

Government Information (Public Access) Act 2009

Explanatory Table

Pitt Street Integrated Station Development Station Delivery Deed

Contract Number: 506

Capitalised terms in this table have the meanings given to them in the Pitt Street Integrated Station Development Station Delivery Deed (**SDD**), unless the context indicates otherwise.

In preparing this explanatory table, the Principal has:

- (a) identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each redaction; and
- (b) weighed each redaction against the following key public interest considerations for disclosure:
 - (i) promoting open discussion of public affairs, enhancing government accountability or contributing to positive and informed debate on issues of public importance;
 - (ii) creating public awareness and understanding on issues of public importance;
 - (iii) enhancing government transparency and accountability;
 - (iv) informing the public about the operations of the agency;
 - (v) ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
 - (vi) ensuring fair commercial competition within the economy.

Sydney Metro notes that Schedule C1 (*Scope of Works and Technical Criteria*) (the **SWTC**) and Schedule F1 (*Electronic Files*) contain a large number of files. Due to the number of files and technical size limitations, these documents to the SDD have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection subject to any overriding public interest against disclosure. Please contact Sam Field (Sam.Field@transport.nsw.gov.au) to arrange a time to inspect.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
GENERAL CONDITIONS				
1.	Cover page	The information redacted is the Contract Sum.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is the Contract Sum; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			against disclosure.	
2.	Contents page	The information redacted is defined terms and clauses which have been redacted entirely in the general conditions.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to certain provisions under the SDD, and therefore the level of risk that the PS Contractor was willing to price and accept to perform the Project Works; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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3.	Clause 2.5	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the project risks; b) exposing the redacted information would reveal the apportionment of risk between the parties in relation to key risks, and therefore the level of risk that the PS Contractor was willing to accept. Exposing this information may also provide insight into the parties' views on their respective potential capabilities and the likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Clauses 3.1(a)(i)-(ii) (<i>Unconditional undertakings</i>)	The information redacted is a number, a dollar amount and entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the:

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			<p>would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<ul style="list-style-type: none"> (i) sum that the PS Contractor must provide to the Principal as an unconditional undertaking; (ii) number of unconditional undertakings that the PS Contractor must provide to the Principal; and (iii) Principal's rights and obligations regarding recourse. <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor of default events, and therefore the level of risk that the PS Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and likelihood of default events arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the PS Contractor. In light of the disclosure of this information there is an</p>

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				<p>overriding public interest against the disclosure of the abovementioned information.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Clause 3.2 (a) (<i>Release of Security</i>)	The information redacted is a date, time periods and percentage numbers.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information outlines the percentage of the Contract Sum that is to be held in Security, and the time period in which the Principal must release the Security to the PS Contractor; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and c) the public interest has been served by revealing the fact that Security is required from the PS Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking, the date and the time periods for release.

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				Review: This information would be reviewed for disclosure as events and circumstances change.
6.	Clause 4.2(b)(iii) and (d)(ii) (<i>Principal's Design Stage 1 Documents</i>)	The information redacted is a reference to a redacted schedule and a time period.	<p><i>Section 32(1)(d), item 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details of the PS Contractor's approach to design development; and b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Clauses 4.6 (a)(ii) and (b)(i)(B) (<i>Certificates to be provided by the PS Contractor</i>)	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out provisions concerning the certification of Design Documentation; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to reliance on

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			<p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>design certifications, and therefore the level of risk that the PS Contractor was willing to price and accept. Exposing this information may provide insight into the PS Contractor's views on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 5.5(b), (c) and (d)	The information redacted in part of a clause	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to certain third party arrangements; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial</p>

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				<p>interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
9.	Clause 5.7(a) and (f), 5.8(c)(ii)	The information redacted is the entire subclause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the PS Contractor; (ii) relates a definition that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 45 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor, and therefore the level of risk that the PS Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to</p>

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				<p>potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
10.	<p>Clause 5.9(c) (Responding to notifications and complaints regarding property damage)</p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of property damage which triggers an obligation for the PS Contractor to rectify; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor and therefore the level of risk that the PS Contractor was willing to accept. Exposing this information may provide insight into the PS Contractor's views on its potential capabilities and the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or

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				<p>financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
11.	<p>Clause 6.5(c), (<i>Sydney Metro Principal Contractor Health and Safety Standard</i>)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the PS Contractor; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor, and therefore the level of risk that the PS Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and likelihood of default events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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12.	Clause 7.2(a), (<i>Change in Law</i>)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the PS Contractor; (ii) relates to a definition that has been redacted; <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 45 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor, and therefore the level of risk that the PS Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate</p>

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				<p>business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Clause 8.7(g) and (h), (Independent Certifier)	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to costs payable in relation the Principal's liability to the Independent Certifier and certain decisions that may be made under the Independent Certifier Deed; b) disclosure of the redacted information may provide insight into the apportionment of risk between the parties under the SDD and the Independent Certifier Deed, and therefore the level of risk that the PS Contractor was willing to price and accept; c) exposing the redacted information may provide insight into the amount that the PS Contractor was willing to accept for the construction work (and all affiliated risks); and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

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				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	<p>Clause 9.2(e), (<i>Early access to the Construction Site</i>), Clause 9.3(b), (<i>Delay</i>)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information: <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the PS Contractor; (ii) relates to a definition that has been redacted; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 45 of this table; c) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor, and therefore the level of risk that the PS Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and likelihood of default events arising; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the

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				<p>information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
15.	Clause 9.8 (<i>Adjoining Properties</i>)	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information redacted set out the rights and obligations of the parties in relation to Adjoining Properties;</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>(c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Clause 11 and clause 28.1	The information	<i>Section 32(1)(d), item 4(b), (c) and</i>	The Principal weighed the competing public interest

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		redacted is the entire clause and a reference to the redacted clause.	<p><i>(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information concerning payment rights; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
17.	Clause 12.1(a)(i) (<i>Master Interface Protocols Deed Poll</i>)	The information redacted is a time period.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the timeframe in which the PS Contractor must provide an executed counterpart of the Master Interface Protocols Deed Poll; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Clause 12.3(b)(i)(B) and 12.3(b)(iii)(A)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the PS Contractor; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor, and therefore the level of risk that the PS Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and likelihood of default events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
19.	Clause 12.5(a)(ii) (PS Contractor acknowledgement)	The information redacted is a reference to a redacted definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the PS Contractor; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	
20.	Clause 12.7 (<i>Collateral Warranty Deed Poll</i>)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out commercially sensitive information in respect of the Collateral Warranty Deed Poll;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Clause 13	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the rights and obligations of the parties in relation to the Third Party Agreements;</p> <p>b) if the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Clause 14.2	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out sensitive information regarding the interface between the station and the OSD;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor, in relation to key project risks, and therefore the risk that the PS Contractor was willing to price and accept. Exposing this information may also provide insight into the parties' views on its potential capabilities and likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
23.	Clauses 15.1, 15.6, 15.7, 15.8, 15.10 and 15.11(d)	The information redacted is the entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the rights and obligations of the parties in connection with the works being undertaken by the TSE Contractor under the TSE Contract; b) exposing the redacted information would reveal the apportionment of risk between the parties in relation to the interface between the Project Works and the TSE Works, and therefore the level of risk that the PS Contractor was willing to price and accept. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
24.	Clauses 17.4(c), 19.1(c), 21.9(b), 22.4(b), 24.2(e) and 24.2(g)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the PS Contractor; (ii) relates to a definition that has been redacted; <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 45 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor, and therefore the level of risk that the PS Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Clause 21.11 (f) (<i>Delay Liquidated Damages</i>)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount of the daily cap on Delay Liquidated Damages; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to delay risks. Exposing this information may provide insight into the PS Contractor's views on its potential capabilities and the likelihood of Delay; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>d) the public interest has been served by revealing the existence of the cap on Delay Liquidated Damages. In light of this disclosure, there is an overriding public interest against the disclosure of the precise amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Clause 25.1(c)(v) (<i>Assignment and ownership</i>)	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out commercially sensitive information in respect of the intellectual property licence granted by the PS Contractor to the Principal;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Clause 27.1(b) (<i>Defects Correction Periods</i>)	The information redacted is dates and time periods.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Defects Correction Period for the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to the rectification of defects, and therefore the level of risk that the PS Contractor was willing to price and accept. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and likelihood of ongoing defects arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that there is a Defects Correction Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
28.	Clause 27.8 (<i>Interface</i>)	The information	<i>Section 32(1)(d), item 1(f) of the</i>	The Principal weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>Contractors)</i>	redacted is the entire clause.	<p><i>table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information concerns the allocation of responsibility for rectifying defects; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to certain defects. Exposing this information may provide insight into the PS Contractor's views on certain defects arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the Principal's ability to effectively exercise its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
29.	Clause 28.5(a)(i) and (ii) (<i>Provision of documentation and other requirements</i>)	The information redacted is percentage numbers.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information identifies the percentage amount that the Principal is obliged to pay the PS Contractor if the PS Contractor has not complied with requirements in clause

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>(e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>28.5(a);</p> <p>b) the purpose of the clause is to incentivise the PS Contractor to comply with the requirements in clause 38.5(a). The redacted information reflects a negotiated amount which the PS Contractor has priced and accepted;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a reduced obligation on the Principal to pay the PS Contractor certain amounts if the PS Contractor fails to comply with its obligations. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
30.	Clause 28.10(h)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information is commercially</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>sensitive information regarding the allocation of risk between the Principal and the PS Contractor;</p> <p>b) the redacted information relates to a definition that has been redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor, and therefore the level of risk that the PS Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Clause 28.12(c)(i) and (d)(i) (<i>Initial Payment</i>)	The information redacted is time periods.	<p><i>Section 31(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out:</p> <p>(i) the timeframe which triggers a repayment obligation for the PS</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor if the deed is terminated; and</p> <p>(ii) the date of release of the Initial Payment Security;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Clause 28.13 (<i>Interest</i>)	The information redacted is a percentage number.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the amount of interest payable by a party in connection with a failure to pay amounts due;</p> <p>b) disclosure of the redacted information would provide insight into the level of risk that the parties were willing to accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
33.	Clause 30.2(b) (Indemnity by the PS Contractor)	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the PS Contractor's liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to liability under the SDD. Exposing this information may provide insight into the PS Contractor's views on its potential capabilities and the likelihood of the PS Contractor being held liable for the circumstances in clause 30.2; c) the redacted information sets out an arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
34.	Clauses 30.3 (b), 30.4, 30.7, 30.8, 30.9 and 30.10	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the limits of the insurance policies that the PS Contractor is required to effect and maintain; b) exposing the redacted information would reveal the level of insurance risk that the PS Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
35.	Clause 30.14	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the PS Contractor's liability in connection with the relevant insurance policies; b) exposing the redacted information would reveal the level of insurance risk that the PS Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
36.	Clauses 31.1, 31.2, 31.3, 31.4 and 31.5	The information redacted is all the clauses listed.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the PS Contractor's total aggregate liability, including

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>(e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>limits on the PS Contractor's liability;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to liability under the SDD. Exposing this information may provide insight into the PS Contractor's views on its potential capabilities and the likelihood of the PS Contractor being held liable for the events identified in clause 31;</p> <p>c) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Clause 32.4 (<i>PS Contractor Termination Events</i>)	The information redacted is percentage numbers	<p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the:</p> <p>(i) aggregate liability threshold (calculated</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>by reference to a percentage of the Contract Sum); and</p> <p>(ii) percentage of the LD Cap, which, if reached, will trigger a PS Contractor Termination Event;</p> <p>b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against the PS Contractor. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clause 32.3	The information redacted is the entire subclause	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and the PS Contractor in relation to certain termination events; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Clause 32.12 (PS Contractor entitlements)	The information redacted is a part of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information reveals the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>c) the redacted information relates to the PS Contractor's entitlements if the Principal terminates the deed;</p> <p>d) disclosure of the redacted information may provide insight into the PS Contractor's cost structure and profit margins; and</p> <p>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clause 40.12(f)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out limits on the parties' liabilities under the SDD; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to the long term risks associated with the works, and therefore the level of risk that the PS Contractor was willing to price and accept. It would also provide insight into the PS Contractor's cost structure; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Execution page of the general conditions	The information redacted is the names and signatures of the signatories.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
SCHEDULES				
42.	Item 3 Schedule A1 (<i>Reference Schedule</i>)	The information redacted is redacted in its entirety	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information is commercially sensitive and, if disclosed, may provide a unique insight into the PS Contractor's cost structures;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the fact that security is required from the PS Contractor.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Items 6, 7, 11 and 12 Schedule A1 (<i>Reference Schedule</i>)	The information redacted is names and contact details of individual persons.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information contains personal information, including the names and email addresses of individual persons.</p> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
44.	Item 10 Schedule A1 (<i>Reference Schedule</i>)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out commercially</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>sensitive details regarding the Initial Payment regime (repayment amounts and timeframes);</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to the Initial Payment regime, and therefore the level of risk that the PS Contractor was willing to price and accept. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and the likelihood of the SDD being termination;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that security is required from the PS Contractor.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
45.	Schedule A2 (<i>Definitions</i>)	The information redacted is entire definitions, including the defined term.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to certain elements under the SDD; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
46.	<p>Definition "Codes and Standards"</p> <p>Schedule A2 (<i>Definitions</i>)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out sensitive information regarding compliance with Codes and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Standards;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor and therefore the risk that the PS Contractor was willing to price and accept. Exposing this information may also provide insight into the PS Contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
47.	<p>Definition "Compensation Event"</p> <p>Schedule A2 (<i>Definitions</i>)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out a number of project-specific grounds under which the PS Contractor will be entitled to claim relief for the Project Works;</p> <p>b) exposing the redacted information would reveal</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the apportionment of risk between the Principal and the PS Contractor and therefore the level of risk that the PS Contractor was willing to price and accept. Exposing this information may provide insight into the PS Contractor's view on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
48.	Definition "Completion", paragraph (b)(ii)(M)(bb) Schedule A2 (<i>Definitions</i>)	The information redacted is a time period.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the timeframe in which Landowners or occupiers have to execute a release; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
49.	<p>Definition "Contract Sum Adjustment Event" Schedule A2 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the parties' cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a project-specific grounds on which the PS Contractor will be entitled to claim relief for the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor and therefore the level of risk that the PS Contractor was willing to price and accept. Exposing this information may provide insight into the PS Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
50.	<p>Definition "Excusable Cause of Delay"</p> <p>Schedule A2 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the PS Contractor will be entitled to claim relief for the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor and therefore the level of risk that the PS Contractor was willing to price and accept. Exposing this information may provide insight into the PS Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
51.	Definition "Known Defects Rectification Period" Schedule A2 (Definitions)	The information redacted is a time period.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out timeframe in which known defects may be rectified; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor and therefore the level of risk that the PS Contractor was willing to price and accept. Exposing this information may provide insight into the PS Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Definition "LD Cap" Schedule A2 (Definitions)	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount of

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the LD Cap as a percentage of the Contract Sum;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to key delay risks. Exposing this information may provide insight into the PS Contractor's views on its potential capabilities and the likelihood of Milestone Achievement, Substantial Completion and Completion being achieved by the relevant Date for Milestone Achievement, Date for Substantial Completion and Date for Completion (as applicable);</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of the LD Cap. In light of this disclosure, there is an overriding public interest against the disclosure of the precise percentage amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
53.	Definition "Major TSE	The information redacted is part of	<i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Defect" Schedule A2 (<i>Definitions</i>)	the definition.	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information concerns the allocation of responsibility for rectifying defects; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to certain defects. Exposing this information may provide insight into the PS Contractor's views on certain defects arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
54.	Definition "PS Contractor Margin" Schedule A2 (<i>Definitions</i>)	The information redacted is a percentage	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to the PS Contractor's cost structure or profit margin; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor and therefore the level of

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>risk that the PS Contractor was willing to price and accept. Exposing this information may provide insight into the PS Contractor's view on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
55.	Definition "Release Date" Schedule A2 (<i>Definitions</i>)	The information redacted is part of the definition which is a reference to redacted schedules.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a clause that has been redacted in its entirety (clause 11); and</p> <p>b) the efficacy of the redaction to clause 11 is dependent on the definition also being redacted. The explanation for the redaction of this clause is set out in the explanation regarding clause 11.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
56.	Definition "Significant"	The information	<i>Section 32(1)(a), paragraphs (b) and</i>	The Principal weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Subcontract" Schedule A2 (<i>Definitions</i>)	redacted is a dollar amount.	<p><i>(e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of a contract that qualifies as a Significant Subcontract; b) the information relates to a redacted definition; and c) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the PS Contractor, thereby prejudicing the PS Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
57.	Definition "State Indemnified Party" Schedule A2 (<i>Definitions</i>)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the scope of the indemnity provided by the PS Contractor in clause 30.2 of the SDD;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to the occurrence of particular events. Exposing this information may also provide insight into the PS Contractor's views on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
58.	<p>Definition "Substantial Completion"</p> <p>Schedule A2 (<i>Definitions</i>)</p>	<p>The information redacted is a time period.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the timeframe in which Landowners or occupiers have to execute a release; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
59.	Definition "TSE Defect" Schedule A2 (<i>Definitions</i>)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information concerns the allocation of responsibility for rectifying defects; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to certain defects. Exposing this information may provide insight into the PS Contractor's views on certain defects arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
60.	Schedule A3 (<i>Portions and Milestones</i>)	The redacted information is dates, dollar amounts and Portion and Milestone descriptions.	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of schedule 4)</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c), and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the description of certain Portions and Milestones; (ii) the Date for Substantial Completion and Completion of each Portion; (iii) the Date for Milestone Achievement of each Milestone; and (iv) the rate of Liquidated Damages if Substantial Completion, Completion or Milestone Achievement does not occur by the Date for Substantial Completion, the Date for Completion or the Date for Milestone Achievement; <p>b) exposing the redacted information would reveal the risk that the PS Contractor priced and accepted in relation to the Liquidated Damages regime and the relevant Dates for Substantial Completion, Completion and Milestone Achievement. Exposing this information may provide insight into the PS Contractor's views on its potential capabilities and the likelihood of delays to the project;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the PS Contractor to achieve Substantial Completion and Completion of the relevant portions by the Date for Substantial Completion and Date for Completion and to reach Milestone Achievement of the relevant Milestones by the Date for Milestone Achievement, otherwise liquidated damages will become payable. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates, dollar amounts and portion descriptions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
61.	Schedule A4 (<i>Pre-Agreed Modifications</i>)	The redacted information is the dates, dollar amounts, time periods and references to a redacted provision.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted schedule concerns the Pre-Agreed Modifications. The information redacted includes:</p> <ul style="list-style-type: none"> (i) the date by which the Principal has a right to exercise the Pre-Agreed Modification; (ii) the amendments to the SWTC if the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Principal chooses to exercise the Pre-Agreed Modification;</p> <p>(iii) commercially sensitive information sensitive information regarding the OSD Enabling Works;</p> <p>(iv) adjustments to the Contract Sum if the Principal chooses to exercise the Pre-Agreed Modification; and</p> <p>(v) dates and amounts related to the relevant Pre-Agreed Modification.</p> <p>b) the redacted information schedule provides visibility on the PS Contractor's profit margins. The information also reveals the apportionment of risk that the PS Contractor is willing to price and accept for each Pre-Agreed Modification; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
62.	Schedule A5 (<i>Significant Subcontractors</i>)	The information redacted are the names, ABN and	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		addresses of the Significant Subcontractors.	<p>could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is the names of the Significant Subcontractors under the SDD; and b) if the redacted information were to be disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the PS Contractor, thereby prejudicing the PS Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Schedule A7 (Subcontractor Warranties)	The information redacted is the beneficiaries and warranty periods.	<p><i>Section 32(1)(d), item 1(f)</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the warranty periods and the beneficiaries of the warranty periods that the PS Contractor must procure from the relevant subcontractors; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to the design lives of specific parts of the works, and therefore the level of risk that the PS Contractor was willing to price and accept; c) the warranty periods provide insight into the subcontractor's capabilities, and that information

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	<p>is expected to be used by the PS Contractor in the future. Additionally, this information may provide insight into the PS Contractor's ability to obtain certain warranty periods from the market; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Schedule A8 (<i>Modification Procedure</i>)	The information redacted is three entire definitions, a name of an individual, references to a redacted provision, percentages, dollar amounts and time periods.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted schedule contains the negotiated procedure for Modifications. The information redacted includes:</p> <ul style="list-style-type: none"> (i) a cap for reimbursements; (ii) the specific circumstances where the Principal must issue a Modification Proposal Request to the PS Contractor and the procedure, timeframe and the entitlement applicable to those specific

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>circumstances;</p> <p>(iii) a commercially sensitive mechanism negotiated by the Principal and the PS Contractor regarding the OSD Enabling Works; and</p> <p>(iv) a person's name, timeframes and dollar amounts;</p> <p>b) exposing the redacted information would reveal the apportionment of risk that the Principal and the PS Contractor were willing accept with respect to Modifications under the SDD. It may also provide insight into the PS Contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
65.	<p>Clauses 1.2, 1.3, 1.4, 1.5 and 1.6</p> <p>Schedule A12 (PS Contractor Insurance</p>	<p>The information redacted is entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>Requirements)</i>		<p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out the limits of the insurance policies that the PS Contractor is required to effect and maintain;</p> <p>b) exposing the redacted information would reveal the level of insurance risk that the PS Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Schedule A13 (<i>Insurance Policies</i>)	The information redacted is a date and dollar amounts.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the date a Memorandum of Insurance was issued to the Principal, the disclosure of which may prejudice the Principal's legitimate business or commercial interests;</p> <p>b) the redacted information sets out the limits of the insurance policies that the PS Contractor is required to effect and maintain, and exposing the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>redacted information would reveal the level of insurance risk that the PS Contractor was willing to price and accept; and</p> <p>c) the public interest has been served by revealing the insurances procured by the Principal for the project. In light of this disclosure, there is an overriding public interest against the disclosure of the relevant dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Schedule A14 (<i>Independent Certifier Deed</i>)	The information redacted are entire clauses, part of the Schedule 2 (<i>Payment Schedule</i>), part of the table in Schedule 3 (<i>Minimum Resources Commitment</i>), contact details, the names of individuals, and a dollar amount.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out commercially sensitive information regarding:</p> <ul style="list-style-type: none"> (i) the Independent Certifier's total aggregate liability, including limits on the Independent Certifier's liability; and (ii) payment arrangements for the works and services delivered under the Independent Certifier Deed; <p>b) the redacted information also specifies an individual's name;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal, the PS Contractor and the Independent Certifier in relation to liability under the Independent Certifier Deed. Exposing this information may</p>

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			<p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>provide insight into the parties views on the likelihood of certain risks arising;</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>e) The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
68.	Schedule A16 (<i>Form of Collateral Warranty Deed Poll</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the form of the collateral warranty required to be provided in relation to works which the PS Contractor is required to design, construct and handover to the Principal; and</p> <p>b) revealing the information would disclose an apportionment of the risk between the parties and the nature of risk the PS Contractor was</p>

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			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Schedule A17 (<i>Master Interface Protocols Deed Poll</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is a deed poll to be entered into by the PS Contractor which sets out mechanisms to address interface risk on the Sydney Metro City & Southwest project; b) exposing the redacted information would reveal the apportionment of risk between parties, and the risk that the PS Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
70.	Schedule A20 (IDAR Panel Agreement)	The information redacted is information related to the rates payable, names of individuals and contact details, time periods and a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out, among others, the method for calculating fees in the case of a Dispute between the parties and fees payable to Members of the IDAR Panel under the IDAR Panel Agreement; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; c) the public interest has been served by disclosing the mechanism in respect of personnel; and d) the Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and it outweighed by the public interest against the disclosure as identified above.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	Review: This information would be reviewed for disclosure as events and circumstances change.
71.	Schedule A24 (<i>Operator Cooperation and Integration Deed</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c), and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the interface agreements that the PS Contractor is to enter into with the Operator; b) the disclosure of the redacted information would reveal the level of interface risk that the PS Contractor was willing to price and accept in relation to interface of the Project Works with the works to be performed by the Operator; c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the PS Contractor in relation to the interface agreements to which the PS Contractor will be a counterparty; d) therefore the disclosure of this information would: <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>(ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
72.	Schedule A25 (<i>LW Contractor Cooperation and Integration Deed</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c), and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the interface agreements that the PS Contractor is to enter into with the LW Contractor; b) the disclosure of the redacted information would reveal the level of interface risk that the PS Contractor was willing to price and accept in relation to interface of the Project Works with the works to be performed by the LW Contractor; c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>position with the PS Contractor in relation to the interface agreements to which the PS Contractor will be a counterparty;</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Schedule A26 (<i>TSE Cooperation and Integration Deed</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c), and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the interface agreements that the PS Contractor is to enter into with the TSE Contractor; b) the disclosure of the redacted information would reveal the level of interface risk that the PS

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor was willing to price and accept in relation to interface of the Project Works with the works to be performed by the TSE Contractor;</p> <p>c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the PS Contractor in relation to the interface agreements to which the PS Contractor will be a counterparty;</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
74.	Schedule A27 (<i>Nominated Subcontracts</i>)	The information redacted is the names of the Nominated Subcontractors and a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out limitations on the PS Contractor's and the BMCS Contractor's liability in connection with a particular event; b) exposing the redacted information would reveal the apportionment of risk between the Principal, the BMCS Contractor and the PS Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the PS Contractor's and the BMCS Contractor's views on the likelihood of that key risk arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
75.	Schedule A28 (<i>Information Documents</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to certain elements under the SDD, and therefore the level of risk that the PS Contractor was willing to price and accept to perform the Project Works; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Schedule A29 (<i>Personnel</i>)	The information redacted is the names of individual people and their organisations.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name and organisation.</p> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
77.	Schedule A30 (<i>Home Building Act</i>)	The information redacted is entire	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an</p>

Item	Clause (and description)	general Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Requirements)	clauses and parts of clauses.	<p><i>in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information relates to obligations to perform certain legislative requirements; b) exposing the redacted information would reveal the apportionment of risk between the Principal, the BMCS Contractor and the PS Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the PS Contractor's and the BMCS Contractor's views on the likelihood of that key risk arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
78.	Schedule B16	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out activities requiring collaboration between the PS Contractor and other contractors on the project,

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the dates by which those activities are required to be achieved, and the amounts of the collaboration payments which may be due upon achievement of the collaboration events;</p> <p>b) revealing the information provides insight into key interfaces and risks between different procurement packages on the Sydney Metro City & Southwest project and the dollar value the Principal was prepared to ascribe to those collaboration events being achieved; and</p> <p>c) the Principal is still in the process of engaging contractors on the Sydney Metro City & Southwest project, and if the redacted information were to be disclosed, potential contractors may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Schedule C2 (<i>Principal's Design Stage 1 Documents</i>), Schedule C3 (<i>PS Contractor's Tender Design</i>), Schedule C4 (<i>PS Contractor's Tender Design Development</i>),	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to certain</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Schedule C5 (<i>Design Documentation to be reviewed by the Independent Certifier at Design Stage 2</i>)		<p>place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>elements under the SDD, and therefore the level of risk that the PS Contractor was willing to price and accept to perform the Project Works; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Schedule D1 (<i>Site Access Schedule</i>)	The information redacted are dates.	<p><i>Section 32(1)(d), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of the information may place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information provides details regarding whether or not the Early Site Access Date, Site Access Date and Site Access Expiry Date are applicable in respect of particular parts</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and other contractors.</p> <p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>of the site, and the relevant dates as applicable;</p> <p>b) the PS Contractor has obligations under the SDD with respect to accessing the Construction Site, and other contractors are required to perform works by reference to the redacted dates. Revealing the information would provide insight into the PS Contractor's programme and the level of risk that the PS Contractor was willing to price and accept. If this information were revealed, it could place the PS Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the PS Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the PS Contractor and prejudice its legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the balance of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
81.	Schedule D2 <i>(Requirements of Approvals)</i>	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the obligation to pay the costs of the Independent Property Impact Assessment Panel;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the PS Contractor's profit margins in relation to the SDD; and</p> <p>c) disclosure of the redacted information may provide insight into how the PS Contractor priced and accepted its costs for the project. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
82.	Schedule D4 <i>(Requirements of Third Party Agreements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the extent of the Principal's responsibility and obligations for certain third party agreements;</p> <p>b) exposing the redacted information would reveal the allocation of risk under the SDD in respect of fulfilling the requirements of third party agreements; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors, and would place the Principal at a substantial commercial disadvantage in its negotiations with other contractors and third parties involving the same third party agreements. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
83.	Schedule D5 (<i>Third Party Agreements</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Third Party Agreements between the Principal and third parties; b) the Principal is still in the process of negotiating third party agreements for the Sydney Metro City and Southwest Project. The disclosure of the redacted information may affect the status of these negotiations; and c) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the PS Contractor in relation to the draft Third Party Agreements, and therefore the risk that the PS Contractor was willing to price and accept. If this information

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Schedule D6 (<i>Adjoining Properties</i>)	The information redacted is a table.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the information redacted sets out the rights regarding Adjoining Properties that the Principal is to acquire under the SDD. It includes information on the nature of the licence, the period for which the licence will operate, and the relevant site area;</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>(c) revealing the information could prejudice the Principal's legitimate business, commercial or financial interests, and also affect the Principal's</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>procurement of third parties for future projects, thereby compromising the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Schedule D7 (Requirements of Adjoining Property Owner Agreements)	The information redacted is a table and names of individuals.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the extent of the parties responsibility under certain Adjoining Property Owner Agreements. The PS Contractor is responsible for all obligations under an Adjoining Property Owner Agreement not expressly assumed by the Principal in one of the tables; b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the PS Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the PS Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Schedule D8 (Requirements of Adjoining Property Easements)	The information redacted is a table.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the extent of the parties responsibility under certain Adjoining Property Owner Easements. The PS Contractor is responsible for all obligations under an Adjoining Property Owner Easements not expressly assumed by the Principal in one of the tables;</p> <p>b) the Principal is still in the process of negotiating the Adjoining Property Owner Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the PS Contractor in relation to the Adjoining Property Easements, and therefore the risk that the PS Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Schedule D9 (<i>Pro-forma Adjoining Property Owner Agreement</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the information redacted sets out the pro-forma Adjoining Property Owner Agreement that the Principal is entering into with adjoining landowners;</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If</p>

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			<p><i>of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>(c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the PS Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the PS Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
88.	Schedule D10 (<i>Pro-forma Adjoining Property Easement</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the information redacted sets out the pro-forma Adjoining Property Easement that the Principal is</p>

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			<p>functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>entering into with adjoining landowners;</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>(c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the PS Contractor in relation to the Adjoining Property Easements, and therefore the risk that the PS Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Schedule D11 (<i>Draft Subdivision Plan</i>)	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraph (d) of the definition of "commercial-in-confidence provisions" at section 1 of</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Schedule 4</i></p> <p>The disclosure of this information may reveal intellectual property in which the PS Contractor has an interest.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information because:</p> <p>a) the redacted information is the Draft Subdivision Plan identifying the stratum lots to be created in connection with the Pitt St Integrated Station Development and which will be registered with the NSW Land Registry Services pursuant to the terms of the SDD;</p> <p>b) the draft Subdivision Plan remains subject to finalisation and registration with the NSW Land Registry Services, and the premature disclosure of the Subdivision Plan may prejudice:</p> <ul style="list-style-type: none"> (i) the effective exercise by an agency of its functions; and (ii) the parties' legitimate business, commercial or interests in the event that the plans are amended before being registered with the NSW Land Registry Services; <p>c) the draft Subdivision Plan contains drawings which are intellectual property in which the PS Contractor has an interest;</p> <p>d) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>commercial or financial interests; and</p> <p>e) the public interest has been served by revealing the existence of the Subdivision Plan.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
90.	Schedule D12 (Subdivision Requirements)	The information redacted is entire clauses, parts of clauses and time periods.	<p><i>Section 32(1)(d), item 4(d) of the table in section 14</i></p> <p>The disclosure of this information could prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information describes requirements relating to Subdivision in connection with the Project Works, including:</p> <ul style="list-style-type: none"> a. amendments to Draft Subdivision Documents; b. Subdivision Proposals; c. staged subdivision; and d. timeframes in relation to the above; <p>b) revealing this information would make readily accessible to third parties information about specific requirements for the purpose of the Subdivision of the Project Works, and disclosure would accordingly make this information prematurely available to parties with whom the Principal may need to negotiate for the procurement of future subdivisions on related projects;</p> <p>c) revealing the information could place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the disclosure would prejudice the Principal's negotiating position in respect of such subdivision and the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Schedule D13 (Subdivision Principles)	The information is an entire definition, parts of clauses and entire clauses.	<p><i>Section 32(1)(a), paragraph (d) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information may reveal intellectual property in which the PS Contractor has an interest.</p> <p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, and prejudice a person's legitimate business, commercial or financial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information describes specific features of the PS Contractor's proposed use of the land, potential additional easements required in connection with the project works and process for finalisation of those easements, and a process for allocation of costs under the BMS;</p> <p>b) revealing the information would make readily accessible to third parties information about specific easements which may be required to be procured for the purpose of the project works, acceptable uses for ISD components and disclosure would accordingly make this information prematurely available to parties with</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>whom the Principal may need to negotiate for the procurement of future interest and rights on related projects;</p> <p>c) the disclosure would prejudice the Principal's negotiating position in respect of such issues and the parties' legitimate business, commercial or financial interests;</p> <p>d) this schedule contains commercial information which is intellectual property in which the PS Contractor has an interest; and</p> <p>e) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
92.	Schedule D14 (<i>Draft Building Management Statement</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (d) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information may reveal intellectual property in which the PS Contractor has an interest.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information is the draft form of BMS;</p> <p>b) the entirety of the redacted information is information which is still in draft form and remains to be resolved by the parties. The</p>

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			<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, the PS Contractor's cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person, or prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure of the information at this stage would provide a reference point which may prejudice the parties' legitimate business, commercial or financial interests in the event the final agreed Building Management Statement is made available as future clients, competitors, and contractors could make an assessment of the parties' relative strengths and weaknesses as evidenced by the final negotiated position;</p> <p>c) this schedule contains commercial information which is intellectual property in which the PS Contractor has an interest;</p> <p>d) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>e) the disclosure of the information may diminish the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
93.	Schedule D15 (<i>ISD Operations Principles</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(c) and 4(d)</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details of the ISD Operations Principles; and b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
94.	Schedule D16 (<i>Section 88B Instruments</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (d) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information may reveal intellectual property in which the PS Contractor has an interest.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is a draft instrument setting out terms of easements and restrictions on the use of land intended to be created pursuant to section 88B of the <i>Conveyancing Act 1919</i> (NSW) (section 88B Instrument) which will apply in connection with areas governed by the draft Building Management Statement once registered;

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			<p>by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person, or prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the draft section 88B Instrument remains subject to finalisation and registration with the NSW Land Registry Services, and the premature disclosure of the Section 88B Instrument may prejudice:</p> <ul style="list-style-type: none"> (i) the effective exercise by an agency of its functions; and (ii) the parties' legitimate business, commercial or interests in the event that the plans are amended before being registered with the NSW Land Registry Services; <p>c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests;</p> <p>d) this schedule contains commercial information which is intellectual property in which the PS Contractor has an interest; and</p> <p>e) the public interest has been served by revealing the existence of the draft section 88B Instrument.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
95.	Schedule D17 (PS Contractor's Initial Program)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, the PS Contractor's cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person, or prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the PS Contractor's initial program; b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests; and c) the Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
96.	Schedule E1 (<i>Contract Sum Schedule</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the PS Contractor's cost structure, profit margins or full base case financial model and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out payment arrangements for the works and services delivered under the SDD; b) the information is commercial-in-confidence as its disclosure would provide visibility on the PS Contractor's profit margins in relation to the work; c) the itemisation of work may also reveal a program which the PS Contractor has invested a significant amount of time developing, and which the PS Contractor may want to use in future bids to gain a competitive advantage; and d) disclosure of the redacted information may provide insight on how the PS Contractor priced and accepted the work for the project. If this information were revealed, it could place the PS Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the PS Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the PS Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for</p>

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				disclosure as events and circumstances change.
97.	Schedule E2 (Performance Incentive Payment Schedule)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the mechanism and rates for calculating Performance Incentive Payments under the SDD which is commercially sensitive and, if disclosed, may provide a unique insight into the PS Contractor's cost structures; b) revealing the information would provide insight into the PS Contractor's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties; c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
98.	Schedule E3	The information redacted is the	<i>Section 32(1)(d), items 4(c) and 4(d)</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire schedule.	<p><i>of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out activities requiring collaboration between the PS Contractor and other contractors on the project, the dates by which those activities are required to be achieved, and the amounts of the collaboration payments which may be due upon achievement of the collaboration events; b) revealing the information provides insight into key interfaces and risks between different procurement packages on the Sydney Metro City & Southwest project and the dollar value the Principal was prepared to ascribe to those collaboration events being achieved; and c) the Principal is still in the process of engaging contractors on the Sydney Metro City & Southwest project, and if the redacted information were to be disclosed, potential contractors may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
99.	Schedule E4	The information redacted is the	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire schedule.	<p><i>in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the mechanism for calculating the PS Contractor's cost entitlements, including the applicable margins and rates; b) the information is commercial-in-confidence as its disclosure would provide visibility on the PS Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the PS Contractor priced and accepted the work for the project. If this information were revealed, it could place the PS Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the PS Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the PS Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
100.	Schedule E6 (<i>Form of Parent Company Guarantee</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Parent Company Guarantee required under the SDD;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the PS Contractor and the PS Contractor Guarantor in relation to certain obligations under the SDD, and therefore the level of risk that the PS Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
101.	Schedule E7 (<i>Delay Costs</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the mechanism</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and rates for calculating delay costs under the SDD; and</p> <p>b) revealing the information would provide insight into the PS Contractor's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties;</p> <p>c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
102.	Schedule E8 (<i>Provisional Sum Work</i>)	The information redacted part of a table.	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4)</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the mechanism and rates for calculating the amounts payable for Provisional Sum Work which is commercially sensitive and, if disclosed, may provide a unique insight into the PS Contractor's cost structures; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
103.	Schedule F1 (<i>Electronic files</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PS Contractor's cost structure or profit margins and would place the PS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the PS Contractor in relation to certain elements under the SDD, and therefore the level of risk that the PS Contractor was willing to price and accept to perform the Project Works; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>



Execution Version

Pitt Street Integrated Station Development Station Delivery Deed

Contract No: 506

Sydney Metro

ABN 12 354 063 515

and

CPB Contractors Pty Limited

ABN 98 000 893 667

The Contract Sum under this deed is [REDACTED]

Warnings required under the *Home Building Act 1989* (NSW):

The total amount payable under this deed may be varied in accordance with the provisions listed in clause 1 of Schedule A30 (*Home Building Act Requirements*).

There is a cooling off period in respect of this deed. The Principal may rescind this deed at any time within 5 clear Business Days of receiving a signed copy of this deed by providing written notice to the PS Contractor that complies with the requirements of section 7BA of the *Home Building Act 1989* (NSW).

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THIS DEED is made on 16TH SEPTEMBER 2019

BETWEEN:

- (1) **Sydney Metro** ABN 12 354 063 515, a NSW 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**); and
- (2) the entity referred to in item 1 of the Reference Schedule (**PS Contractor**).

RECITALS:

- (A) The Principal is procuring Sydney Metro City & Southwest on behalf of the NSW government and the people of New South Wales.
- (B) Following completion of a request for tenders process, the Principal selected:
 - (1) the PS Contractor as the successful tenderer for the delivery of the Project Works;
 - (2) the PS North Developer as the successful tenderer for the delivery of the North Over Station Development; and
 - (3) the PS South Developer as the successful tenderer for the delivery of the South Over Station Development.
- (C) The Principal and the PS Contractor now wish to enter into this deed to set out the terms on which the PS Contractor will:
 - (1) design, construct, test, commission and complete the Project Works and otherwise carry out the PS Contractor's Activities;
 - (2) interface and co-ordinate the PS Contractor's Activities with the activities of the Interface Contractors and the PS Developers' Activities; and
 - (3) hand over the Project Works to the Principal.
- (D) The Principal and the PS North Developer will separately enter into the OSD PDA (North) in respect of the North Over Station Development.
- (E) The Principal and the PS South Developer will separately enter into the OSD PDA (South) in respect of the South Over Station Development.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context or express provisions of this deed otherwise require, capitalised words and phrases used in this deed have the meanings given to them in Schedule A2 (*Definitions*).

1.2 Interpretation

In this deed headings (including headings in parentheses in sub-clauses) are for convenience only and do not affect the interpretation of this deed and unless the context indicates a contrary intention:

- (a) "person" includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (b) a reference to a "party" to this deed or a "person" or "entity" includes that party's, person's or entity's executors, administrators, successors and permitted substitutes and assigns, including persons taking part by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (c) a reference to a "document", "contract", "deed" or "agreement" is to that document, contract, deed or agreement as updated, varied, novated, ratified or replaced from time to time;
- (d) a reference to any "Authority", "institute", "association" or "body" is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed, replaced or restructured 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, restructured 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 is dissolved or ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;
- (e) a reference to a "statute" includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:
 - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
 - (ii) any consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to:
 - (i) a "part" or a "schedule" is a reference to a part or schedule to or of this deed;
 - (ii) this deed includes all schedules to it; and
 - (iii) the SWTC includes all appendices to the SWTC;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) "includes" in any form is not a word of limitation;
- (j) a reference to "\$" or "dollar" is to Australian currency;
- (k) any reference to "information" will be read as including information, representations, statements, data, samples, bore logs, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated;

- (l) anything (including an amount) is a reference to the whole and each part of it and the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (m) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (n) words and terms defined in the GST Law have the same meaning in clauses concerning GST;
- (o) if a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled;
- (p) references to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled;
- (q) a time of day is a reference to Sydney time;
- (r) words in parentheses after a cross reference to a clause must not be used in the interpretation of this deed; and
- (s) any reference to the Principal's intention and objectives for the Project Works under this deed including under clause 2.3(e) and clause 2 must be read subject to, and are limited by, the requirements of the SWTC.

1.3 Order of precedence

- (a) The documents which comprise this deed (other than the PS Contractor's Tender Design) are to be regarded as mutually explanatory and anything contained in one but not the others will be equally binding as if contained in all of them.
- (b) If there is any Error in or between the various documents that comprise this deed then, except to the extent clause 4.2 (*Principal's Design Stage 1 Documents*) and clause 4.3 (*PS Contractor's Tender Design*) apply:
 - (i) if the Error is between the documents comprising this deed, the documents will be given precedence in accordance with the following:
 - (A) the General Conditions; and
 - (B) the schedules;
 - (ii) the requirements in the SWTC are minimum requirements, including technical, operational and performance requirements, for the Project Works, Temporary Works and PS Contractor's Activities which the PS Contractor must satisfy to fulfil its obligations under this deed;
 - (iii) if more than one requirement applies in respect of any part of the Project Works, the Temporary Works or the PS Contractor's Activities then all requirements must be satisfied;
 - (iv) to the extent clause 1.3(b)(i) to clause 1.3(b)(iii) (inclusive) do not apply or resolve the Error, the document, term or requirement which prescribes or requires the greatest level of service or the highest standard of compliance,

consistent with (at a minimum) complying with all Approvals, will take precedence (unless the Principal's Representative directs otherwise); and

- (v) to the extent clause 1.3(b)(i) to clause 1.3(b)(iv) (inclusive) do not apply or resolve the Error and the Error is between figured and scaled dimensions, figured dimensions will prevail over the scaled dimensions.
- (c) To the extent that the PS Contractor is required to comply with a Project Plan, the terms of this deed will have precedence over the Project Plan to the extent of any Error. A Project Plan cannot impose an obligation on the Principal to do something different to, or earlier than, what is required by this deed.
- (d) Where the PS Contractor considers that there is an Error in or between the provisions of this deed, it must promptly notify the Principal's Representative in writing, who must give the PS Contractor a direction as to the interpretation to be followed.

1.4 **No bias against drafter**

No provision of this deed is to be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

1.5 **Business Day**

If the day on or by which anything must be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

1.6 **Authorities**

- (a) **(No fettering of discretion)** The PS Station Contract Documents will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of:
 - (i) the Principal or any other Public Transport Agency to exercise any of their respective functions and powers pursuant to any Law; or
 - (ii) the ASA to exercise any of its functions and powers pursuant to the ASA Charter.
- (b) **(No act or omission)** Without limiting clause 1.6(a), anything the Principal, any other Public Transport Agency or the ASA does, or fails to do or purports to do, pursuant to their respective functions and powers either as an AEO or an Authority or under any Law or pursuant to the ASA Charter, will be deemed not to be an act or omission by the Principal, the Public Transport Agency or the ASA under this deed (including a breach of contract) and the Principal will have no Liability to the PS Contractor in relation thereto.
- (c) **(Breach by the Principal)** Clause 1.6(a) and clause 1.6(b) do not limit any Liability which the Principal would have had to the PS Contractor under this deed as a result of a breach by the Principal of a term of this deed but for clause 1.6(a) and clause 1.6(b).
- (d) **(Exercise of statutory functions)** The PS Contractor acknowledges that:
 - (i) Authorities (other than the Principal) that have jurisdiction over aspects of the PS Contractor's Activities, parts of the Construction Site and other areas affected by the PS Contractor's Activities (including Extra Land) may, from time to time, exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the PS Contractor's Activities or the Project Works generally; and

- (ii) except to the extent expressly stated otherwise in this deed, the PS Contractor bears the risk of all occurrences of the kind referred to in clause 1.6(d)(i), and the Principal will have no Liability to the PS Contractor arising out of or in any way in connection with such occurrences.

1.7 Best or reasonable endeavours

If the Principal is required under the terms of this deed to exercise best or reasonable endeavours:

- (a) the Principal will only be obliged to bring about the relevant outcome to the extent that it is reasonably able to do so, having regard to its resources and other responsibilities;
- (b) the Principal is not obliged to expend any money or make any payment to the PS Contractor or any other person;
- (c) the Principal cannot ensure the relevant outcome; and
- (d) the Principal does not agree to:
 - (i) interfere with or influence the exercise by any person of a statutory power or discretion;
 - (ii) exercise a power or discretion or otherwise act in a manner that promotes the objectives and expected outcomes of the PS Station Contract Documents if the Principal regards that exercise as not in the public interest;
 - (iii) develop policy or legislate by reference only or predominantly to the objectives and expected outcomes of the PS Station Contract Documents;
 - (iv) procure legislation in the future in a manner that is only consistent with the objectives and expected outcomes of the PS Station Contract Documents; or
 - (v) act in any other way that the Principal regards as not in the public interest.

1.8 Principal's rights do not affect risk allocation

- (a) **(Monitoring performance)** The Principal has various rights under this deed which are designed to give the Principal the ability to monitor the performance of the PS Contractor's obligations under the PS Station Contract Documents. Those rights include:
 - (i) the right to review Project Plans, Design Documentation, Asset Management Information, the PS Contractor's Program, Progress Reports and other documents which the PS Contractor must submit to the Principal or the Principal's Representative pursuant to this deed (**PS Contractor Submissions**); and
 - (ii) rights to inspect, monitor, audit and test the Project Works.
- (b) **(No relief)** Neither the exercise of, nor the failure to exercise, such rights will:
 - (i) relieve the PS Contractor from, or alter or affect, the PS Contractor's Liabilities, obligations or responsibilities;
 - (ii) prejudice or limit the Principal's rights against the PS Contractor; or

- (iii) preclude the Principal from subsequently asserting that the PS Contractor has not fulfilled its obligations,

whether under this deed or otherwise according to Law.

- (c) **(No assumption of risk)** Unless otherwise expressly provided for in this deed:
 - (i) acceptance of any certificate, statement, assessment, report or plan provided by the PS Contractor to the Principal's Representative is not approval by the Principal or the Principal's Representative of the PS Contractor's performance of its obligations under this deed;
 - (ii) neither the Principal nor the Principal's Representative is obliged to review, assumes or owes any duty of care to the PS Contractor to review, or if it does review, in reviewing any PS Contractor Submissions for errors, omissions or compliance with this deed or any Law;
 - (iii) no review of, comments on, consent to, information supplied to or notice in respect of, or any failure to review, provide information, comment on, consent to or give any notice in respect of any PS Contractor Submissions will:
 - (A) relieve the PS Contractor from, or alter or affect, the PS Contractor's Liabilities, obligations, warranties or responsibilities or prejudice or limit the Principal's rights against the PS Contractor whether under this deed or otherwise according to Law;
 - (B) constitute an instruction to accelerate, disrupt, prolong or vary any of the Project Works; or
 - (C) affect the time for the performance of the PS Contractor's obligations;
 - (iv) the PS Contractor will not be relieved from compliance with any of its obligations under this deed or from any of its Liabilities as a result of:
 - (A) compliance with any Project Plan;
 - (B) any audits or other monitoring by the Principal of the PS Contractor's compliance with any Project Plan;
 - (C) any failure by the Principal, or anyone acting on behalf of the Principal, to detect any non-compliance including where any failure arises from any negligence on the part of the Principal or anyone acting on behalf of the Principal; or
 - (D) any consent provided by the Principal or any failure or refusal by the Principal to provide consent;
 - (v) neither the Principal nor the Principal's Representative assumes or owes any duty of care to the PS Contractor to inspect, or if it does so inspect, in inspecting, the performance of the obligations of the PS Contractor or the Project Works for errors, omissions or compliance with the requirements of this deed;
 - (vi) any inspection of such matters (or lack of inspection) by or on behalf of the Principal will not in any way:
 - (A) relieve the PS Contractor from, or alter or affect, the PS Contractor's Liabilities, obligations, warranties or responsibilities; or

- (B) prejudice or limit the Principal's rights against the PS Contractor,
whether under this deed or otherwise according to Law; and
- (vii) the PS Contractor is relying on its own skill and judgment, and that of the PS Contractor's Associates, in relation to all aspects of the PS Contractor Submissions, the PS Contractor's Activities, the Project Works and Temporary Works and is not relying on the skill or judgment of the Principal or any of the Principal's Associates.
- (d) **(No Liability)** The Principal will have no Liability to the PS Contractor and is released from any Loss incurred or suffered by the PS Contractor or its Associates because of any defect or omission in, or any issue arising out of any PS Contractor Submissions.

1.9 **Electronic files**

Where this deed refers to an electronic file on a separate disc or other electronic storage device which forms part of this deed, those electronic files are contained in the disc or other electronic storage device identified in Schedule F1 (*Electronic files*).

2. **GENERAL OBLIGATIONS**

2.1 **Objectives and Project Values**

- (a) **(Objectives)** Each party will, subject to and in accordance with this deed, perform its obligations under this deed having regard to the achievement of:
 - (i) the Sydney Metro City & Southwest Strategic Objectives;
 - (ii) the Pitt Street ISD Objectives; and
 - (iii) the Principal's Vision Statement.
- (b) **(Project Values)** Each party will adhere to and uphold the Project Values and work collaboratively in a spirit of mutual trust and cooperation in the performance of their obligations under this deed.
- (c) **(Principal's rights not affected)** The obligations under clause 2.1(b) will not affect clause 1.7 (*Best or reasonable endeavours*) or the exercise of a right or discretion under this deed by the Principal or the Principal's Representative.

2.2 **Design and construction of Project Works**

The PS Contractor must perform the PS Contractor's Activities in accordance with the SWTC, Good Industry Practice and this deed and so that:

- (a) the Project Works, when constructed in accordance with the Final Design Documentation, will, in the case of:
 - (i) the Trackway Portion, upon Substantial Completion; and
 - (ii) each Non-Trackway Portion, upon Completion,

satisfy the Project Requirements and will at all relevant times thereafter be capable of satisfying the Project Requirements (subject to the Principal and the Operator operating and maintaining the Project Works in accordance with the operation and maintenance manuals forming part of the Asset Management Information);

- (b) the PS Contractor reaches each Significant Completion by the relevant Significant Date;
- (c) at Milestone Achievement, the relevant PS Contractor's Activities and the Project Works are sufficiently developed to allow all relevant Interface Contractors to perform their respective Interface Works without disruption and delay caused by the PS Contractor;
- (d) at Substantial Completion of the Trackway Portion and Completion of each Non-Trackway Portion, that Portion satisfies the Project Requirements; and
- (e) the Third Party Works are also carried out in accordance with the PS Contractor's obligations in Schedule D4 (*Requirements of Third Party Agreements*), Schedule D7 (*Requirements of Adjoining Property Owner Agreements*) and Schedule D8 (*Requirements of Adjoining Property Easements*).

2.3 Project Requirements

The Project Requirements are:

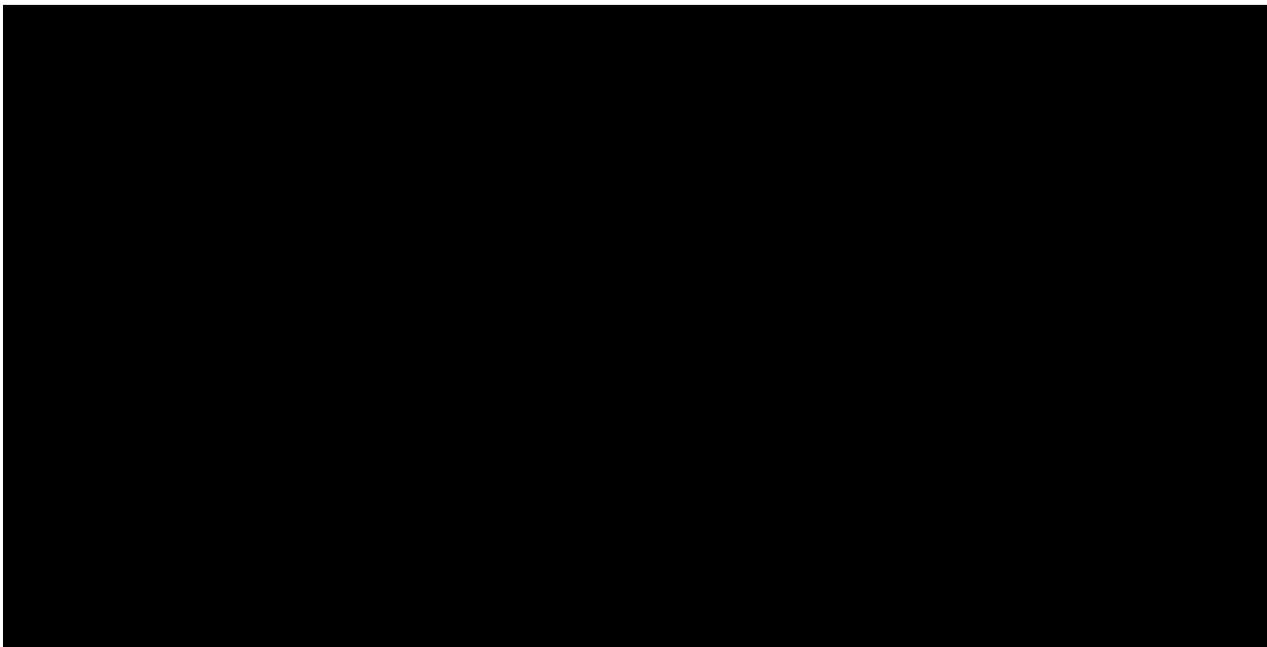
- (a) **(Part of an operating and integrated rail system)** Project Works which:
 - (i) are an integral part of an operating and integrated rail system which provides frequent high speed mass transit services between Chatswood and Bankstown;
 - (ii) are capable of:
 - (A) accommodating various rolling stock, railway track, rail systems and related equipment to the extent described in, referred to, contemplated by or which can reasonably be inferred from this deed;
 - (B) continuous operation;
 - (C) operation by either the State of New South Wales or private operator(s) on its behalf;
 - (D) expansion, further development, upgrade, augmentation and extension to the extent described in this deed;
 - (E) connection to and/or integration with other transport infrastructure to the extent referred to in this deed; and
 - (F) accommodating future construction and development of buildings, over station developments and/or other infrastructure (including the OSD) on, over, under or adjacent to the Project Works and Pitt Street Station to the extent referred to in this deed;
- (b) **(Temporary Works which are fit for purpose)** Temporary Works which at all relevant times are fit for their intended purpose;
- (c) **(Project works which are fit for purpose)** Project Works which:
 - (i) in the case of:
 - (A) the Trackway Portion, upon Substantial Completion; and
 - (B) each Non-Trackway Portion, upon Completion,

are fit for their intended purpose; and

- (ii) at all relevant times thereafter are capable of remaining fit for their intended purpose (subject to the Principal and the Operator operating and maintaining the Project Works in accordance with the operation and maintenance manuals forming part of the Asset Management Information); and
- (d) **(Other requirements)** PS Contractor's Activities, Project Works and Temporary Works which, in whole and in part:
 - (i) comply with the SWTC;
 - (ii) subject to clause 4.2(b), comply with the Principal's Design Stage 1 Documents;
 - (iii) comply with Law; and
 - (iv) are integrated with the OSD and, to the extent referred to in a PS Station Contract Document, the TSE Works, the LW Works, the TSOM Works and all other Interface Work.
- (e) **(Interpretation)** In this deed, subject to clause 1.2(s), any reference to the Project Works, the Temporary Works or the Design Documentation, or any part of any of them, being fit for their purpose, intended purpose or having an intended use, will be read as referring to the purpose, intended purpose or intended use stated in, contemplated by or which can reasonably be inferred from this deed.

2.4 Quality of work

- (a) The PS Contractor must in carrying out the PS Contractor's Activities use the materials and standard of workmanship required by this deed.
- (b) In the absence of any other requirement, the PS Contractor must use suitable new materials and ensure that all workmanship and materials are fit for their intended purpose and in accordance with Good Industry Practice.



2.6 **Principal's Statement of Business Ethics**

- (a) **(Compliance)** The PS Contractor must at all times comply with the Principal's "Statement of Business Ethics", a copy of which is available at www.transport.nsw.gov.au (**Principal's Statement of Business Ethics**).
- (b) **(Subcontractor acknowledgement)** Prior to the engagement of any Subcontractor by the PS Contractor, the PS Contractor must obtain a written acknowledgement from such Subcontractor that it has received, read, understood and will comply with the Principal's Statement of Business Ethics.

2.7 **Workforce development and industry participation**

The PS Contractor must:

- (a) ensure that workforce development is addressed throughout the performance of the PS Contractor's Activities;
- (b) comply with the workforce development requirements set out in Appendix F4 of the SWTC; and
- (c) cooperate with the Principal and provide any assistance or documentation that the Principal may reasonably require in relation to the implementation of its workforce development and industry participation initiatives for Sydney Metro City & Southwest.

3. **SECURITY**

3.1 **Unconditional undertakings**

- (a) **(Provision)** The PS Contractor must:
 - (i) on the date of this deed, give to, or procure and provide to, the Principal [REDACTED] unconditional undertakings which in aggregate are equal to [REDACTED] and [REDACTED];
 - (ii) as a pre-condition to commencement of work on the Construction Site, give to, or procure and provide to, the Principal [REDACTED] further unconditional undertakings which in aggregate are equal to [REDACTED] so that, subject to its right of recourse, the Principal then holds Security which is in aggregate equal to [REDACTED];
- (b) **(Purpose)** Without limiting clause 3.1(d), the unconditional undertakings to be provided under this clause 3.1 are for the purpose of ensuring the due and proper performance by the PS Contractor of its obligations under this deed and so that the risk of financial burden during the time of any unresolved Dispute or difference is borne by the PS Contractor.
- (c) **(Requirements)** Each unconditional undertaking provided under this deed must be in favour of the Principal and in the form of Schedule E5 (*Form of unconditional undertaking*) (or such other form approved by the Principal) and must:
 - (i) be provided by a bank or insurer that:
 - (A) is subject to prudential oversight by the Australian Prudential Regulation Authority; and
 - (B) at all times maintains the Required Rating;

- (ii) be payable at an office of the issuer in Sydney (or such other place approved by the Principal);
 - (iii) not have an expiry date; and
 - (iv) where required by Law, be duly stamped at the Cost of the PS Contractor.
- (d) **(Recourse)** The Principal may have recourse to any Security at any time.
- (e) **(No injunction)** The PS Contractor must not take any steps to injunct or otherwise restrain:
- (i) any issuer of any Security from paying the Principal pursuant to the Security;
 - (ii) the Principal from having recourse to any Security or receiving payment under any Security; or
 - (iii) the Principal using the money received under any Security.
- (f) **(No interest)** The Principal is not obliged to pay the PS Contractor interest on Security or the proceeds of any Security.
- (g) **(No trust)** The Principal will not hold the proceeds of any Security on trust for the PS Contractor.

3.2 Release of unconditional undertakings

- (a) **(Release)** Subject to clause 3.1(d), clause 3.2(b) and clause 32.7(a)(iv)(F), the Principal must:
- (i) within [REDACTED] after the Date of Completion of the last Portion to reach Completion, release so much of the Security so that the Principal then holds one or more unconditional undertakings equal to [REDACTED] of the Contract Sum;
 - (ii) within [REDACTED] after the date falling 1 year after the Date of Completion of the last Portion to reach Completion, release so much of the Security so that the Principal then holds one or more unconditional undertakings equal to [REDACTED] of the Contract Sum;
 - (iii) within [REDACTED] after the date falling 2 years after the Date of Completion of the last Portion to reach Completion, release so much of the Security so that the Principal then holds one or more unconditional undertakings equal to [REDACTED] of the Contract Sum;
 - (iv) within [REDACTED] after expiry of the original Defects Correction Period of the last Portion to achieve Completion, release so much of the Security so that the Principal then holds one or more unconditional undertakings for [REDACTED] of the reasonable cost determined by the Principal's Representative of correcting any Defects in the Project Works which:
 - (A) have not been rectified at that date; or
 - (B) are the subject of an extended Defects Correction Period under clause 27.1(b)(i)(B) or clause 27.1(b)(ii)(B); and
 - (v) release the remainder of the Security, if the Final Certificate provides that:

- (A) no moneys are due by the PS Contractor to the Principal, [REDACTED] of the date of the Final Certificate; or
- (B) moneys are due from the PS Contractor to the Principal, [REDACTED] of the date that the PS Contractor pays the Principal the moneys due under the Final Certificate.

- (b) **(Claim on termination)** Where this deed is terminated by the Principal by reason of the PS Contractor repudiating this deed or the PS Contractor's default, the Principal may continue to hold the Security to the extent of any Claim which the Principal may have against the PS Contractor arising out of, or in any way in connection with this deed.

3.3 Replacement of unconditional undertakings – Required Rating

If the issuer of any unconditional undertaking provided under this deed ceases to:

- (a) be subject to prudential oversight by the Australian Prudential Regulation Authority; or
- (b) have the Required Rating,

the PS Contractor must:

- (c) promptly notify the Principal of that circumstance; and
- (d) within 15 Business Days of being requested to do so, procure the issue to the Principal of a replacement unconditional undertaking which must:
 - (i) have a face value equal to that of the unconditional undertaking being replaced; and
 - (ii) comply in all respects with the requirements of clause 3.1(c),

and the Principal must surrender the original unconditional undertaking to the PS Contractor in exchange for the issue of the replacement unconditional undertaking.

3.4 Parent Company Guarantee

On or before the date of this deed, the PS Contractor must give the Principal a duly executed Parent Company Guarantee from each PS Contractor Guarantor and must ensure that, in relation to each Parent Company Guarantee, all stampings, registrations and filings required by:

- (a) Law (or by the law of any foreign jurisdiction); or
- (b) the Principal to ensure that it is able to expatriate from any foreign jurisdiction any amounts that may be payable under a Parent Company Guarantee,

have been completed in the form and substance satisfactory to the Principal (in its absolute discretion).

4. DESIGN AND DESIGN DOCUMENTATION

4.1 Design obligations

The PS Contractor must develop the design of the Project Works and the Temporary Works so that, if the Project Works are constructed in accordance with the Final Design Documentation, the Project Works will comply with:

- (a) the Project Requirements;
- (b) any Modification;
- (c) this deed; and
- (d) to the extent that they are Third Party Works, the PS Contractor's obligations in Schedule D4 (*Requirements of Third Party Agreements*), Schedule D7 (*Requirements of Adjoining Property Owner Agreements*) and Schedule D8 (*Requirements of Adjoining Property Easements*).

4.2 **Principal's Design Stage 1 Documents**

- (a) **(Principal's Design Stage 1 Documents)** The PS Contractor acknowledges that:
 - (i) prior to the date of this deed, the Principal procured the Principal's Design Stage 1 Documents from a third party; and
 - (ii) the Principal's Design Stage 1 Documents:
 - (A) only contain a preliminary design which must be further developed by the PS Contractor; and
 - (B) must be interpreted subject to Appendix H1 of the SWTC.
- (b) **(Design Development and Resolution)** The PS Contractor must develop the Principal's Design Stage 1 Documents and carry out the Design Development and Resolution, at its cost, so that:

[REDACTED]

- (ii) the capacity, quality, functionality, durability and operability of the Project Works comply with the highest capacity, quality, functionality, durability and operability specified in the Principal's Design Stage 1 Documents (other than the Design Exceptions), the Planning Approval and the SWTC; and

[REDACTED]

- (c) **(Project Requirements)** Subject to clause 4.2(a)(ii) and clause 4.2(b), if the PS Contractor designs and constructs the Project Works in accordance with the Principal's Design Stage 1 Documents, the Principal cannot assert that the Project Works do not comply with the Project Requirements specified in clause 2.3(c) and clause 2.3(d)(i).
- (d) **(Issues with Principal's Design Stage 1 Documents)** If the PS Contractor considers that the Project Works or any part of the Project Works will not or do not comply with the Project Requirements specified in clause 2.3(c) or clause 2.3(d)(i) if the Project Works are designed and constructed in accordance with the Principal's Design Stage 1 Documents then:
 - (i) the PS Contractor must notify the Principal promptly after becoming aware of the issue; and
 - (ii) the Principal will, within [REDACTED] of receiving the PS Contractor's notice under clause 4.2(d)(i) either:

- (A) direct a Modification by issuing a Modification Order to address (to the extent deemed necessary in the Principal's sole discretion) the issues raised in the PS Contractor's notice under clause 4.2(d)(i); or
 - (B) notify the PS Contractor that it does not intend to issue a Modification Order under clause 4.2(d)(ii)(A), with reasons.
- (e) **(PS Contractor to continue performing obligations)** Subject to clause 4.2(c), if the Principal:
- (i) issues a notice under clause 4.2(d)(ii)(B); or
 - (ii) does not issue a notice under clause 4.2(d)(ii)(A) or clause 4.2(d)(ii)(B) within the time period under clause 4.2(d)(ii),

the PS Contractor must continue to perform its obligations as contemplated under this deed.

4.3 PS Contractor's Tender Design

- (a) **(Incorporation into design)** The PS Contractor must incorporate the PS Contractor's Tender Design into the design for the Project Works and the Temporary Works.
- (b) **(Warranty that Tender Design complies with deed)** The PS Contractor:
 - (i) warrants that the PS Contractor's Tender Design complies with the Project Requirements and the deed;
 - (ii) remains responsible for ensuring that the Project Works and the Temporary Works satisfy the Project Requirements and the other requirements of this deed despite the PS Contractor's Tender Design; and
 - (iii) bears all risks associated with the use of, or reliance upon, the PS Contractor's Tender Design in performing its obligations or exercising its rights under this deed and such use and reliance will not limit or otherwise reduce any of the PS Contractor's obligations under this deed.
- (c) **(No Liability)** The Principal will have no Liability to the PS Contractor arising out of or in connection the PS Contractor's Tender Design.

4.4 Warranties

- (a) **(No Liability)** The Principal will have no Liability to the PS Contractor in relation to:
 - (i) the appropriateness, suitability and adequacy of the SWTC for carrying out the PS Contractor's Activities and satisfying its obligations under this deed;
 - (ii) any Error in or between the SWTC and the Planning Approval; or
 - (iii) subject to clause 4.2(d)(ii), the Principal's Design Stage 1 Documents.
- (b) **(Warranties unaffected)** Subject to clause 2.2(a)(iii) of the Modification Procedure, the PS Contractor's obligations under, and the warranties given in, this deed will remain unaffected and the PS Contractor will bear and continue to bear full liability and responsibility for the construction, commissioning, testing and completion of the Project Works notwithstanding any Modification.

4.5 Preparation and submission of Design Documentation

- (a) **(Submission of Design Documentation)** The PS Contractor must:
- (i) prepare the Design Documentation in accordance with the SWTC;
 - (ii) submit all Design Documentation (other than design for Temporary Works and Third Party Agreement Design Documentation) when it has reached Design Stage 2 and Design Stage 3 to the Principal's Representative:
 - (A) in accordance with the SWTC, the Technical Management Plan the PS Contractor's Program; and
 - (B) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the Principal's Representative and, if applicable, the Independent Certifier a reasonable opportunity to review the submitted Design Documentation;
 - (iii) submit all Third Party Agreement Design Documentation to the required recipients under any relevant Third Party Agreement (with a copy to the Principal's Representative) at the times required under the relevant Third Party Agreement;
 - (iv) if requested by the Principal's Representative, provide the Principal's Representative with any Design Documentation for Temporary Works within 5 Business Days of being requested to do so;
 - (v) ensure the Design Stage 3 Design Documentation submitted is accurate, complete, co-ordinated with the other Design Documentation and at a level of detail which is sufficient to permit the Principal's Representative and, if applicable, the Independent Certifier to determine whether:
 - (A) the Design Documentation complies with this deed; and
 - (B) the Project Works and Temporary Works which will be constructed in accordance with the Design Documentation will comply with this deed;
 - (vi) provide any further information required by the Principal's Representative and the Independent Certifier; and
 - (vii) submit any amendment to the Design Stage 2 Design Documentation or Design Stage 3 Design Documentation to the Principal's Representative (in which case this clause 4.5 and clauses 4.6 (*Certificates to be provided by the PS Contractor*) to 4.10 (*Design Documentation for construction*) will re-apply).
- (b) **(Independent Certifier review at Design Stage 2)** The Principal must, within 1 Business Day of receiving from the PS Contractor any package of Design Stage 2 Design Documentation that is specified in Schedule C5 (*Design Documentation to be reviewed by the Independent Certifier at Design Stage 2*), provide that Design Stage 2 Design Documentation to the Independent Certifier for review.
- (c) **(Independent Certifier review at Design Stage 3)** Within 1 Business Day of receiving any Design Stage 3 Design Documentation from the PS Contractor, the Principal:

- (i) must provide to the Independent Certifier for review and certification any package of Design Stage 3 Design Documentation that is specified in Schedule C5 (*Design Documentation to be reviewed by the Independent Certifier at Design Stage 2*); and
- (ii) may provide to the Independent Certifier any additional Design Stage 3 Design Documentation (if any) that the Principal requires to be reviewed and certified by the Independent Certifier.

4.6 **Certificates to be provided by the PS Contractor**

(a) **(Design Stage 2 Certificates)** With all Design Documentation submitted pursuant to clause 4.5 (*Preparation and submission of Design Documentation*) for Design Stage 2, the PS Contractor must deliver a certificate in the form of Schedule B2 (*PS Contractor's Certificate – Design (Design Stage 2)*) from each of:

(i) the PS Contractor, certifying that the Design Documentation complies with all requirements of this deed including the SWTC; and

(ii) 

(b) **(Design Stage 3 Certificates)** With all Design Documentation submitted pursuant to clause 4.5 (*Preparation and submission of Design Documentation*) for Design Stage 3, the PS Contractor must deliver:

(i) a certificate in the form of Schedule B3 (*PS Contractor's and Subcontractor's Certificate – Design (Design Stage 3)*) from each of:

(A) the PS Contractor certifying that the Design Documentation:

(aa) complies with all requirements of this deed; and

(bb) is suitable for construction; and

(B) 

(ii) not used; and

(iii) not used.

4.7 **Not used**

4.8 **Distribution of Design Documentation**

(a) **(Principal may distribute)** The Principal may distribute, or require the PS Contractor to distribute, the whole or a part of the Design Documentation to third parties including Authorities, Interface Contractors and the Design Review Panel.

(b) **(Comments by third parties)** The Principal may, but is not obliged to, take into account the comments of third parties in relation to the Design Documentation when responding to the PS Contractor.

- (c) **(No effect on obligations)** No comment or instruction from a third party in relation to the design is binding on the Principal, or will have any effect on the obligations of the PS Contractor under this deed (unless it is also a direction from the Principal's Representative).

4.9 Review of Design Documentation

- (a) **(Review process)** All Design Documentation submitted by the PS Contractor under clause 4.5 (*Preparation and submission of Design Documentation*) (other than Design Documentation relating to Temporary Works which is requested by the Principal's Representative under clause 4.5(a)(iv) and Third Party Agreement Design Documentation) will be reviewed in accordance with the process set out in Schedule A10 (*Design review procedure and Network Assurance Committee*).
- (b) **(Cooperation)** The PS Contractor must cooperate with the Principal's Representative and, if applicable, the Independent Certifier to procure the review of the Design Documentation.
- (c) **(Third Party Agreements)** The PS Contractor must:
- (i) comply with the PS Contractor's obligations in Schedule D4 (*Requirements of Third Party Agreements*), Schedule D7 (*Requirements of Adjoining Property Owner Agreements*) and Schedule D8 (*Requirements of Adjoining Property Easements*);
 - (ii) cooperate with the Third Parties to procure any certification and approvals required pursuant to clause 4.9(c)(i).
- (d) **(Comments by Authorities)** When reviewing any Design Documentation the Principal's Representative and, if applicable, the Independent Certifier may take into account any comments on the Design Documentation that have been provided by any relevant Authority.
- (e) **(Principal's Direction)** The Principal's Representative may, at any time (including after the Principal's Representative has "not rejected" or the Independent Certifier has certified the Design Documentation pursuant to Schedule A10 (*Design review procedure and Network Assurance Committee*)), direct the PS Contractor to make amendments to any Design Documentation which the Principal considers to be required to ensure the Design Documentation complies with this deed and, if it does so, clause 2.3(c) of Schedule A10 (*Design review procedure and Network Assurance Committee*) will apply.

4.9A Network Assurance Committee

The PS Contractor must:

- (a) comply with the requirements of Appendix F1 of the SWTC in relation to the NAC assurance process; and
- (b) without limiting clause 4.9A(a):
- (i) submit to the Principal's Representative each NAC CCR Package in accordance with the Technical Management Plan; and
 - (ii) cooperate with and provide all reasonable assistance to the Principal and its Associates to facilitate the review of each NAC CCR Package in accordance with the process set out in clause 3 of Schedule A10 (*Design review procedure and Network Assurance Committee*).

4.10 Design Documentation for construction

- (a) The PS Contractor may use for construction purposes Design Stage 3 Design Documentation submitted to the Principal's Representative under clause 4.5(a)(ii) if the following conditions are met:
 - (i) the Principal's Representative has issued the PS Contractor with a notice under clause 2.1(a)(ii) of Schedule A10 (*Design review procedure and Network Assurance Committee*) or 20 Business Days have passed from submission of the Design Stage 3 Design Documentation in accordance with clause 4.5(a)(ii);
 - (ii) the Design Documentation complies with the requirements of any relevant Approval (if applicable); and
 - (iii) for Design Documentation that relates to construction work that requires NAC Gate 3 approval:
 - (A) the Principal's Representative has given a notice under clause 3.2(a) of Schedule A10 (*Design review procedure and Network Assurance Committee*); or
 - (B) the Principal's Representative has given a notice under clause 3.2(b) of Schedule A10 (*Design review procedure and Network Assurance Committee*) and:
 - (aa) the PS Contractor has completed all NAC Required Actions set out in the notice; or
 - (bb) the notice permits the PS Contractor to proceed with construction provided that the NAC Required Actions are completed in due course.
- (b) The PS Contractor may use Third Party Agreement Design Documentation for construction purposes if the relevant requirements set out in the relevant Third Party Agreement have been satisfied.
- (c) This clause 4.10 (*Design Documentation for construction*) does not restrict the use for construction purposes of Design Documentation for Temporary Works.

4.11 Amendments to Final Design Documentation

- (a) Subject to clause 4.11(b) and clause 20 (*Modifications*), if the PS Contractor wishes to amend any Final Design Documentation relating to:
 - (i) the Trackway Portion, prior to the Date of Substantial Completion; or
 - (ii) the Non-Trackway Portion, prior to the Date of Completion,then:
 - (iii) the PS Contractor must submit the amended Design Documentation to the Principal's Representative together with an explanation as to why it is seeking to amend the Final Design Documentation; and
 - (iv) clause 4.5 (*Preparation and submission of Design Documentation*) to clause 4.10 (*Design Documentation for construction*) and Schedule A10 (*Design review procedure and Network Assurance Committee*) will apply as if the Design Documentation is Design Stage 3 Design Documentation.

- (b) The PS Contractor may, at its own risk, use the amended Final Design Documentation submitted in accordance with clause 4.11(a) for construction purposes prior to the expiry of the 20 Business Day period in clause 4.10(a)(i) if:
 - (i) the amendment to the Final Design Documentation:
 - (A) is minor;
 - (B) does not adversely impact the Project Works or the Temporary Works; and
 - (C) is necessary to overcome an issue which:
 - (aa) prevents or adversely affects the PS Contractor proceeding with construction; and
 - (bb) has arisen or become evident since the Final Design Documentation was submitted to the Principal's Representative; and
 - (ii) the Final Design Documentation does not relate to a NAC CCR Package that has been the subject of a notice under clause 3.2(a) or clause 3.2(b) of Schedule A10 (*Design review procedure and Network Assurance Committee*).

5. CONSTRUCTION

5.1 Construction obligations

- (a) The PS Contractor must construct the Project Works and the Temporary Works:
 - (i) in accordance with:
 - (A) all Approvals;
 - (B) the Final Design Documentation; and
 - (C) all other requirements of this deed; and
 - (ii) so that the Project Works and the Temporary Works:
 - (A) satisfy the Project Requirements; and
 - (B) at all relevant times comply with all applicable Laws.
- (b) The PS Contractor must ensure that the PS Works are constructed within the boundaries of the Project Site.

5.2 Commencement of construction

- (a) **(No commencement on Construction Site)** In addition to the requirements in clause 4.10 (*Design Documentation for construction*), the PS Contractor must not commence any work on the Construction Site until:
 - (i) the PS Contractor has complied with clauses 3.1(a)(i), 3.1(a)(ii) and 3.4 (*Parent Company Guarantee*);
 - (ii) each Project Plan that is required by Appendix F2 of the SWTC to be in place prior to the commencement of construction has been submitted to the

Principal's Representative and has not been rejected by the Principal's Representative under Section 2.2 of Appendix F2 of the SWTC; and

- (iii) all Hold Points required to be released prior to commencement of work on the Construction Site have been released in accordance with the requirements of this deed, including the Quality Plan.
- (b) **(No commencement of Third Party Works)** The PS Contractor must not commence construction of any Third Party Works or the PS Contractor's Activities which interface with Third Parties until the relevant preconditions to commencement of that work in the relevant Third Party Agreement have been satisfied (or waived by the relevant Third Party).

5.3 Property Works

- (a) **(Property Works)** The PS Contractor must carry out the Property Works:
 - (i) in accordance with the requirements of this deed; and
 - (ii) in a manner which minimises inconvenience and disruption to the Landowners of the Unowned Property Works Land.
- (b) **(PS Contractor to rehabilitate)** The PS Contractor must:
 - (i) rehabilitate any part of Unowned Property Works Land to the state agreed between the PS Contractor and the Landowners of such Unowned Property Works Land prior to commencing the work or, if no such agreement is reached, the state it was in immediately prior to the PS Contractor obtaining access; and
 - (ii) otherwise repair any damage or degradation to any part of the Unowned Property Works Land which arises out of or in any way in connection with the performance of its obligations under this clause 5.3.
- (c) **(Fit for purpose)** For the purposes of clause 2.3(c) and clause 5.3(b), any element of the Property Works located on Unowned Property Works Land will be treated as fit for their intended purpose if the Property Works have been performed in the manner agreed with the Landowners of such Unowned Property Works Land.
- (d) **(Completion)** When each discrete part of the Property Works is completed, the PS Contractor must provide the Principal's Representative with:
 - (i) a certificate in the form of Schedule B13 (*Landowner's Certificate*), duly executed by the relevant Landowner; or
 - (ii) if the Landowner has failed or refused to sign a certificate in the form of Schedule B13 (*Landowner's Certificate*) within 15 Business Days after it was provided by the PS Contractor to the relevant Landowner:
 - (A) copies of all correspondence between the PS Contractor and the Landowner relating to the certificate referred to in clause 5.3(d)(i); and
 - (B) evidence satisfactory to the Principal's Representative that the relevant part of the Property Works is complete and satisfies the requirements of this deed.
- (e) **(Indemnity)** The PS Contractor must indemnify the Principal from and against any Claims, or Loss suffered or incurred by the Principal, arising out of or in any way in

connection with a Claim by the Landowners of any Unowned Property Works Land where:

- (i) such Landowners have not duly signed a certificate in the form of Schedule B13 (*Landowner's Certificate*); and
- (ii) the Claim or Loss arises out of or in any way in connection with a wrongful act or omission of the PS Contractor or its Associates in connection with the Property Works or a failure by the PS Contractor to comply with its obligations under this deed relating to Property Works.

5.4 Utility Services

- (a) **(Utility Service Works)** The PS Contractor must carry out all Utility Service Works in accordance with the requirements of this deed and, where applicable, the PS Contractor's obligations in Schedule D4 (*Requirements of Third Party Agreements*), Schedule D7 (*Requirements of Adjoining Property Owner Agreements*) and Schedule D8 (*Requirements of Adjoining Property Easements*).
- (b) **(Risk)** The PS Contractor bears the risk of the existence, location, condition and availability of all Utility Services (in so far as they affect the PS Contractor's Activities) and must investigate, protect, relocate, remove, modify, disconnect, support, reinstate and provide for all Utility Services necessary for it to perform the PS Contractor's Activities and otherwise comply with its obligations under the PS Station Contract Documents.
- (c) **(Payment)** The PS Contractor must obtain, pay for and contract for the provision of all Utility Services that it requires to perform the PS Contractor's Activities.
- (d) **(Cooperation)** The PS Contractor must cooperate and co-ordinate (and ensure that its Associates cooperate and co-ordinate) with the owners of all Utility Services, and implement their requirements as part of the PS Contractor's Activities and must consult with and keep the Principal fully informed as to the PS Contractor's or its Associates' dealings with the Authorities providing the Utility Services.
- (e) **(Disruption)** The PS Contractor must ensure that, as a consequence of or in relation to the performance of the PS Contractor's Activities:
 - (i) there are no unplanned disruptions to the Utility Services;
 - (ii) any planned disruptions to the Utility Services are minimised; and
 - (iii) otherwise no Utility Services are damaged, destroyed, disconnected, disrupted, interfered with or interrupted.
- (f) **(Completion)** When each discrete part of the Utility Services Works are completed, the PS Contractor must provide the Principal's Representative with:
 - (i) written notice from the relevant Authority with jurisdiction over the affected Utility Service confirming that the relevant part of the Utility Service Works is complete; or
 - (ii) if the relevant Authority has failed or refuses to provide such notice within 15 Business Days after it was requested by the PS Contractor:
 - (A) copies of all correspondence between the PS Contractor and the Authority relating to the notice referred to in clause 5.4(f)(i); and

- (B) evidence satisfactory to the Principal's Representative that the relevant part of the Utility Service Works is complete and satisfies the requirements of this deed and, where applicable, the PS Contractor's obligations in Schedule D4 (*Requirements of Third Party Agreements*), Schedule D7 (*Requirements of Adjoining Property Owner Agreements*) and Schedule D8 (*Requirements of Adjoining Property Easements*).

5.5 **Local Area Works**

- (a) (**Local Area Works**) The PS Contractor must carry out all Local Area Works in accordance with the requirements of this deed and, where applicable, the PS Contractor's obligations in Schedule D4 (*Requirements of Third Party Agreements*), Schedule D7 (*Requirements of Adjoining Property Owner Agreements*) and Schedule D8 (*Requirements of Adjoining Property Easements*).
- (b) (**Joint inspection**) When the PS Contractor considers that a discrete part of the Local Area Works [REDACTED] is complete, it must notify the Principal's Representative in writing and the Principal's Representative, the PS Contractor and a representative of the Authority with jurisdiction over the relevant part of the Local Area Works will jointly inspect the relevant part of the Local Area Works at a mutually convenient time.
- (c) (**Completion**) When each discrete part of the Local Area Works ([REDACTED]) are completed, the PS Contractor must provide the Principal's Representative with:
 - (i) written notice from the relevant Authority with jurisdiction over the relevant part of the Local Area Works stating that the Authority is satisfied that the relevant part of the Local Area Works is complete; or
 - (ii) if the relevant Authority has failed or refuses to provide such notice within 15 Business Days after it was requested by the PS Contractor:
 - (A) a statement from the PS Contractor that the relevant Authority has failed to or refused to provide such notice; and
 - (B) copies of all correspondence between the PS Contractor and the Authority relating to the notice referred to in clause 5.5(c)(i).

(d) [REDACTED]

5.6 **Artefacts**

- (a) (**Property of the Principal**) As between the Principal and the PS Contractor, any Artefacts found on, in or under the surface of the Construction Site are and will remain the property of the Principal.
- (b) (**Discovery**) The PS Contractor must, upon the discovery of an Artefact:
 - (i) notify the Principal within 2 Business Days;

- (ii) ensure that the Artefact is managed in accordance with the requirements of the Planning Approval and comply with all Laws and the Directions of Authorities and the Principal relating to the discovery and handling of the Artefact; and
- (iii) continue to perform the PS Contractor's Activities, except to the extent otherwise directed by the Principal's Representative or an Authority, ordered by a court or tribunal or required by Law.

5.7 **Contamination**

(a) **(Risk)** In addition to the requirements of the Planning Approval (but subject to clause 5.7(b) and clause 5.7(f)), the PS Contractor bears the risk of all Contamination:

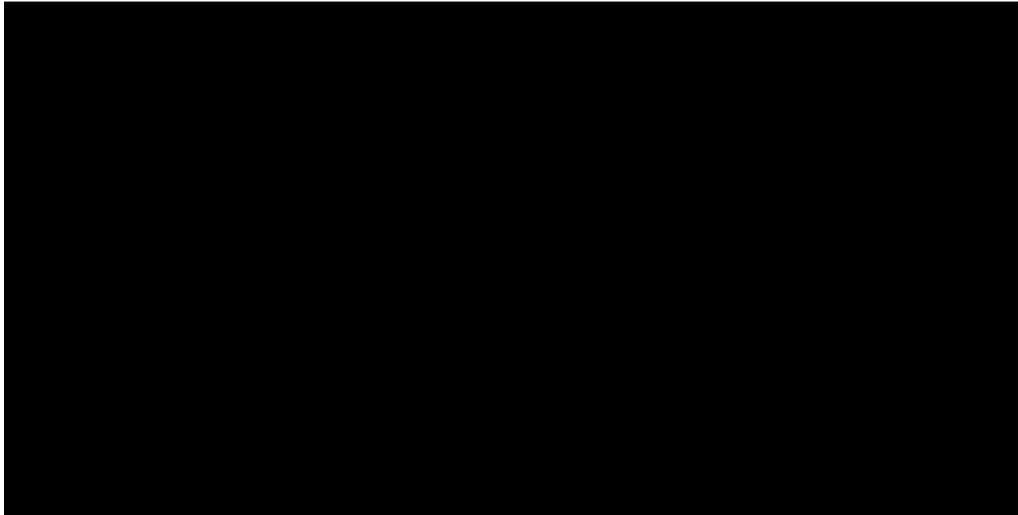
- (i) on, in, over, under or about the Construction Site to the extent it is disturbed by or interfered with in the carrying out of the PS Contractor's Activities;
- (ii) which migrates:
 - (A) onto the Construction Site as a result of the PS Contractor's Activities and which could have been reasonably anticipated by a competent and experienced contractor that had examined the Construction Site and its surroundings and all Information Documents; or
 - (B) from the Construction Site as a result of the PS Contractor's Activities;
- (iii) 
- (iv) on, in, over, under or about any Extra Land or migrating onto or from any Extra Land; and
- (v) which otherwise arises out of or in connection with the PS Contractor's Activities.

(b) **(No obligation to trace to source)** To the extent that Contamination:

- (i) on, in, over, under or about the Construction Site is disturbed by or interfered with in the carrying out of the PS Contractor's Activities, the PS Contractor is:
 - (A) required to Remediate only those parts of such Contamination that are actually disturbed by or interfered with in the carrying out of the PS Contractor's Activities; and
 - (B) is not required to Remediate the entire mass of such Contamination or trace to the source of the Contamination where that wider mass or source has not been disturbed by or interfered with in the carrying out of the PS Contractor's Activities; or
- (ii) migrates onto the Construction Site as a result of the PS Contractor's Activities, the PS Contractor is not required to trace to the source of such Contamination where such source is outside the Construction Site.

- (c) **(No Liability)** Except to the extent set out in clause 5.7(f), the Principal will have no Liability to the PS Contractor in relation to Remediating or overcoming Contamination.
- (d) **(TSE Contamination)** To the extent that Contamination on the Construction Site is Contamination which the TSE Contractor is required to remediate under the TSE Contract, it will be treated as a TSE Defect under clause 15.7 (*TSE Defects*).
- (e) **(Remediation)** Except to the extent clause 5.7(d) applies, the PS Contractor must undertake Remediation of any Contamination on the Construction Site and the Extra Land in accordance with Law, the Planning Approval and all guidelines made or approved by the EPA so that in respect of Contamination on, in, over, under or about:
 - (i) the Construction Site:
 - (A) the Construction Site is suitable for the performance of the PS Contractor's Activities and the further construction, operation and maintenance of Sydney Metro City & Southwest; and
 - (B) whole of life costs associated with the further construction, operation and maintenance of Sydney Metro City & Southwest at the relevant parts of the Construction Site where the Remediation is undertaken are minimised; and
 - (ii) any land outside the Construction Site, the relevant land is returned to the state that it would have been in if unaffected by the PS Contractor's Activities (unless otherwise agreed with the relevant third party).

(f)

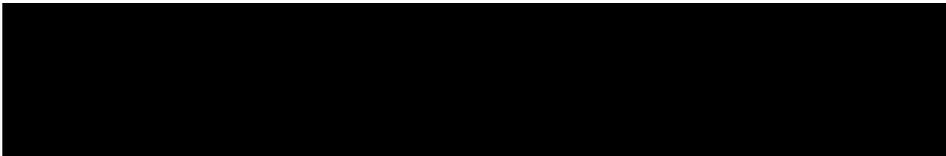


- (g) **(Hazardous Chemicals)** The PS Contractor must ensure that:
 - (i) Hazardous Chemicals are:
 - (A) handled in a manner that will not cause or create an Environmental Hazard; and
 - (B) not abandoned or dumped on the Construction Site or Extra Land; and
 - (ii) no other substance is released from, deposited to, or emanates from, the Construction Site or Extra Land such that a state of Contamination occurs.

- (h) **(Indemnity and release)** The PS Contractor:
 - (i) 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 any Contamination that arises out of or in connection with any:
 - (A) breach of this deed by the PS Contractor; or
 - (B) negligent act or omission of the PS Contractor or its Associates; and
 - (ii) releases the Principal from and against any Claim arising out of or in any way in connection with any Contamination for which the PS Contractor is responsible under this deed.

5.8 **Prevention of disturbance and interference**

The PS Contractor must, in performing the PS Contractor's Activities:

- (a) **(minimise nuisance)** minimise nuisance and unreasonable noise, dust, vibration and disturbances except to the extent such nuisance, noise, dust, vibration or disturbance is permitted by Law;
- (b) **(take precautions)** take all reasonable precautions to avoid obstruction of and damage to any property (including the property of the Principal) and Utility Services;
- (c) **(no interference)** not restrict, close, interfere with or obstruct the free flow of people and vehicles, access to any premises, car parks, roads, pedestrian ways, public spaces, parks, bicycle paths or facilities, or traffic on any lane or shoulder of the existing road network, or the operations or activities carried out on, adjacent to or in the vicinity of the Construction Site (including Local Areas):
 - (i) unless and to the extent it is necessary for the performance of the PS Contractor's Activities; and
 - (ii) 
- (d) **(instructions of Authorities)** comply with the instructions of all relevant Authorities in relation to any restriction, closure, interference or obstruction contemplated by clause 5.8(c); and
- (e) **(co-ordinate)** program and co-ordinate the PS Contractor's Activities in accordance with Good Industry Practice and take all steps reasonably available to the PS Contractor (including re-sequencing and re-scheduling) to minimise the effect of the PS Contractor's Activities on the occupants and users of land adjoining, or in the vicinity of, each Construction Site and any Extra Land (including Existing Operators and Landowners of Adjoining Property).

5.9 **Responding to notifications and complaints regarding property damage**

Where the PS Contractor receives a notification or complaint relating to damage to any Adjoining Property or any other land or property adjoining the Construction Site or located in the vicinity of the Construction Site which arises out of or in connection with the PS Contractor's Activities, the PS Contractor must:

- (a) respond to the notification or complaint within 24 hours;
- (b) visit the relevant property to inspect the damage within 5 Business Days of receipt of the notification or complaint; and
- (c) where the cost of repairing such damage is less than or equal to [REDACTED], repair such damage within 10 Business Days (or such longer period permitted by the Principal's Representative) of the inspection referred to in clause 5.9(b), and in any case as soon as reasonably possible.

5.10 **Not Used**

6. **SAFETY AND ENVIRONMENT**

6.1 **Care of people, property and the Environment**

The PS Contractor must carry out the PS Contractor's Activities in a manner that:

- (a) does not put the health or safety of persons at risk and prevents injury or death;
- (b) protects and prevents damage to property and the Environment; and
- (c) protects and prevents damage to:
 - (i) the Project Works, the Temporary Works and the PS Contractor's Activities; and
 - (ii) any Interface Work on or in the vicinity of the Construction Site.

6.2 **Work health and safety**

The PS Contractor must:

- (a) **(WHS Legislation)** in carrying out the PS Contractor's Activities, comply, and must ensure that its Subcontractors comply, with the WHS Legislation and other applicable Laws (including the Chain of Responsibility Provisions), Codes and Standards and Australian Standards relating to work health and safety;
- (b) **(notify)** notify the Principal's Representative in accordance with the Sydney Metro Principal Contractor Health and Safety Standard of all work health and safety Incidents;
- (c) **(assurances to the Principal)** following commencement of construction on the Construction Site and at the end of March, June, September and December of each year, provide the Principal's Representative with written assurances from:
 - (i) the PS Contractor about the PS Contractor's ongoing compliance; and
 - (ii) all Significant Subcontractors about each Significant Subcontractor's ongoing compliance,

with all applicable Laws, Codes and Standards and Australian Standards and other requirements of this deed for work health and safety and rehabilitation management;

- (d) **(report)** provide the Principal's Representative with written reports on any work health and safety and rehabilitation matters connected with the PS Contractor's Activities as the Principal's Representative may require from time to time;

- (e) (**cooperate**) consult, cooperate and co-ordinate its activities with the Interface Contractors and the Principal to ensure that all parties are able to comply with their respective obligations under the WHS Legislation;
- (f) (**duties**) carry out the PS Contractor's duties under the WHS Legislation to enable the Principal to discharge its duties under the WHS Legislation and other applicable Laws; and
- (g) (**safety leadership**) provide strong safety leadership and continuously promote safety as a core value.

6.3 Principal contractor

- (a) (**Definitions**) In clause 6.2 (*Work health and safety*), this clause 6.3 and clause 6.5 (*Sydney Metro Principal Contractor Health and Safety Standard*), the terms "principal contractor", "workplace", "construction work" and "construction project" have the meaning given to those terms in the WHS Legislation. For the purposes of the WHS Legislation and this deed:

- (i) the construction work involved in the PS Contractor's Activities; and
- (ii) any construction work carried out on the Construction Site by the PS Developers under the OSD PDAs, any Interface Contractor, the Principal or any other person which is performed during any period in which the Appointed Principal Contractor has been engaged as principal contractor (**Construction Site Interface Work**),

are taken to be part of the same "construction project".

- (b) (**Engagement as principal contractor**) Subject to clause 9.2(g), the parties acknowledge and agree that from the date on which the PS Contractor is given access to a part of the Construction Site in accordance with this deed:

- (i) to the extent that the PS Contractor's Activities or any Construction Site Interface Work includes construction work, the Principal:
 - (A) engages the Appointed Principal Contractor as the principal contractor in respect of the PS Contractor's Activities and the Construction Site Interface Work;
 - (B) authorises the Appointed Principal Contractor to have management and control of each workplace at which the PS Contractor's Activities and the Construction Site Interface Work is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation;
 - (C) must give the Appointed Principal Contractor prior notice of any Interface Contractor undertaking Construction Site Interface Work before such Construction Site Interface Work commences (other than the PS Developers); and
 - (D) must provide the Appointed Principal Contractor and the PS Contractor with executed deed polls in favour of the Appointed Principal Contractor in the form set out in Schedule A18 (*Site Interface Deed Poll*) from each Interface Contractor engaged by the Principal undertaking Construction Site Interface Work (other than the PS Developers); and

- (ii) the Appointed Principal Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor under the WHS Legislation and this deed.
- (c) **(Period of engagement)** The Appointed Principal Contractor's engagement and authorisation as a principal contractor will continue until:
 - (i) in respect of each discrete part of the Third Party Works, the point in time when the relevant discrete part of the Third Party Works has been completed;
 - (ii) in respect of the Trackway Portion, the earlier of:
 - (A) the termination of this deed; and
 - (B) the Date of Substantial Completion of the Trackway Portion;
 - (iii) in respect of each Non-Trackway Portion, the earlier of:
 - (A) the termination of this deed; and
 - (B) the Date of Completion of the relevant Portion; and
 - (iv) in respect of any area of the Construction Site which has a Site Access Expiry Date, the date on which the PS Contractor vacates that area of the Construction Site.
- (d) Not used.

6.4 Authorisations and licences

If requested by the Principal or required by the WHS Legislation, the PS Contractor must produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience or any other information relevant to work health and safety (as the case may be) to the reasonable satisfaction of the Principal before the PS Contractor or a Subcontractor (as the case may be) commences work.

6.5 Sydney Metro Principal Contractor Health and Safety Standard

- (a) **(Comply)** The PS Contractor must comply with those parts of the Sydney Metro Principal Contractor Health and Safety Standard, as amended from time to time, that the Principal notifies the PS Contractor in writing that it must comply with as if it was a principal contractor for the purposes of that standard.
- (b) **(Update to standard)** The Principal may update the Sydney Metro Principal Contractor Health and Safety Standard from time to time, including to address work health and safety issues relating to the PS Contractor's Activities and Sydney Metro City & Southwest.

(c)

the Principal will have no Liability to the PS Contractor arising out of or in any way in connection with any act or omission of the Principal in relation to the Sydney Metro Principal Contractor Health and Safety Standard (including any failure of the Principal to do anything specified in the Sydney Metro Principal Contractor Health and Safety Standard as being an obligation of the Principal or an Associate of the Principal).

- (d) **(Change in Codes and Standards)** If the Principal updates the Sydney Metro Principal Contractor Health and Safety Standard this will be treated as a Change in Codes and Standards to which clause 7.3 applies except where such update is made by the Principal because of a:
 - (i) change to the WHS Legislation or any other Law, code of practice or Australian Standard relating to work health or safety; or
 - (ii) breach of this deed by the PS Contractor or a wrongful act or omission of the PS Contractor or its Associates.

6.6 WHS Accreditation Scheme

The PS Contractor:

- (a) **(PS Contractor accredited)** represents and warrants that it is accredited under the WHS Accreditation Scheme; and
- (b) **(compliance)** must comply with the requirements of, and maintain accreditation under, the WHS Accreditation Scheme while building work (as defined in section 6 of the BCIIIP Act) is carried out.

6.7 Incident management

- (a) **(Establishment of procedures)** The PS Contractor must, within 20 Business Days of the date of this deed, identify clear guidelines for responding to any Incident and establish procedures to ensure that the Principal's Representative is promptly notified of any Incident.
- (b) **(Reporting of Incidents)** If an Incident occurs, the PS Contractor must immediately report the Incident to the Principal's Representative and to any Authority required by Law.
- (c) **(PS Contractor must take action)** Without limiting clause 5.7 (*Contamination*) and clause 7.1 (*Compliance with Laws*), in relation to any environmental or safety Incident involving Contamination or waste, the PS Contractor must, at its own Cost:
 - (i) promptly take all appropriate action to manage and dispose of all Contamination or waste arising from the Incident; and
 - (ii) manage the Incident in a manner which minimises damage to the reputation of the Principal including complying with any reasonable request of the Principal's Representative.
- (d) **(Principal's rights)** Without prejudice to the Principal's other rights under this deed, if an Incident occurs (or there is an imminent risk of an Incident occurring), the Principal may (but is not obliged to):
 - (i) **(Principal may take action)** take such actions as it deems necessary to overcome and alleviate the cause and consequences of the Incident if the Principal considers that the PS Contractor is not taking adequate measures to manage the Incident or control or eliminate the adverse impact or the risk of such an Incident arising in the future; or
 - (ii) **(stop work order)** issue an immediate stop work order if the Incident involves:
 - (A) a significant spill of Contamination;

- (B) any accident or release of Contamination which it believes may pose a danger to health, life or property;
 - (C) any actual damage to the Environment or a significant risk of harm to the Environment; or
 - (D) a fatality or injury to any person including any Incident which must be reported to SafeWork NSW, ONRSR or other work health and safety regulator.
- (e) **(Recommendation)** If the Principal issues a stop work order under clause 6.7(d)(ii):
- (i) the PS Contractor may not recommence the part of the PS Contractor's Activities to which the stop work order relates until the Principal issues a notice to the PS Contractor permitting the PS Contractor to recommence the PS Contractor's Activities affected by the stop work order; and
 - (ii) the Principal may direct the PS Contractor as to the steps which the PS Contractor must take before the Principal will issue a direction permitting the PS Contractor to recommence the PS Contractor's Activities affected by the stop work order.
- (f) **(No Liability)** The Principal will have no Liability to the PS Contractor for any Loss arising out of or in connection with any suspension of the PS Contractor's Activities due to:
- (i) action taken under clause 6.7(d)(i);
 - (ii) a stop work order issued under clause 6.7(d)(ii); or
 - (iii) any failure by the Principal's Representative to take action or issue a stop work order.
- (g) **(Principal may recover costs)** The reasonable Costs and expenses incurred by the Principal in relation to action taken by it under clause 6.7(d) or which the Principal's Representative otherwise deems necessary to avoid issuing any stop work order will be a debt due and payable from the PS Contractor to the Principal.

6.8 Rail Safety

- (a) **(Compliance)** Without limiting any other clause in this deed, the PS Contractor must:
- (i) comply, and ensure that its Associates comply, with the Principal's reasonable requirements in relation to rail safety; and
 - (ii) not do anything, and ensure that its Associates do not do anything, that would interfere with or compromise the safe operation of Sydney Metro City & Southwest.
- (b) **(For and on behalf of the Principal)** The PS Contractor acknowledges that:
- (i) the PS Contractor's Activities and the Project Works are being undertaken for the purpose of constructing a railway;
 - (ii) the Principal holds Accreditation under the Rail Safety National Law as a Rail Infrastructure Manager; and

- (iii) to the extent that the PS Contractor's Activities comprise Railway Operations, for the purposes of the Rail Safety National Law, it carries out such of the PS Contractor's Activities for and on behalf of the Principal under the Principal's Accreditation.
- (c) **(Principal's Accreditation)** In carrying out any part of the Project Works and Temporary Works which require Accreditation as a Rail Infrastructure Manager, the PS Contractor:
 - (i) must comply with all conditions of the Principal's Accreditation as a Rail Infrastructure Manager and the Principal's Safety Management System;
 - (ii) must not do, or fail to do anything which jeopardises the Principal's Accreditation; and
 - (iii) must ensure that its Subcontractors engaged in or in connection with the Project Works or Temporary Works, comply with the PS Contractor's obligations under this clause 6.8 as if those obligations had been imposed directly upon those Subcontractors.
- (d) **(Cooperation and assistance)** The PS Contractor must liaise and cooperate with the Principal, the Operator and any other Public Transport Agency and provide any reasonable assistance and documentation that the Principal, the Operator or any Public Transport Agency may require in relation to safety matters, the Principal's Accreditation and its obligations under the Rail Safety National Law and Rail Safety Regulations, including in relation to the Operator obtaining or extending its accreditation under the Rail Safety National Law.
- (e) **(Activities not permitted under the Principal's Accreditation)** To the extent that, in carrying out the PS Contractor's Activities, the PS Contractor carries out any Railway Operations for which accreditation is required under the Rail Safety National Law and which are not permitted by the Principal's Accreditation, the PS Contractor must hold and comply with the necessary accreditation or other Approval required to enable it to comply with all applicable Laws.

6.9 Engineering Authorisation and ASA compliance

The PS Contractor must at all times comply with the requirements of section 3.2 of the SWTC in relation to Engineering Authorisation and ASA compliance.

6.10 Cleaning up

In carrying out the PS Contractor's Activities, the PS Contractor must:

- (a) **(clean and tidy)** keep the Construction Site, Extra Land and the Project Works and Temporary Works clean and tidy and free of refuse;
- (b) **(removal of rubbish)** regularly remove rubbish, litter, graffiti and surplus material (including Construction Materials) from the Construction Site and Extra Land; and
- (c) **(final clean up)** as a condition precedent to Substantial Completion of the Trackway Portion and Completion of each Non-Trackway Portion, remove all rubbish, surplus materials (including Construction Materials), Construction Plant and Temporary Works from the relevant parts of the Construction Site and Extra Land relevant to that Portion except where the retention of any of these are required for the correction of Defects during the Defects Correction Period and this is approved in writing by the Principal's Representative.

6.11 **NGER Legislation**

The PS Contractor must at all times comply with the requirements of Appendix F8 of the SWTC in relation to the NGER Legislation.

6.12 **Asset Management Information**

- (a) The PS Contractor must prepare and submit the Asset Management Information for the relevant Portion in accordance with the requirements of this deed.
- (b) The Asset Management Information must comply with the requirements of Appendix F6 of the SWTC.
- (c) The Principal's Representative must, within 15 Business Days of the submission of the Asset Management Information for a Portion, either:
 - (i) reject the Asset Management Information for a failure to comply with the requirements of this deed, which rejection must specify what development, updating and amendment of the Asset Management Information is required (together with reasons) and a time within which this must occur; or
 - (ii) advise in writing that the Asset Management Information is not rejected.
- (d) If the Asset Management Information for a Portion is rejected by the Principal's Representative, the PS Contractor must update and resubmit the Asset Management Information and clause 6.12(c) will re-apply except that the reference to "15 Business Days" will be deemed to be a reference to:
 - (i) 5 Business Days (if the PS Contractor has taken 5 Business Days or less to re-submit the Asset Management Information); or
 - (ii) 10 Business Days (otherwise).
- (e) The PS Contractor acknowledges and agrees that the Principal's Representative may make comments to the PS Contractor in respect of any Asset Management Information submitted under clause 6.12(a) or clause 6.12(d).
- (f) The Principal's Representative may:
 - (i) provide copies of any Asset Management Information to; and
 - (ii) seek comments in respect of any Asset Management Information from, the Independent Certifier and any Interface Contractor.

7. **LAW AND APPROVALS**

7.1 **Compliance with Laws**

The PS Contractor must, in carrying out the PS Contractor's Activities:

- (a) (**compliance**) comply (and ensure that its Associates comply) with, and ensure that the Project Works and the Temporary Works comply with, all applicable Laws (including any Change in Law and any Environmental Notices arising out of or in connection with the carrying out of the PS Contractor's Activities);
- (b) (**not put the Principal in breach**) not do, or fail to do (and ensure that its Associates do not do, or fail to do), anything that may cause the Principal to be in breach of any Law;

- (c) **(notices and fees)** give all notices and pay all fees, charges, bonds and other amounts which it is required to pay in respect of the performance of the PS Contractor's obligations under this deed;
- (d) **(notify)** notify the Principal in writing as soon as practicable after the PS Contractor:
 - (i) becomes aware of any non-compliance with the requirements of any Law in connection with the PS Contractor's Activities or the Construction Site;
 - (ii) becomes aware of any information, fact or circumstance in any way connected with the PS Contractor's Activities or the Construction Site where:
 - (A) if the Principal were to be aware of such information, fact or circumstance, the Principal would be required to notify any Authority of that information, fact or circumstance pursuant to any Law (without limiting any other obligation of the PS Contractor in relation to the information, fact or circumstance); and
 - (B) the PS Contractor is aware of that notification obligation of the Principal; or
 - (iii) notifies any Authority of any matter pursuant to any Law which is in any way connected with the PS Contractor's Activities or the Construction Site, in which case the PS Contractor must give the Principal a copy of such notification and of any subsequent correspondence with the Authority in relation to the subject of the notification;
- (e) **(copies to the Principal)** give the Principal's Representative copies of:
 - (i) all notices that the PS Contractor (or its Associates) gives to any Authority at the time or before it submits such notices to an Authority;
 - (ii) all documents (including Approvals and other notices) that any Authority issues to the PS Contractor (or its Associates); and
 - (iii) any other material communications between the PS Contractor (or its Associates) and an Authority,in connection with the Project Works or the PS Contractor's Activities; and
- (f) at all times conform and comply with, and ensure that the Project Works and the Temporary Works conform and comply with:
 - (i) **(Codes and Standards)** all Codes and Standards; and
 - (ii) **(Prescribed Legislative Requirements)** each of the Prescribed Legislative Requirements.

7.2 Change in Law

- (a) [REDACTED] To the extent a Change in Law results in a change to, an addition to or omission from the Project Works, [REDACTED]
- (b) **(Details of Change)** If there is a Change in Law, each written notice the PS Contractor must give under clause 37.3(b) and clause 37.3(c) must include:
 - (i) details of the Change in Law;

- (ii) the effect the Change in Law will have on the Project Works;
- (iii) the costs and expenses likely to be incurred in the change to the Project Works as a consequence of the Change in Law which are in addition to those which would have been incurred had the Change in Law not occurred; and
- (iv) other information reasonably required by the Principal's Representative.

7.3 Change in Codes and Standards

- (a) **(Details of Change)** Where there is a Change in Codes and Standards:
 - (i) the PS Contractor must give a written notice to the Principal's Representative within 20 Business Days after the date on which it first becomes aware of (or ought reasonably to have first become aware of) the Change in Codes and Standards, containing:
 - (A) details of the Change in Codes and Standards; and
 - (B) an estimate of the PS Contractor's increased or decreased costs of complying with that Change in Codes and Standards, (including sufficient information to support the estimate); and
 - (ii) if a notice is given by the PS Contractor which complies with clause 7.3(a)(i), then within 10 Business Days after the date of the notice, the Principal's Representative must either:
 - (A) direct the PS Contractor to disregard the Change in Codes and Standards; or
 - (B) direct the PS Contractor to comply with the Change in Codes and Standards.
- (b) **(No breach)** If the Principal's Representative gives a notice under clause 7.3(a)(ii)(A), the PS Contractor will not be regarded as being in breach of this deed to the extent that it disregards the relevant Change in Codes and Standards.

7.4 Approvals

The PS Contractor must:

- (a) **(obtain and maintain)** obtain and maintain all Approvals required to perform the PS Contractor's Activities, except for the Principal Approvals;
- (b) **(comply with conditions)** except to the extent otherwise expressly specified in Schedule D3 (*Approvals and Planning Approval conditions*), comply with, carry out and fulfil the conditions and requirements of all Approvals, including those conditions and requirements which the Principal is, under the terms of the Approvals, required to comply with, carry out or fulfil;
- (c) **(comply with requirements)** comply (and ensure that its Associates comply) with the requirements of the Planning Approval set out in Schedule D2 (*Requirements of Approvals*);
- (d) **(prepare submissions)** for the purpose of obtaining any Approvals, prepare all associated studies and reports and other submissions; and

- (e) **(provide assistance)** provide the Principal with such assistance as may be reasonably required by the Principal to enable the Principal to:
 - (i) obtain any Principal Approvals; or
 - (ii) subject to clause 7.4(b), satisfy or fulfil the conditions and requirements of Approvals which Schedule D3 (*Approvals and Planning Approval conditions*) provides must be satisfied or fulfilled by the Principal.

7.5 **Modifications to EP&A Act Approvals**

Notwithstanding clause 7.2 (*Change in Law*), if:

- (a) any further environmental impact assessment is required under Part 4 or Division 5.1 of the EP&A Act (or their equivalents) in connection with the PS Contractor's Activities;
- (b) the Principal determines that it is necessary to carry out any further environmental impact assessment under Part 5 of the EP&A Act (or its equivalent) in connection with the PS Contractor's Activities;
- (c) an Approval is modified and/or amended under the EP&A Act; or
- (d) a new Approval is issued under the EP&A Act in respect of the PS Contractor's Activities, either in substitution for or replacement of a Planning Approval or otherwise or any such new Approval is modified under the EP&A Act,

arising out of or in connection with:

- (e) a Modification requested by the PS Contractor; or
- (f) any failure by the PS Contractor to comply with its obligations under this deed or any other PS Station Contract Document,

then the Principal will have no Liability to the PS Contractor in relation to any such events and any actions or additional work arising out of or in connection with any such events, irrespective of who is required to, or does, carry out any such assessment.

7.6 **Legal challenge to Planning Approvals**

If there is a legal challenge, proceedings or action in relation to the assessment or determination of an application for a Planning Approval or a modification of a Planning Approval, the PS Contractor must continue to perform the PS Contractor's Activities unless, as a result of that legal challenge, proceedings or action, it is otherwise:

- (a) ordered by a court or tribunal;
- (b) ordered or directed by an Authority; or
- (c) directed by the Principal or the Principal's Representative.

7.7 **Crown Building Work**

- (a) The PS Contractor must, in relation to any part of the Project Works or Temporary Works that is Crown Building Work (as defined in section 6.1 of the EP&A Act), certify (on behalf of the Principal) those works as required by section 6.28 of the EP&A Act.

- (b) Any certification under clause 7.7(a) will not lessen or otherwise affect:
 - (i) the PS Contractor's other Liabilities, obligations or responsibilities under this deed or otherwise according to Law; or
 - (ii) the Principal's rights against the PS Contractor, whether under this deed or otherwise according to Law.

7.8 Long service leave levy

Before commencing construction of the Project Works or the Temporary Works, the PS Contractor must:

- (a) pay (or ensure that Subcontractors pay) to the Building and Construction Industry Long Service Payments Corporation, or its agent, the amount of the long service levy payable in respect of the building and/or construction work under the *Building and Construction Industry Long Service Payments Act 1986* (NSW); and
- (b) produce to the Principal's Representative the document evidencing payment of the levy.

7.9 Home Building Act

- (a) **(Warranty)** Without limiting clause 7 (*Law and Approvals*), the PS Contractor:
 - (i) warrants that it holds all required licences under the Home Building Act authorising it to carry out Home Building Work; and
 - (ii) must comply with the requirements set out in section 2 of Schedule A30 (*Home Building Act Requirements*).
- (b) **(Indemnity)** The PS Contractor must indemnify the Principal from and against any Claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with:
 - (i) the Home Building Act including Liability for a breach of statutory warranties implied under the Home Building Act in relation to the Residential SDD Works or any alleged Liability on the part of the Principal under the Home Building Act in respect of the Residential SDD Works; and
 - (ii) breach by the PS Contractor of the warranty in clause 7.9(a).
- (c) **(Acknowledgement)** The parties acknowledge and agree that:
 - (i) prior to signing this deed the PS Contractor provided the Principal with a copy of the Home Building Regulation Checklist; and
 - (ii) the Principal has signed the Home Building Regulation Checklist and has provided a signed copy of the Home Building Regulation Checklist to the PS Contractor.

8. GOVERNANCE AND ADMINISTRATION

8.1 Principal's Representative

- (a) The Principal's Representative will carry out all of its functions under this deed as the agent of the Principal (and not as an independent certifier, assessor or valuer).

- (b) The PS Contractor must comply with all Directions given by the Principal's Representative in accordance with this deed.

8.2 Appointees of the Principal's Representative

- (a) **(Principal appointees)** The Principal's Representative:
 - (i) may by written notice to the PS Contractor, appoint persons to exercise any of the functions of the Principal's Representative under this deed;
 - (ii) must not appoint more than one person to exercise a specific function at any one time;
 - (iii) may vary or revoke any appointment under clause 8.2(a)(i) by written notice to the PS Contractor; and
 - (iv) may continue to exercise a function under this deed despite appointing another person to exercise the function under clause 8.2(a)(i) (provided that any Directions of the Principal's Representative take precedence over those of any other representatives to the extent of any inconsistency).
- (b) **(References include appointees)** All references in this deed to the Principal's Representative include a reference to an appointee under clause 8.2(a)(i).

8.3 PS Contractor's Representative

- (a) **(Appointment)** The PS Contractor must ensure that at all times from the date of this deed to the issue of the Final Certificate there is a PS Contractor's Representative.
- (b) **(Communications in English)** All communications by the PS Contractor's Representative must be in the English language.
- (c) **(Authority)** The PS Contractor's Representative, and any replacement, at all times has or will have authority to act on behalf of the PS Contractor in respect of this deed.

8.4 PS Contractor's acknowledgement

- (a) **(PS Contractor is bound)** Any notice, consent, approval or other communication given or sighted by the PS Contractor's Representative or any PS Contractor's Representative's delegate will bind the PS Contractor.
- (b) **(Knowledge of the PS Contractor)** All matters within the knowledge of the PS Contractor's Representative or any PS Contractor's Representative's delegate will be deemed to be within the knowledge of the PS Contractor.
- (c) **(Directions deemed to be given to the PS Contractor)** Any Directions given by the Principal's Representative, or by a delegate appointed under clause 8.2(a) on behalf of the Principal's Representative, to any PS Contractor's Representative or PS Contractor's Representative's delegate will be deemed to have been given to the PS Contractor.

8.5 Release in favour of Principal's Representative

- (a) **(No Liability for representative)** Neither the Principal's Representative nor any delegates will have any Liability to the PS Contractor in relation to or in connection with this deed.

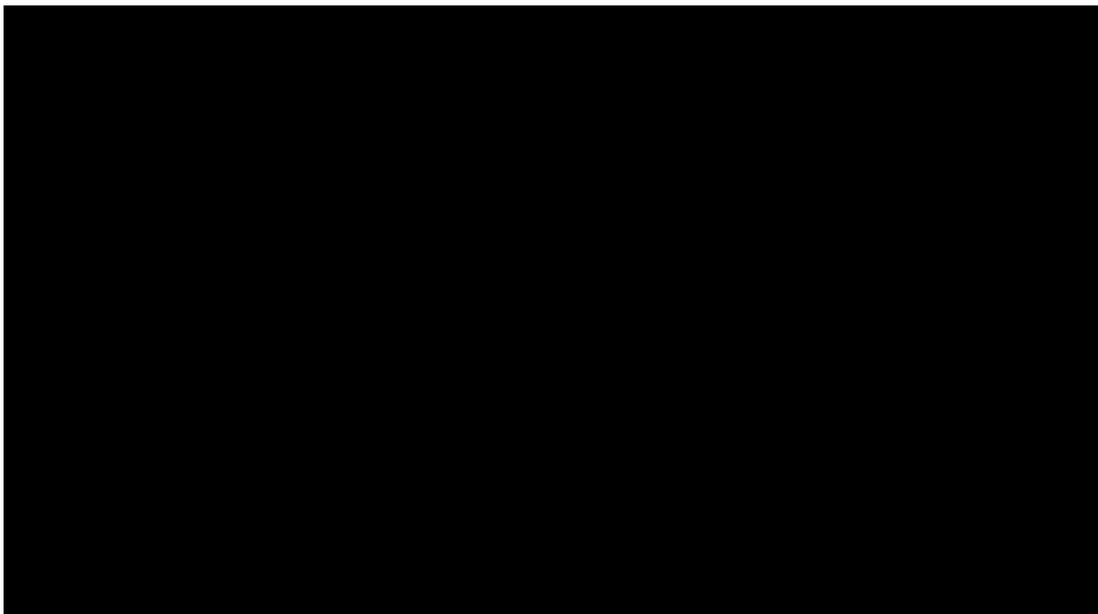
- (b) **(No reliance for the Principal/PS Contractor)** Nothing in clause 8.5(a) releases:
- (i) the Principal from any Liability it would otherwise have to the PS Contractor arising out of the conduct of the Principal's Representative and any of the Principal's Representative's delegates; or
 - (ii) the PS Contractor from any Liability it would otherwise have to the Principal arising out of the conduct of the PS Contractor's Representative and any of the PS Contractor's Representative's delegates.

8.6 Personnel

- (a) **(Skilled and experienced personnel)** The PS Contractor must provide competent, qualified, experienced and skilled personnel to perform the PS Contractor's obligations under this deed.
- (b) **(Engagement of personnel)** The PS Contractor must:
- (i) employ the personnel specified in Schedule A29 (*Personnel*) in the positions specified in Schedule A29 (*Personnel*);
 - (ii) ensure that the personnel specified in Schedule A29 (*Personnel*) (or their approved replacements) at all times have and maintain the qualifications, skills and experience required by Schedule A29 (*Personnel*);
 - (iii) if any of the personnel referred to in clause 8.6(b)(ii):
 - (A) die;
 - (B) become unable to continue in the position due to illness;
 - (C) resign from the employment of or are promoted to a new position within the PS Contractor;
 - (D) become the subject of a direction under clause 8.6(d),replace them with personnel of at least equivalent ability and expertise as well as the qualifications, skills and experience required by Schedule A29 (*Personnel*) who must be approved in writing by the Principal's Representative (acting reasonably) before they are appointed.
- (c) **(Availability)** The personnel specified in Schedule A29 (*Personnel*) (or their approved replacements) must be available for consultation with the Principal's Representative whenever the Principal's Representative reasonably requires.
- (d) **(Removal)** The Principal's Representative may, in its absolute discretion and without having to give reasons, direct the PS Contractor to remove any person from the performance of the PS Contractor's Activities and the PS Contractor must ensure that any person the subject of such a direction is not again involved in the performance of the PS Contractor's Activities. Where the person the subject of a direction under this clause 8.6(d) is a person specified in Schedule A29 (*Personnel*) (or their approved replacement), the PS Contractor must provide a replacement that has the qualifications, skills and experience required by Schedule A29 (*Personnel*).

8.7 **Independent Certifier**

- (a) **(Independent Certifier Deed)** The Independent Certifier will be engaged on the terms of the Independent Certifier Deed.
- (b) **(Not an AEO)** In certifying Design Stage 3 Design Documentation, the Independent Certifier is not required to act as an AEO.
- (c) **(Independent)** The Independent Certifier is obliged to act independently of the Principal, the PS Contractor and their respective Associates.
- (d) **(Provision of information)** The Principal and the PS Contractor must provide the Independent Certifier with all information and documents and allow the Independent Certifier to attend meetings (including any Project Control Group meetings) and access all premises as may be:
 - (i) necessary or reasonably required for the Independent Certifier to perform its obligations under the Independent Certifier Deed; or
 - (ii) requested by the Independent Certifier or directed by the Principal's Representative.
- (e) **(Copy all information to other party)** All notices and documents provided by a party to the Independent Certifier must be copied to the other party. If a party is required to provide a notice or document to the Independent Certifier within a specified time period, that notice or document must be provided to the other party within the same time period.
- (f) **(Principal may provide comments)** The Principal's Representative may provide comments to the Independent Certifier in respect of the PS Contractor's Activities.



8.8 **Effect of Independent Certifier decisions**

- (a) **(Not approval or evidence)** No certification or determination by the Independent Certifier will:
 - (i) constitute an approval by the Principal of the PS Contractor's performance of its obligations under this deed;

- (ii) be taken as an admission or evidence that the Project Works or Temporary Works or any other matters certified or determined by the Independent Certifier comply with this deed; or
 - (iii) prejudice any rights or powers of the Principal under this deed or otherwise according to Law, including any rights which the Principal may have in respect of Defects in the Project Works.
- (b) **(No liability for acts)** No act or omission of the Independent Certifier, including any certification or determination by the Independent Certifier:
- (i) is an act or omission by the Principal (including a breach of contract) under or in connection with the PS Station Contract Documents; or
 - (ii) without limiting clause 8.8(a), will give rise to any Liability of the Principal to the PS Contractor.

8.9 **Not used**

8.10 **Not used**

8.11 **Governance groups**

- (a) **(Establishment of governance groups)** The PS Contractor must establish, and comply with the requirements in respect of, the Project Control Group and Technical Working Groups contemplated in Schedule B1 (*Governance groups*).
- (b) **(Effect of governance groups)** The Project Control Group and each Technical Working Group are consultative and advisory only and nothing which occurs during a meeting of any such group will:
- (i) affect the rights or obligations of any party under the PS Station Contract Documents;
 - (ii) give rise to any Liability from the Principal to the PS Contractor or from the PS Contractor to the Principal;
 - (iii) relieve a party from, or alter or affect, a party's Liabilities or responsibilities whether under this deed or otherwise according to Law;
 - (iv) prejudice a party's rights against the other whether under this deed or otherwise according to Law; or
 - (v) be construed as a Direction by a party to do or not do anything.

8.12 **Attendance at meetings**

If required by the Principal's Representative, the PS Contractor must procure that representatives of the PS Contractor attend any meeting, forum or working group that is contemplated by or established in connection with this deed.

8.13 **Exchange of information between government agencies**

- (a) **(Authorisation)** The PS Contractor authorises the Principal and its Associates to make information concerning the PS Contractor available to NSW government departments or agencies. Such information may include any information provided by the PS Contractor to the Principal and any information relating to the PS Contractor's performance under this deed.

- (b) **(Future opportunities)** The PS Contractor acknowledges that any information about the PS Contractor from any source, including substantiated reports of unsatisfactory performance, may be taken into account by the Principal and NSW government departments and agencies in considering whether to offer the PS Contractor or any Related Entity of the PS Contractor future opportunities for NSW government work.

8.14 Industrial relations

The PS Contractor:

- (a) bears the risk of and is solely responsible for the management of all aspects of industrial relations connected with the PS Contractor's Activities; and
- (b) must keep the Principal fully and promptly informed of all industrial relations problems or issues which materially affect, or are likely to materially affect, the carrying out of the PS Contractor's Activities.

8.15 Reports

The PS Contractor must provide reports to the Principal's Representative in accordance with and at the times required by Appendix F2 of the SWTC.

9. ACCESS AND CONSTRUCTION SITE

9.1 Rights to land

- (a) **(Principal's obligation)** The Principal:
 - (i) grants to the PS Contractor, and the PS Contractor accepts the grant of, a licence to access the Construction Site in accordance with clause 9.2 (*Early access to the Construction Site*) to clause 9.7 (*Principal's right of entry to Construction Site*) (inclusive); and
 - (ii) will give the PS Contractor rights to Adjoining Properties in accordance with clause 9.8 (*Adjoining Properties*).
- (b) **(Extra Land)** The PS Contractor must, at its own Cost and risk, procure for itself all rights over any land or buildings in addition to the rights described in clause 9.1(a) which are necessary or which the PS Contractor requires to exercise any right or perform any obligation under this deed (which may include land or buildings required for the Third Party Works including Unowned Property Works Land).

9.2 Early access to the Construction Site

- (a) **(Option to grant early access)** The Principal may, but is not obliged to, grant the PS Contractor access prior to the Site Access Date to the whole or part of the TSE Site by granting either:
 - (i) if TSE Construction Completion has been reached, a Construction Licence; or
 - (ii) if TSE Construction Completion has not been reached, but the TSE Contractor has consented to the PS Contractor accessing the Construction Site, an Interim Access Licence.
- (b) **(Purpose of early access)** The purpose of granting early access to the TSE Site under this clause 9.2 is to allow the PS Contractor to commence the PS Contractor's Activities early so as to mitigate any delays the PS Contractor may

incur in reaching a Significant Completion and, subject to clause 9.2(g), the PS Contractor must use that access to the TSE Site to commence the PS Contractor's Activities and optimise the additional time.

- (c) **(Effect of early access)** Grant of a Construction Licence or Interim Access Licence given under clause 9.2(a) or deemed to be given under clause 9.2(f):
- (i) will be taken into account when making an assessment under clause 21.7(b)(vi) of Claims by the PS Contractor for extensions of time; and
 - (ii) except to the extent set out in clause 9.2(c)(i), will not affect any Significant Dates.
- (d) **(Notice)** The Principal may give the PS Contractor one or more written notices of the date or dates (**TSE Site Access Date**) on which a part of the TSE Site will be Accessible from a specified date that is prior to the Site Access Date. Any such notice must:
- (i) specify whether a Construction Licence or Interim Access Licence will be granted; and
 - (ii) be given at least 3 months prior to the date on which the relevant part of the TSE Site will be Accessible.
- (e) [REDACTED] If the Principal gives the PS Contractor a notice under clause 9.2(d) with respect to a part of the TSE Site, and the PS Contractor is not given access to that part of the TSE Site on the date specified in the notice, [REDACTED]
- (f) **(Deemed TSE Site Access Date)** If a TSE Site Access Date is:
- (i) after the Early Site Access Date, the PS Contractor will be deemed to have taken a Construction Licence or Interim Access Licence to that part of the TSE Site on the TSE Site Access Date; or
 - (ii) prior to the Early Site Access Date, the PS Contractor will be deemed to have taken a Construction Licence or Interim Access Licence to that part of the TSE Site on the earlier to occur of:
 - (A) the date on which the PS Contractor (by notice in writing to the Principal) accepts early access to the TSE Site; and
 - (B) the Early Site Access Date.
- (g) **(No grant or deemed grant prior to the Early Site Access Date)** Where the Principal gives the PS Contractor a notice under clause 9.2(d) stating that a part of the TSE Site will be Accessible from a specified date, the PS Contractor will not be required to take, or be deemed to have taken, a Construction Licence or Interim Access Licence in respect of that part of the TSE Site where the date specified in the notice is prior to the Early Site Access Date.
- (h) **(Interface with TSE Contractor)** Without limiting the PS Contractor's obligations under the TSE Cooperation and Integration Deed, to the extent that the PS Contractor uses or accesses the Accessible part of the TSE Site pursuant to an Interim Access Licence, the PS Contractor:

- (i) acknowledges that during an Interim Access Period:
 - (A) the PS Contractor's Activities interface with the TSE Works;
 - (B) the TSE Contractor may be executing work on parts of the TSE Site at the same time as the PS Contractor is performing the PS Contractor's Activities; and
 - (C) the TSE Contractor will be engaged as principal contractor in respect of the TSE Site;
 - (ii) must at all times:
 - (A) fully cooperate with the TSE Contractor;
 - (B) carefully co-ordinate and interface the PS Contractor's Activities with the TSE Works;
 - (C) perform the PS Contractor's Activities so as to minimise any interference with or disruption or delay to the TSE Works; and
 - (D) attend co-ordination meetings as required in accordance with the TSE Cooperation and Integration Deed;
 - (iii) must promptly advise the Principal's Representative of all matters arising out of the PS Contractor's access to any part of the TSE Site that may have an adverse effect upon the PS Contractor's Activities; and
 - (iv) must, if requested by the Principal's Representative, execute a deed poll in favour of the TSE Contractor in the form of Schedule A12 to the TSE Contract.
- (i) **(No Liability)** The Principal will have no Liability to the PS Contractor as a consequence of access by the PS Contractor to any part of the TSE Site during an Interim Access Period.

9.3 Access to the Construction Site on or after the Site Access Date

- (a) **(Principal to give access)** Provided that the PS Contractor has complied with clause 9.4 (*Period and terms of Construction Licence and Interim Access Licence*) and clause 9.5 (*Conditions precedent to access to the Construction Site*), the Principal must:
 - (i) give the PS Contractor access to each part of the Construction Site by no later than the relevant Site Access Date; and
 - (ii) thereafter continue to allow the PS Contractor to access the Construction Site on the terms of this deed.
- (b) **(Delay)** Delay in providing access to the relevant part of the Construction Site will not be a breach of this deed [REDACTED]
- (c) **(Notice)** The Principal's Representative must give the PS Contractor written notice of the estimated TSE Date of Construction Completion 6 months, 3 months, 1 month and 1 week prior to the estimated TSE Date of Construction Completion.
- (d) Not used.
- (e) Not used.

9.4 Period and terms of Construction Licence and Interim Access Licence

- (a) **(Period of Interim Access Licence)** Each Interim Access Licence commences on the date access to the TSE Site is given, or deemed to be given under clause 9.2(f), and expires on the earlier of:
- (i) the Site Access Date for the corresponding part of the Construction Site; and
 - (ii) termination of this deed.
- (b) **(Period of Construction Licence)** The Construction Licence commences, in respect of each part of the Construction Site, on the date access is given, or deemed to be given under clause 9.2(f) (**Construction Licence Commencement Date**), for that part of the Construction Site and terminates on the earlier of:
- (i) if a Site Access Expiry Date is specified for the relevant part of the Construction Site, the Site Access Expiry Date;
 - (ii) the relevant Portion Handover Date; and
 - (iii) the date of termination of this deed.
- (c) **(Terms of access)** The Construction Licence and each Interim Access Licence:
- (i) are non-exclusive licences to the PS Contractor;
 - (ii) are personal in nature;
 - (iii) do not create any entitlement or interest in the Construction Site or the TSE Site;
 - (iv) are granted to the PS Contractor solely for the purpose of carrying out the PS Contractor's Activities and performing its other obligations under the PS Station Contract Documents and permitting the PS Developers to carry out the PS Developers' Activities;
 - (v) are subject to the PS Contractor complying with the terms of this deed and the other PS Station Contract Documents; and
 - (vi) are subject to the rights of the Principal and its Associates to access the Construction Site pursuant to clause 9.7 (*Principal's right of entry to Construction Site*).

9.5 Conditions precedent to access to the Construction Site

The Principal is not obliged to give the PS Contractor access to any area of the Construction Site until:

- (a) the PS Contractor has:
- (i) provided the Principal with a Fire and Life Safety Report in a form acceptable to the Principal (acting reasonably);
 - (ii) complied with clause 3.1(a) and clause 3.4 (*Parent Company Guarantee*);
 - (iii) effected the insurance policies required by clause 30.6 (*PS Contractor's insurance obligations*); and
 - (iv) complied with any other restrictions on access in the SWTC; and

- (b) the Project Health and Safety Management Plan has been submitted to the Principal's Representative and has not been rejected by the Principal's Representative within the review period specified by Appendix F2 of the SWTC.

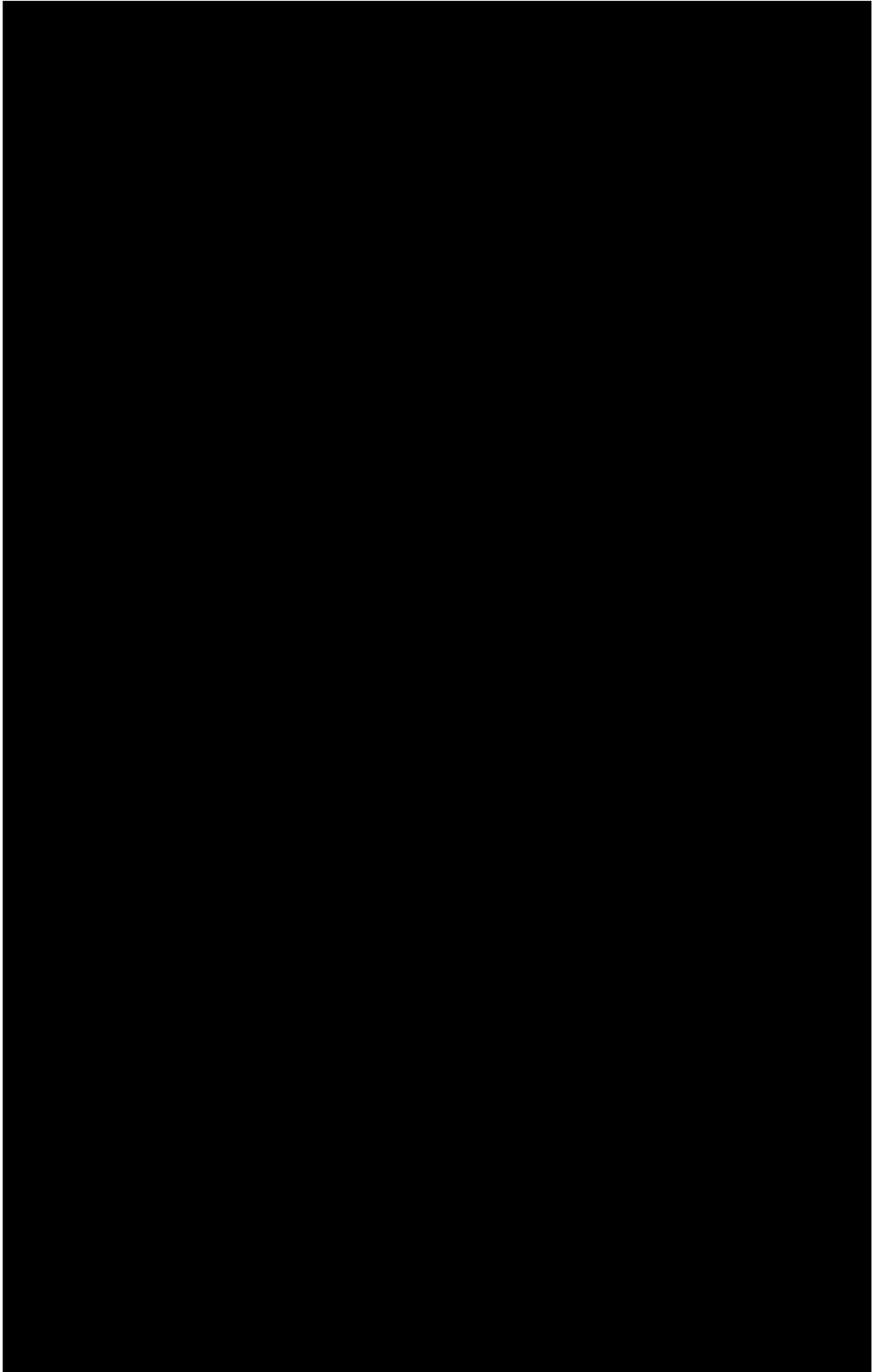
9.6 **Access to the Construction Site**

- (a) The PS Contractor:
 - (i) must access the Construction Site only at the points of entry and exit and using the routes for ingress and egress set out in the Planning Approval;
 - (ii) acknowledges that the Principal has not secured rights of access over the routes for ingress and egress set out in the Planning Approval; and
 - (iii) except as expressly provided for in this deed, is responsible, at its own Cost and risk, for obtaining access to and from, and securing rights of ingress to and egress from, the Construction Site and the Extra Land to perform the PS Contractor's Activities.
- (b) **(No Liability)** The Principal will have no Liability to the PS Contractor in connection with routes for ingress and egress, or failure to gain or delay in gaining ingress to or egress from the Construction Site.

9.7 **Principal's right of entry to Construction Site**

- (a) **(Principal's rights)** Without limiting any other rights of the Principal to access the Construction Site, the Principal (and any person authorised by the Principal including any Interface Contractor) may, at any time after the Construction Licence Commencement Date, enter the Construction Site and any other premises where the PS Contractor's Activities are being carried out, for:
 - (i) in the case of the Principal, the purpose of:
 - (A) observing or inspecting the PS Contractor's Activities or the PS Developers' Activities;
 - (B) monitoring compliance by the PS Contractor or the PS Developers with their respective obligations under any of the PS Station Contract Documents or the PS OSD Contract Documents and any Project Plan;
 - (C) exercising any right or performing any obligation which the Principal has under any Principal PS Station Contract Document or under any Principal PS OSD Contract Document; or
 - (D) any other purpose connected with Sydney Metro City & Southwest;
 - (ii) in the case of an Interface Contractor, carrying out Interface Work.
- (b) **(PS Contractor's assistance)** The PS Contractor must:
 - (i) co-ordinate the PS Contractor's Activities so they do not interfere with the exercise by the Principal of its rights of entry; and
 - (ii) provide the Principal with every reasonable facility and other assistance necessary for any inspection by the Principal, including providing access to any relevant systems, registers, manuals, Records, plans, programs and information.

9.8 Adjoining Properties





9.9 **Extra Land**

- (a) **(Release)** The PS Contractor must as a condition precedent to Completion:
- (i) rehabilitate Extra Land in accordance with the requirements of all relevant Authorities and Landowners; and
 - (ii) give the Principal's Representative:
 - (A) a properly executed release on terms satisfactory to the Principal's Representative (acting reasonably) releasing the Principal from all Liability to the Landowners of Extra Land; or
 - (B) if the PS Contractor is unable to obtain such a release despite using its best endeavours to do so, a statement from the PS Contractor to the effect that the Landowners have failed or refused to execute such a release within 15 Business Days after it being provided by the PS Contractor to the Landowners together with copies of all correspondence with the Authorities and Landowner and evidence that the PS Contractor has complied with the requirements of the relevant Authorities and Landowners of the Extra Land.
- (b) **(No Liability)** The Principal will have no Liability to the PS Contractor in connection with the PS Contractor's obligations under clause 9.1(b) and clause 9.9(a), including any failure to procure Extra Land or any obstruction to or delay in obtaining access to Extra Land.
- (c) **(Indemnity)** The PS Contractor must indemnify the Principal from and against any Claims against the Principal, or Loss suffered or incurred by the Principal, arising out of or in any way in connection with any Claim by a Landowner of any part of the Extra Land where:
- (i) such Landowner has not duly signed a release in favour of the Principal in accordance with clause 9.9(a)(ii)(A); and
 - (ii) the Claim or Loss arises out of or in any way in connection with the PS Contractor's Activities.

9.10 Existing Operations

- (a) **(Existing Operators)** The PS Contractor acknowledges that:
- (i) Existing Operators and other persons must continue their Existing Operations during the course of the carrying out of the PS Contractor's Activities; and
 - (ii) the routes of ingress to and egress from the Construction Site are used by Existing Operators and other persons and will not be available exclusively to the PS Contractor.
- (b) **(Risk)** The PS Contractor bears the risk of co-ordinating its access to and from the Construction Site with any other relevant persons (including Existing Operators) that use the routes for ingress to and egress from the Construction Site and any delay and disruption to the PS Contractor's Activities which arises from any Existing Operations.
- (c) **(Compliance)** The PS Contractor must comply with the Principal's Representative's reasonable Directions in connection with the Existing Operations (including access to and use of the Construction Site) and comply with all policies, procedures and rules of the Principal applying from time to time (as notified by the Principal) in respect of the Existing Operations (including in relation to work health and safety and/or the Environment).
- (d) **(Interface)** The PS Contractor must ensure that the Project Works properly interface and integrate with, and connect to, the physical infrastructure of the Existing Operations so as to enable the Project Works, when completed, to fully comply with the requirements of this deed.
- (e) **(Making good)** The PS Contractor must immediately:
- (i) repair and make good any damage to the physical infrastructure of the Existing Operations to the extent arising out of or in any way in connection with the PS Contractor's Activities; and
 - (ii) when directed by the Principal's Representative, take such action as is required to ensure that its obligations in this clause 9.10 are complied with.
- (f) **(No Liability)** The Principal will have no Liability to the PS Contractor in relation to the PS Contractor's obligations under this clause 9.10 or any act, omission or requirement of an Existing Operator.
- (g) **(Associates)** The PS Contractor must ensure that its Associates at all times comply with this clause 9.10.

9.11 Encumbrances

- (a) **(Compliance)** The PS Contractor must, at its cost, comply with the terms of any easement, restrictions on use, covenants, agreements or other similar arrangements burdening or benefiting the Construction Site as recorded in the register maintained by LRS under the *Real Property Act 1900* (NSW).
- (b) **(Principal may create)** The Principal may, at any time, and from time to time, create or permit the creation on the title to the Construction Site:
- (i) any Encumbrance necessary, in the opinion of the Principal, to enable the construction, operation and/or maintenance and repair of Sydney Metro City & Southwest (including the Pitt Street Station); and

- (ii) any Encumbrance required by an Authority.
- (c) **(Principal to provide notice)** The Principal must promptly provide the PS Contractor with written notice of any proposed Encumbrance to be created in accordance with clause 9.11(b), and its proposed terms.
- (d) **(Costs)** If the Principal creates, or permits the creation of, any Encumbrance pursuant to clause 9.11(b) which:
 - (i) prevents the PS Contractor from complying with its obligations or exercising its rights under this deed; or
 - (ii) increases the PS Contractor's costs of performing the Project Works in accordance with this deed,

the PS Contractor will be entitled to be paid by the Principal the net incremental costs (excluding finance costs) reasonably incurred by the PS Contractor as a direct result of the existence of the Encumbrance, except where the relevant Encumbrance:

- (iii) was required by an Authority;
 - (iv) relates to the grant of a licence to an Interface Contractor as contemplated by clause 12.3(a)(iv);
 - (v) is expressly contemplated by the Draft Section 88B Instrument or the Draft BMS;
 - (vi) is required by reason of any change by the PS Contractor to the design of the Project Works or Temporary Works; and/or
 - (vii) was known to the PS Contractor on the date of this deed or otherwise should reasonably have been anticipated or contemplated by the PS Contractor at the date of this deed having regard to the activities required to enable the construction and/or operation of Sydney Metro City & Southwest (including Pitt Street Station).
- (e) **(Evidence)** The PS Contractor must provide to the Principal such evidence of the extra costs claimed pursuant to clause 9.11(d) as may be reasonably required by the Principal to substantiate the costs claimed.
 - (f) **(Sole remedy)** The costs payable to the PS Contractor under clause 9.11(d) will be the PS Contractor's sole remedy in relation to any Encumbrance created, or permitted to be created, by the Principal pursuant to clause 9.11(b).
 - (g) **(Principal and PS Contractor must meet)** After the date of this deed, if the Principal proposes to create, or permit the creation of Encumbrances pursuant to clause 9.11(b):
 - (i) to burden or affect that part of the Principal's Land that will be subdivided to create the Commercial Lot or the Residential Lot (as applicable);
 - (ii) to burden or affect the Commercial Lot or the Residential Lot (as applicable);
 - (iii) not used;
 - (iv) which will prevent a PS Developer from complying with their obligations under the relevant OSD PDA; or

- (v) which will adversely impact the value of the Commercial Lot or the Residential Lot (as applicable) on the Valuation Date (as that term is defined in the relevant the OSD PDA),

the Principal must use reasonable endeavours to meet with the PS Contractor and discuss the proposed Encumbrance, the terms of the proposed Encumbrance and the estimated decrease in value of the Commercial Lot or the Residential Lot (as applicable) likely to be caused by the proposed Encumbrance, within 10 Business Days of receipt of a notice served under clause 9.11(c), before creating or permitting the creation of Encumbrances in accordance with clause 9.11(b), unless it is a licence or right of occupation granted by the Principal to Interface Contractors in accordance with clause 12.3(a)(iv).

- (h) **(Removal of Encumbrances)** Without limiting any other provision in this clause 9.11, if the Principal has created an Encumbrance on the title to the Principal's Land (excluding the North Station Lot and the South Station Lot) in favour of the Principal and solely to enable the construction of Sydney Metro City & Southwest (including the Pitt Street Station) then if, after the commencement of Sydney Metro City and Southwest operations, the PS Contractor requests the Principal to remove that Encumbrance from the title to the relevant land, the Principal must do so promptly and at no cost to the PS Contractor.
- (i) **(No obligation to pay licence fees or rents)** The parties agree that the PS Contractor will not be liable to pay licence fees or rents to the Principal or any third party for any access or occupation right in respect of the Construction Site.

10. PHYSICAL CONDITIONS

10.1 Acceptance of site

- (a) **(Acceptance of site)** Subject to clause 5.7 (*Contamination*), clause 15.7 (*TSE Defects*), clause 21.6 (*Extensions of time*) and clause 21.9 (*Risk of delay and disruption and resultant increased Costs*), the PS Contractor accepts:
 - (i) the Construction Site, the Adjoining Properties and the Extra Land; and
 - (ii) any structures or other things on, above or adjacent to, or under the surface of, the Adjoining Properties, the Construction Site and the Extra Land,in their present condition from time to time, subject to all defects and Site Conditions, and agrees that it is responsible for, and assumes the risk of:
 - (iii) all Loss, delay or disruption it suffers or incurs; and
 - (iv) any adverse effect on the Project Works, the Temporary Works or the PS Contractor's Activities,arising out of, or in any way in connection with, any defects or Site Conditions encountered in performing the PS Contractor's Activities and releases the Principal from all Claims and Liabilities in connection with such matters.
- (b) **(Examination and investigation)** Subject to clause 5.7 (*Contamination*), the PS Contractor warrants that, prior to the date of this deed, the PS Contractor:
 - (i) examined this deed, the PS Station Contract Documents, the PS OSD Contract Documents, the TSE Contract, the Construction Site, any Extra Land and its surroundings and any other information that was made available in writing by the Principal or any other person on the Principal's behalf, to the PS Contractor or its Associates during the tender period;

- (ii) informed itself of all matters relevant to the employment of labour and all industrial matters on the Construction Site;
 - (iii) was given the opportunity prior to entering into this deed to itself undertake, and to request others to undertake, tests, enquiries and investigations:
 - (A) relating to the subject matter of the Information Documents;
 - (B) in connection with the TSE Contract; and
 - (C) for design purposes and otherwise;
 - (iv) had sufficient opportunity to obtain and obtained all necessary legal, geotechnical and other technical advice in relation to the terms of this deed, the PS Station Contract Documents, the TSE Contract, the Information Documents, the Site Conditions, as well as the risks, contingencies and other circumstances having an effect on its Tender and the performance of its obligations and its potential Liabilities under the PS Station Contract Documents;
 - (v) had sufficient access to the Construction Site and its surroundings, undertook sufficient tests, enquiries and investigations, had sufficient information and obtained a sufficient understanding of the risks involved to enable it to make an informed decision regarding the acceptance of risk in relation to Site Conditions, whether or not to enter into the PS Station Contract Documents and assume the obligations and potential risks and Liabilities which they impose on the PS Contractor; and
 - (vi) satisfied itself as to the correctness and sufficiency of its Tender and that it has made adequate allowance for the costs of complying with all of its obligations under the PS Station Contract Documents and of all matters and things necessary for the due and proper performance and completion of the PS Contractor's Activities.
- (c) **(No representation or warranty)** The Principal makes no representation and gives no warranty to the PS Contractor or its Associates in respect of:
- (i) the Site Conditions which may be encountered during the execution of the PS Contractor's Activities or otherwise in respect of the condition of:
 - (A) the Construction Site, the Extra Land or their surroundings; or
 - (B) any structure or other thing on, under, above or adjacent to the Construction Site or the Extra Land;
 - (ii) the adequacy or suitability of the Construction Site or the Extra Land for the PS Contractor's Activities;
 - (iii) the existence, location, condition or availability of Utility Services on, under, above, adjacent to or related to the Construction Site or the Extra Land; or
 - (iv) the condition or characteristics of any Adjoining Property.

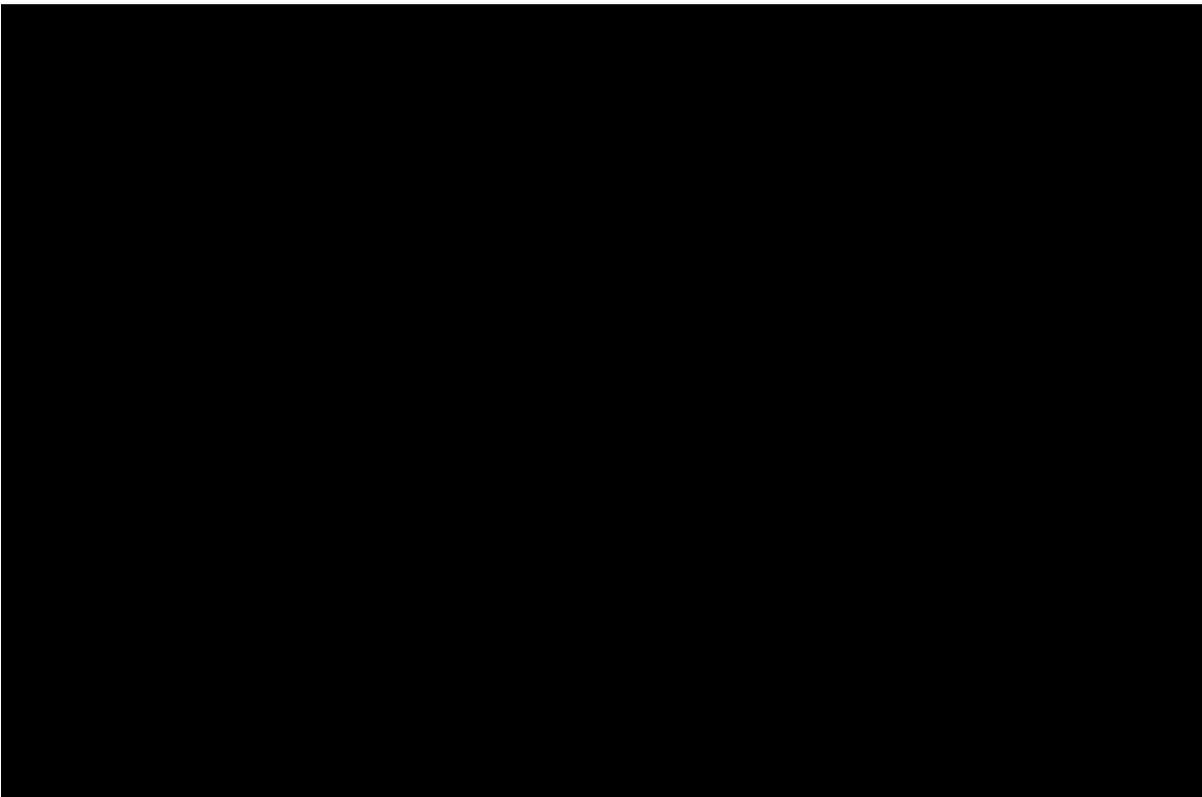
10.2 **Information Documents**

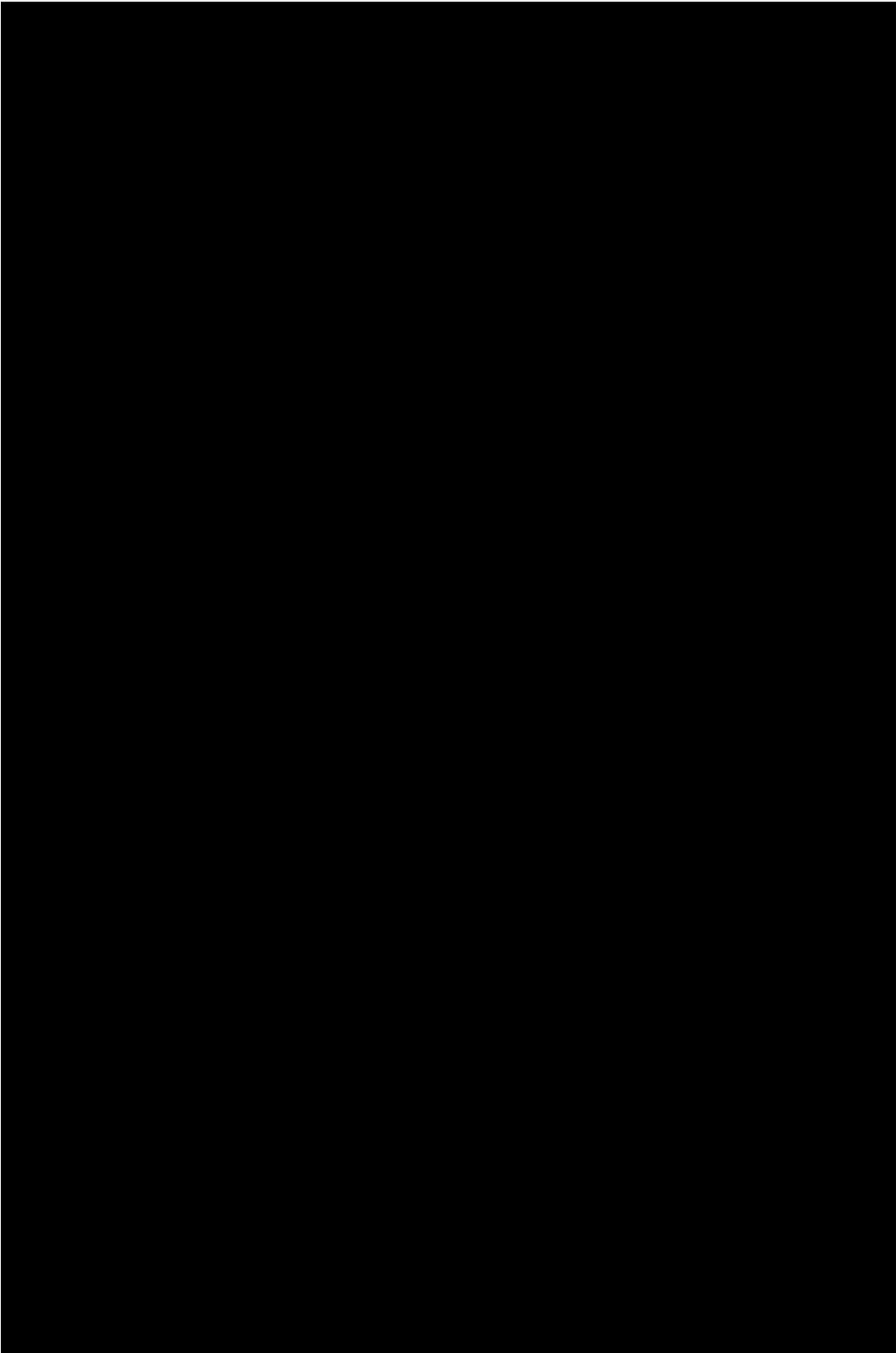
- (a) **(No warranty)** Without limiting clause 10.2(b):
- (i) the PS Contractor acknowledges that the Information Documents may be inaccurate, inadequate, incomplete or unsuitable;
 - (ii) the Principal does not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the accuracy, adequacy, completeness or suitability of the Information Documents;
 - (iii) the PS Contractor acknowledges that where an Information Document or any part thereof is included in a schedule to this deed, it is included only for the purposes of identification of that document or part thereof (unless it is expressly stated in the document that it forms part of this deed); and
 - (iv) the Principal will have no Liability to the PS Contractor or its Associates arising out of or in any way in connection with:
 - (A) the provision of, or the purported reliance upon, or use of the Information Documents to or by the PS Contractor or its Associates or any other person to whom the Information Documents are disclosed; or
 - (B) a failure by the Principal to provide any information to the PS Contractor or its Associates, except where such failure is a breach of this deed (for which the PS Contractor's only remedy will be a claim for breach of contract).
- (b) **(No reliance)** The PS Contractor:
- (i) warrants that it did not in any way rely upon:
 - (A) any Information Document or any other information, data, representation, statement or document made, or provided to the PS Contractor or its Associates, by the Principal or anyone on behalf of the Principal or any other information, data, representation, statement or document for which the Principal is responsible or may be responsible whether or not obtained from the Principal or anyone on behalf of the Principal; or
 - (B) the accuracy, adequacy, suitability or completeness of such Information Document or other information, data, representation, statement or document,for the purposes of entering into this deed or carrying out the PS Contractor's Activities;
 - (ii) warrants that it enters into the PS Station Contract Documents based on its own investigations, interpretations, deductions, information and determinations; and
 - (iii) acknowledges that it is aware that the Principal has entered into this deed relying upon:
 - (A) the warranties, acknowledgements and agreements in clause 10.2(b)(i) and clause 10.2(b)(ii); and

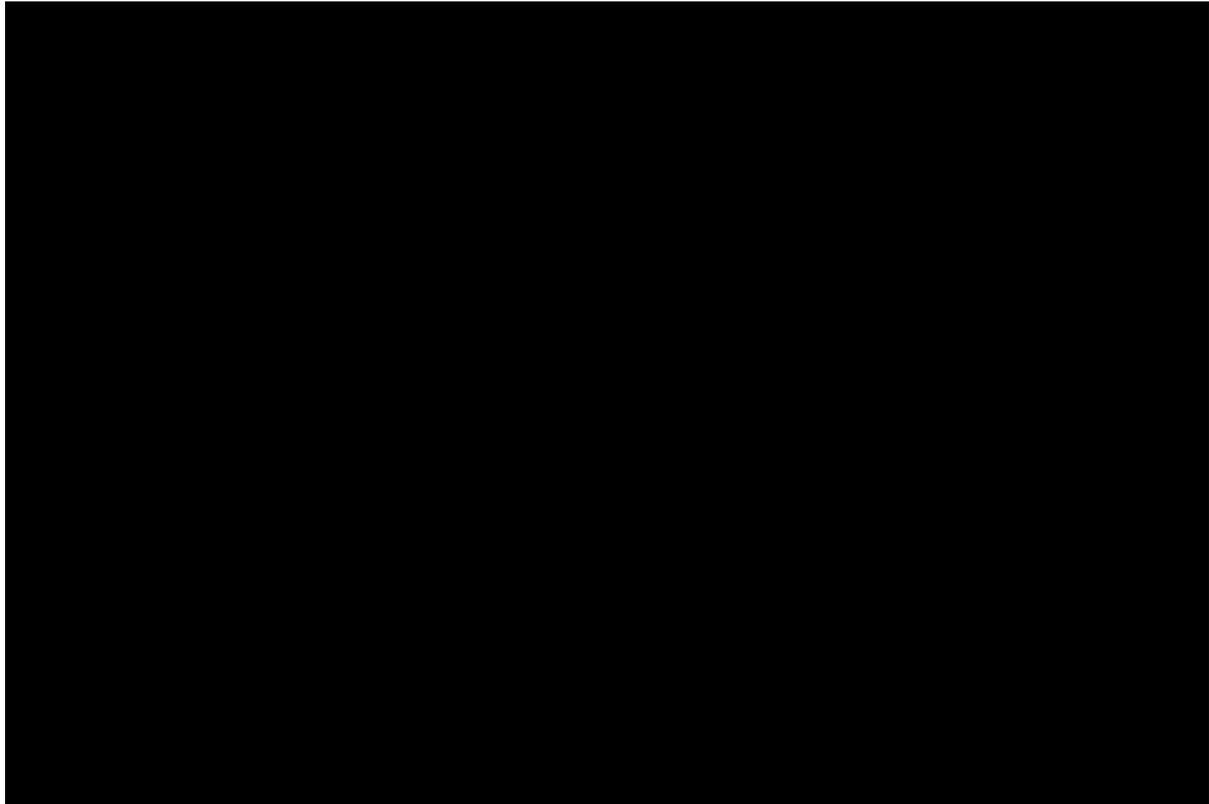
- (B) the agreements and acknowledgements in the PS Contractor's Tender.
- (c) **(Release and indemnity)** The PS Contractor releases and indemnifies the Principal from and against:
 - (i) any Claim against the Principal by, or Liability of the Principal to, any person; or
 - (ii) (without being limited by clause 10.2(c)(i)) any Loss incurred by the Principal,

arising out of or in any way in connection with:

- (iii) the provision of, or the purported reliance on, or use of, the Information Documents to or by the PS Contractor or its Associates or any other person to whom the Information Documents are disclosed by the PS Contractor, or a failure by the Principal to provide any information to the PS Contractor or its Associates;
- (iv) any breach by the PS Contractor of this clause 10.2 (*Information Documents*); or
- (v) the Information Documents being relied upon or otherwise used by the PS Contractor or its Associates, or by any other person to whom the Information Documents are disclosed by the PS Contractor, in the preparation of any information or document, including any Information Document which is "misleading or deceptive" or "false and misleading" (within the meaning of those terms in sections 18 and 29 (respectively) of the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) or any equivalent provision of State or Territory legislation).







12. INTERFACE WITH INTERFACE CONTRACTORS

12.1 Master Interface Protocols Deed Poll

- (a) The PS Contractor must:
 - (i) within [REDACTED] after receipt of a request from the Principal's Representative, provide to the Principal the Master Interface Protocols Deed Poll, duly executed by the PS Contractor; and
 - (ii) at all relevant times comply with the terms of the Master Interface Protocols Deed Poll.
- (b) The Principal will procure that the Operator and each Interface Contractor nominated by the Principal (not including the TSE Contractor) executes a Master Interface Protocols Deed Poll.

12.2 Cooperation and Integration Deeds

- (a) The PS Contractor must:
 - (i) within 5 Business Days after receipt of a request from the Principal's Representative, provide to the Principal:
 - (A) the TSE Cooperation and Integration Deed;
 - (B) the Operator Cooperation and Integration Deed; and
 - (C) each Interface Contractor Cooperation and Integration Deed with any Interface Contractor nominated by the Principal,each duly executed by the PS Contractor in the number of counterparts required by the Principal; and

- (ii) at all relevant times comply with the terms of the Project Cooperation and Integration Deeds.
- (b) If the Principal makes a request under clause 12.2(a)(i) for the PS Contractor to execute:
 - (i) a TSE Cooperation and Integration Deed to which the TSE Contractor will be party;
 - (ii) an Operator Cooperation and Integration Deed to which the Operator will be party; or
 - (iii) an Interface Contractor Cooperation and Integration Deed to which any Interface Contractor nominated by the Principal will be party,

the Principal must, within 20 Business Days of receiving the executed documents from the PS Contractor, itself execute, and procure that the TSE Contractor, the Operator or the relevant Interface Contractor nominated by the Principal (as applicable), executes the relevant document.

12.3 Cooperation and co-ordination with Interface Contractors

Without limiting the PS Contractor's obligations under the Project Cooperation and Integration Deeds, the PS Contractor:

- (a) **(PS Contractor acknowledgement)** acknowledges that:
 - (i) the Interface Work forms part of Sydney Metro City & Southwest;
 - (ii) the PS Contractor's Activities interface with the Interface Work;
 - (iii) Interface Contractors will be executing work on parts of the Construction Site or Extra Land, or adjacent to the Construction Site or Extra Land, at the same time as the PS Contractor is performing the PS Contractor's Activities;
 - (iv) the Principal may grant the Interface Contractors a non-exclusive licence to use and occupy the Construction Site to carry out the Interface Works;
 - (v) without limiting clause 4.1 (*Design obligations*), the PS Contractor will require certain design and work methodology from Interface Contractors to co-ordinate the design of the Project Works and Temporary Work with the Interface Work;
 - (vi) Interface Contractors will require the PS Contractor to provide design and work methodology information to them to co-ordinate the design of the Interface Works with the Project Works and the Temporary Works, and this must be provided in a timely manner by the PS Contractor; and
 - (vii) any delay in the performance of the PS Contractor's Activities or in the PS Contractor providing information to, or cooperating and co-ordinating with, any Interface Contractor may adversely impact upon, delay or disrupt any one or more Interface Contractors or the PS Contractor's Activities in a way which may lead to the Principal and Interface Contractors suffering or incurring Loss;
- (b) **(cooperation with Interface Contractors)** must at all times:
 - (i) permit the Interface Contractors (if the PS Contractor's consent or authority is required) to execute the Interface Work on the applicable parts of the

Construction Site or Extra Land or on any property adjacent to or in the vicinity of the Construction Site or Extra Land:

- (A) at the same time as the PS Contractor is performing the PS Contractor's Activities; and
- (B) at the times agreed with the relevant Interface Contractor, or failing agreement, at the times determined by the Principal's Representative

and for this purpose ensure that those parts of the Construction Site or Extra Land, or property adjacent to or in the vicinity of the Construction Site or Extra Land, required by that Interface Contractor for the purpose of carrying out their work are Accessible subject to, where the relevant Interface Contractor is carrying out Construction Site Interface Work, the Interface Contractor engaged by the Principal for such Construction Site Interface Works executing a deed poll in favour of the Appointed Principal Contractor in the form of Schedule A18 (*Site Interface Deed Poll*);

- (ii) protect the Project Works, Temporary Works and other improvements on the Construction Site or Extra Land from damage by Interface Contractors and allow goods and equipment supplied by Interface Contractors to be received and stored on the Construction Site;
- (iii) fully cooperate with the Interface Contractors, and do everything reasonably necessary to:
 - (A) facilitate the execution of work by the Interface Contractors, including providing each Interface Contractor with such assistance as may be directed by the Principal's Representative
 - (B) without limiting clause 6.3 (*Principal contractor*), ensure the effective co-ordination of the design and construction of the Project Works and the Temporary Works with the design and construction of the Interface Work;
- (iv) carefully co-ordinate and interface the PS Contractor's Activities with the Interface Work, and for this purpose:
 - (A) make proper allowance in all programs for the Interface Work;
 - (B) review all programs provided by Interface Contractors and confirm that they adequately allow for the PS Contractor's Activities and the interfaces between the Interface Work and the PS Contractor's Activities;
 - (C) monitor the progress of the Interface Work;
 - (D) notify the Principal's Representative of any interface or sequence of activities that may affect the commencement or progress of the PS Contractor's Activities or the achievement of any Significant Completion; and
 - (E) provide the Interface Contractors with sufficient information about the current and expected PS Contractor's Activities to assist them to co-ordinate the Interface Work with the PS Contractor's Activities;

- (v) cooperate, meet with, liaise and share information so that the PS Contractor and the relevant Interface Contractor each comply with the provisions of the relevant Environment Protection Licence (if applicable);
- (vi) perform the PS Contractor's Activities so as to minimise any interference with or disruption or delay to the Interface Work;
- (vii) be responsible for co-ordinating the PS Contractor's Activities, including work sequencing, construction methods, safety and industrial relations matters, with those affecting, and influenced by, the Interface Contractors' personnel and Interface Work, including providing to the Principal's Representative copies of work method statements for those parts of the Project Works or Temporary Works which are adjacent to or interface with any Interface Work, at least 15 Business Days prior to commencing the work described in the work method statement;
- (viii) work directly with Interface Contractors where required to complete the design of the Project Works and Temporary Works and provide all necessary information to Interface Contractors in respect of the Project Works and Temporary Works to permit the Interface Contractors to complete the design of the Interface Works so that they are acceptable to the Principal and otherwise comply with this deed, including the SWTC;
- (ix) attend interface co-ordination meetings chaired by the Principal's Representative with Interface Contractors and others every 10 Business Days, or at other times to be advised by the Principal's Representative, to review current and future issues, including the exchange of information, status, problems, solutions, and newly identified interfaces;
- (x) when information is required from an Interface Contractor, provide reasonable written notice to that Interface Contractor requesting that information and specifying the date by which such information is required, which must be:
 - (A) as soon as reasonably practicable but in any event at least 10 days after the date of the notice; or
 - (B) if a longer period for the provision of information is required by the SWTC, the date that period expires,with a copy to the Principal's Representative;
- (xi) ensure that any written notice given under clause 12.3(b)(x) provides the Interface Contractor with the longest possible time for the provision of the information requested having regard to the circumstances;
- (xii) when any information is requested by the Interface Contractors relating to the PS Contractor's Activities, the Project Works or the Temporary Works, including confirming the compatibility or suitability of the design of, work methods to be used in, or any other aspect of, the Interface Work with the Project Works, Temporary Works or the PS Contractor's Activities:
 - (A) provide the information to the Interface Contractor, with a copy to the Principal's Representative, within a reasonable time requested by the Interface Contractor; and
 - (B) ensure and warrant (as at the date the information is provided) that the information provided is accurate; and

- (xiii) use its best endeavours to resolve any problems, and work closely and iteratively with the Interface Contractors, including providing design options, iterations, and work methodologies, to achieve the best solution to such problems, related to:
 - (A) the provision of information;
 - (B) the obtaining of information;
 - (C) the adequacy of information provided to, or received from, the Interface Contractors;
 - (D) the compatibility of the Project Works and Temporary Works with the Interface Work;
 - (E) co-ordination in accordance with this clause 12.3(b); and
 - (F) technical issues with the information provided to, or received from, Interface Contractors;
- (c) **(notice of changes)** must promptly advise the Principal's Representative of all matters arising out of the liaison with Interface Contractors that may involve a change to design or construction of the Project Works or the Temporary Works or otherwise have an adverse effect upon the PS Contractor's Activities; and
- (d) **(similar clauses)** acknowledges that the Principal will ensure that conditions similar to those in this clause 12.3 applying to the PS Contractor will apply to all the Interface Contractors engaged by the Principal that are working on the Construction Site.

12.4 Disputes between the PS Contractor and Interface Contractors

- (a) **(Notice of Dispute)** If, despite the PS Contractor having complied with all of its obligations in clause 12.3(b), the PS Contractor and any Interface Contractor fail to resolve any interface issue or dispute between them, the PS Contractor must promptly give the Principal's Representative written notice of any interface issue or dispute with any Interface Contractor (with a copy to the Interface Contractor).
- (b) **(Meeting)** Following receipt of the PS Contractor's notice under clause 12.4(a):
 - (i) the Principal's Representative must promptly convene a meeting between the PS Contractor, the relevant Interface Contractor and any other relevant person (as reasonably determined by the Principal's Representative);
 - (ii) the Principal's Representative must work in good faith with the PS Contractor and the Interface Contractor to resolve the issues or dispute; and
 - (iii) the PS Contractor must work in good faith with the Principal's Representative and the Interface Contractor to resolve the issues or dispute.

12.5 No Claims arising out of Interface Work

The PS Contractor:

- (a) **(PS Contractor acknowledgement)** acknowledges and agrees that:
 - (i) the Interface Contractors will require access to the Construction Site in order to perform their obligations under their respective contracts with the Principal;

(ii) no act or omission by an Interface Contractor will, whether or not it causes any delay, disruption or interference to the PS Contractor's Activities, constitute an Excusable Cause of Delay or direction by the Principal to carry out a Modification;

(iii)



the Principal will have no Liability to the PS Contractor arising out of or in any way in connection with:

- (A) any Interface Contractor carrying out Interface Work; or
- (B) any act or omission of an Interface Contractor; and

(iv) the PS Contractor's Program will accommodate requirements for design iterations as part of the Interface Work and incorporate the requirements specified in clause 3.2(a) and clause 3.2(b) of the Interface Contractor Cooperation and Integration Deed; and

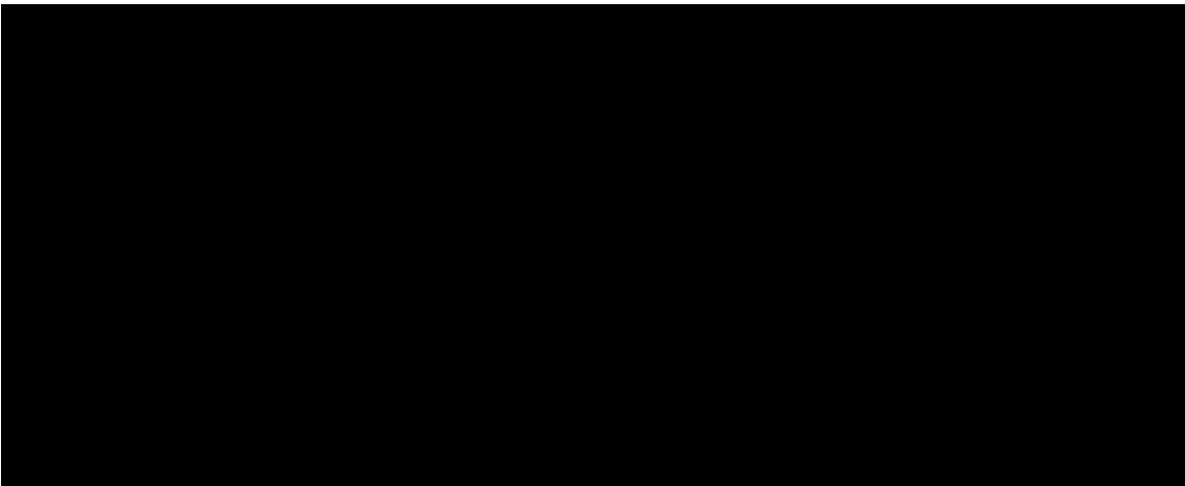
(b) **(sufficient allowance)** warrants that the Contract Sum and the PS Contractor's Program contains sufficient allowances for the assumption by the PS Contractor of the obligations and risks under clause 12.3 (*Cooperation and co-ordination with Interface Contractors*) and this clause 12.5, including the cost of all the design iterations required to accommodate Interface Work.

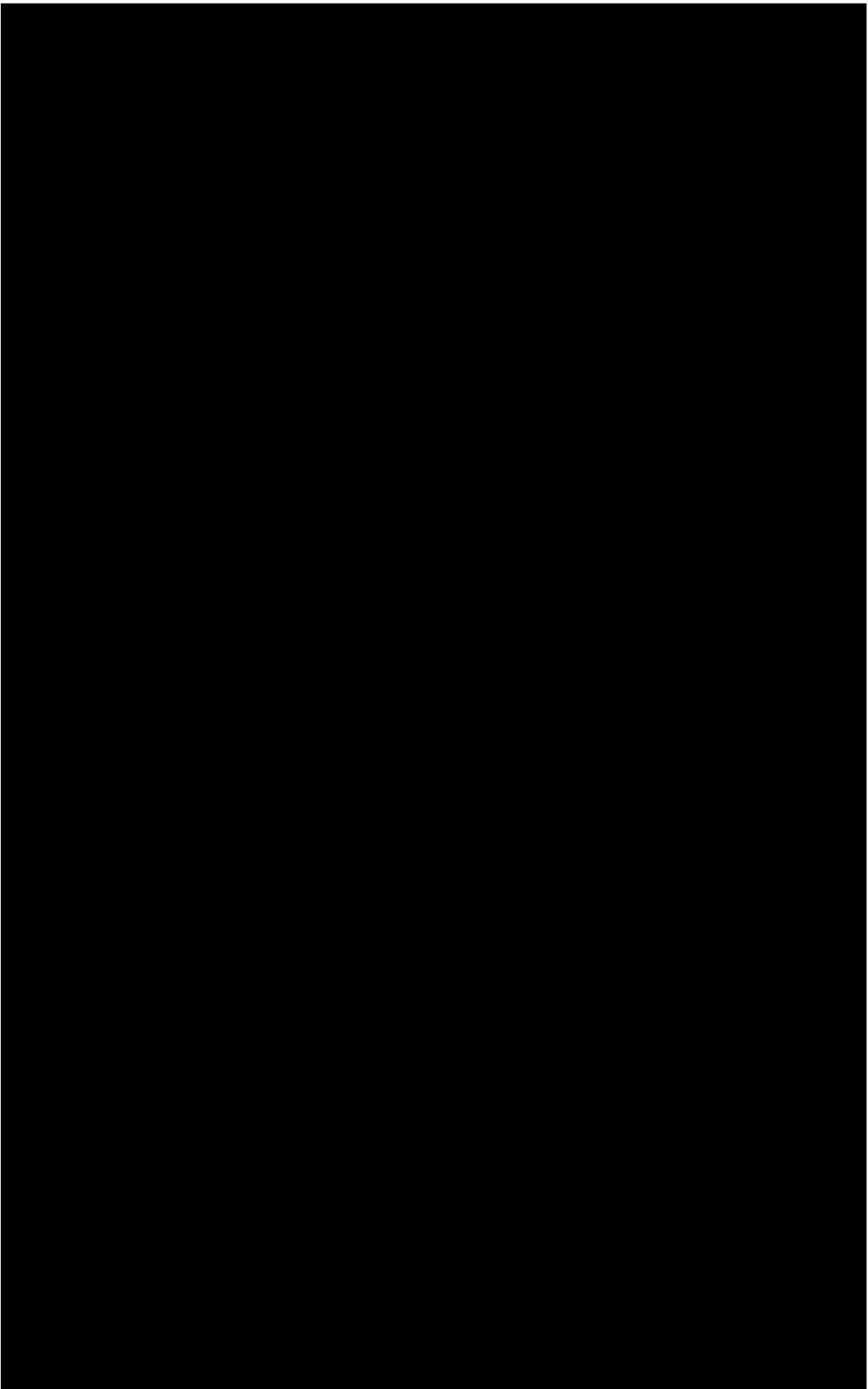
12.6 Temporary Work and Construction Plant

- (a) **(Own arrangements)** The PS Contractor must make its own arrangements with Interface Contractors in relation to Construction Plant and Temporary Work left on the Construction Site.
- (b) **(No Liability)** The Principal will have no Liability to the PS Contractor for Temporary Work or Construction Plant left on the Construction Site by an Interface Contractor or the PS Contractor for use by an Interface Contractor.

