, Safety & Security
Status:	FINAL
Version:	4.0
Date of issue:	1 April 2020
Review date:	1 April 2021
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1. Purpose and Scope

This standard sets out the minimum Work, Health & Safety (WHS), Rail Safety and associated health and safety requirements for entities that Sydney Metro engages under the WHS Regulation 2017 as Principal Contractors (PCs) for one or more Construction Projects that form part of the Sydney Metro program.

This Standard sets out requirements for compliance with WHS and Rail Safety legislation as well as good management systems practices that collectively contribute to the delivery of the Sydney Metro program.

It is important to note that this Standard is not an exhaustive list of legal obligations, duties, and requirements, with respect to the WHS Act 2011 and WHS Regulation 2017, Heavy Vehicle National Law (HVNL NSW) and the Rail Safety National Law (RSNL). It is incumbent on the PC to identify and comply with all of the relevant legislation to ensure that it is meeting its duty of care.

Australian Standards and Codes of Practice are called up throughout this standard to ensure PC minimum compliance. Where an inconsistency occurs between the requirements in an approved Code of Practice and an Australian Standard, the requirements of the Code of Practice will take precedence unless the risk control measure contained in the Standard delivers a higher level of risk mitigation on the hierarchy of control.

2. Definitions

All terminology in this Standard is taken to mean the generally accepted or dictionary definition. Definitions specific to this Standard are listed below.

	Definitions
Accountability	The process for making sure safety responsibilities occur.
ASA	Assets Standards Authority.
Assurance Documentation	Any documentation required for the design, risk management, construction, handover, maintenance, and operation of the Sydney Metro program as required by any of the Sydney Metro Safety Assurance, Systems Assurance, Engineering Assurance and/or Quality Assurance process.
Authority	The allocation of responsibility which allows you to act.
CENELEC Standards	Includes EN50126/EN50128/EN50129 that are used in System Safety Engineering of railways.
Chain of Responsibility (CoR)	The legal requirement under the HVNL for every responsible person in the supply chain to take reasonable steps to prevent mass, load restraint, dimension, and fatigue and speed offences.
Certified Occupational Hygienist (COH)	A person who holds Certification with the Australian Institute of Occupational Hygienists (AIOH), along with experience in the assessment and control of occupational health hazards, relevant to the activities and processes inherent to the Sydney Metro Contract Package.
Construction Project	Has the same meaning as in clause 292 of the WHS Regulation 2017.
Construction Work	Has the same meaning as in clause 289 of the WHS Regulation 2017.
Severe/Catastrophic Risk	Defined as per Sydney Metro's Health and Safety Risk Consequence Criteria as where there is potential single/multiple fatalities and/or >20 major injuries/permanent disabilities/chronic diseases.
Critical Control	A control that is crucial to preventing the event or mitigating the consequences of the event. The absence or failure of a critical control would significantly increase the risk despite the existence of the other controls. In addition, a control that prevents more than 1 unwanted event or mitigates more than 1 consequence is a critical control.
Due Diligence	Has the same meaning as in section 27 of the WHS Act 2011.
Heavy Vehicle Operator	A Heavy Vehicle Operator has the same meaning as per the HVNL(NSW) and can include the PC and sub-contractors and suppliers engaged in the following activities: <ul style="list-style-type: none"> Removing excavated material or waste. Delivering concrete, equipment (including temporary works), plant or materials.

	Definitions
Frequent Heavy Vehicle	<p>A Frequent Heavy Vehicle on the Sydney Metro program is defined as:</p> <ul style="list-style-type: none"> All Heavy Vehicles removing excavated material (i.e. spoil removal) All Concrete Mixer vehicles (e.g. concrete agitators). <p>All Heavy Vehicles over 4.5 tonnes GVM either supplying or removing equipment, plant and/or materials or people from a site, making five or more round trips in any 12 month period to any Sydney Metro worksites for any part of the program.</p>
Governance	The management framework within which decisions are made and actions are controlled in an organisation, including rules, processes, or standards.
Hazard	Occurrence or circumstance that is a potential source of harm, physical injury or damage to health of people, or damage to property or the environment.
Heavy Vehicle	Any vehicle over 4.5 tonnes gross vehicle mass (GVM) required to operate on public roads.
HRA	Health Risk Assessment.
HSPI	Health & Safety Performance Index.
HVNL	Heavy Vehicle National Law (NSW).
Individual Risk	The probability of fatality per year to which an individual is exposed.
Level 1 HRA	Formal qualitative HRA conducted by a COH prior to work commencing onsite to identify, evaluate, and prioritise baseline occupational health risks associated with all activities likely to be performed under each Contract Package.
Level 2 HRA	Formal qualitative HRA conducted by a COH following project commencement to document the exposure characteristics for each Similarly Exposed Group (SEG), to verify that planned control measures are in place, to verify Level 1 HRA exposure estimates, and make recommendations for further exposure control.
Level 3 HRA	Formal quantitative HRA conducted by a COH to measure person's exposure to occupational health hazards for purposes of compliance, characterisation, evaluation of the effectiveness of exposure controls, and make recommendations for further exposure control.
Occupational Hygienist (OH)	A person who holds a professional grade of membership (e.g. Provisional, Full Member MAIOH or Fellow Member FAIOH) with the Australian Institute of Occupational Hygienists (AIOH), along with experience in the assessment and control of occupational health hazards, relevant to the activities and processes inherent to the Contract Package.
Officer (as defined in WHS Act)	As defined in section 4 of the WHS Act 2011.
OEM	Original Equipment Manufacturer
OFSC	Office of the Federal Safety Commissioner.
OHHW	Occupational Health, Hygiene and Wellbeing.
OHHWMP	Occupational Health, Hygiene & Wellbeing Management Plan.
ONRSR	Office of the National Rail Safety Regulator.
PC	Principal Contractor.
PCBU	Person conducting a business or undertaking as defined under section 5 of the WHS Act.
PHSMP	Principal Contractors' Project Health & Safety Management Plan.
Principal Contractor	For the purposes of this Standard, 'Principal Contractor' means an entity engaged under the WHS Regulation 2011 as the principal contractor in relation to a Construction Project that forms part of Sydney Metro's program of works. An entity may be a joint venture or alliance that works together as one.
RAMS	Reliability, Availability, Maintainability and Safety.
RSNL	Rail Safety National Law (NSW) and associated Regulations.
Rail Safety Worker	Has the same meaning as per section 8 of the RSNL (NSW)
Residual Risk	Risk remaining after risk treatment.
Responsibility	The performance of a safety action which needs to be done.
RIM	Rail Infrastructure Manager.
Risk	Effect of uncertainty on objectives.
Risk Analysis	Process to comprehend the nature of risk and to determine the level of risk.
Risk Assessment	Overall process of risk identification, risk analysis, and risk evaluation.
Risk Control	A physical, procedural or administrative measure intended to reduce risk.
Risk Criteria	Terms of reference against which the significance of risk is evaluated.

	Definitions
Risk Evaluation	Process of comparing the results of risk analysis with risk criteria to determine whether the risk and/or magnitude are acceptable or tolerable.
Risk Identification	Process of finding, recognising and describing risks.
Risk Management	Coordinated activities to direct and control an organisation with regard to risk.
Risk Register	Risk Registers are a mechanism for recording and managing risks. For safety risks, the term 'Hazard Log' is also commonly used.
RSW	Refer to Rail Safety Worker.
Safety Assurance	Demonstration that all safety risks have been assessed and managed/mitigated SFAIRP and satisfy Sydney Metro's risk tolerability criteria.
Safety Culture	Safety Culture is described as a culture that involves: Keeping people informed, Maintaining vigilance, Promoting a just culture, Promoting organisational flexibility, Encouraging willingness to learn.
SDS	Safety Data Sheet.
SEG	Similar Exposed Group, as defined in publication, "Occupational Hygiene Monitoring & Compliance Strategies" (AIOH, 2014).
SFAIRP	So Far As Is Reasonably Practicable. Guidance on the meaning of this is discussed in the National Transport Commission's document 'Meaning of So Far As Is Reasonably Practicable (SFAIRP)' and the National Rail Safety Regulator Guideline 'Meaning of Duty to Ensure Safety So Far As Is Reasonably Practicable'.
Significant Incidents	Incidents with an actual or potential consequence of C1-C3 as per the Sydney Metro Consequence Definitions (included in Appendix C (i): Consequence & Likelihood Criteria), or those notifiable to regulatory authorities.
Significant Risk to Health	As defined in Safe Work Australia's Health Monitoring for Exposure to Hazardous Chemicals or where an occupational health risk has been assigned a Risk Rating of High (Class B) or Very High (Class A), without regard for the protection afforded through the use of PPE.
SM	Sydney Metro.
STEL-WES	A 15 minute time weighted average Short Term Exposure Limit (STEL) workplace exposure standard (WES) which must not be exceeded at any time during a working day even if the eight hour TWA is within the TWA-WES. Exposures at the STEL should not be longer than 15 minutes and should not be repeated more than 4 times a day. There should be at least 60 minutes between successive exposures at the STEL.
SWI	Safe Working Instruction.
SWMS	Safe Work Method Statement.
Sydney Metro	An operating agency within the Transport cluster, established under the Transport Administration Act 1988.
Sydney Metro Program	The program of projects undertaken by Sydney Metro to fulfil its statutory role. Projects within the program include Metro Northwest, Metro City and Southwest and Metro West along with other projects allocated to Sydney Metro by Transport for NSW.
Systems Engineering	As defined by INCOSE (International Council of Systems Engineering): <i>"Systems Engineering is an interdisciplinary approach and means to enable the realization of successful systems. It focuses on defining customer needs and required functionality early in the development cycle, documenting requirements, then proceeding with design synthesis and system validation while considering the complete problem. Systems Engineering integrates all the disciplines and specialty groups into a team effort forming a structured development process that proceeds from concept to production to operation. Systems Engineering considers both the business and the technical needs of all customers with the goal of providing a quality product that meets the user needs."</i>
TfNSW	Transport for NSW.
TWA-WES	Eight hour time-weighted average (TWA) workplace exposure standards (WES) are the average airborne concentration of a particular substance that is permitted over an eight-hour working day, and a 5 day working week. TWA-WESs may be required to be adjusted by a suitable factor in circumstances where persons work greater than eight hours per day or greater than 40 hours per week.
WHS	Work Health & Safety
WHS Act	Work Health & Safety Act 2011 (NSW).
WHS Regulation	Work Health & Safety Regulation 2017 (NSW).
Worker	Has the same meaning as Section 7 of the WHS Act.
Workplace Exposure Standards	Those Workplace Exposure Standards that at all times are equal or lower to those listed in this PC Standard; and equal or lower than those published on the Safe Work Australia Hazardous Chemicals Information System (HCIS).

3. Accountabilities

The PC must define responsibilities and accountabilities within their Project Health & Safety Management Plan (PHSMP).

4. Management Plan Requirements

4.1. Project Health & Safety Management Plan

The PC must have a PHSMP that complies with and demonstrates how the contractor will comply with the requirements of:

- a) the WHS Act 2011 and WHS Regulation 2017
- b) HVNL (NSW) and Regulations
- c) RSNL
- d) Codes of Practice, Guides and Australian Standards as referenced in this Standard
- e) NSW Government WHS Management Systems and Auditing Guidelines
- f) Office of the Federal Safety Commissioner's Audit Criteria Guidelines
- g) requirements imposed on the PC by its contract with Sydney Metro (including this Standard).

The PC PHSMP refers to further requirements to develop plans or processes to ensure specific risks are controlled and compliance to relevant legislation is met. For more related documents and references, refer to [Appendix H: References and Related Documents](#).

4.1.1. PHSMP Operational Readiness Review

The PC's PHSMP and any supporting documentation from the Corporate Management System which are called up by the plan must be submitted to Sydney Metro for review. Prior to commencement on site, the PC must present to Sydney Metro and demonstrate that they are ready to commence delivery in accordance with Sydney Metro's Operational Readiness Review process (refer to [Appendix A: Operational Readiness Review Checklist](#)).

4.1.2. PHSMP Annual Review

The PC's PHSMP must be reviewed at least annually and submitted to Sydney Metro to monitor compliance against this Standard. Any changes must be managed in accordance with the PC's Management of Change Procedure as required by the section of this Standard entitled [Management of Change](#).

5. Health and Safety Leadership and Culture

5.1. Company Officers

The PC and their sub-contractors must identify, those persons who make or participate in making decisions that affect the whole or a substantial part of the PC's (or sub-contractor's) business or undertaking, or who are otherwise Officers. As required by the WHS Act, Sydney Metro expects that each Officer of a PC or a sub-contractor exercises Due Diligence to ensure that the entity in respect of which she or he is an Officer complies with its duties under the WHS Act 2011, WHS Regulation 2017, RSNL and HVNL. PCs and sub-contractors must demonstrate that they have given appropriate consideration to the duties of Officers as part of their PHSMF.

5.2. Leadership and Culture

The PC must develop a strategy as part of the PC's PHSMF which will outline how it will promote and improve the Safety Culture on the project. The strategy must describe how the PC will seek to develop its Safety Culture program. As a minimum, the PC's Safety Culture program must address:

- a) The safety values, objectives, mission statement, etc. of the organisation and how these align to Sydney Metro's vision, mission and values.
- b) Where multiple organisations are working collaboratively (e.g. joint venture, consortium, or other format), they must explain how the values of each organisation will be integrated and applied on the project.
- c) Explain how senior management from each parent company will visibly demonstrate the values identified above through their behaviours and actions.
- d) Demonstrate how SFAIRP principles are understood and applied by all levels of management and supervision.
- e) Learning from incidents/near misses and management reviews to ensure continuous improvement in safety performance across the project.
- f) Identify responsibilities and accountabilities and how individuals at all levels of the organisation are held accountable for substandard safety performance, within a just culture.
- g) Implement a reward and recognition program that aligns to the values of Sydney Metro.

In addition, the PC's program must include the following:

- h) Participation in the Sydney Metro Health & Safety Performance Index (HSPI) Program (refer to [Appendix B: Health & Safety Performance Index \(HSPI\)](#)).
- i) Attendance by the PC's Project Director and/or the Project Director's Delegate at the Sydney Metro Executive Safety Leadership Forum.

5.2.1. Safety Leadership Meeting

The PC must hold Safety Leadership Meetings chaired by the PC's Project Director on a monthly basis or at a frequency determined in consultation between Sydney Metro and the PC. Attendance will be required by the Lead Safety Manager and nominated members of the PC's management team. In addition, the Sydney Metro Delivery Director, Project Director, Senior Safety Manager and Director, Safety will be standing invitees to the meeting.

The first meeting must develop Terms of Reference (ToR) and arrangements for the conduct of the meeting (e.g. secretariat, standing agenda items, escalation and resolution of issues). Any changes to ToR over time must be agreed with the Principal's Representative. As a minimum, the agenda must include a review of:

- a) Safety performance/trends
- b) Safety risk register/risk profile of current and future works
- c) Safety resources, competency and training
- d) Significant incidents and progress of investigations, including corrective and preventative actions and lessons learnt
- e) Key stakeholders and interfaces
- f) Health and safety initiatives
- g) Escalation and resolution of issues
- h) Agreed actions to remedy/address adverse trends.

5.3. Resources

The PC must provide sufficient safety resources (people, facilities and equipment) required to undertake the PC's activities safely. The PC must develop a resources plan to demonstrate how the following requirements in the sections below for safety resourcing will be determined.

5.3.1. Health and Safety Resources

Except where approved in writing by Sydney Metro's Executive Director, Safety, Sustainability & Environment, the PC's safety resources must be competent as per Table 1.

Table 1: Safety resource competencies

Position	Qualification	Experience	Professional Memberships
Lead Safety Manager (PC)	Minimum Bachelor Degree in Health and Safety or relevant discipline	Minimum 10 years' experience in major infrastructure projects.	COHS Professional status with Safety Institute of Australia or international equivalent (e.g. ASSE, IOSH, etc.).
Safety Managers (PC and Major Sub-contractors)	Minimum Advanced Diploma in Health and Safety or equivalent.	Minimum 5 years' experience in major infrastructure projects.	Member of Safety Institute of Australia or international equivalent (e.g. ASSE, IOSH, etc.).
Safety Coordinators/Safety Advisors (PC and Major Sub-contractors)	Minimum Diploma in Health and Safety or equivalent.	Minimum 2 years' experience in major infrastructure projects.	Nil
Safety Assurance Manager	Minimum Degree qualified in appropriate engineering discipline or equivalent.	Minimum 15 years' experience in management of major infrastructure projects.	Membership with a recognised institution such as Engineers Australia, Safety and Reliability Society or equivalent.

5.3.2. Supervision Levels and Competency

The PC must document and demonstrate their process for assessing and determining the levels of supervision deemed to be adequate for management of the works. The process must require the development of organisation charts of the PC and Sub-contractors. The organisation charts must show as a minimum the hierarchy of supervision levels (e.g. Leading Hand reporting to Supervisor reporting to Superintendent), numbers/ratios, and reporting lines.

The organisation charts must be maintained throughout the project as a management tool and provided to Sydney Metro at intervals determined by the Principal's Representative.

6. Health and Safety Planning – Objectives, KPIs and Targets

6.1. Health and Safety Planning

The PC must develop an annual safety action plan, which must include safety objectives, key performance indicators (KPIs) and targets.

6.1.1. Health and Safety Performance Index (HSPI)

The Sydney Metro HSPI is a means to drive leadership and measure performance consistently across the contracts that make up the Sydney Metro Program Health and Safety Risk Management. The PC must align its leadership activities with the targets that are established through the HSPI process (refer to [Appendix B: Health & Safety Performance Index \(HSPI\)](#)). The criteria is developed by Sydney Metro and finalised in consultation with Principal Contractors prior to commencement on site. Information will be collated as part of the reporting process and reviewed at regular intervals through management meetings and at the Safety Leadership Executive Forum.

7. Health and Safety Risk Management

7.1. General Requirements

The PC must develop Risk Management procedures to identify health and safety hazards and risks, assess hazards and risks and plan work processes to control and communicate those hazards and risks. Risk Management procedures must comply with:

- The WHS Act and WHS Act 2011, WHS Regulation 2017
- Codes of Practice approved under s274 of the WHS Act, specifically; Construction Work; How to Manage Work Health and Safety Risks; (where relevant to the work being performed) Demolition Work
- AS/NZS ISO 31000:2009 Risk management – Principles and guidelines
- IEC 31010:2009 Risk management – Risk assessment techniques
- [Sydney Metro Risk Management Standard](#).

The PC must demonstrate in their PHSMR that the health and safety risks associated with the PC's activities have been fully identified, assessed and eliminated, and where elimination is not reasonably practicable, the risks have been minimised SFAIRP.

Note: In relation to Risk Management of engineering safety (i.e. risks presented to the O&M of railway); refer to the section of this Standard entitled [Systems Engineering and RAM](#).

For more related documents and references, refer to [Appendix H: References and Related Documents](#).

7.2. Health and Safety Risk Assessment and Control

The PC must have a structured approach to conducting Health and Safety Risk Assessments that include the following levels as a minimum:

- a) Project Level
- b) Workplace/Package/Work Activity Level
- c) Task/Work Method Level
- d) Plant/Equipment/Chemical – Specific Level.

7.2.1. Project Level Risk Assessment

The PC's processes for conducting Project Level Risk Assessments must address the following minimum requirements:

- a) A project level risk workshop must be undertaken at least 1 month prior to site establishment.
- b) The project level Risk Register must use the consequence and likelihood criteria that meets or exceeds Sydney Metros criteria, refer to:
 - [Appendix C \(i\): Consequence & Likelihood Criteria](#).
 - [Appendix C \(ii\): Risk Matrix](#).

- Appendix F: Health Risk Assessment.
- c) Project level risk workshops must be facilitated by a safety professional experienced in facilitating risk workshops.
- d) The workshops must be attended by key stakeholders in agreement with the Principal's Representative.
- e) The PC must issue a workshop briefing note 5 business days prior to the workshop.
- f) The PC must circulate the workshop outputs to workshop attendees for comment and integrate any feedback received into the Project Level Risk Register.
- g) The updated Project Level Risk Register must be provided to the Principal's Representative before commencement of any site establishment.
- h) The Project Level Risk Register must be reviewed on a monthly basis in consultation with at least 1 representative of Sydney Metro to review any emerging or ongoing key safety issues and effectiveness of the controls.
- i) The PC must provide records of changes to the Project Level Risk Register to Sydney Metro within five business days of the review.

Where severe/catastrophic/significant risks (fatal or multiple fatality outcomes) are identified in the Project Level Risk Register, the PC must develop a Risk Management plan (e.g. fatal risk protocols) which demonstrate how these risks will be managed SFAIRP. The Risk Management plan must be provided to the Principal's Representative for review.

7.2.2. Workplace/Package/Work Activity Level

- a) The Project Level Risk Register must be used to develop the Workplace/Package/Work Activity Level Risk Assessments which in turn must be used to inform Task/Work Method Level Risk Assessments.
- b) Health and safety risks at this level will be developed by the contractors engaged to deliver works under the contractual arrangements of the individual projects.

7.2.3. Task/Work Method Level Risk Assessments

The PC must develop SWMS following completion of Risk Assessments in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Construction Work – Code of Practice
- NSW Government Work Health & Safety Management Systems and Auditing Guidelines
- The section of this Standard entitled Health and Safety Risk Management.

SWMS are required on Sydney Metro for High Risk Construction Work as defined by Clause 299 of the WHS Regulation 2017. SWMS must be developed by PCs or Sub-contractors in relation to sub-contracted works and provided to the principal contractor prior to work commencing, in accordance with the section of this Standard, entitled Plant and Equipment. Any SWMS/SWI must be made available for review by Sydney Metro upon request. Sydney Metro's review is solely for the purpose of reviewing the SWMS/SWI for compliance against this Standard.

7.3. Safety in Design

In addition to the above, the PC's processes must address the application of Risk Management through the design process. Refer to the section of this Standard entitled Systems Engineering and RAM for Operations and Maintenance Hazards/Risk Management. In relation to safety of construction workers influenced by the design throughout the construction phase (i.e. buildability/constructability), as a minimum the PC must undertake Safety in Design (SiD) risk workshops involving the designers in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Safe design of structures – Code of Practice
- Office of the Federal Safety Commissioner Audit Criteria Guidelines.

Buildability SiD risk workshops must be conducted in accordance with the following:

- a) Facilitated by a safety professional with experience in facilitating SiD risk workshops and has the following attributes: who possesses the following attributes as per SafeWork NSW's CHAIR in Design Tool (2001):
 - i. an understanding of the principles of health and safety in construction;
 - ii. the respect, or potential to quickly gain the respect, of workshop participants;
 - iii. as a minimum, a broad understanding of the project;
 - iv. the ability to bring out the views of a diverse range of people participating in the workshop to constructively challenge the design concept;
 - v. the ability to put forward their own views and thus provoke thought, but without dominating the workshop;
 - vi. the ability to keep the workshop on track and moving along (issues that can't be resolved relatively quickly should be listed for action outside the workshop).
- b) Invitations for attendance extended to representatives from Sydney Metro.
- c) Attended by both designers and construction staff with practical experience of construction methods (e.g. supervisors).
- d) Include a discussion on how health and safety risks to workers and others during the construction work phase can be controlled through SiD.

The outputs of the SiD process must be included in the workplace Risk Assessment where there is a potential that they will impact the safety of workers or others.

8. Training and Competence

As a minimum the PC must:

- a) Implement a training program based on a Training Needs Analysis (TNA) specific to the Sydney Metro Program.
- b) The TNA must identify all roles with responsibility for safety and the training/competencies that are required for that role:
 - i. The TNA must also identify Rail Safety Workers (RSWs).
 - ii. The TNA must be reviewed and updated periodically.
- c) Implement an induction program that aligns with the Construction Work – Code of Practice i.e. All workers working on a construction site must complete general construction induction training (white card) and the Sydney Metro Orientation Training (SMOT) prior to commencing at site.
- d) Implement a competency management system as required by the scope of the PC's Authorised Engineering Organisation (AEO) (where applicable).
- e) Provide training as required by applicable laws and standards including the RSNL and the WHS Act 2011 and WHS Regulation 2017.
- f) Unless approved in writing by the Principal's Representative, use the Sydney Metro approved Training Management Software System (i.e.) for rail workers training records and provision of RIW or other approved card for non-rail work. Training records must be made available to Sydney Metro upon request.
- g) Ensure all staff performing works in the rail corridor have successfully completed the necessary training requirements of the RTO and possess a TfNSW issued RIW card that shows Sydney Metro Operator Role.
- h) Ensure training of workers and supervisors in accordance with the Sydney Metro Industry Curriculum (SMIC). Implement a Verification of Competency Process for all high risk work licences and mobile plant operators.

8.1. Rail Safety Worker Competence

The PC must:

- a) Assess its operations and identify roles that are classified as Rail Safety Workers (RSW) in accordance with RSNL and ONRSR's guide to identification of RSWs.
- b) Establish and keep up to date a RSW role matrix that nominates the roles that are identified as RSWs. The PC must provide Sydney Metro with a copy of the matrix every six months.
- c) Ensure that every RSW undergoes competence assessment. Where the work is conducted under TfNSWSydney Metro's RIM accreditation, unless otherwise exempt in writing by the Principal's Representative, the assessment must be carried out in accordance with the Sydney Metro approved role and result in the issue of a Sydney Metro approved RSW ID Card.
- d) The competence assessments must be completed by a qualified assessor who has a Cert IV in Training and Assessment or equivalent and a subject matter expert in the technical aspects of the role being assessed.

- e) Keep records to support their RSW's competency assessment outcomes in compliance with Rail Safety National Law requirements. Documents must be verified and each worker is required to undertake a 100-point identification check before they are provided with the Sydney Metro approved RSW ID Card.
- f) Use the Sydney Metro approved Training Management System or the management of RSW competency assessments.

9. Communication and Consultation

The PC must establish procedures for dealing with communication and consultation with the workforce and with other stakeholders including Sydney Metro. As a minimum, procedures must be developed in accordance with the:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – WHS Consultation, Cooperation and Coordination – Code of Practice.

The PC must use the following forums (or similar) to communicate and consult with its workforce and across its site(s):

- a) Consultative Committees (or other arrangements, i.e. HSRs).
- b) Pre-work Briefs/Pre-start meetings.
- c) Toolbox Talks.
- d) Meetings.
- e) Safety Alerts.
- f) Lessons Learnt/Innovations.
- g) Notice Boards and Suggestion Boxes.
- h) Task/Work Method Level Risk Assessments.

9.1. Pre-Work Briefings

The PC must ensure Pre-Work Briefings are carried out for all Construction Work undertaken on the Sydney Metro Program. The PC must systematically inspect Pre-Work Briefing processes to make sure they are being conducted and recorded, and that control actions are implemented. Sydney Metro's expectation is that Pre-Work Briefings are engaging, cover off relevant issues and outline activities of the day and or other circumstances. The pre-work briefing must include the opportunity for worker input. The PC is to ensure that Subcontractors undertaking construction work packages:

- a) attend Pre-Work Briefings delivered by the PC and provide the meeting with an overview of their work activities to be undertaken and their safety risks
- b) conduct work activity/task pre-work briefings with their work crews
- c) maintain a record of briefing content, including attendance sign off sheets that can be provided to the PC or Sydney Metro on request.

9.2. Toolbox Talks

Toolbox talks must be conducted weekly as a minimum, and must be used to present the status of safety performance, incidents, relevant safety alerts, lessons learnt, bulletins, messages, etc. Toolbox talks must be delivered in an engaging manner. Subcontractors must attend Toolbox Talks delivered by the PC. Major Subcontractors must also conduct Toolbox Talks as required by the PC or their PCBU. The PC may require the sub-contractor undertaking construction work packages to:

- a) Conduct specific toolbox talks with their work crews
- b) Maintain a record of toolbox talk content and attendance that can be provided to the PC or Sydney Metro on request.

9.3. Safety Alerts, Lessons Learnt and Bulletins

The PC must ensure that any relevant safety alerts, lessons learnt, and bulletins, (including those which the PC has received from a third party) are formally communicated on the PC's site(s) and are communicated to Sydney Metro in a timely manner to enable sharing across the program.

9.4. Health & Safety Committee Meetings

The PC must ensure where a Health & Safety Committee is formed that these meetings are attended by the PC's Project Director or their nominated delegate who has appropriate management authority and is not in a safety role.

9.5. Communication and Consultation on Health & Safety across languages

The PC must ensure that communication and consultation on health and safety occurs with all workers, including those with limited English. The PC must:

- a) Assess and provide a language profile of their workforce.
- b) Develop a plan to communicate and consult with workers with limited English that includes:
 - i. methods for communication and consultation with workers with limited English including but not limited to using: plain English, translators and interpreters, diagrams and drawing, health and safety signage
 - ii. allocation of resources for training, interpreters or translation of health and safety information.
- c) WorkSafe Victoria's Compliance Code (Edition 1, September 2008): Communicating occupational health and safety across languages provides practical guidance to help organisations have effective communication with workers from a non-English speaking background.

10. Health & Safety Reporting

10.1. Reporting to Sydney Metro

The PC must provide the Principal's Representative with monthly safety statistics by the fifth working day of the month following the reporting period. The PC must provide the following information outlined in [Appendix D: Monthly Health & Safety Report Measures](#).

10.2. Reporting to External Parties

The PC must:

- a) Have procedures that define when and how it will report to relevant regulatory authorities (e.g. SafeWork NSW, ONRSR, RMS OFSC, etc.) in accordance with relevant legislation, guidance and in accordance with the PC's certification requirements.
- b) Provide to Sydney Metro copies of communications to any external authorities, including SafeWork NSW, OFSC, RMS, Sydney Harbour Foreshore authority, Sydney Ports Corporation, Sydney Trains, Ausgrid, Sydney City Council, etc.
- c) Not report any matter directly to ONRSR unless with the prior approval of Sydney Metro.

11. Workplace Hazard Management

11.1. Work at Height

The PC must develop, implement and maintain a procedure for managing the risks of working at height which addresses the risks of injury from persons and objects falling.

The procedure must comply with the:

- The WHS Act 2011 and WHS Regulation 2017
- Construction Work – Code of Practice
- Managing the Risk of Falls at Workplaces – Code of Practice
- Applicable Australian Standards.

The PC must ensure that every effort is made to eliminate, isolate or engineer out the need to work at height.

11.1.1. Use of Ladders for Access/Egress

Where ladders (including fixed ladders) are determined to be the preferred method of access/egress, the PC must ensure that the following are undertaken:

- a) The portable ladders comply with the relevant AS 1892
- b) Fixed ladders are installed and used in accordance with AS 1657

If any work is to be performed from any access ladder:

- c) A Risk Assessment (SWMS) must be prepared and approved for that work. Written approval is to be obtained from the PC's Project Director or their delegate before work is permitted.
- d) Where ladders are to be used to gain access to elevated areas to perform short term work activities, the ladder will be a platform ladder fitted with handrails on three sides of the working platform with a safety bar fitted to the fourth side at the height of the handrail.

11.1.2. Falling Objects

Where there is a risk of falling objects striking someone, in addition to the requirements of Codes, Australian Standards and legislation, the PC must ensure the extent of the exclusion zone is determined by a Risk Assessment and must consider not only within the construction site but also public access areas to ensure:

- a) All practicable action is taken to prevent items from falling.
- b) An exclusion zone is demarcated and signposted, or, alternatively to provide overhead protection.
- c) The area of the exclusion zone or overhead protection shall be determined by a competent person and must account for the effects of deflection and or wind sail.
- d) Where overhead protection is used it must be of sufficient strength, as determined by a competent engineer, to withstand the impact force of any item that is reasonable likely to fall, in regards to both the weight of the item and the fall distance.

11.2. Temporary Works

11.2.1. General Requirements

The PC must ensure a Temporary Works Management Procedure is developed and implemented. The procedure must ensure that a risk based approach is taken to the management of Temporary Works, which classifies the Temporary Works according to safety risk. The following controls are required for Temporary Works which carry the potential consequence of single/multiple worker fatalities, public injury or major property damage in the event of collapse

- a) Development of a detailed design in accordance with the applicable Australian Standard by an engineer with at least five years of experience and professional membership of Engineers Australia.
- b) Review and approval of the design by an independent engineer to verify conformance to the applicable Australian Standards and PC requirements.
- c) Construction of the Temporary Works in accordance with the approved design by competent workers.
- d) Verification that construction of the Temporary Works complies with the approved design by an independent person prior to use/loading of the Temporary Works. Independent persons must not be engaged by the installer of the Temporary Works.

- e) Alterations, modification or amendments to the Temporary Works design post-approval must be assessed and approved by the Temporary Works designer or a competent person authorised by the Temporary Works designer. Review of Temporary Works required after adverse weather conditions.
- f) Physical controls must be used where there is a risk of Temporary Works being struck by mobile plant.
- g) Temporary Works designs shall be made available for information before works commence. Copies of the certified designs and Inspection Test Plans (ITPs) along with inspection documentation shall be available on site

Temporary Work may include but is not limited to:

- a) Formwork (a structural engineering certificate is required):
 - i. where the deck of the formwork is three metres or more above the lowest surrounding ground level; or
 - ii. if the area of the discrete formwork deck is more than 16 square metres and is designed to hold more than or equal to 2.5 cubic metres or six tonnes of wet concrete.
- b) Scaffolding (including mobile scaffolding and access scaffolding/stairs) from which an object or person has the potential to fall four metres or greater.
- c) Falsework and/or Temporary Bracing or Propping used to support structures under construction or demolition.
- d) Measures used to prevent the risk of collapse of excavations deeper than 1.5m:
 - i. Benching
 - ii. Trench Shields
 - iii. Shoring boxes
 - iv. Batter slopes with an angle between 45-90 degrees
- e) Temporary tunnel shaft ground protection (i.e. rock bolts, shotcrete, soil nails, etc.)
- f) Tower Crane Foundations
- g) Temporary piling platforms

11.3. Scaffolding

All scaffolding must be managed by the PC in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- AS/NZS 1576
- AS/NZS 4576
- Safe Work Australia's Scaffolds and Scaffolding Work – Guidance Material.

Scaffolding above four metres must also be managed in accordance with the requirements in the section of this Standard entitled [Temporary Works](#). The following additional requirements must be met by the PC when managing the risks associated with scaffolding:

- a) Scaffolds below 4 metres must be erected in accordance with the manufacturer's instructions/drawings.
- b) Scaffold designs or manufacturer drawings/instructions must be followed by the scaffold erector and made available to the Principal's Representative upon request.
- c) Scaffolds (including those that are less than four metres) are only erected by persons holding a Basic Scaffolding (SB), Intermediate Scaffolding (SI) or Advanced Scaffolding (SA) High Risk Work Licence.
- d) Implementation of procedures for inspection and maintenance of scaffold and scaffolding, such as Scafftag system for the control of:
 - i. inspections before the scaffold is used
 - ii. before the scaffold is used after repairs
 - iii. risk based regular inspections to be determined by PC in consultation with designer or supplier of scaffold on the type and size of the scaffold, scaffold use, workplace conditions, the weather and any risk of scaffold collapse.
- e) Inspection of scaffolds by a competent person holding a high risk licence are to be conducted at least every 30 days with inspection reports retained by the PC.

11.4. Formwork and Falsework

The PC must have a documented process to ensure all formwork and falsework is designed, erected, used and dismantled in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Formwork – Code of Practice
- Safe Work Australia – Formwork and Falsework – Guidance material
- AS 3610 Formwork for concrete
- AS 1657 Fixed platforms, walkways, stairways and ladders – Design, construction and installation.

The PC must ensure workers are trained and competent to erect and dismantle formwork and falsework using safe methods.

Training and competency for workers erecting formwork/falsework must be structured and may include:

- a) A combination of internal theoretical and on-the-job training.
- b) Verification of competency.

The PC must keep training and competency records of formwork and falsework related training and make them available to Sydney Metro upon request.

11.5. Cranes and Load Shifting

The PC must ensure lifting operations are managed in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- Safe Work Australia – Cranes – Guidance Material
- AS 1418 Cranes (series)
- AS 2550 Cranes, hoists and winches (series)
- SafeWork NSW – Managing the Risks of Plant in the Workplace – Code of Practice.

In addition, the PC must ensure the following:

- a) A procedure must be developed for the management of all lifting operations.
- b) A lift study/plan must be in place to control all lifting operations with exception of those deemed by the PC to be low risk.
- c) Any lifting operations above 90% of the crane's rated capacity and all multiple crane lifts must not commence without the written approval of the PC's Project Director.
Note: Gantry cranes lifts up to 100% of rated capacity are classed as a routine lift.
- d) All mobile crane lifts above 75% of the crane's rated capacity must be risk assessed and a documented lift study/plan that addresses the relevant matters listed in Section 2 of AS2550 and is approved by the PC's Project Director or appointed person (e.g. crane lift coordinator), approved by the Project Director
- e) The appointed person, referred to in (d) must be trained and assessed as competent in the requirements of AS2550 and AS1418.
- f) Mobile cranes must only travel and be set up on approved suitable ground, whereby a geotechnical engineer must assess the ground conditions and advise on appropriate ground protection to ensure suitable support of crane outriggers.
- g) All outrigger loads are to be distributed to the ground by using hardwood timber blocking and/or steel plates as per manufacturers' and/or design engineer's recommendations and must be protected from traffic/disturbance by physical barriers.
- h) All mobile cranes, including pick and carry cranes (i.e. Franna) are fitted with limiting and indicating devices as per section 4.2.6 of AS1418.5 – 2013, where rated capacity limiters must display external visual indicators.
- i) The rated capacity limiter must be calibrated using a known test weight. The frequency of calibration of the rated capacity limiter must be in accordance with the manufacturers' specifications and requirements. The current calibration records are to be kept with the crane and be available for examination on request.
- j) Non-conductive tag lines or equivalent must be used to control loads being handled/moved by lifting equipment, to ensure workers remain clear of any suspended load.

11.5.1. Tower Cranes

The PC must ensure all Tower Cranes comply with the requirements of:

- SafeWork NSW – Expectations for Tower Cranes – Position Paper
- Safe Work Australia – Cranes Guidance Material
- AS 1418 – Parts 1 and 4
- AS 2550 – Parts 1 and 4.

The PC must take the following additional steps for all Tower Cranes in the circumstances identified below where:

- a) Fire detection and suppression systems are not installed: The PC must demonstrate to the satisfaction of Sydney Metro that the controls in place to manage the event of a fire are sufficient to control the risks.
- b) A powered access system (i.e. lift/hoist) is not provided for use of operation and maintenance: The PC must demonstrate to the satisfaction of Sydney Metro that the controls used to manage the risk of falls during access/egress and rescue manage the risk SFAIRP.
- c) There is a risk of contact with jibs of other tower cranes, or structures: All tower cranes must be fitted with engineering controls (e.g. motion limiters/restrictors) to prevent collision (governor) during use and in out-of-service adverse weather conditions (e.g. weather vane activists).

In addition, the PC must ensure that:

- d) hydraulic hoses are flame resistant; and
- e) tower crane operators meet minimum fitness for work pre-employment screening checks.

11.6. Piling

The PC must ensure that for all types of piling, a suitable working platform is provided. Before a piling rig is set up a Working Platform Certificate is to be issued confirming that the platform has been properly designed and constructed in accordance with the PC's Temporary Works Management Procedure. The PC must maintain the work platform throughout all stages of the piling activity.

All plant used in piling activities must be managed in accordance with the section of this standard, entitled [Plant and Equipment](#).

The PC must ensure that all workers involved in piling operations are trained and competent in the type of piling being carried out and all piling operations are to be under the supervision of a competent supervisor.

The PC must ensure that all piling activities are controlled using a permit to work system as required in the section of this standard, entitled [Permits to Work](#).

Piles and other materials are to be stacked safely with round materials such as pile casings and reinforcement cages chocked to prevent rolling and loaded onto transport vehicles pre-slung to eliminate the need for workers to climb on loads to attach lifting gear when loads are unloaded.

Safe access is to be provided to all areas and work areas around piling rigs are to be cordoned off to prevent unauthorised access from personnel and vehicles.

A 'Plant Operational Zone (POZ) must be established around the piling works to keep piling activities separated from other onsite construction activities and to separate mobile plant from people. Only those involved in the piling work must enter the POZ. Exclusion zones must be established inside the POZ to identify high risk areas adjacent to or within the working radius of piling rigs that persons must not enter when the equipment is in operation.'

A suitable method of breaking down piles is to be used to prevent/reduce the likelihood of hand arm vibration. Hydraulic pile cutters/breakers and passive and active systems are to be considered before the use of manual breaking.

Open boreholes are to be covered and protected to prevent anything or anyone falling or the pile casing (if used) is to be left a minimum of 1m above ground level.

11.7. Demolition Work

The PC must ensure that all demolition work is managed in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Demolition Work Code of Practice
- AS 2601:2001 Demolition of Structures.

In addition and prior to the decision as to the method of demolition, the PC must undertake a risk workshop for each structure or group of structures to be demolished. Sydney Metro's representatives must be invited to the risk workshop. Other parties including the regulator may also be invited to the risk workshop. The risk workshop must be used to develop a demolition works Risk Register and Demolition Management Plan/Work Plan and determine critical path hold points to be applied throughout the demolition.