12.7 Collateral Warranty Deed Poll

The PS Contractor must, within 5 Business Days of receipt of a request from the Principal





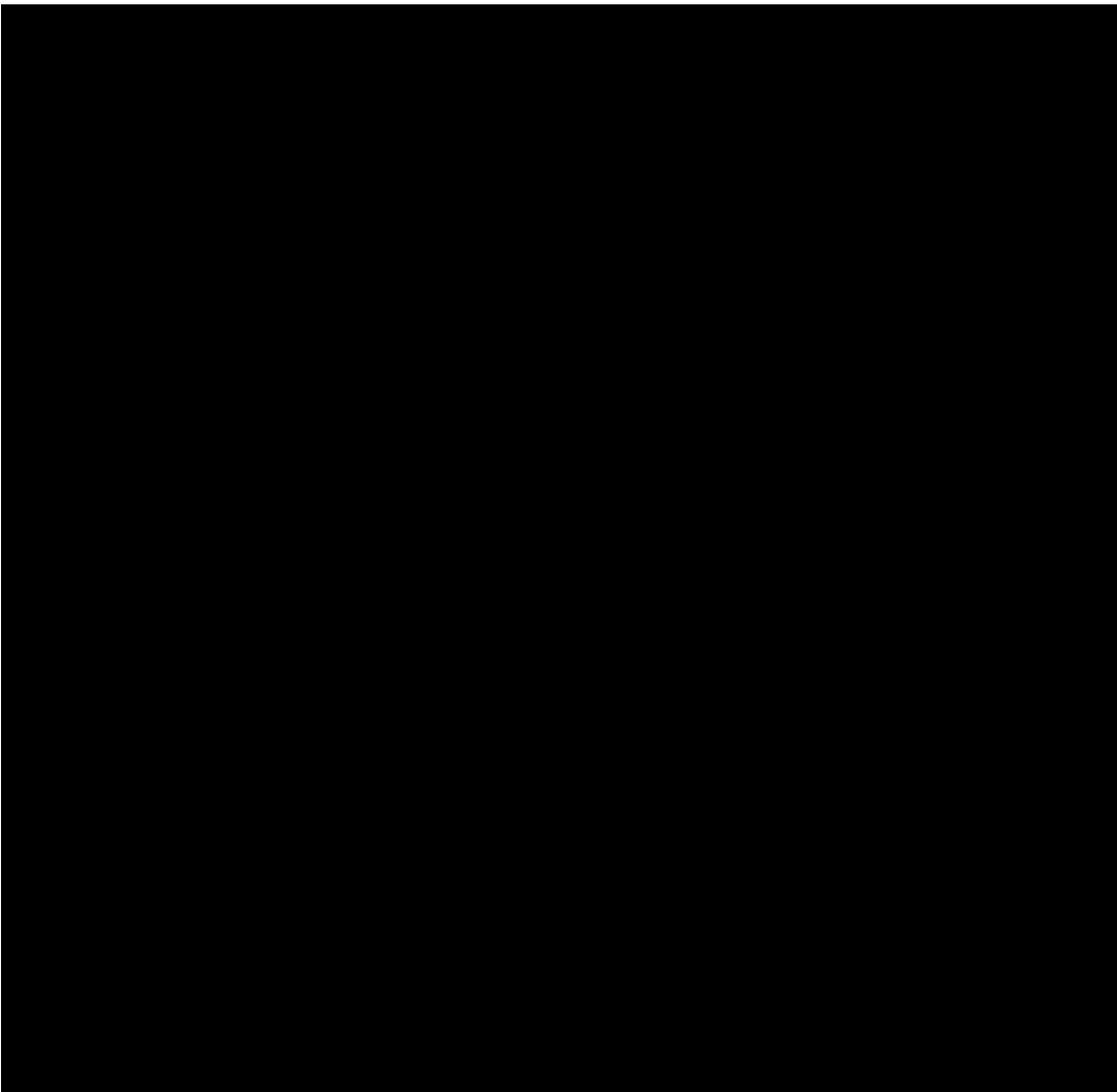


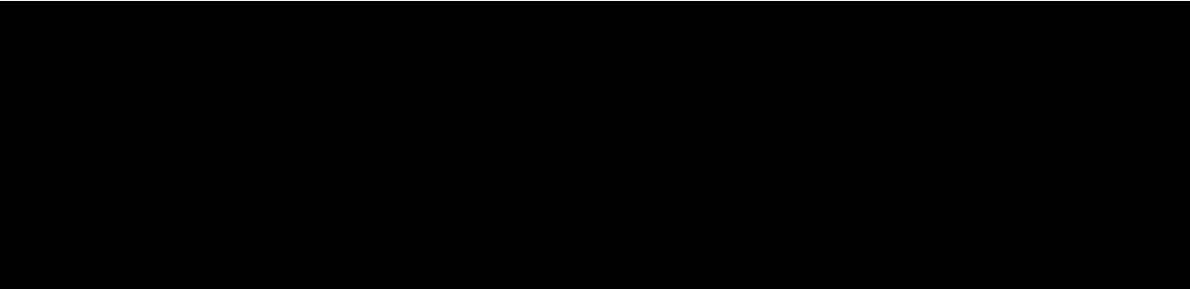
14. **INTERFACE WITH THE OVER STATION DEVELOPMENT**

14.1 **Acknowledgements regarding OSD interface**

The parties acknowledge that:

- (a) the Principal and the PS North Developer are parties to the OSD PDA (North);
- (aa) the Principal and the PS South Developer are parties to the OSD PDA (South);
- (b) the PS Developers may carry out the PS Developers' Activities on the Construction Site pursuant to the OSD PDAs, including prior to the Date of Completion of the last Portion to achieve Completion; and
- (c) to the extent that the PS Contractor requires access to or a right to occupy or use the OSD Construction Site, the PS Contractor must procure that access or right for itself from the PS Developers (as applicable).




15. **TSE CONTRACT**
15.2 **TSE Works Design Documentation**

- (a) **(PS Contractor comments on TSE Design Documentation)** The Principal must provide the PS Contractor with a copy of all design documentation for the TSE Works (**TSE Works Design Documentation**) submitted by the TSE Contractor to the Principal, promptly following receipt by the Principal to the extent that it is not already included in the TSE Works Baseline Requirements.
- (b) **(PS Contractor review)** The PS Contractor must review the TSE Works Design Documentation provided to it pursuant to clause 15.2(a) and provide written comments to the Principal within 10 Business Days after the date on which the PS Contractor received the TSE Works Design Documentation, setting out details of any difference between the TSE Works Design Documentation and the requirements of the TSE Works Baseline Requirements.
- (c) **(Principal provides comments)** The Principal must:
 - (i) promptly provide a copy of any written comments provided by the PS Contractor under clause 15.2(b) to the TSE Independent Certifier and the TSE Contractor; and
 - (ii) provide the PS Contractor with a copy of any comments the Principal receives from the TSE Contractor or TSE Independent Certifier (as applicable) in response to any comments made by the PS Contractor under clause 15.2(b) promptly and in any event no later than 10 Business Days after receipt.

15.3 **TSE Works information**

- (a) **(Asset Management Information)** The Principal must provide the PS Contractor with a copy of any TSE Works Asset Management Information submitted by the TSE Contractor to the Principal promptly following receipt by the Principal. The PS Contractor may or, if requested by the Principal, must, review the TSE Works Asset Management Information and, (if applicable) provide written comments to the Principal within 5 Business Days after the date on which the PS Contractor received the TSE Works Asset Management Information. The Principal may provide a copy of any written comments provided by the PS Contractor to the TSE Independent Certifier and the TSE Contractor.
- (b) **(TSE Works documentation)** If requested by the PS Contractor, (and only to the extent that any documentation is not provided directly to the PS Contractor by the TSE Contractor or the TSE Independent Certifier) the Principal must provide the PS Contractor with copies of:

- (i) all documents or other information in respect of the design, construction, occupation, use and maintenance of the TSE Works which the TSE Contractor must give the Principal as a condition precedent to TSE Construction Completion;
- (ii) any correspondence with, or certificates issued by, the TSE Independent Certifier in relation to the TSE Works (excluding any confidential commercial information regarding the TSE Contractor);
- (iii) any notices of TSE Defects notified to the Principal by the TSE Contractor, or by the Principal to the TSE Contractor, after TSE Construction Completion; and
- (iv) any documents the Principal is entitled to, and actually does, receive from the TSE Contractor in relation to the quality of the TSE Works.

15.4 Inspection of TSE Works

- (a) **(Inspection request)** If the PS Contractor wishes to inspect the TSE Works, the PS Contractor must submit a written request to the Principal's Representative a minimum of 10 Business Days in advance of the date it wishes to carry out the inspection (or such other period of time as the Principal's Representative may agree). The Principal's Representative may attend any inspection by the PS Contractor of the TSE Works.
- (b) **(The Principal to facilitate)** The Principal's Representative must:
 - (i) facilitate all reasonable requests by the PS Contractor to inspect the TSE Works; and
 - (ii) notify the PS Contractor of, and provide the PS Contractor with a reasonable opportunity to attend, all joint inspections of the TSE Works carried out in accordance with clause 17.11 of the TSE Contract.
- (c) **(PS Contractor comment)** If the PS Contractor believes that the TSE Works are not in accordance with the TSE Works Baseline Requirements, the PS Contractor must provide written comments to the Principal:
 - (i) in the case of an inspection carried out in accordance with clause 17.11 of the TSE Contract, within 1 Business Day after the date of the relevant inspection; and
 - (ii) in the case of any other inspection under this clause 15.4, within 5 Business Days after the date of the relevant inspection,

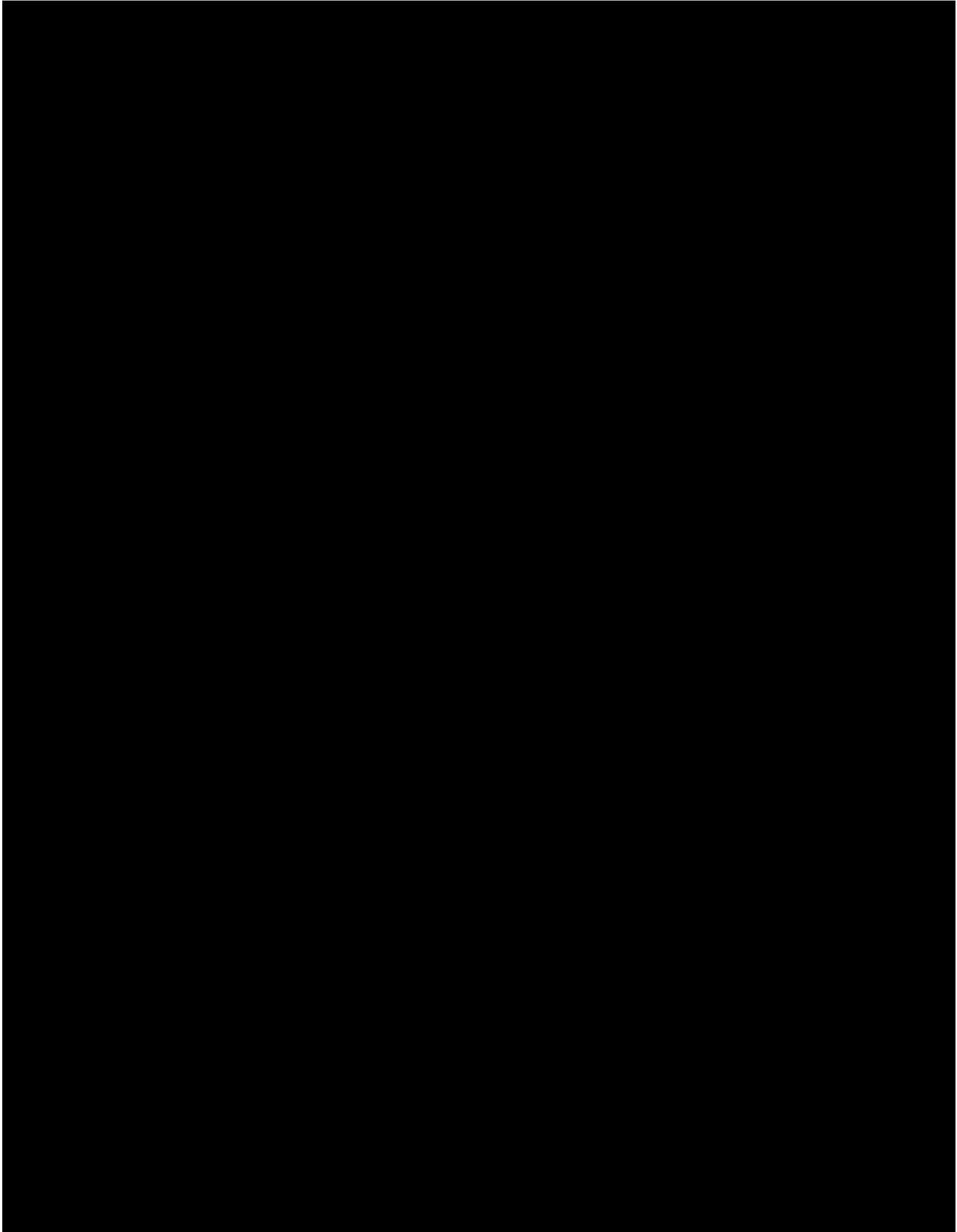
and the Principal must provide a copy of any such comments to the TSE Independent Certifier and the TSE Contractor and provide the PS Contractor with a copy of any comments the Principal receives from the TSE Independent Certifier in response to any comments made by the PS Contractor under this clause 15.4(c) promptly and in any event no later than 10 Business Days after receipt.

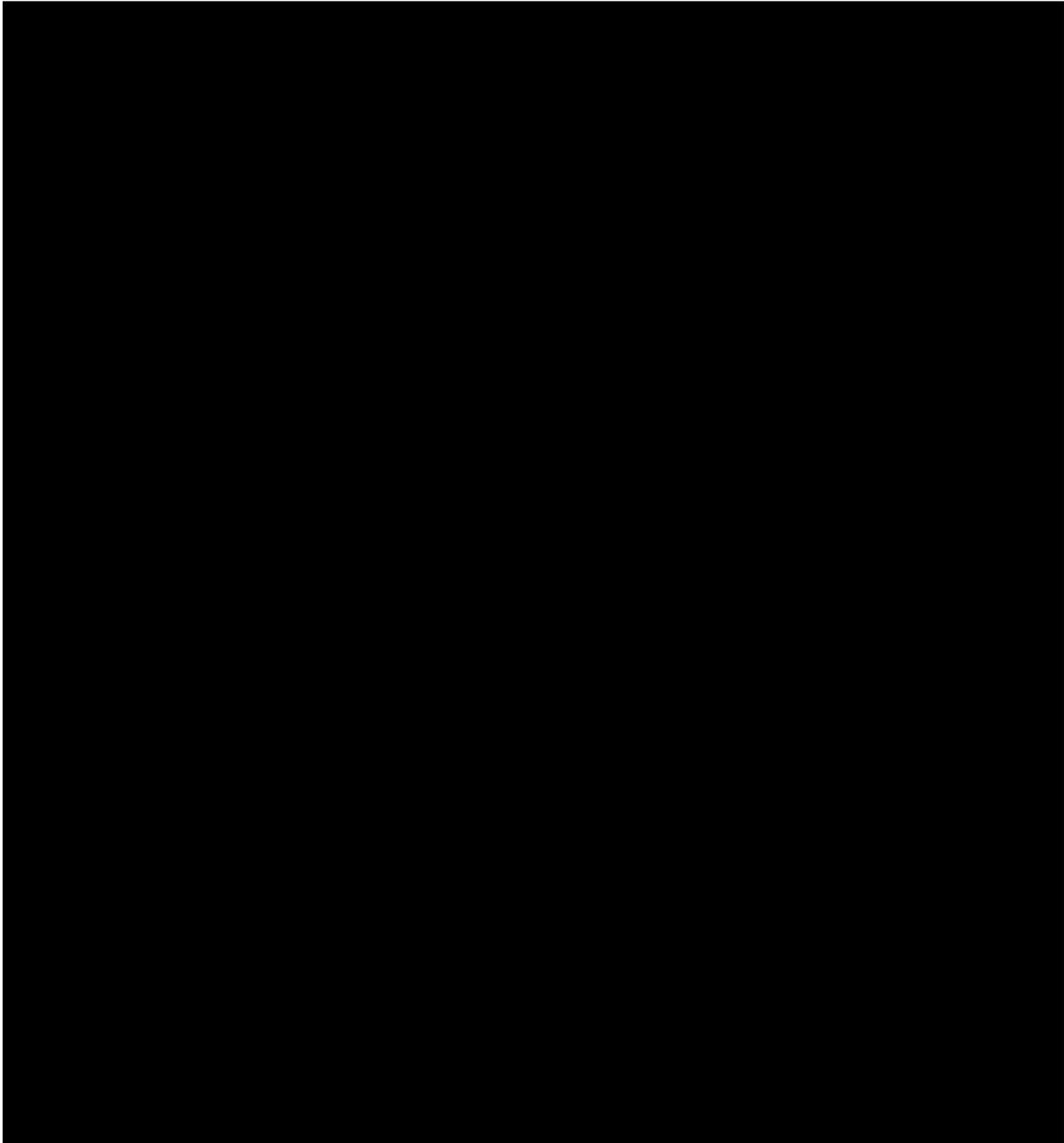
15.5 Care and maintenance of TSE Works

- (a) **(PS Contractor responsibility)** Subject to clause 15.6 (*TSE Known Defects*), clause 15.7 (*TSE Defects*), clause 21.6 (*Extensions of time*), clause 21.9 (*Risk of delay and disruption and resultant increased Costs*) and clause 30.1 (*Responsibility for care of PS Contractor's Activities*), the PS Contractor is responsible for the care and maintenance of any parts of the TSE Works located within the Construction Site for the period from the Construction Licence Commencement Date for that

part of the Construction Site until the Date of Completion of the relevant Portion (or the Date of Substantial Completion in relation to the Trackway Portion) in accordance with the TSE Works O&M Manuals.

- (b) **(Indemnity)** The PS Contractor indemnifies the Principal from and against any Loss that the Principal suffers or incurs as a consequence of the PS Contractor failing to carry out its obligations under clause 15.5(a).



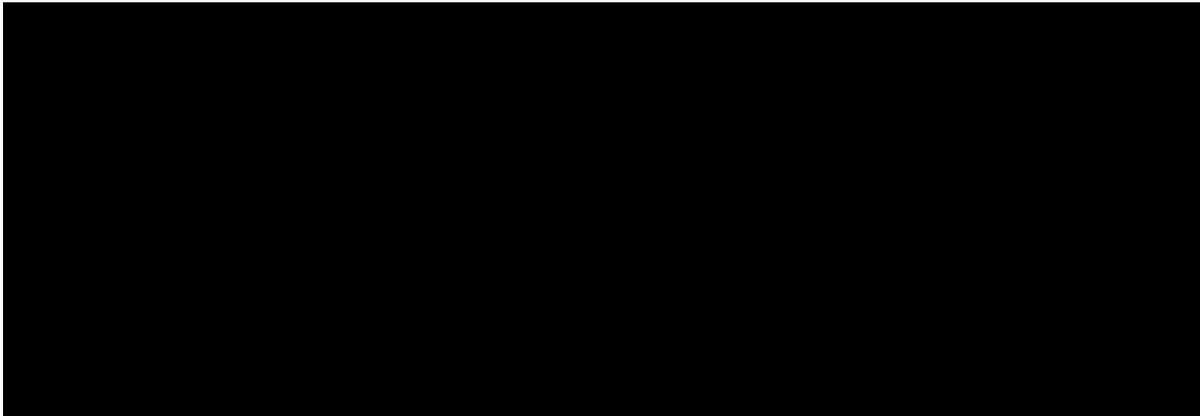


15.9 Access by TSE Contractor

The PS Contractor must provide the TSE Contractor (and any person authorised by the TSE Contractor) with such access to the Construction Site as is required by the TSE Contractor in order to meet its obligations under the TSE Contract and the TSE Cooperation and Integration Deed, including the rectification of:

- (a) any TSE Known Defects pursuant to clause 15.6(a)(ii); and
- (b) any TSE Defects pursuant to clause 15.7 (*TSE Defects*),

subject to the TSE Contractor complying with the PS Contractor's site access and work, health and safety procedures in accordance with the TSE Cooperation and Integration Deed.



15.11 TSE Handover Works

- (a) **(List of Handover Works)** The Principal must, no later than 90 days before the TSE Date for Construction Completion, provide the PS Contractor with a list of the Handover Works that the TSE Contractor has constructed on the Construction Site and provide the PS Contractor with a reasonable opportunity to inspect the Handover Works.
- (b) **(Removal of Optional Handover Works)** The PS Contractor must, no later than 14 days after the date on which the Principal gives the PS Contractor the list referred to in clause 15.11(a), give the Principal a written notice of the Optional Handover Works (if any) that the PS Contractor requires to be removed from the Construction Site after TSE Construction Completion and the Principal must procure the removal of the Optional Handover Works referred to in the PS Contractor's notice from the Construction Site prior to the Construction Licence Commencement Date.
- (c) **(Operation and maintenance of Handover Works)** The PS Contractor must operate and maintain the Handover Works (other than Optional Handover Works the subject of the PS Contractor's notice under clause 15.11(b)).



16. RECORDS AND ACCESS TO RECORDS

16.1 Records

- (a) **(Keeping Records)** The PS Contractor must make and keep, and must ensure all Subcontractors make and keep, accurate records of the work under this deed, whether in writing or stored on any other medium whatsoever (**Records**), including:
 - (i) the Contract Documentation and Materials and any other documents referred to in this deed;
 - (ii) design calculations of the Design Documentation (including designs certified but subsequently superseded or varied) or used in connection with PS Contractor's Activities, the Project Works or the Temporary Works;

- (iii) records as to progress of the work including diary records of daily tasks, complete photographic records and manning and equipment records;
 - (iv) quality system documents and records;
 - (v) results of the examination and testing of any work;
 - (vi) records evidencing or related to compliance with Law;
 - (vii) time records, all cost records relating in any way to delays, Contract Sum Adjustment Events and any work the remuneration for which is based on actual cost, loss or damage;
 - (viii) all consultant's reports and opinions obtained by the PS Contractor in relation to the matters referred to in this clause; and
 - (ix) all necessary supporting correspondence, internal memoranda, minutes, technical and other documents, invoices, records and related financial statements.
- (b) **(Right to inspect Records)** The Principal, the Principal's Representative, the Independent Certifier or any nominee of them may, at any time, inspect and make copies of the whole or part of any Record, may conduct an audit of the Records and the work under this deed (other than Records relating generally to the financial conduct of the PS Contractor's whole business and board minutes unless the PS Contractor is expressly required to make such Records available to the Principal under this deed) and may access the premises of the PS Contractor or its Subcontractors to have access to the Records.
- (c) **(Records not in writing)** If a Record is stored on a medium other than in writing, the PS Contractor must make available immediately upon request such facilities as may be necessary to enable a legible reproduction of the Record to be produced to the Principal or the Principal's Representative and where a Record is in electronic format, the PS Contractor must provide the Principal with a non-exclusive licence to use the software necessary to view and, where relevant, analyse, the information.
- (d) **(No right to refuse inspection)** The PS Contractor is not entitled to refuse inspection of any Record to which the Principal has the right to inspect pursuant to clause 16.1(b) on any basis except legal professional privilege. If a Record is confidential, the PS Contractor may refuse inspection of the Record until the person who is conducting the inspection has executed an undertaking to keep the information confidential.
- (e) **(Cooperation)** The PS Contractor must cooperate with the Principal, the Principal's Representative, the Independent Certifier or any of their respective nominees when they are conducting an inspection. Cooperation will include the explanation of all filing and costing systems and the extraction of requested categories of documentation from files upon request.
- (f) **(Maintenance and destruction of records)**
- (i) The PS Contractor must keep the Principal informed as to where the Records are being maintained, which must be in Australia.
 - (ii) Design Documentation actually used in construction, as-built drawings and commissioning information must be handed to the Principal at Final Completion.
 - (iii) The remaining Records may only be destroyed after the last to occur of:

- (A) seven (7) years after Final Completion;
- (B) the expiry of the Defects Correction Period; or
- (C) seven (7) years after the termination of this deed.

16.2 Access to third parties' information

The PS Contractor must:

- (a) ensure that the Principal (and any person authorised by the Principal) has direct access to any information, documents or material:
 - (i) that is maintained by a third party (including the PS Contractor's Associates); and
 - (ii) which the Principal is entitled to have access to, or have copies of, from the PS Contractor under this deed;
- (b) ensure that any contractual arrangements between the PS Contractor or Subcontractors and any third parties acknowledge the Principal's right of access under clause 16.2(a); and
- (c) give the Principal on demand written evidence (including copies of any contractual arrangements referred to in clause 16.2(b)) showing compliance by the PS Contractor with its obligations under clause 16.2(b).

16.3 ASIC and ASX notices

The PS Contractor must give the Principal, as soon as practicable, copies of all notices and other documents relevant to the PS Contractor's Activities or the ability of the PS Contractor to perform its obligations under any PS Station Contract Document given or received by the PS Contractor to or from the Australian Securities and Investments Commission, the ASX Limited or any other recognised stock exchange (to the extent applicable).

17. SUBCONTRACTING

17.1 Subcontracting by the PS Contractor

- (a) Subject to this clause 17, the PS Contractor may enter into Subcontracts for the performance of the PS Contractor's Activities or any part of them.
- (b) The PS Contractor will be liable to the Principal for the acts and omissions of Subcontractors in connection with the PS Contractor's Activities as if such acts or omissions were acts or omissions of the PS Contractor.
- (c) The PS Contractor must, where a Subcontractor is to carry out design work or other professional services, procure that the Subcontractor execute a deed in the form of Schedule A23 (*Designer Deed of Covenant*) and provide this to the Principal's Representative within 5 Business Days of the engagement of that Subcontractor.
- (d) Subcontracting by the PS Contractor of any obligation under the PS Station Contract Documents will not relieve the PS Contractor of, or otherwise affect, any obligation or Liability it has to the Principal under the PS Station Contract Documents.

17.2 Significant Subcontracts

- (a) **(Principal consent required)** The PS Contractor must not:
- (i) other than with a Subcontractor named in Schedule A5 (*Significant Subcontractors and Significant Subcontract Work*) (with respect to the corresponding "Significant Subcontract Work" listed in Schedule A5 (*Significant Subcontractors and Significant Subcontract Work*) for that Subcontractor), enter into;
 - (ii) where it may impact the rights or increase the Liabilities or obligations of the Principal:
 - (A) make or permit any amendment to, or replacement of or waiver of a provision of; or
 - (B) enter into any agreement or arrangement which affects the operation or interpretation of;
 - (iii) terminate, surrender, rescind or accept repudiation of (or give the relevant Significant Subcontractor an entitlement to terminate, surrender, rescind or accept repudiation of); or
 - (iv) permit the novation, assignment or substitution of any counterparty's right, obligation or interest in,

a Significant Subcontract without obtaining the Principal's prior written consent (which consent must not be unreasonably withheld or delayed but may be conditional).
- (b) **(Qualifications)** The PS Contractor must:
- (i) use its best endeavours to ensure that each Significant Subcontractor:
 - (A) is solvent and reputable;
 - (B) does not have any interest or duty which conflicts in a material way with the interests of the Principal and is not involved in any business or activity which is incompatible with, or inappropriate in relation, to the PS Contractor's Activities; and
 - (C) has sufficient expertise and ability, and is of sufficiently high financial and commercial standing, to properly carry out the obligations of the PS Contractor which are being subcontracted to it; and
 - (ii) immediately upon becoming aware that a Significant Subcontractor does not satisfy the requirements of clause 17.2(b)(i), use its best endeavours to cause:
 - (A) the Significant Subcontractor to do whatever is necessary to promptly satisfy the requirements of clause 17.2(b)(i); or
 - (B) subject to clause 17.2(a), the relevant Significant Subcontract to be terminated.
- (c) **(Monitoring of Significant Subcontracts)** The PS Contractor must:
- (i) use its best endeavours to ensure that each Significant Subcontractor complies with the terms of its Significant Subcontract; and

- (ii) immediately notify and thereafter keep the Principal informed of:
 - (A) any material breach of a Significant Subcontract; or
 - (B) any dispute which is notified as such under a Significant Subcontract.
- (d) **(Copy)** The PS Contractor must provide the Principal with a copy of each Significant Subcontract (subject to removal, exclusion or redaction of any "commercial-in-confidence provisions" as that term is defined in the GIPA Act).
- (e) Not used.
- (f) **(Significant Subcontractor direct deed)** If required by the Principal, the PS Contractor must procure that a Significant Subcontractor and (if applicable) its ultimate parent company enters into a side deed with the Principal in a form reasonably required by the Principal.

17.3 Provisions to be included in Subcontracts

The PS Contractor must (unless otherwise approved in writing by the Principal's Representative having regard to the nature and location of the Subcontractor) ensure that:

- (a) **(Subcontract requirements)** each Subcontract that it enters into in connection with the PS Contractor's Activities, regardless of its value, includes the provisions required by section 1 of Schedule A6 (*Subcontract requirements*); and
- (b) **(Significant Subcontract requirements)** without limiting clause 17.3(a), each Significant Subcontract that it enters into in connection with the PS Contractor's Activities includes the provisions required by section 2 of Schedule A6 (*Subcontract requirements*).

17.4 Nominated Subcontractors

- (a) **(Nominated Subcontractor)** The PS Contractor must:
 - (i) enter into the Nominated Subcontracts with the Nominated Subcontractors; and
 - (ii) ensure that Nominated Subcontract Work is carried out by the Nominated Subcontractors pursuant to the relevant Nominated Subcontract.
- (b) **(Liability)** The PS Contractor will:
 - (i) be liable to the Principal for the acts and omissions of the Nominated Subcontractors in connection with the PS Contractor's Activities as if such acts or omissions were acts or omissions of the PS Contractor; and
 - (ii) not used.
- (c) **(No Liability)** The Principal will have no Liability to the PS Contractor arising out of or in connection with any Nominated Subcontractor or Nominated Subcontract Work including the management and interface with Nominated Subcontractors other than any [REDACTED] for Provisional Sum Work.
- (d) **(Significant Subcontract provisions)** The provisions of clause 17.2(a), clause 17.2(b)(ii), clause 17.2(c) and clause 17.2(d) apply as if each Nominated Subcontract is a Significant Subcontract.

17.5 **Subcontractor direct warranties**

- (a) Prior to Completion of the last Portion to reach Completion, the PS Contractor must procure from each of the Subcontractors engaged by the PS Contractor in relation to each item listed in Schedule A7 (*Subcontractor warranties*), in favour of the relevant beneficiaries in Schedule A7 (*Subcontractor warranties*), a duly executed deed in the form in Schedule A22 (*Form of Subcontractor warranties*).
- (b) Provision of a warranty pursuant to clause 17.5(a) does not impact or derogate from the rights of the Principal against the PS Contractor.

17.6 **Not used**

18. **PROJECT PLANS**

18.1 **General**

The PS Contractor must:

- (a) develop, update and submit all Project Plans to the Principal's Representative in accordance with the requirements of Appendix F2 of the SWTC; and
- (b) implement and comply with all Project Plans that have not been rejected by the Principal's Representative under section 2.2 of Appendix F2 of the SWTC.

18.2 **Warranties in relation to Project Plans**

The PS Contractor:

- (a) must, in each Project Plan, include a detailed description of how the PS Contractor intends to carry out the PS Contractor's Activities in accordance with the requirements of this deed with respect to the subject matter of each Project Plan; and
- (b) warrants that each Project Plan will at all relevant times be fit for its purpose and that compliance with each Project Plan will enable the PS Contractor to comply with its obligations under this deed.

19. **PORTIONS**

19.1 **Principal's Representative may direct Portions**

- (a) (**Additional portions**) In addition to the Portions identified in section 3 of Schedule A3 (*Portions and Milestones*), the Principal's Representative may (in its absolute discretion), at any time and from time to time, by written notice to the PS Contractor direct additional Portions under this clause 19.1.
- (b) (**Notice details**) The notice by the Principal's Representative pursuant to clause 19.1(a) must set out that part of the Project Works which will become an additional Portion and include details of:
 - (i) the Project Works and Temporary Works;
 - (ii) the Date for Substantial Completion;
 - (iii) the Date for Completion; and
 - (iv) respective amounts of liquidated damages,

as determined by the Principal's Representative (acting reasonably).

- (c) [REDACTED] An additional Portion directed under clause 19.1(a) before the Date for Substantial Completion of the relevant existing Portion will be a [REDACTED]
- (d) **(No Liability after Substantial Completion)** The Principal will have no Liability to the PS Contractor in relation to an additional Portion directed under clause 19.1(a) after the Date for Substantial Completion of the relevant existing Portion.
- (e) **(Principal Contractor)** If the Principal elects to direct any additional Portions pursuant to clause 19.1(a), the Principal must have regard to the obligations of the Appointed Principal Contractor in relation to the WHS Legislation.

19.2 Interpretation of Portions

The interpretations of:

- (a) **(definitions)** the PS Contractor's Activities, Project Works, Temporary Works, PS Works, Third Party Works, Local Area Works, Utility Service Works, Property Works, Project Site, Construction Site, Substantial Completion, Date for Substantial Completion, Date of Substantial Completion, Completion, Date for Completion, Date of Completion, Significant Date, Significant Completion and Defects Correction Period;
- (b) **(specific clauses)** clause 9.1 (*Rights to land*) to clause 9.5 (*Conditions precedent to access to the Construction Site*) (inclusive), clause 9.9 (*Extra Land*), clause 6.7 (*Incident Management*), clause 6.10 (*Cleaning up*), clause 6.12 (*Asset Management Information*), clause 21 (*Time*), clause 23 (*Milestone Achievement, Substantial Completion and Completion*), clause 26 (*Post-completion arrangements*), clause 27 (*Defects rectification*), clause 28.3 (*Payment claims*), clause 30.1 (*Responsibility for care of the PS Contractor's Activities*), clause 30.6 (*PS Contractor's Insurance obligations*) and clause 30.11 (*Reinstatement*); and
- (c) **(SWTC)** the SWTC (including its appendices),

will apply separately to each Portion (including any Portion determined under clause 19.1 (*Principal's Representative may direct Portions*)) and references therein to any of the terms in clause 19.2(a) will mean so much of the PS Contractor's Activities, Project Works, Temporary Works, PS Works, Third Party Works, Local Area Works, Property Works, Utility Service Works, Project Site or Construction Site as is comprised in, or associated with, the relevant Portion.

19.3 Portion handover requirements

On the Portion Handover Date, the PS Contractor must:

- (a) hand control of the relevant Project Works to the Principal; and
- (b) provide the Principal with all spare parts, consumables and special tools as required by the SWTC.

20. MODIFICATIONS

- (a) The Principal may:
 - (i) at any time propose a Modification or require the PS Contractor to carry out a Modification in accordance with clause 2 of Schedule A8 (*Modification Procedure*); and

- (ii) exercise a Pre-Agreed Modification in accordance with clause 3 of the Modification Procedure.
- (b) The PS Contractor may propose a Modification in accordance with clause 4 of the Modification Procedure.
- (c) Subject to clause 37.3(a), the PS Contractor must comply with Directions of the Principal's Representative even if the PS Contractor considers the Direction to be a Direction to perform a Modification.

21. **TIME**

21.1 **Completion of the works**

- (a) The PS Contractor must:
 - (i) commence performance of the PS Contractor's Activities on the date of this deed;
 - (ii) not depart from the PS Contractor's Program without reasonable cause;
 - (iii) diligently perform and progress the PS Contractor's Activities with due expedition and without delay; and
 - (iv) not suspend the performance of all or any part of the PS Contractor's Activities except where the suspension is pursuant to clause 21.4 (*Suspension*) or allowed by Law.
- (b) While the PS Contractor may achieve a Significant Completion before the Significant Date, the Principal has no responsibility or duty of care to do, or refrain from doing, anything to enable the PS Contractor to achieve that result.

21.2 **Dates for Milestone Achievement, Substantial Completion and Completion**

The PS Contractor must:

- (a) achieve Milestone Achievement of each Milestone by the Date for Milestone Achievement of that Milestone;
- (b) achieve Substantial Completion of each Portion by the Date for Substantial Completion of that Portion; and
- (c) achieve Completion of each Portion by the Date for Completion of that Portion.

21.3 **Importance of Milestone Achievement, Substantial Completion and Completion on time**

The PS Contractor acknowledges:

- (a) the importance of complying with its obligations under clause 21.2 (*Dates for Milestone Achievement, Substantial Completion and Completion*) to enable Interface Contractors to carry out and complete the activities of the Interface Contractors within the time required by their respective Interface Contracts, including so as to enable the Principal to pursue improved public transport in Sydney; and
- (b) that the Date for Substantial Completion or Date for Completion of any Portion or Date for Milestone Achievement of any Milestone will only be extended in accordance with clause 21.8 (*Determination of extension of time claim*).

21.4 Suspension

- (a) **(Direction by the Principal)** The Principal's Representative may direct the PS Contractor to suspend the progress of the PS Contractor's Activities or any part of them for such time or times as the Principal may think fit.
- (b) **(No Liability)** The Principal will have no Liability to the PS Contractor to the extent that the reason for the suspension directed under clause 21.4(a) was caused or contributed to by an act, default, or omission of the PS Contractor or its Associates.

21.5 PS Contractor's Program

- (a) **(PS Contractor's Initial Program)** The PS Contractor's Initial Program is contained in Schedule D17 (*PS Contractor's Initial Program*).
- (b) **(PS Contractor submission)** The PS Contractor must, within 60 Business Days of the date of this deed, submit to the Principal's Representative an update to the PS Contractor's Initial Program in the native file format. The native file format is required to be compatible with Oracle Primavera Release 16 (or any subsequent upgraded version if permitted by the Principal's Representative) which shows the items and detail specified in Appendix F of the SWTC.
- (c) **(Updated monthly program)** The PS Contractor must submit to the Principal's Representative an updated PS Contractor's Program in the native file format. The native file format is required to be compatible with Oracle Primavera Release 16 (or any subsequent upgraded version if permitted by the Principal's Representative), which shows the items and detail specified in Appendix F of the SWTC and any other details which the Principal's Representative may reasonably direct, as at the date of program generation:
 - (i) on the first Business Day of each calendar month; and
 - (ii) within 10 Business Days of:
 - (A) an extension of time being granted pursuant to clause 21.6 (*Extensions of time*);
 - (B) a direction given under clause 22.1 (*Directions to change sequence of work or accelerate*);
 - (C) the logic to complete the Project Works significantly changing; or
 - (D) any event that impacts Milestone Achievement of a Milestone or Substantial Completion or Completion of a Portion.
- (d) **(Principal comments)** The Principal's Representative may at any time comment on the PS Contractor's Program or identify the respects in which it is not satisfactory and the PS Contractor must respond to those comments within 10 Business Days.

21.5A Recovery Plan

- (a) **(Principal's notice)** At any time after the earliest Construction Licence Commencement Date, but subject to clause 21.5A(ba), if the Principal reasonably believes that the PS Contractor will be, or has been, delayed in achieving one or more of the following:
 - (i) Milestone Achievement of one or more Milestones by the relevant Date for Milestone Achievement;

(ii) Substantial Completion of one or more Portions by the relevant Date for Substantial Completion; and/or

(iii) Completion of one or more Portions by the relevant Date for Completion,

then the Principal's Representative may give notice to that effect to the PS Contractor.

(b) **(Provision of Recovery Plan)** The PS Contractor must, as soon as reasonably practicable after receiving a notice from the Principal's Representative under clause 21.5A(a), give the Principal a Recovery Plan for recovery of the delay to the relevant Significant Dates.

(ba) **(Frequency of Principal's notices)** The Principal's Representative may not give a subsequent notice to the PS Contractor under clause 21.5A(a) in respect of:

(i) the same Milestone or Milestones;

(ii) Substantial Completion of the same Portion or Portions; or

(iii) Completion of the same Portion or Portions,

until three months have elapsed from the date of the Principal's Representative's first notice under clause 21.5A(a).

(c) **(Requirements for Recovery Plans)** Each Recovery Plan which the PS Contractor provides under clause 21.5A(b) or clause 21.5A(ea) must:

(i) if the cause of delay is not an Excusable Cause of Delay, describe the actions and measures which the PS Contractor will diligently pursue to remedy or mitigate all delay and to ensure the PS Contractor achieves Milestone Achievement of the relevant Milestone by the Date for Milestone Achievement or Substantial Completion by the Date for Substantial Completion or Completion by the Date for Completion (as applicable);

(ii) if the cause of delay is an Excusable Cause of Delay, describe the actions and measures which the PS Contractor will diligently pursue to remedy or mitigate the Excusable Cause of Delay and minimise the consequences of the delay:

(A) other than applying additional resources to make up the time lost;

(B) but including by performing the PS Contractor's Activities on the TSE Site after early access was given under clause 9.2(a) or deemed to be given under clause 9.2(f), where relevant to the cause of delay the subject of the Principal's notice under clause 21.5A(a) or the PS Contractor's notice under clause 21.5B; and

(iii) contain a proposed updated PS Contractor's Program.

(d) **(Principal review of Recovery Plan)** The Principal may review each Recovery Plan provided by the PS Contractor under clause 21.5A(b) or clause 21.5A(ea) and provide comments to the PS Contractor.

(e) **(Compliance with Recovery Plan)** The PS Contractor must comply with and diligently pursue the Recovery Plan, taking into account any comments on that plan provided by the Principal under clause 21.5A(d).

- (ea) **(Update to Recovery Plan)** After the Principal has reviewed and provided comments on a Recovery Plan under clause 21.5A(d), if the Principal reasonably believes that:
- (i) there has been a change in circumstances or an additional delay event has occurred which is likely to render the actions and measures set out in the Recovery Plan redundant, ineffective or insufficient to remedy or mitigate the delay; or
 - (ii) the PS Contractor will be, or has been, delayed in achieving Milestone Achievement of any additional Milestone(s) or Substantial Completion or Completion of any additional Portion(s) to those set out in the Principal's Representative's first notice under clause 21.5A(a),
- then the Principal's Representative may give notice to that effect to the PS Contractor and the PS Contractor must, as soon as reasonably practicable thereafter, give the Principal an updated Recovery Plan for recovery of the delay in accordance with clause 21.5A(c).
- (f) **(No relief)** The PS Contractor will not be relieved of any liability or responsibility under this deed or otherwise at law as a result of:
- (i) any comments that the Principal provides or fails to provide in relation to any Recovery Plan; or
 - (ii) the implementation of any Recovery Plan in respect of which the Principal has or has not given comments.
- (g) **(No Liability)** The Principal will have no Liability to the PS Contractor arising out of or in any way in connection with the preparation of, or compliance with, any Recovery Plan.
- (h) **(Notices)** Nothing in this clause 21.5A will be interpreted as preventing the PS Contractor from submitting notices under clause 21.6 in parallel to submitting notices under this clause 21.5A. The parties may, by written agreement, vary the timing required for notices under clauses 21.5A and 21.6.

21.5B Notice of delay

If the PS Contractor becomes aware of the commencement of any delay to the carrying out of the PS Contractor's Activities then, without limiting clause 21.6(c), the PS Contractor must give the Principal's Representative written notice of the delay, including details of the cause.

21.6 Extensions of time

The PS Contractor is entitled to an extension of time to a Significant Date only if:

- (a) the PS Contractor has complied with clause 21.5(b), clause 21.5(c) and clause 21.5B (*Notice of delay*);
- (b) the PS Contractor is delayed in achieving a Significant Completion by one or more Excusable Causes of Delay;
- (c) in relation to each event of delay caused by an Excusable Cause of Delay, the PS Contractor has given written notice to the Principal's Representative:

- (i) promptly upon becoming aware of the delay (and in any event within 10 Business Days after the PS Contractor became aware or ought reasonably to have become aware of the cause of delay) containing:
 - (A) details of the Excusable Cause of Delay; and
 - (B) details of the likely delay; and
 - (C) a description of all actions and measures taken to preclude the cause of the delay and all actions which the PS Contractor will be taking to avoid or minimise the consequences of the delay; and
- (ii) in the case of an ongoing delay, every 10 Business Days after the date on which the notice is given pursuant to clause 21.6(c)(i) the PS Contractor has given to the Principal's Representative written notice which provides details of the status of the delay and an update on the details required by clause 21.6(c)(i); and
- (d) the PS Contractor has given the Principal's Representative, within 15 Business Days after the cessation of each delay caused by an Excusable Cause of Delay a written claim for an extension of time specifying:
 - (i) the number of days claimed;
 - (ii) details of the Excusable Cause of Delay and why the Excusable Cause of Delay actually caused a delay in achieving a Significant Completion, including a statement of the facts and the provisions of this deed on which the claim is based;
 - (iii) detailed evidence in satisfaction of the requirements of this clause 21.6;
 - (iv) critical path analysis in the same format as the PS Contractor's Program for the period of the delay;
 - (v) if early access to the Construction Site was given, or deemed to be given under clause 9.2(f), detailed particulars of how the PS Contractor has used Accessible parts of the TSE Site to mitigate the delay; and
 - (vi) all other information reasonably required by the Principal's Representative.

21.7 Limiting factors

- (a) **(No entitlement)** The PS Contractor is not entitled to any extension of time (and the Principal has no Liability to the PS Contractor) if the PS Contractor fails to deliver notices in the form and within the time required by clause 21.6(c)(i), clause 21.6(c)(ii) and clause 21.6(d).
- (b) **(Reduction of entitlement)** The PS Contractor's entitlement to an extension of time will be reduced to the extent that:
 - (i) this deed provides that the Principal will have no Liability to the PS Contractor;
 - (ii) a delay caused by an Excusable Cause of Delay and a delay caused other than by an Excusable Cause of Delay occur at the same time and the PS Contractor would have been delayed even if the Excusable Cause of Delay had not occurred;

- (iii) the PS Contractor or any of its Associates caused or contributed to the delay;
- (iv) the PS Contractor failed to comply with:
 - (A) a Project Cooperation and Integration Deed; or
 - (B) its obligations under this deed or the OSD PDAs in connection with the Interface Contractors,and such failure caused or contributed to the delay the subject of the PS Contractor's claim;
- (v) the PS Contractor has been given a direction to Accelerate under clause 22.1(a)(ii) to overcome the whole or part of any delay;
- (vi) the delay was or would have been reduced had the PS Contractor or any of its Associates taken all reasonable steps to preclude the occurrence of the Excusable Cause of Delay and minimise the consequences of the delay:
 - (A) other than applying additional resources to make up the time lost;
 - (B) but including by performing the PS Contractor's Activities on the TSE Site after early access was given under clause 9.2(a) or deemed to be given under clause 9.2(f), where relevant to the cause of delay the subject of the PS Contractor's claim; or
- (vii) the delay is caused or contributed to by a failure of the PS Contractor to comply with its obligations under a PS Station Contract Document or a failure of a PS Developer to comply with its obligations under a relevant PS OSD Contract Document.

21.8 Determination of extension of time claim

- (a) **(Principal's determination)** The Principal's Representative must, within 20 Business Days after receiving a claim which complies with clause 21.6(d), make a determination of the extension of time to which the PS Contractor is entitled and give the PS Contractor:
 - (i) written notice of the determination which includes the extension of time granted and the adjusted Significant Date; or
 - (ii) if no extension is granted, written notice of that decision.
- (b) **(Principal's discretion to extend)** The Principal may, in the Principal's absolute discretion, extend a Significant Date at any time, and for any reason, by giving written notice to the PS Contractor regardless of whether:
 - (i) the PS Contractor has claimed or is entitled to an extension of time under this deed; or
 - (ii) the Principal's Representative has previously either rejected any claim or failed to make a determination under clause 21.8(a).
- (c) **(Not for the benefit of PS Contractor)** The Principal is not required to exercise the discretion under clause 21.8(b) for the benefit of the PS Contractor.
- (d) **(No impact on Contract Sum Adjustment Event)** The Principal's exercise of its discretion under clause 21.8(b) does not limit the PS Contractor's right to claim a

Contract Sum Adjustment Event where, but for the exercise of the discretion, the PS Contractor would have been entitled to an extension of time for a Compensation Event.

- (e) **(Principal may take into account)** In determining a claim for an extension of time, the Principal is not obliged to, but may in its sole discretion, take into account:
 - (i) the latest accepted version of the PS Contractor's Program at the time of the relevant extension of time claim; and
 - (ii) any other information available to the Principal's Representative at the time the determination is required to be made, including information regarding the progress of the PS Contractor's Activities up to the time the determination is required to be made.
- (f) **(Time not at large)** A failure by the Principal's Representative to grant an extension of time in accordance with this clause 21.8 will not cause time to be set at large, but does not affect the right of the PS Contractor to claim damages.
- (g) **(Extension of Delay Cost Phase)** If there is an extension of time to a Date for Completion of a Portion under this clause 21.8, there will be a corresponding extension to the dates in each Phase of the Delay Costs Table (as those terms are defined in Schedule E7 (*Delay Cost Caps*)) applicable to that Portion.

21.9 Risk of delay and disruption and resultant increased Costs

- (a) **(Risk of delay)** Subject to clause 21.9(b) and clause 21.9(c), the PS Contractor accepts the risk of all increased Costs resulting from delay or disruption in the performance of the PS Contractor's Activities and the performance of its other obligations under this deed, and the Principal will have no Liability to the PS Contractor for additional Costs arising out of or in any way in connection with such delay or disruption (including for damages for breach of contract).
- (b) [REDACTED] If the PS Contractor has been granted an extension of time to a Significant Date for a Compensation Event [REDACTED]
[REDACTED]
- (c) **(Maximum amount)** The amount valued for the Contract Sum Adjustment Event in clause 21.9(b) will not exceed the relevant amount per day specified in Schedule E7 (*Delay cost caps*) for the period of the delay.

21.10 Reduction in time

Where a Modification is likely to result in a reduction of the time required to achieve a Significant Completion, the Principal's Representative may direct the PS Contractor that the Significant Date be brought forward to a date reasonably directed by the Principal's Representative.

21.11 Delay Liquidated Damages

- (a) **(Delay Liquidated Damages)** If the PS Contractor fails to achieve a Significant Completion by the relevant Significant Date, the PS Contractor is liable to the Principal for Delay Liquidated Damages for every day after the Significant Date, up to and including the Date of Significant Completion or the date of earlier termination of this deed.

- (b) **(Debt due)** The Delay Liquidated Damages payable pursuant to clause 21.11(a) accrue as a debt due from the PS Contractor to the Principal from each Significant Date.
- (c) **(Provisional assessment)** The Principal's Representative, when issuing a payment schedule pursuant to clause 28.3(d)(i) or clause 28.3(d)(ii), may include as an amount due from the PS Contractor to the Principal, an assessment of the amount which has then accrued under clause 21.11(a) and clause 21.11(b) to the date of the payment schedule.
- (d) **(Damages where unenforceable)** If the Principal's entitlement to, and the PS Contractor's liability for, Delay Liquidated Damages under this clause 21.11 is or becomes void, voidable or unenforceable for any reason or there is no amount specified for Delay Liquidated Damages, the Principal will be entitled to recover from the PS Contractor the Loss incurred or suffered by the Principal arising out of or in connection with the PS Contractor's failure to achieve each Significant Completion by the relevant Date for Significant Completion but the PS Contractor's liability for such damages (whether per day or in aggregate) will not be any greater than the liability which the PS Contractor would have had if the clause had not been void, voidable or otherwise unenforceable.
- (e) **(PS Contractor acknowledgement)** The PS Contractor acknowledges that:
- (i) the PS Contractor's Activities represent an important element of the building of Sydney Metro City & Southwest as a major new public transport link which will service the needs of Sydney;
 - (ii) Sydney Metro City & Southwest is complex and involves interaction with third parties, Interface Contractors and stakeholders to whom the Principal has contractual and policy commitments;
 - (iii) delay in achieving Significant Dates will result in the Principal being exposed to liability to third parties, Interface Contractors and stakeholders;
 - (iv) Losses suffered by the Principal as a consequence of delay are not capable of easy or precise calculation; and
 - (v) the amount of Delay Liquidated Damages is reasonable.
- (f) **(Daily cap on liability)** Where, on any day, the PS Contractor is liable for Delay Liquidated Damages in respect of more than one Significant Completion, the PS Contractor's liability to the Principal on that day will not exceed [REDACTED] per day.
- (g) **(Sole and exclusive monetary remedy)** The Principal and the PS Contractor agree that the aggregate of the amount payable under this clause 21.11 is:
- (i) limited as set out in clause 31.1(b); and
 - (ii) a limitation on the PS Contractor's liability to the Principal for a failure to achieve a Significant Completion by the relevant Significant Date,

and the Principal will not be entitled to make, nor will the PS Contractor be liable upon, any Claim in these circumstances other than for the amount for which the PS Contractor is liable under this clause 21.11 (including where applicable common law damages under clause 21.11(d)). Nothing in this clause 21.11 in any way limits the PS Contractor's liability where this deed is terminated by the Principal under clause 32.3 (*Rights of the Principal following Default Notice*) or clause 32.5 (*Immediate termination or take out*) or otherwise at Law.

22. DIRECTIONS TO CHANGE SEQUENCING AND ACCELERATE

22.1 Directions to change sequence of work or accelerate

- (a) **(Direction)** The Principal's Representative may, by notice in writing expressly referring to this clause 22.1(a), direct the PS Contractor:
- (i) in what order and at what time stages or parts of the PS Contractor's Activities must be performed (**Resequencing**);
 - (ii) to complete the PS Contractor's Activities in advance of the dates for completion of those activities shown on the PS Contractor's Program, including to achieve a Significant Completion prior to a relevant Significant Date or to overcome or minimise the extent and effects of any delay (**Acceleration**);
 - (iii) to defer performance of any part of the PS Contractor's Activities until after Milestone Achievement or Substantial Completion and specify a reasonable time period within which such part of the PS Contractor's Activities must subsequently be performed (**Deferred Activities**); or
 - (iv) to promptly make a work space ready for an Interface Contractor to perform work even if Milestone Achievement or Substantial Completion for that work space has not been reached (**Making Accessible**).
- (b) **(Principal may request details of impact)** The Principal's Representative may request that, prior to implementing any direction given under clause 22.1(a), the PS Contractor provide details of the estimated:
- (i) Increased Costs (if any) or Savings (if any);
 - (ii) impact on the PS Contractor's Program; and
 - (iii) impact on any Significant Date (if any),
- arising from the direction and the PS Contractor must provide such details within 10 Business Days of the Principal's Representative's request.
- (c) **(May include an earlier date)** A direction under clause 22.1(a) may specify revised Significant Dates as a consequence of the Resequencing, Acceleration, Deferred Activities or Making Accessible. Those revised Significant Dates may be earlier than the then current Significant Dates.
- (d) **(Notice of Modification)** Where the PS Contractor considers that a direction given under clause 22.1(a) constitutes a Modification, the PS Contractor must give the Principal's Representative notice under and in accordance with clause 37.3(a).
- (e) **(Principal may withdraw)** The Principal's Representative may, at any time, by notice in writing to the PS Contractor withdraw a direction given under clause 22.1(a) provided that, if the PS Contractor has taken steps to comply with such direction, the withdrawal will be treated as a new direction given under clause 22.1(a) to which clause 22.1(d) also applies.

22.2 Requirement to comply

- (a) **(Deferred Activities or Making Accessible)** The PS Contractor must comply with a direction given under clause 22.1(a)(iii) and clause 22.1(a)(iv).

- (b) **(Acceleration or Resequencing)** The PS Contractor must comply with a direction given under clause 22.1(a)(i) and clause 22.1(a)(ii) except to the extent:
 - (i) it is not reasonably possible for the PS Contractor to perform the proposed Acceleration or Resequencing; and
 - (ii) the PS Contractor, in a notice required under clause 37.3(a), gives a detailed explanation of the reasons why it is not reasonably possible for the PS Contractor to perform the proposed Acceleration or Resequencing.

22.3 Adjustment to Significant Dates

- (a) **(Adjustment to Significant Dates)** If a direction has been given under clause 22.1(a), the Principal's Representative will adjust the affected Significant Dates to:
 - (i) if a Modification Order has been issued by the Principal's Representative, the earlier dates identified in the Modification Order; or
 - (ii) if clause 22.3(a)(i) does not apply, and:
 - (A) the PS Contractor has delivered a notice under clause 22.2(b)(ii), earlier dates determined by the Principal's Representative, having regard to what is reasonably possible; or
 - (B) the PS Contractor has not delivered a notice under clause 22.2(b)(ii), the earlier dates identified in the direction given by the Principal's Representative under clause 22.1(a).
- (b) **(Rights to EOT)** Except to the extent set out in clause 22.4 (*PS Contractor entitlements*) and clause 21.7 (*Limiting factors*), this clause 22 does not impact the PS Contractor's entitlement under this deed to an extension of time.

22.4 PS Contractor entitlements

- (a) **(No Liability)** The Principal will have no Liability to the PS Contractor as a consequence of any Acceleration, Resequencing, Deferred Activities or Making Accessible except in the circumstances described in clause 22.4(b).
- (b) [REDACTED] A Direction under clause 22.1(a) [REDACTED] to the extent that:
 - (i) either:
 - (A) the Principal's Representative has delivered a Modification Order in relation to Acceleration, Resequencing, Deferred Activities or Making Accessible; or
 - (B) the PS Contractor has given notice under and in accordance with clause 37 (*Notification of claims*) in relation to a Direction for Acceleration, Resequencing, Deferred Activities or Making Accessible;
 - (ii) the need for Acceleration, Resequencing, Deferred Activities or Making Accessible is not related to, or a consequence of, any breach of the deed by the PS Contractor (for example, a failure to reach Milestone Achievement by the Date for Milestone Achievement); and
 - (iii) the direction for Acceleration, Resequencing, Deferred Activities or Making Accessible was not, in effect:

- (A) a direction to the PS Contractor to perform the PS Contractor's Activities in accordance with this deed (other than this clause), or consistently with this deed;
- (B) a direction to the PS Contractor to take corrective action to rectify any non-compliance with the requirements of this deed; or
- (C) related to rectification of a Defect.

23. **MILESTONE ACHIEVEMENT, SUBSTANTIAL COMPLETION AND COMPLETION**

23.1 **Milestone Achievement, Substantial Completion and Completion**

- (a) **(Notice of Significant Date)** The PS Contractor must give the Principal's Representative written notice of the estimated date on which each Significant Completion will be achieved 6 months, 3 months, 1 month and 1 week prior to each such estimated date.
- (b) **(Joint inspection)** Subject to clause 23.1(g), within 5 Business Days after receipt of the notice referred to in clause 23.1(a) which is 3 months prior to each relevant Significant Date, the Principal's Representative, the PS Contractor's Representative and the Independent Certifier must jointly inspect the PS Contractor's Activities comprised in the relevant Milestone or Portion at a mutually convenient time.
- (c) **(Independent Certifier notice)** Within 2 Business Days after any joint inspection referred to in clause 23.1(b), the Independent Certifier must give the Principal and the PS Contractor a notice either:
 - (i) containing a list of items which it believes must be completed before a Significant Completion can be achieved; or
 - (ii) stating that it believes the PS Contractor is so far from achieving a Significant Completion that it is not practicable to issue a list as contemplated in clause 23.1(c)(i).
- (d) **(PS Contractor certificate)** When the PS Contractor considers it has achieved a Significant Completion, the PS Contractor must notify the Principal's Representative and the Independent Certifier in writing and provide them with an executed certificate in the appropriate form in Schedule B6 (*PS Contractor's Certificate – Milestone Achievement*), Schedule B7 (*PS Contractor's Certificate – Substantial Completion*) or Schedule B8 (*PS Contractor's Certificate – Completion*).
- (e) **(Completion joint inspection)** The Principal's Representative, the PS Contractor's Representative and the Independent Certifier must, within 5 Business Days after receipt of the PS Contractor's written notice referred to in clause 23.1(d), jointly inspect the PS Contractor's Activities comprised in the relevant Portion at a mutually convenient time.
- (f) **(Independent Certifier decision)** Within 5 Business Days after the joint inspection under clause 23.1(e), the Independent Certifier must:
 - (i) if a Significant Completion has been achieved, provide to the Principal's Representative and the PS Contractor, a certificate signed by the Independent Certifier in the appropriate form in Schedule B9 (*Notice of Milestone Achievement*), Schedule B10 (*Notice of Substantial Completion*) or Schedule B11 (*Notice of Completion*); or
 - (ii) if a Significant Completion has not been achieved, issue a notice to the Principal and the PS Contractor which states:

- (A) the items which remain to be completed before the Significant Completion can be achieved; or
 - (B) that the PS Contractor is so far from achieving the Significant Completion that it is not practicable to notify the PS Contractor of the items which remain to be completed (in which case clause 23.1(d), clause 23.1(e) and clause 23.1(f) will re-apply).
- (g) **(Attendance at inspection)**
- (i) The Principal's Representative may invite any other person to attend any joint inspection provided for by this clause 23.1, including representatives of any Interface Contractor.
 - (ii) The Principal's Representative and any Interface Contractor may provide comments to the Independent Certifier (with a copy to the PS Contractor) in relation to any non-compliance of the PS Contractor's Activities with this deed.
- (h) **(Effect of Notices of Significant Completion)** In the absence of manifest error on the face of the certification, the Independent Certifier's certification set out in a Notice of Significant Completion is final and binding on the parties only for the purpose of establishing that the relevant Significant Completion has occurred.

23.2 Subdivision requirements

The PS Contractor must, on or before the Date of Completion of the last Portion to reach Completion, procure the Subdivision of the Subdivision Land in accordance with Schedule D12 (*Subdivision requirements*).

23.3 Access for Interface Contractors following Milestone Achievement

Without limiting clause 12.3 (*Cooperation and co-ordination with Interface Contractors*), the PS Contractor must give Interface Contractors access to the Project Works comprised in a Milestone from the Date of Milestone Achievement of that Milestone.

23.4 Final Completion

- (a) When the PS Contractor considers that Final Completion has been reached, it must give the Principal's Representative notice in writing and deliver a final payment claim which complies with the requirements of clause 28.3(i).
- (b) If the Principal's Representative considers that Final Completion has been reached, it will issue a Final Certificate with the payment schedule issued pursuant to clause 28.3(d).
- (c) The Final Certificate is without prejudice to any of the Principal's rights under this deed and is not evidence of accord and satisfaction of the PS Contractor's Activities or the Project Works.

24. TESTING AND COMMISSIONING

24.1 General

The PS Contractor must test and commission the PS Contractor's Activities, the Project Works and the Temporary Works in accordance with:

- (a) Appendix F7 of the SWTC;

- (b) the Testing and Commissioning Plan; and
- (c) the other requirements of this deed.

24.2 Testing

- (a) **(Direction)** At any time prior to the issue of the Final Certificate, the Principal's Representative may direct that any materials and work forming any part of the PS Contractor's Activities, Project Works or Temporary Works must be Tested. On receipt of such direction, the PS Contractor must promptly prepare and make available for Testing the material or work specified in such direction and give the Principal prompt notice that it is available.
- (b) **(Works may not be covered up)** Where this deed provides or where the Principal directs that a part of the materials or works may not be covered up or made inaccessible without the prior approval of the Principal, the PS Contractor must comply. If the PS Contractor breaches this clause, the cost incurred by the Principal in uncovering that part of the material or work shall be a debt due from the PS Contractor to the Principal.
- (c) **(Person conducting Test)** Tests will be conducted by the person nominated in this deed or pursuant to a direction given under clause 24.2(a) or, if no nomination is made, by the Principal's Representative or a third party nominated by the Principal. The Principal's Representative may direct the PS Contractor to perform the Tests.
- (d) **(Notice of Test)** Before conducting a Test, the party conducting the Test must give reasonable written notice to the other and (as applicable) the Independent Certifier of the time, date and place of the Test. If the notice has been given:
 - (i) by the Principal, the Test may nevertheless proceed even if the PS Contractor does not attend; or
 - (ii) by the PS Contractor, the Test may proceed only if the Principal:
 - (A) attends (by its authorised representatives); or
 - (B) has given its consent in writing that the Test should proceed in its absence.
- (e) [REDACTED] If a Test to be conducted by the PS Contractor is delayed by the Principal, then, provided the notice given by the PS Contractor under clause 24.2(d) was reasonable, [REDACTED]
- (f) **(Results of Tests)** Results of Tests must be made available promptly by the person who conducted the Test to the other party. If results of the Tests show that the material or work does not comply with this deed:
 - (i) the costs incurred by the Principal in conducting the Tests and any further Tests required subsequently to establish compliance with this deed shall be a debt due from the PS Contractor to the Principal; and
 - (ii) the Principal will have no Liability to the PS Contractor in relation to or arising out of the Test.
- (g) [REDACTED] If the Principal directs the PS Contractor to carry out Testing in addition to the Testing required by this deed and if the material or work Tested is found to comply with this deed, [REDACTED]

25. INTELLECTUAL PROPERTY RIGHTS

25.1 Assignment and ownership

- (a) **(Ownership of Documentation)** All Documentation will be the Principal's property.
- (b) **(Assignment or transfer to the Principal)** By this deed, the PS Contractor assigns or transfers to the Principal all of its right, title and interest, including all IPRs in or to:

- (i) the Documentation; and
- (ii) the Materials, images, photographs and software (other than processes and methods of working),

(collectively called the **Contract Documentation and Materials**) created by or on behalf of the PS Contractor for or in connection with the PS Contractor's Activities or the Project Works (other than the Temporary Works), so that such right, title and interest throughout the world vests in the Principal immediately and automatically on creation.

- (c) **(Licence for the Principal)** The PS Contractor grants, and will procure from any applicable third party the grant of, an irrevocable, perpetual, non-exclusive, royalty free, fully assignable licence (including the right to sub-license) to use all IPRs:

- (i) to the extent not assigned under clause 25.1(b), the Contract Documentation and Materials;
- (ii) to the Temporary Works, the Construction Material and Construction Plant and the processes and methods of working relevant to the PS Contractor's Activities (collectively called the **Contract Processes**);
- (iii) for the purposes of completing the construction, commissioning and testing of, using, operating, duplicating, extending, maintaining, upgrading, altering or otherwise dealing with the whole or any part of the PS Contractor's Activities or the Project Works and the Temporary Works;
- (iv) for any purpose associated with further development of the Construction Site; and
- (v) 

which licence is effective immediately and will survive termination of this deed on any basis.

- (d) **(Principal's rights)** For the purposes of clause 25.1(c), the Principal's use of the Contract Documentation and Materials and the Contract Processes includes the Principal's right to reproduce, publish, copy, adapt, communicate to the public, materially distort, destroy, mutilate or in any way change the Contract Documentation and Materials or the Contract Processes or part of the Project Works or Temporary Works to which the Contract Documentation and Materials or the Contract Processes or any other work provided by the PS Contractor under this deed relates:

- (i) with or without attribution of authorship;
- (ii) in any medium; and

- (iii) in any context and in any way it sees fit.
- (e) **(PS Contractor obligations)** Without limiting clause 40.5 (*Further acts and documents*), the PS Contractor agrees to, and will procure any applicable third party to, do such things as reasonably requested by the Principal to assist the Principal and its licensees, assignees and successors and their licensees, and any other person authorised by it (each an **Authorised User**) to obtain, perfect, enforce or defend its (or their) interest in the IPRs assigned or licensed (as applicable) to the Principal under this deed.
- (f) **(Principal's licence to PS Contractor)** The Principal grants to the PS Contractor a royalty free licence (including the right to sublicense) to use:
 - (i) the Principal's IPRs and the Principal's Design Stage 1 Documents; and
 - (ii) the IPRs assigned to the Principal under clause 25.1(b),solely to the extent necessary to enable the PS Contractor to perform the PS Contractor's Activities.
- (g) **(No infringement of third party rights)** The PS Contractor represents and warrants that:
 - (i) neither the grant of the rights granted to the Principal under this deed, nor their use by the Principal or any Authorised User infringes or will infringe the rights, including the IPRs or Moral Rights, of or duties owed to any third party; and
 - (ii) the IPRs assigned or licensed to the Principal under this deed are complete and they are the only IPRs necessary or desirable to enable the Project Requirements to be satisfied and to enable the Principal, and any Authorised User, to fully enjoy and exercise all rights granted to it under this deed.
- (h) **(Impairment of rights)** Without limiting clause 25.1(g), where an IPR Claim is made against the Principal or an Authorised User, the PS Contractor must at its own expense and at the Principal's option:
 - (i) procure for the benefit of the Principal and its Authorised Users the right to continue to use and exercise the rights granted to the Principal under this deed in accordance with this deed; or
 - (ii) modify or replace any relevant Contract Documentation and Materials so that the IPR Claim can no longer be made.

25.2 Delivery up of Contract Documentation and Materials

If this deed is terminated for any reason:

- (a) the PS Contractor must:
 - (i) immediately deliver the original and all copies of all Contract Documentation and Materials (whether complete or not) to the Principal; and
 - (ii) provide such details, memoranda, explanations, documentation and other assistance as the Principal reasonably requires in relation to the Contract Documentation and Materials; and
- (b) the PS Contractor may retain a copy of the Contract Documentation and Materials.

26. POST-COMPLETION ARRANGEMENTS

26.1 Access following expiry or termination of the Construction Licence

To the extent the PS Contractor requires access to any part of the Construction Site after the Construction Licence in respect of that part of the Construction Site has terminated pursuant to clause 9.4(b) (including in order to rectify Defects) any such access is subject to the PS Contractor:

- (a) complying with:
 - (i) the requirements of the applicable Project Cooperation and Integration Deeds; or
 - (ii) where the PS Contractor has not entered into a Project Cooperation and Integration Deed with the relevant Interface Contractor, the reasonable site access and work, health and safety procedures of that Interface Contractor.
- (b) executing and complying with a deed poll substantially in the form of Schedule A18 (*Site Interface Deed Poll*) in favour of the relevant principal contractor for the site.

26.2 Post Completion Activities

- (a) **(Notice of activities)** The Principal's Representative may give written notice to the PS Contractor at least 5 Business Days before the PS Contractor's estimated Date of Completion of the last Portion to reach Completion (which has been notified in accordance with clause 23.1(a)) that Post Completion Activities must be carried out after Completion of that Portion.
- (b) **(PS Contractor carries out activities)** If the Principal's Representative gives the PS Contractor a notice under clause 26.2(a):
 - (i) the PS Contractor must continue to carry out the Post Completion Activities until the date specified in a notice given by the Principal pursuant to clause 26.2(c); and
 - (ii) the PS Contractor is entitled to be paid for the Post Completion Activities carried out by the PS Contractor in accordance with the rates set out in section 2 of Schedule E4 (*Valuation Mechanism*).
- (c) **(Cease performance)** At any time after issuing a notice under clause 26.2(a), the Principal's Representative may give further written notice to the PS Contractor that the PS Contractor is to cease performance of the Post Completion Activities on the date specified in the further notice, which date must be at least 3 Business Days after the date on which the PS Contractor receives the notice under this clause 26.2(c).

27. DEFECTS RECTIFICATION

27.1 Defects Correction Periods

There is a separate Defects Correction Period for the PS Works and each discrete part of the Third Party Works which:

- (a) **(commencement)** commences:
 - (ia) in the case of the physical works forming part of the Lifts and Escalators Works, in accordance with the L&E DSI Contract;

- (i) in the case of the PS Works, excluding the works referred to in clause 27.1(a)(ia), forming part of:
 - (A) the Trackway Portion, on the Date of Substantial Completion; and
 - (B) each other Portion, on the Date of Completion of that Portion, and
 - (ii) in the case of each discrete part of the Third Party Works, when the relevant part of the Third Party Works is complete, as determined under clause 5.3(d), clause 5.4(f) or clause 5.5(c) (as applicable); and
- (b) **(expiry)** expires on:
- (ia) in the case of the physical works forming part of the Lifts and Escalators Works, in accordance with the L&E DSI Contract;
 - (i) in the case of the PS Works, excluding the works referred to in clause 27.1(b)(ia), on the later to occur of:
 - (A) [REDACTED] and
 - (B) in respect of rectification work, [REDACTED] after the date of completion of the rectification work for each Defect notified under clause 27.4(a); and
 - (ii) in the case of each discrete part of the Third Party Works, the later to occur of:
 - (A) [REDACTED] after the relevant part of the Third Party Works is complete, as determined under clause 5.3(d), clause 5.4(f) or clause 5.5(c) (as applicable); and
 - (B) in respect of rectification work, [REDACTED] after the date of completion of the rectification work for each Defect notified under clause 27.4(a).

27.2 Defects

If during the Defects Correction Period, any Defect is found in the Project Works (whether or not it is the subject of a notice under clause 27.4(a)), the PS Contractor must promptly repair, replace or otherwise make good such Defect and any damage to the Project Works to the extent caused by the Defect:

- (a) at such times as the Principal's Representative reasonably requires;
- (b) so as to minimise the impact on the use of the relevant part of the Project Works;
- (c) in a manner which causes as little inconvenience as possible to:
 - (i) the activities of any Interface Contractor; or
 - (ii) users of the Project Works, Local Areas, Utility Services or any access and the adjacent community;
- (d) subject to clause 27.6 (*Access to remedy Defects*), at the PS Contractor's risk in respect of any restrictions on access;

- (e) if an Interface Contractor has taken possession of the relevant part of the Construction Site, in accordance with the reasonable requirements of the relevant Interface Contractor in relation to access and site safety;
- (f) in accordance with its obligations under the Project Cooperation and Integration Deeds; and
- (g) regardless of the existence of a Dispute as to whether the Principal's Representative's notice is valid or whether the subject matter of the notice is a Defect.

27.3 Minor Defects and Agreed Defects

The PS Contractor must:

- (a) **(best endeavours to correct within 30 days)** following each Significant Completion, use its best endeavours to correct all Minor Defects and Agreed Defects identified in a Notice of Significant Completion within 30 days after the achievement of each relevant Significant Completion; and
- (b) **(within 90 days)** ensure that all Minor Defects and Agreed Defects identified in:
 - (i) a Notice of Substantial Completion for the Trackway Portion are corrected within 90 days after the Date of Substantial Completion of the Trackway Portion; or
 - (ii) a Notice of Completion for any Non-Trackway Portion are corrected within 90 days after the Date of Completion of the relevant Portion.

27.4 Notice of Defect

- (a) **(Notice)** At any time prior to the expiry of the Defects Correction Period, the Principal's Representative may give the PS Contractor notice identifying a Defect and requiring the PS Contractor to rectify the Defect (or part of it) and specifying the time within which this must occur.
- (b) **(Disagreement regarding existence of Defect)** If the PS Contractor does not agree that the fault identified in a notice under clause 27.4(a) is a Defect, then the PS Contractor must, before commencing rectification work, deliver a notice to the Principal's Representative which complies with clause 37.3(a).
- (c) **(Rectification)** The PS Contractor must promptly, at its cost, rectify the Defect, and the damage caused by the Defect.

27.5 Acceptance of a Defect

- (a) **(Principal's Notice)** At any time prior to the rectification of a Defect, the Principal may, in its absolute discretion, by notice in writing from the Principal's Representative to the PS Contractor, accept a Defect if:
 - (i) the Principal's Representative has given notice under clause 27.4(a) and the PS Contractor has failed to rectify the Defect within the time specified in such notice; or
 - (ii) the Defect is of such a nature that the time required to rectify the Defect would materially delay or disrupt the further construction, testing, commission or operation of Sydney Metro City & Southwest.

- (b) **(Loss is a debt due)** If a notice is delivered under clause 27.5(a), the Loss reasonably suffered and likely to be suffered by the Principal as a consequence of the Defect, assessed by the Principal's Representative, will be a debt due and payable from the PS Contractor to the Principal including:
- (i) the additional maintenance and operating costs which will be incurred by the Principal as a result of the Defect;
 - (ii) costs which the Principal is reasonably likely to incur to overcome the impact of the Defect;
 - (iii) if relevant and not double counting, the cost to rectify the Defect at some time in the future (including by an Interface Contractor); and
 - (iv) a reasonable amount for reduction in design life.

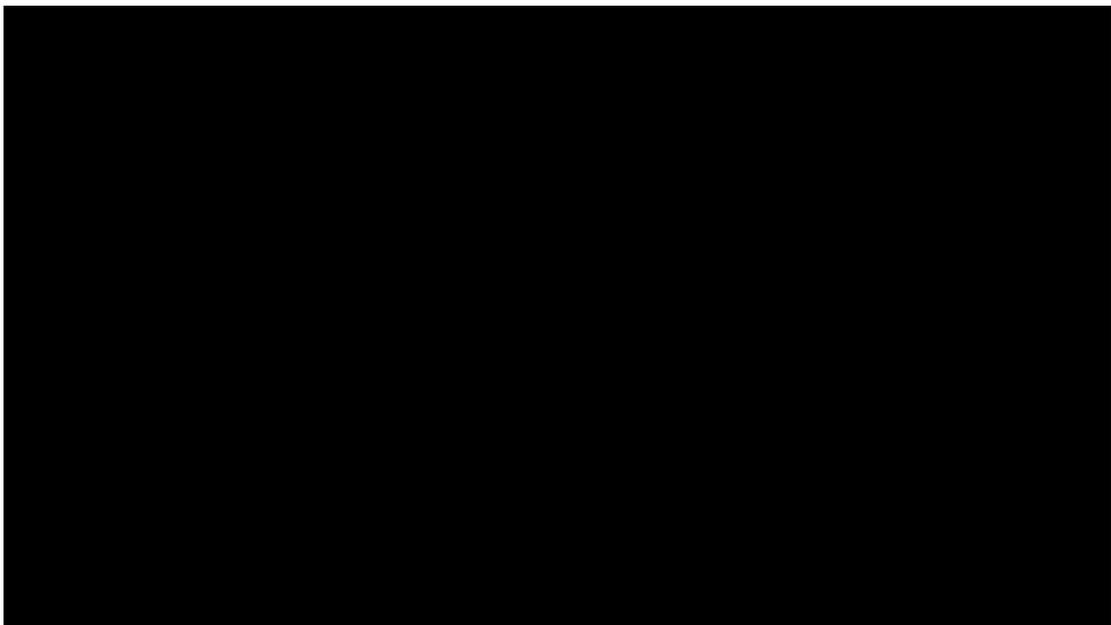
27.6 Access to remedy Defects

After the Construction Licence in respect of a part of the Construction Site has expired or terminated pursuant to clause 9.4(b), the Principal will procure such access to the relevant part of the Construction Site (other than any part of the Construction Site which is no longer owned or controlled by the Principal) as is reasonably necessary for the PS Contractor to correct any Defect having regard to clause 27.2 (*Defects*) and subject to the PS Contractor complying with the requirements of clause 26.1 (*Access following expiry or termination of the Construction Licence*).

27.7 Failure to rectify Defect

- (a) **(PS Contractor failure)** If the PS Contractor fails to rectify a Defect within the time specified in a notice given under clause 27.4(a), the Principal's Representative may have the Defect and the damage caused by it rectified by itself or others (which may include an Interface Contractor).
- (b) **(Principal's costs)** The costs of rectification which are suffered or incurred by the Principal as a consequence of exercising its rights under clause 27.7(a) or 27.8(a) will be a debt due and payable from the PS Contractor to the Principal.

27.8 Interface Contractors



27.9 **Rights not affected**

The rights of the Principal under this clause 27 are not exhaustive and are in addition to any other rights the Principal may have at Law.

28. **PAYMENT**

28.1 **Contract Sum**

The Principal must pay the Contract Sum and any other amount payable by the Principal to the PS Contractor under this deed in accordance with this clause 28, the Contract Sum Schedule, the Performance Incentive Payment Schedule

28.2 **Contract Sum Adjustment Events**

- (a) The Principal's Representative will value Contract Sum Adjustment Events in accordance with and, in the case of a Contract Sum Adjustment Event in respect of
- (b) A valuation under clause 28.2(a) by the Principal's Representative for a Contract Sum Adjustment Event will be added to or deducted from the Contract Sum as the case may be.

28.3 **Payment claims**

- (a) **(PS Contractor progress claims)** The PS Contractor may give the Principal's Representative a progress claim with respect to the Contract Sum and other amounts payable by the Principal to the PS Contractor under this deed:
 - (i) on the 25th day of each month;
 - (ii) 30 Business Days after the issue of the Notice of Completion for the last Portion to achieve Completion; and
 - (iii) together with a notice of Final Completion under clause 23.4(a).
- (b) **(Format of progress claims)** For each progress claim made under clause 28.3(a), the PS Contractor must:
 - (i) give the Principal's Representative a claim in a format required by the Principal's Representative (including electronic format) showing the amount claimed by the PS Contractor and identifying the works, services Construction Materials and Construction Plant to which the progress claim relates; and
 - (ii) in the case of the progress claims issued after the issue of the Notice of Completion for the last Portion to achieve Completion and with a notice of Final Completion under clause 23.4(a), comply with clause 28.3(i).
- (c) **(Supporting information)** Each progress claim made under clause 28.3(a) must set out or be accompanied by:

- (i) all details, calculations, supporting documentation and other information required to substantiate the amounts claimed; and
 - (ii) such other documentation or information as the Principal's Representative may require from time to time.
- (d) **(Principal's payment schedule)**
- (i) The Principal's Representative must, within 10 Business Days after receipt of the PS Contractor's claim under clause 28.3(a), issue to the PS Contractor and the Principal a payment schedule stating the amount (if any) which the Principal's Representative believes to be then payable by the Principal to the PS Contractor under this deed or the amount which the Principal's Representative believes to be then payable by the PS Contractor to the Principal, including details of the calculation of the progress amount. In issuing a payment schedule the Principal's Representative:
 - (A) may deduct from the amount which would otherwise be payable to the PS Contractor any amount which the Principal is entitled to retain, deduct, withhold or set-off under this deed, including under clause 28.5 (*Provision of documentation and other requirements*), clause 28.6 (*Payment of Subcontractors, workers compensation and payroll tax*), clause 28.7 (*Payment for unfixed Construction Materials*) and clause 28.9 (*Right of set-off*); and
 - (B) must, if the payment schedule shows an amount less than the amount claimed by the PS Contractor in the progress claim, set out in the payment schedule why the amount is less and if the reason for the difference is that the Principal has retained, deducted withheld or set-off payment for any reason, the reason for the retention, deduction, withholding or setting-off of payment.
 - (ii) If the PS Contractor does not give the Principal's Representative a progress claim at a time required by clause 28.3(a), the Principal's Representative may nevertheless (but is not obliged to) issue a payment schedule as if a progress claim was made at the time required.
 - (iii) A payment schedule issued under clause 28.3(d)(i) or clause 28.3(d)(ii) will separately identify the sum of the amounts due on account of the Contract Sum, and any other amounts payable under the deed by the Principal to the PS Contractor.
 - (iv) If the amount set out in a payment schedule issued under clause 28.3(d)(i) is different to the amount in the PS Contractor's progress claim or if the Principal's Representative issues a payment schedule under clause 28.3(d)(ii), the Principal will issue a recipient created tax invoice or adjustment note (as the case may be) to the PS Contractor to reflect the amount in the payment schedule.
- (e) **(Principal's payment)** Within the earlier of 15 Business Days after the date of the PS Contractor's progress claim in accordance with clause 28.3(a) or within 5 Business Days after the issue of a payment schedule in accordance with clause 28.3(d)(i) or clause 28.3(d)(ii):
- (i) where the payment schedule provides that an amount is payable by the Principal to the PS Contractor, the Principal must pay the PS Contractor the progress payment due to the PS Contractor as certified in the payment schedule; and

- (ii) where the payment schedule provides that an amount is payable by the PS Contractor to the Principal, the PS Contractor must pay the Principal the amount due to the Principal as certified in the payment schedule.
- (f) **(Early progress claim)** If the PS Contractor lodges a progress claim earlier than at the times specified under clause 28.3(a), the Principal's Representative will not be obliged to issue the payment schedule in respect of that progress claim earlier than it would have been obliged had the PS Contractor submitted the progress claim in accordance with this deed.
- (g) **(Amounts)** Despite any other provisions of this deed to the contrary, the amount of any progress claim to which the PS Contractor is entitled in relation to this deed and the amount to be allowed by the Principal's Representative in any payment schedule issued under clause 28.3(d)(i) or clause 28.3(d)(ii) as the amount payable to the PS Contractor arising out of or in any way in connection with this deed will:
 - (i) not include the following amounts:
 - (A) any Milestone Performance Payment unless the relevant part of the PS Contractor's Activities to which the Milestone Performance Payment relates has been completed to the satisfaction of the Principal's Representative;
 - (B) any amount which this deed provides cannot be claimed or is not payable because of the failure by the PS Contractor to take any action (including to give any notice to the Principal or the Principal's Representative);
 - (C) any amount which represents damages claimed against the Principal (whether for breach of contract, in tort or otherwise);
 - (D) any amount which this deed provides is not payable until certain events have occurred or conditions have been satisfied, to the extent those events have not occurred or those conditions have not been satisfied (including those conditions set out in clause 28.5(a));
 - (E) any amount in respect of which the obligation of the Principal to make payment has been suspended under this deed;
 - (F) any amount in respect of which the PS Contractor has failed to provide supporting information as required by this deed;
 - (G) subject to the terms of this deed, any amount for work which has not yet been performed or for goods or services which have not yet been supplied; or
 - (H) any amount for work which is not in accordance with this deed;
 - (ii) deduct the following amounts:
 - (A) any amounts which have become due from the PS Contractor to the Principal under this deed; and
 - (B) any amounts which the Principal is entitled under this deed to retain, deduct, withhold or set-off;

- (iii) in determining amounts to be excluded or deducted under clause 28.3(g)(i) and clause 28.3(g)(ii), have regard to matters or circumstances occurring at any time before the date that the determination is being made; and
- (iv) be determined having regard to the Contract Sum.
- (h) **(No prejudice to the Principal)** Failure by the Principal's Representative to set out in a payment schedule an amount which the Principal is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the PS Contractor by the Principal will not prejudice the Principal's right to subsequently exercise its right to retain, deduct, withhold or set-off any amount under this deed.
- (i) **(Post Completion and final payment claims)** The PS Contractor must include in each of the payment claims lodged by it in accordance with clause 28.3(a)(ii) and clause 28.3(a)(iii) all Claims for amounts which the PS Contractor considers it is entitled to be paid in any way arising out of, or in any way in connection with, this deed, the PS Contractor's Activities, the Project Works or the Temporary Works.
- (j) **(Release)** Except to the extent that it is claimed in the relevant payment claim, the PS Contractor releases the Principal from any Liability in respect of any fact, matter or thing arising out of, or connected in any way with, this deed, the PS Contractor's Activities, the Project Works or the Temporary Works that:
 - (i) in the case of the payment claim issued in accordance with clause 28.3(a)(ii), occurred prior to Completion of the last Portion to reach Completion; and
 - (ii) in the case of the payment claim issued with the notice of Final Completion under clause 28.3(a)(iii) occurred at all.

28.4 Effect of payment schedules and payments

- (a) **(On account)** Any payments made by the Principal pursuant to a payment schedule are payments on account only.
- (b) **(No approval)** Neither the issue of a payment schedule under clause 28.3(d)(i) or clause 28.3(d)(ii), nor the making of any payment pursuant to any such payment schedule, will:
 - (i) constitute the approval of any work or other matter or prejudice any Claim by the Principal or the Principal's Representative;
 - (ii) constitute evidence of the value of any work or an admission of Liability or evidence that work has been executed or completed in accordance with this deed; or
 - (iii) prejudice the right of either party to dispute under the Dispute Procedure whether any amount certified as payable in a payment schedule is the amount properly due and payable under this deed.
- (c) **(Correction of error)** The Principal's Representative may at any time correct any error in a payment schedule.

28.5 Provision of documentation and other requirements

- (a) The value of the construction work carried out by the PS Contractor, and the amount of the progress payment to which the PS Contractor is entitled, will be:

- (i) **(No more than [REDACTED])** no more than [REDACTED] of the amount that the Principal's Representative would otherwise have set out in any payment schedule unless and until the PS Contractor has:
 - (A) effected and is maintaining all Insurances that the PS Contractor is required to effect and maintain under clause 30.6 (*PS Contractor's Insurance obligations*);
 - (B) complied with clause 3.1 (*Unconditional undertakings*) and clause 3.4 (*Parent Company Guarantee*);
 - (C) where clause 28.8(o) applies, provided the Principal's Representative with the statement and evidence (if any) required to be provided by the PS Contractor pursuant to that clause;
 - (D) provided the Principal's Representative with a statutory declaration in the form of Schedule B15 (*Statutory declaration*) which has been duly executed:
 - (aa) by a representative of the PS Contractor who is in a position to know the facts declared; and
 - (bb) on the date the relevant payment claim was issued;
 - (E) in relation to any unfixed plant and materials which the PS Contractor proposes to claim in a payment claim, provided the evidence and documents required by, and otherwise satisfied the requirements of, clause 28.7 (*Payment for unfixed Construction Materials*); and
 - (F) done everything else that it is required to do under this deed before being entitled to make a payment claim or receive payment; and
 - (ii) **(No more than [REDACTED])** no more than [REDACTED] of the amount that the Principal's Representative would otherwise have set out in any payment schedule unless and until the PS Contractor has complied with its obligations under clause 21.5 (*PS Contractor's Program*) and provided all information required by section 4.2.3 of Appendix F2 of the SWTC.
- (b) **(Payment of withheld amount)** Any amount withheld by the Principal under clause 28.5(a) must be paid within 10 Business Days after the PS Contractor has complied with the relevant obligation.

28.6 Payment of Subcontractors, workers compensation and payroll tax

- (a) **(Court order)** If a worker or a Subcontractor obtains a court order in respect of the moneys payable to him, her or it in respect of his, her or its employment on, materials (including Construction Materials) supplied for, or work performed with respect to, the PS Contractor's Activities, and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may (but is not obliged to) pay the GST exclusive amount of the order and costs included in the order to the worker or Subcontractor, and the amount paid will be a debt due and payable from the PS Contractor to the Principal.
- (b) **(Notices)** If the Principal receives notices of:
 - (i) the PS Contractor being placed under administration; or
 - (ii) the making of a winding up order in respect of the PS Contractor,

the Principal will not make any payment to a worker or Subcontractor without the concurrence of the administrator, provisional liquidator or liquidator, as the case may be.

- (c) **(Non-payment of amount)** If any moneys are shown as unpaid in the PS Contractor's statutory declaration under clause 28.5(a)(i)(D), the Principal may withhold the moneys so shown until the PS Contractor provides evidence to the satisfaction of the Principal's Representative that the moneys have been paid to the relevant persons.
- (d) Not used.
- (e) **(Pay amounts to Subcontractors)** If a Subcontractor has become entitled to suspend work under a Subcontract in accordance with the SOP Act because of a failure by the PS Contractor or any Subcontractor to pay moneys due and payable to that Subcontractor, the Principal may pay to the Subcontractor the amount owing to the Subcontractor in connection with that work, and the amount paid by the Principal will be a debt due and payable by the PS Contractor to the Principal. Where practicable, the Principal will provide prior written notice to the PS Contractor prior to paying the relevant Subcontractor.
- (f) **(Payment of other amount to Subcontractors)** Notwithstanding clause 28.6(e), if any amount is:
 - (i) certified as payable; or
 - (ii) otherwise due and payable (and not disputed amounts),

to a Subcontractor under a Subcontract, and the PS Contractor or the relevant Subcontractor does not pay such amount to that Subcontractor in accordance with that Subcontract, then the Principal may pay such amount to that Subcontractor provided it has given the PS Contractor 10 Business Days' notice of its intention to do so, and the amount paid by the Principal to that Subcontractor will be a debt due and payable by the PS Contractor to the Principal.
- (g) **(Preservation of rights)** Nothing in this clause 28.6 limits or otherwise affects the Principal's rights under section 175B(7) of the *Workers Compensation Act 1987* (NSW), section 18(6) of schedule 2 of the *Payroll Tax Act 2007* (NSW) and section 127(5) of the *Industrial Relations Act 1996* (NSW).

28.7 Payment for unfixed Construction Materials

- (a) **(Not included in payment schedule)** The value of unfixed Construction Materials intended for incorporation in the Project Works but not yet incorporated must not be included in a progress claim under clause 28.3(a) and the Principal is under no obligation to pay for such Construction Materials unless:
 - (i) the PS Contractor:
 - (A) has provided to the Principal at the same time as its progress claim under clause 28.3(a) an unconditional undertaking that complies with the requirements of clause 3.1(c) for an amount equal to the payment claimed for the Construction Materials; and
 - (B) gives the Principal's Representative such evidence as may be required by the Principal's Representative that title to the unfixed Construction Materials will vest in the Principal upon payment;

- (ii) the Construction Materials are clearly marked as the property of the Principal;
 - (iii) the Construction Materials are properly stored in a place approved by the Principal's Representative (not to be unreasonably withheld); and
 - (iv) there is evidence (in a form satisfactory to the Principal) that the PS Contractor has registered a Security Interest in favour of the Principal in the unfixed Construction Materials.
- (b) **(Title vests on payment)** Upon payment against a payment schedule which includes an amount in respect of unfixed Construction Materials, title in the unfixed Construction Materials will vest in the Principal.
 - (c) **(Release of unconditional undertaking)** If the PS Contractor provides an unconditional undertaking for payment for unfixed Construction Materials, the Principal must release the unconditional undertaking to the PS Contractor within 5 Business Days after those Construction Materials:
 - (i) are incorporated into the Project Works; and
 - (ii) comply with the requirements of this deed.

28.8 **SOP Act**

- (a) **(Definitions)** Expressions defined or used in the SOP Act have the same meaning for the purposes of this clause (unless the context otherwise requires).
- (b) **(Communication)** The PS Contractor must ensure that a copy of any written communication it delivers or arranges to deliver to the Principal of whatever nature in relation to the SOP Act, including a payment claim under the SOP Act, is provided to the Principal's Representative at the same time.
- (c) **(Principal's agent)** In responding to the PS Contractor under the SOP Act, the Principal's Representative acts as the agent of the Principal and the Principal authorises the Principal's Representative to issue payment schedules on its behalf (without affecting the Principal's right to issue a payment schedule itself).
- (d) **(Payment schedule)** If, within the time allowed by the SOP Act for the service of a payment schedule by the Principal, the Principal does not:
 - (i) serve the payment schedule itself; or
 - (ii) notify the PS Contractor that the Principal's Representative does not have authority from the Principal to issue the payment schedule on its behalf,

then a payment schedule issued by the Principal's Representative under this deed which relates to the period relevant to the payment schedule will be taken to be the payment schedule for the purpose of the SOP Act (whether or not it is expressly stated to be a payment schedule).

- (e) **(Amount of progress payment)** For the purposes of this deed, the amount of the progress payment to which the PS Contractor is entitled under this deed will be the amount certified by the Principal's Representative in a payment schedule under clause 28.3 (*Payment claims*) less any amount the Principal may elect to retain, deduct, withhold or set off in accordance with this deed.

- (f) **(No Liability to pay progress claim)** The PS Contractor agrees that:
- (i) the date prescribed by clause 28.3(a) as the date on which the PS Contractor is entitled to make a progress claim is, for the purposes of the SOP Act (including section 8 of the SOP Act), the reference date; and
 - (ii) a progress claim is not a document notifying an obligation on the Principal to make any payment and the Principal will have no Liability to make a payment of any amount in respect of a progress claim unless the amount has been included in a payment schedule issued by the Principal's Representative in accordance with clause 28.3(d)(i) or clause 28.3(d)(ii).
- (g) **(No breach of this deed)** Nothing in this deed will be construed to:
- (i) make any act or omission of the Principal in contravention of the SOP Act (including failure to pay an amount becoming due under the SOP Act), a breach of this deed (unless the Principal would have been in breach of this deed if the SOP Act had no application); or
 - (ii) subject to clause 28.8(g)(i), give to the PS Contractor rights under this deed which extend or are in addition to rights given to the PS Contractor by the SOP Act in respect of any act or omission of the Principal in contravention of the SOP Act.
- (h) **(No right to claim for suspension)** If the PS Contractor suspends the whole or part of the PS Contractor's Activities pursuant to the SOP Act then, except to the extent (if any) expressly provided under the SOP Act, the Principal will not be liable for and the Principal has no Liability to the PS Contractor for any Loss suffered or incurred by the PS Contractor as a result of the suspension.
- (i) **(PS Contractor indemnity)** The PS Contractor indemnifies and must keep indemnified the Principal against all Loss suffered or incurred by the Principal arising out of a suspension by a Subcontractor of work which forms part of the PS Contractor's Activities pursuant to the SOP Act unless and except to the extent that the suspension is due to non-payment by the Principal of an amount that is due and payable under this deed.
- (j) **(Authorised nominating authority)** The PS Contractor agrees that for the purposes of section 17(3) of the SOP Act:
- (i) it has irrevocably chosen the Resolution Institute as the authorised nominating authority to which any adjudication application under the SOP Act in respect of the PS Contractor's Activities is to be made; and
 - (ii) the PS Contractor must make any adjudication application under the SOP Act to that authorised nominating authority (unless the Principal in its absolute discretion consents to any alternative nominating authority).
- (k) **(Adjudication)** When an adjudication occurs under the SOP Act, and the Principal has paid an adjudicated amount to the PS Contractor:
- (i) the amount will be taken into account by the Principal's Representative in issuing a payment schedule under clause 28.3(d)(i) or clause 28.3(d)(ii);
 - (ii) if it is subsequently determined pursuant to this deed that the PS Contractor was not entitled under this deed to payment of some or all of the adjudicated amount that was paid by the Principal (**overpayment**), the overpayment will be a debt due and payable by the PS Contractor to the Principal which the PS Contractor must pay to the Principal upon demand

and in respect of which the PS Contractor is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence;

- (iii) if the adjudicator's determination is quashed, overturned or declared to be void, the adjudicated amount then becomes a debt due and payable by the PS Contractor to the Principal upon demand and in respect of which the PS Contractor is not entitled to claim or exercise any set-off, counterclaim, deduction or similar right of defence; and
- (iv) the Principal's Representative:
 - (A) is not bound by the adjudication determination;
 - (B) may reassess the value of the work that was valued by the adjudicator; and
 - (C) may, if it disagrees with the adjudication determination, express its own valuation in any payment schedule.
- (l) **(Withholding)** Without limiting clause 28.9 (*Right of set-off*), the Principal may withhold any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act. If the Principal withholds from money otherwise due to the PS Contractor any amount that is less than or equal to the amount claimed to be owed under a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act, then:
 - (i) the Principal may plead and rely upon Division 2A of the SOP Act as a defence to any claim for the money by the PS Contractor from the Principal; and
 - (ii) the period during which the Principal retains money due to the PS Contractor pursuant to an obligation under Division 2A of the SOP Act will not be taken into account for the purpose of determining:
 - (A) any period for which money owed by the Principal to the PS Contractor has been unpaid; and
 - (B) the date by which payment of money owed by the Principal to the PS Contractor must be made.
- (m) **(No proceedings)** The PS Contractor agrees not to commence proceedings to recover any amount withheld by the Principal pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act.
- (n) **(Debt due)** Any amount paid by the Principal pursuant to section 26C of the SOP Act will be a debt due from the PS Contractor to the Principal.
- (o) **(PS Contractor payment)** If the Principal withholds money pursuant to a payment withholding request served on the Principal pursuant to Division 2A of the SOP Act and the PS Contractor:
 - (i) pays the amount claimed to be due under the adjudication application to which the payment withholding claim relates; or
 - (ii) becomes aware that the adjudication application to which the payment withholding claim relates has been withdrawn,

then the PS Contractor must so notify the Principal within 5 Business Days after the occurrence of the event in clause 28.8(1)(i) or clause 28.8(1)(ii) above (as applicable) by providing to the Principal a statement in writing in the form of a statutory declaration together with such other evidence as the Principal may require evidencing that the amount has been paid or the adjudication application has been withdrawn (as the case may be).

28.9 Right of set-off

- (a) **(Amounts set-off)** The Principal may withhold, set-off or deduct from the money which would otherwise be payable to the PS Contractor or which would otherwise be due to the PS Contractor under this deed:
- (i) any debt or other moneys due from the PS Contractor to the Principal;
 - (ii) any bona fide claim to money which the Principal may have against the PS Contractor, whether for damages (including liquidated damages) or otherwise; or
 - (iii) any other amount the Principal is entitled to withhold, set-off or deduct under this deed,
- under or arising out of or in connection with this deed or the PS Contractor's Activities and the Principal may make such withholding, set-off or deduction whether or not such amounts were included in a payment schedule issued by the Principal's Representative.
- (b) **(Survival)** This clause 28.9 will survive the termination of this deed.

28.10 Provisional sums

- (a) **(Performance of Provisional Sum Work)** Subject to clause 28.10(g), the PS Contractor may not proceed with any item of Provisional Sum Work unless the PS Contractor has provided the Principal's Representative with a fixed lump sum price proposal for the relevant item of Provisional Sum Work (**Lump Sum Price Proposal**).
- (b) **(Lump Sum Price Proposal)** Each Lump Sum Price Proposal submitted by the PS Contractor under clause 28.10(a) must be prepared:
- (i) on an Open Book Basis (as defined in Schedule A8 (*Modification Procedure*)); and
 - (ii) in accordance with the requirements of clause 28.10(e) and clause 28.10(f).
- (c) **(Valuation by the Principal's Representative)** Within 20 Business Days of receiving the PS Contractor's Lump Sum Price Proposal (or within such longer period agreed by the parties) the Principal's Representative will adjust the Contract Sum by the difference between:
- (i) the amount allowed for the relevant item of Provisional Sum Work in the Contract Sum Schedule; and
 - (ii) either:
 - (A) a fixed amount agreed between the Principal's Representative and the PS Contractor (which may or may not be the amount specified in the Lump Sum Price Proposal); or

- (B) if the parties fail to agree upon such amount within 20 Business Days from the date on which the PS Contractor submitted its Lump Sum Price Proposal (or within such longer period agreed by the parties), a fixed amount determined by the Principal's Representative in accordance with Schedule E4 (*Valuation Mechanism*),

as the amount that will be payable in respect of the relevant item of Provisional Sum Work.

- (d) **(Referral to dispute resolution)** If the PS Contractor disagrees with any determination of the Principal's Representative under clause 28.10(c)(ii)(B), the PS Contractor may refer the matter for resolution in accordance with the Dispute Procedure.
- (e) **(Minimise cost)** The PS Contractor must minimise the cost of undertaking Provisional Sum Work.
- (f) **(No Liability)** The Principal will have no Liability to the PS Contractor for the following work even if it is related to Provisional Sum Work:
 - (i) any amounts incurred by the PS Contractor in relation to the Provisional Sum Work in addition to the amounts payable pursuant to a subcontract for Provisional Sum Work (including for supervision, management and attendance, and provision of Construction Plant which is used by or accessed by the subcontractor performing Provisional Sum Work);
 - (ii) any amount payable by the PS Contractor to the subcontractor performing Provisional Sum Work as a consequence of a breach of the subcontract for Provisional Sum Work:
 - (A) by the PS Contractor; or
 - (B) resulting from an act or omission of the PS Contractor;
 - (iii) design costs incurred incorporating Provisional Sum Work into the design;
 - (iv) costs incurred by the PS Contractor and other subcontractors interfacing with the subcontractor performing Provisional Sum Work;
 - (v) the extra costs incurred by a subcontractor performing Provisional Sum Work as a result of:
 - (A) a delay for which an extension of time was granted under the Nominated Subcontract; or
 - (B) a direction by the PS Contractor to compress the performance of the relevant subcontractor's activities as the result of a cause of delay for which the relevant Subcontractor would otherwise have been entitled to an extension of time,
 except to the extent that such costs arise as the result of a delay for which the PS Contractor is granted an extension of time under this deed;
 - (vi) the acceleration costs incurred by the subcontractor performing Provisional Sum Work in order to perform any work earlier than required under the subcontract for Provisional Sum Work, except to the extent that such acceleration is required as the result of a Modification in relation to which the Principal has a Liability to the PS Contractor under this deed;

- (vii) any increase in the contract sum of a subcontract for the performance of Provisional Sum Work as the result of a change, modification or variation directed by the PS Contractor under that subcontract, except to the extent that such change was required as the result of a Modification for which the Principal has a Liability to the PS Contractor under this deed; and
 - (viii) those things which Schedule E8 (*Provisional Sum Work*) provides the Principal shall have no Liability for.
- (g) **(Call-off Services)** In the case of any item of Provisional Sum Work that is also a Call-off Service, the PS Contractor:
- (i) must carry out such services when directed by the Principal's Representative under this deed;
 - (ii) will, subject to clause 28.10(g)(iii) and clause 28.10(h), be paid for the performance of such services in accordance with the relevant rates set out in section 2 of Schedule E4 (*Valuation Mechanism*); and
 - (iii) will be entitled to claim payment under clause 28.3 (*Payment claims*) in respect of such services only once the aggregate amount payable in respect of the relevant category of Call-off Service has exceeded the provisional sum allowed for that Call-off Service in Schedule E8 (*Provisional Sum Work*).
- (h) [REDACTED] Where the aggregate amount payable by the Principal under this deed in respect of any Call-off Service:
- (i) has exceeded in total the provisional sum allowed for that Call-off Service in the Contract Sum Schedule, [REDACTED]; or
 - (ii) is in total less than the relevant provisional sum allowed in the Contract Sum Schedule, the difference will be deducted from the Contract Sum and will be a debt due and payable from the PS Contractor to the Principal.

28.11 Performance Incentive Payments

The PS Contractor will be entitled to claim Performance Incentive Payments in accordance with the Performance Incentive Payment Schedule.

28.12 Initial Payment

- (a) **(Principal's obligation to pay Initial Payment)**
- (i) The Principal will pay to the PS Contractor the Initial Payment on the latest of:
 - (A) 15 Business Days of the date of this deed;
 - (B) receipt by the Principal of the Initial Payment Security;
 - (C) receipt by the Principal of the unconditional undertaking in accordance with clause 3.1(a)(i);
 - (D) receipt by the Principal of the Parent Company Guarantee in accordance with clause 3.4 (*Parent Company Guarantee*); and

- (E) receipt by the Principal of a copy of each Significant Subcontract entered into between the PS Contractor and a Lead Designer in accordance with clause 17.2(d).
- (ii) The PS Contractor must submit to the Principal a payment claim in accordance with clause 28.3 (*Payment claims*) for the Initial Payment on the date of this deed.
- (b) **(Initial Payment Security)** The PS Contractor must ensure that the Initial Payment Security remains valid and enforceable until the date of its release in accordance with clause 28.12(d).
- (c) **(Recourse to the Initial Payment Security)**
 - (i) If this deed is terminated for any reason prior to the date falling [REDACTED] after the date of payment by the Principal of the Initial Payment in accordance with clause 28.12(a)(i), the PS Contractor must repay to the Principal the amount set out in item 10 of the Reference Schedule.
 - (ii) If the PS Contractor does not pay the amount contemplated in clause 28.12(c)(i) within 5 Business Days of the date of termination of this deed, the Principal may have recourse to the Initial Payment Security.
- (d) **(Release of Initial Payment Security)** Within 15 Business Days of the earlier of:
 - (i) the date falling [REDACTED];
 - (ii) the PS Contractor complying with clause 28.12(c)(i); and
 - (iii) the Principal having recourse to the Initial Payment Security in accordance with clause 28.12(c)(ii),the Principal will release so much of the Initial Payment Security then held by the Principal.

28.13 Interest

If any moneys due to either party remain unpaid after the date upon which they should have been paid, interest will be payable at the rate of [REDACTED] above the Bank Bill Rate from the date upon which the moneys should have been paid to and including the date upon which the moneys are paid.

28.14 Title

Title in all items forming part of the Project Works will pass progressively to the Principal on the earlier of payment for, or incorporation of, such items to the Construction Site. Risk in all such items remains with the PS Contractor in accordance with clause 30 (*Care of the Project Works, risks and insurance*).

28.15 Payments

The Principal may withhold payment of any part of the Contract Sum which is the subject of a payment claim under clause 28.3(a) but not included in a payment schedule issued pursuant to clause 28.3(d)(i) or clause 28.3(d)(ii).

29. **GST**

29.1 **Payment of GST**

- (a) **(Amounts exclusive of GST)** Unless otherwise expressly stated, all amounts payable under or in connection with this deed are stated exclusive of GST.
- (b) **(If payable)** If GST is or will be payable on a supply made under or in connection with this deed:
 - (i) the consideration otherwise provided for that supply under this deed is increased by the amount of GST payable on that supply (**GST Amount**); and
 - (ii) the recipient must make payment of the GST Amount as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within 5 Business Days after receiving a written demand from the supplier.

29.2 **Later adjustment to price or GST**

If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier, within 10 Business Days after becoming aware of the adjustment event:

- (a) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving 5 Business Days' written notice; or
- (b) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply but only to the extent that the supplier is entitled to a refund or credit from the Commissioner of Taxation,

and, in either case, must issue an adjustment note reflecting the adjustment event in relation to the supply to the recipient within 20 Business Days after becoming aware of the adjustment event.

29.3 **Tax invoice/adjustment note**

Subject to clause 29.4 (*Recipient created tax invoice/recipient created adjustment note*), the right of the supplier to recover from the recipient any amount in respect of GST under this deed on a supply is subject to the issuing of a tax invoice or adjustment note to the recipient.

29.4 **Recipient created tax invoice/recipient created adjustment note**

- (a) **(Issue of tax invoice)** The parties agree that the Principal will issue a tax invoice or adjustment note (as appropriate) for all taxable supplies made by the PS Contractor to the Principal under or in connection with a PS Station Contract Document within 28 days of the making, or determining the value, of the relevant supply.
- (b) **(PS Contractor's obligations)** The PS Contractor:
 - (i) warrants to the Principal that at the time of:
 - (A) entering into each PS Station Contract Document to which it is a party;

- (B) each supply occurring or being deemed to have occurred under a PS Station Contract Document; and
 - (C) each tax invoice or adjustment note being issued by the Principal to the PS Contractor under a PS Station Contract Document,
- the PS Contractor will be registered for GST;
- (ii) indemnifies the Principal against any loss resulting from the PS Contractor not being so registered;
 - (iii) must produce written evidence satisfactory to the Principal of that registration if the Principal requests it;
 - (iv) must notify the Principal within 5 Business Days if the PS Contractor ceases to be registered for GST; and
 - (v) agrees that the PS Contractor will not issue a tax invoice or adjustment note for supplies it makes under or in connection with a PS Station Contract Document in respect of which the Principal must issue a tax invoice or adjustment note.
- (c) **(Principal's obligations)** The Principal:
- (i) warrants to the PS Contractor that at the time of entering into each PS Station Contract Document of which it is a party the Principal is registered for GST; and
 - (ii) must notify the PS Contractor within 5 Business Days if the Principal ceases to be registered for GST.

29.5 Indemnities and reimbursement

Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this deed must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

30. CARE OF THE PROJECT WORKS, RISKS AND INSURANCE

30.1 Responsibility for care of the PS Contractor's Activities

- (a) **(Care of the work)** Subject to clause 30.1(d), the PS Contractor is, in respect of each Portion, responsible for the care of, and bears the risk of destruction, loss or damage to:
- (i) the PS Contractor's Activities, the Project Works, the Temporary Works, the Construction Plant, the Construction Materials and any Extra Land, from the date of this deed; and
 - (ii) each part of the Construction Site (including any improvements on the Construction Site), from the relevant Construction Licence Commencement Date,

up to and including:

- (iii) to the extent the relevant PS Contractor's Activities, the Project Works, the Temporary Works, the Construction Site, any Extra Land, Construction Plant or Construction Materials relate to the Trackway Portion and not to any Non-Trackway Portion, the Date of Substantial Completion of the Trackway Portion; and
 - (iv) except to the extent set out in clause 30.1(a)(iii), the Date of Completion of the relevant Portion.
- (b) **(Risk after Completion)** After the time referred to in clause 30.1(a), subject to clause 30.1(d), the PS Contractor will bear the risk of any destruction, loss of or damage to the PS Contractor's Activities, the Project Works, the Temporary Works, the Construction Site, any Extra Land, Construction Plant, Construction Materials and Pitt Street Station arising from:
- (i) any act or omission of the PS Contractor or its Associates during the Defects Correction Period (including any extension to a Defects Correction Period under clause 27 (*Defects Rectification*)) or any other PS Contractor's Activities; or
 - (ii) any event which occurred while the PS Contractor was responsible for the care of the relevant part of the PS Contractor's Activities, the Project Works, the Temporary Works, the Construction Site, any Extra Land, Construction Plant, Construction Materials and Pitt Street Station in connection with the PS Contractor's Activities.
- (c) **(Reinstatement)** Subject to clause 30.1(d), the PS Contractor must:
- (i) in accordance with clause 30.11 (*Reinstatement*), (at its own Cost) promptly make good any destruction, loss or damage for which the PS Contractor bears the risk under this clause 30; and
 - (ii) indemnify the Principal against Loss resulting from such destruction, loss or damage.
- (d) **(Excepted Risk)**
- (i) This clause 30.1 does not apply to the extent that any destruction, loss or damage:
 - (A) for which the PS Contractor would otherwise have been responsible or bears the risk; or
 - (B) in respect of which the PS Contractor is obliged to indemnify the Principal against under clause 30.1(c)(ii),results from an Excepted Risk.
 - (ii) Where any destruction, loss or damage arises to any extent from an Excepted Risk:
 - (A) the PS Contractor must, where directed by the Principal's Representative to do so, make good or repair the destruction, loss or damage; and
 - (B) the destruction, loss or damage (where a direction to repair or make good is not given) or that making good or repair (where a direction to

repair or make good is given) will, to the extent the destruction, loss or damage arises from an Excepted Risk, be treated as if it were a Modification directed by the Principal and clause 2 of the Modification Procedure will apply.

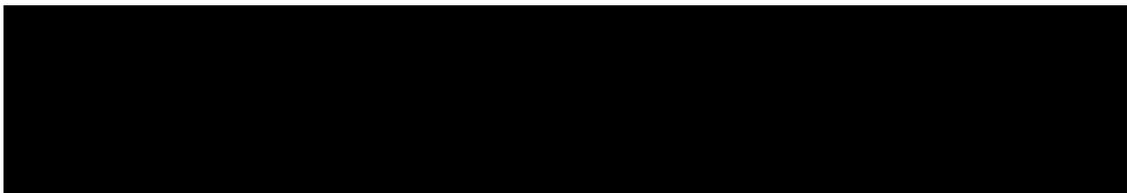
30.2 **Indemnity from PS Contractor**

(a) **(PS Contractor indemnifies)** The PS Contractor indemnifies each State Indemnified Party from and against:

- (i) any Loss incurred or suffered by a State Indemnified Party in respect of:
 - (A) damage to, loss or destruction of, or loss of use of or access to (whether total or partial), any State Indemnified Party's real or personal property; or
 - (B) any Claim against a State Indemnified Party (including by another State Indemnified Party) or Liability a State Indemnified Party may have to third parties in respect of or arising out of or in connection with:
 - (aa) any illness, personal injury to, or death of, any person; or
 - (bb) damage to, loss or destruction of, or loss of use of or access to (whether total or partial), any real or personal property,

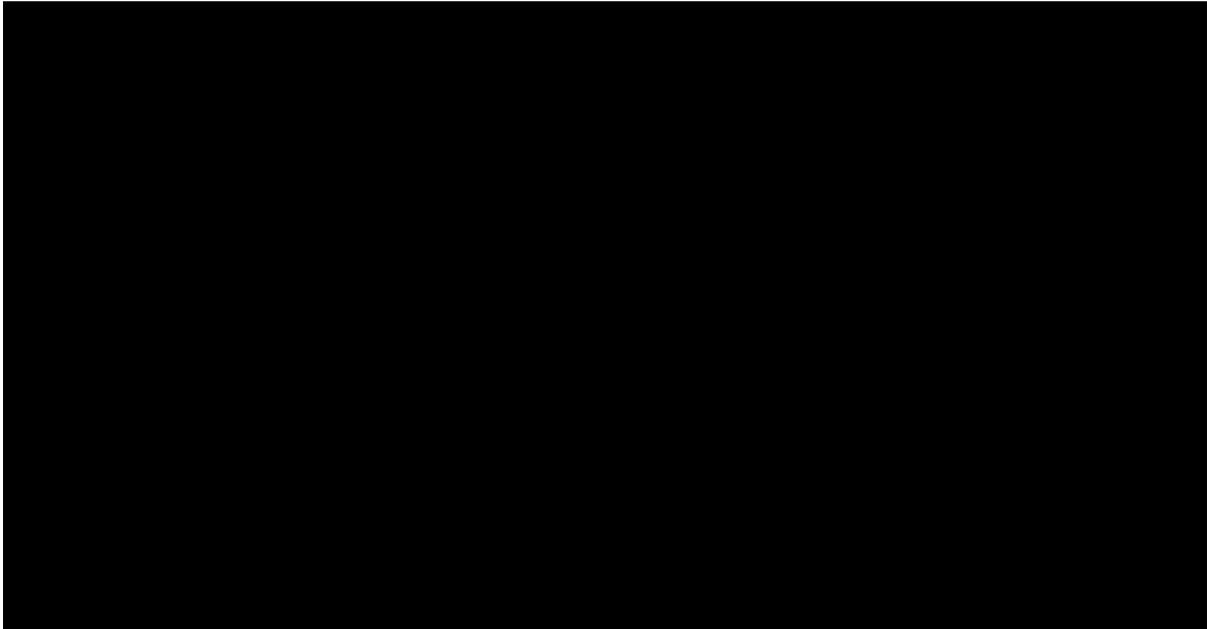
caused by, arising out of, or in any way in connection with the PS Contractor's Activities;

- (ii) any Loss incurred or suffered by a State Indemnified Party, or any Claim made by or Liability to any other person, arising out of or in any way in connection with:
 - (A) any breach of, or failure to comply with, the terms of any PS Station Contract Document by the PS Contractor or any other non-compliance by the PS Contractor or its Associates with any PS Station Contract Document;
 - (B) any fraudulent act or omission by the PS Contractor or any of its Associates;
 - (C) any failure by the Appointed Principal Contractor to exercise or fulfil the functions and responsibilities of the principal contractor under the WHS Legislation; or
 - (D) any IPR Claim; and
- (iii) any Environmental Liabilities arising out of or in connection with any:
 - (A) a breach of this deed by the PS Contractor; or
 - (B) wrongful or reckless act or omission of the PS Contractor or its Associates.



30.3 **Obligations not affected**

- (a) **(No affect)** Clause 30.2 (*Indemnity from PS Contractor*) does not limit or otherwise affect the PS Contractor's other obligations under this deed or otherwise according to Law.



30.5 **Principal's Insurance**

- (a) **(Contract works and public liability)** The Principal must, within 2 Business Days after the date of this deed, effect and thereafter maintain:
- (i) contract works (material damage) insurance; and
 - (ii) public and products liability insurance,
- including for the benefit of the PS Contractor on the terms of the policies set out in Schedule A13 (*Insurance policies*).
- (b) **(PS Contractor acknowledgement)** The Principal's Insurances are subject to the exclusions, conditions, deductibles and excesses noted on the Principal's Insurance policies and the PS Contractor acknowledges and agrees that:
- (i) it has satisfied itself of the nature and extent of the cover provided by the Principal's Insurances; and
 - (ii) the Principal's Insurances do not cover every risk to which the PS Contractor or its Associates may be exposed and are subject to deductibles and limits and the PS Contractor may, at its cost, elect to effect insurance for any risk or liability which is not covered by the Principal's Insurances.

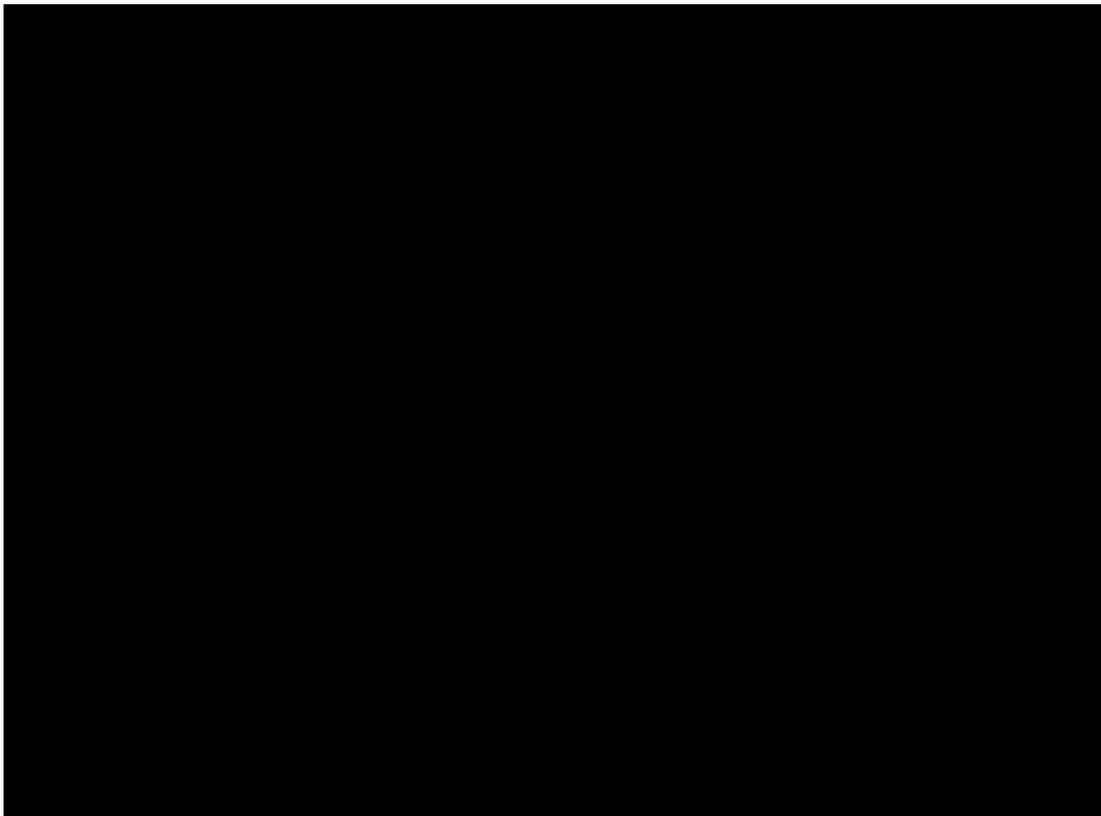
30.6 PS Contractor's Insurance obligations

The PS Contractor must effect and maintain, or cause to be effected and maintained, the Insurances required by Schedule A12 (*PS Contractor Insurance requirements*).

30.7 Periods of Insurance

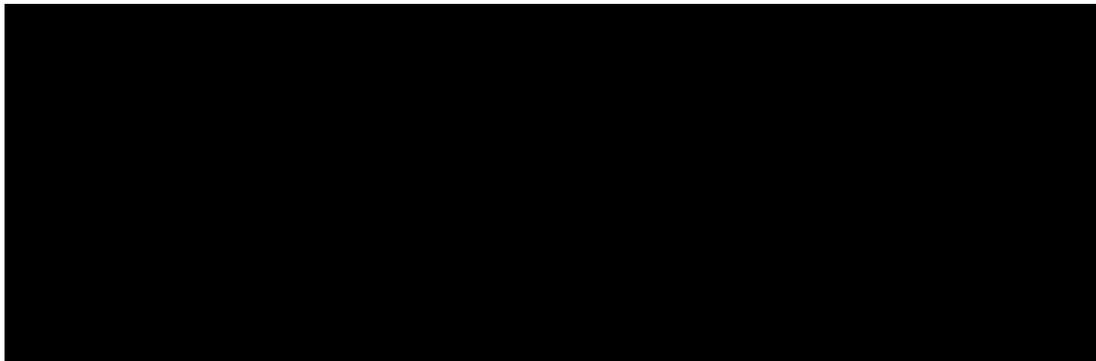


30.8 Evidence of policies

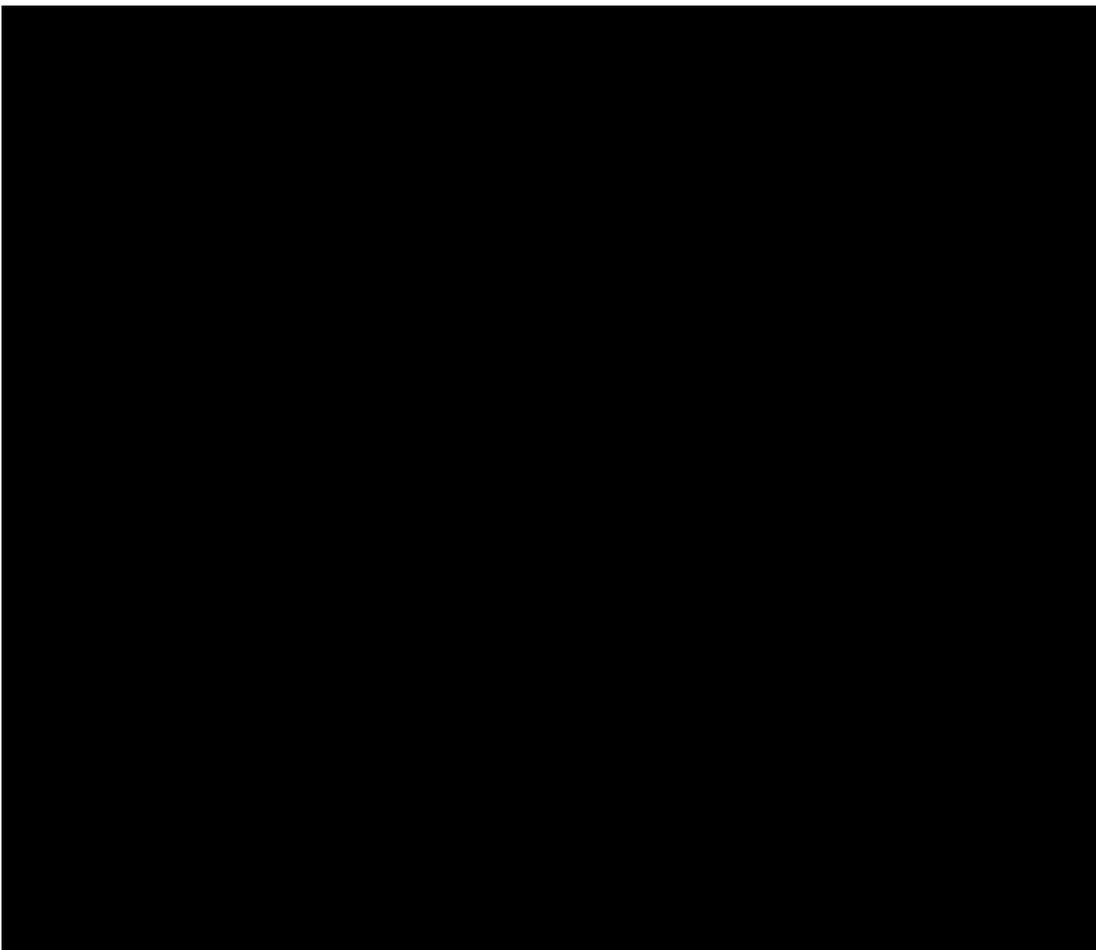




30.9 **Premiums**



30.10 **Undertaking to inform**



30.11 **Reinstatement**

If, prior to the time the PS Contractor ceases to be responsible under clause 30.1 (*Responsibility for care of the PS Contractor's Activities*) for the care of a part of the PS Contractor's Activities, the Project Works, the Temporary Works or any other thing referred to in clause 30.1(a), any destruction, damage or loss occurs to the PS Contractor's Activities, the Project Works or the Temporary Works for which the PS Contractor bears the risk under this clause 30, the PS Contractor must:

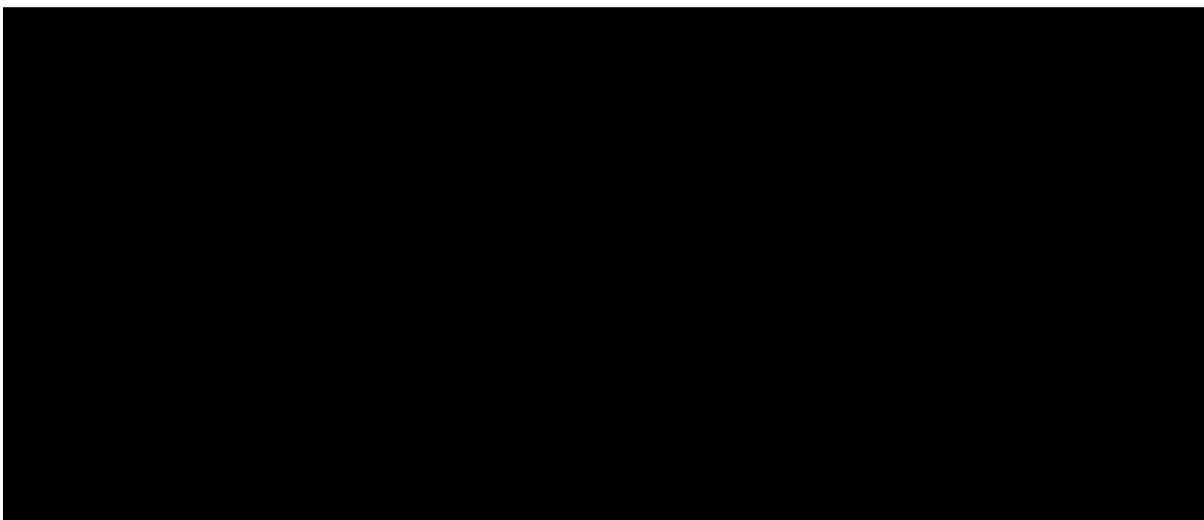
- (a) **(make secure)** make secure the PS Contractor's Activities, the Project Works and the Temporary Works and the parts of the Construction Site which are still under the control or are required to be under the control of the PS Contractor;
- (b) **(notify)** notify:
 - (i) appropriate Authorities and emergency services; and
 - (ii) the insurers for assessment,
 and comply with their instructions;
- (c) **(consult)** promptly consult with the Principal's Representative to agree on steps to be taken to ensure:
 - (i) the prompt make good, repair or replacement of the destruction, loss or damage so that:
 - (A) it complies with the SWTC and this deed; and
 - (B) there is minimal disruption to the Project Works, the Temporary Works or the PS Contractor's Activities;
 - (ii) that, to the greatest extent possible, the PS Contractor continues to comply with its obligations under this deed; and
 - (iii) promptly make good, repair or replace any of the destruction, loss or damage to the Project Works, the Construction Site or improvements on the Construction Site (if any);
- (d) **(make good)** subject to clause 30.1(d)(ii), manage all make good, repair and replacement activities so as to minimise the impact on the Project Works, the Temporary Works or the PS Contractor's Activities; and
- (e) **(keep informed)** keep the Principal's Representative fully informed of the progress of the make good, repair and replacement activities.

30.12 Application of the Principal's Insurance proceeds

- (a) **(Damage)** Subject to, and without limiting, clause 30.1 (*Responsibility for care of the PS Contractor's Activities*), where, prior to the Date of Completion of the last Portion to reach Completion, the PS Contractor's Activities, the Project Works or the Temporary Works are damaged or destroyed, all insurance proceeds in respect of those damaged or destroyed PS Contractor's Activities, Project Works or Temporary Works that are payable under any of the Principal's Insurance will be:
 - (i) paid to the Principal;
 - (ii) paid by the Principal to the PS Contractor as progress payments under clause 28.3 (*Payment claims*) as and when the PS Contractor reinstates the PS Contractor's Activities, the Project Works and the Temporary Works; and
 - (iii) subject to clause 30.1(d)(ii), the PS Contractor's sole entitlement to payment in respect of the reinstatement of that destruction of or damage to the PS Contractor's Activities, the Project Works or the Temporary Works.
- (b) **(Excepted Risk)** This clause does not apply to any Insurance proceeds that are payable under any of the Principal's Insurance in respect of an Excepted Risk, which will be retained by the Principal.

30.13 **Damage to property**

- (a) **(Responsibility of PS Contractor)** Subject to clause 30.13(c), where any loss of, or destruction or damage to, real or personal property or the Environment (including any Utility Services) occurs arising out of, or in any way in connection with, the carrying out by the PS Contractor of the PS Contractor's Activities or a failure by the PS Contractor to comply with its obligations under this deed, the PS Contractor must, at its cost, promptly repair and make good any such loss, destruction or damage.
- (b) **(Failure to repair)** If the PS Contractor fails to carry out any repair work under clause 30.13(a), the Principal may carry out such work or engage others to carry out such work and any Loss suffered or incurred by the Principal in doing so will be a debt due and payable from the PS Contractor to the Principal.
- (c) **(Clause does not apply)** This clause 30.13 does not apply where the owner of the real or personal property does not agree to the PS Contractor carrying out the work under clause 30.13(a).
- (d) **(Indemnity not affected)** Nothing in this clause 30.13 limits the operation of the indemnity in clause 30.2 (*Indemnity from PS Contractor*).



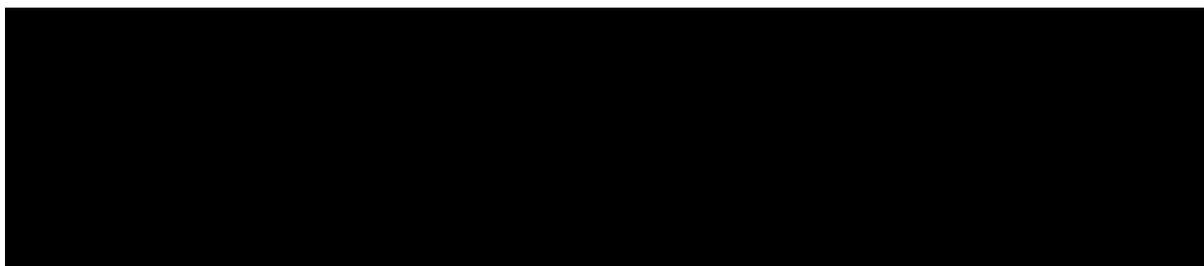
30.15 **Liabilities of PS Contractor not affected**

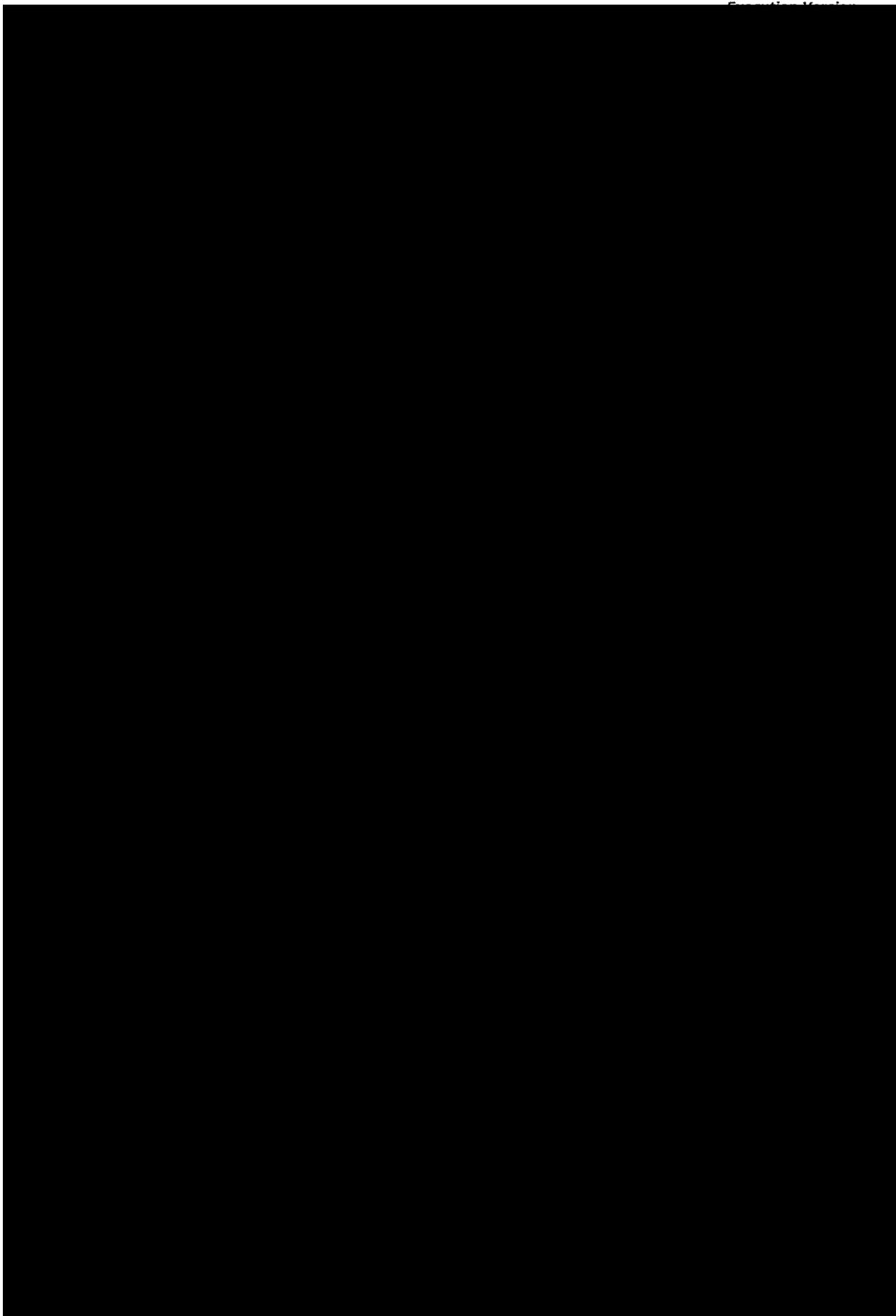
The effecting of Insurances does not limit the Liabilities or obligations of the PS Contractor under this deed.

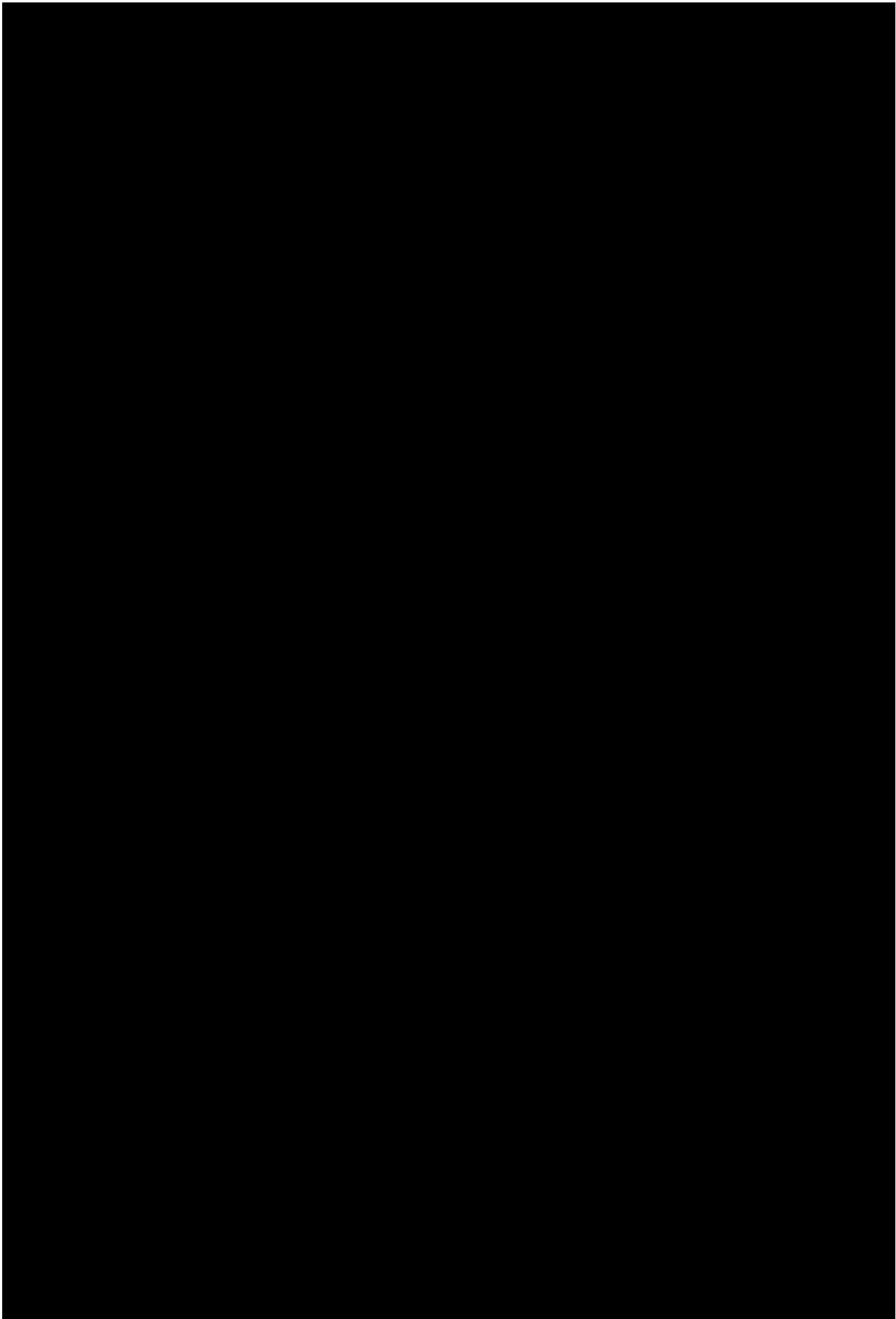
30.16 **Survival of termination**

This clause 30 survives termination or expiry of this deed.

31. **LIABILITY**







31.6 **Proportionate Liability**

(a) **(Exclusion of Part 4)** To the extent permitted by Law:

- (i) Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or Liabilities of either party under this deed (whether these rights, obligations or Liabilities are sought to be enforced in contract, tort or otherwise);
- (ii) the PS Contractor must not seek to apply the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to any Claim by the Principal against the PS Contractor (whether in contract, tort or otherwise); and
- (iii) if any of the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) are applied to any Claim by the Principal against the PS Contractor (whether in contract, tort or otherwise), the PS Contractor must indemnify the Principal

against any Loss, damage or expense that forms part of a Claim by the Principal against the PS Contractor which the Principal cannot recover from the PS Contractor because of the operation of Part 4 of the *Civil Liability Act 2002* (NSW).

- (b) (**Proportionate Liability**) Without limiting clause 31.6(a), the rights, obligations and Liabilities of the Principal and the PS Contractor under this deed with respect to proportionate liability are as specified in this deed and not otherwise, whether these rights, obligations or Liabilities are sought to be enforced by a Claim in contract, in tort or otherwise.

32. DEFAULT AND TERMINATION

32.1 PS Contractor Event of Default

Each of the following events is a PS Contractor Event of Default:

- (a) (**failure to progress**) the PS Contractor fails to expeditiously and diligently progress the PS Contractor's Activities as required under clause 21.1(a);
- (b) (**wrongful suspension**) the PS Contractor suspends performance of the PS Contractor's Activities (except to the extent permitted under this deed or by Law);
- (c) (**failure to insure**) the PS Contractor does not effect or maintain (or cause to be effected or maintained) an Insurance which is required to be effected or maintained by the PS Contractor under this deed and fails to do so within 10 Business Days after receipt of a notice from the Principal directing it to do so;
- (d) (**subcontracting**) the PS Contractor breaches its obligations under clause 17 (*Subcontracting*);
- (e) (**fraud**) the Principal is the victim of any fraud or dishonest conduct by the PS Contractor in connection with the PS Contractor's Activities or Sydney Metro City & Southwest, or the Independent Commission Against Corruption or similar public body determines that the PS Contractor has engaged in corrupt conduct, collusive pricing or other similar activity;
- (f) (**incorrect representation or warranty**) a representation or warranty made or given by the PS Contractor in this deed or any other of the PS Station Contract Documents proves to be untrue which has a material adverse effect on the PS Contractor's ability to comply with its obligations under the PS Station Contract Documents;
- (g) (**unconditional undertakings**) the PS Contractor fails to provide the unconditional undertakings in breach of clause 3.1 (*Unconditional undertakings*);
- (h) (**Parent Company Guarantee**) the PS Contractor fails to provide a Parent Company Guarantee in breach of clause 3.4 (*Parent Company Guarantee*);
- (i) (**Parent Company Guarantee is void or voidable**) the Parent Company Guarantee becomes void or voidable;
- (j) (**WHS**) the PS Contractor fails to comply with or ensure compliance with the obligations under this deed regarding work health and safety;
- (k) (**accreditation status**) lack or breach of rail Accreditation (where the PS Contractor is obliged to hold rail Accreditation), AEO status, ASA Authorisation, or threatened or actual suspension or revocation of the PS Contractor's rail Accreditation, AEO status or ASA Authorisation;

- (l) **(untrue statutory declaration)** the PS Contractor knowingly provides a statutory declaration or documentary evidence which contains a statement that is untrue;
- (m) **(Recovery Plan)** the PS Contractor fails to provide, comply with or otherwise diligently pursue a Recovery Plan in accordance with clause 21.5A (*Recovery Plan*) in respect of delay that is not caused by an Excusable Cause of Delay; and
- (n) **(other breach)** any other material breach by the PS Contractor of this deed or any other of the PS Station Contract Documents.

32.2 Default Notice

- (a) **(Content of Default Notice)** If a PS Contractor Event of Default occurs, the Principal may give the PS Contractor a notice (**Default Notice**):

- (i) stating that it is a notice under this clause 32.2;
- (ii) providing details of the PS Contractor Event of Default; and
- (iii) requiring the PS Contractor to:

- (A) remedy the PS Contractor Event of Default; or
- (B) where the PS Contractor Event of Default cannot be remedied, overcome the PS Contractor Event of Default or make other arrangements to the satisfaction of the Principal,

within a reasonable period of time specified in the Default Notice (which period must not be less than 15 Business Days from the date of the Default Notice).

- (b) **(Compliance and Remedy Plan)** If the Principal gives the PS Contractor a Default Notice:

- (i) the PS Contractor must comply with the Default Notice; and
- (ii) unless urgent action is necessary or the relevant PS Contractor Event of Default is a failure to pay money or a PS Contractor Event of Default referred to in clause 32.1(g), clause 32.1(h) or clause 32.1(i):

- (A) the PS Contractor must give the Principal a program and plan (a **Remedy Plan**) outlining the manner in which the PS Contractor will:

- (aa) remedy the PS Contractor Event of Default; or
- (bb) overcome the PS Contractor Event of Default or make other arrangements to the satisfaction of the Principal,

in accordance with the terms of the Default Notice;

- (B) the Principal must consult with the PS Contractor to develop and agree that Remedy Plan; and

- (C) the PS Contractor must thereafter comply with that Remedy Plan.

32.3 Rights of the Principal following Default Notice

(Principal's rights) If, by the time specified in the Default Notice (or such longer period included in a Remedy Plan and agreed by the Principal), the PS Contractor fails to remedy

the breach or make arrangements satisfactory to the Principal or fails to comply with a Remedy Plan, the Principal may, by notice in writing to the PS Contractor:

- (a) take out of the hands of the PS Contractor the whole or part of the work remaining to be completed; or
- (b) terminate this deed.

32.4 PS Contractor Termination Events

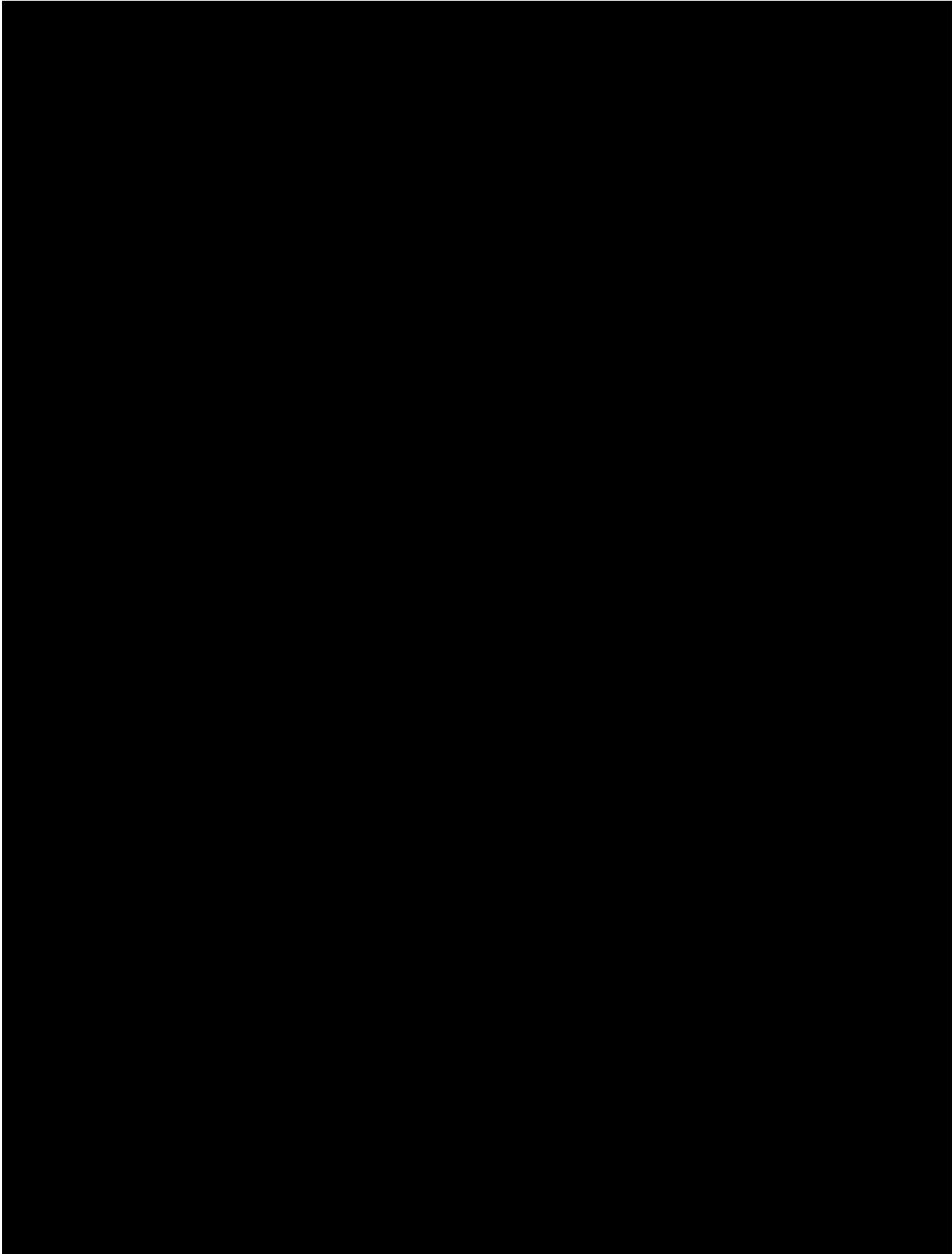
Each of the following is a PS Contractor Termination Event:

- (a) **(failure to pay)** the PS Contractor fails to pay any amount which it is obliged to pay to the Principal under this deed and the failure is not remedied within 20 Business Days after a written demand from the Principal;
- (b) **(abandonment)** the PS Contractor abandons the PS Contractor's Activities;
- (c) **(insolvency of PS Contractor or PS Contractor Guarantor)** an Insolvency Event occurs in relation to:
 - (i) the PS Contractor (or where the PS Contractor comprises more than one person, any one of those persons); or
 - (ii) a PS Contractor Guarantor,

and the PS Contractor is not able to satisfy the Principal (in its absolute discretion) within 10 Business Days of the Insolvency Event occurring (or such longer period agreed by the Principal) that this deed should not be terminated;
- (d) not used;
- (e) **(assignment)** the PS Contractor breaches its obligations under clause 34.1 (*Assignment by the PS Contractor*);
- (f) **(Liability caps exceeded)** the aggregate liability of the PS Contractor to the Principal:
 - (i) under or in connection with this deed, the PS Station Contract Documents and the Third Party Agreements is equal to or exceeds █████ of the Contract Sum; or
 - (ii) under clause 21.11(a) or clause 21.11(d) is equal to or exceeds:
 - (A) the LD Cap and the Principal and the PS Contractor have not agreed in writing to increase the LD Cap to above █████ of the Contract Sum; or
 - (B) such increased LD Cap as agreed, if any, by the Principal and the PS Contractor under clause 32.4(f);
- (g) **(Change in Control of PS Contractor)** a Change in Control occurs in respect of an entity that comprises the PS Contractor without the prior written consent of the Principal (other than a Change in Control that is permitted under clause 34.3(c)); or
- (h) **(Change in Control of PS Contractor Guarantor)** a Change in Control occurs in respect of the PS Contractor Guarantor without the prior written consent of the Principal (other than a Change in Control that is permitted under clause 34.4(c)).

32.5 Immediate termination or take out

If a PS Contractor Termination Event occurs, the Principal may, whether or not the PS Contractor is then in breach of this deed and without giving a notice under clause 32.2 (*Default Notice*), exercise a right under clause 32.3(a) or clause 32.3(b).





32.7 **Principal's rights after take out or termination**

(a) **(Following take out or termination)** If:

- (i) the Principal:
 - (A) exercises its rights under clause 32.3(a); or
 - (B) terminates this deed under clause 32.3(b), clause 32.5 (*Immediate termination or take out*), clause 32.6(a) or clause 32.11 (*Termination for convenience*); or
- (ii) the PS Contractor repudiates this deed and the Principal otherwise terminates this deed,

then:

- (iii) **(PS Contractor obligations)** the PS Contractor:
 - (A) must novate to the Principal or the Principal's nominee those Subcontracts between the PS Contractor and the PS Contractor's Subcontractors that the Principal directs by executing a deed of novation substantially in the form of Schedule A21 (*Form of deed of novation*); and
 - (B) after 5 Business Days' written notice from the Principal, irrevocably appoints (for valuable consideration) the Principal and any authorised representative of the Principal to be the PS Contractor's attorney to:
 - (aa) execute, sign, seal and deliver all notices, deeds and documents; and
 - (bb) undertake actions in the name of the PS Contractor, for the purposes referred to in clause 32.7(a)(iii)(A); and
- (iv) **(Principal's rights)** the Principal may:
 - (A) require the PS Contractor to:
 - (aa) make safe; and
 - (bb) remove any Construction Plant, Construction Material and Temporary Works and all other things intended for the Project Works or the PS Contractor's Activities from, the Construction Site or any area affected by the Project Works;

- (B) take possession of and use (and permit others to use) such of the following:
 - (aa) Construction Plant, Construction Materials, Temporary Works and other things on or in the vicinity of the Construction Site or Extra Land as are reasonably required by the Principal to facilitate completion of the Project Works, except that where the Principal has terminated this deed under clause 32.11 (*Termination for convenience*) the Principal will not be entitled to take possession of or use (or permit others to use) Construction Plant belonging to the PS Contractor; and
 - (bb) Design Documentation, Material and other information in the possession of the PS Contractor or any of the PS Contractor's Associates and the PS Contractor must ensure that all necessary rights for this purpose are assigned to the Principal;
- (C) complete any part of the Project Works remaining to be completed;
- (D) contract with any of the Subcontractors;
- (E) exclude the PS Contractor and any of the PS Contractor's Associates from the Construction Site and the Extra Land; and
- (F) have recourse to any unconditional undertakings held under clause 3.1 (*Unconditional undertakings*).

(b) **(Survival)** This clause 32.7 survives the termination of this deed.

32.8 Principal's entitlements after take-out

- (a) **(No further payment)** If the Principal exercises the right under clause 32.3(a), the PS Contractor will not be entitled to any further payment in respect of the work taken out of the hands of the PS Contractor unless a payment becomes due to the PS Contractor under this clause 32.8.
- (b) **(Cost to complete)** When all of the work taken out of the hands of the PS Contractor under clause 32.3(a) is completed, the Principal's Representative will ascertain the cost incurred by the Principal in completing the work and will issue a certificate to the PS Contractor certifying the amount. If the cost incurred by the Principal is:
 - (i) greater than the amount that would have been paid to the PS Contractor if the PS Contractor had completed the work, the difference will be a debt due from the PS Contractor to the Principal; or
 - (ii) less than the amount that would have been paid to the PS Contractor if the PS Contractor had completed the work, the difference will be a debt due to the PS Contractor from the Principal.
- (c) **(Recovery of costs)** Without limiting clause 32.8(b), if the Principal exercises the right under clause 32.3(a), the Principal will be entitled to recover from the PS Contractor any Loss incurred or suffered by it as a result of, or arising out of, or in any way in connection with, the exercise of such right.
- (d) **(Grant of lien)** If the PS Contractor is indebted to the Principal, the PS Contractor grants to the Principal a lien over the Construction Plant, Construction Materials, Temporary Works or other things taken under clause 32.7 (*Principal's rights after take out or termination*) such that the Principal may retain that property until the

debt is met. If after reasonable notice, the PS Contractor fails to pay the debt, the Principal may sell the Construction Plant, Construction Materials, Temporary Works or other things and apply the proceeds to satisfaction of the debt and the costs of sale. Any excess will be paid to the PS Contractor.

32.9 Principal's rights after termination

- (a) **(Principal's rights)** Subject to clause 32.14 (*Preservation of rights*), if:
- (i) the Principal terminates this deed under:
 - (A) clause 32.3 (*Rights of the Principal following Default Notice*) or clause 32.5 (*Immediate termination or take out*); or
 - (B) clause 32.6(a) due to the termination of one or both of the OSD PDAs for a "PS Developer Termination Event" (as defined in each of the OSD PDAs); or
 - (ii) if the PS Contractor repudiates this deed and the Principal otherwise terminates this deed,
- the Principal will:
- (iii) not be obliged to make any further payments to the PS Contractor, including any money that is the subject of a progress claim under clause 28.3 (*Payment claims*) or a payment schedule issued under clause 28.3(d)(i) or clause 28.3(d)(ii); and
 - (iv) be entitled to recover from the PS Contractor any Loss incurred or suffered by it as a result of, or arising out of, or in any way in connection with, such termination.
- (b) **(Survival)** This clause 32.9 survives the termination of this deed.

32.10 PS Contractor's rights after repudiation or wrongful termination

- (a) **(Termination deemed lawful)** If the Principal:
- (i) repudiates this deed and the PS Contractor terminates this deed; or
 - (ii) wrongfully:
 - (A) exercises or attempts to exercise any right or power conferred on it by clause 32.3 (*Rights of the Principal following Default Notice*), clause 32.5 (*Immediate termination or take out*), clause 32.6(a) or clause 32.11 (*Termination for convenience*); or
 - (B) determines or purports to determine this deed at common law,
- then:
- (iii) the Principal's actions will be deemed to have been a lawful termination in accordance with clause 32.11 (*Termination for convenience*) and the PS Contractor's sole rights in such circumstances will be those set out in clause 32.12 (*Payment for termination for convenience, repudiation or wrongful termination*); and

(iv) subject to clause 32.12 (*Payment for termination for convenience, repudiation or wrongful termination*), the PS Contractor:

- (A) will not be entitled to the payment of damages;
- (B) will not be entitled to any payment on a quantum meruit basis; and
- (C) waives all other rights it has to make a Claim in such circumstances.

(b) **(Survival)** This clause 32.10 will survive the termination of this deed.

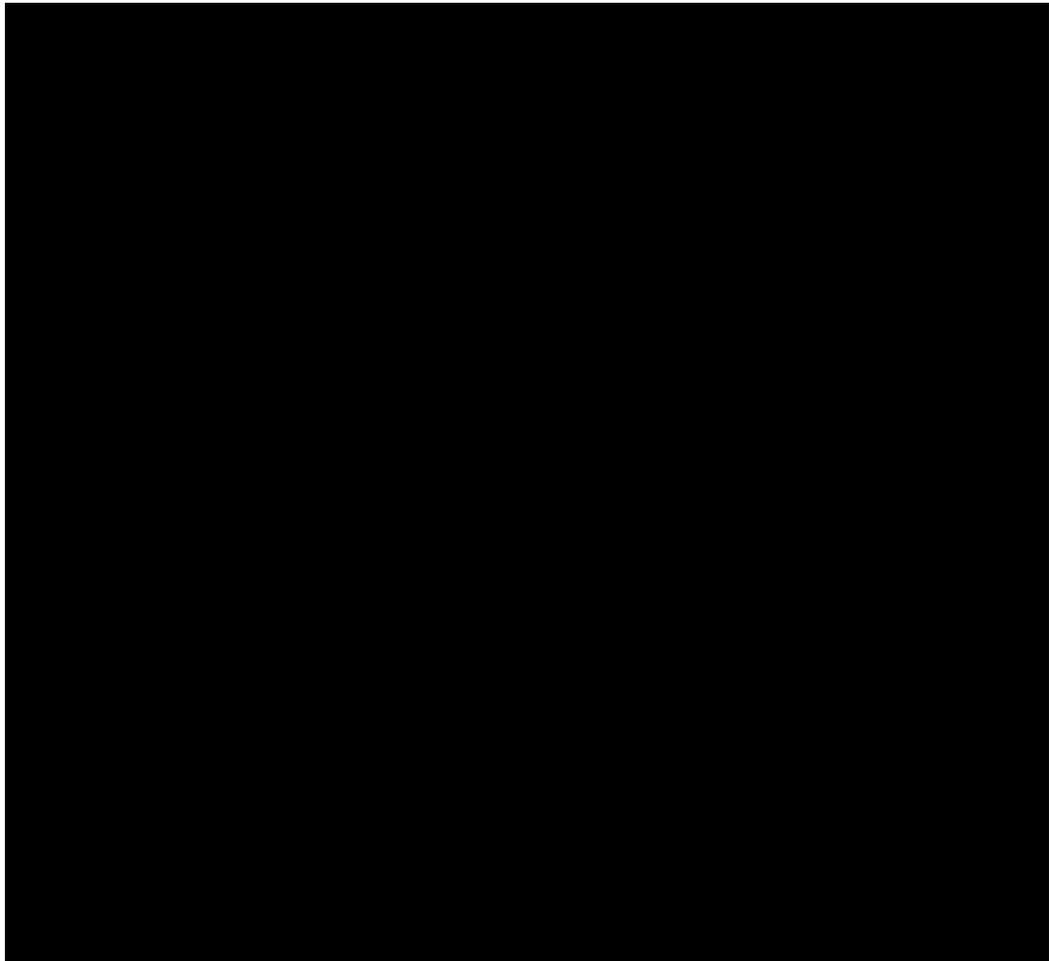
32.11 Termination for convenience

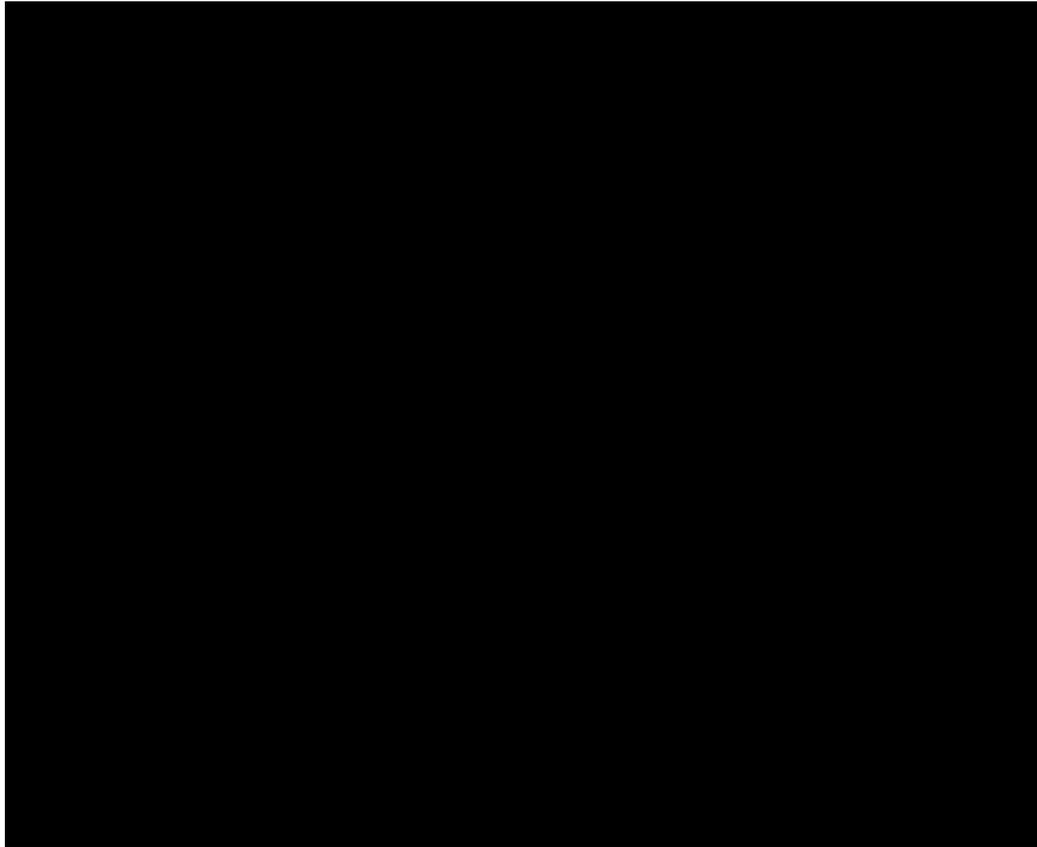
Without prejudice to any of the Principal's other rights, entitlements or powers under this deed, the Principal may:

- (a) at any time for its sole convenience, and for any reason, by written notice to the PS Contractor terminate this deed effective from the time stated in the notice or if no such time is stated, at the time the notice is given to the PS Contractor; and
- (b) thereafter, at the Principal's absolute discretion, complete the uncompleted part of the PS Contractor's Activities or the Project Works either itself or by engaging other contractors.

32.12 Payment for termination for convenience, repudiation or wrongful termination

(a) **(PS Contractor entitlements)** If the Principal terminates this deed under:





- (b) **(Obligation to mitigate)** The PS Contractor must take all steps possible to mitigate the costs referred to in clause 32.12(a)(iv) to clause 32.12(a)(vii).
- (c) **(Return of unconditional undertakings)** To the extent it has not had recourse to them, the Principal will return all unconditional undertakings then held by the Principal when the PS Contractor has complied with all of its obligations under this clause 32.
- (d) **(No further Liability)** The amounts to which the PS Contractor is entitled under this clause 32.12 are a limitation on the Principal's Liability to the PS Contractor arising out of, or in any way in connection with, the termination of this deed and the Principal will otherwise have no Liability to the PS Contractor upon any Claim arising out of, or in any way in connection with, the termination of this deed.
- (e) **(Survival)** This clause 32.12 will survive the termination of this deed.

32.13 Termination by frustration

- (a) **(PS Contractor entitlements)** If this deed is frustrated in accordance with Law, the Principal will:
 - (i) pay the PS Contractor the amounts referred to clause 32.12(a)(iii) to clause 32.12(a)(vii), as determined by the Principal's Representative; and
 - (ii) to the extent it has not had recourse to them, the Principal will return all unconditional undertakings then held by the Principal when the PS Contractor has complied with all of its obligations under this clause 32.
- (b) **(No further Liability)** The amounts to which the PS Contractor is entitled under this clause 32.13 are a limitation on the Principal's Liability to the PS Contractor arising out of, or in any way in connection with, the frustration of this deed and the

Principal will otherwise have no Liability to the PS Contractor upon any Claim arising out of, or in any way in connection with, the frustration of this deed.

- (c) **(Survival)** This clause 32.13 will survive the termination of this deed.

32.14 **Preservation of rights**

- (a) **(No prejudice)** Nothing in this clause 32 or that the Principal does or fails to do pursuant to this clause 32 will prejudice the right of the Principal to exercise any right or remedy which it may have, including where the PS Contractor breaches or repudiates this deed.
- (b) **(Direct deeds)** The Principal's rights and entitlements set out in this clause 32 are in addition to the Principal's rights and entitlements under any other Significant Subcontractor Direct Deed.

32.15 **Not used**

33. **CONFIDENTIALITY AND PERMITTED DISCLOSURE**

33.1 **Confidentiality**

- (a) **(Keep confidential)** Subject to clause 33.1(b) and clause 33.1(c), the PS Contractor must:
- (i) keep the PS Station Contract Documents, all Information Documents and any information relating to the Project Works, the Temporary Works, the PS Contractor's Activities and any discussions concerning the PS Station Contract Documents or any Information Documents (together the **Information**) confidential;
 - (ii) not use the Information except as necessary for the performance of the PS Contractor's Activities; and
 - (iii) ensure that each of its Associates comply with clause 33.1(a)(i) and clause 33.1(a)(ii).
- (b) **(No obligation to keep confidential)** The PS Contractor is not obliged to keep any Information confidential to the extent:
- (i) that Information is in the public domain through no default of the PS Contractor;
 - (ii) that Information is:
 - (A) required to be disclosed by Law or the listing rules of any recognised stock exchange (to the extent applicable to it); or
 - (B) given to a court in the course of proceedings to which the PS Contractor is a party; or
 - (iii) the Principal consents in writing to the disclosure of that Information.
- (c) **(Provision to other parties)** Subject to clause 33.1(a)(iii), the PS Contractor may provide the Information to its Subcontractors, employees, agents, advisors, equity investors and each of these parties' advisors as is necessary to enable the PS Contractor to perform its obligations under this deed or any other PS Station Contract Document, provided that the PS Contractor ensures that the relevant

recipient is subject to the same obligations of confidentiality as those contained in this deed.

33.2 Principal's Public Disclosure Obligations

- (a) **(PS Contractor acknowledgement)** The PS Contractor acknowledges and agrees that the Principal, the State or any Authority may be required to disclose the PS Station Contract Documents and information concerning the PS Station Contract Documents and the PS Contractor's Activities:
- (i) under the GIPA Act or any similar legislation;
 - (ii) by Law; or
 - (iii) to satisfy the disclosure requirements of the NSW Auditor General or to satisfy the requirements of Parliamentary accountability,
- (Public Disclosure Obligations).**
- (b) **(PS Contractor assistance)** The PS Contractor must, at its own Cost, use all reasonable endeavours to assist the Principal, the State or an Authority to meet its Public Disclosure Obligations.

33.3 Media requests

Without limiting clause 33.1 (*Confidentiality*) and clause 33.2 (*Principal's Public Disclosure Obligations*), if the PS Contractor receives a request from the media for comment with respect to any aspect of the PS Contractor's Activities, the PS Contractor must:

- (a) promptly provide details of the request to the Principal;
- (b) in relation to the matters contemplated by the Community Communications Strategy, respond only in accordance with the requirements of that Project Plan; and
- (c) in relation to matters not contemplated by the Community Communications Strategy, not respond without the prior written consent of the Principal (such consent not to be unreasonably withheld or delayed).

34. ASSIGNMENT AND CHANGE IN CONTROL

34.1 Assignment by the PS Contractor

- (a) **(No assignment without consent)** Subject to the remainder of this clause 34.1, the PS Contractor must not assign, transfer, novate, grant a Security Interest over, or otherwise dispose of or deal with all or any benefit, right or interest under or in:
- (i) the PS Station Contract Documents; or
 - (ii) prior to the OSD Date of Completion:
 - (A) the Construction Site; or
 - (B) the Principal's Land,
- without the Principal's prior written consent (which may be given or withheld in its absolute discretion).
- (b) **(Conditions of assignment or novation)** It will be a condition of any assignment or novation of this deed in accordance with clause 34.1(a) that the proposed

counterparty provides a parent company guarantee in a form satisfactory to the Principal from a parent company with a long term credit rating and financial standing acceptable to the Principal (in its absolute discretion).

34.2 Assignment and novation by the Principal

- (a) Without limiting clause 40.16 (*Transfer of functions or Public Transport Agency assets*), the Principal may:
 - (i) assign, novate or otherwise transfer all or any part of its rights under this deed without the PS Contractor's prior approval, provided that the assignee, novatee or transferee (as applicable) is an authority of the State, a Minister or a government entity including a wholly owned State corporation or any other entity that is wholly owned or controlled by the State;
 - (ii) not otherwise assign, novate or otherwise transfer all or any part of its rights under this deed without the PS Contractor's prior written consent (which must not be unreasonably withheld or delayed); and
 - (iii) disclose to a proposed assignee, novatee or transferee any information in the possession of the Principal relating to the PS Contractor.
- (b) In the case of a novation by the Principal under this clause:
 - (i) the Principal will be released from its obligations under this deed and the respective rights of the Principal and the PS Contractor against one another under this deed will cease;
 - (ii) the novated deed will be on the same terms as this deed, such that the incoming party and the PS Contractor will assume the same obligations to one another and acquire the identical rights against one another as the rights and obligations discharged under clause 34.2(b)(i), except that the incoming party replaces the Principal for all purposes under the deed; and
 - (iii) the PS Contractor consents to the disclosure by or on behalf of the Principal to the incoming party of their confidential information for the purposes of the novation.
- (c) The Principal may at any time enter into any subcontracting, delegation or agency agreements or arrangements in relation to any of its functions.

34.3 Change in control of an entity that comprises the PS Contractor

- (a) Subject to the terms of this clause 34.3, the PS Contractor must ensure that there is no Change in Control of any entity that comprises the PS Contractor without the prior written consent of the Principal (which must not be unreasonably withheld).
- (b) The PS Contractor must notify the Principal in writing of any proposed Change in Control of any entity that comprises the PS Contractor, and provide:
 - (i) full details of the Change in Control, including the acquisition of voting power, the change in equity interests or any other event which will cause or constitute the Change in Control; and
 - (ii) all other information necessary for the Principal to determine whether to exercise its rights under clause 34.3(d), in relation to the Change in Control of the relevant entity that comprises the PS Contractor.

- (c) The Principal's approval is not required for a Change in Control arising from:
 - (i) a transfer of any share or unit or other interest in the nature of equity which is listed on a recognised stock exchange; or
 - (ii) any transfer of a share or unit or other interest in the nature of equity by a person to a Related Body Corporate of that person, provided the PS Contractor gives the Principal prior written notice of the transfer.
- (d) The Principal will be deemed to be acting reasonably if it withholds its approval to a Change in Control of an entity that comprises the PS Contractor where the Principal is of the reasonable opinion that:
 - (i) the person or entity which will exercise Control of the PS Contractor or the relevant entity that comprises the PS Contractor:
 - (A) is not solvent and reputable;
 - (B) has an interest or duty which conflicts in a material way with the interests of the Principal; or
 - (C) is involved in a business or activity which is incompatible, or inappropriate, in relation to Sydney Metro City & Southwest; or
 - (ii) as a result of the Change in Control, the PS Contractor will no longer:
 - (A) have sufficient expertise and ability; or
 - (B) be of sufficiently high financial and commercial standing, to properly carry out the obligations of the PS Contractor under this deed.
- (e) If a Change in Control of any entity that comprises the PS Contractor occurs without the permission of the Principal (other than a Change in Control permitted under clause 34.3(c)), the PS Contractor acknowledges that the Principal may terminate this deed by notice in writing to the PS Contractor.
- (f) The Principal's approval of a Change in Control of any entity that comprises the PS Contractor will not relieve the PS Contractor of any of its obligations under this deed.

34.4 Change in control of the PS Contractor Guarantor

- (a) Subject to the terms of this clause 34.4, the PS Contractor must ensure that there is no Change in Control of the PS Contractor Guarantor without the prior written consent of the Principal (which must not be unreasonably withheld).
- (b) The PS Contractor must notify the Principal in writing of any proposed Change in Control of the PS Contractor Guarantor, and provide:
 - (i) full details of the Change in Control, including the acquisition of voting power, the change in equity interests or any other event which will cause or constitute the Change in Control; and
 - (ii) all other information necessary for the Principal to determine whether to exercise its rights under clause 34.4(d), in relation to the Change in Control of the PS Contractor Guarantor.

- (c) The Principal's approval is not required for a Change in Control arising from:
 - (i) a transfer of any share or unit or other interest in the nature of equity which is listed on a recognised stock exchange; or
 - (ii) any transfer of a share or unit or other interest in the nature of equity by a person to a Related Entity of that person, provided the PS Contractor gives the Principal prior written notice of the transfer.
- (d) The Principal will be deemed to be acting reasonably if it withholds its approval to a Change in Control of the PS Contractor Guarantor where the Principal is of the reasonable opinion that:
 - (i) the person or entity which will exercise Control of the PS Contractor Guarantor:
 - (A) is not solvent and reputable;
 - (B) has an interest or duty which conflicts in a material way with the interests of the Principal; or
 - (C) is involved in a business or activity which is incompatible, or inappropriate, in relation to Sydney Metro City & Southwest; or
 - (ii) as a result of the Change in Control, the PS Contractor Guarantor will no longer:
 - (A) have sufficient expertise and ability; or
 - (B) be of sufficiently high financial and commercial standing, to properly carry out the obligations of the PS Contractor Guarantor under the Parent Company Guarantee.
- (e) If a Change in Control of the PS Contractor Guarantor occurs without the permission of the Principal (other than a Change in Control permitted under clause 34.4(c)), the PS Contractor acknowledges that the Principal may terminate this deed by notice in writing to the PS Contractor.
- (f) The Principal's approval of a Change in Control of the PS Contractor Guarantor will not relieve the PS Contractor of any of its obligations under this deed.

35. **DISPUTE RESOLUTION**

Any dispute, difference, controversy or Claim (**Dispute**) directly or indirectly based upon, arising out of, relating to or in connection with this deed or the Project Works, the Temporary Works or the PS Contractor's Activities, including any questions relating to the existence, validity or termination of this deed, but excluding a failure by a party to comply with a final and binding decision of the Expert, must be resolved in accordance with the Dispute Procedure.

36. **REPRESENTATIONS AND WARRANTIES**

36.1 **Principal's representations and warranties**

The Principal represents and warrants for the benefit of the PS Contractor that:

- (a) (**statutory body**) it is a statutory body validly constituted and existing under the Transport Administration Act;

- (b) **(all authorisations)** it has or will have in full force and effect all authorisations necessary under its constituent legislation to enter into and perform its obligations under each of the Principal PS Station Contract Documents (or will have them in full force and effect at the time the obligation is to be performed);
- (c) **(binding obligations)** each of the Principal PS Station Contract Documents constitutes a valid and legally binding obligation of it in accordance with its terms; and
- (d) **(non-violation of Law)** the execution, delivery and performance of each of the Principal PS Station Contract Document by the Principal does not violate any Law, or any document or agreement to which it is a party or which is binding on it or its assets.

36.2 PS Contractor representations and warranties

The PS Contractor represents and warrants for the benefit of the Principal that:

- (a) **(incorporated)** it has been incorporated as a company limited by shares in accordance with the Law of its place of incorporation, is validly existing under that Law and has power and authority to carry on its business as it is now being conducted;
- (b) **(properly constituted)** it is duly registered, properly constituted and remains in existence;
- (c) **(power)** it has, or will have (in respect of those PS Station Contract Documents still to be executed as at the date of this deed), power to enter into the PS Station Contract Documents to which it is or will be a party and comply with its obligations under them;
- (d) **(all authorisations)** it has, or will have (in respect of those PS Station Contract Documents still to be executed as at the date of this deed) in full force and effect the authorisations necessary for it to enter into the PS Station Contract Documents to which it is or will be a party, to comply with its obligations under them and to allow them to be enforced;
- (e) **(binding obligations)** its obligations under the PS Station Contract Documents (once executed) are valid and binding and are enforceable against it in accordance with their terms;
- (f) **(no contravention)** the PS Station Contract Documents and the transactions under them which involve it do not contravene its constituent documents or any Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers or the powers of its directors to be exceeded;
- (g) **(benefits)** it benefits by entering into the PS Station Contract Documents to which it is or will be a party;
- (h) **(trustee)** it is not the trustee or responsible entity of any trust, nor does it hold any property subject to or impressed by any trust;
- (i) **(payment of debts)** there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (j) **(no breach)** it is not in breach of a Law or obligation affecting it or its assets in a way which is, or is likely to have, a material adverse effect on its ability to comply with its obligations under this deed and it is not in default of its material obligations under any of the PS Station Contract Documents;

- (k) **(consolidated group)** except as disclosed in writing to the Principal prior to the date of this deed, it is not a member of any consolidated group for purposes of the *Income Tax Assessment Act 1997* (Cth);
- (l) **(no Event of Default)** no PS Contractor Event of Default has occurred or is subsisting;
- (m) **(no Liabilities)** it has not traded since its incorporation other than for the purposes of entering into the PS Station Contract Documents to which it is a party and has no Liabilities other than those that have arisen in connection with entering into those PS Station Contract Documents;
- (n) **(no immunity)** it does not have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise);
- (o) **(no material change)** there has been no material change in the financial condition of the PS Contractor (since its incorporation) which would prejudice the ability of the PS Contractor to perform its obligations under the PS Station Contract Documents;
- (p) **(full disclosure)** it is not aware of any material facts or circumstances that have not been disclosed to the Principal and which might, if disclosed, materially adversely affect the decision of a prudent person considering whether or not to enter into this deed with the PS Contractor;
- (q) **(no litigation)** no litigation, arbitration, mediation, conciliation, criminal or administrative procedures are current, pending or to its knowledge, threatened, which, if adversely determined, would or could have a material adverse effect on it or its ability to perform its financial or other obligations under any PS Station Contract Document to which it is a party; and
- (r) **(FIRB)** the Treasurer of the Commonwealth of Australia cannot prohibit and has not prohibited this deed under the FIRB Act.

36.3 Repetition of representation and warranties

The representations and warranties contained in clause 36.2(k), clause 36.2(l), clause 36.2(p) and clause 36.2(r) are made on the date of this deed. Each other representation and warranty contained in clause 36.2 (*PS Contractor representations and warranties*):

- (a) is made on the date of this deed; and
- (b) will be deemed to be repeated on each anniversary of the date of this deed up to and including the expiry of the last Defects Correction Period under this deed,

with reference to the facts and circumstances then subsisting.

36.4 Obligations not affected

The PS Contractor acknowledges that the representations and warranties in this clause 36 and the PS Contractor's obligations under the PS Station Contract Documents remain unaffected notwithstanding any receipt or review of, or comment or Direction on, documentation prepared by the PS Contractor.

36.5 Undertakings by each party

Each party undertakes to notify the other party promptly if any representation or warranty made or taken to be made by or on behalf of the party in connection with a PS Station Contract Document other than this deed is found, having regard to the other party's rights under, or by virtue of this deed, to be materially incorrect or materially misleading when made or taken to be made.

37. NOTIFICATION OF CLAIMS

37.1 Purpose of notification

- (a) **(Notice)** The parties acknowledge that notices are required to be given in the form and in the time required by this deed to give the Principal an opportunity to:
- (i) assess the matters the subject of the Claim based on complete information at the time the circumstances giving rise to a Claim occur; and
 - (ii) consider what steps could be taken to mitigate or avoid the impact of the Claim or the circumstances giving rise to the Claim including those which may have an impact on the relationship between the Principal and Interface Contractors, Third Parties and other stakeholders.
- (b) **(Prejudice)** The PS Contractor acknowledges that the Principal will be prejudiced and may lose its rights under arrangements with Interface Contractors, Third Parties and other stakeholders if the notices are not given by the PS Contractor in the time required under this deed.

37.2 Notices of Claims

Except for Claims for:

- (a) an extension of time under clause 21.6 (*Extensions of time*); or
- (b) payment under clause 28 (*Payment*),

the PS Contractor must give the Principal's Representative the notices required by clause 37.3 (*Prescribed notices*) in relation to any Claim against the Principal in respect of any Direction by the Principal's Representative or any other fact, matter or thing (including for a Contract Sum Adjustment Event or a breach of this deed by the Principal) under, arising out of, or in any way in connection with, the PS Contractor's Activities, the Project Works or this deed.

37.3 Prescribed notices

The notices referred to in clause 37.2 (*Notices of Claims*) are:

- (a) **(notice of Direction for a Modification)** if the PS Contractor considers that a Direction from the Principal is a Direction to perform a Modification but is not in the form of a Modification Order then, before implementing the Direction, and in any event within 10 Business Days of the Direction, a written notice specifying the Direction, and the facts, matters and circumstances which give rise to the assertion that it constitutes a Direction for a Modification sufficient for the Principal to be able to ascertain whether or not the Direction was for a Modification;
- (b) **(written notice)** a written notice within 10 Business Days after the first occurrence of the Direction or other fact, matter or thing upon which the Claim is based, expressly specifying:

- (i) that the PS Contractor proposes to make a Claim;
 - (ii) the relevant clause of the deed under which the Claim is made; and
 - (iii) the Direction or other fact, matter or thing upon which the Claim will be based;
- (c) (**written Claim**) a written Claim within 15 Business Days after giving the written notice under clause 37.3(b), which must contain sufficient detail for a party to determine whether or not the PS Contractor has an entitlement to make a Claim and the valuation of the Claim including:
- (i) detailed particulars of the Direction or other fact, matter or thing upon which the Claim is based;
 - (ii) the legal basis for the Claim including if it is based on a term of this deed, the specific term;
 - (iii) the facts and evidence relied upon in support of the entitlement to make a Claim and the valuation of the Claim; and
 - (iv) details of the valuation claimed and how it has been calculated (including, to the extent costs have not yet been incurred, an estimate of the amount to which the PS Contractor is entitled under the deed); and
- (d) (**continuing events**) if the Direction or fact, matter or thing upon which a Claim is based or the consequences of the Direction or fact, matter or thing continue for more than 10 Business Days, the information required by clause 37.3(c) must be provided every 20 Business Days after the written claim under clause 37.3(c), until after the Direction or fact, matter or thing upon which the Claim is based, has, or the consequences thereof have, ceased.

37.4 **No Liability**

If, in relation to a Claim, the PS Contractor fails to deliver notices in the form and within the time required by clause 37.3 (*Prescribed notices*) the Principal will have no Liability to the PS Contractor in relation to the Claim arising out of or in any way in connection with, the relevant Direction or fact, matter or thing.

37.5 **Other provisions unaffected**

Nothing in this clause 37 will limit the operation or effect of any other provision of this deed which:

- (a) requires the PS Contractor to give notice to the Principal's Representative in order to preserve an entitlement to make a Claim against the Principal; or
- (b) excludes the Liability of the Principal.

38. **COSTS**

Unless otherwise expressly provided for in this deed, each party agrees to pay its own Costs of and incidental to the negotiation and execution of this deed.

39. **NOTICES**

- (a) (**Meaning of Notice**) Wherever referred to in this clause 39, **Notice** means each communication (including each notice, consent, approval, request and demand) under or in connection with this deed.

- (b) **(PDCS)** At any time and from time to time, the Principal's Representative may notify the PS Contractor that a PDCS will be used for giving Notices under or in connection with this deed. The Principal's Representative's notice will set out:
- (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the parties to use the PDCS;
 - (iv) any requirement for specific notices (eg notice of Claims);
 - (v) the name and contact details of any additional person which the Principal nominates for receipt of Notices under this deed; and
 - (vi) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (c) **(No PDCS)** At any time and from time to time, the Principal's Representative may notify the PS Contractor that a PDCS will not be used for giving certain Notices under or in connection with this deed. The Principal's Representative's notice will state that such Notices will be given in accordance with clause 39(d)(i) and must be given 10 Business Days prior to the implementation of any such change to the notice arrangements.
- (d) **(Content of Notice)** Each Notice must:
- (i) before the date referred to in clause 39(b)(ii) or where clause 39(c) applies:
 - (A) be in writing;
 - (B) be addressed:
 - (aa) in the case of a Notice from the PS Contractor, to the Principal's Representative; or
 - (bb) in the case of a Notice from the Principal, to the PS Contractor's Representative;
 - (C) comply with any requirements for specific notices (eg notices of Claims) specified by the Principal in writing;
 - (D) be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party; and
 - (E) be delivered or posted to the address or sent to the email address shown in item 11 or item 12 (as relevant) of the Reference Schedule (or to any new address or email address notified by the intended recipient); and
 - (ii) on and from the commencement date for use of the PDCS referred to in clause 39(b)(ii) (other than where clause 39(c) applies):
 - (A) be sent through the PDCS in accordance with the requirements set out in clause 39(f):

- (aa) in the case of a Notice to the Principal, be addressed to the Principal's Representative; and
 - (bb) in the case of a Notice to the PS Contractor, be addressed to the PS Contractor's Representative; or
- (B) in circumstances where the PDCS is temporarily disabled or not operating for a period in excess of 2 hours, be issued in accordance with clause 39(d)(i).
- (e) **(Communication received)** A communication is taken to be received by the addressee:
 - (i) (in the case of a Notice sent through the PDCS) at the time recorded on the PDCS as being the time at which the Notice was sent;
 - (ii) (in the case of prepaid post sent to an address in the same country) 2 Business Days after the date of posting;
 - (iii) (in the case of international post) 7 Business Days after the date of posting;
 - (iv) (in the case of delivery by hand) on delivery; and
 - (v) (in the case of email):
 - (A) if it is transmitted by 5:00pm (Sydney time) on a Business Day – on that Business Day; or
 - (B) if it is transmitted after 5:00pm (Sydney time) on a Business Day, or on a day that is not a Business Day – on the next Business Day.
- (f) **(PDCS Notices)** With respect to Notices sent through the PDCS:
 - (i) all Notices must be submitted by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
 - (ii) only the text in any Notice, or subject to clause 39(f)(iii), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
 - (iii) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (A) .pdf format;
 - (B) a format compatible with Microsoft Office; or
 - (C) such other format as may be agreed between the parties in writing from time to time.
- (g) **(PS Contractor warranties)** The PS Contractor warrants that it will:
 - (i) ensure that relevant trained personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (ii) comply with any user guide and protocol with respect to the PDCS provided by the Principal to the PS Contractor from time to time and all necessary training required by the Principal's Representative;

- (iii) advise the Principal's Representatives of which personnel require access to the PDCS; and
 - (iv) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 39(d)(ii)(B) to the Principal's Representative through the PDCS.
- (h) **(No Liability)** The Principal has no Liability for any Losses the PS Contractor may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS.
- (i) **(Interface Contractor)** If this deed requires the PS Contractor to provide any documents, notices or other communications to an Interface Contractor, the PS Contractor must address those communications to the relevant Interface Contractor:
- (i) at the address notified by the Principal to the PS Contractor; or
 - (ii) if required by the Principal, by way of the PDCS.

40. GENERAL

40.1 Governing Law and jurisdiction

- (a) This deed is governed by and must be constructed according to the Law in force in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed.

40.2 Amendments

This deed may only be amended, varied or replaced by written agreement executed by or on behalf of each party.

40.3 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under this deed by a party does not preclude, or operate as a waiver of, the 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) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver by the Principal of:
 - (i) a breach of a term of this deed; or
 - (ii) any other failure by the PS Contractor to comply with a requirement of this deed, including any requirement to give any notice which it is required to give in order to preserve its entitlement to make any Claim against the Principal,

operates as a waiver of another breach of that term or of a breach of any other term of this deed or failure to comply with any other requirement of this deed.

40.4 **Survival of certain provisions; no merger**

- (a) **(Surviving clauses)** Without limiting clause 40.12(a) or the schedules to this deed:
- (i) clause 1 (*Definitions and interpretation*), clause 3 (*Security*), clause 10.2 (*Information Documents*), clause 25 (*Intellectual Property rights*), clause 28.9 (*Right of set-off*), clause 28.13 (*Interest*), clause 29 (*GST*), clause 31 (*Liability*), clause 32.7 (*Principal's rights after take out or termination*), clause 32.8 (*Principal's entitlements after take-out*), clause 32.9 (*Principal's rights after termination*), clause 32.10 (*PS Contractor's rights after repudiation or wrongful termination*), clause 32.11(b), clause 32.12 (*Payment for termination for convenience, repudiation or wrongful termination*), clause 32.13 (*Termination by frustration*), clause 33 (*Confidentiality and permitted disclosure*), clause 35 (*Dispute resolution*), clause 37 (*Notification of Claims*), clause 39 (*Notices*), clause 40 (*General*), the representations, warranties and indemnities given by the PS Contractor under this deed and any other provisions which are expressed to survive termination or by implication from their nature are intended to survive termination (together, the **Surviving Clauses**) and any rights arising on termination will survive rescission, termination or expiration of this deed; and
 - (ii) if this deed is rescinded or terminated, no party will be liable to any other party except:
 - (A) under the Surviving Clauses; or
 - (B) in respect of any breach of this deed occurring before such rescission or termination.
- (b) **(No merger)** No right or obligation of any party will merge on completion of any transaction under this deed. All rights and obligations under this deed survive the execution and delivery of any transfer or other document which implements any transaction under this deed.

40.5 **Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by Law or reasonably requested by another party to give effect to this deed.

40.6 **Liability for Taxes**

Except as otherwise specified in this deed, the PS Contractor must pay or reimburse the Principal on demand for the Costs of the Principal (including legal Costs on a solicitor and own client basis) in connection with any Taxes which may be payable or determined to be payable in connection with this deed.

40.7 **Consents**

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

40.8 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

40.9 Exercise of remedies

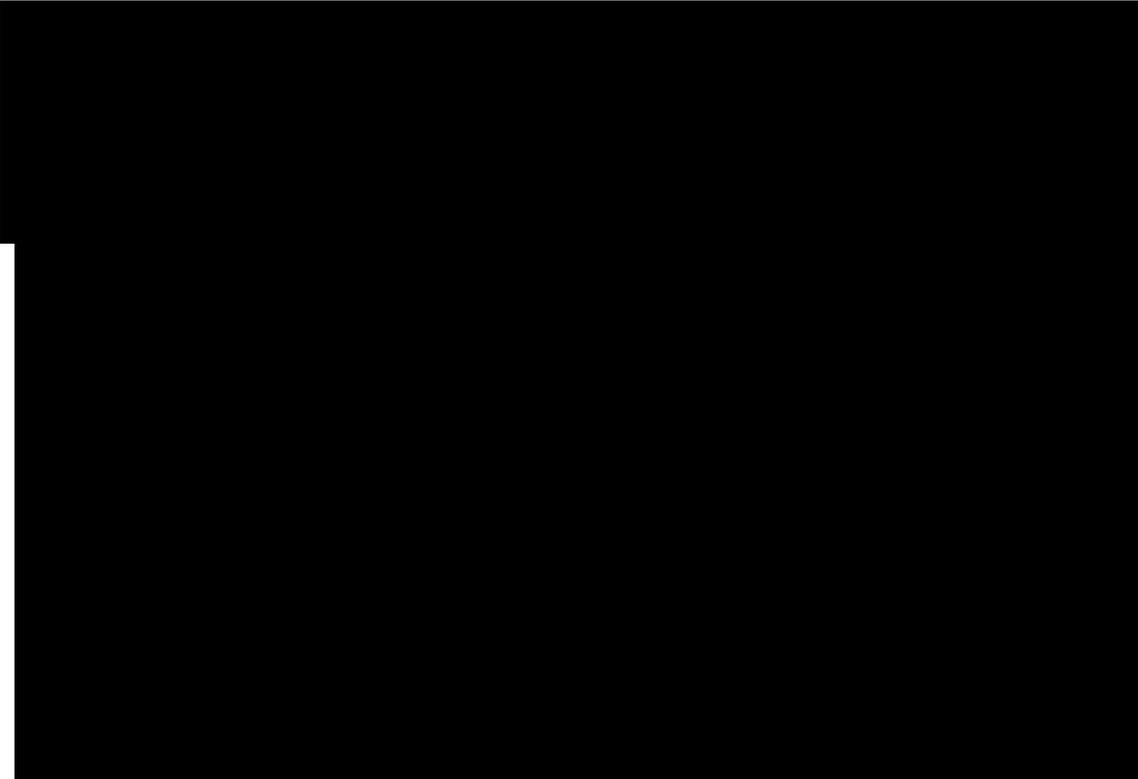
- (a) If the PS Contractor breaches any of its obligations under this deed or any other PS Station Contract Document, the Principal may exercise any or all of the rights and powers and pursue any or all of the remedies available to the Principal under the PS Station Contract Documents and/or enforce any other legal or equitable remedy available under applicable Law.
- (b) Each and every right, power and remedy of the Principal will be cumulative and in addition to any other right, power and remedy, whether under a PS Station Contract Document or applicable Law, which may be exercised by the Principal and the exercise of a right, power or remedy will not be construed to be a waiver of the right to exercise any other right, power or remedy.
- (c) No delay or omission by the Principal in the exercise of any right, power or remedy will impair such right, power or remedy or constitute a waiver of the relevant breach.

40.10 Entire agreement

To the extent permitted by Law, in relation to its subject matter, this deed embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties and supersedes any prior written or other agreement of the parties.

40.11 Joint and several liability

- (a) The rights and obligations of the Principal and the PS Contractor, if more than one person, under this deed, are joint and several.
- (b) Each person constituting the PS Contractor 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.



40.13 Excluding liability

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

40.14 Severability

If, at any time, any provision of this deed is or becomes void, illegal, invalid or unenforceable in any respect under the Law of any jurisdiction (including the SOP Act), then:

- (a) that will not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
 - (ii) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this deed; and
- (b) the provision will be construed in a manner which:
 - (i) avoids the provision being void, illegal, invalid or unenforceable; and
 - (ii) subject to clause 40.14(b)(i), preserves to the maximum possible extent:
 - (A) the enforceability of the provision and the provisions of this deed; and
 - (B) the original effect and intent of this deed.

40.15 Relationship between the Principal and PS Contractor

Nothing in, or contemplated by, this deed or any other PS Station Contract Document will be construed or interpreted as:

- (a) constituting a relationship between the Principal and the PS Contractor, or any other person, of partners, joint venturers, fiduciaries, employer and employee or principal and agent;
- (b) imposing any general duty of good faith on the Principal to the PS Contractor or the PS Contractor's Associates in relation to or arising out of this deed, other than to comply with the obligations (if any) expressly stated to be assumed by the Principal under this deed or any other PS Station Contract Document on a good faith basis; or
- (c) imposing any general duty of good faith on the PS Contractor to the Principal or the Principal's Associates in relation to or arising out of this deed, other than to comply with the obligations (if any) expressly stated to be assumed by the PS Contractor under this deed or any other PS Station Contract Document on a good faith basis.

40.16 Transfer of functions or Public Transport Agency assets

- (a) The parties acknowledge that:
 - (i) a Public Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Public Transport Agency may be transferred to or vested in another entity;
 - (ii) if a Public Transport Agency is reconstituted, renamed, dissolved, replaced or restructured and/or some or all of that Public Transport Agency's powers, functions, rights or responsibilities are transferred to or vested in another entity, then unless otherwise notified by the Public Transport Agency, references in this deed to that Public Transport Agency must, subject to any facilitative legislation, be deemed to refer, as applicable, to the reconstituted, renamed, restructured or new entity or entity replacing that Public Transport Agency to the extent that such entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and
 - (iii) a Public Transport Agency may be required to or may, at its absolute discretion, elect to (including as a result of changes to New South Wales government policy or directions) acquire, or dispose of, any property or assets.
- (b) The PS Contractor acknowledges and agrees that it must, to the extent required by a Public Transport Agency and without limiting any facilitative legislation, negotiate in good faith any variations required to any PS Station Contract Document, or any replacement agreement or agreements for any PS Station Contract Document to give effect to a Public Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.
- (c) The PS Contractor will be taken for all purposes to have consented to, and will not have, and no Public Transport Agency will be liable for, any claim as a result of any action, matter or circumstance referred to in, or contemplated by this clause 40.16.
- (d) For the purposes of this clause 40.16 "another entity" means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation.

40.17 **Principal not Liable**

Except to the extent expressly provided for in this deed, the Principal has no Liability for any Loss caused by or Claim in relation to the exercise or attempted exercise of, failure to exercise, or delay in exercising a right, power or remedy.

40.18 **Supervening legislation**

Any present or future legislation which operates to vary the obligations of the PS Contractor in connection with this deed with the result that the Principal's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded, except to the extent that its exclusion is prohibited or rendered ineffective by Law.

40.19 **Set off of unliquidated amounts**

Except to the extent expressly provided for in this deed a party cannot set off any unliquidated amount owing by it to the other party under this deed arising from a breach of this deed by that party, against any liquidated amount owing by that other party.

40.20 **Continuing breaches**

The expiry or termination of this deed does not affect the rights of the parties to this deed for a breach of this deed by the other party or parties before the expiry or termination.

40.21 **Principal may act**

- (a) **(Principal may act)** The Principal may, either itself or by a third party, perform an obligation under this deed that the PS Contractor was obliged to perform but which it failed to perform.
- (b) **(Costs)** Any Loss suffered or incurred by the Principal in so performing such an obligation will be a debt due from the PS Contractor to the Principal.
- (c) **(No obligation)** Where the Principal or the Principal's Representative is entitled under this deed to exercise any right or power to:
 - (i) direct or instruct the PS Contractor to; or
 - (ii) itself step-in to,

take any action or omit to take any action, it is not obliged to exercise that right or power, and may do so in their absolute discretion.
- (d) **(PS Contractor remains responsible)** Where the Principal or the Principal's Representative does exercise any such right or power, the PS Contractor remains responsible for, controls and assumes the risk of all environmental, health and safety issues relating to the PS Contractor's Activities or the Project Works.

40.22 **Personal Property Securities Act**

- (a) **(Security Interest)** By signing this deed, the PS Contractor acknowledges and agrees that if this deed and the transactions contemplated by it, operate as, or give rise to, a Security Interest, the PS Contractor must do anything (including amending this deed or any other document, executing any new terms or any other document, obtaining consents, getting documents completed and signed and supplying information) that the Principal considers necessary under or as a result of the PPS Act for the purposes of:

- (i) ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under the PPS Act;
 - (ii) enabling the Principal to apply for any registration, or give any notification, in connection with the Security Interest, including the registration of a financing statement or financing change statement; or
 - (iii) enabling the Principal to exercise rights in connection with the Security Interest and this deed.
- (b) **(Provisions not applying)** If Chapter 4 of the PPS Act applies to the enforcement of the Security Interest, the PS Contractor agrees that sections 95, 120, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act will not apply to the enforcement of the Security Interest.
- (c) **(PS Contractor agreements)** The PS Contractor:
- (i) acknowledges that the Security Interests created under or pursuant to this deed relate to collateral and all proceeds in respect of that collateral (until the Principal is paid in full for the collateral);
 - (ii) acknowledges that to the maximum extent permitted by Law, it waives any right to receive a verification statement under the PPS Act in respect of the Security Interest;
 - (iii) undertakes it will not register a financing change statement without the prior written consent of the Principal; and
 - (iv) agrees to waive any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.
- (d) **(No disclosure)** The parties agree that neither of them will disclose information of the kind referred to in section 275(1) of the PPS Act and that this clause constitutes a confidentiality agreement within the meaning of the PPS Act.

40.23 **Vienna Convention**

The United Nations Convention on Contracts for the International Sale of Goods and the *Sale of Goods (Vienna Convention) Act 1986* (NSW) do not apply to this deed.

40.24 **Attorneys**

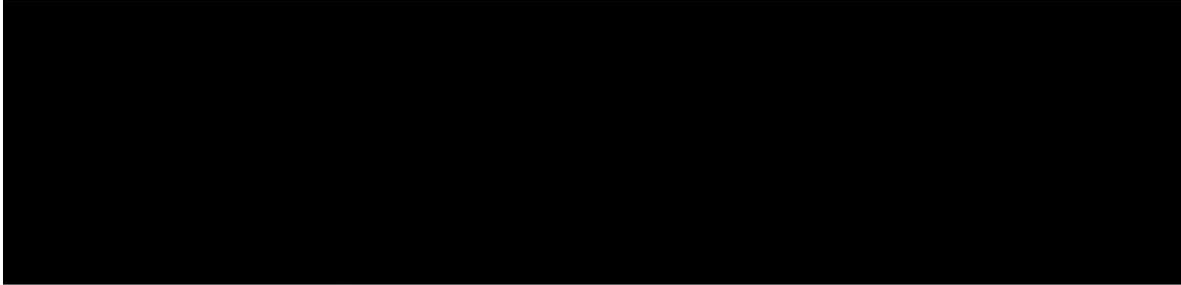
Each person who executes this deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

40.25 **Counterparts**

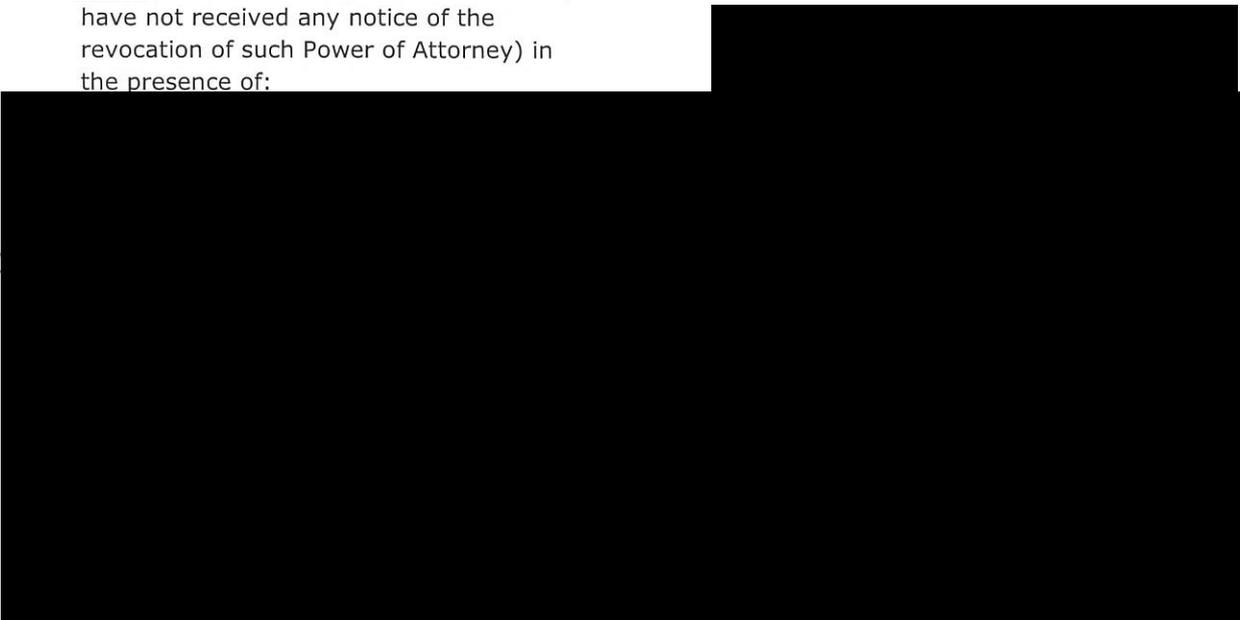
This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

EXECUTED as a deed.

SIGNED for **SYDNEY METRO (ABN 12 354 063 515)** by its duly authorised delegate, in the presence of:



EXECUTED for and on behalf of CPB CONTRACTORS PTY LIMITED (ACN 000 893 667) by its Attorneys under a Power of Attorney dated [REDACTED] (and the Attorneys declare that they have not received any notice of the revocation of such Power of Attorney) in the presence of:



SCHEDULE A1. – REFERENCE SCHEDULE

(Clause 28.12(c), clause 39(d) and Schedule A2)

No	Item	Details
1.	PS Contractor <i>(Definition of PS Contractor)</i>	Name: CPB Contractors Pty Limited ABN: 98 000 893 667 Address: Level 18, 177 Pacific Highway, North Sydney NSW 2060 Contractor Licence No.: 11651
2.	PS North Developer <i>(Definition of PS Developer North)</i>	Name: Pitt Street Developer North Pty Ltd ACN: 635 396 824 Address: Level 19, 19.02, 126 Phillip St, Sydney, NSW 2000
2(a).	PS South Developer <i>(Definition of PS South Developer)</i>	Name: Pitt Street Developer South Pty Ltd ACN: 635 396 815 Address: Level 19, 19.02, 126 Phillip St, Sydney, NSW 2000
3.	PS Contractor Guarantor <i>(Definition of PS Contractor Guarantor and clause 3.4)</i>	Name: [REDACTED] ABN: [REDACTED] Address: [REDACTED]
4.	Not used	Not used
5.	Not used	Not used
6.	Principal's Representative <i>(Definition of Principal's Representative and clause 8.1)</i>	Name: [REDACTED] Delivery Director – Pitt Street Station Email: [REDACTED] Phone: [REDACTED] Any Notice in relation to a Claim or a Dispute must also be sent to the General Counsel [REDACTED] and Deputy General Counsel [REDACTED] of Sydney Metro, or such other person as notified by the General Counsel or the Deputy General Counsel in writing)
7.	PS Contractor's Representative <i>(Definition of PS Contractor's Representative and clause 8.3)</i>	Name: [REDACTED] Delivery Director – Pitt Street Station Email: [REDACTED] Phone: [REDACTED]
8.	Appointed Principal	Name: CPB Contractors Pty Limited

No	Item	Details
	<p>Contractor <i>(Definition of Appointed Principal Contractor and clause 6.3)</i></p>	<p>ABN: 98 000 893 667 Address: Level 18, 177 Pacific Highway, North Sydney NSW 2060</p>
9.	<p>Principal's Land <i>(Definition of Principal's Land)</i></p>	<p>(a) North Site: Lot 20 in Pre-allocated Plan Deposited Plan 1255509, known as 175 Castlereagh Street, Sydney, 40 Park Street, Sydney, 42 Park Street, Sydney, 44 Park Street, Sydney, 46 Park Street, Sydney, 48 Park Street, Sydney, 252-254 Pitt Street, Sydney and 256 Pitt Street, Sydney</p> <p>(b) South Site: Lot 10 in Pre-allocated Plan Deposited Plan 1255507, known as 125-129 Bathurst Street, Sydney, 131-135 Bathurst Street, Sydney, 300 Pitt Street, Sydney and 302 Pitt Street, Sydney</p> <p>(c) Connecting Station Site: Lot 153 in Deposited Plan 1232510</p>
10.	<p>Initial Payment Security Amount and repayment amount <i>(Definition of Initial Payment Security and clause 28.12)</i></p>	<p>[REDACTED]</p>
11.	<p>Principal's Notice details <i>(Clause 39)</i></p>	<p>Address: [REDACTED] Email: [REDACTED] Attention: [REDACTED] and any additional person notified by the Principal in writing (any Notice in relation to a Claim or a Dispute must also be addressed to the General Counsel [REDACTED] and Deputy General Counsel [REDACTED] of Sydney Metro, or such other person as notified by the General Counsel or the Deputy General Counsel in writing)</p>
12.	<p>PS Contractor's Notice details <i>(Clause 39)</i></p>	<p>Address: Level 18, 177 Pacific Highway, North Sydney NSW 2060 Email: [REDACTED] Attention: [REDACTED] and any additional person(s) notified by the PS Contractor in writing.</p>

SCHEDULE A2. – DEFINITIONS

(Clause 1.1)

ABC Commissioner means the commissioner of the Australian Building and Construction Commission referred to in subsection 15(1) of the BCIIP Act.

ABCC means the body referred to in subsection 29(2) of the BCIIP Act.

Acceleration has the meaning given in clause 22.1(a)(ii).

Accepted Defect means a Defect accepted by the Principal under clause 27.5 (*Acceptance of a Defect*).

Accessible means, in relation to a part of the Construction Site, that such part is clean and clear and capable of safe use by the PS Contractor or an Interface Contractor for the purpose of carrying out the relevant works.

Accreditation means accreditation (including provisional accreditation, conditions or restrictions in respect of accreditation or any variation to the accreditation) under Part 3 of the Rail Safety National Law (or an exemption from the same).

Additional Third Party Agreement has the meaning given in clause 13(a)(iv).

Adjoining Owner means an entity identified in Schedule D6 (*Adjoining Properties*) as an "Adjoining Owner".

Adjoining Property means a property specified in Schedule D6 (*Adjoining Properties*).

Adjoining Property Easement means an Easement for Crane Access, Easement for Rock Anchors or Easement for Scaffolding and includes the Adjoining Property Easements contained in Schedule D18 (*Adjoining Property Easements*).

Adjoining Property Owner Agreement means an agreement with an Adjoining Owner substantially in the form of the Pro-forma Adjoining Property Owner Agreement (or such other form as the Principal may agree with any Adjoining Owner) and includes the Adjoining Property Owner Agreements contained in Schedule D5 (*Third Party Agreements*).

AEO or Authorised Engineering Organisation means an organisation providing a defined engineering service or product that has been assessed and granted authorised engineering status for Sydney Metro City & Southwest by the ASA.

Agreed Defect means a Defect which the Principal and the PS Contractor agree in writing or the Principal's Representative otherwise directs does not need to be rectified in order to achieve a Significant Completion.

Appointed Principal Contractor means the entity referred to in item 8 of the Reference Schedule.

Approval means any licence, permit, consent, approval, determination, exemption, certificate or permission from any Authority or under any Law, or any requirement made under any Law, which must be obtained or satisfied (as the case may be) to perform the PS Contractor's Activities but does not include:

- (a) any Direction given by the Principal or the Principal's Representative pursuant to this deed; or
- (b) the exercise by the Principal of its rights under this deed or any other PS Station Contract Document.

Artefact means any fossils, bones, artefacts, coins, articles of antiquity, structures or other remains or things of scientific, geological, historical or archaeological interest.

ASA Authorisation means an authorisation issued by the ASA to a legal entity which verifies that it has the relevant systems in place to carry out the class of Asset Lifecycle work specified in the authorisation.

ASA Charter means the document which identifies the ASA's objectives, functions, powers and governance and the duties of Public Transport Agencies and AEOs in relation to the ASA (as amended from time to time), a copy of which can be found on www.asa.transport.nsw.gov.au.

ASA Requirements has the meaning assigned to it in the ASA Charter.

Asset Lifecycle has the meaning assigned to it in the ASA Charter.

Asset Lifecycle Services means those parts of the PS Contractor's Activities which relate to the Asset Lifecycle of Transport Assets.

Asset Management Information means the information and documents relating to the operation and maintenance of the assets forming the Project Works as required by Appendix F6 of the SWTC.

Asset Standards Authority or **ASA** means the independent unit of that name established within Transport for NSW, the functions of which include setting, controlling, maintaining, owning and publishing the network and asset standards for Transport Assets for the Asset Lifecycle.

Associate means:

- (a) in respect of the Principal, the Principal's Representative and any of the employees, agents, contractors or officers of the Principal or the Principal's Representative to the extent they are engaged on Sydney Metro City & Southwest, but excludes:
 - (i) the Independent Certifier;
 - (ii) the TSE Independent Certifier;
 - (iii) the Environmental Representative;
 - (iv) the PS Contractor and each person listed in paragraph (b) of this definition;
 - (v) any Interface Contractor;
 - (vi) the Operator; and
 - (vii) the employees, agents, consultants and officers of the persons listed in paragraphs (a)(i) to (vi) (inclusive) of this definition; and
- (b) in respect of the PS Contractor:
 - (i) any Subcontractor;
 - (ii) the PS Contractor Guarantor;
 - (iii) not used;
 - (iv) the PS Developers and the PS Developers' Associates; and

- (v) each of the employees, agents, contractors, consultants, officers, licensees and invitees of the PS Contractor and those persons listed in paragraphs (b)(i) to (b)(iv) (inclusive) of this definition (excluding any Interface Contractor and the Independent Certifier and its employees, agents, consultants and officers).

Authorised User has the meaning given in clause 25.1(e).

Authority means:

- (a) any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality;
- (b) any other person having a right to impose a requirement, or whose consent is required, under Law with respect to any part of the PS Contractor's Activities; or
- (c) any other person having jurisdiction over, or ownership of, any Utility Services, the Utility Service Works, any Local Areas or the Local Area Works undertaken on Local Areas, excluding the Operator.

Bank Bill means a bill of exchange (under the *Bills of Exchange Act 1909* (Cth)) which has been accepted by any bank authorised under a Law of the Commonwealth or any State to carry on banking business.

Bank Bill Rate is, for the relevant period:

- (a) the rate, expressed as a yield percent per annum (rounded downwards to 2 decimal places) quoted as the average bid rate on the Reuters monitor system page BBSY (or any page which replaces that page) at about 12:00pm (Sydney time) on the first day of the relevant period, for Bank Bills having a tenor of approximately 90 days; or
- (b) if no average bid rate is published for Bank Bills of that tenor in accordance with paragraph (a) of this definition, the bid rate agreed in good faith by the parties having regard to the rates otherwise bid for Bank Bills having a tenor as described above at or around that time.

BCIIP Act means the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

BMCS Contractor means the contractor identified in Schedule A27 (*Nominated Subcontracts*) that:

- (a) has been engaged by the Principal under a framework agreement; and
- (b) is to be engaged by the PS Contractor under the BMCS DSI Contract in accordance with section 2 of Schedule A27 (*Nominated Subcontracts*) for the provision of the BMCS Works.

BMCS DSI Contract means the Nominated Subcontract to be entered into between the PS Contractor and the BMCS Contractor in respect of the BMCS Works, the form of which is included in Schedule F1 (*Electronic files*).

BMCS Works means the works to be performed by the BMCS Contractor in relation to the Project Works.

Building Code means the *Code for Tendering and Performance of Building Work 2016* (Cth), or any subsequent code of practice which takes effect and supersedes that code.

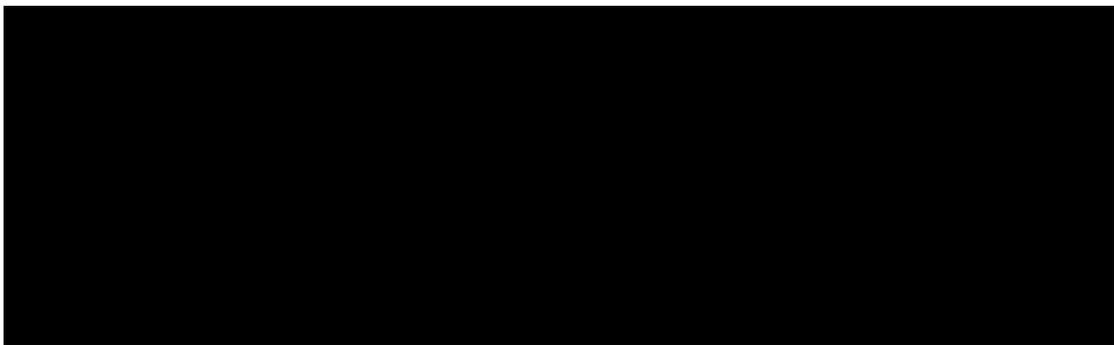
Building Management Statement means a document substantially in the form of a Draft BMS which has been amended in accordance with Schedule D12 (*Subdivision Requirements*) so that it is in a form acceptable to the Principal and the PS Contractor (each acting reasonably).

Building Work has the meaning given in subsection 3(4) of the Building Code.

Business Day means a day on which banks are open for general banking business in Sydney (not being a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December).

Call-off Services means:

- (a) the Post Completion Activities; and
- (b) the videography, filming and editing services described in section 20 of Appendix F5 of the SWTC.



Chain of Responsibility Provisions refers to any section of the Heavy Vehicle National Law under which the PS Contractor is "a party in the chain of responsibility" (within the meaning given to that term under the Heavy Vehicle National Law).

Change in Codes and Standards means a change in the Codes and Standards or a change in a NSW Government Policy (including any new code, standard, specification or guideline which replaces a Code and Standard or any new NSW Government guidelines or requirements which replaces a NSW Government Policy) which takes effect after the date of this deed, excluding a change in the Codes and Standards or change in NSW Government Policy which, as at the date of this deed:

- (a) was published or of which public notice had been given (even as a possible change in the Codes and Standards or possible change in NSW Government Policy); or
- (b) a person experienced and competent in the delivery of works and services similar to the PS Contractor's Activities would have reasonably foreseen or anticipated.

Change in Control means, in respect of an entity, any event occurs such that a change occurs in the Control of that entity.

Change in Law means any of the following which take effect on or after the date of this deed:

- (a) the amendment, repeal or change of an existing Law (other than an Approval or a decision of a court);
- (b) a new Law (other than an Approval or a decision of a court);
- (c) a Change in Codes and Standards which is the subject of a direction under clause 7.3(a)(ii)(B);

(d) where:

- (i) there is a legal challenge brought about by way of commencement of court proceedings in relation to the Planning Approval; or
- (ii) the Planning Approval is modified, withdrawn, revoked, replaced, invalidated or suspended,

except to the extent that the legal challenge, modification, withdrawal, revocation, replacement, invalidation or suspension relates to or arises out of or in connection with (or, in the case of a legal challenge, is upheld due to) a Modification requested by the PS Contractor,

but excludes an amendment, repeal or change of an existing Law or a new Law or judgment:

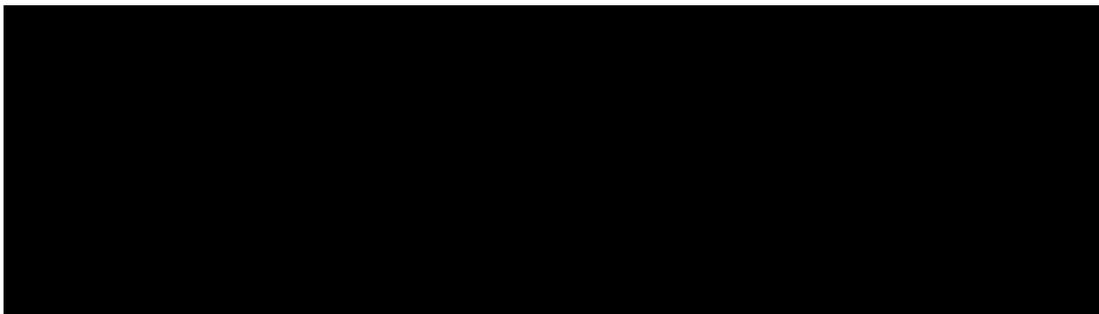
- (e) in respect of Tax;
- (f) which was caused or contributed to by any act or omission of the PS Contractor; or
- (g) which, as at the date of this deed:
 - (i) was published or of which public notice had been given (even as a possible amendment, repeal or change of an existing Law or a possible new Law or judgment); or
 - (ii) a person experienced and competent in the delivery of works and services similar to the PS Contractor's Activities would have reasonably foreseen or anticipated,

in substantially the same form as the amendment, repeal or change of an existing Law or new Law or judgment occurring after the date of this deed.

Claim means a claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Codes and Standards means:

- (a) the codes, standards, specifications and guidelines referred to in section 1.1 of Schedule C1-Appendix A2.1 of the SWTC; and
- (b) 



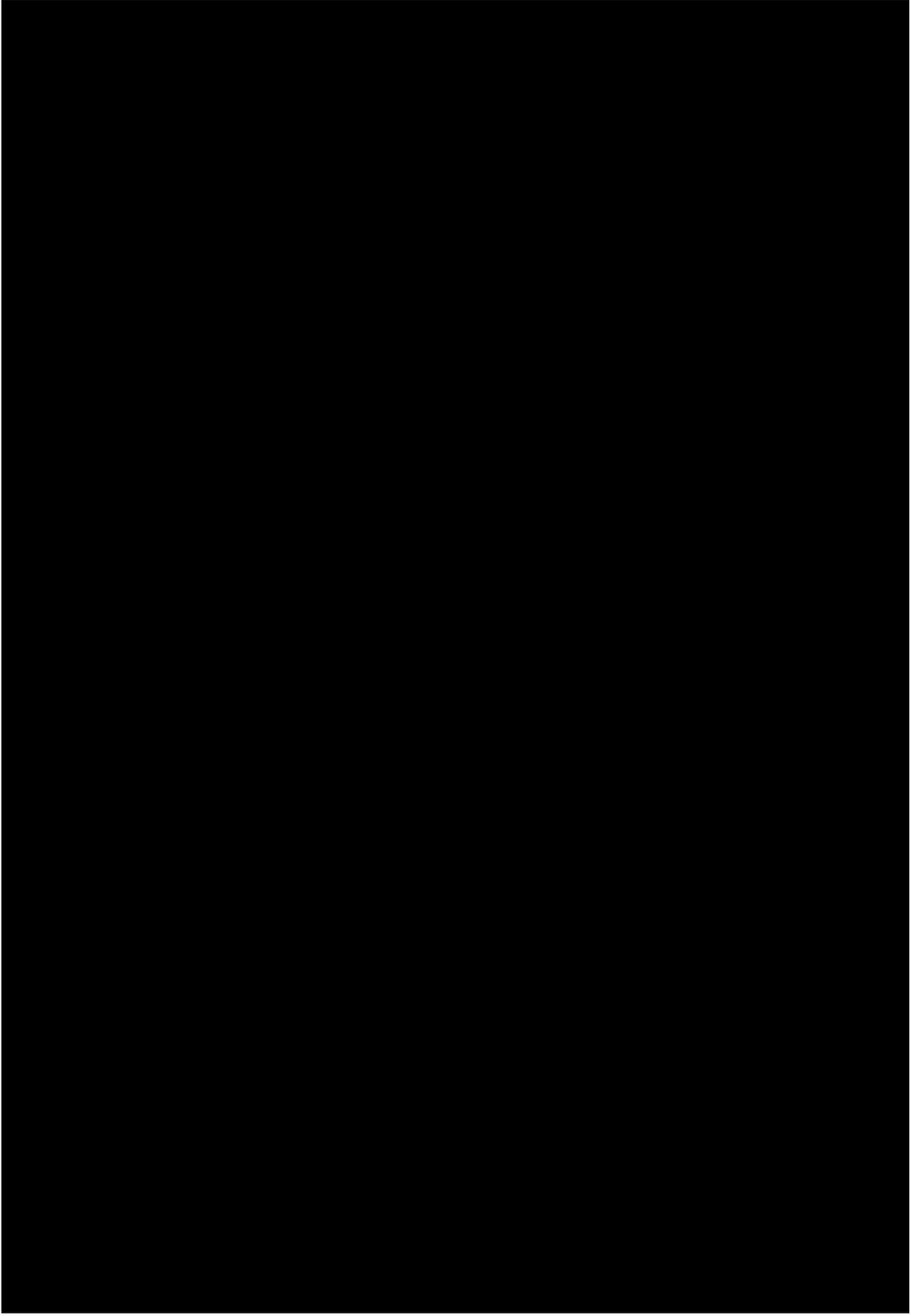
Collateral Warranty Deed Poll means a deed poll in substantially the same form as Schedule A16 (*Form of Collateral Warranty Deed Poll*).

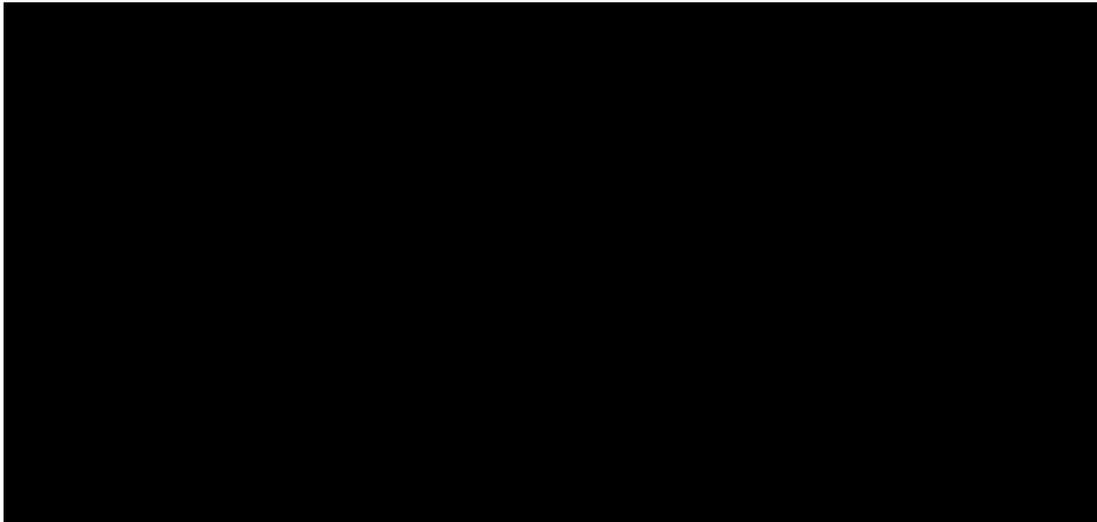
Commercial Lot means the stratum lot limited in depth and limited in height indicatively shown as Lot 2 in the Draft North Subdivision Plan which will be created by way of Subdivision in which the completed North OSD (and any ancillary retail areas) will sit.

Commonwealth means the Commonwealth of Australia.

Community Communications Strategy means the Project Plan referred to as the Community Communications Strategy in Appendix F2 of the SWTC.

Compensation Event 





Completion means:

- (a) in respect of the Trackway Portion, the stage in the execution of PS Contractor's Activities when the PS Contractor has:
 - (i) corrected all Minor Defects and Agreed Defects that are listed in the Notice of Substantial Completion with respect to that Portion; and
 - (ii) given to the Principal's Representative (with a copy to any Interface Contractor as required by the Principal) all Asset Management Information (including as-built drawings) which has not been rejected by the Principal's Representative in accordance with clause 6.12(c) with respect to the Trackway Portion;

- (b) in respect of a Non-Trackway Portion, the stage in the execution of PS Contractor's Activities when:
 - (i) that Portion is complete in accordance with this deed except for Minor Defects, Agreed Defects and Accepted Defects;
 - (ii) the PS Contractor has:
 - (A) corrected all Minor Defects and Agreed Defects that are listed in the Notice of Substantial Completion with respect to that Portion;
 - (B) executed a certificate in the form of Schedule B8 (*PS Contractor's Certificate – Completion*) for that Portion and provided it to the Principal's Representative and the Independent Certifier;
 - (C) carried out and passed all Tests which are required under this deed to be carried out and passed prior to Completion of that Portion being achieved;
 - (D) carried out and passed all Tests which must necessarily be carried out and passed before that Portion can be used for its intended purpose and to verify that Portion is in the condition this deed requires it to be in at Completion of that Portion;
 - (E) obtained all Approvals that it is required under this deed to obtain prior to Completion of that Portion being achieved and provided those Approvals to the Principal's Representative;

- (F) given to the Principal's Representative (with a copy to any Interface Contractor as required by the Principal) all Asset Management Information (including as-built drawings) which has not been rejected by the Principal's Representative in accordance with clause 6.12(c) with respect of that Portion;
- (G) given to the Principal's Representative (with a copy to any of the Interface Contractors as required by the Principal) all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of that Portion which:
 - (aa) are required by this deed to be given to the Principal's Representative prior to Completion of that Portion being achieved; or
 - (bb) must necessarily be handed over before that Portion can be used for its intended purpose,including copies of all documentation in accordance with the requirements of the SWTC;
- (H) provided the training referred to in Appendix F4 of the SWTC to the reasonable satisfaction of the Principal's Representative;
- (I) removed all Construction Plant from the parts of the Construction Site that relate to that Portion, other than:
 - (aa) where the Principal's Representative has given a notice under clause 26.2(a) to carry out Post Completion Activities after Completion of that Portion, any Construction Plant required to carry out those Post Completion Activities; and
 - (bb) any Construction Plant necessary to facilitate the handover of that Portion to the Principal or which is required to be retained on the Construction Site in accordance with clause 6.10(c) (where approved by the Principal's Representative in accordance with clause 6.10(c));
- (J) in respect of each discrete part of Property Works that form part of that Portion:
 - (aa) completed all such Property Works in accordance with clause 5.3 (*Property Works*), including all relevant work under clause 5.3(b); and
 - (bb) provided the Principal's Representative with the documentation required by clause 5.3(d);
- (K) in respect of each discrete part of Utility Service Works that form part of that Portion:
 - (aa) completed all such Utility Service Works in accordance with the requirements of this deed and any relevant Third Party Agreement; and
 - (bb) provided the Principal's Representative with the documentation required by clause 5.4(f);

- (L) in respect of each discrete part of Local Area Works that form part of that Portion:
 - (aa) completed all such Local Area Works in accordance with the requirements of this deed and any relevant Third Party Agreement; and
 - (bb) provided the Principal's Representative with the documentation required by clause 5.5(c);
- (M) in respect of any Extra Land occupied or used in connection with that Portion, provided the Principal's Representative with:
 - (aa) properly executed releases on terms satisfactory to the Principal's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having interests in such land; or
 - (bb) if the relevant Landowner or occupier, or other person having an interest in that Extra Land, has failed or refused to execute such a release within [REDACTED] after it was provided by the PS Contractor to the owner, occupier or other person:
 - (a) copies of all correspondence between the PS Contractor and the owner, occupier or other person; and
 - (b) evidence that the condition of the Extra Land satisfies the requirements of the deed;
- (N) not used;
- (O) completed the Crown Building Work (as defined in section 6.1 of the EP&A Act) and the Crown Building Work has been certified by the PS Contractor (on behalf of the Principal) as required by section 6.28 of the EP&A Act;
- (P) submitted to the Principal's Representative a survey certificate (within the meaning of that term in the *Surveying and Spatial Information Regulation 2012* (NSW)) signed by a land surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW) who is approved by the Principal's Representative stating that:
 - (aa) the whole of the Portion is within the relevant boundaries of the Project Site stipulated in this deed, except only for parts of the Portion specifically required by this deed to be outside those boundaries (including any Utility Service Works which this deed specifically states may be carried out outside the boundary of the Construction Site);
 - (bb) the elements of the Portion are in the positions and within the tolerances required by this deed;
 - (cc) the survey information included in the Asset Management Information provided by the PS Contractor pursuant to clause 6.12 (*Asset Management Information*) complies with the requirements of this deed; and

- (dd) any other matter identified by the Principal's Representative in relation to surveying or the boundaries of the Portion complies with the requirements of this deed;
 - (Q) removed all rubbish, surplus materials (including Construction Materials) and Temporary Works from the relevant parts of the Construction Site and Extra Land relevant to that Portion in accordance with clause 6.10 (*Cleaning up*);
 - (R) achieved a Design Review rating of at least 5 stars pursuant to the "Green Star Design and As Built Sydney Metro – As Built v. 1.1" and received confirmation from the Green Building Council of Australia; and
 - (S) in respect of the last Portion to reach Completion, has procured the Subdivision of the Subdivision Land in accordance with the Draft Subdivision Plan and the Subdivision Documents as required under clause 23.2 (*Subdivision requirements*);
- (iii) the PS Contractor has executed the Collateral Warranty Deed Poll;
 - (iv) the Independent Certifier has issued a certificate in the form of Schedule B5 (*Independent Certifier's Certificate – Design*) in respect of all Design Stage 3 Design Documentation applicable to that Portion which has been provided to the Independent Certifier by the Principal under clause 4.5(c); and
 - (v) the PS Contractor has done everything else which is stated to be a condition precedent to Completion of that Portion, or which PS Contractor is otherwise expressly required by this deed to do prior to Completion of that Portion being achieved.

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

Connecting Station Site means each of the parcels of land referred to in item 9(c) of the Reference Schedule.

Consequential Loss means any:

- (a) loss of income, loss of revenue, loss of profit, loss of rent, 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 Environmental Management Plan means the Project Plan of that name, as updated from time to time in accordance with this deed.

Construction Licence means, with respect to each part of the Construction Site, the licence granted by the Principal to the PS Contractor pursuant to clause 9.2(a)(i) or clause 9.3(a) as applicable.

Construction Licence Commencement Date means has the meaning given in clause 9.4(b).

Construction Materials means any equipment, plant, materials, fixtures, fittings, furniture, machinery, goods, parts, components and other items incorporated or to be incorporated into the Project Works or Temporary Works.

Construction Plant means plant, equipment (including hand-held tools), machinery, apparatus, vehicles, appliances and things used in the carrying out of the PS Contractor's Activities but not forming part of the Project Works.

Construction Site means the lands and other places identified in section 3 of the Site Access Schedule and any other lands and places made available to the PS Contractor by the Principal for the purpose of performing the PS Contractor's Activities.

Construction Site Interface Work has the meaning given in clause 6.3(a)(ii).

Contamination means the presence in, on or under land or any other aspect of the Environment of:

- (a) a substance (whether occurring naturally or otherwise) which is at a concentration above the concentration at which the substance (whether occurring naturally or otherwise) is normally present in, on or under land or any other aspect of the Environment in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment; or
- (b) a Hazardous Chemical.

Contract Documentation and Materials has the meaning given in clause 25.1(b).

Contract Processes has the meaning given in clause 25.1(c)(ii).

Contract Sum means the amount identified as the "Contract Sum" in the Contract Sum Schedule, as adjusted in accordance with this deed.

Contract Sum Adjustment Event

Contract Sum Schedule means Schedule E1 (*Contract Sum Schedule*).

Control has the meaning given to that term in the Corporations Act.

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

Costs means costs, charges and expenses, including those incurred in connection with advisers.

Customers means all users and potential users of Sydney Metro City & Southwest or any services associated with Sydney Metro City & Southwest.

Date for Completion means, in respect of a Portion:

- (a) at the date of this deed, the applicable date specified as the date for Completion for that Portion in section 3 of Schedule A3 (*Portions and Milestones*); or
- (b) where, in respect of that Portion, an extension of time for Completion is granted by the Principal's Representative or allowed in any dispute resolution proceedings, the date resulting from that extension of time.

Date for Milestone Achievement means, in respect of a Milestone:

- (a) at the date of this deed, the applicable date specified as the date for Milestone Achievement for that Milestone in section 4 of Schedule A3 (*Portions and Milestones*); or
- (b) where, in respect of that Milestone, an extension of time for Milestone Achievement is granted by the Principal's Representative or allowed in any dispute resolution proceedings, the date resulting from that extension of time.

Date for Significant Completion means each Date for Milestone Achievement, Date for Substantial Completion and Date for Completion.

Date for Substantial Completion means, in respect of a Portion:

- (a) at the date of this deed, the applicable date specified as the date for Substantial Completion for that Portion in section 3 of Schedule A3 (*Portions and Milestones*); or
- (b) where, in respect of that Portion, an extension of time for Substantial Completion is granted by the Principal's Representative or allowed in any dispute resolution proceedings, the date resulting from that extension of time.

Date of Completion means, in respect of a Portion, the date notified in the Notice of Completion for that Portion as the date Completion was achieved.

Date of Milestone Achievement means, in respect of a Milestone, the date notified in the Notice of Milestone Achievement as the date Milestone Achievement was achieved.

Date of Significant Completion means each Date of Milestone Achievement, Date of Substantial Completion and Date of Completion.

Date of Substantial Completion means, in respect of a Portion, the date notified in the Notice of Substantial Completion for that Portion as the date Substantial Completion was achieved.

Default Notice means a notice given by the Principal under clause 32.2 (*Default Notice*).

Defect means:

- (a) any defect, deficiency, fault, error or omission in the Project Works or Temporary Works; or
- (b) any:
 - (i) cracking, shrinking, movement or subsidence in the Project Works or Temporary Works; or
 - (ii) other aspect of the Project Works, Temporary Works or the PS Contractor's Activities,

which is not in accordance with the requirements of this deed,

but does not include any damage caused to the Trackway Portion after the Date of Substantial Completion of that Portion, or any Non-Trackway Portion after the Date of Completion of that Portion, other than damage to the extent that it is caused by or contributed to by the PS Contractor or its Associates.

Defects Correction Period means each of the periods referred to in clause 27.1 (*Defects Correction Periods*).

Deferred Activities has the meaning given in clause 22.1(a)(iii).

Delay Liquidated Damages means, for each Portion or Milestone, the relevant amount of liquidated damages associated with that Portion or Milestone as specified in Schedule A3 (*Portions and Milestones*).

Design Development and Resolution means development of the Principal's Design Stage 1 Documents including:

- (a) development of Design Documentation in accordance with Good Industry Practice to achieve Design Stage 2 and Design Stage 3 including resolving any lack of co-ordination, ambiguity or discrepancy within or between documents;
- (b) development of solutions for the Design Exceptions;
- (c) the resolution of the comments on the Principal's Design Stage 1 Documents identified in Appendix H1 of the SWTC;
- (d) the resolution of any unresolved elements of the Principal's Design Stage 1 Documents identified in the Principal's Design Stage 1 Documents; and
- (e) development of the PS Contractor's Tender Design.

Design Documentation means all:

- (a) design documentation (including design standards, concrete mix designs, design reports, durability reports, specifications, models, samples, prototypes, calculations, drawings, shop drawings, digital records, business rules, system processes and all other relevant data) in electronic, computer readable and written or physical forms, or stored by any other means; and
- (b) computer software,

which are required for the performance of the PS Contractor's Activities, or which the PS Contractor or any other person creates in performing the PS Contractor's Activities (including the design of the Temporary Works).

Design Exceptions means those elements of the Principal's Design Stage 1 Documents that do not comply with the requirements of clauses 2.3(c) and 2.3(d) as identified in Appendix H1 of the SWTC.

Design Review Panel or **DRP** means the architectural and urban design review panel established as an advisory body to the Principal in relation to Sydney Metro City & Southwest in accordance with the conditions of the Project Planning Approval (Chatswood to Sydenham).

Design Stage 2 means that stage in the development of the Design Documentation at which the Design Documentation for any discrete design component, part or element includes all the design standards, design reports, specifications, models, calculations and drawings and shop drawings for the discrete design element or component, and is the stage at which the design analysis, design details and drawings demonstrate that the Design Documentation, when fully developed, will comply with and satisfy all the requirements of this deed.

Design Stage 3 means that stage in the development of the Design Documentation at which the Design Documentation for any discrete design component, part or element is fully developed, including all design standards, design reports, specifications, models, calculations and drawings and shop drawings, for the discrete design element or component.

Deviations within the TSE Tolerances means an aspect of the TSE Works that is not in accordance with the requirements of the TSE Contract but that is within the TSE Tolerances.

Direction means any certificate, decision, demand, determination, direction, instruction, notice, order, rejection, request or requirement.

Dispute has the meaning given in clause 35 (*Dispute resolution*).

Dispute Procedure means the procedure for resolution of Disputes set out in Schedule A9 (*Dispute Procedure*).

Documentation means all documentation submitted or required to be submitted by the PS Contractor pursuant to this deed and includes Design Documentation, Project Plans and Asset Management Information.

Draft BMS means each of the Draft North BMS and Draft South BMS.

Draft North BMS means the draft document set out in Schedule D14 (*Draft Building Management Statement*), as amended in accordance with clause 4.1(f) of Schedule D13 (*Subdivision Principles*).

Draft North Section 88B Instrument means the draft document set out in Part A of Schedule D16 (*Section 88B Instruments*).

Draft North Subdivision Plan means the draft plan set out in Part A of Schedule D11 (*Draft Subdivision Plan*).

Draft Section 88B Instrument means each of the Draft North Section 88B Instrument and Draft South Section 88B Instrument.

Draft South BMS means the draft document set out in Schedule D14 (*Draft Building Management Statement*), as amended in accordance with clause 4.1(f) of Schedule D13 (*Subdivision Principles*).

Draft South Section 88B Instrument means the draft document set out in Part B of Schedule D16 (*Section 88B Instruments*).

Draft South Subdivision Plan means the draft plan set out in Part B of Schedule D11 (*Draft Subdivision Plan*).

Draft Subdivision Plan means each of the Draft North Subdivision Plan and Draft South Subdivision Plan.

Draft Third Party Agreement has the meaning given in clause 13(a)(ii) and includes the Pro-forma Adjoining Property Owner Agreement.

Early Site Access Date means, in respect of a part of the Construction Site, the date specified as the "Early Site Access Date" for that part of the Construction Site in the Site Access Schedule.

Easement for Crane Access means an easement for crane access that the Principal has acquired by compulsory process under the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

Easement for Rock Anchors means an easement for rock anchors that the Principal has acquired by compulsory process under the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

Easement for Scaffolding means an easement for scaffolding that the Principal has acquired by compulsory process under the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

Encumbrance means any interest, right, licence, lease, affectation, encumbrance, easement, covenant or restriction on use registered on title or otherwise created and validly existing from time to time.

Environment means components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism;
- (d) human-made or modified structures and areas; and
- (e) interacting natural ecosystems that include components referred to in paragraphs (a) to (c) (inclusive) of this definition.

Environment Protection Licence or **EPL** means an environment protection licence issued under the *Protection of the Environment Operations Act 1997* (NSW).

Environmental Hazard means a state of danger to human beings or the Environment whether imminent or otherwise resulting from the location, storage, handling or release of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous characteristics.

Environmental Law means any Law concerning the Environment and includes Laws concerning:

- (a) the carrying out of uses, works or development, the erection of a building or the subdivision of land (including the EP&A Act);
- (b) emissions of substances into the atmosphere and land;
- (c) Pollution and Contamination of the atmosphere and land; and
- (d) production, use, handling, storage, transportation and disposal of:
 - (i) waste;
 - (ii) hazardous substances;
 - (iii) dangerous goods;
 - (iv) threatened, endangered and other flora and fauna species;
 - (v) conservation, heritage and natural resources; and
 - (vi) the health and safety of people,

whether made or in force before or after the date of this deed.

Environmental Liabilities means any of the following liabilities arising before the expiration or termination of this deed:

- (a) all Costs associated with undertaking the remediation of any Contamination ordered or required by any Authority or court of any land or building;

- (b) any compensation or other monies that an Authority or court requires to be paid to any person under an Environmental Law for any reason;
- (c) any fines or penalties incurred under an Environmental Law;
- (d) all Costs incurred in complying with an Environmental Law; and
- (e) all other Claims or Loss payable under in respect of an Environmental Law.

Environmental Management Plans means the Construction Environmental Management Plan and the Sustainability Management Plan.

Environmental Notice means any notice (including any notice of an intention to issue an order under the EP&A Act), order or request for information and/or documents issued by an Authority in respect of a matter concerning the Environment.

Environmental Representative means any person appointed by the Principal as the environmental representative for the purposes of the Project Planning Approval (Chatswood to Sydenham).

EP&A Act means the *Environmental Planning and Assessment Act 1979* (NSW).

EPA means the New South Wales Environment Protection Authority.

Error means a discrepancy, omission, mistake, lack of co-ordination, ambiguity or inconsistency between documents or between different parts of the same document.

ETS means the ticketing system for the Pitt Street Station, including the software, smartcards, portable readers and all other aspects of the system, as modified or replaced from time to time.

ETS Contractor means:

- (a) Cubic Transportation Systems (Australia) Pty Limited ABN 82 003 617 561 and any other contractors engaged by the Principal in relation to the ETS as notified by the Principal's Representative from time to time; and
- (b) any subcontractors and suppliers at any level of the entities referred to in paragraph (a).

Excepted Risk means:

- (a) war (declared or undeclared), revolution, insurrection, civil commotion, military action, an act of public enemy or an act of sabotage, in each case occurring within Australia;
- (b) a terrorist act as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) occurring within Australia (other than a declared terrorist incident as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth)); and
- (c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

in each case occurring within Australia and only to the extent not caused by the PS Contractor or their Associates.

Exclusion Sanction has the meaning given in subsection 3(3) of the Building Code.

Excusable Cause of Delay [REDACTED]



Existing Operations means:

- (a) all infrastructure (including existing infrastructure, but in respect of infrastructure that is under construction, is limited to infrastructure that is under construction as at the date of this deed) and Utility Services which:
 - (i) do not form part of any Interface Work or infrastructure that is the subject of a Project Cooperation and Integration Deed;
 - (ii) is the subject of the Third Party Agreement (other than an Additional Third Party Agreement); and
 - (iii) is owned, operated or under the control of an Existing Operator; and
- (b) the businesses and operations undertaken by an Existing Operator, on or in the vicinity of the Construction Site.

Existing Operator means:

- (a) Ausgrid, being the statutory State owned corporation of that name established under the Energy Services Corporations Act 1995 (NSW);
- (b) Jemena Limited ABN 95 052 167 405;
- (c) Sydney Water Corporation ABN 49 776 225 038;
- (d) State Transit Authority, being the operating agency of Transport for NSW responsible for, amongst other things, buses in the Sydney CBD;

- (e) Roads and Maritime Services, being the NSW Government agency constituted by section 56 of the Transport Administration Act;
- (f) the Council of the City of Sydney;
- (g) Telstra Corporation Limited ABN 33 051 775 556 and other telecommunication operators;
- (h) Landowners of adjoining properties; or
- (i) any other person:
 - (i) who owns, operates or controls any infrastructure (including existing infrastructure, but in respect of infrastructure that is under construction, is limited to infrastructure that is under construction as at the date of this deed), and the Utility Services, which does not form part of any Interface Work or infrastructure that is the subject of a Project Cooperation and Integration Deed); or
 - (ii) undertakes any business or operation on or in the vicinity of the Construction Site,

and any of their employees, agents, contractors or Related Entities.

Expert has the meaning given in clause 1 of Schedule A9 (*Dispute Procedure*).

Extra Land means the land and buildings referred to in clause 9.1(b).

Final Certificate means the certificate issued by the Principal's Representative pursuant to clause 23.4(b).

Final Completion means that stage when the obligations of the PS Contractor pursuant to this deed have been discharged and:

- (a) all Defects Corrections Periods have expired; and
- (b) all Defects notified pursuant to clause 27.4(a) have either been accepted pursuant to clause 27.5(a) or rectified.

Final Design Documentation means Design Stage 3 Design Documentation that in accordance with Schedule A10 (*Design review procedure and Network Assurance Committee*):

- (a) has not been rejected by the Principal;
- (b) has been certified by the AEO (if applicable);
- (c) in respect of Design Stage 3 Design Documentation which is provided to the Independent Certifier under clause 4.5(c), has been certified by the Independent Certifier; and
- (d) in respect of Design Documentation that relates to construction work that requires NAC Gate 3 approval:
 - (i) the NAC CCR Package submitted by the PS Contractor in respect of that Design Documentation has been accepted by the NAC as satisfying the NAC Requirements; or
 - (ii) the PS Contractor has completed all NAC Required Actions in respect of that Design Documentation.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

Fire Engineering Report means a fire engineering report which satisfies the requirements of Appendix B6 of the SWTC.

Force Majeure Event means any of the following:

- (a) an Excepted Risk;
- (b) a declared terrorist incident as defined in section 3 of the *Terrorism Insurance Act 2003* (Cth) occurring within Australia;
- (c) an earthquake occurring within Australia;
- (d) a flood which might at the date of this deed be expected to occur less frequently than once in every 100 years (based on the 1:100 year average recurrence interval flood event) occurring within Australia; or
- (e) a fire or explosion resulting from an event referred to in paragraphs (a), (c) or (d) of this definition occurring within Australia,

which:

- (f) is beyond the reasonable control of the PS Contractor and its Associates; and
- (g) prevents or delays the PS Contractor from performing the PS Contractor's Activities, where that event or the consequence of that event does not arise from any act or omission of the PS Contractor or its Associates (including from any breach by the PS Contractor of its Associates of a PS Station Contract Document).

General Conditions means the provisions of this deed, excluding the schedules.

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

Good Industry Practice means that degree of skill, care, prudence, foresight and practice which would reasonably be expected of a skilled and experienced person, engaged in the same or a similar type of undertaking as that of the PS Contractor or its Associates, as the case may be, under the same or similar circumstances as the performance of the PS Contractor's Activities or the delivery of the Project Works and the Temporary Works.

GST has the meaning it has in the GST Law.

GST Law means the same as "GST law" in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Handover Works has the meaning given in the TSE Contract.

Hazardous Chemical means any substance which would or might reasonably be expected to cause damage or injury to human beings, any property or the Environment and includes any "Hazardous Chemical" as defined in the WHS Legislation.

Heavy Vehicle National Law means the *Heavy Vehicle National Law (NSW) No. 42a* and all associated regulations.

Hold Point means a point beyond which a work process must not proceed without the authorisation or release of an authority designated by the Principal's Representative pursuant to the SWTC.

Home Building Act means the *Home Building Act 1989* (NSW) and all associated regulations.

Home Building Regulation means the *Home Building Regulation 2004* (NSW).

Home Building Regulation Checklist means a checklist in the form of Schedule 2 of the Home Building Regulation, a copy of which is set out in Schedule A31 (*Home Building Regulation Checklist*).

Home Building Work means residential building works or specialist works for the purposes of the Home Building Act.

IDAR Panel Agreement means the agreement which appears in Schedule A20 (*IDAR Panel Agreement*).

IDAR Panel Agreement Accession Deed Poll means an accession deed poll substantially in the form of Schedule 1 of the IDAR Panel Agreement.

Incident means any work health and safety, environmental or security incident arising out of or in connection with the PS Contractor's Activities including:

- (a) a non-compliance with an Approval;
- (b) any public complaint; or
- (c) any incident defined in the Sydney Metro Principal Contractor Health and Safety Standard.

Independent Certifier means the person or persons appointed by the Principal to be the Independent Certifier under the Independent Certifier Deed.

Independent Certifier Deed means the deed to be entered into between the Principal, the PS Contractor and the Independent Certifier substantially in the form of Schedule A14 (*Independent Certifier Deed*).

Independent Property Impact Assessment Panel means the "Independent Property Impact Assessment Panel" established by the Principal for the purpose of Sydney Metro City & Southwest.

Information Documents means any information, data, document or material (in any format or medium including any electronic form and whether oral or written) which:

- (a) is referred to in Schedule A28 (*Information Documents*);
- (b) is issued or made available by, or on behalf of, the Principal or the State to the PS Contractor or the PS Developers in connection with the Tender, the PS Contractor's Activities or the Sydney Metro City & Southwest regardless of whether, at the time of issue (or being made available), was expressly classified or stated to be an "Information Document"; or
- (c) is referred to, or incorporated by reference, in an Information Document unless such information, data, document or material is otherwise expressly stated to form part of this deed,

whether issued or made available on, before or after the date of execution of this deed, other than any information, data, document or material which the Principal is obliged by the terms of this deed to provide to the PS Contractor and the PS Contractor is expressly permitted by the terms of this deed to rely on.

Initial Payment means the initial payment to be made to the PS Contractor as set out in Schedule E1 (*Contract Sum Schedule*).

Initial Payment Security means one or more unconditional undertakings for the amount set out in item 10 of the Reference Schedule which satisfy the requirements of clause 3.1(c).

Insolvency Event means, in relation to a person, the occurrence of any of the following events:

- (a) an application is made for the winding up or deregistration of a person and, where an application has been made for the dismissal or withdrawal of the application for winding up within 10 Business Days, and the application is not dismissed or withdrawn within 30 Business Days;
- (b) an order is made for the winding up of a person, except for the purpose of a reconstruction, amalgamation, merger or consolidation on terms approved by the Principal before that order is made where the reconstruction, amalgamation, merger or consolidation is implemented in accordance with the terms of the approval;
- (c) a person passes a resolution for its winding up or deregistration, except for the purpose of a reconstruction, amalgamation, merger or consolidation on terms approved by the Principal before that resolution is passed where the reconstruction, amalgamation, merger or consolidation is implemented in accordance with the terms of that approval;
- (d) a receiver, receiver and manager, liquidator, provisional liquidator, compulsory manager trustee for creditors or in bankruptcy or analogous person is appointed to take possession of any property of a person;
- (e) the holder of a Security Interest takes (or appoints an agent to take) possession of any property of the person or otherwise enforces its Security Interest;
- (f) a person or any other person appoints an administrator to the person, or takes any step to do so;
- (g) a person:
 - (i) suspends payment of its debts (other than as the result of a failure to pay a debt or Claim which is the subject of a good faith dispute);
 - (ii) ceases or threatens to cease to carry on all or a material part of its business;
 - (iii) is or states that it is unable to pay its debts; or
 - (iv) is deemed insolvent by virtue of its failure to comply with a statutory demand, which is not withdrawn or set aside within 10 Business Days;
- (h) a person enters into a readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors, without the prior consent of the Principal, except for the purposes of a solvent reconstruction or amalgamation permitted by this deed; or
- (i) any act is done or event occurs which has an analogous or similar effect to any of the events in paragraphs (a) to (h) (inclusive) of this definition.

Insurances means the insurances required to be effected and maintained under any PS Station Contract Document.

Integrated Tests has the meaning given in Appendix A1 of the SWTC.

Intellectual Property Right or IPRs means all present and future rights conferred by law in or in relation to inventions, patents, designs, circuit layouts, copyright, confidential information, trade secrets, trade marks and any other right in respect of intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 and includes all rights in all applications to register these rights, all renewals and extensions of these rights and all rights in the nature of these rights, excluding Moral Rights.

Interface Contract means any contract entered into between the Principal and an Interface Contractor.

Interface Contractor means an Other Contractor that is carrying out, or that will carry out, Interface Work, including the TSE Contractor, the LW Contractor, the TSOM Contractor, the Operator, the ETS Contractor or any Other Contractor otherwise identified by the Principal's Representative as an Interface Contractor.

Interface Contractor Cooperation and Integration Deed means:

- (a) in relation to the LW Contractor, a deed to be entered into between the Principal, the PS Contractor and the LW Contractor substantially in the form of Schedule A25 (*LW Contractor Cooperation and Integration Deed*); and
- (b) in relation to any other Interface Contractor, a deed to be entered into between the Principal, the PS Contractor and the relevant Interface Contractor substantially in the form of either Schedule A24 (*Operator Cooperation and Integration Deed*) or Schedule A25 (*LW Contractor Cooperation and Integration Deed*) as directed by the Principal.

Interface Work means any activities undertaken by an Interface Contractor which interface with or affect, or are affected by, the PS Contractor's Activities, the Project Works or the Temporary Works.

Interim Access Licence means, with respect to each part of the TSE Site identified in a notice given by the Principal to the PS Contractor pursuant to clause 9.2(d), the licence granted by the Principal to the PS Contractor pursuant to clause 9.2(a)(ii).

Interim Access Period means, in respect of any part of the TSE Site, the period commencing on the date access to the TSE Site is given or deemed to be given under clause 9.2(f) and ending on the date the Construction Licence with respect to the relevant part of the TSE Site commences.

IPR Claim means a Claim that the rights, including IPRs or Moral Rights, of or duties owed to any person are infringed or alleged to be infringed by:

- (a) the PS Contractor or any person engaged by or through the PS Contractor in connection with this deed; or
- (b) the Principal or an Authorised User's use or other exercise of rights granted under or in connection with this deed.

ISD Operations Principles means the principles set out in Schedule D15 (*ISD Operations Principles*).

Known Defects Rectification Period means the period commencing on the date of the TSE Notice of Construction Completion for the TSE Portion to which the TSE Known Defect relates and ending [REDACTED] later.

L&E Contractor means the contractor identified in Schedule A27 (*Nominated Subcontracts*) that:

- (a) has been engaged by the Principal under a framework agreement; and
- (b) is to be engaged by the PS Contractor under the L&E DSI Contract in accordance with section 1 of Schedule A27 (*Nominated Subcontracts*) to perform the Lifts and Escalators Works.

L&E DSI Contract means the Nominated Subcontract to be entered into between the PS Contractor and the L&E Contractor in respect of the Lifts and Escalators Work, the form of which is included in Schedule F1 (*Electronic files*).

Landowner means a person with a right or interest in land, including an owner, occupier or grantee of a registered interest.

Law means:

- (a) Commonwealth, New South Wales or local government legislation, including regulations, by-laws and other subordinate legislation;
- (b) principles of law or equity established by decisions of courts; and
- (c) Approvals (including any condition or requirement under them).

LD Cap means [REDACTED] of the Contract Sum.

Lead Designer means a design consultant listed in Schedule A5 (*Significant Subcontractors and Significant Subcontract Work*).

Liability includes any liability of any kind whether for debt, cost (including legal costs, deductibles or increased premiums), expense, loss, damage, compensation or charge and includes any claim relating to a Contract Sum Adjustment Event, for payment of money, for an extension of time, or for a reduction of the PS Contractor's obligations or the Principal's rights and whether:

- (a) liquidated or not;
- (b) arising from or in connection with any obligation (whether as a principal obligation, a surety or an indemnity);
- (c) legal or equitable, and whether arising under or for breach of contract, in tort (including negligence), restitution or at Law;
- (d) present, prospective or contingent;
- (e) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others;
- (f) under, arising out of, or in any way in connection with, this deed, including any Direction of the Principal's Representative;
- (g) arising out of, or in any way in connection with the Project Works or PS Contractor's Activities or either party's conduct before or after the date of this deed; and

- (h) otherwise at Law including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; and
 - (iii) for restitution (as a result of unjust enrichment or otherwise).

Lifts and Escalators Works means the works to be performed by the L&E Contractor in relation to the Project Works.

Loading Docks means the area identified as such in the Shared Facilities Plans attached to the Draft BMSs.

Local Area Works means the modification, reinstatement and improvement of Local Areas which the PS Contractor must design and construct and hand over to the Principal or the relevant Authority in accordance with this deed as further described in section 2.1.5 of the SWTC.

Local Areas means all public spaces, parks, pedestrian ways, pedal cycle paths, local roads, state highways, regional roads and main roads, including their associated road reserves, which are adjacent to, connect to, intersect, cross or are in any way affected by the Project Works or Temporary Works, including those sections of public spaces, parks, pedestrian ways, pedal cycle paths, local roads, state highways, regional roads and main roads, including any associated road reserves, that are made redundant or become service roads as part of the road network.

Loss means any Cost, expense, loss, damage, Liability, fine, penalty or other amount, whether direct, indirect, consequential, present, future, fixed, unascertained, actual or contingent and, for the avoidance of doubt, includes Consequential Loss.

Lot Owner has the meaning given to the term "Owner" in the Draft BMSs.

LRS means Land Registry Services.

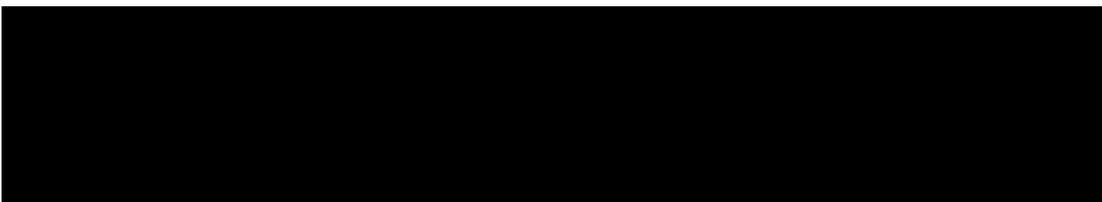
Lump Sum Price Proposal has the meaning given in clause 28.10(a).

LW Contract means a contract between the Principal and the LW Contractor for the provision of the LW Works.

LW Contractor means any entity that is engaged by the Principal to carry out the LW Works.

LW Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the LW Contractor must, in accordance with the LW Contract, design, construct, manufacture, install, test and commission for the purposes of completing Sydney Metro City & Southwest, including tunnel ventilation, track, tunnel services (including drainage, lighting, fire systems and low voltage power supplies), combined services cable brackets, high voltage power supply, overhead line and traction supply and stabling facilities.

Major TSE Defect means a TSE Defect in the following features of the TSE Works:



Making Accessible has the meaning given in clause 22.1(a)(iv).

Master Interface Protocols Deed Poll means a deed poll in substantially the same form as Schedule A17 (*Master Interface Protocols Deed Poll*).

Material means material in any form (whether visible or not) including documents, recordings on disc or any other form of storage, reports, information, data and includes all releases, updates and amendments to the original material.

Milestone means a milestone specified in section 4 of Schedule A3 (*Portions and Milestones*).

Milestone Achievement means, in respect of a Milestone, the stage in the execution of the PS Contractor's Activities when the Project Works comprising that Milestone have achieved the level of completion required for that Milestone in section 4 of Schedule A3 (*Portions and Milestones*) except for any:

- (a) Minor Defects referred to in paragraph (a) of the definition of "Minor Defect";
- (b) Accepted Defects; and
- (c) Agreed Defects.

Milestone Performance Payment means a Milestone Performance Payment identified in section 4, Table 3A of Schedule A3 (*Portions and Milestones*).

Minor Defect means a Defect:

- (a) in each Milestone which, at Milestone Achievement, and in each Non-Trackway Portion which, at Substantial Completion:
 - (i) is capable of being corrected without causing unreasonable delay or disruption to the activities that are to be performed by any Interface Contractor within the Construction Site; and
 - (ii) the Independent Certifier determines (acting reasonably) that the PS Contractor has reasonable grounds for not promptly correcting prior to Milestone Achievement for the relevant Milestone; or
- (b) in the Trackway Portion which, at Substantial Completion, and in each Non-Trackway Portion which, at Completion:
 - (i) is capable of being corrected:
 - (A) after the relevant part of the Construction Site has been handed over to the Principal; and
 - (B) without causing unreasonable delay or disruption to the activities that are to be performed by any Interface Contractor within the Construction Site; and
 - (ii) the Independent Certifier determines (acting reasonably) that the PS Contractor has reasonable grounds for not promptly correcting prior to handover of the Project Works to the Principal,

but does not include an Agreed Defect or an Accepted Defect.

Minor Non-Compliances means a minor error, minor omission or minor non-compliance which:

- (a) does not:
 - (i) prevent the achievement of the Project Requirements; or
 - (ii) affect the safety of the Project Works or Temporary Works;
- (b) the Principal's Representative or the Independent Certifier (as applicable) determines (acting reasonably) that the PS Contractor has reasonable grounds for not promptly correcting prior to the certification required to be obtained under this deed; or
- (c) the parties agree is a Minor Non-Compliance.

Modification has the meaning given in clause 1.1 of Schedule A8 (*Modification Procedure*).

Modification Order has the meaning given in clause 1.1 of Schedule A8 (*Modification Procedure*).

Modification Procedure means the procedure for Modifications set out in Schedule A8 (*Modification Procedure*).

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship conferred by the *Copyright Act 1968* (Cth) or any Law outside Australia and rights of a similar nature anywhere in the world, that exists now or in the future.

NAC CCR Package means a package of documentation meeting the requirements set out in section 3.1(d)(ii) of Appendix F1 of the SWTC.

NAC Required Actions has the meaning given in clause 3.2(b) of Schedule A10 (*Design review procedure and Network Assurance Committee*).

NAC Requirements means the requirements set out in Attachment D to Appendix F1 of the SWTC.

Native Title Claim means any application made pursuant to the *Native Title Act 1993* (Cth) or the *Native Title (New South Wales) Act 1994 (NSW)*.

Network Assurance Committee or **NAC** means the network assurance committee established by the Principal to manage configuration changes in accordance with the Configuration Management Framework.

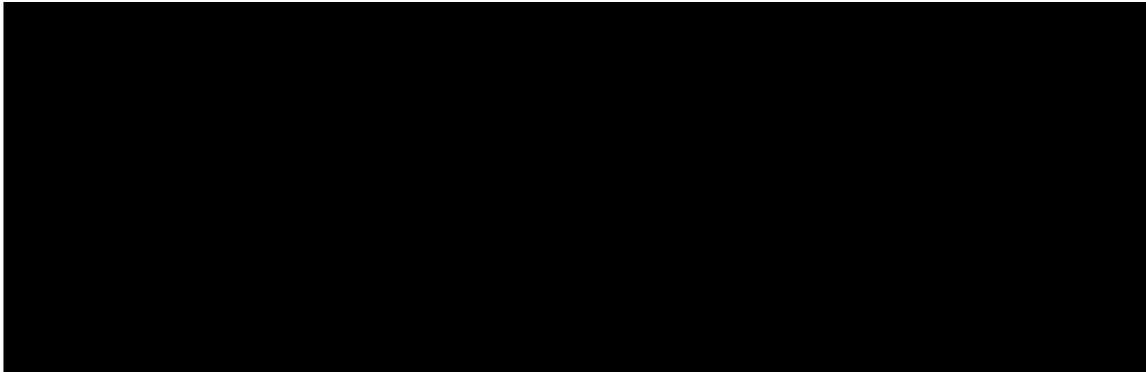
NGER Legislation means the *National Greenhouse and Energy Reporting Act 2007* (Cth) and the regulations and any other legislative instruments under that Act.

Nominated Subcontract means the form of subcontract referred to in Schedule A27 (*Nominated Subcontracts*).

Nominated Subcontract Work means the PS Contractor's Activities to be performed by a Nominated Subcontractor which are described in Schedule A27 (*Nominated Subcontracts*).

Nominated Subcontractor means the nominated subcontractors and suppliers specified in Schedule A27 (*Nominated Subcontracts*) or referred to in the SWTC.

Non-Optional Handover Works means those Handover Works set out in the list of non-optional Handover Works contained in Schedule F1 (*Electronic files*).



Non-Trackway Portion means each Portion other than the Trackway Portion.

North Airspace Lot means the stratum lot indicatively shown as Lot 3 in the Draft North Subdivision Plan, which will be created by way of Subdivision.

North OSD or North Over Station Development means the development of the Commercial Lot to be carried out and completed in accordance with the OSD PDA (North).

North Residual Lot has the meaning given in paragraph 2.2(j) of the Subdivision Principles.

North Site means each of the parcels of land referred to in item 9(a) of the Reference Schedule and that part of the Connecting Station Site which will be Subdivided to create each of the following:

- (a) Commercial Lot;
- (b) North Station Lot;
- (c) North Airspace Lot; and
- (d) North Residual Lot.

North Station Lot means the stratum lot indicatively shown as Lot 1 in the Draft North Subdivision Plan, which will be created by way of Subdivision.

Notice of Completion means a notice in the form of Schedule B11 (*Notice of Completion*) issued by the Independent Certifier pursuant to clause 23.1(f)(i).

Notice of Milestone Achievement means a notice in the form of Schedule B9 (*Notice of Milestone Achievement*) issued by the Independent Certifier pursuant to clause 23.1(f)(i).

Notice of Significant Completion means a Notice of Milestone Achievement, a Notice of Substantial Completion or a Notice of Completion (as applicable).

Notice of Substantial Completion means a notice in the form of Schedule B10 (*Notice of Substantial Completion*) issued by the Independent Certifier pursuant to clause 23.1(f)(i).

NSW Code means the NSW Government's Code of Practice for Procurement (January 2005), or any substitute for, or update to, such code as contemplated in the NSW Guidelines.

NSW Government Policy means the NSW Code, NSW Guidelines, New South Wales Government Work Health & Safety Management Systems and Auditing Guidelines (5th edition) (September 2013, updated May 2014), NSW Government Policy on Aboriginal Participation in Construction (May 2015, updated 1 August 2016), Environmental Management Systems Guidelines (3rd edition) (August 2013), Quality Management System Guidelines for Construction (August 2013), NSW Government Resource Efficiency Policy (GREP) and any other NSW Government guidelines and requirements specified or required by this deed.

NSW Guidelines means the NSW Government's Industrial Relations Guidelines: Building and Construction Procurement (as issued in September 2017).

NSW Trains means the body corporate constituted by section 37 of the Transport Administration Act.

ONRSR means the Office of the National Rail Safety Regulator constituted under the Rail Safety National Law.

Operator means:

- (a) the TSOM Contractor; or
- (b) any other entity that the Principal engages to operate and, if required by the Principal, maintain Sydney Metro City & Southwest or any part of it.

Operator Cooperation and Integration Deed means a deed to be entered into between the Principal, the PS Contractor and the Operator substantially in the form of Schedule A24 (*Operator Cooperation and Integration Deed*).

Optional Handover Works means all Handover Works other than the Non-Optional Handover Works.

OSD or Over Station Development means each of the North OSD and South OSD.

OSD Construction Site means each of the OSD Construction Site (North) and OSD Construction Site (South).

OSD Construction Site (North) has the meaning given to the term "Construction Site" in the OSD PDA (North).

OSD Construction Site (South) has the meaning given to the term "Construction Site" in the OSD PDA (South).

OSD Date for Completion has the meaning given to the term "Date for Completion" in each of the OSD PDA (North) and OSD PDA (South).

OSD Date of Completion has the meaning given to the term "Date of Completion" in each of the OSD PDA (North) and OSD PDA (South).

OSD Enabling Works means the part of the PS Works described in section 2.1.3 of the SWTC.

OSD PDA means each of the OSD PDA (North) and OSD PDA (South).

OSD PDA (North) means the deed titled "Pitt Street Integrated Station Development – Over Station Development Project Delivery Agreement (North OSD)" entered into between the Principal and the PS North Developer on or about the date of this deed.

OSD PDA (South) means the deed titled "Pitt Street Integrated Station Development – Over Station Development Project Delivery Agreement (South OSD)" entered into between the Principal and the PS South Developer on or about the date of this deed.

Other Contractor means any contractor, consultant, artist, tradesperson or other person engaged by the Principal or others to do work on or about the Construction Site, other than the PS Developers and the PS Contractor and their subcontractors of any tier involved in the PS Contractor's Activities.

Parent Company Guarantee means a deed of guarantee and indemnity between the Principal and the PS Contractor Guarantor in the form of Schedule E6 (*Form of Parent Company Guarantee*).

PDCS means the Principal's web based TeamBinder project data and collaboration system including any of its functionalities as required by the Principal, or such other electronic project data and collaboration system notified by the Principal's Representative under clause 39(b).

Performance Incentive Payment has the meaning given in Schedule E2 (*Performance Incentive Payment Schedule*).

Performance Incentive Payment Schedule means Schedule E2 (*Performance Incentive Payment Schedule*).

Pitt Street ISD Objectives has the meaning given in section 1.3(c) of the SWTC.

Pitt Street Station means the new underground metro station for Sydney Metro City & Southwest known as "Pitt Street Station".

Planning Approval means:

- (a) the Project Planning Approval (Chatswood to Sydenham); and
- (b) any other consent, concurrence or approval, or determination of satisfaction with any matter, which is made, given or issued under the Project Planning Approval (Chatswood to Sydenham) from time to time and all conditions to any of them, and includes all documents incorporated by reference, as that consent, concurrence, approval or determination may be modified from time to time.

Portion means a part of the Project Works described in the columns titled "Portion" and "Description" in section 3 of Schedule A3 (*Portions and Milestones*) or as directed by the Principal's Representative under clause 19.1 (*Principal's Representative may direct Portions*).

Portion Handover Date means:

- (a) in respect of the Trackway Portion, the Date of Substantial Completion of the Trackway Portion; and
- (b) in respect of any other Portion, the later of:
 - (i) the day after the Date of Completion of that Portion; or
 - (ii) where the Principal's Representative gives a written notice under clause 26.2(a) in respect of the Portion, the date notified in the notice given under clause 26.2(c) in respect of the Portion.

Post Completion Activities means the activities referred to in Appendix E1 of the SWTC.

PPS Act means the *Personal Property Securities Act 2009* (Cth) and the *Personal Property Securities Regulations 2010* (Cth).

Pre-Agreed Modification means any of the Modifications listed in Schedule A4 (*Pre-Agreed Modifications*).

Prescribed Legislative Requirements means the requirements set out in Schedule A11 (*Prescribed Legislative Requirements*).

Principal Approvals means those Approvals which have or will be obtained by the Principal as specified in Schedule D3 (*Approvals and Planning Approval conditions*).

Principal PS OSD Contract Document means any PS OSD Contract Document to which the Principal is a party.

Principal PS Station Contract Document means any PS Station Contract Document to which the Principal is a party.

Principal's Design Review Period means 20 Business Days commencing on the date on which the Principal's Representative is provided with any Design Documentation under clause 4.5(a).

Principal's Design Re-Review Period means, where the PS Contractor is required to re-submit any Design Documentation in accordance with Schedule A10 (*Design review procedure and Network Assurance Committee*):

- (a) 5 Business Days (if the PS Contractor has taken 5 Business Days or less to re-submit the Design Documentation); or
- (b) 10 Business Days (otherwise).

Principal's Design Stage 1 Documents means the documents in Schedule C2 (*Principal's Design Stage 1 Documents*).

Principal's Insurances means a policy or the policies of insurance which the Principal has obtained under clause 30.5(a).

Principal's Land means each of the parcels of land referred to in item 9 of the Reference Schedule, comprising the North Site, the South Site and the Connecting Station Site.

Principal's Representative means the person referred to in item 6 of the Reference Schedule or any person appointed by the Principal as a replacement from time to time, as notified by the Principal to the PS Contractor.

Principal's Vision Statement has the meaning given in section 1.4(a) of the SWTC.

Pro-forma Adjoining Property Owner Agreement means the pro-forma adjoining property owner agreement set out in Schedule D9 (*Pro-forma Adjoining Property Owner Agreement*).

Pro-forma Easement means the pro-forma easement for crane access, rock anchors or scaffolding (as appropriate) set out in Schedule D10 (*Pro-forma Adjoining Property Easement*).

Progress Report means each progress report to be submitted by the PS Contractor under Appendix F2 of the SWTC.

Project Control Group means the group established in accordance with clause 1 of Schedule B1 (*Governance Groups*).

Project Cooperation and Integration Deed means each of:

- (a) the TSE Cooperation and Integration Deed;
- (b) each Interface Contractor Cooperation and Integration Deed; and
- (c) the Operator Cooperation and Integration Deed.

Project Health and Safety Management Plan means the Project Plan of that name.

Project Planning Approval (Chatswood to Sydenham) means the approval granted by the Minister for Planning and Infrastructure under section 115ZB of the EP&A Act dated 9 January 2017, including all conditions to such approval and all documents incorporated by reference, as modified from time to time.

Project Plans means the plans listed in Appendix F2 of the SWTC, including all subsidiary plans and supporting documents and information, as updated from time to time in accordance with this deed.

Project Requirements has the meaning given in clause 2.3 (*Project Requirements*).

Project Site means the areas of the Construction Site identified in section 2 of the Site Access Schedule and the areas of the Construction Site described as "Project Site" in section 3 of the Site Access Schedule.

Project Values means the values that will guide the delivery of Sydney Metro City & Southwest, being safety and wellbeing, collaboration, integrity, innovation, excellence and achievement.

Project Works means the physical works which the PS Contractor must design, construct, complete and hand over under this deed (including, to the extent relevant to such works, Modifications directed in accordance with this deed) including the PS Works and the Third Party Works, but excluding Temporary Works.

Property Works means all works required to existing buildings and infrastructure or to and within properties arising out of the PS Contractor's Activities as described or specified in section 2.1.5 of the SWTC.

Provisional Sum Work means those parts of the PS Contractor's Activities described in Schedule E8 (*Provisional Sum Work*).

PS Contractor Event of Default has the meaning given in clause 32.1 (*PS Contractor Event of Default*).

PS Contractor Guarantor means the entity referred to in item 3 of the Reference Schedule.

PS Contractor Margin means [REDACTED]

PS Contractor Submissions has the meaning given in clause 1.8(a)(i).

PS Contractor Termination Event means any event specified in clause 32.4 (*PS Contractor Termination Events*).

PS Contractor's Activities means all things or tasks which the PS Contractor is, or may be, required to provide, carry out or do to comply with its obligations under this deed (whether or not the performance of such things or tasks is subcontracted by the PS

Contractor to another person) including provision of Construction Plant and Construction Materials, designing, constructing, testing and commissioning the Project Works and Temporary Works and including the Post Completion Activities.

PS Contractor's Initial Program is the initial program for the Project Works prepared by the PS Contractor as part of its Tender.

PS Contractor's Program is the program/schedule submitted by the PS Contractor to the Principal's Representative in accordance with the requirements of clause 21.5(b) and as updated pursuant to clause 21.5(c) and Appendix F2 of the SWTC.

PS Contractor's Representative means the person referred to in item 7 of the Reference Schedule or any person appointed by the PS Contractor as its replacement representative from time to time, as notified by the PS Contractor to the Principal in writing.

PS Contractor's Tender Design means the design prepared by the PS Contractor as part of its Tender and set out in Schedule C3 (*PS Contractor's Tender Design*).

PS Developers means each of the PS North Developer and the PS South Developer.

PS Developers' Activities means each of the PS North Developer's Activities and the PS South Developer's Activities.

PS Developers' Associates means each of the PS North Developer's Associates and the PS South Developer's Associates.

PS North Developer means the entity referred to in item 2 of the Reference Schedule.

PS North Developer's Activities means all activities that the PS North Developer performs, or is required to perform, to comply with its obligations under the OSD PDA (North), whether or not the performance of such things or tasks is subcontracted by the PS North Developer to another person.

PS North Developer's Associates means the people and entities referred to in paragraph (b) of the definition of "Associate" in the OSD PDA (North).

PS OSD Contract Documents means each of the PS OSD Contract Documents (North) and the PS OSD Contract Documents (South).

PS OSD Contract Documents (North) means the OSD PDA (North) and each "PS OSD Contract Document" (as defined in the OSD PDA (North)).

PS OSD Contract Documents (South) means the OSD PDA (South) and each "PS OSD Contract Document" (as defined in the OSD PDA (South)).

PS South Developer means the entity referred to in item 2(a) of the Reference Schedule.

PS South Developer's Activities means all activities that the PS South Developer performs, or is required to perform, to comply with its obligations under the OSD PDA (South), whether or not the performance of such things or tasks is subcontracted by the PS South Developer to another person.

PS South Developer's Associates means the people and entities referred to in paragraph (b) of the definition of "Associate" in the OSD PDA (South).

PS Station Contract Documents means:

- (a) this deed;
- (b) each Parent Company Guarantee;
- (c) the Independent Certifier Deed;
- (d) not used;
- (e) not used;
- (f) any Significant Subcontractor Direct Deed;
- (g) each Project Cooperation and Integration Deed;
- (h) the Master Interface Protocols Deed Poll;
- (i) the Collateral Warranty Deed Poll;
- (j) the IDAR Panel Agreement; and
- (k) any document which the Principal and the PS Contractor acknowledge in writing to be a PS Station Contract Document,

but does not include the PS OSD Contract Documents.

PS Works means the physical works which the PS Contractor must design, construct, complete and hand over to the Principal in accordance with this deed (including, to the extent relevant to such works, Modifications directed in accordance with this deed) but excluding the Third Party Works.

Public Art Supply Contract means the Nominated Subcontract to be entered into between the PS Contractor and the Public Art Supply Contractor in respect of the Public Art Supply Works.

Public Art Supply Contractor means the contractor to be engaged by the PS Contractor for the provision of the Public Art Supply Works, as identified in Schedule A27 (*Nominated Subcontracts*).

Public Art Supply Works means that part of the PS Contractor's Activities which relates to the procurement and installation of items of public art which are contemplated by section 1.2 of SWTC Appendix B1.6 - Public Art.

Public Disclosure Obligations has the meaning given in clause 33.2(a).

Public Transport Agency means the Principal, TfNSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains.

Pure Economic Loss means Consequential Loss, other than Consequential Loss arising out of or in connection with:

- (a) any illness or personal injury to, or death of, any person;
- (b) the loss or destruction of (whether total or partial) or damage to any real or personal property; or
- (c) loss of use of or access to any real or personal property where such loss of use or access is caused by the PS Contractor's wrongful act or omission or breach of this deed.

Quality Plan means the Project Plan of that name.

Rail Infrastructure Manager has the meaning given in the Rail Safety National Law.

Rail Safety National Law means the *Rail Safety National Law (NSW)*, as defined in the *Rail Safety (Adoption of National Law) Act 2012 (NSW)*, and any associated regulations.

Rail Safety Regulations means the regulations made under the Rail Safety National Law or the *Rail Safety (Adoption of National Law) Act 2012 (NSW)*.

RailCorp means Rail Corporation New South Wales, a corporation constituted by section 4(1) of the Transport Administration Act.

Railway Operations has the meaning given in the Rail Safety National Law.

Records has the meaning given in clause 16.1(a).

Recovery Plan means a plan that complies with the requirements of clause 21.5A(c).

Reference Schedule means Schedule A1 (*Reference Schedule*).

Related Body Corporate has the meaning given in section 9 of the Corporations Act.

Related Entity of a corporation means:

- (a) a Related Body Corporate; and
- (b) a unit trust in relation to which that corporation directly or indirectly:
 - (i) controls the right to appoint the trustee;
 - (ii) is in a position to control the casting of, more than one half of the maximum number of votes that might be cast at a meeting of holders of units in the trust; or
 - (iii) holds or is in a position to control the disposal of more than one half of the issued units of the trust (excluding any of the issued units that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Release Date means the date on which the Principal makes payment of the [REDACTED] to the PS Contractor.

Remediation has the meaning given in the *Contaminated Land Management Act 1997 (NSW)*.

Remedy Plan has the meaning given in clause 32.2(b)(ii)(A).

Required Rating means a credit rating or financial strength rating of at least A by Standard and Poor's (Australia) Pty Limited or A2 by Moody's Investor Service, Inc (or such other credit rating as the Principal may approve in writing from time to time) or, if no rating is provided by Standard and Poor's (Australia) Pty Limited or by Moody's Investor Services, Inc, an equivalent rating with another reputable rating agency.

Resequencing has the meaning given in clause 22.1(a)(i).

Residential Lot means the stratum lot limited in depth and limited in height indicatively shown as Lot 2 in the Draft South Subdivision Plan which will be created by way of Subdivision in which the completed South OSD (and any ancillary retail areas) will sit.

Residential SDD Works means any part of the Project Works which are Home Building Works.

Resolution Institute means the Resolution Institute Australia.

Retail Works means the part of the PS Works described in Appendix B1.7 of the SWTC.

Safety Management System has the meaning given in the Rail Safety National Law.

Savings has the meaning given in Schedule E4 (*Valuation mechanism*).

Section 88B Instrument means a document in the form of a Draft Section 88B Instrument and otherwise in a form acceptable to the Principal and the PS Contractor (each acting reasonably).

Security means each unconditional undertaking required to be provided or which the Principal is entitled to hold pursuant to clause 3 (*Security*).

Security Interest means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person or any interest in relation to personal property provided for by a transaction that in substance secures payment or performance of an obligation or otherwise would be considered to be a "security interest" under section 12(1) of the PPS Act.

Shared Facilities means a service, area, facility or other infrastructure which services or is used by more than one stratum lot in the Draft Subdivision Plan.

Significant Completion means each of Milestone Achievement, Substantial Completion and Completion.

Significant Date means each Date for Milestone Achievement, Date for Substantial Completion and Date for Completion.

Significant Subcontract means each of the following:

- (a) not used;
- (b) each contract entered into by the PS Contractor with the L&E Contractor;
- (c) each contract entered into by the PS Contractor with the BMCS Contractor;
- (d) each contract entered into by the PS Contractor with the Public Art Supply Contractor;
- (da) each contract entered into by the PS Contractor with a Subcontractor for the supply, installation, testing and commissioning of any of the following permanent works which form part of the Project Works:
 - (i) environmental control system, in accordance with Appendix B3.1 of the SWTC;
 - (ii) hydraulic services, in accordance with Appendix B4 of the SWTC;
 - (iii) fire services system, in accordance with section 3 of Appendix B6 of the SWTC;
 - (iv) low voltage distribution and electrical building services, in accordance with Appendix B3.2 of the SWTC;

- (v) earthing and bonding, and electrolysis and electromagnet systems, in accordance with Appendix B3.3 of the SWTC;
 - (vi) lighting, in accordance with Appendix B3.4 of the SWTC;
 - (vii) interface to the power control system, in accordance with Appendix B3.5 of the SWTC;
 - (viii) supporting infrastructure for the bulk power supply and high voltage reticulation, in accordance with Appendix B3.6 of the SWTC; or
 - (ix) supporting infrastructure for the tunnel ventilation system, in accordance with Appendix B3.7 of the SWTC;
- (e) each contract for the provision of any "Significant Subcontract Work" listed in Schedule A5 (*Significant Subcontractors and Significant Subcontract Work*);
 - (f) each contract entered into by the PS Contractor in connection with the PS Contractor's Activities with a contract value of greater than [REDACTED] (excluding any contract with a sub-tenant and any contract for retail fit out purposes); and
 - (g) any other contract that the parties agree in writing from time to time is a Significant Subcontract.

Significant Subcontractor means a party (other than the PS Contractor) to a Significant Subcontract.

Significant Subcontractor Direct Deed means a deed between the Principal, the PS Contractor and any Significant Subcontractor.

Site Access Date means, in respect of a part of the Construction Site, the date specified as the "Site Access Date" for that part of the Construction Site in the Site Access Schedule.

Site Access Expiry Date means, in respect of part of the Construction Site, the date specified as the "Site Access Expiry Date" for that part of the Construction Site in the Site Access Schedule.

Site Access Schedule means Schedule D1 (*Site Access Schedule*).

Site Conditions are any physical conditions and characteristics of, on, above, below or over the surface, or in the vicinity, of the Construction Site and any Extra Land or their surroundings including:

- (a) Artefacts and any other natural and artificial conditions;
- (b) physical and structural conditions, including old footings, underground structures, buildings, improvements, partially completed structures and in-ground works;
- (c) all improvements, including any artificial things, foundations, retaining walls and other structures installed by or on behalf of the Principal or others;
- (d) surface water, ground water, ground water hydrology and the effects of any dewatering;
- (e) any Contamination, Hazardous Chemical or other spoil or waste;
- (f) topography of the Construction Site and any Extra Land, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered at the Construction Site or Extra Land;

- (g) geological, geotechnical and subsurface conditions or characteristics;
- (h) any underground strata;
- (i) all Utility Services, systems and facilities, above or below ground level and all facilities with which such Utility Services and systems are connected;
- (j) the Environment, water, weather or climatic conditions, or the effects of the Environment, water, weather or climatic conditions, including rain, surface water runoff and drainage, water seepage, wind-blown dust and sand, seasons and physical conditions that are a consequence of weather or climatic conditions;
- (k) any adjoining property; and
- (l) any latent conditions.

SOP Act means the *Building and Construction Industry Security of Payment Act 1999* (NSW).

South Airspace Lot means the stratum lot indicatively shown as Lot 3 in the Draft South Subdivision Plan, which will be created by way of Subdivision.

South OSD or South Over Station Development means the development of the Residential Lot to be carried out and completed in accordance with the OSD PDA (South).

South Residual Lot has the meaning given in paragraph 2.2(j) of the Subdivision Principles.

South Site means each of the parcels of land referred to in item 9(b) of the Reference Schedule and that part of the Connecting Station Site which will be Subdivided to create each of the following:

- (a) Residential Lot;
- (b) South Station Lot;
- (c) South Airspace Lot; and
- (d) South Residual Lot.

South Station Lot means the stratum lot indicatively shown as Lot 1 in the Draft South Subdivision Plan, which will be created by way of Subdivision.

Stage 1 North Residual Lot comprises all residual Subdivision Land forming part of the North Site not required for the North Station Lot.

Stage 1 South Residual Lot comprises all residual Subdivision Land forming part of the South Site not required for the South Station Lot.

Stage 1 Subdivision Documents has the meaning given in clause 8(a) of Schedule D12 (*Subdivision Requirements*).

State means the Crown in right of the State of New South Wales.

State Indemnified Party means:

- (a) the Principal;



Station Works means the part of the PS Works described in Section 2.1.2 of the SWTC.

Subcontract means an agreement for supply of goods or services (including professional services and plant hire) or both.

Subcontractor means:

- (a) for the purposes of clause 33.1(c), any person who enters into a contract in connection with the PS Contractor's Activities with the PS Contractor; and
- (b) otherwise, any person who enters into a contract in connection with the PS Contractor's Activities with the PS Contractor or whose subcontract is in connection with the PS Contractor's Activities and is in a chain of contracts where the ultimate contract is with the PS Contractor.

Subdivide and **Subdivision** means a subdivision, consolidation or dedication of land (or to create the land) under the Subdivision Legislation.

Subdivision Documents means any of the management statement, development contract, by-laws, or an instrument creating easements, covenants or restrictions under the Subdivision Legislation, including the Building Management Statements and the Section 88B Instruments, and also including:

- (a) the Draft Subdivision Plans;
- (b) the Draft Section 88B Instruments; and
- (c) the Draft BMSs.

Subdivision Land means the North Site and the South Site.

Subdivision Legislation means any of the *Conveyancing Act 1919 (NSW)*, *Real Property Act 1900 (NSW)*, *Community Land Development Act 1989 (NSW)*, *Strata Schemes Development Act 2015 (NSW)*, *Strata Schemes Management Act 2015 (NSW)*, the *Roads Act 1993 (NSW)* or the EP&A Act.

Subdivision Principles means the principles set out in Schedule D13 (*Subdivision Principles*).

Subdivision Proposal means a Subdivision Proposal (North Site) or Subdivision Proposal (South Site) (as applicable).

Subdivision Proposal (North Site) means a proposal by the PS Contractor in respect of the Subdivision of the North Site which must:

- (a) outline and provide reasonable details of the proposed number and configuration of the stratum lots which will comprise the North Station Lot, the Commercial Lot, the North Airspace Lot and the North Residual Lot (if any);
- (b) attach full copies of all proposed Subdivision Documents that the PS Contractor intends to be registered together with the Draft North Subdivision Plan; and
- (c) attach a certificate from the Surveyor addressed to the Principal confirming that the relevant proposed Subdivision Documents accord with the Project Planning Approval (Chatswood to Sydenham), the Detailed SSD Consent and the Subdivision Principles.

Subdivision Proposal (South Site) means a proposal by the PS Contractor in respect of the Subdivision of the South Site which must:

- (a) outline and provide reasonable details of the proposed number and configuration of the stratum lots which will comprise the South Station Lot, the Residential Lot, the South Airspace Lot and the South Residual Lot (if any);
- (b) attach full copies of all proposed Subdivision Documents that the PS Contractor intends to be registered together with the Draft South Subdivision Plan; and
- (c) attach a certificate from the Surveyor addressed to the Principal confirming that the relevant proposed Subdivision Documents accord with the Project Planning Approval (Chatswood to Sydenham), the Detailed SSD Consent and the Subdivision Principles.

Substantial Completion means:

- (a) in respect of the Trackway Portion, the stage in the execution of PS Contractor's Activities in respect of the Trackway Portion when:
 - (i) the Portion is complete in accordance with this deed except for any:
 - (A) Minor Defects;
 - (B) Agreed Defects; and
 - (C) Accepted Defects;
 - (ii) the PS Contractor has:
 - (A) carried out and passed all Tests which are required under this deed to be carried out and passed prior to Substantial Completion of the Trackway Portion being achieved;
 - (B) carried out all Tests which must necessarily be carried out and passed to verify that the Trackway Portion is in the condition this deed requires it to be in at Substantial Completion;
 - (C) obtained all Approvals that it is required under this deed to obtain prior to Substantial Completion of the Trackway Portion being achieved and provided those Approvals to the Principal's Representative;
 - (D) given to the Principal's Representative (with a copy to any of the Interface Contractors as required by the Principal) all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Trackway Portion which are required by this deed to be given to the Principal's Representative prior to Substantial Completion of the Trackway Portion being achieved, including copies of all documentation in accordance with the requirements of the SWTC;
 - (E) executed a certificate in the form of Schedule B7 (*PS Contractor's Certificate - Substantial Completion*) for the Trackway Portion and provided it to the Principal's Representative and the Independent Certifier;
 - (F) removed all Construction Plant from the parts of the Construction Site that relate to the Trackway Portion, other than:

- (aa) any Construction Plant required to carry out the Post Completion Activities; and
 - (bb) any Construction Plant necessary to facilitate the handover of the Trackway Portion to the Principal or which is required to be retained on the Construction Site in accordance with clause 6.10(c) (where approved by the Principal's Representative in accordance with clause 6.10(c));
- (G) in respect of any Extra Land occupied or used in connection with the Trackway Portion, provided the Principal's Representative with:
- (aa) properly executed releases on terms satisfactory to the Principal's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having interests in such land; or
 - (bb) if the relevant Landowner or occupier, or other person having an interest in that Extra Land, has failed or refused to execute such a release within [REDACTED] after it was provided by the PS Contractor to the owner, occupier or other person:
 - (a) copies of all correspondence between the PS Contractor and the owner, occupier or other person; and
 - (b) evidence that the condition of the Extra Land satisfies the requirements of the deed;
- (H) not used;
- (I) given the Principal's Representative (with a copy to any Interface Contractor as required by the Principal) all Asset Management Information (including as-built drawings) which has not been rejected by the Principal's Representative in accordance with clause 6.12(c) with respect to the Trackway Portion;
- (J) submitted to the Principal's Representative a survey certificate (within the meaning of that term in the *Surveying and Spatial Information Regulation 2012* (NSW)) signed by a land surveyor registered under the Surveying and *Spatial Information Act 2002* (NSW) who is approved by the Principal's Representative stating that:
- (aa) the whole of the Trackway Portion is within the relevant boundaries of the Project Site stipulated in this deed, except only for parts of the Portion specifically required by this deed to be outside those boundaries (including any Utility Service Works which this deed specifically states may be carried out outside the boundary of the Construction Site);
 - (bb) the elements of the Portion are in the positions and within the tolerances required by this deed;
 - (cc) the survey information included in the Asset Management Information provided by the PS Contractor pursuant to clause 6.12 (*Asset Management Information*) complies with the requirements of this deed; and

- (dd) any other matter identified by the Principal's Representative in relation to surveying or the boundaries of the Portion complies with the requirements of this deed; and
 - (K) removed all rubbish, surplus materials (including Construction Materials) and Temporary Works from the relevant parts of the Construction Site and Extra Land relevant to that Portion in accordance with clause 6.10 (*Cleaning up*);
 - (iii) the Independent Certifier has issued a certificate in the form of Schedule B5 (*Independent Certifier's Certificate – Design*) in respect of all Design Stage 3 Design Documentation applicable to the Trackway Portion which has been provided to the Independent Certifier by the Principal under clause 4.5(c); and
 - (iv) the PS Contractor has done everything else which is stated to be a condition precedent to Substantial Completion of the Trackway Portion, or which PS Contractor is otherwise expressly required by this deed to do prior to Substantial Completion of the Trackway Portion being achieved; and
- (b) in respect of a Non-Trackway Portion, the stage in the execution of PS Contractor's Activities in respect of that Portion when:
- (i) the Portion is complete in accordance with this deed except for:
 - (A) Local Area Works;
 - (B) final architectural finishes to the Station Works impacted by Interface Work, plant, temporary amenities or other temporary access provisions;
 - (C) Loading Dock;
 - (D) shopfronts to retail areas;
 - (E) any:
 - (aa) Minor Defects;
 - (bb) Agreed Defects; and
 - (cc) Accepted Defects; and
 - (ii) the PS Contractor has:
 - (A) carried out and passed all Systems Acceptance Tests relating to the Project Works as specified in section F7 of the SWTC (which can be undertaken on temporary power if permanent power connection is not available) which:
 - (aa) are required under this deed (including the SWTC) to be carried out and passed prior to Substantial Completion of that Portion being achieved; or
 - (bb) must necessarily be carried out and passed to verify that Portion is in the condition this deed requires it to be in at Substantial Completion of that Portion; and

- (B) executed a certificate in the form of Schedule B7 (*PS Contractor's Certificate – Substantial Completion*) for the Portion and provided it to the Principal's Representative and the Independent Certifier; and
- (iii) the PS Contractor has done everything else which is stated to be a condition precedent to Substantial Completion of the Portion, or which PS Contractor is otherwise expressly required by this deed to do prior to Substantial Completion of the Portion being achieved.

Surveyor means a surveyor who is a member of the Association of Consulting Surveyors NSW Inc having at least 5 years' experience in surveying premises of the same type as the Pitt Street Station and OSD.

Sustainability Management Plan means the Project Plan of that name, as updated from time to time in accordance with this deed.

SWTC means the Scope of Works and Technical Criteria contained in Schedule C1 (*Scope of Works and Technical Criteria*).

Sydney Metro City & Southwest means the construction, maintenance and operation of the railway line from Chatswood to Bankstown, including:

- (a) the upgrade and conversion of the existing Bankstown line to metro standard, the stabling yard and maintenance depot at Marrickville, stations, tunnels, viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure; and
- (b) the integration of Sydney Metro Northwest to form a single end to end metro system from Cudgegong Road to Bankstown.

Sydney Metro City & Southwest Strategic Objectives has the meaning given in section 1.3(b) of the SWTC.

Sydney Metro Northwest means the railway line from Chatswood to Cudgegong Road, including the stabling yard and maintenance depot at Tallawong Road, the stations, tunnels, viaducts, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

Sydney Metro Principal Contractor Health and Safety Standard means the document referred to as the "Sydney Metro Principal Contractor Health and Safety Standard (SM-PS-ST-221)", which is included in electronic form in Schedule F1 (*Electronic files*).

Sydney Metro Programming Protocol means the document titled "Sydney Metro Programming Protocol".

Sydney Trains means Sydney Trains, the body corporate constituted by section 36 of the Transport Administration Act.

Taxes means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them.

Technical Management Plan means the Project Plan of that name, as updated from time to time in accordance with this deed.

Technical Working Group means each working group established pursuant to clause 2 of Schedule B1 (*Governance Groups*).

Temporary Repairs has the meaning given in clause 15.8(a).

Temporary Works means any temporary physical works required for the purpose of performing the PS Contractor's Activities but not forming part of the Project Works.

Tender means the PS Contractor's response to the request for tenders titled "Response to the request for tender for the delivery of the Pitt Street Integrated Station Development Contract Number: 506" dated 20 December 2018, as amended.

Test means examine, measure and trial and includes:

- (a) the tests required by Appendix F7 of the SWTC or the Testing and Commissioning Plan; and
- (b) any additional tests which the PS Contractor is directed to carry out under clause 24.2(a).

Testing and Commissioning Plan means the Project Plan of that name.

Third Party means a party to a Third Party Agreement other than the Principal.

Third Party Agreement means an agreement contained in Schedule D5 (*Third Party Agreements*) and any Adjoining Property Owner Agreement which has been, or will be, entered into by the Principal.

Third Party Agreement Design Documentation means any Design Documentation that is required to be submitted under or in connection with any Third Party Agreement.

Third Party Works means Local Area Works, Property Works and Utility Service Works.

Trackway Portion means those parts of the Project Works described as "Portion 1" in section 3 of Schedule A3 (*Portions and Milestones*).

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

Transport Assets has the meaning assigned to it in the ASA Charter.

Transport for NSW or **TfNSW** means Transport for NSW, a NSW government agency constituted by section 3C of the Transport Administration Act.

TSE Construction Completion has the meaning given to the term "Construction Completion" in the TSE Contract with respect to the TSE Works.

TSE Contract means the contract titled "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" dated 22 June 2017 between the Principal and the TSE Contractor to carry out the TSE Works, a redacted copy of which is included in electronic form in Schedule F1 (*Electronic files*).

TSE Contractor means John Holland Pty Ltd ABN 11 004 282 268, CPB Contractors Pty Ltd ABN 98 000 893 667 and Ghella Pty Ltd ABN 85 142 392 461.

TSE Cooperation and Integration Deed means a deed to be entered into between the Principal, the PS Contractor and the TSE Contractor substantially in the form of Schedule A26 (*TSE Cooperation and Integration Deed*).

TSE Date for Construction Completion has the meaning given to the term "Date for Construction Completion" under the TSE Contract with respect to the TSE Works.

TSE Date of Construction Completion means, in respect of the TSE Works:

- (a) the date notified by the TSE Independent Certifier as the date TSE Construction Completion was achieved; or

- (b) where another date is determined in accordance with the dispute resolution procedures under the TSE Contract as the date upon which TSE Construction Completion was achieved, that date.

TSE Defect means:

- (a) any defect, deficiency, fault, error or omission in the TSE Works; and
- (b) any:
 - (i) cracking, shrinkage, movement or subsidence in the TSE Works; or
 - (ii) other aspect of the TSE Works,

which is not in accordance with the TSE Works Baseline Requirements,

which will:

- (c) cause the PS Contractor to incur additional cost;
- (d) delay the performance of the PS Contractor's Activities;
- (e) affect any warranty provided by the PS Contractor under this deed; or
- (f) prevent the PS Contractor from complying with its obligations under this deed,

but does not include [REDACTED]

TSE Independent Certifier means APP Corporation Pty Limited ABN 29 003 764 770 or such other person(s) as may be engaged by the Principal and the TSE Contractor in accordance with the TSE Independent Certifier Deed.

TSE Independent Certifier Deed means the deed so titled entered into between the TSE Contractor, the Principal and the TSE Independent Certifier.

TSE Known Defect means a TSE Defect which is listed in a TSE Notice of Construction Completion.

TSE Notice of Construction Completion has the meaning given to the term "Notice of Construction Completion" in the TSE Contract.

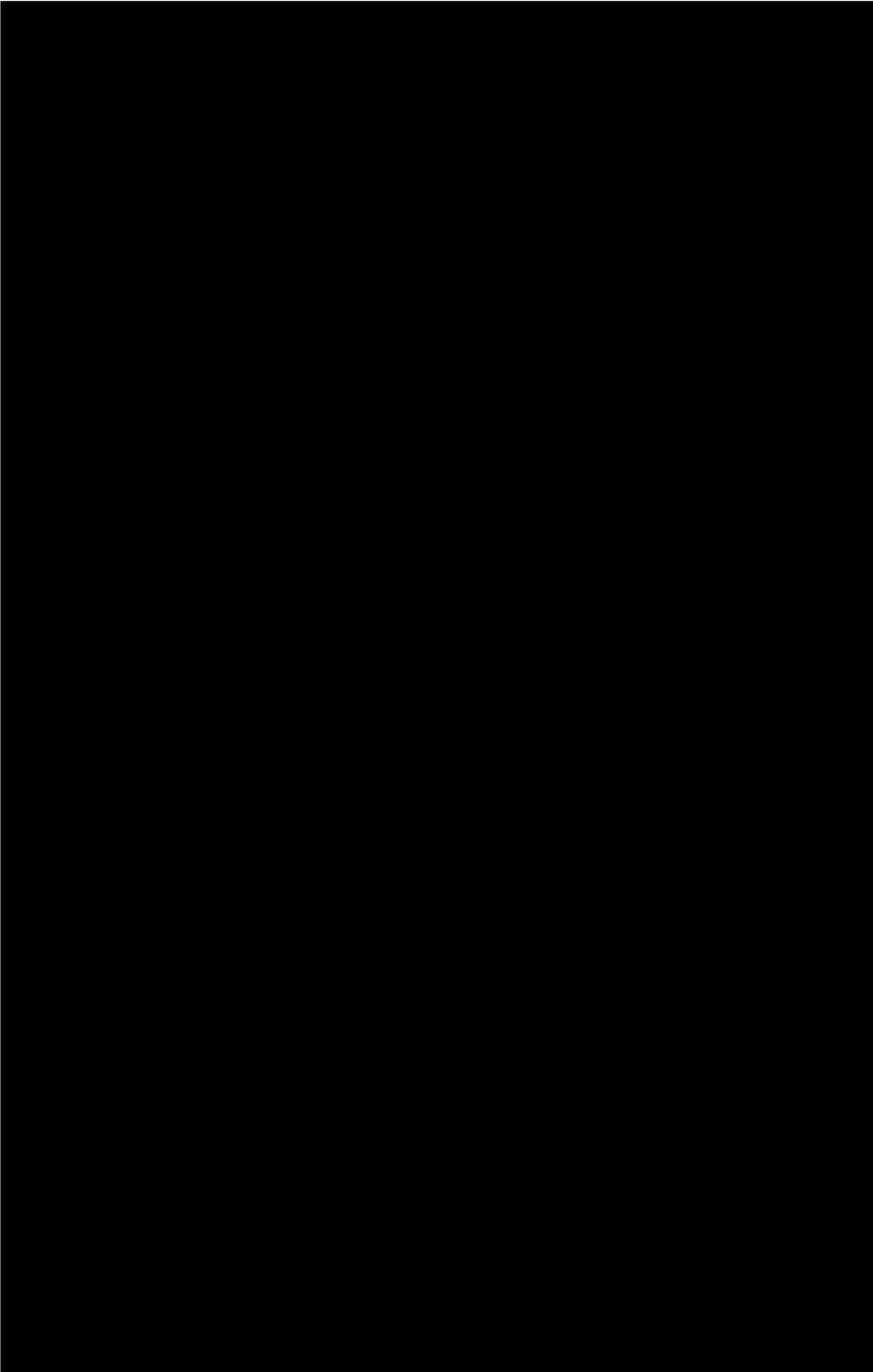
TSE Site means the "Construction Site" (as defined in the TSE Contract), to the extent that that "Construction Site" forms part of the Construction Site.

TSE Site Access Date has the meaning in clause 9.2(d).

[REDACTED]

TSE Works means the works comprised within "Portion 5" and, in relation to the platform caverns for Pitt Street Station, "Portion 7" in the TSE Contract.

TSE Works Asset Management Information means any "Asset Management Information" (as defined in the TSE Contract), including any draft "Asset Management Information" submitted to the Principal by the TSE Contractor under the TSE Contract, to the extent that "Asset Management Information" or draft "Asset Management Information" relates to the TSE Works.





TSE Works Design Documentation has the meaning given in clause 15.2(a).

TSE Works O&M Manuals means the operation and maintenance manuals forming part of the TSE Works Asset Management Information certified by the TSE Independent Certifier under the TSE Contract.

TSOM Contract means a contract between the Principal and the TSOM Contractor for the provision of the TSOM Works and, if required by the Principal, the operation and maintenance of Sydney Metro City & Southwest.

TSOM Contractor means any entity that is engaged by the Principal to carry out the TSOM Works and, if required by the Principal, the operation and maintenance of Sydney Metro City & Southwest.

TSOM Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that the TSOM Contractor must, in accordance with the TSOM Contract, design, construct, manufacture, install, test and commission for the purposes of completing the Sydney Metro City & Southwest, including equipment, systems (including all information systems, central control systems and communications systems), hardware and software, rolling stock, platform screen doors and control centre.

Unowned Property Works Land means a parcel of land and any improvements of which the State is not the registered proprietor, lessee or licensee and in relation to which, or upon which, Property Works are to be undertaken.

Urgent Defect means a Defect which poses or creates an actual or potential risk to the health or safety of any person or of loss of or damage to property.

Utility Service means any service utility, service facility or item of public or private infrastructure, including for the provision or measurement of water, electricity, gas, fuel, telephone, drainage, stormwater, sewerage, industrial waste disposal and electronic communications service (including power, electricity, gas, water, sewerage and telecommunications and all pipes, wires, cables, ducts and other conduits in connection with them).

Utility Service Works means the construction, modification, or relocation of Utility Services to be designed and constructed by the PS Contractor and handed over to the Principal, an Authority or any other person in accordance with this deed including any such works specified in the SWTC (and including, to the extent relevant to such works, Modifications directed or approved in accordance with this deed).



WHS Accreditation Scheme means the Australian Government Building and Construction WHS Accreditation Scheme established by the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth), or any scheme replacing it.

WHS Legislation means:

- (a) the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW); and
- (b) any legislation in other states and territories of Australia addressing work health and safety which applies to the Project Works.

Wilful Misconduct means an act or failure to act by a party or its Associates that was intended to cause, or was in reckless disregard of or wanton indifference to, harmful consequences, excluding any innocent act, omission, mistake or error of judgement.

Witness Point means a point in a work process for which the PS Contractor must give prior notice to the Principal's Representative to allow the Principal's Representative to attend and witness the point in the work process should it choose to do so.

SCHEDULE A3. – PORTIONS AND MILESTONES

(Schedule A2 and clause 19)

1. General

- (a) Subject to section 1(c), unless the context requires otherwise, terms which are defined in the SWTC have the same meaning where used in this Schedule A3.
- (b) A reference to an area of the Construction Site by an individual area number is a reference to the area of the Construction Site so numbered and described in the drawings described in section 2 of this Schedule A3.
- (c) In this Schedule A3:
 - (i) **Degree 1 Activities Completion** means the stage in execution of PS Contractor's Activities in respect of a specified part of the Project Works when all of the activities identified as "Degree 1 Activities" in Table 4 in Appendix 1 to this Schedule A3 have been completed, as applicable, in accordance with this deed;
 - (ii) **Degree 2 Activities Completion** means the stage in execution of PS Contractor's Activities in respect of a specified part of the Project Works when all of the activities identified as "Degree 2 Activities" in Table 4 in Appendix 1 to this Schedule A3 have been completed, as applicable, in accordance with this deed; and
 - (iii) **Degree 3 Activities Completion** means the stage in execution of PS Contractor's Activities in respect of a specified part of the Project Works when all of the activities identified as "Degree 3 Activities" in Table 4 in Appendix 1 to this Schedule A3 have been completed, as applicable, in accordance with this deed.

2. Portion and Milestone Drawings

The drawings of the areas of the Construction Site referred to in this Schedule A3 are set out in Table 1 below.

Table 1: Drawings

Drawing Number	Revision	Drawing Title and number of sheets	Electronic File Reference
NWRLSRT-STN-SPS-AT-DWG-008401	B	Pitt Street ISD Portions and Milestones South B5 Sub-floor Level	Pitt Street ISD Portions and Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008402	B	Pitt Street ISD Portions and Milestones South B4 Platform Level	Pitt Street ISD Portions and Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008403	B	Pitt Street ISD Portions and Milestones South B3 Level, B2 Level	Pitt Street ISD Portions and Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008404	B	Pitt Street ISD Portions and Milestones South B1 Level, B1 OSD Mezzaine Level	Pitt Street ISD Portions and Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008405	B	Pitt Street ISD Portions and Milestones South 00 Street Level, 01 OSD Level	Pitt Street ISD Portions and Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008406	B	Pitt Street ISD Portions and Milestones South 02 OSD Level, 03 OSD Level	Pitt Street ISD Portions and Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008407	B	Pitt Street ISD Portions and Milestones South 04 Station Level, 05 Station Level	Pitt Street ISD Portions and Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008408	C	Pitt Street ISD Portions and Milestones South Section EE	Pitt Street ISD Portions and Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008409	B	Pitt Street ISD Portions and Milestones North B5 Sub Floor Level	Pitt Street ISD Portions and Milestones.pdf

Drawing Number	Revision	Drawing Title and number of sheets	Electronic File Reference
NWRLSRT-STN-SPS-AT-DWG-008410	B	Pitt Street ISD Portions and Milestones North B4 Platform Level	Pitt Street ISD Portions and Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008411	B	Pitt Street ISD Portions and Milestones North B3 Level, B2 Level	Pitt Street ISD Portions & Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008412	B	Pitt Street ISD Portions and Milestones North B1 Level	Pitt Street ISD Portions & Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008413	B	Pitt Street ISD Portions and Milestones North 00 Street Level, 01 OSD Level	Pitt Street ISD Portions & Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008414	B	Pitt Street ISD Portions and Milestones North 02 OSD Level, 03 OSD Level	Pitt Street ISD Portions & Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008415	B	Pitt Street ISD Portions and Milestones North 04 Station Level	Pitt Street ISD Portions & Milestones.pdf
NWRLSRT-STN-SPS-AT-DWG-008416	A	Pitt Street ISD Portions & Milestones North Section FF	Pitt Street ISD Portions & Milestones.pdf

3. Portions

Table 2: Portions

Portion	Description	Date for Substantial Completion	for Delay Damages Date Substantial Completion (clause 21.11) \$/day	Liquidated post for Date Completion	for Delay Damages for (clause 21.11) \$/day
Portion 1					
Portion 2					

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Portion	Description	Date Substantial Completion	for Delay Damages Date Substantial Completion (clause 21.11) \$/day	Liquidated post for	Date for Completion Delay Damages for (clause 21.11) \$/day	Liquidated post Date Completion (clause 21.11)
					per day. (b) From [REDACTED] [REDACTED] per day.	

4. Milestones

Table 3: Milestones

Milestone	Description	Date Milestone Achievement	for Delay Damages	Liquidated
Milestone 1				
Milestone 2				
Milestone 3				
Milestone 4a				
Milestone 4b				
Milestone 5				

Milestone	Description	Date Milestone Achievement	for Delay Damages	Liquidated
Milestone 6				
Milestone 7				
Milestone 8				

Table 3A: Milestone Performance Payments

Milestone Performance Payment (MPP)	Description	Value of Milestone Performance Payment
Milestone Performance Payment 1		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 2		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 3		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 4		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 5		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 6		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)
Milestone Performance Payment 7		The amount set out in Schedule E1 (<i>Contract Sum Schedule</i>)

APPENDIX 1 – DEGREES OF COMPLETION

Table 4: Activities for Degrees of Activities Completion

Degree 1 Activities	Degree 2 Activities	Degree 3 Activities
1.1 Structure or building complete, clean, dry and watertight.	2.1 All activities identified for Degree 1 Activities Completion complete.	3.1 All activities identified for Degree 2 Activities Completion complete.
1.2 All tunnels, cross passages and adits structurally complete, clean, dry and watertight including backfilling, joints and stitches complete.	2.2 Permanent door frames installed with temporary doors and locks.	3.2 Electrical and mechanical Critical Equipment Room installation and main cabling complete.
1.3 Blockwalls, partition walls, all plinths and upstands complete.	2.3 Metal staircases, cat-ladders and catwalks complete.	3.3 HV and LV power related equipment installation and cabling complete.
1.4 Sealing of blockwork, plastering, painting, floor screeding and epoxy floor paint complete, i.e. all wet trades complete.	2.4 Structural steelwork and associated interface brackets complete including provisions for lift shafts, platform screen doors and surveys accepted.	3.4 All works in HV and LV power supply electrical Equipment Rooms including installation of permanent doors complete.
1.5 Structure or building as-built survey complete.	2.5 Louvres and grilles installed.	3.5 Headwall, tailwall and auxiliary communication cupboards installation including all associated electrical and mechanical services complete.
1.6 Structural and blockwork electrical and mechanical openings formed and survey complete.	2.6 Wall and ceiling finishes complete for back of house.	3.6 Ceiling framework and grids complete and all service panels that accommodate Interfacing Contractors' equipment installed.
1.7 Movement and expansion joints complete.	2.7 Framework for wall panels and cladding complete.	3.7 Ceiling, wall and floor final finishes at lift lobbies / balustrades, barriers and landings and adjacent to escalators complete.
1.8 Track and platform slab and overtrack and undertrack air duct complete including survey.	2.8 Complete mounting brackets, hangers supports, primary ceiling support frames, power and data points for Interface Contractors.	3.8 Installation for lift and escalator zones complete.
1.9 Staircases, lift shafts, lift pits, escalator/moving walkway pits and escalator areas complete.	2.9 Air tight and acoustic doors for all air plenums installed.	3.9 Smoke curtain, roller shutters, fire shutters and smoke barriers installation complete.
1.10 Construction equipment and scaffolding and	2.10 Joinery / framing / counter for supporting Interface Contractor equipment available.	
	2.11 Complete pedestal fixing brackets and	

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Degree 1 Activities	Degree 2 Activities	Degree 3 Activities
<p>falsework removed from all track areas.</p> <p>1.11 Underground earth mat, earth rods, lightning pits and earth pits complete and test results accepted.</p> <p>1.12 Underground pipework complete, cleaned and tested including manholes ductwork, valve pits and drawpits.</p> <p>1.13 Sumps complete with temporary pumps operational.</p> <p>1.14 Drainage system including oil interceptors, terminal manholes and discharge connections complete with temporary pumps operational.</p> <p>1.15 Trackbed / base slab / trackside upstands, track turnout slabs and cross track ducts complete.</p> <p>1.16 Louvres and acoustic panel frames to trackside areas complete, including station overrun structure.</p> <p>1.17 All works areas backfilled or formed to required formation level.</p> <p>1.18 Water-tightness testing to all tanks complete.</p> <p>1.19 Waterproofing complete.</p> <p>1.20 Confirmation of final positions of openings, holes, recesses, chases, and fixings after concreting.</p> <p>1.21 Installation of concealed conduits (with fixings and sleeves to be cast in concrete) complete, including accessories and draw</p>	<p>installation of floor panels for raised floors.</p> <p>2.12 Temporary air conditioning available and operational.</p> <p>2.13 Installation of cable containment and support systems complete, including ladder racks, cable trays, cable trunking and conduits, brackets anchors and guides.</p> <p>2.14 Completion of the activities described in Table 5 as being Degree 2 Provision Activities.</p> <p>2.15 Completion of the activities described in Table 6 as being Building Services First Fix Activities.</p>	<p>3.10 Wiring and termination to roller shutters, fire shutters and smoke barriers complete.</p> <p>3.11 Platform isolation and platform floor finishes up the Platform Screen Doors threshold complete.</p> <p>3.12 All internal and external finishes to all floors, walls and ceilings complete.</p> <p>3.13 All openings, accesses and service penetrations sealed.</p> <p>3.14 All signage wiring and termination complete.</p> <p>3.15 All door contact wiring complete.</p> <p>3.16 All permanent portable fire extinguisher complete and all related fire services requirements complete.</p> <p>3.17 Completion of the activities described in Table 5 as being Degree 3 Provision Activities.</p> <p>3.18 Completion of the activities described in Table 6 as being Building Services Second Fix Activities.</p>

Degree 1 Activities	Degree 2 Activities	Degree 3 Activities
<p>wires.</p> <p>1.22 Temporary safety barriers at landings and at all lift shafts and floor openings.</p> <p>1.23 Lift shaft alignment, location of penetrations and openings surveyed and accepted.</p> <p>1.24 All access requirements for Interface Contractors as specified in or required by the Appendix E1 of the SWTC are provided.</p> <p>1.25 Completion of the activities described in Table 5 as being Degree 1 Provision Activities.</p>		

Table 5: Provision Activities for Interface Contractors

Degree 1 Provision Activities	Degree 2 Provision Activities	Degree 3 Provision Activities
<p>1.1 Cast-in sockets, cable supports and pipe brackets complete.</p> <p>1.2 Supports / subframe for trackside advertising panel complete.</p> <p>1.3 Temporary power and lighting complete.</p> <p>1.4 Temporary ventilation complete.</p> <p>1.5 Plant access and material delivery routes clear with permanent frames for delivery or access hatches installed.</p> <p>1.6 Lifting facilities (beams, lugs and eyes) complete and certified.</p> <p>1.7 Niches, recesses and box outs complete.</p> <p>1.8 Cable toughs and trenches complete.</p> <p>1.9 Cable duct runs / risers complete.</p> <p>1.10 Concealed trunking and conduit complete.</p> <p>1.11 Sleeves for penetrations complete.</p> <p>1.12 Works and storage areas available.</p> <p>1.13 Flood protection provision(s) installed.</p> <p>1.14 Survey reference lines and benchmark.</p> <p>1.15 Top plate and hanger beams at concourse level complete.</p>	<p>2.1 Clean, safe and dust free access for Interface Contractors.</p> <p>2.2 Site facilities are in place for use by the Interface Contractors, in accordance with the SWTC.</p>	<p>Nil</p>

Table 6: Activities for Building Services Fix Stages

Part of the Metro Station Works	Building Services First Fix Activities	Building Services Second Fix Activities
Environmental control system	<p>The installation of all environmental control system equipment complete, including chillers, pumps, control panels for chillers, cooling tower, motor control centres, fans, split units, air handling units, primary air units and fan coil units.</p> <p>The installation of all duct work and pipe work systems complete, including valves, silencers, dampers, access panels, supports, anchors and guides.</p> <p>All sectional testing complete, where necessary due to concealment or other construction constraints.</p>	<p>Insulation of all ductwork and pipework systems complete.</p> <p>Leakage test for all ductwork and pipework complete.</p> <p>Power and control cabling / wiring with termination complete.</p>
LV power supply and distribution system and electrical system	<p>The installation of isolating transformers, switchboards, main earthing system, bonding, termination complete and test results accepted.</p> <p>Installation of cable containment and support systems complete, including ladder racks, cable trays, cable trunking and conduits, brackets anchors and guides.</p>	<p>Installation of all isolators, fused spur units, sockets, lighting and exit signs, distribution boards and UPS / batteries complete.</p> <p>Installation and testing of all circuitry including cabling / wiring and termination at isolators, fused spur units, sockets, lighting and exit signs, isolating transformers, switchboards, distribution boards, UPS / batteries, power and control points, advertising panels, directional signs complete.</p> <p>All electrical testing and commissioning works for the power supply electrical rooms completed ready for operation.</p>
Hydraulic services	<p>The installation of all pumps for flushing water system, sump pumps, potable water system and drainage system complete.</p> <p>The installation of all pipe runs, with associated valves, supports, anchors and guides complete.</p> <p>All sectional testing complete, where necessary due to concealment or other construction constraints.</p>	<p>Installation of the controls for the flushing water system, sump pumps, potable water and drainage system complete.</p> <p>The power and control cabling / wiring with termination complete.</p> <p>The hydraulic testing of all piping systems for the pumps and associated pipework complete.</p>
Fire services	The installation of all pump-motor sets for sprinkler system,	The installation of all control and monitoring for sprinkler system,

Part of the Metro Station Works	Building Services First Fix Activities	Building Services Second Fix Activities
system	<p>gaseous suppression system, fire hydrant/hose reel system and trackside firefighting systems complete.</p> <p>The installation of all pipe runs, with associated valves, supports, anchors and guides complete.</p> <p>The cable containment and support systems for fire services system complete.</p> <p>All sectional testing complete, where necessary due to concealment or other construction constraints.</p>	<p>gaseous suppression system, fire hydrant / hose reel system and trackside firefighting systems at both the local fire control panels and integrated back-up panels complete.</p> <p>The installation and termination of all power and control cabling / wiring complete.</p> <p>The hydraulic testing of all pipework complete.</p> <p>All cabling / wiring with termination at automatic fire alarm (AFA) system panels and AFA loops complete.</p> <p>The installation of detector base plates and remote indicators.</p>
Building management control system	<p>The installation of building management control system equipment complete, including building services controllers, PLC panel and station environmental control system controllers.</p>	<p>Cabling and wiring for the building management control system complete, with termination at the station building services controllers, station environmental control system controllers, fire services control panels, LV switchboards, motor control centres, integrated back-up panels, power and control system and other station based control system equipment.</p>

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SCHEDULE A4. – PRE-AGREED MODIFICATIONS

(Schedule A2 and clause 20)

Pre-Agreed Modification 1																									
Description	Earlier dates for site access to the southern shaft, northern shaft, caverns and adits.																								
SDD amendments	<p>In Schedule D1 (<i>Site Access Schedule</i>) of the SDD, amend the Early Site Access Date and Site Access Date for:</p> <ul style="list-style-type: none"> • Lot 20 in Pre-allocated Plan Deposited Plan 1255509; and • Lot 10 in Pre-allocated Plan Deposited Plan 1255507, <p>that are below the RL of the top of the slab for the Transfer Level (as defined in Schedule C1 (<i>Scope of Works and Technical Criteria</i>)) as per the various scenarios described below:</p> <table border="1"> <thead> <tr> <th>Pre-Agreed Modification Scenario</th> <th>Early Site Access Date</th> <th>Site Access Date</th> </tr> </thead> <tbody> <tr> <td>Scenario A</td> <td></td> <td></td> </tr> <tr> <td>Scenario B</td> <td></td> <td></td> </tr> <tr> <td>Scenario C</td> <td></td> <td></td> </tr> </tbody> </table> <p>and:</p> <ul style="list-style-type: none"> • Lot 153 in DP 1232510, <p>as per the various scenarios described below.</p> <table border="1"> <thead> <tr> <th>Pre-Agreed Modification Scenario</th> <th>Early Site Access Date</th> <th>Site Access Date</th> </tr> </thead> <tbody> <tr> <td>Scenario A</td> <td></td> <td></td> </tr> <tr> <td>Scenario B</td> <td></td> <td></td> </tr> <tr> <td>Scenario C</td> <td></td> <td></td> </tr> </tbody> </table>	Pre-Agreed Modification Scenario	Early Site Access Date	Site Access Date	Scenario A			Scenario B			Scenario C			Pre-Agreed Modification Scenario	Early Site Access Date	Site Access Date	Scenario A			Scenario B			Scenario C		
Pre-Agreed Modification Scenario	Early Site Access Date	Site Access Date																							
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Scenario B																									
Scenario C																									
Pre-Agreed Modification Scenario	Early Site Access Date	Site Access Date																							
Scenario A																									
Scenario B																									
Scenario C																									
Drawing amendments	Nil																								
Adjustment to Contract Sum	<table border="1"> <thead> <tr> <th>Pre-Agreed Modification Scenario</th> <th>Adjustment to Contract Sum (\$)</th> </tr> </thead> <tbody> <tr> <td>Scenario A</td> <td></td> </tr> <tr> <td>Scenario B</td> <td></td> </tr> <tr> <td>Scenario C</td> <td></td> </tr> </tbody> </table>	Pre-Agreed Modification Scenario	Adjustment to Contract Sum (\$)	Scenario A		Scenario B		Scenario C																	
Pre-Agreed Modification Scenario	Adjustment to Contract Sum (\$)																								
Scenario A																									
Scenario B																									
Scenario C																									

Pre-Agreed Modification 1	
Period for exercising the Pre-Agreed Modification	No later than [REDACTED] for any of the scenarios described.

Pre-Agreed Modification 1A	
Description	Not used
SDD amendments	Not used
Drawing amendments	Not used
Adjustment to Contract Sum	Not used
Other	Not used
Period for exercising the Pre-Agreed Modification	Not used

Pre-Agreed Modification 1B	
Description	[REDACTED]
SDD amendments	[REDACTED]

Pre-Agreed Modification 1B	
	[Redacted]
Drawing amendments	Nil
Adjustment to Contract Sum	[Redacted]
Other	[Redacted]
Period for exercising the Pre-Agreed Modification	No later than [Redacted]

Pre-Agreed Modification 2	
Description	Modification of all items carrying Metro branding and logos.
SDD	[Redacted]

amendments	[REDACTED]
Drawing amendments	Nil
Adjustment to Contract Sum	[REDACTED]
Period for exercising the Pre-Agreed Modification	No later than three months prior to the Date for Completion of Portion 2.

Pre-Agreed Modification 3	
Description	Removal of requirement to provide Principal's construction phase site facilities.
SDD amendments	[REDACTED]
Drawing amendments	Nil
Adjustment to Contract Sum	[REDACTED]
Period for exercising the Pre-Agreed Modification	No later than [REDACTED]

Pre-Agreed Modification 4	
Description	[REDACTED]
SDD amendments	[REDACTED]
Drawing amendments	Nil
Adjustment to Contract Sum	[REDACTED]
Period for exercising the Pre-Agreed Modification	No later than [REDACTED]

Pre-Agreed Modification 5 – Not Used	
Description	N/A
SDD amendments	N/A
Drawing amendments	N/A
Adjustment to Contract Sum	N/A
Period for exercising the Pre-Agreed Modification	N/A

SCHEDULE A5. – SIGNIFICANT SUBCONTRACTORS AND SIGNIFICANT SUBCONTRACT WORK

(Schedule A2 and clause 17.2)

Significant Subcontractor	ABN	Address	Significant Subcontract Work
			Design Consultant – Station Architecture (Lead)
			Design Consultant – Station Architecture (AEO)
			Station North Structural Engineer (AEO) Station Services Engineer (AEO)
			Station South Structural Engineer (AEO)
			Utility Service Design
			Water Services Coordinator
			Concrete Pump and Place
			Concrete Supply
			Formwork
			GRC
			Precast
			Electrical D&C Subcontractor

Significant Subcontractor	ABN	Address	Significant Subcontract Work
			Mechanical D&C Subcontractor
			Hydraulic D&C Subcontractor

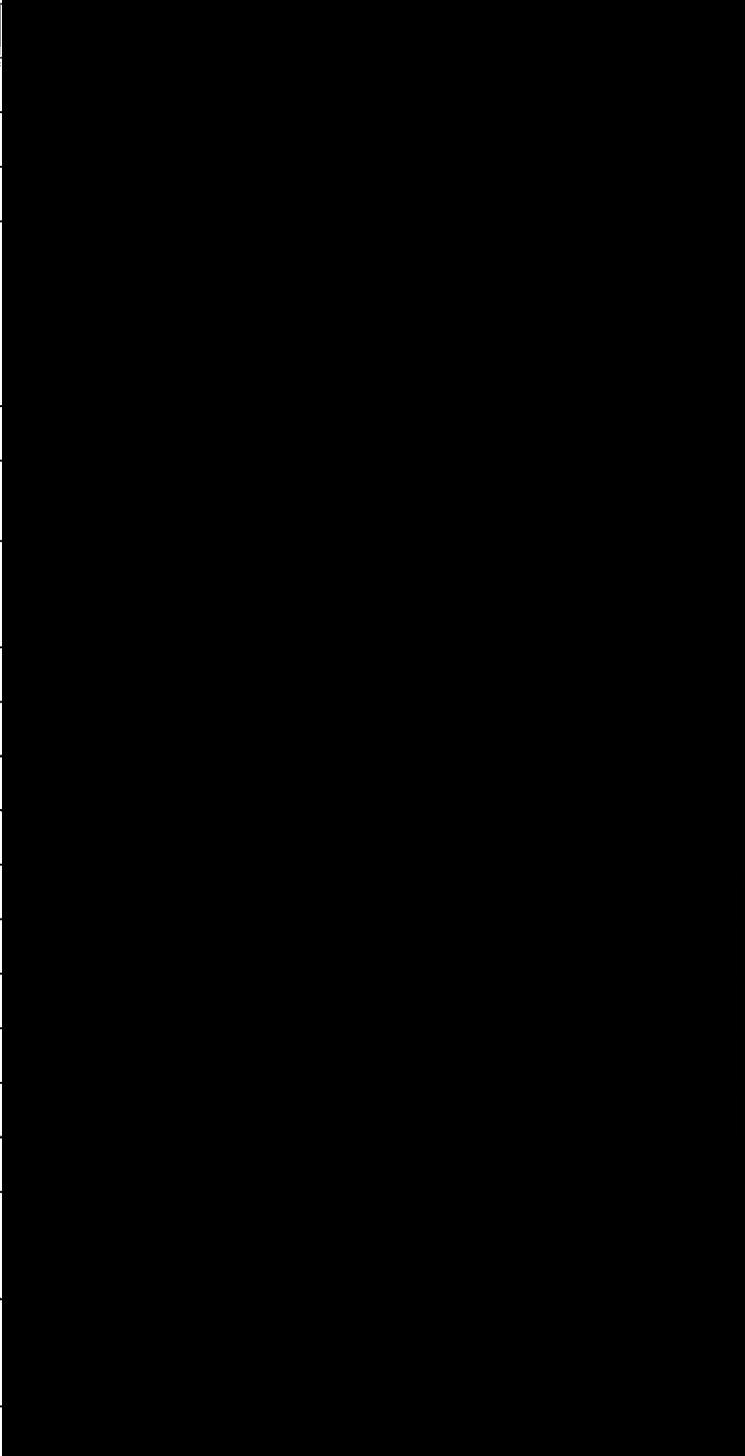
SCHEDULE A6. – SUBCONTRACT REQUIREMENTS

(Clause 17.3)

Item	Requirement
1. Subcontracts and Significant Subcontracts	
(a)	Each Subcontract that the PS Contractor enters into must contain a term that (to the extent permitted by Law) excludes the application of Part 4 of the <i>Civil Liability Act 2002</i> (NSW) in relation to all and any rights, obligations or Liabilities of either party under each Subcontract whether these rights, obligations or Liabilities are sought to be enforced by a Claim in contract, tort or otherwise.
(b)	Each Subcontract that the PS Contractor enters into must contain a requirement that in any further contract that a Subcontractor enters into with a third party for the performance of the PS Contractor's Activities, a term that (to the extent permitted by Law) excludes the application of Part 4 of the <i>Civil Liability Act 2002</i> (NSW) in relation to all and any rights, obligations or Liabilities of either party under each further agreement whether such rights, obligations or Liabilities are sought to be enforced by a Claim in contract, tort or otherwise.
(c)	Each Subcontract that the PS Contractor enters into must include provisions expressly requiring the Subcontractor to comply with the Chain of Responsibility Provisions and each further Subcontract that a Subcontractor enters into must also contain a clause to the same effect which is binding on the Subcontractor.
2. Significant Subcontracts	
(a)	Each Significant Subcontract must contain provisions equivalent to clause 6.2 (<i>Work health and safety</i>), clause 6.4 (<i>Authorisation and licences</i>) and Schedule A11 (<i>Prescribed legislative requirements</i>) and requiring Significant Subcontractors to prepare a project health and safety management plan in accordance with the requirements in Appendix F2 of the SWTC.
(b)	Each Significant Subcontract must contain provisions recognising the Principal's rights under clause 9.7 (<i>Principal's right of entry to Construction Site</i>) and clause 32.3 (<i>Rights of the Principal following Default Notice</i>).
(c)	Each Significant Subcontract must contain provisions which are consistent with the Principal's rights under clause 25.1 (<i>Assignment and ownership</i>).
(d)	Each Significant Subcontract must contain provisions expressly requiring the Subcontractor to comply with the requirements of clause 2.7 (<i>Workforce development and industry participation</i>).
(e)	Each Significant Subcontract must include a clause providing that if this deed is terminated for any reason or the Principal takes over the PS Contractor's work, the PS Contractor and the Subcontractor must, after the Principal has given a Direction to do so, promptly (and within 5 Business Days) execute a deed of novation in the form of Schedule A21 (<i>Form of Deed of Novation</i>).

SCHEDULE A7. – SUBCONTRACTOR WARRANTIES

(Clause 17.5)

Equipment	Beneficiary (other than the Principal)	Warranty period		
Structural works				
Structural concrete				
Structural steel				
Waterproofing membranes				
Architectural works				
Architectural grade steelwork including screens, framing systems, custom balustrades, handrails, and fabricated metalwork such as access walkways				
Electrical				
Uninterrupted power supply including batteries				
All other electrical equipment and fittings not including light fittings and distribution boards				
Distribution boards				
Light fittings				
Electrical and data cables				
Services and systems				
Building systems and services				
Fire protection				
Fire extinguishers				
Smoke and thermal detectors				
Gas suppression				
Surface finishes				
Exterior paint finishes including painting to structural steel and clear sealer/anti-graffiti coating				
Steel coatings other than paintwork including powder coating				
Hot dip galvanising				

SCHEDULE A8. – MODIFICATION PROCEDURE

(Schedule A2 and clause 20)

1. GENERAL

1.1 Definitions

In this Schedule A8:



Election Date means, in respect of a Pre-Agreed Modification, the relevant date specified as the "Election Date" in Schedule A4 (*Pre-Agreed Modifications*).



Interface Works Change means any change or variation to any Interface Works following the date of this deed including any addition, reduction, increase, decrease, omission, deletion, demolition or removal to or from them.

Modification means any change to the Project Works, Temporary Works or the PS Contractor's Activities or the requirements of this deed for any of them, including:

- (a) any addition, reduction, increase to, decrease, omission or deletion from the Project Works, Temporary Works or the PS Contractor's Activities;
- (b) any change to the character or quality, or demolition or removal, of any material or work;
- (c) any change to the levels, lines, positions or dimensions of any part of the Project Works or the Temporary Works;
- (d) changes to the Construction Site;
- (e) subject to clause 22 (*Directions to change sequencing and accelerate*), Resequencing, Acceleration, Deferred Activities or Making Accessible;
- (f) subject to clause 7.2 (*Change in Law*), a Change in Law; and
- (g) any design works, surveys or site investigations in respect of a potential or proposed change referred to in paragraphs (a), (b) or (c) of this definition,

but excluding any changes to the Project Works or the Temporary Works that are required as a result of the Principal's Representative instructing a Pre-Agreed Modification by the Principal's Representative under clause 3 of this Schedule A8.

Modification Approval means a notice titled "Modification Approval" issued by the Principal under clause 4(c)(i)(A) of this Schedule A8.

Modification Order means a notice titled "Modification Order" issued by the Principal under clause 2.2(a) of this Schedule A8.

Modification Proposal means a proposal submitted by the PS Contractor under clause 2.1(b) of this Schedule A8.

Modification Proposal Request means a notice titled "Modification Proposal Request" issued by the Principal under clause 2.1(a) of this Schedule A8.

Modifications Working Group means the group referred to in clause 1.4 of this Schedule A8.

Open Book Basis means the provision of any pricing, costing and other information on an open book basis to enable an assessment of actual costs and profit margins, including a breakdown of all relevant preliminaries, insurances, labour, equipment, materials, subcontract costs, indexation adjustments for inflation, currency components and subcontract margins, in a clear and transparent manner.

OSD Modification has the meaning given to "Modification" in each of the OSD PDAs.

Pre-Agreed Modifications means any of the pre-agreed modifications listed in Schedule A4 (*Pre-Agreed Modifications*).

Principal's Modifications Manager means [REDACTED] or any other person appointed from time to time by the Principal to replace that person and notified to the PS Contractor.

[REDACTED]

1.2 Purpose

(Purpose) Each party acknowledges and agrees that:

- (a) throughout the term of this deed, a number of changes to the requirements of this deed are likely to be required;
- (b) the purpose of this Schedule A8 is to facilitate and efficiently give effect to such changes by incorporating a number of processes for the implementation of change and structuring each process to minimise transaction time and cost; and
- (c) it must seek to give effect to the purpose stated in clause 1.2(b) of this Schedule A8 in complying with its obligations under this Schedule A8.

1.3 Modifications Manager

- (a) (**Principal's Modifications Manager**) The Principal has appointed the Principal's Modifications Manager to exercise the powers, duties, discretions and authorities vested in the Principal under this Schedule A8, except that only the Principal's Representative is empowered to issue a Modification Order, a Modification Approval or a notice under clause 3(a) of this Schedule A8 instructing a Pre-Agreed Modification.
- (b) Not used.
- (c) (**Cooperation**) The parties must:
 - (i) cooperate and collaborate to facilitate the meeting of all time periods and obligations under this Schedule A8 and, to the extent possible, to ensure that each party has early notification of the prospect of a Modification; and

- (ii) ensure that the PS Contractor is available for consultation with the Principal's Modifications Manager, as the Principal's Modifications Manager reasonably requires.
- (d) **(Provision of information)** The PS Contractor must:
 - (i) be available to consult with the Principal's Modifications Manager as the Principal's Modifications Manager reasonably requires;
 - (ii) prepare and regularly update (at intervals no less than monthly) a running schedule of all Modifications that have been proposed or implemented; and
 - (iii) make available to the Principal, on request, any records relating to any Modification that has been proposed or implemented (including the running schedule referred to in clause 1.3(d)(ii) of this Schedule A8).

1.4 Modifications Working Group

- (a) **(Modifications Working Group)** The Modifications Working Group comprises the Principal's Modifications Manager, a representative from the PS Contractor and any other persons agreed by the parties from time to time.
- (a) **(Purpose)** The purpose of the Modifications Working Group is to provide a collaborative forum to discuss the status of all Modifications that have been agreed, proposed or that either party is planning to propose and any issues in connection with any Modification or proposed Modification.
- (b) **(Frequency of meetings)** The Modifications Working Group must meet weekly during design development and fortnightly during construction, unless the parties otherwise agree.
- (c) **(Administration)** The PS Contractor must prepare and provide to each member of the Modifications Working Group:
 - (i) an agenda for each meeting of the Modifications Working Group, prepared in consultation with the Principal's Modifications Manager, no less than 48 hours prior to each meeting; and
 - (ii) minutes of each meeting within 48 hours after the meeting.
- (d) **(Attendees)** The PS Contractor:
 - (i) must procure the attendance at Modifications Working Group meetings of representatives of the PS Contractor or any Subcontractor that the Principal's Modifications Manager reasonably requires; and
 - (ii) may, with the Principal's consent, have one or more representatives of the PS Contractor or any Subcontractor attend a Modifications Working Group meeting if the PS Contractor considers it appropriate given the nature of the Modification(s) to be discussed at the relevant meeting.
- (e) **(Principal's invitees)** The Principal may, in its absolute discretion, invite any persons to attend a Modifications Working Group meeting that the Principal considers appropriate given the nature of the Modification(s) to be discussed at the relevant meeting.

1.5 **Open Book**

All documentation and information provided by the PS Contractor under this Schedule A8 (including any documentation or information prepared by a Subcontractor) must be provided on an Open Book Basis.

1.6 **Consultation with Interface Contractors**

(Cooperation with Interface Contractors) Without limiting clause 12.4 (*Disputes between the PS Contractor and Interface Contractors*), if the PS Contractor becomes aware that a Modification will, or is likely to, impact on any Interface Works or necessitate an Interface Works Change, then prior to:

- (a) submitting a Modification Proposal in accordance with clause 2.1(b) of this Schedule A8; or
- (b) proposing a Modification in accordance with clause 4(a) of this Schedule A8,

the PS Contractor must:

- (c) notify the relevant Interface Contractor(s) of the proposed Modification; and
- (d) work closely and iteratively with the relevant Interface Contractor(s) in good faith regarding the scope and design of the proposed Modification (and, where applicable, the corresponding Interface Works Change) in order to reduce the overall cost to the Principal of implementing the Modification.

1.7 **No liability unless Modification Order**

The Principal will have no Liability to the PS Contractor arising out of, or in any way in connection with, any Modification, except where:

- (a) the PS Contractor is directed to implement a Modification pursuant to a Modification Order;
- (b) the Principal issues a notice under clause 3(a) of this Schedule A8 instructing a Pre-Agreed Modification; or
- (c) clause 37.3(a) applies,

and the PS Contractor has delivered the notices in the form and in the time required under clause 21 (*Time*) and clause 37 (*Notification of claims*).

1.8 **Modifications review**

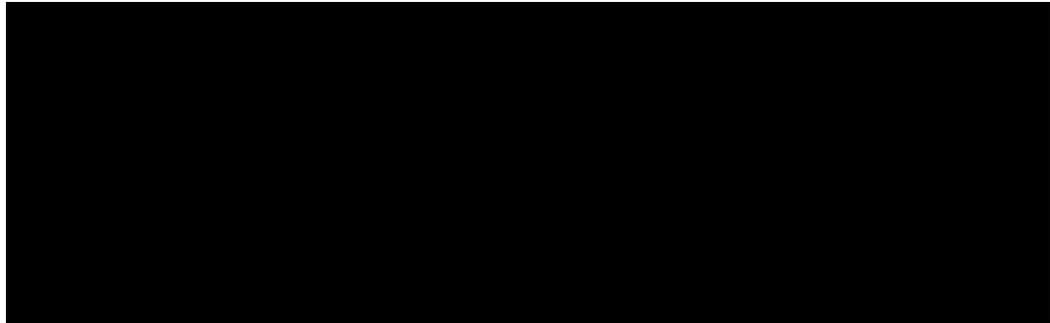
- (a) **(Review of Modifications regime)** Three months prior to each anniversary of the date of execution of this deed, the Principal and the PS Contractor must meet to review the Modifications regime (**Modifications Review**).
- (b) **(Purpose)** Factors that may be addressed in a Modifications Review include:
 - (i) measures to improve the Modifications process set out in this Schedule A8; and
 - (ii) not used;
- (c) Not used.

2. **PRINCIPAL INITIATED MODIFICATIONS**

2.1 **Proposed Modifications**

- (a) **(Modification Proposal Request)** The Principal may, [REDACTED] at any time [REDACTED] issue a Modification Proposal Request to the PS Contractor setting out details of a proposed Modification that the Principal is considering.
- (b) **(Modification Proposal)** As soon as practicable, and in any event within [REDACTED] (or such longer period as is agreed by the Principal's Modifications Manager (acting reasonably), having regard to the size and complexity of the proposed Modification), after receiving a Modification Proposal Request, the PS Contractor must provide the Principal's Modifications Manager with a Modification Proposal setting out:
- (i) the Increased Costs or Savings (if any) of the proposed Modification;
 - (ii) the effect (if any) that the proposed Modification will have on the PS Contractor's Program (including any extension of time required to a Significant Date and the measures the PS Contractor proposes to take to avoid, mitigate or minimise the effect of the proposed Modification on the PS Contractor's Program);
 - (iii) if the Modification Proposal relates to a direction under clause 22.1(a) or if the Principal's Representative requests it for a Modification, a proposed revised PS Contractor's Program;
 - (iv) if the Modification Proposal relates to a direction to Resequence under clause 22.1(a)(i) or Accelerate under clause 22.1(a)(ii), setting reasons and evidence why it is not reasonably possible to comply with the direction to Accelerate or Resequence (as applicable), or that the direction to Accelerate or Resequence (as applicable) cannot be carried out safely regardless of the resources applied by the PS Contractor;
 - (v) any Approvals required to implement the proposed Modification, and the effect of the proposed Modification on any existing Approvals or the PS Contractor's ability to comply with those Approvals;
 - (vi) the effect (if any) which the proposed Modification will have on:
 - (A) the PS Contractor's ability to satisfy its obligations under this deed (including any warranties given by the PS Contractor under this deed) or exercise its rights under this deed; and
 - (B) the satisfaction of any Project Requirements;
 - (vii) the PS Contractor's view on the likely impact of the proposed Modification on any Interface Works, including whether the PS Contractor considers that an Interface Works Change will, or is likely to, be required to enable the proposed Modification to be implemented or as a consequence of the proposed Modification and if so, any change that could be made to the proposed Modification (including any change to the timing of the proposed Modification or to the manner in which the Modification is proposed to be implemented) to reduce or avoid the impact of the proposed Modification on the relevant Interface Works;

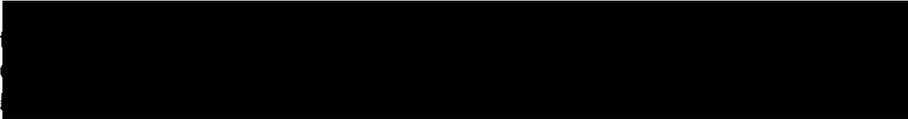
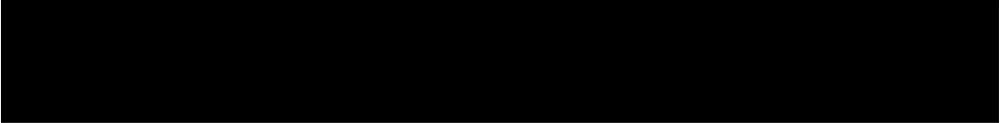
- (viii) whether an OSD Modification will be required to enable the proposed Modification to be implemented or as a consequence of the proposed Modification;



- (xi) any other information requested by the Principal's Representative in the Modification Proposal Request.
- (c) **(No obligation to proceed)** The Principal will not be obliged to proceed with any proposed Modification that is the subject of a Modification Proposal Request.

2.2 Modification Orders

- (a) **(Modification Order)** Whether or not the Principal has issued a Modification Proposal Request, the Principal's Representative may, subject to clauses 2.5 and 2.6 of this Schedule A8, at any time [REDACTED] direct the PS Contractor to carry out a Modification by issuing a written document titled "Modification Order" (Modification Order):
 - (i) detailing the Modification that is required to be carried out by the PS Contractor;
 - (ii) stating the Increased Costs or Savings (if any) of the proposed Modification will be:
 - (A) as set out in the PS Contractor's Modification Proposal (if any);
 - (B) as otherwise determined by the Principal's Representative (acting reasonably) and set out in the Modification Order; or
 - (C) determined pursuant to [REDACTED]; and
 - (iii) stating the extent to which the PS Contractor will be relieved of any of its obligations under this deed.
- (b) **(No limitation on Principal's power)** Subject to clauses 2.5 and 2.6 of this Schedule A8, there is no limitation on the power of the Principal's Representative to direct a Modification, and no Modification or direction to carry out a Modification will invalidate this deed.
- (c) **(Implementation of Modification Order)** Subject to clause 2.5 of this Schedule A8, if the Principal directs the PS Contractor to implement the Modification by issuing a Modification Order:
 - (i) the PS Contractor must promptly implement the Modification on the basis of the Modification Order irrespective of:
 - (A) the nature, extent or value of the work the subject of the Modification;

- (B) the location or timing (including the impact on any Significant Date) of the work involved in the Modification; or
- (C) any Dispute related to the Modification;
- (ii) the PS Contractor will be relieved of its obligations under this deed to the extent specified in the Modification Order; and
- (iii) 
- (d) 
- (e) Not used.

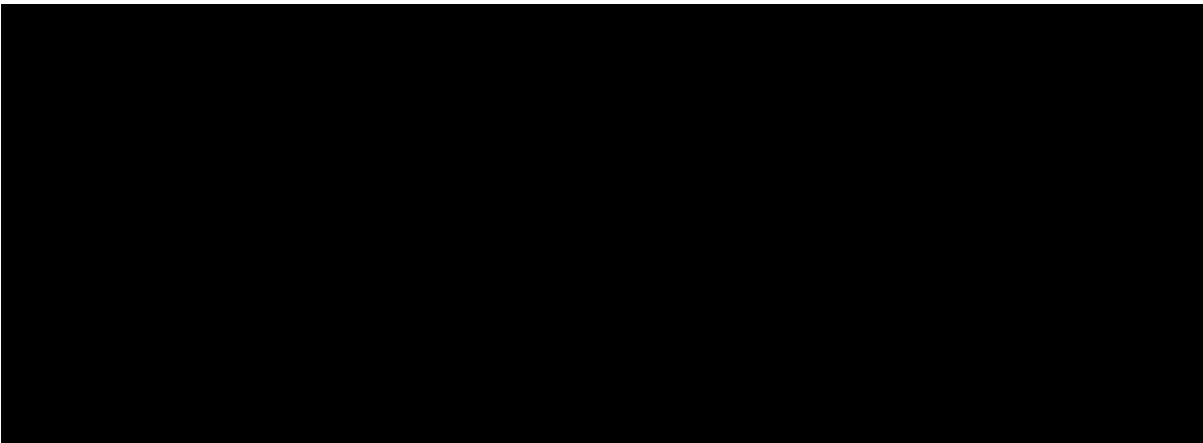
2.3 **Omissions**

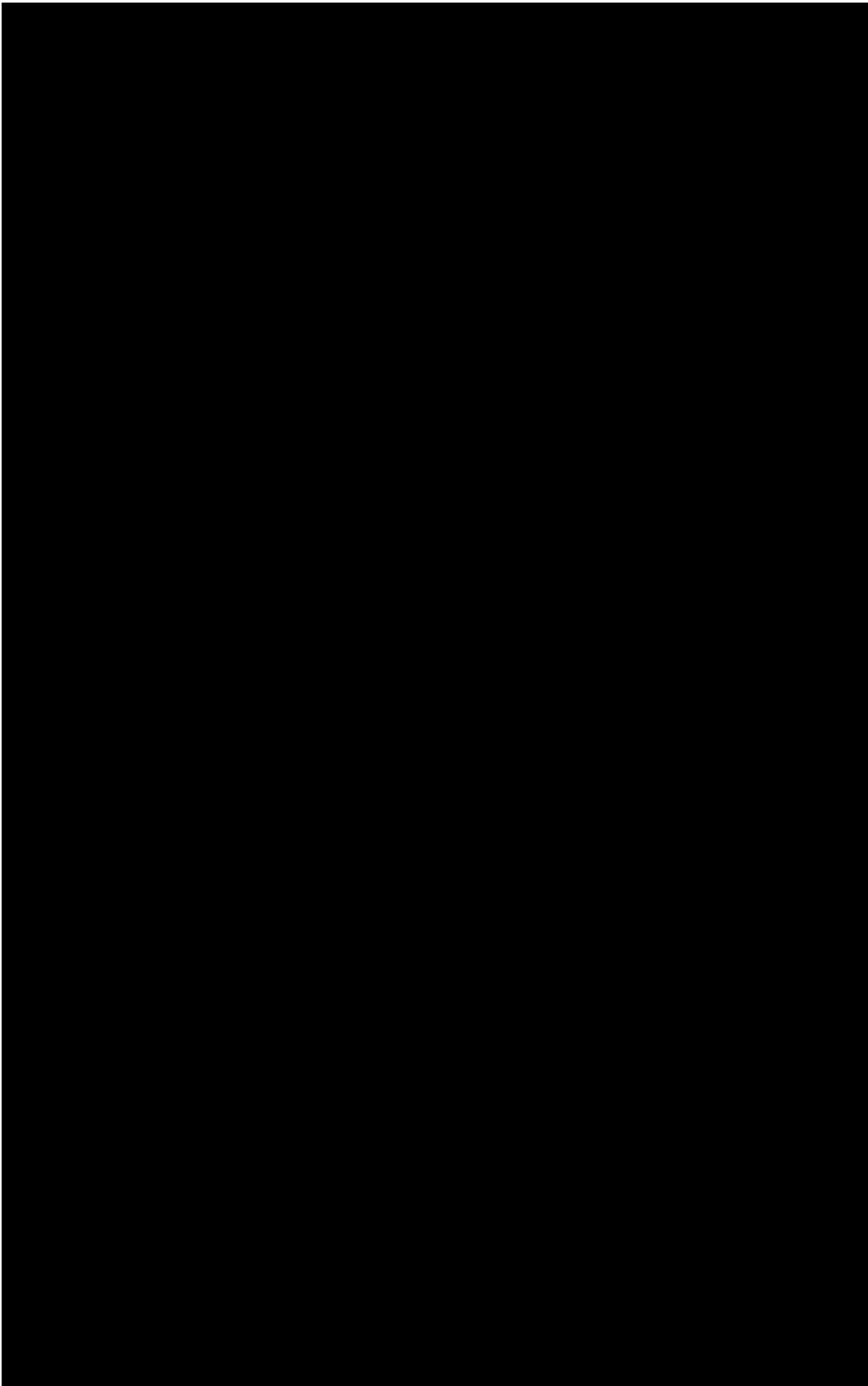
If a Modification the subject of a Modification Order requires the omission or deletion of any part of the Project Works:

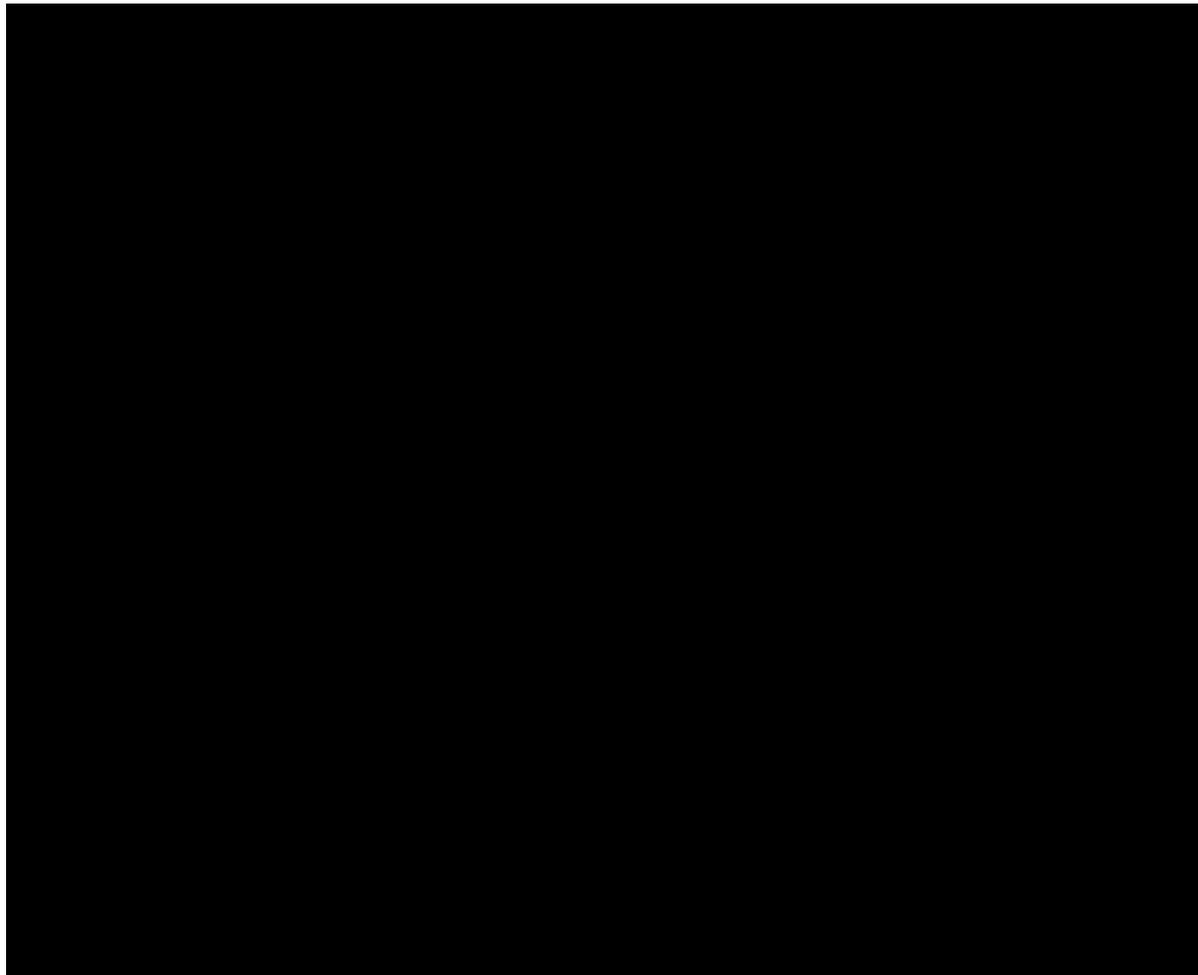
- (a) **(Principal may perform)** the Principal may either perform this work itself or employ or engage any other person or persons to carry out and complete the omitted or deleted work; and
- (b) **(no Liability)** the Principal will have no Liability to the PS Contractor arising out of or in any way in connection with any work being omitted or deleted from the PS Contractor's Activities.

2.4 **Cost of preparing Modification Proposals**

- (a) **(Minimise Costs)** The PS Contractor must use reasonable endeavours to minimise the third party Costs incurred by the PS Contractor in the preparation of Modification Proposals.
- (b) **(Reimbursement to a cap)** If the PS Contractor submits a Modification Proposal in accordance with clause 2.1(b) of this Schedule A8 but the Principal does not issue a Modification Order in respect of the proposed Modification, then the Principal must reimburse the PS Contractor the additional and reasonable, arm's length third party Costs incurred by the PS Contractor in preparing the Modification Proposal, capped at  (or such higher amount as is approved beforehand by the Principal), and subject to the PS Contractor providing evidence of the amounts claimed on an Open Book Basis.







3. **PRE-AGREED MODIFICATIONS**

- (a) **(Principal may instruct)** The Principal's Representative may, in its absolute discretion and without being under any obligation to do so, instruct any Pre-Agreed Modification by giving written notice to the PS Contractor at any time prior to the relevant Election Date. Upon the issue of such a notice by the Principal's Representative this deed will be deemed to be amended as set out in Schedule A4 (*Pre-Agreed Modifications*) for the relevant Pre-Agreed Modification.
- (b) **(No effect)** If the Principal's Representative instructs a Pre-Agreed Modification under this clause 3 of this Schedule A8 such exercise will not (other than as set out in Schedule A4 (*Pre-Agreed Modifications*)):
 - (i) relieve the PS Contractor from its liabilities or obligations (including those arising out of any warranties given under this deed);
 - (ii) limit or otherwise affect the Principal's rights against the PS Contractor or the PS Contractor's rights against the Principal (including those arising out of any warranties given under this deed); or
 - (iii) entitle the PS Contractor to an extension of time,whether under this deed or otherwise according to any Law.
- (c) **(No Liability)** The Principal will have no Liability to the PS Contractor in relation to or arising out of the Principal's Representative instructing a Pre-Agreed Modification other than any adjustment to the Contract Sum set out in Schedule A3 for the relevant Pre-Agreed Modification.

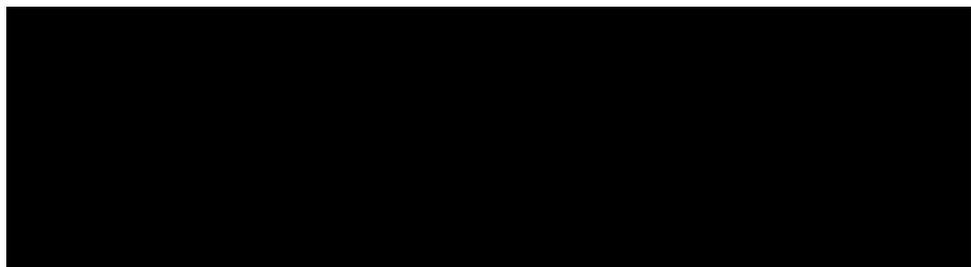
- (d) **(Principal may issue Modification Proposal Request or Modification Order)**
Nothing in this clause 3 of this Schedule A8 prevents the Principal from issuing a Modification Proposal Request or directing a Modification by issuing a Modification Order that involves the same (or similar) changes to the Project Works, Temporary Works or the PS Contractor's Activities (as applicable) as a Pre-Agreed Modification after the relevant Election Date.