The Demolition Management Plan/Work Plan must be provided to the Principal's Representative for review for compliance against this Standard and the above legislation, Demolition – Code of Practice and Australian Standards. Demolition activities (including removal of furniture, fittings, and fixtures) must not commence prior to written approval from the PC's Project Director.

All demolition work methodologies must include photographs/sketches/schematics where available to communicate the sequence of demolition to be followed by all workers involved in the work. For all high-rise demolition, all PC works associated with demolition planning and methodology must be independently reviewed and approved by a qualified structural engineer who has a minimum of five years of experience in high-rise demolition and holds a professional membership with Engineers Australia.

The PC must ensure that demolition work is undertaken by a SafeWork NSW demolition licence holder. Each work site must have an approved supervisor in attendance while demolition work is being carried out who holds a SafeWork NSW demolition licence.

Demolition Subcontractor Health and Safety Resources must meet the competencies specified in Table 1 Clause 5.3.1 of the Standard.

Refer also to the sections of this Standard, entitled [Asbestos Control](#) and [Medical Examination and Health Monitoring Program](#) for further related detail.

11.8. Explosives

The PC must develop an Explosives Management Plan where relevant in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- Explosives Act 2003 (NSW)
- Explosives Amendment Act 2013
- NSW Explosives Regulation 2013
- Australian Explosives Codes
- Australian Dangerous Goods Code
- AS 2187 Explosives - Storage, transport and use
- AS 4326 The storage and handling of oxidising agents.

The PC's Explosive Management Plan must contain as a minimum:

- a) A description of the process by which the explosives will be stored, transported, secured and used in accordance with licence requirements.
- b) Licensing, training and competence requirements for those storing, transporting, and using explosives.
- c) An assessment of the risks that may arise from storage, transport and use of explosives.
- d) A description of the measures that are being implemented to manage risks associated with the storage, transport, security and use of explosives.
- e) Any further information that may be required by a regulatory authority.

The PC's Explosives Management Plan must be provided to Sydney Metro for review for compliance against this Standard. Approval must be gained from the PC's Project Director prior to any storage, transport or use of explosives taking place.

Prior to the use of explosives, the PC must also develop a Blast Management Plan as required by AS 2187 (series). Notification of the use of explosives and the associated security measures must be provided to the Sydney Metro Director Security Assurance 28 days in advance. The Blast Management Plan must be provided to Sydney Metro representatives upon request for review for compliance against this Standard.

11.9. Excavation Work and Tunnelling

11.9.1. Excavation Work

The PC must manage the risks associated with all excavations utilising a permit to work system as required by the sections of this Standard entitled [Permits to Work](#) and [Permit to Work – Tunnelling](#). Procedures must be developed and implemented in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- Contaminated Land Management Act 1997 (NSW)
- SafeWork NSW – Excavation Work – Code of Practice.

The risks associated with contacting underground/buried services must be managed by the PC in accordance with the section of this Standard, entitled [Underground/Buried Services](#).

For all excavations deeper than 1.5m, the PC must ensure benching and/or battering is designed in accordance with the PC's Temporary Works procedure and the requirements listed in the section of this Standard, entitled Temporary Works. Geotechnical engineers must provide written certification and/or verification that the proposed benching and/or battering is designed in accordance with the Temporary Works procedure. In addition, geotechnical engineers' advice related to excavation safety must include when a review must be undertaken of the proposed method and frequency of benching and/or battering by reference to both clear time periods and/or environmental or other conditions.

Steel shoring and trench lining equipment must be designed by a competent person in accordance with AS 4744.1 and/or AS 5047 and the Temporary Works Management procedure. Shoring systems must be certified by a qualified engineer experienced in the system used and in accordance with the Temporary Works Management procedure.

Shoring systems are to be installed in accordance with instructions provided by designer and/or manufacturer.

11.9.2. Tunnelling

The PC must ensure the risks of tunnelling are managed in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Tunnels Under Construction Code of Practice
- Safe Work Australia – Guide for Tunnelling Work
- Australian and International Standards as per Appendix A of the Safe Work Australia Guide for Tunnelling Work and Appendix 2 of the SafeWork NSW Tunnels Under Construction Code of Practice
- British Standard BS6164 (2001): Code of practice for safety in tunnelling in the construction industry
- Sections of this Standard [Permit to Work – Tunnelling](#) and [Temporary Works](#).

11.9.3. Shotcrete Works

The PC must develop and implement a procedure to manage the risks associated with shotcrete works, ensuring adequate exclusion zones and taking into account the principles contained within the Crossrail Best Practice Guide for SCL Exclusion Zone Management.

11.10. Electrical Safety

The PC must ensure risks associated with electrical work are identified and managed. Procedures must be developed in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- AS/NZS 3012:2010 Electrical installations – Construction and demolition sites
- SafeWork NSW – Managing Electrical Risks in the Workplace – Code of Practice.

11.10.1. Electrical Work

The PC must ensure all electrical work on low-voltage installations is conducted in accordance AS/NZS 4836 – Safe working on low-voltage electrical installations and equipment. Live electrical work is not permitted, except with the prior written approval of the Line Manager of the PC's Project Director. Live work is taken to include work on or near (i.e. within the safe approach distances) energised electrical circuits.

Approval for live electrical work can only be given for reasons specified in Clause 157 (1) of the WHS Regulation 2017.

Where a circuit is de-energised so that work may be performed on it, physical lockout devices must be used in addition to danger tags. The PC must have a permit system that ensures confirmation of effective de-energisation through testing with approved testing devices.

Where electrical work will be required in the vicinity of or on High Voltage electrical infrastructure, the PC must develop procedures in accordance with the Electrical Distribution Authority's standards and rules.

The PC must have processes in place to manage the risks associated with working near overhead and underground services. These must be developed in accordance with SafeWork NSW's Work Near Overhead Powerlines Code of Practice and Work Near Underground Assets Guide.

11.10.2. Overhead Services

The PC must ensure all work in close proximity to overhead power lines is undertaken in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW Code of Practice: Work Near Overhead Powerlines

- Safe Work Australia's General guide for working in the vicinity of overhead and underground electric lines.

The PC must have a procedure that controls all work conducted in the vicinity of overhead services. The procedure must include hold points and a permit to work system in accordance with the section of this Standard entitled [Permits to Work](#). The procedure must require the PC's Project Director or delegate to approve the use of spotters as a control measure without higher order controls such as physical barriers, height/slew restrictors, etc. Where spotters are used, they must be trained and assessed as competent by the PC.

The PC must ensure that all low voltage or telecommunications overhead services within the proximity of vehicle/plant access points to construction sites be fitted with tiger tails. In addition to the use of tiger tails, the PC must also ensure that goal posts and flagging are erected on both sides of overhead services crossings where plant or vehicles are required to travel.

11.10.3. Underground/Buried Services

The PC must have a documented process for managing the risks of impacting existing underground services through ground disturbance in accordance with SafeWork NSW's – Work Near Underground Assets – Guide.

The process must include the development of Site Specific Services Plans, a permit to work system and the requirement for approval by the responsible Project Manager of the PC of the methods to identify and validate all known, suspected and unknown buried services.

In addition to contacting [Dial Before You Dig](#) and the relevant utility/service provider, methods for locating and avoiding underground services must include:

- a) A site inspection to identify potential services, their location, status and type.
- b) Use of Ground Penetrating Radar as a control measure where possible to attempt to identify any unknown services.
- c) The use of non-destructive digging techniques that have been approved by the utility provider and appropriate to the risks from potential damage of utility during ground disturbance.
- d) The use of cable avoidance tools.

Where slit-trenching methods are used, the specific details for the conduct of slit-trenching must be developed by the PC in accordance with the Risk Assessment (e.g. depth, potential bending radius of cables, etc.). The process must ensure that persons undertaking service location and/or non-destructive digging are trained and competent and where required, authorised by the applicable utility service provider.

The PC's permit to work system must be in accordance with the section of this Standard entitled [Permits to Work](#).

11.11. Confined Spaces

The PC must develop documented processes for the identification and management of work in confined spaces that complies with relevant legislation as follows:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Code of Practice Confined Spaces
- AS 2865-2009 Confined spaces.

The procedure must ensure a permit to work system is applied for confined space work and permits must be issued by the PC in accordance with the section of this Standard entitled [Permits to Work](#).

11.12. Hot Work

The PC must develop/implement a procedure for managing the risks of hot work in line with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Welding Processes Code of Practice
- AS 1674:2007 Safety in welding and allied processes.

Hot work conducted outside of a designated hot work area must be controlled in accordance with a permit to work system which complies with the section of this Standard entitled [Permits to Work](#).

The PC must ensure all structural welding tasks are conducted by persons qualified and competent in the requirements of AS/NZS 1554 Welding of steel structures. In addition, weld preparations, welding consumables and welding procedures are qualified before commencing welding of structures.

11.13. Chemical Management

The PC's PHSMP must include a system to reduce identified risks to SFAIRP for working with, transporting and storage of Hazardous Chemicals (including Dangerous Goods) in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- The Dangerous Goods (Road and Rail Transport) Act and Dangerous Goods (Road and Rail Transport) Regulation
- Australian Dangerous Goods (ADG) Code
- SafeWork NSW – Managing Risks of Hazardous Chemicals in the Workplace – Code of Practice
- SafeWork NSW – Labelling of workplace hazardous chemicals – Code of practice
- SafeWork NSW – Preparation of safety data sheets for hazardous chemicals – Code of practice.

Where Hazardous Chemicals are used/transported/stored by PC's on Sydney Metro work sites, a Risk Assessment must be carried out for the safe use/transport/storage of the Hazardous Chemical. The PC will use the Hazardous Chemicals Risk Assessment to identify hazards and risks and develop appropriate controls for inclusion in SWMS and/or SWIs. The PC must ensure that storage locations for Hazardous Chemicals are appropriately bunded to contain spills, sign-posted and that signs include relevant emergency procedures.

11.14. Occupational Health, Hygiene and Wellbeing

Sydney Metro aims to improve the health and wellbeing of its workforce by ensuring its contractors place a high priority on and appropriately resource occupational health, hygiene and wellbeing programs.

The PC must:

- a) Engage the services of a Certified Occupational Hygienist (COH)® to provide governance over the performance of all occupational health and hygiene activities, including approval of Management Plans, Health Risk Assessments and Exposure Control Plans.
- b) Develop, document, implement, and evaluate systems intended to identify, assess and control those hazards likely to adversely affect workers health during Contract Package design, procurement, planning, commissioning, construction and operation.

11.14.1. Occupational Health & Hygiene Program

An Occupational Health, Hygiene & Wellness Management Plan (OHHWMP) must be documented by the PC and submitted to Sydney Metro for review of conformance to this standard and applicable legislation, Codes of Practice, guides and Australian Standards, prior to site establishment. It must specify and detail the methods for the systematic management of occupational health risks to all personnel working under the direction of the PC and must include, but not be limited to:

- a) Occupational Health, Hygiene & Wellness (OHHW) Objectives and Targets including leading Key Performance Indicators.
- b) Methods for consultation, communication and engagement with all stakeholders commensurate to Health Risk Assessment (HRA) activities.
- c) Minimum competency and training requirements for workers who are required to implement and supervise activities to comply with this Standard, including members of the PC's health and safety team, management, and all members of the workforce.
- d) Wellbeing initiatives targeted at reducing personal risk factors likely to impact OHHW performance.
- e) The process the PC will undertake to gain 'Accredited' status through the Mates in Construction program across its sites.
- f) Standardised methods for the assessment and evaluation of occupational health risks in accordance with industry recognised approaches as per the three level model detailed in the section of this Standard entitled [Health Risk Assessment](#).

- g) Methods to identify persons for participation in medical assessment and health surveillance activities in accordance with the section of this Standard entitled Medical Examination and Health Monitoring Program.
- h) Methods to assess and verify the adequacy of controls during each project phase including Exposure Control Plans to be created for Significant Risks to Health with particular regard for asbestos and ventilation.
- i) The review of control effectiveness for those measures listed in Exposure Control Plans at a frequency consistent with the assessed risk. Significant Risks to Health must be prioritised for control. Verification, ongoing maintenance, and testing of engineering controls must be documented. Where hazards are assessed as having a Significant Risk to Health, audit tools must be created to audit the effectiveness of critical controls for those hazards.
- j) The Exposure Assessment Program including verification and interpretation of exposure assessment activities to demonstrate compliance, effective control, and characterization of Similar Exposed Groups (SEGs). The program must include information on scientific analysis, calibration of equipment, sampling methodologies and appropriate analytical laboratory selection. Personal exposure monitoring must be performed at a frequency relative to the level of risk assessed in the HRA or a higher frequency as recommended by the COH.
- k) The process to provide training in OHHW to the workforce in addition to developing general competence and knowledge within the PC's WHS team on the health hazards associated with the work to be performed. Members of the PC's WHS team must have undertaken tertiary qualifications in occupational hygiene or training in the basic principles of occupational hygiene.
- l) Methods for stakeholder identification, consultation, communication and engagement with the workforce and Sydney Metro, including the process to collaborate with Sydney Metro on HRA and exposure assessment activities. This includes frequent meetings between the PC's Health and Safety Manager, COH and Sydney Metro to review OHHW issues.
- m) Methods to share information between Sydney Metro and other stakeholders such that lessons learned with regards to health promotion and ill health prevention are communicated across other project areas, sites, and Contract Packages.
- n) Implementation of a respiratory protection program in accordance with AS1715 in all circumstances where engineering controls or higher do not control exposure concentrations to below 50% of the Workplace Exposure Standard (WES).
- o) Implementation of a hearing conservation program in accordance with AS1269 in all circumstances where engineering controls or higher do not control occupational noise exposure concentrations to below 80 dB $L_{Aeq,8 \text{ hour}}^1$.
- p) The process by which all formal recommendations made by the COH will be recorded, communicated, tracked, and implemented as soon as practicable by the PC.
- q) The occupational health and hygiene information management system used for the systematic retrieval and reporting of valid information to manage occupational health and hygiene risks. In addition to providing copies of COH-approved HRA reports, the PC shall provide the results of Level 1, Level 2 and ongoing Level 3 HRA activities per operating SEG via the OHHW information system which is to be

¹ Whilst 85 dB $L_{Aeq,8 \text{ hour}}$ is the current legal exposure standard, 80 dB $L_{Aeq,8 \text{ hour}}$ will serve as an action limit.

- submitted to Sydney Metro at a minimum frequency of monthly. It is to reflect the OHHW activities, including monitoring and inspection for the previous month.
- r) Recording and investigating all incidents associated with occupational health hazards to determine corrective actions required to reduce the risk of illness or fatality to workers. This includes individual exposure sample results that exceed the WES or where a deemed disease has been reported.
 - s) Incident reports shall include the necessary detail to determine if exposures were adequately controlled (e.g. Respirator Fit Test Records), and confirmation that health monitoring has been performed for the respective hazard (e.g. A letter from a medical practitioner confirming that Health Monitoring for Crystalline Silica has been performed).
 - t) Incident investigation activities must include a review of the exposure control plans to assess the effectiveness of existing controls.

11.14.2. Health Risk Assessment

The PC must have an established and documented system which ensures that the assessment and evaluation of occupational health risks follows the three-level assessment model described below. All HRA's must be facilitated by the COH in conjunction with the PC team relevant to the works package. HRA results must be approved by the PC and submitted to Sydney Metro for review in accordance with [Appendix E: Health Risk Assessment Checklist](#).

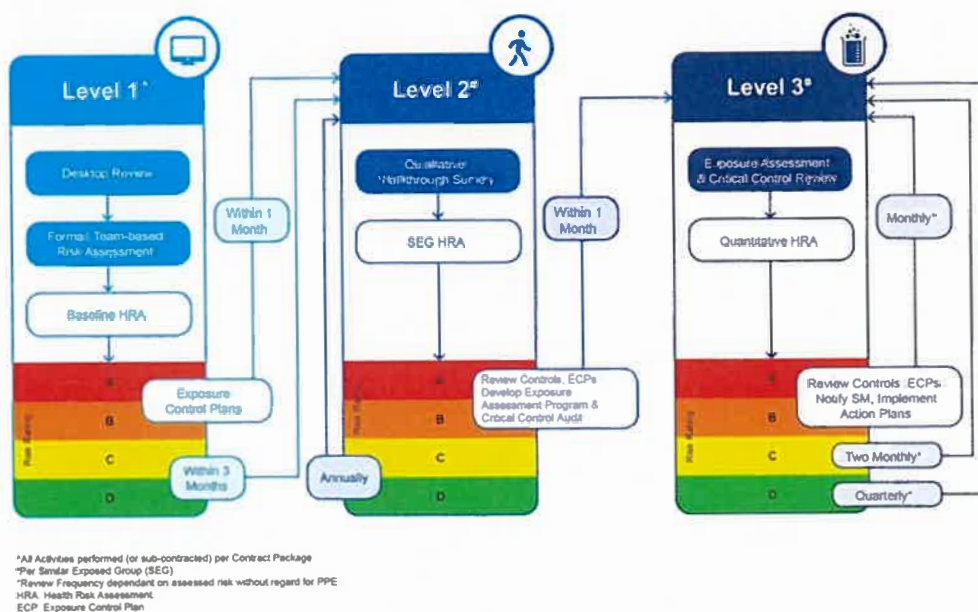


Figure 1: Health Risk Assessment Model

The PC's project level risk register must use the occupational health consequence and likelihood criteria ([Appendix F: Health Risk Matrix](#)).

Level 1 Baseline qualitative HRAs must be conducted as part of the section of this Standard entitled [Project Level Risk Assessment](#) to identify and evaluate occupational health risks associated with all activities likely to be performed. Level 1 HRA involves a desktop review of available information including historical exposure data (if available), for purposes of identifying SEGs; appropriate control measures to reduce the risk SFAIRP; informing qualitative judgement of occupational exposures; prioritising SEGs for control; establishing quantitative exposure assessment and health monitoring activities; and to provide assurance that health hazards can be managed to an acceptable level of risk.

Level 2 HRA involves a walkthrough assessment per SEG by the COH in consultation with relevant stakeholders. Level 2 qualitative HRAs must be conducted within 1 month of project commencement for those SEGs estimated to have a Significant Risk to Health; and three months for remaining SEGs. Level 2 HRA documents exposure characteristics for each SEG; verifies that planned control measures are in place; verifies Level 1 HRA exposure estimates including the presence and perceived effectiveness of implemented controls; and provides formal recommendations for implementation by the PC.

Level 3 Quantitative HRAs must include a documented exposure assessment strategy by the COH, submitted to Sydney Metro prior to implementation. Level 3 HRA must be performed where Level 2 HRA demonstrates that a Significant Risk to Health exists; where exposures could exceed, or have exceeded, the Workplace Exposure Standard; where complaints or symptoms have been reported relating to health hazards; or changes in activities could potentially increase exposures to health.

Level 3 HRAs are conducted to measure personal exposure to health hazards to determine compliance with Workplace Exposure Standards; to characterise SEGs; to evaluate the effectiveness of controls; to perform observations and conduct worker interviews; to identify and quantify hazards in the workplace; and to enable workers to ask questions. The COH must be provided access to all active work areas. A system must be in place that ensures all personal exposure sampling and analysis is performed by Occupational Hygienists in accordance with relevant Australian Standards or validated test methods. All respirable crystalline silica exposure samples must be analysed by a laboratory, accredited by NATA to perform X-ray diffraction analysis in accordance with the NHMRC (1984) method.

Where monitoring for personal exposure identifies a Significant Risk to Health (regardless of the use of PPE as a control measure) Sydney Metro must be notified; the PC must review the control measures to reduce the risk and select and implement those control measures to control the risk SFAIRP; and all recommendations made by the COH must be recorded, communicated, and implemented.

PC Risk review frequencies, including Level 3 HRA, must be no less than monthly for risks assessed as High or Very High; Two-Monthly for risks assessed as Medium; and Quarterly otherwise. In all cases, the level of protection afforded through the use of PPE must not be taken into account when determining the level of risk to health.

The results of personal exposure assessment must be compared against Workplace Exposure Standards to determine compliance, evaluate occupational health risks and determine exposure acceptability for each hazard. Workplace Exposure Standards are not limited to those substances listed in Table 2. Action Limits must be established at equal or lower to 50% of the Workplace Exposure Standard. Exposures above the Action Limit demonstrate that a process is not under reasonable control and an Exposure Control Plan must be implemented to detail how exposures will be reduced.

Table 2: Workplace Exposure Standards

Parameter	Unit of Measure	STEL	8-hour TWA
Respirable Dust	mg/m ³	n/a	2.5
Inhalable Dust	mg/m ³	n/a	10
Respirable Crystalline Silica (RCS)	mg/m ³	n/a	0.1
Diesel Particulate Matter (DPM)	mg/m ³	n/a	0.1
Carbon Monoxide (CO)	ppm	200	30
Carbon Dioxide (CO ₂)	ppm	30000	5000
Hydrogen Sulphide (H ₂ S)	ppm	15	10
Nitric Oxide (NO)	ppm	n/a	25
Nitrogen Dioxide (NO ₂)	ppm	5	3

Action Limits must include any personal full shift exposure > 50% of the TWA-WES; and/or > STEL; and/or > ceiling limit; and/or full shift additive concentration WES > 1. Any individual exposure monitoring result that exceeds an Action Limit must be investigated to determine corrective actions required to reduce exposure to below the Action Limit. Exposures are considered acceptable only where individual exposures are below the Action Limit, and where the 95% upper confidence limit of the minimum variance unbiased estimate (MVUE) of a SEG's exposure is below the TWA-WES.

11.14.3. Asbestos Control

PC asbestos exposure risks, including unexpected asbestos identification, must be controlled in accordance with the requirements detailed in:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – How to Manage and Control Asbestos in the Workplace – Code of Practice
- SafeWork NSW – How to Safely Remove Asbestos – Code of Practice.

Where licenced asbestos removal work is performed, air monitoring shall be carried out. All occupational hygienists and Licensed Asbestos Assessors used to assess asbestos are to be competent to do so. All occupational hygienists and Licensed Asbestos Assessors are to be working under the governance of a COH.

The PC's nominated COH must approve all Asbestos Removal Control Plans prior to removal activities.

Asbestos air monitoring results must be submitted to Sydney Metro the following day of sampling. Evidence of calibration and NATA laboratory accredited must be supplied. Where a quality control error is identified in NATA accredited laboratory analytical reports, the PC shall request an amended laboratory certificate of analysis to be issued.

Clearance Certificates must be provided to Sydney Metro upon asbestos being removed and prior to re-occupancy of each asbestos removal work area. Where a project comprises of multiple asbestos removal work areas, a final Clearance Certificate encompassing all asbestos removal work activities must be provided to Sydney Metro.

11.14.4. Risks of Importation of Asbestos Containing Materials

Any product found with any level of asbestos is prohibited from being imported and used in Australia. The PC must ensure they do not inadvertently import asbestos into Australia. Some countries still use asbestos in manufactured products and may classify goods as 'asbestos free' because they only contain low levels of asbestos content. The importation of asbestos or asbestos containing materials into Australia is prohibited under the Customs (Prohibited Imports) Regulations 1956.

PCs must ensure that procedures are developed and implemented to manage the risk of importing asbestos and asbestos containing materials. Procedures must address:

- a) development of specifications, including any products that may be prohibited and/or restricted, including asbestos;
- b) identification of inspection and testing regimes based on risk of containing banned products, including country of origin, type of material/product, end use, supplier, etc; and
- c) product recall and emergency/crisis response.

Where products are known to, or may contain asbestos, the PC must:

- d) obtain certification from the manufacturer that goods are asbestos-free; (Note: The asbestos-free certification provided by overseas manufacturers can be wrong)
- e) obtain test certificates from the overseas supplier to verify the asbestos free claim. For test certificates to be valid, there must be proof that the testing was undertaken for the batch of product that is being imported and be conducted by a competent laboratory; and
- f) refer to guidance from the COH and regulators whether further testing by a National Association of Testing Authorities (NATA) or an overseas laboratory with the equivalent international accreditation laboratory is necessary – the NATA website has a list of accredited local and overseas laboratories.

Where a known risk is identified, the PC must provide written assurance to Sydney Metro that they have implemented appropriate steps throughout their supply chain.

Further information on asbestos in imported goods can be found as per the SafeWork NSW Fact Sheet – Asbestos in Imported Goods.

11.14.5. Ventilation in Tunnels and Enclosed Areas

A Ventilation Management Plan must be submitted by the PC to Sydney Metro where ventilation is proposed or already in use. The Ventilation Management Plan shall meet the performance requirements detailed in:

- SafeWork NSW – Tunnels under Construction – Code of Practice
- Safe Work Australia – Guide for Tunnelling Work.

And, shall describe all aspects of ventilation management, including:

- a) The design and operation by a competent person(s);
- b) Specifying the system to provide sufficient volume, minimum velocity of 0.5 m/s, and quality of air to prevent the development of a hazardous atmosphere, including

- preventing exceedances of the Workplace Exposure Standard (e.g. respirable crystalline silica) in all locations where persons work, or are expected to work (e.g. ring build area of a TBM);
- c) Specifying the arrangements for the installation of ventilation control devices, e.g. brattice, fans, other ventilation infrastructure;
 - d) Establishing a program for inspection and maintenance of the ventilation system;
 - e) Establishing a program for periodic monitoring and testing of the ventilation system by a competent person(s);
 - f) Establishing a system of monitoring and evaluating potentially harmful concentrations of airborne contaminants in locations where persons work, or are expected to work;
 - g) Provisions for modelling ventilation processes when a significant change is made to ventilation arrangements; and
 - h) Procedures to be followed in the event of the failure of the ventilation system including details of the circumstances requiring the safe withdrawal of persons.

11.14.6. Respirable Crystalline Silica (RCS) Control

PC control measures to minimise exposure to respirable crystalline silica must be documented in the OHHWMP, must apply the hierarchy of controls, and must include:

- a) In all cases, except as otherwise approved in writing by the PC's Project Director, engineering controls must be used to reduce exposure to RCS.
- b) Where administrative or lower controls are used, it must be demonstrated that the planned control measure does not result in a new exposure scenario (e.g.: spotters must not be used for dust control where the task results in a Significant Risk to Health).
- c) Dust suppression must be placed at sources of dust emission SFAIRP and be designed to specifically control emissions and minimise water use (e.g. be an OEM installed feature of plant determined through the Plant Hazard Identification and Control process).
- d) Every effort must be made to eliminate SFAIRP the need for persons to manually apply water sprays. If this method of control is required, a documented risk assessment must be completed and approved by the COH and the PC's Project Director.
- e) Prohibition of dry brush sweeping in all work areas.
- f) Until personal exposure data can be demonstrated that exposures to RCS are controlled to below 50% of the Workplace Exposure Standard:
 - i. The use of respiratory protection used under an approved Respiratory Protection Program is mandatory.
 - ii. Personal exposure monitoring, documented under an approved Exposure Assessment Strategy, must be performed each month per SEG for the following workers and/or work:
 - A. ground personnel working in excavations (e.g.: shaft/station/box construction or those performing bulk excavation);

- B. all members of a tunnelling crew (e.g.: tunnellers, ring builders, road header operators and offsideers; heavy plant operators; surveyors); and
 - C. persons performing masonry or concrete cutting, sanding, grinding or drilling;
 - D. persons performing structural demolition.
- iii. Recommendations made by the COH as part of these assessments must be implemented and recorded.

11.14.7. Diesel Exhaust Emissions Control

PC risks associated with exposure to diesel particulate matter and diesel exhaust gases must be documented in the OHHWMP and must be managed in accordance with the WHS Act 2011, the WHS Regulation 2017, Safe Work Australia's Guidance for Managing the Risks of Diesel Exhaust, and the NSW Department of Primary Industry Guideline for the Management of Diesel Engine Pollutants in Underground Environments (MDG29). In cases of conflict between those documents, the higher level controls and more conservative approach must be implemented by the PC unless otherwise approved in writing by the PC's Project Director.

Until personal exposure data can be demonstrated to be below the Action Limit of the respective Workplace Exposure Standard (excluding PPE as a control), personal exposure monitoring, documented under an approved Exposure Assessment Strategy, must be performed each month for each SEG working as part of tunnel construction; shaft/station/box construction; bulk excavation; and those working in enclosed areas where diesel powered plant is used.

11.14.8. Thermal Heat Stress Risk Control

The PC's OHHWMP must document the standardised process to assess and control the risk of developing a heat related illness. Those that assess thermal stress risk must be trained and competent in the processes and equipment to be used. The potential for heat stress must be assessed and controlled in accordance with the methods described in the publication, A Guide to Managing Heat Stress: Developed for Use in the Australian Environment (Australian Institute of Occupational Hygienists [AIOH] 2013) and include the use of the Thermal Work Limit as a Stage 2 Index.

11.14.9. Contaminated Ground

An assessment must be undertaken by a COH during the work planning phase to determine the potential risk to workers for any ground contaminants prior to ground disturbance. An exposure control plan must be developed by the PC to ensure controls are implemented to determine and monitor the level of contaminants in accordance with the Workplace Exposure Standard for workers.

The PC must inform the COH whenever contaminated ground is identified and the COH must approve the associated Exposure Controls to be used.

11.14.10. Noise

The PC's OHHWMP must document the standardised process to assess and control the risk of developing noise induced hearing loss which must include the requirements listed in:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Managing Noise and Preventing Hearing Loss at Work – Code of Practice
- AS/NZS 1269 Occupational Noise Management.

11.14.11. Psychosocial Hazards

The PC's OHHWMP must describe how the PC will manage and put programs in place to address psychosocial hazards such as bullying and harassment, work-life balance, stress and resilience, and suicide prevention SFAIRP. The PC's OHHWMP must also identify how the PC will encourage diversity and inclusion in the workforce and provide for individuals that may be vulnerable to the above psychosocial hazards.

11.14.12. PPE Programs

Where respiratory protection is used by the PC, the requirements in both AS/NZS 1715 and the section of this standard entitled Respiratory Protection Equipment (RPE) must be implemented. Where hearing protection is used, the requirements in AS/NZS 1269.3 must be implemented by the PC. All PPE programs must be documented and approved by the COH prior to work commencing.

11.14.13. Respiratory Protective Equipment (RPE)

Where RPE is required to control respiratory hazards the PC must:

- a) Develop an RPE program as part of the Occupational Health, Hygiene and Wellbeing Program which addresses:
 - i. correct selection of RPE that is right for the hazardous chemical/substance or mixture, the environment in which it is going to be used, the task and the wearer;
 - ii. information and training provided to RPE users for the correct use, storage and care;
 - iii. supervision of RPE wearers to ensure that they are using the RPE in accordance with manufacturer's instructions and the training provided;
 - iv. maintenance of RPE in accordance with the manufacturer's instructions;
 - v. requirement for pre-use inspections of RPE to ensure the equipment is working correctly before each use;
 - vi. records and documentation;
 - vii. correct storage facilities for RPE;

- viii. safe disposal of damaged or used RPE and its components, taking note of waste handlers' health and safety;
- ix. compliance with AS1715 Selection, use and maintenance of respiratory protective equipment.
- b) Ensure fit testing for the RPE is conducted by a competent person familiar with the RPE. Fit testing and training records are to be supplied to Sydney Metro prior to undertaking any works that require the use of respiratory protection.
- c) Workers must be clean shaven where the RPE used relies on facial fit to be effective.
- d) Ensure Self-Rescuer units provided for workers are suitable and adequate for the environment, potential exposures and length of time estimated to safely undertake an emergency evacuation.

11.14.14. OHHW Training Program

Training and instruction must be documented and provided by the PC to the workforce for the occupational hazards identified in the HRA. Training must include the requirements in the WHS Regulation 2017 in addition to those specified in:

- AS/NZS1715, AS/NZS1269.3, AS/NZS2161.1, AS/NZS1336 and AS/NZS4501.1
- SafeWork NSW – Managing risks of hazardous chemicals in the workplace - Code of Practice
- Safe Work Australia – Health Monitoring for Exposure to Hazardous Chemicals – Guide for PCBU
- SafeWork NSW – Managing the work environment and facilities – Code of Practice.

11.14.15. Medical Examination and Health Monitoring Program

The PC must document the medical examination and health monitoring program in the OHHWMP. Persons and groups of workers (SEGs) shall be identified to participate in medical assessment and health monitoring activities in circumstances where the results of Health Risk Assessments, performed in accordance with the Section of this Standard entitled Health Risk Assessment identify health hazard(s) that are anticipated to present a 'Significant Risk' to the health of those workers.

The medical examination and health monitoring program must be documented to ensure workers are deemed fit for duty for the type of work to be performed and shall include:

- a) The minimum requirements prescribed in Safe Work Australia's Guide for PCBUs on Health Monitoring for Exposure to Hazardous Chemicals;
- b) Skin checks and assessment of occupational dermatitis for workers exposed to cement based products;
- c) Pre-employment and risk based skin cancer examinations for those workers who predominantly work outdoors;

- d) Provision of crystalline silica baseline health monitoring and subsequent annual monitoring as per Safe Work Australia's Guide on Crystalline Silica Health Monitoring;
- e) Evaluation of underlying medical conditions along with physiological demands, as per AS/NZS 1715, to determine if workers required to wear respiratory protective equipment (RPE) are fit to do so, with consideration of the type of RPE used and circumstances of use;
- f) Evaluation of physical fitness, thermal stress tolerance and personal risk factors likely to affect thermoregulation for those workers required to work in thermally stressful environment(s);
- g) Baseline audiometry, as per AS/NZS 1269.4 and two yearly thereafter, or more frequently where exposure assessment demonstrates significant noise exposure;
- h) workers exposed to hand arm vibration must be evaluated specifically with regards to personal risk factors likely to affect their health, such as the presence of Raynaud's disease, impairment of blood circulation, past hand injuries causing circulatory defects or deformity of bones and joints, peripheral nervous system disorders and musculoskeletal system disorders;
- i) biological monitoring where exposure to a chronic health hazard(s) has been identified and a validated method exists for the collection, analysis and measurement of the hazardous substance, or its metabolites in the bodily fluid or tissue of exposed personnel (e.g.: a blood test for workers potentially exposed to lead); and
- j) provisions that ensure medical recommendations are acted upon.

The PC must provide acceptable evidence of completion of medical examination and health monitoring within one-month of the worker commencing tasks that present a Significant Risk to Health. Acceptable evidence at a minimum includes:

- k) a letter from the medical practitioner that performed the medical evaluation that confirms the medical examination and health monitoring undertaken. For example, confirmation that health monitoring for crystalline silica as listed in Schedule 14 of the WHS Regulation 2017 was completed; and
- l) a monthly summary from the medical practitioner on the number of workers, listed per SEG, that were identified to have reduced lung function and/or abnormal audiometry due to noise induced hearing loss; and
- m) a monthly summary from the medical practitioner on the number of workers, listed per SEG, that were identified to have a "deemed disease" as listed in Safe Work Australia's Deemed Diseases in Australia (2015). This requirement relates to only the deemed diseases that are associated with the medical tests being performed.

11.14.16. OHHW Key Performance Indicators

The PC must establish an OHHW KPI suitable for the lifecycle phases of the project. It must be a leading metric that contributes to the achievement of the OHHW Objectives and Targets. Where PPE forms a risk control measure to reduce occupational exposure to a Significant Risk to Health, then leading indicators focused on PPE must be implemented as part of that KPI. These are termed PPE Provisions, and result in the OHHW KPI being divided into sub-groups. Therefore achievement of the OHHW KPI becomes dependent on

achieving each individual target within each sub-group. PPE Provisions in the Occupational Health KPI must include:

- a) Number of workers who have received respirator or hearing protection fit testing in the past 12-months compared to those who are required to wear that PPE. Expressed as a %.
- b) Number of workers who have received respirator or hearing protection training (as applicable to the type of PPE in use) in the past 12-months compared to those who are required to wear that PPE. Expressed as a %.

Each sub-group must have equal weighting and be grouped together for determination of achieving the OHHW KPI, with a target of 90%.

11.14.17. OHHW Performance Reporting

The PC must report performance against targets monthly in the Health Performance Report. The COH engaged by the PC is to prepare and approve the data to be included in the monthly report disseminated to Sydney Metro. This requirement does not limit the immediate reporting of incidents.

The PC is required to provide the following information as part of the Monthly Health and Safety Report via the OHHW Information Management System:

- a) Validated personal exposure data in an easily accessible format, grouped per SEG, and de-identified from the worker.
- b) The assessed risk to health per SEG based on the most recent HRA performed.
- c) The OHHW KPI along with evidence to support the numbers used. This includes provision of respirator fit test certificates, where not previously supplied.
- d) Where Noise, RCS, and/or DPM have been assessed as a Significant Risk, then the average (mean as the MVUE) and 95% Upper Confidence Limit (UCL) of personal exposure data must be reported in the monthly report. Such data must be validated by the COH.
- e) The number of workers that worked in each SEG that reporting month.

11.14.18. OHHW Performance Review

The PC must facilitate independent audits of health risk assessment and control activities by Sydney Metro with the aim of validating performance. Audits will be prioritised to those SEGs that have been assessed as having a Significant Risk to Health and will involve qualitative assessment of health risk, inspections of control measures, and quantitative assessment via personal exposure assessment where necessary.

11.15. Hazardous Manual Tasks

The PC must have a process that identifies, assesses and controls the risks associated with hazardous manual tasks in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Hazardous Manual Tasks – Code of Practice.

The process must identify when risk assessments are to be undertaken and provide for hazardous manual task controls to be included in SWMS/SWIs to minimise tasks that involve:

- a) repetitive or sustained force
- b) high or sudden force
- c) repetitive movement
- d) sustained or awkward posture
- e) exposure to vibration.

11.16. Work Related Road Safety

The PC must ensure that the risks to workers and the public are reduced SFAIRP when driving vehicles on worksites and to and from worksites on the public road network. The PC must manage the risks associated with work related driving and occupational vehicle use in accordance with the:

- The WHS Act 2011 and WHS Regulation 2017
- Road Transport Act 2013 and Regulations
- Road Rules 2014
- HVNL (NSW) and Regulations.

11.16.1. Vehicle Drivers

The PC must ensure that all workers who drive a vehicle as part of their work in the PC's business or undertaking, including those persons employed by sub-contractors (including owner-drivers), are licensed, fit-to-drive and verified as competent to drive the vehicle they are authorised to drive.

In addition, the PC must develop a Driver Code of Conduct which outlines minimum driver behavioural requirements to ensure compliance with the legislative requirements listed above, and which all drivers, including those employed by sub-contractors (including owner drivers) are required to sign.

11.16.2. Minimum Vehicle Safety Requirements

The PC must ensure all light and heavy vehicles used to transport equipment, plant, materials and people to and from the site and working areas comply with the relevant Australian Design Rules and Vehicle Standards. All fleet vehicles must meet the following requirements:

- a) Where possible meet 5-star ANCAP Safety Rating or the highest available ANCAP safety rating for vehicle category.
- b) Three-point seat belts (for the driver and all passengers).
- c) Rear-view mirrors.
- d) Reversing cameras and reversing (broad-band 'squawker' type) alarms.
- e) Collision/proximity sensors (where possible).
- f) Functioning and compliant lights (Head, Reversing, Direction-Indicator, Brake, Hazard Warning Lamps).
- g) Light and high visibility colours for vehicles.
- h) Daytime running lights.
- i) No additional window tinting.
- j) Flashing lights (unless determined otherwise by risk assessment).
- k) Fire safety equipment capable of suppressing or extinguishing potential vehicular fires.
- l) Loads carried on Light Vehicles are secured from movement/dislodging in accordance with the NTC Load Restraint Guide 2018 for Light Vehicles.

Where required, the PC must ensure vehicles on the project display Sydney Metro messaging/branding in a prominent position on the vehicle when driven on public roads.

11.16.3. Vehicle Registration, Maintenance and Inspection

The PC must ensure all work vehicles are registered, roadworthy and pre-start checked before being driven.

The PC must ensure that all work vehicles are inspected and, serviced and maintained in accordance with the vehicle standards and manufacturer's recommendations and records maintained.

In addition, the PC must maintain a register for company vehicles showing registration expiry dates and licence requirements.

11.17. Heavy Vehicles Safety and Compliance

11.17.1. Chain of Responsibility

The PC must have systems, resources and processes in place to ensure compliance with Chain of Responsibility (CoR) legislation, including the HVNL (NSW) and Regulations. The PC must develop a CoR Management Plan which, as a minimum, addresses the following requirements:

- a) Statement of Commitment to CoR.
- b) Legislative Requirements and provision of evidence that the contractor has met their legal obligations.
- c) Organisational Chart showing team structure, supply chain participants and respective CoR responsibilities.
- d) Hazard identification and risk assessment of the various stages and aspects of the projects operations that may rise to risk of a breach, offense or incident.
- e) Risk Register including foreseeable hazards, subsequent risks and controls.
- f) Subcontractor pre-qualification and screening, including undertaking compliance assurance assessment of sub-contractors and supply chain.
- g) Contracting practices to ensure that CoR compliance assurance conditions are included in all sub-contracts.
- h) Reporting all breaches, near misses, accidents, incidents as required by the section of this Standard [Incident Reporting and Investigation](#) (i.e. Traffic infringements, breaches and non-compliance with the Road Transport legislation and HVNL (NSW) must be reported to Sydney Metro as an incident.
- i) Communicating requirements to, and managing interfaces with stakeholders, suppliers and sub-contractors.
- j) Provision for dealing with regulators and authorities.
- k) Consultation and communication protocols.
- l) Key personnel, description of their positions/qualifications and reporting lines.
- m) Resources management, including addressing shortage of skilled resources that are critical to management of CoR compliance.
- n) Assurance, surveillance or auditing activities are conducted to ensure compliance with the CoR Management Plan by all parties in the chain.
- o) Processes and procedures for the response and rectification of any CoR incidents.
- p) Development and measuring of objectives, targets and CoR compliance criteria.
- q) Ensuring that periodic CoR compliance performance reporting takes place at a management and Executive Officer level.
- r) Systems and processes for documenting compliance and records retention demonstrating CoR compliance activities, performance and evidence that the PC and any sub-contractors have met their legal obligations.
- s) CoR Training, Instruction and Supervision.
- t) CoR Emergency Processes and Procedures.