4. **PS CONTRACTOR INITIATED MODIFICATION**

- (a) **(PS Contractor may propose)** The PS Contractor may propose a Modification by giving written notice to the Principal's Modifications Manager setting out:

- (i) details of:

- (A) the proposed Modification;
- (B) the reason for the proposed Modification;
- (C) the time within, and the manner in which, the PS Contractor proposes to implement the proposed Modification;
- (D) the effect (if any) of the proposed Modification on the PS Contractor's Activities, including the PS Contractor's Program and any Dates for Milestone Achievement, Dates for Substantial Completion and/or Dates for Completion;
- (E) any Approvals required to implement the proposed Modification, and the effect of the proposed Modification on any existing Approvals or the PS Contractor's ability to comply with those Approvals;
- (F) the effect (if any) that the proposed Modification will have on any Interface Works, including whether an Interface Works Change will, or is likely to, be required to enable the proposed Modification to be implemented, or as a consequence of the proposed Modification;
- (G) the value for money for the Principal arising from the Modification, including the Savings that the PS Contractor expects to arise from the Modification; and



- (ii) a written statement stating that the proposed Modification:

- (A) will not adversely affect:
 - (aa) the PS Contractor's ability to satisfy its obligations under this deed (including any warranties given by the PS Contractor under this deed) or exercise its rights under this deed; and
 - (bb) the functional integrity of any of the elements of the PS Contractor's Activities or the satisfaction of any Project Requirements; and

- (B) is consistent with and complies with the conditions and requirements of the Planning Approval.
- (b) **(Further information)** On receiving a notice under clause 4(a) of this Schedule A8, the Principal may give written notice to the PS Contractor requesting any other information and supporting documentation the Principal reasonably requires. The PS Contractor must provide the requested information or documentation to the Principal's Modifications Manager within [REDACTED] of receiving the request.
- (c) **(Principal may accept or reject)** The Principal's Representative:
 - (i) (in its absolute discretion) may either:
 - (A) approve (with or without conditions) the proposed Modification by issuing a Modification Approval to the PS Contractor; or
 - (B) reject the proposed Modification; and
 - (ii) will be under no obligation to approve any such Modification for the convenience of, or to assist, the PS Contractor.
- (d) **(Negotiation of Modification Approval)** Prior to issuing a Modification Approval, the Principal may seek to negotiate with the PS Contractor in relation to the Savings that will arise from the proposed Modification or any conditions that may be attached to the Modification Approval.
- (e) **(Modification Approval)** If the Principal issues a Modification Approval:
 - (i) without conditions, the PS Contractor must perform its obligations under this deed in accordance with the approved Modification; and
 - (ii) with conditions, the PS Contractor may either:
 - (A) proceed to implement the Modification on the basis set out in the Principal's notice; or
 - (B) withdraw the proposed Modification if the PS Contractor, acting reasonably, does not accept any of the conditions attached to the approval of the proposed Modification.
- (f) **(Entitlement to Savings)** If any Modification approved by the Principal's Representative pursuant to a Modification Approval is expected to result in Savings:
 - (i) the Principal will notify the PS Contractor that the Savings will be:
 - (A) as set out in the PS Contractor's notice under clause 4(a) of this Schedule A8;
 - (B) as agreed by the parties under clause 4(d) of this Schedule A8; or
 - (C) as otherwise determined by the Principal's Representative (acting reasonably) in accordance with Schedule E4 (*Valuation mechanism*); and
 - (ii) the Principal will be entitled to receive [REDACTED] of the Savings.
- (g) The PS Contractor will unless otherwise agreed in writing by the Principal:

- (i) **(Costs)** bear all Costs:
 - (A) associated with proposing a Modification under clause 4(a) of this Schedule A8 and providing any information and supporting documentation requested under clause 4(b) of this Schedule A8; and
 - (B) reasonably incurred by the Principal, any Interface Contractor or the Operator in assessing a proposed Modification (such costs to be a debt due from the PS Contractor to the Principal);
- (ii) **(risks)** bear all risks and Costs associated with carrying out a Modification proposed by the PS Contractor, including any amounts that are payable by the PS Contractor or the Principal to any Interface Contractor(s) under any Project Cooperation and Integration Deeds or any other contracts entered into between the Principal and an Interface Contractor;
- (iii) **(management of Modifications)** be responsible for managing a Modification proposed by the PS Contractor, including with the Interface Contractors where the Modification impacts upon the Interface Contractors; and
- (iv) **(no Claims)** not be entitled to make any Claim against the Principal arising out of, or in any way in connection with, a Modification proposed by the PS Contractor and the Principal will have no Liability to the PS Contractor in relation to or arising out of a Modification proposed by the PS Contractor,

including where the Principal issues a Modification Approval in relation to such Modification.

SCHEDULE A9. – DISPUTE PROCEDURE

(Schedule A2 and clause 35)

1. DEFINITIONS

Chair means the chairperson of the IDAR Panel as appointed under the IDAR Panel Agreement from time to time.

Consultation has the meaning given in clause 2.2(e) of this Schedule A9.

Expert means the person appointed to determine a Dispute pursuant to clause 2.4 of Schedule A9.

IDAR Panel means the Independent Dispute Avoidance and Resolution Panel constituted under the IDAR Panel Agreement, referred to in this Schedule A9.

Nominated Member has the meaning given in clause 2.2(b) of this Schedule A9.

Notice of Dispute means a notice given under clause 2.3(b) of this Schedule A9.

Notice of Dissatisfaction means a notice given under clause 2.5(a) of this Schedule A9.

Notice of Issue means a notice given under clause 2.2(a) of this Schedule A9.

Recommendation has the meaning given in clause 2.3(a) of this Schedule A9.

2. DISPUTE PROCEDURE

2.1 Independent Dispute Avoidance and Resolution Panel

- (a) **(Establishment)** The IDAR Panel has been constituted under the IDAR Panel Agreement.
- (b) **(Accession by PS Contractor)** The PS Contractor must, within 5 Business Days of receipt of a request from the Principal, execute the IDAR Panel Agreement Accession Deed Poll.
- (c) **(Attendance and assistance)** Each party must:
 - (i) following execution of the IDAR Panel Agreement Accession Deed Poll (if applicable), at all times comply with the terms of the IDAR Panel Agreement;
 - (ii) attend meetings with the IDAR Panel as required pursuant to the IDAR Panel Agreement or this deed; and
 - (iii) provide all reasonable assistance to the IDAR Panel in fulfilling its function(s) in respect of the PS Contractor's Activities including providing all information it reasonably requests.

2.2 Consultation

- (a) **(Notice of Issue)** Where a dissatisfied party (**Party A**) considers that a dispute has arisen:
 - (i) Party A must notify the other party (**Party B**) in writing within 20 Business Days of forming the view that a Dispute has arisen; and

- (ii) the Dispute must be notified to the IDAR Panel by written notice of the issues in Dispute (**Notice of Issue**) from Party A to the IDAR Panel and Party B. The Notice of Issue must:
 - (A) provide brief particulars of the issues in Dispute; and
 - (B) be issued within 10 Business Days after the date that Party A notifies Party B that the Dispute has arisen pursuant to clause 2.2(a)(i).
- (b) (**Selection of Nominated Member**) Within 2 Business Days of the Notice of Issue, the parties must agree upon a member of the IDAR Panel (**Nominated Member**) to review the Dispute. If:
 - (i) the parties fail to reach such agreement within 2 Business Days; or
 - (ii) the Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,the Chair must nominate a replacement Nominated Member within a further 2 Business Days.
- (c) (**Replacement of Nominated Member**) If a replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further replacement Nominated Member within a further 2 Business Days. The Chair cannot nominate itself as the Nominated Member.
- (d) (**Appointment by Resolution Institute**) If a further replacement Nominated Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 2.2(c) of this Schedule A9 will be reapplied until there are no IDAR Panel members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.
- (e) (**Parties to consult**) Within 3 Business Days of the appointment of the Nominated Member, the Nominated Member must convene at least one meeting (**Consultation**) to facilitate genuine and good faith negotiations with a view to:
 - (i) resolving the Dispute; and
 - (ii) clarifying and narrowing the issues in Dispute, in the event that the Dispute is not resolved.
- (f) (**Attendees**) Each Consultation will be attended by:
 - (i) the Nominated Member;
 - (ii) the Principal's Representative;
 - (iii) the PS Contractor's Representative; and
 - (iv) other persons as agreed between the Principal's Representative and the PS Contractor's Representative.
- (g) (**Conclusion of Consultation**) The Consultation process must conclude within 15 Business Days of the first Consultation, or such other period as the parties may agree in writing.

- (h) **(Failure to notify in time is breach)** A failure to comply with clause 2.2(a)(ii) of this Schedule A9 will be treated as a breach of this deed by the relevant party.

2.3 **Recommendation**

- (a) **(Notification of Recommendation)** Within 5 Business Days of the conclusion of Consultation, the Nominated Member must notify the parties in writing of its non-binding recommendation as to:

- (i) the formulation of the issues in Dispute;
- (ii) the most appropriate Expert(s) to be appointed to determine the Dispute pursuant to clause 2.4 of this Schedule A9; and
- (iii) whether the Dispute is not suitable for expert determination and should be determined by litigation pursuant to court proceedings,

(Recommendation).

- (b) **(Referral to expert determination)** Subject to clause 2.3(d) of this Schedule A9, if the Dispute is not resolved within the later of:

- (i) 5 Business Days of the Recommendation; and
- (ii) 15 Business Days of the Notice of Issue,

Party A must refer those parts of the Dispute that remain unresolved to expert determination by notice to Party B (with a copy to the IDAR Panel) within 20 Business Days after the later of (i) and (ii) above or such other period of time as agreed between the parties in writing (**Notice of Dispute**).

- (c) **(Requirements of Notice)** The Notice of Dispute must:

- (i) be in writing;
- (ii) state that it is a Notice of Dispute under clause 2.3(b) of this Schedule A9;
- (iii) include or be accompanied by reasonable particulars of those parts of the Dispute including:

(A) references to any:

- (aa) provisions of this deed; and
- (bb) acts or omissions of any person, relevant to the Dispute;

(B) the relief sought and the basis for claiming the relief sought; and

(C) copies of, or relevant extracts from, any documents in support of the claim.

- (d) **(Parties may accept Recommendations)** If the Nominated Member makes a Recommendation:

- (i) under clause 2.3(a)(ii) of this Schedule A9, the parties may accept the recommendation or clause 2.4(a) of this Schedule A9 will apply; or

- (ii) under clause 2.3(a)(iii) of this Schedule A9, that the Dispute is not suitable for expert determination, the parties may agree to have the Dispute determined by litigation pursuant to court proceedings, however if the parties have not so agreed within 5 Business Days of the Recommendation, clause 2.4 of this Schedule A9 will apply.

2.4 Expert determination

- (a) **(Expert determination in accordance with Rules)** Any Dispute which is referred to expert determination by a Notice of Dispute will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by Annexure 1 of this Schedule A9.
- (b) **(Provision of information)** Both parties must promptly make available to the Expert all such additional information, access to the Construction Site and other relevant places and all appropriate facilities, as the Expert may require for the purposes of making a determination on the Dispute.
- (c) **(Exclusion of Proportionate Liability regime)** The parties agree that, 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 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 referred to expert determination.
- (d) **(Expert to give determination)** Within 50 Business Days after the Expert has been appointed, or within such other period as may be proposed by the Expert and approved by both parties, the Expert must give its determination in writing, which must be reasoned and must state that it is given under this clause 2.4 of this Schedule A9. The determination will be immediately binding on both parties, who must give effect to it unless and until it is revised, overturned or otherwise changed by written agreement between the parties or a court judgment pursuant to this Schedule A9.

2.5 Notice of dissatisfaction

- (a) **(Notice of Dissatisfaction)** If:
 - (i) either party is dissatisfied with a determination made by an Expert under clause 2.4 of this Schedule A9, then either party may, within 10 Business Days after receiving the determination, give notice to the other party of its dissatisfaction; or
 - (ii) an Expert fails to give its determination within a period of 50 Business Days after the Expert has been appointed by the parties (or within such other period as may be proposed by the Expert and approved by both parties), then either party may, within 10 Business Days after this period has expired, give a notice to the other party of its dissatisfaction,

(Notice of Dissatisfaction).

- (b) **(Requirements of Notice)** A Notice of Dissatisfaction issued under clause 2.5(a) of this Schedule A9 must:

- (i) state that it is given under clause 2.5(a) of this Schedule A9; and
 - (ii) set out the matter in Dispute and the reason(s) for dissatisfaction.
- (c) **(Restriction on commencement of proceedings)** Except as stated in clause 2.3(d)(ii) of this Schedule A9, neither party will be entitled to commence court proceedings in respect of the Dispute unless a Notice of Dissatisfaction has been given in accordance with this clause 2.5 of this Schedule A9.

2.6 Final and binding decision

- (a) **(Determination to become binding)** If an Expert has made a determination as to a Dispute and no Notice of Dissatisfaction has been given by either party under clause 2.5 of this Schedule A9 within 10 Business Days after it received the Expert's determination, then the determination will become final and binding upon both parties.
- (b) **(No challenge of binding determination)** Once a determination of an Expert has become final and binding under clause 2.6(a) of this Schedule A9, neither party will be entitled to challenge the determination on any basis.

2.7 Not used

2.8 Not used

2.9 Not used

2.10 Payments

The Principal may withhold payment of that part of any amount which is the subject of a Dispute.

2.11 PS Contractor to continue performing obligations

Despite the existence of any Dispute the PS Contractor must:

- (a) continue to perform the PS Contractor's Activities; and
- (b) perform its other obligations under this deed.

2.12 Urgent relief

Nothing in this Schedule A9 will prejudice:

- (a) the right of a party to seek urgent injunctive or declaratory relief from a court; or
- (b) the Principal from making an application to the court pursuant to sections 415E, 434K and 451F of the Corporations Act, when enacted, or an equivalent provision under any Law.

2.13 Dispute under related contracts

The parties acknowledge and agree that:

- (a) the provisions of this Schedule A9 will not apply to any dispute, difference, controversy or claim between one or both of the parties and the Independent Certifier which is to be resolved under the provisions of the Independent Certifier Deed;

- (b) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to the Independent Certifier Deed;
- (c) the provisions of this Schedule A9 will not apply to any dispute, difference, controversy or claim between the parties which is to be resolved under a Project Cooperation and Integration Deed;
- (d) the parties will be bound by the outcome of any dispute, difference, controversy or claim between the parties which is resolved pursuant to a Project Cooperation and Integration Deed; and
- (e) where the Dispute is a Common Dispute, as that term is defined in clause 4 of Schedule D4 (*Requirements of Third Party Agreements*), then this Schedule A9 will apply subject to the provisions of clause 4 of Schedule D4 (*Requirements of Third Party Agreements*).

2.14 Survive termination

This Schedule A9 will survive termination of this deed.

ANNEXURE 1: 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.

"IDAR Panel Agreement" means the agreement titled "Independent Dispute Avoidance and Resolution Panel Agreement" between the Principal, the Members, the PS Contractor and any other party that accedes to the agreement from time to time.

"Member" has the meaning given in the IDAR Panel Agreement.

"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 Construction Contracts Act 2004 (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.

"Pitt Street SDD" means the deed titled "Pitt Street Integrated Station Development – Station Delivery Deed" (Contract No: 506) between the Principal and the PS Contractor dated [insert].

"Subject-Matter Expert" means those persons listed in Schedule 3 to the IDAR Panel Agreement.

RULE 2 Appointment of the Expert

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:
 - a. by a Member or a Subject-Matter Expert ~~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 Party A giving Party B a Notice of Dispute, by a Member or a Subject-Matter Expert ~~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 Pitt Street SDD, 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 Expert shall determine the Dispute between the parties and notify such determination in writing to the parties within the time period specified in the Pitt Street SDD.
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 A10. – DESIGN REVIEW PROCEDURE AND NETWORK ASSURANCE COMMITTEE

(Clauses 4.9 and 4.9A)

1. DESIGN STAGE 2 REVIEW

1.1 Principal's Representative review – Design Stage 2

The Principal's Representative must, within the Principal's Design Review Period, review any Design Stage 2 Design Documentation submitted to it by the PS Contractor and notify the PS Contractor in writing of any non-compliance or potential non-compliance with the requirements of this deed (including, in respect of any Design Stage 2 Design Documentation provided to the Independent Certifier under clause 4.5(b) of the General Conditions, any non-compliances identified by the Independent Certifier) with detailed reasons.

1.2 Non-compliance of Design Stage 2 Design Documentation

If the Principal's Representative notifies the PS Contractor under clause 1.1 of this Schedule A10 that any Design Stage 2 Design Documentation contains a non-compliance with the requirements of the deed:

- (a) **(PS Contractor to respond)** the PS Contractor:
 - (i) must within 20 Business Days after receiving such notice, give the Principal's Representative a written response:
 - (A) which explains how the PS Contractor will address the non-compliance in sufficient detail to satisfy the Principal's Representative that compliance will be achieved prior to submitting the Design Stage 3 Design Documentation; or
 - (B) provide the Principal's Representative with a notice setting out any matters in relation to which it disagrees with the Principal's Representative's or, if applicable, the Independent Certifier's opinion, together with its reasons for doing so;
 - (ii) must, prior to or when it submits Design Stage 3 Design Documentation that relates to a Design Stage 2 Design Documentation non-compliance, give the Principal's Representative a written statement which explains how the non-compliance has been addressed; and
 - (iii) is not obliged to respond to any comments received from the Principal's Representative which do not concern a non-compliance; and
- (b) **(parties must meet)** following receipt of a notice under clause 1.2(a)(i)(B) of this Schedule A10, the parties must meet and in good faith seek to resolve the disagreement. If the disagreement is in relation to a non-compliance identified by the Independent Certifier, the Independent Certifier will also attend the relevant meeting.

2. DESIGN STAGE 3 REVIEW

2.1 Review of Design Stage 3 Design Documentation

- (a) **(Principal's Representative review)** The Principal's Representative must, within the Principal's Design Review Period, review the Design Stage 3 Design Documentation submitted to it by the PS Contractor and either:

- (i) **(Rejection)** reject a part or all of the Design Documentation (in writing, with detailed reasons, to the PS Contractor) if the Principal's Representative or, if applicable, the Independent Certifier considers that the Design Documentation:
 - (A) does not comply with the requirements of this deed; or
 - (B) is not sufficiently complete to enable the Principal's Representative or, if applicable, the Independent Certifier to form a view on whether it is compliant; or
- (ii) **(Non-rejection)** notify the PS Contractor in writing that the Design Documentation is not rejected, together with:
 - (A) a list of:
 - (aa) any non-compliances which the Principal's Representative and, if applicable, the Independent Certifier considers to be Minor Non-Compliances; and
 - (bb) suggested actions that the PS Contractor may take to address those Minor Non-Compliances; and
 - (B) in respect of any Design Stage 3 Design Documentation that was provided to the Independent Certifier under clause 4.5(c) of the General Conditions, and subject to clause 2.1(b) of this Schedule A10, a copy of the certificate issued by the Independent Certifier in the form of Schedule B5 (*Independent Certifier's Certificate - Design*) in accordance with the Independent Certifier Deed.
- (b) **(Delay in IC providing comments)** If, in respect of any Design Stage 3 Design Documentation that was provided to the Independent Certifier under clause 4.5(c) of the General Conditions, the Independent Certifier has not issued to the Principal's Representative, prior to the Principal's Representative giving notice to the PS Contractor under clause 2.1(a) of this Schedule A10, either:
 - (i) a notice rejecting a part or all of the Design Documentation; or
 - (ii) a certificate in the form of Schedule B5 (*Independent Certifier's Certificate - Design*) in respect of the Design Documentation,

in accordance with the Independent Certifier Deed, then the Principal's Representative must provide the PS Contractor with a copy of the Independent Certifier's notice or certificate (as applicable) promptly after receiving such notice or certificate (as applicable) from the Independent Certifier.

2.2 Options following rejection of Design Documentation

Without limiting the PS Contractor's ability to proceed with construction in accordance with clause 4.10 (*Design Documentation for construction*) of the General Conditions, if any Design Stage 3 Design Documentation is rejected by the Principal's Representative under clause 2.1(a)(i) of this Schedule A10, the PS Contractor must either:

- (a) **(Rectification of non-compliance)** promptly amend the relevant non-compliant element of the Design Documentation and re-submit it to the Principal's Representative in accordance with clause 4.5 (*Preparation and submission of Design Documentation*) of the General Conditions and the process in clause 2.1 of this Schedule A10 will be reapplied to the amended element of the Design Stage 3

Design Documentation, except that the reference to the Principal's Design Review Period will be deemed to be a reference to the Principal's Design Re-Review Period; or

- (b) **(Notice of disagreement)** provide the Principal's Representative with a notice setting out any matters in relation to which it disagrees with the Principal's Representative's opinion or, if applicable, the Independent Certifier's opinion that the Design Documentation does not comply with the requirements of this deed together with its reasons for doing so.

2.3 Process following notice of disagreement

- (a) **(Principal to respond)** If the PS Contractor gives a notice under clause 2.2(b) of this Schedule A10, the Principal's Representative may, promptly after receipt of the notice:
 - (i) consult with the Independent Certifier, where appropriate; and
 - (ii) determine and notify the parties as to whether or not the PS Contractor's notice satisfactorily addresses the Principal's Representative's or, if applicable, the Independent Certifier's concerns, together with its reasons for forming that opinion and:
 - (A) if the Principal's Representative or, if applicable, the Independent Certifier considers that the PS Contractor's notice satisfactorily addresses its concerns, provide as part of its notice:
 - (aa) the notice under clause 2.1(a)(ii) of this Schedule A10; and
 - (bb) if applicable, a copy of the certificate issued by the Independent Certifier in the form of Schedule B5 (*Independent Certifier's Certificate – Design*) in accordance with the Independent Certifier Deed; or
 - (B) if the Principal's Representative does not consider that the PS Contractor's notice satisfactorily addresses its concerns, the parties will promptly meet and in good faith to seek to resolve the disagreement (whether by a Modification or otherwise) within 10 Business Days of the notice under clause 2.2(b) of this Schedule A10. If the disagreement is in relation to a non-compliance identified by the Independent Certifier, the Independent Certifier will also attend the relevant meeting.
- (b) **(Referral to dispute resolution)** If the parties are unable to resolve a disagreement contemplated by clause 2.3(a)(ii)(B) of this Schedule A10 within 10 Business Days of first meeting in relation to the disagreement, either the Principal or the PS Contractor may refer the disagreement for resolution in accordance with:
 - (i) the Dispute Procedure; or
 - (ii) if the dispute is in relation to any non-compliance identified by the Independent Certifier, the Independent Certifier Deed.
- (c) **(Resubmission of Design Documentation)** If:
 - (i) the relevant parties reach resolution under clause 2.3(b) of this Schedule A10 and the PS Contractor is required to resubmit any Design Documentation;

- (ii) it is determined in accordance with the Dispute Procedure or, if applicable, the Independent Certifier Deed that the PS Contractor is required to resubmit any Design Documentation; or
- (iii) any Design Documentation is the subject of a direction by the Principal's Representative under clause 4.9(e) of the General Conditions,

then:

- (iv) the PS Contractor must promptly amend and re-submit the relevant non-compliant element of the Design Documentation to the Principal's Representative in accordance with clause 4.5 (*Preparation and submission of Design Documentation*) of the General Conditions;
- (v) if applicable, the Principal's Representative will provide the re-submitted Design Documentation to the Independent Certifier; and
- (vi) the process in clause 2.1 of this Schedule A10 will reapply to the amended element of the Design Documentation except that reference to the Principal's Design Review Period under clause 2.1 of this Schedule A10 will be deemed to be a reference to the Principal's Design Re-Review Period.

(d) **(Rectification of defective work)** If clause 2.3(c) of this Schedule A10 applies, the PS Contractor must:

- (i) immediately cease construction of any work that is being carried out in accordance with the relevant non-compliant element(s) of the Design Documentation; and
- (ii) promptly rectify any such work at its cost so that it complies with the requirements of this deed.

2.4 Resolution of Minor Non-Compliances

If a notice provided by the Principal's Representative under clause 2.1(a)(ii) of this Schedule A10 lists any Minor Non-Compliances:

- (a) **(Principal or IC may suggest action)** the notice may suggest the action that could be taken by the PS Contractor to address the Minor Non-Compliance; and
- (b) **(PS Contractor must take action)** the PS Contractor must complete the suggested action, or take any other action the PS Contractor deems reasonable in the circumstances, to correct the Minor Non-Compliance to the extent required for the Design Documentation to comply with this deed, within the timeframe (if any) specified in the Principal's Representative's notice and, in any event, as a precondition to Substantial Completion of the Trackway Portion and Completion of the Non-Trackway Portion.

3. NETWORK ASSURANCE COMMITTEE

3.1 Submission of NAC CCR Packages to the NAC

- (a) **(Satisfaction of NAC threshold requirements)** Within 2 Business Days commencing on the date on which the Principal's Representative is provided with a NAC CCR Package by the PS Contractor under clause 4.9A(b)(i) of the General Conditions, the Principal's Representative must review the NAC CCR Package and either:

- (i) **(Rejection by the Principal's Representative)** reject the NAC CCR Package (in writing, with reasons, to the PS Contractor) if the Principal's Representative reasonably considers that the NAC CCR Package is not sufficiently complete to enable the NAC to form a view on whether the NAC CCR Package satisfies the NAC Requirements; or
 - (ii) **(Submission to NAC)** submit that NAC CCR Package to the NAC in accordance with Appendix F1 of the SWTC.
- (b) **(Rejected NAC CCR Package)** If the Principal's Representative rejects a NAC CCR Package under clause 3.1(a)(i) of this Schedule A10, the PS Contractor must promptly amend the NAC CCR Package and re-submit it to the Principal's Representative in accordance with clause 4.9A(b)(i) of the General Conditions and this clause 3.1 of Schedule A10 will reapply.

3.2 NAC Assurance Review

In respect of each NAC CCR Package submitted by the Principal's Representative to the NAC under clause 3.1(a)(ii) of this Schedule A10, within 10 Business Days of submitting the NAC CCR Package to the NAC, the Principal's Representative must give notice to the PS Contractor:

- (a) **(Acceptance)** that the NAC CCR Package has been accepted;
- (b) **(Acceptance with conditions)** setting out a list of actions which the PS Contractor must take in order for the NAC CCR Package to satisfy the NAC Requirements (**NAC Required Actions**); or
- (c) **(Rejection)** that the NAC CCR Package has been rejected.

3.3 NAC Required Actions and Rejection

- (a) If the Principal's Representative provides a notice under clause 3.2(b) or clause 3.2(c) of this Schedule A10, the PS Contractor:
 - (i) **(PS Contractor must take action)** must complete the NAC Required Actions (if applicable);
 - (ii) **(Resubmission of NAC CCR Package)** if the notice is under clause 3.2(c) of this Schedule A10, must promptly amend and re-submit the NAC CCR Package to the Principal's Representative and the process in clause 3.1 and clause 3.2 of this Schedule A10 will reapply; and
 - (iii) **(Notice of disagreement)** may provide the Principal's Representative with a notice stating that the NAC CCR Package satisfies the NAC Requirements and disputes the need to carry out any of the NAC Required Actions (if applicable), together with its reasons.
- (b) **(Parties must meet)** If the PS Contractor gives a notice under clause 3.3(a)(iii) of this Schedule A10, the parties will promptly meet and in good faith seek to resolve the disagreement (whether by a Modification or otherwise) within 10 Business Days of the notice under clause 3.3(a)(iii) of this Schedule A10.
- (c) **(Referral to dispute resolution)** If the parties are unable to resolve a disagreement contemplated by clause 3.3(a)(iii) of this Schedule A10 within 10 Business Days of first meeting in relation to the disagreement, either the Principal or the PS Contractor may refer the disagreement for resolution in accordance with the Dispute Procedure.

SCHEDULE A11. – PRESCRIBED LEGISLATIVE REQUIREMENTS

(Schedule A2 and clause 7.1(f)(ii))

1. NSW CODE AND NSW GUIDELINES

(a) NSW Code and NSW Guidelines

In addition to terms defined in this deed, terms used in this clause 1 of Schedule A11 have the same meaning as is attributed to them in the NSW Guidelines. The NSW Code and NSW Guidelines are available at www.industrialrelations.nsw.gov.au.

(b) Primary obligation

- (i) In carrying out the PS Contractor's Activities, the PS Contractor must at all times:
 - (A) comply with, and meet any obligations imposed by; and
 - (B) not used,the NSW Code and the NSW Guidelines.
- (ii) The PS Contractor must notify the Construction Compliance Unit (**CCU**) and the Principal of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
- (iii) Where the PS Contractor engages a Subcontractor or consultant, the PS Contractor must ensure that the contract with the Subcontractor or consultant imposes on the Subcontractor or consultant equivalent obligations to those in this clause 1 of Schedule A11, including that the Subcontractor or consultant must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.
- (iv) The PS Contractor must not appoint or engage another party in relation to the PS Contractor's Activities where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or NSW Guidelines.

(c) Access and information

- (i) The PS Contractor must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it and its Subcontractors and consultants.
- (ii) The PS Contractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
 - (A) enter and have access to sites and premises controlled by the PS Contractor, including the Construction Site;
 - (B) inspect any work, material, machinery, appliance, article or facility;
 - (C) access information and documents;
 - (D) inspect and copy any record relevant to the Project;
 - (E) have access to personnel; and

(F) Interview any person,

as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines by the PS Contractor and its Subcontractors and consultants.

(iii) The PS Contractor must agree to, and comply with, any request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

(d) Sanctions

(i) The PS Contractor warrants that, at the time of entering into this deed, neither it, nor any of its Related Entities, are subject to a sanction in connection with the NSW Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.

(ii) If the PS Contractor does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.

(iii) Where a sanction is imposed:

(A) it is without prejudice to any rights that would otherwise accrue to the parties; and

(B) the State (through its agencies, Ministers and the CCU) is entitled to:

(aa) record and disclose details of non-compliance with the NSW Code or NSW Guidelines and the sanction; and

(bb) take them into account in the evaluation of future procurement processes and responses that may be submitted by the PS Contractor, or its related entities, in respect of work to which the NSW Code and NSW Guidelines apply.

(e) Compliance

(i) The PS Contractor bears the cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The PS Contractor is not entitled to make, and the Principal and the State will not be liable upon, any Claim against the Principal or the State arising out of or in any way in connection with the PS Contractor's compliance with the NSW Code and the NSW Guidelines.

(ii) Compliance with the NSW Code and NSW Guidelines does not relieve the PS Contractor from responsibility to perform the PS Contractor's Activities or any other obligation under this deed, or from liability for any Defect in the Project Works or the Temporary Works or from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.

(iii) Where a Modification is proposed that may be likely to affect compliance with the NSW Code and NSW Guidelines, the PS Contractor must immediately notify the Principal of:

- (A) the extent to which compliance with the NSW Code and NSW Guidelines will be, or is likely to be, affected by the Modification; and
- (B) the steps (if any) the PS Contractor proposes to take to mitigate any adverse impact of the Modification (including any amendments it proposes to the Workplace Relations Management Plan).

2. **BUILDING CODE**

- (a) The PS Contractor:
 - (i) declares as at the date of this deed; and
 - (ii) must ensure during the term of this deed,
that, in relation to the Project Works and Temporary Works, it and its Subcontractors, consultants and each related entity:
 - (iii) complies with, and acts consistently with, the Building Code;
 - (iv) meets the requirements of section 11 of the Building Code;
 - (v) is not subject to an Exclusion Sanction or a formal warning that any further failure to comply with the Building Code may result in the imposition of an Exclusion Sanction;
 - (vi) has not been the subject of an adverse decision, direction or order, or failed to comply with a decision, direction or order, made by a court or tribunal for a breach of the BCIIIP Act, a designated building law, work health and safety law, competition and consumer law or the *Migration Act 1958* (Cth) (other than a decision, direction or order that is stayed or has been revoked);
 - (vii) has not been required to pay any amount under an adjudication certificate or owed any unsatisfied judgement debts to a building contractor or building industry participant (as those terms are defined in the BCIIIP Act);
 - (viii) only uses products that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (ix) unless approved by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government; and
 - (x) complies with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code.
- (b) The PS Contractor acknowledges and agrees that compliance with the Building Code does not relieve the PS Contractor from any responsibility or obligation under this deed, or from liability for any Defect arising from compliance with the Building Code.
- (c) The PS Contractor must promptly:
 - (i) notify the ABCC of:
 - (A) any breach or suspected breach of the Building Code as soon as practicable, but no later than 2 Business Days after becoming aware of the breach or suspected breach, and advise the ABCC of the steps proposed to be taken by the PS Contractor to rectify the breach; and

- (B) the steps taken to rectify any breach of the Building Code within 14 days of providing a notification under clause 2(c)(i)(A) of this Schedule A11; and
- (ii) give the Principal a copy of any notification given by the PS Contractor to the ABCC under clause 2(c)(i) of this Schedule A11 and respond to any requests for information by the Principal concerning matters related to the Building Code so as to enable the Principal to comply with its obligations under section 28 of the Building Code.
- (d) The PS Contractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIP Act and the Building Code and must ensure that it (and must procure that its Subcontractors, consultants and each related entity) complies with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
 - (i) for entry under section 72 of the BCIIP Act;
 - (ii) to interview any person under section 74 of the BCIIP Act;
 - (iii) to produce records or documents under sections 74 and 77 of the BCIIP Act; and
 - (iv) for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (e) The PS Contractor must not enter into a Subcontract for any aspect of the Project Works, the Temporary Works or the PS Contractor's Activities unless:
 - (i) the Subcontractor has submitted a Declaration of Compliance, including the further information outlined in Attachment A to the Declaration of Compliance, which the PS Contractor agrees is substantially in the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - (ii) the Subcontract with the Subcontractor includes an equivalent clause to this clause 2 of this Schedule A11.
- (f) The PS Contractor must provide the Commonwealth with any Subcontractor's Declaration of Compliance referred to in clause 2(e) of this Schedule A11 promptly upon request.
- (g) The PS Contractor must maintain adequate records of the compliance with the Building Code by:
 - (i) the PS Contractor;
 - (ii) the Subcontractors;
 - (iii) the PS Contractor's consultants; and
 - (iv) any related entity of the PS Contractor.
- (h) For the purposes of this clause 2 of this Schedule A11, "related entity" has the meaning given in subsection 3(2) of the Building Code.

SCHEDULE A12. – PS CONTRACTOR INSURANCE REQUIREMENTS

(Clause 30.6)

1. PS CONTRACTOR'S INSURANCE OBLIGATIONS

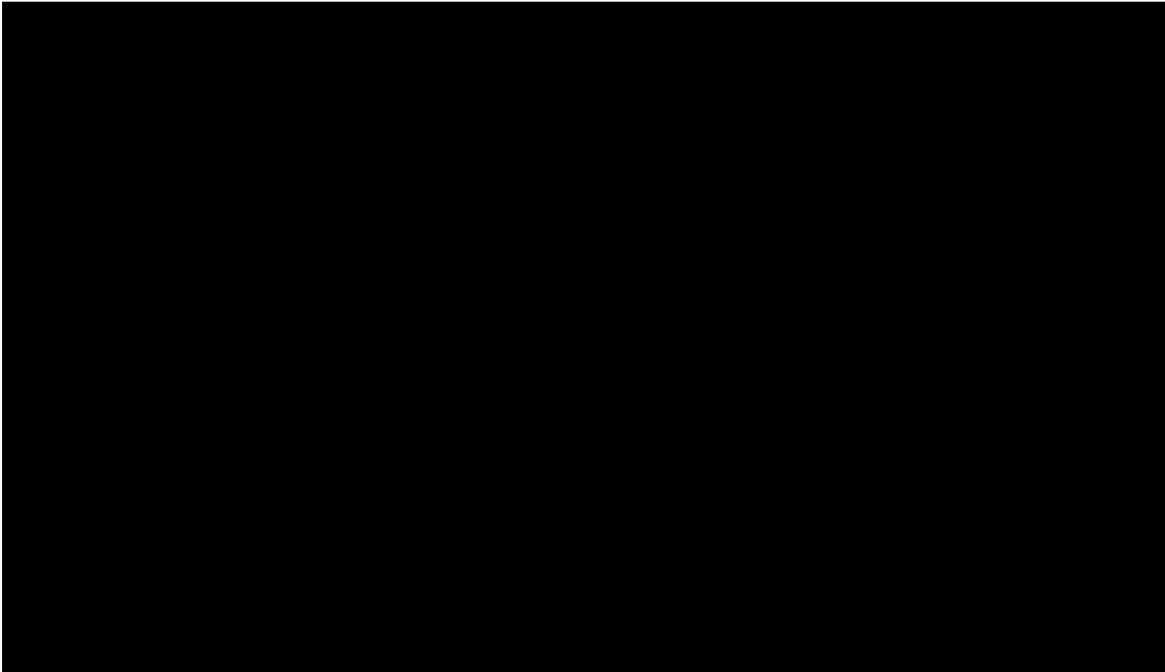
1.1 General

The PS Contractor must effect and maintain, or cause to be effected and maintained, the following insurances:

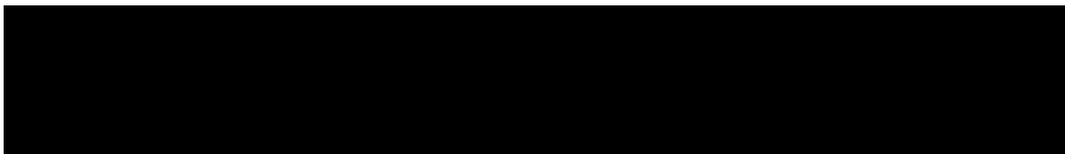
- (a) workers' compensation insurance as referred to in clause 1.2 of this Schedule A12;
- (b) asbestos liability insurance as referred to in clause 1.3 of this Schedule A12;
- (c) professional indemnity insurance as referred to in clause 1.4 of this Schedule A12;
- (d) Construction Plant insurance as referred to in clause 1.5 of this Schedule A12;
- (e) motor vehicle insurance as referred to in clause 1.6 of this Schedule A12; and
- (f) any other insurances it is required to maintain by Law,

on terms as required by Law, or where the terms are not required by Law, on terms that a prudent insured would effect given the terms offered by the Australian insurance market at the time the policy is incepted.

1.2 Workers' compensation insurance

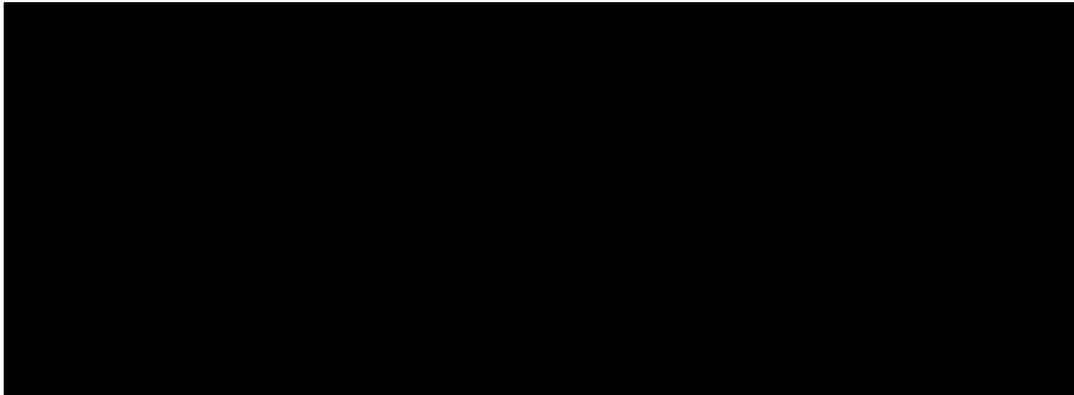


1.3 Asbestos liability insurance

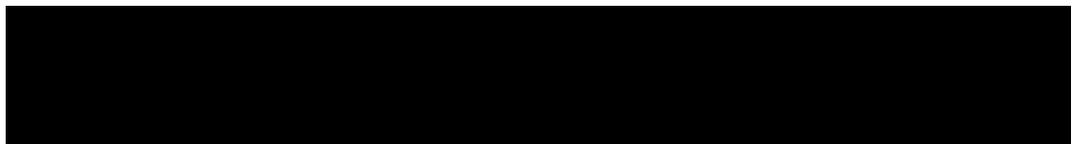




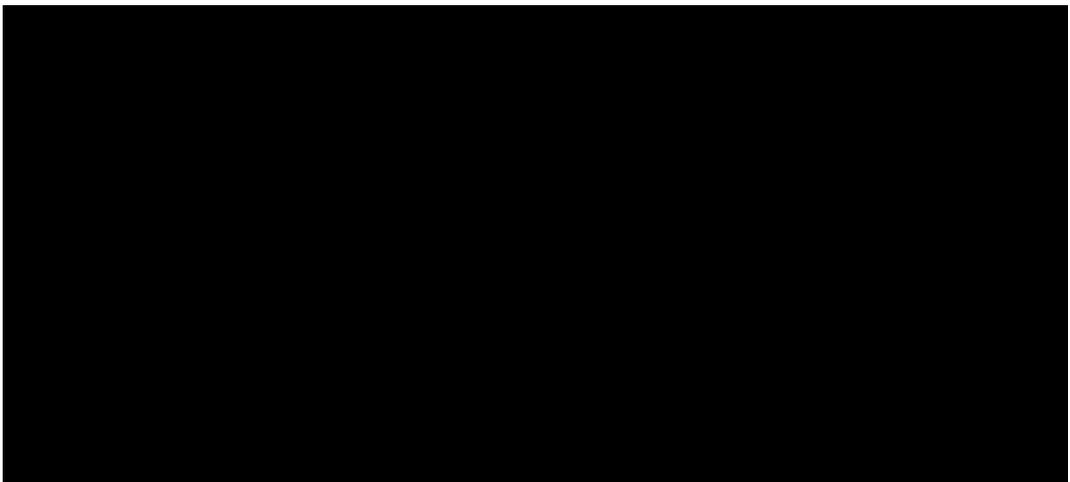
1.4 Professional indemnity insurance



1.5 Construction Plant insurance



1.6 Motor vehicle insurance



2. PS CONTRACTOR'S OBLIGATIONS

2.1 Provisions in policies

(a) The PS Contractor must ensure that:

- (i) the Insurances required to be effected by the PS Contractor under clause 1.3, clause 1.5 and clause 1.6 of this Schedule A12 contains a provision

approved by the Principal that requires the insurer to notify the Principal (in writing) whenever:

- (A) it receives a notice under or in connection with the Insurance policy, including any claim; and
 - (B) it gives any insured a notice under or in connection with the policy, which in the case of a notice of cancellation must be given to the Principal 30 days prior to the cancellation of the policy; and
- (ii) the Insurances referred to in clause 1.3, clause 1.5 and clause 1.6 of this Schedule A12 name the Principal, the PS Contractor and Subcontractors as insureds and provide that:
- (A) all Insurance agreements and endorsements (with the exception of limits of liability) name, and operate as if there was a separate policy of Insurance covering each of the Principal, the PS Contractor and Subcontractors such that any act, error or omission or state of knowledge or intent will not be imputed to any other insured for the purposes of determining rights to indemnity;
 - (B) failure by any insured to observe and fulfil the terms of the policy does not prejudice the Insurance of any other insured;
 - (C) any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy;
 - (D) a notice to the insurer by one insured will be deemed to be notice by all insured parties; and
 - (E) the insurer:
 - (aa) waives all rights, remedies or relief to which it might become entitled by way of subrogation against the Principal, the PS Contractor and Subcontractors; and
 - (bb) agrees to provide the Principal with a copy of all cover notes, policies, certificates of currency, renewal certificates and endorsement slips whenever it issues them;
- (iii) the insurance required to be effected by the PS Contractor under clause 1.4 of this Schedule A12 must include a principal's indemnity clause in favour of the Principal; and
- (iv) each Insurance required to be effected by the PS Contractor under this Schedule A12:
- (A) is effected with insurers approved by the Principal (which approval must not be unreasonably withheld);
 - (B) is on terms approved by the Principal (which approval must not be unreasonably withheld);
 - (C) does not contain any exclusion, endorsement or alteration unless it is first approved in writing by the Principal (which approval by the Principal must not be unreasonably withheld); and
 - (D) covers any liability for GST such that the proceeds of any claim under each policy (after payment of GST) are sufficient to fully indemnify

the insured who suffers the loss that is claimed (including in respect of any liability for GST).

- (b) If an Insurance required to be effected by the PS Contractor under the deed including this Schedule A12 is required to cover the liability of any Subcontractor, the PS Contractor must ensure that that Insurance also covers the liability of any person who supplies goods or materials to the PS Contractor.

SCHEDULE A13. – INSURANCE POLICIES

(Clause 30.5(a))

For the purposes of clause 30.5 of the General Conditions, refer to the following insurance policy documents which are included as electronic files in Schedule F1 (*Electronic files*):

No.	Principal's Insurance	Relevant documents	Electronic file name
1.	Contract works (material damage) insurance	Contract Works Insurance Policy	Contract Works_Final PAI Policy_Executed.pdf Contract Works Endorsement_Sydney Metro City & Southwest.pdf
2.	Public and products liability insurance	Public and Products Liability Insurance Policy	Public & Products Liability_Primary_Final PAI Policy_Executed.pdf
		Memorandum of Insurance (Excess Liability Insurance – Project Specific issued on [REDACTED] and naming Sydney Metro a NSW Government agency constituted by section 3D of the <i>Transport Administration Act 1988</i> (NSW) as the named insured)	Excess Liability_MOI Sydney Metro_Final_Executed.pdf Sydney Metro City & Southwest - First Excess Liability_[REDACTED].pdf Sydney Metro City & Southwest - Second Excess Liability_[REDACTED] PAI Policy_Executed.pdf Sydney Metro City & Southwest - Third Excess Liability_[REDACTED].xs [REDACTED] PAI Policy_Executed.pdf Sydney Metro City & Southwest - Fourth Excess Liability_[REDACTED].xs [REDACTED] PAI Policy_Executed.pdf
		Endorsement to Public & Products Liability	PL Primary Endorsement 001_Sydney Metro City and South West (QBE signed).pdf First Excess Liability \$50m xs [REDACTED] Endorsement 001_Sydney Metro City and South West (XL signed).pdf Second Excess Liability [REDACTED] xs [REDACTED] Endorsement 001_Sydney Metro City and South West (AIG&LIU signed).pdf Third Excess Liability [REDACTED] xs [REDACTED] Endorsement 001_Sydney Metro City and South West (London signed).pdf Fourth Excess Liability [REDACTED].xs

No.	Principal's Insurance	Relevant documents	Electronic file name
			[REDACTED] Endorsement 001_Sydney Metro City and South West (London signed).pdf Fourth Excess Liability [REDACTED].xs [REDACTED] Endorsement 001_Sydney Metro City and South West (VAZ).pdf

SCHEDULE A14. – INDEPENDENT CERTIFIER DEED

(Schedule A2 and clause 8.7)



Sydney Metro City & Southwest Independent Certification of the Pitt Street Works Independent Certifier Deed

Contract No: [insert]

CPB Contractors Pty Ltd

ACN 98 000 893 667
PS Contractor

Sydney Metro

ABN 12 354 063 515
Principal

Advisian Pty Ltd

ABN 50 098 008 818
Independent Certifier

and

(From the Accession Date) the person who accedes to
this deed under clause 2

the Operator

[Note: This document has been drafted on the basis that the Principal will enter into the OTS2 Project Deed with the Operator. If the Principal elects to deliver Sydney Metro City & Southwest using a different structure, appropriate amendments will be made to this document.]

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EXHIBIT

- 1 Indicative list of PS Contractor submissions

THIS INDEPENDENT CERTIFIER DEED is made on 2019

BETWEEN:

- (1) **CPB Contractors Pty Limited** ABN 98 000 893 667 of Level 18, 177 Pacific Highway, North Sydney NSW 2060 (**PS Contractor**);
- (2) **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**);
- (3) **Advisian Pty Ltd** ABN 50 098 008 818 of Level 17, 141 Walker Street, North Sydney NSW 2060 (**Independent Certifier**); and
- (4) (From the Accession Date) the person who accedes to this deed under clause 2, being the person defined as the "Acceding Party" in the Accession Deed that the Principal requires the Independent Certifier and the PS Contractor to execute under clause 2(a) (the **Operator**).

RECITALS:

- (A) The PS Contractor has entered into the Station Delivery Deed with the Principal for the delivery of the Project Works.
- (B) The Independent Certifier represents that it is experienced generally in design and construction and, in particular, in the design and construction of works similar to the Project Works and offers its expertise in those fields.
- (C) The Project Agreements contemplate that the Independent Certifier will discharge those functions set out in Schedule 1.
- (D) The Independent Certifier will perform its obligations on the terms of this deed.
- (E) In accordance with the Station Delivery Deed, the PS Contractor will progressively hand control of the Project Works to the Principal, so that the Principal may hand control of the Project Works to the Operator in order to allow it to undertake the OTS2 Project Works and to commence operation of Sydney Metro City & Southwest.
- (F) The Independent Certifier will issue a Notice of Substantial Completion and a Notice of Completion in respect of each Portion of the Project Works and the Operator will be bound by the Independent Certifier's certification as set out in the Notice of Completion for Portion 2 of the Project Works for the purposes of taking possession of the relevant part of the Construction Site.
- (G) The Operator has not been engaged by the Principal. Once the Operator has been engaged, the Operator will execute the Accession Deed substantially in the form included in Schedule 6 and will thereby accede to the terms of this deed.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

Accession Date has the same meaning as given to the term "Effective Date" in the Accession Deed, being the date from which the Operator accedes to this deed.

Accession Deed means the deed in substantially the same form as Schedule 6 (with relevant details duly completed) which is to be executed by the Independent Certifier, the PS Contractor, the Principal and the Operator in accordance with clause 2.

Additional Services means any additional services requested by the Principal from the Independent Certifier from time to time by the issue of an Additional Services Order, as those services are described in each Additional Services Order.

Additional Services Fee means the fee specified in any Additional Services Order for the Additional Services set out in that Additional Services Order, calculated in accordance with clause 7.1(a)(ii).

Additional Services Order means a written request from the Principal to the Independent Certifier to carry out Additional Services issued under clause 7.1(a).

Certification Methodology means the certification methodology set out in Schedule 7.

Certification Plan means the plan that the Independent Certifier is required to prepare in accordance with clause 4.8, and in respect of which the Principal has not issued a notice under clause 4.8(c), as that plan is updated from time to time in accordance with clause 4.9 of this deed.

Completion Phase Services means all Core Services related to:

- (a) construction of the Project Works;
- (b) Milestone Achievement of each Milestone;
- (c) the performance by the PS Contractor of its obligations in respect of Milestone Achievement of each Milestone;
- (d) Substantial Completion and Completion of each Portion; and
- (e) the performance by the PS Contractor of its obligations in respect of Substantial Completion and Completion of the each Portion.

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.

Consequential Loss does not include any Liquidated Damages Loss.

Core Services means the services set out in Schedule 1 to this deed, and includes the Design Phase Services and the Completion Phase Services.

Core Services Fee means the amount payable to the Independent Certifier for the performance of the Core Services, as calculated in accordance with paragraph 1(b) of the Payment Schedule.

Criminal Conduct means where an employee or officer of the Independent Certifier, or any person for whom the Independent Certifier is vicariously liable, has been convicted of a crime.

Design Phase Services means all Core Services related to:

- (a) the design of the Project Works; and
- (b) the performance by the PS Contractor of its design obligations in respect of the Project Works.

Dispute Representatives has the meaning given to that term in clause 9.2.

Fee means the amount payable to the Independent Certifier for the performance of the Services in accordance with the Payment Schedule.

Fraud means an intentional deceptive and dishonest act (but not omission) by an employee or officer of the Independent Certifier, or any person for whom the Independent Certifier is vicariously liable, committed with the intention of deceptively and dishonestly obtaining financial gain.

Gross Negligence means a gross, high and reprehensible failure to take reasonable care in circumstances whereby the Independent Certifier knew that it was failing to take reasonable care and that such failure to take reasonable care had an obvious high risk of causing the Loss claimed, and nevertheless proceeded with conscious and intentional indifference and disregard thereto but does not include errors of judgement, mistakes, errors or acts or omissions made in good faith.

GST, GST law and other terms used in clause 11 have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time) or any replacement or other relevant legislation and regulations, except that **GST law** also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 11) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

Independent Certifier's Project Director means the relevant person referred to in Schedule 3 or any other person holding that position in accordance with clause 4.4(b)(ii).

Independent Certifier's Representative means the relevant person referred to in Schedule 3 or any other person holding that position in accordance with clause 4.4(b)(ii).

Liquidated Damages Loss means any liability for liquidated damages under the Station Delivery Deed caused by any conduct, act or omission of the Independent Certifier (other than any conduct or act performed in accordance with this deed) causing delay to the PS Contractor:

- (a) achieving Substantial Completion of Portion 1 of the Project Works by the Date for Substantial Completion of that Portion;
- (b) achieving Completion of Portion 2 of the Project Works by the Date for Completion of that Portion; or
- (c) reaching Milestone Achievement of a Milestone by the Date for Milestone Achievement of the Milestone.

Loss means any cost, expense, loss, damage, liability or other amount whether present, future, fixed, unascertained, actual or contingent.

NSW Trains means the body corporate constituted by section 37 of the *Transport Administration Act 1988* (NSW).

Other Parties means the Principal, the PS Contractor and, from the Accession Date, the Operator.

Payment Schedule means Schedule 2 to this deed.

PDCS means the Principal's web based TeamBinder project data and collaboration system, or such other electronic project data and collaboration system notified by the Principal's Representative under clause 12.1.

Project Agreements means:

- (a) the Station Delivery Deed; and
- (b) each Project Cooperation and Integration Deed.

Public Transport Agency means the Principal, TfNSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains.

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

Reputable Insurer means an insurance company having the Required Rating.

Required Rating means a credit rating of at least A- by Standard and Poor's (Australia) Pty Limited or A3 by Moody's Investor Service, Inc (or such other credit rating as the Principal may approve in writing from time to time) or, if no rating is provided by Standard and Poor's (Australia) Pty Limited or by Moody's Investor Services, Inc, an equivalent rating with another reputable rating agency.

Services means:

- (a) the Core Services; and
- (b) any Additional Services,

and includes all things necessary for, or incidental to, the proper and professional performance of those services.

Station Delivery Deed means the deed titled "Pitt Street Integrated Station Development - Station Delivery Deed" between the Principal and the PS Contractor dated on or about the date of this deed.

Substitute Certifier has the same meaning as in clause 7.4(a).

Sydney Trains means Sydney Trains, the body corporate constituted by section 36 of the *Transport Administration Act 1988* (NSW).

Term means the term of this deed as set out in clause 3.2.

TfNSW means Transport for NSW, a NSW government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

Upper Limiting Fee means each upper limiting fee specified in paragraph 1(b) of the Payment Schedule, as adjusted in accordance with this deed.

Wilful Misconduct means any malicious conduct or any breach of this deed which results from a conscious and intentional indifference and disregard to the relevant provisions of this deed and the risk of causing the Loss claimed by the relevant Other

Party in respect of the breach but does not include errors of judgement, mistakes, errors or acts or omissions made in good faith.

1.2 Definitions in Station Delivery Deed

Except as otherwise defined in clause 1.1, terms used in this deed that are defined in the Station Delivery Deed will have the same meaning in this deed as in the Station Delivery Deed.

1.3 Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation,

and the following rules apply in interpreting this deed unless the context makes clear that a rule is not intended to apply:

(b) where the Independent Certifier or an Other Party comprises more than one entity, an obligation or a liability assumed by, or a right conferred on, the relevant Other Party or the Independent Certifier (as applicable) binds or benefits them jointly and severally;

(c) **person** includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this deed and any other deed, agreement, instrument, guideline or code of practice) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:

(i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and

(ii) any consolidations, amendments, re-enactments and replacements;

(g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;

(i) if a 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;

(j) **includes** in any form is not a word of limitation;

(k) a reference to **\$** or **dollar** is to Australian currency;

- (l) where under this deed:
 - (i) a notice, certificate or direction is required to be given; or
 - (ii) a default must be remedied,within a stated number of days, only Business Days will be counted in computing the number of days;
- (m) for all purposes other than as set out in clause 1.3(l), day means calendar day;
- (n) a reference to a **month** is a reference to a calendar month;
- (o) a reference to a court or tribunal is to an Australian court or tribunal;
- (p) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (q) 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 Business Day

If the day on or by which anything is to be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

1.5 Ambiguous terms

- (a) If the Principal considers, or if any of the Independent Certifier, PS Contractor or the Operator notifies the Principal's Representative in writing that it considers, that there is an ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed (including in any schedules), the Principal's Representative must direct the interpretation of this deed which the parties must follow.
- (b) The Principal's Representative, in giving a direction in accordance with clause 1.5(a), is not required to determine whether or not there is an ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which the Principal's Representative gives in accordance with clause 1.5(a):
 - (i) will not relieve the Independent Certifier, the PS Contractor or the Operator from or alter its liabilities or obligations under this deed or otherwise according to Law;
 - (ii) will not limit or otherwise affect the Principal's rights against any of the Independent Certifier, the PS Contractor or the Operator, whether under this deed or otherwise according to Law; and
 - (iii) must, in respect of a notice given under clause 1.5(a) by the Independent Certifier, the PS Contractor or the Operator, be given within 20 Business Days of receipt of that notice.

1.6 No bias against drafter

In the interpretation of this deed, no rule of construction applies to the disadvantage of one party on the basis that the party or its representative put forward or drafted this deed or any provision in it.

1.7 Excluding liability

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

2. ACCESSION BY THE OPERATOR

- (a) The PS Contractor and the Independent Certifier must, upon being requested by the Principal, execute four counterparts of the Accession Deed in accordance with the Principal's instructions and provide such copies to the Principal, notwithstanding that the counterparts of the Accession Deed may not have been signed by the Principal or the Operator.
- (b) The PS Contractor and the Independent Certifier may not object to the identity of the person selected by the Principal to be the Operator.
- (c) The Operator and the obligations owed to the Operator under this deed will only become effective upon the accession of the Operator to this deed in accordance with this clause 2 and the executed Accession Deed.
- (d) Upon accession of the Operator to this deed as referred to in clause 2(c), the rights and liabilities of the parties to this deed will be as set out in this deed as amended in accordance with the requirements of the Accession Deed.
- (e) The Principal will provide each of the Independent Certifier and the PS Contractor with a copy of the Accession Deed duly executed by the Principal and the Operator.

3. APPOINTMENT OF THE INDEPENDENT CERTIFIER

3.1 Appointment

- (a) Each of the Other Parties appoint the Independent Certifier under this deed to perform the Services.
- (b) The Independent Certifier confirms its acceptance of the appointment referred to in clause 3.1(a).
- (c) The Independent Certifier must carry out the Services in accordance with the requirements of this deed and the Project Agreements and, to the extent the Certification Plan is not inconsistent with the Project Agreements or the nature of the Services, it will carry out and perform the Services in accordance with the Certification Plan.

3.2 Term

The Term of this deed commences on the date of this deed and continues until the earlier of:

- (a) completion of the Services; or
- (b) termination in accordance with clause 10.

3.3 Payment

The Principal will pay the Independent Certifier the Fee subject to and in accordance with the Payment Schedule.

3.4 Nature of Services

- (a) The Independent Certifier and the Other Parties acknowledge and agree that the Certification Plan is incidental to, and does not limit or otherwise affect the Services or the Independent Certifier's obligations under the deed.
- (b) Where this deed contemplates an action, agreement, decision, direction or the like by the Other Parties, and the Other Parties cannot reach agreement in respect of such action, decision, direction or the like, then the Principal must, acting reasonably and after prior consultation with the PS Contractor and, as relevant, the Operator, determine the appropriate action, agreement, decision, direction or the like.
- (c) In reaching decisions in relation to this deed which may affect the Other Parties, the Principal will take into account representations made by the PS Contractor and the Operator.

3.5 Rights under the Project Agreements

The Independent Certifier may exercise any of the rights granted to it under the Project Agreements for the purpose of performing the Services.

4. INDEPENDENT CERTIFIER'S OBLIGATIONS

4.1 Acknowledgement

The Independent Certifier acknowledges that:

- (a) it has received a copy of the execution version of each Project Agreement and that it has read, and is familiar with, the terms of these documents to the extent they relate to the Services;
- (b) it must continue performing the Core Services notwithstanding that the relevant Upper Limiting Fee may have been reached; and
- (c) it will not be entitled to payment of any amount in addition to the relevant Upper Limiting Fee (as adjusted in accordance with paragraph 4 of Schedule 2) for the performance of the Core Services.

4.2 General representations and warranties

The Independent Certifier represents and warrants that:

- (a) it is a company duly incorporated and existing under Law and has the power to execute, deliver and perform its obligations under this deed and that all necessary corporate and other action has been taken to authorise that execution, delivery and performance;
- (b) the information provided by it in connection with this deed is true, accurate and complete in all material respects and not misleading in any material respect (including by omission);

- (c) its obligations under this deed are valid, legal and binding obligations enforceable against it in accordance with its terms, subject to equitable remedies and Laws in respect of the enforcement of creditor's rights;
- (d) the execution, delivery and performance of this deed by it will not contravene any Law to which it is subject or any deed or arrangement binding on it;
- (e) it does not (in any capacity) have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise); and
- (f) no litigation, arbitration, tax claim, dispute or administrative or other proceeding has been commenced or threatened against it which is likely to have a material adverse effect upon its ability to perform its obligations under this deed.

4.3 Further acknowledgements and warranties

The Independent Certifier:

- (a) acknowledges that each of the Other Parties:
 - (i) is relying upon the skill, expertise and experience of the Independent Certifier in the performance of its obligations under this deed; and
 - (ii) may suffer loss if the Independent Certifier does not perform its obligations in accordance with the requirements of this deed;
- (b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, skill, expertise, experience and care which would be reasonably expected of a professional providing services similar to the Services within the design and construction industries generally and the design and construction of major engineering works in particular;
- (c) must, at all times, act within the time requirements for the performance of its obligations under this deed and within the times prescribed under the Project Agreements (and, where no time is prescribed, within a reasonable time) and will comply with the requirements of the Payment Schedule;
- (d) without limiting clauses 4.3(a) and 4.3(b), acknowledges that the Other Parties are entitled to and will rely on any certificate or other document signed or given by the Independent Certifier under or pursuant to this deed or any Project Agreement;
- (e) without limiting its obligations under any provision of this deed, warrants to the Other Parties that:
 - (i) it will carry out and perform the Services;
 - (ii) it will make available for the performance of the Services, as a minimum, the levels of resources specified in Schedule 3; and
 - (iii) without limiting subparagraphs (i) and (ii), to the extent the Certification Plan is not inconsistent with:
 - (A) the Project Agreements;
 - (B) the nature of the Services; or

(C) without limiting subparagraphs (A) or (B), the requirements of clause 4.14,

it will carry out and perform the Services in accordance with the Certification Plan;

- (f) will provide transport on site for the use of its site personnel;
- (g) will, in carrying out the Services, carry out physical inspections of the Construction Site, any Extra Land, the Project Works and the PS Contractor's Activities:
 - (i) when appropriate or necessary to do so in order to perform the Core Services (including for the purpose of determining whether Milestone Achievement of any Milestone or Substantial Completion or Completion of any Portion has been achieved by the PS Contractor);
 - (ii) when otherwise reasonably requested by the Principal; and
 - (iii) in a manner which satisfies the requirements of the Certification Plan,and will invite and permit the Principal and the Operator to accompany it on all such inspections;
- (h) will carry out the Services in a manner which does not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by any person (including the PS Contractor and the Operator) except where it is the unavoidable consequence of performing the Services; and
- (i) in undertaking the Services, will comply with all the safe working requirements of the PS Contractor and the Operator, including the reasonable instructions of the PS Contractor in relation to safety and site security while on the Construction Site.

4.4 Personnel

- (a) The Independent Certifier must provide experienced and skilled personnel to perform its obligations under this deed.
- (b) The Independent Certifier must ensure that the nominated people referred to in Schedule 3:
 - (i) perform the services required of their respective positions;
 - (ii) are not removed without the prior written consent of the Principal (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request for removal), and if any of the people are removed:
 - (A) they must be replaced by people of at least equivalent skill, expertise and experience, having regard to the indicative requirements set out in paragraph 2 of Schedule 3 to this deed;
 - (B) they must be approved in writing by the Principal, having regard to the indicative requirements set out in paragraph 2 of Schedule 3 to this deed; and

- (C) there must be, prior to their removal and replacement, a proper handover to ensure that the new personnel have a reasonable understanding of the Project Agreements and the Services; and
- (iii) are located in Sydney for the performance of the Services and are available for consultation as any party may reasonably require from time to time.
- (c) The Principal may direct the Independent Certifier to remove from the performance of the Services any of the people referred to in Schedule 3 and the Independent Certifier must comply promptly with any such direction and nominate a replacement.
- (d) The Independent Certifier must notify the Other Parties in writing of the names of the person or persons that are authorised to sign the certificates and documents referred to in Schedule 1 which the Independent Certifier is required to execute as part of the Services, and must ensure that these certificates and documents are signed by the person or persons so notified.
- (e) The Independent Certifier must make available additional personnel to the extent required by the Principal.
- (f) The Independent Certifier must ensure that the persons appointed to the positions of:
 - (i) the Independent Certifier's Project Director; and
 - (ii) the Independent Certifier's Representative,including any replacements, at all times:
 - (iii) have the authority to act on behalf of and to bind the Independent Certifier in respect of the Services;
 - (iv) have full authority to promptly execute documents (including any certifications) and to promptly make decisions in relation to the Services; and
 - (v) have authority to bind the Independent Certifier in relation to any matter arising out of or in connection with the Services.

4.5 Subcontracting

- (a) Subject to clause 4.5(c), the Independent Certifier may not subcontract the performance of any of the Services without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request to subcontract).
- (b) The Independent Certifier remains responsible for the performance of the Services in accordance with this deed, notwithstanding any such subcontracting and will be liable for the acts and omissions of any subcontractor as if they were acts or omissions of the Independent Certifier.
- (c) Unless the Principal otherwise approves in writing, the Independent Certifier must contract with the subcontractors set out in Schedule 5 for the performance of the relevant parts of the Services.

4.6 Quality Assurance

- (a) The Independent Certifier must implement a quality system in accordance with AS/NZS ISO9000 and AS/NZS ISO9001, and otherwise in a form reasonably acceptable to the Other Parties to ensure compliance of the Services with the requirements of this deed.
- (b) The Independent Certifier will not be relieved of any requirement to perform any obligation under this deed as a result of:
 - (i) compliance with the quality assurance requirements of this deed; or
 - (ii) any acts or omissions of the Other Parties with respect to the quality assurance requirements of this deed, including any review of, comments upon, or notice in respect of, the Certification Plan or any audit under clause 4.11.

4.7 Information provided to Independent Certifier

- (a) The Independent Certifier is entitled to rely on information provided to it in accordance with the Station Delivery Deed by either of the Principal or the PS Contractor as being true and correct in all material respects unless:
 - (i) such information is:
 - (A) manifestly incorrect;
 - (B) provided on a qualified basis; or
 - (C) actually known or ought to reasonably have been known by the Independent Certifier to be untrue or incorrect as a result of it carrying out the Services in accordance with, and to the standards acknowledged, required by, or warranted in this deed; or
 - (ii) the Principal or the PS Contractor (as the case may be) subsequently informs the Independent Certifier of any change to the information provided to it.
- (b) The PS Contractor must provide to the Independent Certifier (with a copy to the Principal):
 - (i) the proposed design package structure, including the number of packages and associated description/naming, and a milestone program for staged submission of each design package in accordance with clause 4.5 of the Station Delivery Deed (**Design Submission Program**) within 25 Business Days of the date of this deed; and
 - (ii) an updated Design Submission Program each week during the period that the PS Contractor is carrying out design activities under the Station Delivery Deed.

4.8 Certification Plan

- (a) The Independent Certifier must prepare and submit to the Other Parties within 25 Business Days of the date of this deed a Certification Plan which must:
 - (i) be based on the Certification Methodology contained in Schedule 7;

- (ii) meet or exceed the requirements of Schedule 4;
 - (iii) not reduce the effectiveness, methodology, scope, effect, resources or expertise contained in the Certification Methodology contained in Schedule 7; and
 - (iv) comply with the requirements for the Certification Plan in Schedule 4 of this deed.
- (b) The Other Parties may review the Certification Plan submitted under clause 4.8(a).
 - (c) The Principal may, if the Certification Plan does not comply with this deed or if the Principal believes (after prior consultation with the PS Contractor and, as relevant, the Operator) that the Certification Plan does not provide the information required by Schedule 4, notify the Independent Certifier of the non-compliance.
 - (d) If the Independent Certifier receives a notice under clause 4.8(c), the Independent Certifier must promptly submit an amended Certification Plan to the Other Parties, after which clause 4.8(b) will reapply.
 - (e) If the Independent Certifier does not receive a notice under clause 4.8(c) within 15 Business Days after the submission of the relevant Certification Plan, the relevant Certification Plan submitted by the Independent Certifier will be the Certification Plan with which the Independent Certifier must comply (as it is updated under clause 4.9).

4.9 Revisions to Certification Plan

- (a) The Independent Certifier must:
 - (i) progressively amend, update and develop the Certification Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Project Works, any Changes and any changes in the manner of performing the Services;
 - (ii) ensure that any amendments, updates or developments of the Certification Plan under clause 4.9(a)(i) are consistent with, and provide, the information set out in Schedule 4; and
 - (iii) submit each revision of the Certification Plan to the Other Parties for their review and comment.
- (b) The Other Parties may review the Certification Plan submitted under clause 4.9(a)(iii).
- (c) The Principal may, if the Certification Plan does not comply with this deed or the Principal believes (after prior consultation with the PS Contractor and, as relevant, the Operator) that the revised Certification Plan will lead to a reduction in the effectiveness, methodology, scope, effort, resources or expertise contained in the Certification Plan, notify the Independent Certifier of that non-compliance or reduction.
- (d) If the Independent Certifier receives a notice under clause 4.9(c), the Independent Certifier must promptly submit an amended Certification Plan to the Other Parties after which clause 4.9(b) will reapply.
- (e) The Other Parties owe no duty to the Independent Certifier to review the Certification Plan for errors, omissions or compliance with this deed.

- (f) Without limiting clauses 3.1(c) or 4.3(e), the Independent Certifier must not, either in the preparation of the Certification Plan required by clause 4.8 or the amending, updating and development of the Certification Plan required by clauses 4.9(a) and 4.9(d), decrease or otherwise reduce the effectiveness, methodology, performance and timing requirements, scope, effort, resources or expertise from that set out in the Certification Methodology contained in Schedule 7 or the then existing Certification Plan without the written approval of the Principal's Representative (after prior consultation with the PS Contractor and, as relevant, the Operator).
- (g) The Independent Certifier may not amend the Certification Plan other than in accordance with this clause 4.9.

4.10 Progress Reports by the Independent Certifier

The Independent Certifier must provide a monthly progress report to the Principal's Representative, the PS Contractor and the Operator no later than 5 Business Days after the end of the month and in such format as is required by the Principal's Representative, containing, identifying or setting out:

- (a) an executive summary of the Services undertaken by the Independent Certifier during the reporting period, which must include a summary and status of the key issues identified by the Independent Certifier in connection with the performance of the Project Works by the PS Contractor, including actions taken to address the issues in the reporting period and proposed future actions;
- (b) a high level summary of the Services proposed to be undertaken by the Independent Certifier in the forthcoming reporting period;
- (c) the Independent Certifier's current and predicted resourcing structure for the performance of the Services;
- (d) a summary of the Core Services Fee paid to date;
- (e) the forecast effort to complete the Design Phase Services and the Completion Phase Services (as applicable) and the estimated Core Services Fee that would be payable in respect of that effort based on the assumption that there is no applicable Upper Limiting Fee;
- (f) details of any actual or potential Defects or other non-compliances in the Project Works that it has identified during the reporting period; and
- (g) any additional information requested by the Other Parties from time to time.

4.11 Audit and surveillance

- (a) The Independent Certifier must:
 - (i) allow any audit of its quality assurance system under this deed by the Principal or a third party at, in the case of a third party, the request of the Other Parties or any one of the Other Parties; and
 - (ii) fully co-operate with the Principal or the relevant third party in respect of the carrying out of the quality assurance audit.
- (b) Without limiting the foregoing, the Independent Certifier must, at all times:

- (i) give to the Principal or the third party access to premises occupied by the Independent Certifier where the Services are being undertaken; and
- (ii) permit the Principal or the third party to inspect applicable information relevant to the quality assurance audit.

4.12 Access to records

The Independent Certifier must, within a reasonable time of any request, give the Other Parties access to any records or other documents received, prepared or generated by the Independent Certifier in the course of carrying out the Services. For the avoidance of doubt, the Operator is entitled to have access to such records and documents, including such records and documents as may have been created prior to the Operator acceding to this deed in accordance with clause 2 and the Accession Deed.

4.13 Copies of notices and documents

All notices and documents:

- (a) provided by the Independent Certifier to an Other Party must be copied to the other parties; and
- (b) provided by an Other Party to the Independent Certifier must be provided by the Independent Certifier to the other parties.

4.14 Co-operation with Other Independent Certifiers

- (a) The parties acknowledge and agree that:
 - (i) the PS Contractor's Activities interface with the Interface Work; and
 - (ii) another independent certifier may be engaged by the Principal (**Other Independent Certifier**) to certify that any Interface Work has been designed and constructed in accordance with the requirements of the relevant Interface Contract.
- (b) Without limiting or otherwise affecting any of the Independent Certifier's obligations under this deed, the Independent Certifier must co-operate with Other Independent Certifiers, and do everything reasonably necessary to facilitate Other Independent Certifiers to certify the design and construction of Interface Work, including providing Other Independent Certifiers with such assistance or information as may be directed by the Principal's Representative.
- (c) The Independent Certifier must ensure that the Principal is provided with a copy of any written communication given by the Independent Certifier to an Other Independent Certifier within 2 Business Days of providing the same to that Other Independent Certifier.

4.15 Document management and transmission

- (a) Without limiting clause 12.1, the Independent Certifier must manage and transmit documents, including using an electronic medium (such as the PDCS) where required by the Principal's Representative, in accordance with the processes, procedures and systems in the SWTC or as otherwise required by the Principal's Representative.
- (b) Documents supplied by the Principal to the Independent Certifier will remain the property of the Principal and must be returned by the Independent Certifier to the

Principal on demand in writing. The documents must not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the Services.

- (c) The Independent Certifier must keep all the Independent Certifier's records relating to the Services in a secure and fire proof storage.
- (d) The Independent Certifier will not be entitled to make, and the Principal or the PS Contractor will not be liable upon, any claim arising out of or in any way in connection with complying with its obligations under this clause 4.15.
- (e) The Independent Certifier must ensure that any documentation that it provides to the Principal or the PS Contractor in computer readable form contains no virus or computer software code which is intended or designed to:
 - (i) permit access to or use of a computer system by a third person not authorised by the Principal; or
 - (ii) disable, damage or erase, or disrupt or impair the normal operation of any other software or data on a computer system.

5. INDEPENDENCE, CONFIDENTIALITY AND EXCLUSIVITY

5.1 Independent Certifier to be independent

- (a) The Independent Certifier warrants to the Other Parties that in performing the Services, it will act:
 - (i) independently of the Other Parties;
 - (ii) honestly and reasonably;
 - (iii) with the degree of professional care, knowledge, skill, expertise, experience and diligence which would be reasonably expected of a professional providing services similar to the Services within the design and construction industry generally and the design and construction of major engineering works in particular; and
 - (iv) within the times prescribed under the Project Agreements or as anticipated by the PS Contractor's Program, or such other programs that become relevant to the performance of the Services during the Term.
- (b) Without limiting clause 5.3(a), the parties acknowledge that:
 - (i) the Independent Certifier has been engaged by the Principal and the PS Contractor prior to the Operator having been engaged by the Principal;
 - (ii) when the Operator has been engaged by the Principal, the Operator will accede to this deed;
 - (iii) the Independent Certifier is obliged to act independently of the Operator;
 - (iv) the Independent Certifier may (after consultation with the Other Parties) be engaged by the Operator in relation to the OTS2 Project Works but must demonstrate to the satisfaction of the parties that it has sufficient separation procedures in place to permit it to act independently of the Operator;

- (v) the PS Contractor may not make any claim against the Principal or (to the extent that the Independent Certifier complies with this deed) the Independent Certifier arising out of or in any way in connection with the Independent Certifier being engaged by the Operator in relation to the OTS2 Project Works; and
- (vi) neither the Principal, the PS Contractor nor (from the Accession Date) the Operator may challenge a decision of the Independent Certifier on the basis that the Independent Certifier lacks independence solely because it is engaged by the Operator in relation to the OTS2 Project Works.

5.2 Confidentiality

The Independent Certifier must:

- (a) keep confidential details of this deed and all information and documents provided to, or by, the Independent Certifier relating to the Services, the Project Works, this deed, the Project Agreements or the Sydney Metro City & Southwest and not provide, disclose or use the information or documents except:
 - (i) to disclose them to the Other Parties;
 - (ii) for the purposes of performing the Services;
 - (iii) where required by Law or to obtain legal advice on this deed; or
 - (iv) with the prior written consent of the Other Parties; and
- (b) ensure that its subcontractors comply with the terms of clause 5.2(a).

This obligation will survive completion of the Services or the termination of this deed.

5.3 Exclusivity

- (a) The Independent Certifier must not, and must procure that:
 - (i) any related body corporate (as defined by sections 9 and 50 of the *Corporations Act 2001* (Cth)) of the Independent Certifier; and
 - (ii) any employees, agents, subcontractors and consultants who are involved in the provision of the Services,
do not, from the date of execution of this deed until the date of expiry of the Term in accordance with clause 3.2:
 - (iii) have any direct or indirect involvement (whether under contract or any other arrangement):
 - (A) with the PS Contractor or any of its contractors, consultants or providers, or the Operator or any of its contractors, consultants or providers in relation to the Project Agreements; or
 - (B) in the Project Agreements; or
 - (iv) provide services to or advise any other person in relation to the Project Agreements,

other than the provision of the Services under this deed, except with the prior written consent of the Principal which may be withheld or granted (after consultation with the Other Parties) in its absolute discretion.

- (b) The Independent Certifier agrees that:
 - (i) having regard to the Project Agreements and the Services, this clause 5.3 is reasonable as regards the nature of the involvement restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the probity of the Project Agreements and to ensure the best value for money of the Project Agreements; and
 - (ii) damages may not be a sufficient remedy for a breach of this clause 5.3 and the Other Parties may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Independent Certifier, in addition to any other remedies available at Law or in equity.

6. OBLIGATIONS OF THE OTHER PARTIES

6.1 No interference or influence

- (a) The Other Parties will not interfere with or attempt to improperly influence the Independent Certifier in the performance of any of the Services. The parties acknowledge that any communication allowed by this deed will not of itself constitute a breach of this clause 6.1.
- (b) Clause 6.1(a) will not prevent the Other Parties from providing written comments in accordance with the Project Agreements to the Independent Certifier in respect of the Design Documentation or any other aspect of the PS Contractor's Activities (including in connection with the Independent Certifier's determination of whether Milestone Achievement of any Milestone or Substantial Completion or Completion of any Portion has been achieved by the PS Contractor) and the Independent Certifier must consider any such comments received from the Other Parties.

6.2 Co-operation

- (a) Without limiting or otherwise affecting any of the PS Contractor's obligations under this deed or the Project Agreements, the PS Contractor must:
 - (i) co-operate with and provide the Independent Certifier with all information and documents necessary or reasonably required by the Independent Certifier, or otherwise reasonably requested by the Independent Certifier or directed by the Principal;
 - (ii) allow the Independent Certifier to attend all meetings and procure for the Independent Certifier access to all premises as may be reasonably necessary to enable the Independent Certifier to perform the Services or as reasonably requested by the Independent Certifier or directed by the Principal, including allowing the Independent Certifier to have safe, convenient and unimpeded access to the Construction Site and any Extra Land and all areas where the Project Works are being performed, from the date on which the PS Contractor is provided with access under the Station Delivery Deed; and
 - (iii) ensure that hold points and witness points are included in the PS Contractor's Program as reasonably required by the Independent Certifier to enable the Independent Certifier to perform the Services.

- (b) The PS Contractor must ensure that the Principal is provided with a copy of any written communication given by the PS Contractor to the Independent Certifier within 2 Business Days of providing the same to the Independent Certifier.
- (c) The Operator must ensure that the Principal is provided with a copy of any written communication given by the Operator to the Independent Certifier within 2 Business Days of providing the same to the Independent Certifier.
- (d) The Principal must ensure that the PS Contractor is provided with a copy of any formal written notification issued under this deed within 2 Business Days of providing the same to the Independent Certifier.

6.3 Principal to have no liability

Each party acknowledges that the Principal is not liable, nor will be taken to have a liability, or to have assumed a liability or become (on enforcement of any of their powers or otherwise) liable:

- (a) to any party to this deed by reason of the Principal being a party to this deed; or
- (b) for the performance of any obligation of the PS Contractor, the Operator or the Independent Certifier under this deed or under any Project Agreement.

7. ADDITIONAL SERVICES, CHANGES TO CORE SERVICES, SUSPENSION OF SERVICES AND APPOINTMENT OF SUBSTITUTE CERTIFIER

7.1 Additional Services

- (a) At any time during the Term, the Principal may issue an Additional Services Order to the Independent Certifier including the following details:
 - (i) a description of the Additional Services to be performed by the Independent Certifier under the Additional Services Order, including:
 - (A) the program for carrying out the Additional Services;
 - (B) the personnel required to perform the Additional Services; and
 - (C) the estimated number of hours or days (as applicable) required to be performed by each personnel; and
 - (ii) the Additional Services Fee payable by the Principal for the performance of the Additional Services the subject of the Additional Services Order, which must be:
 - (A) calculated by reference to the schedule of rates set out in the Payment Schedule; or
 - (B) if the nature of the services are such that the schedule of rates set out in the Payment Schedule is not applicable, based on reasonable rates and prices.
- (b) The Independent Certifier must, within five Business Days of receipt of the Additional Services Order, provide the Principal with a notice either:
 - (i) accepting the Additional Services Order; or

- (ii) containing detailed written reasons why it cannot accept the Additional Services Order.
- (c) An Additional Services Order is deemed accepted for all purposes under this deed if no notice is received by the Principal from the Independent Certifier in accordance with clause 7.1(b).
- (d) If an Additional Services Order is accepted or deemed to be accepted by the Independent Certifier under this clause 7.1:
 - (i) the Additional Services set out in that Additional Services Order become part of the Services and must be performed in accordance with this deed; and
 - (ii) the Additional Services Fee (if any) set out in that Additional Services Order becomes part of the Fee and must be paid in accordance with this deed.
- (e) The Principal is not obliged to issue any Additional Services Order to the Independent Certifier under clause 7.1(a).
- (f) The Independent Certifier acknowledges that:
 - (i) the Principal has made no representations as to the amount of work (if any) which the Principal may request the Independent Certifier to perform under Additional Services Orders;
 - (ii) the Independent Certifier may not make any claim against the Principal on the basis that the Principal has not requested or engaged the Independent Certifier to perform any or sufficient work under Additional Services Orders; and
 - (iii) the Principal is entitled to engage other contractors to perform services similar to the Services.

7.2 Change to Core Services

Without limiting clause 7.1, the Principal (after prior consultation with the PS Contractor and, as relevant, the Operator) may, by written notice to the Independent Certifier, direct the Independent Certifier to carry out a change to the Core Services (including an addition or omission) and the Independent Certifier must comply with that direction.

7.3 Suspension of Services

The Principal (after prior consultation with the PS Contractor and, as relevant, the Operator) may, by written notice to the Independent Certifier (copied to the PS Contractor and the Operator), direct the Independent Certifier to suspend any or all of the Services for the period of time specified in the notice.

7.4 Appointment of Substitute Certifier

- (a) The Independent Certifier acknowledges and agrees that the Principal may, after consultation with the Other Parties, appoint another certifier (**Substitute Certifier**) to carry out those Services which are omitted as a result of a change to the Core Services directed under clause 7.2, and any decision of a Substitute Certifier appointed will be treated (between the Principal, the PS Contractor, the Operator and the Independent Certifier) as if it is a decision of the Independent Certifier, and the Substitute Certifier will have all of the rights, powers and

obligations of the Independent Certifier under the Project Agreements in connection with those Services.

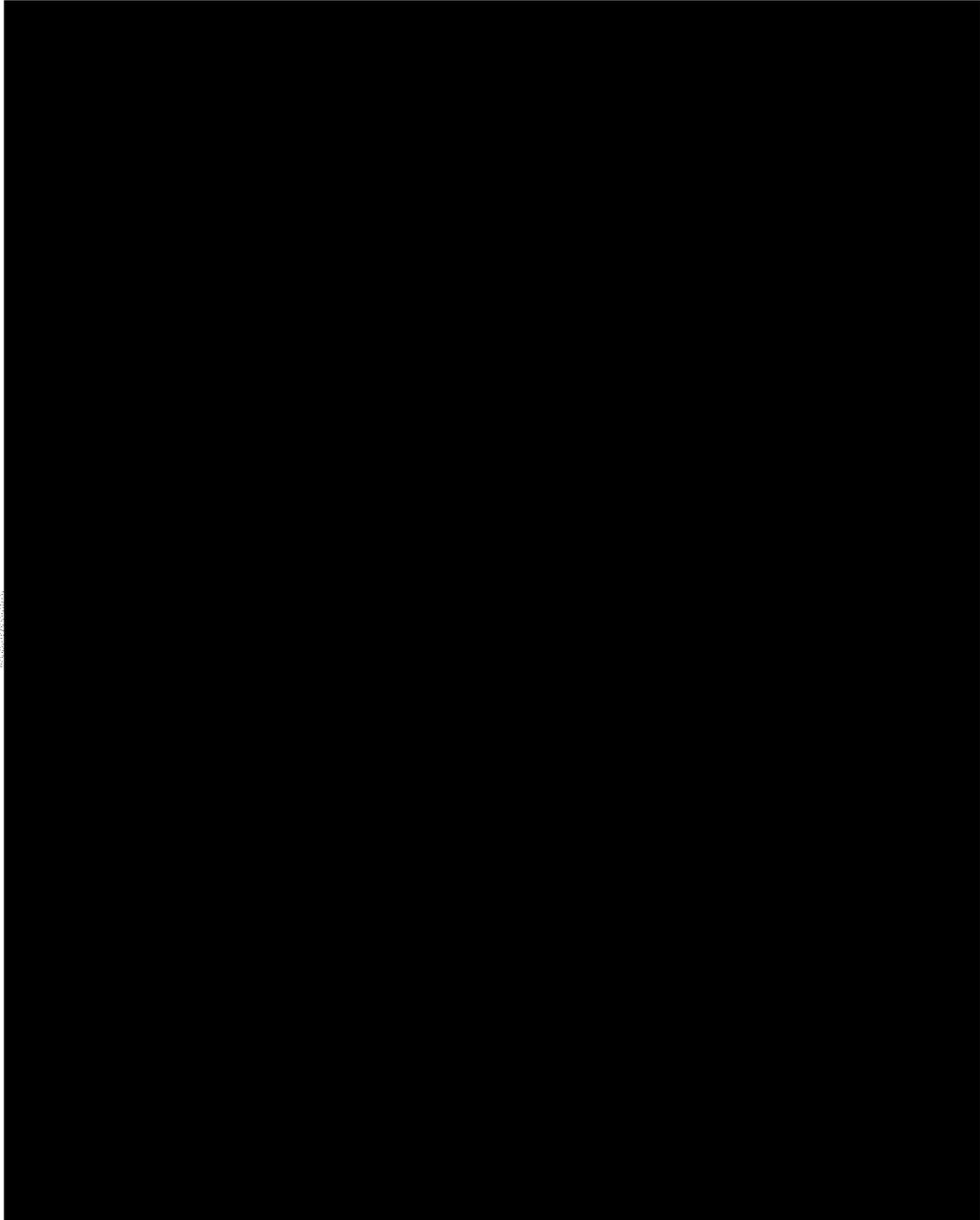
- (b) Notwithstanding a change to the Core Services or the appointment of a Substitute Certifier, the Independent Certifier must continue to perform the Services, as varied in accordance with this clause 7, in accordance with this deed. Without prejudice to any claim in respect of the performance of the Independent Certifier, the Independent Certifier is not responsible for the performance of the Substitute Certifier.

8. LIABILITY, INSURANCE AND INDEMNITY

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9. DISPUTE RESOLUTION

9.1 Procedure for resolving disputes

- (a) The parties agree that they will attempt to resolve all disputes in accordance with the procedures set out in this clause 9.
- (b) It is a condition precedent to the referral of a dispute to litigation that a party first exhausts the procedures referred to in clause 9.2.

9.2 Negotiation

- (a) If a dispute arises, then a party to the dispute may give notice to the other parties to the dispute, requesting that the dispute be referred for resolution to the respective chief executive officers of those parties to the dispute.
- (b) A notice under clause 9.2(a) must:
 - (i) be in writing;
 - (ii) state that it is a notice under this clause 9.2; and

- (iii) include, or be accompanied by, reasonable particulars of the matters in dispute.
- (c) If a dispute is referred to the persons referred to in clause 9.2(a) (**Dispute Representatives**), then the Dispute Representatives (or the persons for the time being acting in those positions) must meet and use reasonable endeavours acting in good faith to resolve the dispute (in whole or in part) within 10 Business Days of the date on which the notice under clause 9.2(a) is received. The joint decisions (if any) of the Dispute Representatives must be reduced to writing within the 10 Business Days referred to in this clause 9.2(c) and will be contractually binding on the parties to the dispute.
- (d) The 10 Business Days referred to in clause 9.2(c) may be extended by agreement of the parties to the dispute in writing.

9.3 Continue to perform

Notwithstanding the existence of a dispute, each of the Other Parties and the Independent Certifier must continue to perform their obligations under this deed.

10. TERMINATION OF APPOINTMENT

10.1 Notice of termination

Following consultation with the Other Parties, the Principal may terminate the appointment of the Independent Certifier under this deed by notice in writing served on the Independent Certifier (copied to the PS Contractor and the Operator) if:

- (a) the Independent Certifier is in breach of this deed and the breach is not remediable in the reasonable opinion of the Principal;
- (b) the Independent Certifier is in breach of this deed and the breach, being remediable in the reasonable opinion of the Other Parties, has not been remedied within 7 days of the service by the Principal of a notice specifying the breach and requiring the breach to be remedied;
- (c) an Insolvency Event occurs in relation to the Independent Certifier; or
- (d) the Principal in its absolute discretion for any reason whatsoever serves on the Independent Certifier a notice of termination of the appointment of the Independent Certifier in respect of the Services, on a date specified in the notice, being not less than 15 Business Days after the date of issue of the notice.

10.2 Termination

Where a notice is served on the Independent Certifier under clause 10.1, the appointment of the Independent Certifier will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 10.1; or
- (b) the appointment of a replacement for the Independent Certifier.

10.3 Delivery of documents

Upon the earlier of the date of termination of the appointment of the Independent Certifier and the date of completion of the Services, the Independent Certifier:

- (a) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the Independent Certifier relating to the Services;
- (b) may retain a copy of those books, records, drawings, specifications and other documents referred to in clause 10.3(a) for the sole purpose of business record keeping, insurance and quality assurance, subject to the Independent Certifier complying with its confidentiality obligations under clause 5.2; and
- (c) acknowledges that the Other Parties have the right to use all such documents for any purposes in connection with the Sydney Metro City & Southwest, the Project Works, the PS Contractor's Activities or the Project Agreements, provided that the Independent Certifier will have no liability to the Other Parties in relation to any documents handed over pursuant to clause 10.3(a) unless such documents have been formally issued and marked as final by the Independent Certifier.

10.4 Reasonable assistance

Where the Other Parties give a notice under clause 10.1 of termination of the appointment of the Independent Certifier, the Independent Certifier must provide full assistance to the Other Parties and any appointed replacement for the Independent Certifier in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

10.5 Payment until date of termination

Where the appointment of the Independent Certifier is terminated under clause 10.1(d), the Independent Certifier is only entitled to be paid by the Principal the proportion of the Fee for Services performed up to the date of the termination.

10.6 Termination without prejudice

Termination of the appointment of the Independent Certifier will be without prejudice to any claim which any of the Other Parties may have in respect of any breach of the terms of this deed which occurred prior to the date of termination.

10.7 Survive termination

This clause 10 will survive the termination of this deed by the Other Parties under clause 10.1.

10.8 Rights upon termination

If the appointment of the Independent Certifier is terminated pursuant to clauses 10.1(a) to 10.1(c), the parties' remedies, rights and liabilities will be the same as they would have been under the Law governing the deed had the Independent Certifier repudiated the deed and the Other Parties elected to treat the deed as at an end and recover damages.

11. GST

- (a) Except where the context suggests otherwise, terms used in this clause 11 have the meaning given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 11.

- (c) Unless otherwise expressly stated, all consideration to be provided under this deed (other than under this clause 11) is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 11.
- (d) Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total costs, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (e) If GST is payable in relation to a supply made under or in connection with this deed, then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.
- (f) The Supplier must provide a tax invoice to the Recipient at the same time as any consideration is to be first provided for that supply.
- (g) If the GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under clause 11(e), then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 11(g) is deemed to be a payment, credit or refund of the additional amount payable under clause 11(e). If any adjustment event occurs in relation to a supply, the Supplier must give the Recipient an adjustment note event within 7 days after the date of the adjustment event.

12. GENERAL

12.1 Notices

- (a) Wherever referred to in this clause 12.1, "**Notice**" means each communication (including each notice, consent, approval, request and demand) under or in connection with this deed.
- (b) At any time and from time to time the Principal's Representative may notify the Independent Certifier that a PDCS will be used for giving Notices under or in connection with this deed. The Principal's Representative's notice will set out:
 - (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the Independent Certifier to use the PDCS; and
 - (iv) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (c) Each Notice must:
 - (i) before the date referred to in clause 12.1(b):
 - (A) be in writing;

(B) be addressed as follows (or as otherwise notified by that party to each other party from time to time):

(aa) to the Principal's Representative:

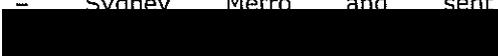
Address:



Email: **[Insert]**

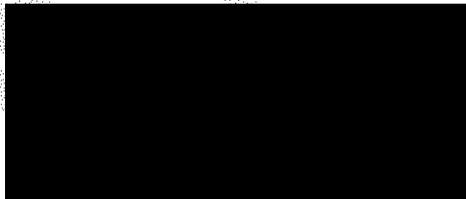
Attention: **[Insert]**

Any Notice in relation to a Claim or a Dispute must also be addressed to the General Counsel - Sydney Metro and sent to



(bb) to the Independent Certifier:

Address:



Email:

Attention:

(cc) to the PS Contractor:

Address: **[to be inserted]**

Email: **[to be inserted]**

Attention: **[to be inserted]**

(ii) on and from the commencement date for use of the PDCS referred to in clause 12.1(b):

(A) be sent through the PDCS in accordance with the requirements set out in clause 12.1(e); and

(B) in circumstances where the PDCS is temporarily disabled or not operating for a period in excess of 2 hours, be issued in accordance with clause 12.1(c)(i).

(d) A communication is taken to be received by the addressee:

(i) (in the case of a Notice sent through the PDCS) at the time recorded on the PDCS as being the time at which the Notice was sent;

(ii) (in the case of prepaid post sent to an address in the same country) 2 Business Days after the date of posting;

(iii) (in the case of international post) 7 Business Days after the date of posting; and

(iv) (in the case of delivery by hand) on delivery.

(e) With respect to Notices sent through the PDCS:

- (i) all Notices must be submitted by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (ii) only the text in any Notice, or subject to clause 12.1(e)(iii), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
- (iii) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (A) pdf format;
 - (B) a format compatible with Microsoft Office; or
 - (C) such other format as may be agreed between the parties in writing from time to time.
- (f) The Independent Certifier warrants that it will:
 - (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
 - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (iii) comply with any user guide and protocol with respect to the PDCS provided by the Principal to the Independent Certifier from time to time;
 - (iv) ensure all relevant personnel attend all necessary training required by the Principal's Representative;
 - (v) advise the Principal's Representative of which personnel require access to the PDCS;
 - (vi) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and
 - (vii) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 12.1(c)(ii)(B) to the Principal's Representative through the PDCS.
- (g) If the Independent Certifier is an unincorporated joint venture and one of the joint venturers is, a foreign company (as defined in the Corporations Act), the Independent Certifier must:
 - (i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed. The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent; and
 - (ii) obtain the process agent's consent to the appointment.
- (h) The Principal has no liability for any losses the Independent Certifier may suffer or incur arising out of or in connection with its access to or use of the PDCS or any

failure of the PDCS, and the Independent Certifier will not be entitled to make, and the Principal will not be liable upon, any claim against the Principal arising out of or in connection with the Independent Certifier's access to or use of the PDCS or any failure of the PDCS.

- (i) Wherever this deed requires the Independent Certifier to provide any documents, notices or other communications to the Operator, the Independent Certifier must address such communications to the Operator:
 - (i) at the address notified to the Independent Certifier by the Principal; or
 - (ii) if required by the Principal, by way of the PDCS.

12.2 Governing Law

This deed is governed by and must be construed according to the law applying in New South Wales.

12.3 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any action or proceedings which may be brought at any time relating in any way to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that any action or proceedings have been brought in an inconvenient forum, if that venue falls within clause 12.3(a).

12.4 Principal as a public authority

- (a) This deed will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of its functions and powers pursuant to any Law.
- (b) Each of the Independent Certifier, the PS Contractor and the Operator acknowledges and agrees that, without limiting clause 12.4(a), anything which the Principal does, fails to do or purports to do pursuant to its functions and powers under any Law will be deemed not to be an act or omission by the Principal under this deed and will not entitle any of the Independent Certifier, the PS Contractor or the Operator to make any claim against the Principal.
- (c) The parties agree that clauses 12.4(a) and 12.4(b) are taken not to limit any liability which the Principal would have had to the Independent Certifier, the PS Contractor or the Operator under this deed as a result of a breach by the Principal of a term of this deed but for clauses 12.4(a) and 12.4(b) of this deed.

12.5 Amendments

This deed may only be varied by a deed executed by or on behalf of each of the parties.

12.6 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under

this deed by a party does not preclude, or operate as a waiver of, the 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) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

12.7 Cost of performing obligations

Each party must, unless this deed expressly provides otherwise, pay its own costs and expenses in connection with performing its obligations under this deed.

12.8 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by Law or reasonably requested by another party to give effect to this deed.

12.9 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

12.10 Assignment

(a) Assignment by the Independent Certifier

The Independent Certifier cannot assign, novate or otherwise transfer any of its rights, interests or obligations under this deed without the prior written consent of the Principal and except on such terms as are determined in writing by the Principal.

(b) Assignment by the PS Contractor

The PS Contractor cannot assign, novate or otherwise transfer any of its rights, interests or obligations under this deed without the prior written consent of the Principal and except on such terms as are determined in writing by the Principal.

(c) Assignment and novation by the Principal

(i) Without limiting clause 12.11, the Principal may:

- (A)** assign, novate or otherwise transfer all or any part of its rights under this deed without the Independent Certifier, PS Contractor or the Operator's prior approval, provided that the assignee, novatee or transferee (as applicable) is also a party to whom the Principal is assigning, novating or transferring its rights under the Station Delivery Deed in accordance with the terms of the Station Delivery Deed; and
- (B)** not otherwise assign, novate or otherwise transfer all or any part of its rights under this deed without each of the Other Parties' prior written consent (which must not be unreasonably withheld or delayed),

and may disclose to a proposed assignee, novatee or transferee any information in the possession of the Principal relating to the Independent Certifier, PS Contractor or the Operator.

- (ii) The Independent Certifier, the PS Contractor and, from the Accession Date, the Operator agree to such assignment, novation or transfer such that no further consent is required.
- (iii) In the case of a novation by the Principal under this clause 12.10(c):
 - (A) the Principal will be released from its obligations under this deed and the respective rights of the Principal, the Independent Certifier, the PS Contractor and, from the Accession Date, the Operator against one another under this deed will cease;
 - (B) the novated agreement will be on the same terms as this deed, such that the incoming party, the Independent Certifier, the PS Contractor and, from the Accession Date, the Operator will assume the same obligations to one another and acquire the identical rights against one another as the rights and obligations discharged under clause 12.10(c)(iii)(A), except that the incoming party replaces the Principal for all purposes under the agreement; and
 - (C) the Independent Certifier, the PS Contractor and, from the Accession Date, the Operator consent to the disclosure by or on behalf of the Principal to the incoming party of their confidential information for the purposes of the novation.
- (iv) The Principal may at any time enter into any subcontracting, delegation or agency agreements or arrangements in relation to any of its functions.

12.11 Transfer of functions or Public Transport Agency assets

- (a) The parties acknowledge that:
 - (i) a Public Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Public Transport Agency may be transferred to or vested in another entity;
 - (ii) if a Public Transport Agency is reconstituted, renamed, dissolved, replaced or restructured and/or some or all of that Public Transport Agency's powers, functions, rights or responsibilities are transferred to or vested in another entity, then unless otherwise notified by the Public Transport Agency, references in this deed to that Public Transport Agency must, subject to any facilitative legislation, be deemed to refer, as applicable, to the reconstituted, renamed, restructured or new entity or entity replacing that Public Transport Agency to the extent that such entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and
 - (iii) a Public Transport Agency may be required to or may, at its absolute discretion, elect to (including as a result of changes to New South Wales government policy or directions) acquire, or dispose of, any property or assets.
- (b) The Independent Certifier, the PS Contractor and, from the Accession Date, the Operator acknowledge and agree that they must, to the extent required by a Public

Transport Agency and without limiting any facilitative legislation, negotiate in good faith any variations required to this deed, or any replacement agreement or agreements for this deed to give effect to a Public Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.

- (c) The Independent Certifier, the PS Contractor and, from the Accession Date, the Operator will be taken for all purposes to have consented to, and will not have, and no Public Transport Agency will be liable for, any claim as a result of any action, matter or circumstance referred to in, or contemplated by this clause 12.11.
- (d) For the purposes of this clause 12.11, "another entity" means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation.

12.12 Replacement body

Where a reference is made to any Authority, institute, association, body, person or organisation (**Former Body**) which is reconstituted, renamed, replaced, ceases to exist or has its powers or functions transferred to another Authority, institute, association, body, person or organisation, that reference will be deemed to refer to the Authority, institute, association, body, person or organisation (**Replacement Body**) which then serves substantially the same powers, functions or objects as the Former Body. Any reference to any senior officer of the Former Body will be to the equivalent senior officer of the Replacement Body.

12.13 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

12.14 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

12.15 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating and preparing this deed.

12.16 Entire agreement

To the extent permitted by Law, in relation to its subject matter, this deed (together with the Accession Deed from the time of accession by the Operator):

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

12.17 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.

12.18 No agency, partnership, joint venture or other fiduciary relationship

Nothing in this deed will be construed or interpreted as:

- (a) conferring a right in favour of any party to enter into any commitment on behalf of another party or otherwise to act as agent of another party; or
- (b) constituting the relationship between any two or more of the parties (or all of the parties) as that of partners, joint venturers or any other fiduciary relationship.

12.19 Severance

If at any time any provision of this deed is or becomes void, illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then 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.

12.20 Moratorium legislation

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this deed or otherwise, are expressly waived.

13. AUSTRALIAN GOVERNMENT REQUIREMENTS

- (a) The Independent Certifier:
 - (i) declares as at the date of this deed; and
 - (ii) must ensure during the term of this deed,
that, in relation to the Services, it and its subcontractors, consultants and each related entity:
 - (iii) complies with, and acts consistently with, the Building Code;
 - (iv) meets the requirements of section 11 of the Building Code;
 - (v) is not subject to an Exclusion Sanction or a formal warning that any further failure to comply with the Building Code may result in the imposition of an Exclusion Sanction;

- (vi) has not been the subject of an adverse decision, direction or order, or failed to comply with a decision, direction or order, made by a court or tribunal for a breach of the BCIIP Act, a designated building law, work health and safety law, competition and consumer law or the *Migration Act 1958* (Cth) (other than a decision, direction or order that is stayed or has been revoked);
 - (vii) has not been required to pay any amount under an adjudication certificate or owed any unsatisfied judgement debts to a building contractor or building industry participant (as those terms are defined in the BCIIP Act);
 - (viii) only uses products that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (ix) unless approved by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government; and
 - (x) complies with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code.
- (b) The Independent Certifier acknowledges and agrees that compliance with the Building Code does not relieve the Independent Certifier from any responsibility or obligation under this deed.
- (c) The Independent Certifier must promptly:
- (i) notify the ABCC of:
 - (A) any breach or suspected breach of the Building Code as soon as practicable, but no later than 2 Business Days after becoming aware of the breach or suspected breach, and advise the ABCC of the steps proposed to be taken by the Independent Certifier to rectify the breach; and
 - (B) the steps taken to rectify any breach of the Building Code within 10 days of providing a notification under clause 13(c)(i)(A); and
 - (ii) give the Principal a copy of any notification given by the Independent Certifier to the ABCC under clause 13(c)(i) and respond to any requests for information by the Principal concerning matters related to the Building Code so as to enable the Principal to comply with its obligations under section 28 of the Building Code.
- (d) The Independent Certifier acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIP Act and the Building Code and must ensure that it (and must procure that its subcontractors, consultants and each related entity) complies with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
- (i) for entry under section 72 of the BCIIP Act;
 - (ii) to interview any person under section 74 of the BCIIP Act;
 - (iii) to produce records or documents under sections 74 and 77 of the BCIIP Act; and
 - (iv) for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.

- (e) The Independent Certifier must not enter into a subcontract for any aspect of the Services unless:
 - (i) the subcontractor has submitted a Declaration of Compliance, including the further information outlined in Attachment A to the Declaration of Compliance, which the Independent Certifier agrees is substantially in the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - (ii) the subcontract with the subcontractor includes an equivalent clause to this clause 13.
- (f) The Independent Certifier must provide the Commonwealth with any subcontractor's Declaration of Compliance referred to in clause 13(e) promptly upon request.
- (g) The Independent Certifier must maintain adequate records of the compliance with the Building Code by:
 - (i) the Independent Certifier;
 - (ii) the subcontractors;
 - (iii) the Independent Certifier's consultants; and
 - (iv) any related entity of the Independent Certifier.
- (h) For the purposes of this clause 13, "related entity" has the meaning given to that term in subsection 3(2) of the Building Code.

SCHEDULE 1**CORE SERVICES****1. GENERAL**

- (a) The Independent Certifier is engaged to certify that the PS Contractor has designed and constructed the Project Works in accordance with the requirements of the relevant sections of the Station Delivery Deed.
- (b) The Independent Certifier must:
- (i) at all times:
 - (A) act independently of the Principal and the PS Contractor; and
 - (B) be familiar with its role, functions, obligations, duties and services (express or implied) under this deed;
 - (ii) in carrying out its obligations under this deed, review and have regard to all:
 - (A) documents and information made available to the Independent Certifier by the Principal; and
 - (B) comments provided by the Principal's Representative in respect of the PS Contractor's Activities; and
 - (iii) provide no lesser levels of resourcing than that detailed in Schedule 3.
- (c) Without limiting paragraph 1(b)(ii)(A), the documents and information that the Principal may make available to the Independent Certifier include:
- (i) minutes in respect of each meeting referred to in paragraph 2.1(a);
 - (ii) monthly reports submitted by the PS Contractor;
 - (iii) reports submitted by the PS Contractor in relation to any Defects that it detects (including all action proposed to correct that Defect);
 - (iv) reports or results of any on-site or off-site inspection, testing and audits regarding quality or compliance; and
 - (v) any other reports, notices, correspondence and other documents in relation to any actual or potential non-compliance with the Station Delivery Deed.
- (d) The Core Services include:
- (i) all the functions, obligations, duties and services set out in this Schedule 1; and
 - (ii) all things which would be reasonably expected of a professional performing those functions, obligations, duties and services.
- (e) In performing the Design Phase Services set out in paragraph 2.2:
- (i) the Independent Certifier is not required to carry out "first principles" calculations or "proof engineering" in connection with the Design Documentation; and

- (ii) the scope of Design Documentation that the Independent Certifier will be required to review and certify under this deed will be limited to the Design Documentation provided to the Independent Certifier by the Principal.

2. CORE SERVICES UNDER THE STATION DELIVERY DEED

2.1 General Services

The Independent Certifier must, throughout the Term:

- (a) ensure that a representative attends:
 - (i) a monthly progress meeting with the Principal's Representative within 5 Business Days of the submission of each monthly progress report to the Principal's Representative in accordance with clause 4.10 of this deed; and
 - (ii) in respect of the submission of Design Documentation for each key design pack (an indicative list of which is set out in Exhibit 1 (Indicative list of key PS Contractor submissions)):
 - (A) one meeting prior to submission of the Design Documentation for each design stage; and
 - (B) a design presentation workshop delivered by the PS Contractor within 5 Business Days of submitting the Design Documentation for each design stage;
- (b) inspect the PS Contractor's Activities from time to time as reasonably required to perform the Completion Phase Services in accordance with the requirements of this deed, including spot-checking and inspection of any significant non-compliances with the Station Delivery Deed which have been reported; and
- (c) promptly notify the Other Parties of:
 - (i) elements of the Design Documentation that do not (or may not) comply with the relevant sections of the Station Delivery Deed;
 - (ii) actual or potential Defects; or
 - (iii) other non-compliances with the Station Delivery Deed,that it identifies when attending meetings and performing its surveillance and other functions.

2.2 Design Phase Services

- (a) **Schedule A10, Clause 2.1(a):** The Independent Certifier must:
 - (i) review any Design Stage 3 Design Documentation which is provided to the Independent Certifier in accordance with clause 4.5(c) of the Station Delivery Deed; and
 - (ii) within the Principal's Design Review Period determine whether or not the Design Stage 3 Design Documentation complies with the requirements of the Station Delivery Deed and notify the Principal's Representative that the Independent Certifier considers that the Design Stage 3 Design Documentation:

- (A) does not comply with the requirements of the Station Delivery Deed; or
 - (B) is not sufficiently complete to enable the Independent Certifier to form a view on whether it is compliant; or
 - (C) complies with the requirements of the Station Delivery Deed, which notification must include a certificate in the form of Schedule B5 (*Independent Certifier's Certificate - Design*) to the Station Delivery Deed.
- (b) **Schedule A10, Clause 2.3(a):** If the PS Contractor gives a notice under clause 2.2(b) of Schedule A10 of the Station Delivery Deed, the Independent Certifier must, promptly after receipt of the notice from the Principal's Representative:
- (i) consult with the Principal's Representative; and
 - (ii) determine and notify the Principal's Representative whether the Independent Certifier considers that the PS Contractor's notice under clause 2.2(b) of Schedule A10 of the Station Delivery Deed satisfactorily addresses the Independent Certifier's concerns, which notification must, if the Independent Certifier is satisfied, include a certificate in the form of Schedule B5 (*Independent Certifier's Certificate - Design*) to the Station Delivery Deed,

and if:

- (iii) the Principal's Representative does not consider that the PS Contractor's notice under clause 2.2(b) of Schedule A10 of the Station Delivery Deed satisfactorily addresses its concerns; and
- (iv) the disagreement between the Principal's Representative and the PS Contractor is in relation to a non-compliance identified by the Independent Certifier,

the Independent Certifier must attend the relevant meeting under clause 2.3(a)(ii)(B) of Schedule A10 of the Station Delivery Deed.

2.3 Completion Phase Services

- (a) Not used.
- (b) **Milestone Achievement**
 - (i) **Clause 23.1(b):** The Independent Certifier must, within 5 Business Days of receipt by the Principal's Representative of a three month written notice from the PS Contractor of the estimated Date of Milestone Achievement of a Milestone under clause 23.1(a) of the Station Delivery Deed, jointly inspect the PS Contractor's Activities with the Principal's Representative and the PS Contractor's Representative at a mutually convenient time.
 - (ii) **Clause 23.1(c):** Within 2 Business Days of the joint inspection referred to in clause 23.1(b) of the Station Delivery Deed, the Independent Certifier must give the PS Contractor and the Principal a notice either:
 - (A) containing a list of items which it believes must be completed before Milestone Achievement of the Milestone is achieved; or

- (B) stating that it believes the PS Contractor is so far from achieving Milestone Achievement of the Milestone that it is not practicable to issue a list as contemplated in clause 23.1(c)(i) of the Station Delivery Deed.
 - (iii) **Clause 23.1(e):** The Independent Certifier must, within 5 Business Days after receipt of the PS Contractor's written notice that it considers that it has achieved Milestone Achievement of a Milestone under clause 23.1(d) of the Station Delivery Deed, jointly inspect the PS Contractor's Activities with the Principal's Representative and the PS Contractor's Representative at a mutually convenient time.
 - (iv) **Clause 23.1(f):** The Independent Certifier must, within 5 Business Days after the joint inspection under clause 23.1(e) of the Station Delivery Deed:
 - (A) if Milestone Achievement of the Milestone has been achieved, provide to the Principal's Representative and the PS Contractor, a certificate signed by the Independent Certifier in the form in Schedule B9 (*Notice of Milestone Achievement*) to the Station Delivery Deed; or
 - (B) if Milestone Achievement of the Milestone has not been achieved, issue a notice to the Principal and the PS Contractor which states:
 - (aa) the items which remain to be completed before Milestone Achievement of the Milestone can be achieved; or
 - (bb) that the PS Contractor is so far from achieving Milestone Achievement of the Milestone that it is not practicable to notify the PS Contractor of the items which remain to be completed as contemplated by clause 23.1(f)(ii)(A) of the Station Delivery Deed.
 - (v) **Clause 23.1(g)(ii):** In making its determination under clause 23.1(f) of the Station Delivery Deed in respect of Milestone Achievement of a Milestone, the Independent Certifier must consider comments from the Principal's Representative or any Interface Contractor in relation to any non-compliance of the PS Contractor's Activities with the Station Delivery Deed.
- (c) **Substantial Completion**
- (i) **Clause 23.1(b):** The Independent Certifier must, within 5 Business Days of receipt by the Principal's Representative of a three month written notice from the PS Contractor of the estimated Date of Substantial Completion of a Portion under clause 23.1(a) of the Station Delivery Deed, jointly inspect the PS Contractor's Activities with the Principal's Representative and the PS Contractor's Representative at a mutually convenient time.
 - (ii) **Clause 23.1(c):** Within 2 Business Days of the joint inspection referred to in clause 23.1(b) of the Station Delivery Deed, the Independent Certifier must give the PS Contractor and the Principal a notice either:
 - (A) containing a list of items which it believes must be completed before Substantial Completion of the Portion is achieved; or
 - (B) stating that it believes the PS Contractor is so far from achieving Substantial Completion of the Portion that it is not practicable to issue a list as contemplated in clause 23.1(c)(i) of the Station Delivery Deed.

- (iii) **Clause 23.1(e):** The Independent Certifier must, within 5 Business Days after receipt of the PS Contractor's written notice that it considers that it has achieved Substantial Completion of a Portion under clause 23.1(d) of the Station Delivery Deed, jointly inspect the PS Contractor's Activities with the Principal's Representative and the PS Contractor's Representative at a mutually convenient time.
- (iv) **Clause 23.1(f):** The Independent Certifier must, within 5 Business Days after the joint inspection under clause 23.1(e) of the Station Delivery Deed:
 - (A) if Substantial Completion of the Portion has been achieved, provide to the Principal's Representative and the PS Contractor, a certificate signed by the Independent Certifier in the form in Schedule B10 (*Notice of Substantial Completion*) to the Station Delivery Deed; or
 - (B) if Substantial Completion of the Portion has not been achieved, issue a notice to the Principal and the PS Contractor which states:
 - (aa) the items which remain to be completed before Substantial Completion of the Portion can be achieved; or
 - (bb) that the PS Contractor is so far from achieving Substantial Completion of the Portion that it is not practicable to notify the PS Contractor of the items which remain to be completed as contemplated by clause 23.1(f)(ii)(A) of the Station Delivery Deed.
- (v) **Clause 23.1(g)(ii):** In making its determination under clause 23.1(f) of the Station Delivery Deed in respect of Substantial Completion of a Portion, the Independent Certifier must consider comments from the Principal's Representative or any Interface Contractor in relation to any non-compliance of the PS Contractor's Activities with the Station Delivery Deed.

(d) **Completion**

- (i) **Clause 23.1(b):** The Independent Certifier must, within 5 Business Days of receipt by the Principal's Representative of a three month written notice from the PS Contractor of the estimated Date of Completion of a Portion under clause 23.1(a) of the Station Delivery Deed, jointly inspect the PS Contractor's Activities with the Principal's Representative and the PS Contractor's Representative at a mutually convenient time.
- (ii) **Clause 23.1(c):** Within 2 Business Days of the joint inspection referred to in clause 23.1(b) of the Station Delivery Deed, the Independent Certifier must give the PS Contractor and the Principal a notice either:
 - (A) containing a list of items which it believes must be completed before Completion of the Portion is achieved; or
 - (B) stating that it believes the PS Contractor is so far from achieving Completion of the Portion that it is not practicable to issue a list as contemplated in clause 23.1(c)(i) of the Station Delivery Deed.
- (iii) **Clause 23.1(e):** The Independent Certifier must, within 5 Business Days after receipt of the PS Contractor's written notice that it considers that it has achieved Completion of a Portion under clause 23.1(d) of the Station Delivery Deed, jointly inspect the PS Contractor's Activities with the

Principal's Representative and the PS Contractor's Representative at a mutually convenient time.

- (iv) **Clause 23.1(f)**: The Independent Certifier must, within 5 Business Days after the joint inspection under clause 23.1(e) of the Station Delivery Deed:
- (A) if Completion of the Portion has been achieved, provide to the Principal's Representative and the PS Contractor, a certificate signed by the Independent Certifier in the form in Schedule B11 (*Notice of Completion*) to the Station Delivery Deed; or
 - (B) if Completion of the Portion has not been achieved, issue a notice to the Principal and the PS Contractor which states:
 - (aa) the items which remain to be completed before Completion of the Portion can be achieved; or
 - (bb) that the PS Contractor is so far from achieving Completion of the Portion that it is not practicable to notify the PS Contractor of the items which remain to be completed as contemplated by clause 23.1(f)(ii)(A) of the Station Delivery Deed.
- (v) **Clause 23.1(g)(ii)**: In making its determination under clause 23.1(f) of the Station Delivery Deed in respect of Completion of a Portion, the Independent Certifier must consider comments from the Principal's Representative or any Interface Contractor in relation to any non-compliance of the PS Contractor's Activities with the Station Delivery Deed.

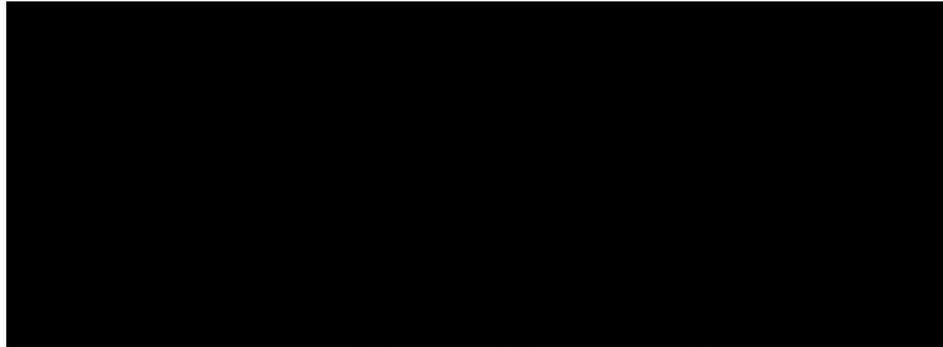
SCHEDULE 2

PAYMENT SCHEDULE

1. THE FEE

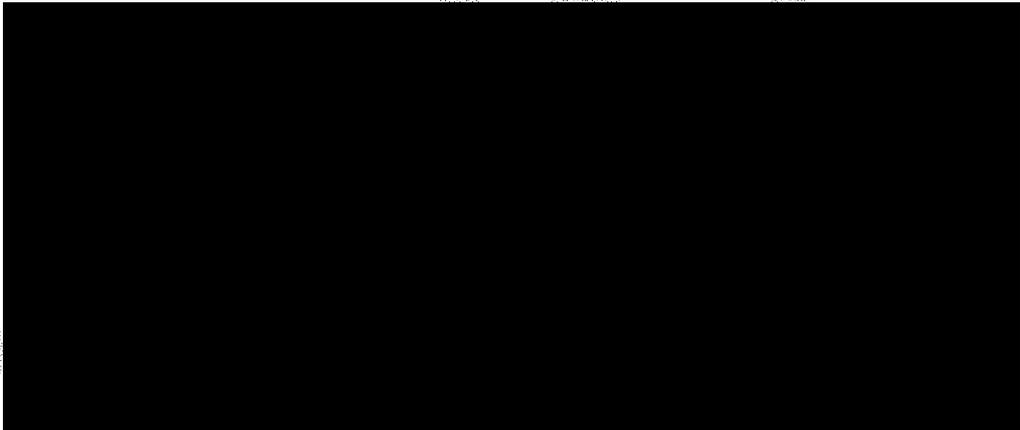
- (a) The Independent Certifier may claim payment for the performance of Services on a monthly basis.
- (b) The Core Services Fee will consist of:

(i)



(ii)

(c)



(d)

2. PAYMENT CLAIM

- (a) At the end of each month after the later of the date of the Station Delivery Deed and the date of this deed, the Independent Certifier must submit to the Principal (copying the PS Contractor) an account for payment on account of:

- (i) any Core Services performed during the relevant month:

- (A) setting out:

- (aa) the value of the Core Services performed in accordance with this deed during the relevant month, calculated in accordance with paragraph 1(b) of this Payment Schedule; and

- (bb) the aggregate of all amounts claimed for Core Services under this deed up to and including the relevant month in respect of:

- (a) the Design Phase Services; and

- (b) the Completion Phase Services; and

- (B) in such form and with such details and supporting documentation as the Principal and the PS Contractor may reasonably require, including:
 - (aa) details of the time expended by the Independent Certifier in performing the Core Services during the relevant month;
 - (bb) a list or schedule of the surveillance activities undertaken by the Independent Certifier during the reporting period, including:
 - (a) the visits made by the Independent Certifier to the Construction Site and elsewhere in connection with the Project; and
 - (b) any attendance at tests;
 - (cc) a comprehensive schedule of the status of all correspondence and documentation exchanged between the Independent Certifier and the Other Parties;
 - (dd) details of any Defects raised by the Independent Certifier; and
 - (ee) details of the current version of the Certification Plan and a summary of any amendments, updates and developments to the Certification Plan during the reporting period; and
- (ii) any Additional Services performed during the relevant month, setting out:
 - (A) in respect of each Additional Service:
 - (aa) the date of the Additional Services Order to which the claimed Additional Services Fee relates;
 - (bb) a description of the Additional Services performed under that Additional Services Order to the date of the claim, including details of the time expended by the Independent Certifier in performing the Additional Services; and
 - (cc) the Additional Services Fee the Independent Certifier claims on account of that Additional Service, calculated in accordance with paragraph 1(c), but excluding:
 - (a) any amounts previously paid to the Independent Certifier in respect of the Additional Service; or
 - (b) any amounts in respect of Core Services included in the amount payable under paragraph 1(b);
 - (B) the aggregate of all amounts claimed for Additional Services for the relevant month; and
 - (C) in such form and with such details and supporting documentation and evidence as the Principal and the PS Contractor may reasonably require.

- (b) The Independent Certifier is not entitled to payment or to make a claim for payment to the extent that any Services have not been carried out during the month in question.
- (c) Each account for payment submitted by the Independent Certifier must be accompanied by an executed Subcontractor's Statement and Supporting Statement in the form set out at paragraph 7 of this Payment Schedule.

3. PAYMENT AND NOTIFICATION OF DISPUTED AMOUNTS

- (a) The parties agree that:

- (i)

- (ii)

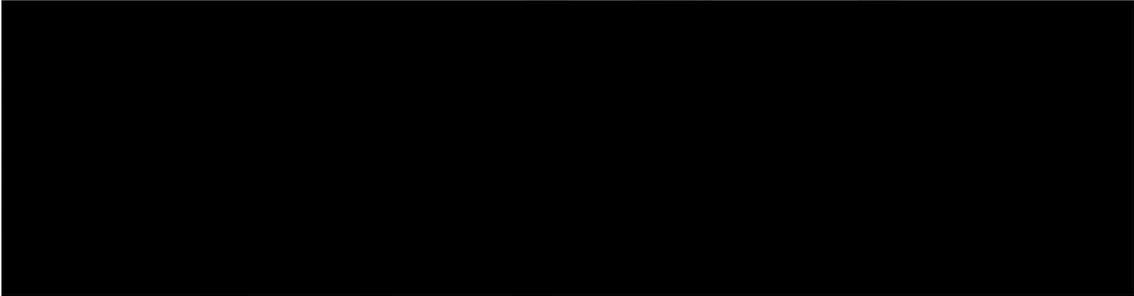
- (b) Subject to paragraph 2(b) of this Payment Schedule, the Principal must, within 15 Business Days after receipt of the account for the month (submitted in accordance with paragraph 2), pay the Independent Certifier any portion of the Fee attributable to the Services performed during the month which is not disputed.
- (c) If the Principal or the PS Contractor (as applicable) disagrees with an amount included in an account submitted by the Independent Certifier then, within 10 Business Days of receipt of the Independent Certifier's account, the Principal or the PS Contractor (as applicable) must notify the Independent Certifier in writing of the reasons for any amount which is disputed (which in the case of notification by the PS Contractor must be copied to the Principal).
- (d) If the parties do not resolve the matter within 10 Business Days after the issue of the Principal's or the PS Contractor's written notice, the Principal's Representative (acting reasonably and independently) must determine the dispute. Any determination by the Principal's Representative in respect of the amount payable must be given effect to by the parties unless and until it is reversed or overturned in any subsequent court proceedings.

4. ADJUSTMENTS TO THE CORE SERVICES FEE

- (a)



5. SCHEDULE OF RATES



[Note: The table below will be updated once the roles required within the Independent Certifier and daily rates have been determined.]

		Role	Name	Daily Rate (\$) (excluding GST)
Core Services	Core Team	IC Project Director & Representative		
		Project & Deed Establishment Manager (Phase 1)		
		Project Manager & Document Controller		
		Line Wide (Rail Systems)		
		WL, PS & BR		
		OTS2 IC		
		Project & Deed Establishment Assistance		
		VC, MP & CN		
		Construction Surveillance Officer		
		Line Wide Director		

Role	Name	Daily Rate (\$) (excluding GST)
Program & Planning		
Stakeholder & Liaison		
Occupational Health & Safety Specialist		
Technical Coordinator - Rail Systems		
Technical Coordinator - Stations & Infrastructure		
Technical Coordinator - Project Wide Services		
Track		
Tunnel Services		
Permanent HV Supply System		
OHW & Traction Supply		
Integration, Testing & Commissioning		
Integration, Testing & Commissioning		
Civil Engineer		
Fire & Life Safety & Ventilation		
Platform Screen Doors		
Operations & Maintenance		
Delivery Phase (Trains)		
Delivery Phase (Trains)		
Delivery Phase Signalling & Control Systems		
Delivery Phase Signalling & Control Systems		
Delivery Phase Signalling & Control Systems		
Radio & Communication Systems		
Central Control System		
Mechanical		
Electrical		
Station Architecture		
Public Domain & Urban Planning		
Geotechnical		

Specialists

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		Role	Name	Daily Rate (\$) (excluding GST)
Additional Services		Ground Settlement & Groundwater	[Redacted]	[Redacted]
		Structural Engineer		
		Survey Property & Land		
		Drainage		
		Building Management System		
		Landscaping		
		Risk, Technical Interfaces & Systems Engineering		
		RAMS		
		Metro and Sydney Trains Performance		
		Environment & Sustainability		
		Operational Readiness		
		Rail Safety, Accreditation & Station Operations		
	Additional Services	Specialists		
Sydney Trains Interface and Asset Performance				
Sydney Trains Track Infrastructure				
CBI Signalling Interlocking and Sydney Trains Interface				



6. **GST**

All Upper Limiting Fees, lump sums, rates and amounts in this Payment Schedule exclude GST.

7. **SUBCONTRACTOR'S STATEMENT AND SUPPORTING STATEMENT**

See next page.

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**Subcontractor's Statement and Supporting Statement
(Paragraph 2(d) of Schedule 2 (Payment Schedule))**

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 s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

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

Subcontractor: ABN:
(Business name)

of:
(Address of subcontractor)

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

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

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

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

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

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

period stated above.

- (f) Signature: Full Name:
- (g) Position/Title Date/...../.....

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

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Notes

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

Statement Retention

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

Offences in respect of a false Statement

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

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

In terms of s175B of the *Workers Compensation Act* and clause 18 of schedule 2 of the *Payroll*

Tax Act 2007 a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.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.

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Supporting statement

- (a) This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.
- (b) 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 *[insert ABN]* has entered into a contract with: *[business name of subcontractor]* ABN *[insert ABN]*, contract number/identifier *[insert]*.

OR

*Head contractor: *[business name of head contractor]* ABN *[insert ABN]* 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 to the Supporting Statement

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	Date of payment claim (head contractor claim)

Notes for Supporting Statement

Offences for False Statement

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.

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SCHEDULE 3

MINIMUM RESOURCES COMMITMENT

1. MINIMUM RESOURCES COMMITMENT

The Independent Certifier acknowledges and agrees that the minimum levels of resources set out in this Schedule 3 are minimum requirements only and do not in any way limit or otherwise affect the obligations of the Independent Certifier to perform the Services in accordance with this deed.

The Independent Certifier must provide at least the following key personnel to perform the Core Services, with the minimum days to be committed at each phase as set out below:

		Minimum commitment in the performance of the Design Phase Services for each package (days)	Minimum commitment in the performance of the Completion Phase Services for each package (days)
Role		PS Works	PS Works
Core Team	IC Project Director & Representative		
	Project Manager & Document Controller		
	Line Wide (Rail Systems)		
	WL, PT & BR		
	OTS2 IC		
	VC, MP & CN		
	Construction Surveillance Officer		
	Line Wide Director		
	Program & Planning		
	Stakeholder & Liaison		
	Occupational Health & Safety Specialist		
	Project & Deed Establishment Mngr		
	Project & Deed Establishment Assistance		

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Specialist	Technical Coordinator - Rail Systems	
	Technical Coordinator - Stations & Infrastructure	
	Technical Coordinator - Project Wide Services	
	Track	
	Tunnel Services	
	Permanent HV Supply System	
	OHW & Traction Supply	
	Integration, Testing & Commissioning	
	Civil Engineer	
	Fire & Life Safety & Ventilation	
	Platform Screen Doors	
	Operations & Maintenance	
	Delivery Phase (Trains)	
	Delivery Phase Signalling & Control Systems	
	Radio & Communication Systems	
	Central Control System	
	Mechanical	
	Electrical	
	Station Architecture	
	Public Domain & Urban Planning	
	Geotechnical	
	Ground Settlement & Groundwater	
	Structural Engineer	
Survey Property & Land		

	Drainage	
	Building Management System	
	Landscaping	
	Risk, Technical Interfaces & Systems Engineering	
	RAMS	
	Metro and Sydney Trains Performance	
	Environment & Sustainability	
	Operational Readiness	
	Rail Safety, Accreditation & Station Operations	

[Note: This section will be updated to reflect the Greenfield Independent Certifier's establishment proposal including proposed organisational structure, key personnel and resourcing plan.]

Note: In this Schedule 3:

- (a) full time means a minimum of 8 hours per day Monday to Friday; and
- (b) a reference to "days" excludes public holidays and includes only those days which are stated in the PS Contractor's Program as working days.

2. INDICATIVE ABILITY, KNOWLEDGE, SKILL, EXPERTISE AND EXPERIENCE OF INDEPENDENT CERTIFIER'S PERSONNEL

The following are indicative of the level of ability, knowledge, skill, expertise and experience required of the Independent Certifier's personnel for the specified roles. The Principal will have regard to the criteria set out in this paragraph 2 in determining whether to approve replacement personnel in accordance with clause 4.4 of this deed.

IC Project Director (Independent Certifier's Representative)

Appropriately qualified with 15 years' experience on major projects in senior roles with recent exposure on verification and certification projects in Australia.

Core Team Leads (Line-wide, OTS2 and Stations)

Appropriately qualified with 10 years' experience on major projects in senior roles with recent exposure on verification and certification projects in Australia.

Technical Coordinators

Appropriately qualified with 5 years' experience on major projects in senior roles with recent (within 5 years) experience on verification and certification projects in Australia or Internationally.

Specialists

Minimum of 10 years' experience on the specific discipline to assess.

[Note: This section will specify the requirements for each member of the Independent Certifier's core team (as specified in section 1 above and reflecting the organisational structure of the successful tenderer for the Independent Certifier role) as well as specialists who may be required to provide parts of the Services.]

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SCHEDULE 4**REQUIREMENTS FOR CERTIFICATION PLAN**

The Certification Plan must, as a minimum, address and detail:

- (a) the management team structures, positions, nominated personnel and subcontractors to be engaged on and off the Construction Site and the roles and tasks of the nominated personnel and subcontractors;
- (b) the minimum skill, expertise and experience levels of each position and details of personnel resource levels;
- (c) the Independent Certifier's internal and external lines of authority, communication and reporting, including those with the Other Parties;
- (d) the identification of delegated authorities of the Independent Certifier's personnel, including identification of personnel with delegated authority to execute certificates on behalf of the Independent Certifier;
- (e) the Independent Certifier's internal processes for ensuring all documents and supporting evidence have been completed and approved (where required) by persons with appropriate delegated authority and competency and are available as supporting evidence;
- (f) all compliance records to be maintained;
- (g) the proposed timing of progressive performance of discrete elements of the Services including the timing for conducting reviews of aspects of the PS Contractor's Activities;
- (h) hold points and witness point requirements, in the form of a schedule, including the identification of all witness points and hold points required by the Independent Certifier;
- (i) the Independent Certifier's comprehensive plans for (as applicable):
 - (i) monitoring, auditing, reviewing, assessment and testing of the PS Contractor's Activities;
 - (ii) without limiting sub-paragraph (i), monitoring, auditing, reviewing, assessment and testing of the quality and durability of the Project Works to determine and ensure the PS Contractor's compliance with the requirements of the Station Delivery Deed; and
 - (iii) audit and surveillance, including identification of resources, methodology, scope, levels of surveillance, inspection, testing and survey;
- (j) the Independent Certifier's strategies, processes, methodologies and procedures for:
 - (i) addressing environmental monitoring and protection;
 - (ii) audit, surveillance and monitoring of the PS Contractor's design and construction activities, including the processes used for determining the levels and scope of surveillance of activities;

- (iii) identifying and managing the Services to be subcontracted, including quality, reporting and communication aspects of the Services;
 - (iv) providing comments to the PS Contractor in respect of its carrying out of the PS Contractor's Activities, whether by participation in design workshops, design surveillance or otherwise;
 - (v) ensuring that the PS Contractor has addressed all issues of review, comment and consultation with the Principal in respect of the Design Documentation and the PS Contractor's Activities; and
 - (vi) risk management of the work covered by sub-paragraphs (i) and (ii) above;
- (k) the Independent Certifier's strategies, systems, procedures, processes, methodologies and reporting protocols to be applied whereby each of the following requirements will be achieved and satisfied:
- (i) the functions, obligations, duties and services which the Project Agreements contemplate will be discharged by the Independent Certifier as set out in Schedule 1;
 - (ii) certification of the Design Documentation (Schedule B5, Station Delivery Deed);
 - (iii) certification of Milestone Achievement of each Milestone (Schedule B9, Station Delivery Deed);
 - (iv) certification of Substantial Completion of each Portion (Schedule B10, Station Delivery Deed);
 - (v) certification of Completion of each Portion (Schedule B11, Station Delivery Deed);
 - (vi) not used; and
 - (vii) determination of any matters required by the Project Agreements;
- (l) the Independent Certifier's proposed standards including:
- (i) committed surveillance activities; and
 - (ii) committed resources;
- (m) the basis of the Certification Methodology contained in Schedule 7 in terms of the assumptions relating to the PS Contractor's Activities including:
- (i) number of design lots developed; and
 - (ii) program durations; and
 - (iii) how the Independent Certifier will address the reporting requirements set out in clause 4.10 of this deed and otherwise advise the Principal of issues that it identifies in carrying out the Services, and considers may impact on or delay the ability of the PS Contractor to design and construct the Project Works in accordance with the requirements of the Station Delivery Deed.

SCHEDULE 5
SUBCONTRACTORS

Name of subcontractor	Part of the Services
[Redacted content]	

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SCHEDULE 6

FORM OF ACCESSION DEED

This Accession Deed made at _____ on _____

BETWEEN:

- (1) **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**);
- (2) **[Note: Insert details of PS Contractor and Independent Certifier.]**
(together the **Continuing Parties**)
- (3) **[insert name of the Operator]** (ABN **[insert]**) of **[insert address]** (**Acceding Party**)

RECITALS

- (A) The Continuing Parties are each party to the Independent Certifier Deed.
- (B) Each of the Continuing Parties and the Acceding Party has agreed that the Acceding Party will accede to the Independent Certifier Deed on or about the date of execution of the OTS2 Project Deed, on the terms of this deed.
- (C) The Continuing Parties and the Acceding Party have agreed to amend the Independent Certifier Deed on the terms set out in this deed.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

Accession Deed means this deed.

Effective Date means the date of this deed.

Independent Certifier Deed means the deed titled "Sydney Metro City & Southwest Independent Certification of the Pitt Street Works: Independent Certifier Deed" which was originally entered into between the Continuing Parties on **[insert date]**.

Operator means the entity or person that enters into the OTS2 Project Deed with the Principal.

OTS2 Project Deed means the deed entitled **[insert full title of the OTS2 Project Deed]** entered into between the Principal and the Operator on or about the date of this deed.

Station Delivery Deed means the deed titled "Pitt Street Integrated Station Development – Stations Delivery Deed" between the Principal and the PS Contractor dated **[insert date]**.

1.2 Definitions in Station Delivery Deed

Except as otherwise defined in clause 1.1, terms used in this deed that are defined in the Station Delivery Deed will have the same meaning in this deed as are provided for in the Station Delivery Deed.

1.3 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation,
- and the following rules apply in interpreting this deed unless the context makes clear that a rule is not intended to apply:
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
 - (c) person includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (d) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
 - (e) a reference to a document (including this deed and any other deed, agreement, instrument, guideline or code of practice) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
 - (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:
 - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
 - (ii) any consolidations, amendments, re-enactments and replacements;
 - (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
 - (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
 - (i) if a 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;
 - (j) **includes** in any form is not a word of limitation;
 - (k) a reference to **\$** or **dollar** is to Australian currency;
 - (l) where under this deed:
 - (i) a notice, certificate or direction is required to be given; or
 - (ii) a default must be remedied,

within a stated number of days, only Business Days will be counted in computing the number of days;

- (m) for all purposes other than as set out in clause 1.3(l), **day** means calendar day;
- (n) a reference to a **month** is a reference to a calendar month;
- (o) a reference to a court or tribunal is to an Australian court or tribunal;
- (p) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (q) 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 No bias against drafter

In the interpretation of this deed, no rule of construction applies to the disadvantage of one party on the basis that the party or its representative put forward or drafted this deed or any provision in it.

2. CONSIDERATION

In consideration of the Acceding Party executing this deed, each Continuing Party agrees to pay the Acceding Party [REDACTED] upon the Acceding Party's request.

3. COVENANT

3.1 Covenant by Acceding Party

The Acceding Party confirms that it has been supplied with a copy of the Independent Certifier Deed as originally executed by the Continuing Parties and covenants with each of the Continuing Parties, with effect from the Effective Date, to be bound by the provisions of, and to perform all of the Operator's obligations under, the Independent Certifier Deed (as amended by Schedule 1 to this deed) in so far as they may remain to be observed and performed as at the date of this Accession Deed.

3.2 Covenant by Continuing Parties

Each Continuing Party covenants with the Acceding Party, with effect from the Effective Date, to be bound by the provisions of, and to perform all its obligations under the Independent Certifier Deed (as amended by Schedule 1 to this deed) in so far as they may remain to be observed and performed as at the date of this Accession Deed.

3.3 Amendment to Independent Certifier Deed

Each Continuing Party and the Acceding Party agree that the Independent Certifier Deed is amended as set out in Schedule 1 to this deed.

4. REPRESENTATIONS AND WARRANTIES

The Acceding Party represents and warrants to each of the Continuing Parties that the obligations in this deed are valid and binding obligations of the Acceding Party.

5. GENERAL

5.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Name: [insert]

Address: [insert]

Email: [insert]

For the attention of: [Insert name of the Principal's Representative]

Name: [insert]

Address: [insert]

Email: [insert]

For the attention of: [Note: Insert name of PS Contractor's Representative]

Name: [insert]

Address: [insert]

Email: [insert]

For the attention of: [Note: Insert name of Independent Certifier's Representative]

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by email to the email address, of the addressee, in accordance with clause 5.1(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of delivery by hand) on delivery; and
 - (iv) (in the case of email):
 - (A) if it is transmitted by 5.00 pm (Sydney time) on a Business Day – on that Business Day; or

- (B) if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day, on the next Business Day.

5.2 **Governing Law**

This deed is governed by and must be construed according to the Law applying in New South Wales.

5.3 **Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any action or proceedings which may be brought at any time relating in any way to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that any action or proceedings have been brought in an inconvenient forum, if that venue falls within clause 5.3(a).

5.4 **The Principal as a public authority**

- (a) This deed will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of its functions and powers pursuant to any Law.
- (b) Each of the Independent Certifier, the PS Contractor and the Operator acknowledges and agrees that, without limiting clause 5.4(a), anything which the Principal does, fails to do or purports to do pursuant to its functions and powers under any Law will be deemed not to be an act or omission by the Principal under this deed and will not entitle any of the Independent Certifier, the PS Contractor or the Operator to make any claim against the Principal.
- (c) The parties agree that clauses 5.4(a) and 5.4(b) are taken not to limit any liability which the Principal would have had to the Independent Certifier, the PS Contractor or the Operator under this deed as a result of a breach by the Principal of a term of this deed but for clauses 5.4(a) and 5.4(b) of this deed.

5.5 **Amendments**

This deed may only be varied by a deed executed by or on behalf of each of the parties.

5.6 **Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under this deed by a party does not preclude, or operate as a waiver of, the 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) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

5.7 Cost of performing obligations

Each party must, unless this deed expressly provides otherwise, pay its own costs and expenses in connection with performing its obligations under this deed.

5.8 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by Law or reasonably requested by another party to give effect to this deed.

5.9 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

5.10 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party unless this deed expressly provides otherwise.

5.11 Replacement body

Where a reference is made to any Authority, institute, association, body, person or organisation (**Former Body**) which is reconstituted, renamed, replaced, ceases to exist or has its powers or functions transferred to another Authority, institute, association, body, person or organisation, that reference will be deemed to refer to the Authority, institute, association, body, person or organisation (**Replacement Body**) which then serves substantially the same powers, functions or objects as the Former Body. Any reference to any senior officer of the Former Body will be to the equivalent senior officer of the Replacement Body.

5.12 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

5.13 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

5.14 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating and preparing this deed.

5.15 Stamp duties

The Principal:

- (a) must pay all stamp duties and any related fines and penalties in respect of this deed, the performance of this deed and each transaction effected by or made under this deed;
- (b) indemnifies each other party against any liability arising from failure to comply with clause 5.15(a); and
- (c) is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this clause 5.15.

5.16 Entire agreement

To the extent permitted by Law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties, and constitute the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

5.17 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.

5.18 No agency, partnership, joint venture or other fiduciary relationship

Nothing in this deed will be construed or interpreted as:

- (a) conferring a right in favour of any party to enter into any commitment on behalf of another party or otherwise to act as agent of another party; or
- (b) constituting the relationship between any two or more of the parties (or all of the parties) as that of partners, joint venturers or any other fiduciary relationship.

5.19 Severance

If at any time any provision of this deed is or becomes void, illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then 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.

5.20 **Moratorium legislation**

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this deed or otherwise, are expressly waived.

DRAFT

SCHEDULE 1

The Independent Certifier Deed is deemed to be amended by:

- 1. immediately after the definition of "NSW Trains" in clause 1.1, insert the following definition:

"Operator" means **[insert full name of the Operator]** (ABN **[insert]**) of **[insert]**.

- 2. inserting the following details at the end of clause 12.1(c)(i)(B):

Name: **[insert name of the Operator]**

Address: **[insert]**

Email: **[insert]**

For the attention of: **[insert]**

Executed as a deed.

Executed by Sydney Metro (ABN 12 354 063 515) by its authorised delegate in the presence of:

Signature of authorised delegate

Signature of witness

Name of authorised delegate

Name of witness in full

Executed by **[Note: insert name of Independent Certifier.]** in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Executed by **[Note: Insert name and ABN of PS Contractor entity.]** in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

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

Signature of Director

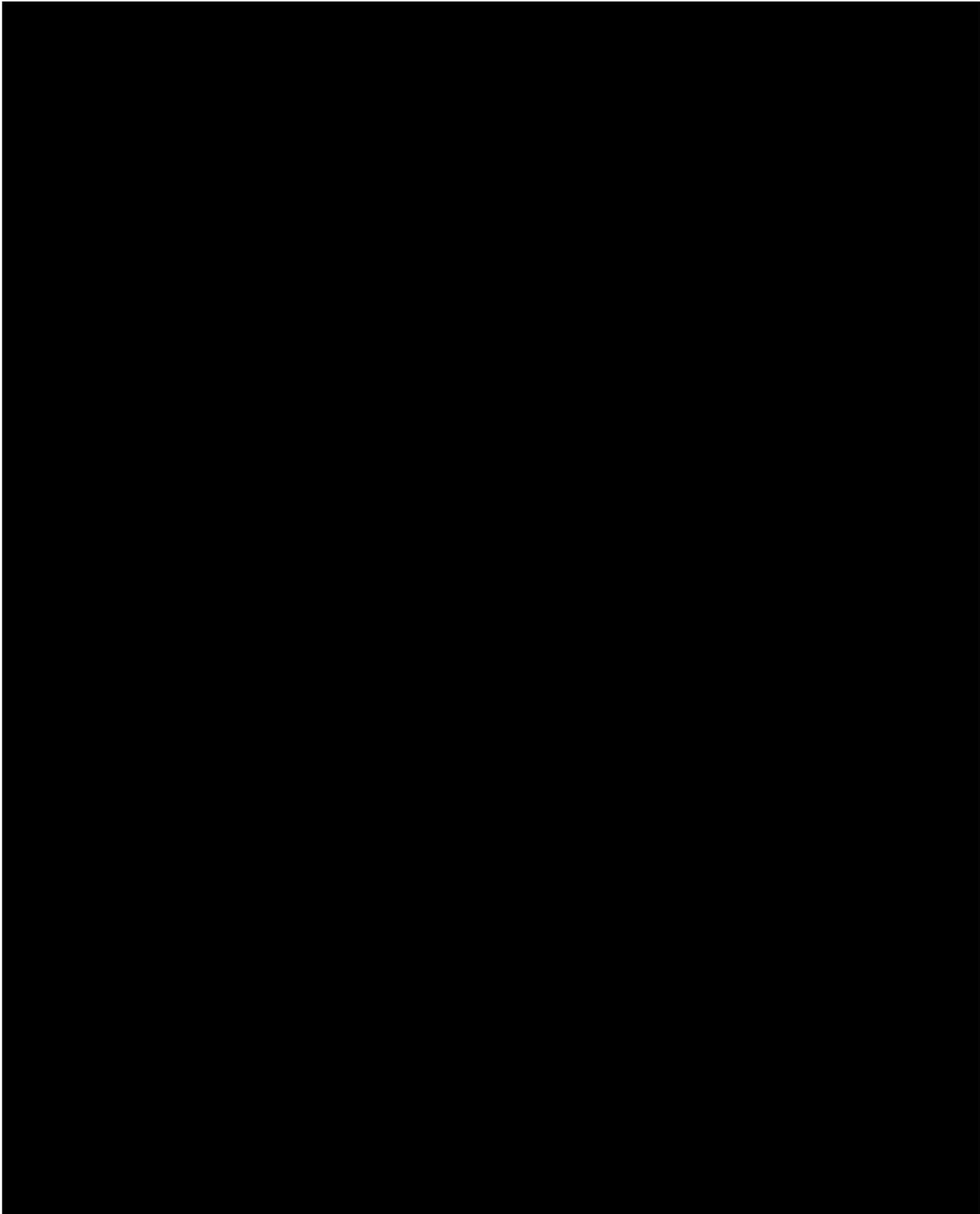
Signature of Secretary/other Director

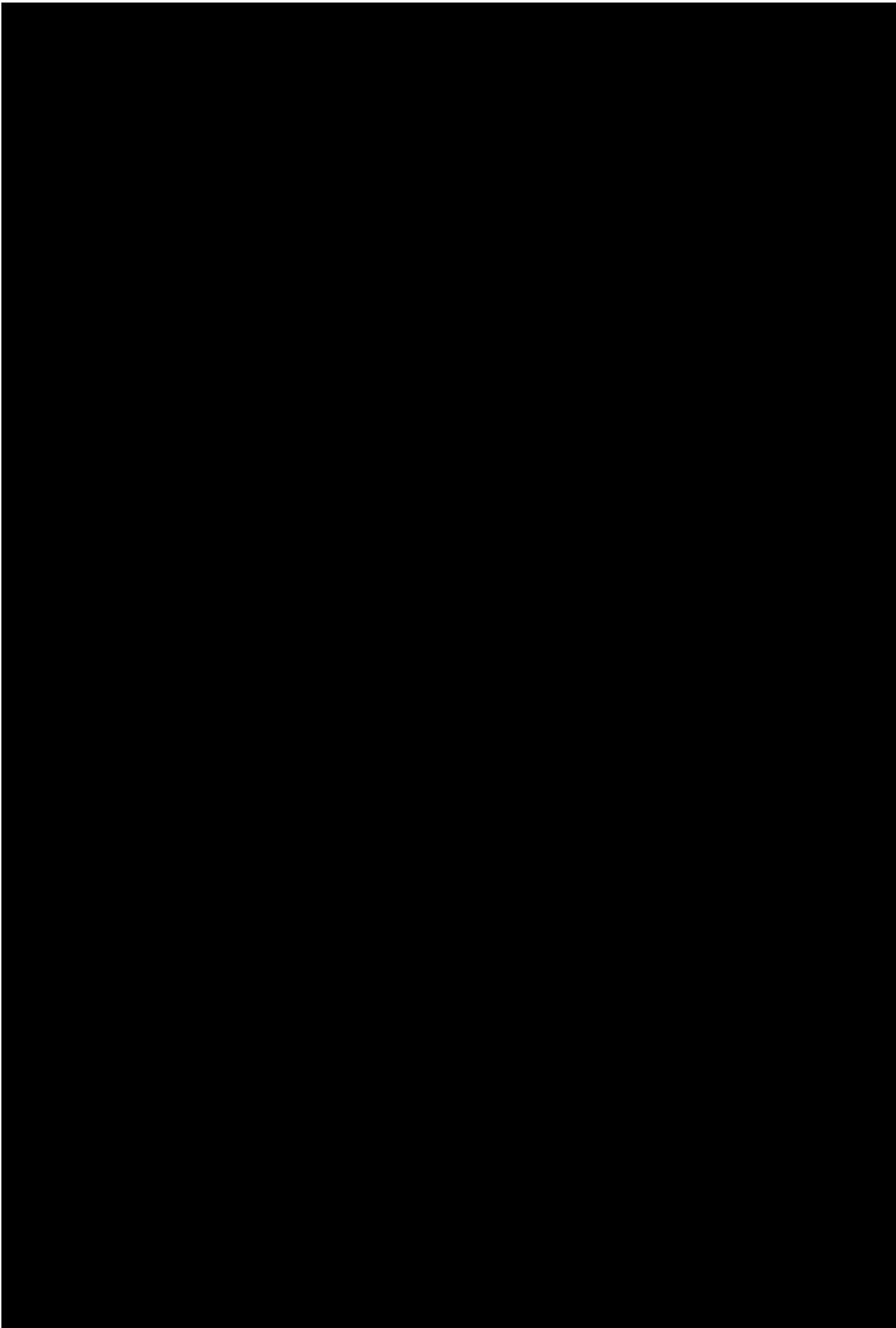
Name of Director in full

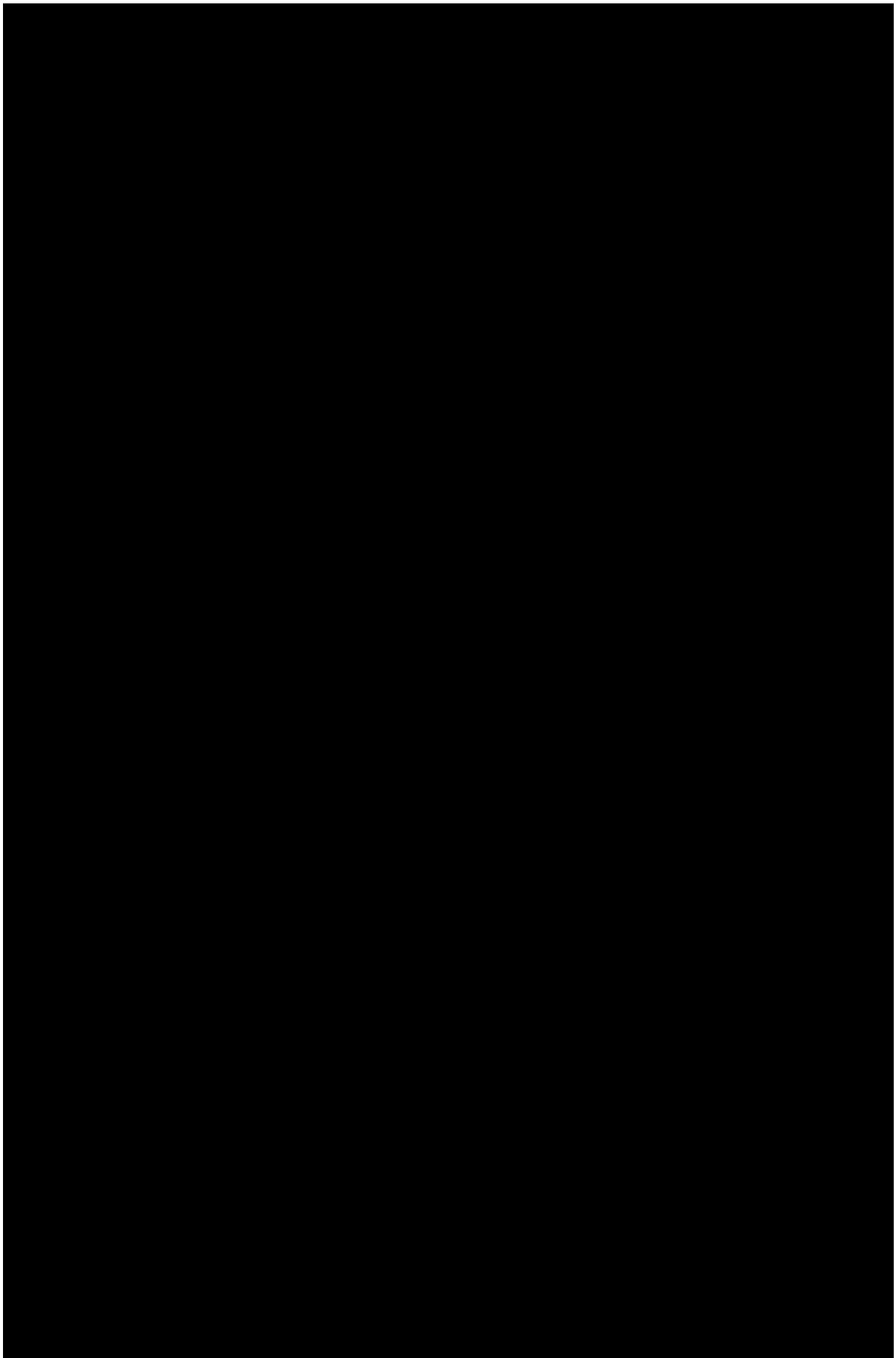
Name of Secretary/other Director in full

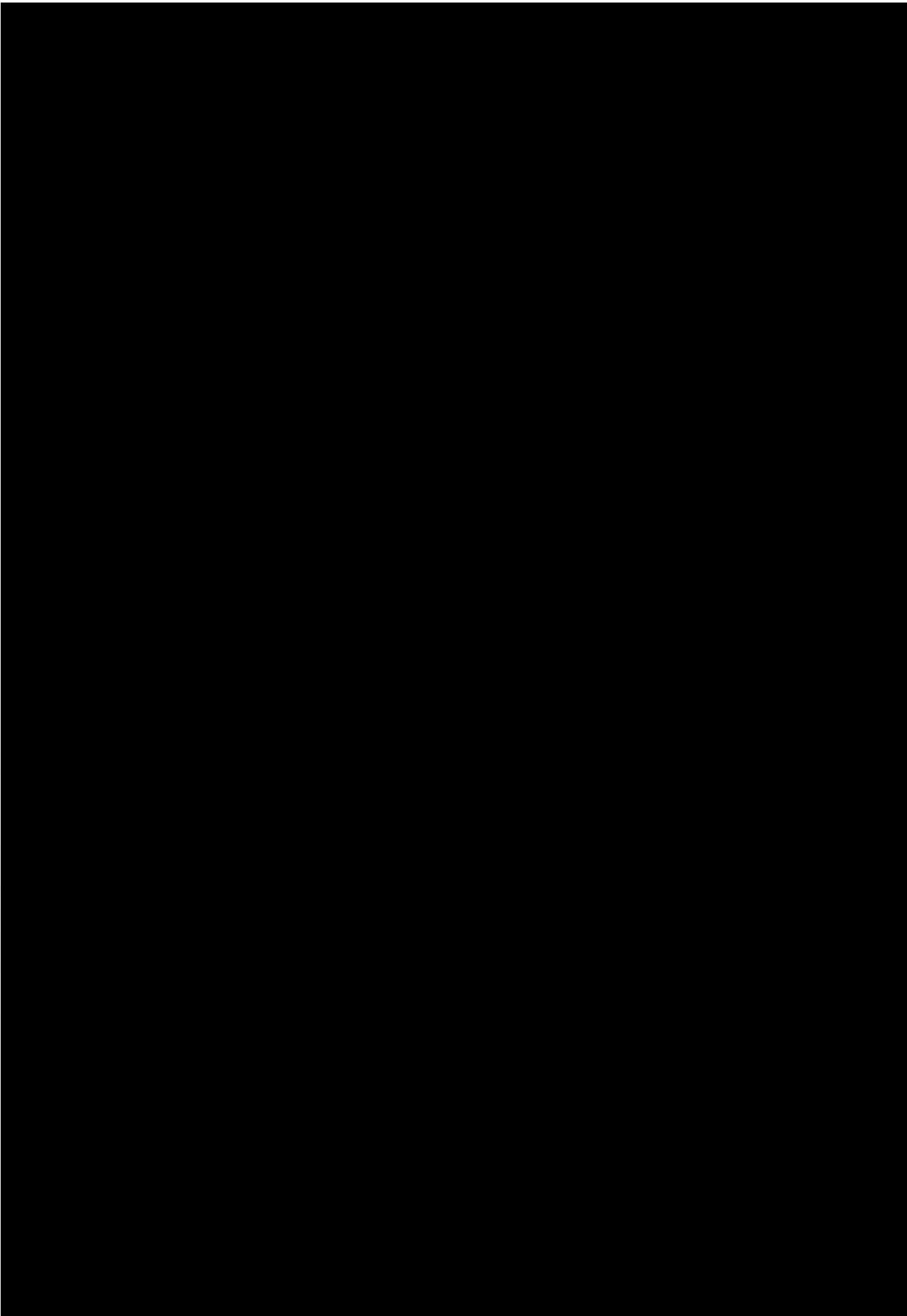
SCHEDULE 7

CERTIFICATION METHODOLOGY



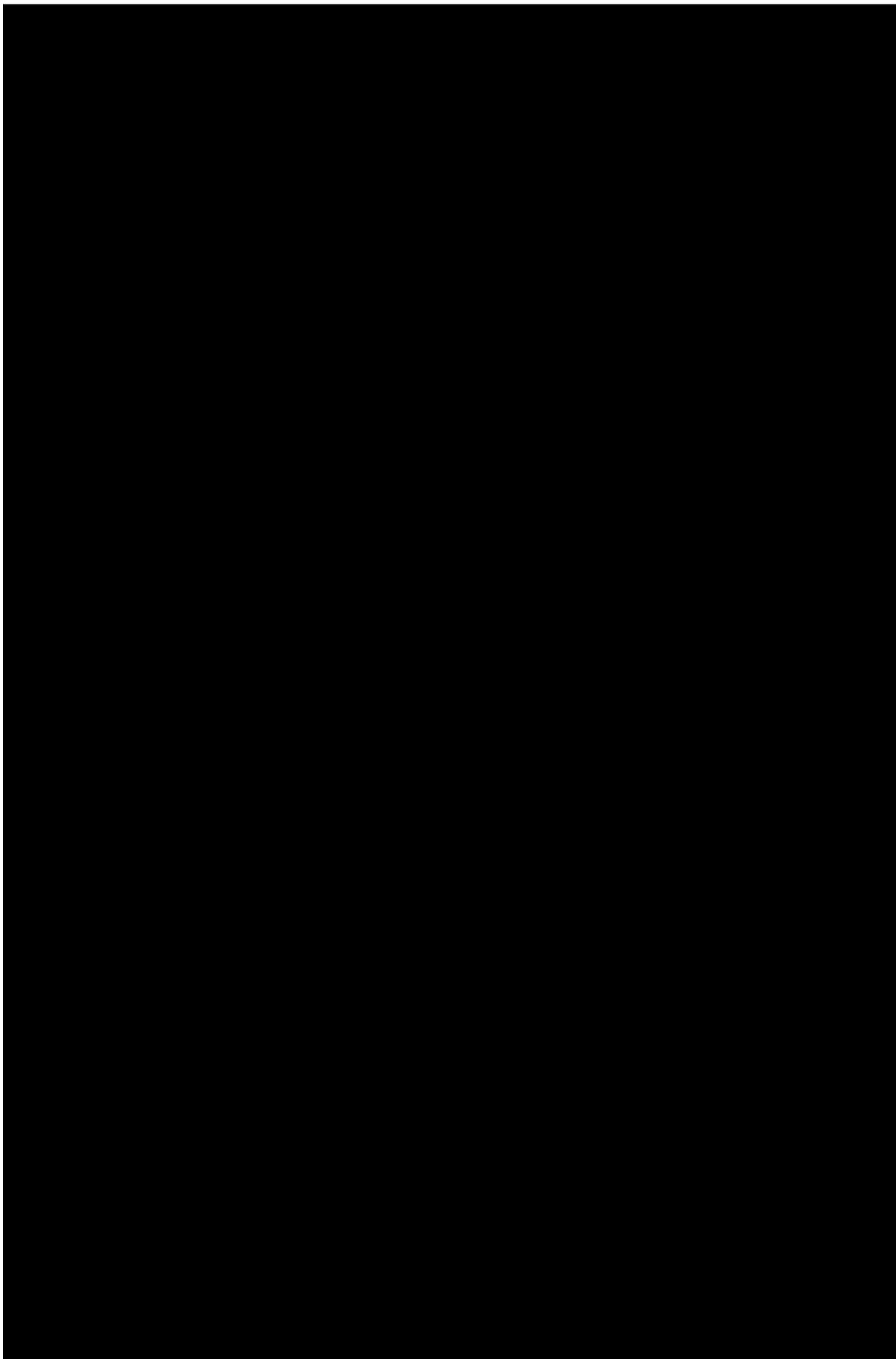






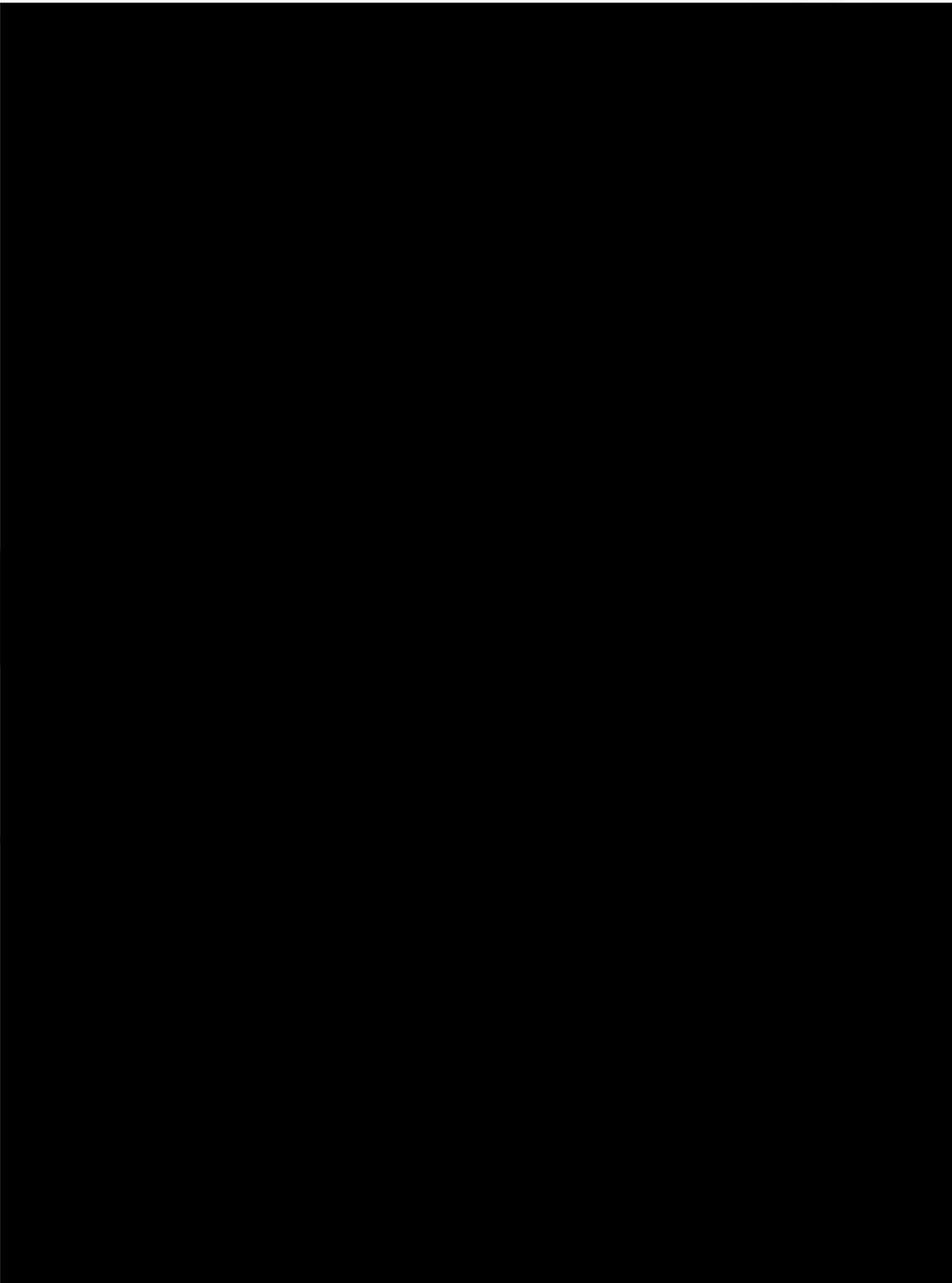
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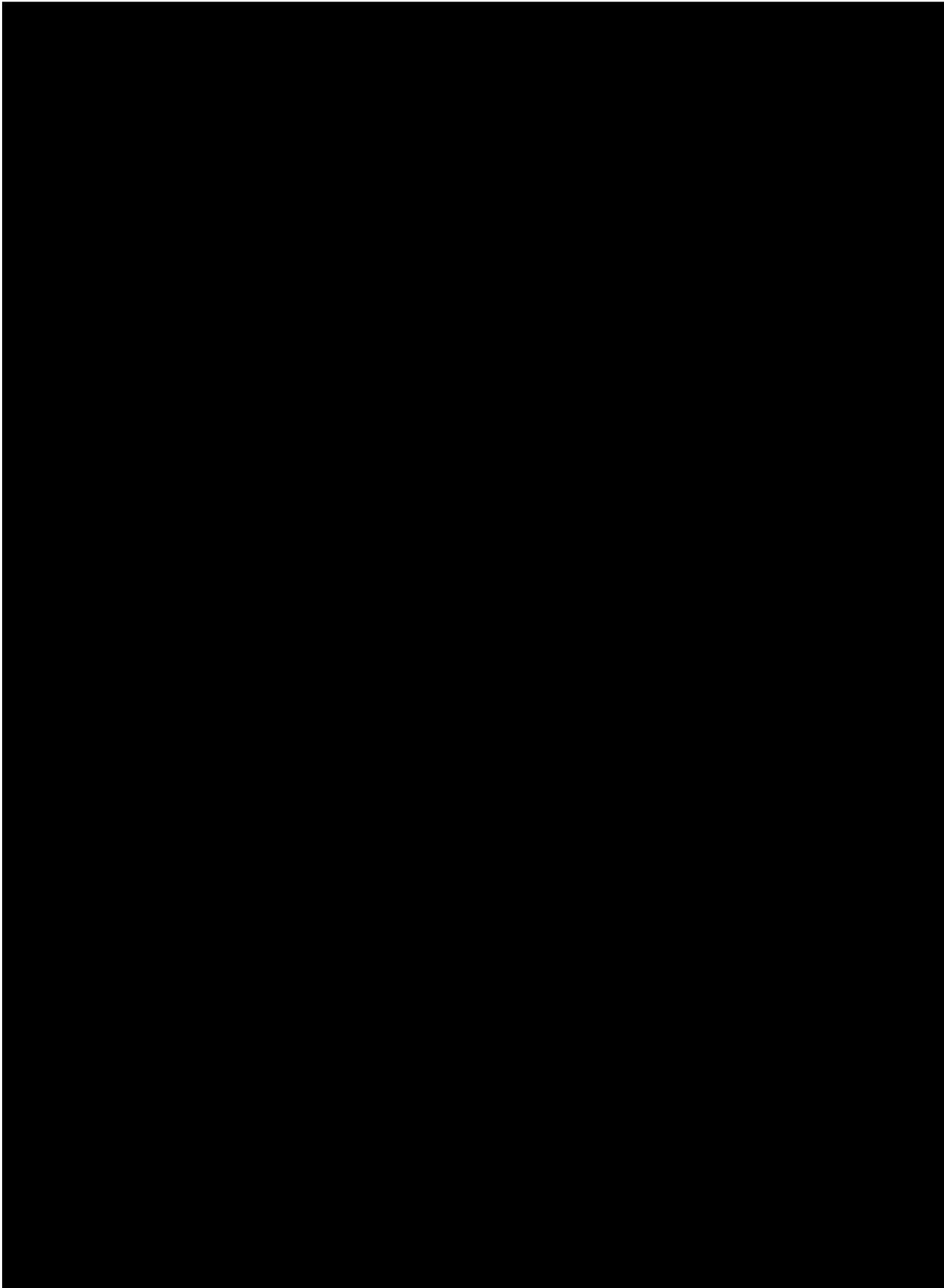
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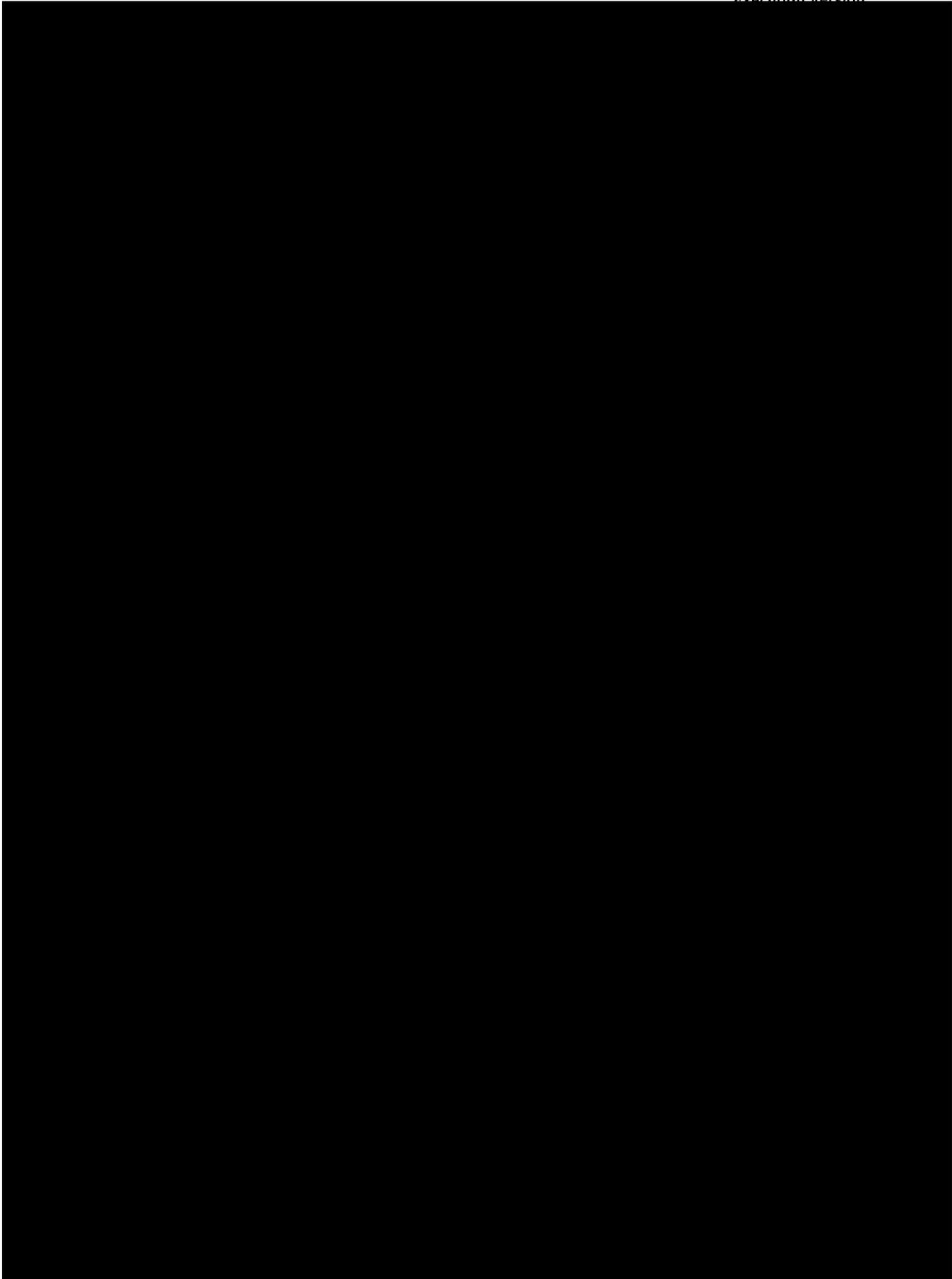


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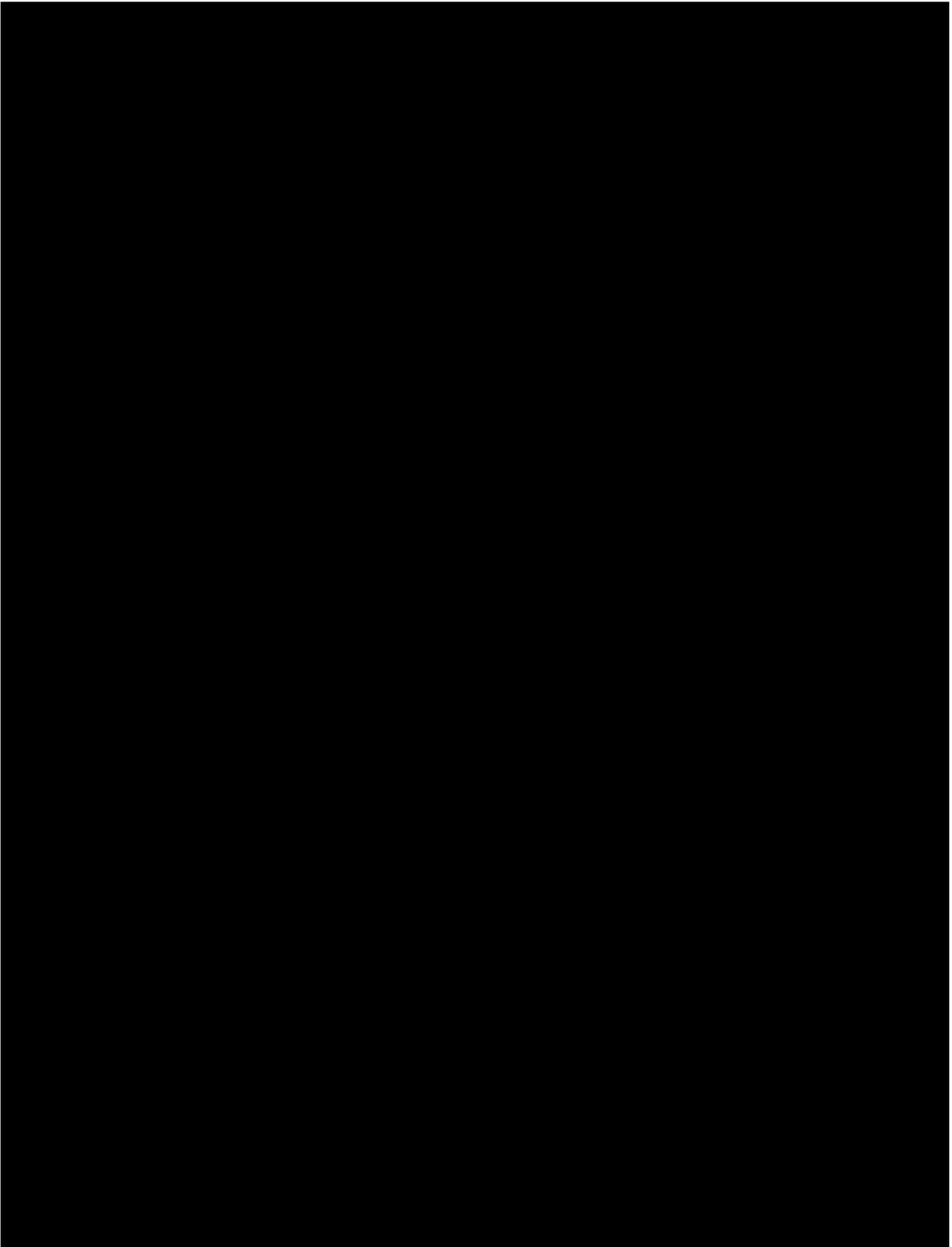


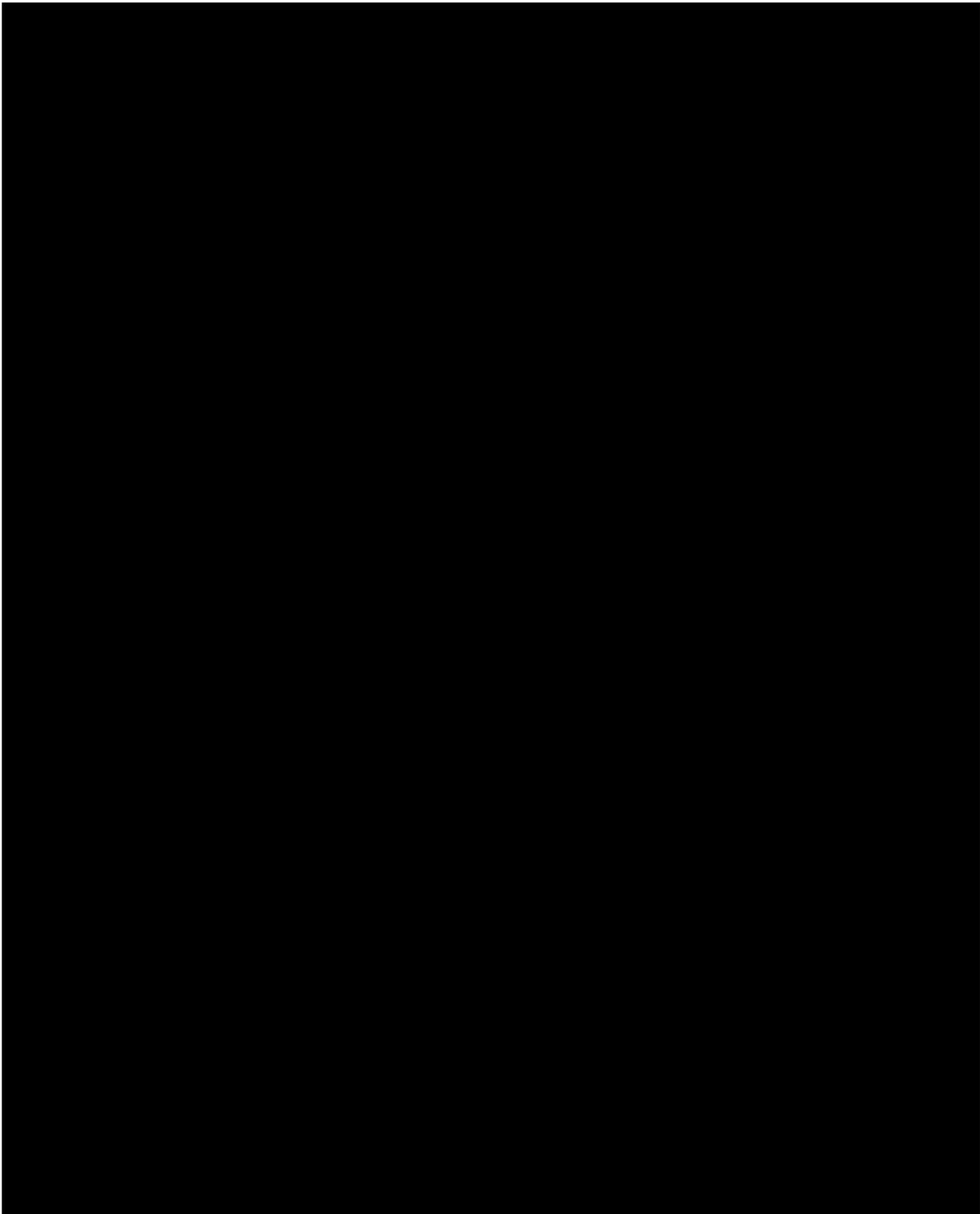






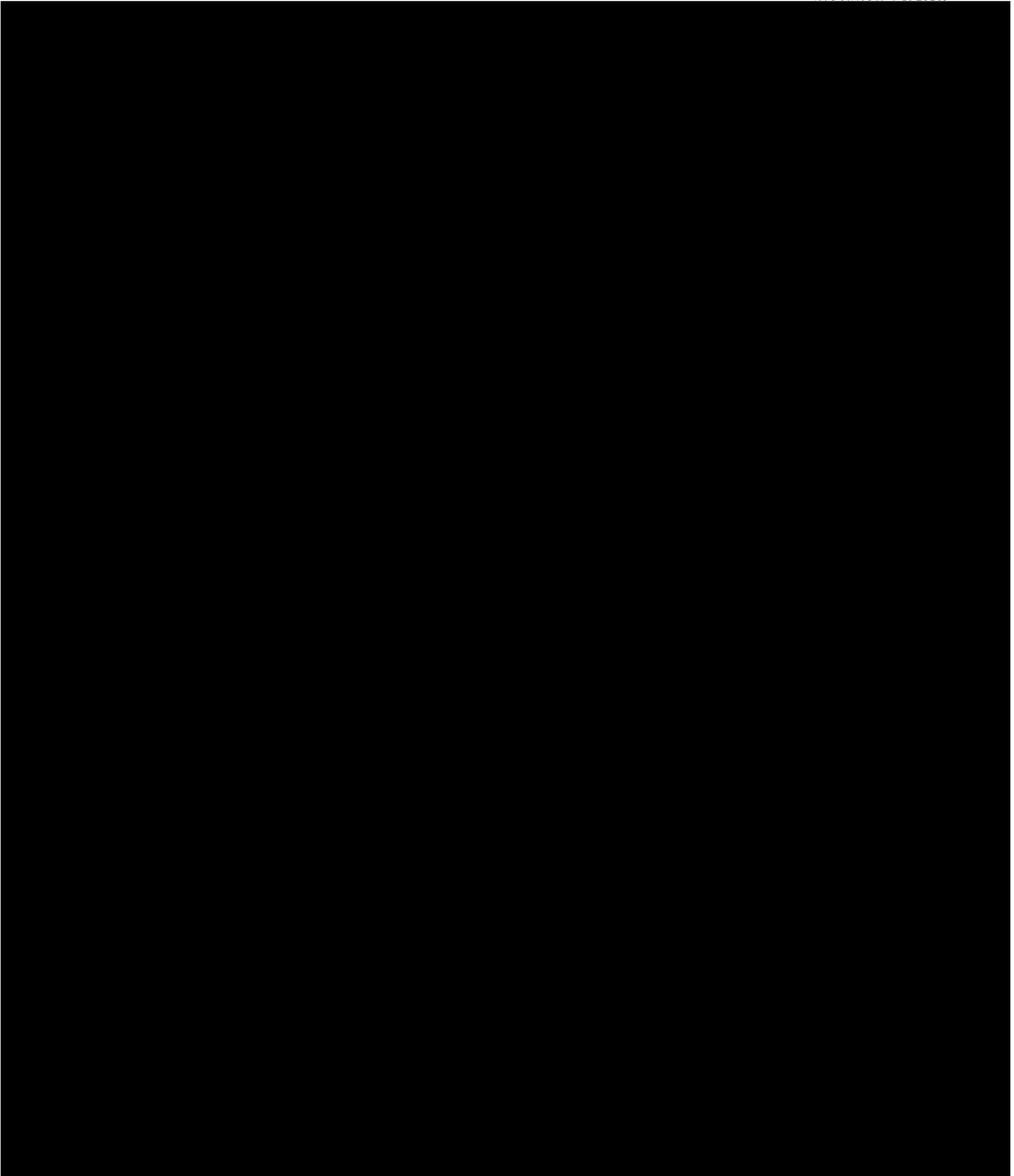
DRAFT







DRAFT



EXECUTED as a deed.

Executed by Sydney Metro (ABN 12 354 063 515) by its authorised delegate in the presence of:

Signature of authorised delegate

Signature of witness

Name of authorised delegate

Name of witness in full

Executed by [Note: Insert name and ABN of PS Contractor.] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of other Director/Secretary

Name of Director in full

Name of Secretary/other Director in full

Executed by Advisian Pty Ltd (ABN 50 098 008 818) in accordance with section 127 of the *Corporations Act 2011* (Cth)

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

EXHIBIT 1

Indicative list of PS Contractor submissions

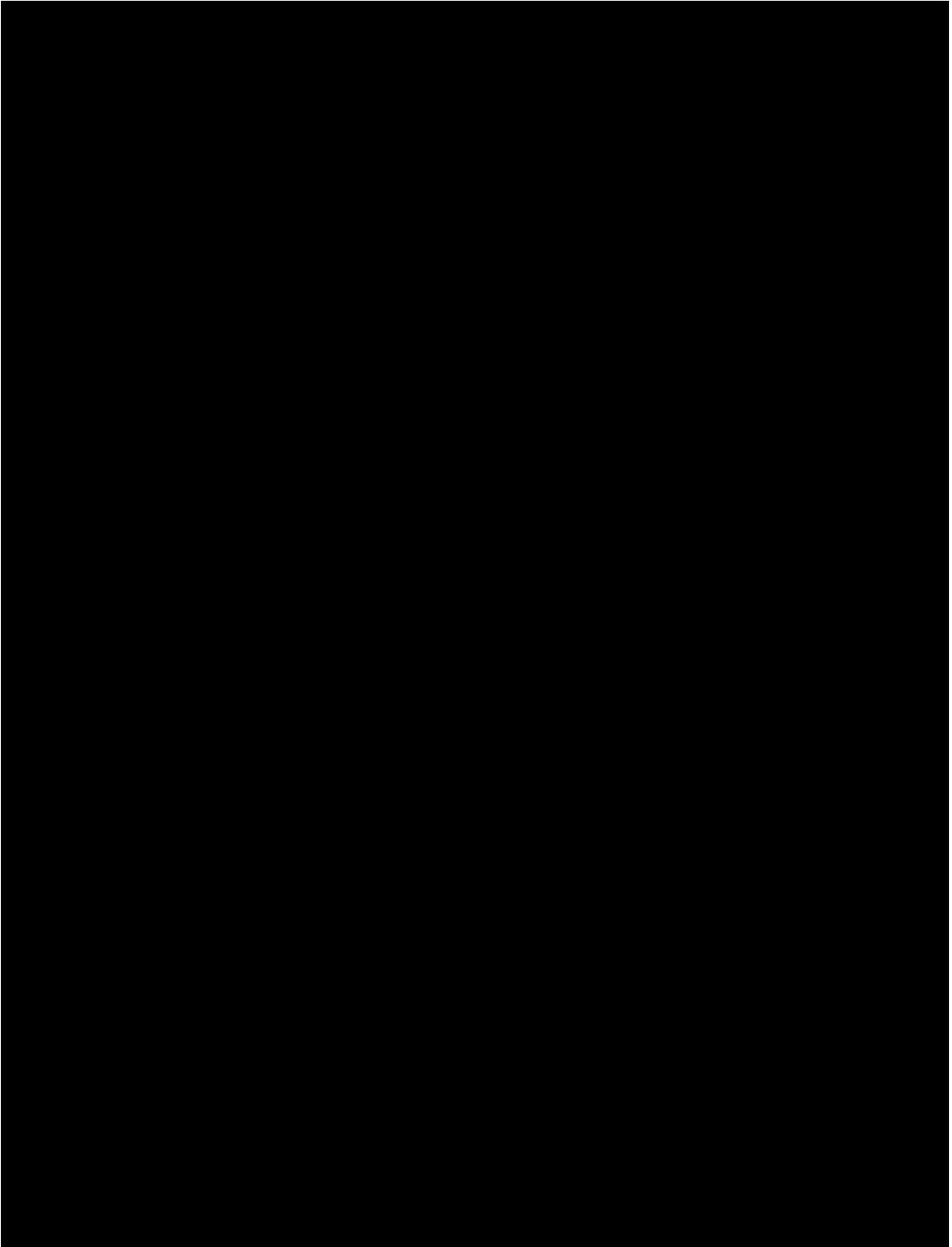
[Note: An indicative list of the key design packs (in relation to which the Independent Certifier will be required to attend a pre-submission meeting and a post-submission workshop) will be incorporated in this Exhibit 1.]

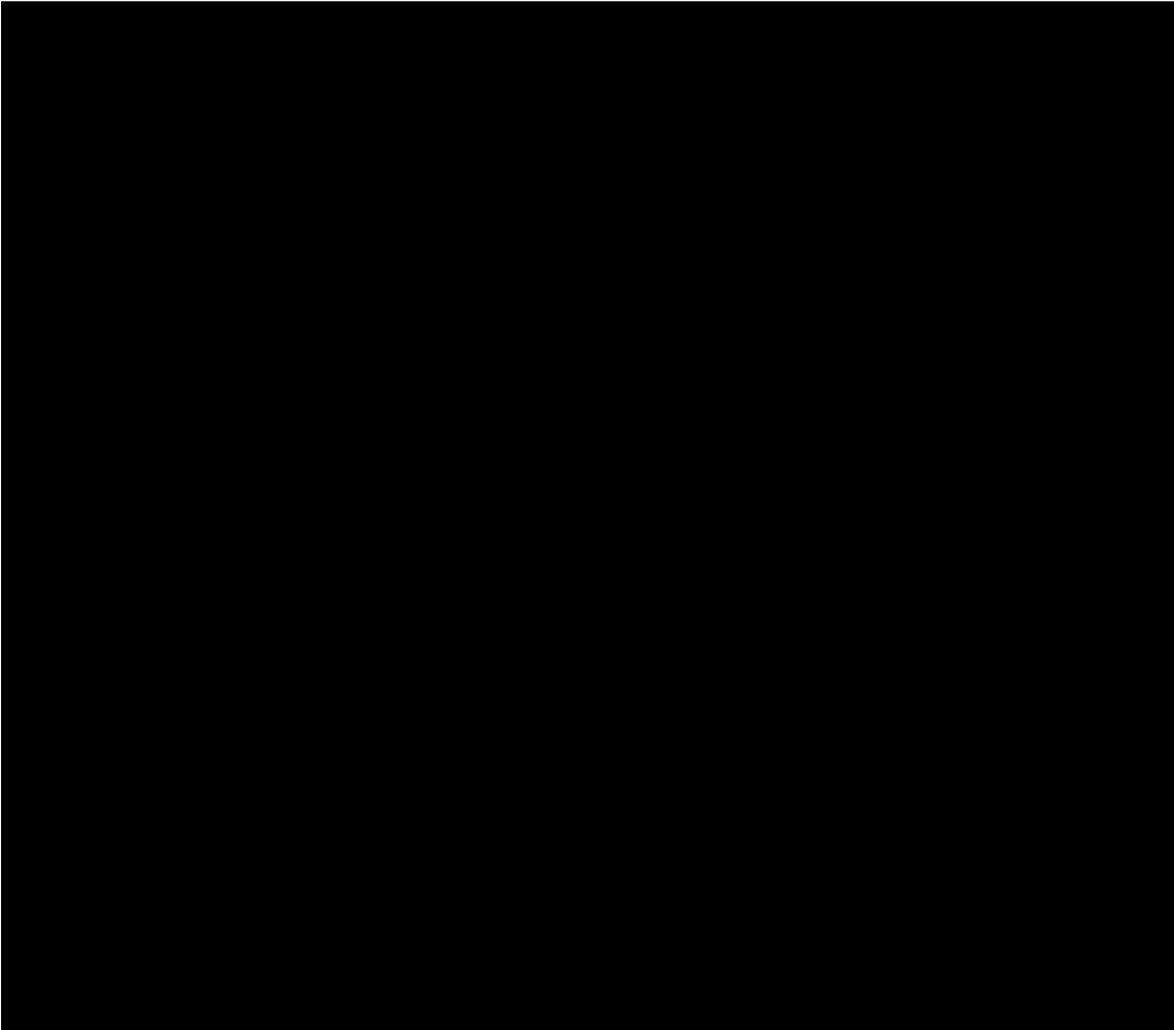
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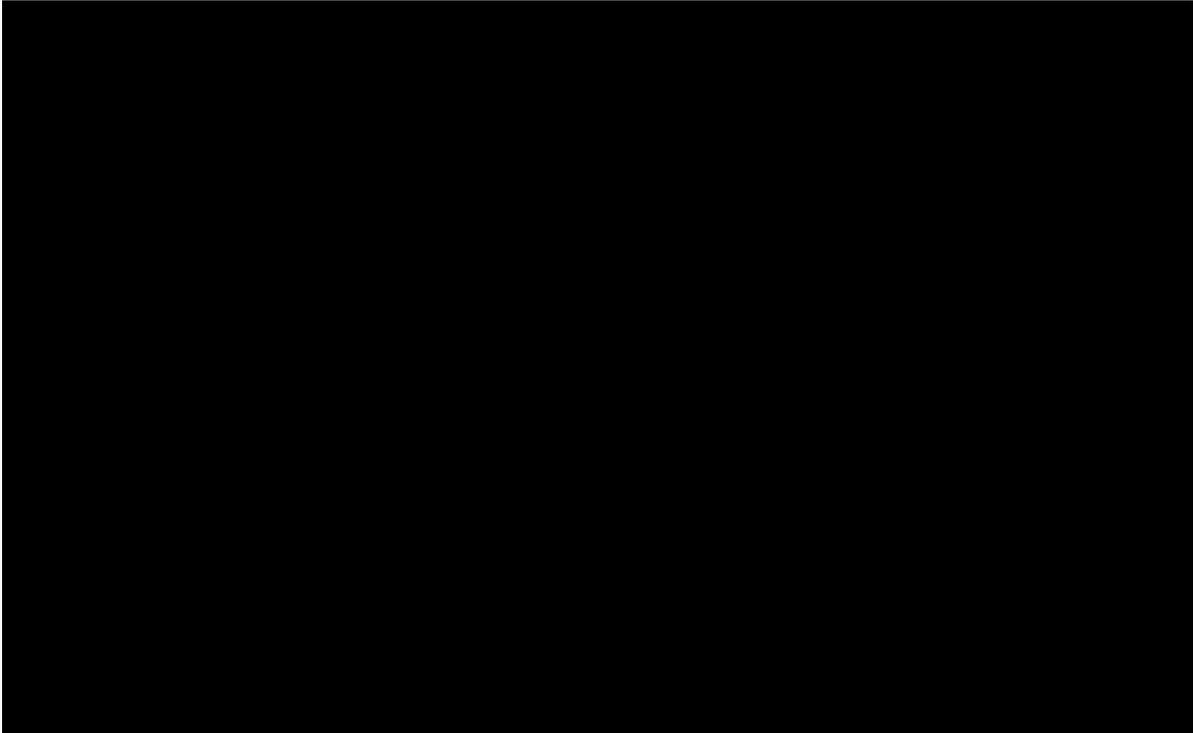
SCHEDULE A15. – NOT USED

SCHEDULE A16. – FORM OF COLLATERAL WARRANTY DEED POLL

(Schedule A2 and clause 12.7)

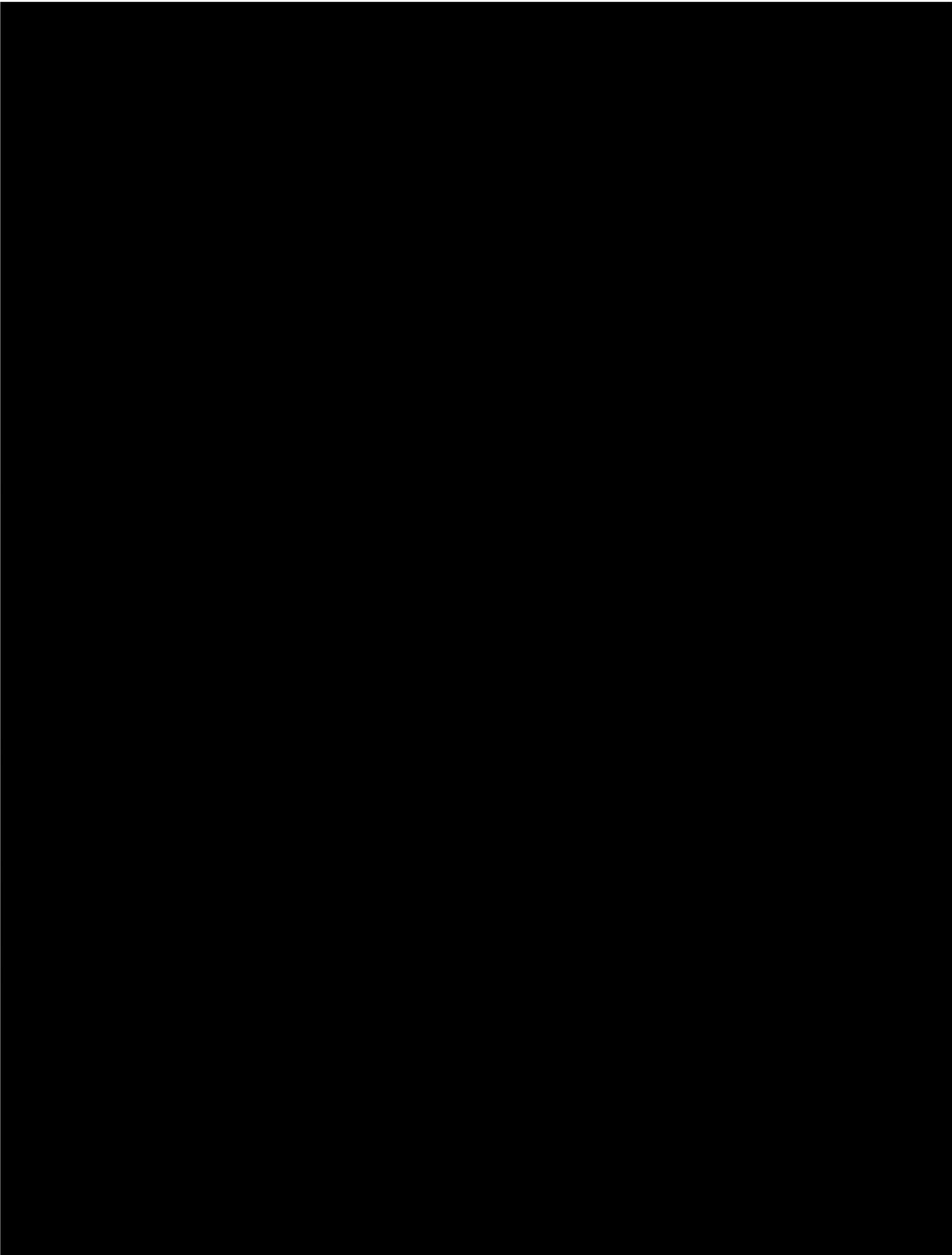


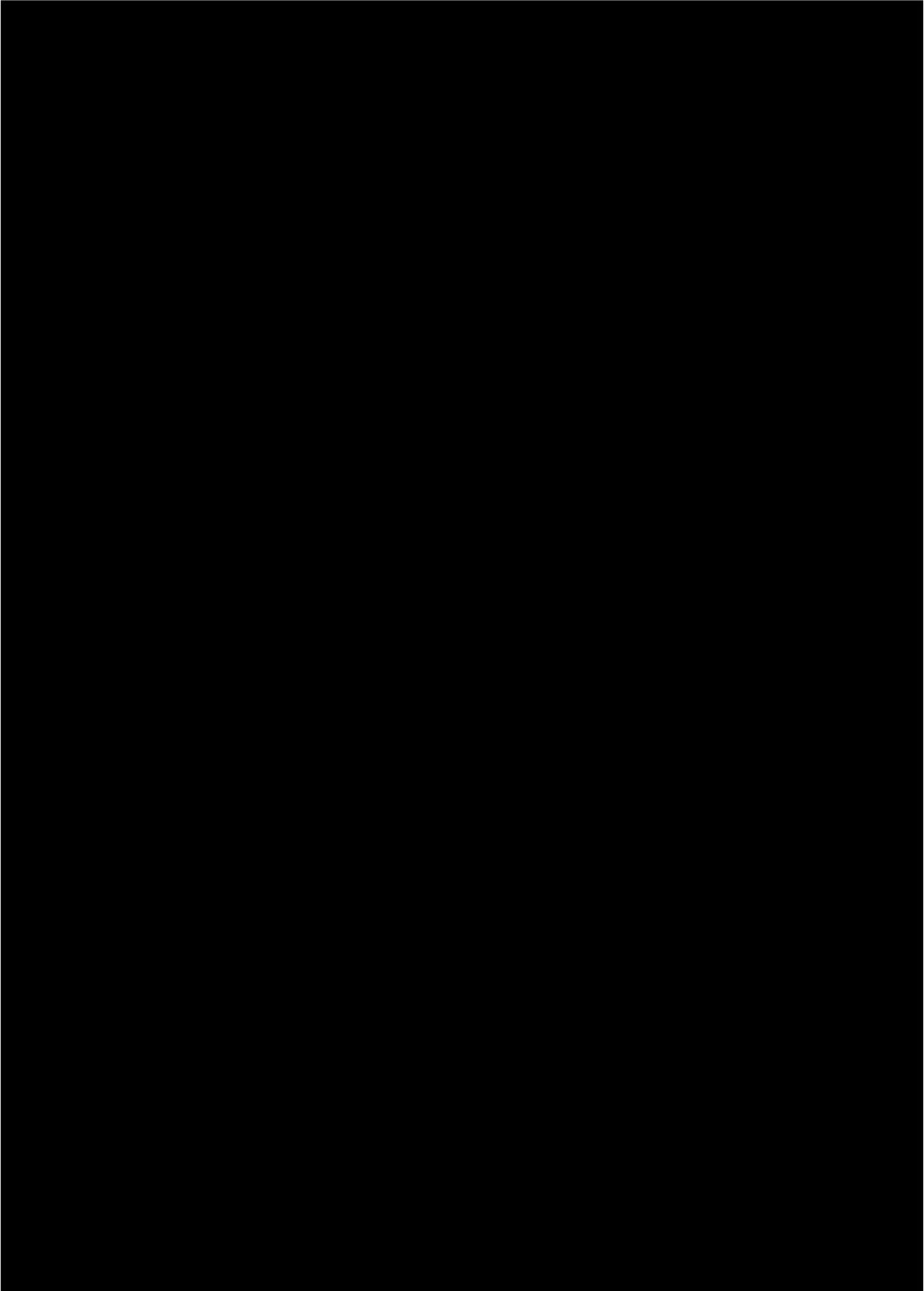


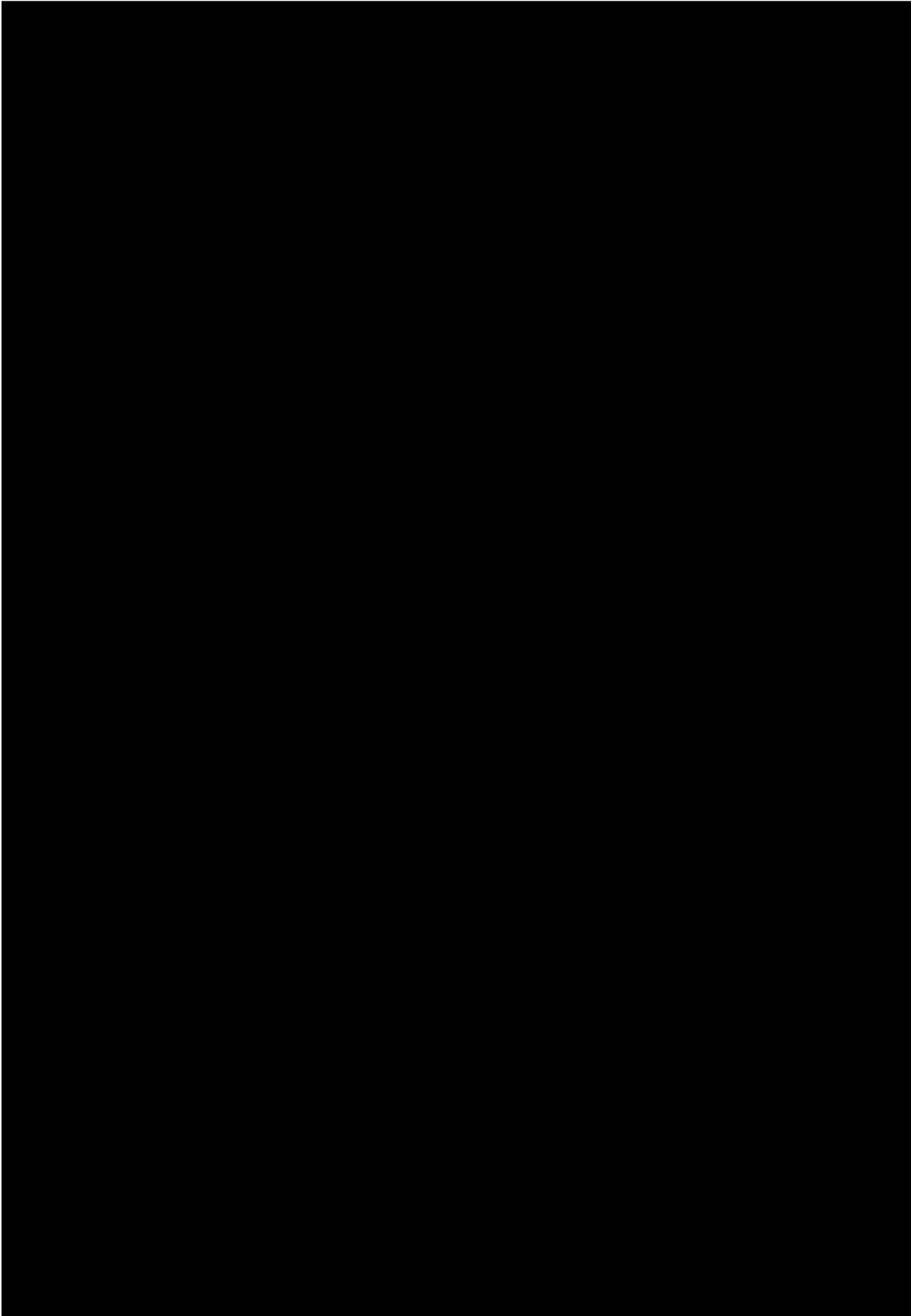


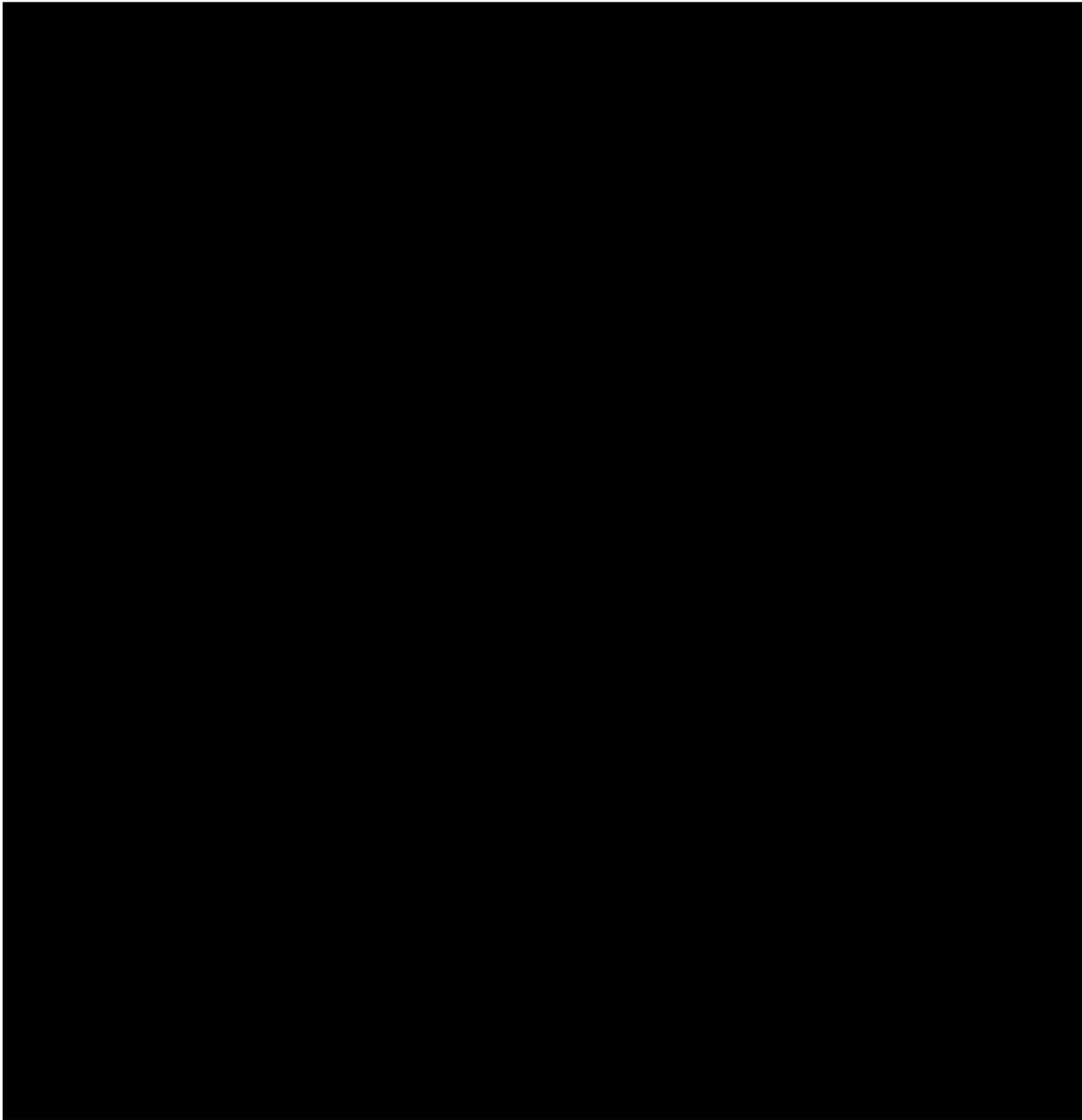
SCHEDULE A17. – MASTER INTERFACE PROTOCOLS DEED POLL

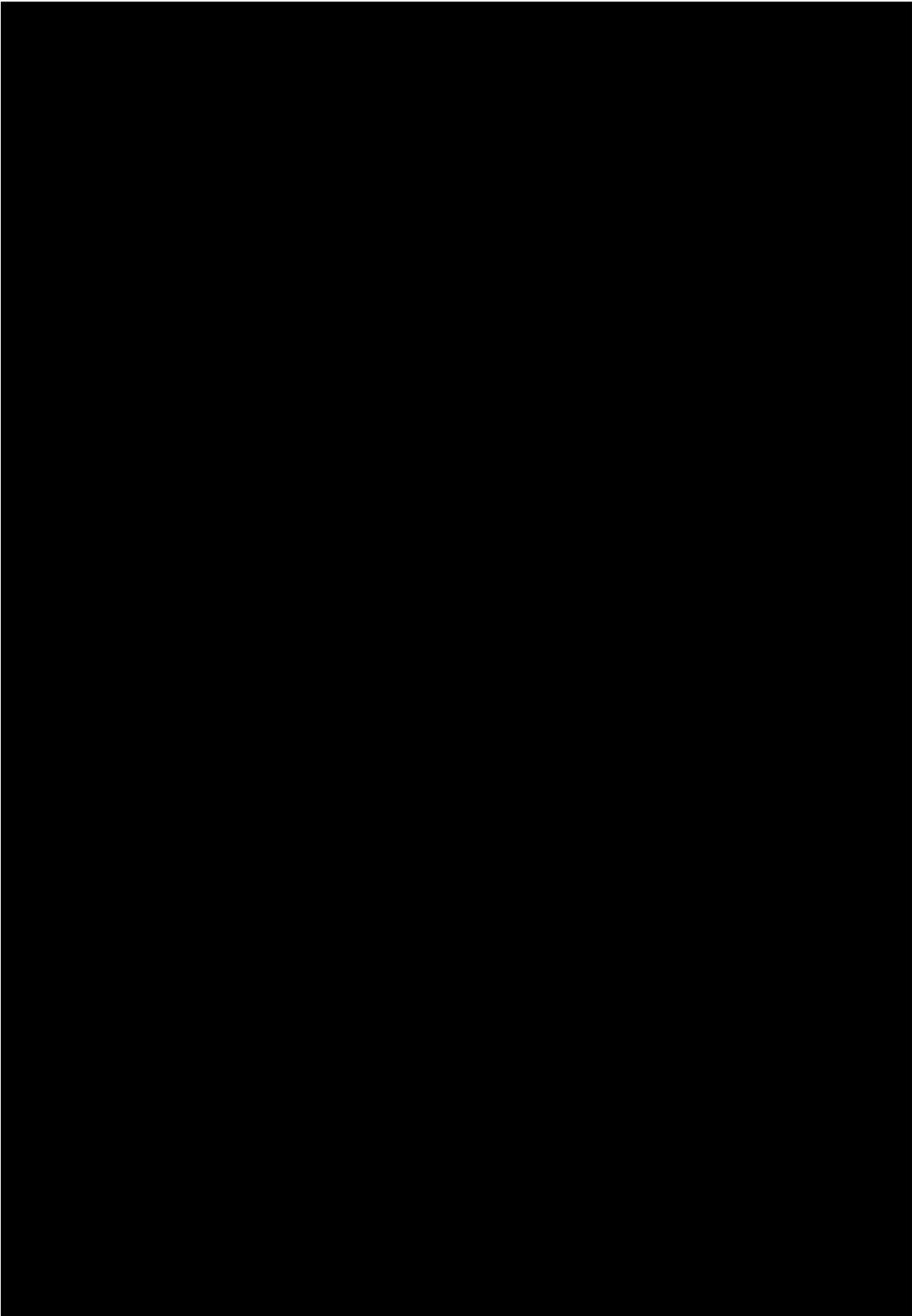
(Schedule A2 and clause 12.1)

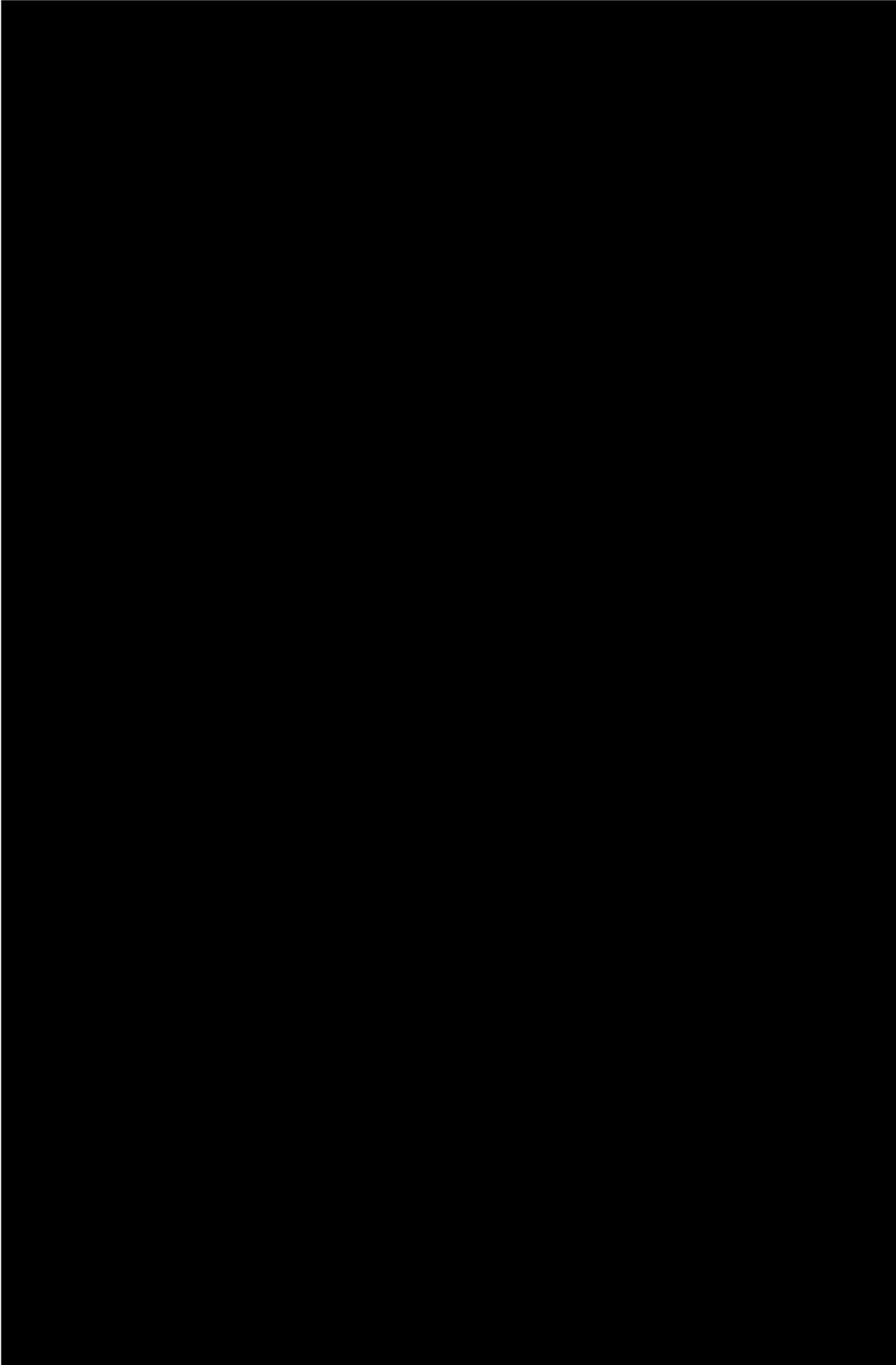


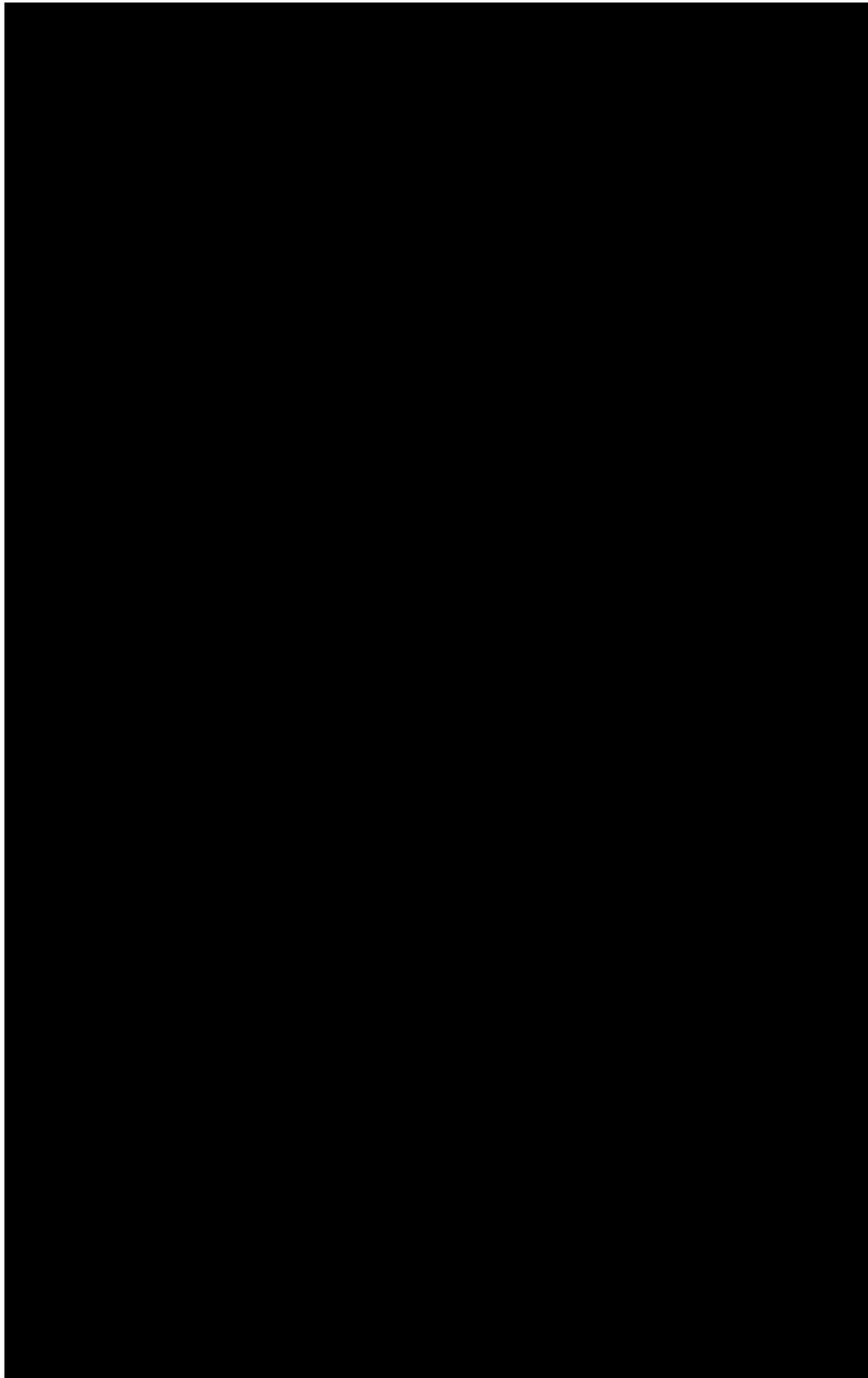


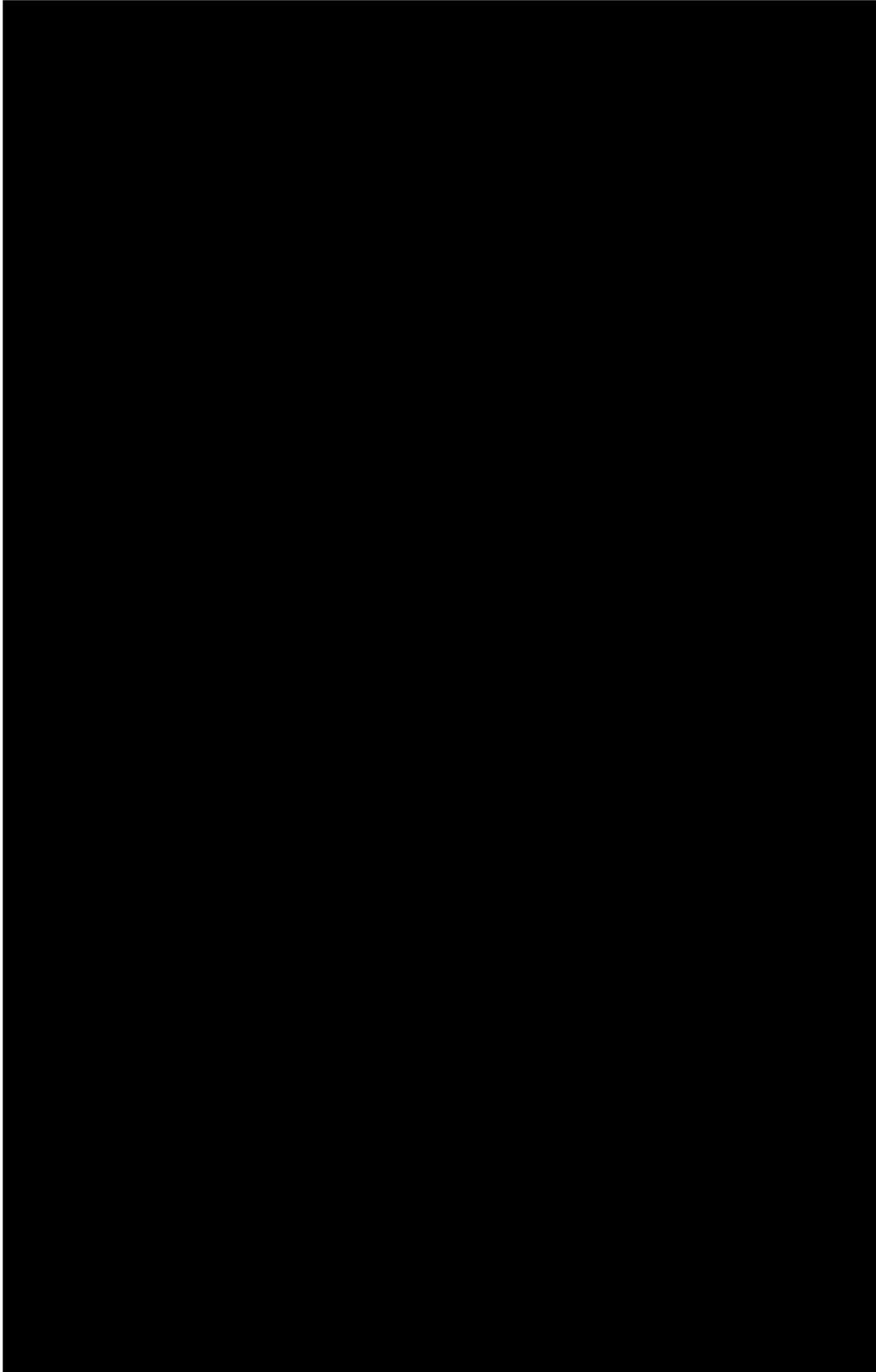


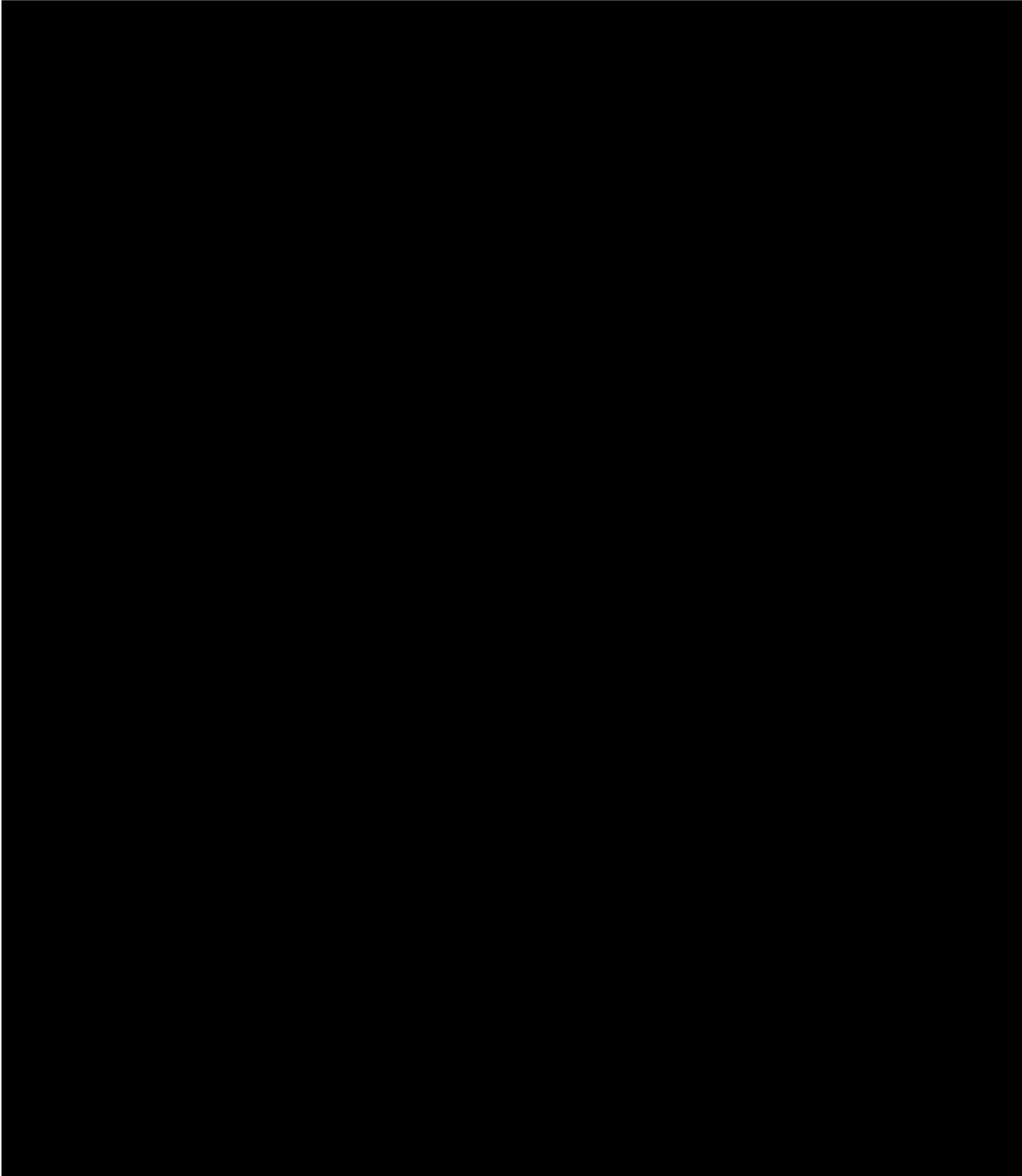


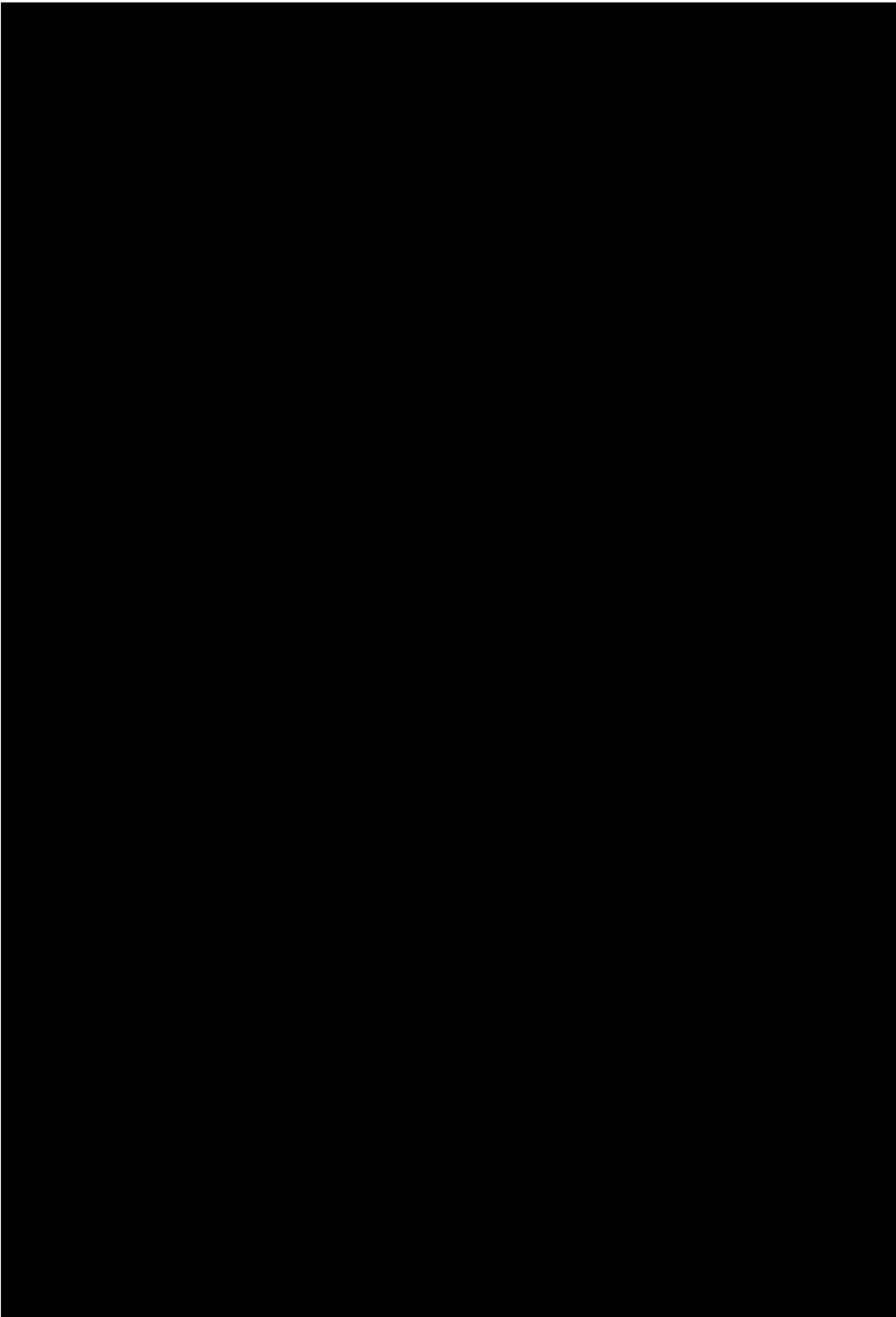


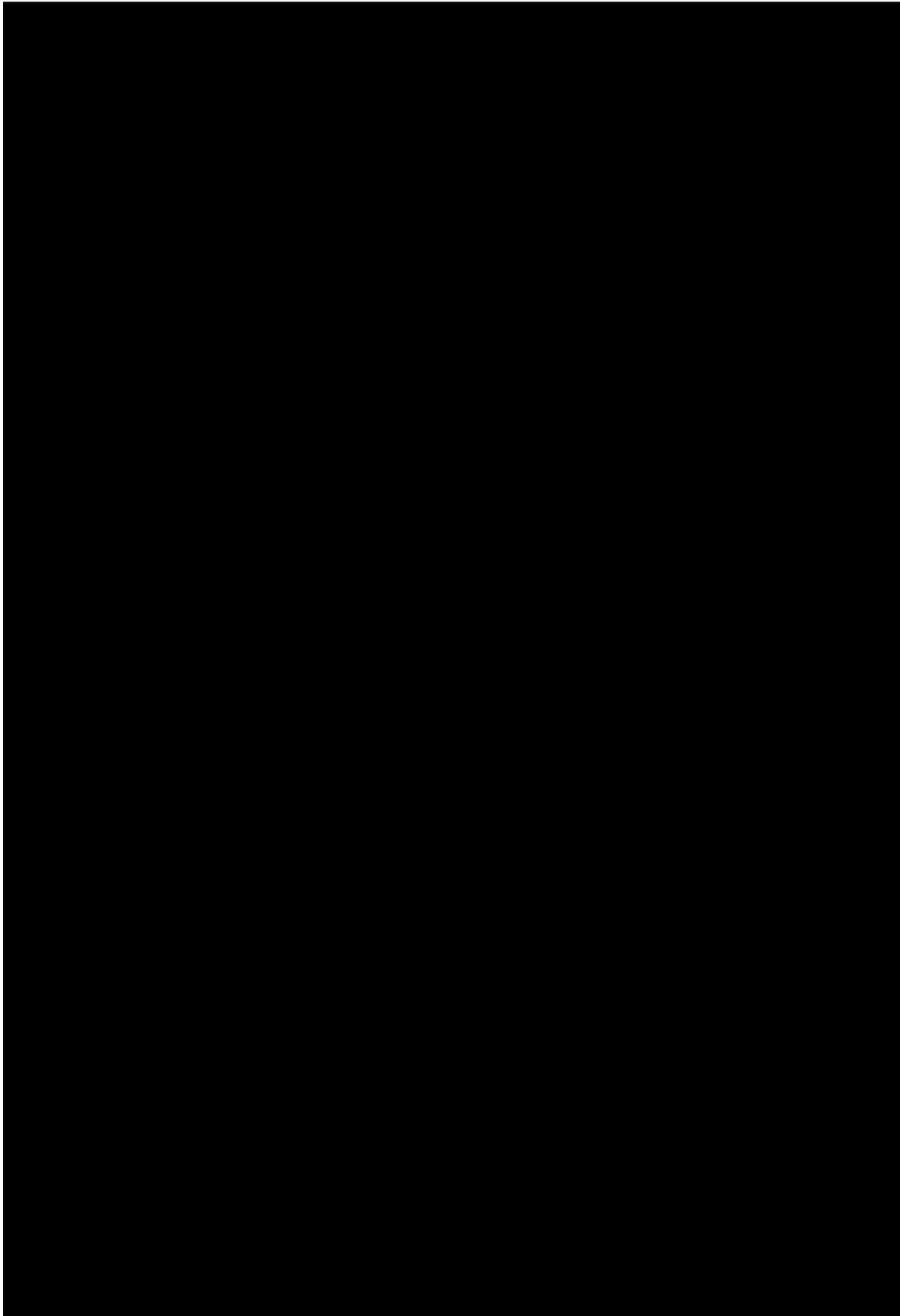


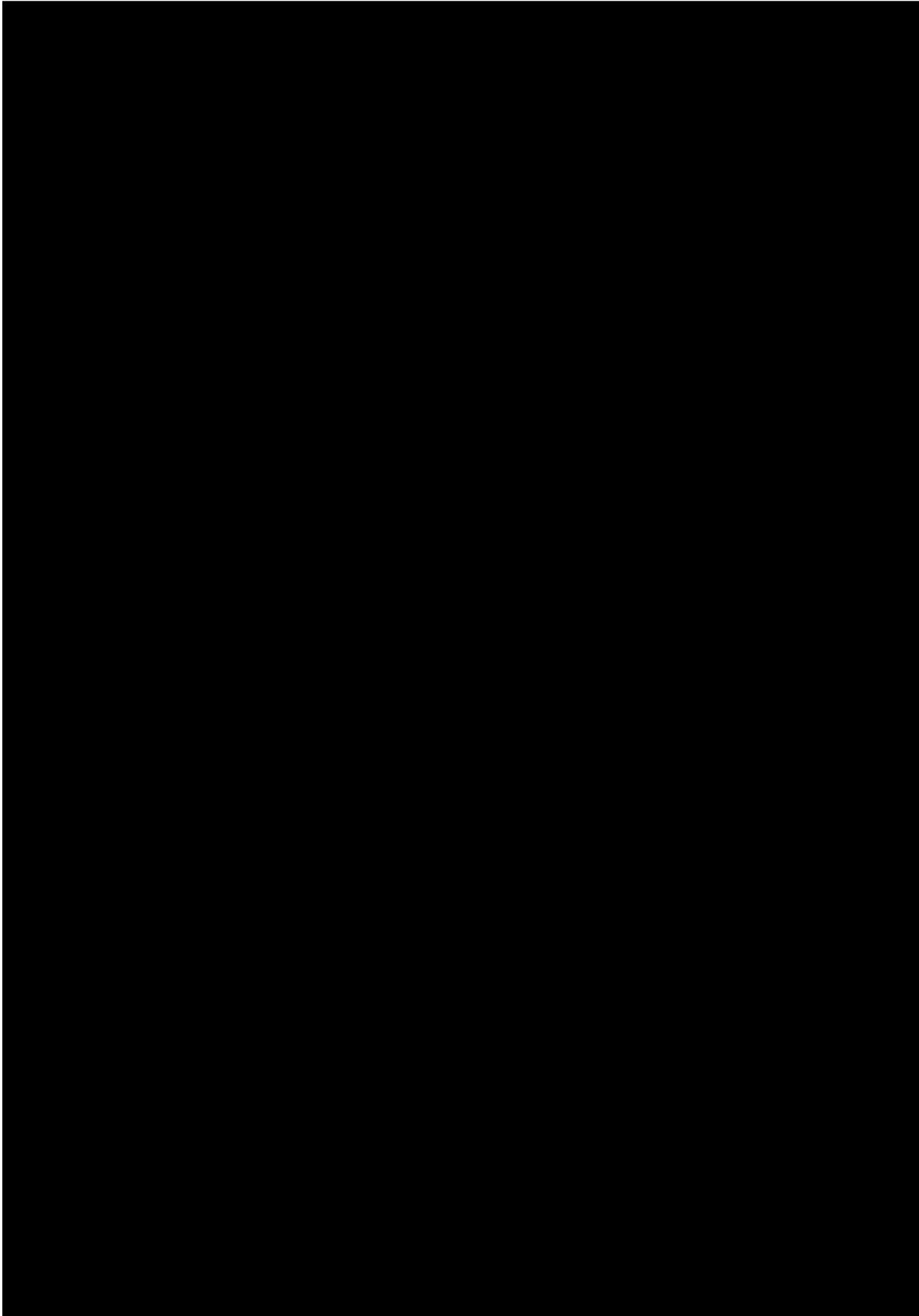


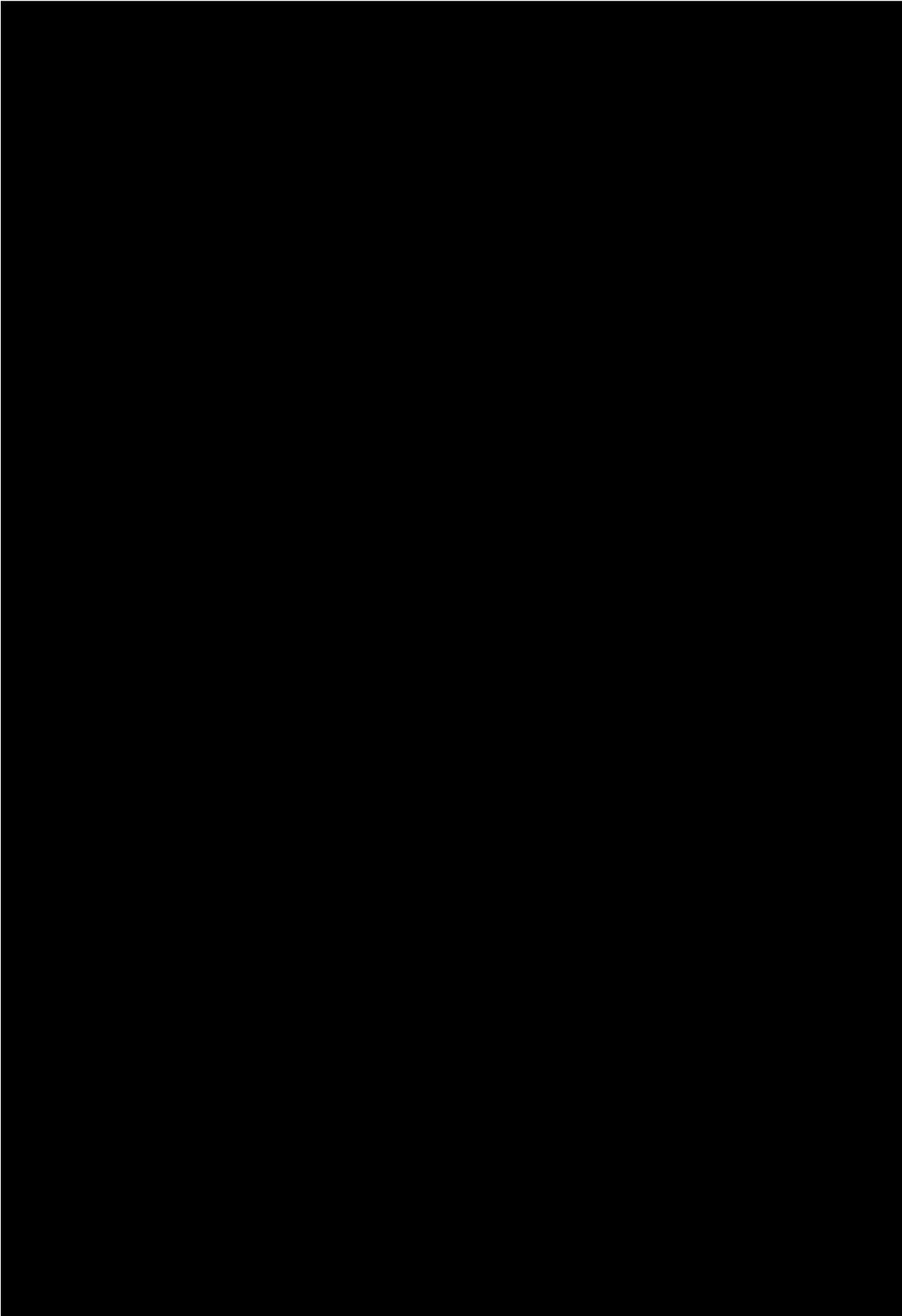


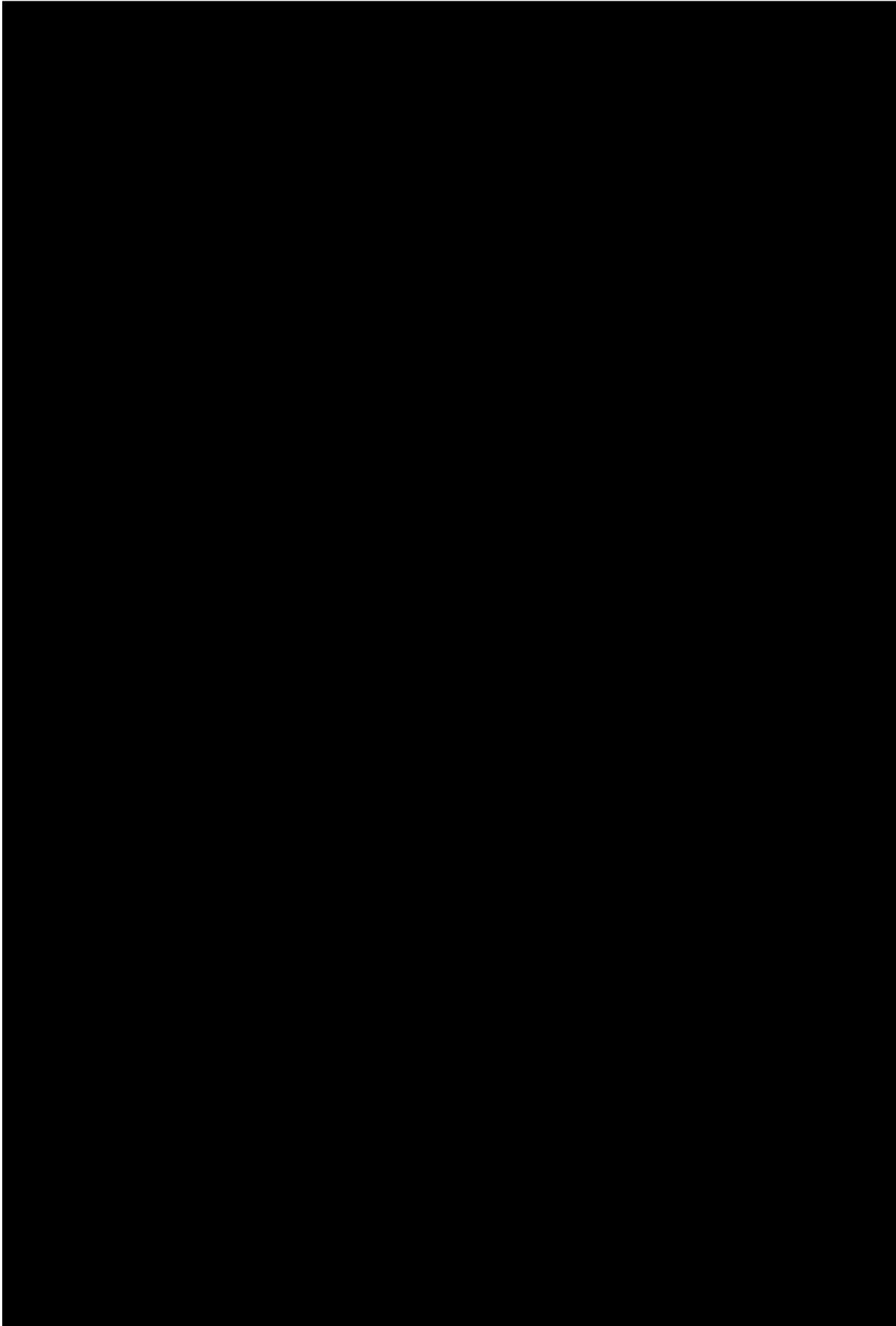


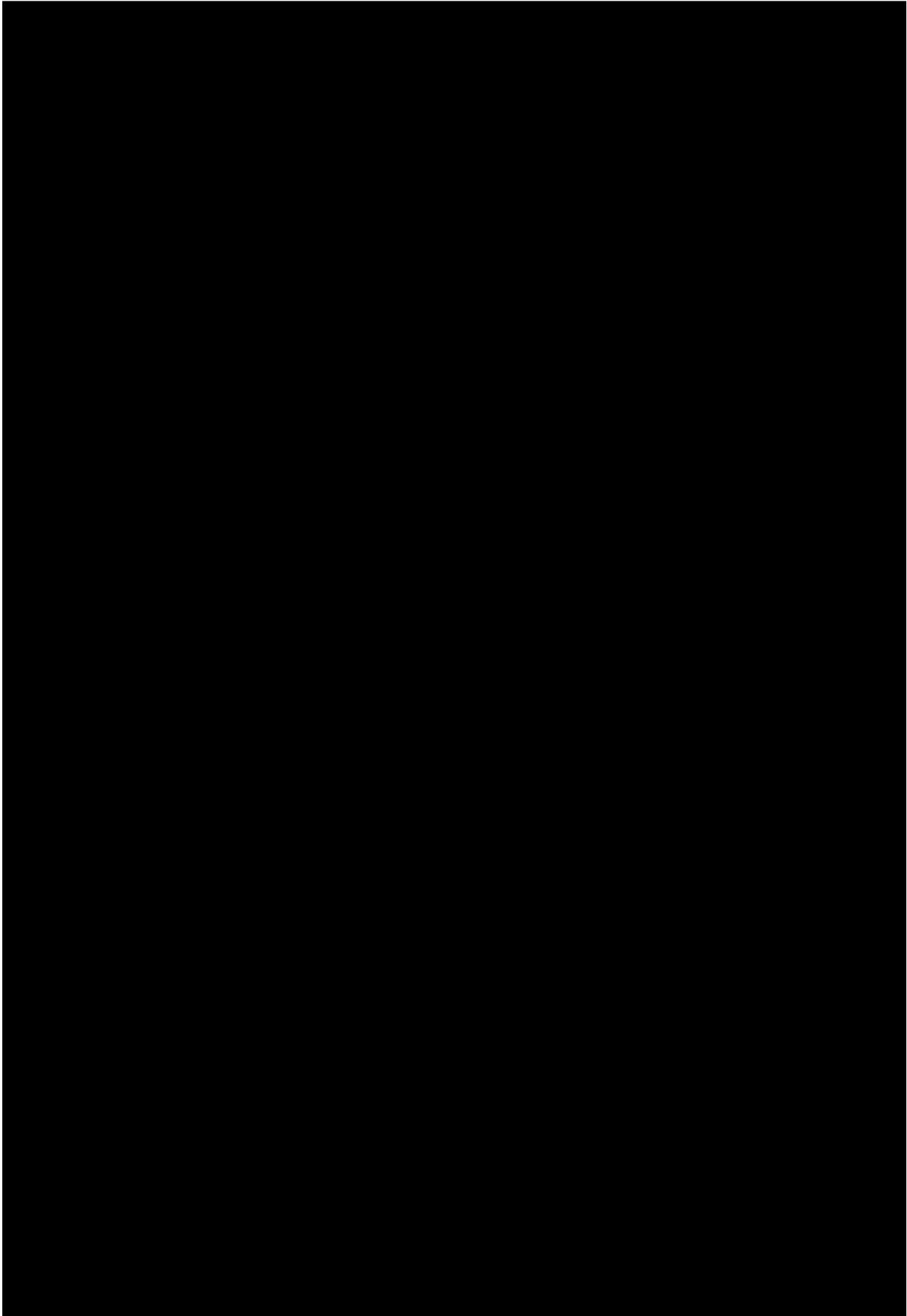


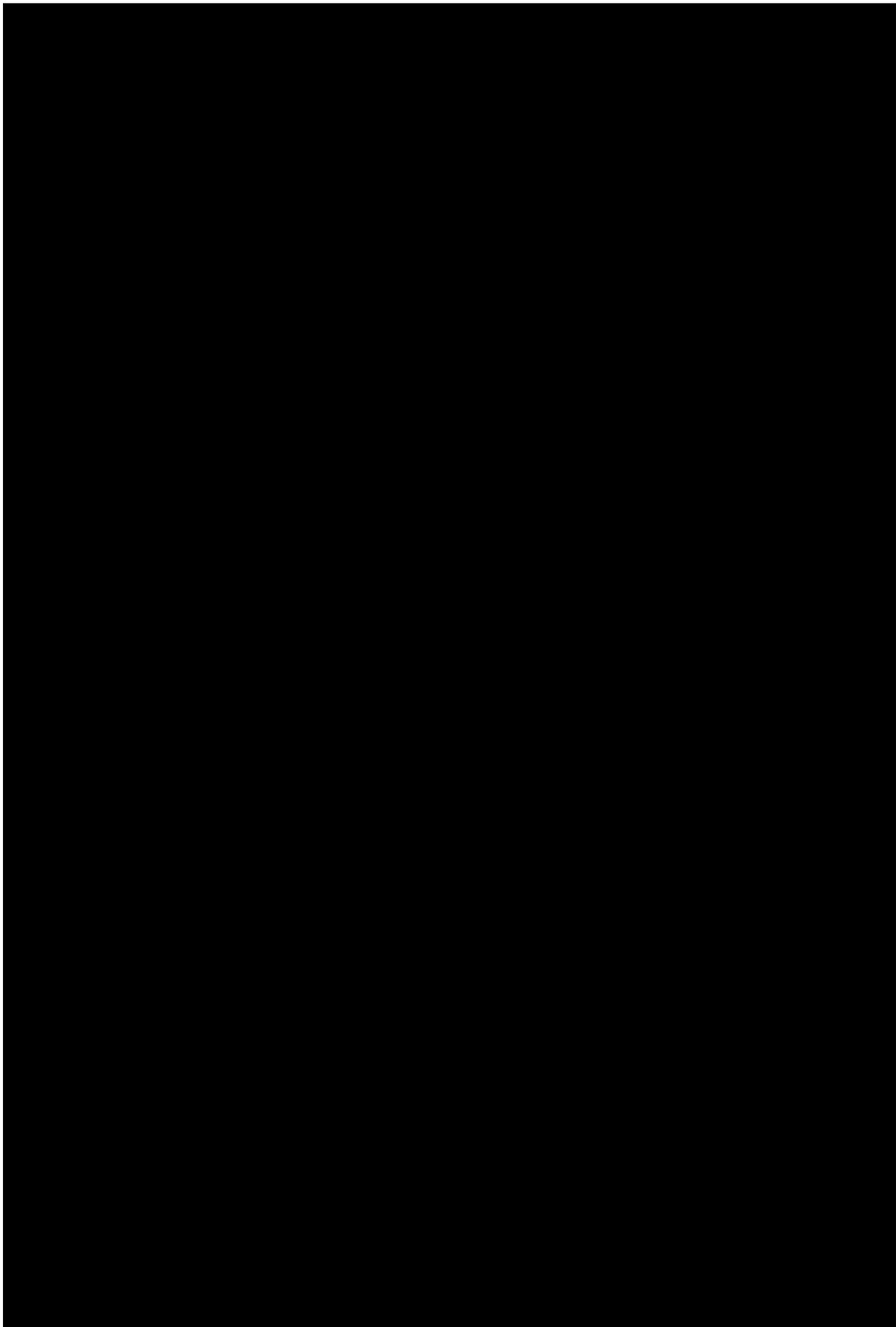


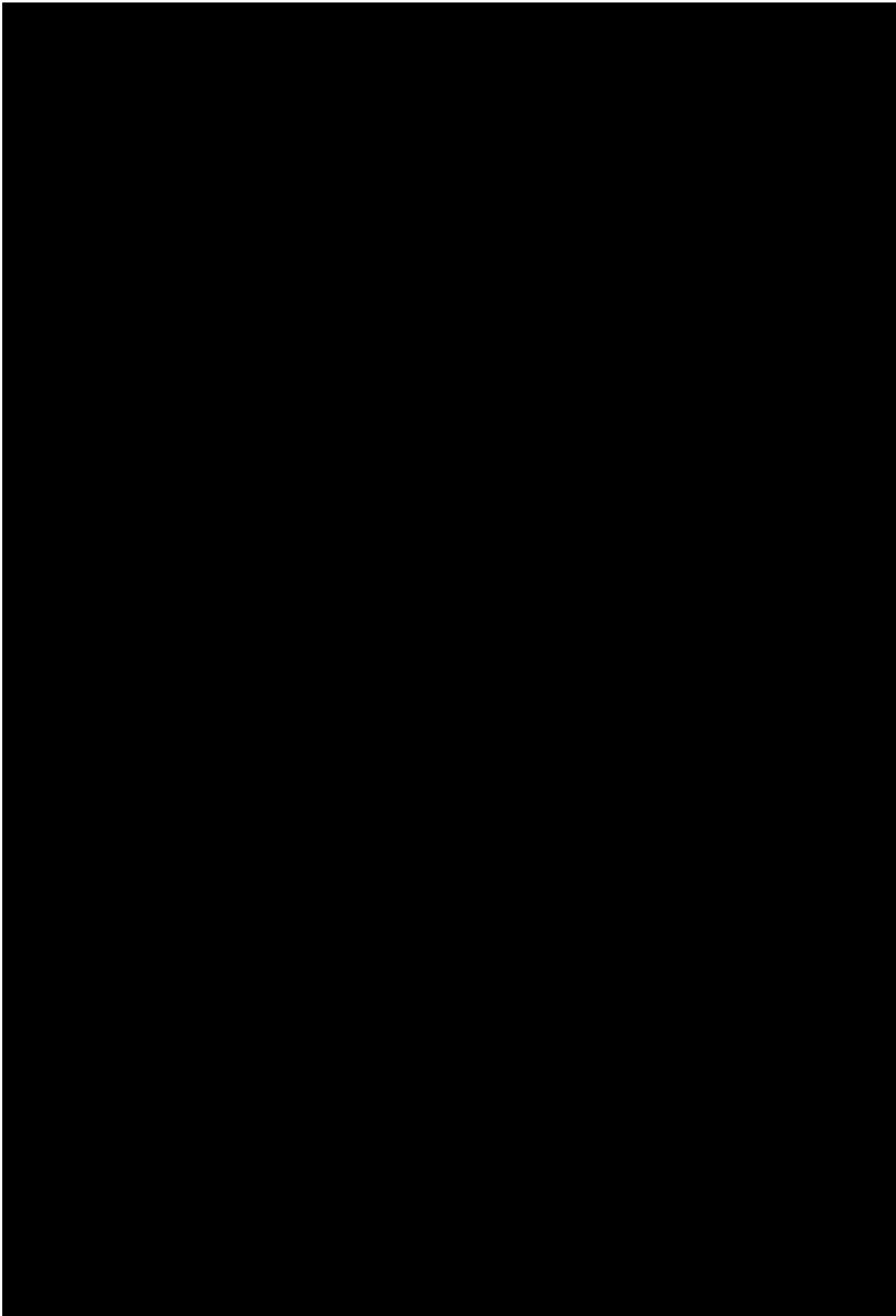






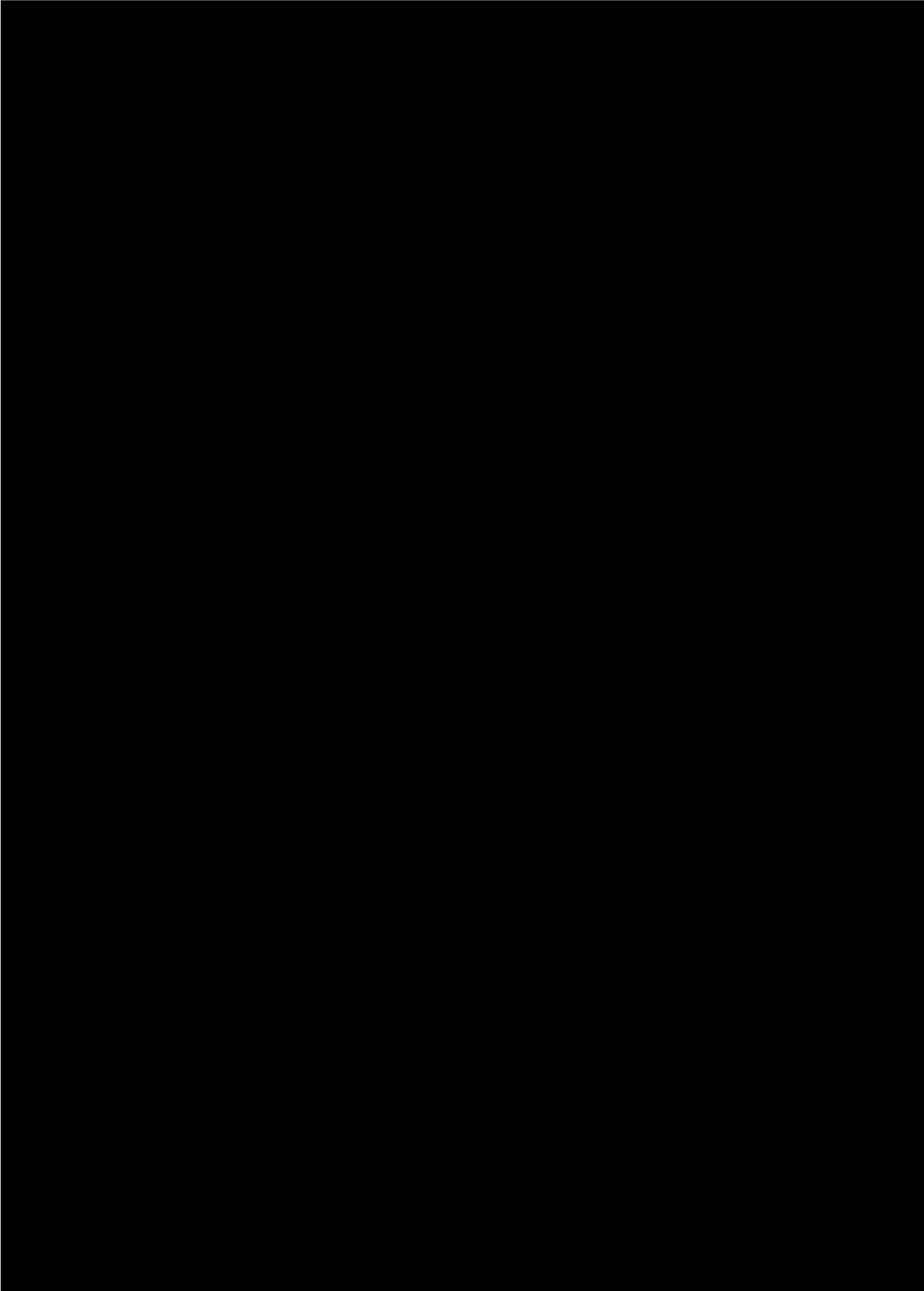


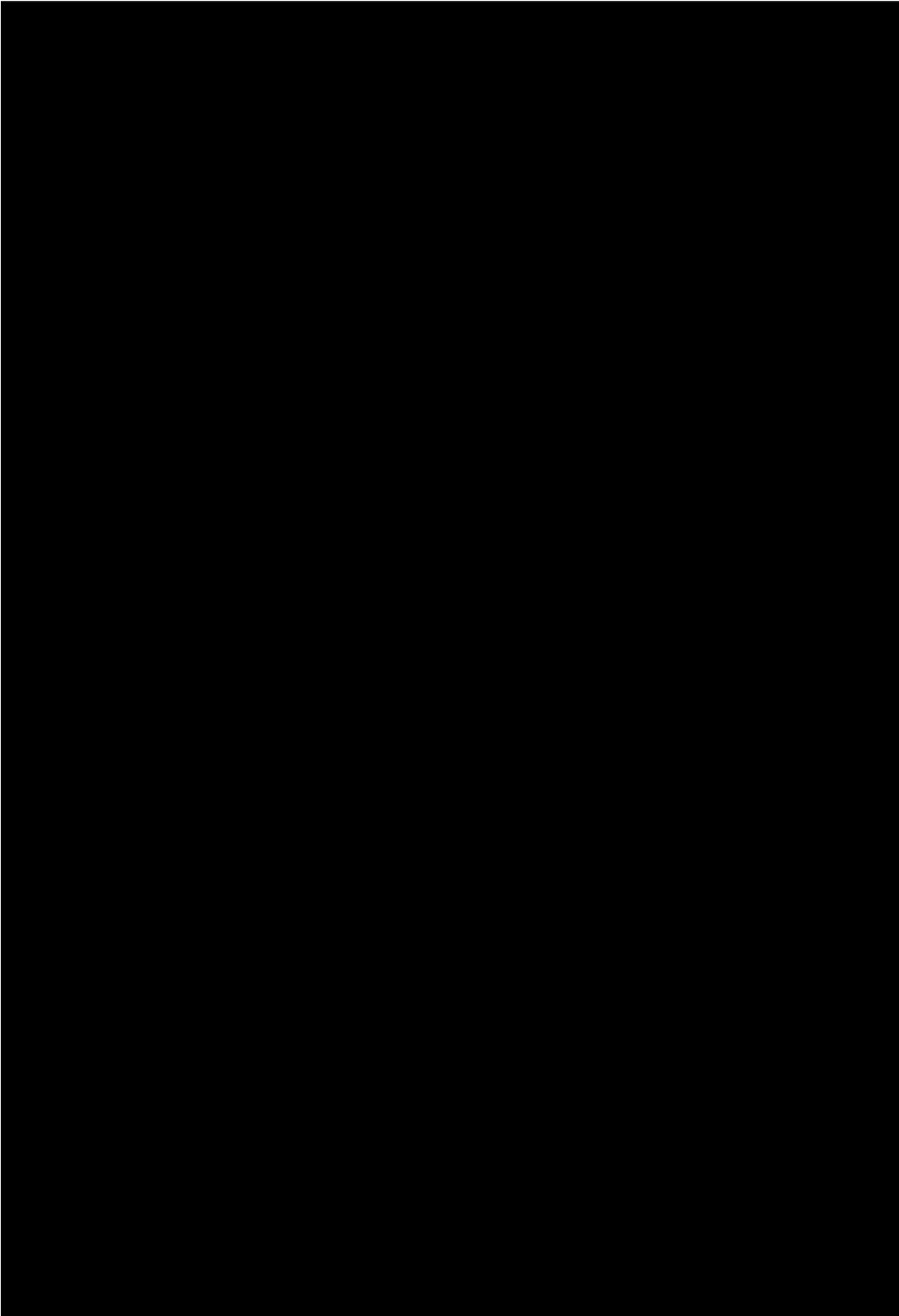


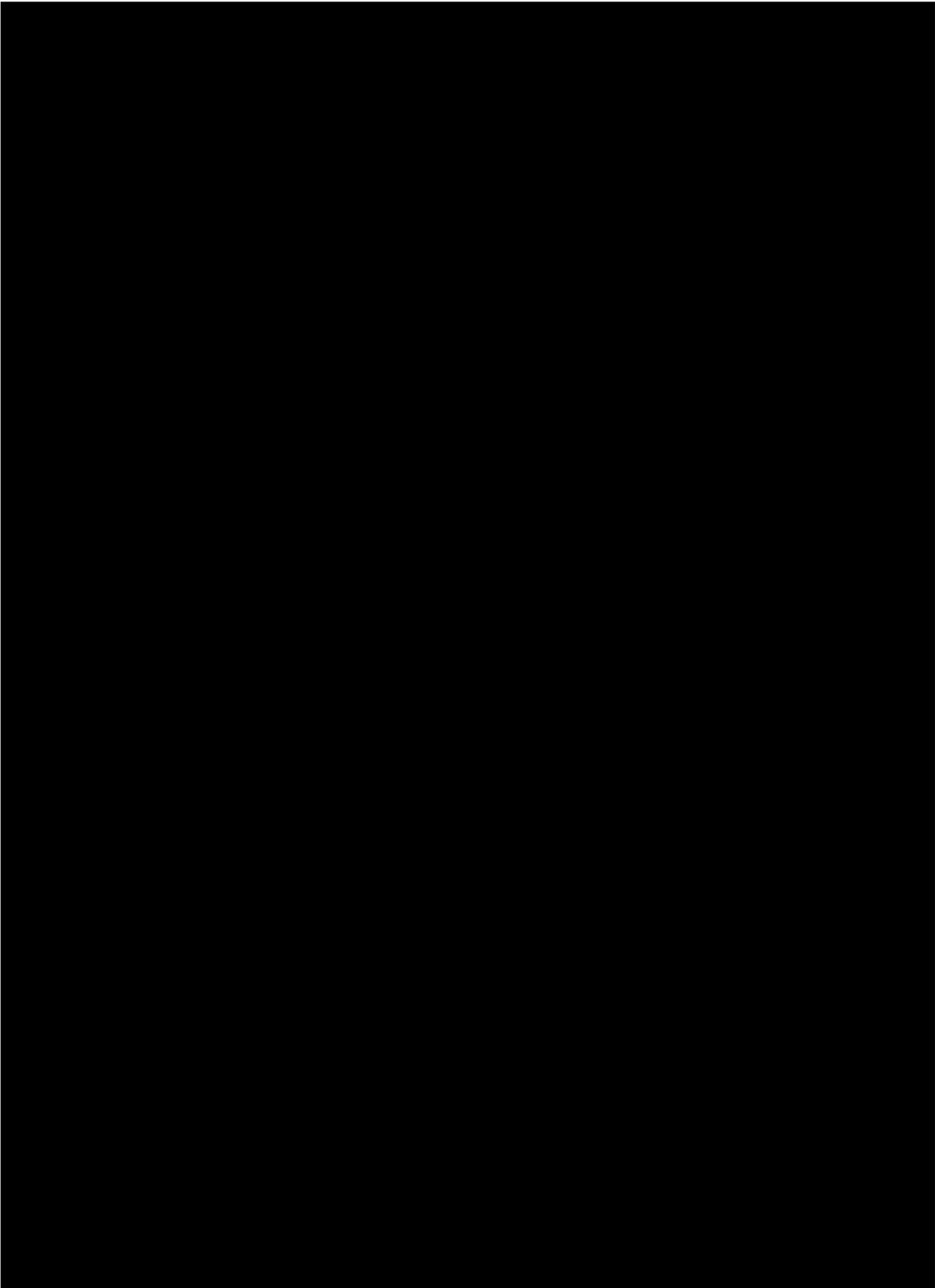


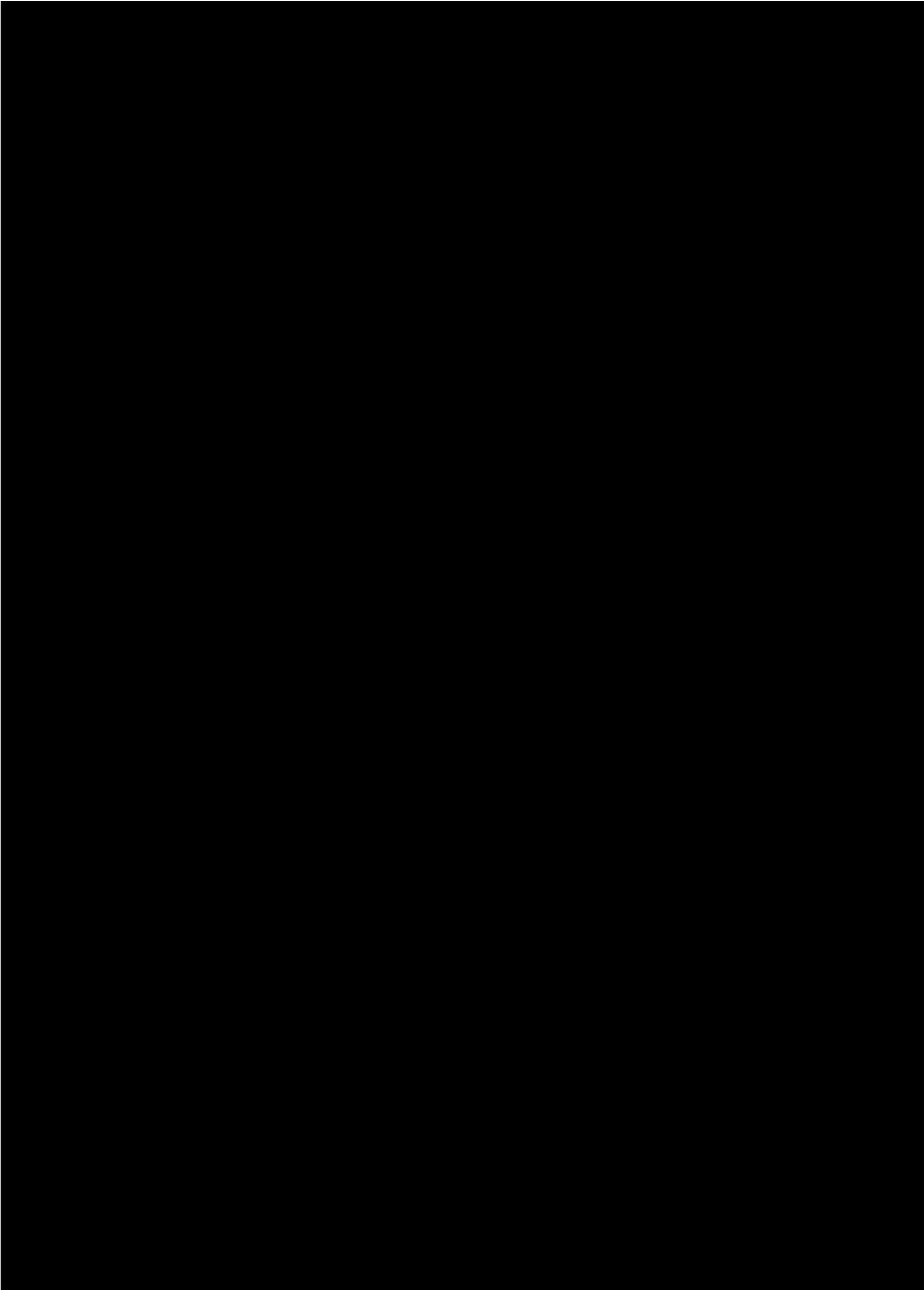


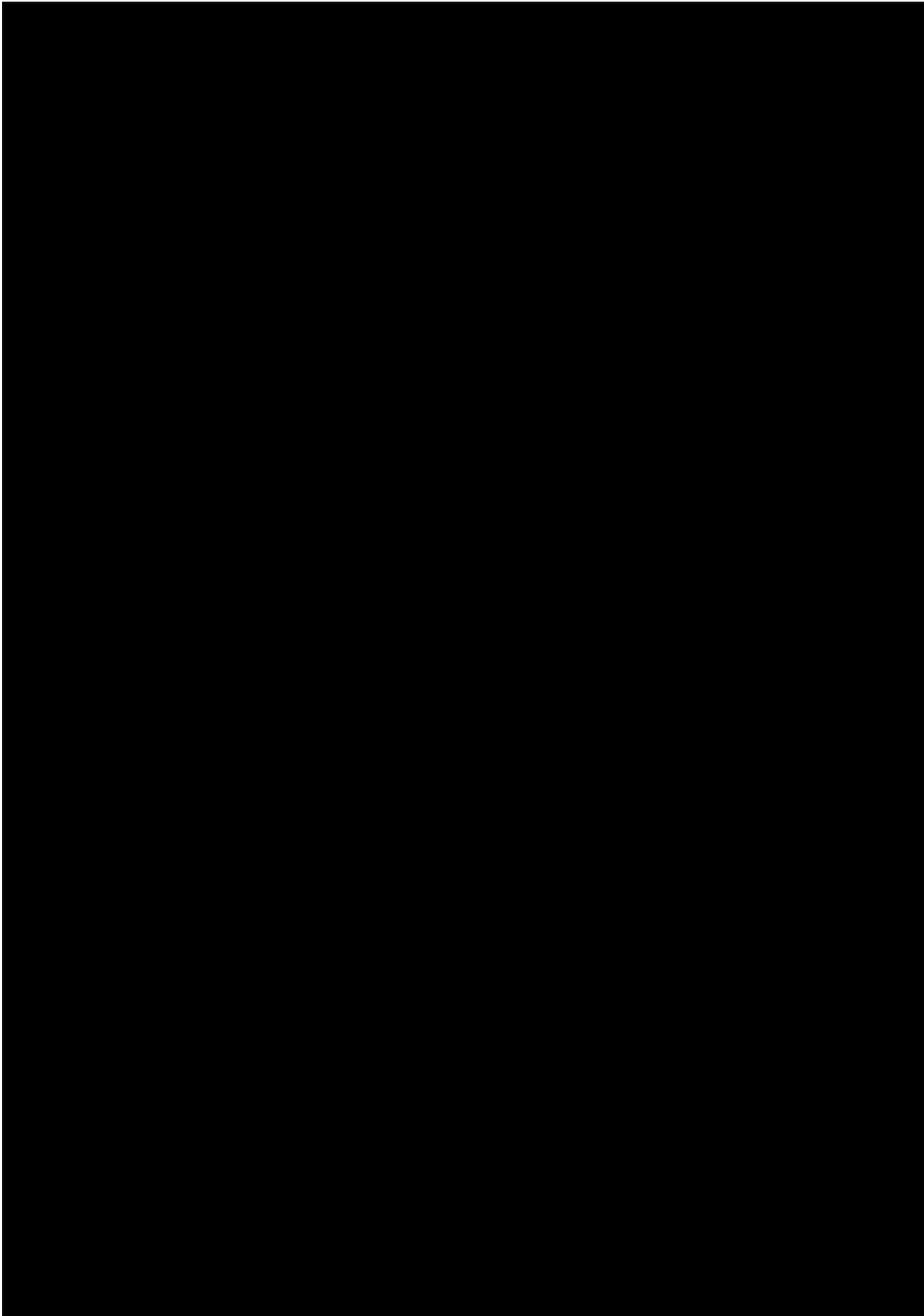


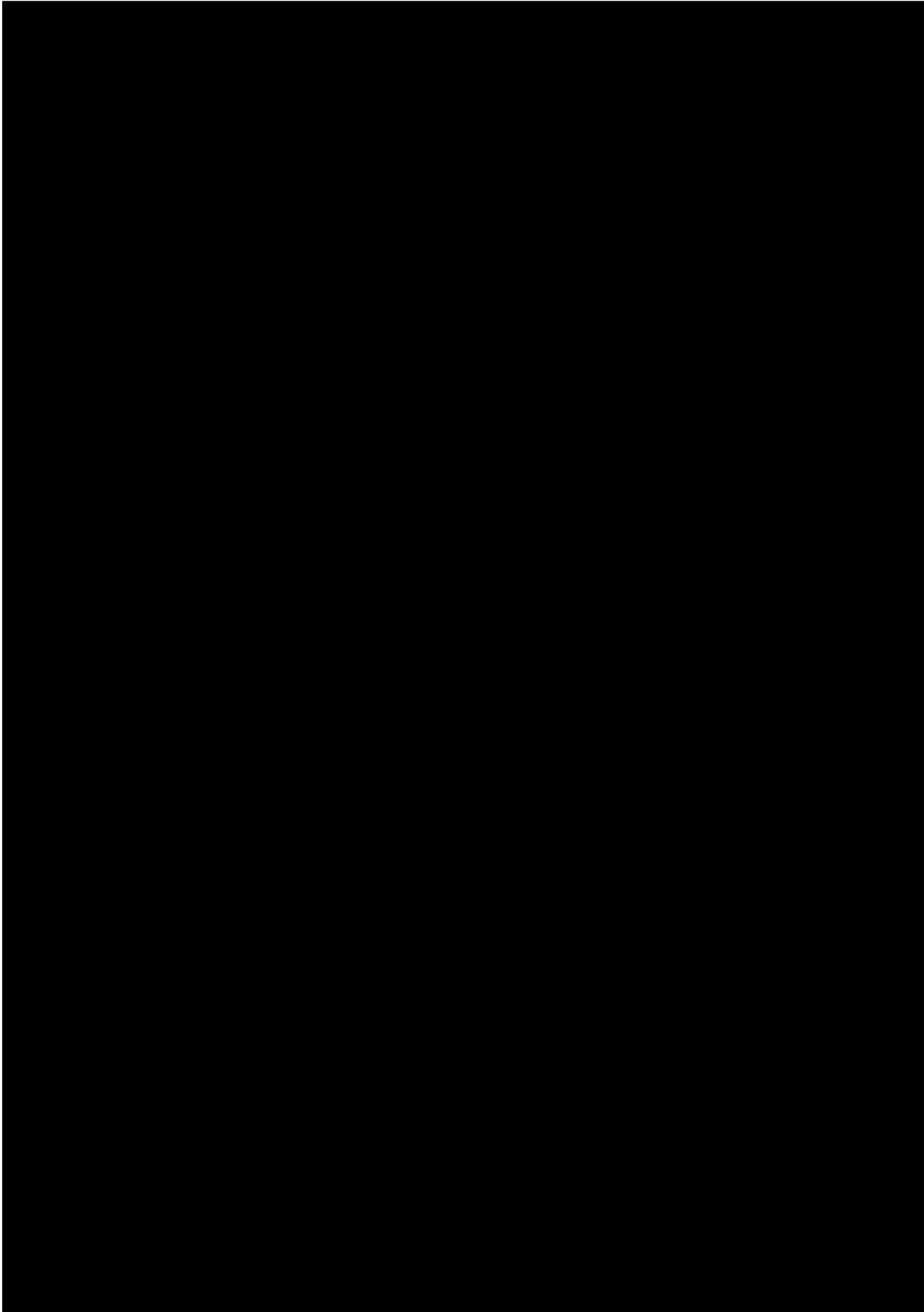


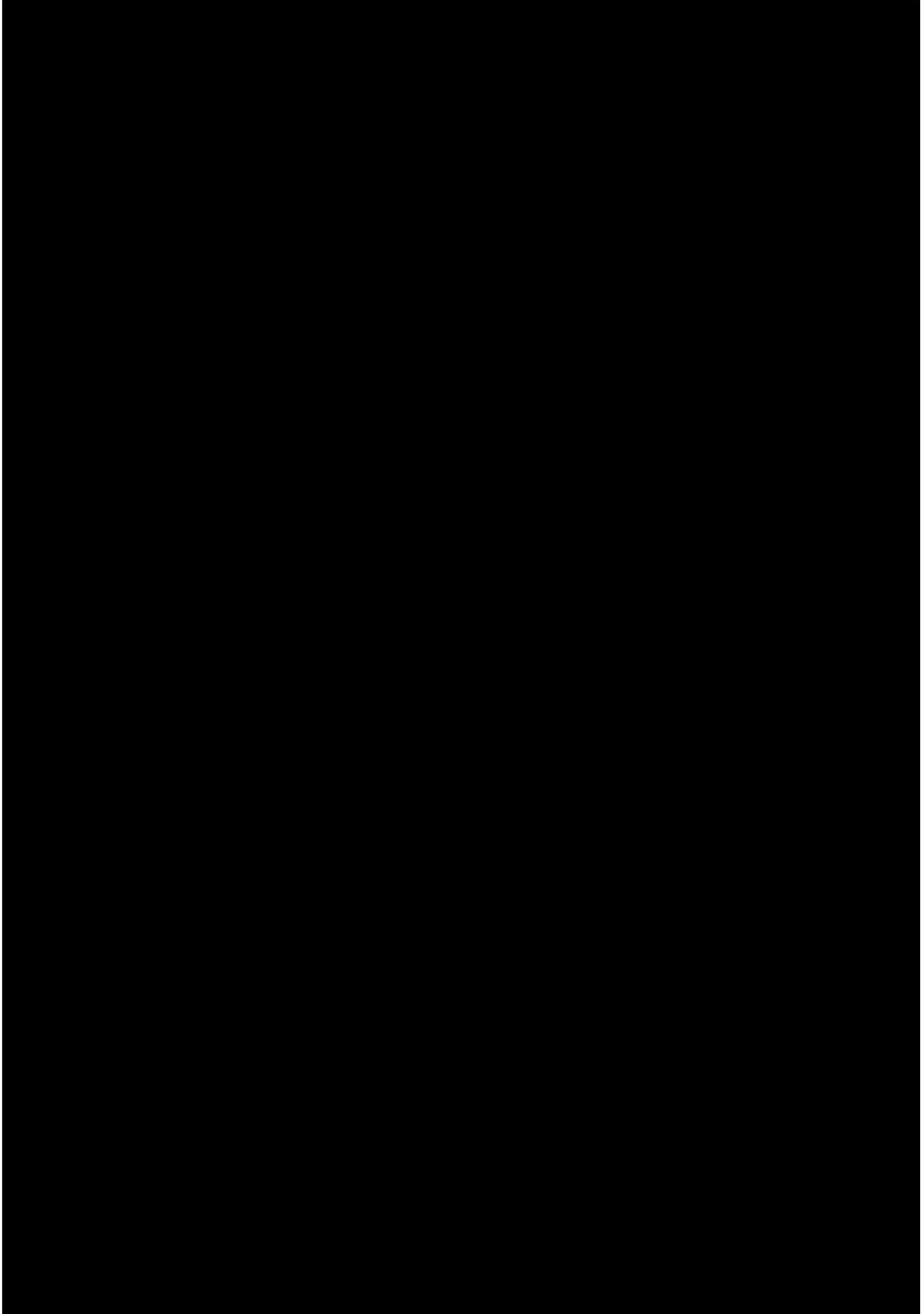


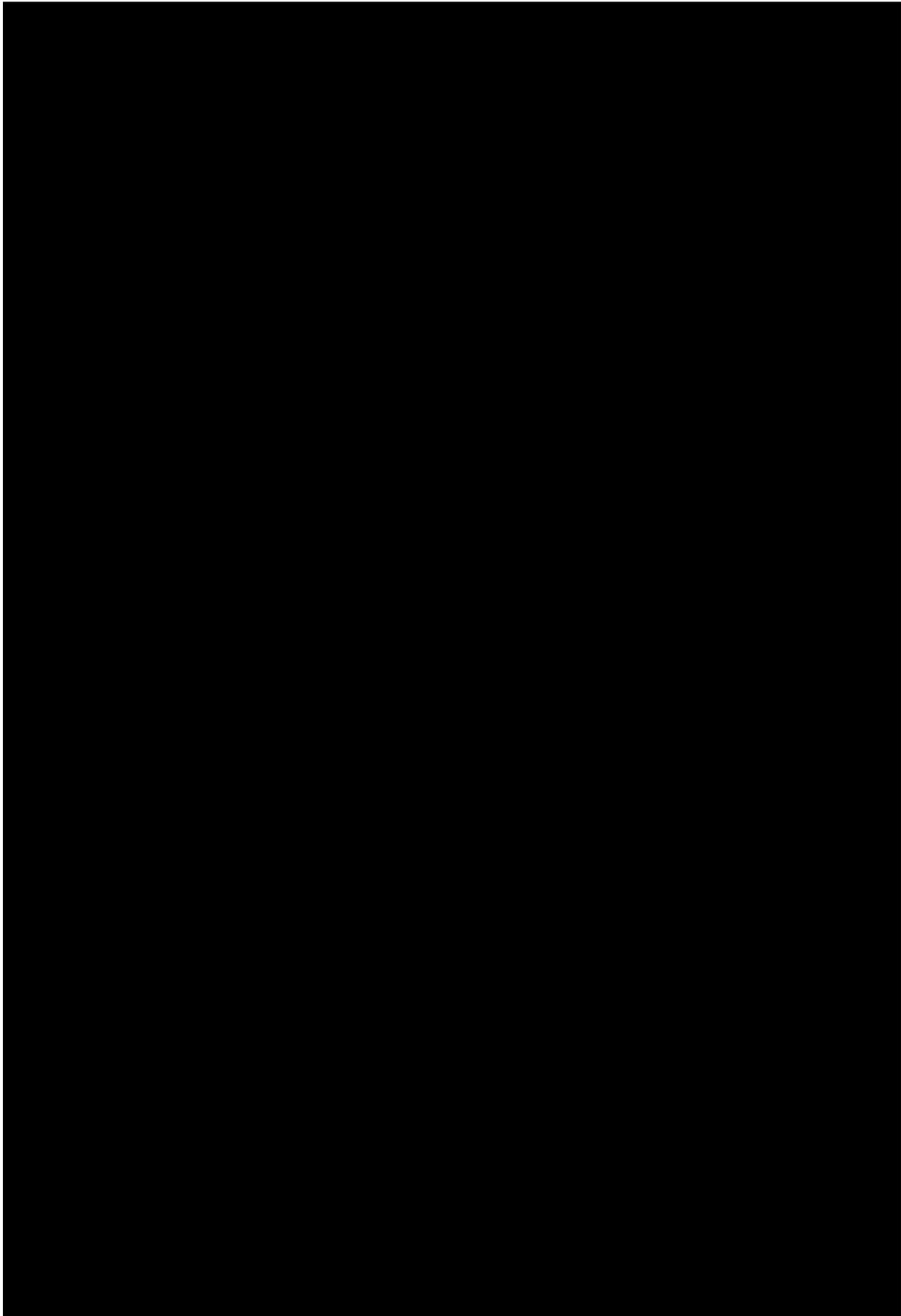


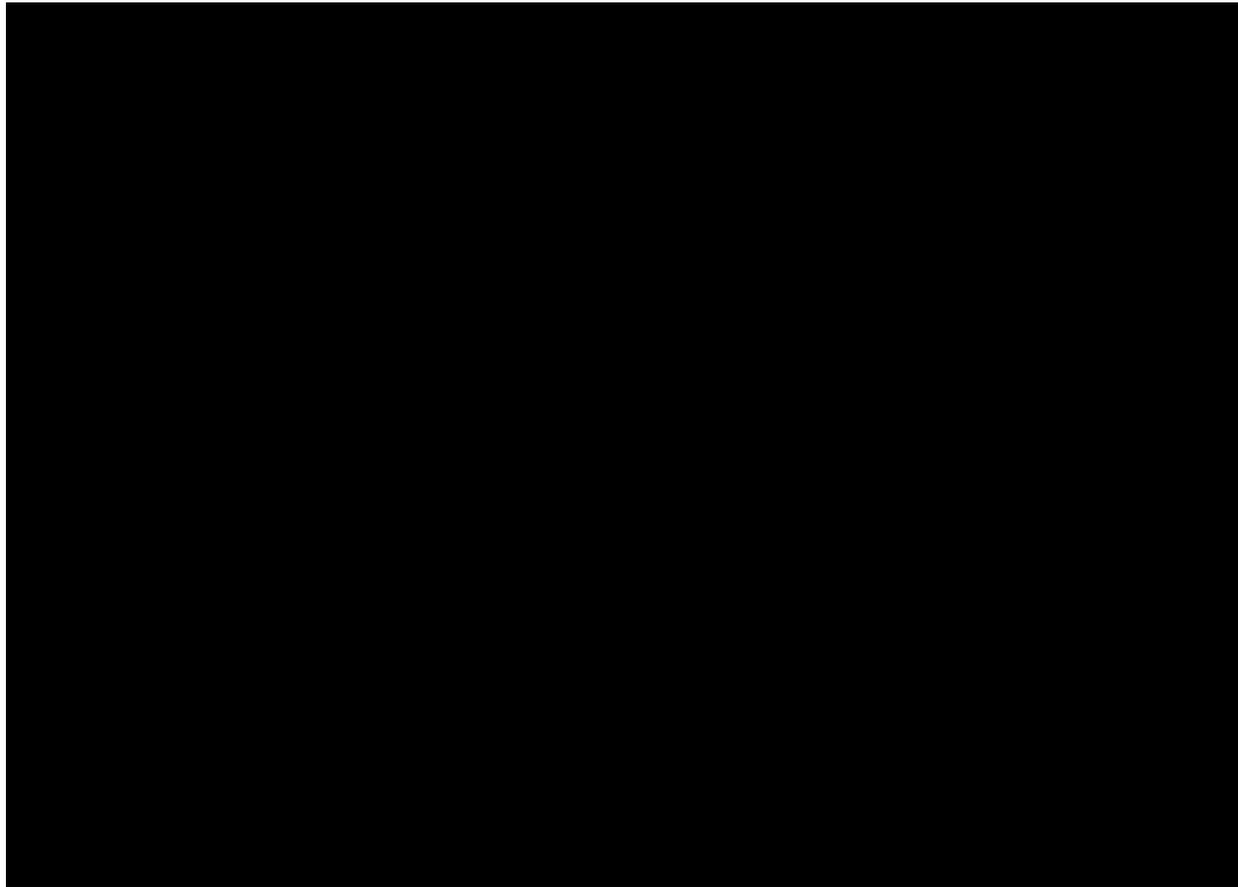


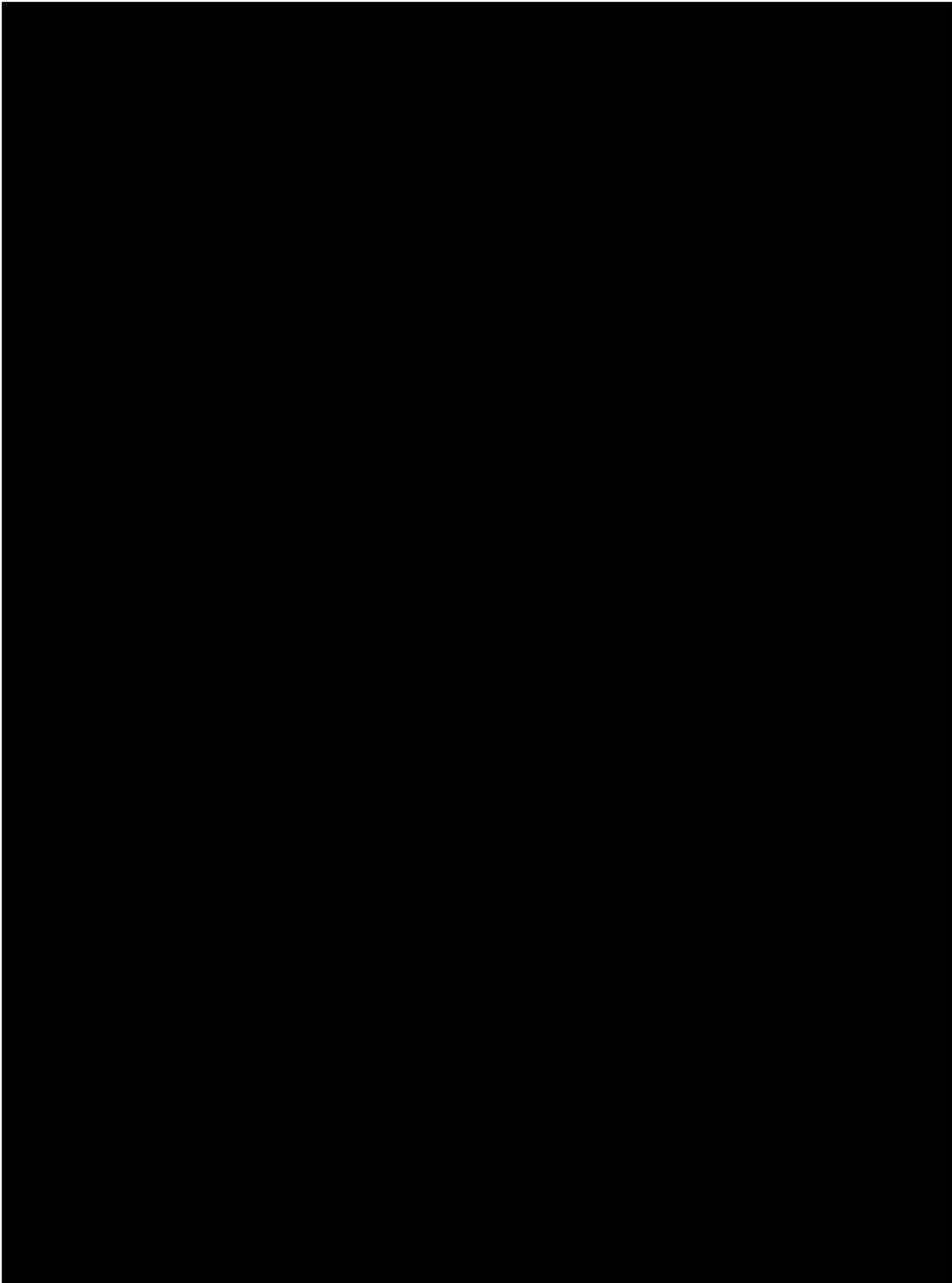


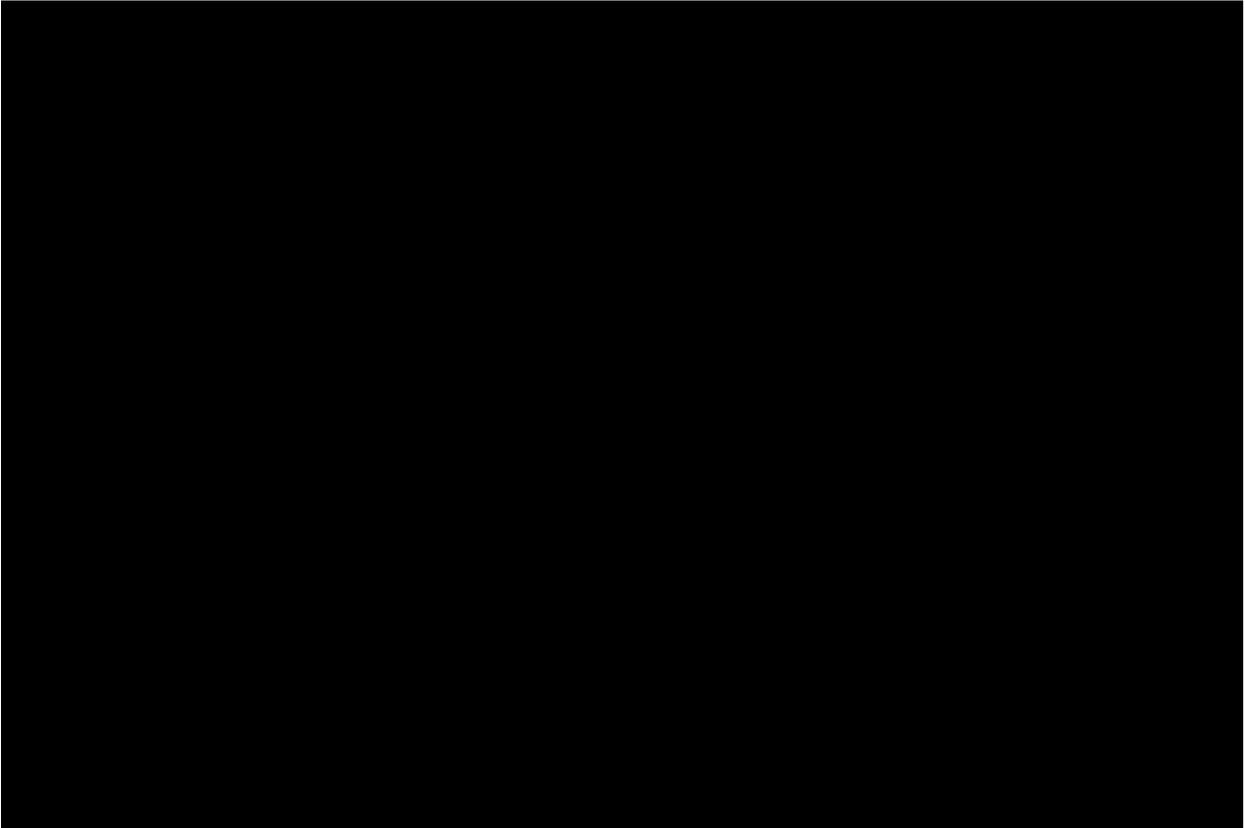


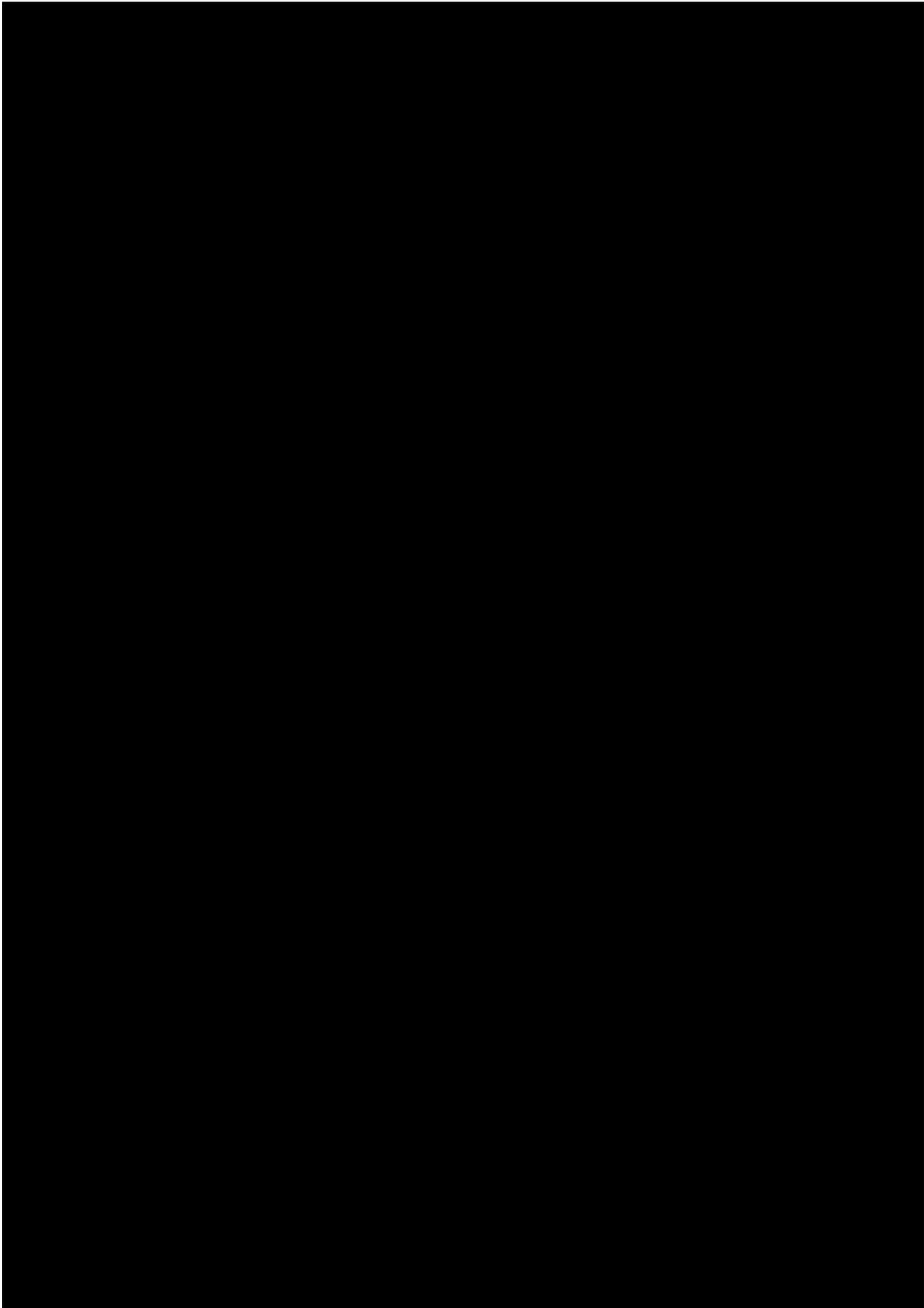


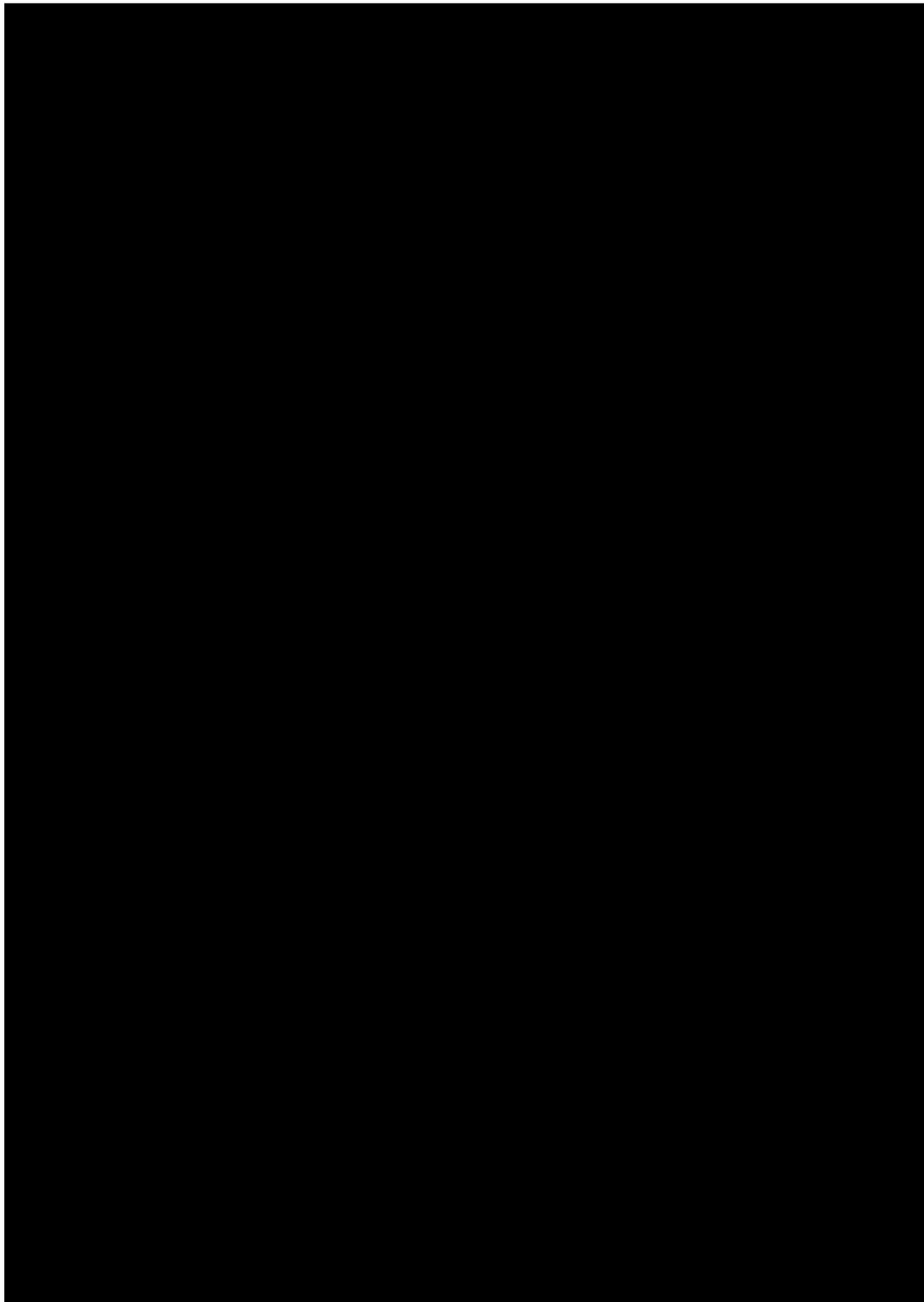


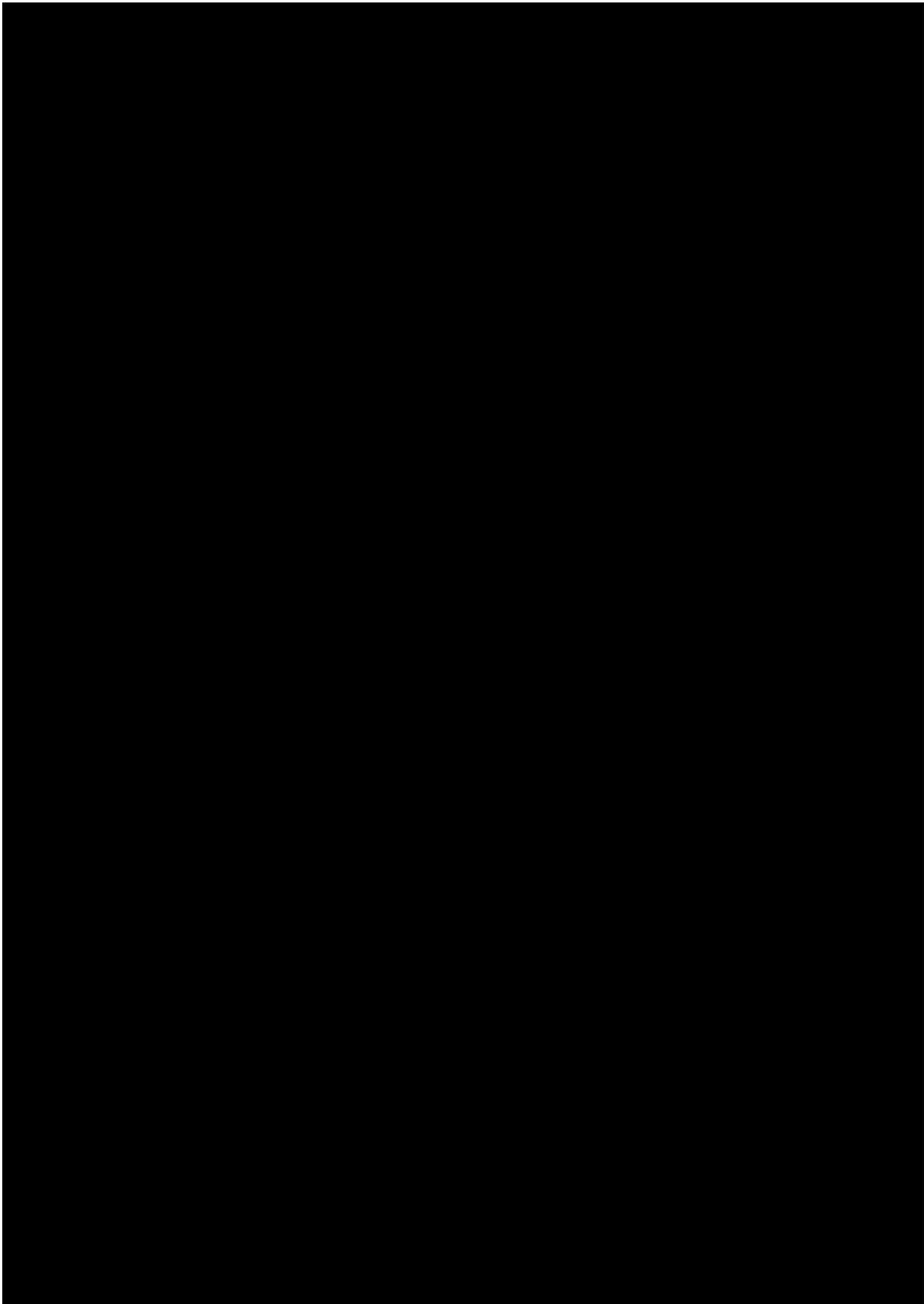


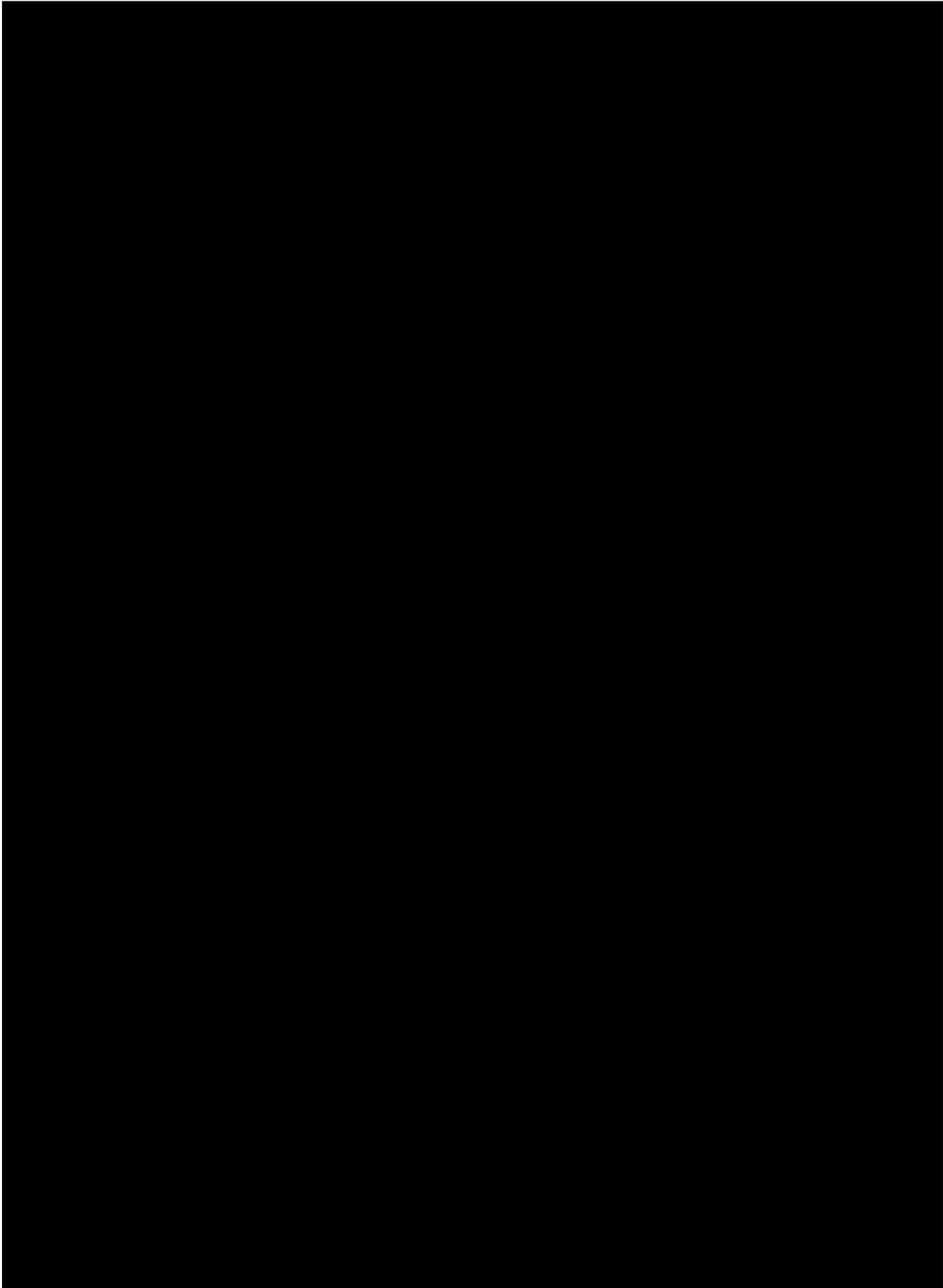


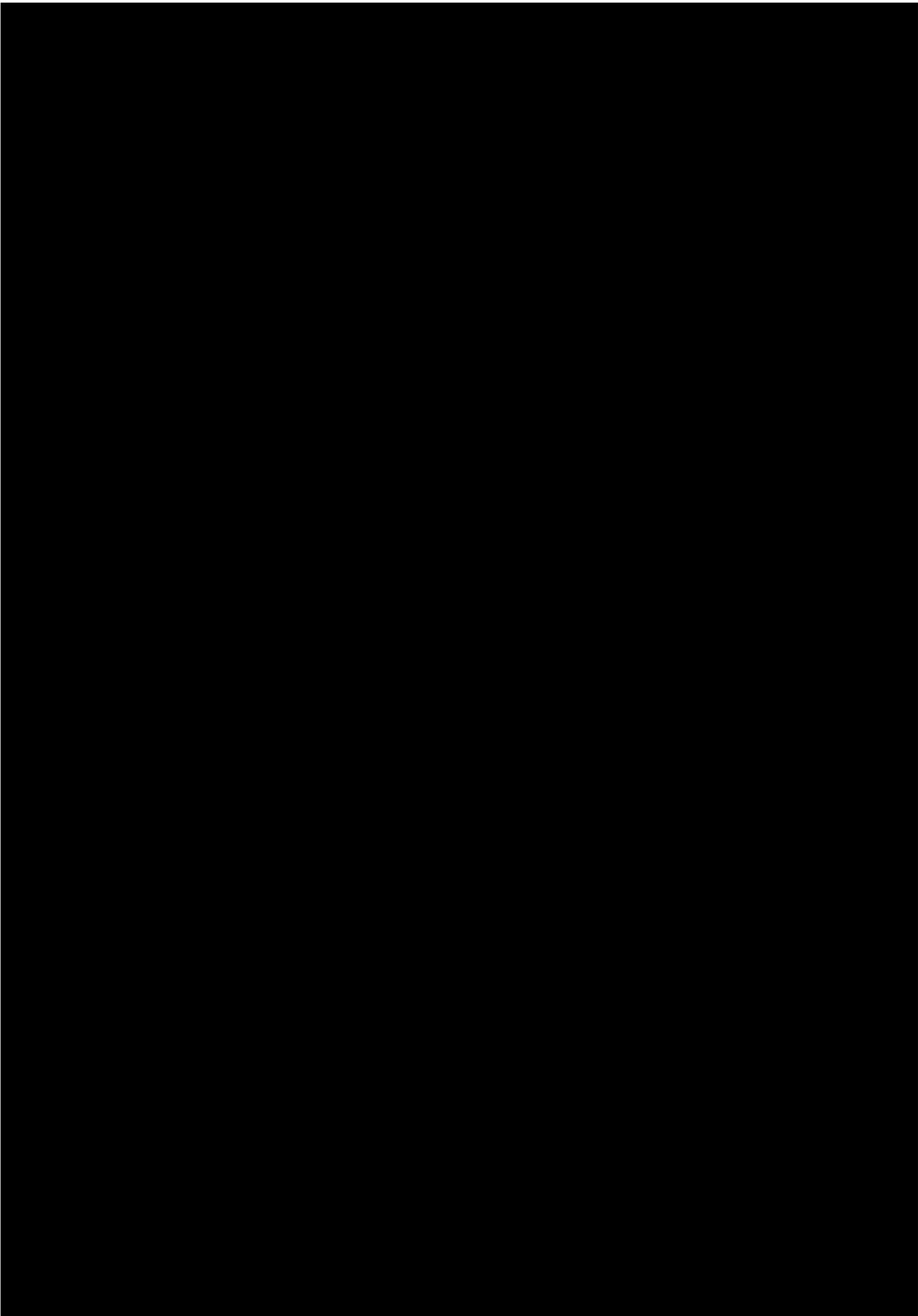


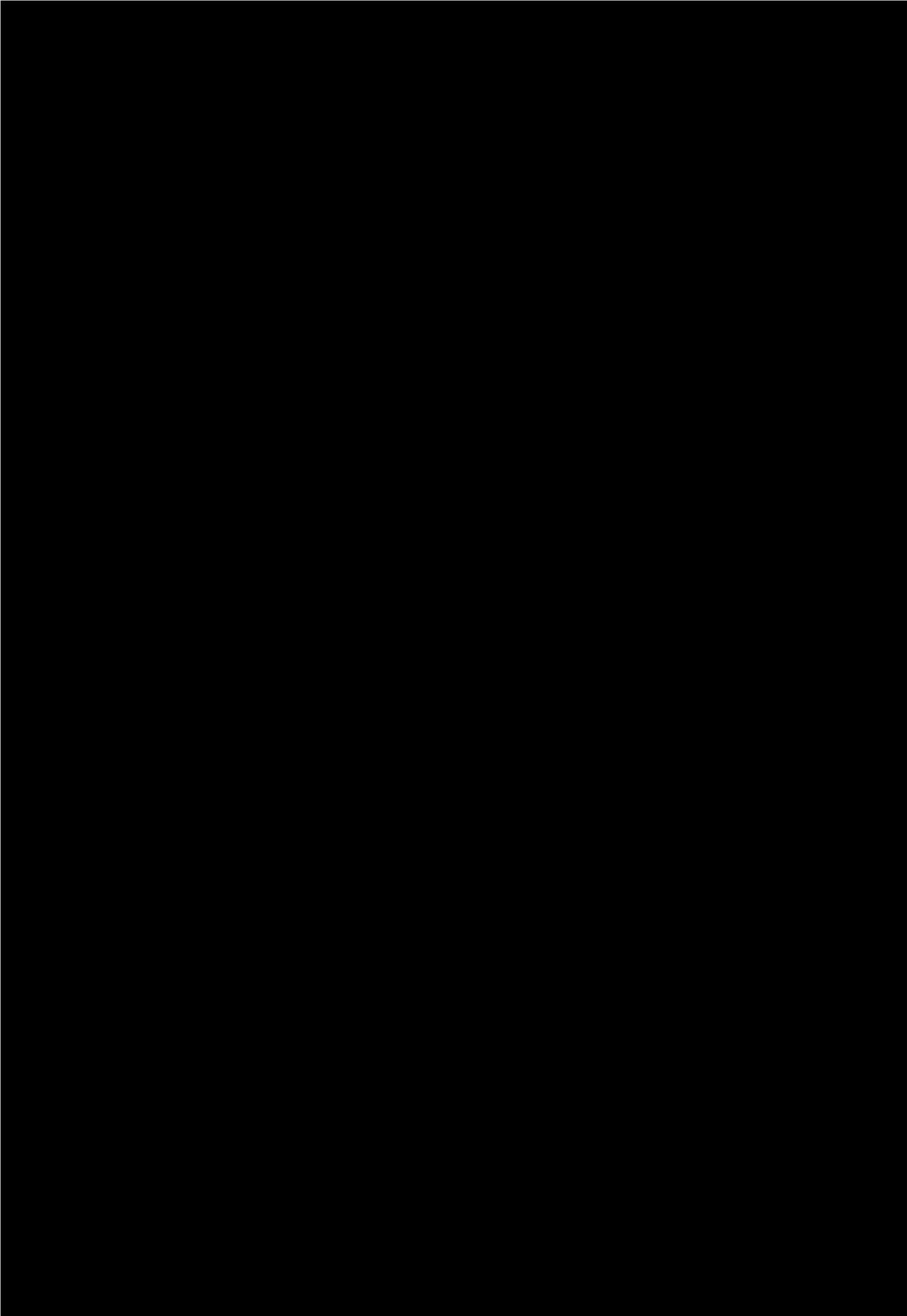


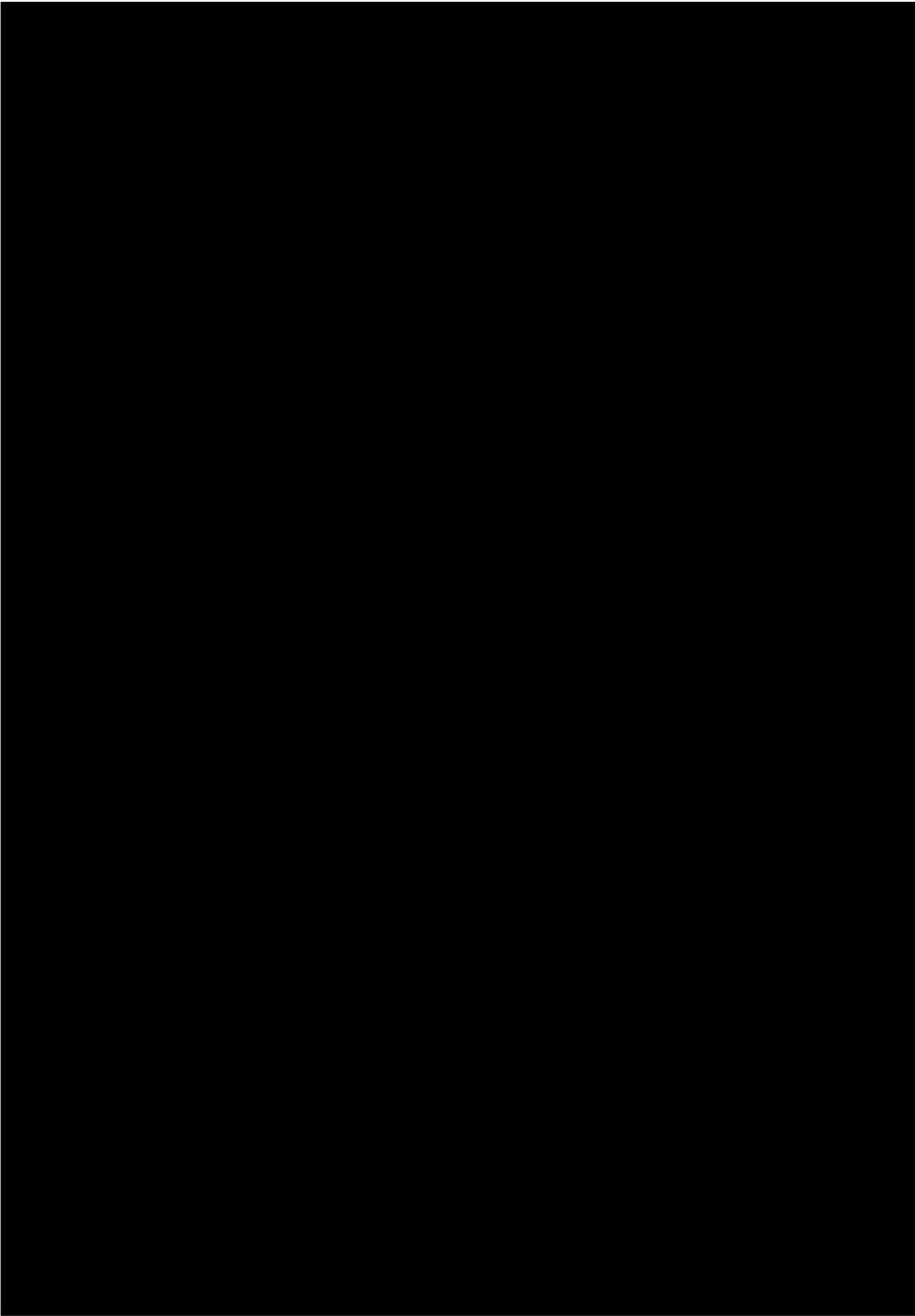


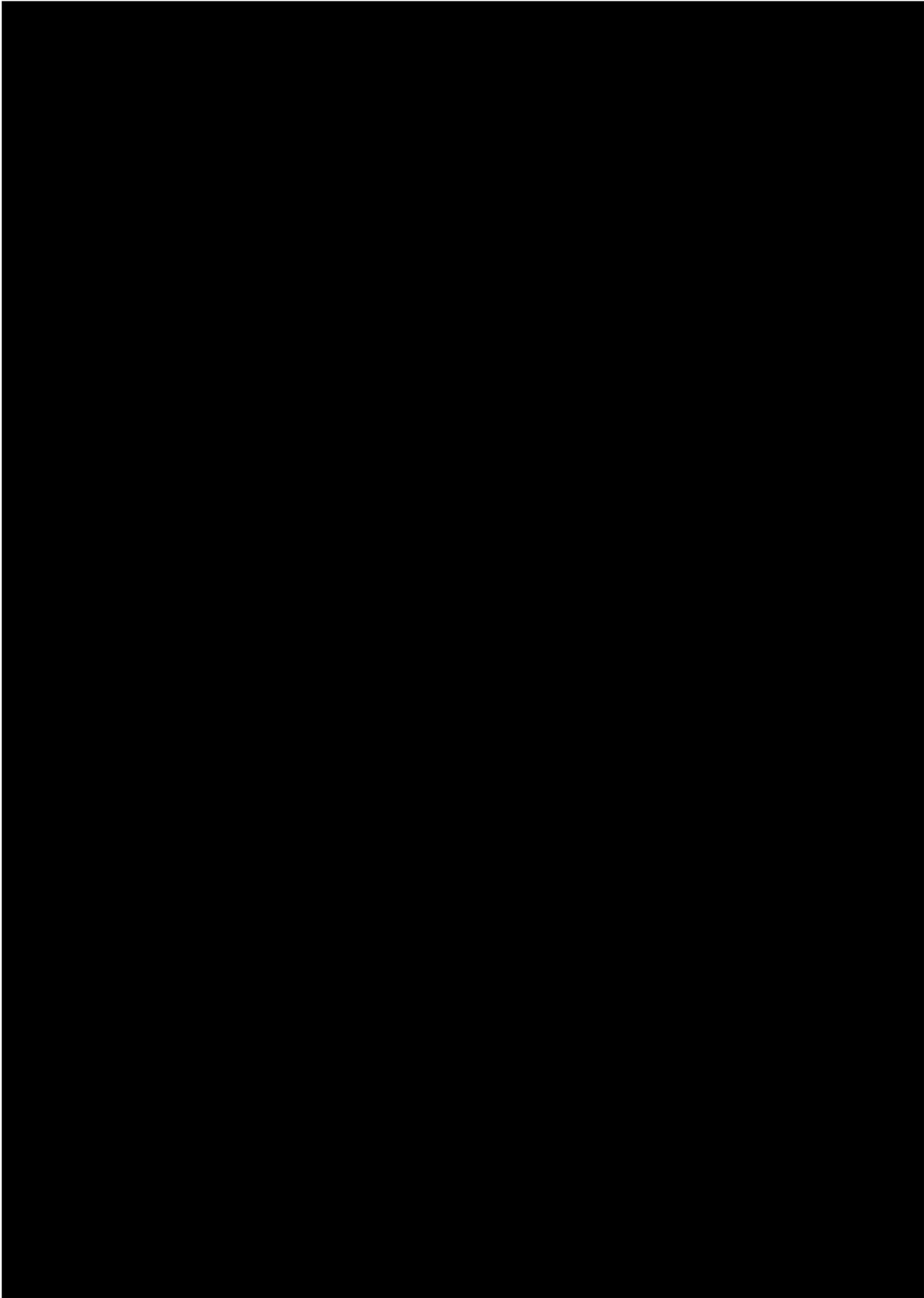


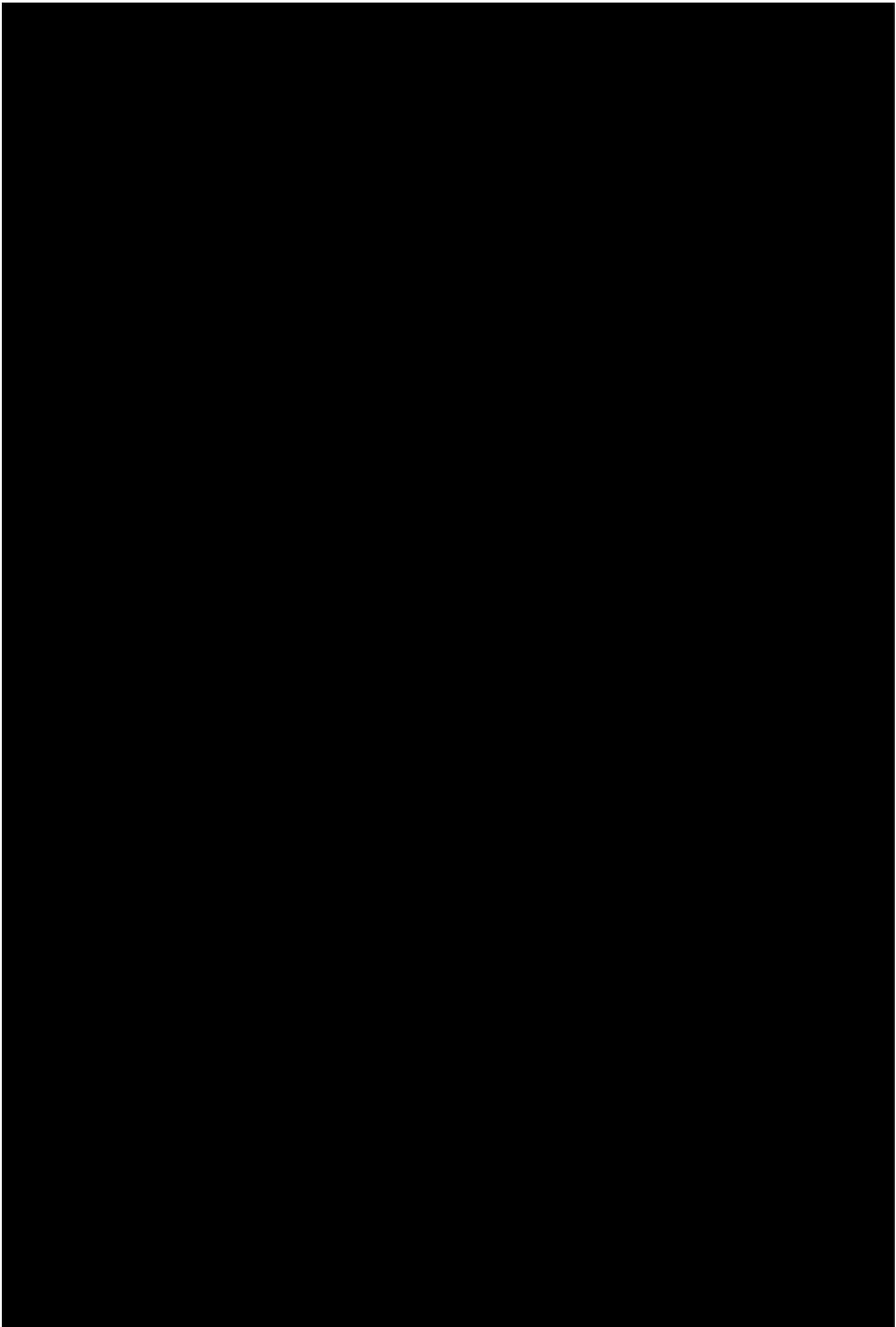












SCHEDULE A18. – SITE INTERFACE DEED POLL

(Clause 6.3(b)(i)(D), clause 12.3(b)(i) and clause 26.1(b))

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]" between the Principal and the Site Contractor 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 [insert] 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 or 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 Site Contractor and 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 A19. – NOT USED

SCHEDULE A20. – IDAR PANEL AGREEMENT

(Schedule A2 and Schedule A9)

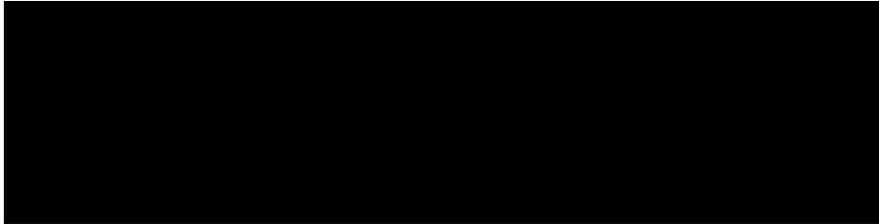
IDAR PANEL AGREEMENT

This Agreement is made at *Sydney* on the *11th* day of *February* 2019 between the following parties:

1. **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**)

and

2. **Members of the IDAR Panel** (collectively **Members**), namely:



and

3. (From each Accession Date) each person who accedes to this agreement under clause 4, being the person identified as the "Acceding Party" in an Accession Deed Poll (**Project Contractor**).

RECITALS:

- A. The Principal is responsible for delivering Sydney Metro City & Southwest. Sydney Metro City & Southwest involves multiple packages of works to be undertaken by contractors engaged by the Principal and by developers above or adjacent to the new Metro stations under separate contracts (**Project Contracts**).
- B. The Principal will progressively engage or enter into contracts with Project Contractors. As each Project Contract is entered into, the Project Contractor will execute an Accession Deed Poll substantially in the form set out in Schedule 1 and will thereby accede to the terms of this agreement.
- C. The Project Contracts provide for a dispute resolution process through the establishment and the operation of an IDAR Panel to assist in avoiding and resolving Disputes under the Project Contracts.
- D. The role of the IDAR Panel is to, among other things, encourage the Principal and the relevant Project Contractor to proactively resolve Disputes by providing a non-binding forum for the parties to establish their positions and narrow the issues in Dispute.
- E. The parties acknowledge the benefits of a project-wide IDAR Panel include an improvement in the quality of assessments and determinations as a result of the IDAR Panel's familiarity with complex interfaces across multiple integrated works packages.
- F. This agreement sets out the rights, obligations and duties of the Members, the Principal and (from each Accession Date) the Project Contractors in relation to the IDAR Panel and the Disputes (the **Agreement**).

THIS AGREEMENT PROVIDES:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Accession Date has the same meaning as given to the term "Effective Date" in the Accession Deed Poll, being the date from which each Project Contractor accedes to this Agreement.

Accession Deed Poll means the deed poll in substantially the same form as Schedule 1 (with relevant details duly completed) which is to be executed by each Project Contractor in accordance with clause 4.

Continuing Parties has the same meaning as given to the term "Continuing Parties " in the Accession Deed Poll, being those parties to the Agreement at the Accession Date, excluding the Principal.

Fees and Disbursements Letter means each of the following:

- (a) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement;
- (b) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement;
- (c) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement; and
- (d) the letter titled "Fees and Disbursements for Independent Dispute Avoidance and Resolution Panel" between the Principal, each Project Contractor and [REDACTED] dated on or about the date of this agreement.

Joint Project Committee means the committee established under the Master Interface Protocols Deed Poll.

Members means the four individuals appointed to the IDAR Panel in accordance with this Agreement.

Project Briefing has the meaning given in clause 6.

Project Contract has the meaning given in Recital A.

1.2 Terms defined in the Project Contracts

Terms used in this Agreement which are not otherwise defined will have the meaning given to them in the Project Contracts.

1.3 Interpretation

In this Agreement 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 Agreement 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 Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement 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 Agreement;
- (i) a reference to:
 - (i) a party or clause is a reference to a party or clause of or to this Agreement; 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 Agreement 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.

2. AGREEMENT TO PREVAIL

- (a) The parties agree that if there is any inconsistency between the terms of this Agreement and a Project Contract the terms of this Agreement will prevail to the extent of the inconsistency.
- (b) This Agreement is effective as of the date the Principal and the Members sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 16.

3. FORMATION OF THE IDAR PANEL

The parties acknowledge that the IDAR Panel:

- (a) has been formed;
- (b) is constituted by the Members;
- (c) will be chaired by that Member designated as Chair or such other Member as the Principal nominates, by written notice to the Members and Project Contractors, from time to time; and
- (d) must perform its obligations and functions under the Project Contracts and this Agreement.

4. ACCESSION BY PROJECT CONTRACTORS

- (a) The Principal will ensure that each Project Contractor who enters into a Project Contract that contemplates the involvement of the IDAR Panel in the relevant dispute resolution process accedes to this Agreement.
- (b) The Project Contractors may accede to this Agreement by execution of an Accession Deed Poll without the Continuing Parties' prior approval.
- (c) Upon accession of any Project Contractor to this Agreement as referred to in clause 4(a), the rights and liabilities of the parties to this Agreement will be as set out in this Agreement as amended in accordance with the requirements of the Accession Deed Poll.
- (d) The Principal will provide the Members with a copy of the Accession Deed Poll duly executed by the Project Contractor.

5. ROLE OF THE IDAR PANEL

The parties acknowledge and agree that the role of the IDAR Panel is to:

- (a) provide specialised expertise in technical and administration aspects of each Project Contract in order to assist the relevant parties in firstly, attempting to prevent, and if unable to prevent, in determining Disputes under each Project Contract in a timely manner;

- (b) function as an objective, impartial and independent body at all times; and
- (c) utilise knowledge gained from Disputes across each Project Contract in its recommendations and determinations.

6. **PROJECT BRIEFINGS**

- (a) The Principal will:
 - (i) hold meetings with the Members for the purpose of the Principal providing a Sydney Metro City & Southwest project briefing and update (**Project Briefing**); and
 - (ii) provide the Members at least 10 Business Days' notice to convene a Project Briefing.
- (b) The Members must attend the Project Briefings.
- (c) During the first Project Briefing, the IDAR Panel will establish procedures for the conduct of its routine site visits and other matters (excluding the rules governing the dispute resolution process as it relates to the IDAR Panel in each Project Contract) in accordance with the procedures included in Schedule 2 to this Agreement (unless otherwise agreed by the parties).

7. **JOINT PROJECT COMMITTEE**

- (a) The Chair must attend Joint Project Committee meetings.
- (b) The Principal will provide the Chair at least 10 Business Days' notice of each meeting of the Joint Project Committee.

8. **MEMBER'S OBLIGATIONS**

8.1 **Impartiality**

Each Member agrees to consider fairly and impartially the Disputes and other matters referred to the IDAR Panel.

8.2 **Independence**

Each Member agrees to act honestly and independently in the performance of its obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 8 of this Agreement.

8.3 **General Duties**

Each Member agrees to carry out his or her obligations as a Member of the IDAR Panel:

- (a) with due care and diligence;
- (b) in compliance with the Project Contracts and this Agreement; and
- (c) in compliance with all applicable Laws.

9. **SELECTION OF NOMINATED MEMBER**

- (a) Where a Dispute has been notified to the IDAR Panel by Notice of Issue under the relevant provisions of the Project Contract, and:
 - (i) the parties to the Dispute are unable to agree on a Nominated Member; or

- (ii) a Member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

the Chair must nominate a Nominated Member within a further 2 Business Days.

- (b) If a Member nominated under clause 9(a) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the Chair must nominate a further Nominated Member within a further 2 Business Days.
- (c) The Chair may not nominate itself as the Nominated Member.
- (d) If a replacement member appointed under clause 9(b) declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, the process in clause 9(b) will be reapplied until there are no Members to accept the appointment, in which case the Chair must request the Resolution Institute to appoint a replacement member. This appointment will be final and conclusive.

10. **SELECTION OF EXPERT**

The parties acknowledge and agree that:

- (a) those persons listed in Schedule 3:
 - (i) have been appointed by the Principal to a panel of subject-matter experts; and
 - (ii) may be recommended to determine a Dispute referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract; and
- (b) any Dispute which is referred to expert determination by a Notice of Dispute under the relevant provisions of the Project Contract will be conducted in accordance with the Resolution Institute's Expert Determination Rules, as modified by the relevant Project Contract.

11. **COSTS AND FEES**

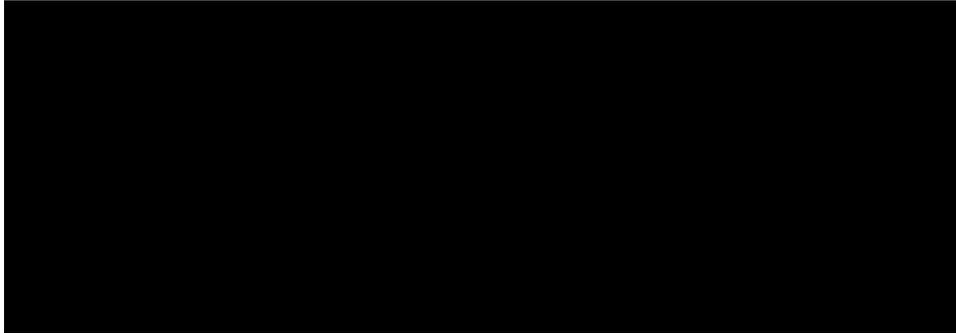
11.1 **Monthly retainer**

- (a) The Principal is liable for the payment of the Members' monthly retainer set out in the Fees and Disbursements Letter for each Member.
- (b) The Principal is liable for the payment of the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair.

11.2 **Agreed rates for work and services**

With respect to each Dispute between the Principal and a Project Contractor:

- (a) the Principal and the relevant Project Contractor are jointly and severally liable for the payment of the Members' fees and disbursements (other than those in clause 11.1), calculated in accordance with the Fees and Disbursements Letter for each Member; and
- (b) the Principal and the relevant Project Contractor agree as between themselves that:
 - (i) [REDACTED]



11.3 Payment claims

All claims for payment by the Members must be submitted and processed in accordance with the payment procedure set out in Schedule 4.

12. THE PARTIES' COMMITMENTS AND RESPONSIBILITIES

The Principal and each Project Contractor acknowledges and agrees that it must:

- (a) act in good faith towards each Member and the IDAR Panel;
- (b) comply with the reasonable requests and directions of the IDAR Panel; and
- (c) except for its participation in the IDAR Panel's activities as provided in the Project Contracts and this Agreement, not solicit advice or consultation from the IDAR Panel or the Members on matters dealing with the resolution of Disputes which may compromise the IDAR Panel's integrity or compliance with this Agreement.

13. CONFIDENTIALITY

In relation to all confidential information disclosed to the IDAR Panel at any time each Member agrees:

- (a) to keep that information confidential;
- (b) not to disclose that information except if compelled by Law to do so;
- (c) not to use that information for a purpose other than the resolution of the Dispute in relation to which the confidential information was disclosed; and
- (d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

14. CONFLICT OF INTEREST

- (a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform the Principal and each Project Contractor and the other Members.
- (b) The other Members will within [REDACTED] of notification under clause 14(a) confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member will immediately resign from the IDAR Panel and a reappointment will occur pursuant to clause 17.3.

15. LIABILITY AND INDEMNITY

15.1 Liability

Each Member is not liable to either the Principal or a Project Contractor for any act or omission done in good faith and with due care and diligence.

15.2 Indemnity

The Principal and each Project Contractor each indemnify each Member against all claims from a person not a party to this Agreement for any act or omission done in connection with this Agreement in good faith and with due care and diligence.

15.3 Due Care and Diligence

For the purpose of clauses 15.1 and 15.2, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

16. TERMINATION OF AGREEMENT

- (a) The Principal may terminate this Agreement by written notice to the Members and each Project Contractor.
- (b) Each Project Contractor's rights and obligations under this Agreement will terminate automatically upon termination of the Project Contractor's Project Contract, and the terms of this Agreement will be of no further force and effect.

17. MEMBERS' TERMINATION

17.1 Resignation

A Member may resign from the IDAR Panel by providing [REDACTED] written notice to the other Members, the Principal and each Project Contractor.

17.2 Termination

A Member's appointment may be terminated at any time by the Principal.

17.3 Re-Appointment

The parties acknowledge and agree that if:

- (a) a Member resigns under clause 14(b) or 17.1; or
 - (b) the appointment of a Member is terminated by the Principal under clause 17.2;
- then:
- (c) a replacement Member will be appointed by the Principal; and
 - (d) the parties, the Members and any new Member must enter into a replacement agreement substantially similar to this Agreement.

18. GOVERNING LAW

- (a) This Agreement will be governed by and construed in accordance with the Laws of the State of New South Wales.

- (b) Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

19. RELATIONSHIP OF THE PARTIES

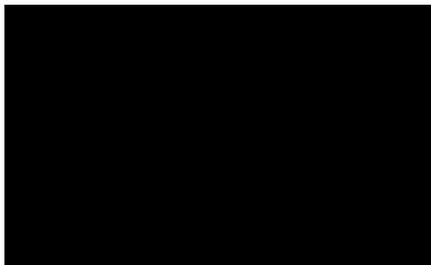
Nothing in this Agreement will be construed or interpreted as constituting the relationship between the Principal, the Project Contractors and the Members as that of partners, joint venturers or any other fiduciary relationship.

20. NOTICES

- (a) Any notices contemplated by this Agreement must be in writing and delivered to the relevant address, sent by email in the form of a .pdf file as set out below (or to any new address or email address that a party notifies to the others).

- (i) to the Principal:

- (ii) to the Members:



- (iii) to a Project Contractor: To the address or email address set out in the relevant Accession Deed Poll.

- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

- (c) A notice sent by email will be taken to have been received:

- (i) if it is transmitted by 5.00 pm (Sydney time) on a Business Day - on that Business Day; or

- (ii) if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day - on the next Business Day.

21. GIVING EFFECT TO THIS AGREEMENT

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement.

22. SURVIVAL OF TERMS

The parties agree that clauses 11 and 15 and this clause 22 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

23. WAIVER OF RIGHTS

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

24. **OPERATION OF THIS AGREEMENT**

- (a) Except as otherwise expressly specified in this Agreement, this Agreement contains the entire agreement between the parties about its subject matter, and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- (b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

25. **AMENDMENT**

- (a) Subject to clause 25(b), this Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.
- (b) The Principal may amend Schedule 3 by written notice without the Continuing Parties' prior approval.

26. **COUNTERPARTS**

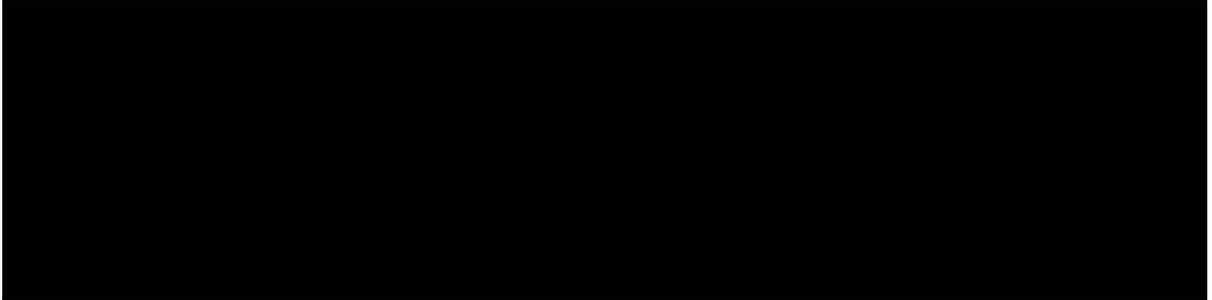
- (a) This Agreement may be executed in counterparts, which taken together constitute one instrument.
- (b) A party may execute this Agreement by executing any counterpart.

27. **ATTORNEYS**

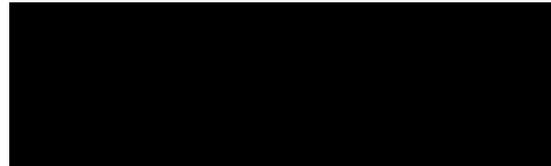
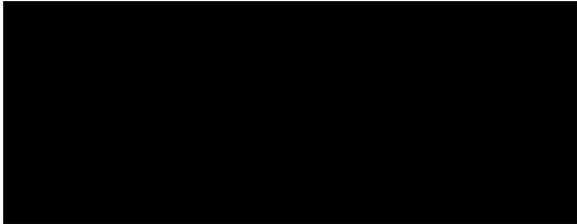
Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

EXECUTED as an agreement.

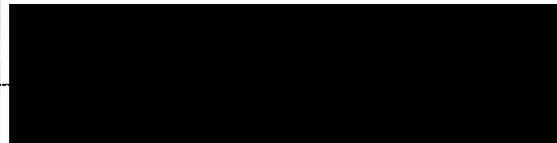
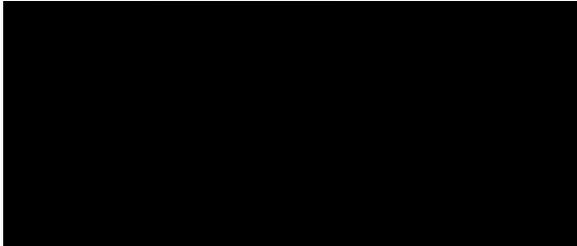
Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



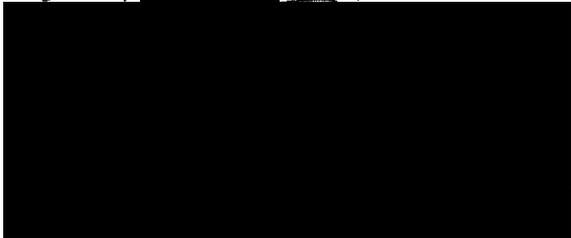
Signed by [redacted] in the presence of:



Signed by [redacted] in the presence of:



Signed by [redacted] in the presence of:



Signed by [redacted] in the presence of:

[redacted]

[redacted]

10

SCHEDULE 1

Form of Accession Deed Poll

THIS DEED POLL is made on [2018/2019]

BY: [Insert name] ABN [number] whose registered office is at [address] (**Acceding Party**)

IN FAVOUR OF: (1) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)

and

(2) **Members of the IDAR Panel** (collectively **Members**), namely:

(a)

(b)

(c)

(d)

and

(3) each person who has acceded to the IDAR Panel Agreement, (together (2) and (3) being the **Continuing Parties**).

RECITALS:

- (A) This deed poll is supplemental to the agreement titled "IDAR Panel Agreement" between the Principal and the Continuing Parties dated [insert] as amended or acceded to from time to time (**IDAR Panel Agreement**).
- (B) The Principal and the Continuing Parties are each party to the IDAR Panel Agreement.
- (C) The Principal has entered into the [insert name of relevant Project Contract] with the Acceding Party.
- (D) Each of the Continuing Parties has acknowledged and agreed that the Acceding Party will accede to the IDAR Panel Agreement.
- (E) By this deed poll, the Acceding Party accedes to the IDAR Panel Agreement and the IDAR Panel Agreement is amended on the terms set out in this deed poll.

THE ACCEDING PARTY COVENANTS AS FOLLOWS:

1. INTERPRETATION

Capitalised terms used in this deed poll and not otherwise defined have the same meanings as those given in the IDAR Panel Agreement. The following definitions apply in this deed poll:

Effective Date means the date of execution of this deed poll.

[Insert name of relevant Project Contract] means the contract entered into between the Principal and the Acceding Party titled [insert title] and dated [insert date].

2. PRIMARY COVENANTS

- (e) The Acceding Party:
 - (i) confirms that it has been supplied with a copy of the IDAR Panel Agreement;
and
 - (ii) covenants with each of the Principal and the Continuing Parties, with effect from the Effective Date, to be bound by the provisions of, and to perform all of its obligations under the IDAR Panel Agreement.
- (f) For the purposes of the IDAR Panel Agreement, the Acceding Party's representative is as set out below:

[Insert details of Acceding Party's representative]
- (g) For the purposes of clause 20 of the IDAR Panel Agreement, the Acceding Party's notice address details are as set out below:

Address:
Email:
For the attention of:
- (h) Clause 18 of the IDAR Panel Agreement applies to this deed poll.

EXECUTED as a deed poll.

[Note: Appropriate execution block to be inserted by the Acceding Party prior to execution.]

SCHEDULE 2

IDAR Panel General Operating Procedures

1. General

1.1 Each Project Contractor will furnish to each of the Members all documents necessary for the IDAR Panel to perform its functions, including copies of all Project Contract documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Members of Disputes and other matters.

1.2 The Members must make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.

1.3 Communications between the parties and the IDAR Panel for the purpose of attempting to prevent or resolve Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under the relevant Project Contract.

2. Frequency of regular meetings and site visits

2.1 The frequency and scheduling of meetings and site visits necessary to keep the IDAR Panel properly informed of the project circumstances will generally be agreed between the IDAR Panel and the parties to each Project Contract.

2.2 In the case of a failure to agree between the IDAR Panel and the parties to a Project Contract, the Principal will schedule the meetings and visits as it sees fit.

3. Agenda for regular meetings

3.1 IDAR Panel meetings held for the purposes of briefing and updating the Members on performance and progress of the work under each Project Contract and issues or potential issues between the relevant parties will be held on an in-confidence and without prejudice basis to encourage full and frank disclosure and discussions.

3.2 At the conclusion of the meeting, the IDAR Panel will generally inspect the Project Works and the Construction Site in the company of representatives of both parties to the relevant Project Contract. Any areas of the Project Works or Construction Site that are or may be the subject of any potential Dispute will be pointed out by the parties to the relevant Project Contract.

4. Minutes of meetings

4.1 The Chair will prepare minutes of the regular meetings of the IDAR Panel and these draft minutes will be circulated to the parties of the relevant Project Contract and the Members for comments, additions and corrections.

4.2 In accordance with clause 3.1 above, the minutes of IDAR Panel meetings held will be marked "in-confidence, without prejudice".

4.3 Minutes as amended will be adopted by the relevant parties and the Members at the next meeting.

5. Communications

5.1 All communications by the parties to the IDAR Panel outside the IDAR Panel meetings should be directed in writing to the Chair and copied to the other Members and to the

other party of the relevant Project Contract. All communications by the Members to the parties should be addressed to the Principal's Representative and the relevant Project Contractor's representative.

6. Representation

- 6.1 The parties must each ensure they are represented at IDAR Panel meetings by at least one senior project personnel and at least one senior off-site person to whom the on-site personnel reports. The parties must inform the Chair of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternatives.

SCHEDULE 3

Appointed panel of Experts

As notified by the Principal in writing.



SCHEDULE 4

Payment procedure

1. Payment claims

At the end of each month in which the Members perform services under this Agreement with respect to each Dispute between the Principal and a Project Contractor, each Member must submit to both the Principal and the relevant Project Contractor an account for payment on account of the Member's fees and disbursements:

- (a) setting out the value of the services performed in accordance with this Agreement during the relevant month;
- (b) calculated in accordance with the Fees and Disbursements Letter for that Member; and
- (c) in such form and with such details and supporting documentation as the Principal and the relevant Project Contractor may reasonably require (including details of the time expended by the Member in performing the services).

2. Payment and notification of disputed amounts

- (a) Within 20 Business Days after receipt of the account for the month (submitted in accordance with section 1 of this Schedule 4):
 - (i) the Principal must pay:
 - (A) the Member's monthly retainer set out in the Fees and Disbursements Letter for that Member; and
 - (B) the Chair's attendance at the Joint Project Committee as set out in the Fees and Disbursements Letter for the Chair; and
 - (ii) the Principal and the relevant Project Contractor must each pay each Member of the amount claimed by each Member for services performed (other than those in (i) above) during the month which is not disputed.
- (b) If the Principal or the relevant Project Contractor disagrees with the amount included in an account submitted by a Member then, within 10 Business Days of receipt of the relevant Member's account, the Principal or the relevant Project Contractor (as applicable) must notify the relevant Member in writing of the reasons for any amount which is disputed (with a copy to the Principal and the relevant Project Contractor).
- (c) If the Principal, the relevant Project Contractor and the relevant Member do not resolve the matter within 10 Business Days after the issue of the Principal's or the relevant Project Contractor's written notice, the Principal and the relevant Project Contractor (acting reasonably) must jointly determine the dispute. Any determination by the Principal and the relevant Project Contractor in respect of the amount payable must be given effect to by the Principal, the relevant Project Contractor and the relevant Member unless and until it is reversed or overturned in any subsequent court proceedings.

3. Goods and services tax

- (a) A party must pay GST on a taxable supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that taxable supply. The party making the taxable supply must provide a valid tax invoice to

the other party at or before the time that the other party is required to pay the GST.

- (b) Terms used in this section 3 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

FORM OF FEES AND DISBURSEMENTS LETTER

[Date]

[Member details]

Dear [Member]

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [Member] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

Item	Work scope/description	Fee arrangement	Fee (excl. GST)
1.	Preparation for, and attendance at, one Project Briefing per month		
2.	<i>(Chair only)</i> Preparation for, and attendance at, Joint Project Committee meetings		
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)		
4.	Disbursements		
5.	Rates escalation		

Payment terms

Payment terms will be in accordance with Schedule 4 of the IDAR Panel Agreement.

Counterparts

This Fees and Disbursements Letter may be executed in counterparts, which taken together constitute one instrument. A party may execute this Fees and Disbursements Letter by executing any counterpart.

Acceptance

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by SYDNEY METRO ABN 12 354 063 515 by its authorised delegate in the presence of:

Signature of witness

Signature of [insert position]

Full name of witness

Name of [insert position]

Signed by [Member] in the presence of:

Signature of Witness

Signature

Name of Witness in full

FEES AND DISBURSEMENTS LETTER

11th February 2019



Dear

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

Item	Work scope/description	Fee arrangement	Fee (excl. GST)
1.	Preparation for, and attendance at, one Project Briefing per month		
2.	(Chair only) Preparation for, and attendance at, Joint Project Committee meetings		
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)		
4.	Disbursements		
5.	Rates escalation		

Payment terms

Payment terms will be in accordance with Schedule 4 of the IDAR Panel Agreement.

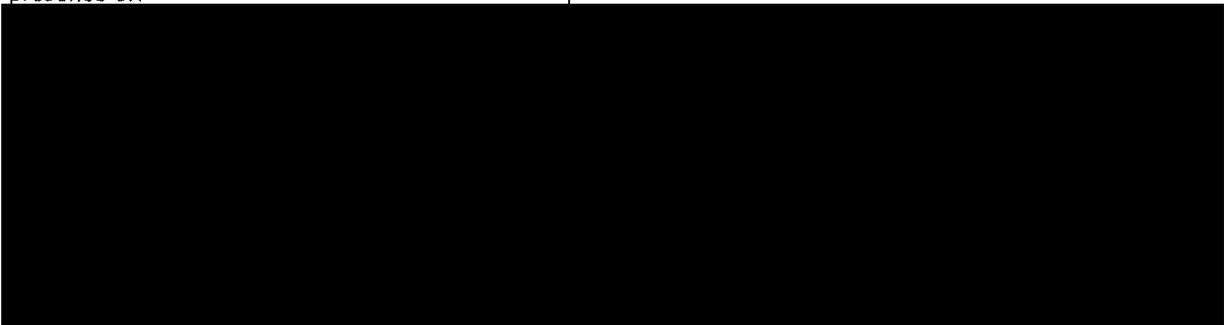
Counterparts

This Fees and Disbursements Letter may be executed in counterparts, which taken together constitute one instrument. A party may execute this Fees and Disbursements Letter by executing any counterpart.

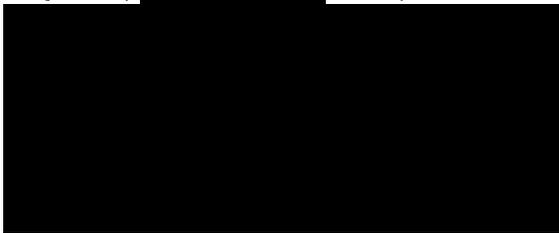
Acceptance

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



Signed by [redacted] in the presence of:



FEES AND DISBURSEMENTS LETTER

11th February 2019

[Redacted]

Dear [Redacted]

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [Redacted] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

Item	Work scope/description	Fee arrangement	Fee (excl. GST)
1.	Preparation for, and attendance at, one Project Briefing per month	[Redacted]	[Redacted]
2.	(Chair only) Preparation for, and attendance at, Joint Project Committee meetings		
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)		
4.	Disbursements		
5.	Rates escalation		

Payment terms

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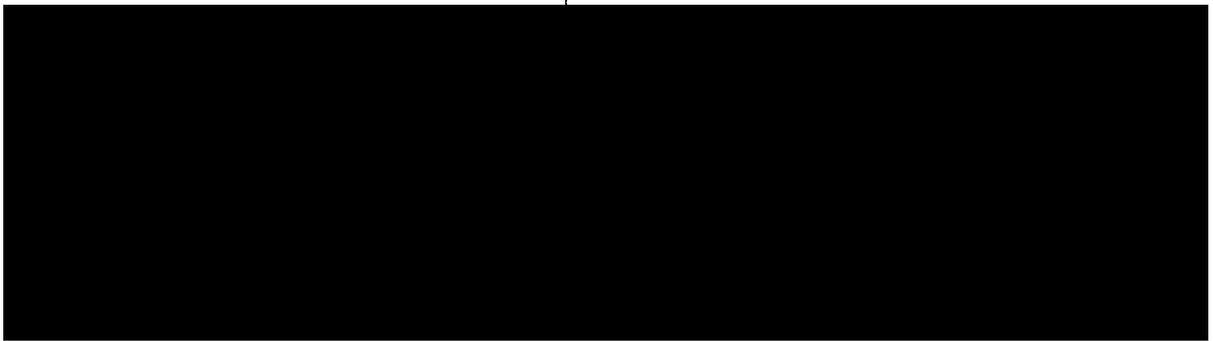
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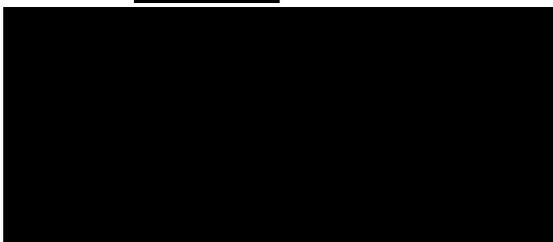
Acceptance

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



Signed by [redacted] in the presence of:



FEES AND DISBURSEMENTS LETTER

11th February 2019

[Redacted]

Dear [Redacted]

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [Redacted] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

Item	Work scope/description	Fee arrangement	Fee (excl. GST)
1.	Preparation for, and attendance at, one Project Briefing per month	[Redacted]	[Redacted]
2.	(Chair only) Preparation for, and attendance at, Joint Project Committee meetings		
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)		
4.	Disbursements		
5.	Rates escalation		

Payment terms

Payment terms will be in accordance with Schedule 4 of the IDAR Panel Agreement.