- u) CoR Management Plan Review and Continuous Improvement.

In addition to the above, the PC must ensure:

- v) Systems and procedures are in place to measure and record the mass of each vehicle in accordance with the HVNL (NSW) and Regulations as it departs from a Sydney Metro site. This can be achieved through a variety of ways, in the following order of preference:
 - i. vehicle telematics including the provision for on-board mass measurement;
 - ii. weighbridges;
 - iii. axle-pads or similar; or
 - iv. estimation through LOADRITE/other and confirmation through use of weigh bridges en-route to unloading/delivery destination.
- w) Loads carried on or in heavy vehicles are properly restrained in accordance with the HVNL (NSW) and Regulations and NTC Load Restraint Guide (Latest Version) to prevent any load from falling or becoming dislodged.
- x) All vehicles do not exceed prescribed mass and dimension requirements under the HVNL (NSW) and Regulations, unless approval and authorisation is gained from the regulator (e.g. NHVR, RMS) and/or relevant road manager.
- y) Routine inspections are conducted by trained and competent persons to ensure heavy vehicles comply with roadworthiness and vehicle standards.
- z) The on-road transport of dangerous goods is managed in accordance with the Dangerous Goods (Road and Rail Transport) Act and Dangerous Goods (Road and Rail Transport) Regulation.

11.17.2. Heavy Vehicle Operators

The PC must ensure that all Heavy Vehicle Operators engaged by the PC, including prime contractors, sub-contractors and owner-drivers, are assessed and selected, as part of the PC's procurement and pre-qualification processes, to ensure that they meet the minimum requirements set out in this standard and the PC's CoR Management Plan. The requirements of this standard apply to all levels of the PC's supply chain, including sub-contractors and suppliers.

Subcontractor pre-qualification and screening activities should include undertaking compliance assurance assessment of sub-contractors as to their competency, capacity, qualifications, training, expertise, systems and processes in place to ensure compliance with the HVNL and CoR provisions and their relevant compliance history. As a minimum, the PC must require Heavy Vehicle Operators to demonstrate a safety and compliance history and current fleet safety standards.

The PC must not incentivise drivers or allow Heavy Vehicle Operators (including prime contractors, sub-contractors or suppliers of any tier) to incentivise their drivers, based on the number of, or speed in which, deliveries are made or in such a way that would result in a breach of the HVNL. The PC must ensure that the safe delivery of plant, equipment, materials and people is the overriding priority in all vehicle movements.

The PC must ensure Heavy Vehicle Operators (prime contractors or sub-contractors) engaged for major haulage contracts (e.g. spoil removal, concrete/aggregates delivery, steel, precast, plant transportation) are accredited or are in the process of gaining accreditation under the relevant accreditation scheme such as the National Heavy Vehicle Accreditation Scheme (NHVAS) Maintenance Management or equivalent TruckSAFE accreditation.

Where eligible, the PC must ensure that Heavy Vehicle Operators (eligible^[2] to participate) engaged to undertake the PC's major haulage contracts are enrolled in the RMS Safety, Productivity & Environment Construction Transport Scheme (SPECTS).

11.17.3. Haulage Route Compliance

The PC must ensure that approved Heavy Vehicle haulage routes are adhered to at all times by Heavy Vehicle Operators (including sub-contractors and owner-operators) in the PC's road transport supply chain and that systems are in place to monitor the location of the vehicle at all times.

The PC must investigate any non-compliance with approved haulage routes and if deemed necessary, establish and issue a corrective action plan with the heavy vehicle operator to ensure future compliance.

11.17.4. Heavy Vehicle Safety Requirements

The PC must ensure that all Frequent Heavy Vehicles) over 4.5 tonnes gross vehicle mass (GVM), are fitted with the following safety equipment, as a minimum, unless it can be demonstrated to the reasonable satisfaction of Sydney Metro that the Heavy Vehicle will not perform the function for which it was built if the equipment was fitted:

- a) Side-underrun guards, in accordance with UNECE Regulation 73 and the ATA's Industry Technical Council Advisory Procedure for Side Under Run Protection, on both sides:
 - i. between the front and rear axle of all rigid (single unit) trucks; and
 - ii. between the front axle/landing legs and rear axle of trailers forming part of a combination.
- b) Class IV, V and VI mirrors compliant with ADR 14/02 – Rear Vision Mirrors, or equivalent blind spot elimination/minimisation measures as defined in the Truck Industry Council's Voluntary Code of Practice to Ensure an Adequate Field of View.
- c) A TCA certified Intelligent Fleet Management System or equivalent Vehicle Telematics System capable of monitoring driver speed, acceleration/deceleration, fatigue, and vehicle location as a minimum. Reports from these systems must be made available to Sydney Metro on request.
- d) Rear warning signs alerting other road users to the dangers of overtaking the Heavy Vehicle and signs on the front nearside warning pedestrians about walking close to the front of a moving or stationary Heavy Vehicle.

^{2 2} Refer to RMS SPECTS eligible vehicle requirements: <http://www.rms.nsw.gov.au/business-industry/heavy-vehicles/safety-productivity-environment-construction-transport-scheme/index.html>

- e) Full body conspicuity (line and contour) markings compliant with the requirements of UN/ECE 104 – Uniform Provisions Concerning the Retro-Reflective Markings for Heavy and Long Vehicles and their Trailers and ADR 13/00. Reflective markings must be fitted to the drawbar of all trailers on the project.

The PC must ensure that all Frequent Heavy Vehicle drivers are provided with sufficient training, instruction and supervision to ensure the competent use of the safety equipment specified in this section.

The PC must conduct safety and compliance inspections of heavy vehicles prior to permitting the vehicle for use on the project and at all access points to the PC's project sites. Inspections for compliance with the above requirements should be incorporated as part of the PC's plant pre-mobilisation inspections and site CoR inspections.

Where a vehicle does not meet the above minimum requirements, a Heavy Vehicle Safety Requirements Waiver may be applied for and considered by the Principal's Representative. As part of the request for the waiver, the PC must develop an agreed action plan demonstrating the steps to be taken with the Heavy Vehicle Operator to ensure compliance before the vehicle is permitted to operate on the project.

11.17.5. Heavy Vehicle Compliance Tracking

The PC must maintain a project heavy vehicle safety and compliance register to record truck/trailer description, registration; compliance outlined in the [Heavy Vehicle Safety Requirements](#) section of this Standard; and number of round trips made to the PC's project sites each month. The register must be updated throughout the project and provided to the Principal's Representative monthly.

11.17.6. Heavy Vehicle Driver Training

The PC must ensure that all Frequent Heavy Vehicle drivers engaged on the project, including those employed by Sub-contractors and suppliers (including owner drivers), attend the Sydney Metro Heavy Vehicle Driver Introduction Course before they work on the project or reach Frequent Heavy Vehicle driver status.

11.18. Working In and Around Live Traffic

The PC must manage the risks associated with working in and around live traffic in accordance with:

- WHS Legislation and WHS Regulation 2017
- RMS Traffic Control at Worksites Manual
- AS 1742.3 – Manual of Uniform Traffic Control Devices – Traffic Control Devices for Works on Roads
- Sydney Metro Construction Traffic Management Framework.

The PC must develop a Traffic Management Plan which will include a procedure for working on or near public roads including the development, review, approval and implementation of Traffic Control Plans (TCPs)/Traffic Control Guidance Schemes (TCGSs) for specific activities involving work on or near public roads. As a minimum requirement, the PC must ensure the following when working in and around live traffic:

- a) Traffic Management Plans (TMPs) must be developed by a person that holds the RMS approved Prepare Work Zone Traffic Management Plan certificate of competence.
- b) Where there is a risk of workers from being struck by live traffic, temporary road closures and detours must be considered as the first option to eliminate the hazard of moving traffic.
- c) Unless it can be reasonably justified through a risk assessment, temporary traffic signalling devices must be used to control traffic movements as per AS1742.3 and mitigate the risks to workers (including traffic controllers) of being struck by moving traffic.
- d) Where the use of traffic controllers is deemed reasonably practicable, traffic controllers must hold an RMS approved Traffic Controller's license (formerly known as the Blue Card – Stop/Slow bat).
- e) Unless approved in writing by the PC's Project Director, traffic controllers and workers on the road must be provided with physical protection from the risk of being struck by out-of-control vehicles using preferably road safety barriers compliant to AS3845 accepted by RMS for use on NSW Roads (and compliant with AS 3845), or engineer-certified crash attenuators (e.g. Truck and Trailer Mounted Attenuators) fitted to shadow vehicles.
- f) Where crash attenuators are used they must be used in accordance with the National Guidelines for the use of Truck and Trailer Mounted Attenuators (TMAs).
- g) All signage must be installed in accordance with the relevant TCP/TCGS and must be inspected at the frequency specified in the CTMP.
- h) In addition to the minimum required PPE as specified in the section of this Standard, entitled Personal Protective Equipment (PPE), Traffic Controllers must wear high visibility clothing with trousers fitted with double-reflective stripes or reflective boot covers in accordance with Section 8 of AS 4602.
- i) Sufficient traffic controller workers must be engaged so that the traffic controllers may rotate and have breaks.
- j) Traffic controllers working at night must carry illuminated wands to direct traffic.

11.18.1. Work around Construction Traffic/Mobile Plant

PC must have a procedure for managing the risks associated with working in and around construction traffic/mobile plant on its worksites, including laydown areas, marshalling yards and transfer sites developed in accordance with the:

- The WHS Act and WHS Regulation
- SafeWork NSW – Moving Plant on Construction Sites Code of Practice
- SafeWork NSW – Managing the Risks of Plant in the Workplace Code of Practice.

The procedure must ensure:

- a) Every effort is made to eliminate SFAIRP the need for persons to work in and around mobile plant and construction traffic (including refuelling operations)
- b) Mobile plant/vehicle movements are documented in a Vehicle Movement Plan(s) (VMP), which are to be communicated to workers and maintained
- c) Physical (solid) barriers are utilized to separate persons (workers or public) from mobile plant and construction traffic at all times (including refuelling and servicing.
- d) Where there is no practicable alternative, one or more of the following controls are to be considered and implemented:
 - i. Exclusion zones and delineation must be established and maintained to prevent persons from entering exclusion zone/operating zone of mobile plant.
 - ii. Engineering detection systems are to be considered and implemented where practicable.
- e) Where there is a need for workers to access the exclusion zone/operating zone of mobile plant, safe systems of work are established to control (i.e. halt/cease) the operation of mobile plant and ensure personnel are kept safe
- f) Light and heavy vehicles to be physically separated where practicable/possible
- g) Reliable communication measures are in place to manage and control mobile plant and construction traffic movements
- h) All mobile plant operators have been appropriately trained and assessed as competent.

11.19. Plant and Equipment

The PC must develop procedures for managing the risks of plant in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Moving Plant on Construction Sites Code of Practice
- SafeWork NSW – Managing the Risks of Plant in the Workplace Code of Practice
- Safe Work Australia – Guide for Safe Design of Plant
- Safe Work Australia – Guide for Manufacturing Safe Plant
- Safe Work Australia – Guide for Importing and Supplying Safe Plant
- AS 4024.1-2014 Safety of Machinery, where applicable
- Applicable Australian Standards relating to the plant as referenced in the above Codes, Guides and listed in [Appendix H: References and Related Documents](#).

The PC's procedures must ensure that:

- a) Safety specifications in accordance with applicable Australian Standards detailing the minimum safety requirements are provided to any supplier of plant for use on the project.
- b) Plant used on the project is compliant with Australian Standards.
- c) A Plant Hazard Risk Assessment (PHRA) is provided to the PC by the supplier for the following:
 - i. powered mobile plant (e.g. forklift trucks, MEWPs, telehandlers, mobile cranes, mobile concrete pumps, graders, scrapers, front-end loaders, etc.); and
 - ii. plant used for load shifting/movement (e.g. tower cranes, materials hoists, conveyors, etc).
- d) The PHRA addresses hazards with the transport, use (including access/egress and refuelling) and/or servicing and/or maintenance of the plant, including those created through any modifications or (purpose-built or standard) attachments.
- e) The PHRA is reviewed, accepted and registered by the PC prior to use on the project.
- f) Operating instructions (e.g. Safe Work Instructions) based on the outcomes of the PHRA and OEM instruction manual are developed for mobile plant.
- g) Incoming mobile plant is inspected by a competent person prior to use on the project and fitted with a unique identification marker (e.g. numbered and dated sticker).
- h) A register is maintained of all mobile plant (i.e. including plant supplied by sub-contractors, hired plant, etc) on the project to track inspections and servicing.
- i) Where required by legislation or the applicable Australian Standard, registration, certification, inspection reports and test certificates are available.
- j) Plant and equipment is used and maintained in accordance with manufacturer's specification, standards or engineer-certified modification.
- k) Daily pre-start inspections take place in accordance with the operator's manuals for all mobile plant. As a minimum, weekly inspections must be conducted for all light vehicles.
- l) Where modifications have been made, including through the use of attachments, OEM approval has been received and/or engineer certification has been provided to ensure the modification is safe for use.
- m) Persons using plant hold the necessary licenses or certificates and are verified as competent to operate the particular item and/or perform the particular tasks.

Where requested by Sydney Metro, Plant Safety Documentation must be provided by the PC to Sydney Metro upon request, for review for compliance against this Standard.

11.19.1. Plant Specific Requirements

The following specific requirements for plant must be implemented by the PC for all Sydney Metro works:

- a) All boom-type Mobile Elevating Work Platforms must be fitted with approved Secondary Protective Guarding Devices to control the risks of entrapment and crushing.
- b) Excavators 5t or greater must have fully-automatic quick hitches as the safety device can be verified for correct engagement from the plant operating position.
Note: For excavators less than 5t where this is not possible persons with management or control of the machines that continue to use semi-automatic hitches must put measures in place to ensure hitches are used only after engaging the safety system.
- c) Slew and/or height restrictors must be used for mobile plant used in the rail corridor, or where used in the vicinity of live electrical services where the design envelope of the plant may encroach the safe approach distance and no higher order controls are in place.
- d) UHF/Two-Way radios are to be provided to enable communication between plant operators, supervisors and spotters.
- e) Rated capacity indicators must be fitted in accordance with AS 1418.5 with additional external warning light systems visible to personnel working around mobile cranes.
- f) Rated capacity limiters for all mobile and vehicle loading cranes over one tonne capacity (including telehandlers) in accordance with AS 1418.5.
- g) All plant (e.g. piling and drilling rigs, rock saws, trenchers, etc.) must be fitted with guarding in accordance with AS4024.
- h) Mobile plant that generates dust during operations must be fitted with OEM approved dust suppression systems that minimise the use of water (i.e. are of the misting type) where identified by the risk assessment.
- i) Detailed specifications (including design drawings) of all high risk plant such as TBMs, road-headers, rock anchor drillers, people/plant transport vehicles, formwork travelling systems, , paving machines, drilling gantries, must be developed and provided to the Principal's Representative for review prior to procurement by the PC.
- j) A report developed by an independent, competent person that certifies compliance to the specification and applicable Australian Standards (or other equivalent Standards) must be provided to the Principal's Representative prior to the use of the item of plant.
- k) Where such plant is to be imported and the plant is not designed to comply with Australian Standards (or other equivalent Standards), an independent report must include a detailed gap analysis of the difference between the design standards used and the applicable sections of Australian Standards (or other equivalent Standards).

11.19.2. Hand Tools

The PC must ensure that all hand tools are:

- a) used for their intended purpose;
- b) the correct tool, size and type for the job; and
- c) inspected for damage and wear before use.

Any damaged tools are not to be used and removed from use and tagged out until repaired.

Hand held tools such as chisels and saws are to be kept sharp, free from mushroom heads and placed in a safe place when not in use. The manufacture and use of site-made tools is prohibited.

11.19.3. Power Tools

The PC must ensure that all workers using power tools are trained, competent and authorised to operate the type of power tool in use. The PC must ensure the following for all power tools that are used on the Sydney Metro Program:

- a) Any power tool found damaged is to be removed from service and tagged out.
- b) Power tools are to be suitably stored in a dry well-ventilated area when not in use.
- c) Suitable PPE is to be worn to prevent injury from flying fragments, ejected material or ill health from noise, dust etc.
- d) Controls are to be in place to prevent personnel operating power tools for long periods of time where there is a risk of hand arm vibration syndrome.
- e) Guards are to be fitted to protect moving or exposed parts and are to be correctly adjusted, be able to return to the closed position (i.e. on circular saws) and not removed whilst the tool is connected or in operation unless designed to do so.
- f) Handles and anti-twist devices are to be fitted where appropriate to drills and grinders that must be held with both hands to prevent kick-back or rapid twist injuries.
- g) Power tools are to be regularly maintained and before any maintenance is carried out they are to be switched off and where appropriate removed from their prime energy source (i.e. remove plug from electrical socket).
- h) All electrically powered tools comply with the minimum safety standards as required by the Electricity (Consumer Safety) Regulation, and the risks associated with all electrically powered tools are managed in accordance with SafeWork NSW's Managing Electrical Risks in the Workplace – Code of Practice.
- i) Portable tools such as hand held grinders; circular saw and drills are to be fitted with switches, levers, triggers that require constant pressure for operation and will automatically stop when released. The use of a device that prevents the release (i.e. lockable trigger switch) is prohibited.
- j) Angle grinders and similar tools are to be fitted with the correct disc for the material to be cut and the rated speed of the blade/wheel is to be checked before use to confirm that it is equal or greater than the maximum speed of the grinder. Cutting blades are to be inspected for integrity before use. The use of 9 inch Angle Grinders is prohibited on the Sydney Metro Program. If the 9 inch grinder is the only tool that

can be used to complete a task, then a task specific risk assessment must be undertaken and approved by the PC Project Director to consider if this must be used on site and all safety controls have been considered.

- k) Where there is a risk of harmful airborne dusts power tools are to be fitted with an extraction system or a wet cutting suppression system
- l) The use of petrol or diesel powered tools is prohibited when working in an enclosed or confined spaces. Ventilation and adequate fresh air supply must be assessed and maintained to acceptable levels at all times when working in confined or enclosed spaces.
- m) Fuel driven tools are to be re-fuelled in an area clear of the work area and free from other flammable materials, using an approved fuel container. Fuel containers are to be re-sealed and returned to a safe storage area after re-fuelling is completed

11.20. Working In and Around Water

11.20.1. Marine Vessels

The PC must ensure the risks associated with marine works involving the use of vessels are managed in accordance with the NSW Marine Safety (General) Act 1998 and Marine Safety (General) Regulation 2016. For all marine works involving the use of vessels, the PC must develop and maintain a Marine Works Management Plan supported by mapping of all marine work zones. The Marine Works Management Plan must be provided to Sydney Metro for review for compliance against this Standard and as a minimum, address the following:

- a) Requirements for issuing a Marine Notice (i.e. navigation warning/special event: navigation hazard/marine construction zone).
- b) Marine safety and vessel movements to reflect Port Operating Protocols (POP).
- c) Harbour master protocols regarding all marine vessel movements.
- d) Requirements for maintaining a register of all marine vessels operating.
- e) Protocols when working with biologically contaminated water.
- f) Processes for the mitigation of marine vessel accidents caused by construction activities.
- g) Marine works emergency preparedness and response – emergency assembly points.
- h) Marine vessel safety – boat safety equipment requirements.
- i) Marine safety competencies for all self-propelled and towed barge, operating marine vessels.
- j) Marine vessel inspections and protocols.
- k) Launch protocols for transfer:
 - i. transfer by marine vessel;
 - ii. small boat transfer;
 - iii. transfer from tender vessel to working barge/jack up barge; and
 - iv. personnel basket transfer.

11.20.2. Diving Work

The PC must ensure risks associated with diving works are managed in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- AS/NZS 2299.1:2007 Occupational diving operations – Standard operational practice.

In addition, the PC must ensure the following:

- a) Protocols are established for Harbour Master approvals for diving operations.
- b) A Diving Operations Manual and Dive Plan is to be developed and maintained in accordance with AS/NZS 2299.1. where SCUBA (Self-Contained Underwater Breathing Apparatus) is to be used instead of SSBA (Surface Supplied Breathing Apparatus), the Diving Contract Director must provide justification as to why SCUBA is safer to use than SSBA.
- c) SWMSs specific to the diving activity are prepared and approved by the PC prior to the commencement of any diving operation.
- d) The following training and competency requirements are addressed in Table 3: Diving Work – Minimum Training and Competency Requirements:

Table 3: Diving Work – Minimum Training and Competency Requirements

Position	Training and Competency Requirements
Dive Supervisor	<ol style="list-style-type: none"> 1. Medically fit to dive, qualified and trained diver to a level equal to or exceeding that specified in AS 2815.1, AS 2815.2, AS 2815.3 or AS 2815.4. 2. Trained in accordance with AS 2815.5. 3. Have a certificate issued by the Australian Diver Accreditation Scheme (ADAS) or an occupational diver training establishment that is a registered training organisation (RTO). 4. Experienced in the diving techniques which may be used, and in the equipment and procedures used in the diving operations to be performed. 5. Trained in the recognition and management of diving emergencies. 6. Have a current first aid certificate.
Diver and Standby Diver	<p>A diver must be medically fit to dive, qualified and trained to a level equal to or exceeding that specified in AS 2815.1, AS 2815.2, AS 2815.3 or AS 2815.4 and must have a certificate issued by:</p> <ol style="list-style-type: none"> 1. the Australian Diver Accreditation Scheme (ADAS); or 2. an occupational diver training establishment that is a RTO.
Diver's Attendant	<p>Trained in first aid and have a working knowledge of the following:</p> <ol style="list-style-type: none"> 1. The requirements of underwater work. 2. Signals in use. 3. Decompression procedures. 4. Diving plant and equipment in use, including ancillary fittings such as pressure gauges, compression and filters.

- e) All diving plant and equipment must:
 - i. Be operated, maintained and serviced in accordance with the manufacturer's instructions by a competent person.
 - ii. Not be altered, modified or changed in any way that impairs the safe operation of the equipment.
 - iii. Not be used if such plant or equipment is not in a safe working condition.

- iv. Be inspected in accordance with the manufacturer's instructions, include a list of essential pre-dive checks and this list must be provided by the PC and maintained by the PC at each location.

11.20.3. Work adjacent to or over water

The PC must develop and implement a procedure in relation to how work adjacent to or over water will be managed. The procedure must implement the following requirements:

- a) All persons working adjacent to, or over water, must wear Type 1 (Self Inflating) lifejacket/personal floatation device (PFD) at all times.
- b) Any work over water requires a minimum of two people.
- c) If there is a risk of drowning, workers must wear either a buoyancy aid or use a fall arrest system.
- d) Rescue equipment (either a boat or a lifebuoy) must be provided at all time when working near, over or adjacent to water.
- e) Wherever possible fence off access points to the marine environment. This procedure must also cover the development of stable grounds for the placement of lifting devices (e.g. cranes or excavation equipment) if this is not already covered by the management procedures of Construction Plant in such areas.

11.21. Work conducted in the vicinity of Aerodromes

Works undertaken by the PC in the vicinity of Aerodromes such as Sydney Airport must be managed in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- Civil Aviation Act 1988
- Civil Aviation Regulations 1998
- Civil Aviation Safety Authority (CASR)
- Obstacle Limitation Surface (OLS) – Advisory Circulars CASR
- Aerodrome Lighting – CASA
- Laser Advisory Circulars – CASA
- Guidance to Crane Operators on Aviation Lighting and Notification
- Airports Act 1996 and Airports (Protection of Airspace) Regulations
- Commonwealth Department of Infrastructure and Regional Development Prescribed Airspace for Sydney Airport Obstacle Limitation Surface
- Commonwealth Aviation Transport Security Act 2004 and Aviation Transport Security Regulations 2005

The PC must consider the following mitigations when conducting works in the vicinity of aerodromes:

- a) Obstacle Limitation Surface (OLS) Permits (where required) to stand and operate cranes and other construction plant (Piling Rigs, etcetera). CASA Permits and approvals may include Crane Marking – Red and White Striping on top six metres of Crane Jib.
- b) Airport Lighting Requirements (Low and High Density Lighting where required) See Lighting in the Vicinity of Aerodromes (Consultation upon lighting, both temporary and permanent to ensure compliance with regulations relating to lighting in the vicinity of aerodromes).
- c) Limitations on the type and use of construction Laser Equipment in the Vicinity of Aerodromes (Class 1 type if of the 'invisible beam' type, and Class 1 or Class 2 if emitting visible light).
- d) Dust management, control and containment (mitigation) methods from dust arising from construction and demolition works undertaken in the Vicinity of Aerodromes.

The PC must check and obtain any required authorities for airport restrictions from the airport operator.

11.22. Remote or Isolated Work

The PC must ensure procedures are developed and implemented to provide communication, rescue, medical assistance and the attendance of emergency service workers to workers associated with remote or isolated work in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Managing the Work Environment and Facilities – Code of Practice.

The procedure must provide for:

- a) The identification of the hazards to which any person could be exposed to as a result of working in isolated areas.
- b) Undertake a risk assessment of the works to determine the level of risk.
- c) Planning of work to minimise risks to all workers (including sub-contractors) SFAIRP.
- d) Effective controls for all work involving working in isolation, including:
 - i. Nature and duration of the tasks to be carried out.
 - ii. Number of personnel involved.
 - iii. Availability, ease of use and reliability of means of communication.
 - iv. Availability of assistance and the estimated response time.
 - v. Adequate information, instruction, training and supervision for people who work in isolation.

11.23. Night Work

The PC must ensure the risks associated with working at night are managed in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Managing the Work Environment and Facilities – Code of Practice
- AS/NZS 1680 – Interior lighting.

Suitable arrangements must be in place to ensure night work is carried out safely and without risk to those working, the following areas must be considered:

- a) Identification of the hazards associated with night work.
- b) Assessing the risks associated with night work.
- c) What systems will be introduced to manage the risk of night work.
- d) The controls to be implemented to reduce the risks SFAIRP.
- e) A SWMS must be developed following the risk assessment.

Area and task lighting is to be provided for all work areas and activities and the minimum illumination provided must comply with AS 1680 or those levels specified in Table 1 of the Code of Practice.

Illumination levels shall be checked regularly and after changes in site set-up. Checks shall be done using a lux meter and records maintained. Personnel who are required to transport, position, raise and lower mobile lighting towers are to be trained.

All lights including a flashing amber beacon on plant and vehicles are to be operational at all times they are working, moving or transporting around site. Designated walking routes and work areas are to be adequately lit.

11.24. Welfare Facilities

The PC must provide suitable and sufficient welfare facilities in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Managing the Work Environment and Facilities – Code of Practice.

Welfare facilities must be provided as soon as work on site commences (i.e. mobilisation phase) and until work is fully completed.

Everyone on site must have access to adequate toilet and washing facilities, a place for preparing and consuming refreshments and somewhere for storing and drying clothing and personal protective equipment. Welfare facilities are to be conveniently available to people working on the site.

Toilets need to be in close proximity to where the work is being done and washing facilities should be as close as possible to the toilets. Washing facilities also need to be close to canteens and rest rooms so that people can wash before eating.

11.25. Lock-out/Tag-out

The PC must develop Lock-out/Tag-out (LOTO) procedures to prevent injuries from unexpected energisation, activation or unintentional release of energy during initial start-up, maintenance or repair of equipment or machinery. LOTO procedures must be machine specific and consider all potential sources of hazardous energy such as gravity, electrical, mechanical, pneumatic, pressure etc. and the type and extent of isolation required.

The PC's LOTO procedures are to cover the following, as a minimum:

- a) Preparation for shutdown.
- b) Appointment of authorised persons to perform LOTO
- c) Shutdown.
- d) Isolation Permits
- e) Isolation.
- f) Applying/Removal of LOTO devices including isolation locks.
- g) De-energisation or release of stored energy.
- h) Verification.
- i) Release from lock out.
- j) Testing on energised equipment.

Isolation locks must be used to control the risk of inadvertent re-energisation. Tags used as a control alone, are not permitted.

Any person working on an isolated system must secure the isolation with their own personal lock.

A Permit is required for all works involving LOTO except simple isolation.

11.26. Permits to Work

The PC must develop and implement procedures and processes that enable it to identify all required permits (including design permits that are required for undertaking the PC's activities), and detail how and when they are to be issued.

Without limiting the above requirement, the following activities are not permitted to commence without an authorised permit:

- a) Hot Work except when conducted in a designated hot work area.
- b) Low Voltage Electrical Work.
- c) High Voltage Electrical Work.
- d) Work within "no-go zones" and "Accredited Persons Zone" associated with overhead power lines or other electrical equipment.
- e) Work in a Confined Space.
- f) Work involving the use of fall-arrest devices where used as a primary means of control (the wearing of fall arrest devices in a boom- type of EWP is excluded).

- g) Demolition involving the use of explosives, mobile cranes, or the pulling down of a building with ropes or chains.
- h) Asbestos Removal.
- i) Excavation/Ground Disturbance Work.
- j) Piling
- k) Diving Operations.
- l) Work where LOTO procedures are required.

The PC must ensure that all applicable staff sign-on and off the relevant permit when required to work in areas to which the permit applies. All permits must be available for inspection by the Principal's Representative at all times. The following minimum requirements apply to the PC's permit to work system:

- m) Permit to work issuers must be independent to the persons carrying out or supervising the work.
- n) Permit to work issuers must be competent and authorised to issue permits.
- o) Delegation of authority must be documented and provided by the PC's Project Director.
- p) The PC's permit to work system must apply to all sub-contracted works – sub-contractor's own permit-to-work systems are not allowed to be used instead of the PC's permit-to-work system.
- q) Specify checks and tests of controls prior to commencement of work covered by the permit.
- r) Specify maximum timeframes for permit to work before it must be reissued. Any re-issue or extension should be based on the criticality of the risk being controlled by the permit.

11.27. Permit to Work – Tunnelling

The PC's Permit to Work – Tunnelling activities must require the following:

- a) Defined time periods for review and length of time of permit, based on the risk posed by geological ground conditions.
- b) The attendance at permit review/approval meetings by authorised representatives of the designer and PC construction team.
- c) Permits must be signed by all attendees of the meeting and must only be issued (authorised/approved) by the specific individual nominated in writing by the Project Director.
- d) Minimum competency requirements must be defined for all participants in the permit to tunnel review/approval process, including Designer, Independent Verifier/Certifier/Geotechnical Engineers, Permit Issuer and Permit Receiver/Holder.
- e) Individuals must be specifically assessed as competent and appointed by the PC's Project Director.
- f) The nominated authorised individuals required to be involved in the permit review/approval meeting must be appointed by the PC's Project Director.

- g) The permit must identify specific trigger levels for emergency response based on ground condition movement.
- h) Management response when nominated trigger levels are exceeded must be defined in the permit to tunnel/emergency response procedure and must provide for 24/7, round-the-clock notification calls to nominated senior management within specified timeframes dependent on the trigger level exceeded.
- i) The monitoring of ground condition movement must be determined by the permit team and be subject to review as part of the permit review approval process.
- j) Metrics and KPIs must be developed and monitored by the PC.
- k) An inspection/audit regime must be developed specific to the permit to tunnel process.

11.28. Safety Signage

The PC must provide suitable and sufficient signage in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – Construction Work – Code of Practice
- SafeWork NSW – Managing the Work Environment and Facilities – Code of Practice
- AS 1319 Safety signs for the occupational environment.

The PC must install signs where necessary that:

- a) are clearly visible from outside the work place/work site;
- b) show the PC's name and telephone contact numbers (including after-hours numbers);
- c) show the Personal Protective Equipment (PPE) for the site; and
- d) show the location of the site office.

12. Rail Safety

The PC must ensure that where the PC's activities involve work in or adjacent to the Rail Corridor, the PC's PHSMP includes provision for management of rail safety, including worksite protection and general rail safety risk management, based upon (without limitation) compliance with the relevant Rail Transport Operator's Network Rules and Procedures and Safety Management System. Identification of the party who has effective control and management of the railway operations or clarifying responsibilities in circumstances where multiple parties have concurrent duties under the RNSL, is a fundamental part of this planning.

12.1. Rail Safety Risks

Determining applicable Rail Safety Work and related tasks will enable the identification and assessment of the associated rail safety risks that require management and control.

The project specific risk registers must be used to demonstrate management of rail safety risks in accordance with the section of this standard entitled [Health and Safety Risk Management](#).

12.2. Rail Safety Worker Requirements

The PC must establish and maintain Rail Safety Worker (RSW) roles and competencies.

12.2.1. Competence and Induction

When working on a rail site, or when working in a rail corridor or on assets of another Rail Transport Operator, PC employees and all their sub-contractors are required to:

- a) Hold the relevant Certificate of Competence (refer to the section of this Standard, entitled [Training and Competence](#)).
- b) Meet all Fitness for Work (refer to the section of this Standard, entitled Alcohol and Other Drugs, Fatigue Management and Health Assessment) requirements established in this Standard.
- c) Hold a Card showing completion of the relevant rail safety awareness training course as required by the Rail Transport Operator (e.g. Rail Industry Safety Induction (RISI), Rail Industry Worker (RIW), PPP PC equivalent) or an authorised RISI waiver/exemption.
- d) Undertake induction and competence training relative to the site or corridor in which the work is being carried out.

12.3. Project Work Notification

The PC must complete and submit the relevant RTO's Project Work Notification (PWN – or other equivalent document) to the Principal's Representative at least six weeks prior to the planned works, including for any works planned for a track possession. The PC must comply with the requirements of the RTO's Safety Management System (SMS) network rules and procedures and any additional requirements between Sydney Metro and the relevant RTO.

12.4. Arrangements for Track Possessions

The PC may not have exclusive access to any rail tracks or areas within the vicinity of rail tracks during a track possession. For each possession to be utilised by the PC, the PC must:

- a) conform to the requirements of the relevant RTO & its Possession Management Manuals for placing work bids into planned track possessions;
- b) coordinate the PC's activities with those sharing the track possession, including parties involved in the operation or maintenance of the rail system and other contractors;
- c) attend all possession planning meetings organized by the RTO to ensure that all works are planned, consulted & notified accordingly.

12.5. Worksite Protection

Worksite Protection, implemented by a qualified and competent Protection Officer (PO) is required for all work within the Rail Corridor that impacts or has the potential to impact the Danger Zone. Worksite Protection must be implemented in accordance with the Network Operator's Rules and Procedures.

The PC must ensure for longer term worksites within the rail corridor that every effort is taken to ensure the workgroup is protected from the Danger Zone using forms of approved Physical Separation such as Vortok Fencing or construction fencing with additional controls for warning of approaching trains, such as approved Automatic Train Warning Systems (ATWS) and Signal Key Switches should be considered when planning the works. The PC must ensure that workers and equipment do not enter the Danger Zone unless there is no other practicable option. Alternative work methods must always be considered at the planning stage.

Additional safety controls, such as approved Automatic Track Warning System (ATWS). Sydney Metro rail sites must be coordinated and managed by a single Protection Officer Level 2 to 4, as appropriate, who is responsible for the control of track occupation and train movements to and from, and within rail sites.

On all Sydney Metro rail sites Protection Officers Level 1 (PO1) can be utilised if:

- a) the rail site they are working in is controlled by a Protection Officer level 2 (PO2) or higher;
- b) the PO1 will not be utilised to work in the danger zone without supervision; or
- c) there is a qualified Protection Officer Level 4 (PO4) Rail Safeworking Coordinator assigned to the rail site.

12.5.1. Temporary Fencing and Hoardings in the Rail Corridor

Unless it can be reasonably justified through a risk assessment, the PC must ensure that construction fencing in the form of a solid barrier is used as a means to isolate the identified risks associated with carrying out work adjacent to and within the rail corridor and Danger Zone.

When used on Sydney Trains network, the placement and type of barrier to be used in these circumstances must be agreed with Sydney Trains and documented in the applicable Safety Interface Risk Register/Agreement.

Fencing on rail sites may be:

- a) a hoarding approximately two metres high (e.g. demolition site fence);
- b) jersey kerbs (which are interlocked) with metal mesh attached to the top section;
- c) other approved barrier types may be applied on site;
- d) chain link fencing.

Star pickets with plastic tape are not permitted due to the potential for damage to buried services.

Temporary fencing must be compliant with AS 4687-2007 temporary fencing and hoardings. When metal fencing or barriers are used on rail sites and corridors, Sydney Trains electrical safety rules must be applied such as insulation and bonding requirements.

Subject to Sydney Trains approval, erection of construction fencing may allow a RISI-Exempt area to be established. A [proposal](#) must be [submitted for review](#) by the PC representative prior to submission to Sydney Trains for approval

Tape and bollards should only be used as demarcation fencing where it is not reasonably practicable to use a specifically engineered fencing system (e.g. Vortok fencing).

Installation of demarcation fencing must be carried out strictly in accordance with the Network Rules and Procedures of the RTO.

12.6. Mobile Plant in the Rail Corridor

Due to the nature of risks there are particular requirements for use of plant in the rail corridor.

All mobile plant equipped with a swing arm (e.g. excavators, concrete boom pumps, boom-type EWPs, telehandlers, mobile cranes, drilling/piling rigs, etc.) which has the potential to encroach in the danger zone or overhead wiring safe approach distance, must be fitted with "fail safe" programmable motion limiting devices.

The location of the plant, danger zone and assets to be protected by the use of the limiting device must be established by the Protection Officer, Supervisor and plant operator and be communicated in the pre-work brief, worksite protection plan and/or SWMS. Limiting devices must be tested as functioning correctly as part of the operator's plant pre-start inspection checklist.

12.6.1. Road Rail Plant and Track Machines

Plant on track (i.e. road rail vehicles, track machines, trolleys) must be:

- a) used under the accreditation of a nominated Rolling Stock Operator;
- b) certified for use on Sydney Trains/Sydney Metro rail infrastructure (i.e. listed on the ASA register);
- c) used in accordance with the ASA Train Operating Conditions (TOC) Manual – refer to the ASA website for further requirements.

All self-propelled plant used on track must be equipped with:

- d) a sticker indicating current registration on the TOC manual of the RTO;
- e) two-way radio equipment;
- f) headlights and tail and marker lights;
- g) orange flashing lights or hazard warning lights;
- h) two red and two green flags;
- i) at least 12 railway track signals (detonators); and
- j) two multi-coloured hand lamps or torches

Trolleys must be fitted with a spring applied brake system that requires a positive hand action to release, and which, when released, automatically applies the brake. Self-propelled plant and trolleys must be checked prior to use and records retained. Plant used on track must not be used to convey passengers except where specifically designed seats & seat belts are fitted & the plant is listed on the ASA rail plant register.

A plant risk assessment must be supplied and must address all modifications made to the plant to allow it operate on rail, including the necessary engineering standards and certifications.

Operators of road-rail vehicles and track machines are deemed to be Rail Safety Workers for the purposes of travelling on track and must also be verified as competent to operate the plant when being used for construction/maintenance purposes. The accredited Rolling stock Operator must ensure this requirement is met.

Where an incident occurs that involves rolling stock, in addition to other reporting requirements, the incident must be reported to ASA in accordance with applicable ASA standards.

12.7. Working around Electrical Infrastructure

The rail corridor presents increased risk of injury from electrical infrastructure due to the higher number of electrical services present and the restricted space in which work has to take place. This section supplements the requirements documented in the section of this standard, entitled [Electrical Safety](#) and provides additional specific requirements for working around electrical infrastructure in and around the rail corridor.

12.7.1. Planning work around electrical infrastructure

For works conducted around electrical infrastructure in the rail corridor, the PC must ensure work is planned and conducted in accordance with the requirements of the owner of the electrical assets. For works in Sydney Trains' rail corridor, the PC must comply with the Sydney Trains Guideline (**SMS-06-GD-0268 Working Around Electrical Equipment**).

A permit to work system must be used to control risks of working around electrical infrastructure SFAIRP. The Permit to Work must ensure that key hold points are identified and applied, and that an appropriate competent authority issues the Permit.

When planning electrical work (i.e. work involving authorised electrical workers/gold card holders that involves construction or alteration of the electrical network) an authorised person (gold card holder) must:

- a) be consulted in the request for isolation submitted to the Electrical Distribution Authority (i.e. Sydney Trains);
- b) be involved in the development or review of SWMS; and
- c) participate in the walk-through inspection that is conducted with the Sydney Trains permit issuer in preparation for the work to ensure it is clear to which extent of area that is to be de-energised and that precautions are to be taken in relation to the work.

12.7.2. Work conducted around underground electrical assets

Where excavation or earth works will be required to, or might inadvertently come within three metres to RailCorp Assets in Sydney trains Rail Corridor, such as:

- a) buried power cables; or
- b) cables in ducts, galvanised steel troughing (GST), ground line troughing (GLT), or cable pits;

the Maintenance Engineer Electrical (Sydney Trains) must be contacted to provide approval before works commence.

12.8. Underground Services

Additional care must be taken when planning excavation or ground penetration in the rail corridor due to the quantity and type of services, the availability of accurate information/drawings and the presence of direct buried services, which provides no warning or protection to in-ground services from being struck and damaged during mechanical excavation.

Contact [Dial Before You Dig](#) on 1100 and the local asset owner to identify potential in-ground services and determine what minimum controls are to be implemented. Any excavation within three metres of Sydney Trains high-voltage electrical cables requires an Electrical Isolation Permit.

Competent authorised service locators should be used to identify and clearly mark out the location of buried services using technological solutions such as metal detectors, ground penetrating radar and ultrasonic tracing. The techniques to be used during service location and excavation should be determined based on a risk assessment of the location carried out in consultation with the accredited RIM. The highest risk sites include those near signal boxes, substations, section huts and level crossings.

In addition to enhanced service location techniques, potholing using Non-Destructive Digging methods must be used to expose services before any mechanical excavation commences. Where there are high risk services (e.g. high-voltage AC power supply, 1,500V DC traction supply or signal cables) a representative of the asset owner should be present to oversee excavation and ensure permit conditions are complied with.

12.8.1. Detailed Site Survey (DSS)

A Sydney Trains Services Search Request must be submitted for any work to be undertaken in the Rail Corridor. Detailed Site Survey (DSS) plans will be issued if they are available. If they are not available an Internal Services Search (ISS) will be issued. Work must not commence prior to a DSS or ISS report being received. ISS reports have a validity period of six weeks. If control is required for periods of more than six weeks a DSS should be commissioned.

12.9. Protection of Infrastructure from Damage

As part of planning works in the rail corridor all safety critical assets must be identified and appropriate protection controls put in place to minimise the risk of inadvertent damage during the works. This should be determined in consultation with the Rail Infrastructure Manager and should include use of highlighted delineation placed at points, bunting to warn of over wiring and stanchion guy wires, jersey kerbs to protect ground level troughing that is exposed to mobile plant movements, etc. These protective measures must be included in Vehicle Movement Plans or other site diagrams/drawings and communicated in SWMS and pre-work briefs.

12.10. Emergency/Incident Planning, Response and Reporting

The PC must develop plans and SWMS for works in the rail corridor which include the protocols to be followed in the event of an emergency or incident. Protocols must address the following, as a minimum:

- a) report all incidents, emergencies, hazards to the site Protection Officer in accordance with the Worksite Protection Plan;
- b) operational safety incident reporting (e.g. contact the Operations Centre/RMC of the relevant rail operator);
- c) notification to asset owners and maintainers for damage equipment or assets.
- d) notification to adjacent works, where applicable;
- e) notification to electrical network operators for an incident involving an electrical network (e.g. Sydney Trains , Ausgrid, etc);
- f) report on all emergencies and incidents in accordance with the section of this standard, entitled, [Incident Notification and Reporting](#)

A plan must also be developed for the retrieval of broken down plant to ensure potential operational delays are minimised.

13. Fitness for Work

13.1. Alcohol and Other Drugs

Sydney Metro maintains a zero tolerance approach to illegal drugs and alcohol in the workplace. The PC must develop procedures for the management of alcohol and other drugs while carrying out work for Sydney Metro. The PC must ensure risks associated with alcohol and other drugs are managed in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – How to manage WHS risks – Code of Practice
- Code for Tendering and Performance of Building Work 2016
- Rail Safety National Law

13.1.1. Definitions for Drug and Alcohol Limits

The PC must ensure all workers engaged by the PC including those employed by Sub-contractors are free of alcohol and illicit drugs when performing work.

- a) Free of alcohol means: For all Workers : 0.00% BAC.
- b) Free of Drugs means: For Illicit Drugs: Zero and below the Cut-Off Levels as prescribed in AS/NZS 4308.

13.1.2. Testing

The PC's Drug and Alcohol Procedure must include the requirement for Drug and Alcohol testing of workers at the following stages:

- a) At pre-commencement on the project.
- b) Post-incident.
- c) Random.
- d) For cause.

13.1.2.1. Incidents

A drug and alcohol testing regime must be implemented by the PC. The testing regime must be carried out by competent testing officers in accordance with:

- AS 3547:1997 Breath alcohol testing devices for personal use
- AS/NZS 4308:2008 Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine
- Rail safety National Law.

All testing must ensure a systematic process of data collection and evidence which will provide sufficient information to the regulator if required. Where testing of RSWs is undertaken, the testing officers must be approved by Sydney Metro. The testing regime must provide for both preliminary and confirmatory testing for both drugs and alcohol, including for RSWs who test non-negative, confirmation analysis by a police officer or medical practitioner.

Where rail safety work is being carried out under the accreditation of Sydney Metro, the PC must allow Sydney Metro authorised Testing Officers access to worksites without notice, to conduct random and post-incident alcohol and other drug testing.

Where active construction work is being carried out, the PC must undertake daily testing for the presence of alcohol at the start of the each shift. The quantity, selection and method for testing must be determined by the PC and documented in their drug and alcohol testing procedure. The PC must report test results to Sydney Metro as part of their monthly safety obligations and Sydney Metro incident reporting requirements.

13.1.3. Employee Assistance

The PC's alcohol and other drugs procedures must provide for employee assistance and disciplinary procedures that are at least equal to or, if the PC chooses, more severe than those outlined in the **TfNSW Managing Conduct and Discipline Policy** (available upon request).

13.1.4. Notification

The PC must report positive or non-negative tests to Sydney Metro in accordance with the section of this Standard entitled [Incident Notification and Reporting](#).

13.2. Fatigue Management

The PC must have procedures and systems that demonstrate how it will manage fatigue in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- RSNL
- HVNL (NSW) and Regulations
- Safe Work Australia – Guide for Managing the Risk of Fatigue at Work
- Applicable ONRSR guidance material.

Except where approved by the Principal's Representative, the PC must use a Sydney Metro approved electronic system to manage hours worked by RSWs and those identified in safety critical roles. Reports on fatigue management must be provided to the Sydney Metro on request.

13.2.1. Fatigue Minimisation Controls for Rail Safety Workers

Where rail safety work is being undertaken under Sydney Metro's RIM accreditation, the PC must apply the following fatigue minimisation controls to RSWs who may, in the normal course of their duties, be required to work extended hours on site (i.e. not office workers):

- a) Except in a declared incident, no more than 12 hours will be worked at a time not including travel time to and from work.
- b) In a declared incident, work can be performed up to a maximum of 16 hours at a time, providing workers are not required to drive a motor vehicle or operate heavy plant or equipment between the 13th and 16th hour.
- c) Rest periods must ensure 11 hours rest away from work.
- d) Maximum number of work days must not exceed 12 work days within 14 consecutive days.
- e) Minimise to:
 - i. five consecutive occasions where eight hours are worked at night (i.e. wholly during the period between 18.00/6pm and 06.00/6am); or
 - ii. four consecutive occasions where 10 hours are worked at night; or
 - iii. three consecutive occasions where 12 hours are worked at night; without a 48-hour rest break.
- f) Ensure workers receive a minimum of 48 consecutive hours free of work in a 14-day period.
- g) Have the capacity to replace or relieve workers where unplanned or unavoidable extended hours have created a risk to workers health and safety.

For RSWs who are office-based (not on site) or not engaged in extended work hours (such as a rail possession or a declared incident requiring work outside normal office hours) the following controls apply when undertaking rail safety work:

- h) No more than 12 hours work at a time.
- i) Workers must be ensured of 11 hours rest away from work.
- j) Ensure workers receive a minimum of 48 consecutive hours free of work in a 14-day period.

In all situations where extended hours are required, the PC must consider all practicable solutions to reduce the fatigue risks through a Risk Assessment, which is to be reviewed with the PC's representative

13.2.2. Fatigue minimisation for other safety critical roles

The PC must identify other safety critical roles for the purposes of managing fatigue and ensure clear requirements are established for the management of hours worked and rest between shifts for those identified safety critical roles.

Safety critical roles must be determined based on the potential exposure to the public and/or multiple worker fatalities caused by impairment due to fatigue of the safety critical worker. Examples may include Heavy Vehicle drivers, heavy plant operators, crane operators, divers, and/or high voltage electrical workers.

13.3. Health Assessment

The PC must have a documented procedure for Health Assessment requirements for workers prior to commencement on the project and/or pre-employment. The Health Assessment procedures must address all workers including RSWs.

13.3.1. Health Assessment for Rail Safety Workers

The PC's must develop a documented Health Assessment program in accordance with the requirements of the National Standard for Health Assessment of Rail Safety Workers. Health assessments for RSWs must be undertaken by an Authorised Health Professional.

14. Personal Protective Equipment (PPE)

The PC must ensure that the provision of PPE is managed in accordance with:

- The WHS Act 2011 and WHS Regulation 2017
- AS/NZS 2210 Safety, protective and occupational footwear
- AS/NZS 1801 Occupational protective helmets
- AS 1337 Eye protection for industrial applications
- AS/NZS 2161 Occupational protective gloves
- AS 1715 Selection, use and maintenance of respiratory protective equipment
- AS 1270 Acoustics Hearing protectors
- AS/NZS 4602 High visibility safety garments – Garments for high risk.

The PC is to ensure that workers wear the appropriate PPE suitable to the nature of the work and potential hazard/s associated with the work. For all construction work within the rail corridor, this must include:

- a) High-visibility orange clothing (including high-visibility vest or shirt, and wet weather/winter upper body apparel) compliant with AS/NZS 4602.
- b) Lace up, ankle length, steel capped safety footwear (elastic sided boots are not permitted on site) compliant with AS/NZS 2210.
- c) A safety helmet compliant with AS/NZS 1801 and appropriate to the environment in which they work or enter.
- d) Safety eye wear and/or face protection which is appropriate to the task and environment. Eyewear must be compliant to AS 1337.
- e) Full sleeved shirts (shoulders covered and sleeves buttoned) with collars.
- f) Long trousers.

Full fingered gloves suitable to the task and compliant to AS/NZS 2161 must be worn while persons are carrying out construction work. Where persons are not carrying out work (e.g. managers, visitors, etc.), gloves must be readily available (i.e. carried on a clip). The PC is to ensure that worksite WHS inspections conducted by management include an assessment of compliance with PPE requirements and the condition of PPE in use. The PC must make available clean, serviceable PPE for the use by visitors.

15. Security Management

Prior to commencing work on site the PC must, as part of the Project Risk Assessment identify security threats (hazards), and develop security risk controls in consultation with Sydney Metro's security advisors and NSW Police. The outcomes of the security risk assessment must be recorded in the project health and safety risk register or a specific security risk register. For more information Sydney Metro's Critical Infrastructure Security and Resilience Framework (SM-18-00009754) and Project Security Standard (SM PS-ST-215) should be requested from the Principals Representative.

The PC must prepare a Security Management Plan based on the risks recorded in the project health and safety/security risk register. The plan must ensure all foreseeable security threats to the project or the public potentially impacted through the Sydney Metro Project are managed. The Security Management Plan must, as a minimum:

- a) Define the requirements for control of access to construction sites and office, including prevention of theft and unauthorised access such as graffiti artists and trespassers.
- b) Identify passive measures designed in accordance with CPTED principles to mitigate potential terrorist threats.
- c) State how people will be informed about their requirements and responsibilities and trained in their security control processes.
- d) Ensure all security breaches, security incidents, threats or suspicious activity are reported immediately to Sydney Metro according to the requirements of Incident reporting and investigation.
- e) Be reviewed at least annually and when there is an increase in the National Alert Level.
- f) Communicate any changes in security processes or alert status to Sydney Metro and PC personnel.
- g) Address use of CCTV and other surveillance technology including impacts to existing CCTV from construction activities.

In addition, the PC must ensure the following site security arrangements are implemented as a minimum:

- h) All construction sites are fully hoarded with a secure fence or barrier around the boundary and/or perimeter. Hoarding designed and constructed by the PC must be certified by a competent engineer against the potential risk of failure and collapse
- i) Standardised signs warning of the dangers of construction sites and prohibiting unauthorised access are to be clearly displayed as a minimum around the site perimeter.
- j) The number of access routes must be kept to a minimum and a gate or barrier should be provided to enable security officers to control the flow of traffic and be able to secure the site/office/compound during non-working hours.
- k) Except where exempted by the Principal's Representative in writing, the PC must use a suitable access control system) to control access and egress of workers to/from site and ensure that this is implemented consistently across site locations.
- l) Sufficient lighting is to be installed to ensure adequate illumination of the site.
- m) A log of security incidents and visitors including deliveries to site is to be maintained and submitted to Sydney Metro upon request.
- n) The entry of vehicles and plant is to be controlled by issuing an authorised vehicle pass which is to be displayed in the front windscreen/dashboard. Vehicles without an authorised vehicle pass are to be issued a temporary pass; these are to be returned on leaving the site or premises. Security staff should direct visitors to designated car parks and observe compliance with site safety rules.
- o) Appointment of a competent and qualified Security Manager or Supervisor who will control and manage the security function on behalf of the PC.

- p) When determining the requirement for manning levels of security staff, the following must be taken into account, as a minimum:
- i. size and geographical location of the site;
 - ii. design and layout (e.g. single or multi-level);
 - iii. length of boundaries, perimeter protection, hoardings;
 - iv. security of boundaries and ease of access;
 - v. number of workers on site a different times;
 - vi. access points for workers and deliveries;
 - vii. location of secure compounds;
 - viii. emergency procedures for evacuation of personnel; and
 - ix. working hours for security officers and the provision of breaks and rest periods.
- q) Only trained security personnel must be used as members of the security team. Security personnel are to be identifiable by wearing a uniform and ID security badges. Security staff must be able to liaise with police and emergency services as required.
- r) Suitable accommodation is to be provided to security personnel including the provision of air conditioning in security huts and access to toilets and washing facilities.

16. Interface Management

The PC must have an interface management plan (applicable to the WHS Act 2011, WHS Regulation 2017 and RSNL), and must develop a process for managing safety interfaces in consultation with Sydney Metro that contains, as a minimum:

- a) The process for identifying and managing safety interfaces in accordance with the RSNL.
- b) The process for identifying and managing construction safety interfaces.
- c) The process for development of safety interface Risk Registers, including:
 - i. risk workshops;
 - ii. competency of facilitator and attendees (including participation of Sydney Metro and other interface parties);
 - iii. use of the Sydney Metro Risk Matrix for Rail Safety Interfaces;
 - iv. allocation of responsibility for controls; and
 - v. monitoring and review of interface risk registers.
- d) The process for coordinating regular safety interface meetings, managing disputes and transfer of Residual Risks following handover.

17. Management of Change

The PC must develop and implement a Management of Change (MOC) procedure in accordance with the requirements of the Office of the National Rail Safety Regulator (ONRSR) document Preparation of a Rail Safety Management System Guideline. The procedure must provide a process for:

- a) Identifying what changes need to be assessed for safety impact.
- b) Classification of impacts of changes based on risk.
- c) Subsequent management of impacts based on the rating, where the highest rated safety changes require more rigorous processes.
- d) Ensuring the changes are approved by an authorised person.

18. Configuration Control Board

All asset configuration changes must be managed in accordance with the applicable Sydney Metro's Configuration Management Plans (latest revisions of SM EM-ST-213 and SM EM-ST-214) and submissions are to be presented to the Asset Standards Authority (ASA) approved Configuration Control Committees/Boards, as applicable to each configuration management gate.

Submissions to the Configuration Management and Asset Assurance Committee (CMAAC) must be completed in accordance with the latest requirements published by CMAAC.

Submissions to the Sydney Metro Configuration Control Board (CCB) and Sydney Metro Sub-Configuration Control Board (Sub-CCB) are to be in accordance with the latest revisions of:

- SM EM-FT-411 Configuration Change Request Form (Sydney Metro CCB).
- SM EM-FT-413 Configuration Change Request Form (Sydney Metro Sub-CCB).

Submissions to the Sydney Metro CCBs and Sub-CCBs are to be approved and signed by the nominated Sydney Metro Configuration Change Manager (CCM) to enable submission to the CCB, at least six business days prior to the scheduled CCB Meeting. The PC must attend the CMAAC/CCB meetings as directed by the CCM.

19. Asset Management

The PC must develop an Asset Management Plan that ensures that the railway, including permanent and, where applicable temporary works, will be operated safely. The Asset Management Plan must be developed in compliance with all relevant safety legislation including the WHS Act 2011, WHS Regulation 2017, Rail Safety National Law, Australian Standards, Codes of Practice and the requirements of the Asset Standards Authority (ASA). The Asset Management Plan must be approved by the Principal's Representative.

20. Safety in Procurement

The PC must have processes that address the following:

- a) Identifying risks that could be introduced through the procurement process, inclusive of plant, hazardous chemicals, service providers (i.e. Sub-contractors).
- b) Development of specifications.
- c) Selection of suppliers based on performance, including alignment to the values of Sydney Metro and the PC.
- d) Appropriate processes for checking conformance to specifications and requirements prior to commencement/acceptance/use.
- e) Inspection, testing and monitoring by the PC of the service provider/item.

20.1. Sub-contractor Safety Management Plan

Where a Sub-contractor is engaged, the PC must ensure that the Sub-contractor develops a safety management plan and associated documentation in accordance with the PC's PHSM. Where a Sub-contractor amends its safety management plan and/or SWMS, the PC must ensure that the Sub-contractor provides it with copies of the amended safety management plan or SWMS (as applicable) before work associated with the amendments commences. Where the PC amends its PHSM, the PC must provide to its Sub-contractors any relevant sections of the amended PHSM. The Sub contractor must undertake a review and revision of its safety management plan when operational changes occur during the PC's Works, as directed by the PC or otherwise in accordance with the frequency specified in the Plan.

20.2. Control of Sub-contractors

The PC must undertake appropriate monitoring of every Sub-contractor's work to ensure that the specified WHS system requirements are effectively implemented and all the activities undertaken by Sub-contractors are carried out without risk. For sub-contracted work, the PC must document in the PC's PHSM the processes that the PC's will implement to ensure Sub-contractor compliance, including details of:

- a) The duties of each Sub-contractor in order to ensure Sub-contractors comply with the WHS Act, RSNL, HVNL (NSW) and Regulations and other applicable legislation.
- b) How the PC will retain responsibility for the management of site safety issues.
- c) The PC's surveillance program to monitor and document the effectiveness of each Sub-contractor's safety management plan and SWMS.
- d) The actions the PC will take in the event that the Sub-contractor is found not to be working to the requirements of the PC's PHSM or Sub-contractor's safety management plan and SWMS.

21. Systems Engineering and RAM

21.1. Systems Engineering

The PC must carry out all engineering design work in relation to Sydney Metro in accordance with ISO/IEC/IEEE 15288:2015 Systems and software engineering – System life cycle processes.

The PC must establish a staged design process in accordance with the requirements of each contract. This must manage development of design solutions for Sydney Metro in a controlled manner that provides progressive assurance of the 'As-built asset'.

The following activities must be carried out for all contracts:

- a) Design checking: All design outputs must be checked by competent engineers.
- b) Verification: All PCs must ensure appropriate verification takes place at the relevant design and construction stage.
- c) Validation: All PCs must ensure that appropriate validation takes place to confirm that the final products delivered meet the intended purpose.

Verification and validation activities must be specifically applied to Requirements as well as being integral to the normal design process.

21.2. Reliability, Availability and Maintainability (RAM)

The PC must follow the Reliability, Availability and Maintainability RAM management process as outlined in EN 50126:1999 Railway Applications – The Specification and Demonstration of Reliability, Availability, Maintainability and Safety (RAMS).

22. System Safety Assurance

The PC must carry out System Safety Assurance activities in accordance with CENELEC standards (EN50126/8/9) and the Asset Standards Authority's T MU MD 20001 ST System Safety Standard for New or Altered Assets. As a minimum the PC must undertake the following:

- a) Produce a Safety Assurance Plan (SAP) that forms an integral part of the Sydney Metro systems engineering life cycle and which aligns with the Sydney Metro Configuration Control gateway process. The SAP must be developed in consideration of and consistent with the Sydney Metro program level SAP. An initial draft SAP must be provided within 30 days of contract award for review by the Principal's Representative.
- b) All SAPs must be maintained and updated as appropriate through the life of the Contract. The SAPs must be reviewed and updated regularly at a minimum of annual intervals and at the start of each life cycle phase, and updates issued to the Principal's Representative.
- c) Develop a Goal Structuring Notation (GSN) that is incorporated into the SAP that defines the project safety argument and aligns to the overarching Sydney Metro Program GSN.

- d) Develop a System Definition based on the proposed operational concepts that defines the systems and their components, boundaries and interfaces (including interactions with other systems or the environment), intended functions and novelty features, working environment and modes of operation (normal, degraded, emergency).
- e) Conduct Preliminary Hazard Analysis (PHA) and reporting. PHA is an initial list of potential hazards that impact operation and maintenance of the railway, including normal, degraded and emergency modes of operation and maintenance.
NOTE: All affected stakeholders, including O&M, shall be engaged as part of the PHA.
- f) Following the PHA, develop a Project Safety Hazard Log (PSHL) in accordance with the Sydney Metro template provided in Appendix G: Project Safety Hazard Log Template.
NOTE: The PHA and PSHL are in addition to the requirements under the section of this Standard entitled Project Level Risk Assessment. Residual risks shall be converted in a format consistent with the end user's criteria.
- g) Conduct Detailed Hazard Analysis and reporting following PHA, for those areas requiring detailed examination including subsystem, interface and operating and support analysis. The outputs from the hazard analysis must be incorporated into the PSHL.
NOTE: All affected stakeholders, including O&M, shall be engaged as part of the Detailed Hazard Analysis.
- h) Develop an Assumptions, Dependencies, and Constraints (ADC) Register in support of the hazard analysis. The ADC register may form part of the PSHL.
- i) Manage safety requirements through the Sydney Metro systems engineering life cycle phases to ensure that requirements are realised in the final asset delivery. Safety requirements shall include derived safety requirements generated from risk controls in the PSHL.
- j) Develop Safety Assurance Reports/Safety Assurance Statements (SAR/SAS) at the end of each Sydney Metro project life cycle phase (i.e. Detailed Design, Construction and Commissioning), consistent with the concept of progressive assurance.

The Safety Assurance documentation must be developed in conjunction with the requirements for AEO as defined under Sydney Metro's Configuration Management Plans listed in the section entitled [Configuration Control Board](#).

22.1. Independent Safety Assessment

Where Sydney Metro appoints an Independent Safety Assessor (ISA) the PC must:

- a) Attend all requested meetings, inspections, audits and reviews undertaken by the ISA.
- b) Respond to comments, queries, recommendations and information requests to the satisfaction to the ISA and/or Sydney Metro.
- c) Make available all of its workers and documentation upon request of the ISA.

23. Human Factors

The PC must carry out Human Factors activities in accordance with Asset Standards Authority (ASA) documents:

- T HR HF 00001 ST Human Factors Integration – Rolling Stock
- T MU HF 00001 ST Human Factors Integration – General Requirements

As a minimum the PC must undertake the following:

- a) Ensure that its Safety Assurance Plan addresses the application of Human Factors through the Risk Management process.
- b) Appoint or engage a competent and qualified Human Factors specialist where the project works identify a significant Human Factors component.
- c) Ensure that Human Factors issues are appropriately managed under the Project Safety Hazard Log (PSHL) or equivalent Human Factors register.
- d) Ensure Human Factors outcomes are appropriately documented as part of Safety Assurance Reports/Statements.
- e) Involve Human Factors analysis in significant incident investigations.

24. Incident, Emergency and Crisis Management

The PC must develop management plans that address incidents and emergencies and that are aligned with Sydney Metro's emergency and crisis management plans and procedures. The PC must submit draft plans to Sydney Metro for review 15 days prior to site establishment.

24.1. Minimum Requirements for Management Plans

The PC's Management Plans in relation to Incident, Emergency and Crisis Management must as a minimum, contain the following:

- a) Identification of the causes of potential emergency or crisis situations.
- b) Emergency organisation, responsibilities, and emergency evacuation response and rescue arrangements.
- c) A list of key personnel with contact details, including all-hours telephone numbers.
- d) Details of emergency and other relevant services (including ambulance, fire brigade, spill clean-up services).
- e) Communications strategy (internal and external).
- f) Details of where information on hazardous materials is kept, including each material's potential impact to personnel upon exposure and measures to be taken in the event of accidental release.
- g) How First Aid is to be administered on the construction site.

24.2. First Aid Requirements

The PC must develop and implement a procedure for managing the provision of first aid for the PC's activities in accordance with the

- The WHS Act 2011 and WHS Regulation 2017
- SafeWork NSW – First Aid in the Workplace – Code of Practice
- SafeWork NSW – How to manage WHS risks – Code of Practice
- SafeWork NSW – Managing risks of hazardous chemicals in the workplace – Code of Practice
- Safe Work Australia's Understanding the SDS fact sheet.

In addition, the PC must:

- a) Provide Nurse Call stations or equivalent to ensure a quick response to an incident requiring first aid assistance. The number of stations will be determined in accordance with the PC's Emergency and Crisis Management Plan which will also determine whether SMS and pager notifications are to be incorporated.
- b) Provide an Automated External Defibrillator at each major first aid location and ensure all persons are informed of its location.
- c) Identify and nominate a local medical practitioner equipped to provide appropriate return to work advice based on the Contractor's own return to work programs.

24.3. Site Emergency Coordinators

The PC must ensure a competent designated Site Emergency Coordinator (Chief Warden) for each site. Responsibilities must be documented.

24.4. Simulated Emergency Exercises

PC emergency response plans must be tested to ensure that the plan is suitable to provide an effective and efficient response to reasonably foreseeable emergencies and to ensure employees and contractors are competent to undertake their emergency functions. A program of tests must be developed and implemented by the PC.

25. Incident Reporting & Investigation

PC Incident Reporting and Investigation processes and procedures must be documented in the PC's PHSMP. The PC must use Sydney Metro's approved Incident Reporting and Investigation Database.

25.1. Incident Notification and Reporting

Within two hours of incident occurrence, a notification (e.g. text message) must be sent by the PC to the nominated Sydney Metro contact point that specifies the date and time of the incident, geographic location, known facts about the incident that will enable appropriate decisions about escalation and or reporting to regulators, potential consequences and whether further information will be provided.

Where an incident is or has the potential to escalate to a Significant Incident or crisis, an immediate phone call must be made by the PC to the Sydney Metro Principal's Representative and/or Safety Manager.

Within 24 hours, a written notification must be provided by the PC to Sydney Metro, confirming details of the incident, using Sydney Metro's approved Incident Reporting and Investigation Database. For Significant Incidents, additional information must be provided by the PC to the Sydney Metro upon request, including, but not limited to witness statements, interim investigation details, safe work method statements pre-start briefs, etc.

25.1.1. Notification to Regulators

The PC is responsible for notifying SafeWork NSW in accordance with WHS Act 2011 and WHS Regulation 2017. Under the RSNL, Sydney Metro is responsible for notifying ONRSR of notifiable occurrences that occur in relation to railway operations undertaken under Sydney Metro's accreditation; as such the PC must provide Sydney Metro with the incident details within incident notification timeframes outlined above.

25.2. Incident Investigation

The PC must:

- a) Develop and implement processes and procedures for the investigation of all health and safety incidents or near misses. These processes and procedures must be documented in the PC's PHSMP, including the following:
 - i. Timings for investigations.
 - ii. Levels of investigations to be undertaken.
 - iii. Composition of investigation teams.
 - iv. Qualifications and experience of investigation team members.
 - v. Investigation report preparation and submission.
 - vi. Personnel responsible for implementing actions and controls to prevent a recurrence of incidents and near misses.

- b) Ensure the Lead Investigator for all Incidents has completed ICAM Lead Investigator Training or Equivalent (e.g. Taproot, 5 Whys, etc.).
 - c) Apply a recognised incident investigation methodology to all investigations.
 - d) Ensure reports include basic investigation information requirements, and information is entered into Sydney Metro's approved Incident Reporting and Investigation Database in accordance with training and instruction provided by Sydney Metro.
 - e) Following Significant Incidents ensure attendance by the PC's Project Director at meetings to determine investigation Terms of Reference.
 - f) Determine the root cause of the incident or near miss and the actions and controls that are required to prevent a recurrence of the incident or near miss.
 - g) Progressively record the results of all investigations that it undertakes.
 - h) For Significant Incidents (Actual or Potential Consequence of C1-C3 or where determined by the PC, Safety), the PC's Project Director must attend a meeting and present preliminary findings and corrective actions within two weeks of incident occurrence.
 - i) Attach any statutory notification forms, statutory notices and notice of any fines received in relation to the incident or near miss to the interim investigation report.
 - j) For Significant Incidents, the PC's Project Director must attend a meeting to present the final investigation report, corrective and preventive actions, and lessons learnt for dissemination across Sydney Metro.
- The Principal's Representative may also participate in any investigation being undertaken by the PC or initiate its own investigation.
- k) If the Principal's Representative initiates its own investigation.
 - l) The PC must provide the Principal's Representative with all assistance required for the purposes of the investigation.
 - m) The PC must attend a meeting where the PR presents the final investigation report.
 - n) The Principal's Representative is to provide a copy of the Investigation report.
 - o) The PC is to close out the corrective and preventative actions in Sydney Metro's approved Incident Reporting and Investigation Database.

25.2.1. Submitting Investigation Reports

The PC must submit major investigation reports to the Principal's Representative in draft form for review prior to finalisation. All (minor and major) investigations reports must be issued to the Principal's Representative within 28 business days of the occurrence of the relevant incident or near miss.

25.2.2. Corrective and Preventive Action

The PC must ensure contributory factors identified in the investigation have corrective and preventative actions developed. These must be managed in accordance with the PC's Corrective & Preventive Action Procedures. These must be developed in accordance with applicable legislation (e.g. demonstrate the application of the hierarchy of controls and SFAIRP principle).

26. Corrective Action Management

The PC must develop procedures in its PHSM for the management of Corrective and Preventative Actions. These must identify a time frame for closure, nominated person responsible for implementing and monitoring, monitoring requirements to ensure closure (e.g. periodic review of corrective action register), and monitoring for effectiveness of controls (i.e. for actions arising from Significant Incidents).

PC Corrective Action Procedures must address the following triggers for corrective action:

- a) Audit.
- b) Inspections.
- c) Task Observations.
- d) Risk Assessment.
- e) Incident Investigation.
- f) Management Review.
- g) Lessons Learned/Safety Alerts

27. Injury Management and Return to Work

The PC must develop and implement Injury Management and Return to Work processes in accordance with the:

- Workers Compensation Act 1987
- Workplace Injury Management and Workers Compensation Act 1998
- Workers Compensation Regulation 2010
- SafeWork NSW – Return to Work Programs
- Safety, Rehabilitation and Compensation Act 1988.

28. Monitoring, Inspections and Audits

28.1. Inspections

The PC must develop a procedure for conducting regular health and safety inspections across all of its sites to assess compliance with legislation, conformance to this standard and identify safe/unsafe acts, conditions and behaviours. Health and safety inspections must be prioritised based on the level of risk associated with the work, task, activity, exposure to the public, etc. For instance, the inspections of temporary works in public areas (e.g. scaffolding, hoarding, fencing, safety barriers, etc.) may need to be carried out at a higher frequency than the minimum timeframes specified in Australian Standards. The PC must develop a register of inspections incorporating scheduled frequencies, standards, and competencies required for undertaking inspections as a minimum.

The PC's procedure for conducting regular health and safety inspections must include the requirement to analyse inspection findings/results and identify any positive or negative trends. Where negative trends are identified, improvement plans must be developed by the PC to outline how the PC will prevent further negative trends.

The PC must allow Sydney Metro to carry out surveillance inspections at any time. Access must be provided to workplaces, people and supporting documentation to enable the conduct of the surveillance inspection. In carrying out surveillance inspections, Sydney Metro will comply with induction and Risk Management requirements of the PC. 'In the event of issues identified on site, a hazard report detailing the issues is to be completed by the surveillance inspector and these will be communicated and given to the PC's site management representative for actioning and recorded appropriately for monitoring of closure.

28.2. Audits

The PC must:

- a) Allow the Principal's Representative to conduct an audit following the provision of a minimum five days' notice on any or all aspects of the PC's PHSMP.
- b) Make available all resources including documentation and personnel to support these audits as well as make suitable facilities available at the construction site to accommodate an audit team.
- c) Make available all relevant information and records, including those of sub-contractors and suppliers for the purposes of an audit.
- d) Provide all reasonable assistance to the Principal Representative's nominated audit team.
- e) Develop in its PHSMP, procedures for the conduct of its own audit program.
- f) Perform safety and health audits in accordance with its own procedures and make these available to the Principal's Representative as required.
- g) Participate in Sydney Metro's Compliance Working Group (CWG).

28.3. Compliance Working Group (CWG)

For each major delivery contract a CWG or equivalent will be established to oversee the audit and compliance activities for the delivery of the contract. The CWG consists of personnel from the PC, Independent Certifier and Sydney Metro. The operation of the CWG is defined in the Terms of Reference established for each contract. The CWG will establish a Contract Assurance Framework that has been developed to identify areas that warrant a formal audit process to be carried out. The CWG will determine where audits are required for any element of the delivery of the project, and who will undertake the audit.

Audits may be undertaken by the PC, Independent Certifier, Independent Safety Advisor or Sydney Metro. The scope of the audit is agreed through the CWG meetings, which are generally held monthly. The nominated auditors must be agreed through the CWG process.

29. Related Documents and References

Related Documents and References

Refer to [Appendix H: References and Related Documents](#)

30. Superseded Documents

Superseded Documents

There are no documents superseded as a result of this document.

Appendix A: Operational Readiness Review Checklist

Action No.	Action Description	Responsibility	Purpose	Scope/Method	Activity Complete	Further Action Required	Status
1	Verify an agreed Health and Safety Organisational chart is in place	PC	To ensure Company Officers & Health and Safety roles have been identified and responsibilities and accountabilities are agreed and understood and provision has been made for contingency coverage	Organisational chart is in place and roles/responsibilities are detailed, and Health and Safety coverage is maintained			
2	SM approved PHSM and any specific management plans associated with the scope of works	PC	To verify the PC Health and Safety requirements within PHSM and management plans comply with Legislative and SM requirements	PHSM and associated plans reviewed by SM Health and Safety Group			
3	SM approved PC OHHWMP	PC	To verify PC Health, Hygiene and Wellbeing requirements comply with Legislative and SM requirements	OHHWMP review by SM Health and Safety Group			
4	SM accepted Level 1 Health Risk Assessment, with Significant Risks transferred to the Health and Safety Risk Register	PC	To verify PC Health, Hygiene and Wellbeing requirements comply with Legislative and SM requirements	Risk Register review by SM Health and Safety Group			
5	SM accepted Exposure Control Plans for Significant Risks as identified in the Level 1 Health Risk Assessment	PC	To verify this includes the Respiratory Protection Programme and Hearing Conservation Programme as applicable where respirators and/or hearing protection are proposed for use	Exposure Plan review by SM Health and Safety Group			
6	SM approved PC CoR Management Plan	PC	To verify PC CoR requirements comply with Legislative and SM requirements	CoR Management Plan review by SM Health and Safety Group			
7	SM approved PC Crisis Management Plan	PC	To verify the Crisis Management Plan is compliant with Legislative and SM Requirements	Crisis Management Plan review by Sydney Metro			
8	Provision of PC Site Security Management Plan	PC	To ensure all site security risks have been identified and adequate processes and controls are in place	Review of the PC Site Security Management Plan by SM Health and Safety Group			
9	Provision of site access requirements	PC SM	To provide SM with the requirements set by the PC that align with SM requirements for site access	Verification of site access requirements by SM Health and Safety team			

Sydney Metro – Integrated Management System (IMS)

(Uncontrolled when printed)

Action No.	Action Description	Responsibility	Purpose	Scope/Method	Activity Complete	Further Action Required	Status
10	PC to provide SM with process for equipment inspections and plant and equipment inspections	PC	To comply with regulatory and SM requirements	Verify Plant and Equipment inspection processes SM Health and Safety team			
11	Provisional list of site plant and equipment register	PC	To comply with regulatory and SM requirements	Verification of plant and equipment register			
12	Provisional list of site light vehicle register	PC	To comply with regulatory and SM requirements	Verification of light vehicle register			
13	Provision of list of Hazardous Materials/Chemicals register	PC	To ensure Materials/Chemicals are approved to enter site and appropriate information and storage requirements are in place	Review provision of hazardous materials/chemicals register			
14	Provision and keep a site-specific Asbestos Removal Control Plan (ARCP) until such asbestos removal work to which it relates is completed.	PC	To ensure Asbestos Removal Control Plan has been approved by the PC's COH at least 48-hours prior to removal of asbestos	Review provision of Asbestos Removal Control			
15	Provision of list of Primary Emergency Response Equipment	PC	To ensure specific Crisis Management that covers all foreseeable scenarios and meets all SM requirements have been identified	Review PC list of Emergency Response Equipment against scope of work and all foreseeable risks			
16	Provision of PC implementation process, to ensure fitness for work requirements and provision of employee assistance are met	PC	To ensure compliance with SM Fitness for Work requirements	Review of PC Fitness for Work process for mobilisation and PHSMP			
17	Provision of PC injury and return to work plan	PC	To ensure PC has in place the required process and resources to manage injuries and illness both on and off the worksite	Review of the PC I&RTW Plan by Sydney Metro Health and Safety Group			
18	Review of the PC's <i>Risk Register</i> by Sydney Metro	PC	To ensure all applicable risks and hazards associated with the PC's scope of works has been identified by the PC, prior to the workshop and appropriate controls have been identified	Review by SM to ensure that <i>Risk Register</i> covers foreseeable hazards, risks and controls. Including procedures used to identify them are compliant with SM requirements.			
19	Review of key personnel who attended and participated in <i>Risk Register</i> workshops	PC	To ensure appropriate and competent personnel have had the required input into the <i>Risk Register</i>	SM to review attendees list against personnel identified in the Terms of Reference			

(Uncontrolled when printed)

Action No.	Action Description	Responsibility	Purpose	Scope/Method	Activity Complete	Further Action Required	Status
20	Close out of uncontrolled Health and Safety risks that are 'Critical' or 'Catastrophic'	PC	To ensure project specific hazards are managed to ALARP	Formal verification of close out of 'Critical' or 'Catastrophic'. In accordance with SM Risk Assessment and Control requirements			
21	Review Health and Safety Risk Register Actions that are unable to be closed out prior to scheduled mobilisation date and enter action into the Project Manager's Action Plan for post-mobilisation completion	PC SM	To ensure the PC's site Health and Safety Manager is aware <i>Risk Register</i> actions are not closed out and agrees for transfer of close out to site	Transmittal of register of actions not closed out by risk workshop facilitator for inclusion in action plan			
22	SM to provide PC with Health and Safety performance reporting requirements	SM	To provide ensure weekly and monthly Health and Safety reporting requirements for the PC are understood prior to mobilisation date are understood	Provision of SM Health and Safety reporting requirements			
23	Provision of the PC site specific induction presentation	PC	To provide SM with the assurance that the PC personnel are provided with specific information related to the project and can safely carry out work	PC to provide SM with their site specific Health and Safety Induction presentation for review against SM requirements prior to pre- mobilisation kick off meeting			
24	Provision of PCs training needs analysis and competence systems and procedures are in place	PC	To ensure the PC has identified all competency requirements for all roles. The TNA must also identify all RSW and safety critical roles.	Verify by review of prepared training plan which outlines the activities to be implemented, timeline and target audience to ensure compliance with SM requirements			
25	Conduct a Health and Safety pre-start workshop between SM and PC	PC SM	To ensure all parties are aligned and have a clear understanding of the strategies/initiatives to be implemented to ensure an incident free project	Conduct workshop focusing on how all parties are to achieve the best Health and Safety outcomes			
26	Provision of dangerous goods licence, if required	PC	To provide evidence compliance with regulatory requirements have been achieved	Provision of Dangerous Goods Licence			
27	Provision of PC proposed strategy for alignment of Sub-contractors to achieve Health and Safety goals	PC	To provide SM with assurance that Sub-contractors are provided with all relevant project documentation and are effectively managed by the PC	PC to provide list of Sub-contractors at pre-mobilisation kick off meeting and ensure attendance of relevant parties during risk workshops			
28	Pre-mobilisation kick off meeting	SM	To verify the PC has all the Health and Safety requirements in place and is compliant to mobilise to site	Verify through sign off of all line items in the this verification plan			

Appendix B: Health & Safety Performance Index (HSPI)³

Sydney Metro Health and Safety Performance Index				Rev. 1	Metric Owner
1	Visible Leadership			Evidence	PC
Description	Leadership inspection or tour carried out by Senior Management from the Company. This includes: <ul style="list-style-type: none">Operations Manager/Regional DirectorsGeneral Manager or equivalentManaging Director or equivalent Inspection/tour must include interaction with workers (provide a record) and demonstrate actions to be taken to address areas of concern.		Actual	Completed leadership tour	
Scoring Criteria	0	Less than three leadership tours in the period	0		
	1	At least three leadership tours in the period			
	2	At least four leadership tours in the period			
	3	Six or more in the period			
Notes	Bonus points are available for the following: <ul style="list-style-type: none">Operations Manager/Regional Director (+ 1 point)General Manager or equivalent (+ 2 points)Managing Director or equivalent (+ 3 points)		Score	0	
2	Safety Leadership Executive Meetings			Evidence	SM
Description	Leadership attendance at the Sydney Metro Safety Leadership Executive Meeting.		Actual	Attendance record	
Scoring Criteria	0	No attendance by senior management	0		
	1	Attendance by the Project Director			
	2	Attendance by line manager of Project Director			
	3	Attendance by Managing Director (MD)			
Notes	Bonus points are available for the following: Delivering a presentation on continuous improvement initiatives or good practice (+3 points)		Score	0	

³ HSPI metrics current as of May 2017. HSPI metrics are updated quarterly in consultation with Principal Contractor.