Counterparts

This Fees and Disbursements Letter may be executed in counterparts, which taken together constitute one instrument. A party may execute this Fees and Disbursements Letter by executing any counterpart.

Acceptance

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



Signed by [redacted] in the presence of:



FEES AND DISBURSEMENTS LETTER11th February 2019

Dear [REDACTED]

Fees and Disbursements for IDAR Panel

This letter (**Fees and Disbursements Letter**) forms part of the IDAR Panel Agreement between Sydney Metro, each Project Contractor and Members of the IDAR Panel dated on or about the date of this Fees and Disbursements Letter.

All defined terms used in this Fees and Disbursements Letter have the meaning given to them in the IDAR Panel Agreement.

The fees and disbursements due to [REDACTED] in respect of his/her responsibilities as a Member of the IDAR Panel are agreed as follows:

Item	Work scope/description	Fee arrangement	Fee (excl. GST)
1.	Preparation for, and attendance at, one Project Briefing per month	[REDACTED]	[REDACTED]
2.	(Chair only) Preparation for, and attendance at, Joint Project Committee meetings		
3.	All other work carried out in connection with this Agreement, other work set out in items (1) and (2)		
4.	Disbursements		
5.	Rates escalation		

Payment terms

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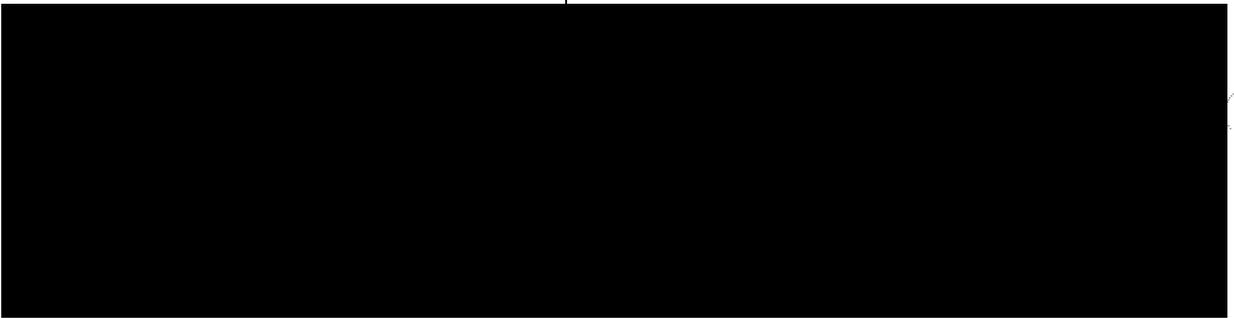
Counterparts

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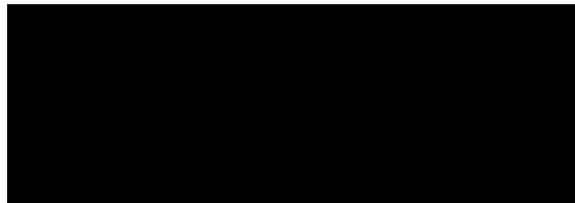
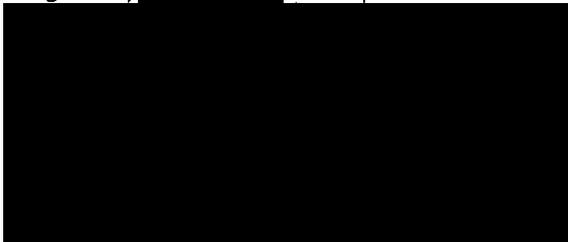
Acceptance

Please acknowledge your acceptance of the fees and disbursements of this letter by signing, dating and returning the enclosed copies to Sydney Metro.

Executed by **SYDNEY METRO ABN 12 354 063 515** by its authorised delegate in the presence of:



Signed by [redacted] in the presence of:



SCHEDULE A21. – FORM OF DEED OF NOVATION

(Clause 32.7(a)(iii)(A))

DEED OF NOVATION made at _____ on _____ 20____

BETWEEN:

- (1) [Insert name and ABN] of [Insert] (**Retiring Party**);
- (2) [Insert name and ABN] of [Insert] (**Continuing Party**); and
- (3) [Insert name and ABN] of [Insert] (**Substitute Party**).

RECITALS:

- (A) The Retiring Party and the Continuing Party are parties to the Contract.
- (B) The Retiring Party and the Substitute Party have asked the Continuing Party to agree to the novation of the Contract on the terms of this deed.
- (C) The Continuing Party has agreed to the novation of the Contract on the terms of this deed.

THIS DEED PROVIDES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Defined terms in the Contract have the same meanings in this deed, unless the contrary intention appears.

In this deed:

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

Contract means the agreement between the Retiring Party and the Continuing Party [described in the Schedule *or insert description here*].

Contract Guarantees means the guarantees issued or required to be issued under the Contract in respect of the performance by a party to the Contract, by a bank or insurer and/or, where required by the Contract, by a Related Entity of that party.

Effective Date means [*the date of this deed or the date agreed by the parties from which the novation will be effective*].

GST means the Goods and Services Tax as defined in the *A New Tax System (Goods and Services) Act 1999* (Cth).

Liability means all liabilities, losses, Claims, damages, outgoings, costs and expenses of whatever description.

Related Entity has the meaning ascribed to that term in section 9 of the *Corporations Act 2001* (Cth).

2. INTERPRETATION

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) and unless the context indicates a contrary intention:
- (c) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (d) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (j) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (k) "includes" in any form is not a word of limitation; and
- (l) a reference to "\$" or "dollar" is to Australian currency.

3. NOVATION

3.1 Novation

From the Effective Date:

- (a) the parties novate the Contract so that the Substitute Party and the Continuing Party are parties to a new agreement on the same terms as the Contract; and
- (b) any reference in the Contract to the Retiring Party will be read as a reference to the Substitute Party.

3.2 Assumptions of rights and obligations

- (a) From the Effective Date the Substitute Party:

- (i) will be bound by and will comply with the terms of the Contract as amended by this deed, and will enjoy the rights and benefits conferred on the Retiring Party under the terms of the Contract; and
- (ii) will assume the obligations and Liability of the Retiring Party under the terms of the Contract,

in all respects as if the Substitute Party had originally been named in the Contract as a party instead of the Retiring Party.

- (b) From the Effective Date the Continuing Party will comply with the terms of the Contract on the basis that the Substitute Party has replaced the Retiring Party under the Contract in accordance with this deed.

3.3 Release by Continuing Party

From the Effective Date:

- (a) the Continuing Party releases the Retiring Party from:
 - (i) any obligation or Liability under or in respect of the Contract; and
 - (ii) (any action, claim and demand it has against the Retiring Party under or in respect of the Contract; and
- (b) this release does not affect any rights the Continuing Party may have against the Substitute Party as a result of the assumption by the Substitute Party under the terms of this deed of the obligations and Liability of the Retiring Party under the terms of the Contract.

3.4 Release by Retiring Party

From the Effective Date the Retiring Party releases the Continuing Party from:

- (a) any obligation or Liability under or in respect of the Contract; and
- (b) any action, Claim and demand it has, or but for this clause would have had against the Continuing Party under or in respect of the Contract,

except that nothing in this clause affects the obligations of the Continuing Party to the Substitute Party under the Contract.

3.5 Insurance

From the Effective Date:

- (a) the Substitute Party must have in place insurances which replace the insurances required to be effected and maintained by the Retiring Party under the terms of the Contract; and
- (b) the Continuing Party must take the necessary steps to ensure that, for all insurances required to be effected by the Continuing Party under the terms of the Contract, the Substitute Party is named in place of the Retiring Party as required by the Contract.

3.6 Replacement of Guarantees

From the Effective Date the Substitute Party must have in place guarantees which replace the Contract Guarantees on similar terms in favour of the Continuing Party.

3.7 Indemnity

The Retiring Party must indemnify the Substitute Party and each of their officers, employees and agents from and against any Loss (including legal costs on a full indemnity basis) in respect of or arising out of or as a result of the Substitute Party assuming the obligations and Liabilities of the Retiring Party under or in connection with the Contract that the Continuing Party may have or claim to have or might have had against the Retiring Party under or in connection with the Contract but for the operation of this deed, regardless of whether those obligations or Liabilities arose before or after the Effective Date.

4. OVERRIDING EFFECT

The parties agree that the execution and operation of this deed will for all purposes be regarded as due and complete compliance with the terms of the Contract relating to any requirement for consent to assignment of the Contract so far as any such provisions would apply with respect to the novation of the Contract to the Substitute Party.

5. REPRESENTATIONS AND WARRANTIES

5.1 Authority

Each party represents and warrants to each other party that it has full power and authority to enter into and perform its obligations under this deed.

5.2 Authorisations

Each party represents and warrants to each other party that it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.

5.3 Binding obligations

Each party represents and warrants to each other party that this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

6. DUTIES, COSTS AND EXPENSES

6.1 Stamp Duty

The Substitute Party must pay all stamp duty, duties or other taxes of a similar nature (including but not limited to any fines, penalties and interest) in connection with this deed or any transaction contemplated by this deed (except to the extent the terms of the Contract provide otherwise).

6.2 Costs

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

6.3 GST

(a) Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

- (b) If GST is payable on a supply made under this deed by an entity (**Supplier**), the party providing the consideration for that supply must, in addition to any other amounts payable under any provision of this deed, pay an additional amount equal to the GST payable by the Supplier on that supply. The additional amount must be paid, and the Supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause 6.3 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999*.

7. GENERAL

7.1 Governing Law

This deed is governed by and must be construed according to the laws of New South Wales.

7.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) 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 proceedings have been brought in an inconvenient forum, if that venue falls within clause 7.2(a).

7.3 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

7.4 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the 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) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of any other breach of that term or of a breach of any other term of this deed.

7.5 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

7.6 Severance

If at any time a 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.

7.7 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

7.8 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.

Schedule [if needed]

Contract
(clause 1.1)

.....
.....

Executed as a deed.

Executed by [*Insert Name and ABN of Retiring Party*] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Executed by [*Insert Name and ABN of Continuing Party*] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Executed by [*Insert Name and ABN of Substitute Party*] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

SCHEDULE A22. - FORM OF SUBCONTRACTOR WARRANTIES

(Clause 17.5(a))

THIS DEED POLL is made the _____ day of _____ 20

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

[**Insert name of relevant beneficiary**] ABN [] of [], [],

(together, the **Beneficiaries**)

BY: That person described in Item 1 of the Schedule (**Warrantor** which expression will include that person's successors and assigns).

RECITALS

- (A) The Warrantor has supplied the items described in Item 2 of the Schedule (**Equipment**) to the person described in Item 3 of the Schedule (the **PS Contractor**) or the person described in Item 4 of the Schedule (**PS Contractor's Subcontractor**) for the Pitt Street Station component of Sydney Metro City & Southwest being carried out by PS Contractor under the deed described in Item 5 of the Schedule (**Deed**).
- (B) It is a requirement imposed by the Principal under the Deed that the PS Contractor procures the Warrantor to give the following warranties in favour of the Beneficiaries with respect to the Equipment.

OPERATIVE PROVISIONS

1. The Warrantor:
- (a) warrants to the Beneficiaries that the Equipment will be to the quality and standard stipulated by the Deed and will be of merchantable quality and fit for the purpose for which it is required; and
 - (b) gives the warranty more particularly set out in Item 6 of the Schedule with respect to the Equipment.
2. The warranties in clause 1 are in addition to and do not derogate from any warranty implied by law in respect of the Equipment.
3. The Warrantor warrants to each Beneficiary that it will:
- (a) replace so much of the Equipment as is found to be of a lower quality or standard than that referred to in clause 1; or
 - (b) replace or, where practicable, make good so much of the Equipment as shows deterioration of such extent that in the opinion of either Beneficiary the Equipment ought to be made good or replaced in order to achieve fitness for the purpose for which it is required, whether on account of utility, performance, appearance or otherwise,
- within the period described in Item 6 of the Schedule.
4. The Warrantor covenants to each Beneficiaries that it will bear the cost of any work necessary to any part of Sydney Metro City & Southwest to enable the requirements of clause 3 to be carried out or to make good Sydney Metro City & Southwest afterwards.

5. The Warrantor acknowledges to the Beneficiaries that nothing contained in this Deed Poll is intended to nor will render the Beneficiaries in any way liable to the Warrantor in relation to any matters arising out of the Deed or otherwise.
6. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiaries.
7. This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
8. The Warrantor irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
9. For the avoidance of doubt, this Deed Poll is enforceable by any of the Beneficiaries.
10. The aggregate of the Warrantor's liability to the Beneficiaries under this Deed Poll and the Warrantor's liability to PS Contractor under any contract entered into by the Warrantor in relation to Sydney Metro City & Southwest (Warrantor Contract) will not exceed the liability that the Warrantor would have had under the Warrantor Contract if the Warrantor Contract had named, as parties having the benefit of the performance of the obligations of the Warrantor:
 - (a) the Beneficiaries; and
 - (b) the PS Contractor.

SCHEDULE

- Item 1:** [Name and address of Warrantor]
(Parties)
- Item 2:** [Details of the Equipment]
(Recital A)
- Item 3:** [Name of the PS Contractor]
(Recital A)
- Item 4:** [PS Contractor's Subcontractor]
(Recital A)
- Item 5:** The deed titled "Pitt Street Integrated Station Development – Station Delivery Deed" entered into between the Principal and the PS Contractor on or about [insert].
(Recital A)
- Item 6:** [Detailed warranty of Warrantor]
(Clause 3)

Executed as a deed poll.

Executed by [*name of Warrantor*] in the presence of:

Signature of witness

Signature of authorised signatory

Name of witness in full

Name of authorised signatory in full



SCHEDULE A23. – DESIGNER DEED OF COVENANT

(Clause 17.1(c))

THIS DEED POLL is made the _____ day of _____ 20

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

By: [Insert] (ABN [Insert]) of [Insert] (Designer)

RECITALS

- (A) The Principal has engaged [Insert] (**PS Contractor**) to carry out certain works for the Principal by a contract dated [Insert] (**Contract**).
- (B) The PS Contractor has engaged the Designer by agreement dated [Insert] (**Subcontract**) to carry out the professional services to be performed under the Subcontract (**Professional Services**) for the purposes of the performance of the PS Contractor's obligations under the Contract as they relate those design services.
- (C) Under the Contract, the PS Contractor is required to procure the Designer to execute this Deed Poll in favour of the Principal.

OPERATIVE

1. Duty of Care

- (a) The Designer:
 - (i) warrants to the Principal that:
 - (A) in performing the Professional Services, it will exercise the standard of skill, care and diligence that would be expected of a designer experienced in the provision of the type of professional services required by the Principal;
 - (B) the Professional Services will be fit for the intended purposes disclosed in or reasonably able to be inferred from the SWTC, which is a schedule to the deed; and
 - (C) the Professional Services do not and will not infringe any patent, registered design, trademark or name, copyright or other protected right;
 - (ii) acknowledges that:
 - (A) in performing the Professional Services it will owe a duty of care to the Principal; and
 - (B) it is aware that the Principal will be relying upon the skill and judgment of the Designer in performing the Professional Services and the warranties given by the Designer in this deed poll; and
 - (iii) must promptly advise the Principal about any matter in which the Designer has been instructed by the PS Contractor to provide the Professional Services in a manner which is, or may result in an outcome which is, not in

accordance with the requirements of the Subcontract, including without limitation:

- (A) where the PS Contractor's instructions in relation to design are not consistent with the Subcontract or may result in the works under the Subcontract not being fit for their intended purpose; or
 - (B) where the PS Contractor's instructions require the Designer to issue a certificate where the conditions for the issue of that certificate under the Subcontract have not been satisfied.
- (b) The Designer must carry out the Professional Services so as to minimise any interference with, disruption or delay to the services and work carried out by the other contractors engaged by the Principal.

2. Notices

- (a) Any notices contemplated by, or arising out of or in any way in connection with, this deed poll must be in writing and delivered to the relevant address or sent to the facsimile number shown below (or to a party's new address or email address which that party notifies to the others):
- (i) to the Principal: Level 43, 680 George Street, Sydney NSW 2000
Email: **[to be completed]**
 - (ii) to the Designer: **[to be completed]**
Email: **[to be completed]**
- (b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.
- (c) A notice sent by email will be taken to have been received:
- (i) if it is transmitted before 5.00pm (Sydney time) on a Business Day, on that Business Day; or
 - (ii) if it transmitted after 5:00pm (Sydney time) on a Business Day, or a day that is not a Business Day, on the next Business Day.
- (d) If the Designer is a foreign company (as defined in the *Corporations Act 2001* (Cth)), the Designer must within 10 Business Days of the date of this deed poll:
- (i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed poll; and
 - (ii) obtain the process agent's consent to the appointment.
- (e) The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent.

3. Miscellaneous

- (a) This deed poll will be construed in accordance with the law of the State of New South Wales and the Designer irrevocably submits to the jurisdiction of the Courts of that State.
- (b) This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

4. **Limit of Liability**

The aggregate of the Designer's liability to the Principal under this deed poll and the Designer's liability to the PS Contractor under the Subcontract will not exceed the liability that the Designer would have had under the Subcontract if the Subcontract had named, as parties having the benefit of the performance of the obligations of the Designer:

- (a) the Principal; and
- (b) the PS Contractor.

SCHEDULE 1

[Insert description of Professional Services] as more particularly described in the Subcontract.

EXECUTED as a deed poll.

EXECUTED by [*Insert Name and ABN of Designer*] in accordance with section 127 of the *Corporations Act 2001* (Cth);

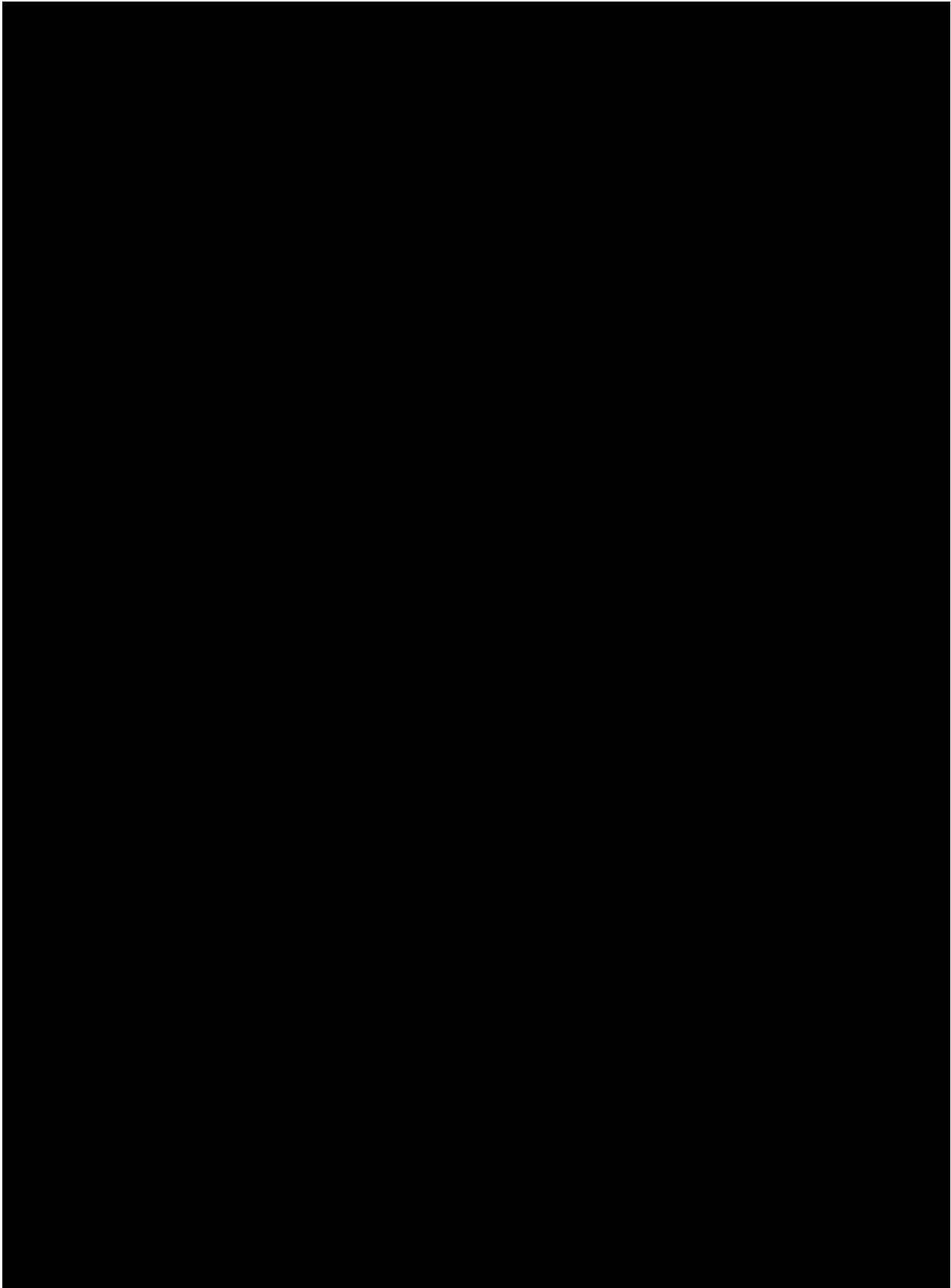
Signature of Director

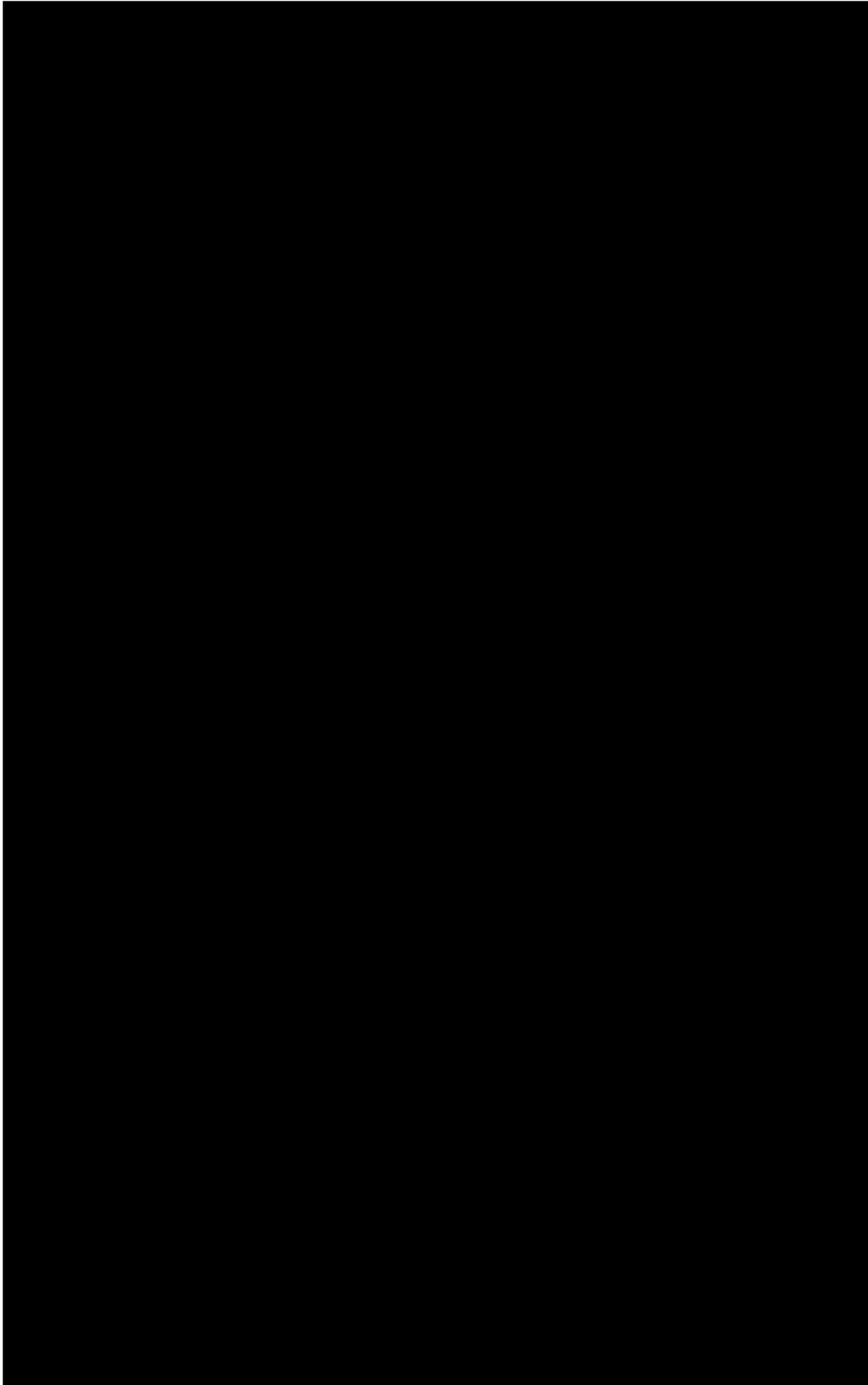
Signature of Secretary/other Director

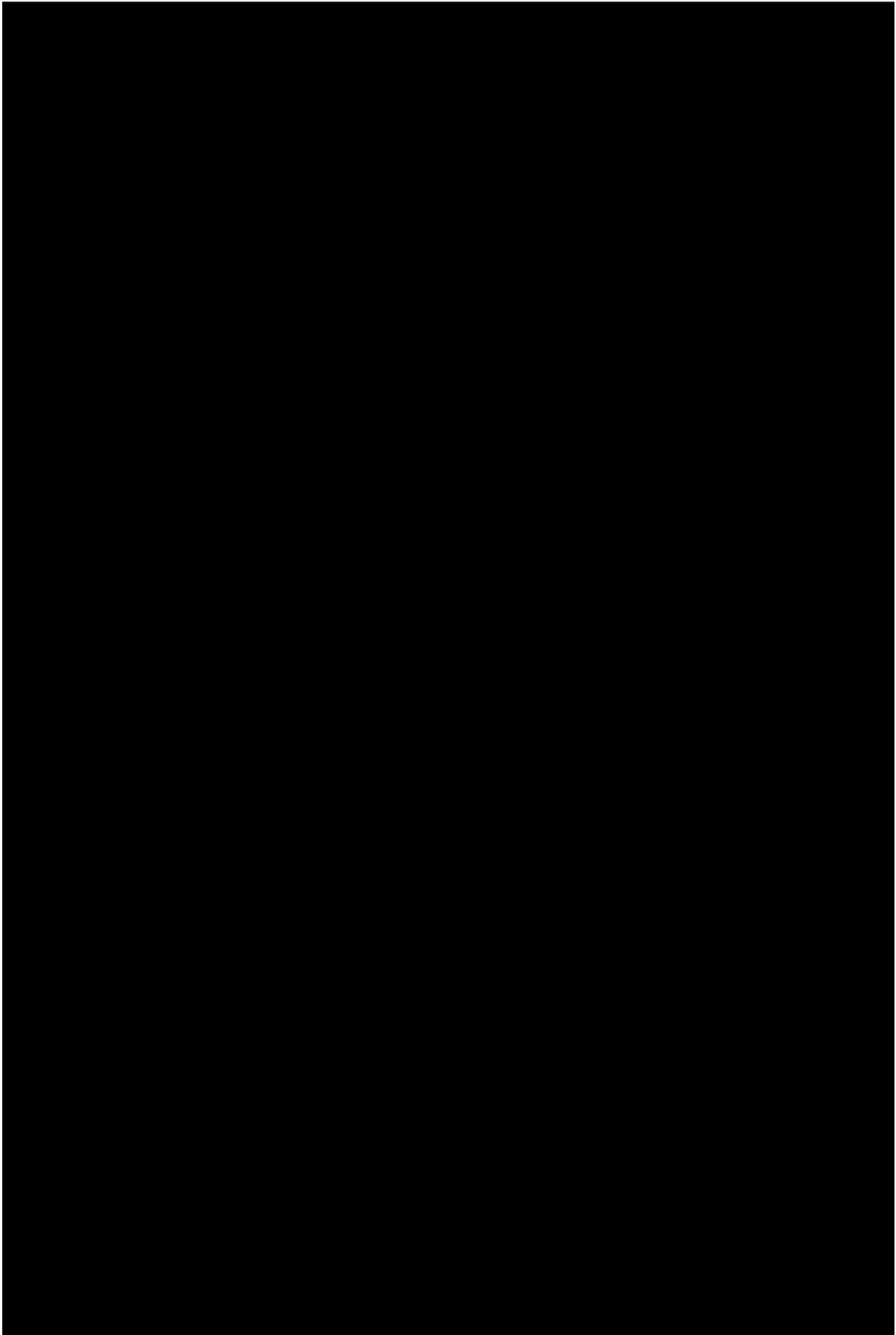
Name of Director in full

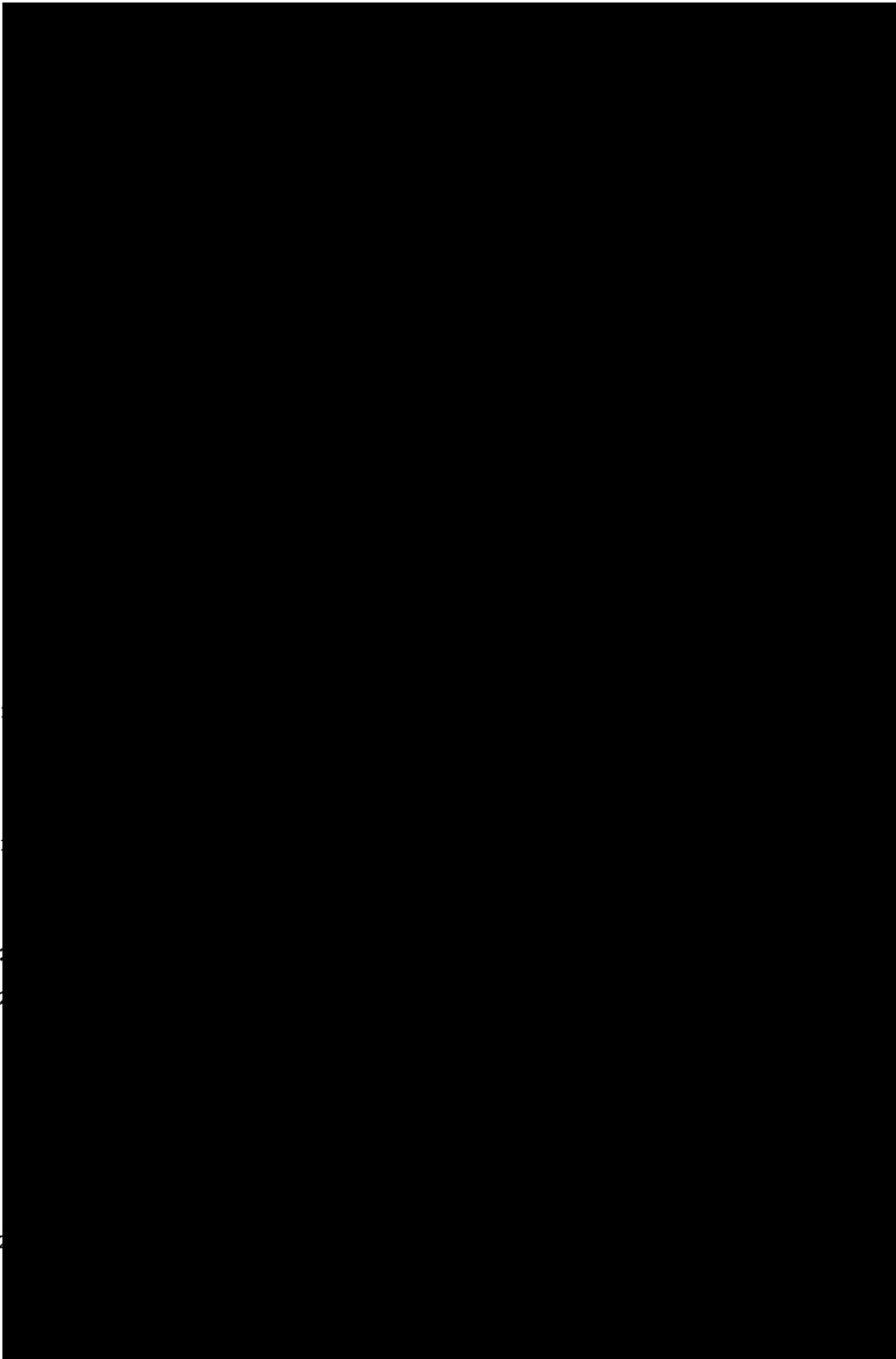
Name of Secretary/other Director in full

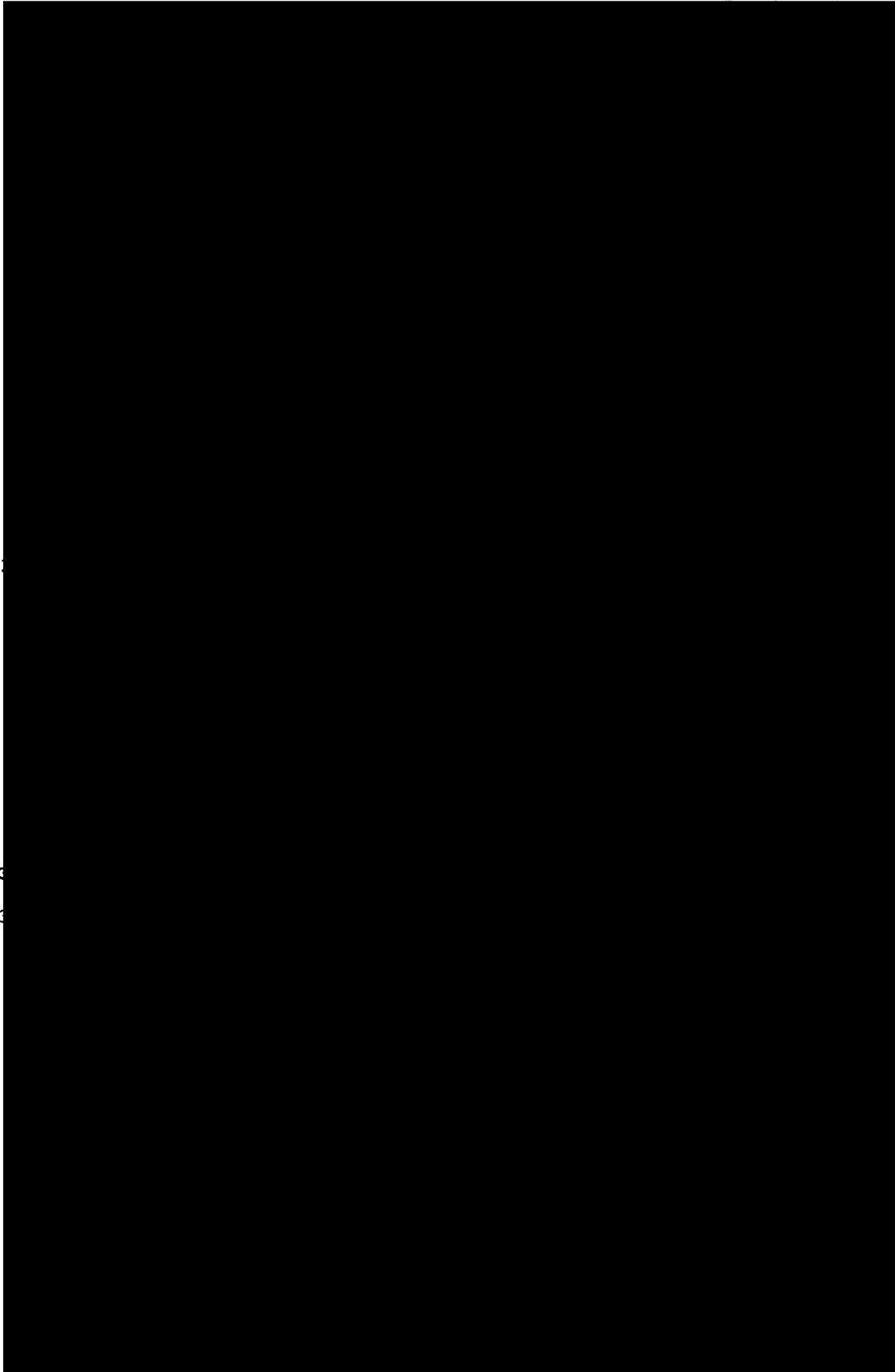
SCHEDULE A24. – OPERATOR COOPERATION AND INTEGRATION DEED

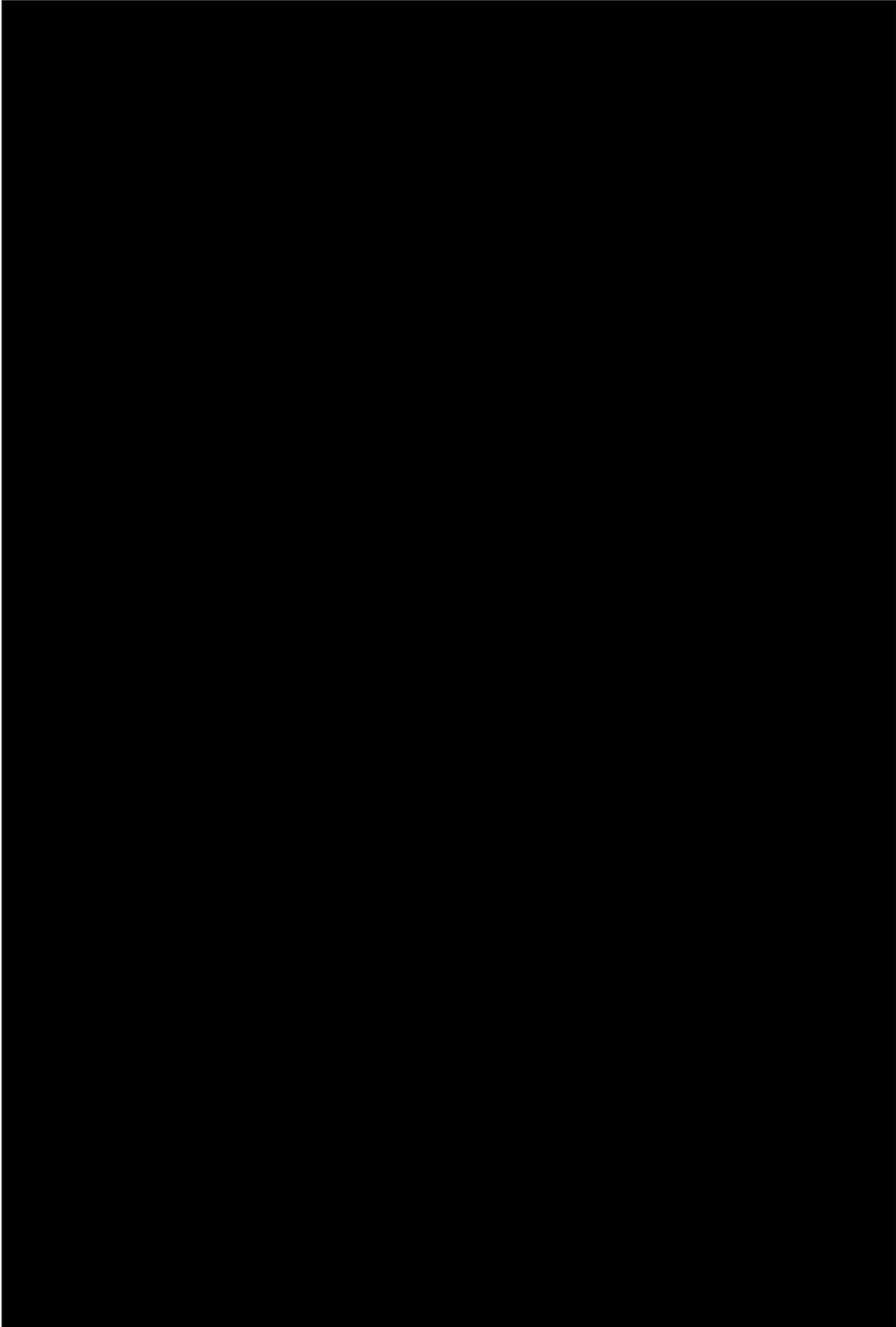


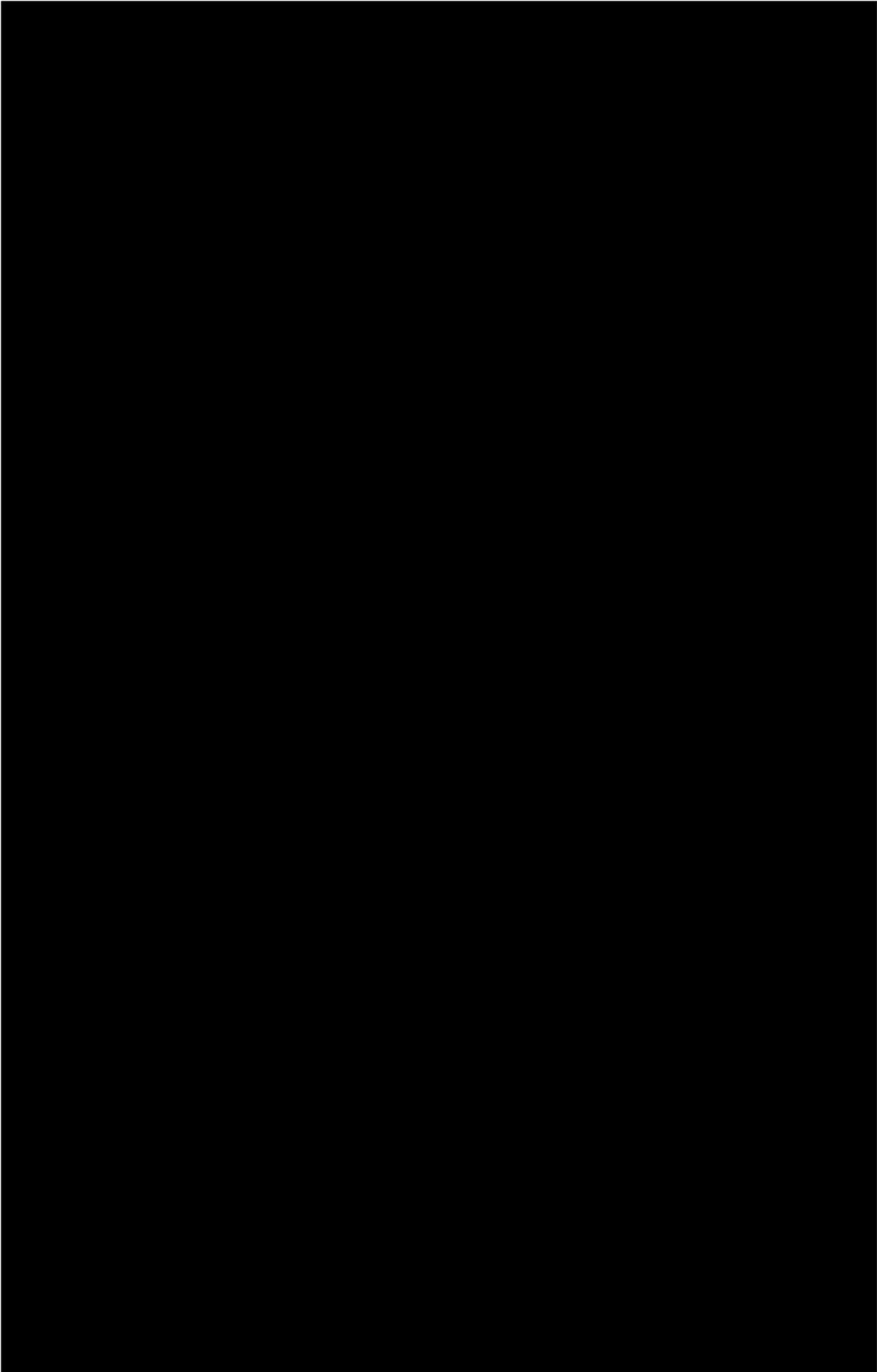


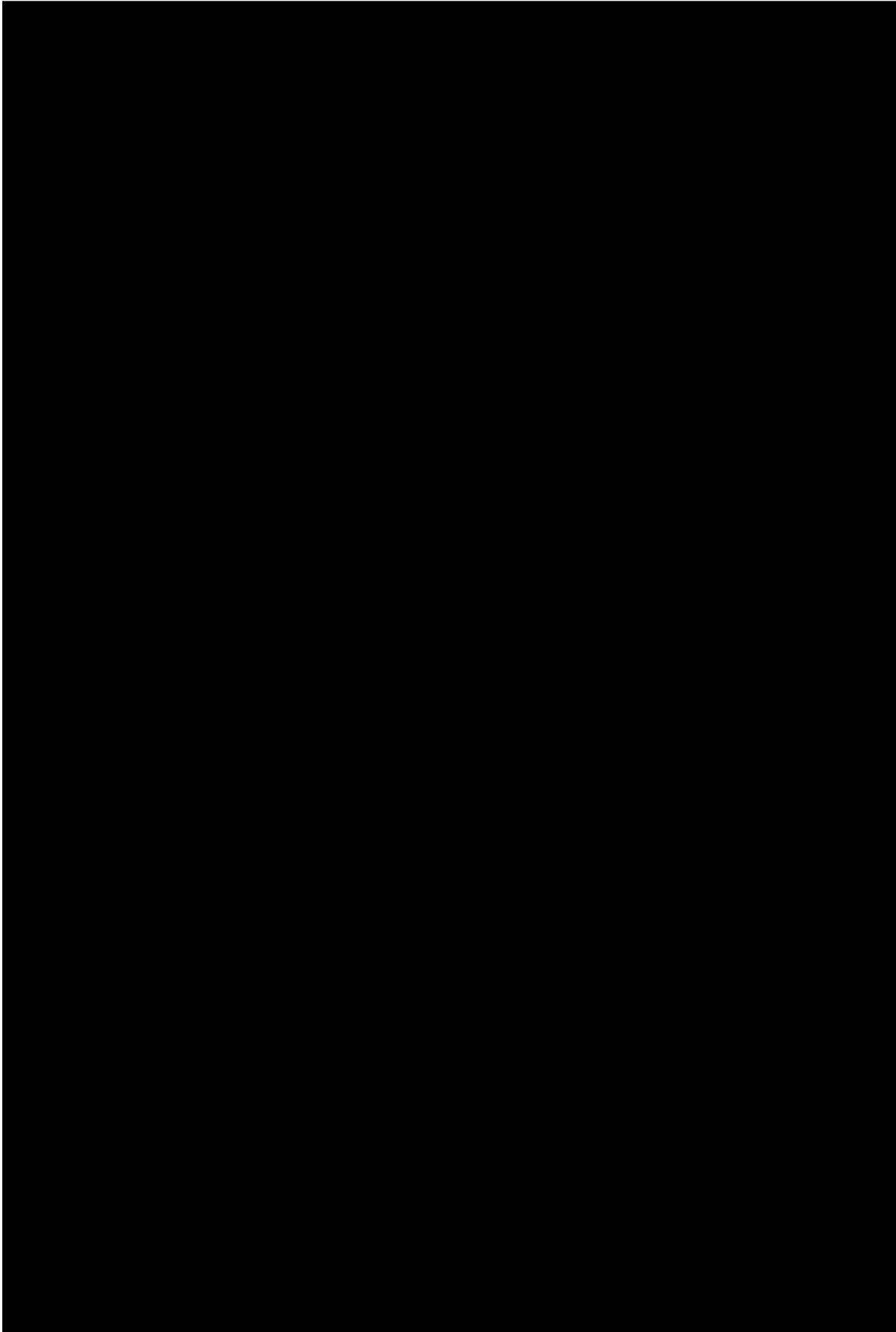


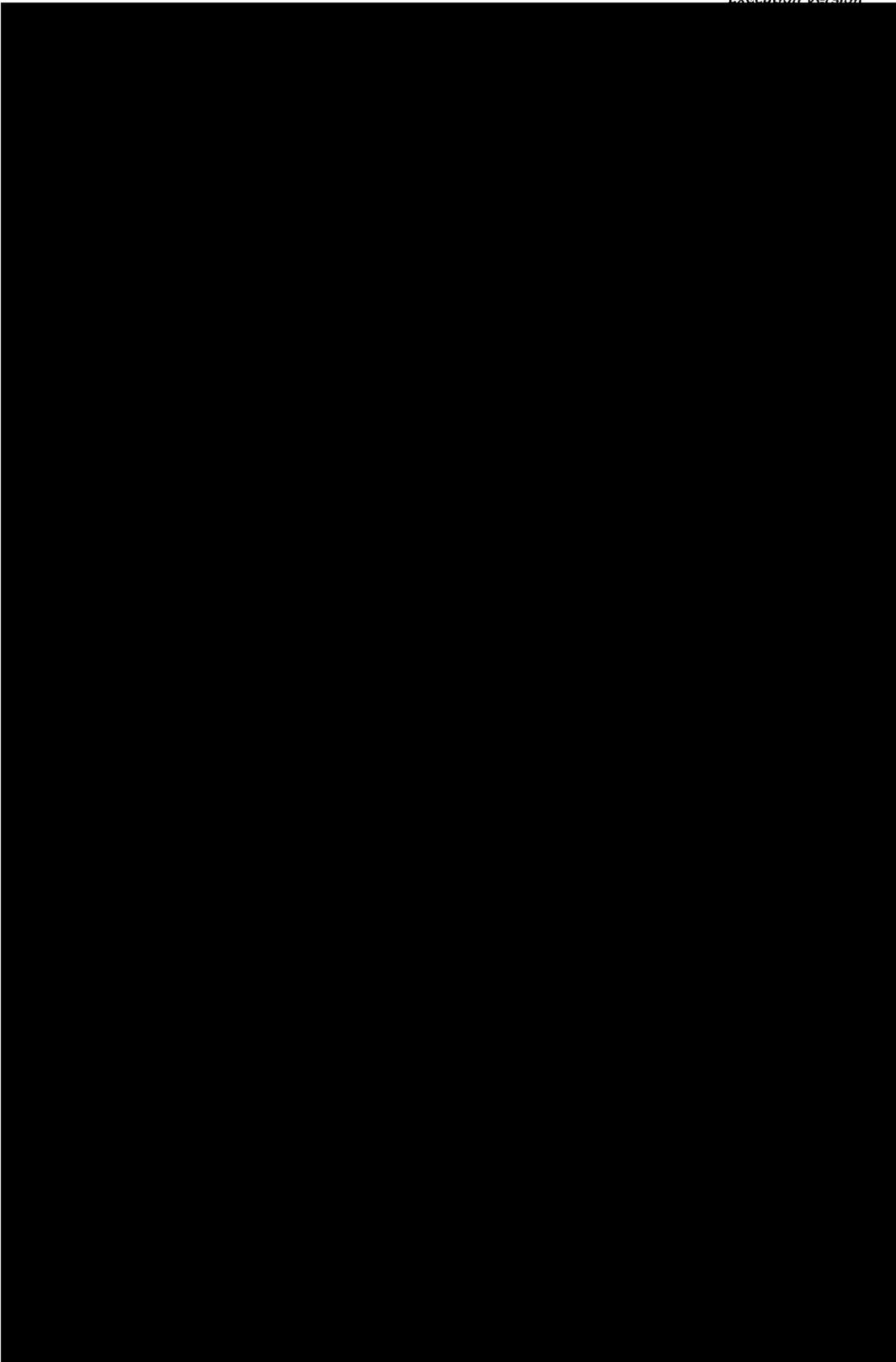


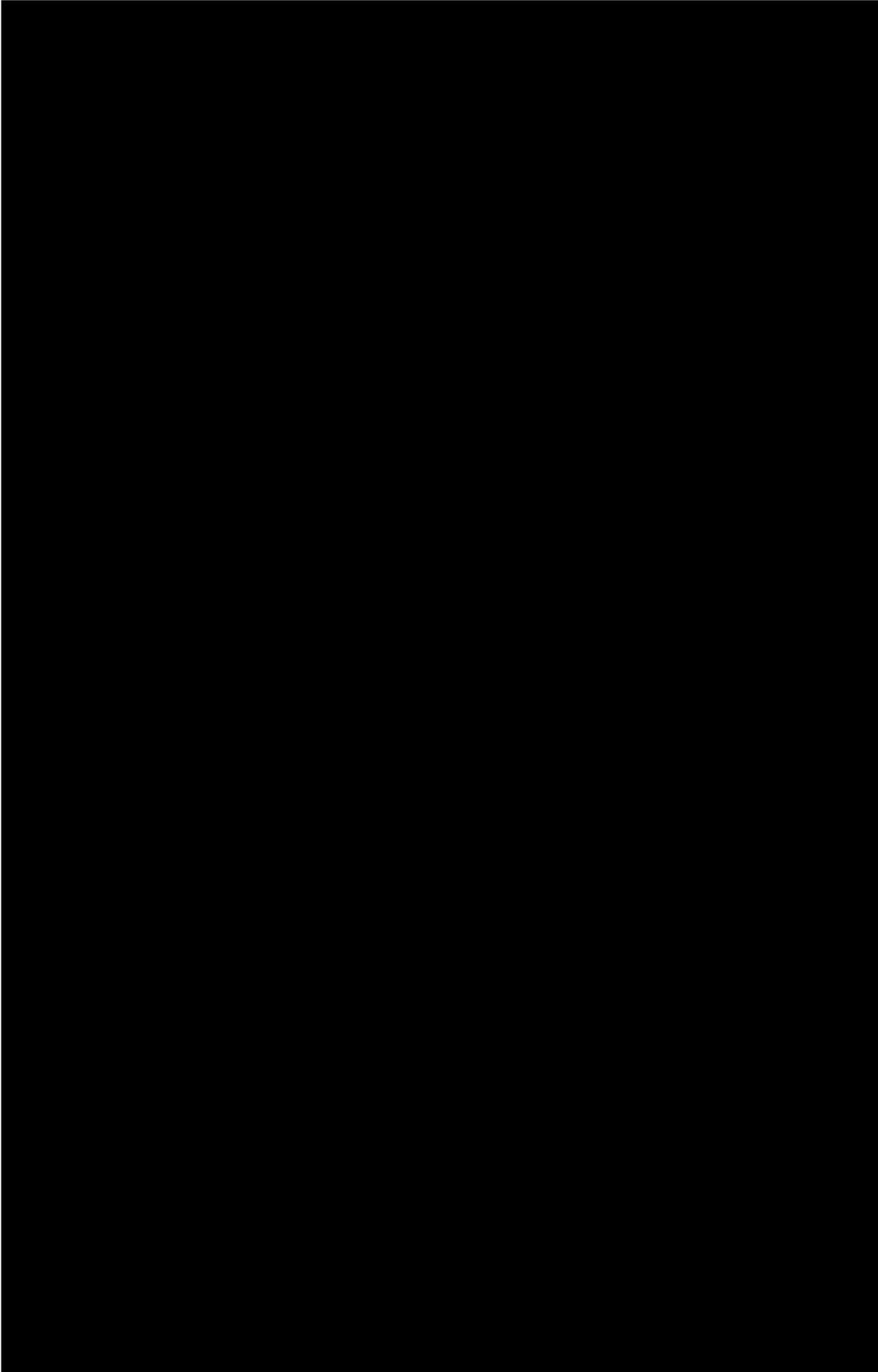


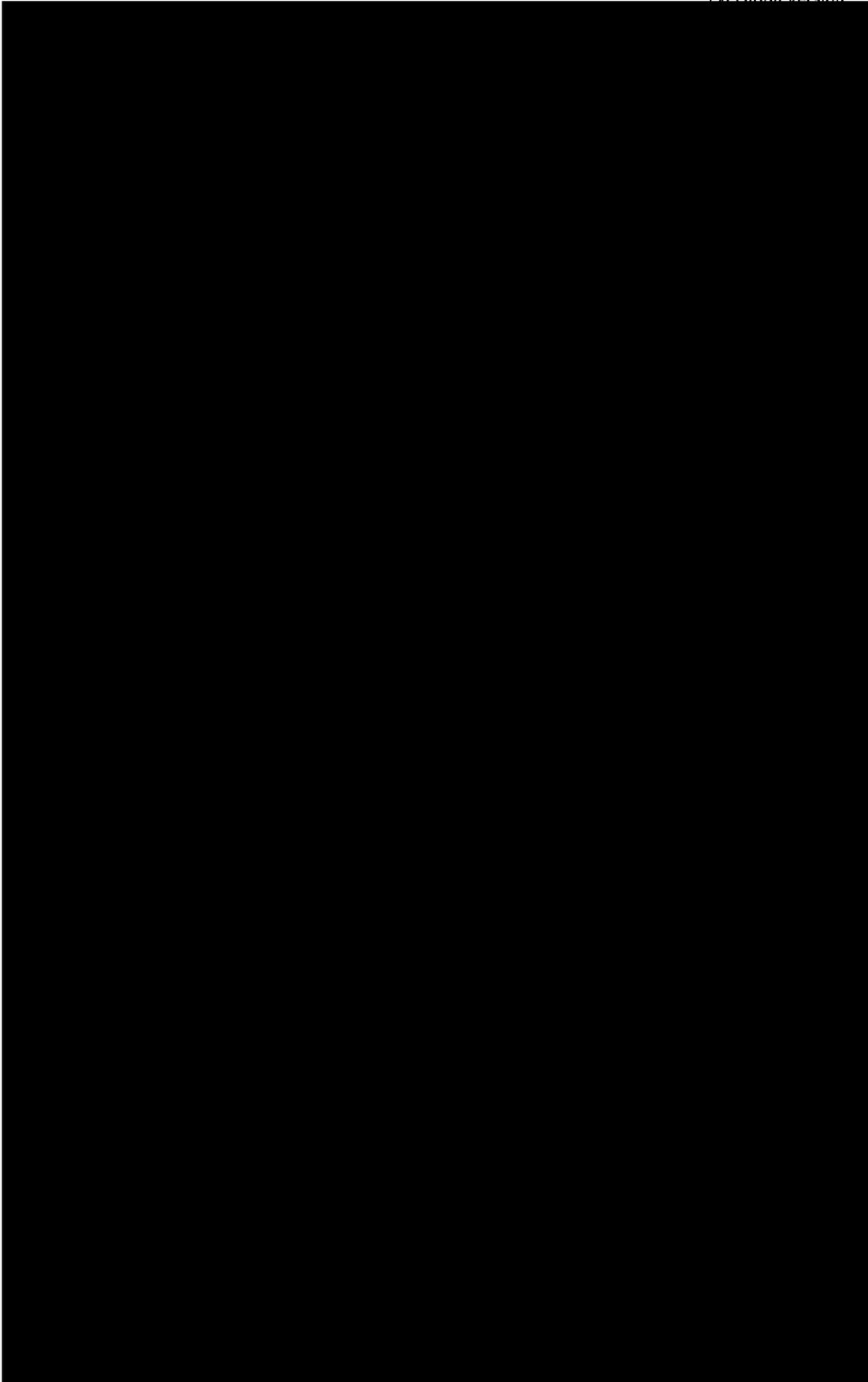




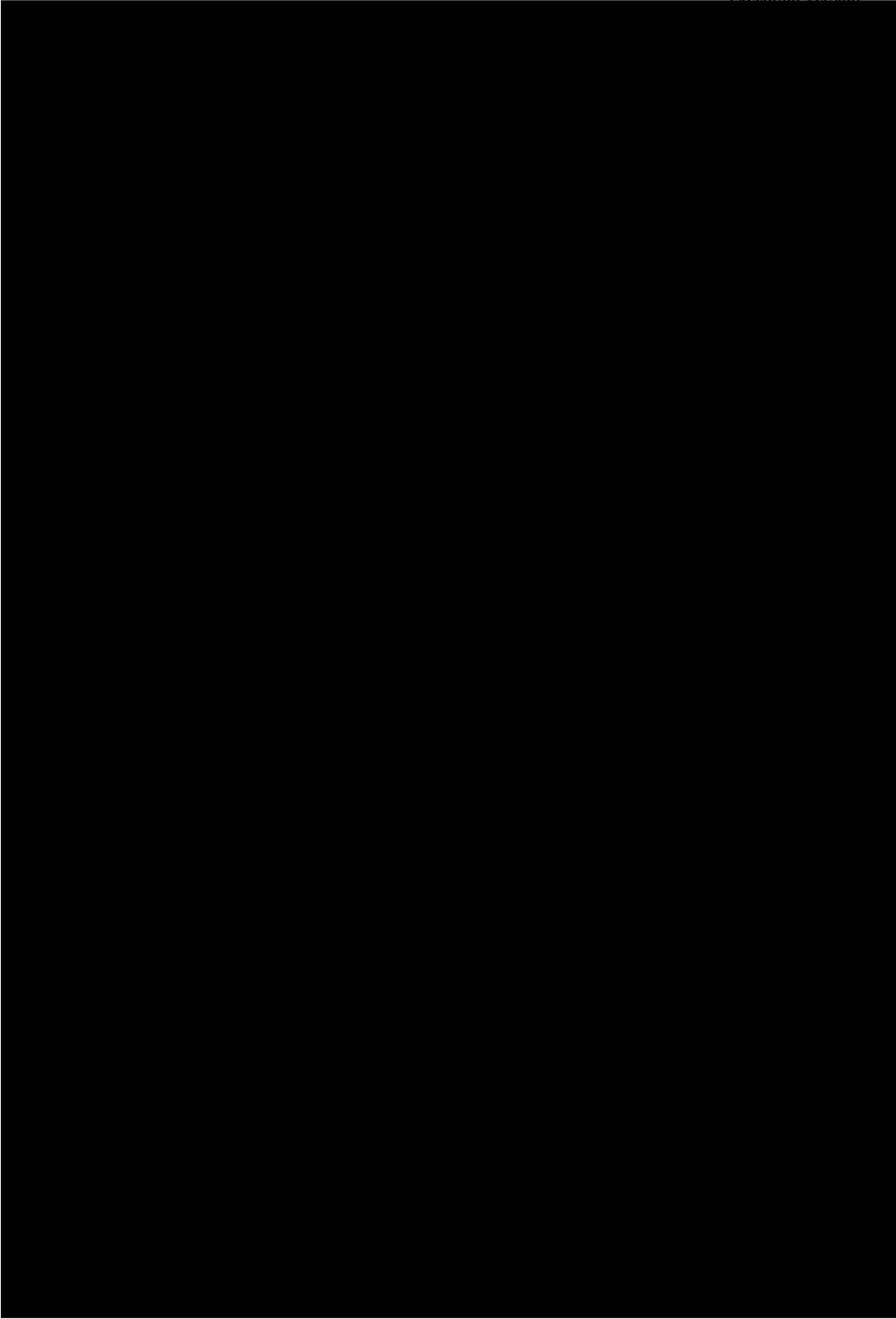


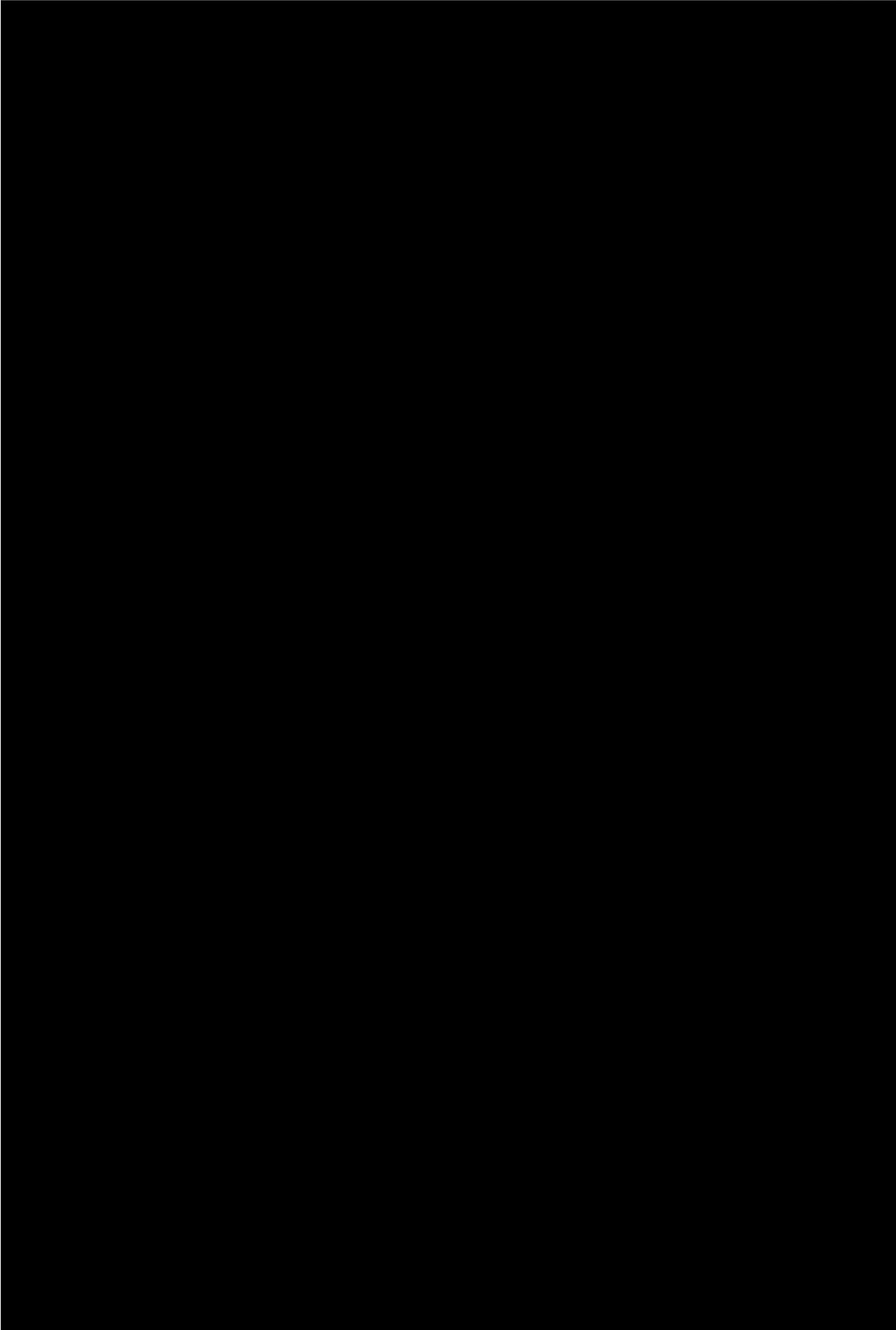


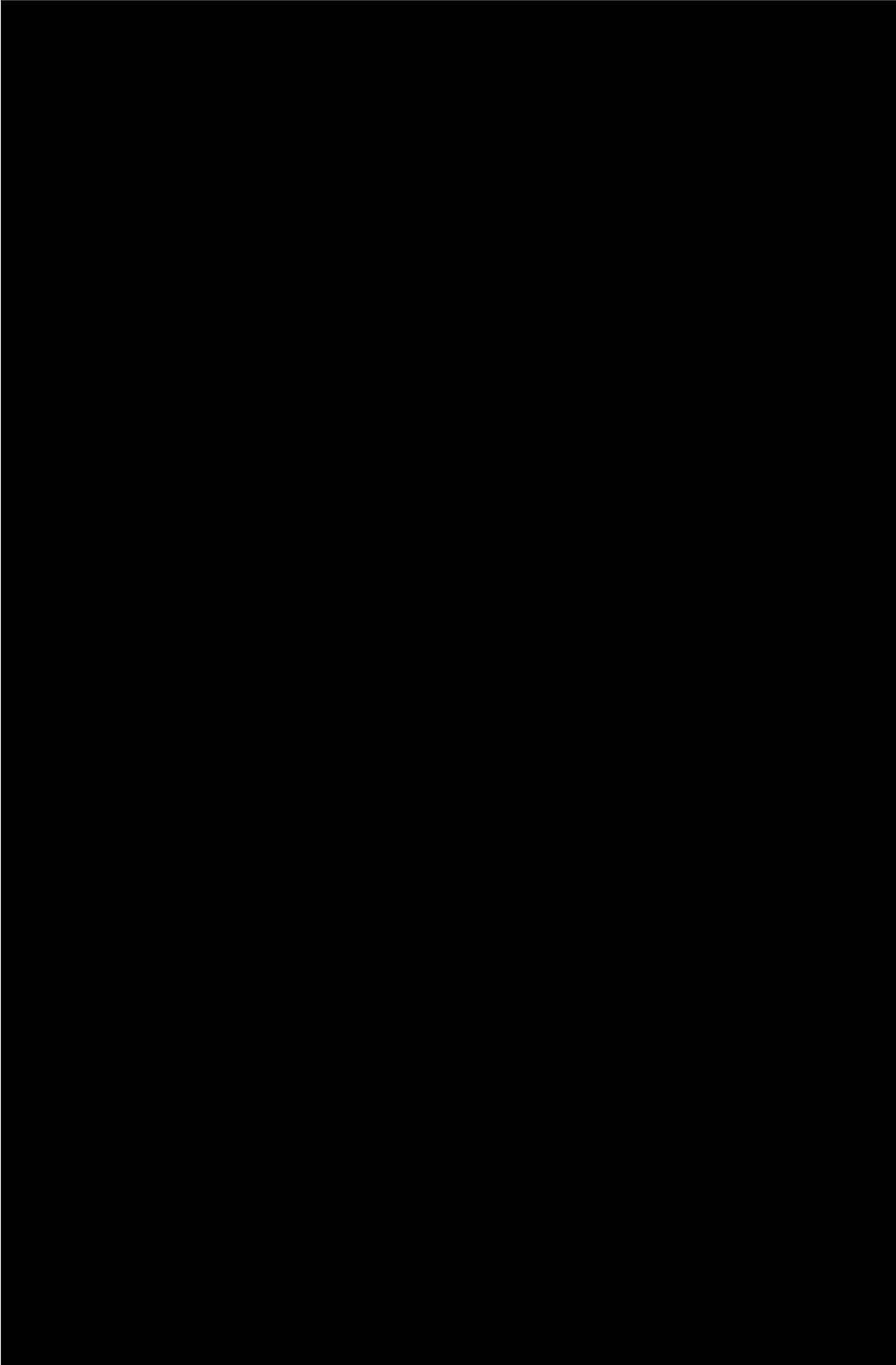


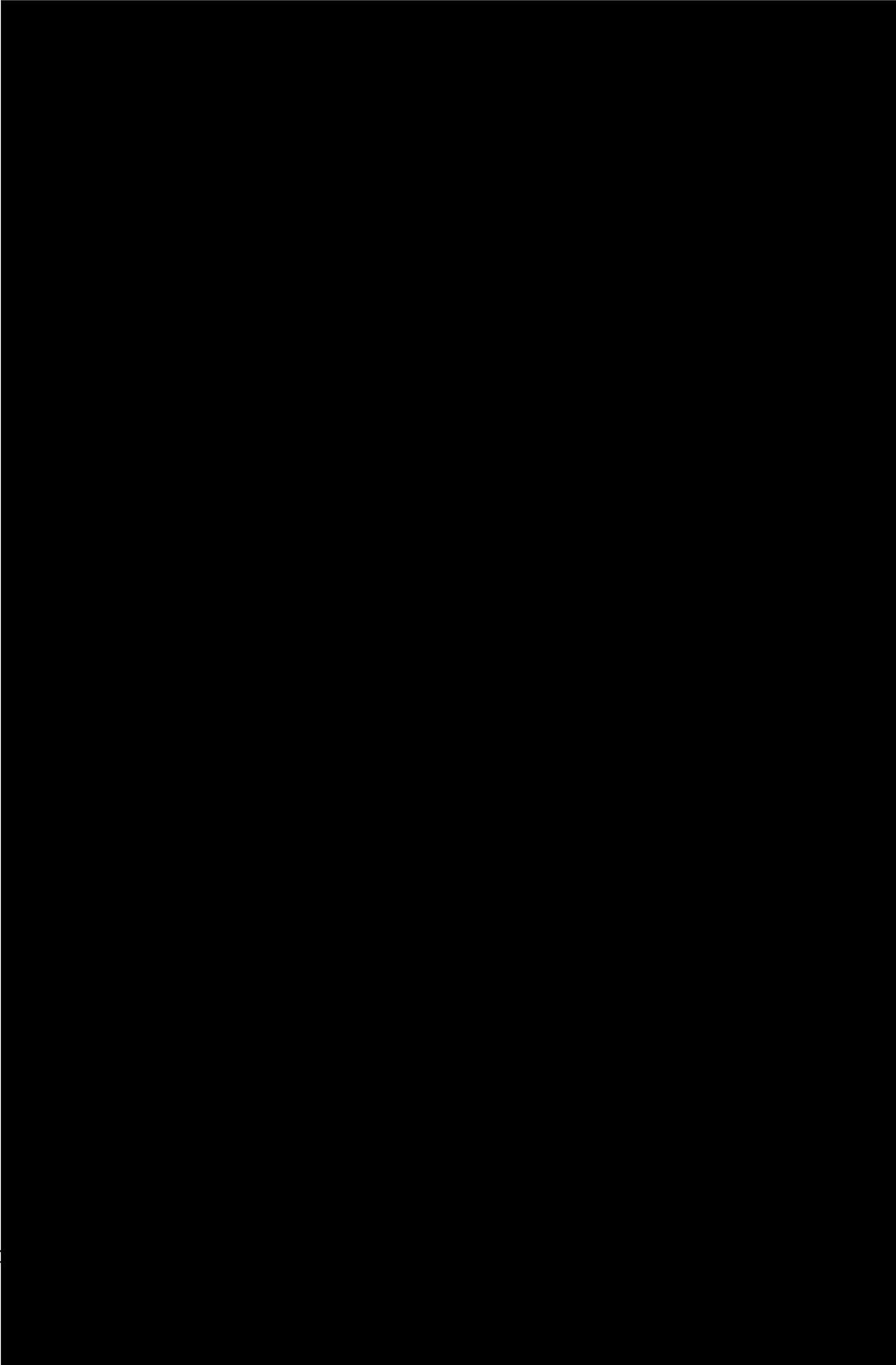


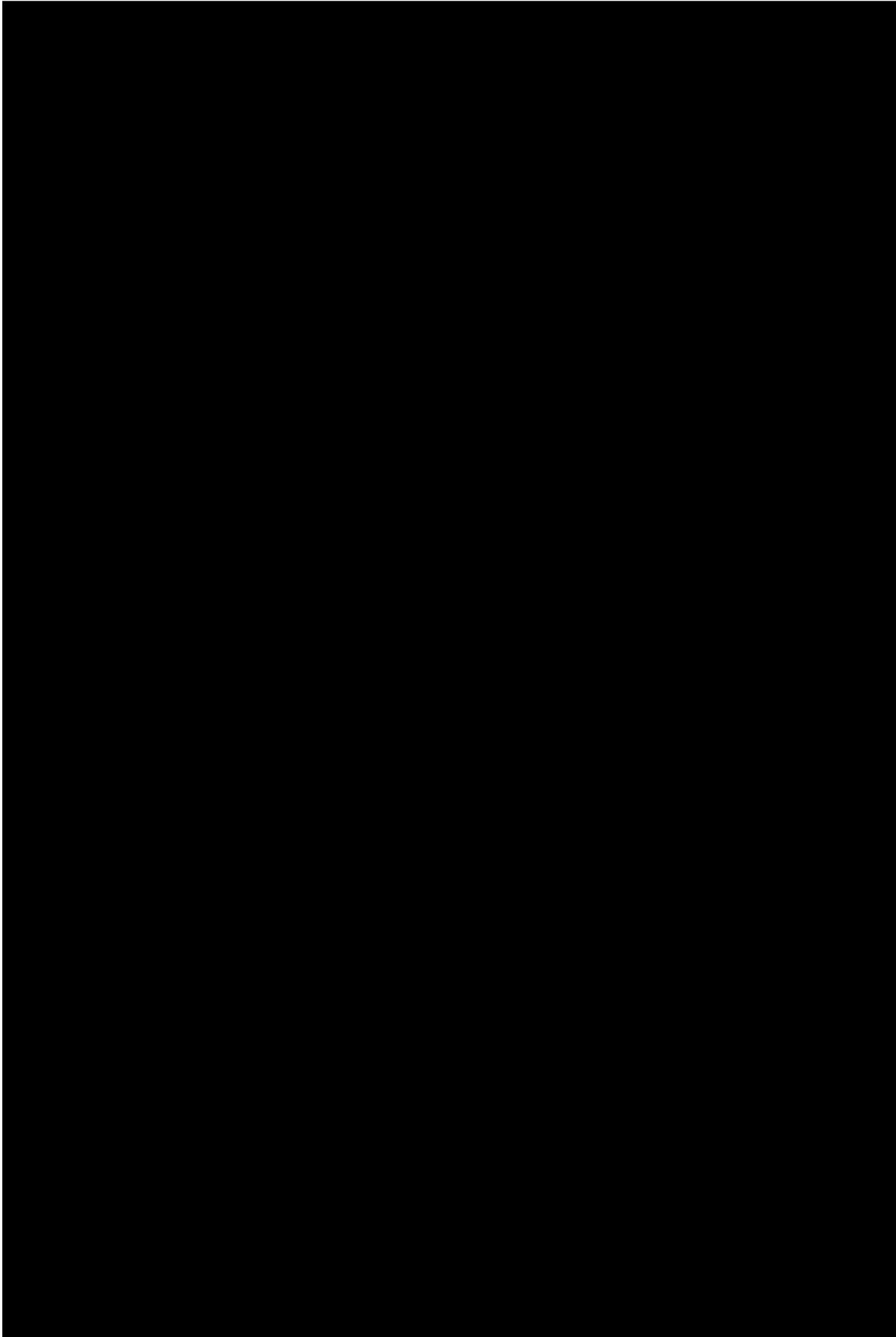
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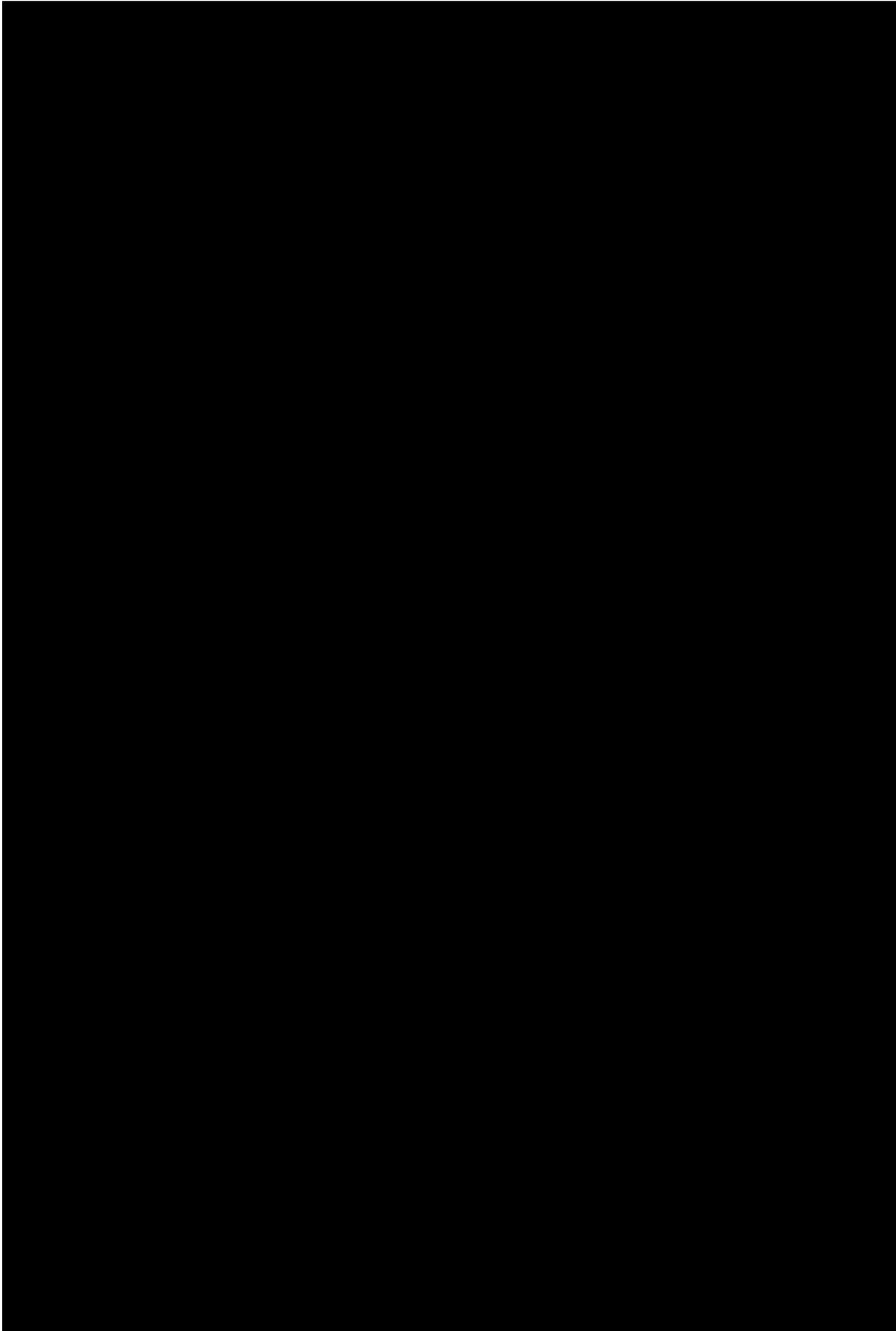


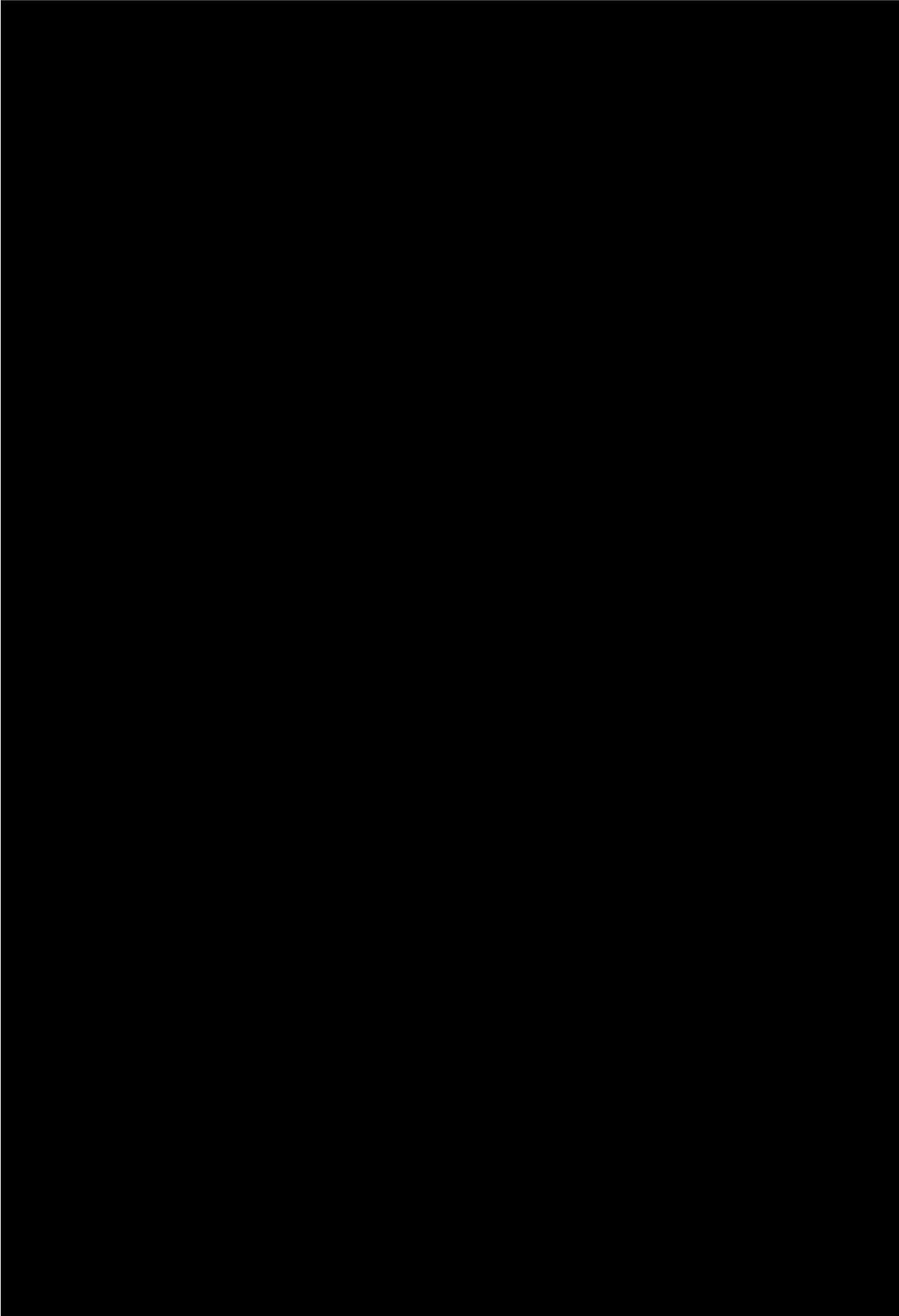


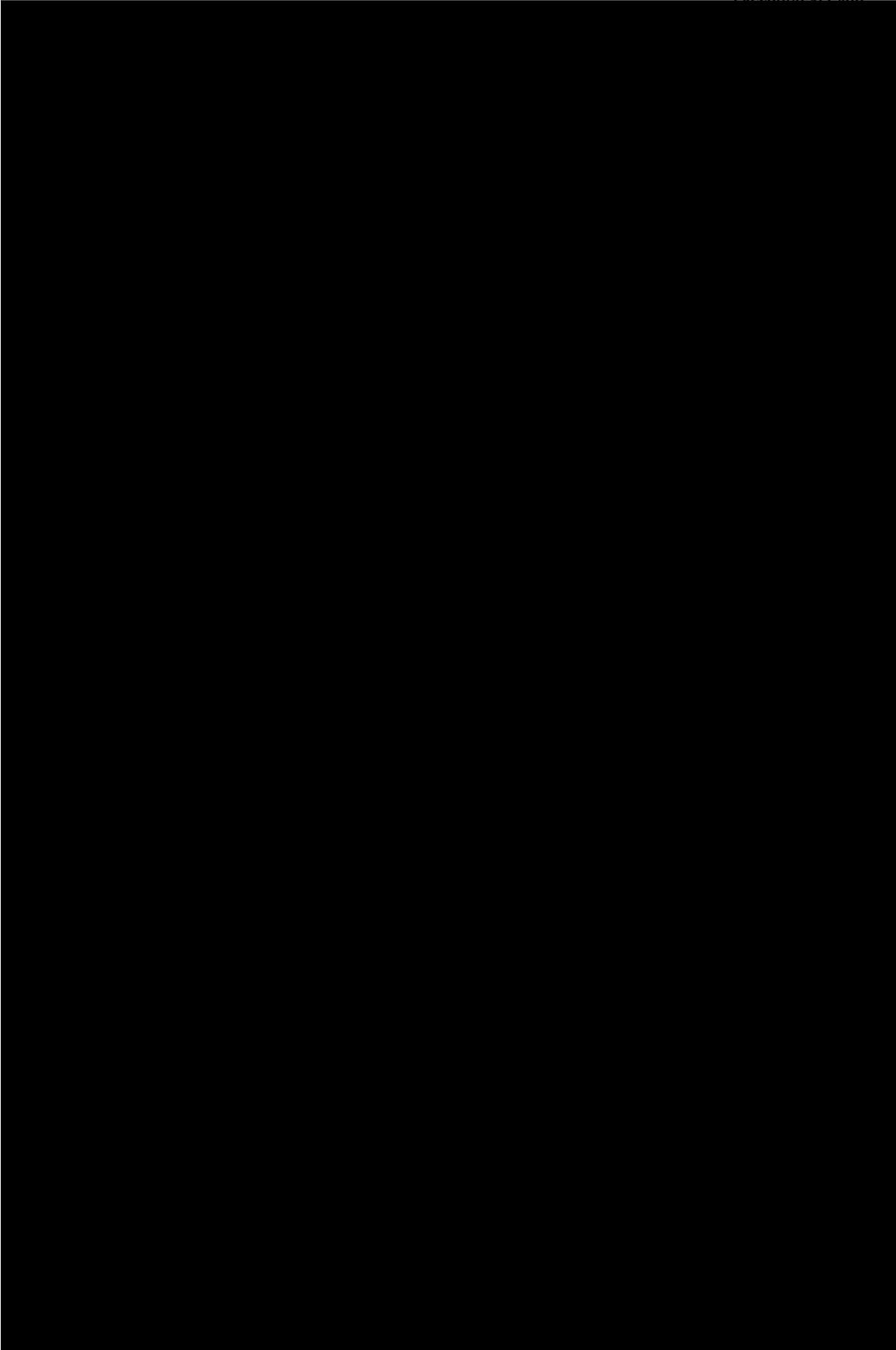


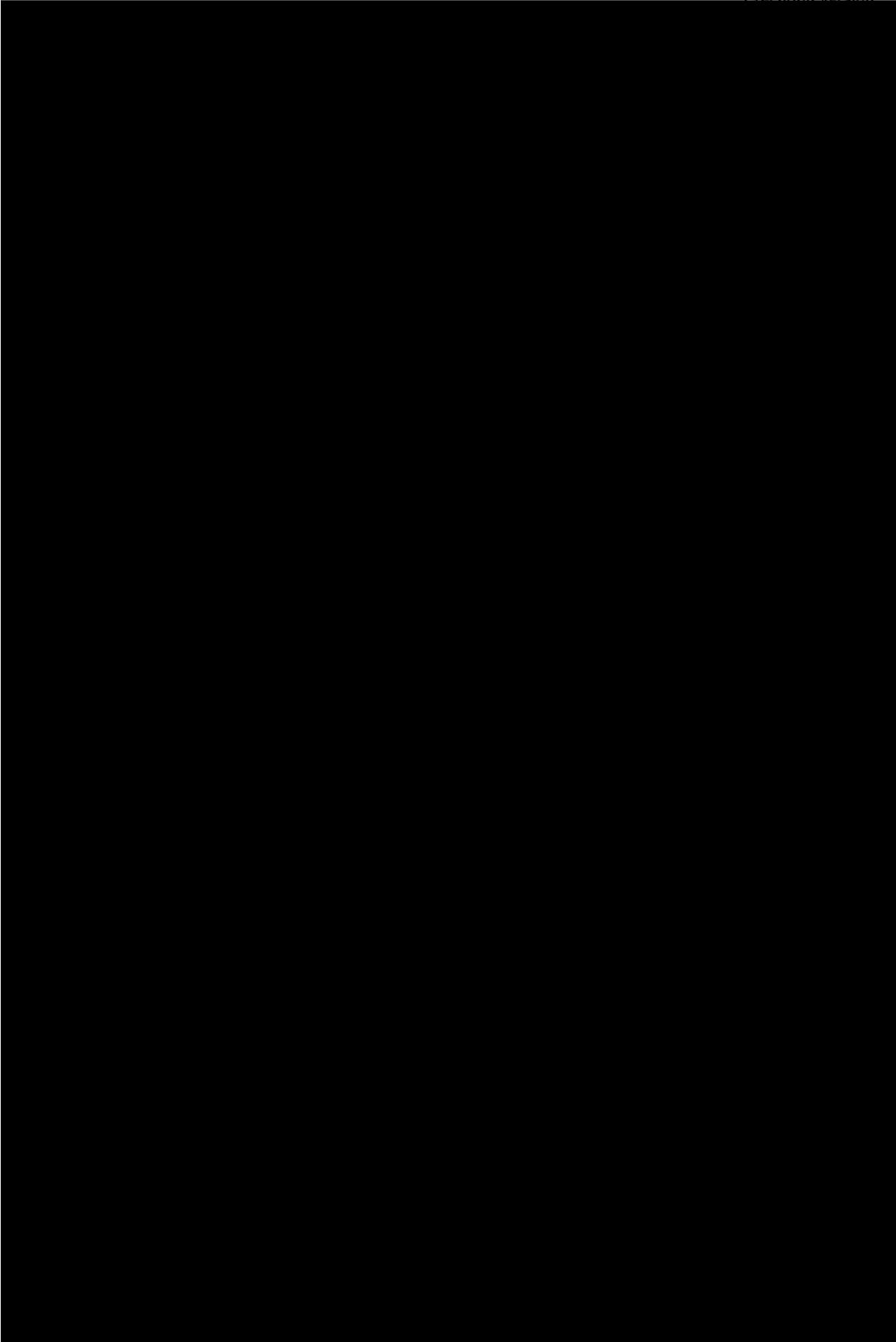


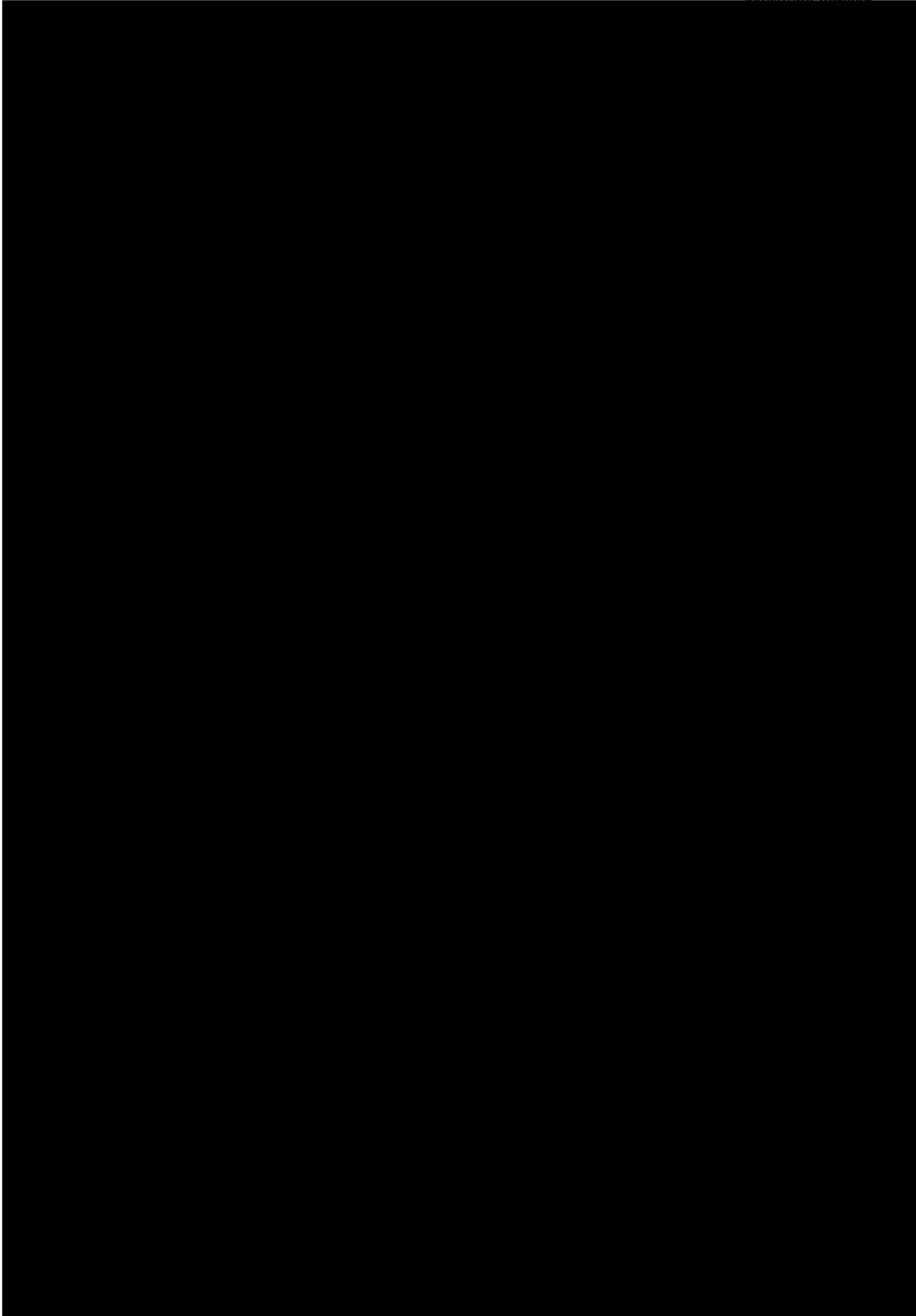


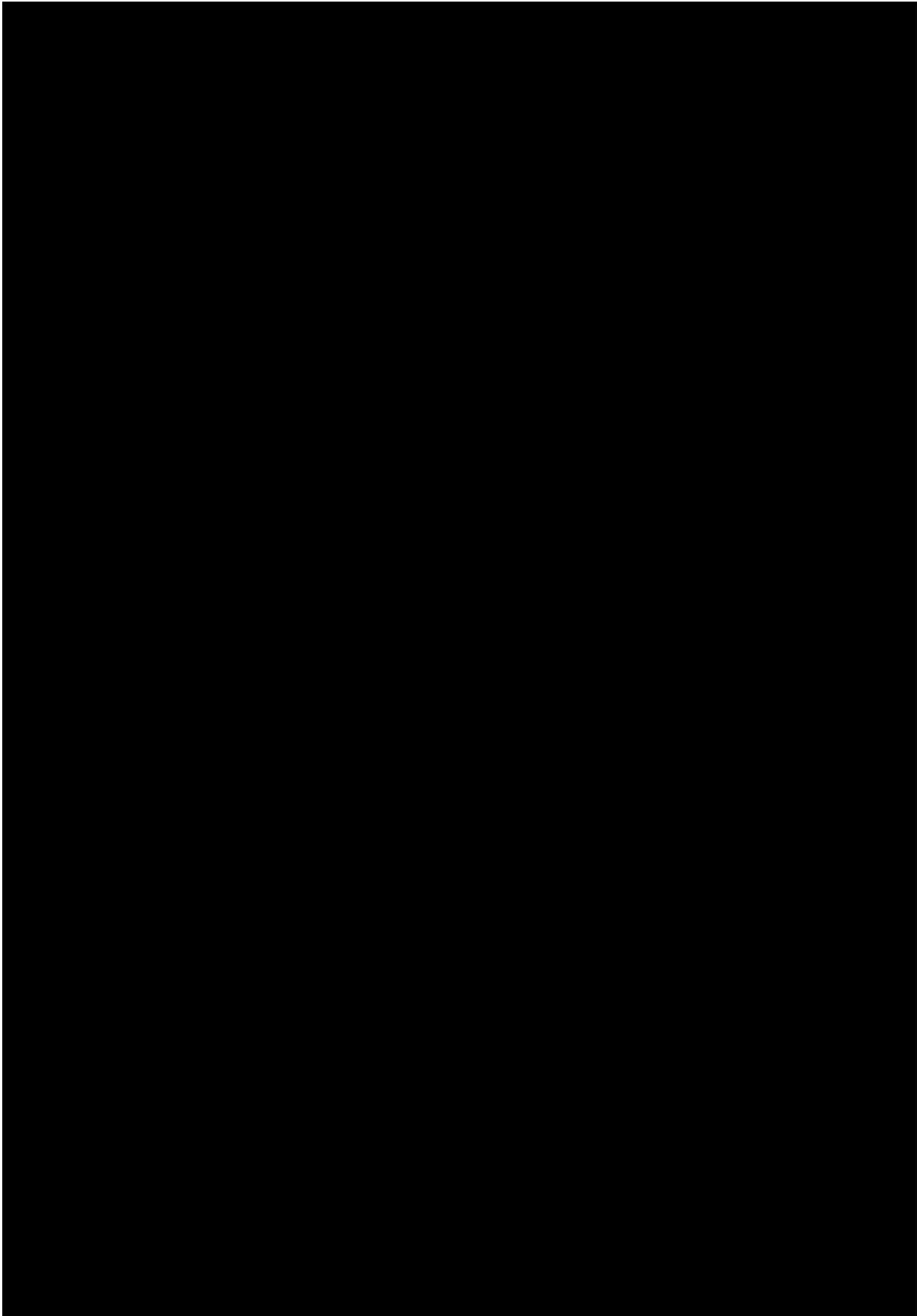


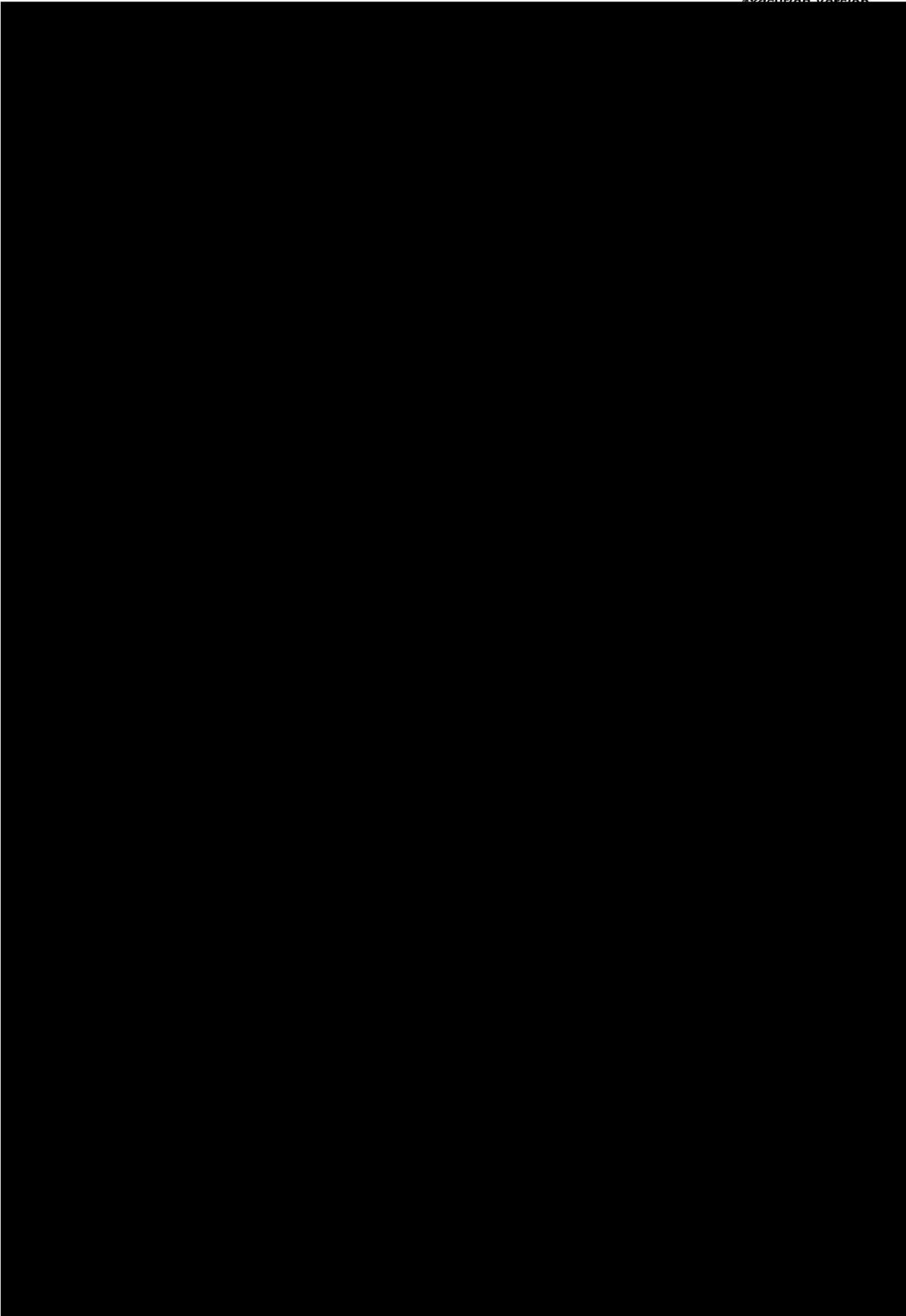


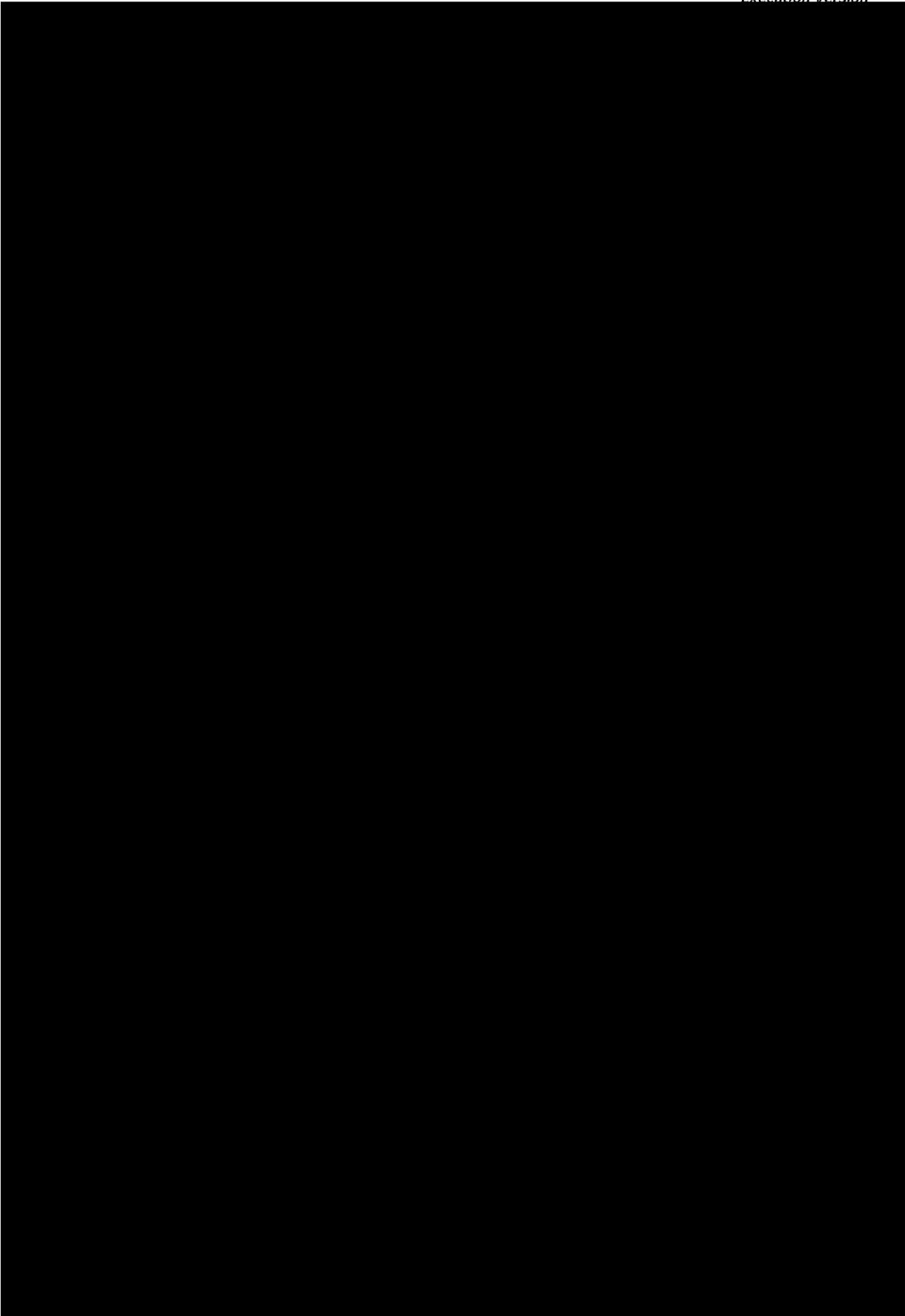


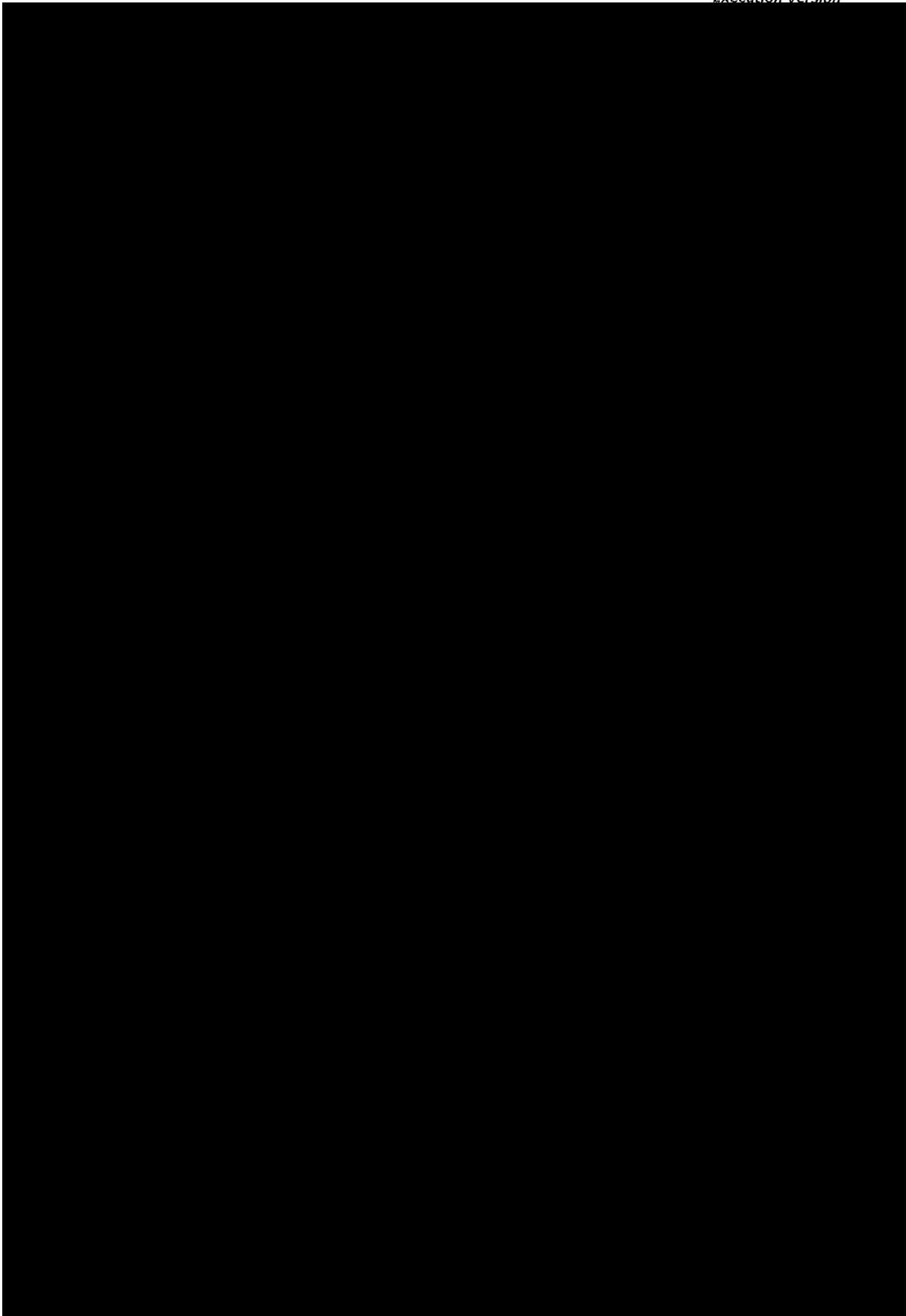


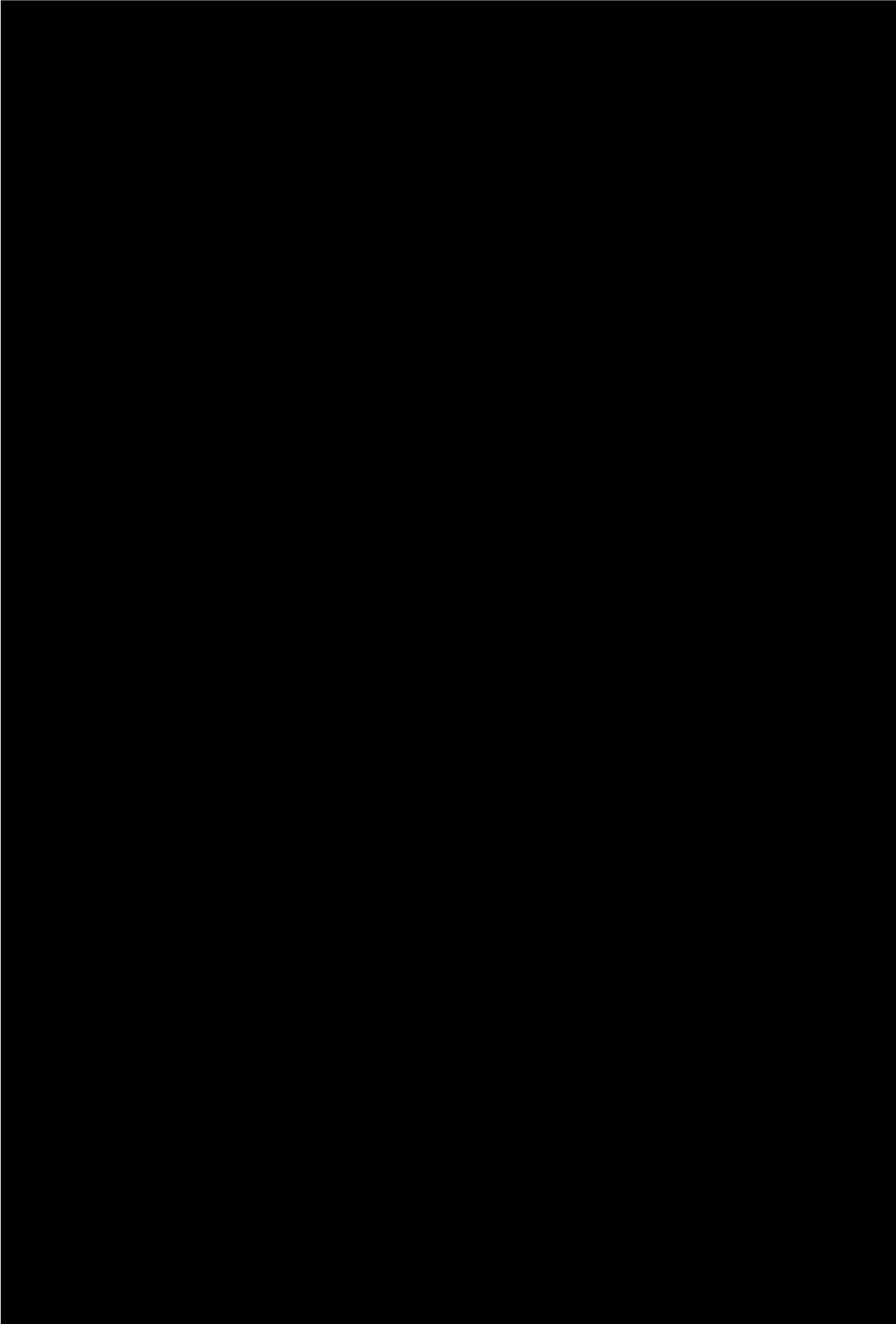


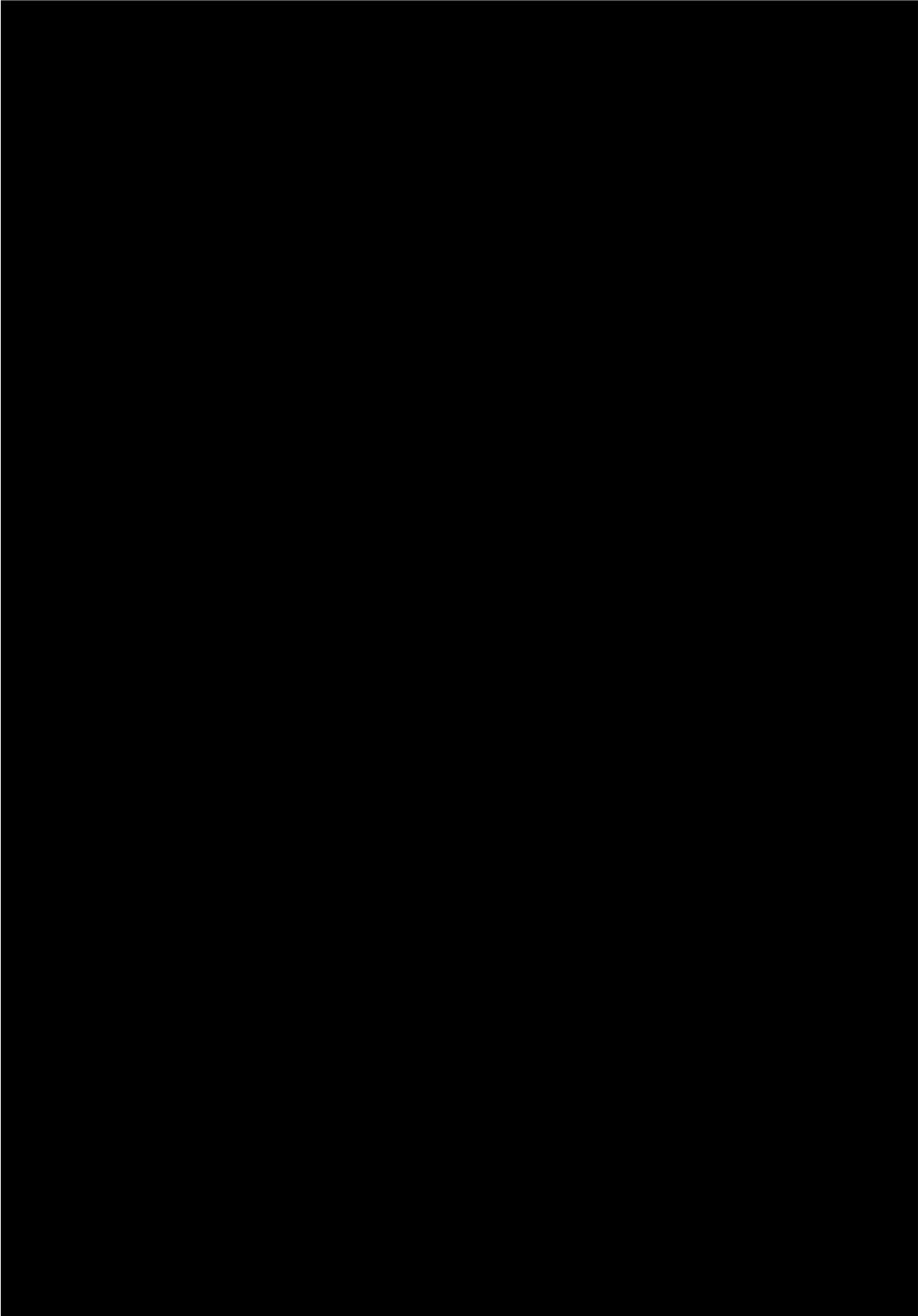


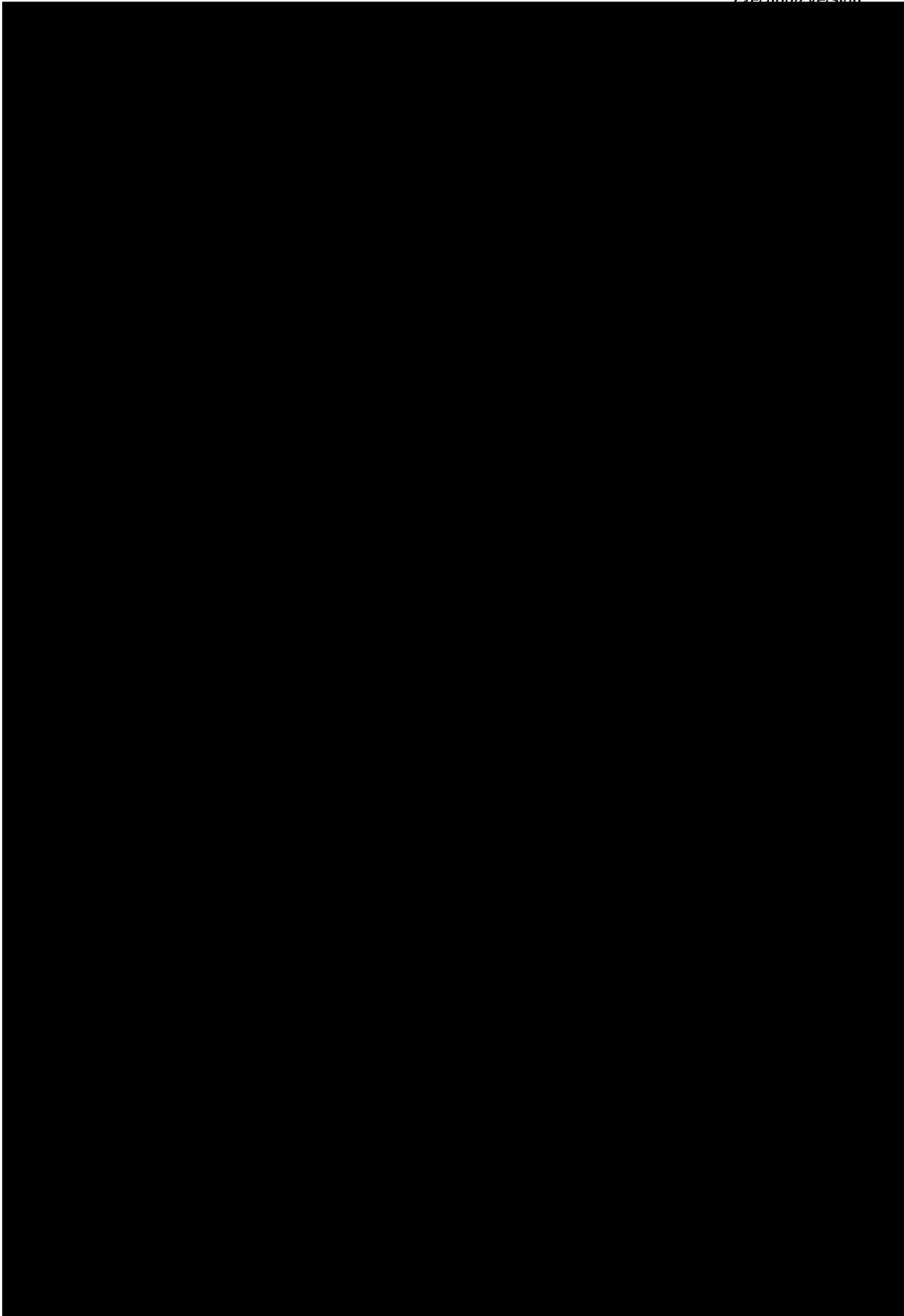


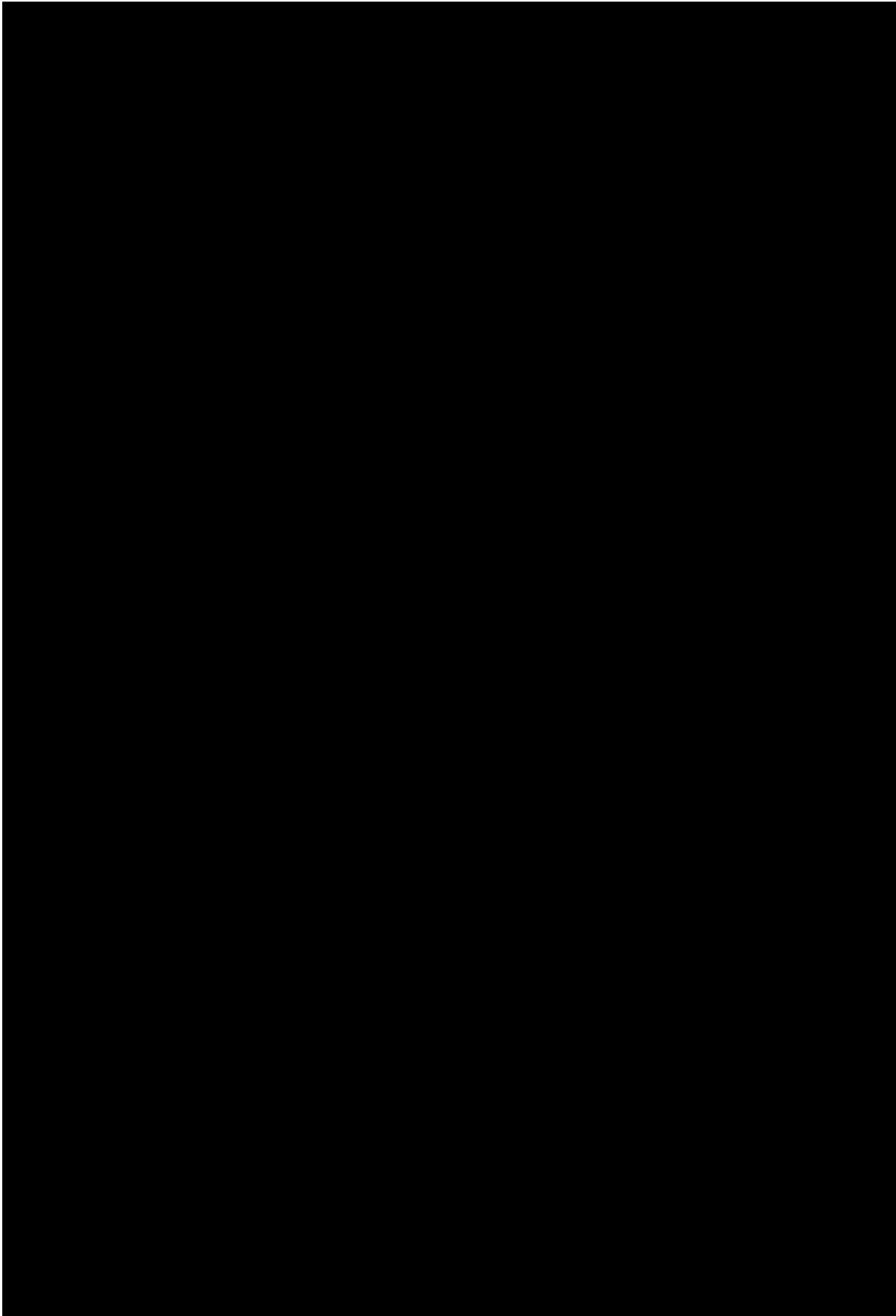


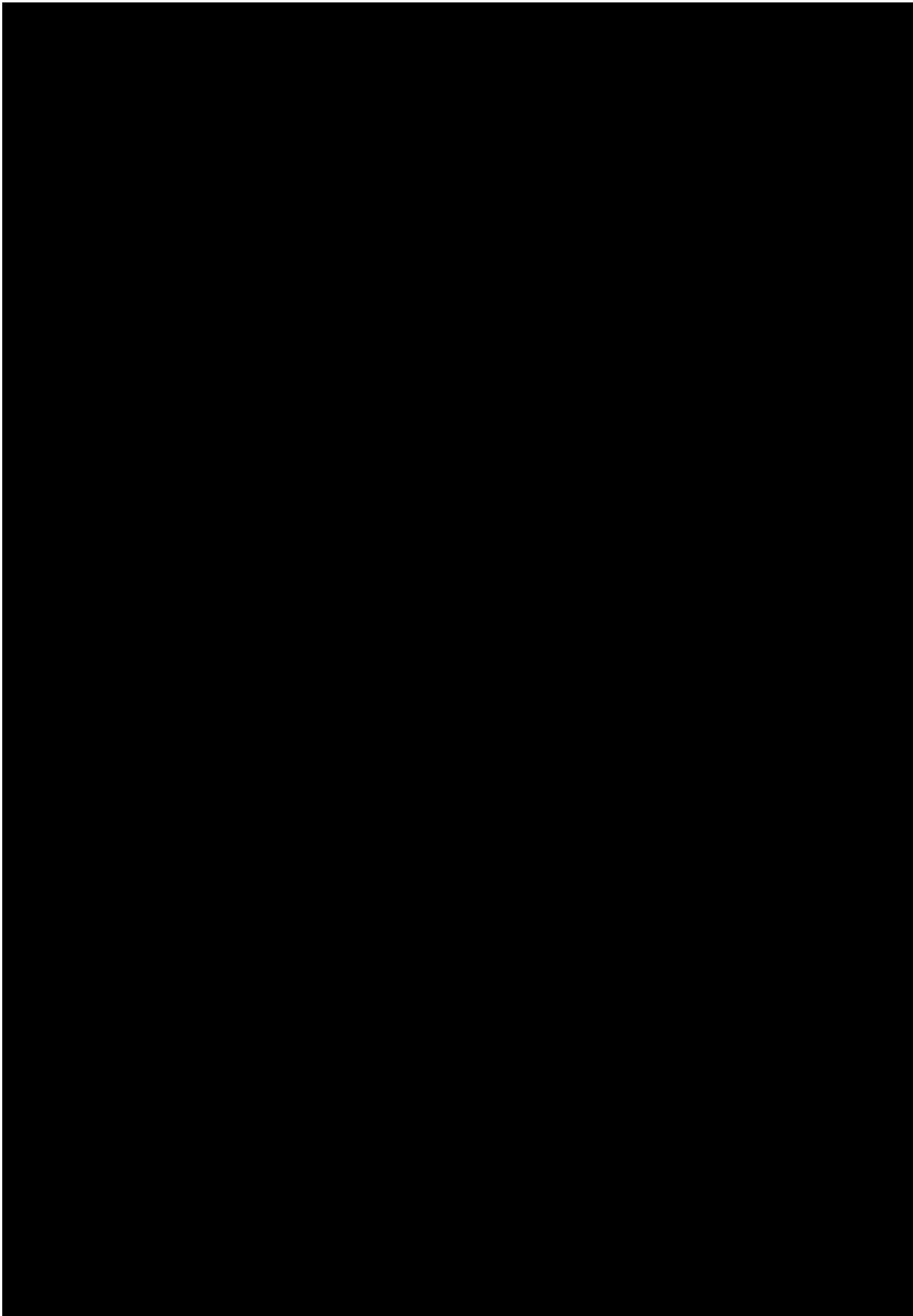


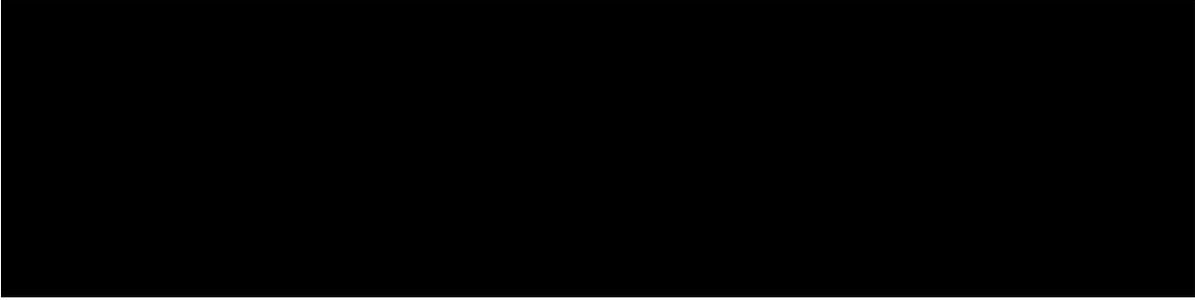


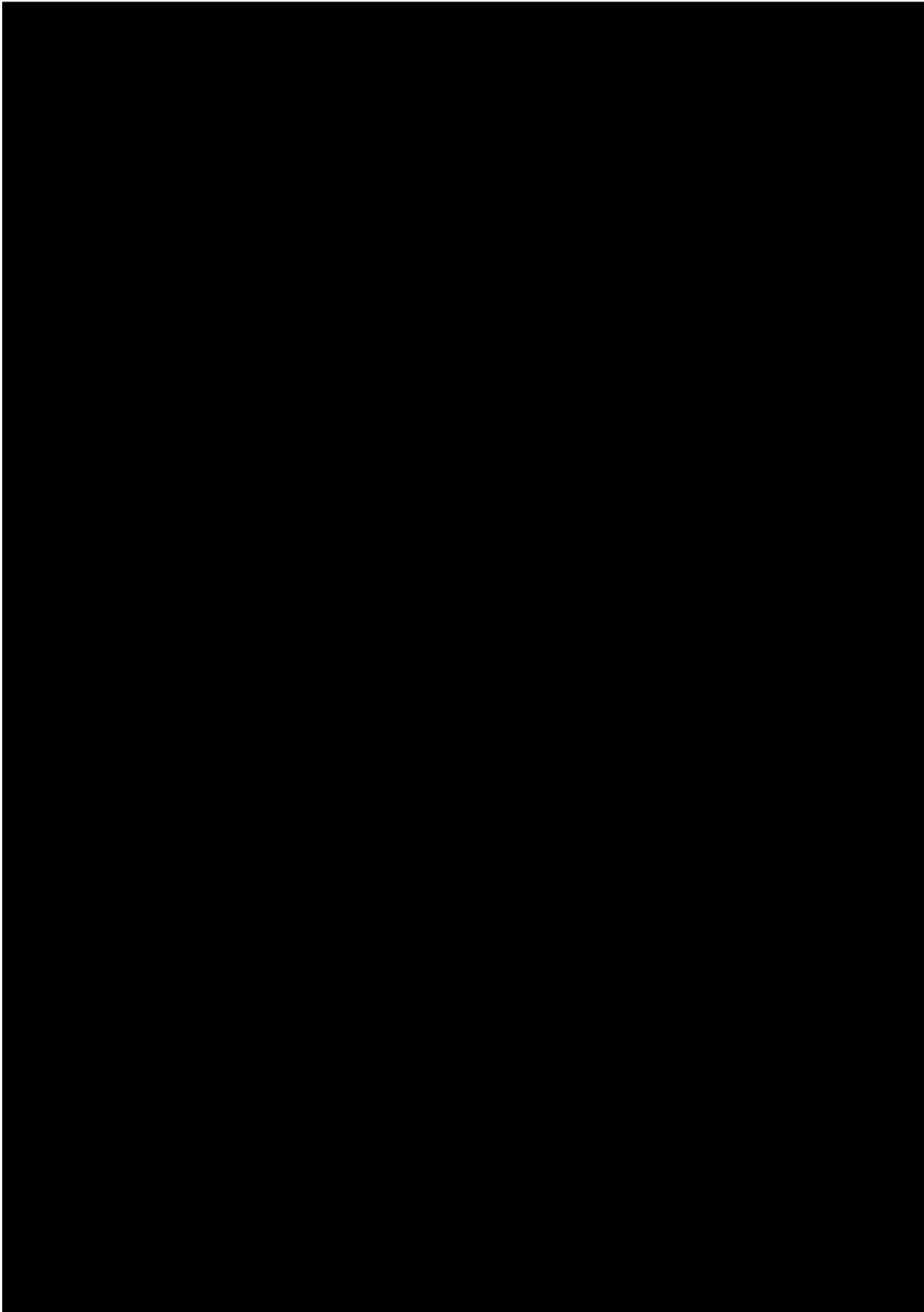


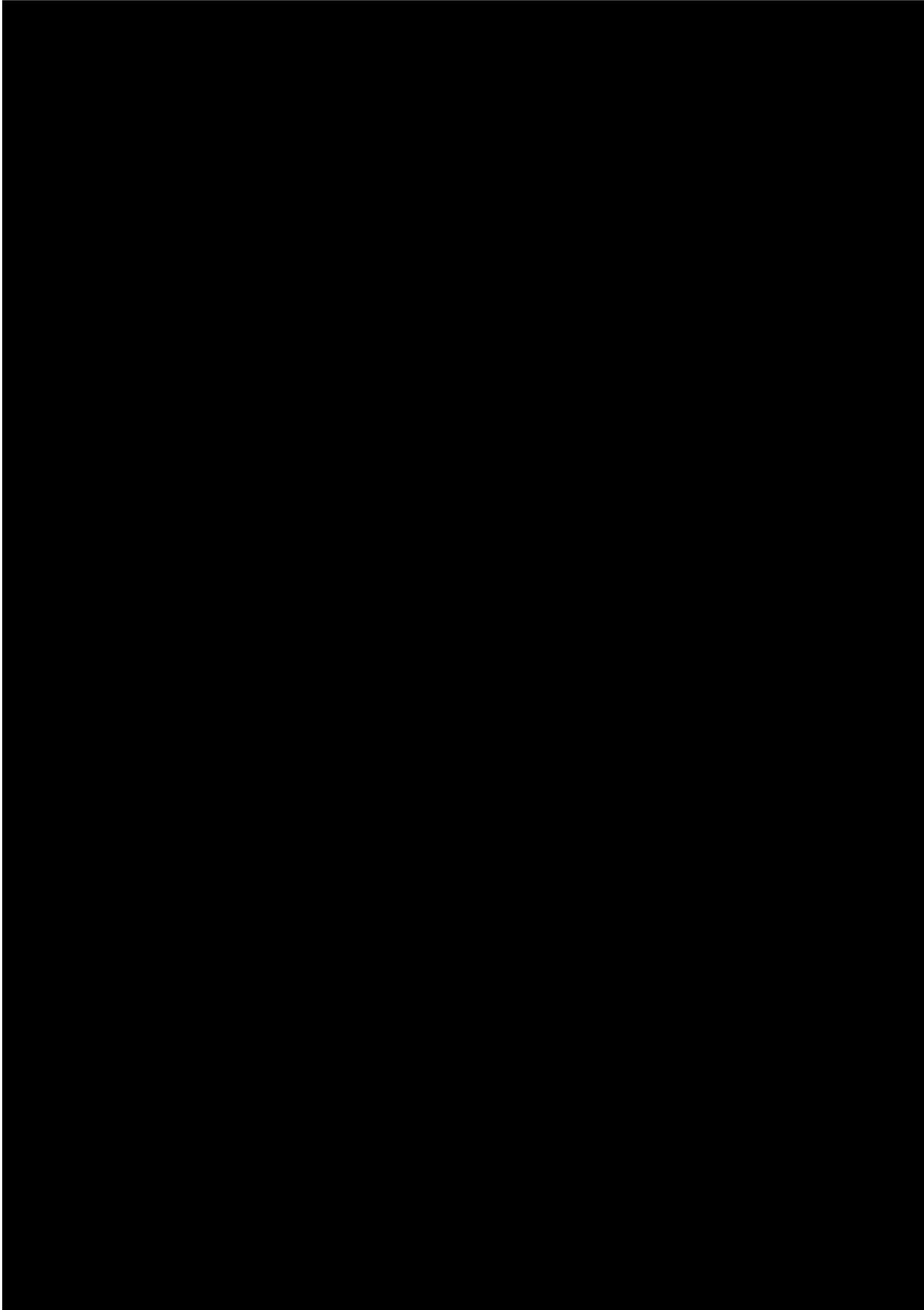


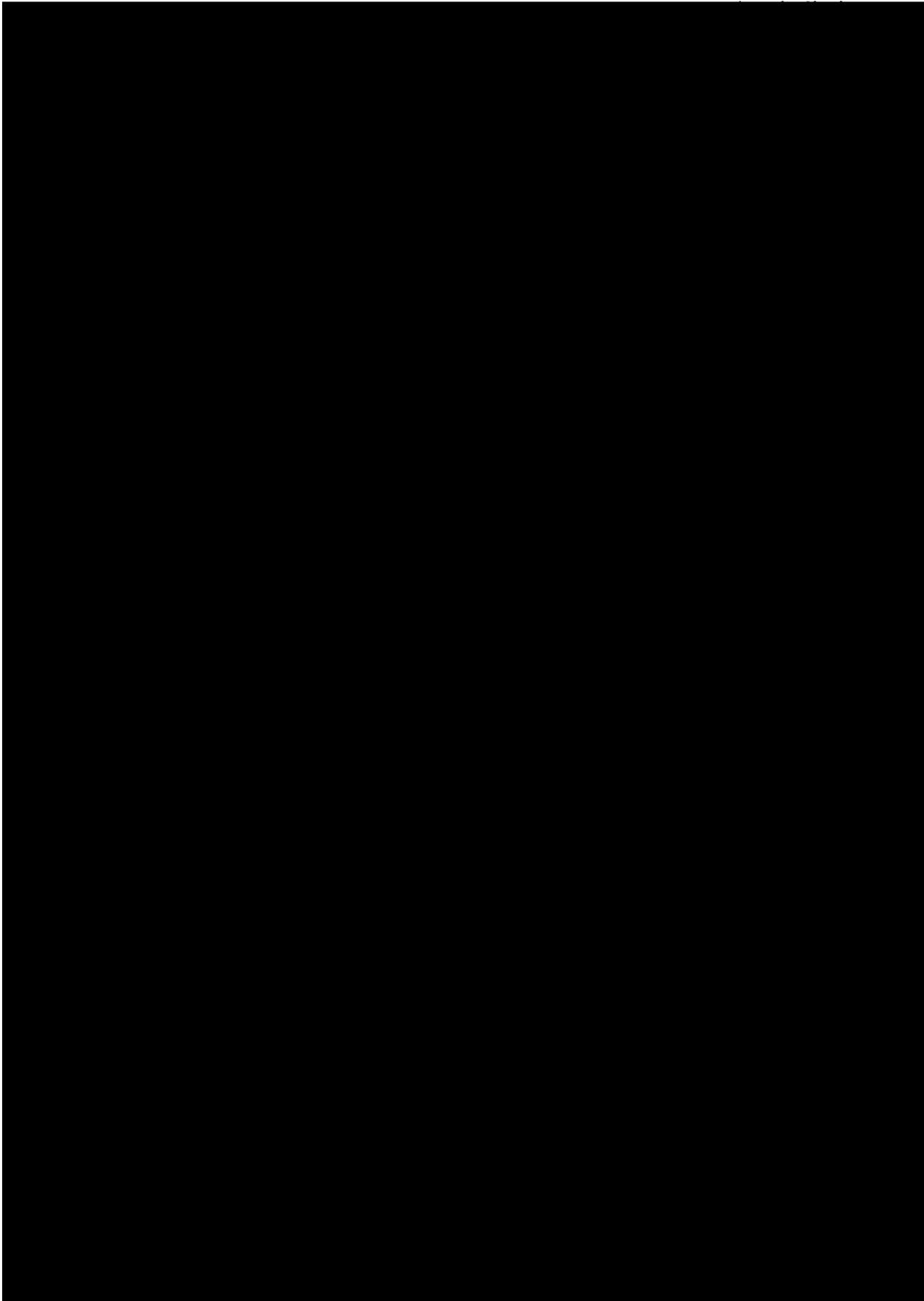




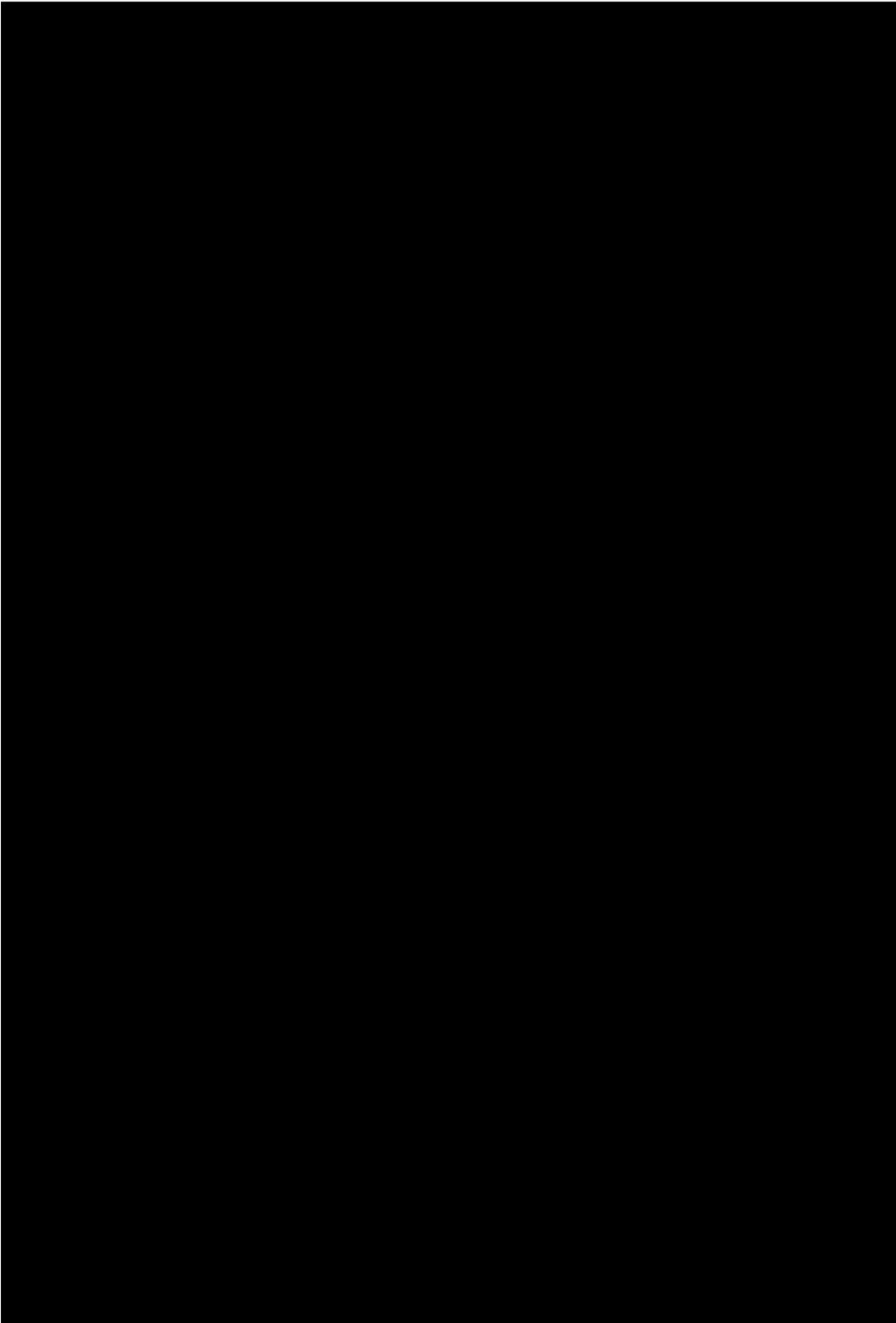


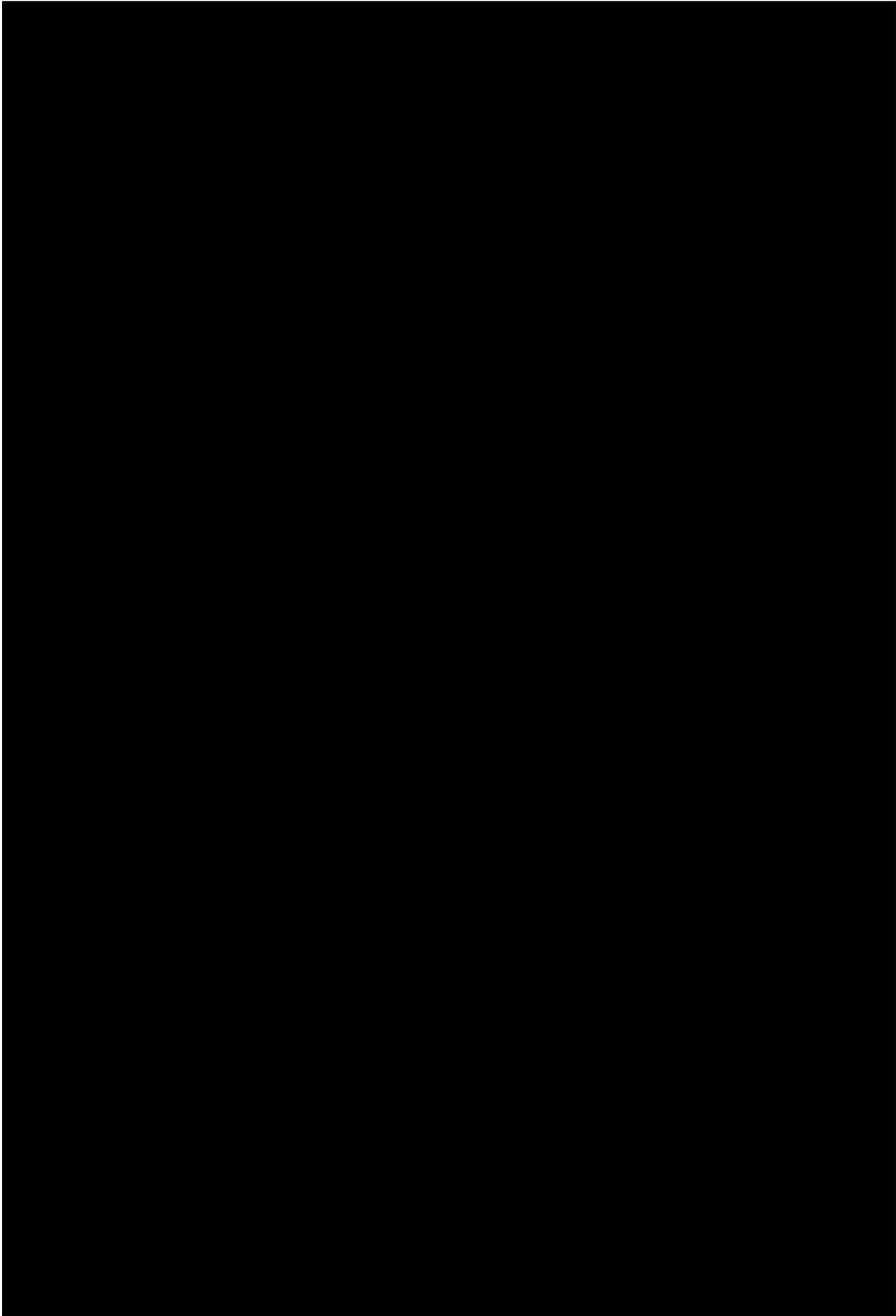


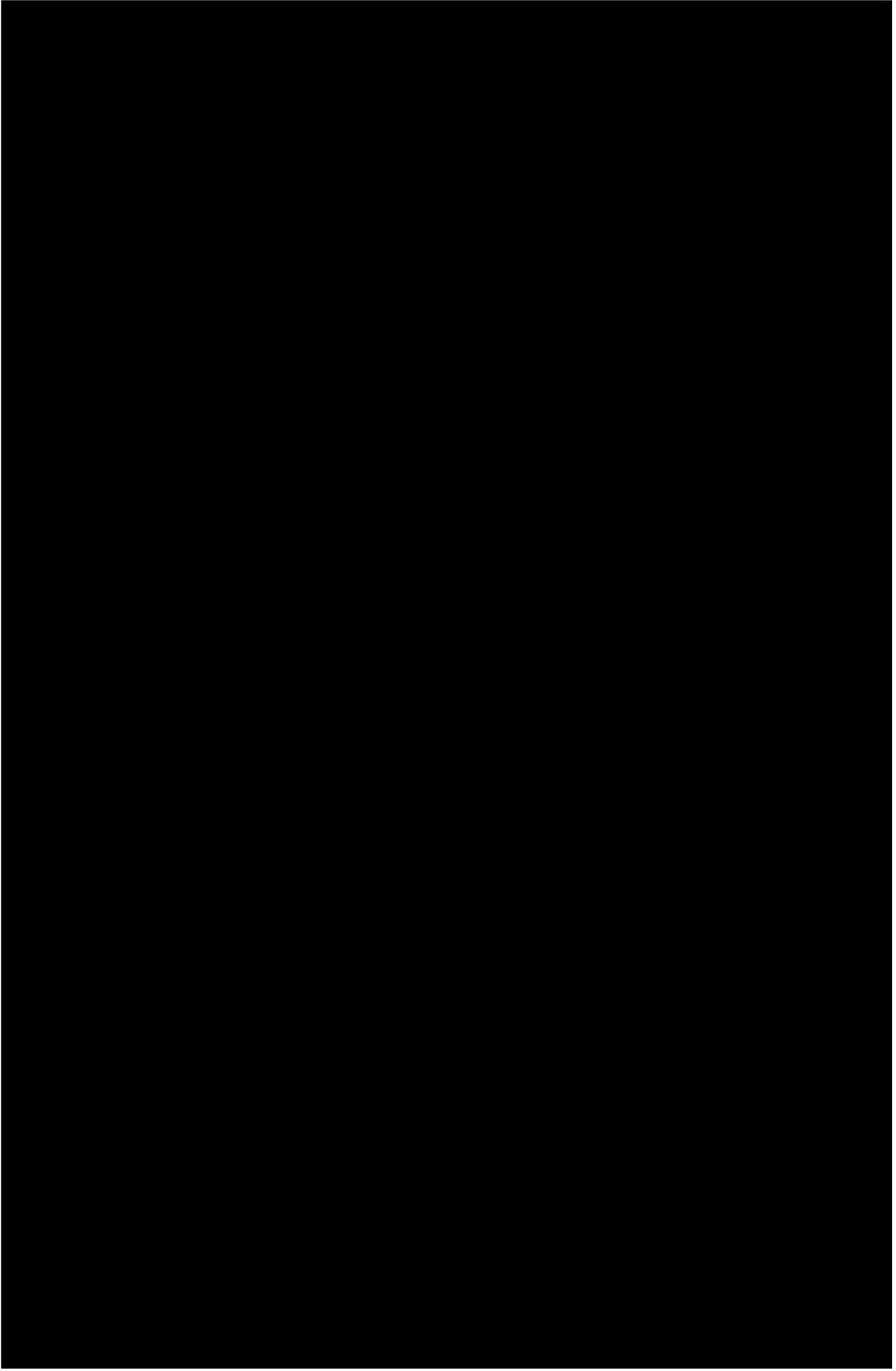


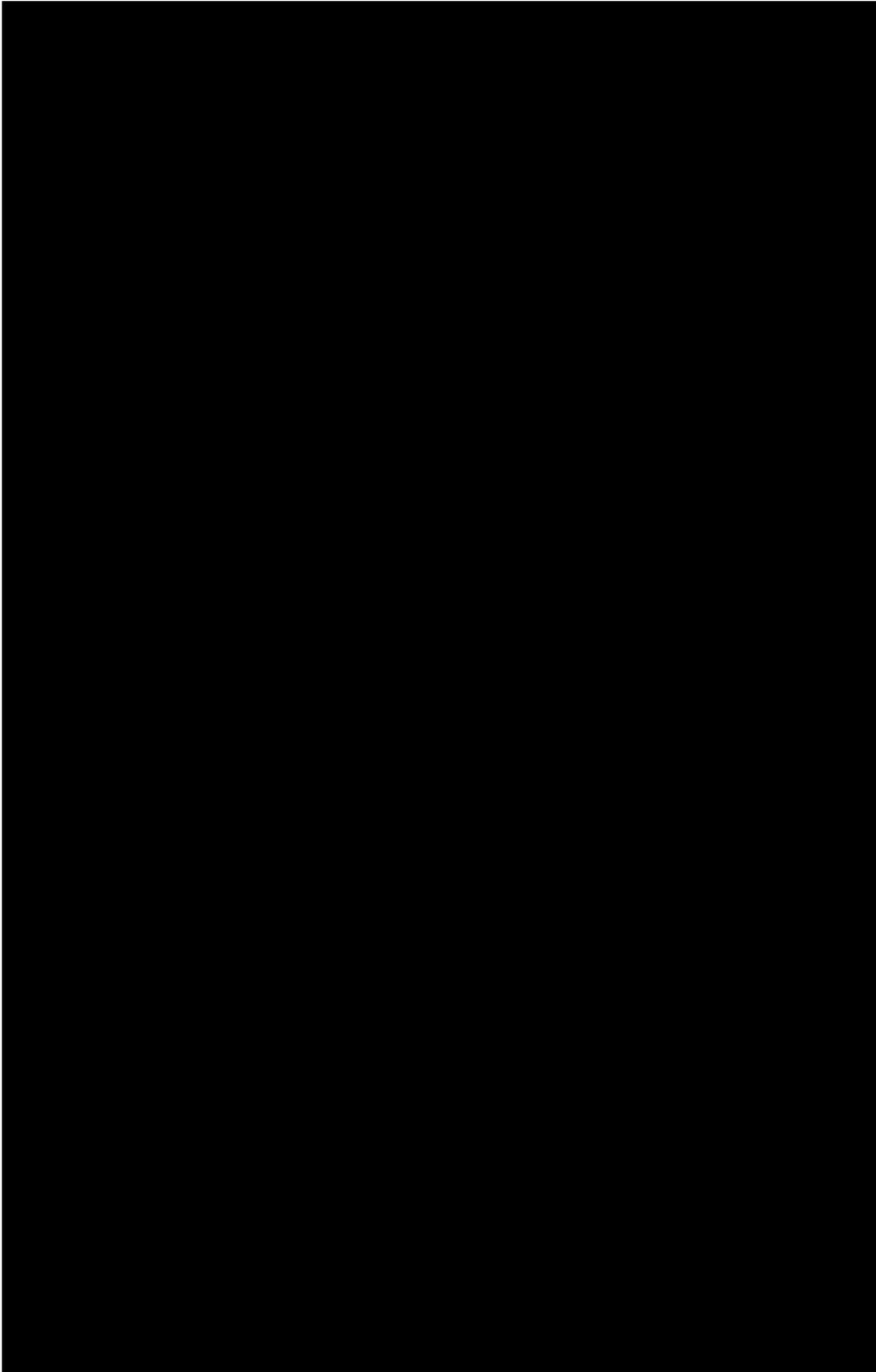






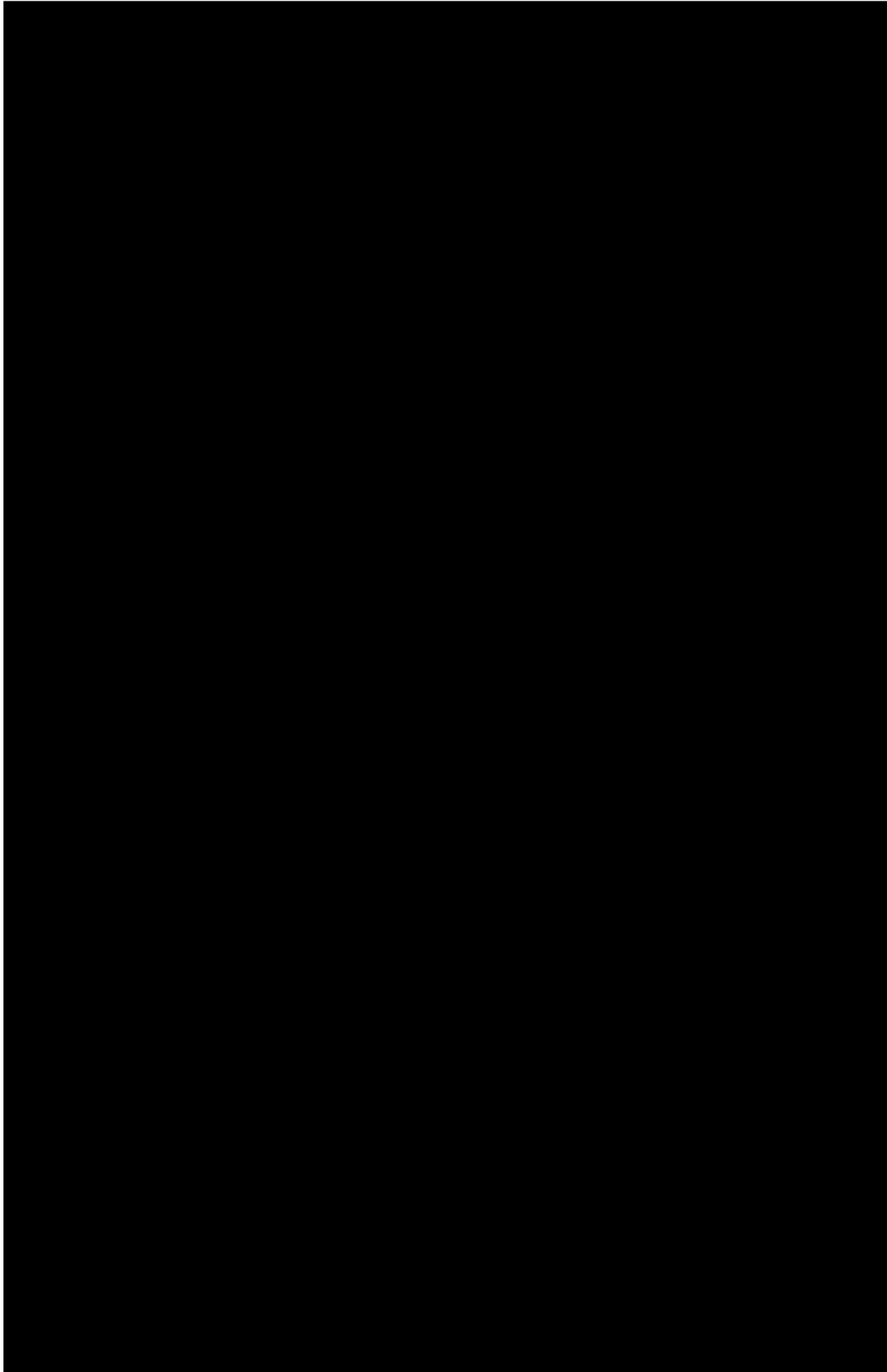




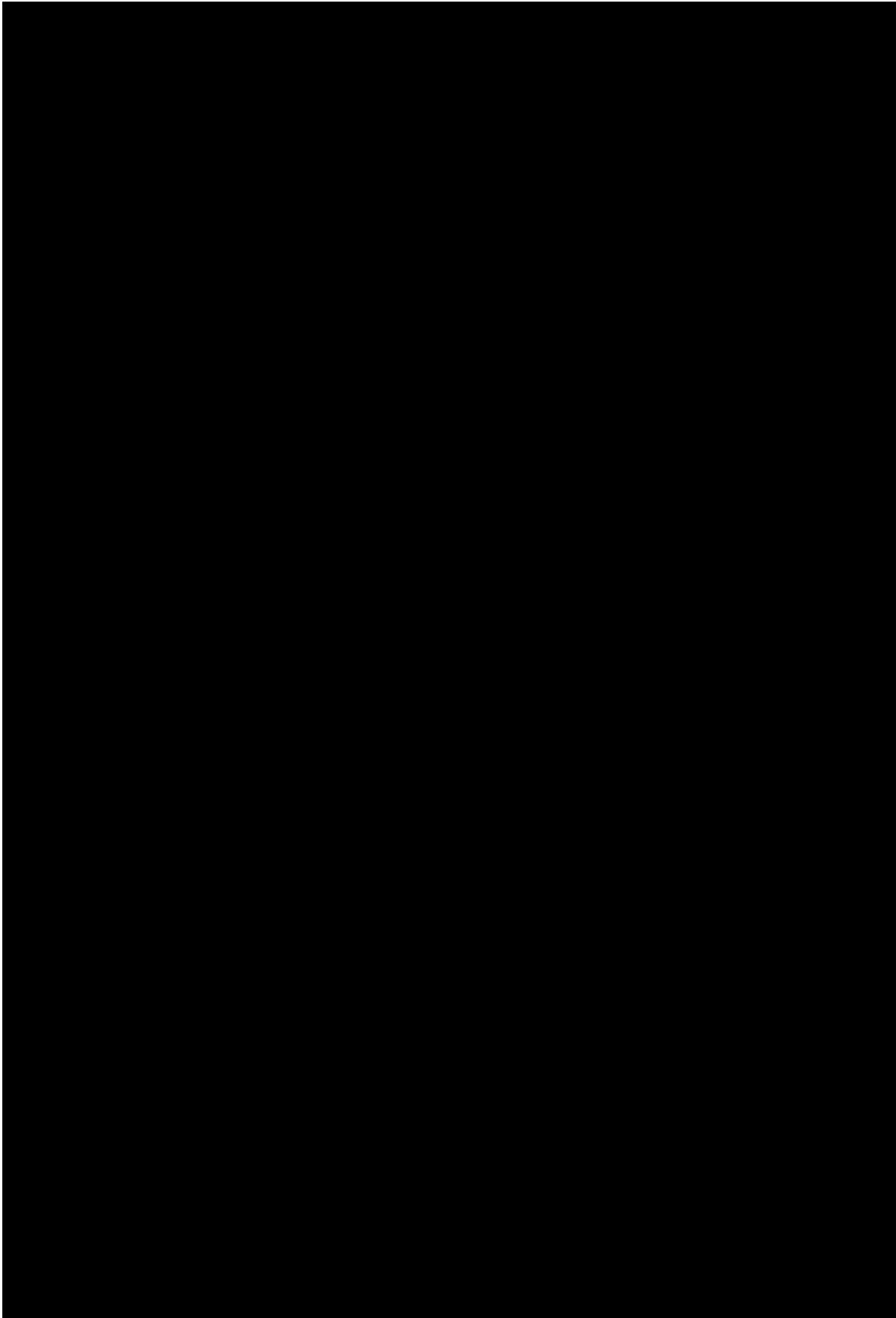


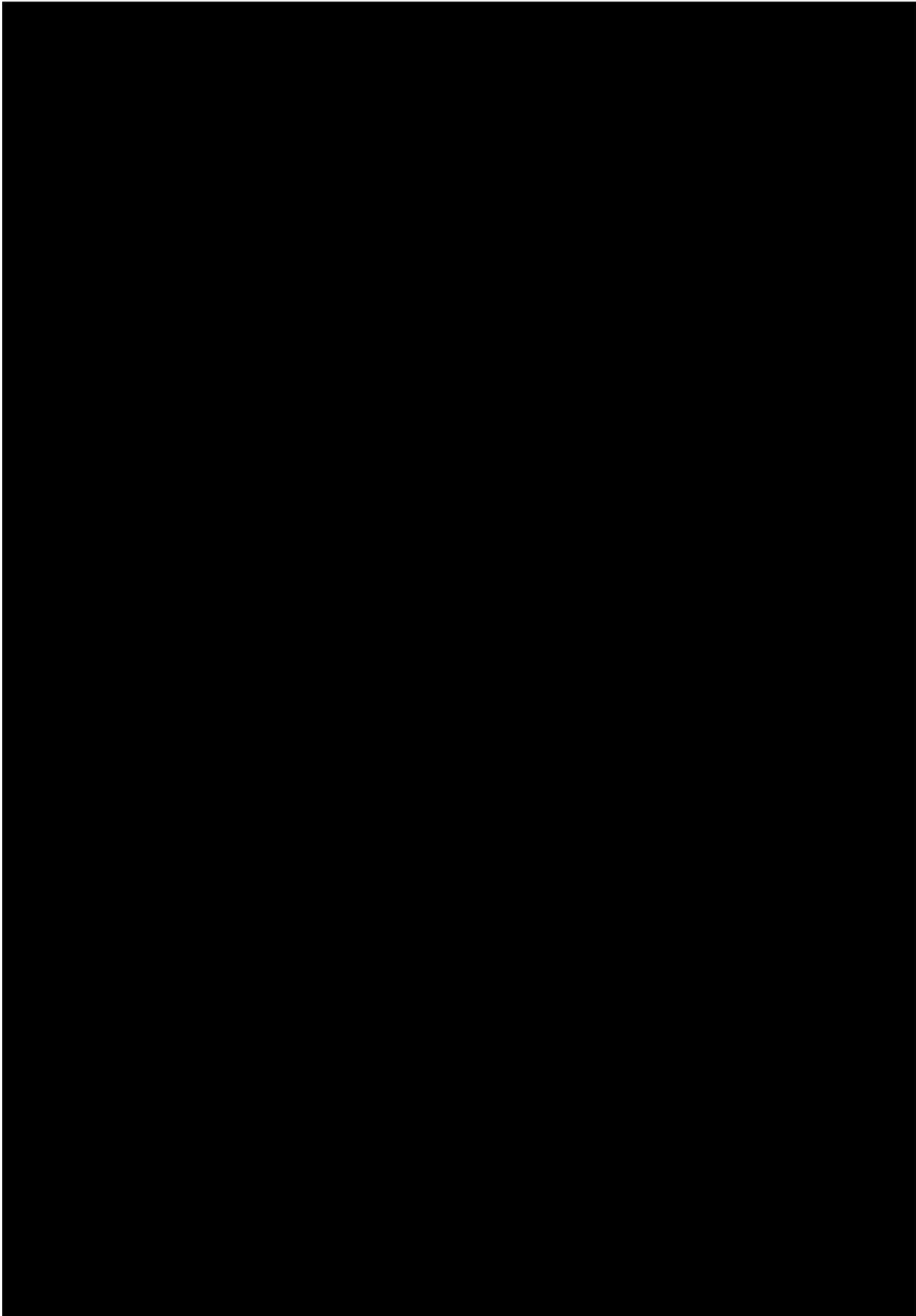
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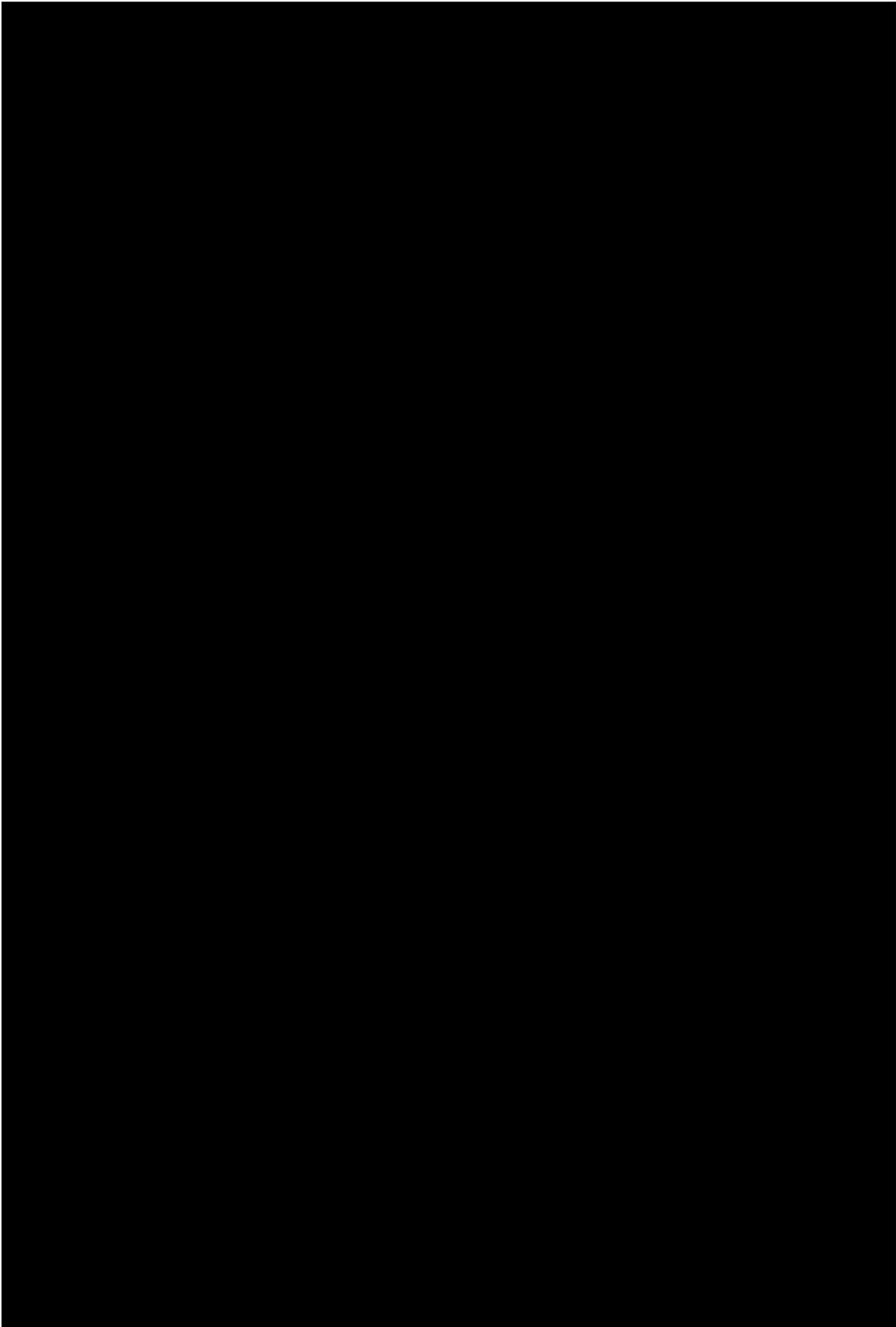
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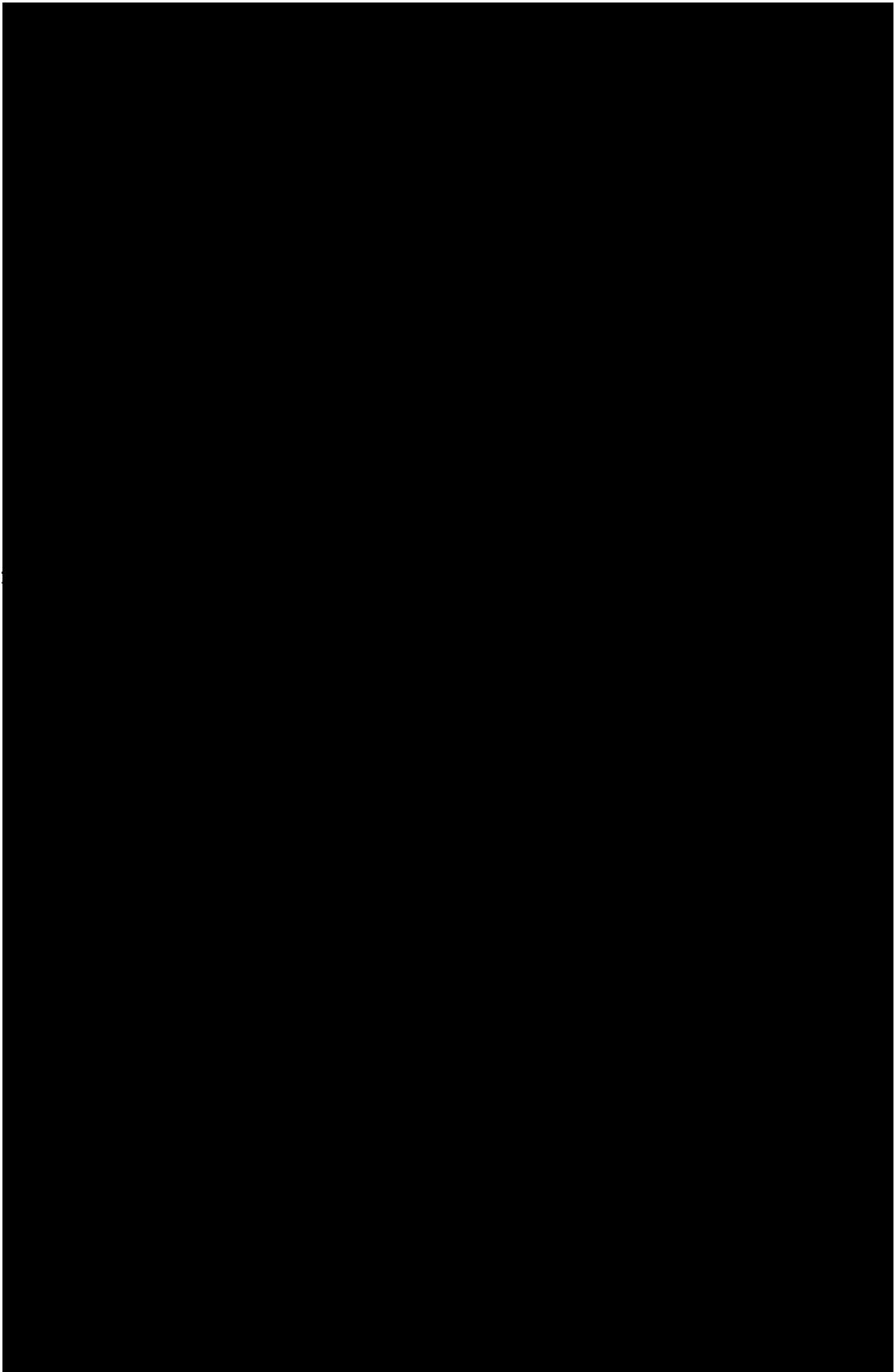


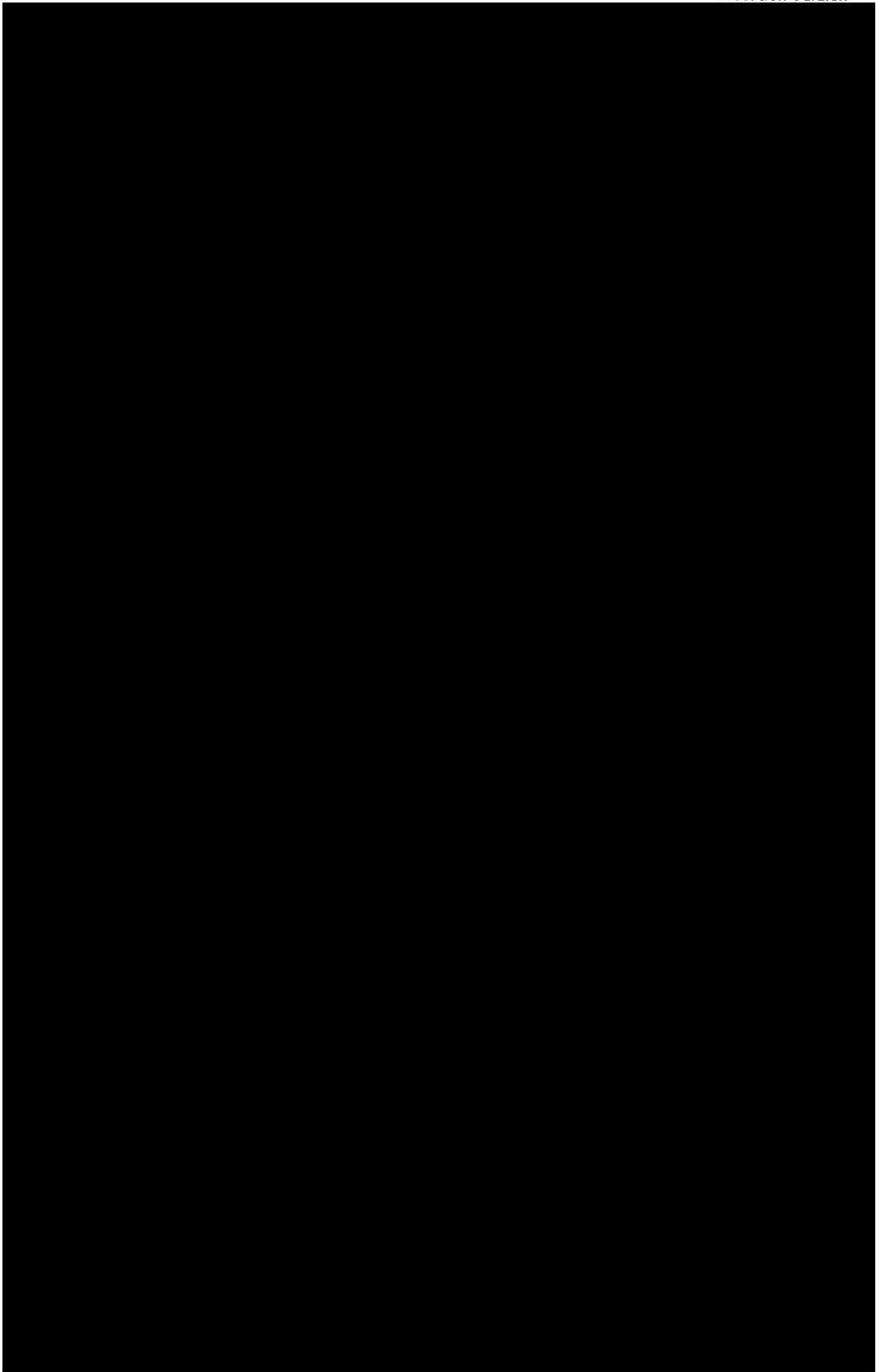
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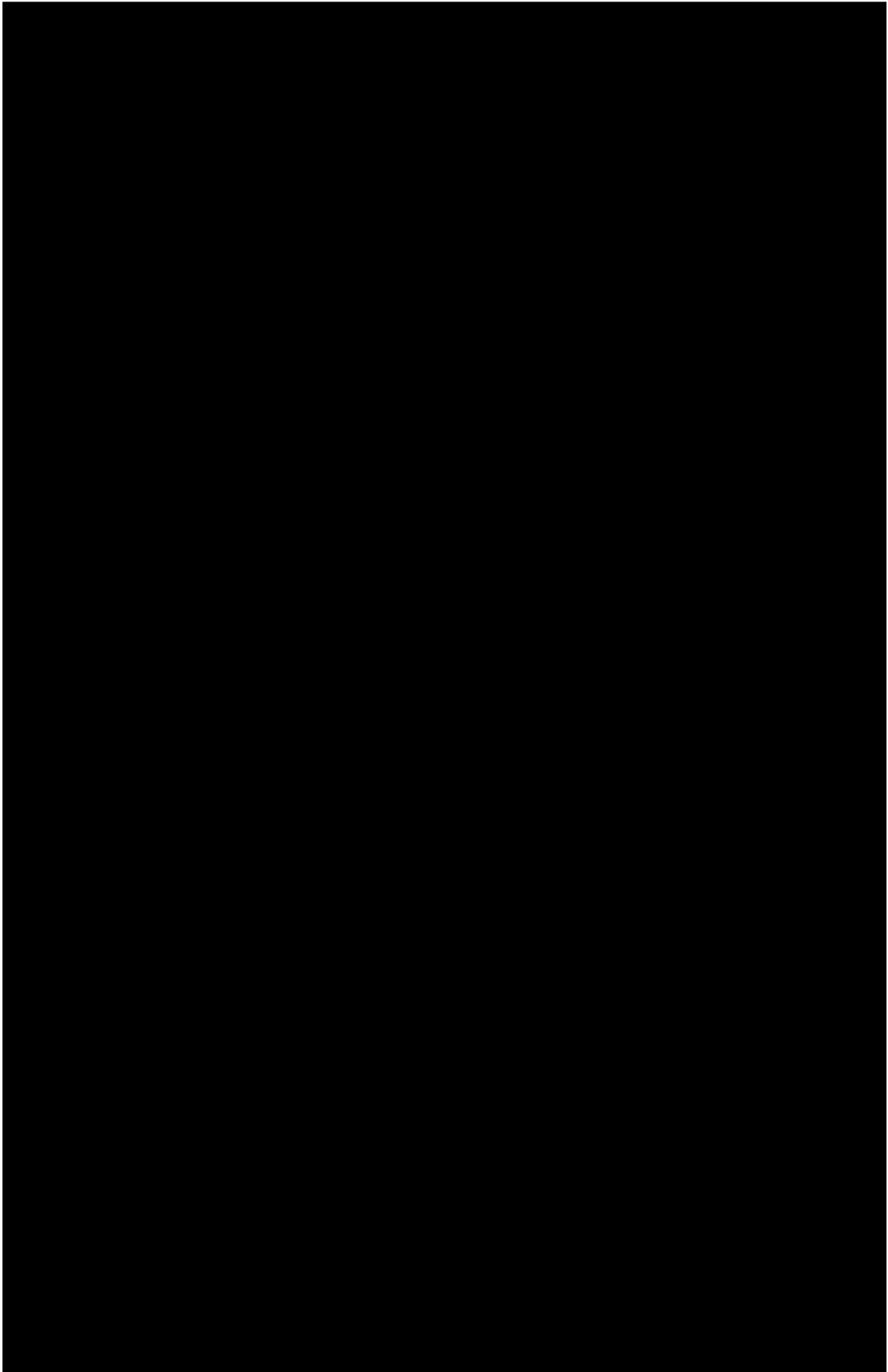