3		Introduction to Leadership course		Evidence		
Description	Superintendents, Supervisors, Leading Hands enrolled in the Sydney Metro Introduction to Leadership course, reported as a percentage. This includes the supply chain		Actual	N/A	SM	
Scoring Criteria	0	Less than 60% of frontline leaders enrolled in course.	0%			
	1	at least 60% of frontline leaders enrolled in course.				
	2	at least 70% of frontline leaders enrolled in course.				
	3	80% or more of frontline leaders enrolled in course.				
Notes	All frontline leaders will complete the Introduction to Leadership course within four weeks of commencement on the project. (Number of frontline leaders enrolled in Introduction to Leadership course/rolling average of frontline leaders for the period x 100).		Score	0		
4		Sydney Metro Industry Curriculum (SMIC)		Evidence		
Description	Percentage of workers trained in applicable SMIC program		Actual	N/A	SM	
Scoring Criteria	0	Less than 50% of workers enrolled in SMIC program	0%			
	1	at least 60% of workers enrolled in SMIC program				
	2	at least 70% of workers enrolled in SMIC program				
	3	80% or more of workers enrolled in SMIC program				
Notes	(Number of workers enrolled in SMIC program/number of workers who have completed course x 100).		Score	0		
5		Risk Management		Evidence		
Description	Number of inspections focused on high risk construction work (Classified as A or B consequence risk)		Actual	Inspection record	PC	
Scoring Criteria	0	No inspections for the period	0			
	1	< 12 Inspections for the period				
	2	< 24 Inspections for the period				
	3	> 32 Inspections for the period				
Notes	Bonus points are available for the following: <ul style="list-style-type: none">Inspection with Principals Representative (+1 point)Inspection with PC Project Director (+1 point)Quality of inspection (identification and use of HoC) (+2 points)Inspection & close out leads to critical risk becoming non-critical risk (+3 points)		Score	0		

6			Accreditation of Heavy Vehicle Operators engaged by PC		Evidence	PC
Description	Heavy Vehicle Operators (including suppliers and sub-contractors) with NHVAS Accreditation and enrolled in SPECTS)		Actual	0	N/A	
Scoring Criteria	0	Zero Heavy Vehicle Operators accredited to NHVAS and/or SPECTS				
	1	> 50% in process of gaining accreditation to NHVAS Module				
	2	> 50% Accredited to NHVAS Module				
	3	100% NHVAS Module Enrolled				
Notes	Bonus points are available for the following: <ul style="list-style-type: none">NHVAS maintenance management (+ 1 point)100% Accreditation gained in RMS SPECTS scheme (+ 3 points)		Score	0		

7			Compliant Frequent Heavy Vehicles working on Project		Evidence	PC
Description	Heavy Vehicle Safety Equipment requirements complied with on project		Actual	0	N/A	
Scoring Criteria	0	Less than 50% of all frequent heavy vehicles on project fitted with Sydney Metro Heavy Vehicle Safety Equipment				
	1	At least 50% of all frequent heavy vehicles on project fitted with Sydney Metro Heavy Vehicle Safety Equipment				
	2	At least 75% of all frequent heavy vehicles on project fitted with Sydney Metro Heavy Vehicle Safety Equipment				
	3	100% of all frequent heavy vehicles on project fitted with Sydney Metro Heavy Vehicle Safety Equipment				
Notes	PC must measure number of vehicles coming onto project in measured time frame which fall into the category of a Frequent Heavy Vehicle as per this Standard (section Heavy Vehicle Safety Equipment)		Score	0		

8			Occupational Health – Toolbox Talks		Evidence	PC
Description	The number of toolbox talks that have had a specific topic on an occupational health and/or hygiene relevant to the OHHW Management Plan. The topic will be relevant to the project/industry, hazard, control measures, lessons learnt or from recent incidents.		Actual	0	Toolbox talk record register	
Scoring Criteria	0	Less than four toolbox talks for the period				
	1	At least four toolbox talks for the period				
	2	At least six toolbox talks for the period				
	3	At least eight toolbox talks for the period				
Notes	Toolbox talks delivered across multiple sites with the same content is only ONE toolbox talk.		Score	0		

9							Occupational Health – Fit testing		Evidence	PC
Description		Workers trained and fit tested in the use of hearing protection compared to the number of workers exposed to noise above the exposure standard. Reported as a percentage.					Actual	N/A		
Scoring Criteria	0	Less than 60% of workers trained					0%			
	1	At least 60% of workers trained								
	2	At least 75% of workers trained								
	3	At least 90% of workers trained								
Notes		Expected to occur at commencement of employment/change in scope of work. Reported as a percentage. (Number of workers trained/Rolling average of workers for the period exposed x 100)					Score	0		

10							Incident Reporting		Evidence	SM
Description		Notifications of incidents reported to Sydney Metro and lessons learned communicated					Actual	Incident records as per INX		
Scoring Criteria	0	Less than 60% of incidents, or, less than 100% of Significant Incidents are reported as per the PC Standard					0			
	1	At least 60% of incidents are reported as per the PC Standard								
	2	At least 80% of incidents are reported as per the PC Standard								
	3	At least 95% of incidents are reported as per PC Standard								
Notes		The incidents that occurred during the reporting period are considered. Information required is respective to Actual/Potential Consequence Criteria includes; incident entered correctly into INX, all tabs completed in INX, investigation attached, actions closed out etc.					Score	0		

Appendix C (i): Consequence & Likelihood Criteria

Consequence Table										
Rating	C6	C5	C4	C3	C2	C1				
Descriptor/Impact Area	Insignificant	Minor	Moderate	Major	Severe	Catastrophic				
Health and Safety (Injury and Disease)	Illness, first aid or injury not requiring medical treatment.	Illness or minor injuries requiring medical treatment.	Single recoverable lost time injury or illness, alternate/restricted duties injury, or short-term occupational illness.	1-10 major injuries requiring hospitalisation and numerous days' lost, or medium-term occupational illness.	Single fatality and/or 10-20 major injuries/permanent disabilities/chronic diseases.	Multiple fatalities and/or >20 major injuries/permanent disabilities/chronic diseases.				
Environment	No appreciable changes to environment and/or highly localised event.	Change from normal conditions within environmental regulatory limits and environmental effects are within site boundaries.	Short-term and/or well-contained environmental effects. Minor remedial actions probably required.	Impacts external ecosystem and considerable remediation is required.	Long-term environmental impairment in neighbouring or valued ecosystems. Extensive remediation required.	Irreversible large-scale environmental impact with loss of valued ecosystems.				
Customer Experience/Operational Reliability	Short duration disruptions affecting part of one transport mode.	Minor disruptions affecting several parts of one transport mode.	Serious disruptions affecting operation of one complete transport mode.	Major disruptions affecting operations of one transport mode with network-wide effects on one or more other modes of transport.	Short duration shutdowns or substantial disruptions affecting multiple transport modes with sector wide cascading effects.	Extensive shutdowns or extended disruptions with economy-wide effects.				
Government/ Stakeholder/Public Trust/Confidence	Negative article in local media. No discernible reaction/apprehension. Goodwill, confidence and trust retained.	Unease – Series of negative articles in local/state media. Confidence remains with some minor loss of goodwill or trust. Recoverable with little effort or cost. Some continuing scrutiny/attention.	Disappointment – Extended negative local/state media coverage. Confidence and trust dented but are quickly recoverable at modest cost within existing budget and resources.	Concern – Short-term negative state/national media coverage. Confidence and trust are diminished but are recoverable with time, staff effort and additional funding.	Displeasure – Extended negative state/national media coverage. Confidence and trust are damaged but recoverable at considerable cost, time and staff effort.	Outrage – Material change in the public perception of the organisation. Confidence and trust are severely damaged, possibly irreparably, and full recovery both questionable and costly.				
Regulatory or Legal Breach	Low-level non-compliance with legal and/or regulatory requirement or duty by individuals or organisation.	Minor non-compliance with legal and/or regulatory requirement or duty. Investigation and/or report to authority.	Moderate non-compliance. Subject to comment and monitoring from applicable regulator. Small fine and no disruption to services.	Major breach resulting in enforcement action and/or prohibition notices. Substantial fine and no disruption to services.	Substantial breach resulting in prosecution, fines and/or litigation. Licence or accreditation restricted or conditional affecting ability to operate.	Prosecution leading to imprisonment. Loss of operating licence.				
Management Effort/Organisational Fatigue	An event, the impact of which can be absorbed as part of normal activity.	An event, the impact of which can be absorbed but some additional management effort is required.	An event, the impact of which can be absorbed but much broader management effort is required.	Major event which can be absorbed, but substantial management effort is required.	Severe event which requires extensive management effort but can be survived.	Catastrophic event with the clear potential to lead to the collapse of the organisation.				
Benefit Realisation of Initiative, Program or Project	No time delay with initiative or project but it will incur a slight decrease in the benefits realised.	Minor delay with the initiative and/or a minor decrease in the benefits realised; or minor delay on the project or another project, with no public implications.	Several delays with the initiative and/or moderate decrease in benefits realised; or completion date missed for non-critical path project.	Major delays with the initiative and/or major decrease in benefits realised, or publicly announced portion/milestone missed or final completion date missed with demonstrable mitigating external circumstances.	Severe delays with initiative, which impacts across divisions and/or significant decrease in benefits realised; or publicly announced portion/milestone missed or final completion date missed on critical path project.	Failure to realise benefits of the initiative which adversely affects the enterprise-wide operations of organisation; or publicly announced portion/milestone significantly missed or final completion date significantly missed on critical path project.				
Budget, Costs or Revenue	< \$100k	\$100k – \$1m	\$1m – \$10m	\$10m – \$50m	\$50m – \$100m	> \$100m				
Likelihood Table										
Qualitative Expectation	Expected to occur frequently during time or activity of project		Quantitative Frequency	10 times or more every year		SM Probability Analysis	>90%	LIKELIHOOD	Almost Certain	L1
	Expect to occur occasionally during time or activity of project			1-10 times every year			75-90%		Likely	L2
	More likely to occur than not during time of activity occur or project			Once each year			50-75%		Possible	L3
	More likely not to occur than occur during time of activity of project			Once every 1 to 10 years			25-50%		Unlikely	L4
	Not expected to occur during the time of activity or project			Once every 10 to 100 years			10-25%		Rare	L5
	Not expected to ever occur during time of activity or project			Less than once every 100 years			<10%		Almost Unprecedented	L6

Appendix C (ii): Risk Matrix

Risk Rating A – Very High B – High C – Medium D – Low			Consequence					
			Insignificant	Minor	Moderate	Major	Severe	Catastrophic
			C6	C5	C4	C3	C2	C1
Likelihood	Almost certain	L1	C	B	B	A	A	A
	Likely	L2	C	C	B	B	A	A
	Possible	L3	C	C	B	B	A	A
	Unlikely	L4	C	C	B	B	B	A
	Rare	L5	D	C	C	B	B	A
	Almost unprecedented	L6	D	D	C	C	B	B

Appendix D: Monthly Health & Safety Report Measures

Area		Rev. 1	This Month	Project to Date
WORKFORCE				
1	Number of Principal Contractor Workers.			
	Number of Sub-contractors.			
	Number of Sub-contractor Workers.			
	Total number of Workforce.		0	0
	Number of Hours Worked.			
	Number of Workers Inducted.			
OCCUPATIONAL HEALTH AND HYGIENE				
2	OHHW Key Performance Indicator			
	OHHW Information System (attach to this report)			
PLANT HAZARD MANAGEMENT				
3	Percentage of high risk plant independently certified (%)			
	Percentage of compliant equipment identified in the Plant Hazard Risk Assessment (PHRA) (%)			
BEHAVIOUR AND CULTURE				
4	Number of Safety Inspections Planned.			
	Number of Safety Inspections Performed.			
	Number of safety alerts generated and shared.			
	Total No. of Toolbox Talks Conducted.			
FITNESS FOR WORK				
5	Total number of fatigue breaches by Safety Critical Roles (Non-Rail Safety Workers)			
	Number of authorised fatigue breaches by Safety Critical Roles			
	Total number of fatigue breaches by RSWs			
	Number of authorised fatigue breaches by RSWs			
	Total number of drug tests.			
	Number of positive Drug Tests			
	Total number of Alcohol Tests.			
	Number of positive Alcohol Tests.			
	Total number of Drug and Alcohol Tests.		0	0
	Total number of positive Drug and Alcohol Results.		0	0
	% Negative Drug and Alcohol Tests.		#DIV/0!	#DIV/0!
CHAIN OF RESPONSIBILITY REPORTING				
6	Number of Heavy Vehicle Operators Engaged.			
	Number of Heavy Vehicle Movements (one-way).			
	Number of Heavy Vehicle Incidents (including traffic offences, accidents, near-misses and non-compliance)			
	Number of persons who have completed Accredited Chain of Responsibility Training.			
	Number of Heavy Vehicle Surveillance Inspections Undertaken.			

	Number of Chain of Responsibility Audits conducted of Supply Chain.		
	Number of Heavy Vehicles on contract package		
INCIDENT BREAKDOWN			
7	Number of Lost Time Injuries.		
	Number of Restricted Duties Injuries.		
	Number of days on Restricted Duties.		
	Number of Medical Treatment Injuries.		
	Number of First Aid Treatments.		
	Number of Non-Treatment Injuries		
	Number of Work Hours Lost.		
	Number of Property/Infrastructure Damage.		
	Number of Significant Incidents		
	Number of Potential Significant Incidents		
	LTI Frequency Rate.	#DIV/0!	#DIV/0!
	RDI Frequency Rate.	#DIV/0!	#DIV/0!
	TRI Frequency Rate	#DIV/0!	#DIV/0!
	MTI Frequency Rate.	#DIV/0!	#DIV/0!
	FAI Frequency Rate.	#DIV/0!	#DIV/0!
	All Injury Frequency Rate	#DIV/0!	#DIV/0!
Significant Incident Rate.	#DIV/0!	#DIV/0!	
HEALTH AND SAFETY IN DESIGN			
8	Number of inspections and risk assessments focused on Health and/or Safety with designer involvement		
CORRECTIVE ACTIONS			
9	Percentage of Corrective and Preventative actions closed out as per Corrective Actions Register (%)		
	Total number of Corrective and Preventative actions closed out as per Corrective Actions Register		
NOTIFICATIONS			
10	HVNL Breaches or Infringements from RMS.		
	Number of Incidents reported to SafeWork NSW.		
	Number of SafeWork NSW Prohibition Notices.		
	Number of SafeWork NSW Improvement Notices.		
	Number of SafeWork NSW Notices per Million Hours Worked.	#DIV/0!	#DIV/0!
Prepared by: Principal Contractor WHS Manager			
Endorsed by: Principal Contractor Project Director or Manager			
Reviewed by Sydney Metro Representative (i.e. Sydney Metro Implementation Group Health & Safety Manager)			

Appendix E: Health Risk Assessment Checklist

This checklist has been designed to assist the PC in assessing the adequacy of their Health Risk Assessments. It may also assist service providers in developing their Health Risk Assessment Process Plans.

Key to symbols to be used in check-boxes is: ✓ = Yes, ✗ = No, n/a = Not applicable

1. BASELINE HEALTH RISK ASSESSMENT	
	Have the nature of the occupational hazards relative to the work to be performed been documented?
	Have the exposure pathways, or the mechanism by which the occupational hazard exerts its toxic effect, been documented for each hazard?
	Have the adverse health effects produced by each occupational health hazard been documented?
	Have synergistic or additive exposures been documented?
	Have the workplace exposure standard and associated action limits for each health hazard been documented?
	Have the criteria for exposure risk acceptability been documented e.g.: statistical assessment?
	Have the processes by which the workforce is organised and staffed, including shift work patterns been documented and considered when reviewing exposure?
	Have significant sources of exposure, taking into consideration processes, operations, work tasks and work practices been documented?
	Has the duration (minutes, hours) and frequency of exposure (continuous, seasonal or intermittent) been documented?
	Have the number of persons likely to be involved in the work tasks where the potential for exposures exist been documented?
	Have the nature of tasks and potential variations in procedure been documented?
	Have Similar Exposed Groups (SEGs) been identified and the process by which they were created documented?
	Has occupational exposure risk been estimated for each hazard and each SEG in accordance with the processes in the Occupational Health, Hygiene and Wellbeing Management Plan?
	Have the necessary exposure controls been identified that will minimise the risk to below acceptable targets as per HIRAC SFAIRP, and in all cases below the Workplace Exposure Standards?
	Have Critical Control Measures (CCM) crucial to prevent the event or mitigate the consequence of the adverse health effect been identified and an audit process documented?
	Have medical assessment, health surveillance and health monitoring requirements been identified and documented?
	Have risk owner(s) including resources required to manage the risks on an ongoing basis been assigned?
	Have the reference source(s) of information used to inform baseline assessment outcomes been documented?
	Has a respiratory protection program in accordance with AS1715 been documented in circumstances where controls, higher in the control hierarchy do not control exposure concentrations below 50% TWA-WES?
	Has a hearing conservation program in accordance with AS1269 been documented in circumstances where controls, higher in the control hierarchy do not control occupational noise exposure concentrations below 80 dB, LAeq,8hour?
	Has the Baseline HRA been approved by a Certified Occupational Hygienist (COH) in accordance with the Occupational Health, Hygiene & Wellbeing Management Plan?
	Has a copy of the COH-approved Baseline HRA been provided to Sydney Metro?

2. SIMILARLY EXPOSED GROUP (SEG) HEALTH RISK ASSESSMENT (HRA)

	Has a walkthrough assessment been conducted by the COH in consultation with relevant stakeholders that verified the information contained in the Baseline HRA?
	Has a SEG HRA been performed by a COH to document the characteristics of SEG exposures and confirmed that planned control measures are in place?
	Have estimates of exposure in the Baseline HRA been updated following a site walkthrough by the COH?
	Has the SEG HRA been performed within one month, for those SEGs estimated to have a significant exposure risk; and three months, for those SEGs estimated to have a non-significant exposure risk?
	Have assessment results been documented to inform occupational health risk(s) for each SEG to include exposure control plans, the evaluation of the presence, functionality, and performance of critical controls nominated in the Baseline HRA, and systems and methods for the ongoing assessment and evaluation of critical controls?
	Have formal recommendations made by the COH been recorded, tracked, and implemented?
	Has a copy of the COH-approved SEG HRA been submitted to Sydney Metro?

3. QUANTITATIVE HEALTH RISK ASSESSMENT

	Has an exposure assessment strategy been developed and approved by the COH where the SEG HRA identifies a Significant Risk to Health?
	Has an exposure assessment strategy been submitted to Sydney Metro within one month of the SEG HRA?
	Are personal exposure sampling activities planned to be performed in accordance with the relevant Australian Standard using validated test methods with monitoring performed by a COH or an occupational hygienist?
	Have personal exposures been measured and evaluated in line with the COH-approved exposure assessment strategy?
	Where personal exposure is measured for quartz, has it been performed by a NATA laboratory as per NHMRC (1984) via X-ray diffraction?
	Have an adequate number of personal exposure samples been collected to characterise the risk to each SEG?
	Have Task Record Sheets been provided for personal exposure samples collected?
	Has a copy of the OHHW Information System been provided with the L3 HRA, or alternatively in the monthly report?
	Have Laboratory Chain of Custody documents been provided for personal exposure samples collected?
	Has a clear statement been made in the report that either a Significant Risk to Health exists or does not exist for the parameters measured?
	Have recommendations in the HRA been made in accordance with WHS legislation? (For example, if a Significant Risk to Health is anticipated or measured, have control measures been recommended to reduce such exposure to an acceptable level and has health monitoring been recommended?)
	Have any exceedances of the Workplace Exposure Standard been recorded in INX as an Incident?
	Has health monitoring been recommended for any SEGs deemed to have a Significant Risk to Health excluding the protection afforded by the use of PPE (including Respirable Crystalline Silica, Asbestos or Noise etc.)?
	Have completed critical control audit tools been attached to the report?
	Have formal recommendations made by the COH been recorded, tracked, and implemented?

Appendix F: Health Risk Matrix

The risk assessment must be performed in accordance with legislative requirements and the requirements listed in this Standard. Occupational health risks must be evaluated by:

- Assigning the consequence (Table G2).
- Determining the likelihood of exposure (Table G1)⁴.
- Establishing the risk rating by applying the consequence and likelihood to the Risk Assessment Matrix (Table G3).

Assessment of health hazards must be performed taking into consideration both acute and chronic exposures, therefore the risk of both exposure scenarios must be evaluated separately.

The risk evaluation must be concluded by identifying whether or not action is required based on the risk acceptability criteria presented in Table G4.

Table G1: Occupational Health Likelihood Criteria

Likelihood Table						
Rating	L6	L5	L4	L3	L2	L1
Occupational Hazard	Almost Unprecedented	Rare	Unlikely	Possible	Likely	Almost Certain
Qualitative Exposure Expectation	Exposure is not expected to ever occur during time of activity or project	Exposure is not expected to occur during the time of activity or project	Exposures are more likely not to occur than occur during time of activity of project	Exposures are more likely to occur than not during time of activity occur or project	Exposures are expected to occur occasionally during time or activity of project	Exposures are expected to occur frequently during time or activity of project
Quantitative Exposure Frequency (e.g.: Exposure to an acute health hazard)	Less than once every 100 years	Once every 10 to 100 years	Once every 1 to 10 years	Once each year	1-10 times every year	10 times or more every year
Probability Analysis (e.g.: Probability of experiencing an adverse health effect)	<10%	10-25%	25-50%	50-75%	75-90%	>90%

⁴ The preferred method is to determine the likelihood in the context of developing the adverse health effect selected in Table G2. In some cases, this can be a complex process. The PC's COH may choose to relate the likelihood through other methods such as the estimated level of exposure as it relates to the Workplace Exposure Standard. The exceedance of a Workplace Exposure Standard would be an example of a risk that should result in a Significant Risk to Health in such circumstances. However, for some health hazards, a Significant Risk to Health may exist at exposures lower than the Workplace Exposure Standard. Further Guidance information is available from Sydney Metro on request.

Table G2: Occupational Health Consequence Criteria⁵

Consequence Table							
Rating		C6	C5	C4	C3	C2	C1
Occupational Hazard		Insignificant	Minor	Moderate	Major	Severe	Catastrophic
Health and Safety (Injury and Disease)		Illness, first aid or injury not requiring medical treatment.	Illness or minor injuries requiring medical treatment.	Single recoverable lost time injury or illness, alternate/restricted duties injury, or short-term occupational illness.	1-10 major injuries requiring hospitalisation and numerous days lost, or medium-term occupational illness.	Single fatality and/or 10-20 major injuries/permanent disabilities/chronic diseases.	Multiple fatalities and/or >20 major injuries/permanent disabilities/chronic diseases.
As per Globally Harmonised System of Classification and Labelling of Chemicals (GHS)	Acute Toxicity		Acute Toxicity (Oral, dermal or inhalation) Category 5	Acute Toxicity (Oral, dermal or inhalation) Category 4	Acute Toxicity (Oral, dermal or inhalation) Category 3	Acute Toxicity (Oral, dermal or inhalation) Category 1 or 2 < 20 workers	Acute Toxicity (Oral, dermal or inhalation) Category 1 or 2 > 20 workers
	Skin corrosion/ Irritation/ Sensitisation		Skin irritation Category 3 Skin germ Category 1 Skin Sensitisation Category 1	Skin irritation Category 2	Skin Corrosion Category 1A/1B/C		
	Eye Damage/Irritation		Eye Irritation Category 2B	Eye Irritation Category 2A	Eye Damage Category 1		
	Respiratory Sensitisation			Respiratory Sensitisation Category 1			
	Carcinogenicity/ Reproductive Toxicity				Carcinogenicity Category 2 Mutagenicity Category 2 Toxic to Reproduction Category 2 Effects on or via lactation	Carcinogenicity Category 1A, 1B Mutagenicity Category 1A, 1B Toxic to Reproduction Category 1A, 1B < 20 workers	Carcinogenicity Category 1A, 1B Mutagenicity Category 1A, 1B Toxic to Reproduction Category 1A, 1B > 20 workers
	Specific Target Organ Toxicity		Specific Target Organ Toxicity Category 3	Specific Target Organ Toxicity Category 2	Specific Target Organ Toxicity Category 1		
	Aspiration Hazard			Aspiration hazard Category 2		Aspiration hazard Category 1	
Other Chemical Hazards ⁶	Airborne Particulates and gases			Headache, nausea, vomiting, dizziness (e.g.: Phosphine) Cyanosis, hypoxia, (e.g.: Nitric Oxide) Reduced pulmonary function (e.g.: Ozone) Neurobehavioural changes (e.g.: CO) CNS impairment (e.g.: H ₂ S)	Dust-induced diseases including silicosis, pneumoconiosis, COPD (e.g.: respirable dust, RCS) Pulmonary oedema, emphysema (e.g.: Phosgene) Pulmonary oedema (e.g.: Nitrogen Dioxide, Ozone) Respiratory sensitizer (e.g.: Diisocyanates)	Asphyxiants Carcinogens ⁷ < 20 workers	Asphyxiants Carcinogens ⁷ > 20 workers
	Metal particulates including Welding Fumes		Irritants of the mucous membranes (e.g.: DPM, Mo, CrIII)	Pulmonary siderosis (e.g.: Fe) Bronchitis, pneumonia (V)	Haematological disturbances (e.g.: Pb) Manganism (e.g.: Mn) Pneumoconiosis (e.g.: Elemental Ni) Occupational asthma (e.g.: Al) Fluorosis (F-) Adverse Pulmonary Effects (e.g. Welding Fume)	Carcinogens ⁷ < 20 workers	Carcinogens ⁷ > 20 workers
Physical Hazards			Hypothermia, chilblains, frostbite, Hyperthermia, heat rash	Sunstroke Musculoskeletal injury: Vibration-induced disorders of muscles	Noise induced hearing loss	UV radiation < 20 workers	UV radiation > 20 workers
Biological hazards			Hepatitis A	Hepatitis B/C	Legionellosis	HIV/AIDS; fatal viral diseases and vector borne diseases < 20 workers	HIV/AIDS; fatal viral diseases and vector borne diseases > 20 workers
Psychosocial Hazards						Single fatality and/or 10-20 major injuries/permanent disabilities/chronic diseases.	Multiple fatalities and/or >20 major injuries/permanent disabilities/chronic diseases.
Chronic health effects not otherwise classified above		No chronic health effect requiring medical treatment	Chronic health effect requiring medical treatment for <1% of the population at risk	Chronic health effect requiring medical treatment for 1-2% of the population at risk	Chronic health effect requiring medical treatment for 2-5% of the population at risk	Chronic health effect requiring medical treatment for 5-10% of the population at risk	Chronic health effect requiring medical treatment for 10-15% of the population at risk

⁵ The COH may nominate more conservative consequence and likelihood descriptors at the approval of the Project Director.⁶ Not otherwise included in the GHS e.g.: hazardous substances that are generated as part of performing work activities.⁷ When performing an assessment of the risk of the agent causing cancer. Note that this may not be the basis of the Workplace Exposure Standard or the most reasonable consequence of exposure to the health affecting agent.

Table G3: Risk Matrix

Risk Rating A – Very High B – High C – Medium D – Low			Consequence					
			Insignificant	Minor	Moderate	Major	Severe	Catastrophic
			C6	C5	C4	C3	C2	C1
Likelihood	Almost certain	L1	C	B	B	A	A	A
	Likely	L2	C	C	B	B	A	A
	Possible	L3	C	C	B	B	A	A
	Unlikely	L4	C	C	B	B	B	A
	Rare	L5	D	C	C	B	B	A
	Almost unprecedented	L6	D	D	C	C	B	B

Table G4: Risk Acceptability Criteria

Class A – Very High	Risks that significantly exceed the risk acceptance threshold and need urgent and immediate attention.
Class B – High	Risks that exceed the risk acceptance threshold and require proactive management.
Class C – Medium	Risks that lie on the risk acceptance threshold and require active monitoring.
Class D – Low	Risks that are below the risk acceptance threshold and do not require active management.

Appendix G: Project Safety Hazard Log Template

HEADINGS	Risk Identification										Design Information		Safety Requirements (DOORS)		Reviewed Groups						
	Hazard Ref	Project Area, Sub-Location	System	Subsystem	WHS	Operating Mode	Hazard Description	Hazard source ref	Potential sources	Potential consequences	Existing safety controls (which are scheduled which determining the listed risk rating)	Hazard Owner	Safety control reference (e.g. technical paper, design document, report etc)	Safety Requirement text	DOORS ID	Public	Passenger	Staff	Contractor	Supplier	Other
DESCRIPTION GUIDANCE	Unique ID number (usually sequential for each hazard in the following form: XXXX-ZZZZ-NNNN, where XXXX is the control package ZZZZ is the activity NNNN is the number e.g. TSA1-007	Clear and unambiguous description of the location e.g. SSC, Substation, Station, Camera room, power supply	The system of interest with respect to the hazard e.g. Station radio	The sub-system of interest with respect to the hazard e.g. UPS	Does the hazard include WHS elements, yes or no, with comment as necessary	Select options (one only): NORM Normal mode - day to day operation of the railway as it was designed to be used and maintained. ABNORM Abnormal mode - pre-planned changes to the Service Plan or station operations to accommodate special events or planned maintenance activities. DEGRAD Degraded mode - restricted conditions for operation under human or technical failure of one or more components, includes restoration activities. EMERG Emergency mode - where full operational capability, including functional and performance capability is severely degraded or completely lost due to a catastrophic system event, or major system or security event.	Brief description of the hazard e.g. CCTV	Provide a reference to show how the hazard was generated e.g. PHA subject and data review of other hazard log number, version and date of review	List all causes, each to be on a separate line A cause is a reason, not just a trigger	All consequences should be listed and the 'worst case credible' consequence should be identified and used to assess likelihood and consequence	List all controls using separate numbers ID as in C001) First control C002) Second control or add extra lines to the spreadsheet to contain separate controls	Hazard owner (not control owner) The role (no names of individuals) that is responsible for the activity that causes the hazard There may be more than one owner but only one role should be nominated and should be the 'lead' i.e. the most relevant	Include unique document reference and version number Also include details of where to find the document unless it is an international or widely accessible standard	This is a version of the control wanted appropriately for it to be used as a safety requirement - this entry will be used as the basis for an export of safety controls into DOORS safety requirements. If DOORS is used for V&V then it will not be expected to track V&V in the Hazard Log, but both options are provided for flexibility	Cross reference to DOORS record ID for the requirements specification	Y or N	Y or N	Y or N	Y or N	Y or N	Y or N
HEADINGS	Register		Initial Risk Analysis			Additional safety controls			Residual Risk Analysis			SFARP Justification		Actions		Verification and Validation					
	Hazard Status (Y/N)	Comments/Remarks	Consequence	Likelihood	Risk rating	Additional safety controls (design)	Additional safety controls (OSS)	Additional safety controls reference	Consequence	Likelihood	Risk rating	SFARP Justification Reference, Summary Analysis or Description of Tasks Required to achieve SFARP	Hazard Status (SFARP)	Outstanding Tasks	Verification Mechanism (design phase)	Verification status	Verification Reference (build phase)	Validation status			
DESCRIPTION GUIDANCE	Select options (one only): 1 - Initial status of recorded hazard, new hazard with no assigned hazard owner, initial resolution action are identified and investigation ongoing 2 - New hazard with owner assigned 3 - Hazard with partial acceptance of mitigating measure (i.e. mitigation is insufficient to mitigate or evidence base not fully provided) 4 - Hazard closed at design subject to validation, if a particular hazard has several actions and all are covered by design and it only remains those on the register then the hazard can be placed as CLOSED at DESIGN 5 - Closed (fully CLOSED hazards meaning that there are no subsequent actions on this item) 6 - Deleted - For all hazards which are superseded by another, no longer applicable, etc. 7 - Transferred to Issues Register as a Safety Issue	Reference for items transferred to other registers	C3	L1	A	1) First control 2) Second control or add extra lines to the spreadsheet to contain separate controls	1) First control 2) Second control or add extra lines to the spreadsheet to contain separate controls	Provide an auditable reference for all controls e.g. design drawing, manual, procedure etc. Must include unique ID and version number	C1	L6	D	Select options (one or more, as applicable): 1) Compliance to one or more standards that ensure safety (these standards must be listed in the controls) 2) Alignment with industry best practice in NSW, Australia or other comparable railway jurisdiction (specify which) 3) Controls have been developed through one or more workshops attended by a suitable range of SMEs and confirmed 'no further controls could be identified' (ensure workshop is referenced in the 'Hazard source ref' column) 4) Evaluated via Quantified Risk Assessment or semi-quantified risk assessment process (provide reference to the CRA report) 5) One or more controls have been evaluated using Cross Disproportionality Assessment to establish that the cost is not grossly disproportionate to the safety benefit gained (reference to the assessment and the applicable controls)	Select option (one only): DEVELOPMENT Hazard record under development REVIEW Hazard record completed and under review ACTIONS Reviewed with outstanding actions to be completed N/A Hazard not applicable - give reason	Provide details of the following: 1) Description of the action 2) Name of action 3) Target date for completion 4) Status (do not delete the entry once the action is complete just mark as DONE!)	Document no., report, etc. PROG Validation in progress/ partly verified VER Verified	Select options (one only): NOT Not verified Inspection Details, test report reference, etc. VAL Validated	Select options (one only): NOT Not validated PHOC Validation in progress/ partly validated VAL Validated				

Appendix H: References and Related Documents

Category	Reference
Acts and Regulations	<ul style="list-style-type: none"> • Work Health & Safety (WHS) Act 2011 • Work Health & Safety (WHS) Regulation 2017 • Heavy Vehicle National Law (HVNL) and HVNL Regulations • Heavy Vehicle National Law (NSW) 2013 No.42a • Heavy Vehicle (Fatigue Management) National Regulation (NSW) • http://www.legislation.nsw.gov.au/#/view/regulation/2013/246a/full • Heavy Vehicle (Mass, Dimension and Loading) National Regulation (NSW) • Heavy Vehicle (Vehicle Standards) National Regulation (NSW) • Road Transport (Driver Licensing) Regulation 2008 • Road Transport (Vehicle Registration) Regulation 2000 • Road Rules 2014 • Rail Safety National Law (RSNL) No 82a • RSNL National Regulations 2012 • Rail Safety (Adoption of National Law) Regulation 2012 • Corporations Act 2001 (Commonwealth) • Contaminated Land Management Act 1997 (NSW) • Explosives Act 2003 (NSW) • NSW Explosives Regulation 2013 • Dangerous Goods (Road and Rail Transport) Act • Dangerous Goods (Road and Rail Transport) Regulation • Marine Safety Act 1998 • Marine Safety Regulation 2009 • Workers Compensation Act 1987 • Workplace Injury Management and Workers Compensation Act 1998 • Workers Compensation Regulation 2010
Government	<ul style="list-style-type: none"> • NSW Government – Work Health & Safety Management Systems and Auditing Guidelines • Office of the Federal Safety Commissioner Audit Criteria Guidelines • National Transport Commission Load Restraint Guide • NSW Department of Primary Industries: Guideline for the management of diesel engine pollutants in underground environments MDG29 • Australian Dangerous Goods Code • Asset Standards Authority (ASA) – Systems Safety Standard for New or Altered Assets TS20001:2013 • ASA – T HR HF 00001 ST Human Factors Integration – Rolling Stock • ASA – T MU HF 00001 ST Human Factors Integration – General Requirements • WorkSafe Victoria's Compliance Code (Edition 1, Sept 2008): Communicating occupational health and safety across languages • TfNSW Managing Conduct and Discipline Policy
Safe Work Australia	<ul style="list-style-type: none"> • Model Code of Practice – How to Manage Work Health and Safety Risks • Guide for Tunnelling Work • Scaffolds and Scaffolding Work Guidance Material • Cranes Guidance Material • Formwork and Falsework Guidance Material • Working in the Vicinity of Overhead and Underground Electric Lines Guidance Material • National Code of Practice for the Storage and Handling of Workplace Dangerous Goods [NOHSC: 2017 (2001)] • Guidance Note for the Storage and Handling of Dangerous Goods [NOHSC: 3009 (1990)] • Code of Practice, Managing the Work Environment and Facilities • Hazardous Chemicals Information System • National Standard for the Control of Inorganic Lead at Work [NOHSC:1012(1994)] • National Code of Practice for the Control and Safe Use of Inorganic Lead at Work [NOHSC:2015(1994)] Safe Work Australia – National Code of Practice for Manual Handling NOHSC:2005 (1990) • Guidance Note for Emergency Services Manifests [NOHSC: 3010(1990)] • Health Monitoring for Exposure to Hazardous Chemicals • Workplace vibration guidance material • Managing risks of exposure to solvents in the workplace information sheet • Guide for preventing and responding to workplace bullying • Guide for managing the risk of fatigue at work • Guide on exposure to solar ultraviolet radiation (UVR) • Guidance on the Interpretation of Workplace Exposure Standards for Airborne Contaminants • Guidance on the Classification of Hazardous Chemicals under the WHS Regulations
SafeWork NSW	<ul style="list-style-type: none"> • Construction Work Code of Practice • Safe design of structures code of practice • Work Health & Safety Consultation, Coordination and Cooperation Code of Practice • Managing the Risks of Falls in the Workplace Code of Practice • Tunnels Under Construction Code of Practice • Work Near Underground Assets • Managing Electrical Risks in the Workplace • Concrete Cutting, Drilling and Masonry Products Code of Practice • Confined Spaces Code of Practice • Welding Processes Code of Practice

Sydney Metro – Integrated Management System (IMS)

(Uncontrolled when printed)



Category	Reference	
	<ul style="list-style-type: none"> • Managing the Risks of Plant in the Workplace Code of Practice • Expectations for Tower Cranes – Position Paper • Demolition Work Code of Practice • Guide for applicants for demolition licences and notifications • General Explosive Licence and Security Clearance Conditions Under the NSW Explosives Act and Regulation • Managing Risks of Hazardous Chemicals in the Workplace Code of Practice • Labelling of workplace Hazardous Chemicals Code of Practice • Excavation work code of practice • Moving Plant on Construction Sites Code of Practice • How to Manage and Control Asbestos in the Workplace 	<ul style="list-style-type: none"> • How to Safely Remove Asbestos • Managing Noise and Preventing Hearing Loss at Work • Hazardous Manual Tasks Code of Practice • Managing the Work Environment and Facilities Code of Practice • First Aid in the Workplace Code of Practice • Return to Work Programs • Asbestos in Imported Goods • Work Near Overhead Powerlines • CHAIR Safety in Design Tool 2001
ONRSR	<ul style="list-style-type: none"> • ONRSR Guideline – Identifying Rail Safety Work under the RSNL 	
AIOH	<ul style="list-style-type: none"> • Adjustment of Workplace Exposure Standards for Extended Work Shifts, Position Paper • Diesel Particulate Matter and Occupational Health Issues Position Paper • Dusts not Otherwise Specified (DUST NOS) and Occupational Health Issues, Position Paper • Occupational Hygiene Monitoring & Compliance Strategies 2014 	<ul style="list-style-type: none"> • Respirable Crystalline Silica and Occupational Health Issues • Simplified Occupational Hygiene Risk Management Strategies 2006 A Guide to Managing Heat Stress, Developed for Use in the Australian Environment
British Standards	<ul style="list-style-type: none"> • BS EN 16191:2014 Tunnelling Machinery – Safety Requirements • BS EN 1889 Machines for underground Mines. Mobile machines working underground. Safety. Part 1 Rubber Tyred Vehicles & Part 2 Rail locomotives • BS 6164:2011 Code of practice for health and safety in tunnelling in the construction industry 	
Australian/NZ Standards	<ul style="list-style-type: none"> • AS 1319:1994 Safety signs for the occupational environment • AS 1418 Cranes (series) • AS 1418.17:1996 Cranes (including hoists and winches) – Design and construction of workboxes • AS 1674:1980 Fire precautions in cutting, heating and welding operations • AS 1674:2007 Safety in welding and allied processes • AS 1657:2013 Fixed platforms, walkways, stairways and ladders – Design, construction and installation • AS 1742:2014 Manual of uniform control traffic devices • AS 1742.3:2009 Manual of uniform traffic control devices – Traffic control for works on roads • AS 1851:2012 Routine service of fire protection systems and equipment • AS 1940:2004 The storage and handling of flammable and combustible liquids • AS 2187 Explosives – Storage, Transport and Use • AS 2436:2010 Guide to noise and vibration control on construction, demolition and maintenance sites • AS 2444:2001 Portable fire extinguishers and fire blankets – Selection and location • AS 2550:2011 Cranes, hoists and winches – Safe use • AS 2550.1:2011 Cranes, hoists and winches – Safe use – Part 1: General requirements • AS 2550.10:2006 Cranes, hoists and winches – Safe use – Part 10: Mobile elevating work platforms • AS 2550.16:1997 Cranes – Safe use – Part 16: Mast climbing work platforms • AS 2601:2001 The Demolition of Structures • AS 2815.1: Training and certification of Occupational Divers • AS 2815.2: Training and certification of Occupational Divers – Air Diving to 30m 	<ul style="list-style-type: none"> • AS/NZS 1170.2:2011 Structural design actions – Wind actions • AS/NZS 1269:2005 Occupational Noise Management • AS/NZS 1270:2002 (R2014) Acoustics – Hearing protectors • AS/NZS 1336:1997 Recommended practices for occupational eye protection • AS/NZS 1337:1992 Eye protectors for industrial applications • AS/NZS 1576 Scaffolding (series) • AS/NZS 1715:2009 Selection, use and maintenance of respiratory protective equipment • AS/NZS 1716:2012 Respiratory protective devices • AS/NZS 1801:1997 Occupational protective helmets • AS/NZS 1850:2009 Portable fire extinguishers – Classification, rating and performance testing • AS/NZS 1891 Industrial fall-arrest systems and devices (series) • AS/NZS 1892 Portable ladders (series) • AS/NZS 2161.1:2000 Occupational protective gloves – Selection, use and maintenance • AS/NZS 2210.1:2010 Safety, protective and occupational footwear – Part 1: Guide to selection, care and use • AS/NZS 2299.1:2007 Occupational diving operations – Standard operational practice • AS/NZS 2648.1:1995 Underground marking tape – Non-detectable tape • AS/NZS 3000:2007 Electrical installations (known as the Australian/New Zealand Wiring Rules) • AS/NZS 3012:2010 Electrical installations – Construction and demolition sites • AS/NZS 3845:1999 Road safety barrier systems • AS/NZS 4308:2008 Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine

Category	Reference
	<ul style="list-style-type: none"> AS 2815.3 Training and certification of Occupational Divers – Air Diving to 50m AS 2815.4 Training and certification of Occupational Divers – Bell Diving AS 2815.4 Training and certification of Occupational Divers – Diving Supervisor AS 2865:2009 Confined spaces AS 2985:2009 Workplace atmospheres – Method for sampling and gravimetric determination of respirable dust AS 3547:1997 Breath alcohol testing devices for personal use AS 3610:1995 Formwork for concrete AS 3640:2009 Workplace atmospheres – Method for sampling and gravimetric determination of inhalable dust AS 3853.1:2006 Health and safety in welding and allied processes – Sampling of airborne particles and gases in the operators breathing zone – Sampling of airborne particles AS 4142.3:1993 Fibre ropes – Man-made fibre rope for static life rescue lines AS 4260:1997 High efficiency particulate air (HEPA) filters – Classification, construction and performance AS 4326 The Storage and Handling of Oxidizing Agents AS 4744.1:2000 Steel shoring and trench lining – Design AS 4964:2004 Method for the qualitative identification of asbestos in bulk samples AS 5047:2005 Hydraulic shoring and trench lining equipment AS/NZS 4389:1996 Safety mesh AS/NZS 4488 Industrial rope access systems (series) AS/NZS 4501.1:2008 Occupational protective clothing – Guidelines on the selection, use, care and maintenance of protective clothing AS/NZS 4576:1995 Guidelines for scaffolding AS/NZS 4602.1:2011 High visibility safety garments – Garments for high risk applications AS/NZS 4836:2011 Safe working on or near low-voltage electrical installations and equipment AS/NZS 4994 Temporary Edge Protection (series) AS/NZS ISO 31000:2009 Risk management – Principle and guidelines AS/NZS 60079.20.1:2012 Explosive atmospheres – Material characteristics for gas and vapour classification – Test methods and data AS/NZS 60079.29.1:2008 Explosive atmospheres – Gas detectors – Performance requirements of detectors for flammable gases AS/NZS 60335.2.69:2003 Household and Similar Electrical Appliances – Safety – Particular requirements for wet and dry vacuum cleaners, including power brush, for industrial and commercial use HB 213:2003 Guidelines for safe working in a confined space
International Standards	<ul style="list-style-type: none"> ISO/IEC 17025:2005 General requirements for the competence of testing and calibration laboratories ISO 6385:2004 Ergonomic principles in the design of work systems IEC 31010:2009 Risk management – Risk assessment techniques CENELEC EN 50126/8/9 ISO/IEC/IEEE 15288:2015 Systems and software engineering – System life cycle processes
Industry References	<ul style="list-style-type: none"> Health & Safety in Welding, WTIA Technical Note No.7 Welding Electrical Safety, WTIA Technical Note No.22 GP – General Purpose Welding (meets the requirements of AS 1554) SP – Special Purpose Welding (meets the requirements of AS 1554) Truck Industry Council – Voluntary Code of Practice to Ensure an Adequate Field of View Australian Trucking Association – Industry Technical Council Advisory Procedure – Australian Heavy Vehicle Visibility Australian Trucking Association – Industry Technical Council Advisory Procedure – Side Under Run Protection Vehicle Standard (Australian Design Rule 14/02 – Rear Vision Mirrors) 2006 Vehicle Standard (Australian Design Rule 13/00 – Installation of Lighting and Light Signalling Devices on other than L-Group vehicles) 2005 UN/ECE 104 – Uniform Provisions Concerning the Retro-Reflective Markings for Heavy and Long Vehicles and their Trailers NIOSH Method 5040 Diesel Particulate Matter (as elemental carbon) Worksafe Victoria – Industry Standard – Contaminated Construction Sites RMS Traffic Control at Worksites Manual National Guidelines for the use of Truck and Trailer Mounted Attenuators (TMAs) National Health Medical Research Council (NHMRC), Methods for Measurement of Quartz in Respirable Dust by Infra-red Spectroscopy and X-ray Diffractometry, NHMRC, Canberra, 1984 Australian Diver Accreditation Scheme (ADAS) NAVSEA Technical Manual – Summary Guidance for Diving in Contaminated Waters QNSR – Preparation of a Rail Safety Management System Guideline ITA G5 – Health & Safety in Works: Guidance on the Safe Use of Temporary Ventilation Ducting in Tunnels ITA Working Group – Health & Safety in Works: Guidance for Good Occupational Health and Safety Practice in Tunnels ITA Working Group No.5 Health and Safety in Works: Guidelines for the Provision of Refuge Chambers in Tunnels Under Construction

Schedule 16 – Not Used

Schedule 17 – Not Used

Schedule 18 – Not Used

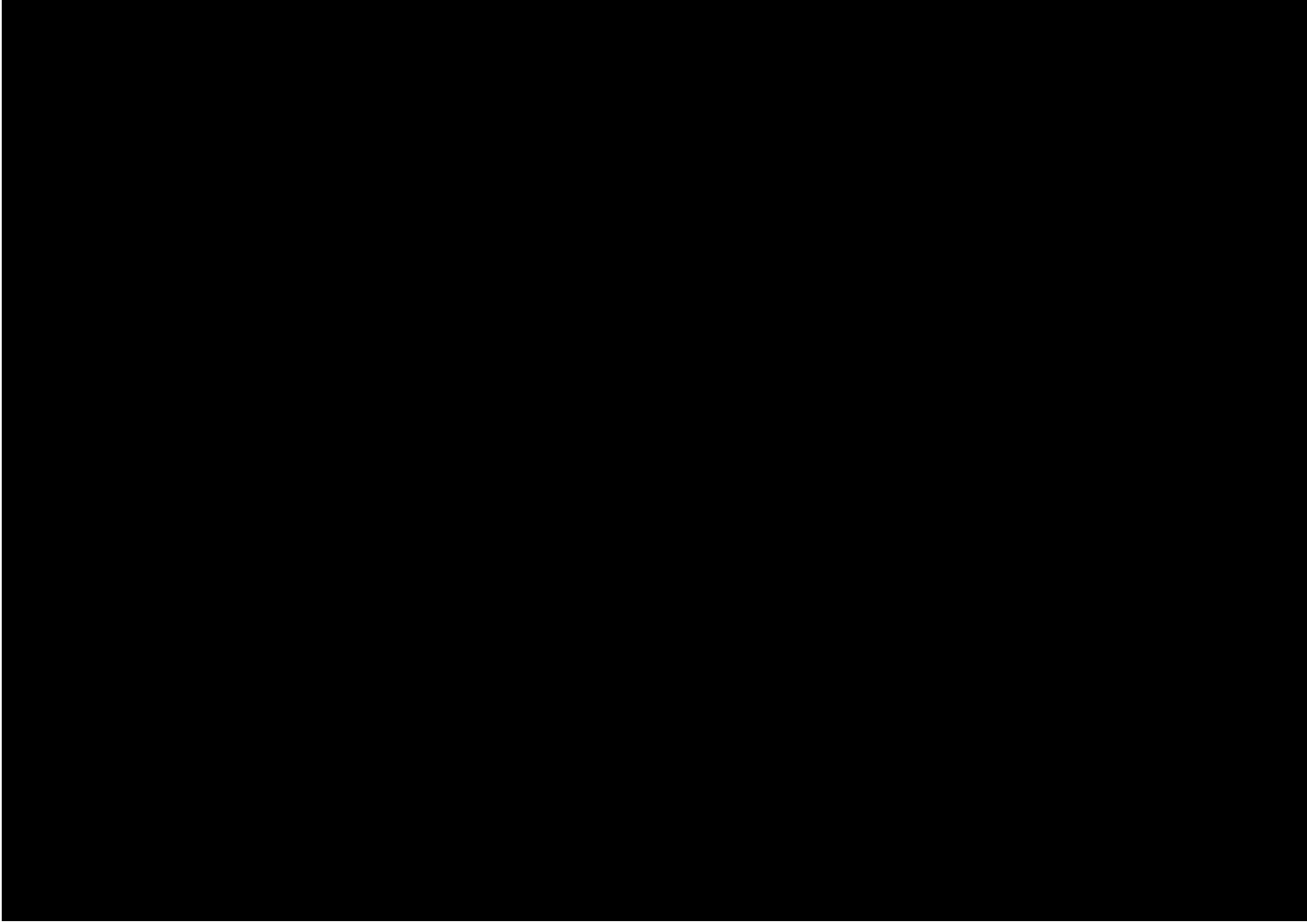
Schedule 19 - Initial AADPs

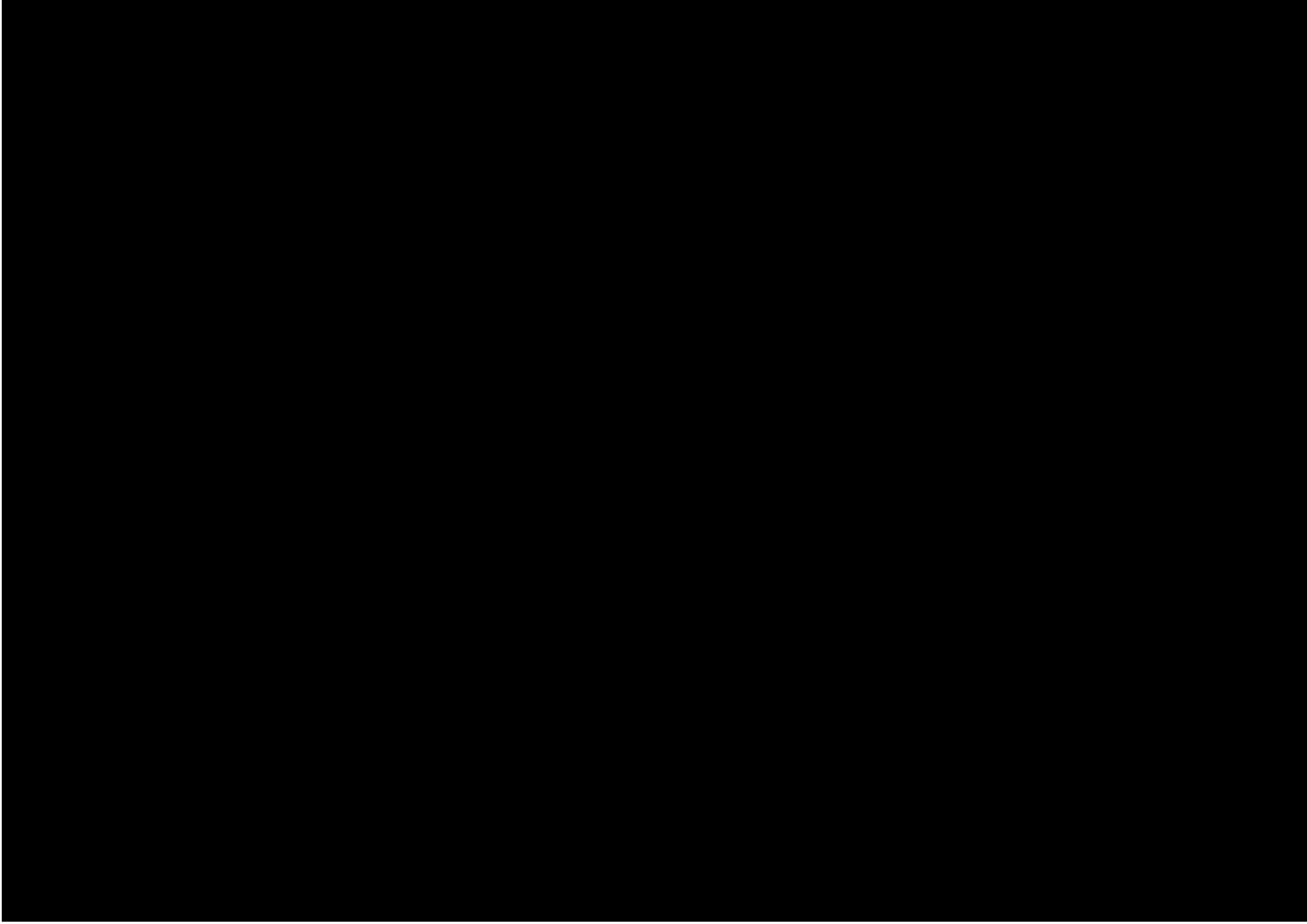
Schedule 19 initial AADP's

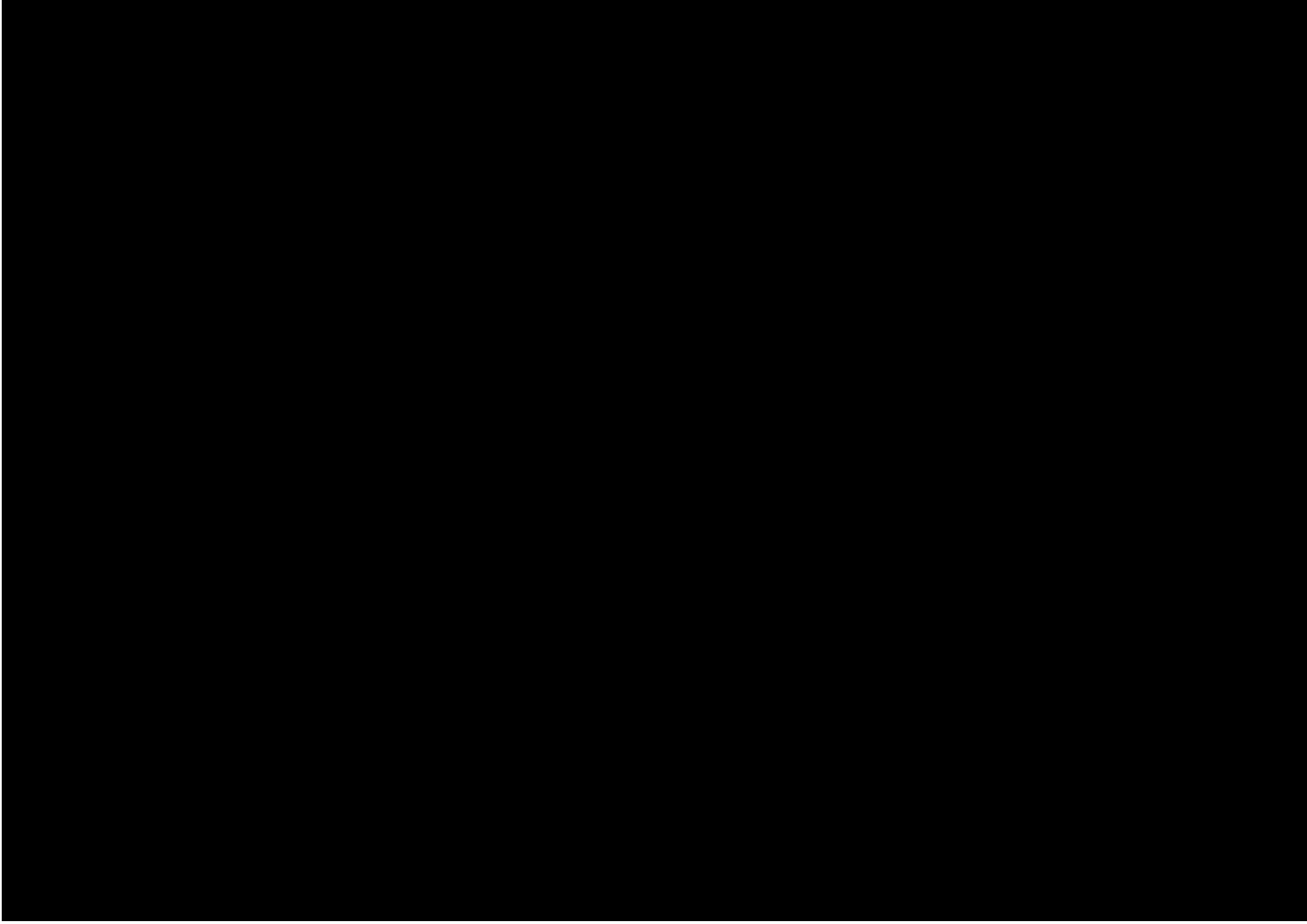


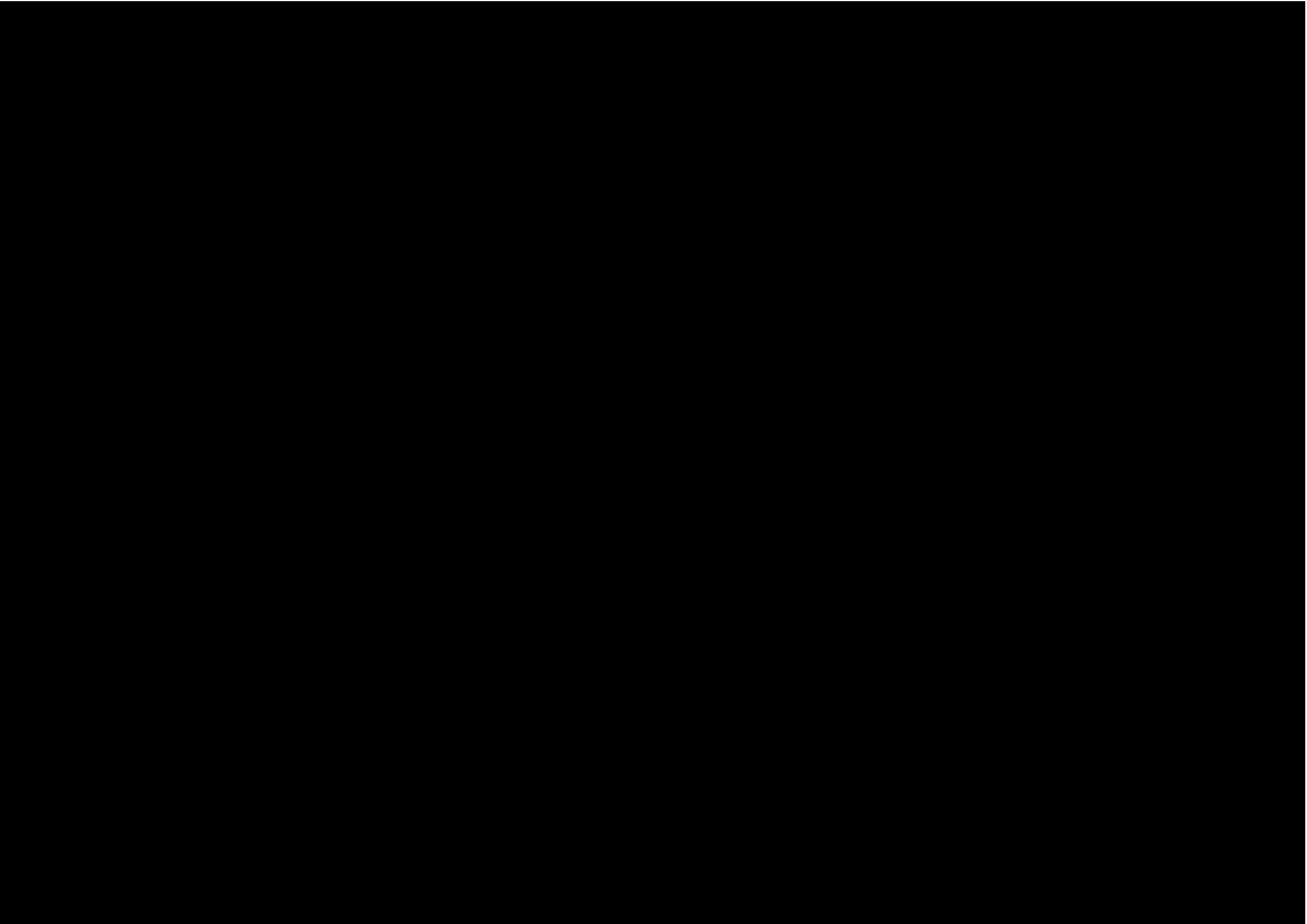
Schedule 19 AADP Phase 1 City Section

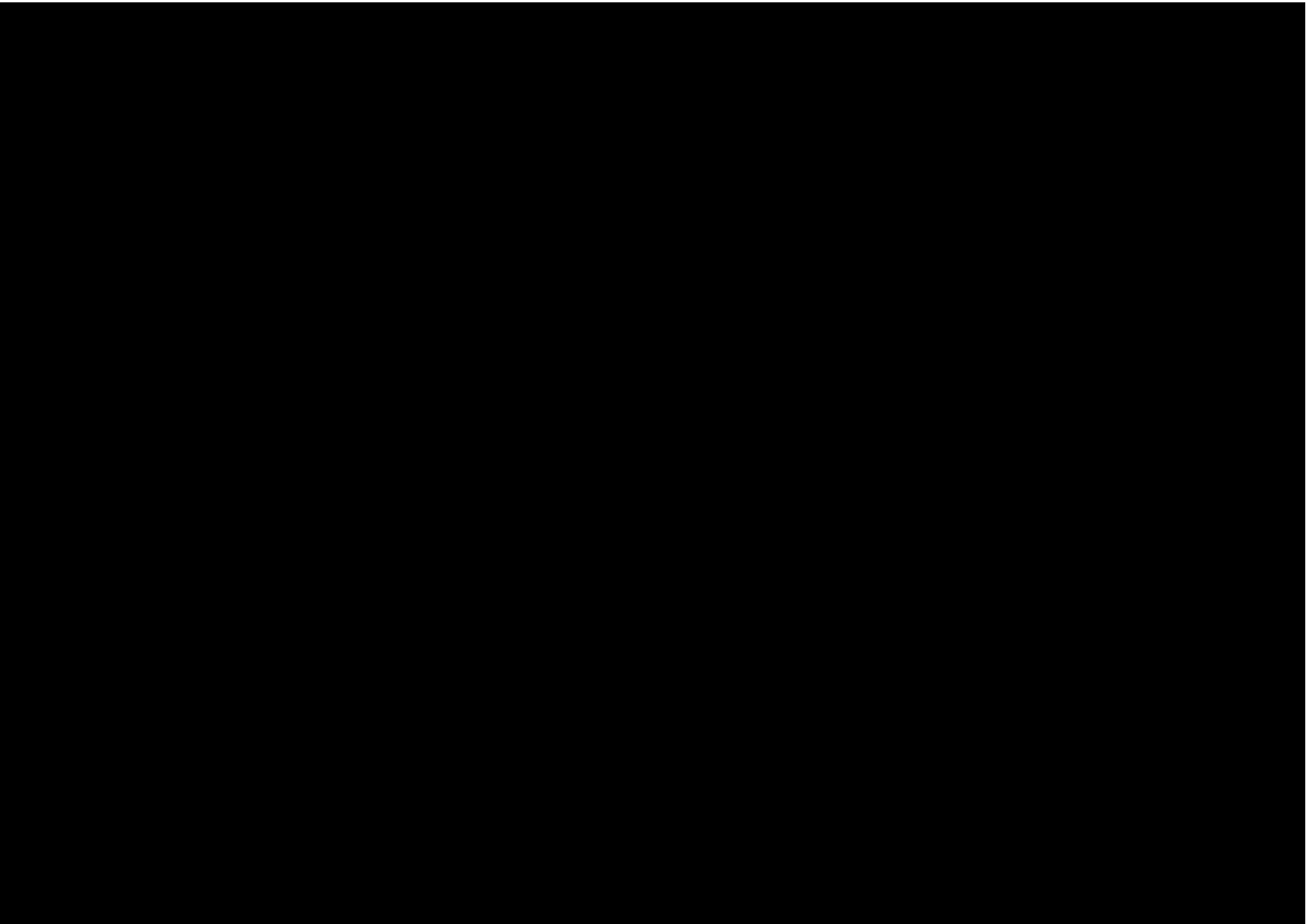
Station	Site ID	Asset ID	Asset Type	Location
Crows Nest	CN-L1	CN-LFD01	Large Format Portrait	Wall Mounted South Escalator Bulkhead - B2 Concourse
Crows Nest	CN-L2	CN-LFD02	Large Format Portrait	Wall Mounted North Escalator Bulkhead - B2 Concourse
Crows Nest	CN-M1	CN-LFD03	Large Format Portrait	Wall Mounted Platform End Walls - South
Crows Nest	CN-M2	CN-LFD04	Large Format Portrait	Wall Mounted Platform End Walls - North
Victoria Cross	VC-M1	VC-WOW01	WOW Wall 16:9	Wall Mounted under Escalator on Platform
Victoria Cross	VC-M2	VC-WOW02	WOW Wall 16:9	Wall Mounted under Escalator on Platform
Victoria Cross	VC-M3A	VC-CPD01	Portrait Digital	Wall Mounted Miller St Level Wall North - Lift Lobby
Victoria Cross	VC-M3B	VC-CPD02	Portrait Digital	Wall Mounted Miller St Level Wall North - Lift Lobby
Victoria Cross	VC-M4A	VC-CPD03	Portrait Digital	Wall Mounted Platform Mezzanine Wall North - Lift Lobby
Victoria Cross	VC-M4B	VC-CPD04	Portrait Digital	Wall Mounted Platform Mezzanine Wall North - Lift Lobby
Victoria Cross	VC-S1	VC-LD01	Landscape 32:9	Wall Mounted Platform Mezzanine Escalator Bulkhead South
Barangaroo	BR-L1	BA-LFPD01	Large Format Portrait	Wall Mounted Main Concourse Escalator Void South
Barangaroo	BR-L2	BA-LFPD02	Large Format Portrait	Wall Mounted Main Concourse Escalator Void North
Barangaroo	BR-L3	BA-LD01	Landscape 32:9	Wall Mounted under Escalator on Platform
Barangaroo	BR-L4	BA-LD02	Landscape 32:9	Wall Mounted under Escalator on Platform
Barangaroo	BR-L5	BA-WOW01	WOW Wall 16:9	Wall Mounted North Entry Escalator Void
Martin Place	MP-S1	MP-WOW01	WOW Wall 16:9	Wall Mounted 85 Northern Hall Concourse
Martin Place	MP-S3	MP-PD01	Portrait Digital	Wall Mounted 85 Northern Hall Concourse
Martin Place	MP-S4	MP-WOW02	WOW Wall 16:9	Wall Mounted 85 Northern Hall Concourse
Martin Place	MP-S6A	MP-PD02	Portrait Digital	Wall Mounted 85 Northern Hall Concourse
Martin Place	MP-S6B	MP-PD03	Portrait Digital	Wall Mounted 85 Northern Hall Concourse
Pitt Street	PS-L1	PS-LD01	Landscape 32:9	Wall Mounted North Entry Escalator
Pitt Street	PS-L2	PS-LFPD01	Large Format Portrait	Wall Mounted South Entry Escalator
Central	C-L1	CS-LFPD01	Large Format Portrait	Wall Mounted on Southern Platform Wall
Central	C-M1	CS-CPD01	Portrait Digital	Wall Mounted under Escalator on Platform
Central	C-M2	CS-CPD02	Portrait Digital	Wall Mounted under Escalator on Platform
Central	C-M3	CS-CPD03	Portrait Digital	Wall Mounted under Escalator on Platform
Central	C-M4	CS-CPD04	Portrait Digital	Wall Mounted under Escalator on Platform
Waterloo	WL-L1	WS-LFPD01	Large Format Portrait	Wall Mounted Concourse Level South Wall
Waterloo	WL-M1A	WS-CPD01	Portrait Digital	Wall Mounted under Escalator on Platform
Waterloo	WL-M1B	WS-CPD02	Portrait Digital	Wall Mounted under Escalator on Platform
Waterloo	WL-M2	WS-CPD03	Portrait Digital	Wall Mounted under Escalator on Platform
Waterloo	WL-M3	WS-CPD04	Portrait Digital	Wall Mounted Platform End Walls - North
Waterloo	WL-M4A	WS-CPD05	Portrait Digital	Wall Mounted Platform End Walls - South
Waterloo	WL-M4B	WS-CPD06	Portrait Digital	Wall Mounted Platform End Walls - South
Sydenham	SH-M1A	SS-PD01	Portrait Digital	Floor Mounted Platform 1 Paid Side North Entrance
Sydenham	SH-M1B	SS-PD02	Portrait Digital	Floor Mounted Platform 1 Paid Side North Entrance
Sydenham	SH-M3	SS-PD03	Portrait Digital	Floor Mounted Platform 2 City End
Sydenham	SH-S2	SS-PD04	Portrait Digital	Floor Mounted Platform 1 End Shunt Track
Sydenham	SH-S4	SS-PD05	Portrait Digital	Floor Mounted Platform 2 Base of Stairs