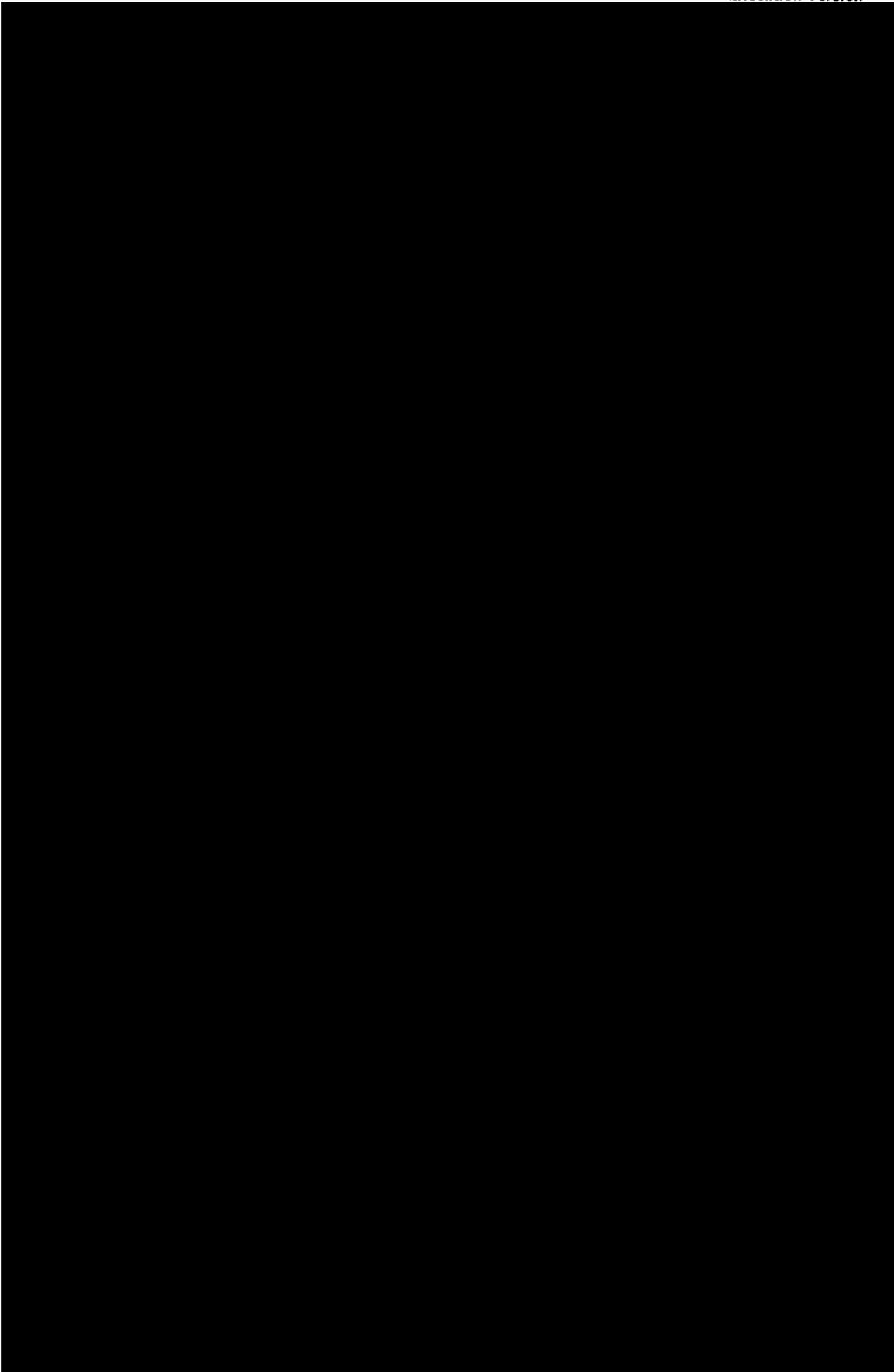


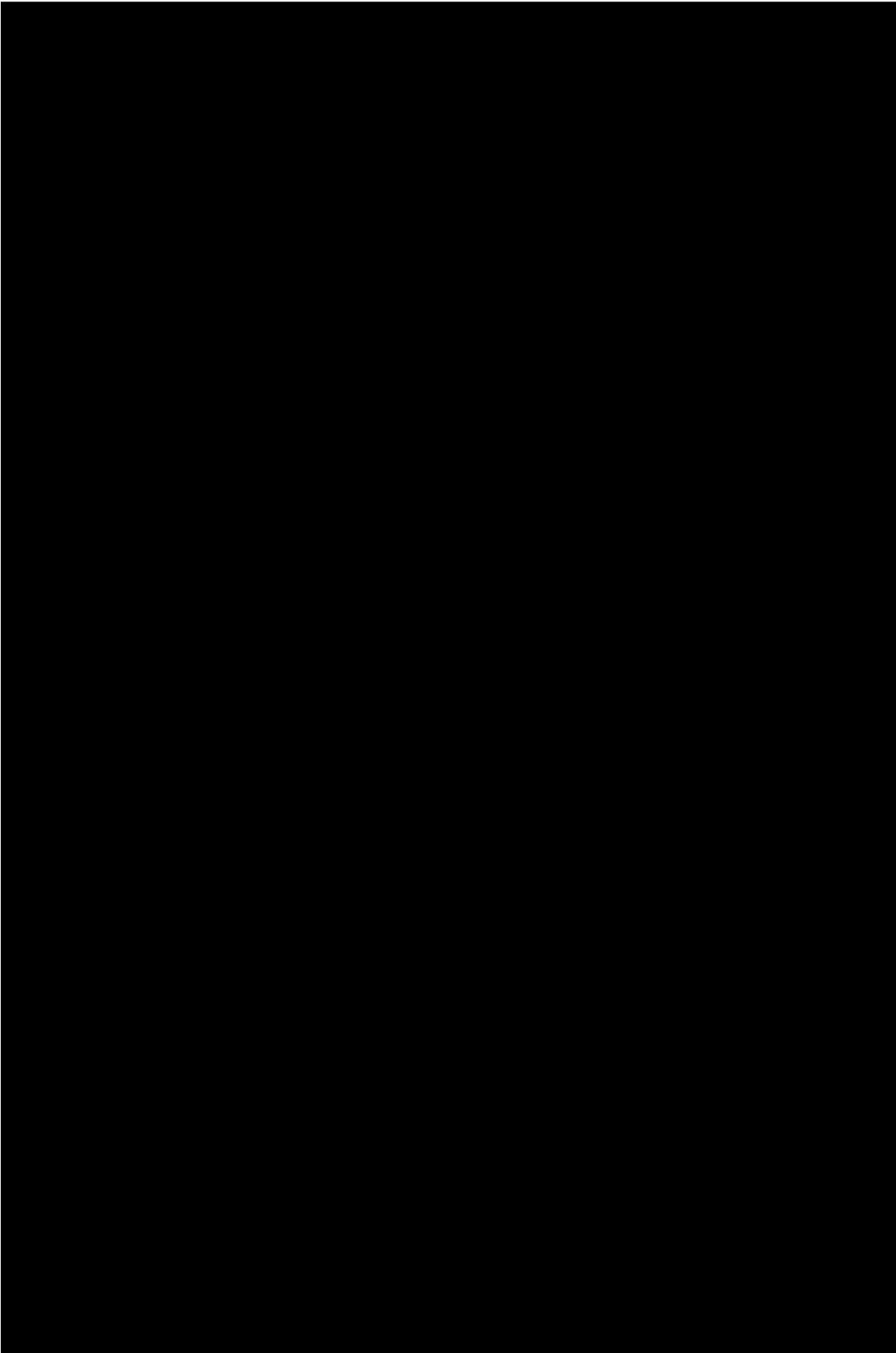


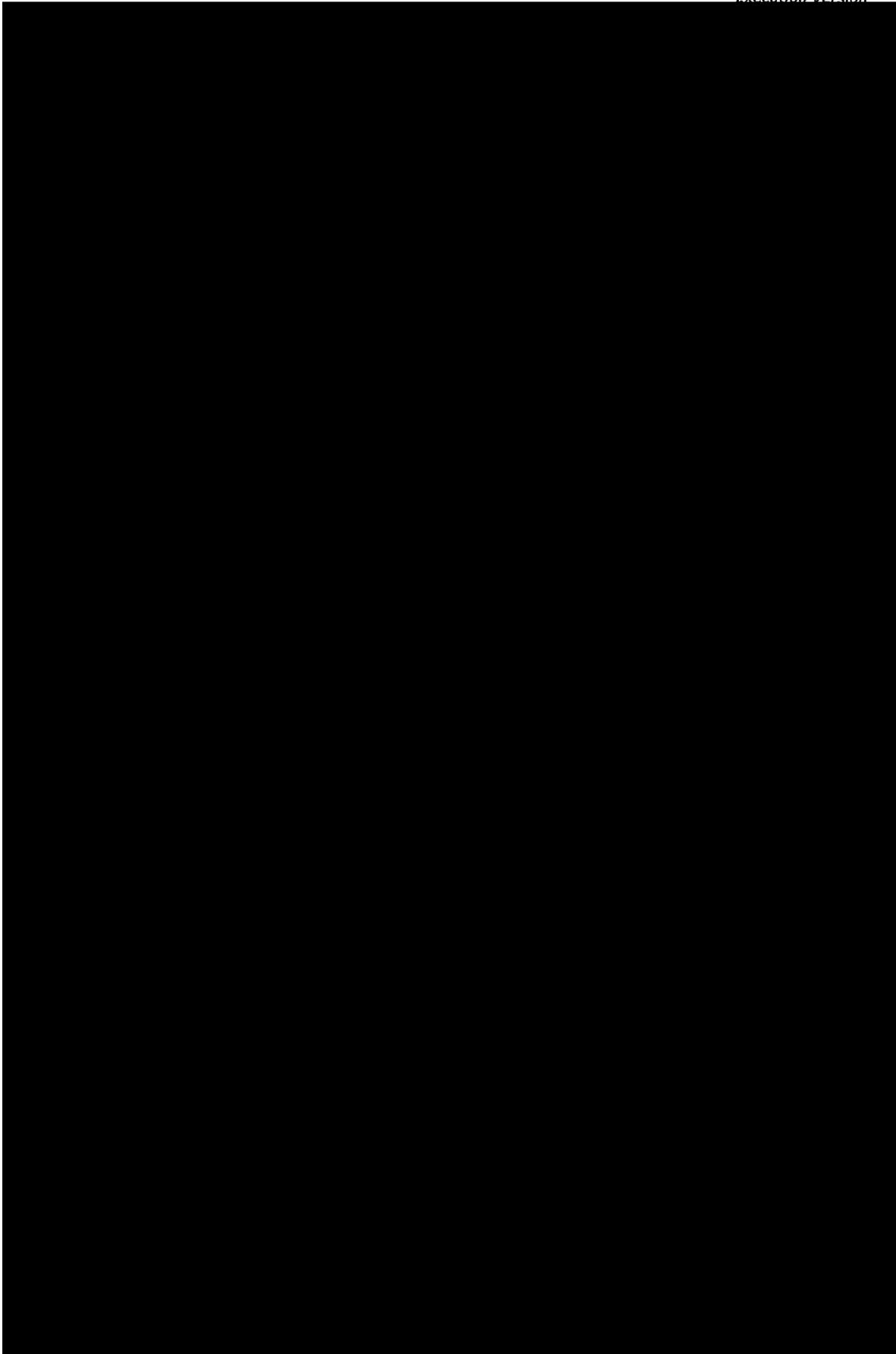


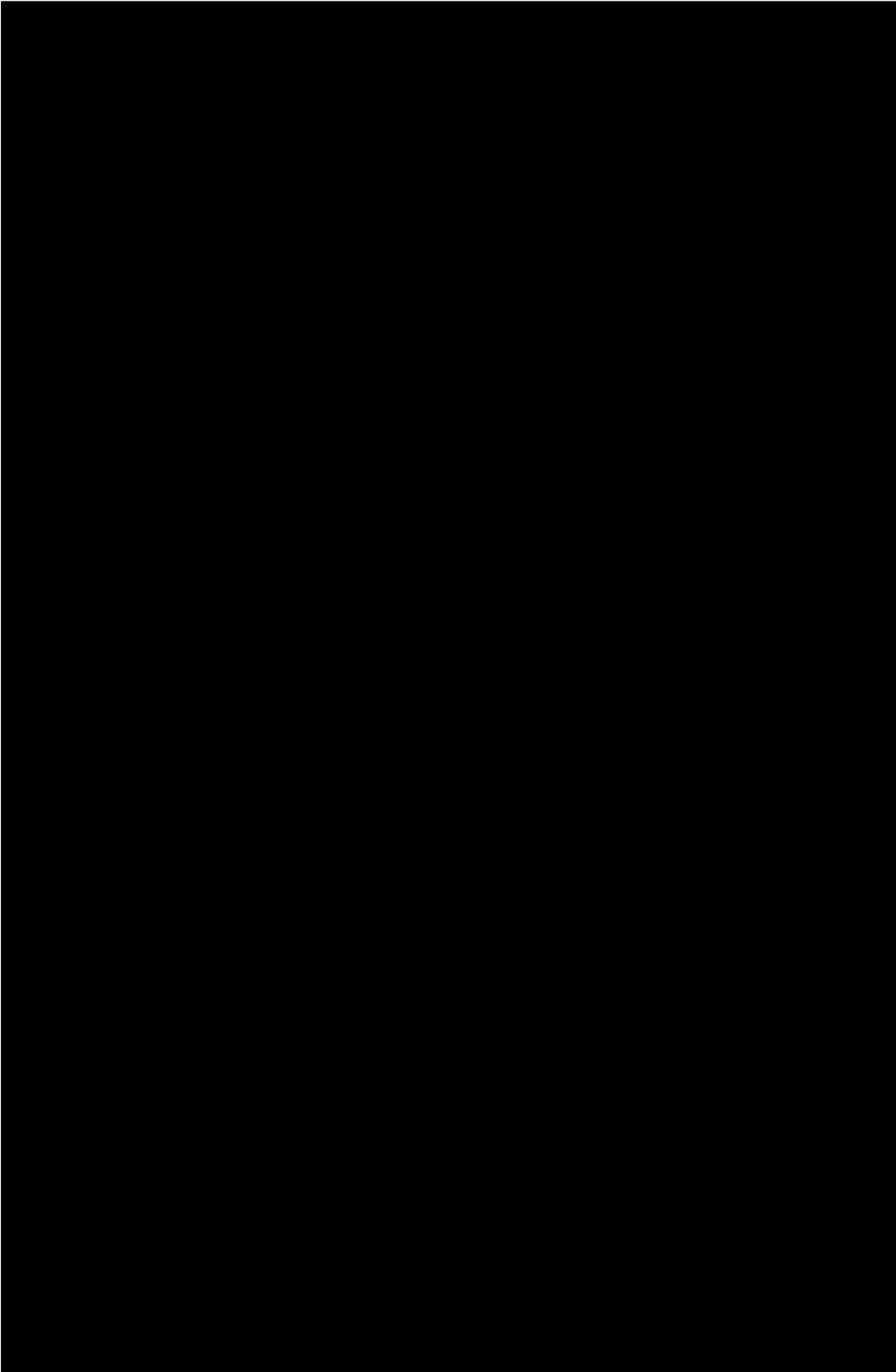


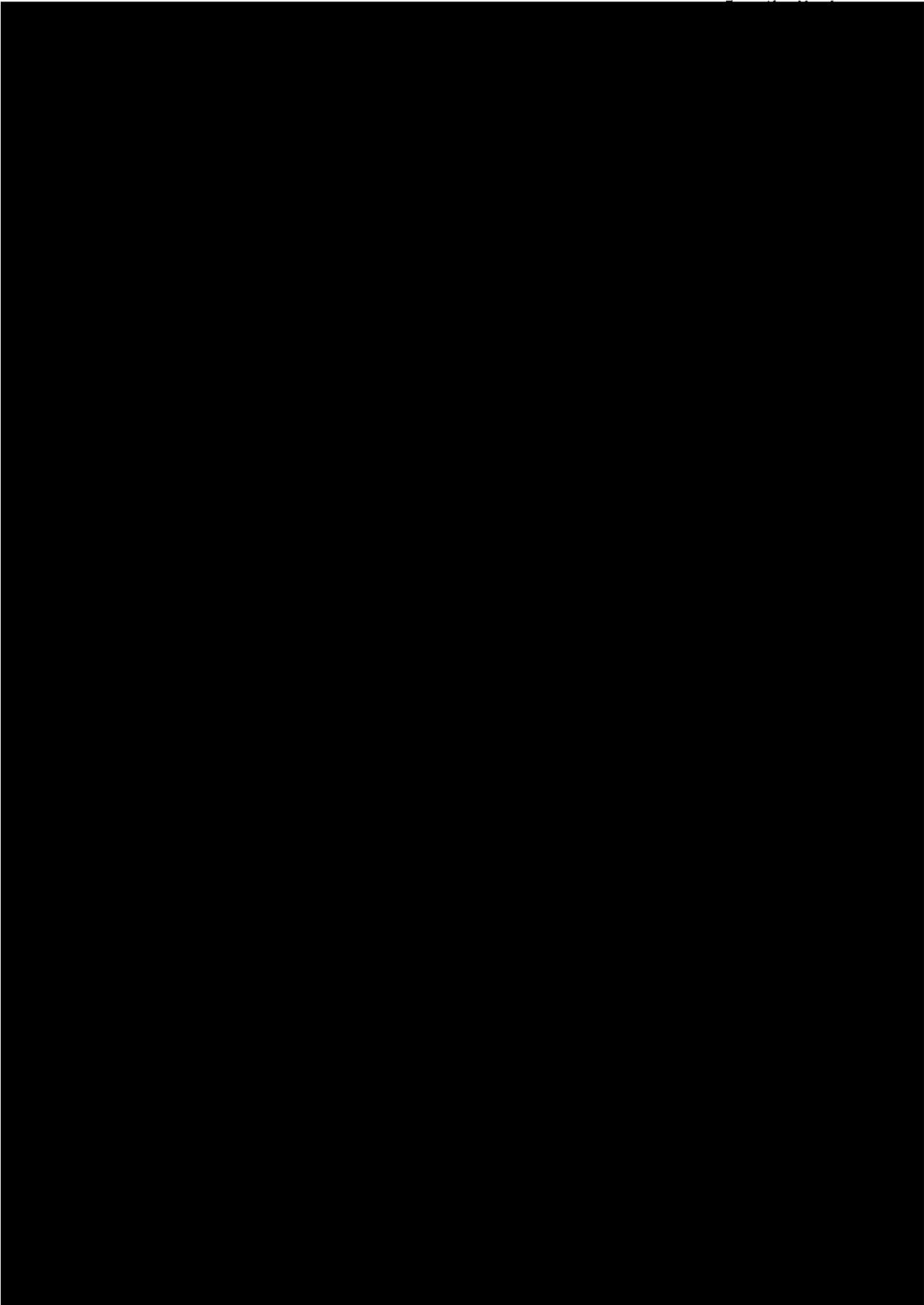


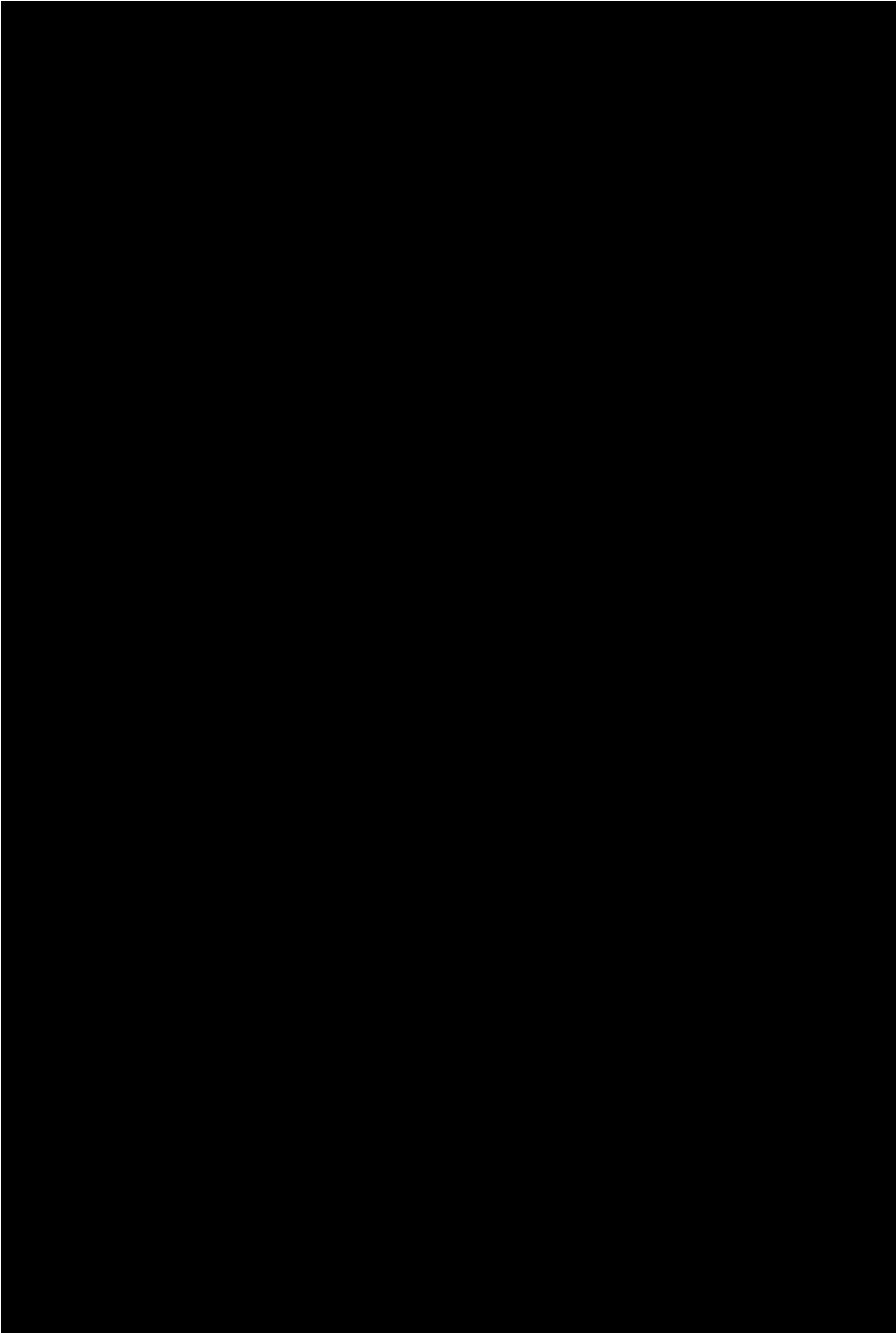


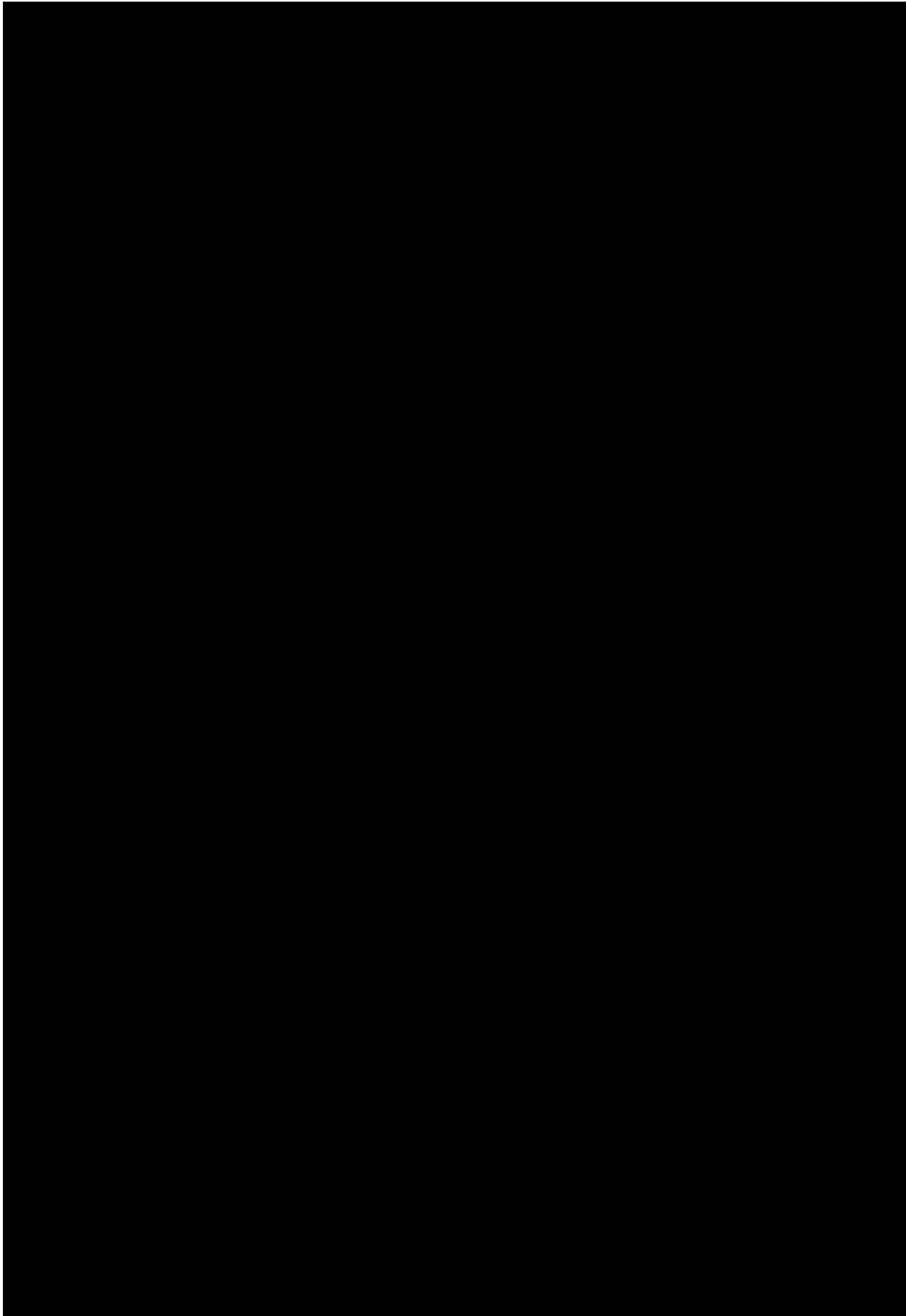


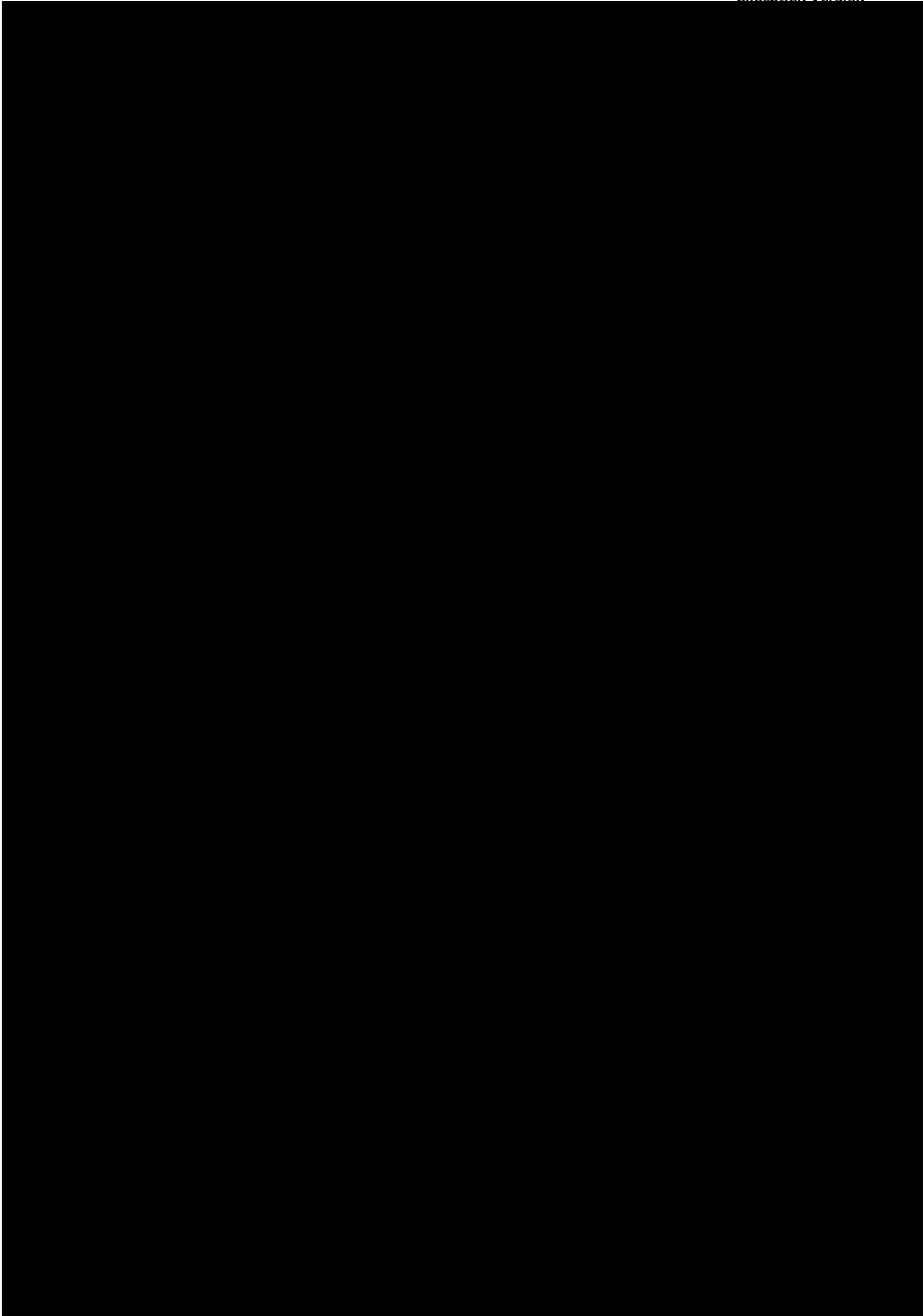


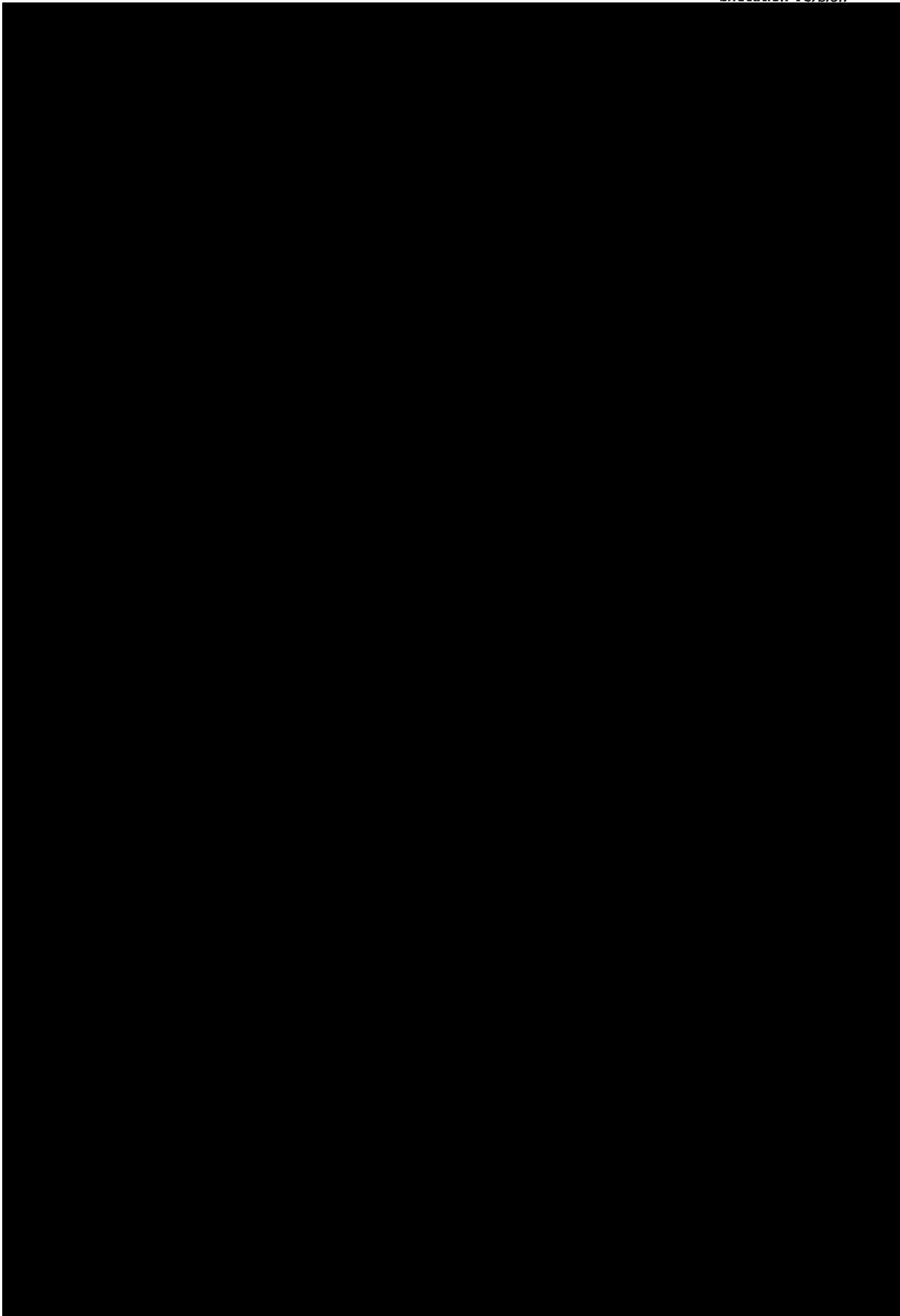


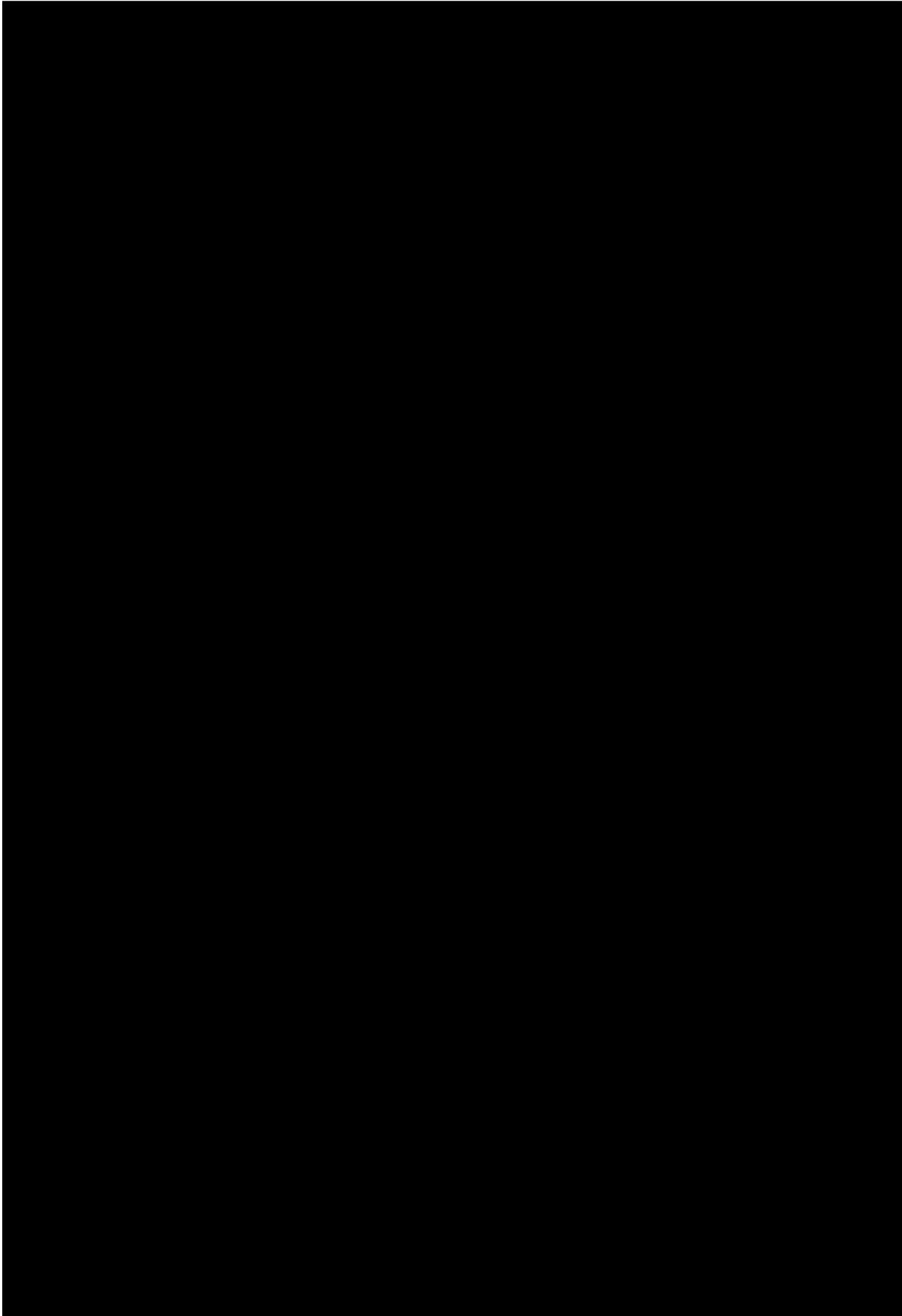


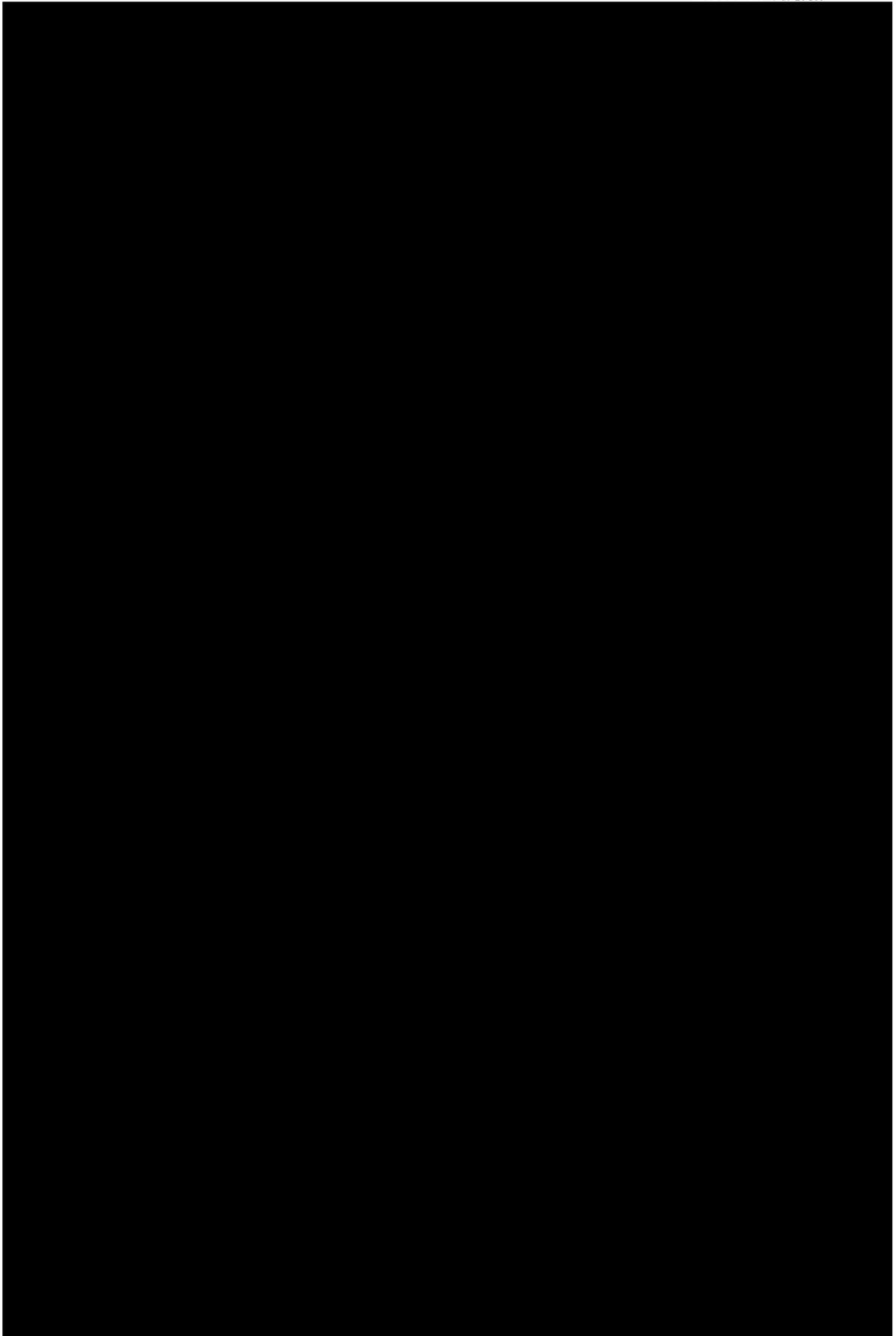


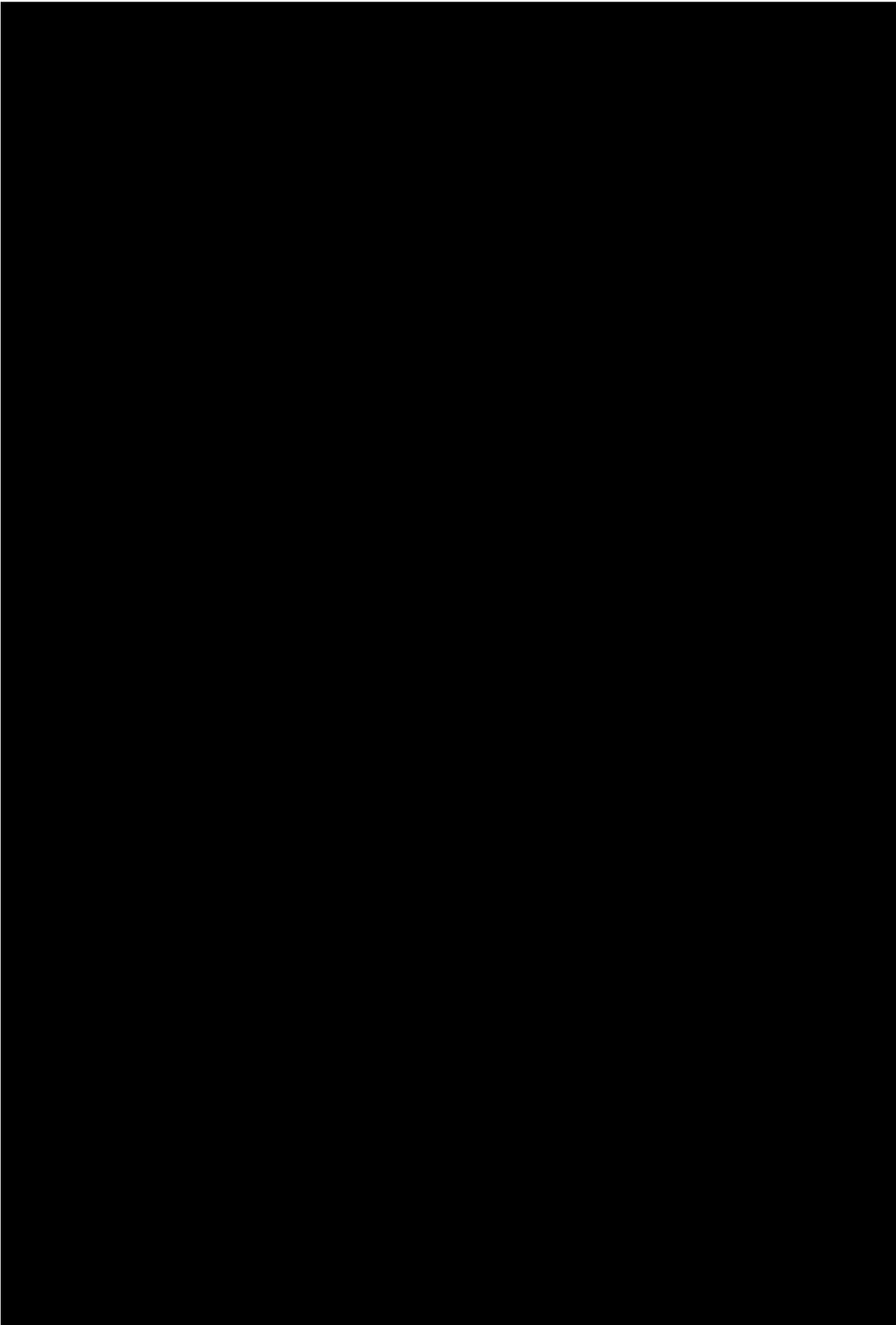


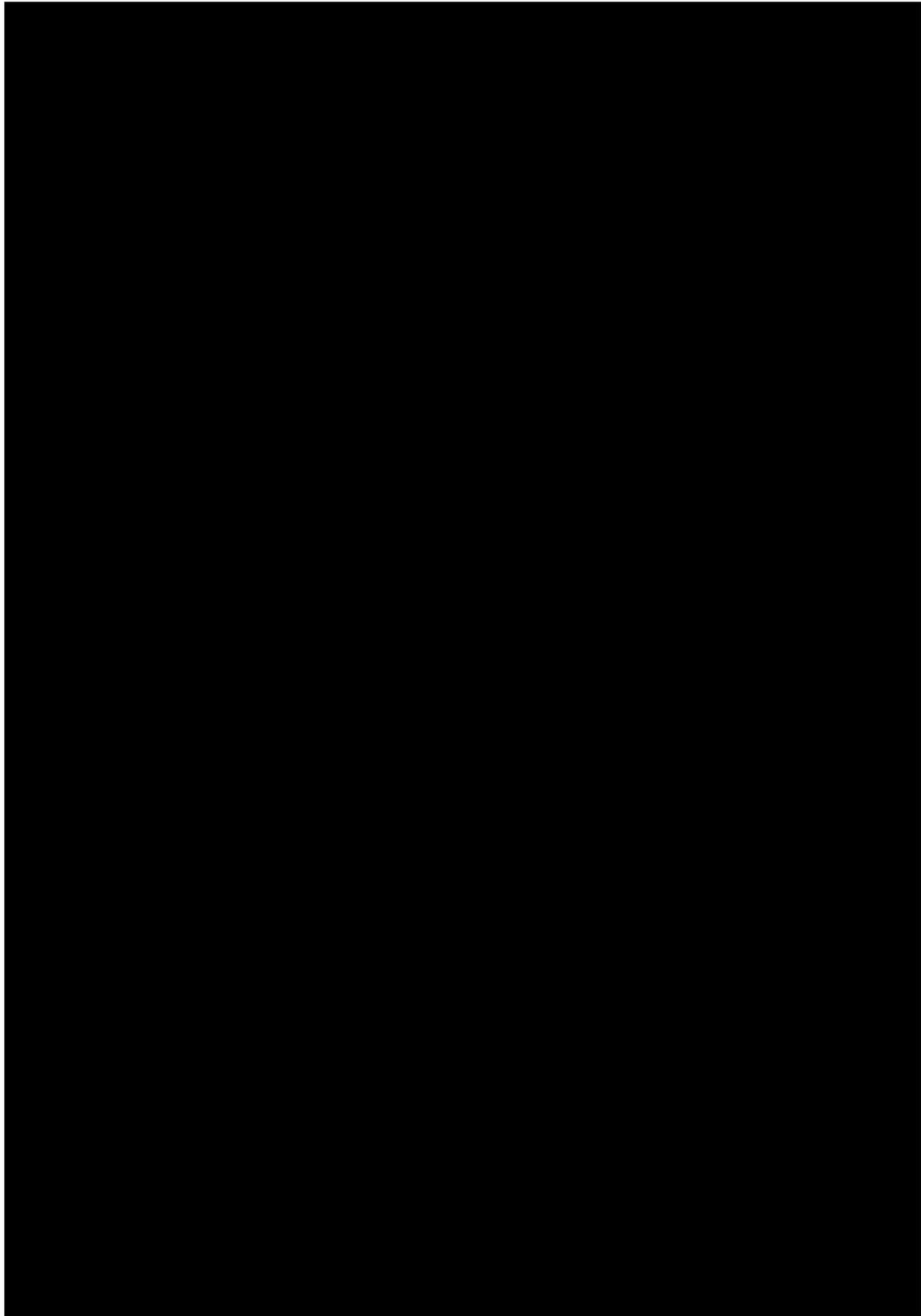


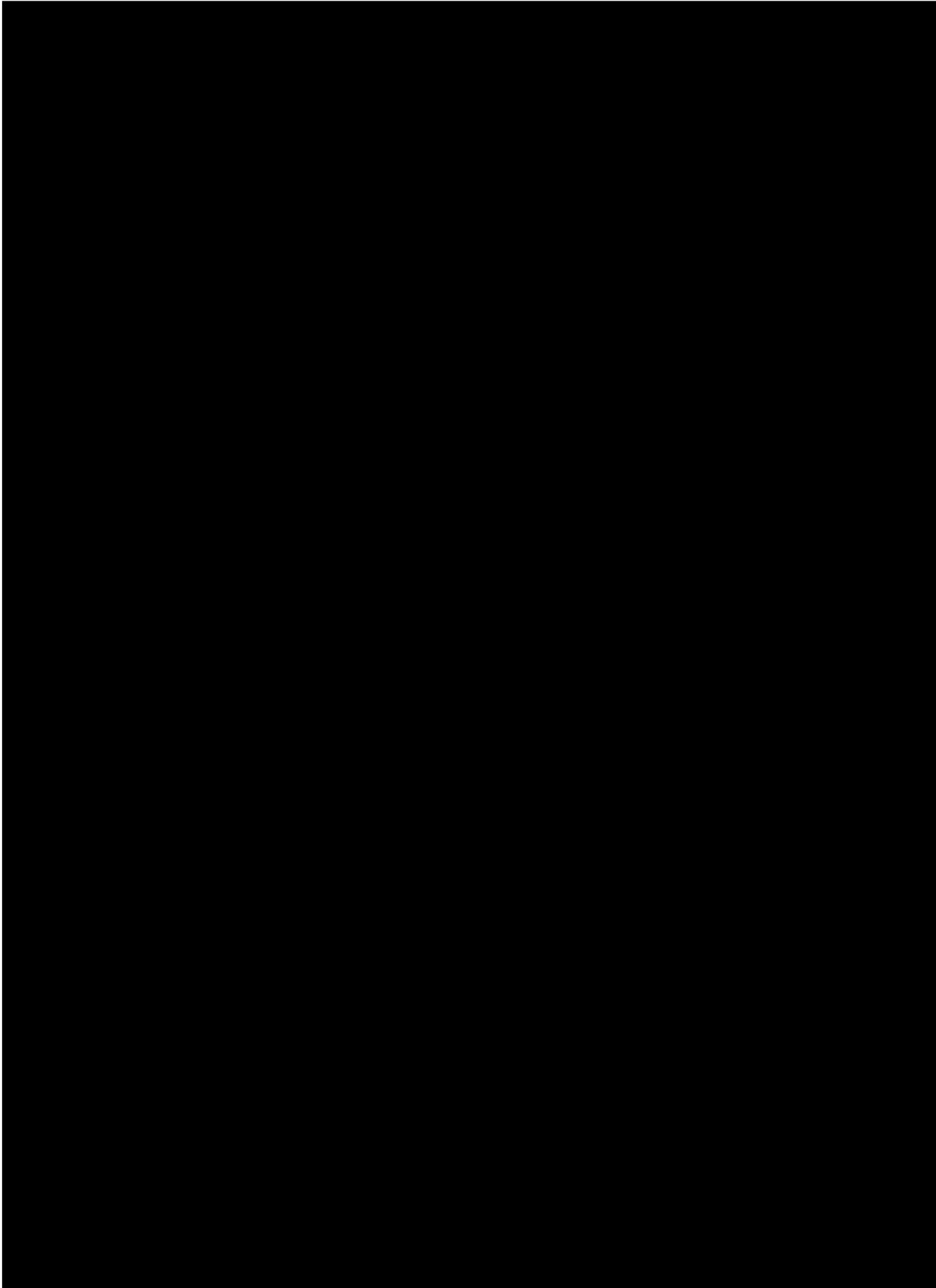


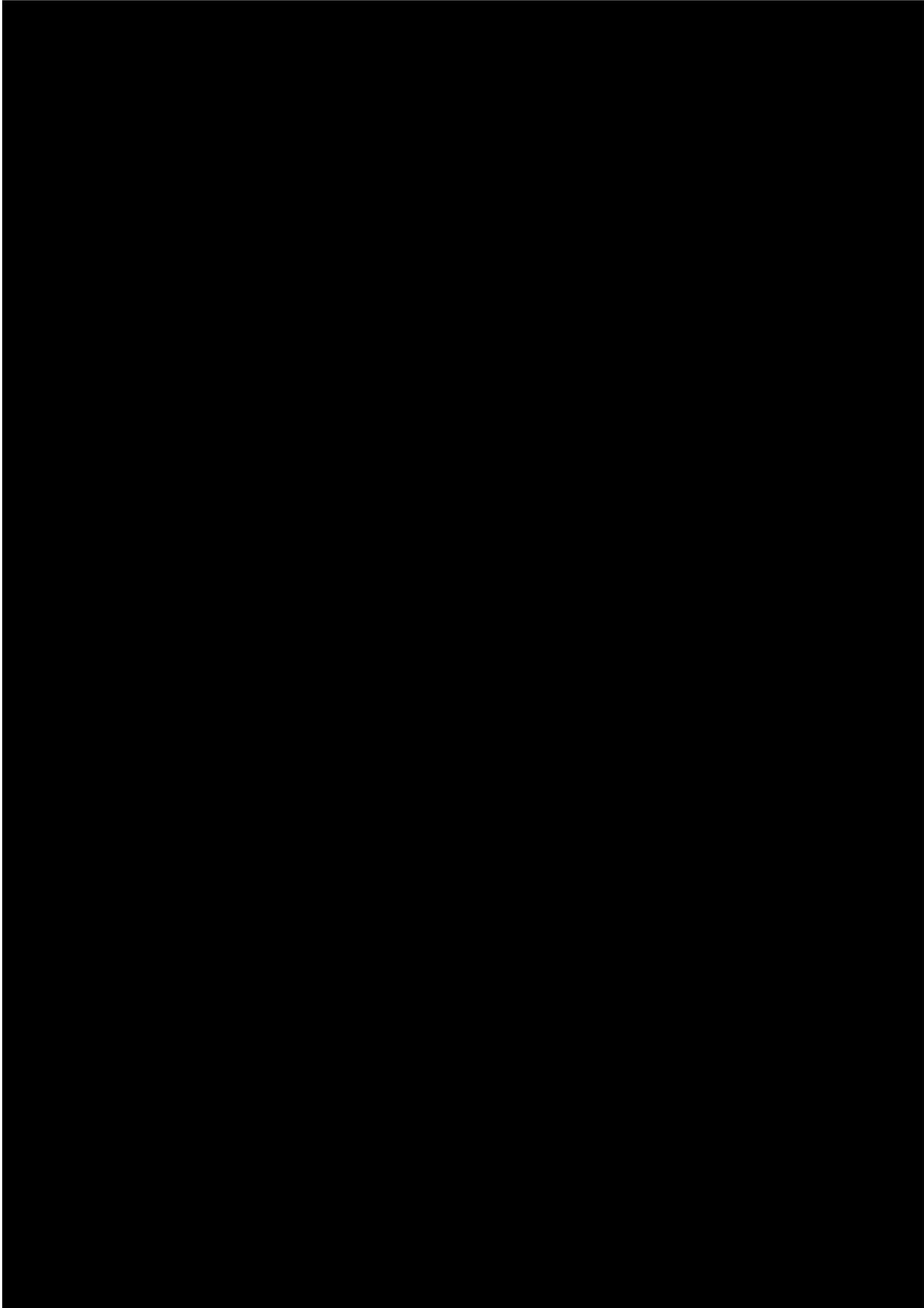


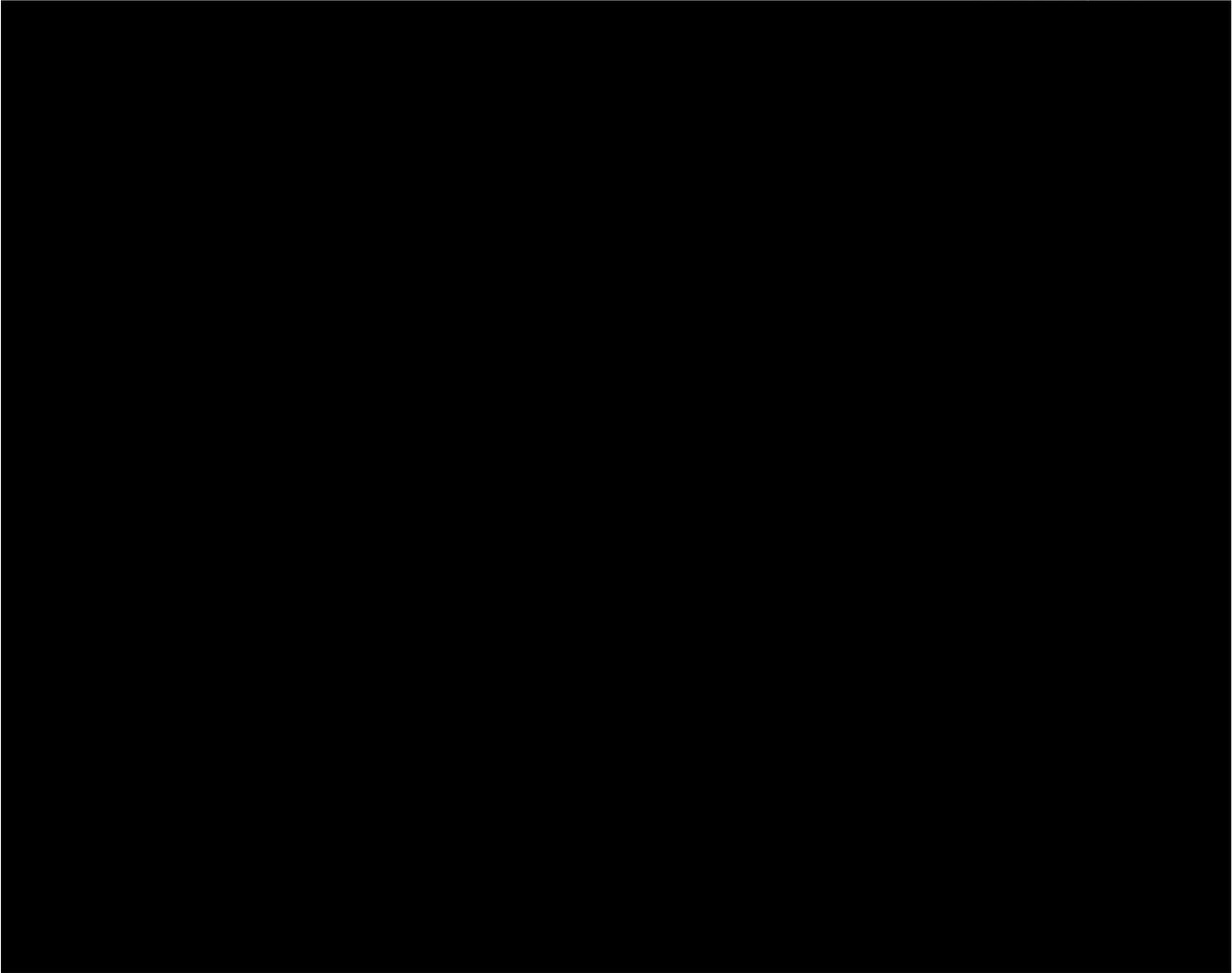


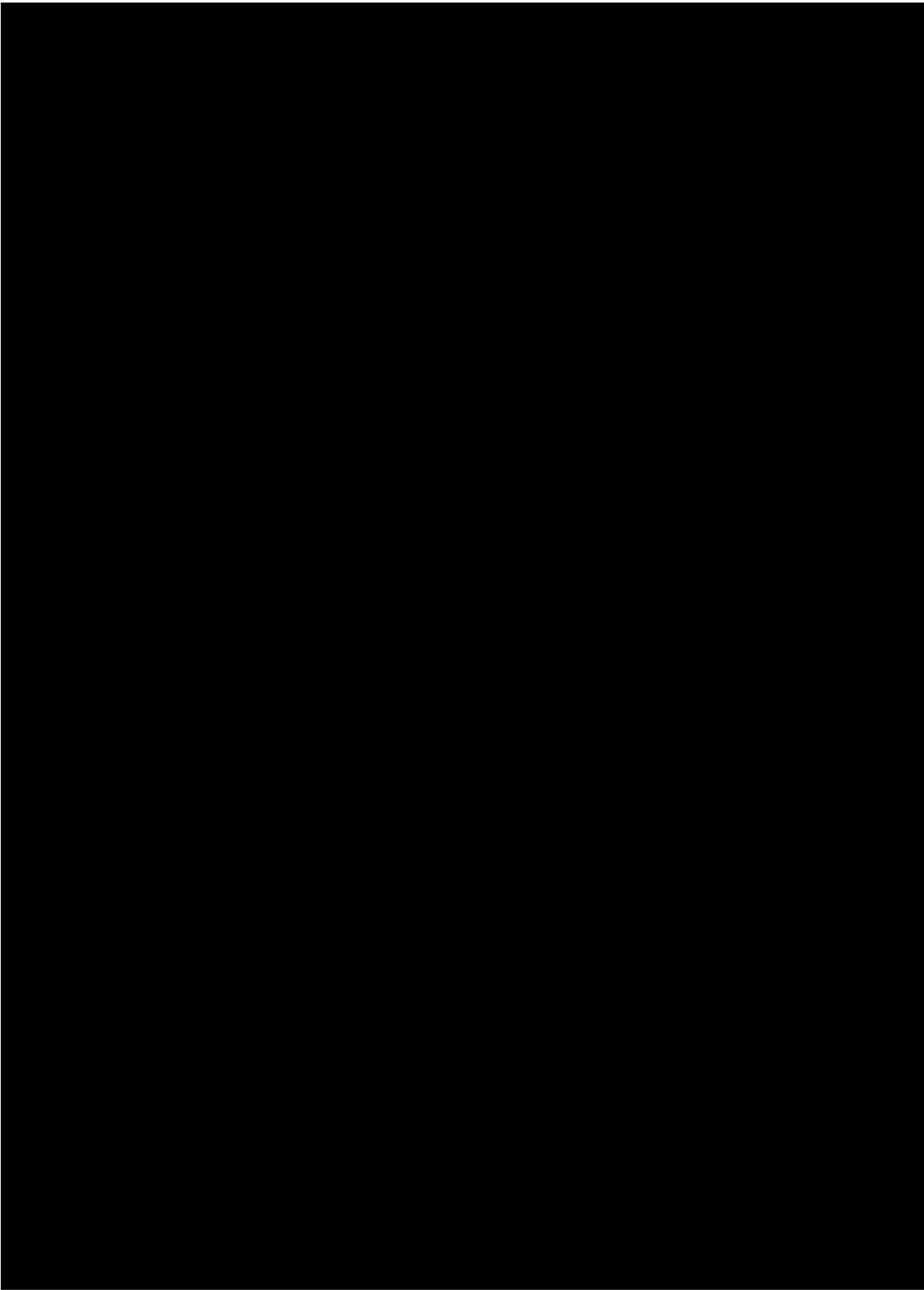


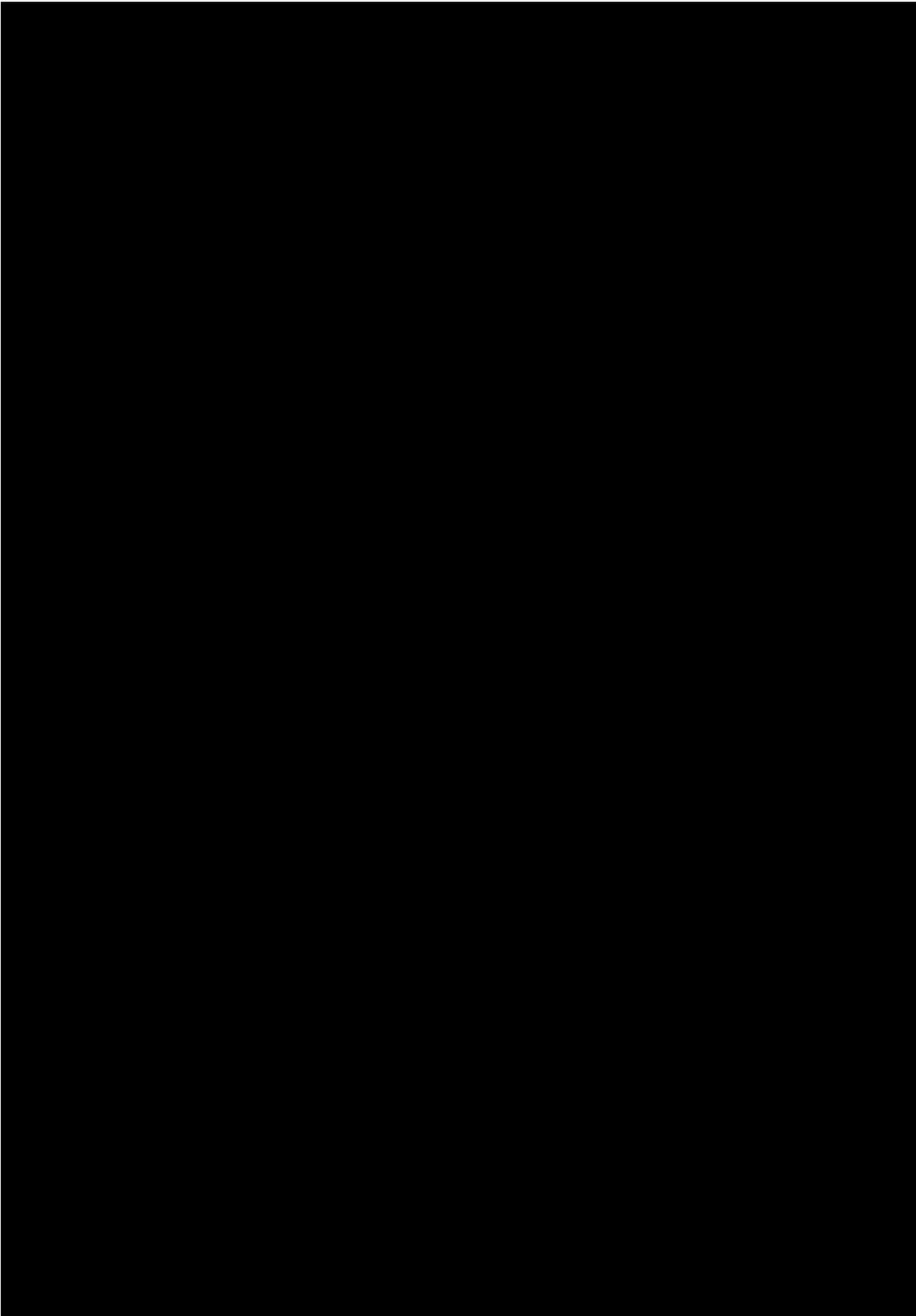


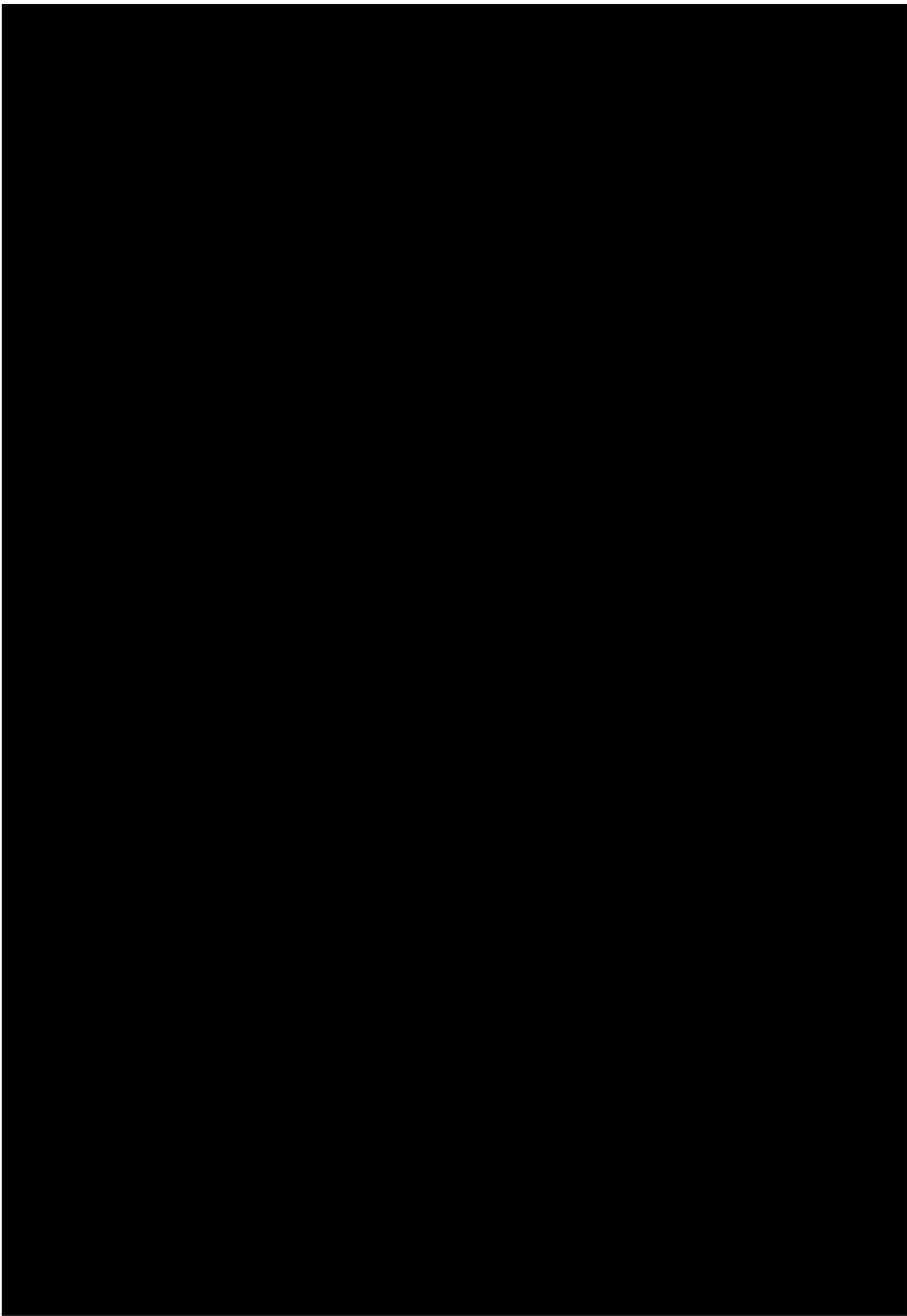


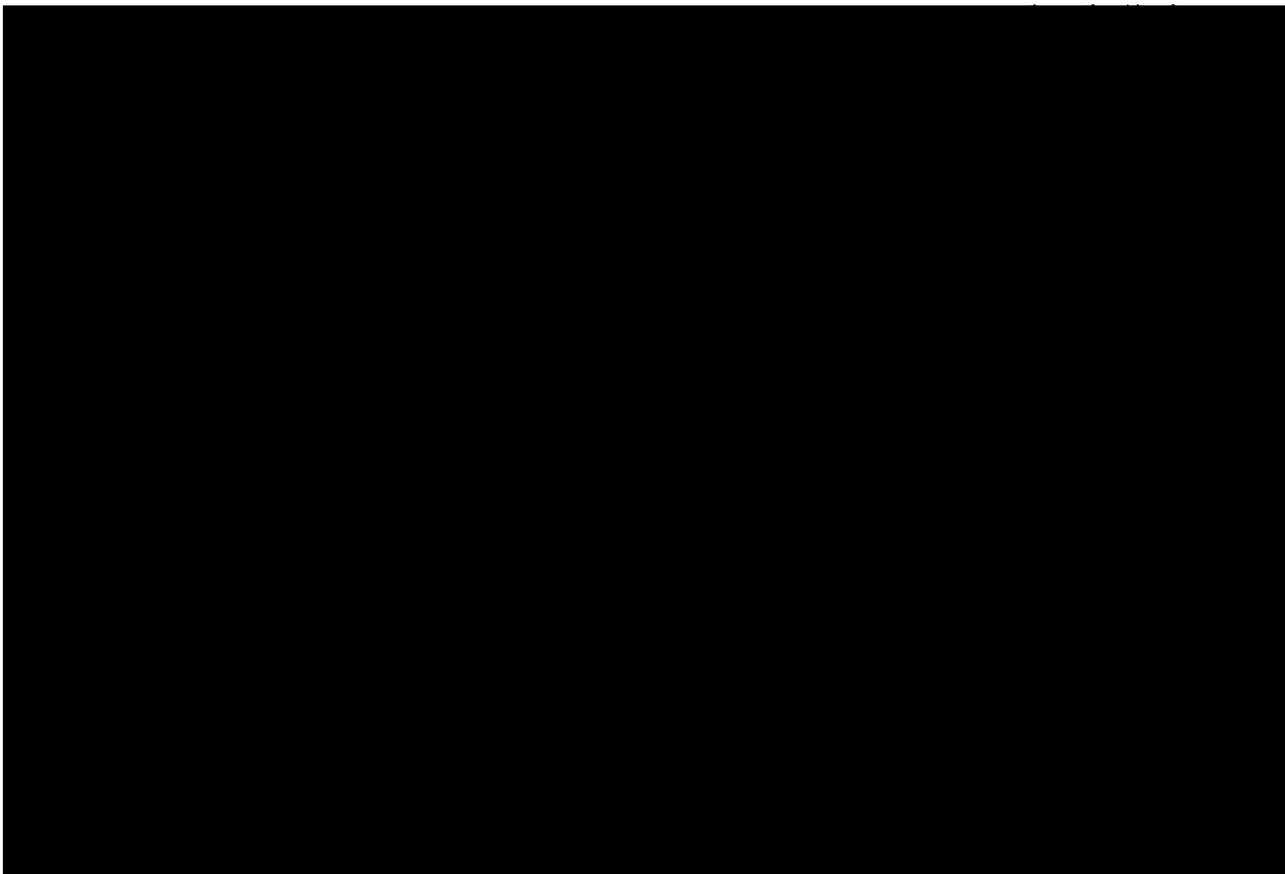


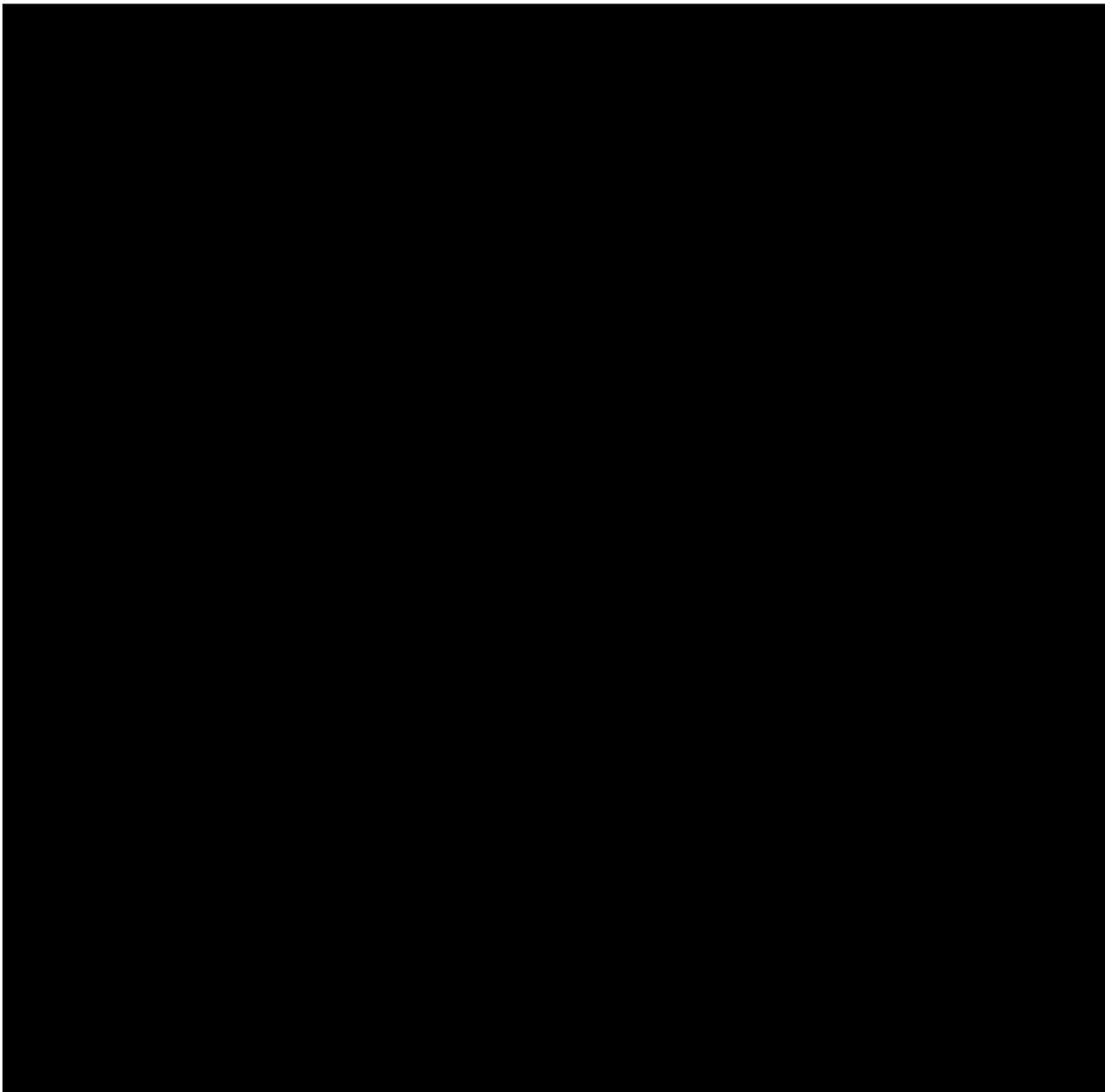


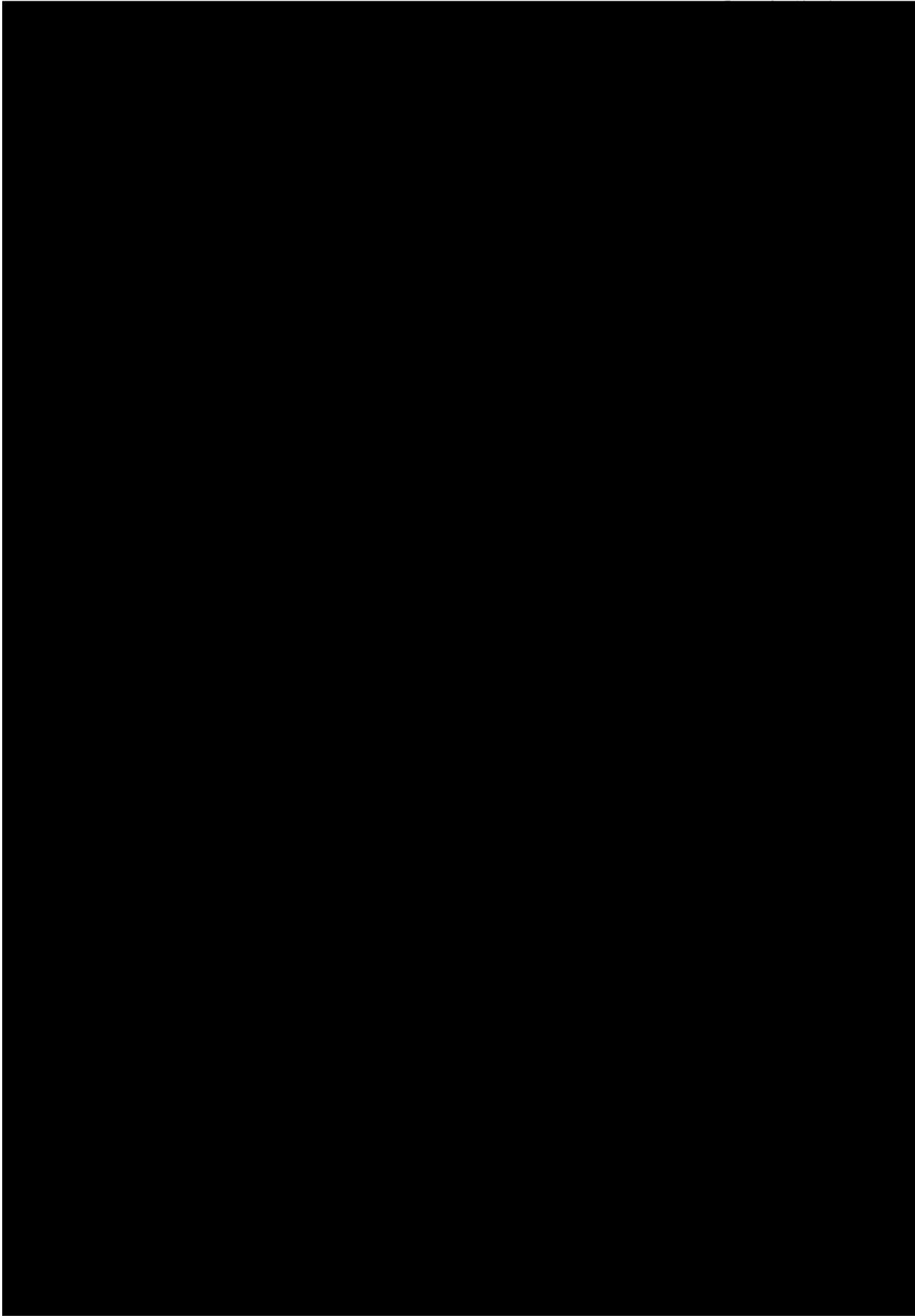


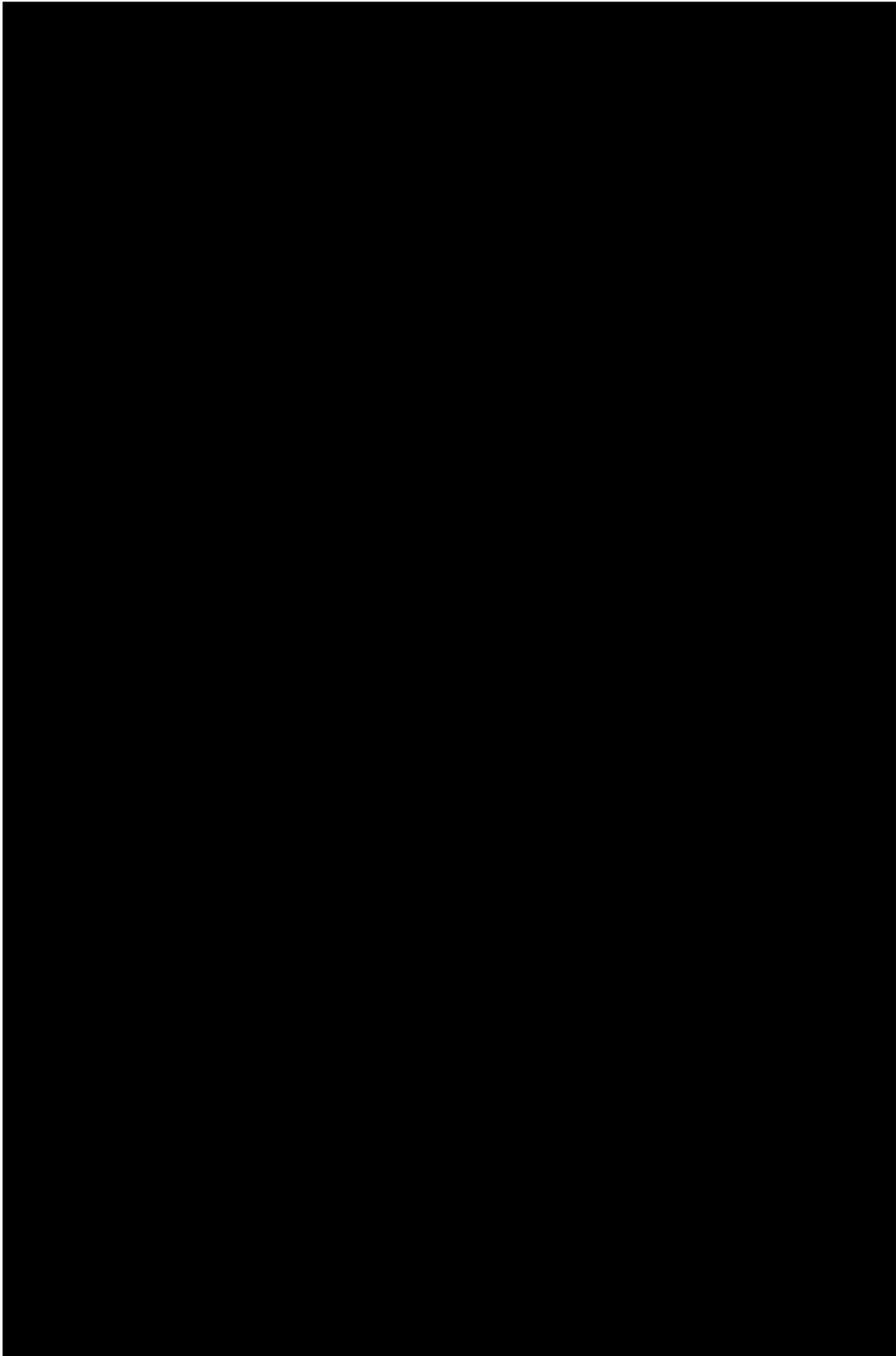


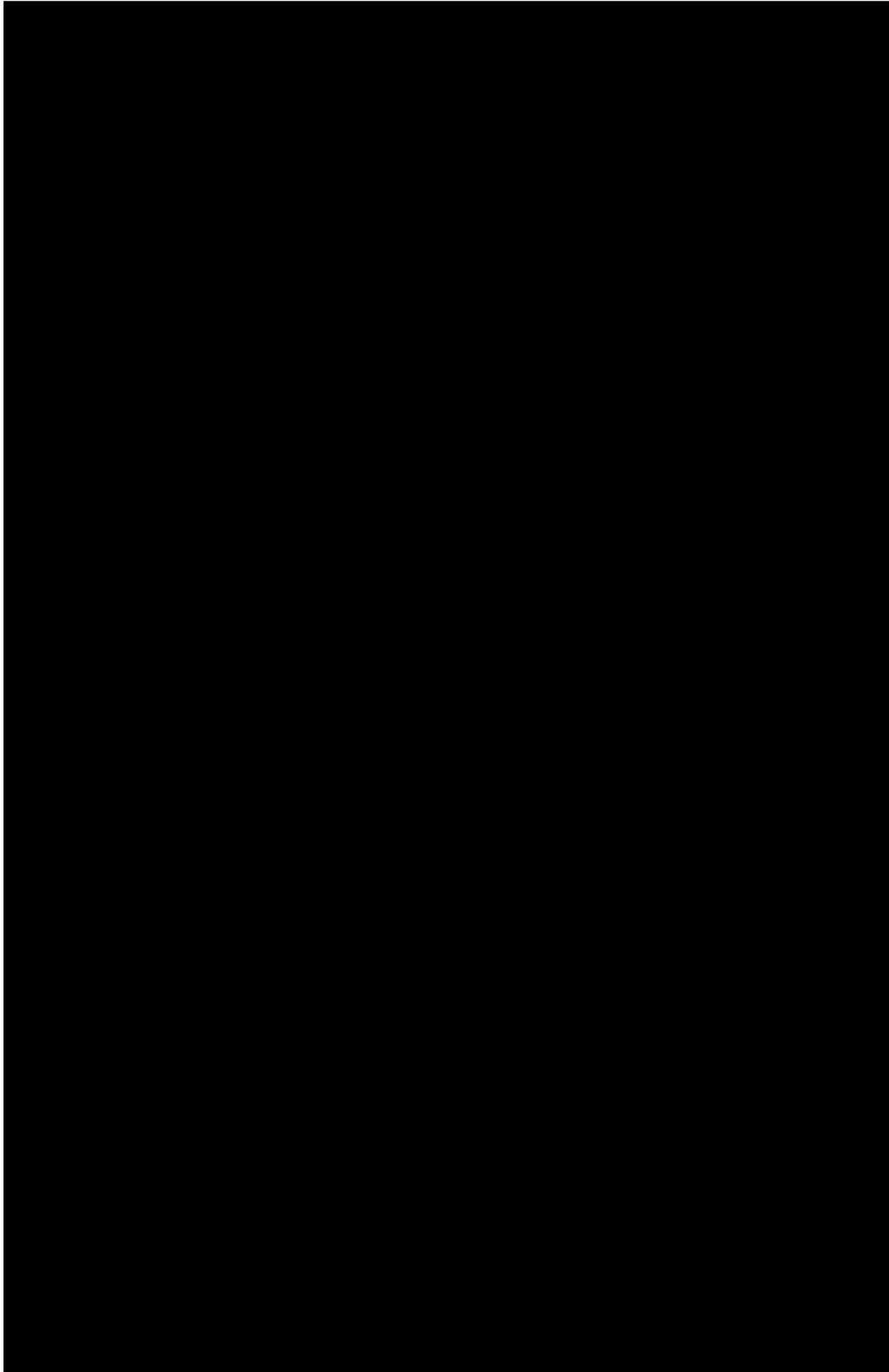




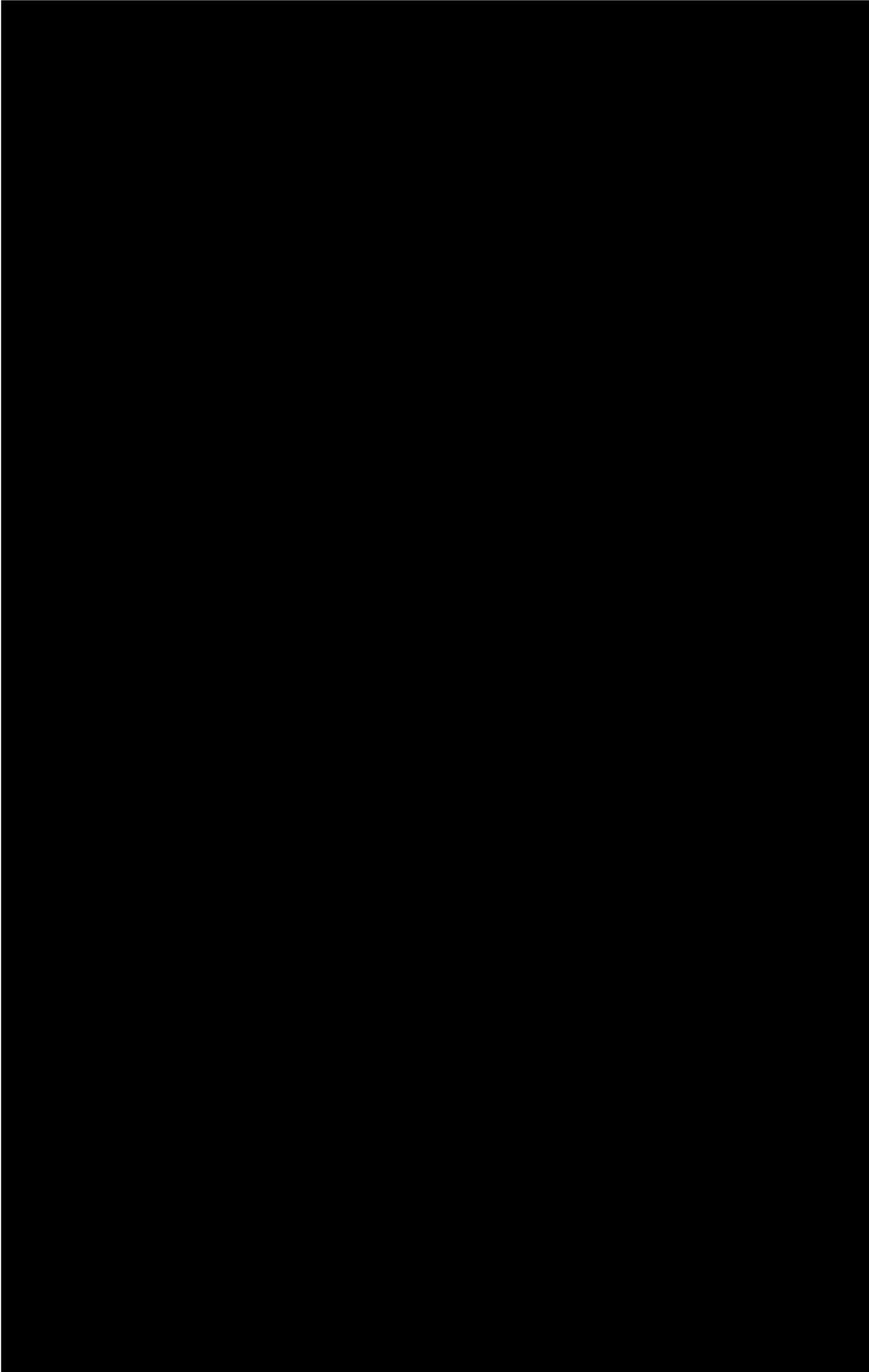








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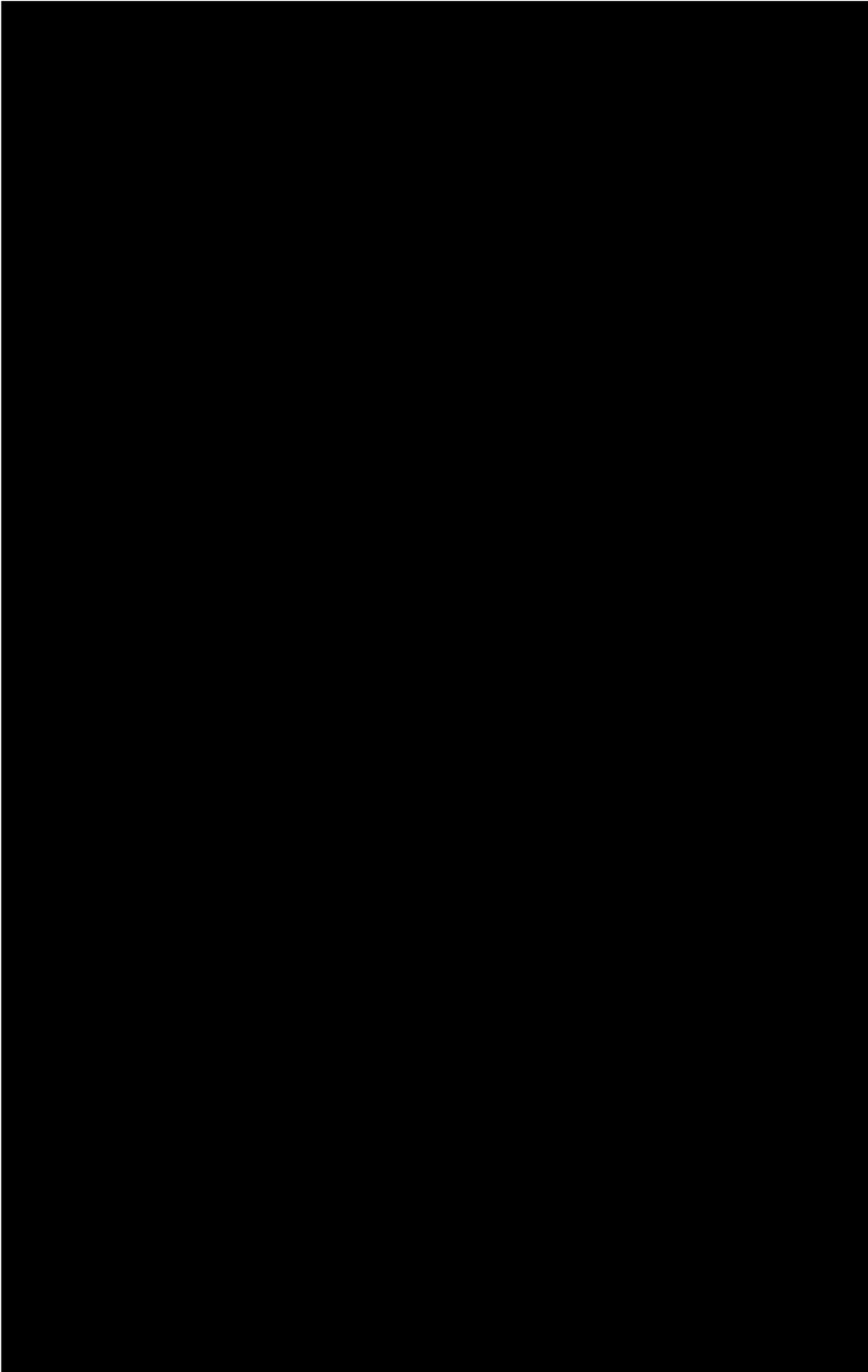
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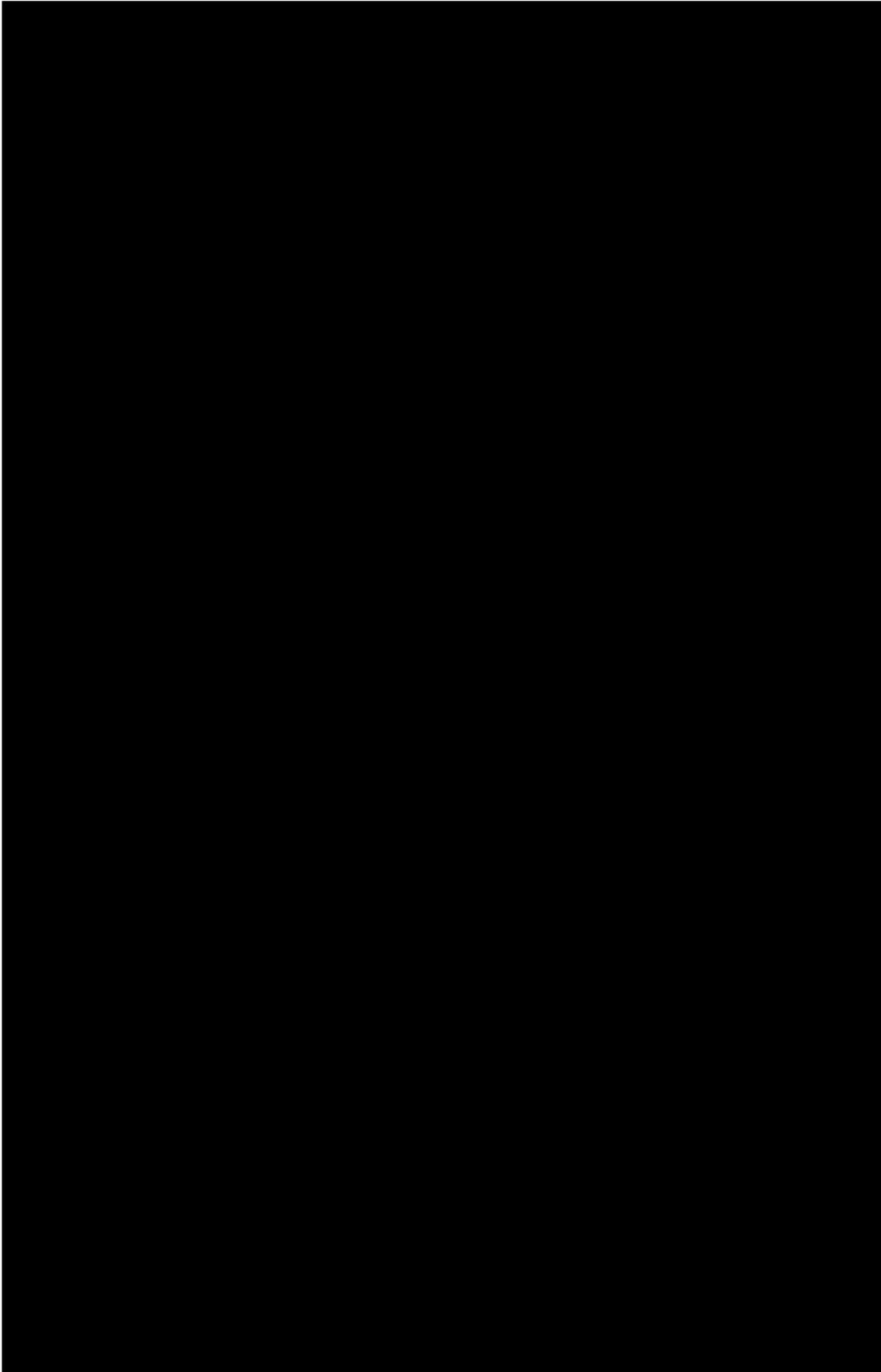
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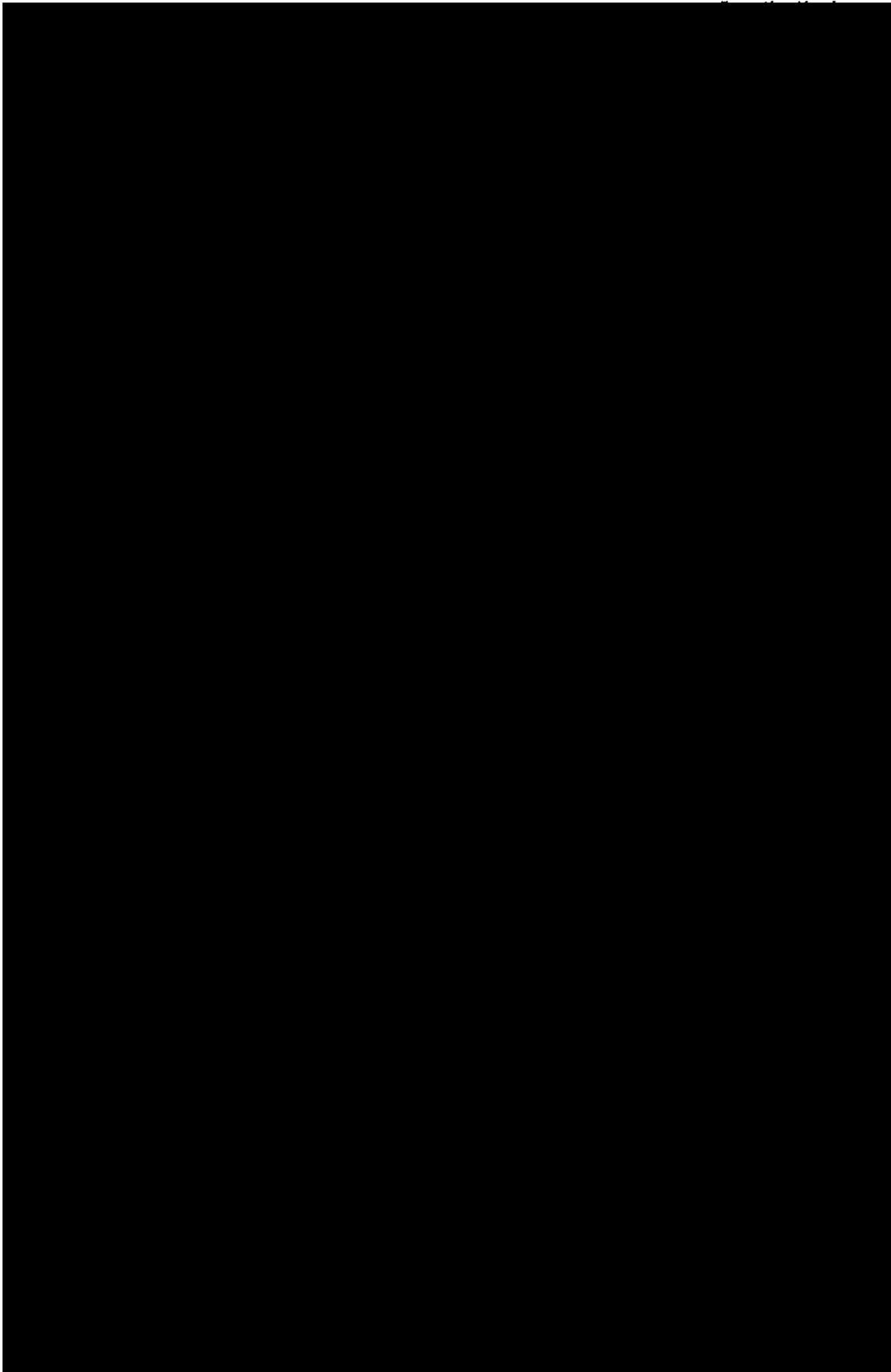
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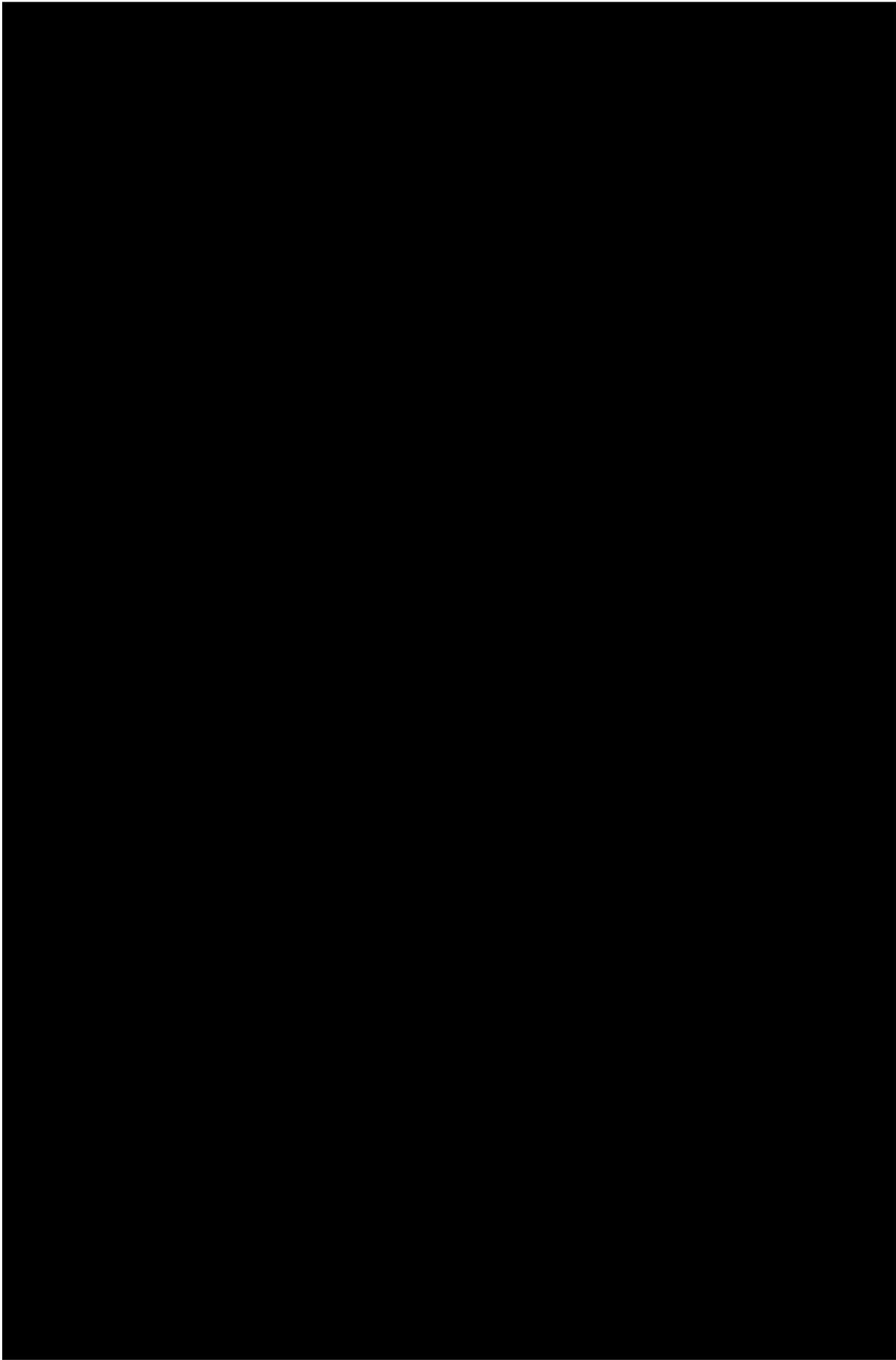
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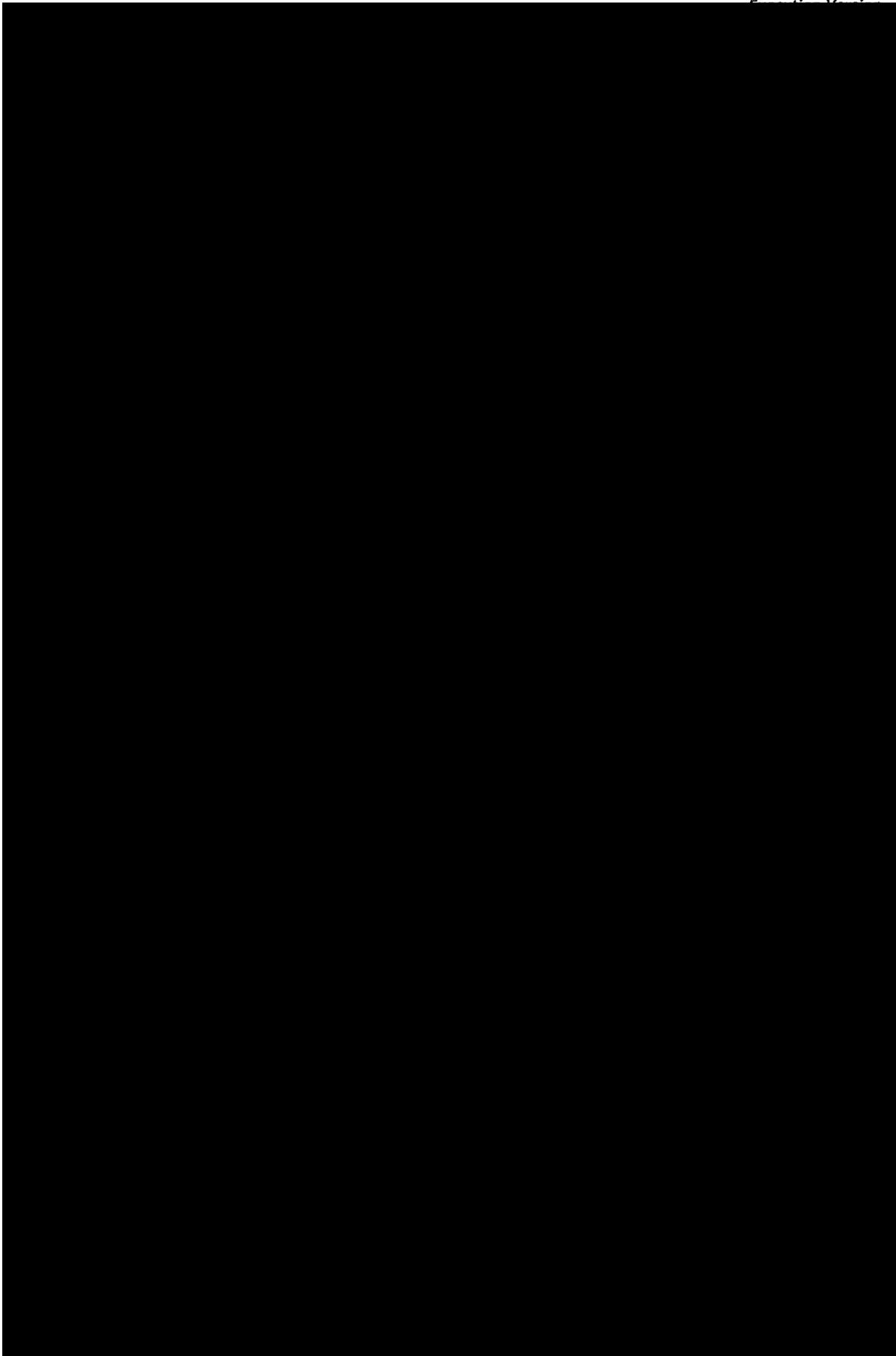


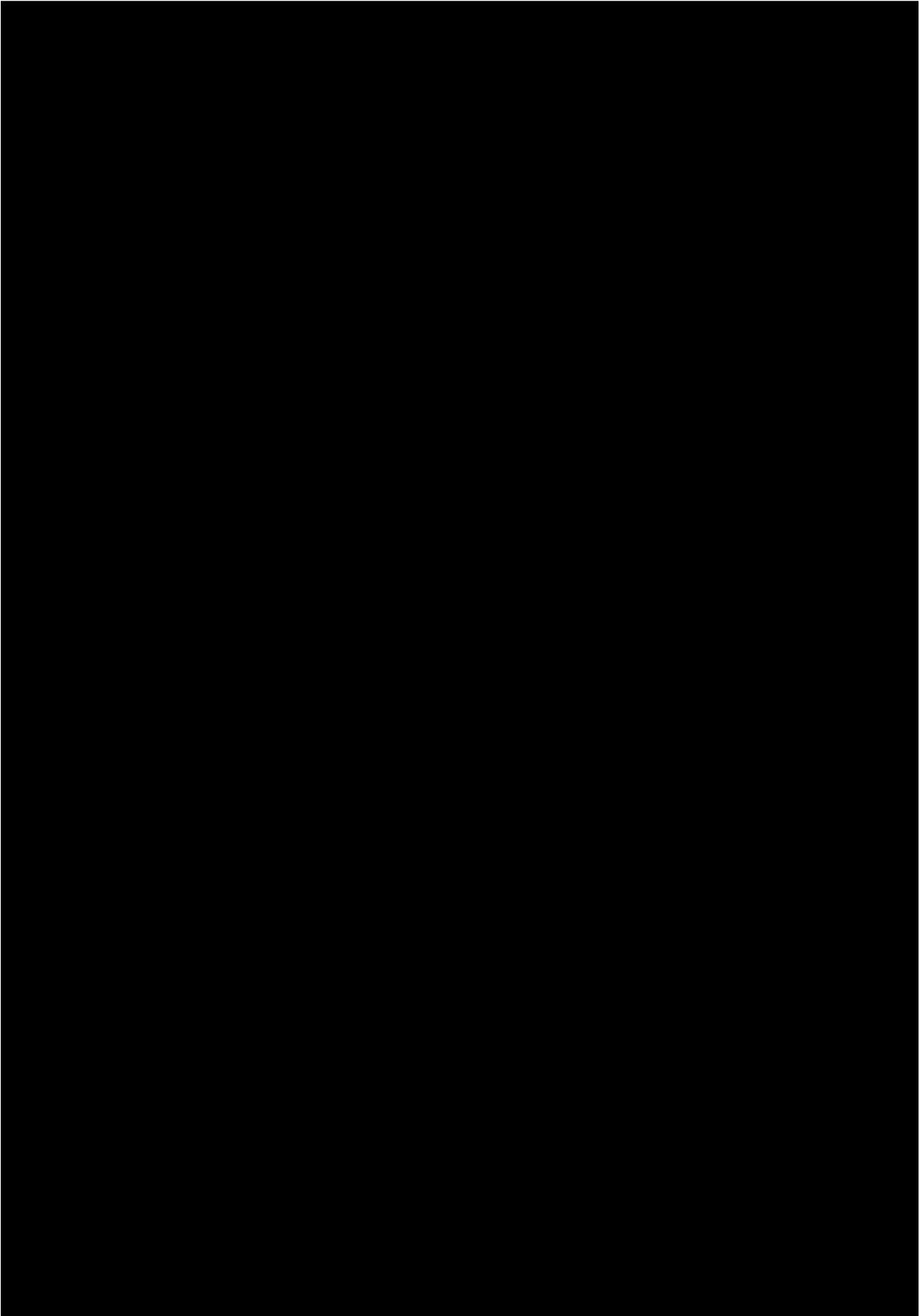


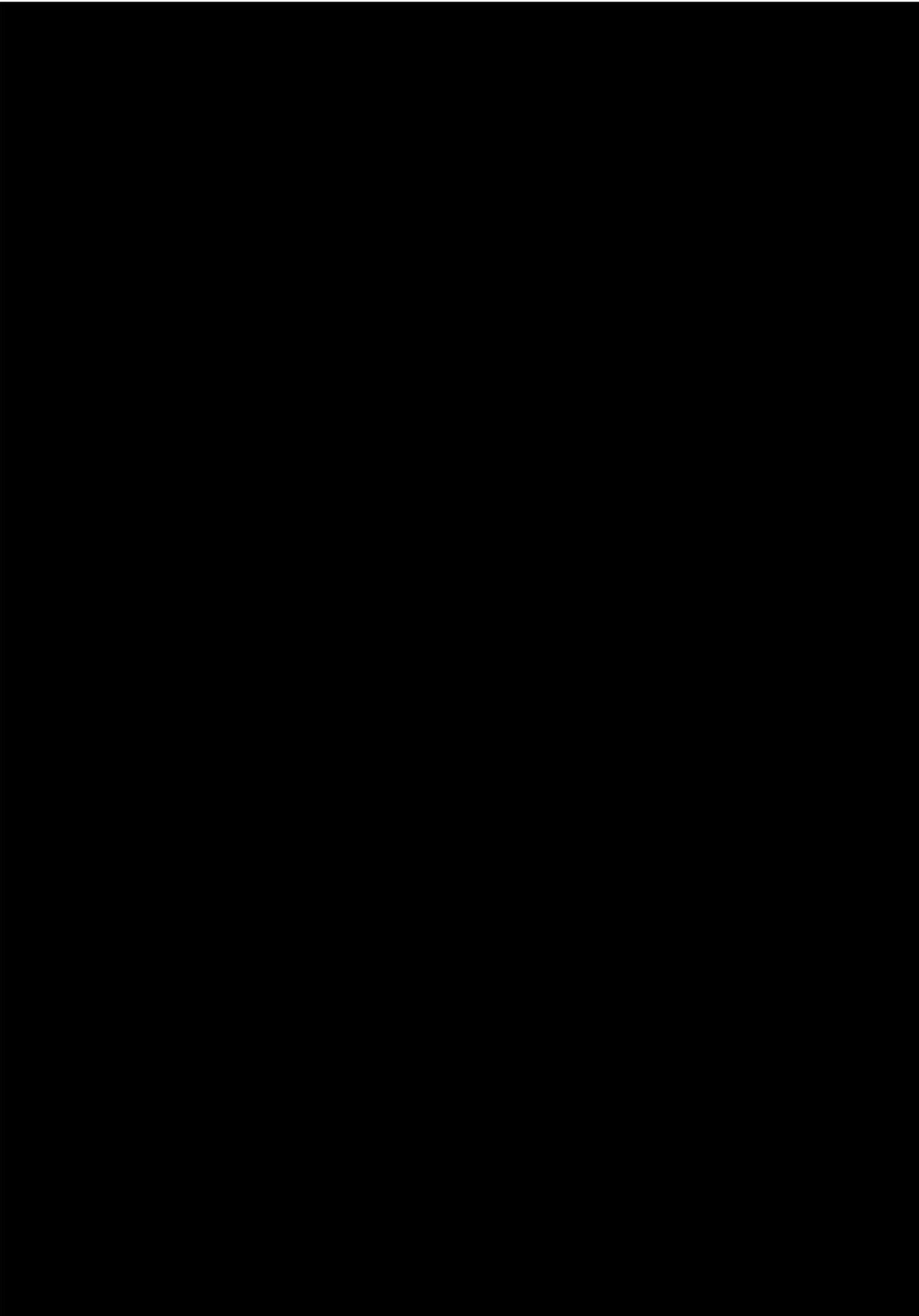
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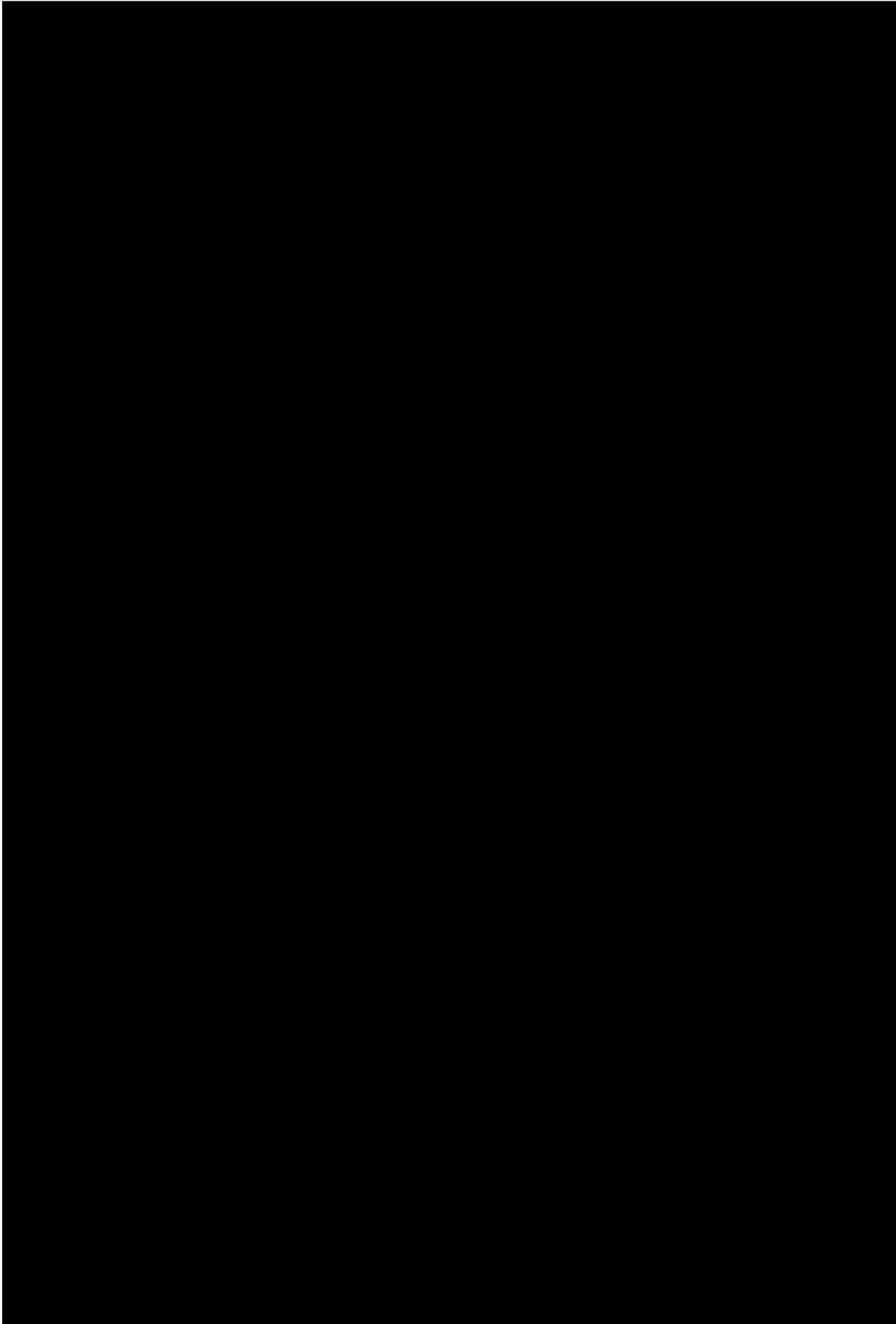


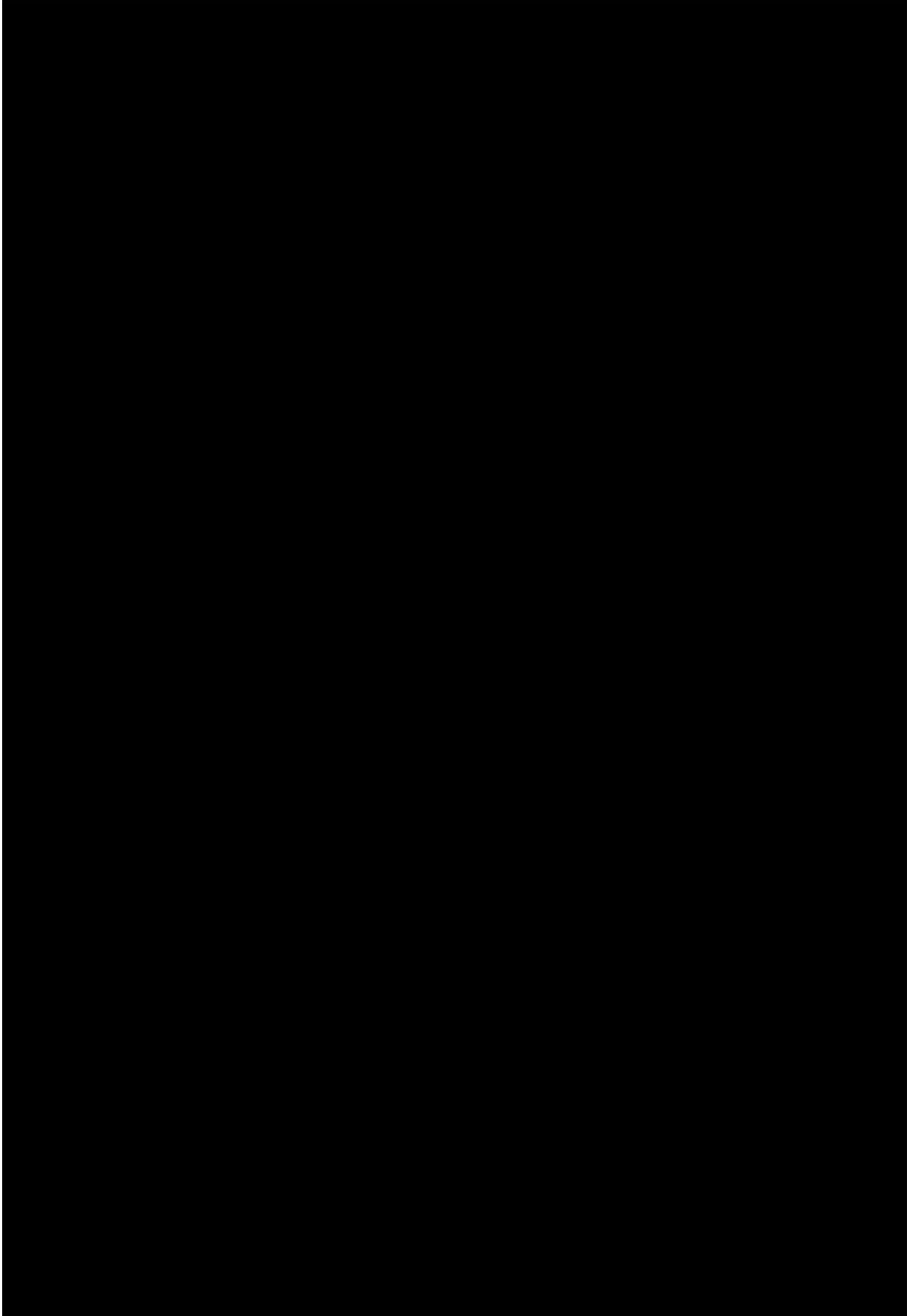


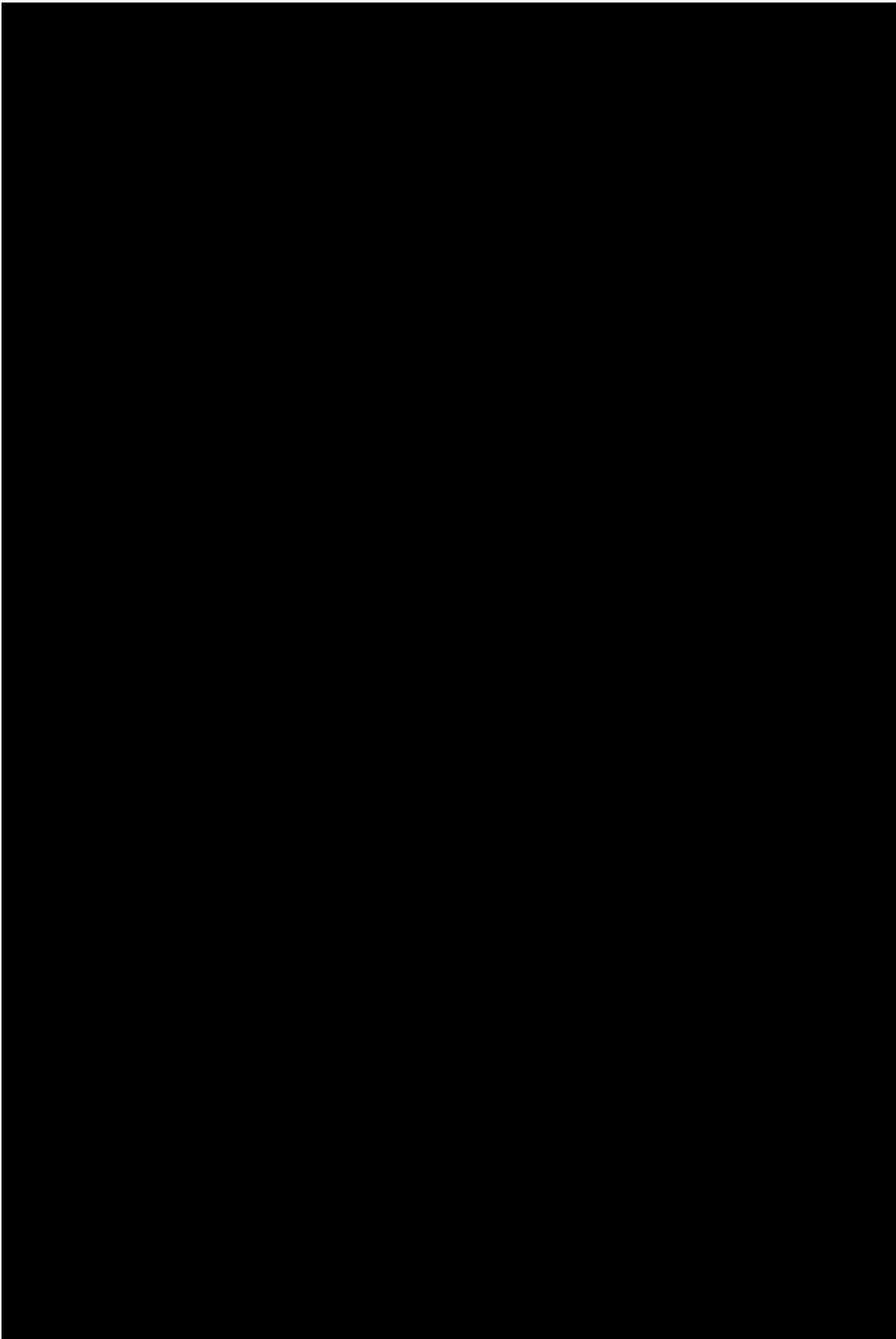


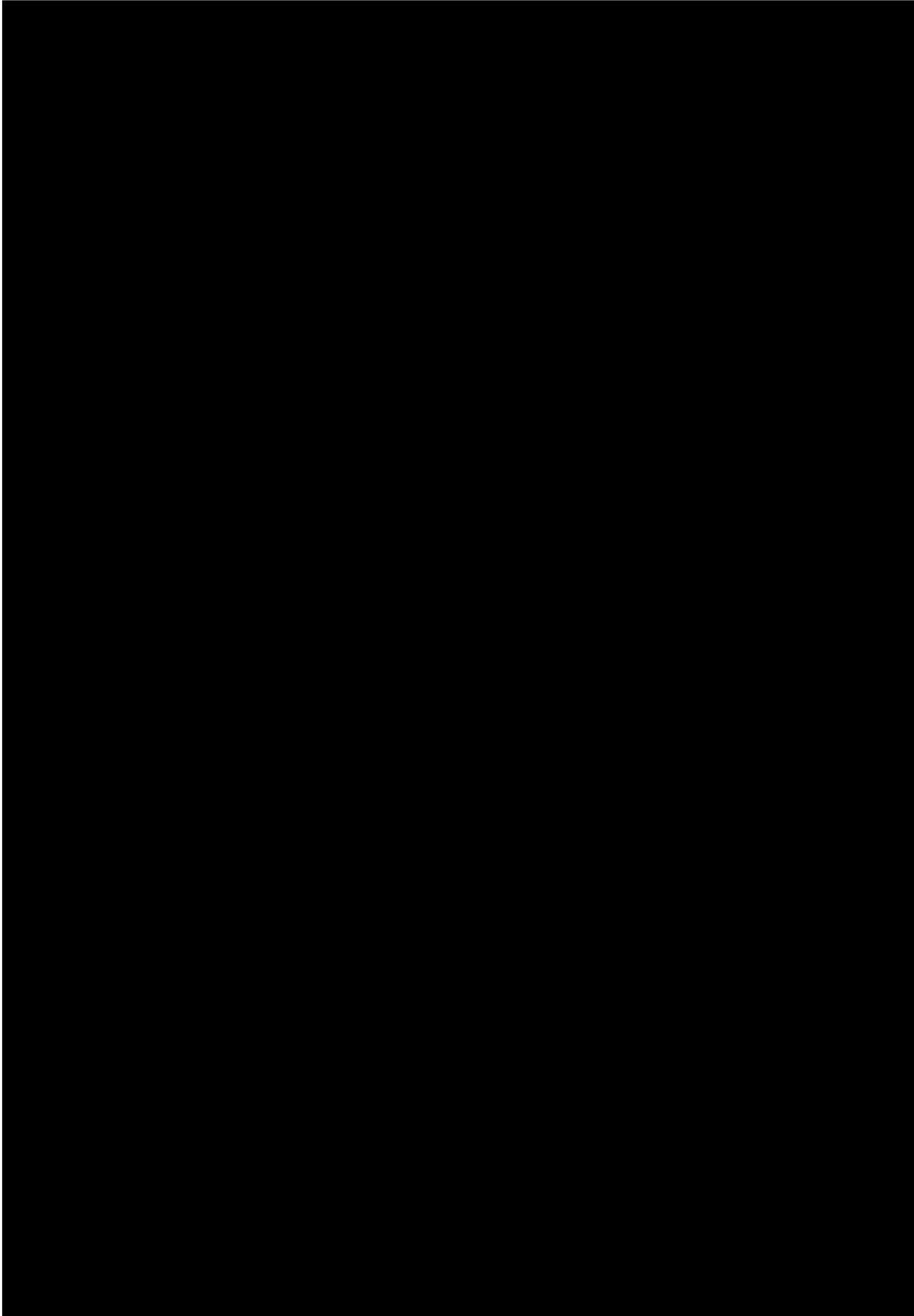


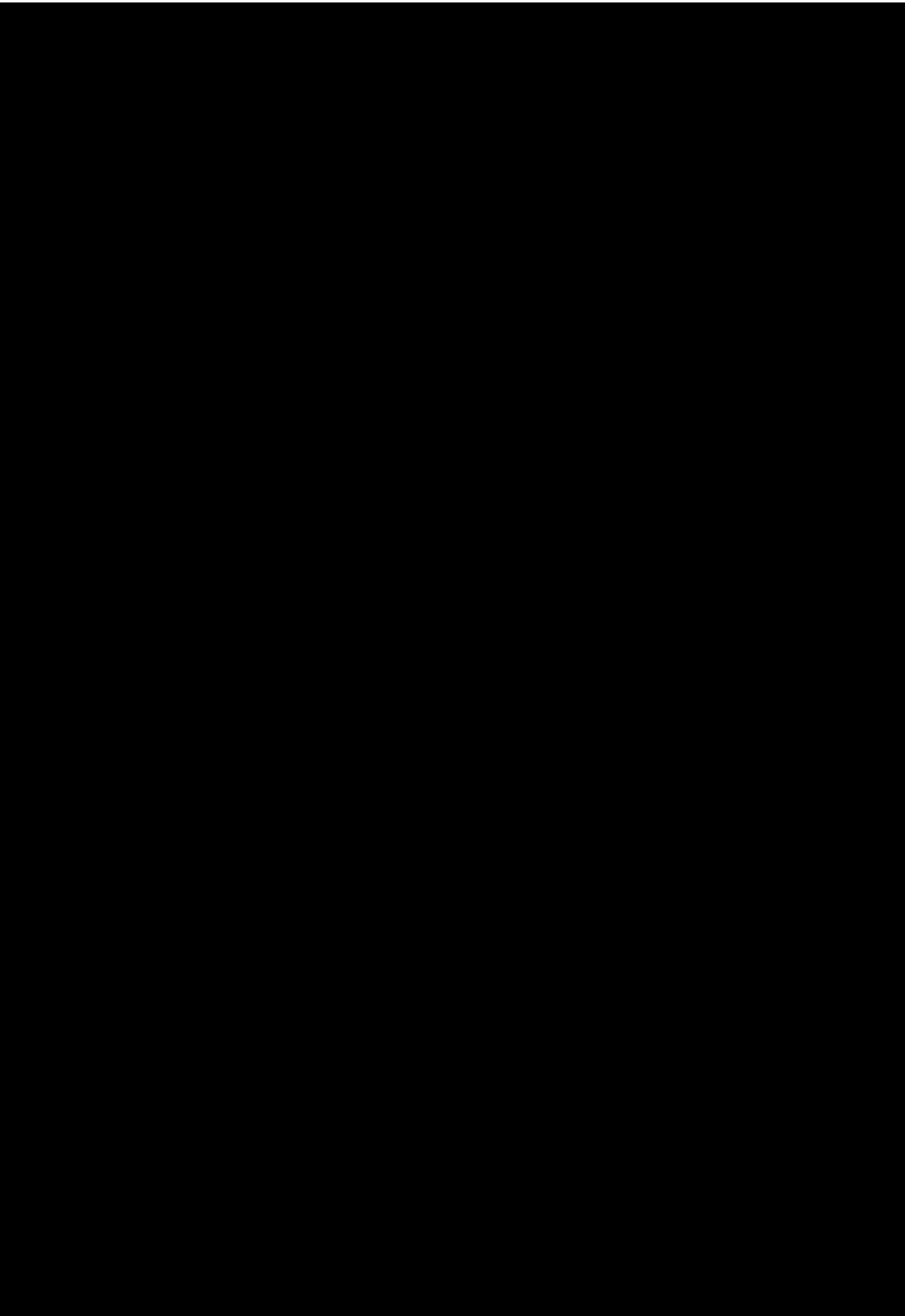


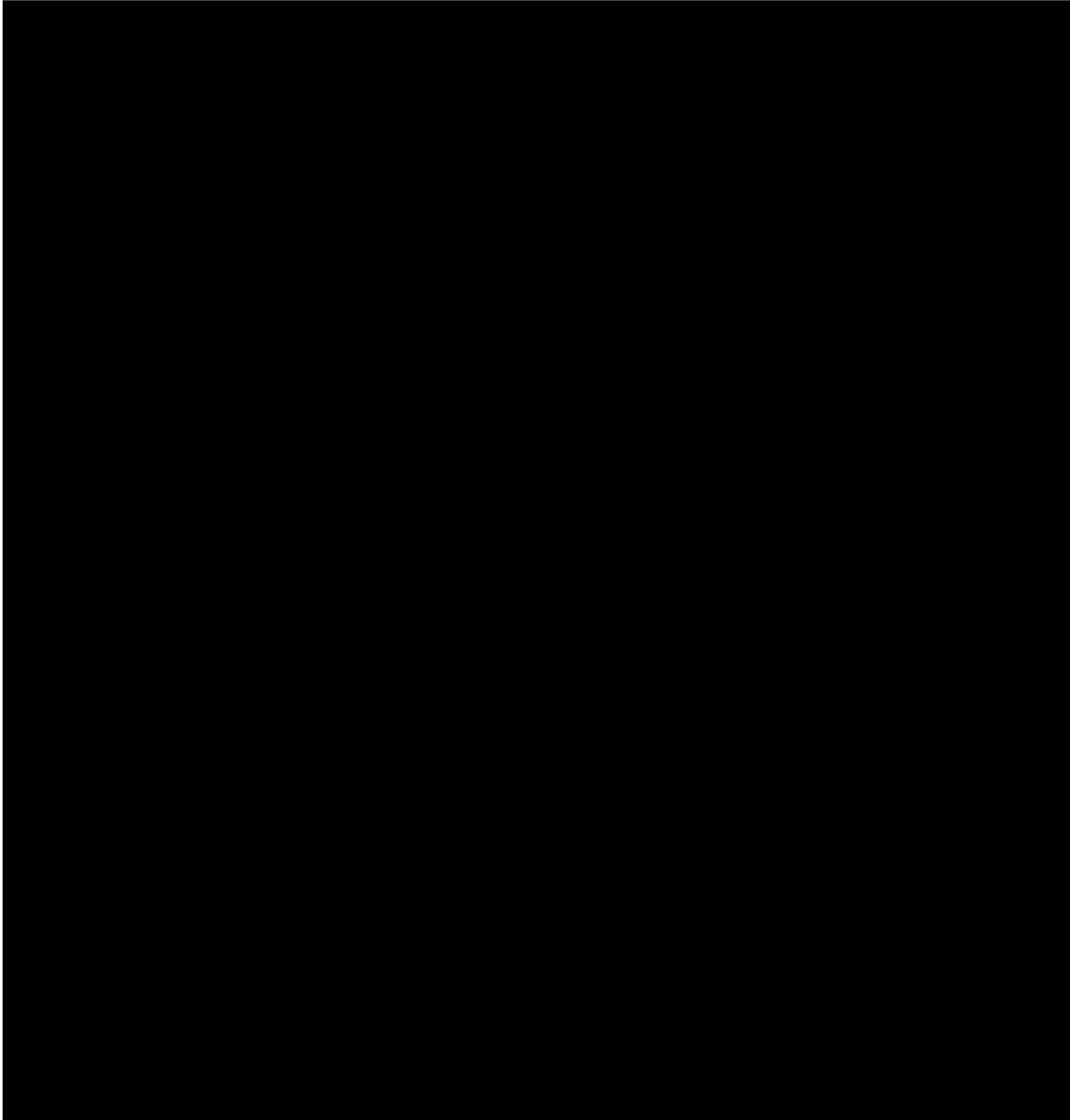


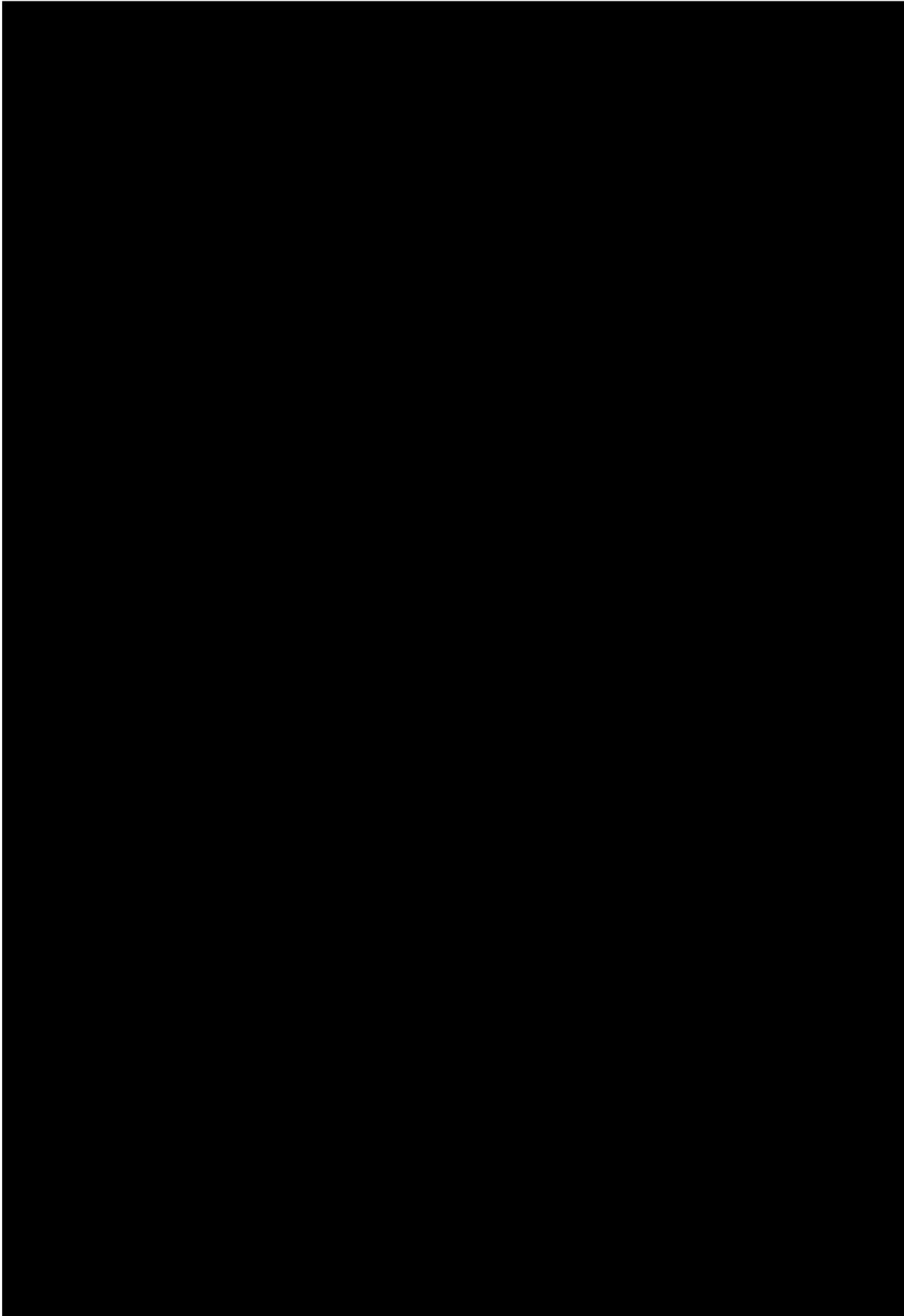


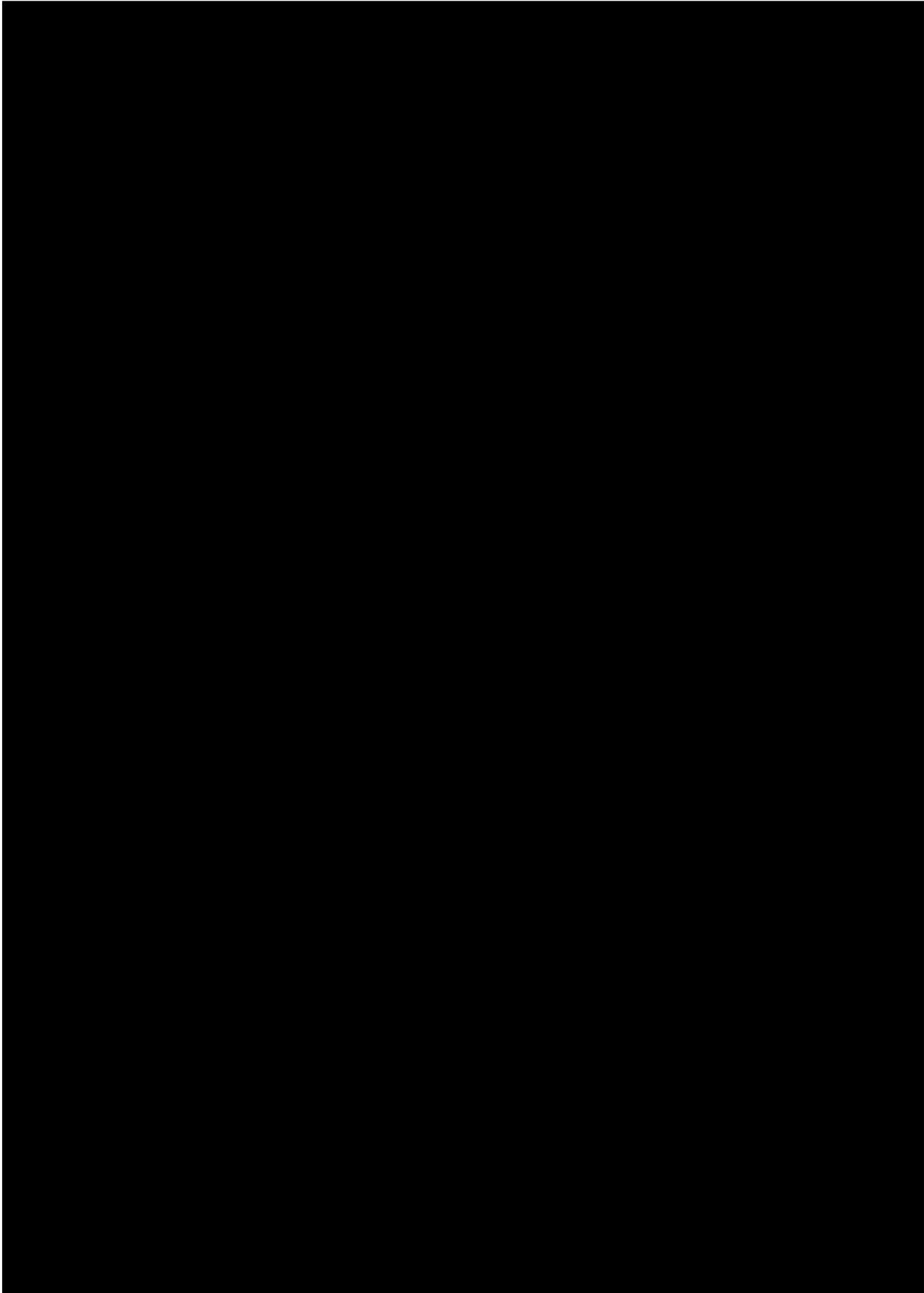












SCHEDULE A27. – NOMINATED SUBCONTRACTS

(Schedule A2 and clause 17.4)

Nominated Work	Subcontractor	Nominated Subcontractor	Form of Nominated Subcontract
Lifts and Escalators Work			The template form of L&E DSI Contract included in Schedule F1 (<i>Electronic files</i>), to be entered into by the PS Contractor in accordance with section 1 below.
BMCS Work			The template form of BMCS DSI Contract included in Schedule F1 (<i>Electronic files</i>), to be entered into by the PS Contractor in accordance with section 2 below.
Public Art Supply Works		The artist engaged in accordance with the process described in Appendix B1.6 of the SWTC.	The form of contract approved in accordance with the process described in Appendix B1.6 of the SWTC.
Videography, Filming and Editing Services			The Professional Services Contracts reference PSC No.00013/11009;PSC 0013/10221; PSC No.00013/10454s; PSC No.00013/10882

1. Formation of L&E DSI Contract

The PS Contractor acknowledges and agrees that:

- (a) the Principal has entered into a framework contract with the L&E Contractor under which the L&E Contractor is required to make a standing offer to enter into design, supply and install contracts with other contractors of the Principal for the Project, including the PS Contractor, on the terms and conditions set out in the template form of L&E DSI Contract included in Schedule F1 (*Electronic files*);
- (b) in order to accept the offer made by the L&E Contractor under the framework contract, the PS Contractor must issue a notice to the L&E Contractor (**L&E Design Notice**) (with a copy to the Principal's Representative) that is:

- (i) signed by a representative of the PS Contractor who has full authority to enter into the L&E DSI Contract on behalf of and to bind the PS Contractor; and
- (ii) in the form of, and contains all information required by, Schedule 1 (*Form of Design Notice*) of the template form of L&E DSI Contract included in Schedule F1 (*Electronic files*), and includes:
 - (A) in item 11 (*Dates for submission of Design Documentation*) of the L&E Design Notice, submission dates that are not less than the minimum time periods after the date of the L&E Design Notice specified in item 11;
 - (B) in item 12 (*Delay Liquidated Damages*) of the L&E Design Notice, delay liquidated damages of [REDACTED] and
 - (C) in items 13 (*Contract Sum*), 14 (*Support Services Fee*), 15 (*Additional off-site storage costs*) and 16 (*DCP Extension Fee*), the relevant amounts for each item of equipment forming part of the Lifts and Escalators Works which are consistent with the corresponding amounts set out in Schedule 2 (*DSI Contracts – Indicative scope and pricing schedule*) of the framework contract between the Principal and the L&E Contractor, as provided by the Principal to the PS Contractor;
- (c) upon issue of a valid L&E Design Notice to the L&E Contractor in accordance with paragraph 1(b), the PS Contractor and the L&E Contractor will be deemed to have entered into the L&E DSI Contract, incorporating:
 - (i) the terms and conditions set out in the template form of L&E DSI Contract included in Schedule F1 (*Electronic files*); and
 - (ii) the L&E Design Notice issued by the PS Contractor;
- (d) if the L&E Contractor notifies the PS Contractor that it considers a notice purported to be given by the PS Contractor under paragraph 1(b) does not comply with the requirements of paragraph 1(b), the PS Contractor must work directly and fully cooperate with the L&E Contractor in good faith and does everything reasonably necessary to facilitate the issue of a valid L&E Design Notice; and
- (e) the PS Contractor is not entitled to make any Claim against the Principal arising out of or in connection with any delay or failure by the PS Contractor to issue a valid L&E Design Notice to the L&E Contractor.

2. **Formation of BMCS DSI Contract**

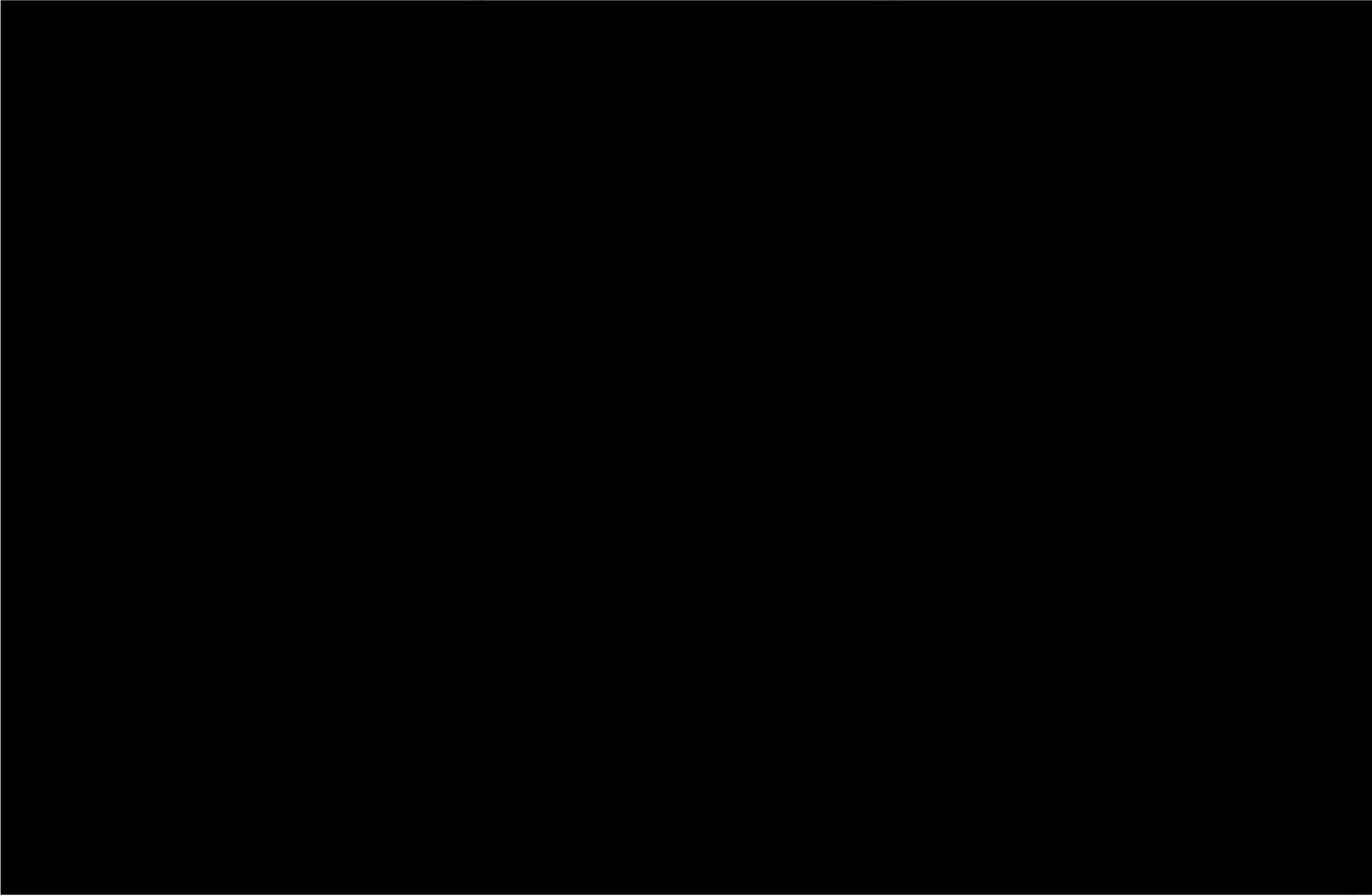
The PS Contractor acknowledges and agrees that:

- (a) the Principal has entered into a framework contract with the BMCS Contractor under which the BMCS Contractor is required to make a standing offer to enter into design, supply and install contracts with other contractors of the Principal for the Project, including the PS Contractor, on the terms and conditions of a template form of BMCS DSI Contract included in Schedule F1 (*Electronic files*);
- (b) in order to accept the offer made by the BMCS Contractor under the framework contract, the PS Contractor will be required to issue a notice to the BMCS Contractor (**BMCS Design Order**) (with a copy to the Principal's Representative) that is:

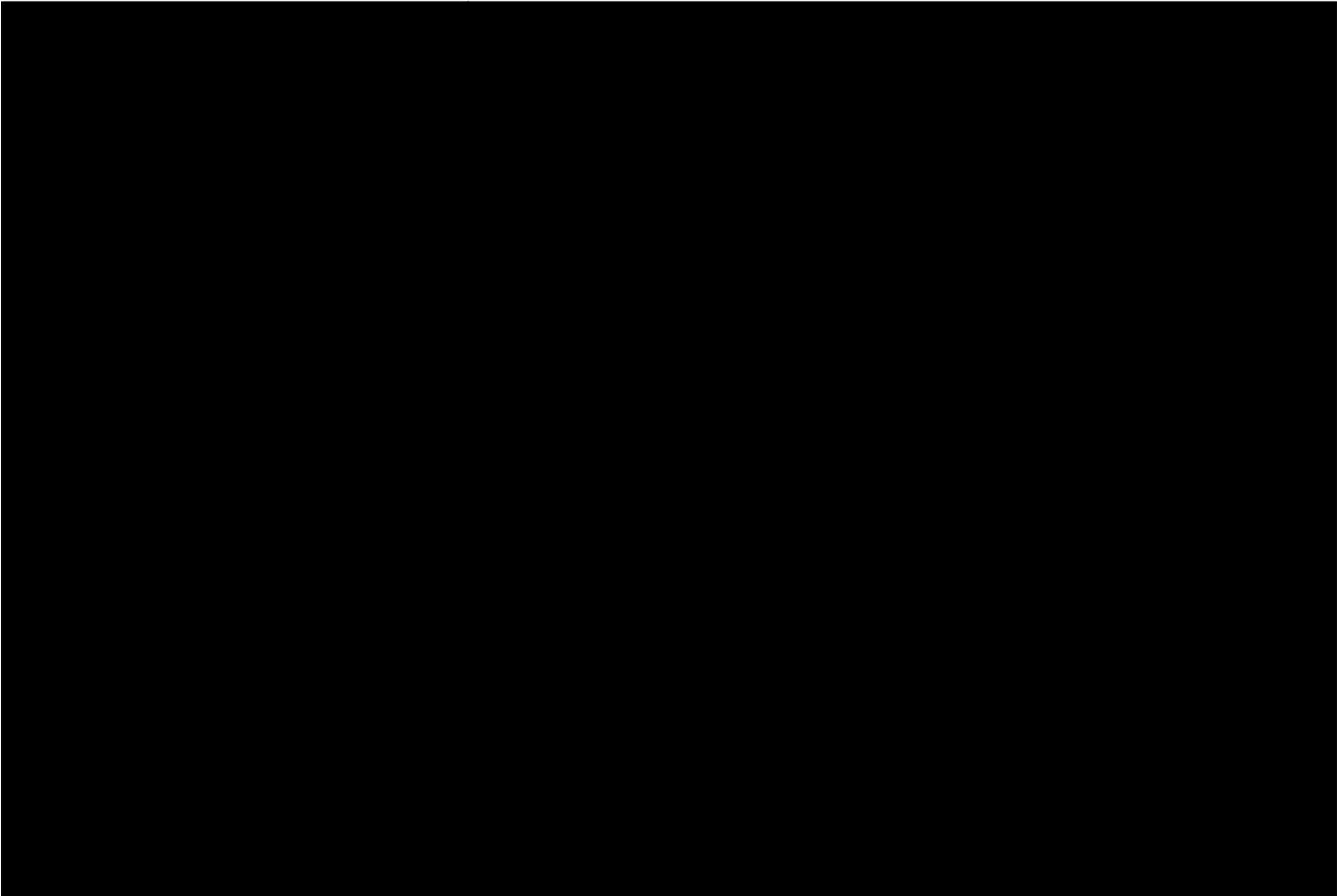
- (i) signed by a representative of the PS Contractor who has full authority to enter into the BMCS DSI Contract on behalf of and to bind the PS Contractor; and
 - (ii) in the form of, and contains all information required by, Schedule 2 (*Form of Design Order*) of the template form of BMCS DSI Contract;
- (c) upon issue of a valid BMCS Design Order to the BMCS Contractor in accordance with paragraph 2(b), the PS Contractor and the BMCS Contractor will be deemed to have entered into the BMCS DSI Contract, incorporating:
 - (i) the terms and conditions set out in the template form of BMCS DSI Contract; and
 - (ii) the BMCS Design Order issued by the PS Contractor;
- (d) if the BMCS Contractor notifies the PS Contractor that it considers a notice purported to be given by the PS Contractor under paragraph 2(b) does not comply with the requirements of paragraph 2(b), the PS Contractor must work directly and fully cooperate with the BMCS Contractor in good faith and do everything reasonably necessary to facilitate the issue of a valid BMCS Design Order; and
- (e) the PS Contractor is not entitled to make any Claim against the Principal arising out of or in connection with any delay or failure by the PS Contractor to issue a valid BMCS Design Order to the BMCS Contractor.

SCHEDULE A28. – INFORMATION DOCUMENTS

(Schedule A2 and clause 10.2)











SCHEDULE A29. – PERSONNEL

(Clause 8.6)

Role Ref	Position	Minimum requirements for qualifications, skills and experience	Nominated Personnel	Organisation
1	Delivery Director	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of design and construction projects, including building and multi-discipline projects. 		
2	Project Director	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of design and construction projects, including building and multi-discipline projects. 		
3	Construction Manager	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 10 years' experience in the delivery of design and construction projects, including major rail, building and multi-discipline projects. 		
4	Senior Design Manager	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of design and construction projects, including major rail, building and multi-discipline projects. 		
5	Commercial Manager	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification in Accounting, Commerce or Finance. Minimum 15 years' experience in the delivery of design and construction projects, including major rail, building and multi-discipline projects. 		
6	Interface Contracts Manager	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of design and construction projects, including major rail, building and multi-discipline projects. 		
7	Stakeholder and Community Relations Manager	<ul style="list-style-type: none"> Minimum 8 years' experience in Communications, Community and Stakeholder Management on large infrastructure projects. 		
8	Sustainability Manager	<ul style="list-style-type: none"> Minimum 10 years' experience in Environmental and/or Sustainability roles. 		

Role Ref	Position	Minimum requirements for qualifications, skills and experience	Nominated Personnel	Organisation
9	Services Manager	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of design and construction works for building services, including rail systems, building services and multi-discipline projects. 		
10	Senior Project Engineer (Platforms)	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 8 years' experience in the delivery of construction works, including rail and multi-discipline projects. 		
11	Modifications Manager	Not used		
12	Safety Manager	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 10 years' experience in building, civil and/or multi-discipline projects. 		
13	Environment Manager	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 10 years' experience in environmental roles within building, civil and/or multi-discipline projects. 		
14	Architectural Design Lead (Project)	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of Architectural Design, including railway stations and public buildings. 		
15	Architectural Design Lead (Project)	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of Architectural Design, including railway stations and public buildings. 		
16	Architectural Design Lead (AEO – Project)	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of Architectural Design, including railway stations and public buildings. 		
17	Architectural Design Lead (Station)	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 10 years' experience in the delivery of Architectural Design, including railway stations and public buildings. 		

Role Ref	Position	Minimum requirements for qualifications, skills and experience	Nominated Personnel	Organisation
18	Architectural Design Lead (Station)	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 10 years' experience in the delivery of Architectural Design, including railway stations and public buildings. 		
19	Architectural Design Lead (AEO – Station)	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 10 years' experience in the delivery of Architectural Design, including railway stations and public buildings. 		
20	Architectural Expert Advisor (Station)	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of Architectural Design, including railway stations and public buildings. 		
21	Architectural Expert Advisor (Station and OSD)	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of Architectural Design, including railway stations and public buildings. 		
22	Structural Design Lead – South	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of Structural Design, including railway stations and public buildings. 		
23	Structural Design Lead – North and Platforms	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of Structural Design, including railway stations and public buildings. 		
24	Building Services Design Lead	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 15 years' experience in the delivery of Building Services Design, including railway stations and public buildings. 		
25	Integration Manager	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 8 years' experience' in Digital Engineering and BIM Management. 		
26	Station Technical Review AEO (Architecture)	<ul style="list-style-type: none"> Recognised and relevant Tertiary Qualification. Minimum 8 years' experience in the delivery of Architectural Design, including railway stations and public buildings. 		

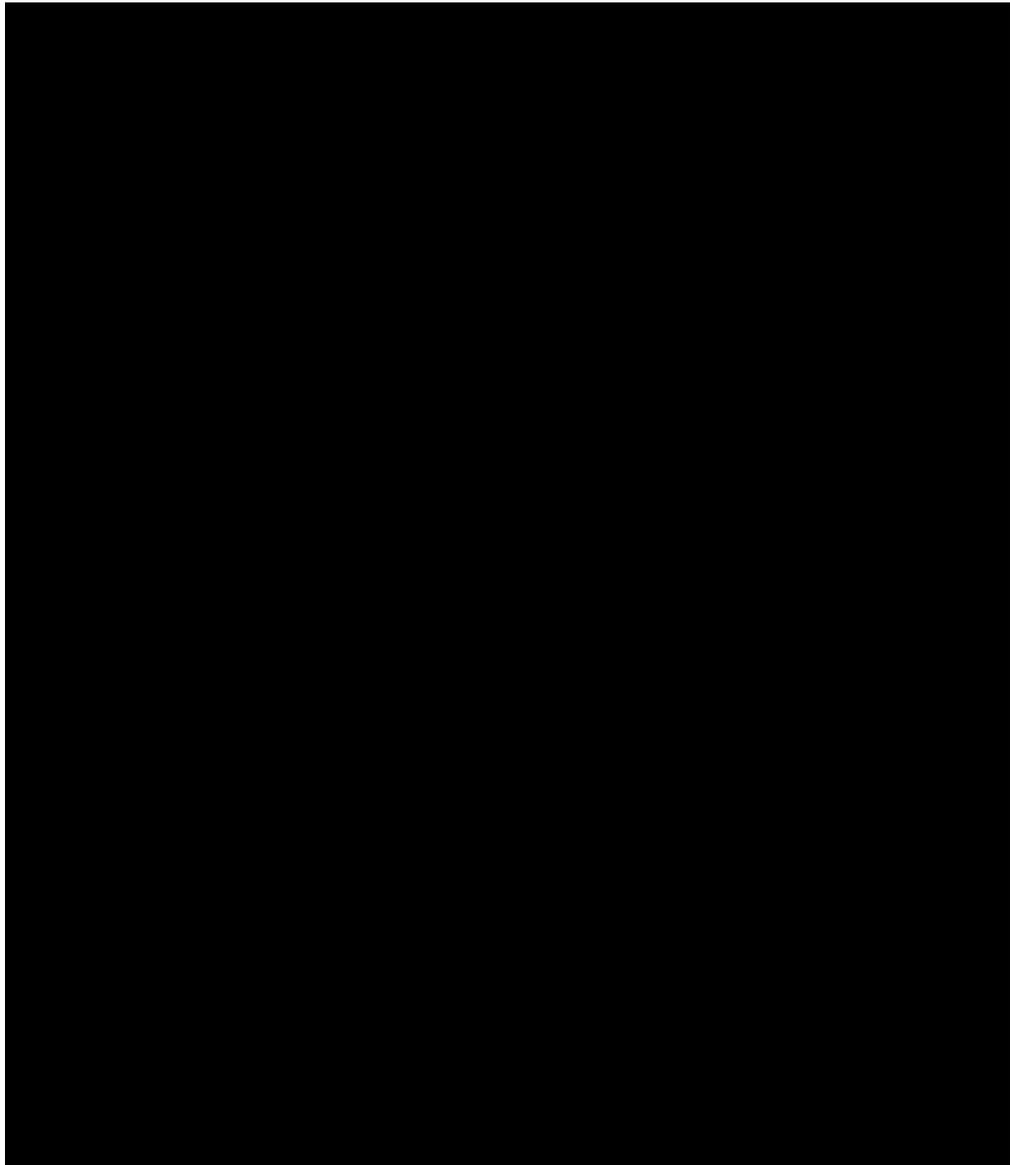
Role Ref	Position	Minimum requirements for qualifications, skills and experience	Nominated Personnel	Organisation
27	AEO Lead (D&C Services Subcontractors)	<ul style="list-style-type: none"> • Recognised and relevant Tertiary Qualification. • Minimum 15 years' experience in the delivery of Design, including railway stations and public buildings. 		
28	Station Design Manager (Building Services)	<ul style="list-style-type: none"> • Recognised and relevant Tertiary Qualification. • Minimum 12 years' experience in the delivery of Structural Design, including railway stations and public buildings. 		

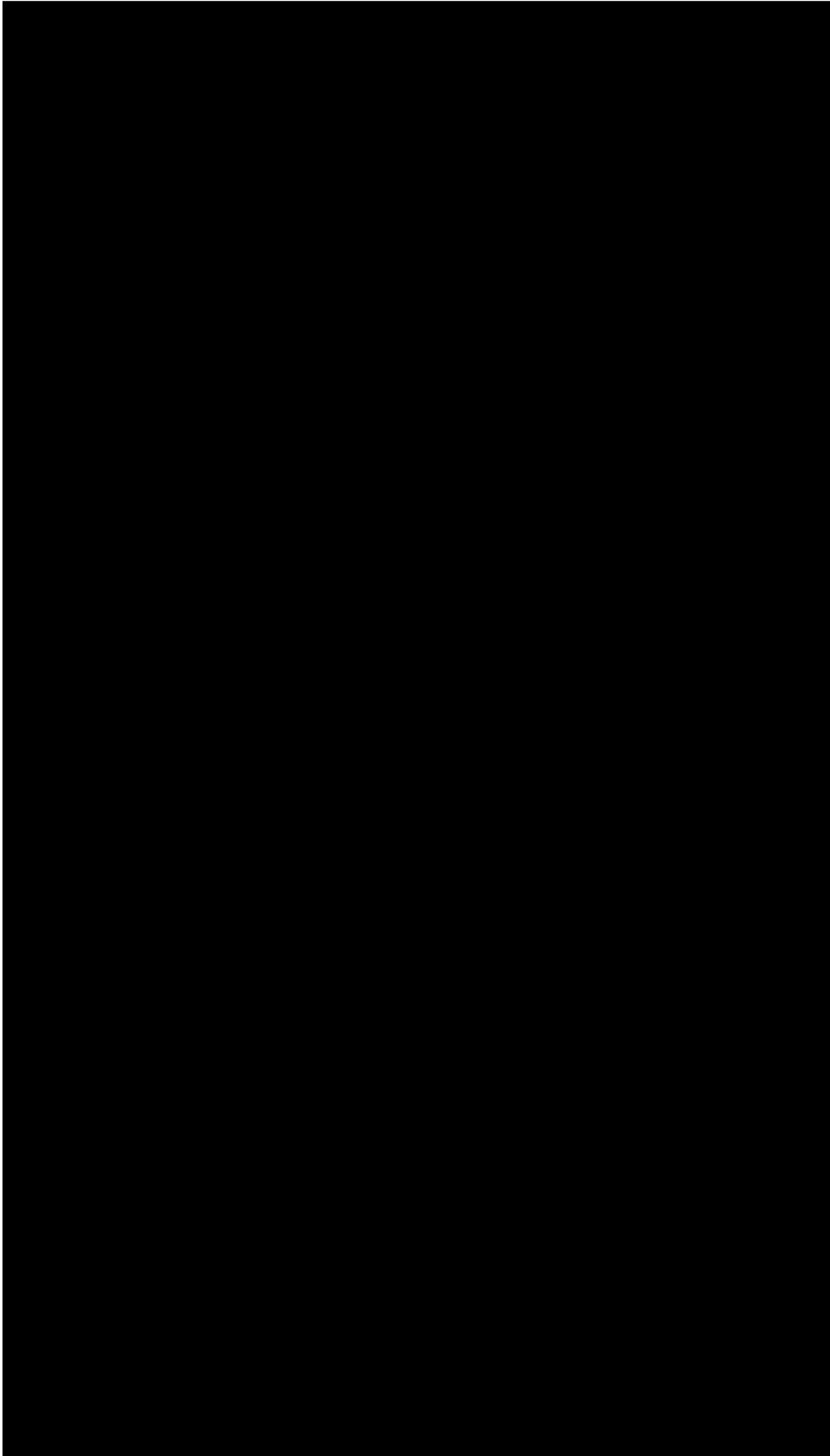
SCHEDULE A30. – HOME BUILDING ACT REQUIREMENTS

(Clause 7.9)

1. CONTRACT PROVISIONS ALLOWING VARIATION TO THE CONTRACT PRICE

- (a) The parties acknowledge and agree that:
 - (i) in accordance with section 7(5) of the Home Building Act, this deed must contain a warning that the contract price (as that term is defined in the Home Building Act) may be varied under this deed and an explanation of the effect of the provision allowing variation of the price; and
 - (ii) the description of each such provision set out in section 1(b) below is a general explanation for the purposes of section 7(5) of the Home Building Act only and does not affect the interpretation of this deed.
- (b) The amounts payable by the Principal to the PS Contractor under this deed (including the Contract Sum) may be varied:







2. HOME BUILDING ACT REQUIREMENTS

2.1 Application of this Section 2 of Schedule A30

This Section 2 of Schedule A30 applies if and to the extent that the Home Building Act and the Home Building Regulation operate in respect to this deed.

2.2 Warranties under section 18B of the Home Building Act

(a) To the extent required by the Home Building Act, including in respect of the warranty period under section 18E of the Home Building Act, the PS Contractor provides the following warranties in respect of the Residential SDD Works:

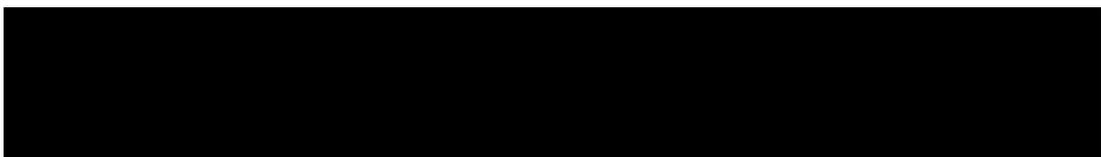
- (i) that the Residential SDD Works will be done with due care and skill and in accordance with the plans and specifications set out in this deed;
- (ii) that all materials supplied by the PS Contractor will be good and suitable for the purpose for which they are used and that, unless otherwise stated in this deed, those materials will be new;
- (iii) that the Residential SDD Works will be done in accordance with, and will comply with, the Home Building Act or any other law;
- (iv) that the Residential SDD Works will be done with due diligence and within the time stipulated in this deed;
- (v) that, if the Residential SDD Work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the Residential SDD Works will result, to the extent of the Residential SDD Works conducted, in a dwelling that is reasonably fit for occupation as a dwelling; and
- (vi) that the Residential SDD Works and any materials used in doing the Residential SDD Works will be reasonably fit for the purpose or result specified in this deed.

(b) The PS Contractor acknowledges that:

- (i) the warranties set out in this section 2.2 form part of this deed by virtue of the requirements of the Home Building Act and cannot be excluded; and
- (ii) no provision of this deed can reduce, restrict or remove the statutory warranties set out in this section 2.2.

(c) The warranties in this section 2.2 supplement, and do not limit, reduce or derogate from, the other provisions of and warranties given under this deed.

2.3 Fees



- (b) provide the Principal with a certificate evidencing that the relevant insurances under the Home Building Act have been obtained immediately following the issue of such certificates of insurance.

2.4 Requirements under Schedule 2 of the Home Building Act

- (a) All Residential SDD Work done under this deed will comply with:
 - (i) the *Building Code of Australia* (to the extent required under the EP&A Act, including any regulation or other instrument made under the EP&A Act);
 - (ii) all other relevant codes, standards and specifications that the work is required to comply with under any law; and
 - (iii) the conditions of any relevant development consent or complying development certificate.
- (b) Despite paragraph (a), this deed may limit the liability of the PS Contractor for a failure to comply with paragraph (a) if the failure relates solely to:
 - (i) a design or specification prepared by or on behalf of the Principal (but not by or on behalf of the PS Contractor), or
 - (ii) a design or specification required by the Principal, if the PS Contractor has advised the Principal in writing that the design or specification contravenes paragraph (a).

2.5 Termination

This deed may be terminated in the circumstances provided by the general law and this does not prevent the parties agreeing to additional circumstances in which this deed may be terminated.

SCHEDULE A31. – HOME BUILDING REGULATION CHECKLIST

(Clause 7.9(c))

Checklist for owners entering into contracts for residential building work worth more than \$20,000 (on and from 1 March 2015)

No.	Item	Yes	No
1.	Have you checked that contractor holds a current contractor licence?	Yes	No
2.	Does the licence cover the type of work included in the contract?	Yes	No
3.	Is the name and number on the contractor's licence the same as on the contract?	Yes	No
4.	Is the work to be undertaken covered in the contract, drawings or specification?	Yes	No
5.	Does the contract clearly state a contract price or contain a warning that the contract price is not known?	Yes	No
6.	If the contract price may be varied, is there a warning and an explanation about how it may be varied?	Yes	No
7.	Are you aware of the cooling-off provisions relating to the contract?	Yes	No
8.	Is the deposit within the legal limit of 10%?	Yes	No
9.	Does the contract include details of the progress payments payable under the contract?	Yes	No
10.	Do you understand the procedure to make a variation to the contract?	Yes	No
11.	Are you aware of who is to obtain any council or other approval for the work?	Yes	No
12.	Do you understand that you are not required to pay the contractor a deposit or any progress payments until the contractor has given you a certificate of insurance under Part 6 or Part 6B of the Home Building Act (except where the work is of a kind that does not require insurance)?	Yes	No
13.	Does the contract include either of the following: (a) the cost of the insurance under Part 6 of the Home Building Act, (b) the cost of the alternative indemnity product under Part 6B of the Home Building Act?	Yes	No

No.	Item	Yes	No
14.	Has the contractor given you a copy of the Consumer Building Guide, which provides key information about your rights and responsibilities under NSW's home building laws and where to get more information?	Yes	No
15.	Does the contract include a statement about the circumstances in which the contract may be terminated?	Yes	No

Signatures

Do not sign the deed unless you have read and understand the clauses as well as the notes and explanations contained in this deed and this Schedule A31.

If you have answered "no" to any question in the checklist, you may not be ready to sign this deed.

Both the PS Contractor and the Principal should retain an identical signed copy of this deed including the drawings, specifications and other attached documents. Make sure that you initial all attached documents and any amendments or deletions to this deed.

Signed copy of contract

Under the Home Building Act a signed copy of this deed must be given to the Principal within 5 Business Days after this deed is entered into.

Insurance under Part 6 or Part 6B of the Home Building Act

The PS Contractor must provide you with a certificate of insurance under Part 6 or Part 6B of the Home Building Act before the PS Contractor commences work and before the PS Contractor can request or receive any payment.