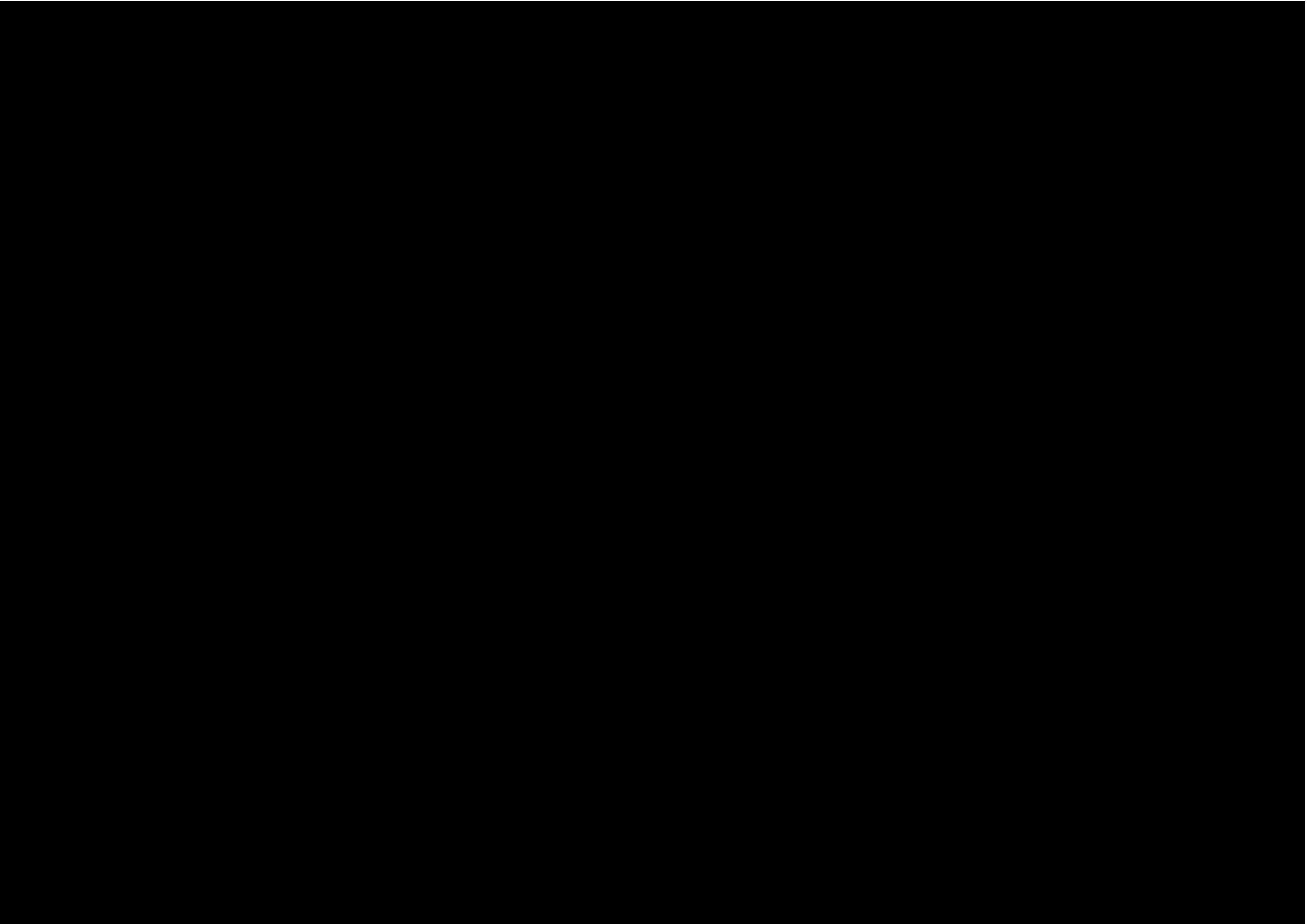


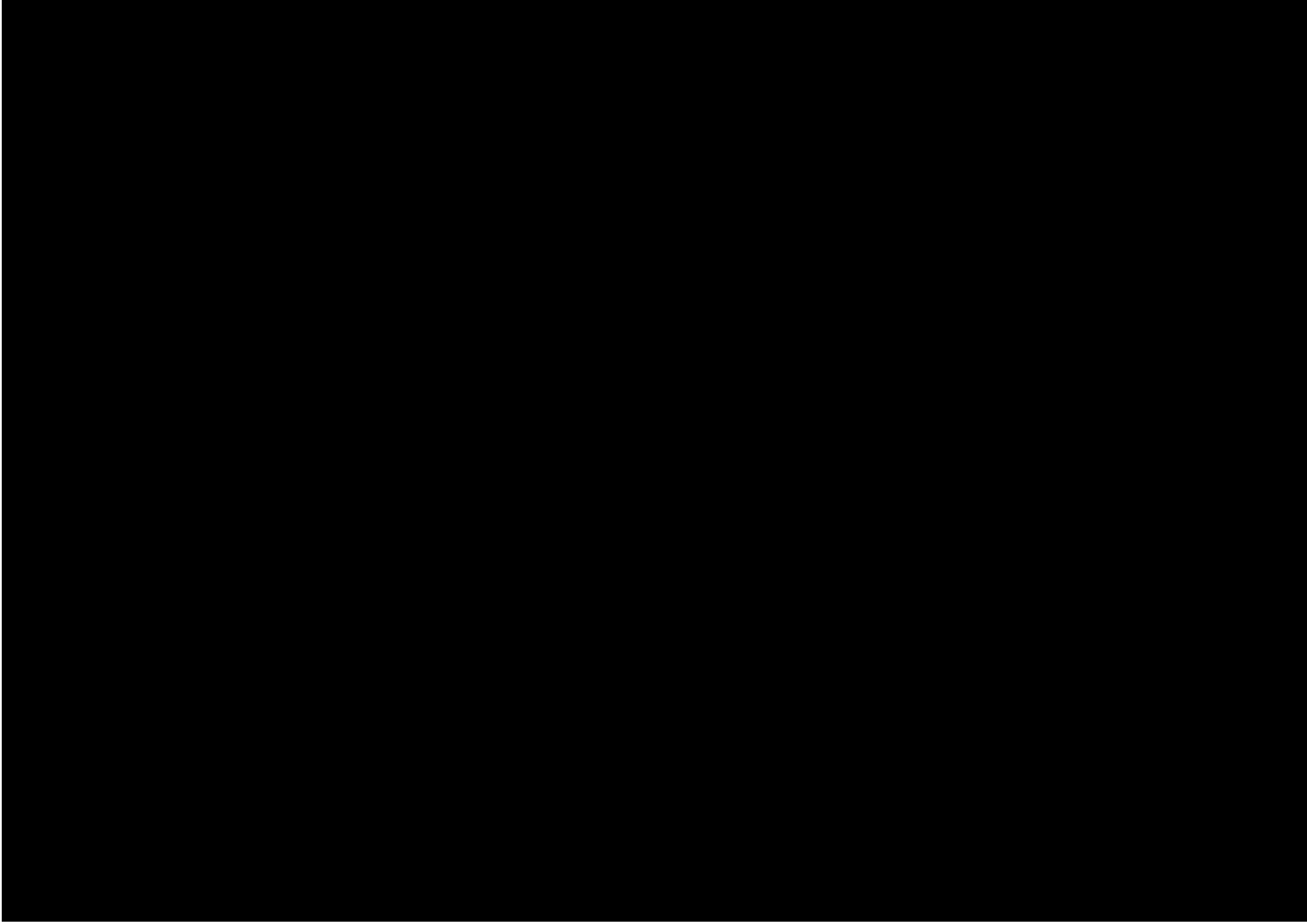


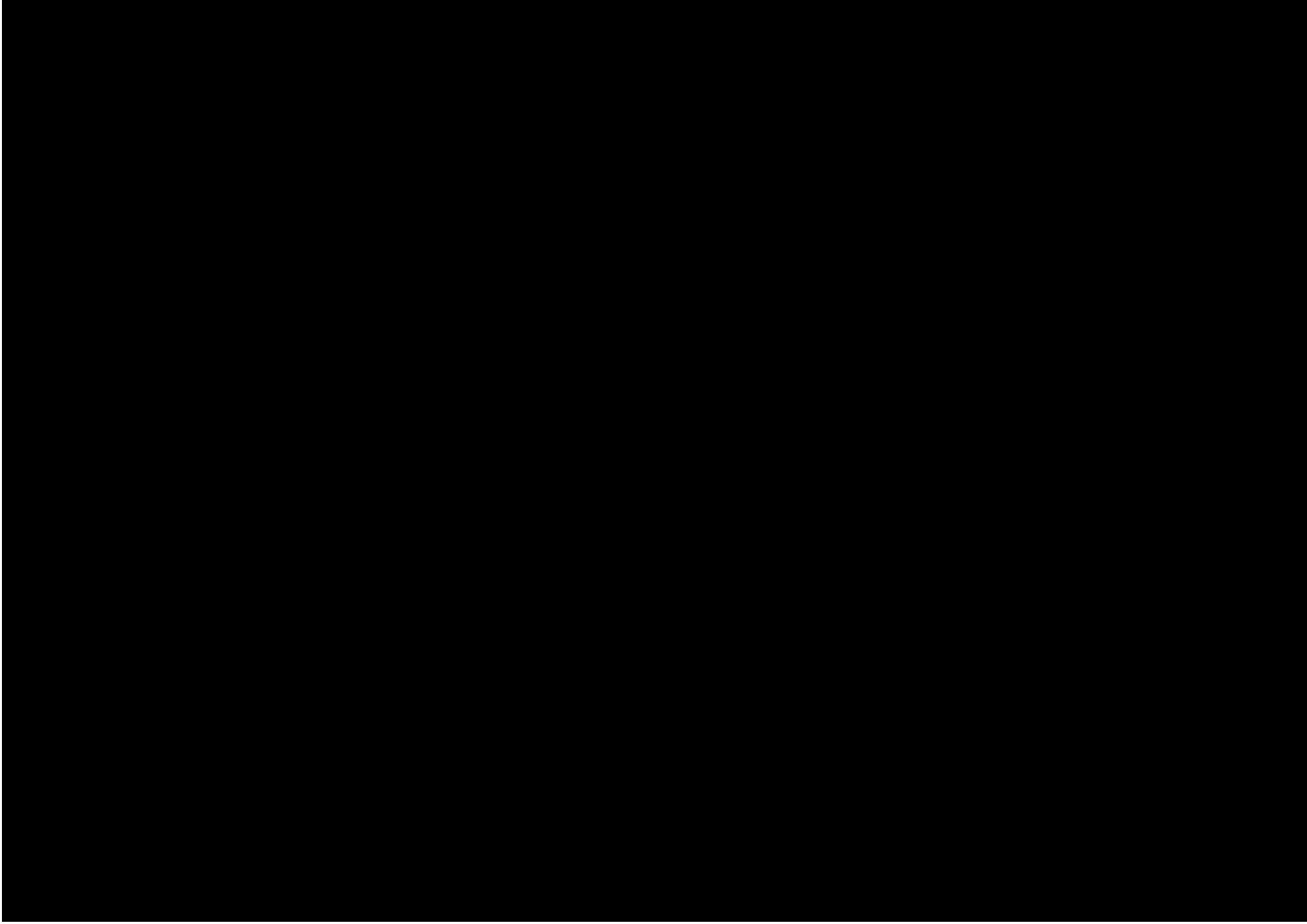


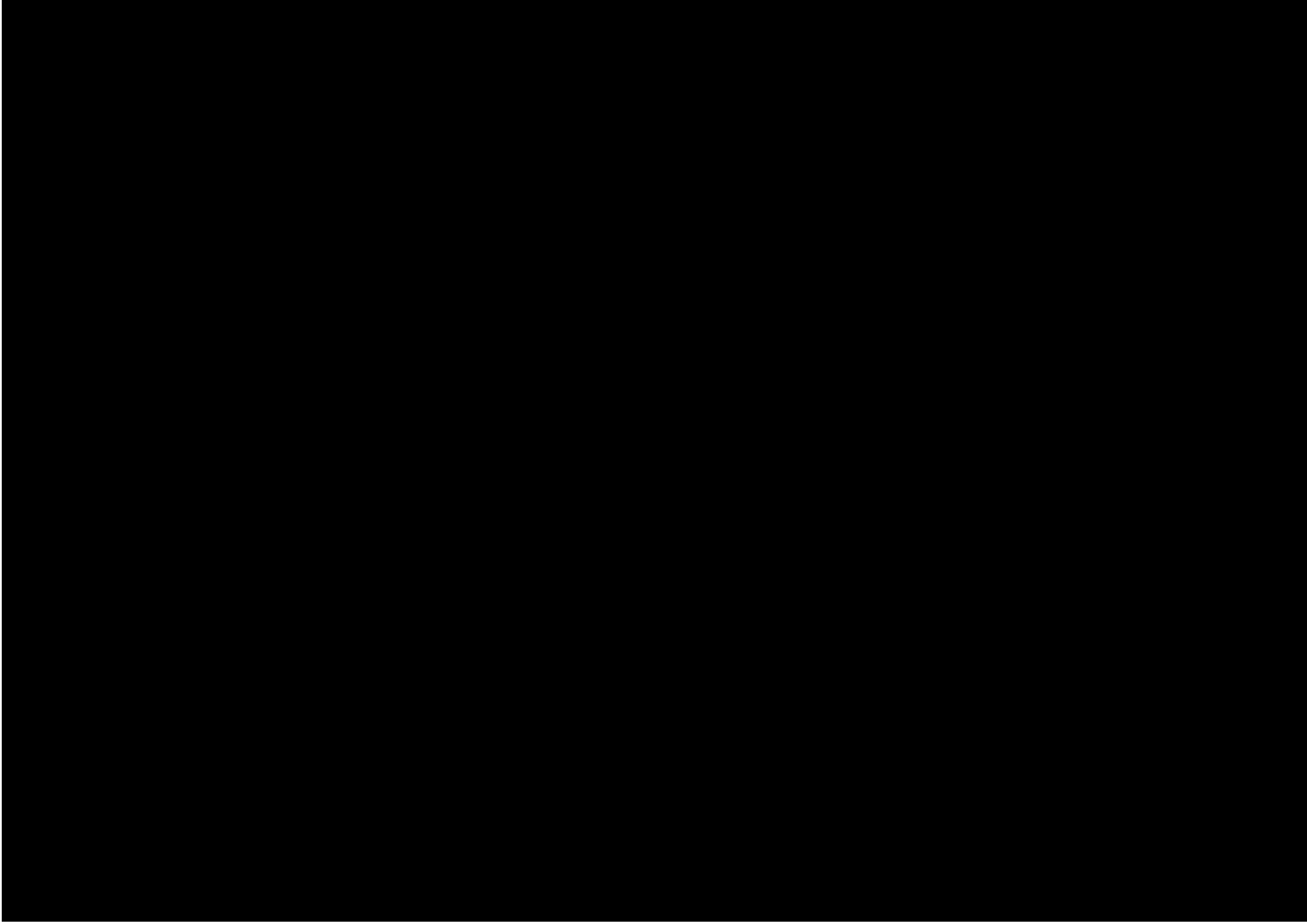










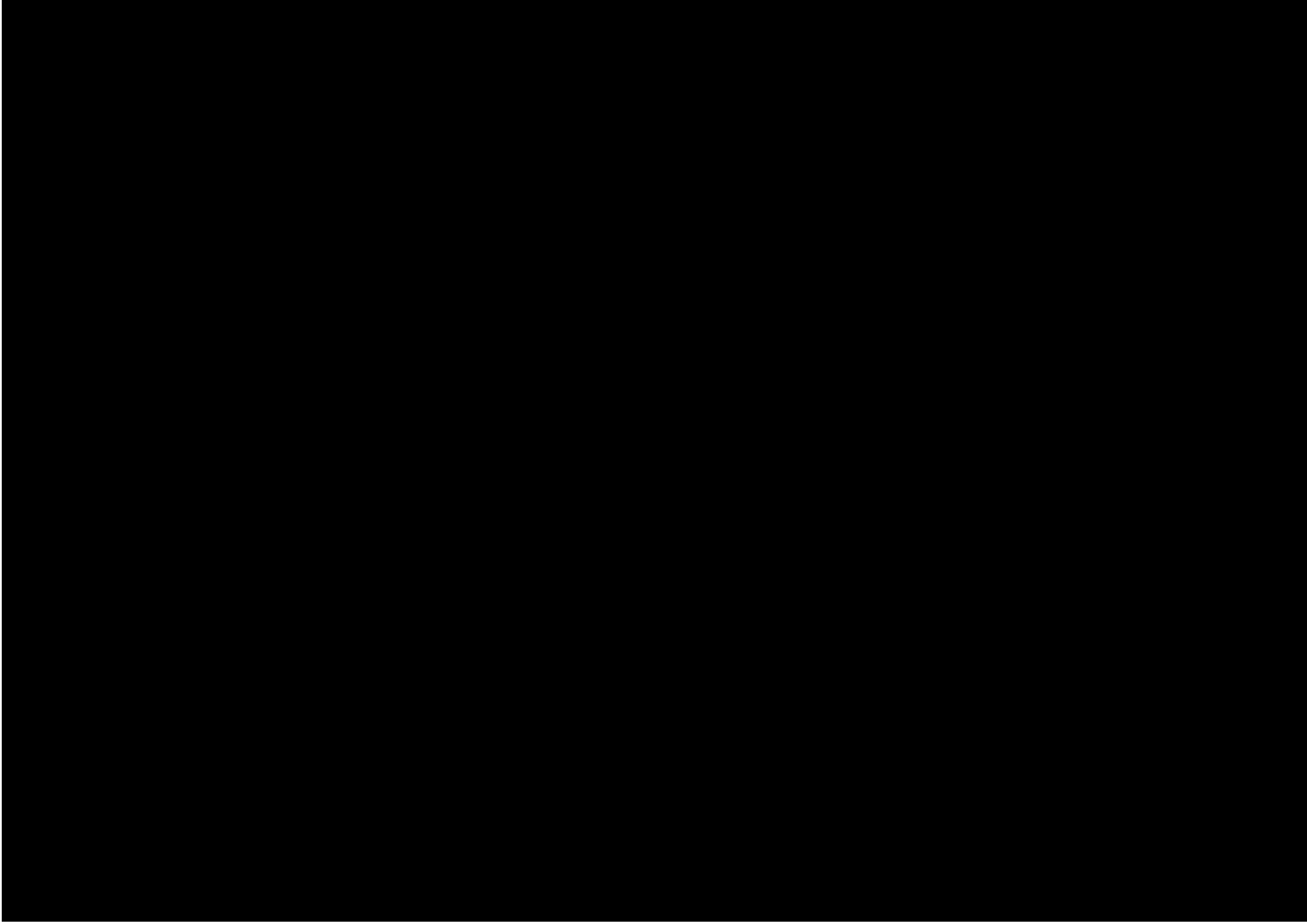


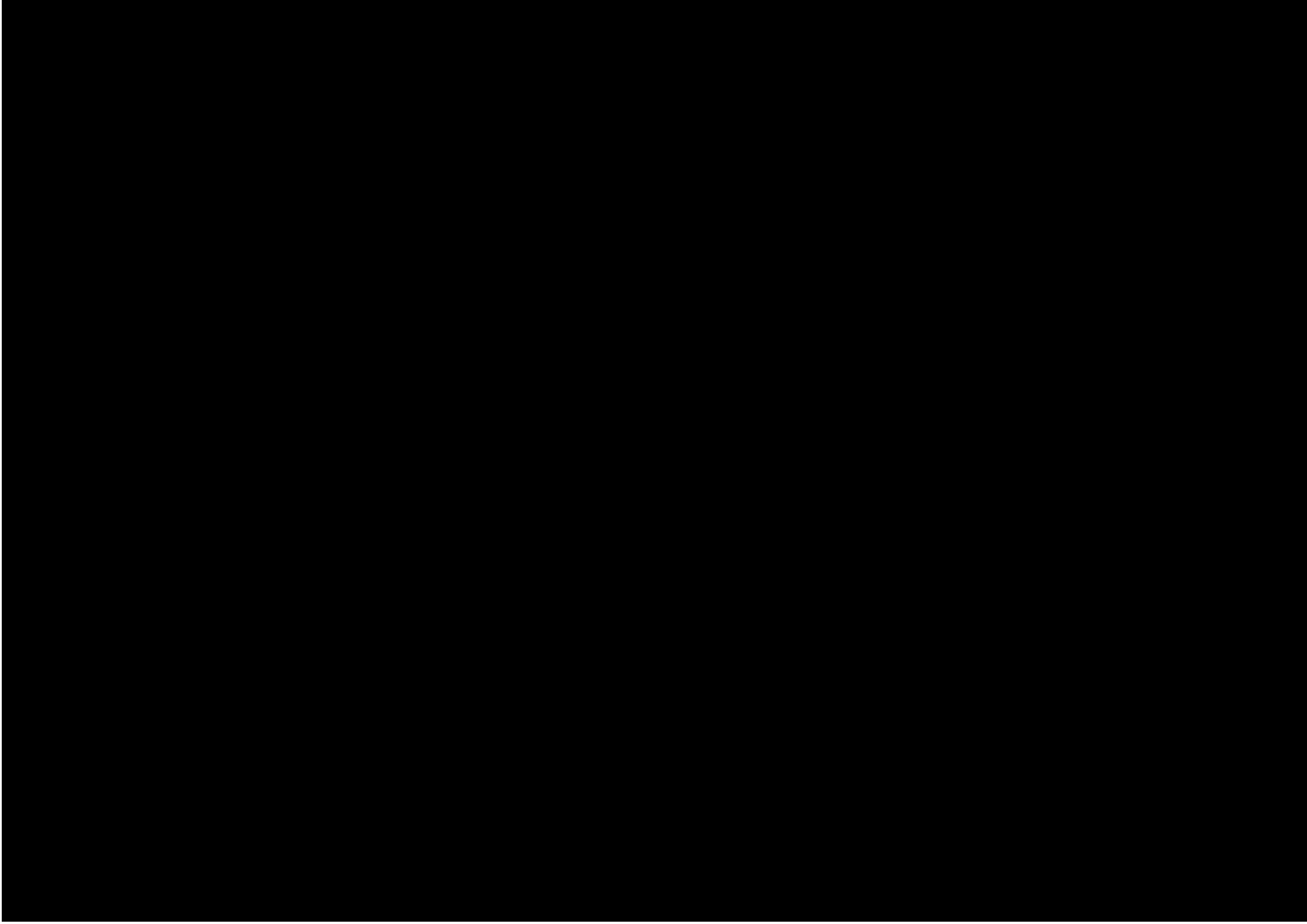
Schedule 19A - Initial AADPs (Optional)

Schedule 19a AADP

Schedule 19a AADP

Station	Site ID	Asset ID	Asset Type	Location
Barangaroo	BR-GF1A	BA-CPD01	Portrait Digital	Wall Mounted Escalator landing opposite BR-L5 on Level B2
Barangaroo	BR-GF1B	BA-CPD02	Portrait Digital	Wall Mounted Escalator landing opposite BR-L5 on Level B2
Martin Place	MP-GF-1	MP-WOW03	WOW Wall 16:9	Wall Mounted Eastern Suburbs Link Corridor Southern Hall Concourse
Martin Place	MP-1AB-1-24	MP-DD01	Portrait Digital	Escalator walls
Pitt Street	PS-GF3A	PS-LFPD/C01	Curved Screen	North Platform Adit (asset needs to be curved screen due to curved GRC panels)
Pitt Street	PS-GF3B	PS-LFPD/C01	Curved Screen	North Platform Adit (asset needs to be curved screen due to curved GRC panels)
Pitt Street	PS-GF4A	PS-LFPD/C01	Curved Screen	South Platform Adit (asset needs to be curved screen due to curved GRC panels)
Pitt Street	PS-GF4B	PS-LFPD/C01	Curved Screen	South Platform Adit (asset needs to be curved screen due to curved GRC panels)
Dulwich Hill	DH-GF2	Dulwich Hill-PD02	Portrait Digital	Floor Mounted Station Entry
Hurlstone Park	HP-GF1B	Hurlstone Park-PD03	Portrait Digital	Floor Mounted Concourse plaza
Canterbury	CB-GF1	Canterbury-PD04	Portrait Digital	Floor Mounted Paid Concourse near station office
Campsie	CP-GF2	Campsie-PD05	Portrait Digital	Floor Mounted Paid Concourse near gateline
Belmore	BM-GF1	Belmore-PD06	Portrait Digital	Floor Mounted Platform base of stairs
Lakemba	L-1	Lakemba-PD07	Portrait Digital	Floor Mounted Unpaid Concourse
Wiley Park	WP-GF2	Wiley Park-PD08	Portrait Digital	Floor Mounted Concourse plaza
Punchbowl	PB-GF1	Punchbowl-PD09	Portrait Digital	Floor Mounted Concourse
Bankstown	BT-GF2	Bankstown-PD01	Portrait Digital	Floor Mounted Platform 2 South





Schedule 20 - Rail Operations Standard

Part A - Rail Operating Conditions Standard



Rail Operating Conditions Standard

SM-18-00058177

Metro Body of Knowledge (MBoK)

Applicable to:	Sydney Metro
Document Owner:	Deputy Executive Director, Health and Safety
System Owner:	Deputy Executive Director, Health and Safety
Status:	Final
Version:	3.0
Date of issue:	30 July 2021
Review date:	30 July 2023
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1. Introduction

As the Rail Infrastructure Manager for the delivery of the Sydney Metro railway, Sydney Metro has an obligation to establish rules (rail operating conditions) for the operation and movement of rolling stock by Rolling Stock Operators on Sydney Metro Rail Sites.

2. Purpose

The purpose of this Standard is to prescribe the rail operating conditions that must be observed on Sydney Metro Rail Sites.

3. Scope

This Standard applies to all Classified Rolling stock that, as part of their operation and/or work, will be required to enter Sydney Metro Rail Sites.

This Standard does not apply:

- On other Rail Transport Operator (RTO) Rail Sites or for any Sydney Metro related work performed on other RTO Rail Sites;
- To passenger and freight trains in commercial operation.

4. Definitions

All terminology in this Standard is taken to mean the generally accepted or dictionary definition. Other terms and jargon specific to this Standard are defined within the [SM-17-00000203 Sydney Metro Glossary](#). Acronyms specific to this Standard are listed below.

	Definitions
Certificate of Compliance	A certificate issued by a competent body or person that certifies that a particular piece of rolling stock or plant has been tested for compliance with the appropriate interface standards and is considered safe to operate on Sydney Metro managed infrastructure
Classified Rolling stock	Rolling stock specifically identified as vehicles or plant, including trolleys and trailers, which are designed to operate on a railway track and participate in the construction and maintenance of rail infrastructure. May include passenger rolling stock being tested under Sydney Metro's RIM accreditation.
Consist	An approved listed order of rolling stock items coupled together to make up a complete rail vehicle.
Construction Site	A site under construction without the potential for any rail traffic movements.
Convoy	A group of track vehicles not coupled but travelling closely together
Failed rolling stock	Self-propelled Classified Rolling Stock that has suffered a partial or complete failure such that it cannot continue to work or complete its journey under its own power. It remains disabled until the failure is corrected or it is declared a failure and assisted from the section.
Independent Competent Person (ICP)	A person approved by Sydney Metro who has been assessed as having the necessary competence to assess rolling stock against appropriate technical standards and deem it fit for use on the Sydney Metro network.

	Definitions
Network Access Level Crossings	Generally permanent level crossings provided at authorised locations for Network maintenance. Excludes public level crossings and private level crossings.
ONRSR	Office of the National Rail Safety Regulator
Operating Exemption	A document issued by a competent Sydney Metro representative that authorises a piece of rolling stock or plant, based on historical compliance with pre-existing acceptance standards, for continued operation on or across Sydney Metro managed infrastructure for a defined period.
Operating Waiver	A document issued by a competent Sydney Metro representative that authorises the one off movement of a piece of rolling stock or plant on or across Sydney Metro managed Infrastructure, based on sufficient evidence that risk control measures are in place.
Other RTO Rail Site	A rail site managed and controlled by another accredited RTO where the Safety Management System of the other RTO applies.
Possession Protection Officer (PPO)	The Competent Worker responsible for coordinating protection of worksites under a Sydney Metro Local Possession Authority (SMLPA). See also Protection Officer.
Protection Officer (PO)	The Competent Worker responsible for managing the rail safety component of worksite protection.
Rail Site	A site where rails are fastened in position and there is potential for rail mounted vehicles to operate.
RSNL	Rail Safety National Law (NSW) No 82a of 2012
RTO	Rail Transport Operator as defined in the RSNL
RIM	Rail Infrastructure Manager as defined in the RSNL
RSO	Rolling Stock Operator as defined in the RSNL
SMLPA	Sydney Metro Local Possession Authority.
Sydney Metro Rail Site	<ul style="list-style-type: none"> A Sydney Metro-managed and controlled rail site which has no interface access with other rail sites or rail systems. An access interface is considered removed if points that allow entry and exit to the site are secured and a physical barrier is established at the limits of the Sydney Metro rail site. <p>Note: Should a Sydney Metro rail site encroach on the Danger Zone of any other adjoining RTO rail sites, adjacent line protection must be implemented and managed in accordance with the rules of the adjoining RTO.</p>
Rolling Stock Register	<p>The Sydney Metro Rolling Stock Register is a list of all rolling stock that has been certified for use on Sydney Metro rail sites in accordance with Sydney Metro's Rail Operating Conditions Standard and Procedure.</p> <p>Rail Vehicle Registration is managed by Sydney Metro using SM-20-00046300 Rolling Stock Acceptance Procedure.</p>

5. Accountabilities

The Deputy Executive Director Health & Safety is accountable for this Standard including authorising the document, monitoring its effectiveness and performing a formal document review.

Direct Reports to the Chief Executive are accountable for ensuring the requirements of this Standard are implemented within their area of responsibility where applicable.

Direct Reports to the Chief Executive who are accountable for specific projects/programs are accountable for ensuring associated contractors comply with the requirements of this Standard where applicable.

6. Standard Requirements

The following requirements are applicable to all rolling stock operations on Sydney Metro rail sites.

6.1. Overview of Classified Rolling Stock Registration Requirements

In its capacity as an accredited Rail Infrastructure Manager (RIM), Sydney Metro is not accredited to operate rolling stock. All operation of rolling stock on Sydney Metro rail sites must be undertaken by an accredited Rolling Stock Operator (RSO).

Sydney Metro requires that an RSO seeking to operate rolling stock on a Sydney Metro rail site will apply to Sydney Metro using the Application for Rolling Stock Assessment Form. Applications will be assessed based on their compliance with [SM-20-00046618 Minimum Rolling Stock Requirements Standard](#) and managed using [SM-20-00046300 Rolling Stock Acceptance Procedure](#).

Classified Rolling stock to be operated by an RSO on Sydney Metro sites must be inspected and certified by an Independent Competent Person (ICP), approved by Sydney Metro and listed on the Sydney Metro Accepted Rolling Stock Register with any limitations or restrictions listed.

A vehicle will become automatically de-registered under any of the following circumstances:

- Following a derailment, collision or other nominated safety incident involving the vehicle on a worksite;
- Following a change of vehicle ownership;
- Following a modification to the vehicle that could affect its performance;
- Following an audit that identifies deficiencies in the vehicle's maintenance records;
- Following a failure to carry out the required pre-work inspection;
- Where the pre-work inspection identifies deficiencies that are deemed to make the vehicle unsafe or not suitable for operation;
- After the annual registration expiry date.

The de-registration must remain in place until such time as the vehicle owner can demonstrate, through re-application, inspection and/or testing or through documentation submitted by an ICP, that the vehicle meets the acceptance requirements and is safe to operate.

Non-registered Classified Rolling stock are not permitted to operate on or across Sydney Metro rail sites unless they are covered by an operating waiver authorised by the Sydney Metro Associate Executive Director Engineering or their nominated representative.

Where infrastructure maintenance vehicles have been confirmed as meeting the requirements for registration, approved and accepted for operation on other rail networks, those vehicles may be accepted, at Sydney Metro's discretion, and be registered to operate under an operating exemption. Operating exemptions must only be issued by Associate Executive Director Engineering or their nominated representative.

Exemptions will be granted for a defined period after which the exemption will lapse. If the exemption is still required a further exemption will need to be applied for.

All Classified Rolling stock proposed for operation on Sydney Metro managed worksites must be covered by a documented maintenance regime specifically designed to ensure operating safety and reliability. Registration is conditional on having maintenance standards in place and that vehicles are maintained to those standards.

6.2. Operating Instructions

All Classified Rolling stock operating on or across Sydney Metro rail sites must comply with the conditions contained in this Standard.

Prior to travelling or working on a Sydney Metro rail site, vehicle operators must be issued with operating instructions which specify the technical and safety requirements that are to be followed by the accredited RSO accountable for the movement. Any specified technical or safety requirements must, as a minimum, address any requirements specified by Sydney Metro as the accredited RIM.

These operating instructions are determined prior to the possession, during the possession planning process. Operators will be advised of special requirements and/or operating constraints during the pre-possession briefing by the Possession Protection Officer (PPO).

6.2.1. Placement, Removal and Movement of Classified Rolling Stock

The placement, removal and movement of all Classified Rolling Stock must be authorised by the PPO or a competent person delegated by the PPO. Before Classified Rolling Stock travels or operates on a Sydney Metro rail site, the rolling stock must, as a minimum, comply with sections 6.3.2; 6.3.3; 6.3.4; 6.3.5; 6.3.6 of this Standard.

6.2.2. Track Vehicles occupying a portion of track

Rolling stock movement is to be performed under the protection of a Sydney Metro Local Possession Authority (SMLPA). Track vehicles may occupy a portion of track only with the authority of the PPO responsible for the SMLPA, and within the limits of the SMLPA.

6.2.3. Radio Communication

All self-propelled Classified Rolling Stock operating on or across a Sydney Metro rail site must be equipped with radio communication, sufficient to allow radio communications between the operator and the PPO or competent person delegated by the PPO.



If the radio communication provided on the self-propelled Classified Rolling Stock is found or reported to be defective while operating on a Sydney Metro rail site, the operator must report the failure, as soon as possible to the PPO.

6.2.4. Headlights and Warning Lights

All self-propelled Classified Rolling Stock that operates or travels on a Sydney Metro rail site must be fitted with

- a headlight, and tail and marker lights;
- an orange flashing light or hazard lights that must be switched on and operating when:
 - the vehicle brakes are applied;
 - the horn (whistle) is operated;
 - the vehicle reverses;
 - as otherwise required for safety reasons.

All Trolleys and trailers that operate or travel on a Sydney Metro rail site must be fitted with and display suitable front and rear lights.



If the headlight, tail and marker lights of self-propelled Classified Rolling Stock are suspected or reported to be defective during work or travel, the vehicle must be removed from the Sydney Metro rail site, or if agreed by the PPO, the defective headlight, tail or marker lights may be repaired or replaced whilst remaining on the Sydney Metro rail site after it has stopped work or travel, and has been appropriately protected by the PPO or a Protection Officer (PO).

6.2.5. Classified Rolling Stock Audibility

All self-propelled Classified Rolling Stock operating on or across a Sydney Metro rail site must be equipped with a device such as a bell, whistle, siren, horn or hooter to give audible warning.



If the audible warning equipment provided on self-propelled Classified Rolling Stock becomes defective during work or travel, the vehicle must be removed from the Sydney Metro rail site, or if agreed by the PPO, the audible warning equipment may be repaired or replaced whilst remaining on the Sydney Metro rail site after it has stopped work or travel, and has been appropriately protected by the PPO or a PO.

6.2.6. Emergency Equipment

Self-propelled Classified Rolling Stock must carry the minimum following emergency equipment:

- working two-way radio communication;
- 2 red and 2 green flags;
- at least 12 Railway Track Signals;
- 2 multi-coloured hand lamps or torches.



There may be additional emergency equipment requirements when rolling stock is used on Sydney Metro projects for construction and commissioning purposes, or operates on other rail networks.

6.2.7. Operation of Classified Rolling Stock within a Consist

Some infrastructure maintenance vehicles/plant can be coupled together and operated as a single consist. In this case, the operator in the leading vehicle must have full control of the brakes for all vehicles in the vehicle consist.

Prior to coupling vehicles into a consist the entire consist must be submitted to Sydney Metro for approval. If the consist is approved it will be included in the Sydney Metro Rolling Stock Register. The consist can only be formed and operated using the approved vehicles in the nominated sequence.

6.2.8. Detaching and or Attaching Classified Rolling Stock

When it is necessary to detach and/or attach vehicles within a Sydney Metro rail site, it is the responsibility of a competent person to perform the task, in consultation with the PPO or a competent person delegated by the PPO. The PPO or a competent person delegated by the PPO must ensure that all unrelated personnel are kept at a safe distance from any operations.

6.2.9. Classified Rolling Stock Restricted Operations

There are a number of track maintenance vehicles subject to certification restrictions that can only operate within protected rail sites. These vehicles are identified within the Sydney Metro Accepted Rolling Stock Register. No other vehicles must be permitted to pass these vehicles on any adjacent lines until these vehicles have come to a stand and are confirmed to be clear of the adjacent line by the PPO or a competent person delegated by the PPO.

6.2.10. Operation of Trolleys and Trailers

Trolleys are small non-powered, flat-top, track vehicles used for conveying tools and equipment along the track. They can be readily removed from the track. A trolley is a manually powered vehicle which at all times, must be accompanied by enough personnel to control and remove the vehicle from the track, as required. The trolley must not:

- travel faster than walking pace;
- be used to convey personnel;
- be towed or pushed by any other vehicle.

All trolleys must be fitted with a spring applied brake system that will stop and hold the fully loaded trolley indefinitely on all grades in the worksite. The brake system will require a positive hand action to release and hold the brake in the released position. Once this positive hand action is released, the brake must automatically re-apply. The brake release system must be configured so that it cannot be latched in the released position.

The operator must ensure that brakes operate correctly prior to commencing work each day.

Trailers are vehicles which are towed or propelled by a road rail vehicle whilst the road rail vehicle is in rail mode. If trailers are used the following must be considered when establishing safe operations for the particular site:

- the maximum expected trailing/pushing load;
- breakaway systems;

- suitability of the road rail vehicle structure to safely haul the total load;
- compatibility of coupling systems;
- effect of trailer on:
 - road rail vehicle braking;
 - the field of view; and
 - the ability of persons to hear audible warning devices, including reversing alarms.

6.2.11. Parking Brake or Handbrake Requirements

Self-propelled Classified Rolling Stock travelling or working on a Sydney Metro rail site must be fitted with an operative parking brake capable of holding the vehicle in the fully loaded condition on gradients of at least 1 in 22.

If an automatic air brake is fitted it must not be relied upon to hold a vehicle stationary on a grade for periods exceeding 10 minutes unless the vehicle is fitted with a pressure maintaining brake valve and the valve is switched on and working.

When a vehicle is parked or unattended, the parking brakes or hand brakes must be applied in accordance with Table 1 below.

Table 1: Handbrake Requirement

Vehicles or majority of train on the gradient	Minimum number of Parking Brakes/Handbrakes
Level to 1 in 100	3 in 10 (30%)
1 in 99 to 1 in 50	5 in 10 (50%)
1 in 49 to 1 in 33	8 in 10 (80%)
Steeper than 1 in 33	All (100%)

When a vehicle is parked or unattended on a grade greater than 1 in 40, in addition to the application of handbrakes, approved wheel chocks must be used to chock, on the down grade side, of the wheels of an adequate number of vehicles to secure them from unintentional movement.



- Where the required percentages of available parking brakes/handbrakes in a train consist cannot be met, additional brakes must be applied e.g. 3 parking brakes/handbrakes out of 4 wagons is 75%, therefore all 4 parking brakes/handbrakes must be applied to meet the 80% requirement.
- Where there is a mixture of loaded and empty wagons the parking brakes/handbrakes on the loaded wagons must be applied first.
- Where wheel chocks are used in addition to parking brakes/handbrakes, care must be used to safely remove them before moving the vehicle or train.

6.2.12. Climbing on Classified Rolling Stock

Climbing on rolling stock creates risk of injury to personnel from possible slips or falls. Climbing above the normal floor level of rolling stock creates further risks particularly where overhead electrical infrastructure is present.

Workers must not climb above the normal floor level of Classified Rolling Stock unless correct authorisation/permits have been obtained, this may include electrical and working at heights. A Safe Work Method Statement (SWMS) must be available for these types of activities.



All rolling stock working around electrical overhead infrastructure must have electrical danger warning signs prominently displayed adjacent to roof ladders, crane jibs, cherry picker buckets and elevating platforms.

6.2.13. Riding on Classified Rolling Stock

Riding on moving Classified Rolling Stock is only permitted within a designated operating station or other enclosed space specifically designed to protect persons during the movement of the rolling stock.

Workers must not ride on the steps, platforms or decks of moving Classified Rolling Stock in the worksite.

6.2.14. Speed Restrictions during Very Hot Weather

During very hot weather conditions, on ballasted track, there is a risk of track misalignment due to track expansion and buckling.



To reduce the risks involved, the speed of Classified Rolling Stock operating on or across a Sydney Metro rail site must not exceed 15 km/h when the ambient air temperature at the site reaches 35 degrees Celsius or above. In extreme cases, work may need to be suspended.

The PPO must:

- implement these requirements in consultation with the Project Manager;
- record, in permanent form, the times that these restrictions are imposed, altered or cancelled.

6.2.15. Exceed SMLPA Limits or Worksite Limits

Operators of self-propelled Classified Rolling Stock travelling or working on a Sydney Metro rail site who find they have exceeded the limits of the SMLPA or worksite they are occupying must immediately:

- Stop their vehicle;
- Tell the PPO or the nearest PO.

The PPO or PO must:

- Stop vehicles that have exceeded the SMLPA or worksite limits and not stopped;
- Stop and prevent other movements that are at risk;
- Instruct affected vehicle operators to wait for further instructions;
- In the case of a PO being initially informed, tell the PPO.

The PPO must arrange to:

- Assess if the operator, and anyone else involved, is fit to continue working;
- determine the method of working to be used to clear the vehicle;
- advise the Sydney Metro Principal's Representative and the relevant Project Health and Safety Director.

6.2.16. Level Crossings

Where network access level crossings exist within the limits of the SMLPA on a Sydney Metro rail site, Operators of self-propelled Classified Rolling Stock must:

- stop short of the level crossing;
- ensure approaching road and pedestrian traffic has stopped;
- proceed over the level crossing only if it is safe to do so.

6.2.17. Operation of Classified Rolling Stock over Points

Operators of self-propelled Classified Rolling Stock must not travel over points in a Sydney Metro rail site without the authority of the PPO or a PO.

6.2.18. Classified Rolling Stock Integrity

Operators of self-propelled Classified Rolling Stock operating on a Sydney Metro rail site must make sure that vehicle attachments, doors and loads are secured within the relevant rolling stock outline or have the authorisation of the Associate Executive Director Engineering or delegate. Refer to section 6.1 above.



If a defect is found on self-propelled Classified Rolling Stock operating on a Sydney Metro rail site that infringes the allowable rolling stock outline, the affected vehicle must be:

- removed from service until modified and recertified as fit for operation;
- if required, authorised to travel as an out-of-gauge vehicle by the Sydney Metro Associate Executive Director Engineering.

6.2.19. Loading Requirements and Restrictions

The following loading requirements and restrictions apply to self-propelled Classified Rolling Stock operating on a Sydney Metro rail site:

- any load exceeding the permissible limits of the loading is referred to as 'out-of-gauge';
- out-of-gauge loads / rolling stock must not operate without the authorisation of the Sydney Metro Associate Executive Director Engineering or delegate;
- all loads on self-propelled Classified Rolling Stock must be sufficiently secured to prevent movement during transit;
- vehicles must be loaded such that they do not exceed loading outlines, axle load limits or weight distribution restrictions;

- securing devices, loose chains, chain/webbing ends, must be firmly secured to guard against the possibility of their working loose, and either falling off or trailing from the rolling stock when moving;
- suitable means for securing a load on or in a wagon is to be selected with consideration given to the type and construction of the load to be carried, and the wagon on or in which the load is to be carried;
- the door locking mechanisms on containers and open wagons must be maintained in good condition and working order and secured and locked.



If there is any doubt regarding a consignment and the safety thereof, it MUST NOT be operated on a Sydney Metro rail site until it has been certified by an Independent Competent Person.

6.2.20. Load Integrity

If there is an actual occurrence, or any doubt regarding the integrity of the load of a vehicle operating on a Sydney Metro rail site, the vehicle must be stopped and inspected immediately.

The PPO must be contacted to arrange the inspection of any points, and other infrastructure that may have been affected by dropping, dragging or falling objects.

The operator of the vehicle must arrange to have the load of the vehicle properly secured and verified before the PPO will authorise work to continue or the journey to be completed.

6.2.21. Assisting Disabled Classified Rolling Stock

When self-propelled Classified Rolling Stock operating on a Sydney Metro rail site suffers a partial or complete failure such that it cannot continue to work or complete its journey under its own power, it is classified as disabled. If Classified Rolling Stock has been declared as disabled and the fault is rectified on site, it must not then be moved under its own power, without the authorisation of the PO/PPO.

Before disabled Classified Rolling Stock is assisted by other Classified Rolling Stock, the Operator's representative must ensure it is safe to travel.


If the disabled Classified Rolling Stock is amalgamated with similar Classified Rolling Stock, Sydney Metro's operating procedures will apply.

6.2.22. Dealing with Fires on Classified Rolling Stock

When dealing with fires on self-propelled Classified Rolling Stock operating on a Sydney Metro rail site, Operators, PPOs, POs and workers must consider:

- The location on the network;
- The safety of other workers and themselves;
- Access and egress for evacuating persons and fighting the fire, taking into consideration the potential impacts of the fire on the rail infrastructure more broadly – for example, availability of traction supply or tunnel exhaust systems;
- Risks from smoke and toxic fumes;

- Risk of fire spreading to other vehicles;
- Risk of fire to other lines and infrastructure;
- Environmental factors.

	<ul style="list-style-type: none"> • Do not attempt to extinguish fires near high voltage equipment, unless specially trained. • If the vehicle is required to stop immediately, try to stop in a safe, accessible place. • Immediately inform the PPO or nearest PO and agree on the procedure to be followed, including who will call for the assistance of the fire brigade, if required, and notification to any adjacent Infrastructure owners. • If applicable and possible, secure the burning vehicle and detach it from any other vehicles. • If you are trained and have the necessary equipment, fight the fire – do not put your safety at risk to fight the fire. • When the fire has been extinguished, the rolling stock must not be moved and the work in the vicinity will not resume until approval has been obtained from an authorised fire officer.
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6.2.23. Classified Rolling Stock Travelling or Working Safely in Convoy

Before moving, the track vehicle operator in control of the convoy shall perform a pre-start briefing to instruct all other operators in the convoy of the rules of the convoy and actions to be taken in the event of an incident:

- Ideally the convoy should be structured such that the largest vehicle is the lead vehicle. This will set the pace for the convoy and reduce the risk of rear end collisions.
- The track vehicle operator in charge of the convoy shall always travel in the lead vehicle.
- Some vehicles when approved for use on Sydney Metro's network have a requirement due to braking characteristics that they must be the lead vehicle when used in a convoy.
- In all circumstances the operators must always drive to conditions.
- Ensuring that the vehicle separation distances are sufficient to avoid a collision risk and not to have excessive distance to ensure that no vehicle gets separated from the others.
- Control of speed between all the vehicles must be maintained and managed to prevent a collision risk.
- Communications within convoy must be maintained and effective. If communications are lost then the convoy must take appropriate action such as reducing speed, stopping or other agreed action decided upon before the convoy sets out. It is good practice for communications checks/tests to be regularly carried out at pre-agreed intervals between all members of the convoy.
- In the event that the operator of a vehicle in the convoy loses sight and/or contact of the vehicle that was ahead, once the operator reaches the last confirmed location of the leading vehicle, that operator must slow down and travel at restricted speed.
- All vehicles in a convoy must close-up together when required to travel over a level crossing.

6.2.24. Holding Classified Rolling Stock Stationary on a Grade

Self-propelled Classified Rolling Stock on a Sydney Metro rail site must be secured at all times against unintentional movement.

Automatic air brakes (where provided) must not be relied upon to hold self-propelled Classified Rolling Stock stationary when working or being secured stationary on a grade on a Sydney Metro rail site.

Portable wheel clamps/chocks may be used on a Sydney Metro rail site to control the unintentional movement of vehicles, provided a risk assessment has been undertaken to determine it is safe to do so, and in doing so, will not create any other unacceptable hazards in the event of a vehicle being derailed.

If handbrakes are required to hold self-propelled Classified Rolling Stock stationary on a grade on a Sydney Metro rail site, the required hand brake application and wheel chocks are to be applied in accordance with section 6.3.11 of this Standard. In the event of a vehicle or vehicles running away, the PPO or nearest PO must be immediately informed.

6.2.25. Stabling Classified Rolling Stock on a Sydney Metro rail site

Self-propelled Classified Rolling Stock may be stabled on a Sydney Metro rail site only with the authority of the PPO.

If possible, Classified Rolling Stock may be stabled on a Sydney Metro rail site on level track and inside portable devices to prevent vehicle movement, provided a risk assessment has been undertaken to determine it is safe to do so, and in doing so, will not create any other unacceptable hazards in the event of a vehicle being derailed.

6.3. Rolling Stock Safe Working Arrangements

All Classified Rolling Stock operating on or across Sydney Metro rail sites MUST comply with the following safeworking arrangements.

6.3.1. Sydney Metro Local Possession Authority (SMLPA)

A Sydney Metro Local Possession Authority (SMLPA) is the only endorsed method of worksite protection on a Sydney Metro rail site. If there is a need to use a lower (less safe) form of protection for an activity, prior approval must be obtained from the Deputy Executive Director, Health and Safety, or the Program Director.

The rules for applying the SMLPA are provided in the [SM-18-00058353 Rail Operating Procedure](#) and for work on the City South West project the Systems Connect Greenfield Possession Planning Manual is to be followed.

6.3.2. Operating Points

All points within the limits of a SMLPA, including, where provided, those that provide access to or from a SMLPA, must not be operated without the authority of the PPO.



Points must be inspected before every movement to make sure that the switch blade is tight against the stock rail. If the blade is not tight against the stock rail, the points must be secured before a movement is made.

To ensure Operators of Classified Rolling Stock maintain sufficient route knowledge of the infrastructure they are operating on, they must be inducted to the site and regularly briefed on the status of the infrastructure by the PPO or nominated representative.

6.4. Classified Rolling Stock and Vehicle Loading Conditions



If a vehicle is suspected of being overloaded then it must not be permitted to travel until its mass has been reduced to an acceptable level and authorised by the PO/PPO to resume operation.

Limited or no clearance between the suspension spring coils is a reasonable indication of overloading.

6.4.1. Permitted Rolling Stock Outlines

The permitted rolling stock outline is set out in [SM-20-00046618 Minimum Rolling Stock Requirements Standard](#).

6.4.2. Out-of-Gauge Operation

Any proposal for the operation of an out-of-gauge load or vehicle on or across Sydney Metro rail sites must be approved by the Sydney Metro Associate Executive Director Engineering or nominated representative before the intended operation.

Out-of-gauge loads will only be considered for operation if the load cannot be reasonably reduced to within the limits of the permitted rolling stock outline.

All approvals for out-of-gauge loads or vehicles must apply on an individual basis, regardless of whether an identical or similar load or vehicle has been previously approved.

6.4.3. Eccentrically Loaded Rolling Stock

Some Classified Rolling Stock has the capacity to be eccentrically loaded. For example, ballast wagons, as a part of their side-chute unloading process, can become eccentrically loaded to the point where there is an extreme risk of derailment due to excessive wheel unloading. In other applications, such as vehicles with jibs, booms and buckets, the vehicle can become unbalanced due to the lateral reach of the equipment away from the track centreline.

Operators must exercise care to avoid situations where unacceptable eccentric loading is possible. In the case of cranes/vehicles with jibs, loads lifted must be limited. Where outriggers are provided, these must be deployed.

Rail clamps will be necessary on rolling stock where there is likely to be eccentric loading, such as with side dump spoil wagons, rail cranes or any rail vehicle carrying a moveable structure or bucket that can transfer the centre of gravity close to or even outside the rail. Any vehicle with potential for eccentric loading must have some means of controlling that eccentric mass whether it is by the use of rail clamps or other mechanical means such as outriggers.

It is the operator's responsibility to ensure that rail clamps and/or outriggers are removed and/or retracted before travel. Outriggers must be fitted with a locking device to prevent them from being unintentionally extended.

6.4.4. Use of Height Limiters

Classified Rolling Stock with elevating equipment such as jibs, buckets and scissor lift platforms must be fitted with a height limiting/locking device to prevent the unintentional raising of such equipment whilst in transit or even when stationary. Such a device must only operate through a conscious decision to do so on the part of the operator of the Classified Rolling Stock.

6.4.5. Maintenance Vehicles Out-of-Gauge in Work Mode

Operators of Classified Rolling Stock that have work equipment that is out-of-gauge whilst in work mode must ensure that the equipment is retracted and locked in place for travel mode. Positive locking devices must be fitted to ensure that equipment cannot inadvertently extend and place the Classified Rolling Stock out-of-gauge, or result in damage or injury.

6.4.6. Maximum Speed Limits

The maximum permissible speed for Classified Rolling Stock operating on Sydney Metro rail sites must be limited to the maximum permitted operating speed of the vehicle or:

- 5 km/h for track under construction,
- 30km/h for completed track

whichever is the lesser, unless otherwise approved by the Sydney Metro Associate Executive Director Engineering or nominated representative. In all cases speeds shown on speed signs must not be exceeded.

Each worksite is different and thus will have different operating conditions. Vehicle operators must ensure that they are aware of the worksite specific operating conditions before commencing each shift.

Some road/rail vehicles, such as those fitted with double rear road wheels, have speed restrictions when traversing check rails, guard rails and level crossings. For operating conditions applicable to specific vehicles or vehicle types, at specific worksites, the Worksite Supervisors/Managers must refer to the conditions applied to the rolling stock.

Stand-alone trailers (i.e. a trailer not attached to a motorised vehicle) and trolleys, must not travel any faster than walking pace and be fitted with an appropriate automatic parking brake.

6.5. Crisis Management

All Classified Rolling Stock operating on or across Sydney Metro rail sites must comply with the following crisis management arrangements.

6.5.1. Crisis Management Procedures

[SM-19-00053243 Crisis Management Procedure](#) is contained in the Sydney Metro Integrated Management System (IMS) and plans established in compliance with the Principal Contractor Health and Safety Standard.

6.5.2. Recovery of Derailed Classified Rolling Stock

Arrangements for re-railing and recovering derailed Classified Rolling Stock must be made in conjunction with the PPO.

Classified Rolling Stock involved in derailments must not be re-railed, recovered or moved until all investigation and regulatory requirements have been met, they have been inspected and certified by an ICP, and repaired or made safe to move.

The PPO will make arrangements to move Classified Rolling Stock after it has been certified to move.

6.5.3. Recovery of Disabled, Defective or Damaged Rolling Stock

The PPO will make arrangements for the removal of Classified Rolling Stock that becomes disabled, or is found to be defective or damaged while operating or travelling on a Sydney Metro rail site.

Where it is necessary for defective Classified Rolling Stock to leave a Sydney Metro rail site and enter another RTO's Network the movement cannot take place until the other RTO authorises and arranges the movement.

The PPO will make arrangements to move Classified Rolling Stock that has become disabled, or is found to be defective or damaged while operating or travelling on a Sydney Metro rail site.

6.6. Operating on or Working Around Electrical Equipment

All electrical equipment and wiring must be considered as 'live' unless an electrical isolation Permit has been issued by an authorised Electrical Representative of the assets owner. All work and rail vehicle operations on and around electrical infrastructure must be planned and carried out in accordance with the Electrical Safety Rules of the asset owner/operator.

6.7. Protection of Rail Infrastructure

All movement of rail mounted plant and equipment must be undertaken in a manner that does not damage rail infrastructure. In particular placing and removing vehicles on track must be done at authorised locations and care must be taken to avoid damage to the rails. All damage to rail infrastructure that is observed must be immediately reported to the PPO who will determine what response actions are required.

6.7.1. Environmental Spills

Discharge or spills, within the worksite, of potentially contaminating or hazardous material such as oils, fuels, oxidizing chemicals, gases etc. must be reported immediately to the PPO or a competent person delegated by the PPO in order to have risk management procedures implemented.

6.8. Carriage of Dangerous Goods

Commercial dangerous goods are not permitted to be conveyed on Classified Rolling Stock on Sydney Metro managed and controlled rail sites without written approval from the Sydney Metro Associate Executive Director Engineering.

Materials classified as dangerous goods being utilised by rolling stock (e.g. fuels) and carried by that rolling stock on or across Sydney Metro managed rail infrastructure must be stored and retained in accordance with that required by the Australian Code of Practice for the Transport of Dangerous Goods by Road and Rail. Each worksite must have appropriate safety procedures in place in the event of a dangerous goods spill or a rail incident involving a vehicle carrying dangerous goods.

6.9. Daily Pre-work Inspection

Classified rolling stock must have a documented daily inspection prior to commencing operation on a Sydney Metro site. It is the responsibility of the Principal Contractor's Project Manager or a competent person delegated by the RSO to ensure that inspections are carried out by the operator and must endorse the inspection check list as documentary evidence of such an inspection. The vehicle owner/operator must retain the original for their auditable records and a copy must be retained on the vehicle.

7. Related documents and references

Related documents and references

- [SM-20-00046618 Minimum Rolling Stock Requirements Standard](#)
- [SM-18-00058353 Rail Operating Procedure](#)
- [SM-20-00046300 Rolling Stock Acceptance Procedure](#)
- [SM-19-00053243 Crisis Management Procedure](#)
- Systems Connect Greenfield Possession Planning Manual
- [SM-17-00000203 Sydney Metro Glossary](#)

8. Superseded documents

Superseded documents

There are no documents superseded as a result of this document.

9. Document history

Version	Date of approval	Notes
1.0	8 June 2018	New IMS document.
2.0	24 April 2020	Update to reference Rolling Stock Acceptance procedure and supporting documents. Updates to reflect new organisation structure.
3.0	30 July 2021	Updates to include requirements post-implementation on CSW

Part B - Rail Operating Procedure



Rail Operating Procedure

SM-18-00058353

Metro Body of Knowledge (MBoK)

Applicable to:	Sydney Metro
Document Owner:	Deputy Executive Director, Health & Safety
System Owner:	Executive Director, Projects
Status:	Final
Version:	4.0
Date of issue:	9 September 2021
Review date:	9 September 2023
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1. Purpose and Scope

The purpose of this procedure is to outline the rail safe working arrangements on 'greenfield rail-sites' for which Sydney Metro is the accredited Rail Infrastructure Manager (RIM). This Procedure supports [SM-18-00058177 Rail Operating Conditions Standard](#).

Work on brownfield sites is conducted under the rules and procedures of the RIM for the operating network.

2. Definitions

All terminology in this Procedure is taken to mean the generally accepted or dictionary definition. Other terms and jargon specific to this Procedure are defined within the [SM-17-00000203 Sydney Metro Glossary](#). Acronyms specific to this Procedure are listed below.

	Definitions
Brownfield rail site	A site where works are being undertaken within the rail corridor of another RTO's operating railway.
Construction Site	A site under construction with no track laid and there is no potential for the movement of rail-mounted vehicles.
Greenfield rail site	A site where a new railway is under construction and there is no connection to another RTO's operating railway.
Other RTO rail site	A rail site managed and controlled by another accredited RTO where the Safety Management System of the other RTO applies.
Pilot	A Qualified Worker whose primary role is to direct or guide Drivers and Track Vehicle Operators and tell them about local conditions and operating restrictions on running lines and at worksites.
Possession Protection Officer (PPO)	The Qualified Worker responsible for coordinating protection of worksites under a Sydney Metro Local Possession Authority (SMLPA)
Protection Officer (PO)	The Qualified Worker responsible for managing the rail safety component of worksite protection
Rail Corridor	From fence-line to fence-line, or if there are no fences, everywhere within 15 metres of the outermost rails.
Rail Site	A construction site becomes a rail site when there are rails fixed in position and there is potential for rail mounted vehicles to operate.
Rail Traffic	Trains, track vehicles, road-rail vehicles and other rail mounted vehicles.
Rail Transport Operator (RTO)	As defined under the Rail Safety National Law (NSW): <ul style="list-style-type: none"> • A rail infrastructure manager (RIM), or • A rolling stock operator (RSO), or • A person who is both a rail infrastructure manager and a rolling stock operator.
Railway Track Signals (RTS)	A device that explodes on impact, used to attract the attention of drivers and track vehicle operators. RTS's are also known as detonators and audible track warning devices.
Rolling Stock Free Zone	A greenfield rail site where controls have been placed to prevent the placement or movement of rolling stock. At these sites workers may not be required to hold a RISI qualification.
RISI Exempt Area (not in glossary)	A site within the Rail Corridor with controls in place to prevent the potential for workers to enter the danger zone. At these sites workers may not be required to hold a RISI qualification and a PO may not be required.

	Definitions
Sydney Metro rail site	<p>A Sydney Metro-managed and controlled rail site which has no interface access with another RTO's network.</p> <p>Interface access is considered removed if points that allow entry and exit to the site are secured and a physical barrier is established at the limits of the Sydney Metro rail site.</p> <p>Note: Should a Sydney Metro rail site encroach on the Danger Zone of another RTO's network, adjacent line protection must be implemented and managed in accordance with the rules of the adjoining RTO.</p>
SMLPA	Sydney Metro Local Possession Authority (see Appendix A).
WAA	Sydney Metro Work Activity Advice

3. Accountabilities

The Deputy Executive Director, Health & Safety is accountable for this Procedure including authorising the document, monitoring its effectiveness and performing a formal document review. Direct reports to the Deputy Executive Director, Health & Safety are accountable for ensuring the requirements of this Procedure are implemented within their area of responsibility, where appropriate.

4. Rail Operating Procedure

4.1. Sydney Metro Safeworking principles

Sydney Metro safe working procedures are based upon the following principles:

- Access to the rail corridor must be planned;
- Work planned for the Rail Corridor must be assessed for safety and its potential to intrude on the Danger Zone;
- The safest reasonably practical methods of protecting people will be used;
- Persons are not to cross tracks unless there is no reasonably practical alternative;
- Establishing RISI exempt areas is preferred where possible;
- People must have a safe place immediately available when on track;
- When on track and in the danger zone people must be protected;
- People and rolling stock must be separated at all times;
- All relevant information must be provided to people;
- All workers entering the rail corridor must be briefed by a PO before entering, and follow the instructions of the PO at all times;
- Workers must hold all current competencies required for their role;
- All workers must be "Fit for Work", ie not affected by fatigue, no drugs and alcohol and meet the National Standards for Health Assessment of Rail Safety workers;
- People must be warned about the hazards within the rail corridor;
- Rail traffic must meet technical and operational standards;
- Safe routes must be established for all rail traffic.

4.2. Rail Safeworking

4.2.1. Planning work

All work within the rail corridor must be assessed by a Protection Officer (PO) for safety, including its potential to intrude on the Danger Zone. All work in the danger Zone will be undertaken within a Sydney Metro Local Possession Authority (SMLPA).

Principal Contractors are required to prepare a Work Activity Advice (WAA) in accordance with [SM-18-00090009 Work Activity Advice Procedure](#) for works on rail sites to address risks which have the potential to impact on worker safety or the safety of rail infrastructure or operations.

4.2.2. The Danger Zone

The Danger Zone is everywhere within 3 metres horizontally from the nearest rail and any distance above or below this 3 metres, unless a safe place exists or has been created.

Work must not be carried out in the Danger Zone unless an SMLPA has been implemented.

4.2.3. Safe place

A safe place is a place where persons or equipment cannot be struck by rail traffic.

4.2.4. Possession Protection Officers

Each SMLPA must be coordinated and managed by a Possession Protection Officer (PPO). The PPO must be PO 4 qualified and is responsible for managing all rail safety aspects of the SMLPA. This includes:

- Liaise with electrical isolation authority and ensures required electrical permits are obtained;
- Issuing the SMLPA and authorises the placement of associated protection;
- Authorising the entry and exit of rail traffic into or out of the SMLPA;
- Coordinating the movement of rail traffic within the SMLPA;
- Approving the establishment of individual worksites within the SMLPA;
- Maintaining communication with the PO associated with each individual worksite;
- Managing interfaces within worksites;
- Recording and reporting incident and response information;
- Ensuring correct handover processes are followed;
- Recording the condition of rail assets (booked in/booked out) within the SMLPA.

4.2.5. Protection Officers

Each Sydney Metro rail site must be coordinated and managed by a Protection Officer (PO) Level 2, 3 or 4. The PO is responsible for the rail safety requirements at the work site including managing rolling stock movements to and from, and within their rail site.

On all Sydney Metro rail sites Protection Officers Level 1 (PO1) can be utilised if:

- (a) For work outside the Danger Zone the rail site is controlled by a PO 2 or higher, or
- (b) For work in the Danger Zone they must be supervised by a PO2 or higher.

A PO's primary responsibility and duty is to keep the rail site and workers safe, where the PO must:

- Make a rail safety assessment in conjunction with the job Supervisor and agree on the protection arrangements to be applied;
- Ensure protection is in place before people access the danger zone;
- Make sure that the rail safety component of the work is done safely;
- Keep records about protection arrangements;
- Brief all workers about the protection arrangements before they enter the worksite;
- Check workers cards are current and contain the required competencies;
- Ensure that they do not undertake any other activities that interfere with their primary role to protect the worksite;
- Monitor conditions for any change, ensuring work continues to be carried out safely;
- Contact the PPO before establishing a worksite and again on completion.

4.2.6. Assessing Safety

When making a rail safety assessment a PO, in conjunction with the Supervisor, must consider, amongst other factors, if:

- The appropriate number of qualified workers are available to protect the work;
- The requirement for an easily-reached safe place for workers can be met;
- There will be rail traffic on adjacent lines;
- There will be rail traffic between and/or within rail sites;
- Other work on track will affect the rail sites;
- There is a safe route to and from rail sites;
- The work will intrude on level crossings;
- The line is electrified;
- Effective communication is available;
- Equipment used in the work will intrude into the Danger Zone;
- Other groups need to be told about or involved in the work.

4.2.7. Protecting Worksites

All rail sites must be protected to prevent the unwanted movement of rolling stock, either into, out of or within the worksite.

The limits of the SMLPA must be protected, and individual worksite limits must be protected to prevent rolling stock entering areas where there may be workers on track. The limits of new track construction must also be protected to prevent rolling stock from derailing.

Suitable methods of protection may include Railway Track Signals, Stop blocks, temporary buffer stops, rail clamps, portable derailleurs, jersey kerb and water-filled barriers etc.

Railway Track Signals (RTS) are used to warn rail traffic crews at the limits of a SMLPA. At the entry and exit points 3 RTS must be placed with red flag and/or red light. Rail traffic crews must stop immediately and contact the PPO if RTS are exploded.

Table 1: Placing Railway Track Signals

Warning
<p>Except in emergencies, do not place Railway Track Signals:</p> <ul style="list-style-type: none"> • Underground • In tunnels • In steep-sided cuttings • Within 20 metres of workers, or a platform.
Note
<p>In tunnels and steep-sided cuttings on Sydney Metro Rail sites an alternative safe method (not RTS) of preventing unauthorised entry or exit to/from the rail site must be implemented.</p>

Stop Blocks may be used at the limit of track construction or any other location where it is required to have a physical barrier to prevent movement of rolling stock. Stop blocks consist of a timber sleeper painted white and fitted with a red flag and a red light fixed to the track to prevent its movement.

NOTE: Where a physical barrier (such as a Stop Block, jersey kerb barrier or temporary buffer stop) is required at the limits of track construction, these must be installed a minimum of 50 metres from the rail end.

When it is necessary for a track vehicle or rail-mounted plant to proceed past the barrier it will be permissible for the barrier to be removed to allow the movement after gaining approval from the PPO for the movement. Immediately after the track vehicle or rail-mounted plant has proceeded past the protected location the barrier must be re-secured to the line.

4.3. Rail Safeworking Requirements for Sydney Metro Worksites

4.3.1. Construction Zone Classifications

Sydney Metro worksites can be classified into one of three Zones for the purposes of determining the appropriate rail safeworking requirements to be applied. These are:

1. Construction Site – any Sydney Metro construction site where rail track has not been constructed.
2. Rail Site – a Sydney Metro work site where there are rails fastened in position and there is potential for rail-mounted vehicles to be used. These include both greenfield and brownfield sites.

3. Rolling Stock free Zone – a worksite that has track constructed but additional controls have been placed to prevent the potential for rolling stock to be used.

4.3.2. Work methods

The primary work on track methods for working safely in each Zone are summarised as follows.

Table 2: Work methods

Type of Zone	Method of Rail Safeworking
Construction Site	Rail Safeworking is not required
Rail Site (RIMs other than Sydney Metro)	The Network Rules of the relevant RIM are to be followed
Sydney Metro Rail Site	Work which does not have the potential to encroach the Danger Zone can be performed without worksite protection. An assessment must be carried out by a PO who must also supervise the work. Wherever possible some form of demarcation barrier should be installed to separate the workers from the Danger Zone.
	Work within or with the potential to impact the Danger Zone must be protected using a Sydney Metro Local Possession Authority (SMLPA).
Rolling stock-free Zone	Work in the Danger Zone can be performed with modified protection requirements if the potential for rolling stock movements has been effectively removed. The work must be planned within the SMLPA framework, and a PO must be on site, however workers will not be required to hold a RISI competency. NOTE: Rolling stock-free zones can only be implemented where there is no OHW in place.

4.3.3. Sydney Metro Local Possession Authority

The Sydney Metro Local Possession Authority is based on the principles of the Sydney Trains Railsafe NWT302 Local Possession Authority (LPA). The primary difference between the Sydney Metro LPA and the Sydney Trains LPA is the absence of 'Network Controller' for Sydney Metro rail sites.

For Sydney Metro City and South West rail sites the LineWide Principal Contractor is responsible for managing the SMLPAs including planning and coordinating all parties requirements, scheduling and controlling the movement of all rolling stock into and within the SMLPA and managing the PPO function. This process is documented in the Systems Connect Greenfield Possession Planning Manual.

Each worksite Contractor is responsible for providing their own worksite protection and other safeworking resources required for their works.

A Sydney Metro LPA is the only work on track authority to be used on greenfield Sydney Metro rail sites unless a rolling stock-free zone has been established.

The rules for applying the Sydney Metro LPA are provided in [Appendix A](#) of this document.

4.3.4. Rolling Stock-Free Zone

Some Sydney Metro rail sites may be suitable to be established as Rolling Stock-Free Zones. These worksites must have additional controls in place to remove the potential for rolling stock

to enter the site. The procedure for establishing a Rolling Stock-Free Zone is provided in [Appendix B](#).

Workers within a Rolling Stock-Free Zone will not be required to hold a current RISI qualification but must follow all directions given by the PO on site.

4.4. Rail traffic

Pilots may accompany drivers and track vehicle operators to direct rail traffic movements. Drivers and track vehicle operators are responsible for the safe operation of piloted rolling stock.

The PPO or delegate must authorise the movement of all rail traffic into and out of and within the SMLPA, including determining if a pilot is required.

All items of rolling stock must be approved for use by Sydney Metro as the RIM in accordance with the [SM-20-00046300 Rolling Stock Acceptance Procedure](#) and [SM-20-00046618 Minimum Rolling Stock Requirements Standard](#). All approved rolling stock must be listed on the Sydney Metro Rolling Stock Register with all restrictions and limitations that apply.

4.5. Fencing

Where possible a physical barrier must be erected to separate workers carrying out work adjacent to the Danger Zone.

Selection of the type of fencing must follow general risk management principles and the hierarchy of controls.

4.5.1. Construction fencing

Construction fencing is a solid barrier which is used as a means to isolate the identified risks associated with carrying out construction work adjacent to the Danger Zone, thereby controlling those risks.

Construction fencing must be erected for the purpose of establishing a RISI exempt area within the Rail Corridor. The construction fencing for this purpose must be a continuous solid barrier built which covers the entire length of the RISI exempt area to prevent workers and equipment from entering the Danger Zone. The barrier must allow access and egress to and from the site without the need to enter the Danger Zone. Approvals for establishing a RISI exempt area must be sought in accordance with [SM-18-00054654 Establishing a RISI Exempt Area Procedure](#).

Construction fencing is to be designed to withstand wind load and the suction force of passing trains. The barrier design and associated risk assessment is to also consider the stability of the ground.

4.5.2. Demarcation fencing

Demarcation fencing, such as Vortok fencing, is an easily-seen, continuous boundary marker. It does not stop workers from entering the Danger Zone but provides a visual reminder of the need to remain in the safe place.

4.5.2.1. Using demarcation fencing

- Demarcation fencing installed within 3 metres of the near rail can only be erected and dismantled during an SMLPA;
- Demarcation fencing should be established before starting other work;
- Make sure demarcation fencing is able to withstand disturbances caused by passing rail traffic;
- Keep workers and equipment on the safe side of the demarcation fencing. If necessary place spotters to assist compliance;
- Make sure the demarcation fencing is inspected regularly and maintained in good condition throughout the work;
- Star pickets or similar must NOT be used for temporary or demarcation fencing due to the risk of striking underground services.

Construction plant working in close proximity to track must comply with the requirements for mobile plant in the rail corridor specified in the relevant version of SM PS-ST-221 Principal Contractor Health & Safety Standard.

4.5.3. Construction Fencing on Station Platforms

At stations being constructed under Sydney Metro's RIM accreditation, once track has been laid through the platform areas, a barrier must be erected to separate the station construction site from the rail site. The barrier must prevent the potential for workers without RISI, plant and materials to enter the Danger Zone.

The minimum requirements for barriers on platforms are:

- Any components that extend beyond the edge of the platform must be approved by the Associate Executive Director Engineering;
- All materials used must be non-combustible;
- Proximity to electrical infrastructure must be considered and there must be no encroachment within the Safe Approach Distances;
- Access points must be incorporated into the rail/non-rail separation barrier to allow the controlled movement of workers from one side to the other, preferably including a swipe card reader for RIW cards;
- All barriers/fences must consider the interface with Platform Screen Door installation works.
- Height of fence to be at least 1 meter;
- Fully enclosed with mesh from the top rail to the platform (i.e. steel mesh or scaffold mesh).

A barrier to effectively manage the falling from height risk at the platform edge may also be required. If required this shall also comply with the above requirements.

4.6. Communications

4.6.1. General

Communication in the Network must be:

- Clear, brief and unambiguous;
- Relevant to the task at hand;
- Agreed to its meaning before being acted upon.

Safe working communication must use the:

- 24-hour clock to give the time of day;
- Phonetic alphabet and spoken numbers to identify rail vehicles, points, signals and other safety critical information.

Communication equipment used for rail traffic operation or work on track must be tested and checked, at the start of each shift, for its intended operation.

The receiver must confirm the content of a message by repeating the message back to the sender if the communication is about:

- An instruction to proceed;
- An instruction not to proceed;
- A work on track authority;
- Work on track vehicle movement Information;
- Other safety arrangements.

As far as practicable once commenced, communication must be completed without interruption.

If communication is interrupted, the sender must restart the communication from the beginning, repeating items already sent.

The receiver must not act on the communication until the sender confirms that the message has been repeated correctly.

4.6.2. Emergency communication

If there is an emergency message on an open-channel radio, other users of the channel must stop transmission immediately. Emergency communications must:

- Start with the words “emergency, emergency, emergency”;
- Be given priority;
- Be answered immediately.

4.6.3. Spoken communication

Senders and receivers of communications must start the communication with identification of the receiver first, and the sender second.

Communications from an attended location must include the sender's name and location.

Communications from a rail vehicle must include the sender's rail vehicle number.

Communications from a worksite must include the sender's:

- Name;
- Safe working designation;
- Location.

Spoken communication must be promptly acknowledged.

If the meaning or intent of a spoken communication is not understood, is incomplete, or ambiguous:

- The receiver must ask that it be repeated;
- If necessary, the sender and receiver must use the phonetic alphabet and spoken numbers to clarify and confirm the message.

The receiver must try again as soon as practicable, or arrange alternative means to communicate with the sender if the:

- Receiver cannot understand the message, or
- Sender cannot hear or understand the reply.

4.6.4. Written safe working communication

Qualified Workers compiling forms, authorities and records must:

- Record numbers in numerals, not words, for example using "12" instead of "twelve"
- Unless completing an electronic form:
 - Write clearly in ink;
 - Draw a single line through errors, and if required print the corrections above them;
 - Initial corrections in the margin beside the correction.

If forms include items that have a box before them, qualified workers must:

- Tick the box if it applies, and complete the item; or
- Place a cross in the box if the item does not apply.

Qualified Workers must complete all other items on the form.

Unless otherwise specified, forms and records must be kept for at least 90 days.

4.7. Working around electrical infrastructure

Table 3: Working around electrical infrastructure

Warning

Workers *must* keep themselves, tools, equipment and materials as far as possible from exposed electrical equipment and wires and never closer than 3 meters to 1500V overhead wiring without authority.

Note

There are Codes of Practice which require certain measures to be complied with. These include the safe approach distances (SADs), earth leakage protection, testing and tagging, elevation of electrical equipment, and the use and management of generators. These Regulations and Codes of Practice must be referred to and complied with when carrying out any work in or around electrical installations on Sydney Metro rail sites.

4.7.1. General

Workers in the vicinity of exposed electrical equipment and wires must remain outside nominated Safe Approach Distances (SADs). Unless written advice is received to the contrary workers must treat as live:

- Electrical equipment;
- Fallen electrical wires;
- Vehicles, equipment or objects within the SAD of electrical infrastructure;
- Water or fires within the SAD of electrical infrastructure.

Workers must treat objects caught in or touching overhead wiring as live. Only Electrical Representatives may remove these objects.

4.7.2. Electrical infrastructure

Electrical infrastructure includes:

- High-voltage and low-voltage wires, and electrical equipment, on poles;
- 1500V DC overhead wiring and associated equipment;
- Electrical conductors carried in above-ground troughs, return bonds, or buried in the ground;
- Low-voltage electrical switch rooms;
- Substations.

4.7.3. Working near electrical equipment

Unless authorised, workers must not climb above normal floor level of rail vehicles on an electrified track.

4.7.4. Working above electrical equipment

Workers must not cause water or debris to fall onto 1500V overhead wiring.

4.7.5. Work tools and equipment

Workers must not bring, or use, metal or metal reinforced ladders or tape measures into the electrified Sydney Metro rail corridor.

Table 4: Working tools and equipment

Metallic Tapes – Warning
<p>When working around electrical equipment, use only non-conductive tapes and sticks that have been electrically tested, approved and branded.</p> <p>Steel tapes, metal reinforced linen tapes and long steel rules can be dangerous as they do conduct electricity and are not to be used when:</p> <ul style="list-style-type: none"> • Taking measurements near live exposed electrical equipment; or • There is any likelihood that the metal tape/rule might bridge between metal objects that might be at different potentials, for example between: <ul style="list-style-type: none"> ◦ Overhead wiring structures and rail (or vehicles on rail); ◦ Structures and fencing or metallic electrical equipment troughing.
Note
Workers must take extra care when handling long objects near overhead electrical equipment.

4.7.6. Underground services

Before the location of buried services and underground cables is known, workers must not dig, break the ground or drive anything into the ground.

Dial before you dig procedures shall be followed at all times.

For work in or adjacent to the Sydney trains network the Detailed Site Survey (DSS) process must be followed.

4.7.7. Faults in electrical infrastructure

Workers who see or suspect faults, fallen wires or fires in the electrical infrastructure must immediately tell the PO or PPO in charge of worksite protection. The PPO shall also advise the Electrical Controller of the infrastructure and the Senior Project Manager.

4.8. Worksite protection plan

A Worksite Protection Plan (WPP) must be prepared by the PO prior to commencing work within the Sydney Metro rail corridor.

A WPP describes the work to be undertaken and the worksite protection arrangements in place for the duration of the work. There is provision in the WWP for all workers to sign on to confirm they have been briefed and understand the safety arrangements in place.

[SM-21-00036222 Worksite Protection Plan Template](#) is to be used on all Sydney Metro rail sites.

5. Related documents and references

Related documents and references

- [SM-18-00058177 Rail Operating Conditions Standard](#)
- [SM-20-00046618 Minimum Rolling Stock Requirements Standard](#)
- [SM-21-00036221 Worksite Protection Pre-work Briefing Template](#)
- [SM-21-00036222 Worksite Protection Plan Template](#)
- [SM-21-00036223 Protection Officer \(PO\) Diary template](#)
- [SM-17-00000203 Sydney Metro Glossary](#)
- [SM-20-00046300 Rolling Stock Acceptance Procedure](#)
- [SM-18-00090009 Work Activity Advice Procedure](#)
- [SM-18-00054654 Establishing a RISI Exempt Area Procedure](#)
- SM PS-ST-221 Principal Contractor Health & Safety Standard
- Systems Connect Greenfield Possession Planning Manual

6. Superseded documents

Superseded documents

There are no documents superseded as a result of this document.

7. Document history

Version	Date of approval	Notes
1.0	8 June 2018	New IMS document.
2.0	23 February 2021	Reviewed and updated.
3.0	6 September 2021	Reviewed and updated
4.0	9 September 2021	Minor changes and updates.

Appendix A: Sydney Metro Local Possession Authority

Sydney Metro Local Possession Authority	
Purpose	To prescribe the rules and procedures for authorising, issuing and using a Sydney Metro Local Possession Authority (SMLPA).
General	<p>An SMLPA is a formal authority that allows work on a defined portion of track for a specified period. An SMLPA gives exclusive occupancy for the defined portion of track for rail construction and commissioning purposes.</p> <p>Where multiple SMLPAs exist they must be individually identified and managed.</p> <p>All works within a SMLPA must be planned in accordance with the Systems Connect Greenfield Possession Planning Manual.</p> <p>An SMLPA is issued exclusively by a PPO.</p> <p>A number of separate work groups and their associated rail traffic and equipment may occupy the portion of track defined by a SMLPA.</p> <p>Work within the portion of track included in the SMLPA limits must only be commenced with the agreement of the PPO.</p>
Authorisation and Issue	<p>The PPO can only issue an SMLPA after the WAA related to the work has been approved by Sydney Metro. This provides the authority for the SMLPA to proceed.</p> <ul style="list-style-type: none"> Before implementing the SMLPA the PPO must make a permanent record of the SMLPA authority in the Protection Officer Diary. Immediately before a SMLPA is due to begin, the PPO must speak to the POs responsible for the work sites within the limits of the SMLPA and confirm that they have recorded details of the following: <ul style="list-style-type: none"> SMLPA limits individual worksites established separation/delineation of worksites planned movement of rail vehicles electrical isolations and permits infrastructure booked out of use handovers duration of the SMLPA details of the PPO details of POs on adjacent worksites time and date of issue. Details of the SMLPA will be communicated to other RTOs who may be affected by the planned work. The limits of the SMLPA are protected (see below) If an interface access exists with another rail network, points are secured and a physical barrier to prevent entry to or exit from that rail network is provided. Confirm with the POs that the SMLPA is now authorised, and record the current time.
Possession Protection Officer	<p>At all times there must be a nominated PPO for each SMLPA. The PPO must:</p> <ul style="list-style-type: none"> Be responsible for the protection of workers from rail traffic. Make sure that the limits of the SMLPA are protected against the entry or exit of unauthorised rail traffic. Make sure that each work site under the SMLPA has a PO. Make sure POs keep the tracks between worksites clear of obstructions. Coordinate the protection of all work sites within the limits of the SMLPA. Provide authority, when safe, for the movement of rolling stock into, out of and within the SMLPA.

	<p>Keeping records</p> <p>The PPO must keep permanent written records about:</p> <ul style="list-style-type: none"> • The SMLPA in the Protection Officer Diary. • SMLPA and any adjacent line protection arrangements. • Communications with the Protection Officers about changes to the SMLPA and any adjacent line protection arrangements. <p>Other duties</p> <p>A PPO's primary duty is to keep the work sites and workers safe. A PPO must be satisfied that other work will not interfere with protection duties.</p>
Protecting Sydney Metro LPA limits	<p>Possession Protection Officer (PPO)</p> <p>The PPO must apply work site protection to prevent unauthorised rail traffic from entering or exiting the limits of the SMLPA.</p> <p>The following must be placed at the entry and exit ends of the limits of the SMLPA:</p> <ul style="list-style-type: none"> • STOP sign or red flag /red light • Three Railway Track Signals or another approved device (in tunnels) • In tunnels approved devices include stop blocks painted white with a red flag/light, portable buffer stop, approved rail/wheel clamp etc • If an interface access exists with another rail network, ensure points are secured and a physical barrier is provided to prevent entry to or exit from that rail network • Ensure all points of entry into the SMLPA limits are protected against unauthorised rail traffic movements <p>If necessary, protect the work sites from rail traffic on other lines, including any adjacent tracks of another RTO.</p>
Multiple work sites	<p>Protection Officers (PO)</p> <p>If the SMLPA includes more than one work site, each work site must have a PO and the PO must be on duty at each work site when work is being done.</p> <p>POs must act under instruction of the PPO.</p> <p>A PO's primary duty is to keep the work site and workers safe. The PPO must be satisfied that other work the PO is required to do at the work site will not interfere with protection duties.</p> <p>POs:</p> <ul style="list-style-type: none"> • are responsible for the protection of workers from rail traffic • must make sure that tracks between work sites and protecting locations remain unobstructed. <p>Protection requirements</p> <p>Fixed work sites must be protected by:</p> <ul style="list-style-type: none"> • Approved devices including stop blocks painted white with a red flag/light, portable buffer stop, approved rail/wheel clamp etc • Worksite Protection markers or STOP sign placed at least 500m from the work site on both sides • Outside tunnels 3 Railway Track Signals may be used in some locations <p>Separate worksites within 500 metres of each other</p> <p>Fixed work sites less than 500m apart must be treated as one work site and managed by one PO.</p> <p>Where the PO is unable to effectively manage the works within a single worksite, the worksite may be protected as a coordinated worksite.</p> <p>A coordinated worksite must have delineation markers placed midway between worksites.</p> <p>If fixed work sites are more than 500m but less than 1000m apart:</p> <ul style="list-style-type: none"> • An approved device and a red flag/red light must be placed midway between the work sites, and • Where a number of work groups are operating within 500 metres of one another and cannot be effectively managed by a single PO, separate worksites may be established • the intention to establish separate worksites within 500 metres of one another must be identified during pre-possession planning and documented in the pre-possession notes • where separate worksites are established within 500 metres of each other a protection device between the separate worksites will not be required • each separate worksite must have a protection officer (PO) • a worksite delineation marker must be attached to the rail or placed in the "4 foot" on a dedicated base between the worksites • the worksite delineation marker must clearly indicate the contact details of the PO or POs (where the delineation marker is placed midway between work sites the contact details of the PO must be placed on the respective side)

	<ul style="list-style-type: none"> worksites can only be established or removed with the agreement of the PPO the PPO will be responsible for arranging all rail traffic movements between worksites the PPO must coordinate with the POs of each worksite prior to authorising any movement that will encroach into worksite limits the POs for each site will be responsible for coordinating any rail traffic movements within the worksite limits with the PPO The worksites closest to the limits of the SMLPA must be protected by placing a Stop block or other approved device 500m from the work site towards the limit of the SMLPA, and red flags/red lights or STOP signs placed in the middle of the track.
Rail Traffic	<p>Only rail traffic associated with the SMLPA may occupy the limits of the SMLPA.</p> <p>The PPO must authorise the entry of all rolling stock into the SMLPA, and the exit of all rolling stock.</p> <p>The PPO (or the competent person delegated by the PPO to perform the task) must manage the placement, removal and movement of all rail traffic within the SMLPA.</p> <p>Adjacent lines</p> <p>Workers within the limits of the SMLPA may be required to be protected from rail traffic on the adjacent lines.</p> <p>If work within the limits of the SMLPA has the potential to impact on adjacent lines, those adjacent lines require protection in accordance with the rules of the RIM for the adjacent network.</p> <p>Piloting</p> <p>The PPO or a delegate must act as the Pilot for all rail traffic passing through worksites within the limits of the SMLPA.</p>
Liaison	<p>Possession Protection Officer</p> <p>The PPO must be the only point of contact between work parties for matters of work site protection.</p> <p>The PPO must:</p> <ul style="list-style-type: none"> Identify a nominated contact person for each of the other affected rail networks. Tell the nominated contacted person of other affected rail networks about protection applied to any other lines adjacent to the SMLPA. Tell the nominated contacted person of other affected rail networks about work progress. Arrange for the movement of rail traffic associated with the SMLPA. <p>Change of Possession Protection Officer</p> <p>An outgoing PPO provide the incoming PPO all information relevant to the SMLPA that is needed to effectively manage safety of the Possession. This should include:</p> <ul style="list-style-type: none"> SMLPA protection arrangements Worksite locations and their PO details Details of rolling stock within possession limits Details of rail infrastructure booked out of use, including electrical isolations <p>The incoming PPO must:</p> <ul style="list-style-type: none"> Tell the nominated contact position of other affected RTOs about the changed contact arrangements. Make a permanent record about the handover of the SMLPA.
Fulfilling the Sydney Metro LPA and returning the track to service	<p>The SMLPA may be fulfilled only when the PPO has ensured that:</p> <ul style="list-style-type: none"> all work on the portion of track included in the SMLPA has been completed rail infrastructure has been certified by a competent person as being fit for use, along with any restrictions, and all Permits returned all workers, plant and equipment are clear of the Danger Zone worksite protection has been removed all adjacent line worksite protection arrangements have been fulfilled or removed OR the SMLPA must be fulfilled when the status of the rail line changes from a Sydney Metro rail site to a rail site controlled and managed by another accredited RTO. <p>Possession Protection Officer</p> <ul style="list-style-type: none"> When the above requirements have been met, advise the nominated officer of any adjoining rail networks. Fulfil the SMLPA by advising the Sydney Metro Senior Project Manager or delegate.
Keeping Sydney Metro LPA details	<p>The PPO and Sydney Metro Rail Safety Manager (or delegate) must keep details about the SMLPA and information about protection arrangements.</p>

Appendix B: Rolling Stock-Free Zone

Sydney Metro Rolling Stock Free Zone	
Purpose	To prescribe the rules and procedures for authorising, establishing and using a Rolling Stock-Free Zone to undertake work within a Sydney Metro rail site where workers may not have rail safety competencies.
General	<p>A Rolling Stock Free Zone is an arrangement that can be implemented within an SMLPA that allows non-rail qualified workers to enter and work in the rail corridor. This can only be established for a defined portion of track when there are sufficient controls in place to prevent the potential for rolling stock to enter or be placed on that section of track, and controls are in place to prevent workers from entering the adjacent live rail site.</p> <p>Work within the portion of track included in the limits of the Rolling Stock Free Zone must only be done with the agreement of the PPO and under the control of a PO.</p> <p>In an established Rolling Stock Free Zone stable rolling stock, including trolleys, will not be permitted.</p> <p>There is no requirement for workers to hold Rail Industry Safety Induction (RISI) qualifications when working in a Rolling Stock Free Zone.</p>
Planning to establish a Rolling Stock Free Zone	<p>The person who requires a Rolling Stock Free Zone to be established to undertake work must submit a Rail Worksite Access Request Form to the Possession Manager seeking to have the site included as part of the SMLPA.</p> <p>Planning must be undertaken in accordance with the Systems Connect Greenfield Possession Planning Manual.</p> <p>Only works approved by the Possession Manager and included on the Possession Scope and Resources Sheet will be allowed to commence.</p> <p>A plan must be developed for each site showing protection arrangements, including location and type of barriers to effectively stop rolling stock from entering and also workers from exiting the Rolling Stock Free Zone.</p> <p>Each Rolling Stock Free Zone must have a PO responsible for the safety of the workers and the worksite.</p> <p>Suitable barriers to prevent the entry of rolling stock may include:</p> <ul style="list-style-type: none"> • temporary buffer stops • Stop blocks (sleepers, painted white and chained to the track with a red light/flag on top) • Rail clamps • Concrete jersey kerb barriers or water filled barriers
Implementing and Cancelling a Rolling Stock Free Zone	<p><u>Implementing a Rolling Stock Free Zone</u></p> <p>Prior to allowing workers to enter a Rolling Stock Free Zone the PO must:</p> <ul style="list-style-type: none"> • Confirm with the PPO that rolling stock movements for the nominated portion of track have ceased • Arrange the installation of suitable barriers in accordance with Worksite Protection Plan. These must be positioned 50 metres prior to each point of potential entry to worksite with double protection on approach grades steeper than 1 in 40. • Arrange installation of temporary fencing in required locations to prevent workers from accessing the live rail site. Fencing to include signage warning of live rail beyond. • Verify that track protection and fencing is correctly placed • Communicate with PPO and advise of commencement of works. • Brief workers of rail hazards and controls prior to work commencing <p>PO must document arrangements including a checklist to be used when restoring site as a rail site.</p> <p><u>Cancelling a Rolling Stock Free Zone</u></p> <p>Prior to reinstating a site as a rail site in readiness for rolling stock the PO must:</p> <ul style="list-style-type: none"> • Ensure all workers are clear of the site and in a safe place, all equipment has been moved clear of track; • Verify the site is clear and rail infrastructure is fit for rolling stock to resume. Arrange track certification if required; • Remove all worksite protection, barriers, fencing etc; • Communicate with the PPO to reinstate as a live rail site.