Acknowledgement of owners

I/We have been given a copy of the Consumer Building Guide and I/we have read and understand it.

I/We have completed the checklist and answered "Yes" to all items on it.

SIGNED for **SYDNEY METRO** ABN 12 354 063 515 by its duly authorised officer, in the presence of:

Signature of Delegate

Signature of witness

Name

Name

SCHEDULE B1. – GOVERNANCE GROUPS

(Schedule A2 and clause 8.11)

1. PROJECT CONTROL GROUP

- (a) **(Establishment)** A Project Control Group must be established consisting of:
- (i) the Principal's Representative;
 - (ii) the PS Contractor's Representative;
 - (iii) 2 persons from each of the Principal and the PS Contractor holding positions more senior than the persons referred to in clause 1(a)(i) and clause 1(a)(ii) of this Schedule B1 (as applicable to the relevant party);
 - (iv) not used; and
 - (v) such other persons as the Principal and the PS Contractor agree.
- (b) **(Delegates)** The persons referred to in clause 1(a)(i) and clause 1(a)(ii) of this Schedule B1 may appoint delegates (of an equivalent level of seniority or experience) to attend Project Control Group meetings in their absence.
- (c) **(Objectives)** The objectives of the Project Control Group are to:
- (i) facilitate the development of a collaborative working relationship between the parties;
 - (ii) monitor the overall progress of the PS Contractor's Activities;
 - (iii) assist with the resolution of any matters or Disputes referred to the Project Control Group by a party, including issues arising out of the subject of the Third Party Agreements and the Project Cooperation and Integration Deeds;
 - (iv) review each Progress Report provided by the PS Contractor; and
 - (v) review and consider such other matters relating to the PS Contractor's Activities as are agreed between the parties from time to time.
- (d) **(Frequency of meetings)** The Project Control Group will meet monthly prior to the last Portion Handover Date, unless the parties agree otherwise.
- (e) **(Administration)** The Principal's Representative will convene the meetings of the Project Control Group. The meetings will be chaired by the most senior attendee from the Principal.
- (f) **(Principal may require certain representatives to attend)** At the Principal's request, the PS Contractor must procure the attendance of representatives of any Subcontractor at meetings of the Project Control Group.
- (g) **(Principal may bring certain representatives)** The Principal may invite representatives of the Operator, the TSOM Contractor, the LW Contractor, any other Interface Contractor, the State or any Authority to attend any meeting of the Project Control Group.
- (h) **(Members of IDAR Panel)** The members of the IDAR Panel may, by invitation of either party, attend a Project Control Group meeting but will not be members of the Project Control Group.

2. **TECHNICAL WORKING GROUPS**

- (a) **(Disciplines)** Technical Working Groups will be established in relation to particular aspects of the PS Contractor's Activities and, in particular, in accordance with the section 4 of Appendix F1 of the SWTC.
- (b) **(Composition)** The composition of each Technical Working Group will include a nominated representative of the Principal, the PS Contractor and the Independent Certifier, and representatives nominated in accordance with section 4 of Appendix F1 of the SWTC as relevant. Attendance by others will be agreed by the Project Control Group, or in the absence of agreement as directed by the Principal having regard to the particular solutions being discussed. If the Principal requests, the PS Contractor must procure the attendance of representatives of any Significant Subcontractor at a Technical Working Group meeting.
- (c) **(Purpose)** The purpose of each Technical Working Group meeting is to provide a non-binding forum for the PS Contractor to present its proposed solutions, for the Principal and the Independent Certifier to understand those solutions and for the parties to discuss the solutions.
- (d) **(Frequency of meetings)** Each Technical Working Group will meet monthly prior to the last Portion Handover Date, unless otherwise agreed by the Project Control Group.
- (e) **(Administration)** The PS Contractor must convene and chair meetings of each Technical Working Group unless otherwise agreed between the parties.
- (f) **(Agenda and program)** The PS Contractor must prepare and issue a three month rolling program of meetings.
- (g) **(Information only)** Documentation prepared for Technical Working Group meetings, documentation developed in Technical Working Group meetings and information discussed in Technical Working Group meetings are Information Documents and cannot be relied on by either party.

SCHEDULE B2. – PS CONTRACTOR'S CERTIFICATE – DESIGN (DESIGN STAGE 2)

(Clause 4.6(a))

To: The Principal's Representative

From: [Insert name of the PS Contractor] (ABN [])
 [Insert name of Subcontractor] (ABN [])

This certificate is given in accordance with the "Pitt Street Integrated Station Development – Station Delivery Deed" (Contract No: 506) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

This section is to be completed by the PS Contractor:

In accordance with the terms of clause 4.6(a) of the Station Delivery Deed, the PS Contractor certifies that the attached Design Documentation complies with all requirements of the Station Delivery Deed, including the SWTC.

Signed for and on behalf of the PS Contractor by:

Signature:	
Name:	
Position:	
Date:	

This section is to be completed by the relevant Subcontractor. When there is more than one relevant Subcontractor, this section must be replicated and signed by each relevant Subcontractor:

The Subcontractor certifies that the attached Design Documentation complies with all requirements of its Subcontract and those parts of the SWTC that are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Signature:	
Name:	
Position:	
Date:	

**SCHEDULE B3. – PS CONTRACTOR'S AND SUBCONTRACTOR'S CERTIFICATE –
DESIGN (DESIGN STAGE 3)**

(Clause 4.6(b)(i))

To: The Principal's Representative

From: [Insert name of PS Contractor] (ABN [])
[Insert name of Subcontractor] (ABN [])

This certificate is given in accordance with the "Pitt Street Integrated Station Development – Station Delivery Deed" (Contract No: 506) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

This section is to be completed by the PS Contractor:

In accordance with the terms of clause 4.6(b)(i) of the Station Delivery Deed, the PS Contractor certifies that the attached Design Documentation:

- (a) complies with all requirements of the Station Delivery Deed, including the SWTC; and
- (b) is suitable for construction.

Signed for and on behalf of the PS Contractor by:

Signature:	
Name:	
Position:	
Date:	

This section is to be completed by the relevant Subcontractor. When there is more than one relevant Subcontractor, this section must be replicated and signed by each relevant Subcontractor:

The Subcontractor certifies that the attached Design Documentation complies with all requirements of its Subcontract and those parts of the SWTC that are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Signature:	
Name:	
Position:	
Date:	

SCHEDULE B4. – NOT USED

SCHEDULE B5. – INDEPENDENT CERTIFIER'S CERTIFICATE – DESIGN

(Schedule A10)

To: The Principal's Representative / Operator (if it accedes to the Independent Certifier Deed)

Cc: The PS Contractor

From: [Insert name of Independent Certifier] (ABN [])

This certificate is given in accordance with the "Sydney Metro City & Southwest Independent Certification of the Pitt Street Works: Independent Certifier Deed" (Contract No: [insert]) dated [insert] (**Independent Certifier Deed**).

Words defined in the "Pitt Street Integrated Station Development – Station Delivery Deed" (Contract No: 506) dated [insert] (**Station Delivery Deed**) have the same meaning in this certificate.

In accordance with the Independent Certifier Deed, the Independent Certifier certifies that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, the attached Design Documentation complies with all requirements of the Station Delivery Deed (including the SWTC), except for the Minor Non-Compliances identified in the attached list.

.....
[Insert name]
for and on behalf of the Independent Certifier

ATTACHMENT A

List of Minor Non-Compliances

No.	Minor Non-Compliance	Suggested action to be taken by the PS Contractor to address Minor Non-Compliance

SCHEDULE B6. – PS CONTRACTOR'S CERTIFICATE – MILESTONE ACHIEVEMENT

(Clause 23.1(d))

To: The Principal's Representative and the Independent Certifier

From: [Insert name of PS Contractor] (ABN [])

This certificate is given in accordance with the "Pitt Street Integrated Station Development – Station Delivery Deed" (Contract No: 506) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with the terms of clause 23.1(d) of the Station Delivery Deed, we hereby certify that Milestone Achievement [insert number] has been achieved by the PS Contractor on [insert date] in accordance with the terms of the Station Delivery Deed.

.....
Signed for and on behalf of
[Insert name of the PS Contractor]

SCHEDULE B7. – PS CONTRACTOR'S CERTIFICATE – SUBSTANTIAL COMPLETION

(Clause 23.1(d))

To: The Principal's Representative and the Independent Certifier

From: *[Insert name of PS Contractor]* (ABN [])

This certificate is given in accordance with the "Pitt Street Integrated Station Development – Station Delivery Deed" (Contract No: 506) dated *[insert]* (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with the terms of clause 23.1(d) of the Station Delivery Deed, we hereby certify that Substantial Completion of Portion *[insert number]* has been achieved by the PS Contractor on *[insert date]* in accordance with the terms of the Station Delivery Deed.

.....
Signed for and on behalf of
[Insert name of the PS Contractor]

SCHEDULE B8. – PS CONTRACTOR'S CERTIFICATE – COMPLETION

(Clause 23.1(d))

To: The Principal's Representative and the Independent Certifier

From: [Insert name of PS Contractor] (ABN [])

This certificate is given in accordance with the "Pitt Street Integrated Station Development – Station Delivery Deed" (Contract No: 506) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with the terms of clause 23.1(d) of the Station Delivery Deed, we hereby certify that Completion of Portion [insert number] has been achieved by the PS Contractor on [insert date] in accordance with the terms of the Station Delivery Deed.

.....
Signed for and on behalf of
[Insert name of the PS Contractor]

SCHEDULE B9. – NOTICE OF MILESTONE ACHIEVEMENT

(Clause 23.1(f))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[Insert date]

Sydney Metro
[Insert address]

PS Contractor
[Insert address]

Dear [Insert name]

NOTICE OF MILESTONE ACHIEVEMENT
Sydney Metro City & Southwest
Pitt Street Integrated Station Development – Station Delivery Deed
Project Works – Milestone [insert number]

This Notice of Milestone Achievement is given in accordance with the "Sydney Metro City & Southwest Pitt Street Integrated Station Development – Station Delivery Deed" (Contract No: 506) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with clause 23.1(f) of the Station Delivery Deed, the Independent Certifier confirms that Milestone Achievement in respect of Milestone [insert number] has been achieved. The Date of Milestone Achievement in respect of Milestone [insert number] is [insert date].

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**.

This Notice of Milestone Achievement does not relieve the PS Contractor of its obligation to rectify Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 27 of the Station Delivery Deed and to complete any other outstanding obligations under the Station Delivery Deed.

Yours sincerely

.....
[Insert name]
for and on behalf of the Independent Certifier

Attachment – List of Minor Defects, Agreed Defects and Accepted Defects

No. Minor Defects	
1.	
2.	
No. Agreed Defects	
3.	
4.	
No. Accepted Defects	
5.	
6.	

SCHEDULE B10. – NOTICE OF SUBSTANTIAL COMPLETION

(Clause 23.1(f))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[Insert date]

Sydney Metro
[Insert address]

PS Contractor
[Insert address]

Dear [Insert name]

NOTICE OF SUBSTANTIAL COMPLETION
Sydney Metro City & Southwest
Pitt Street Integrated Station Development – Station Delivery Deed
Project Works – Portion [insert number]

This Notice of Substantial Completion is given in accordance with the "Sydney Metro City & Southwest Pitt Street Integrated Station Development – Station Delivery Deed" (Contract No: 506) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with clause 23.1(f) of the Station Delivery Deed, the Independent Certifier confirms that Substantial Completion in respect of Portion [insert number] has been achieved. The Date of Substantial Completion in respect of Portion [insert number] is [insert date].

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**.

This Notice of Substantial Completion does not relieve the PS Contractor of its obligation to rectify Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 27 of the Station Delivery Deed and to complete any other outstanding obligations under the Station Delivery Deed.

Yours sincerely

.....
[Insert name]
for and on behalf of the Independent Certifier

Attachment – List of Minor Defects, Agreed Defects and Accepted Defects

No. Minor Defects	
1.	
2.	
No. Agreed Defects	
3.	
4.	
No. Accepted Defects	
5.	
6.	

SCHEDULE B11. – NOTICE OF COMPLETION

(Clause 23.1(f))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Sydney Metro
[Insert address]

PS Contractor
[Insert address]

Dear [Insert name]

NOTICE OF COMPLETION
Sydney Metro City & Southwest
Pitt Street Integrated Station Development – Station Delivery Deed
Project Works – Portion [insert number]

This Notice of Completion is given in accordance with the "Sydney Metro City & Southwest Pitt Street Integrated Station Development – Station Delivery Deed" (Contract No: 506) dated [insert] (**Station Delivery Deed**). Words defined in the Station Delivery Deed have the same meaning in this certificate.

In accordance with clause 23.1(f) of the Station Delivery Deed, the Independent Certifier confirms that Completion in respect of Portion [insert number] has been achieved. The Date of Completion in respect of Portion [insert number] is [insert date].

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**. [Note: A list of Minor Defects, Agreed Defects and Accepted Defects must only be provided for Non-Trackway Portions. For the Trackway Portion the rectification of all Minor Defects and Agreed Defects is a requirement for the achievement of Completion.]

This Notice of Completion does not relieve the PS Contractor of its obligation to rectify Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 27 of the Station Delivery Deed and to complete any other outstanding obligations under the Station Delivery Deed.

Yours sincerely

.....
[Insert name]
for and on behalf of the Independent Certifier

Attachment – List of Minor Defects, Agreed Defects and Accepted Defects

No. Minor Defects	
1.	
2.	
No. Agreed Defects	
3.	
4.	
No. Accepted Defects	
5.	
6.	

SCHEDULE B12. – NOT USED

EXECUTED as a deed poll.

[Note: Appropriate execution block to be inserted prior to execution.]



SCHEDULE B14. - NOT USED

in the Industrial Relations Act 1996 (NSW)), with the exception of the subcontractors and respective amounts unpaid for each subcontractor listed below:

Subcontractor: Amount unpaid:

.....
.....
.....
.....

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 Part 2 of the Building and Construction Industry Security of Payment Regulation 2008 (NSW), with the exception of the items listed below:*

.....
.....
.....

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*

(a1) *that all their subcontractors, as at the date of the making of such a declaration, have been paid in accordance with the relevant subcontracts and any applicable industrial instruments (as defined in the Industrial Relations Act 1996 (NSW)), and*

(b) *that all their employees, 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(a.1) and 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:	

.....

- 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:	

.....

- 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 section 18(6) of Schedule 2 of part 5 of the Payroll Tax Act 2007 in the form and providing the detail required

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

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.

<p>_____ <i>Identification document relied on (may be original or certified copy)</i></p> <p>_____ <i>Signature of person before whom the declaration is made</i></p> <p>Before me:</p> <p>..... <i>(Signature of person before whom the declaration is made)</i></p> <p>..... <i>(Name of the person before whom the declaration is made)</i></p> <p>..... <i>(Title* of the person before whom the declaration is made)</i></p> <p>* <i>The declaration must be made before one of the following persons:</i></p> <p>- <i>where the declaration is sworn within the State of New South Wales:</i></p> <p>(i) <i>a justice of the peace of the State of New South Wales;</i></p> <p>(ii) <i>a solicitor of the Supreme Court of New South Wales with a current practising certificate; or</i></p> <p>(iii) <i>a notary public.</i></p> <p>- <i>where the declaration is sworn in a place outside the State of New South Wales:</i></p> <p>(i) <i>a notary public; or</i></p> <p>(ii) <i>any person having authority to administer an oath in that place.</i></p>	
---	--

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* (NSW).

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 s175B Workers Compensation Act 1987, Schedule 2 Part 5 Payroll Tax Act 2007, and s127 Industrial Relations Act 1996 where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

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

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

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

Contract number/identifier (Note 3)

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

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

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

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

- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

Signature

Full name.....

Position/Title

Date/...../.....

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

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the **subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

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

Offences in respect of a false Statement

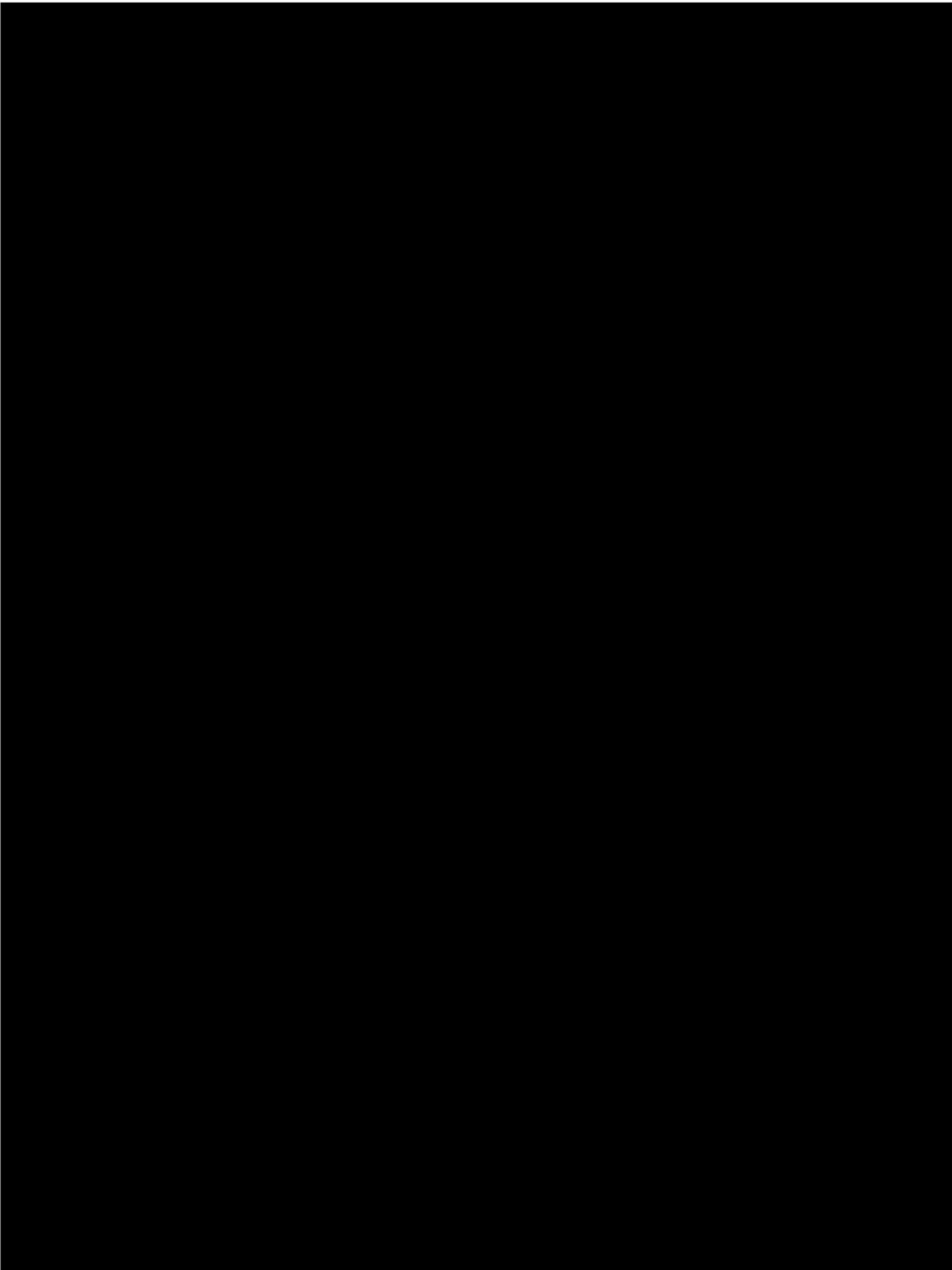
In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

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

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

Further Information

For more information, visit the WorkCover website www.workcover.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.

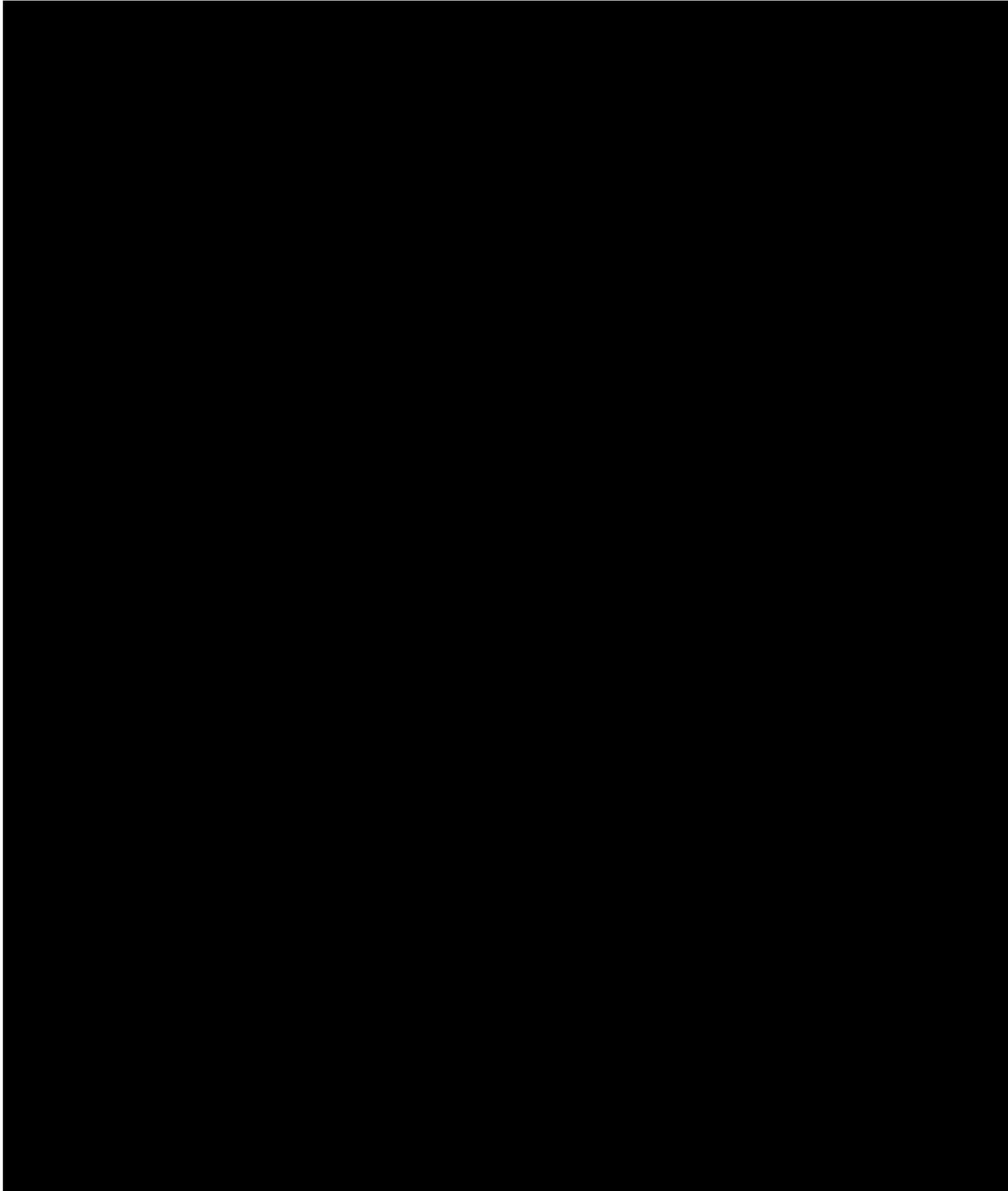


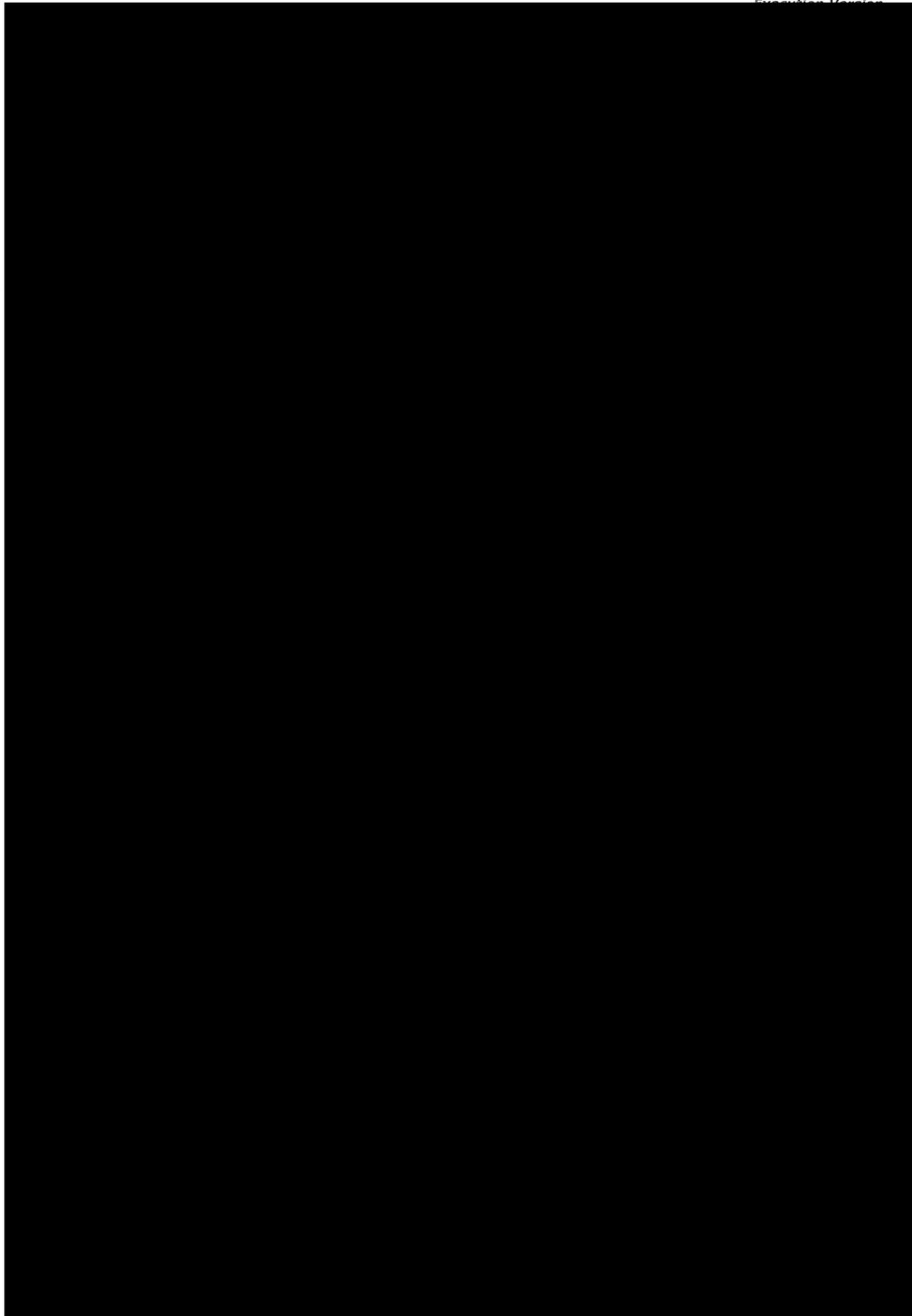
SCHEDULE B17. - NOT USED

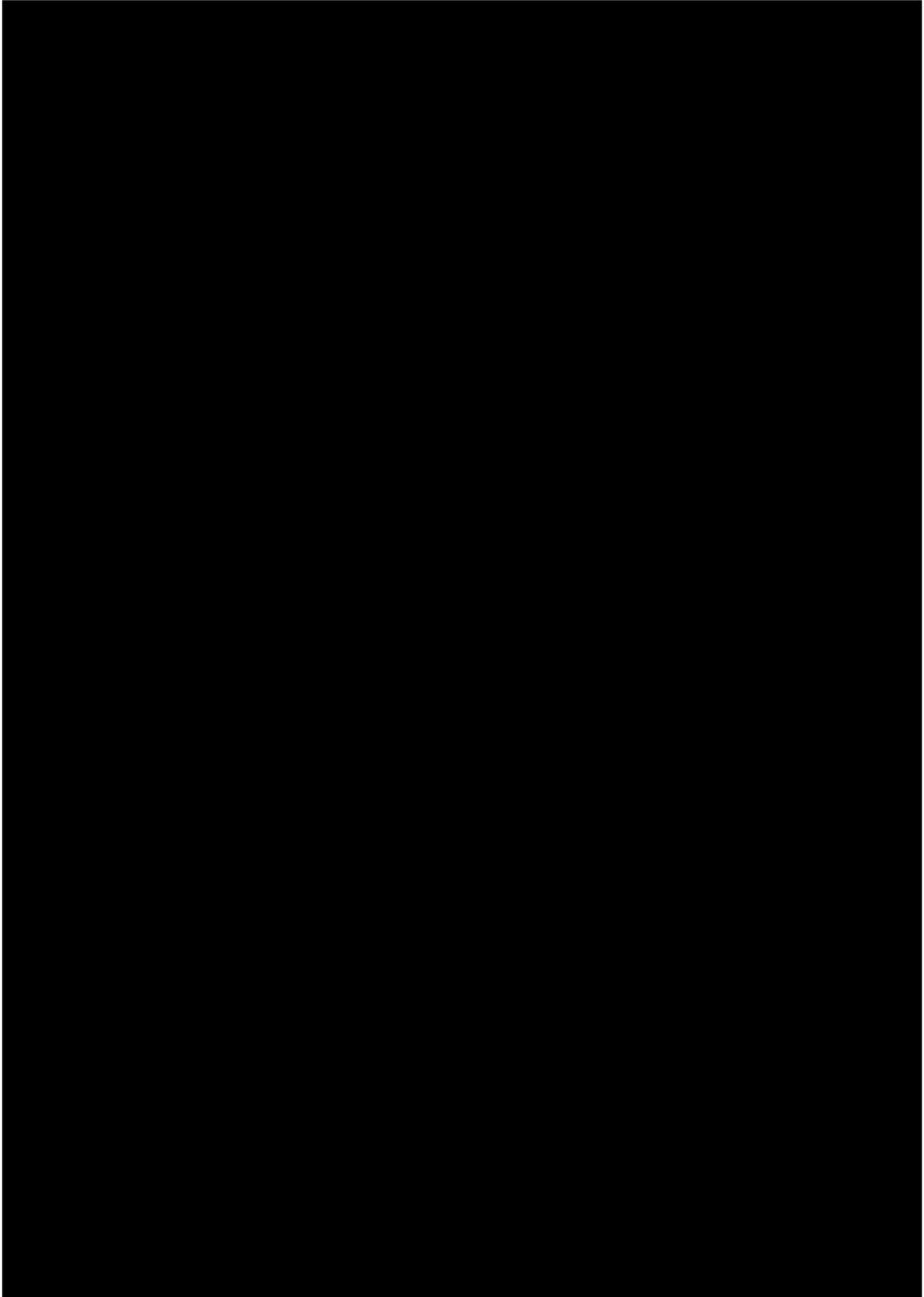
SCHEDULE C2. – PRINCIPAL'S DESIGN STAGE 1 DOCUMENTS

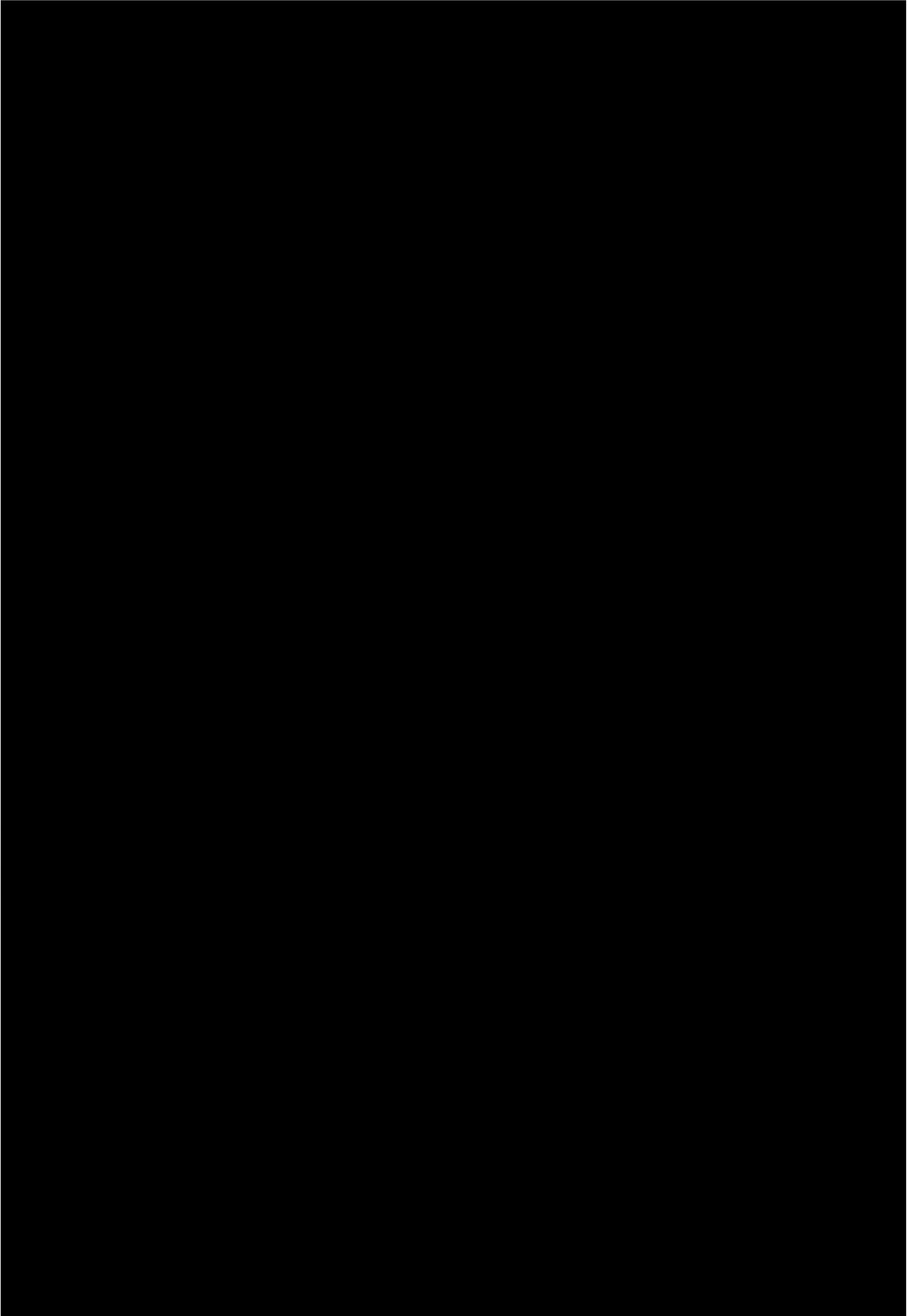
(Schedule A2 and clause 4.2)

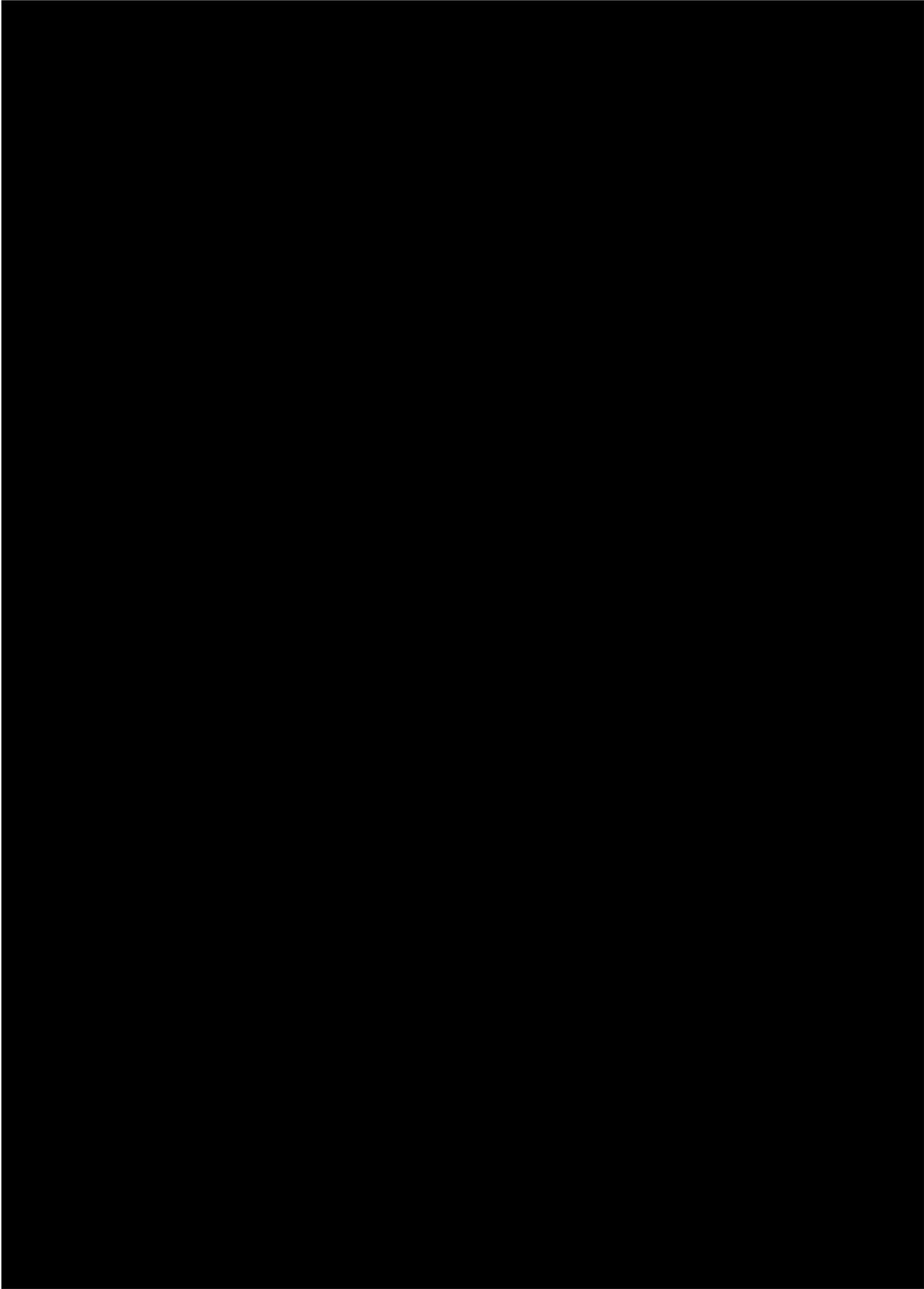
This Schedule C2 lists the documents that comprise the Principal's Design Stage 1 Documents which are included in Schedule F1 (*Electronic files*).

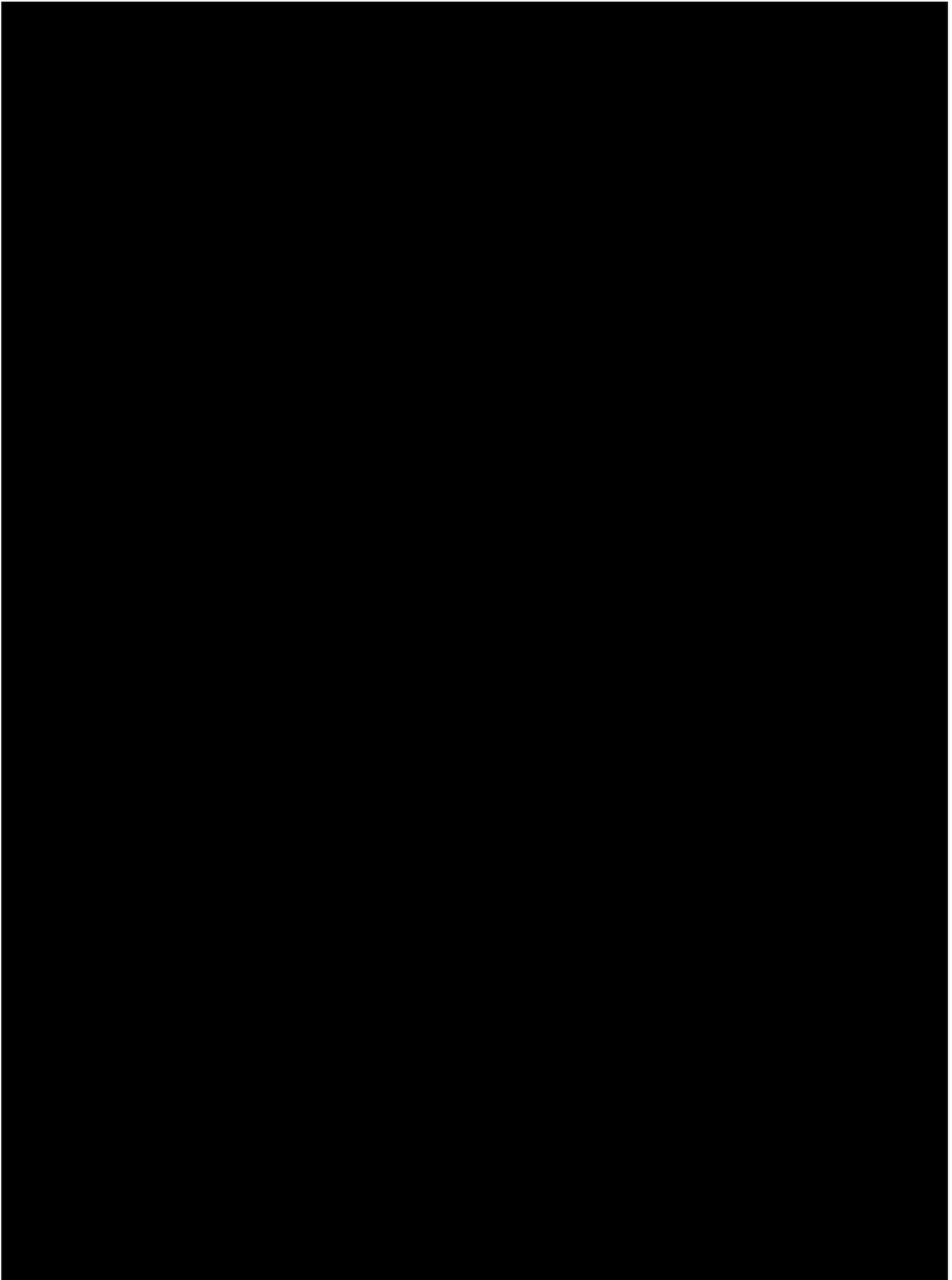


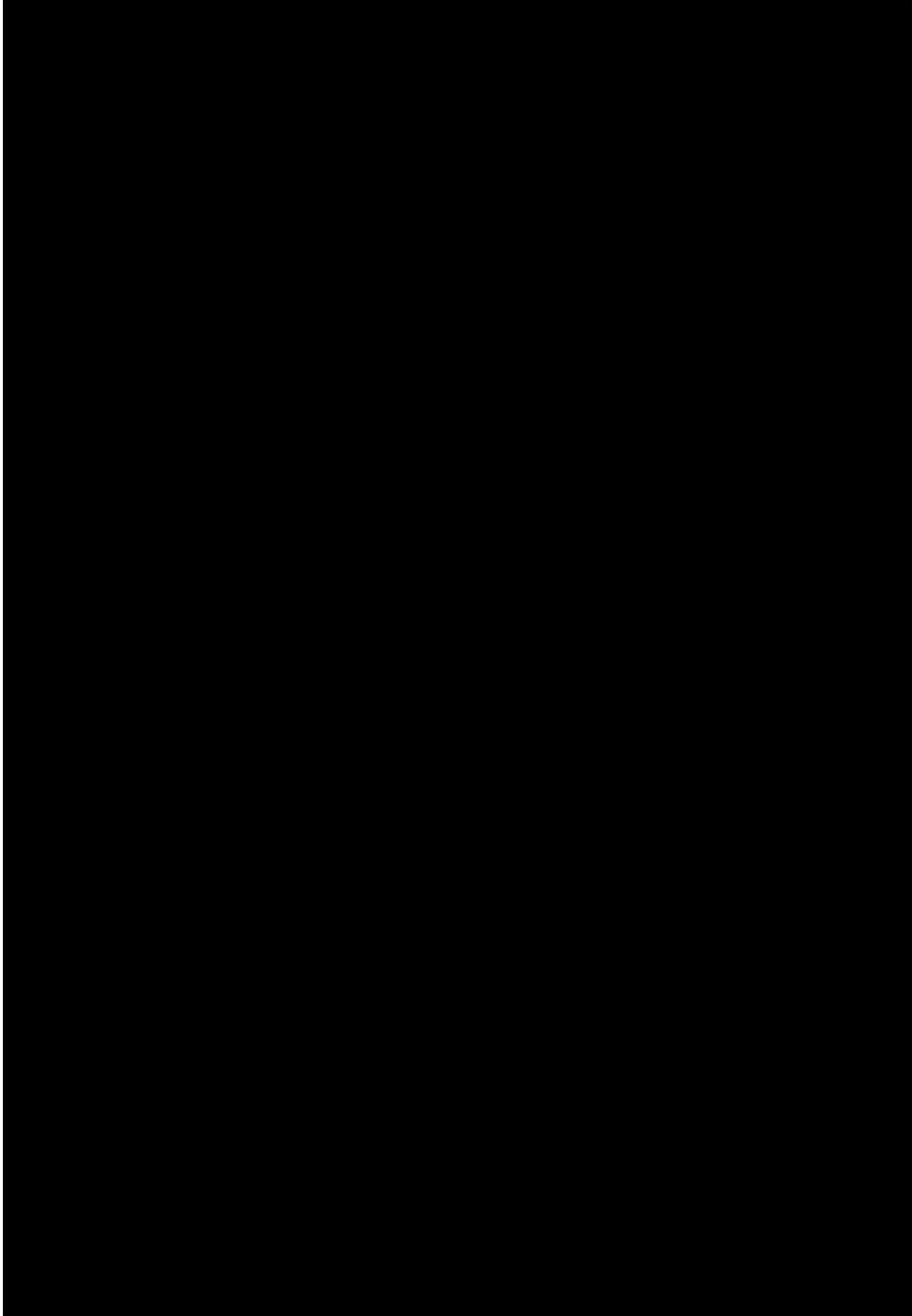


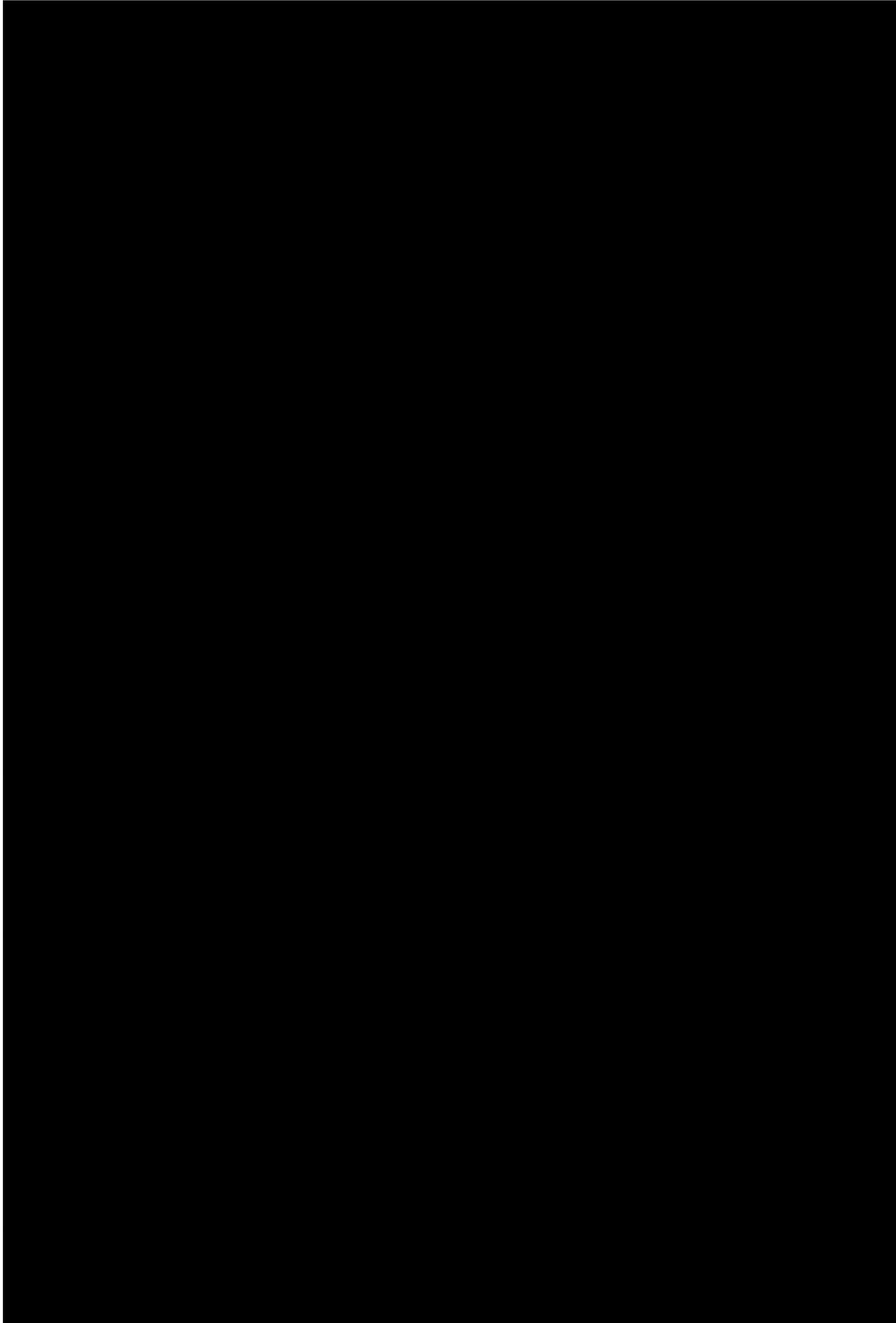


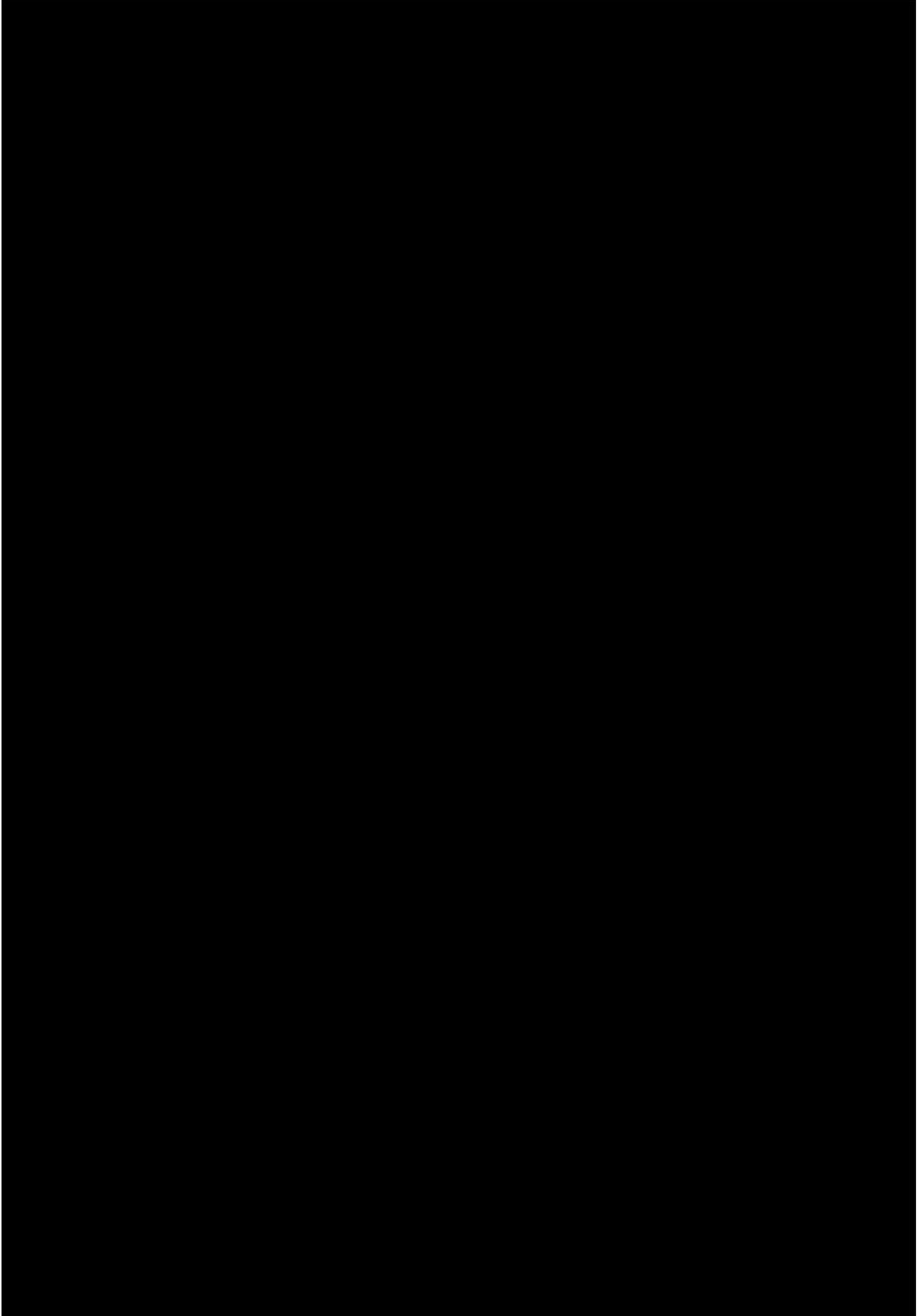


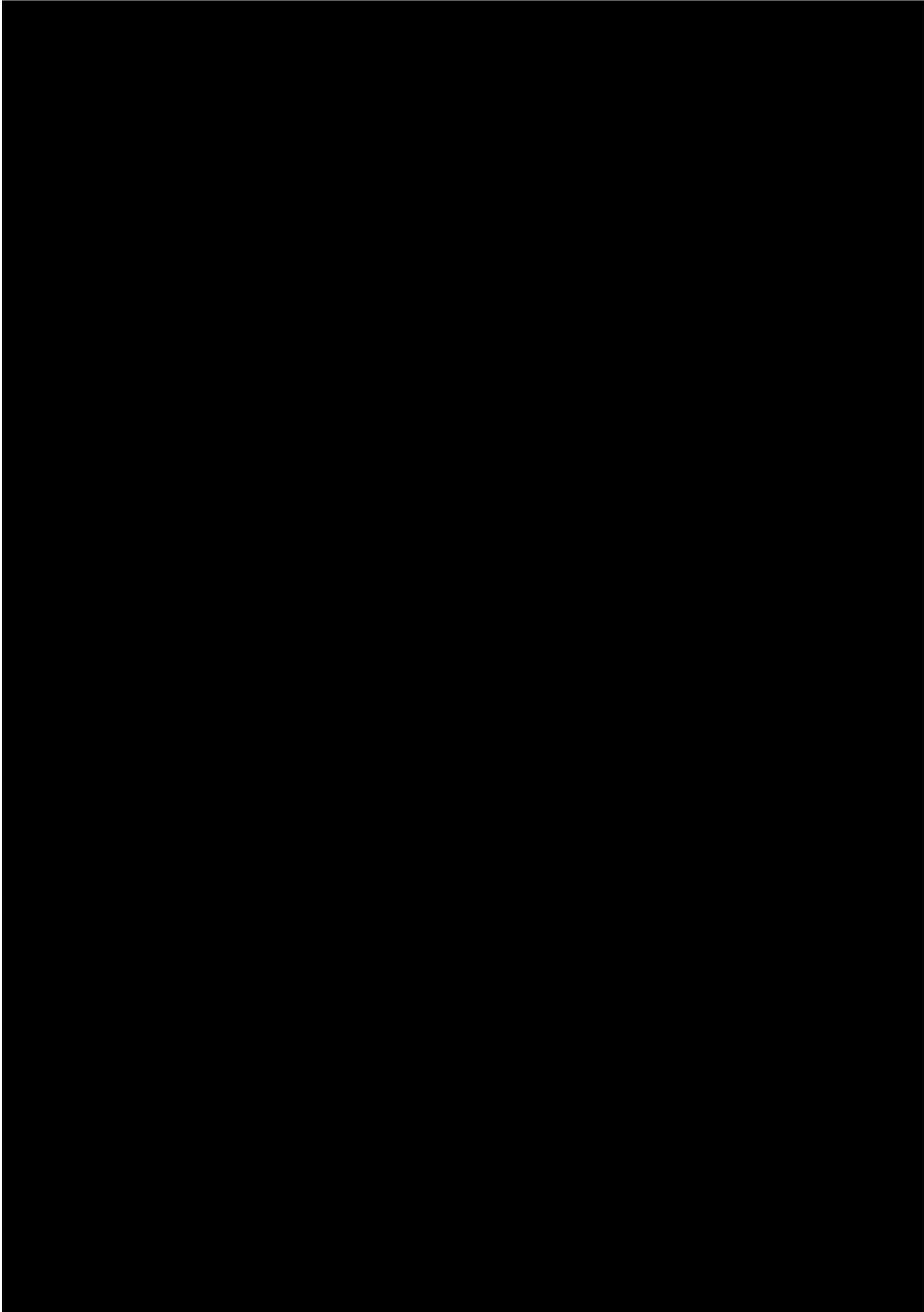


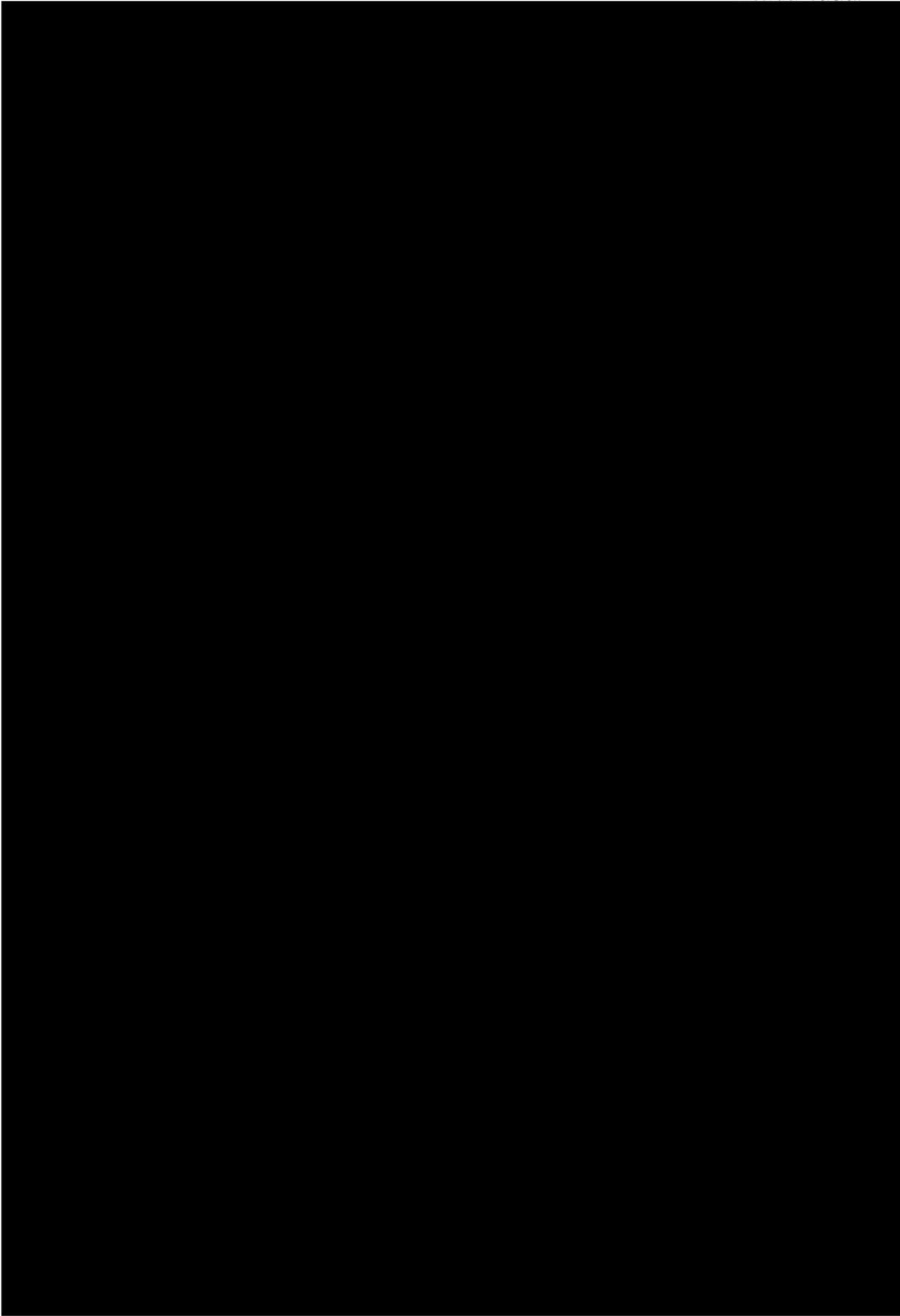


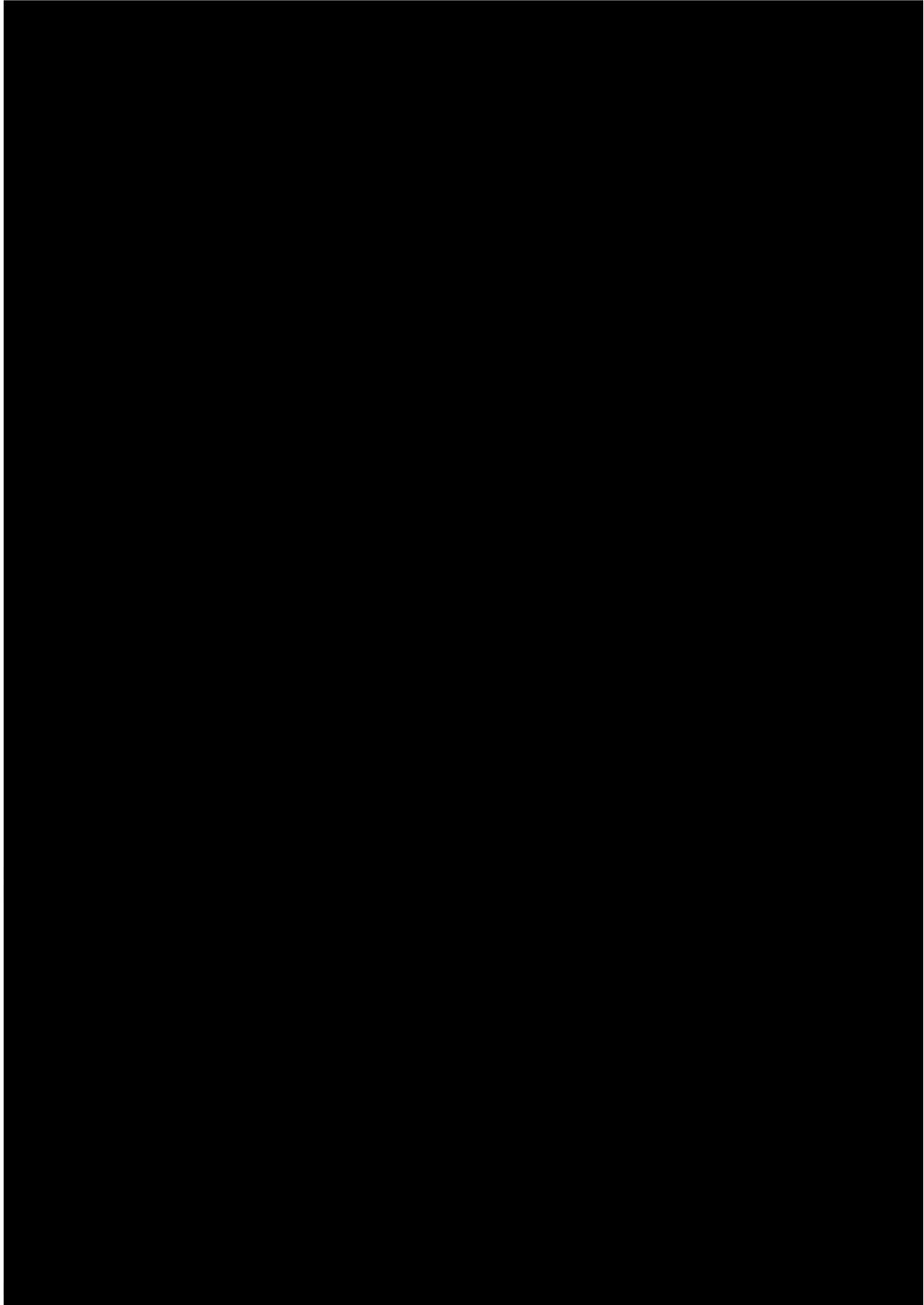


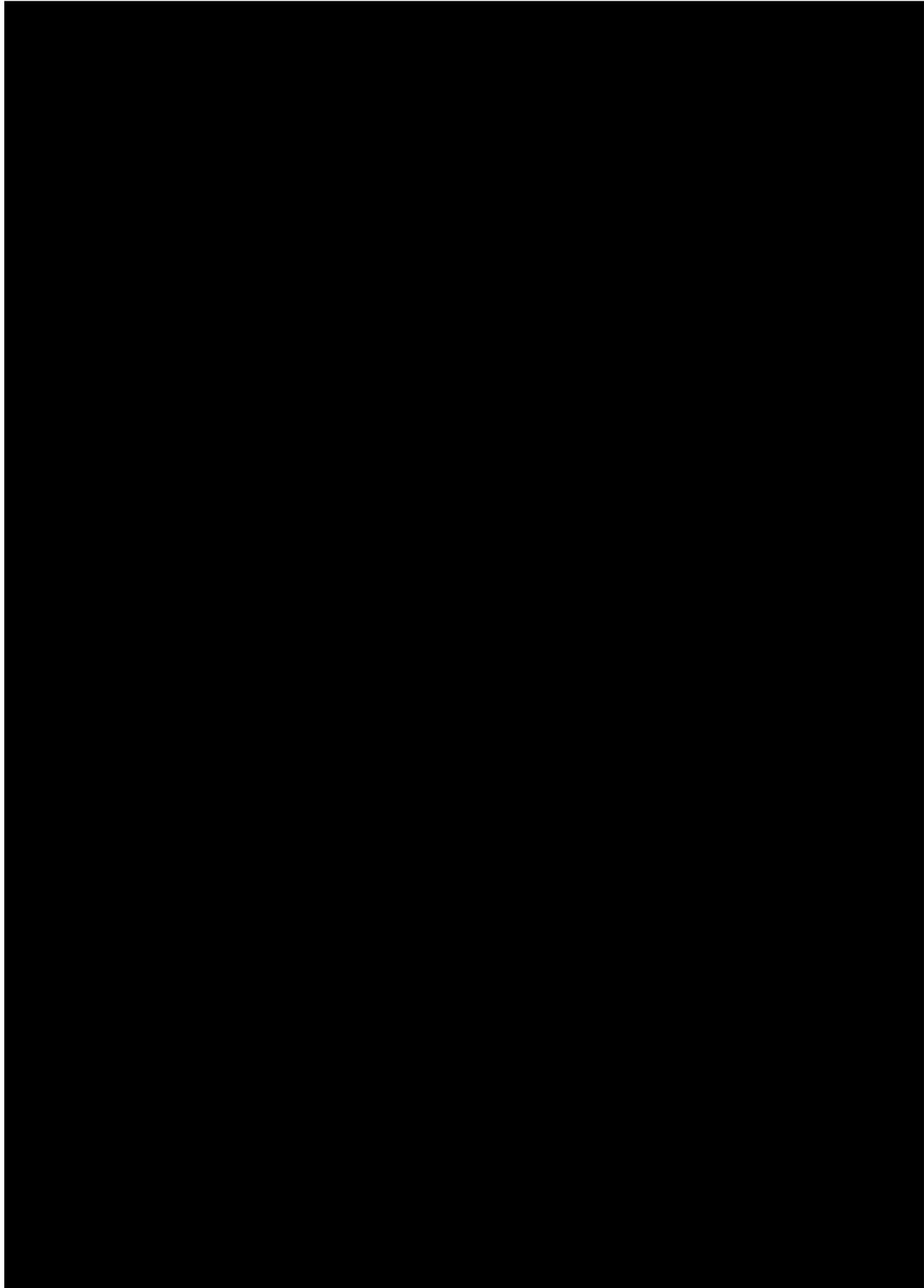


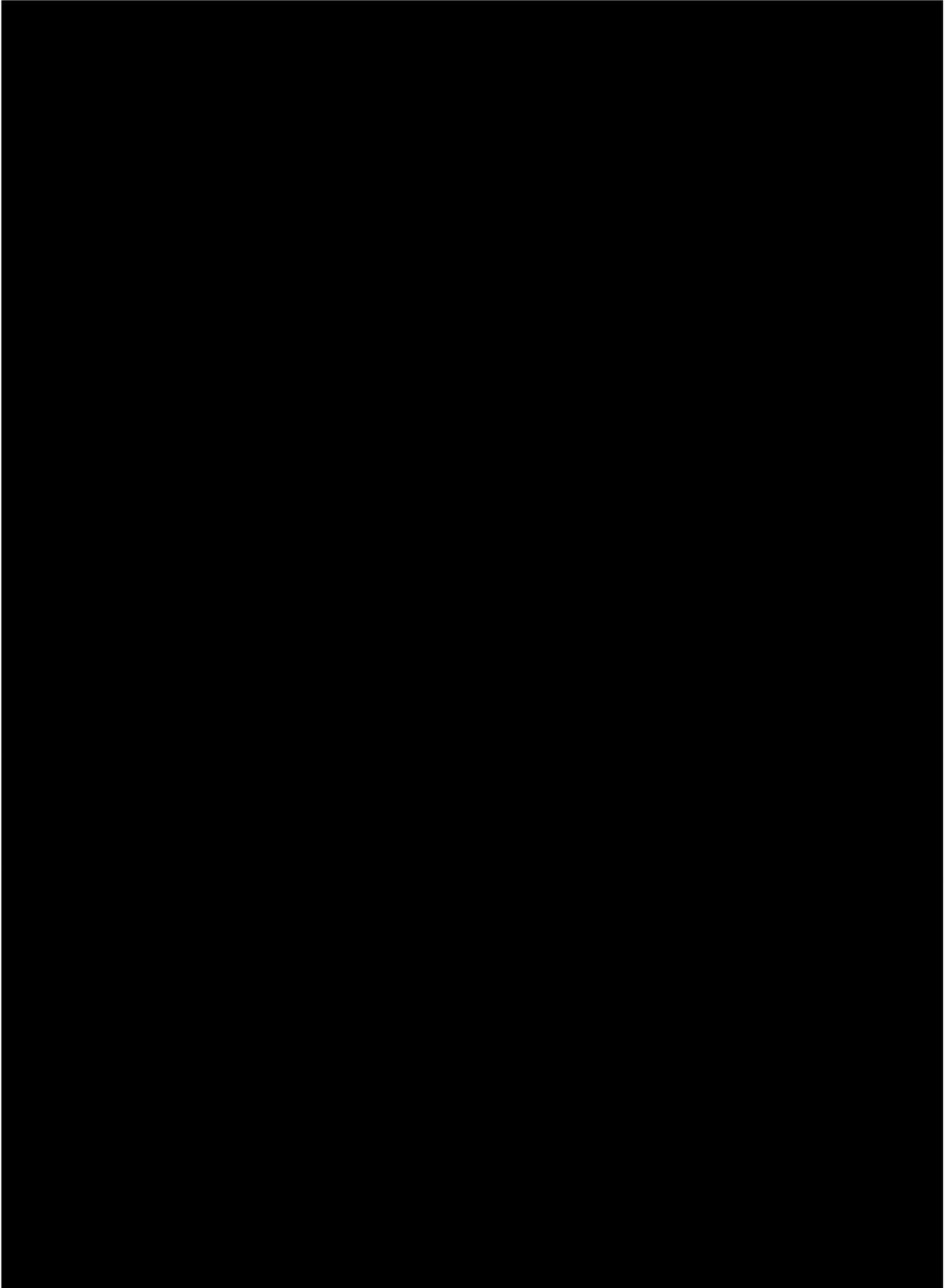


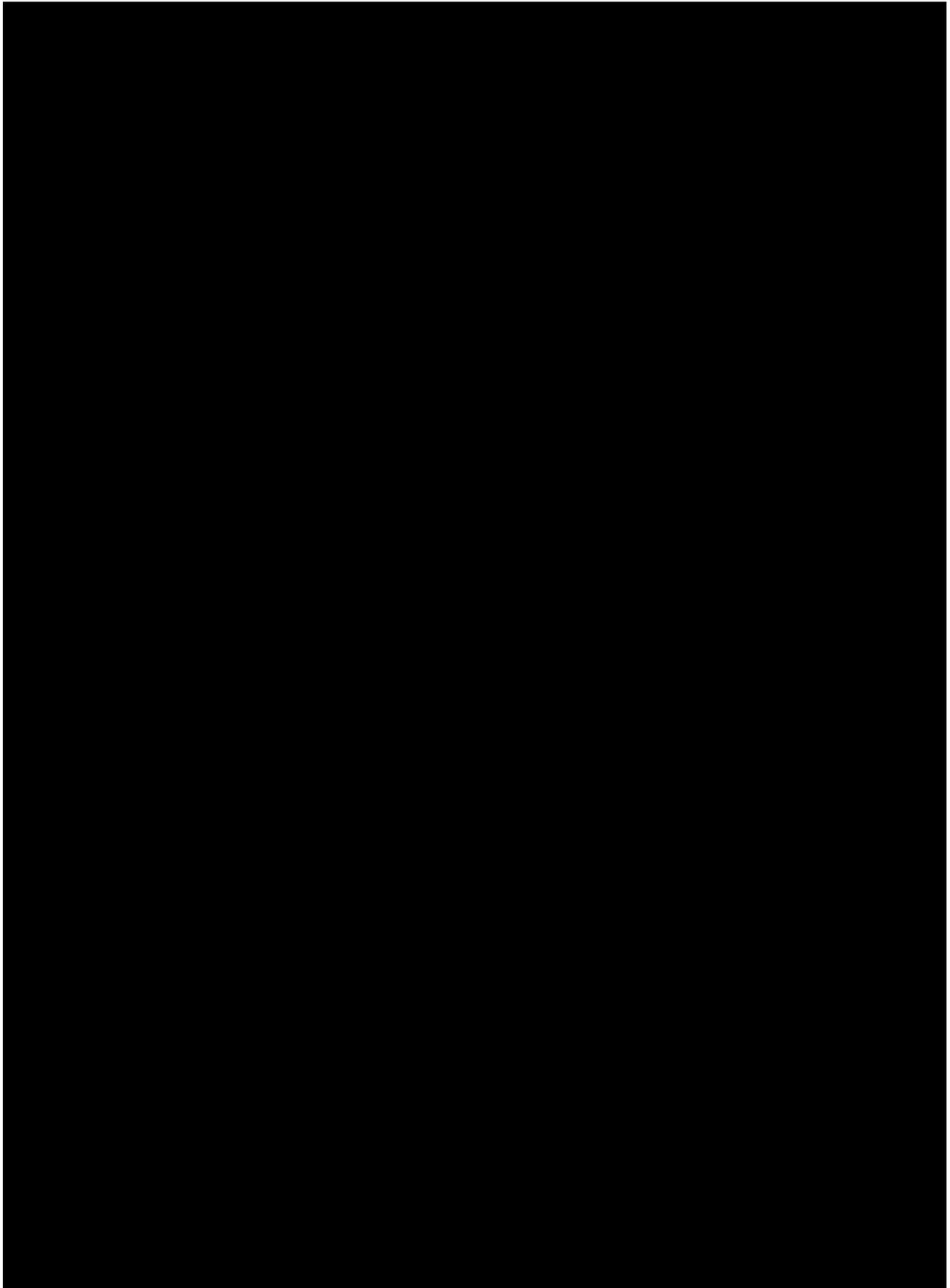


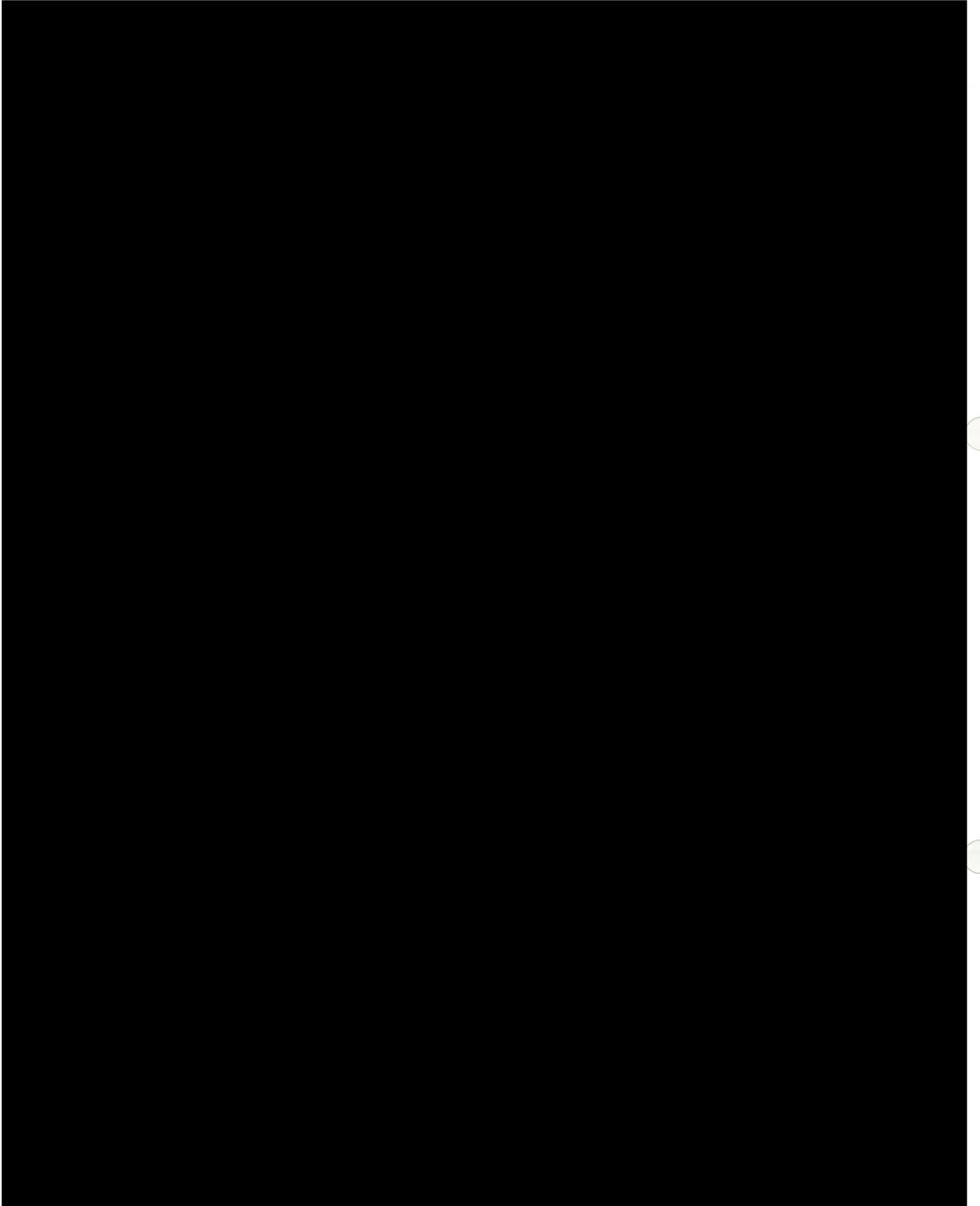


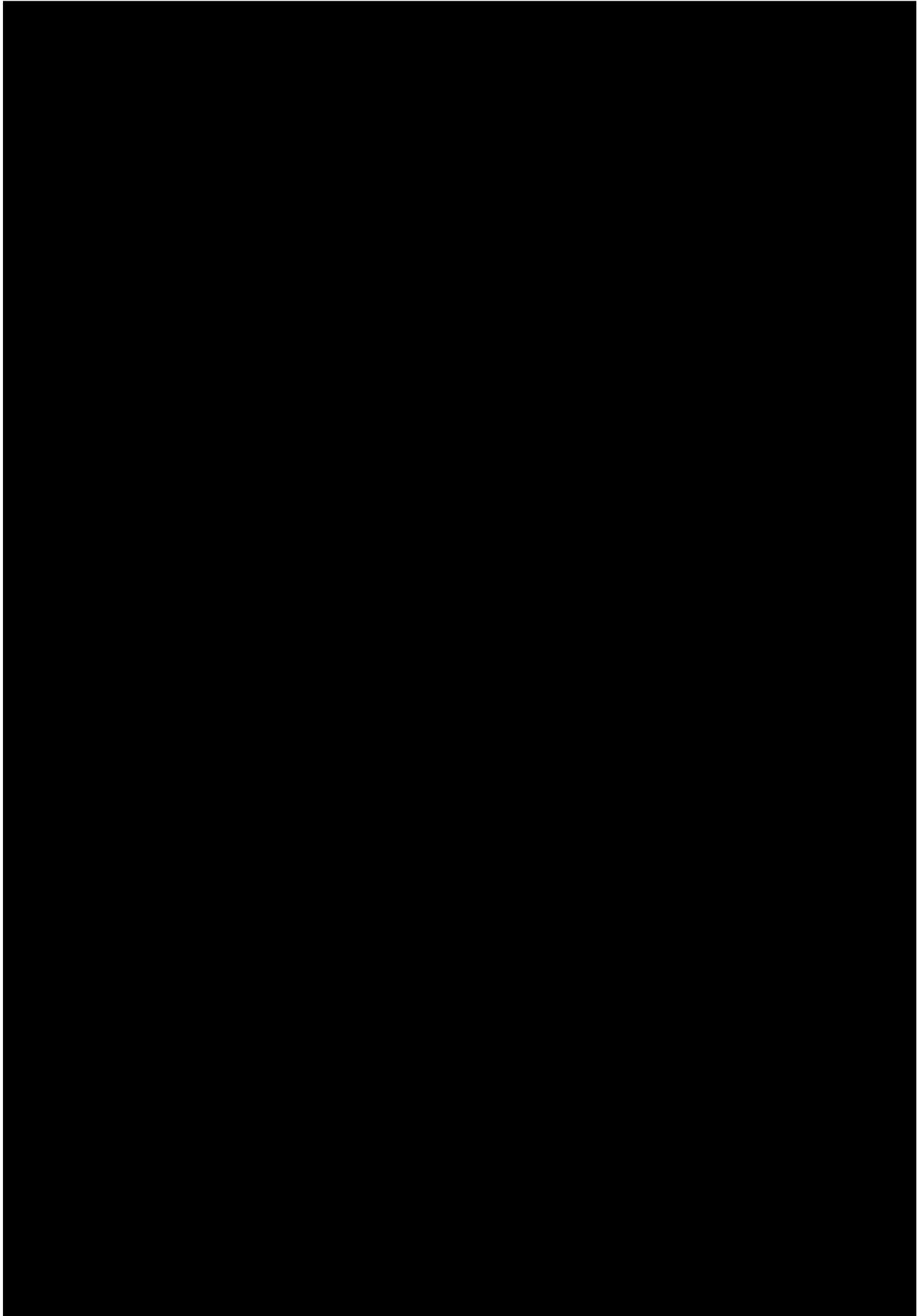


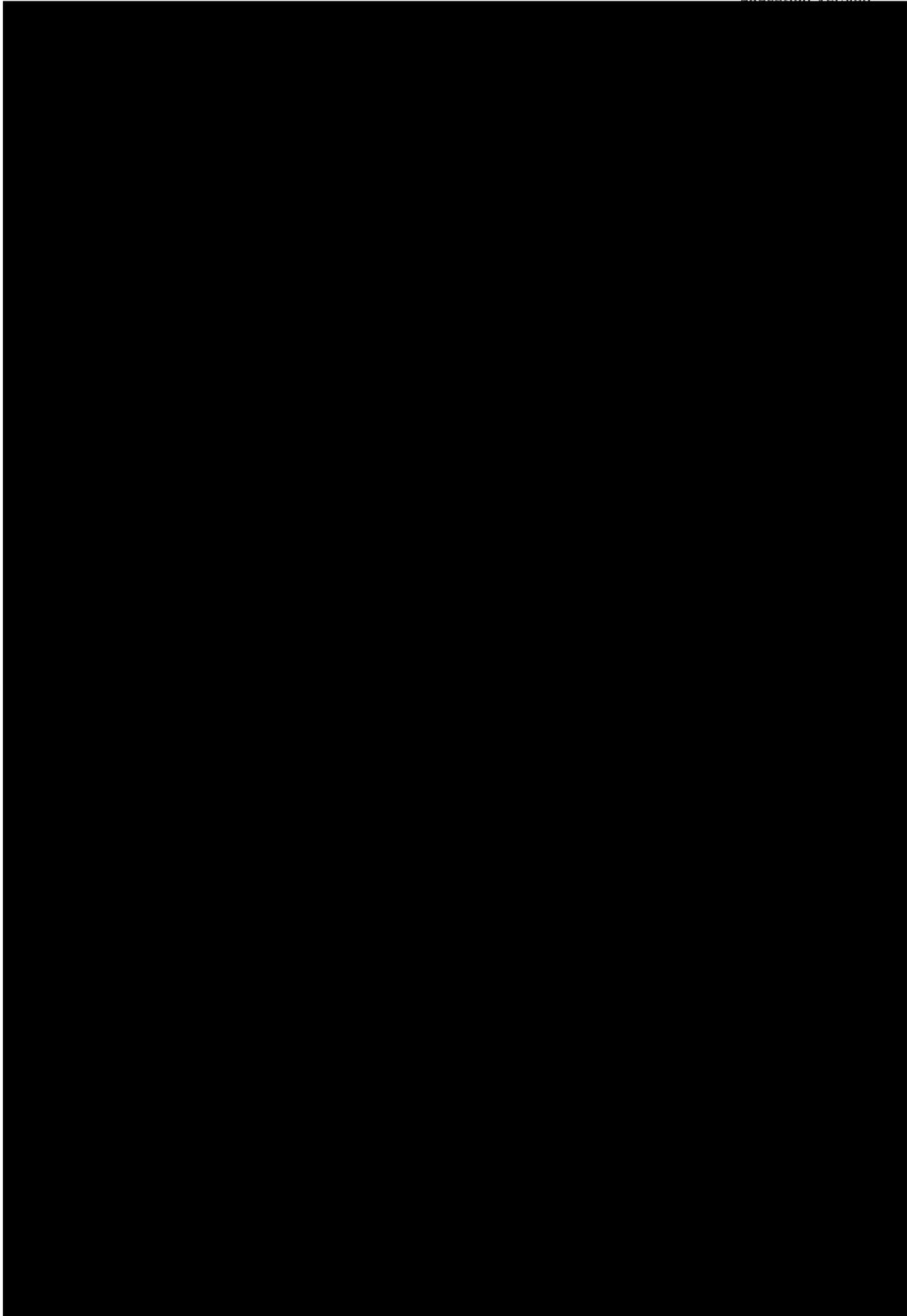


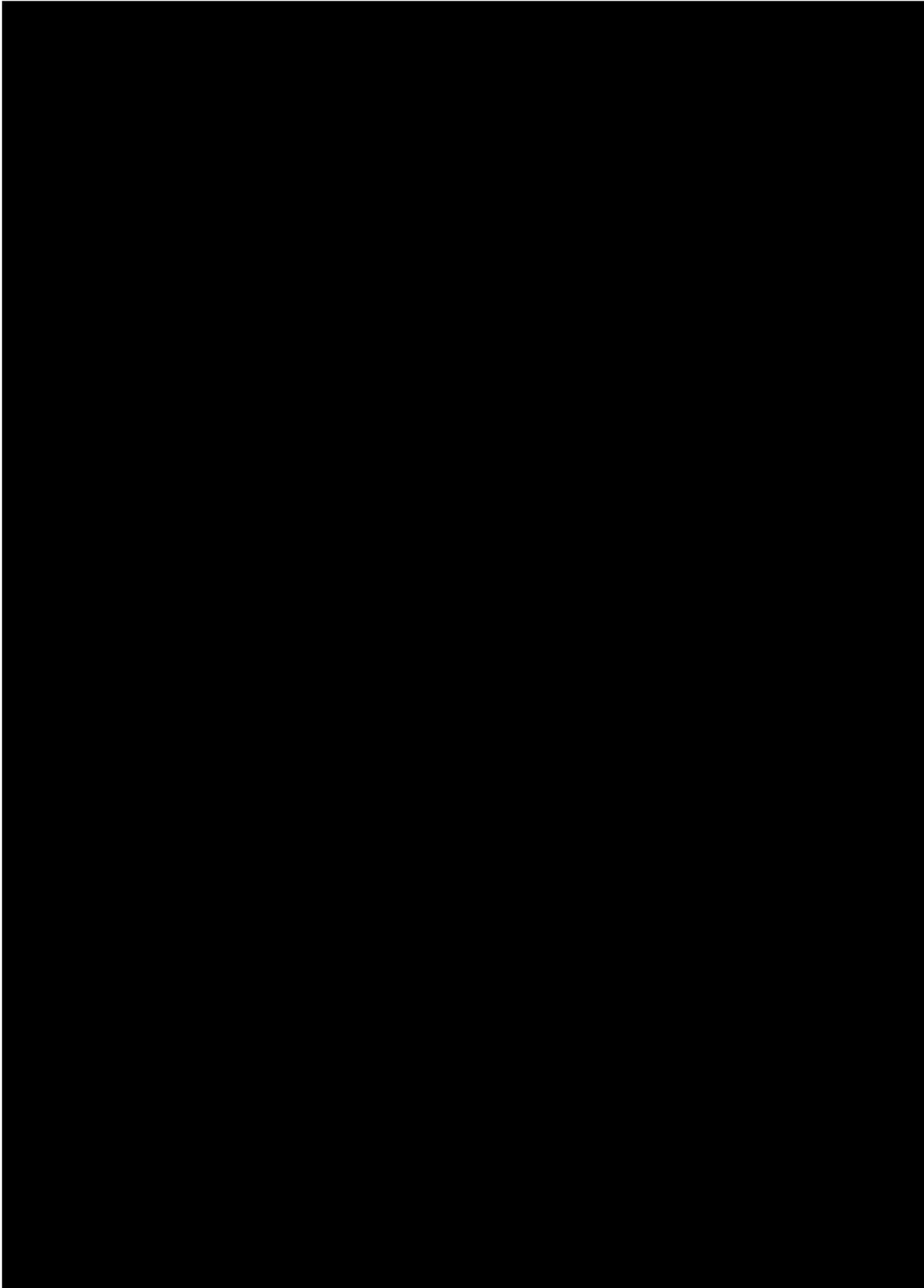


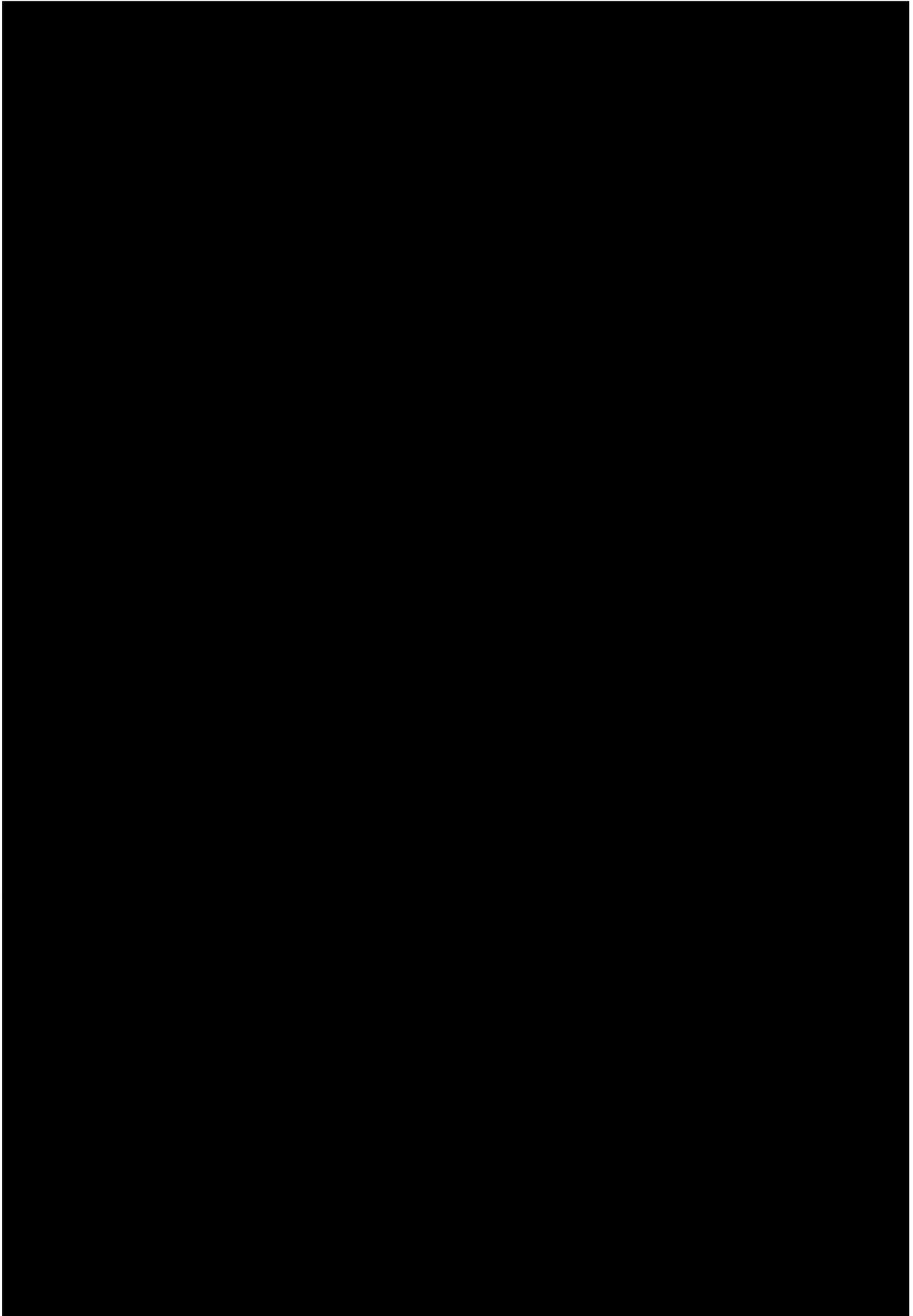


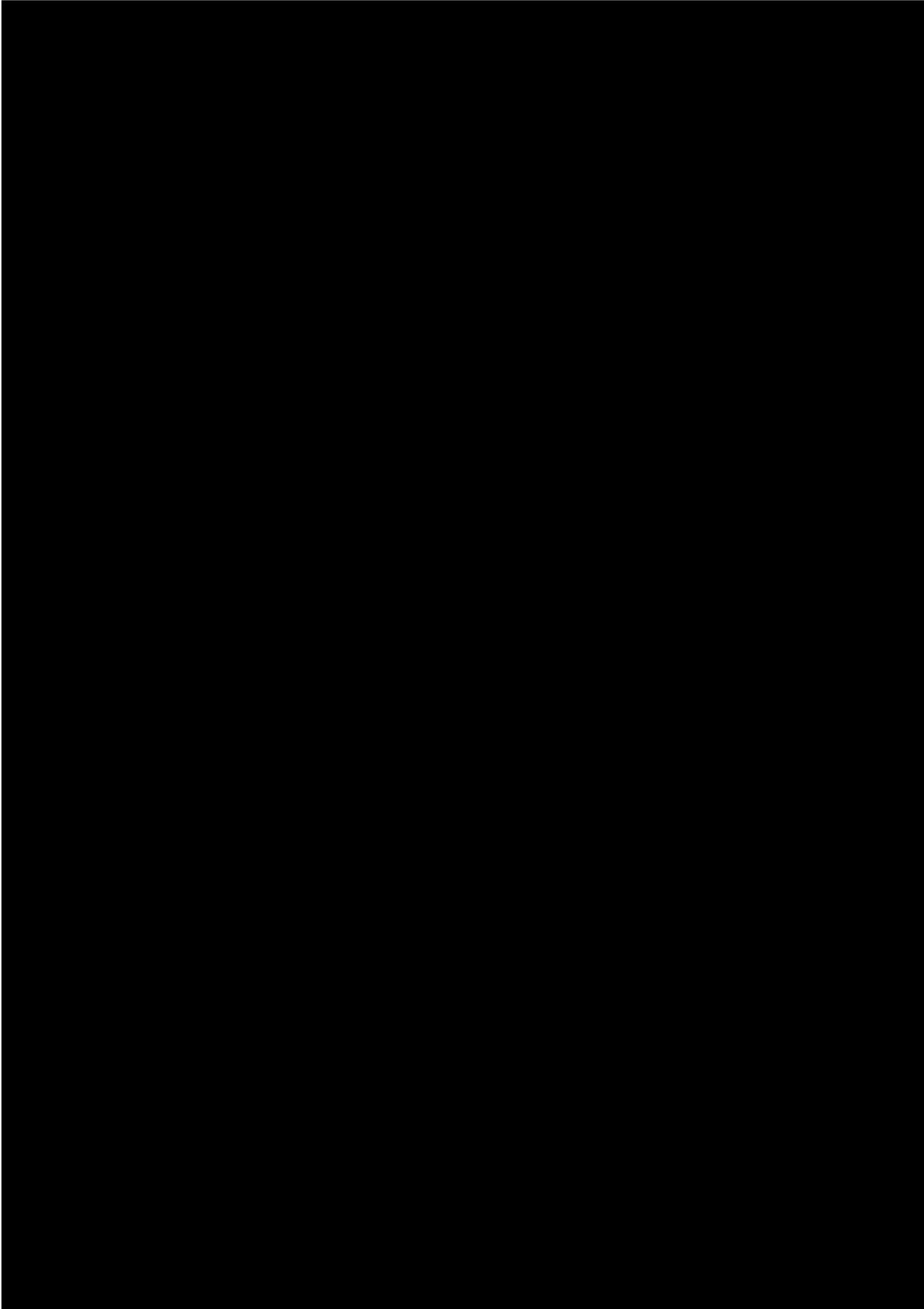


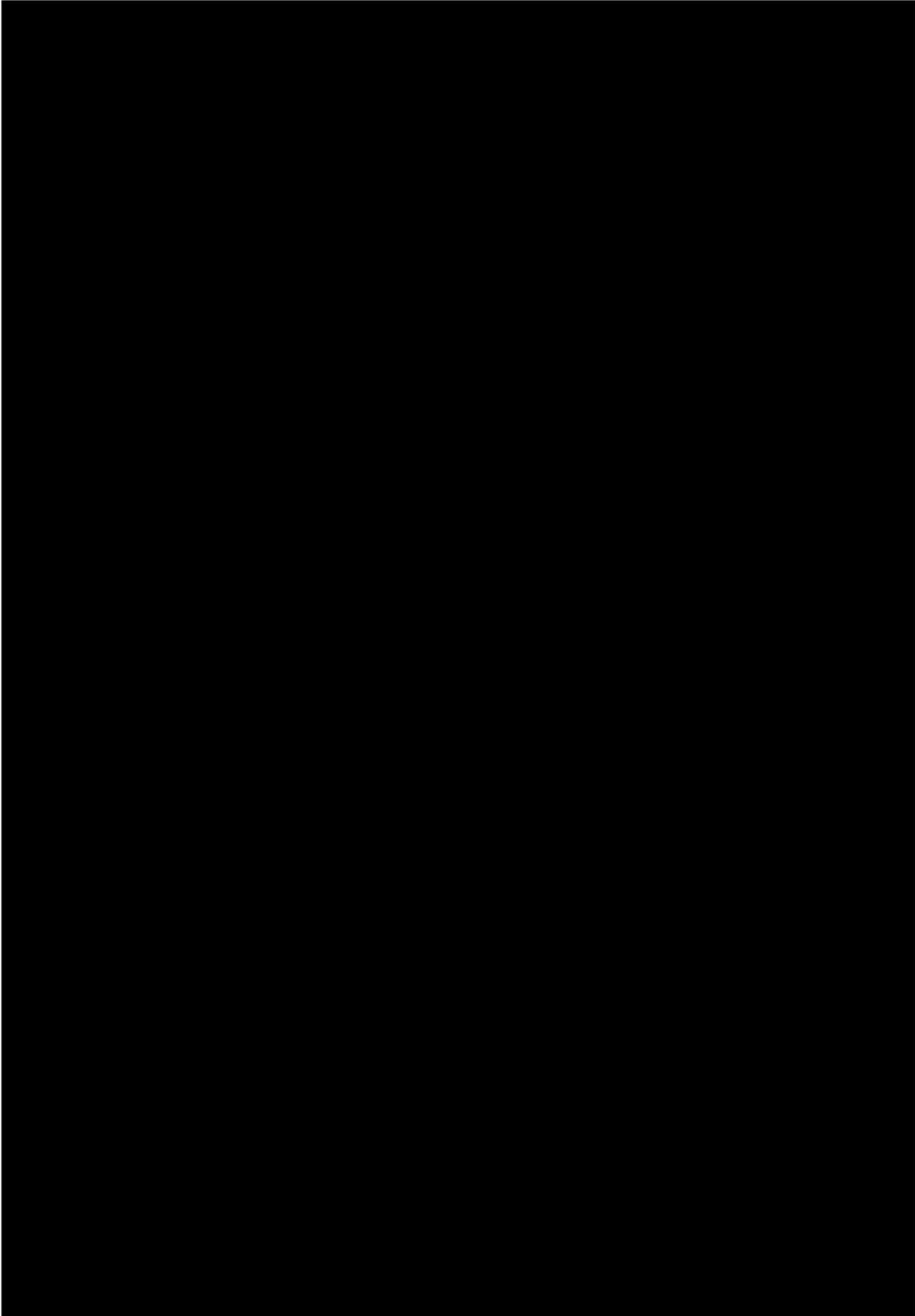


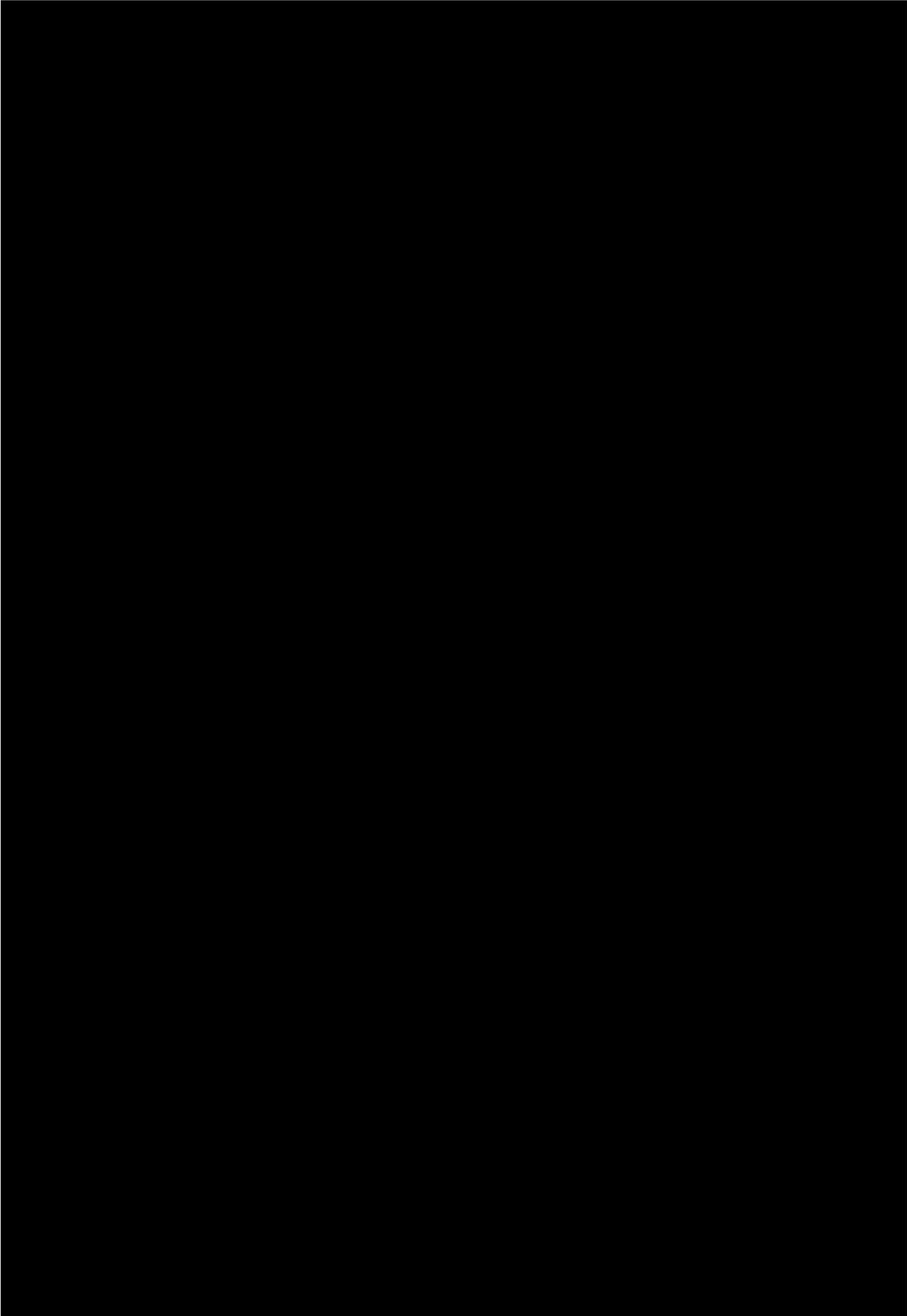


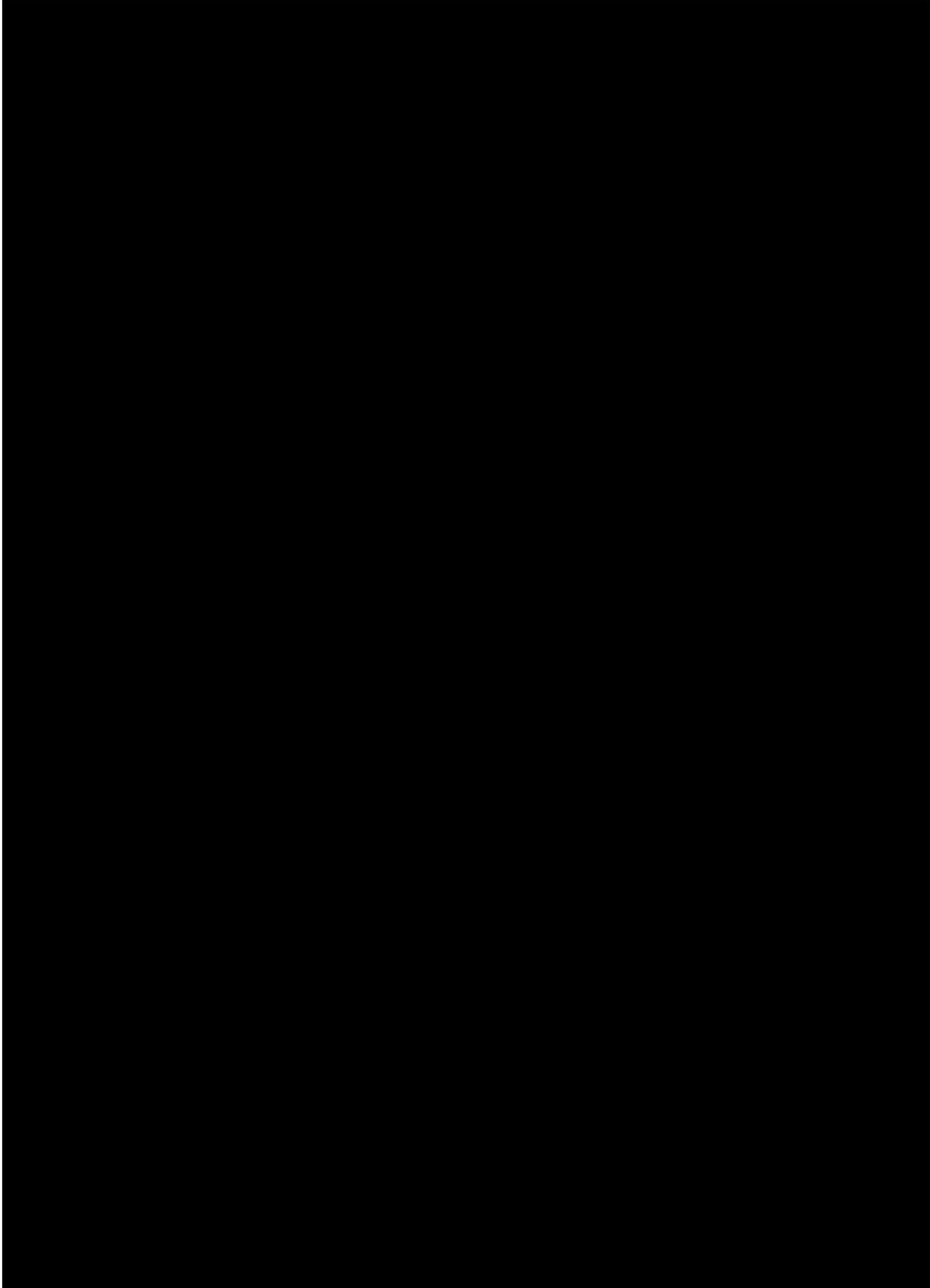


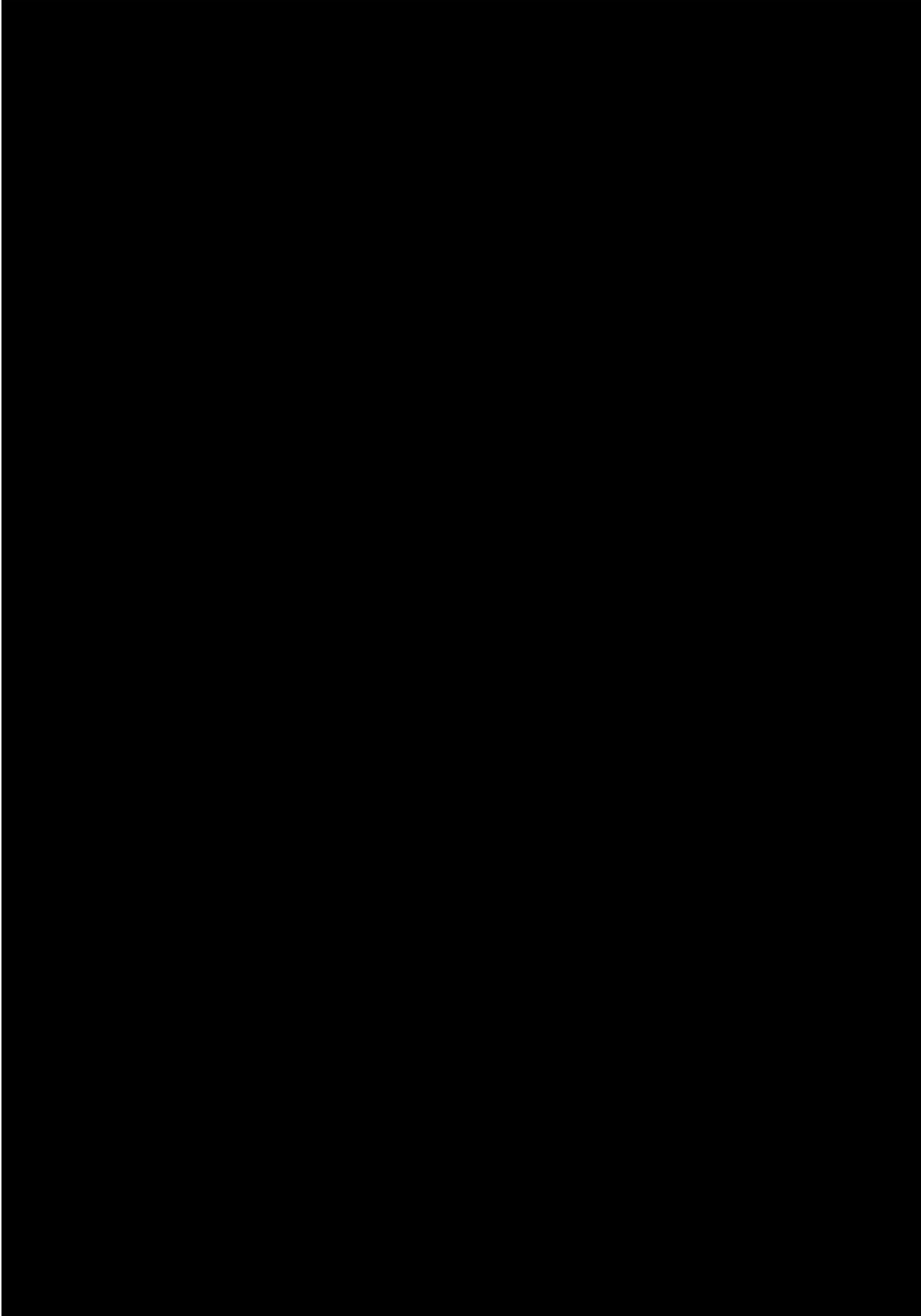


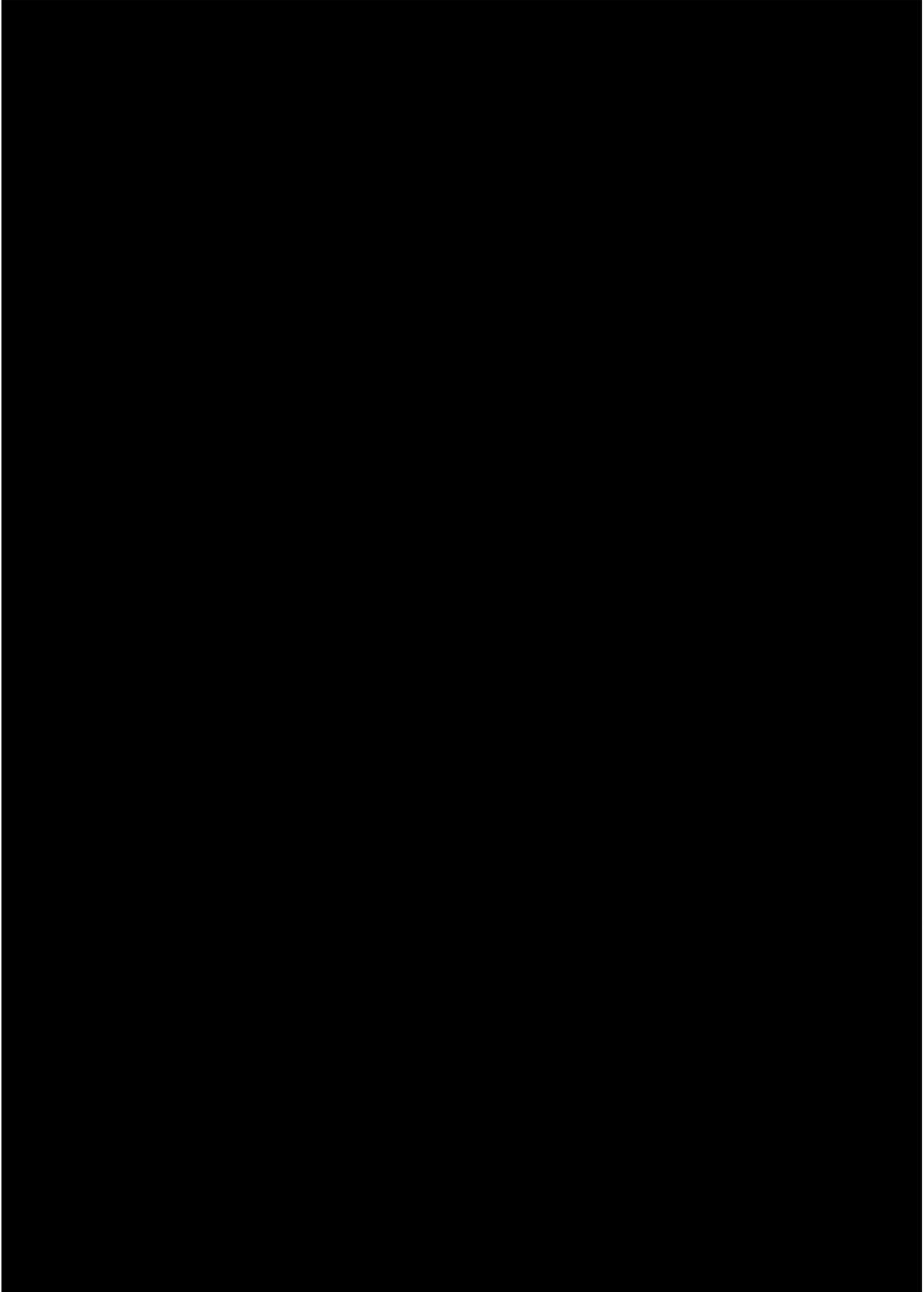


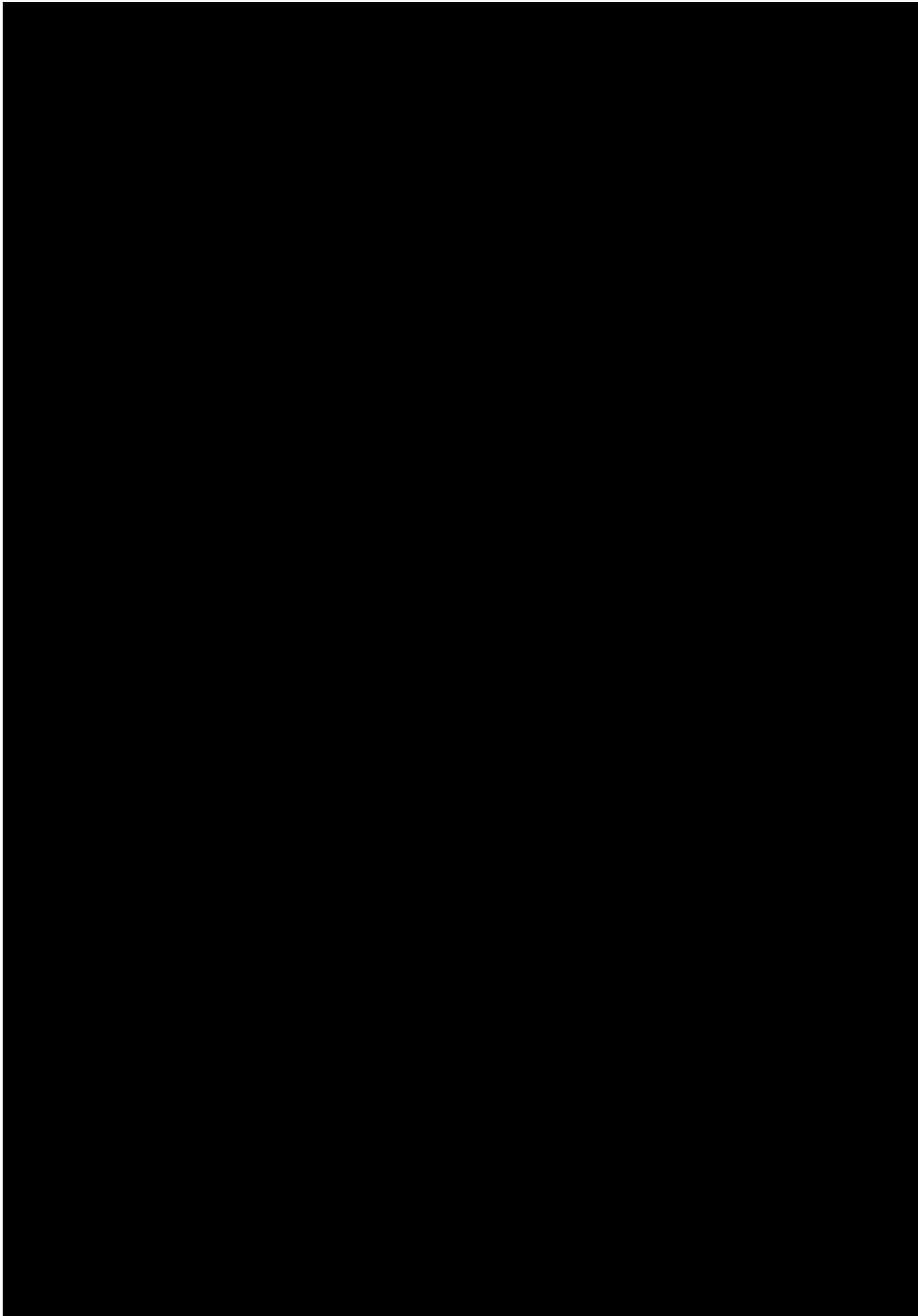


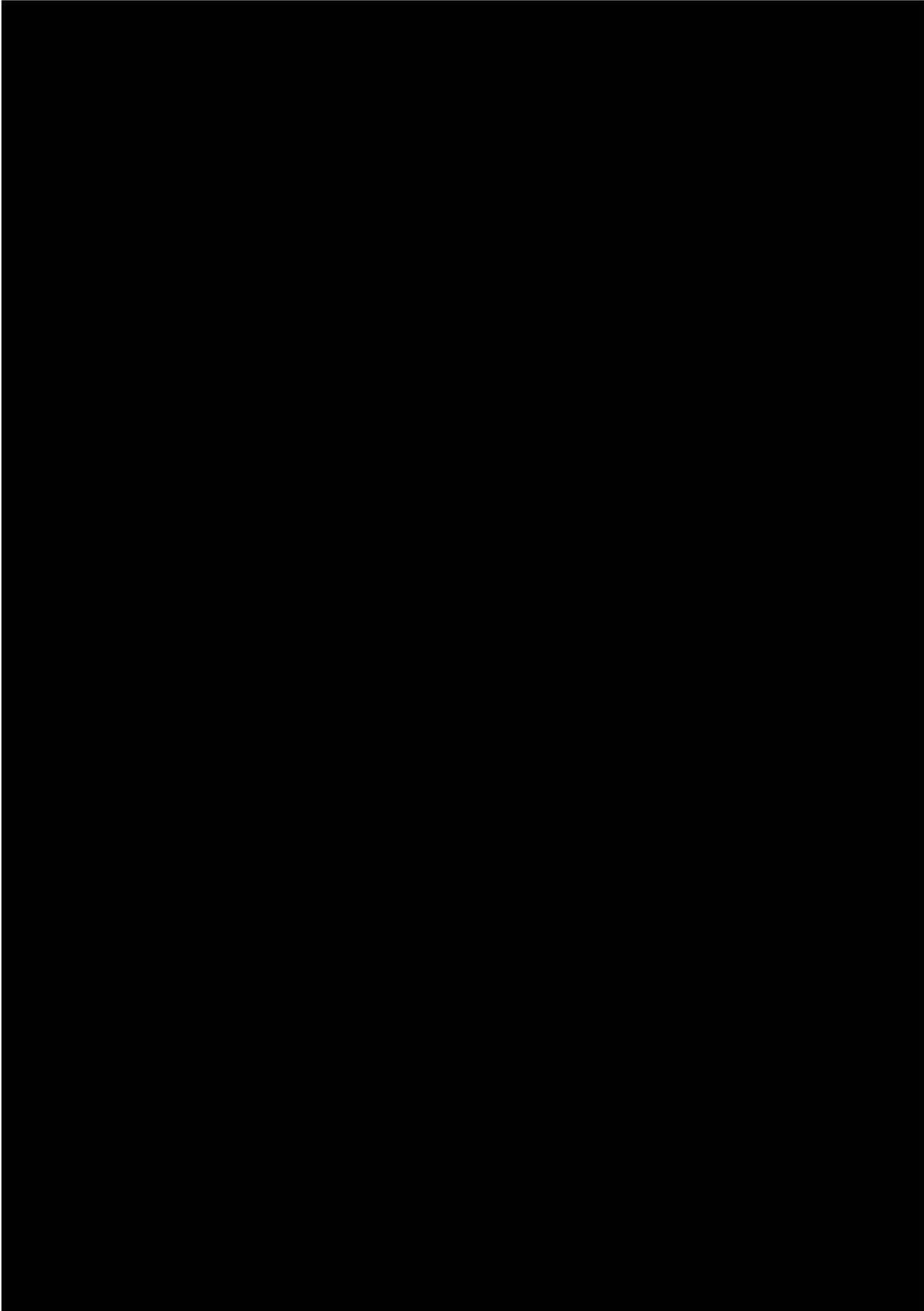


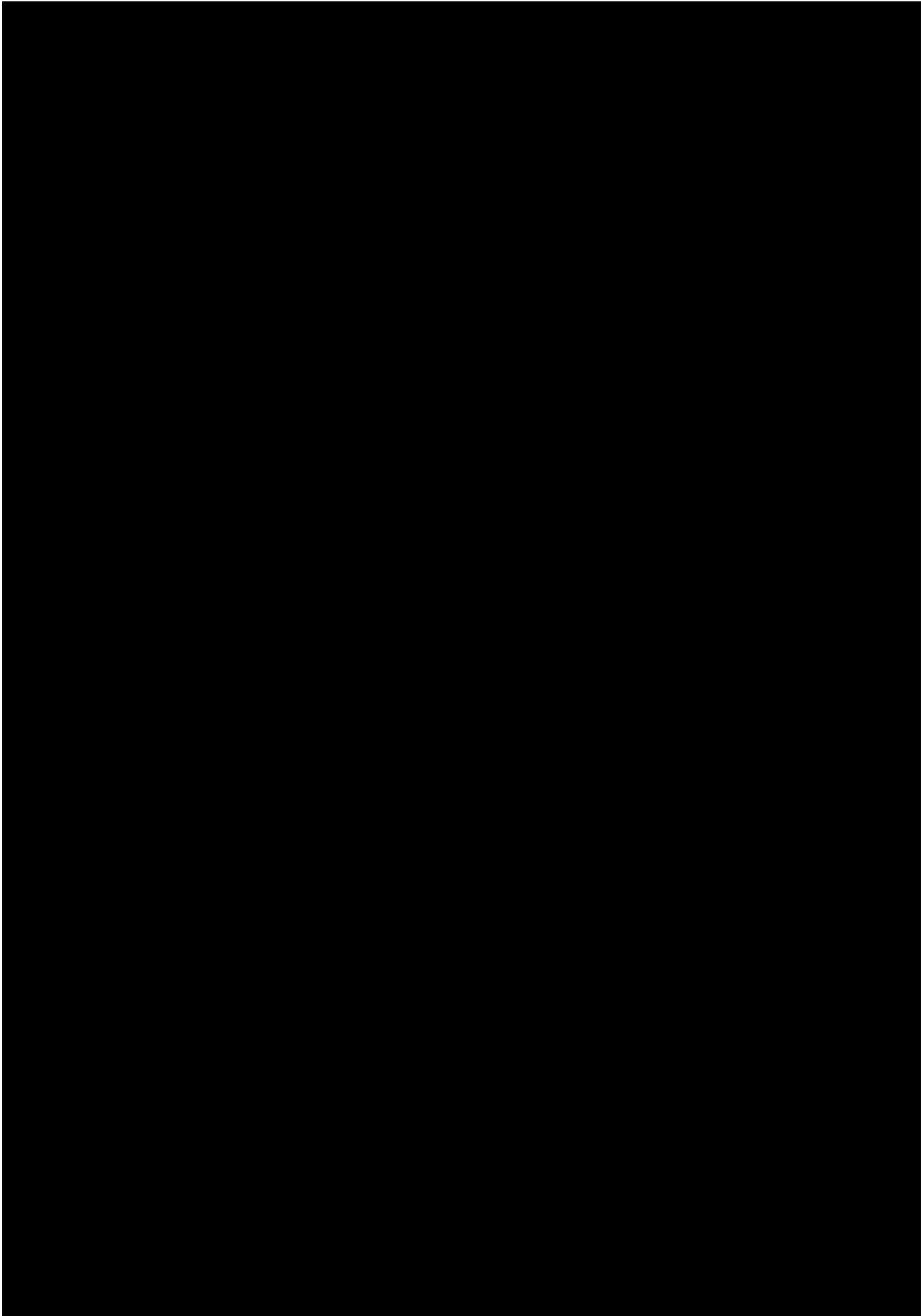


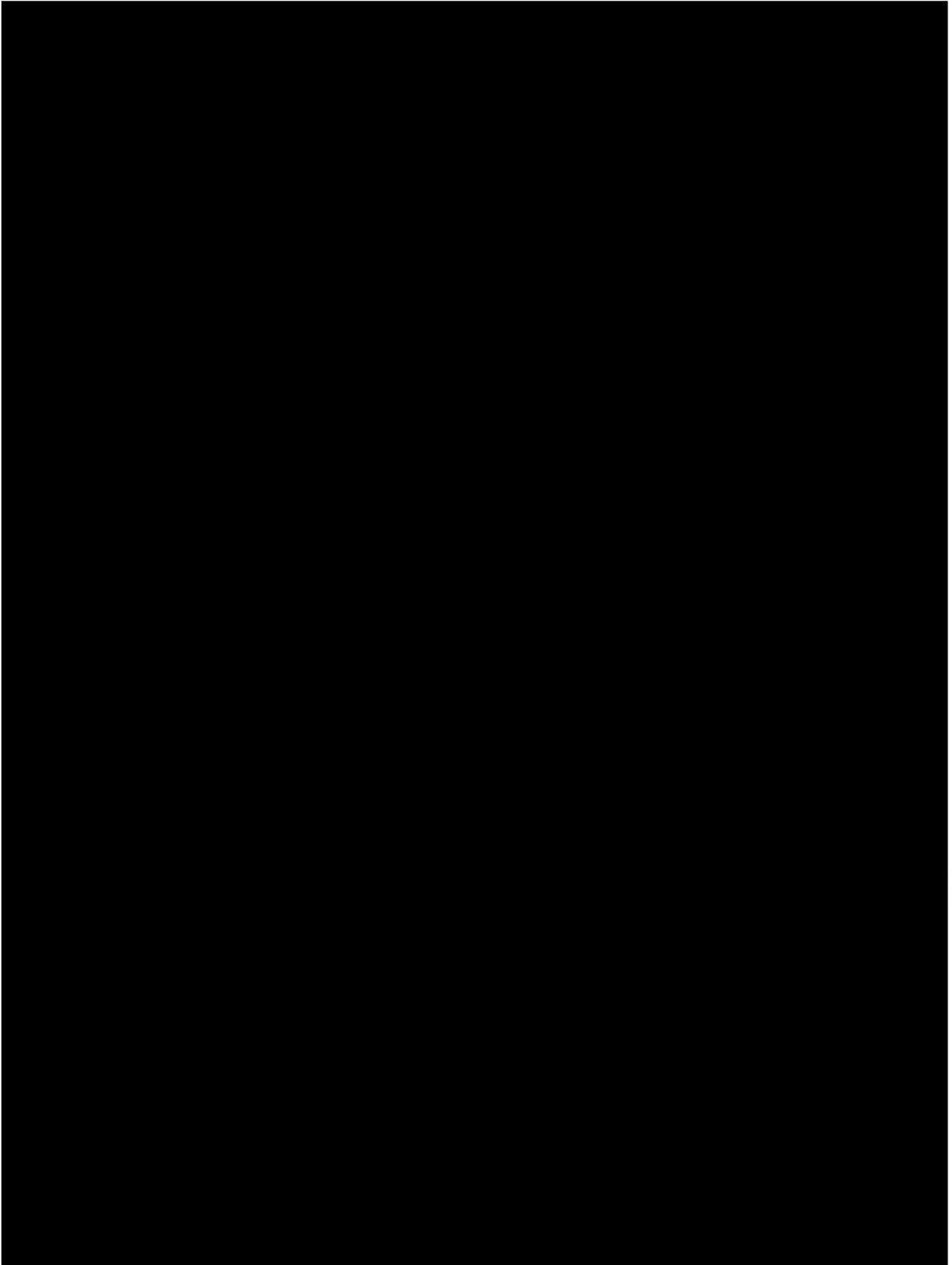


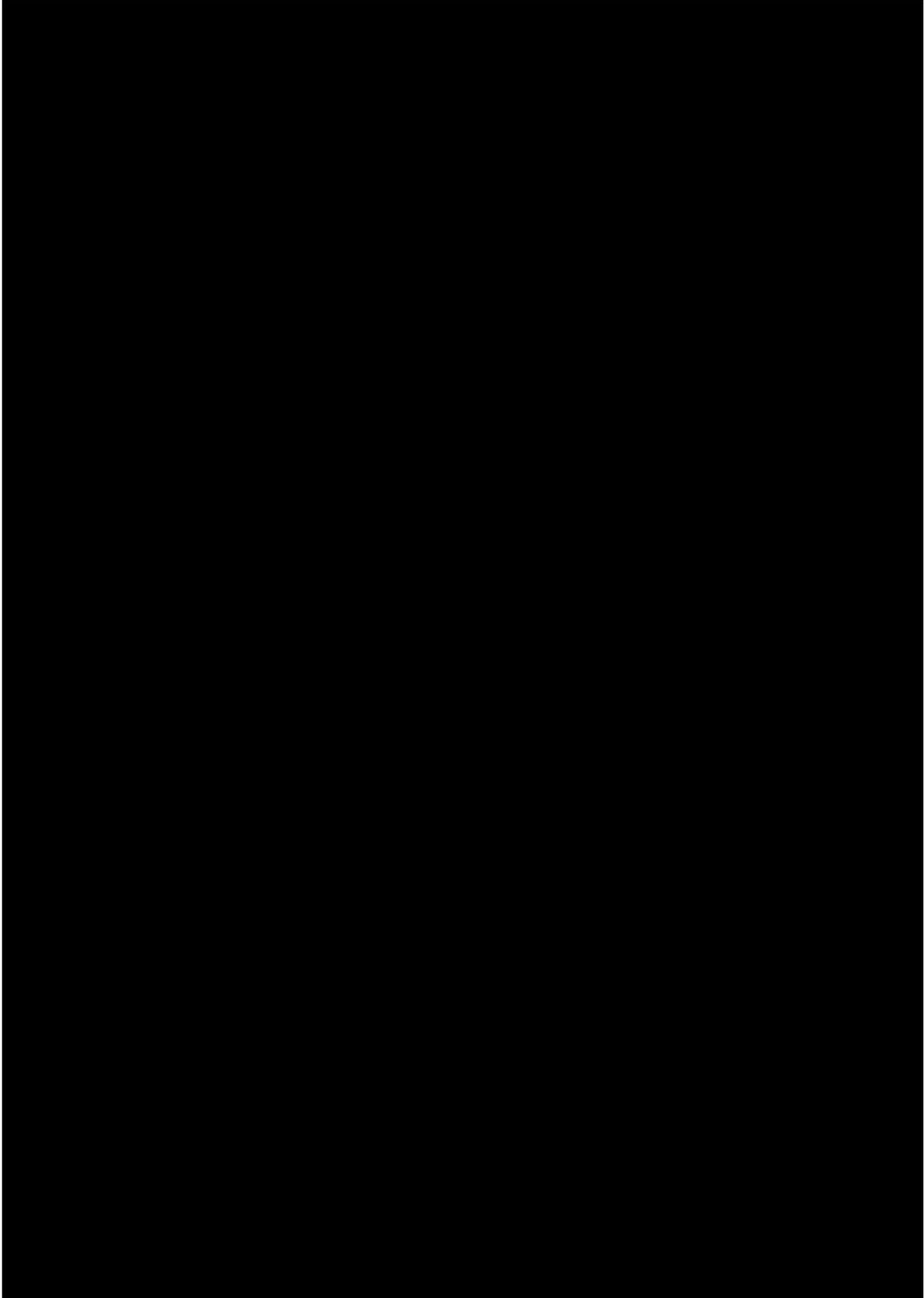


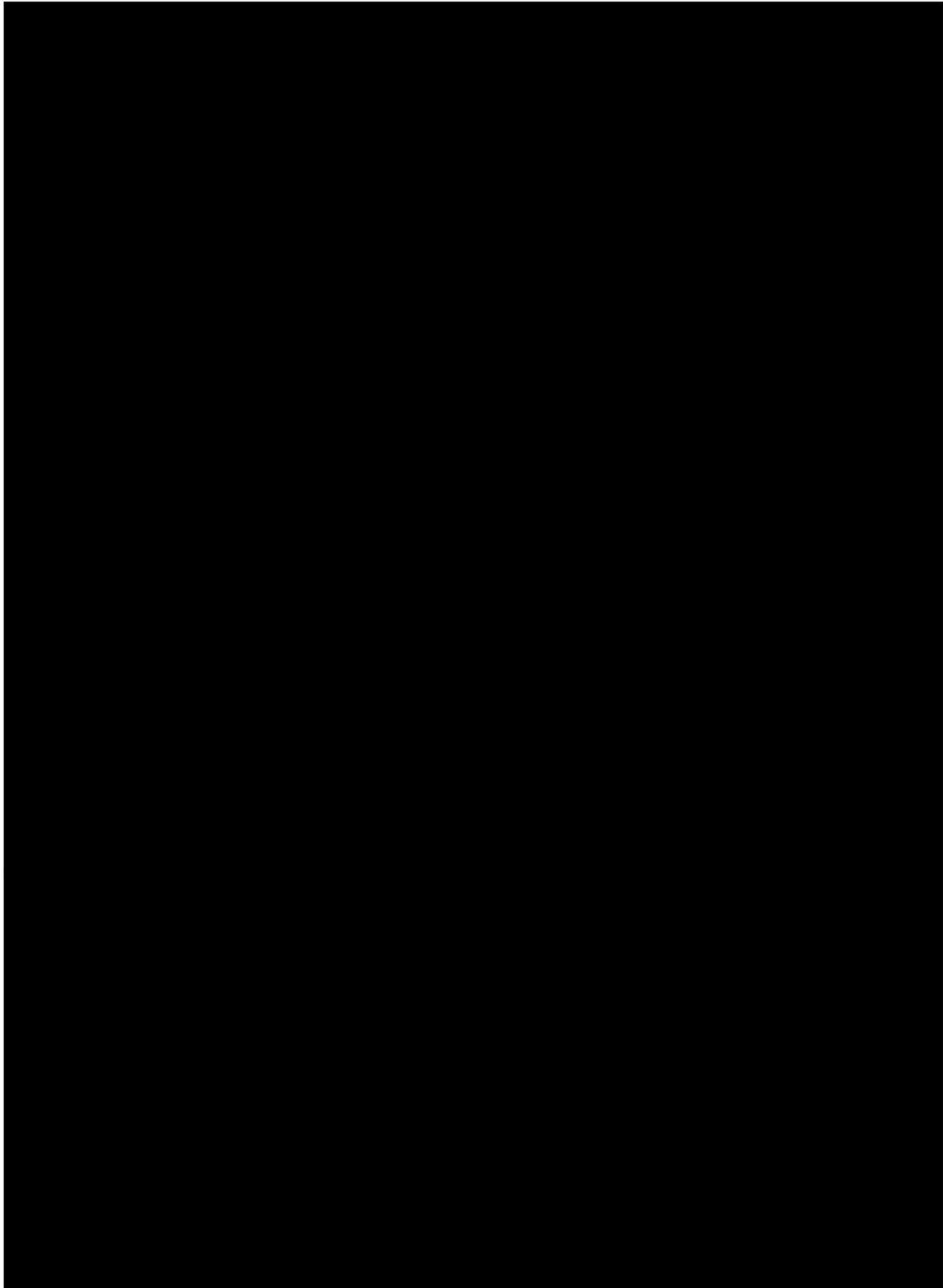


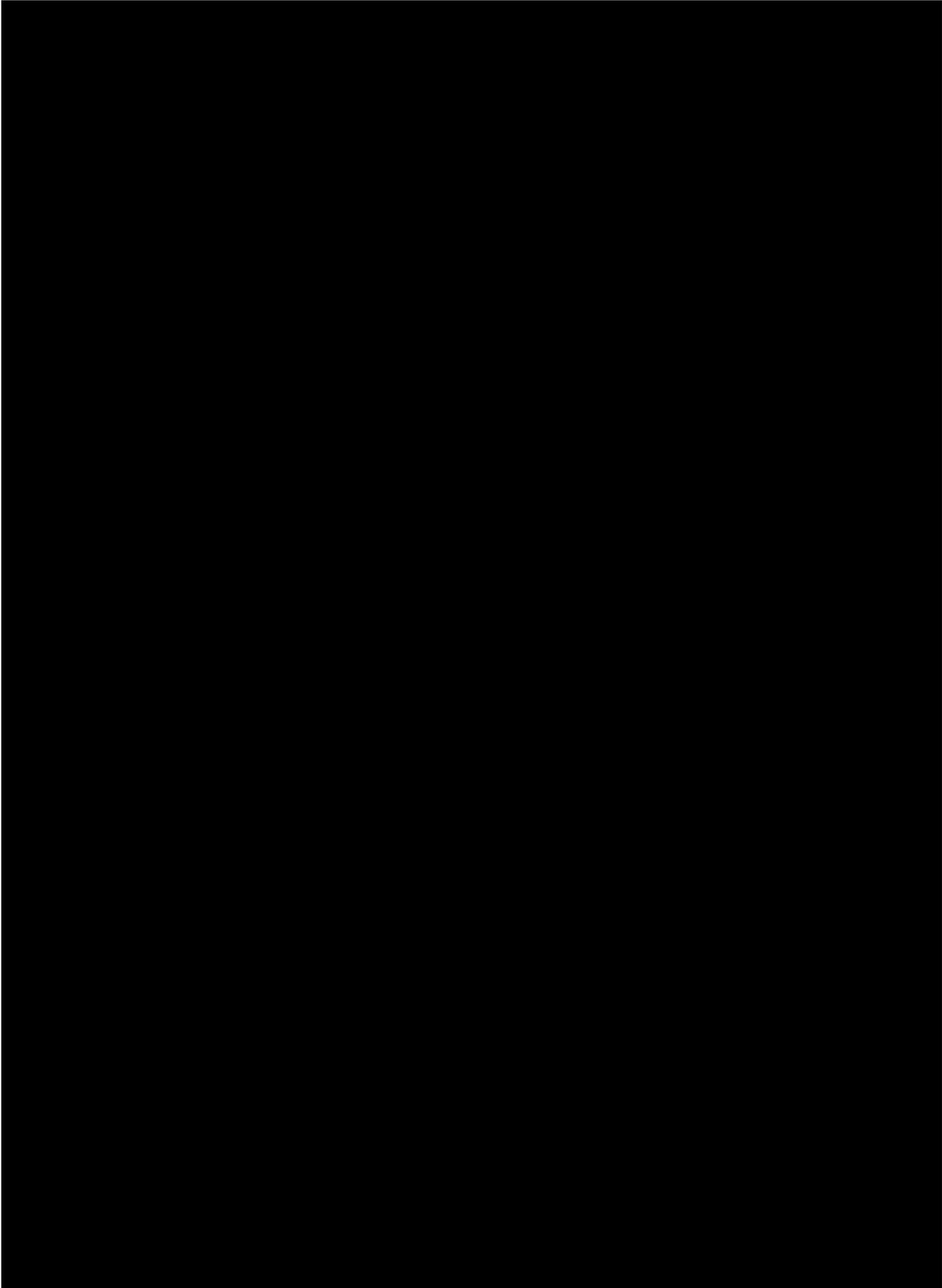


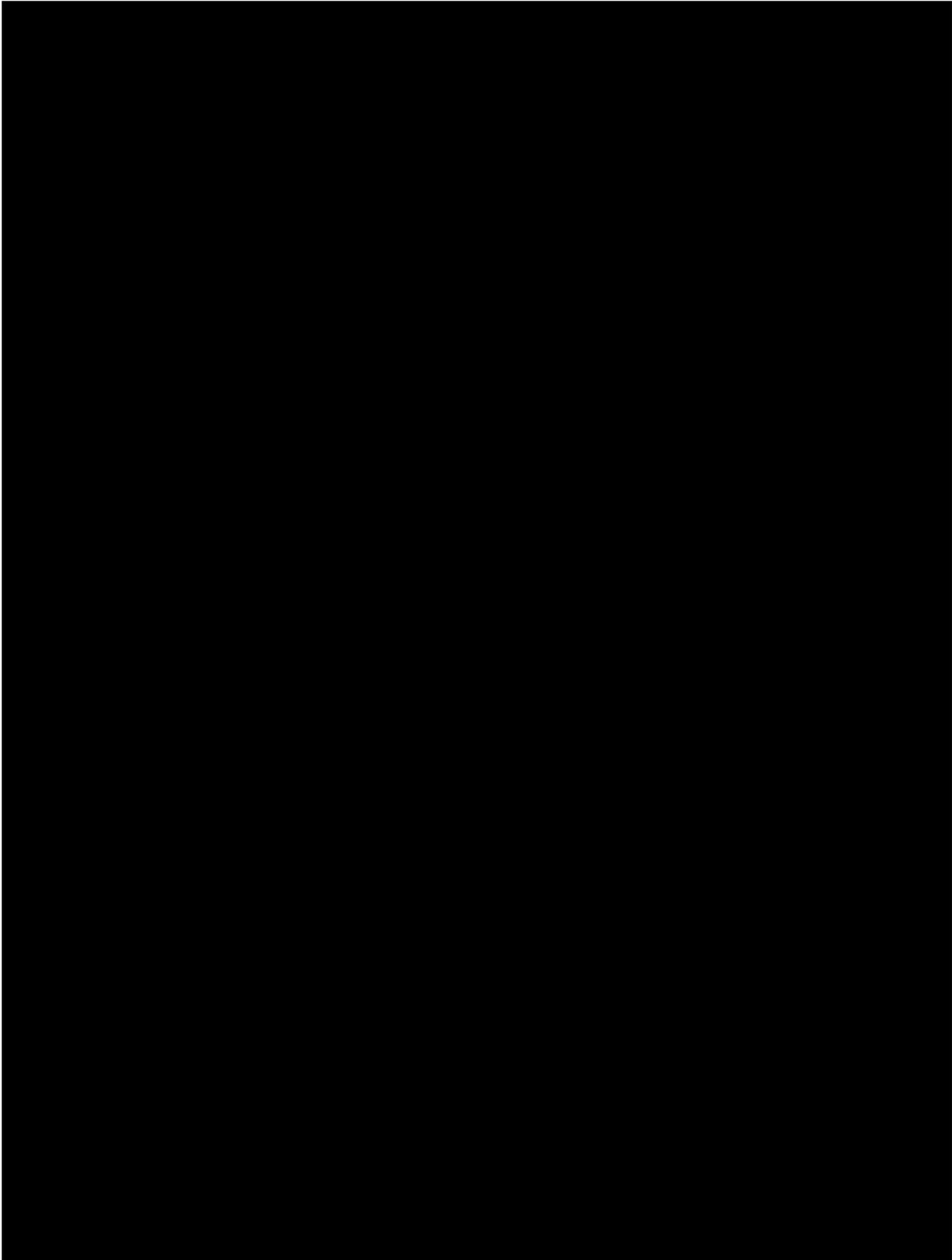


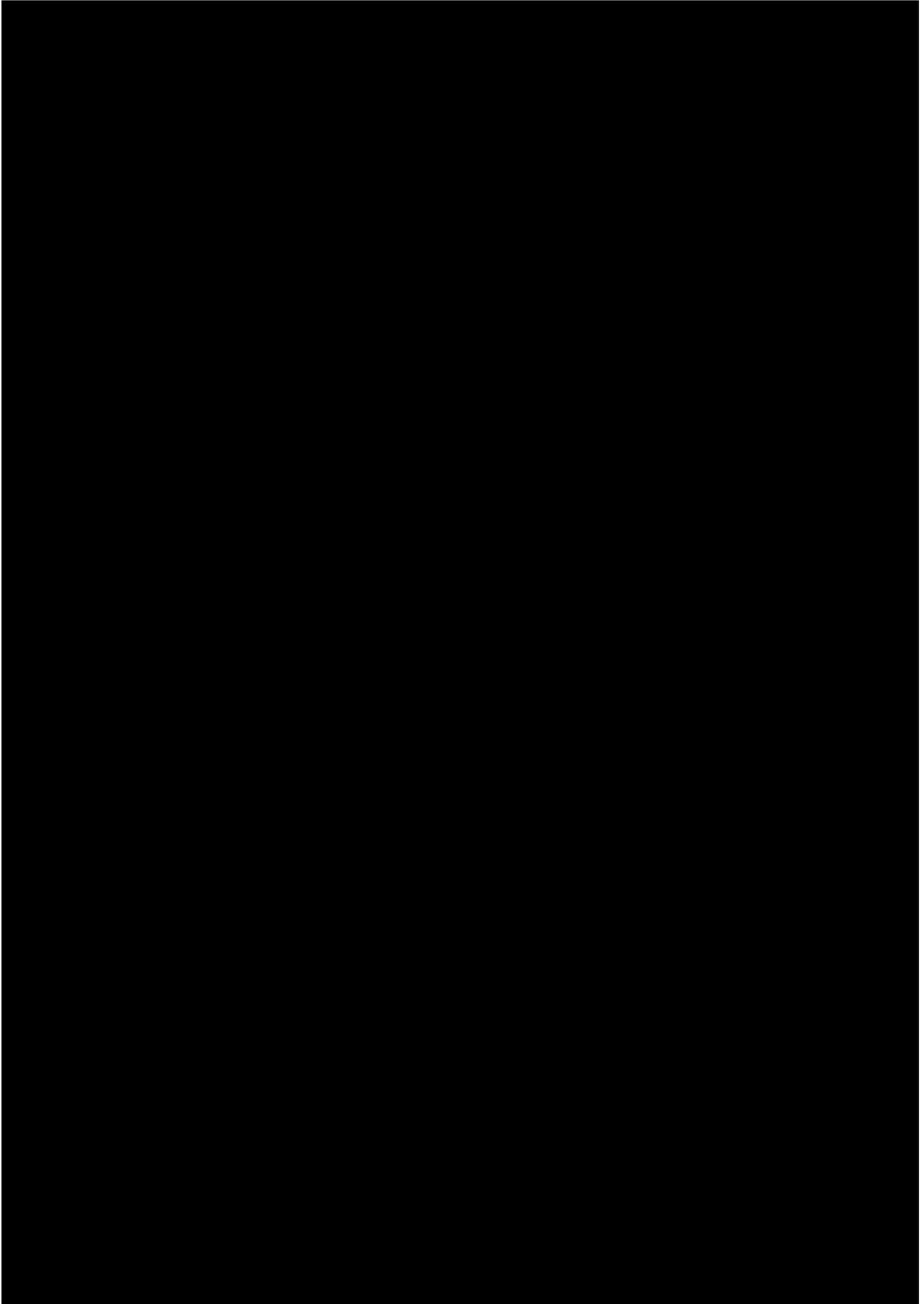


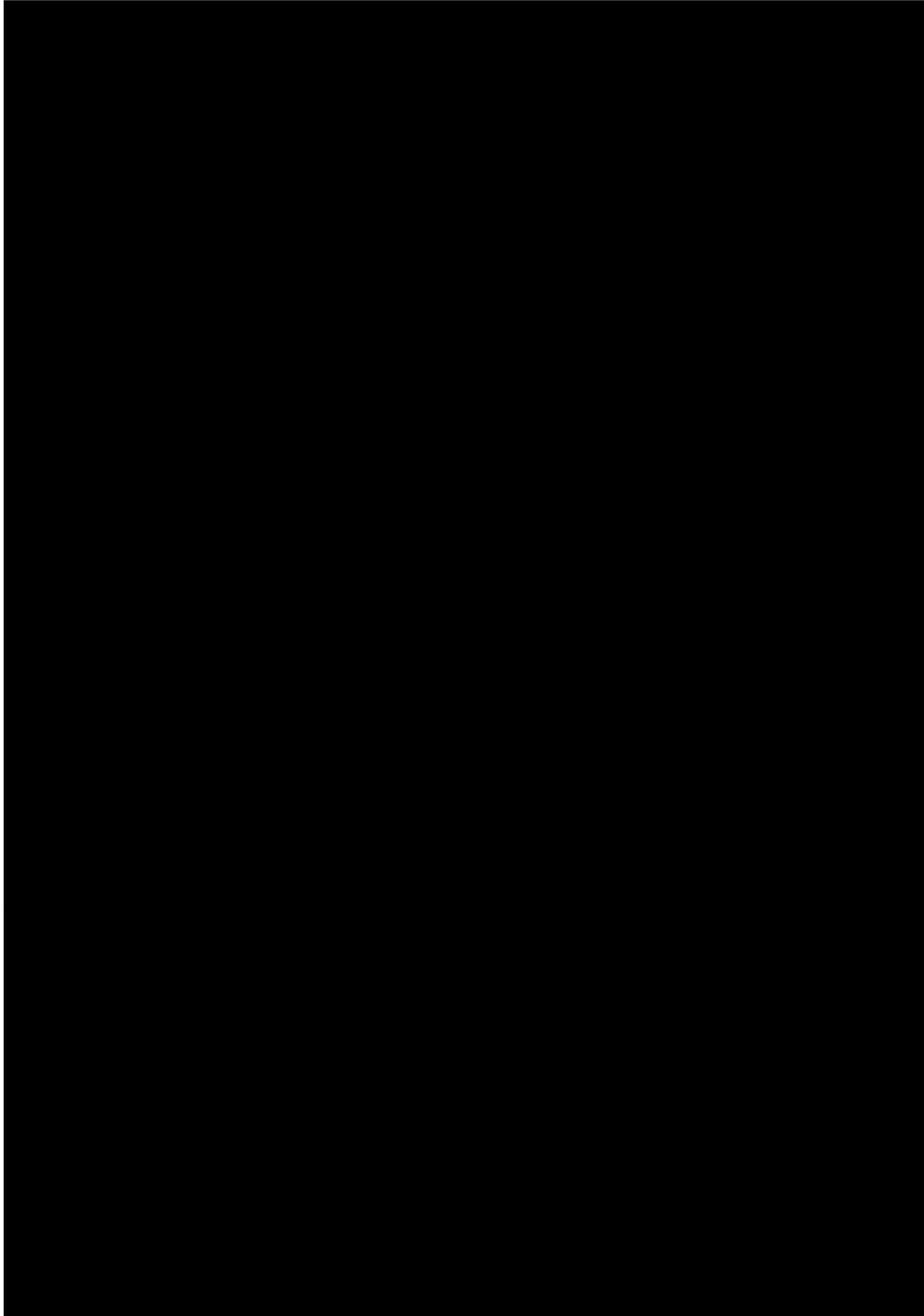


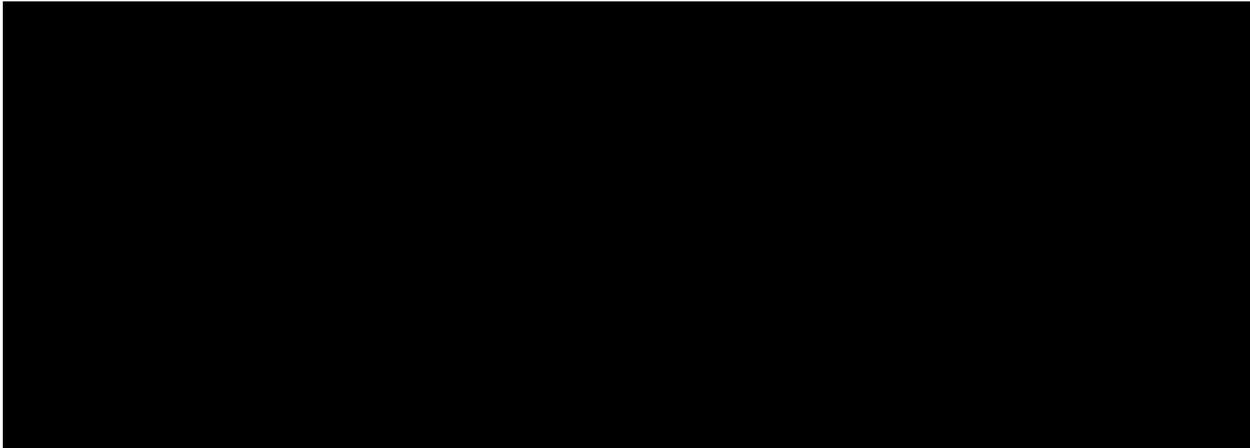








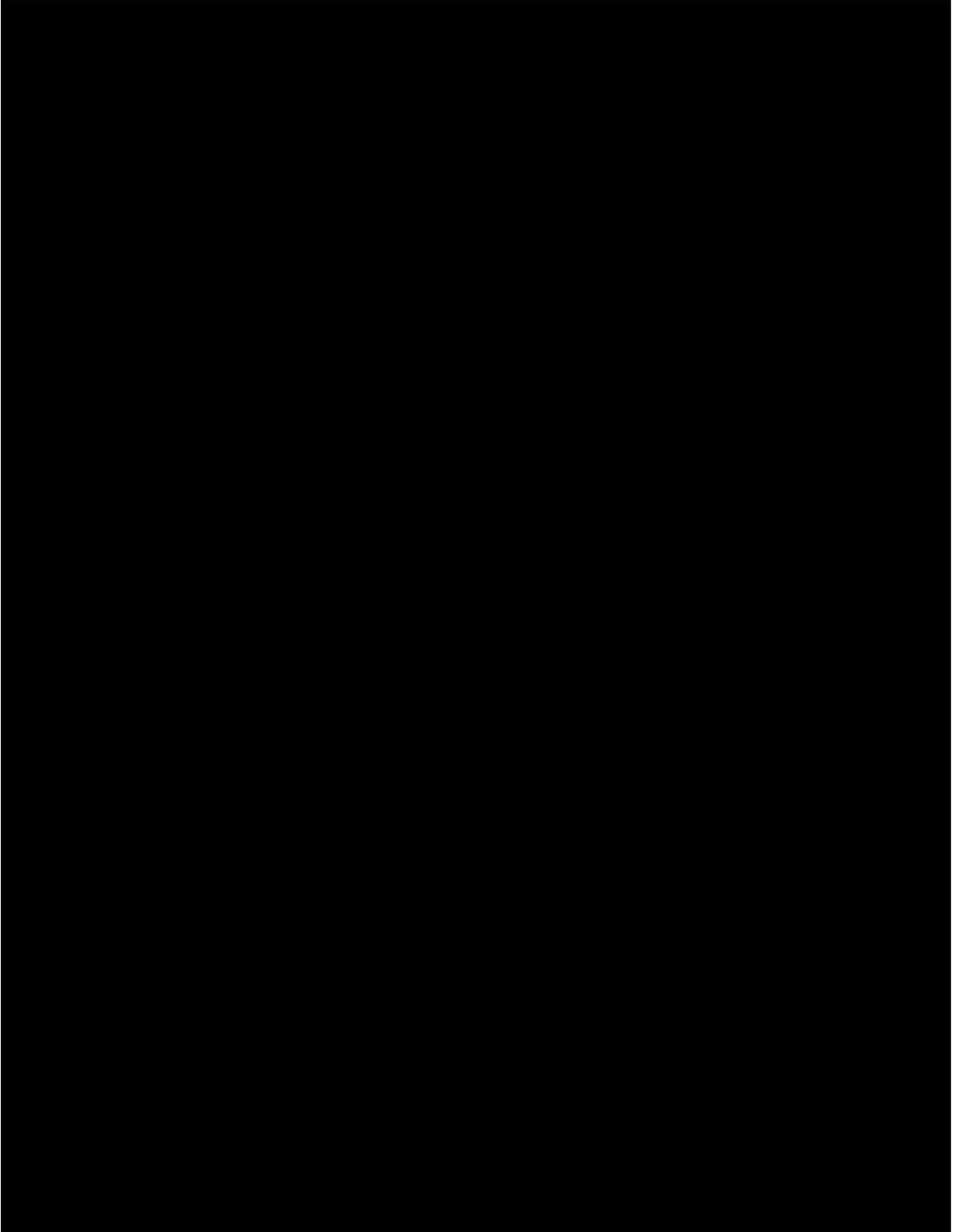


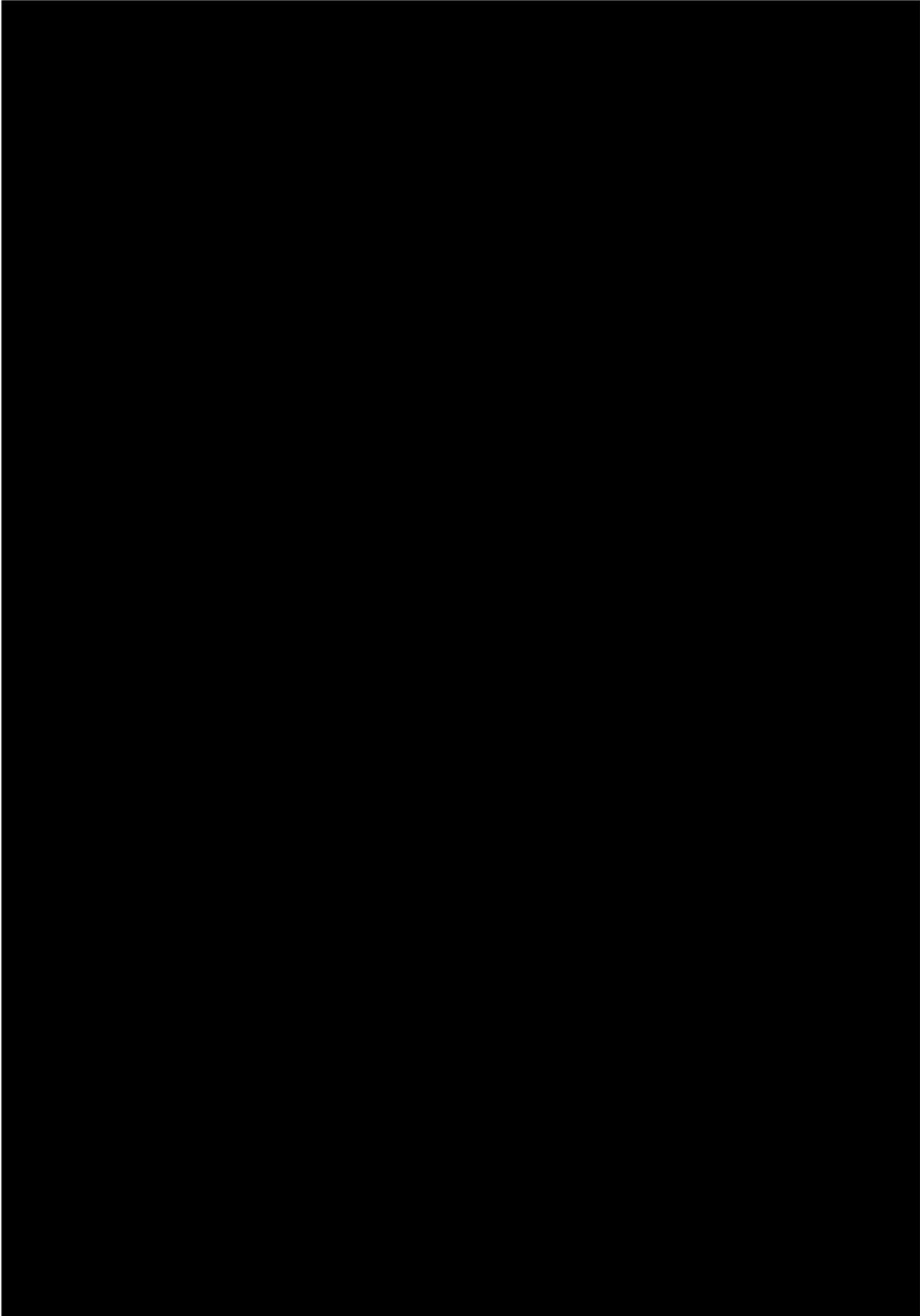


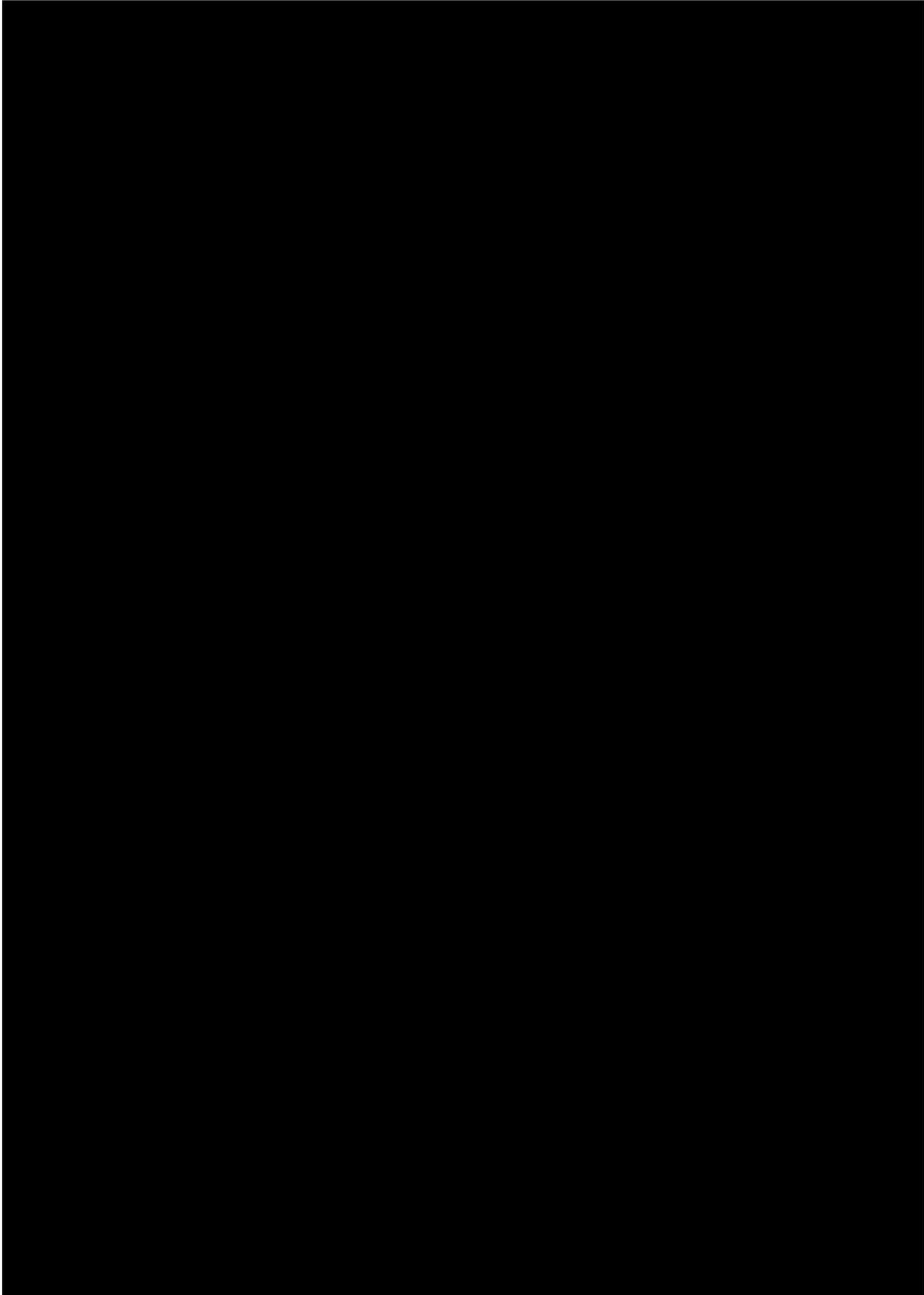
SCHEDULE C3. – PS CONTRACTOR'S TENDER DESIGN

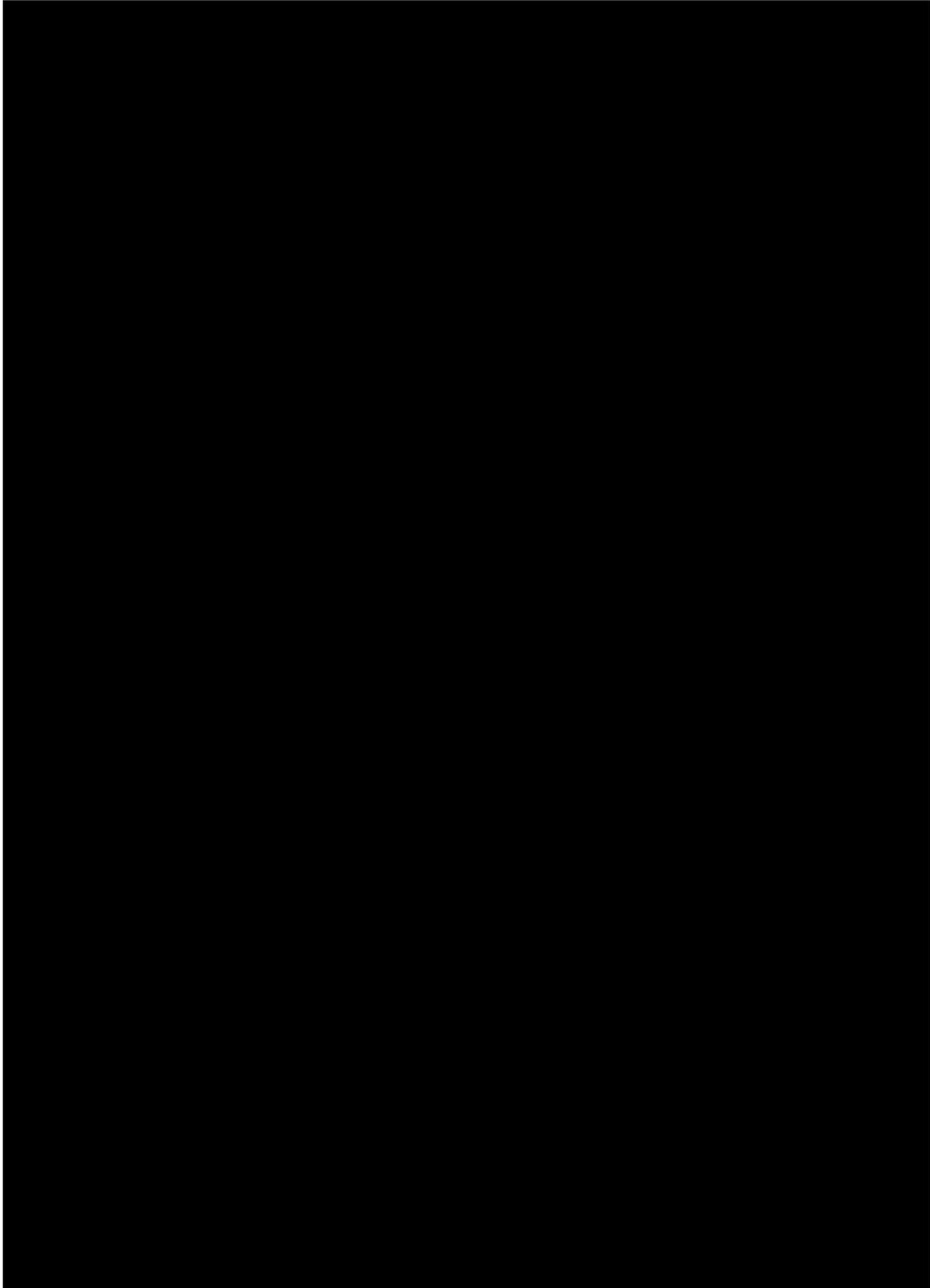
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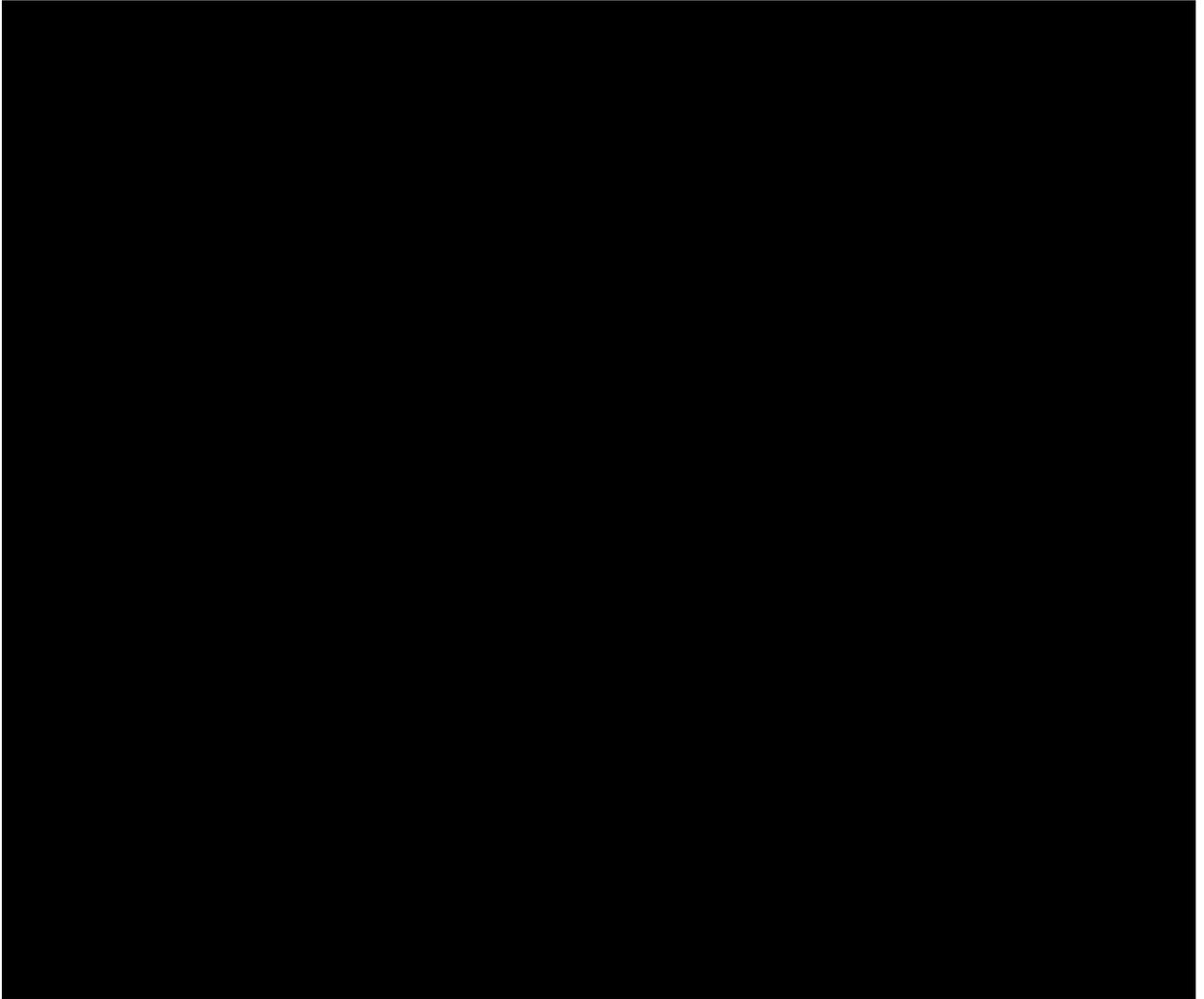
This Schedule C3 lists the documents that comprise the PS Contractor's Tender Design, which are included in Schedule F1 (*Electronic files*).





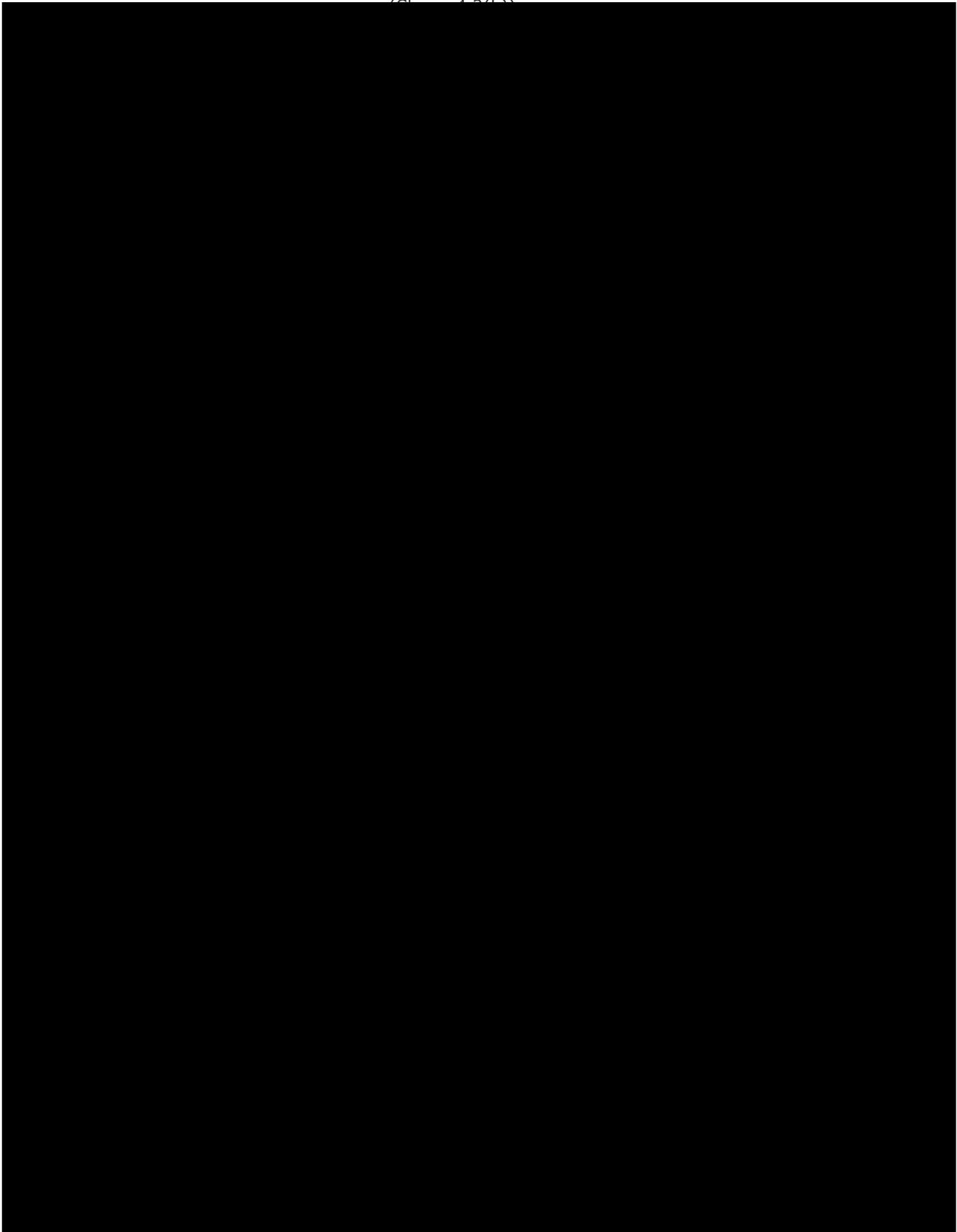


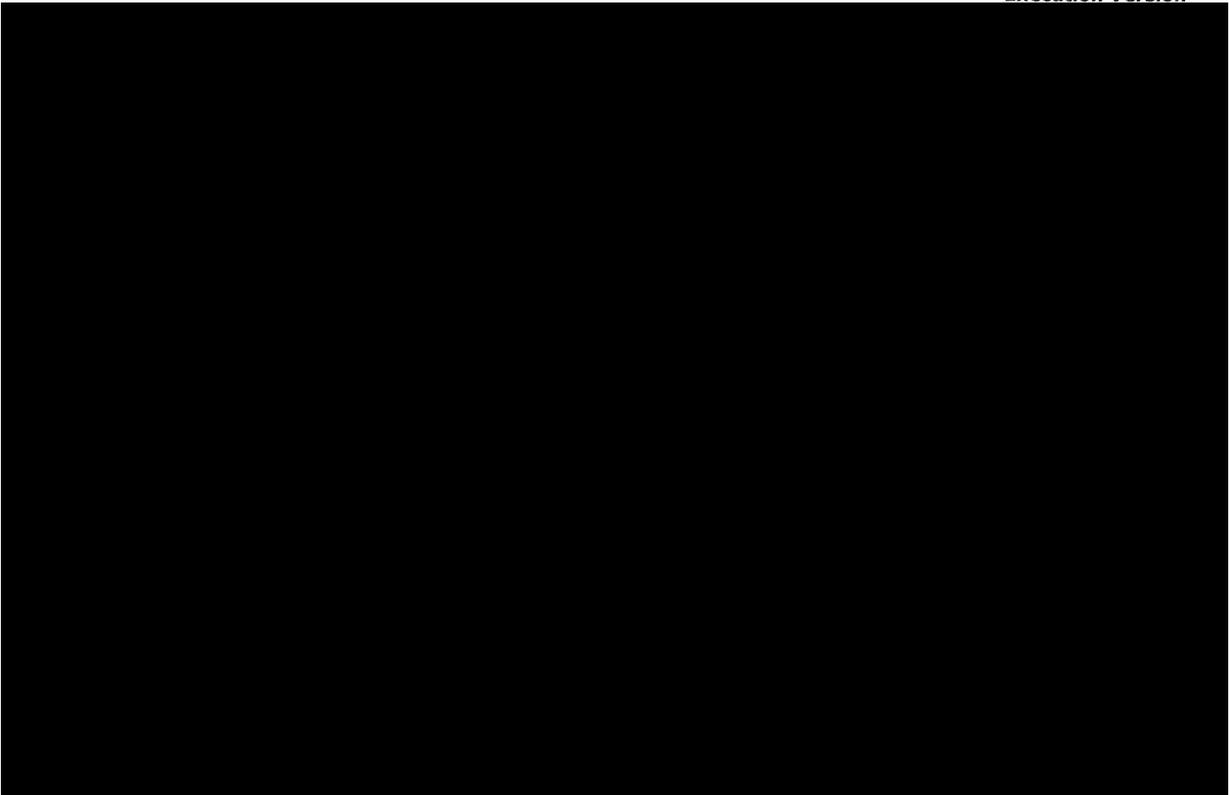




SCHEDULE C4. – PS CONTRACTOR'S TENDER DESIGN DEVELOPMENT

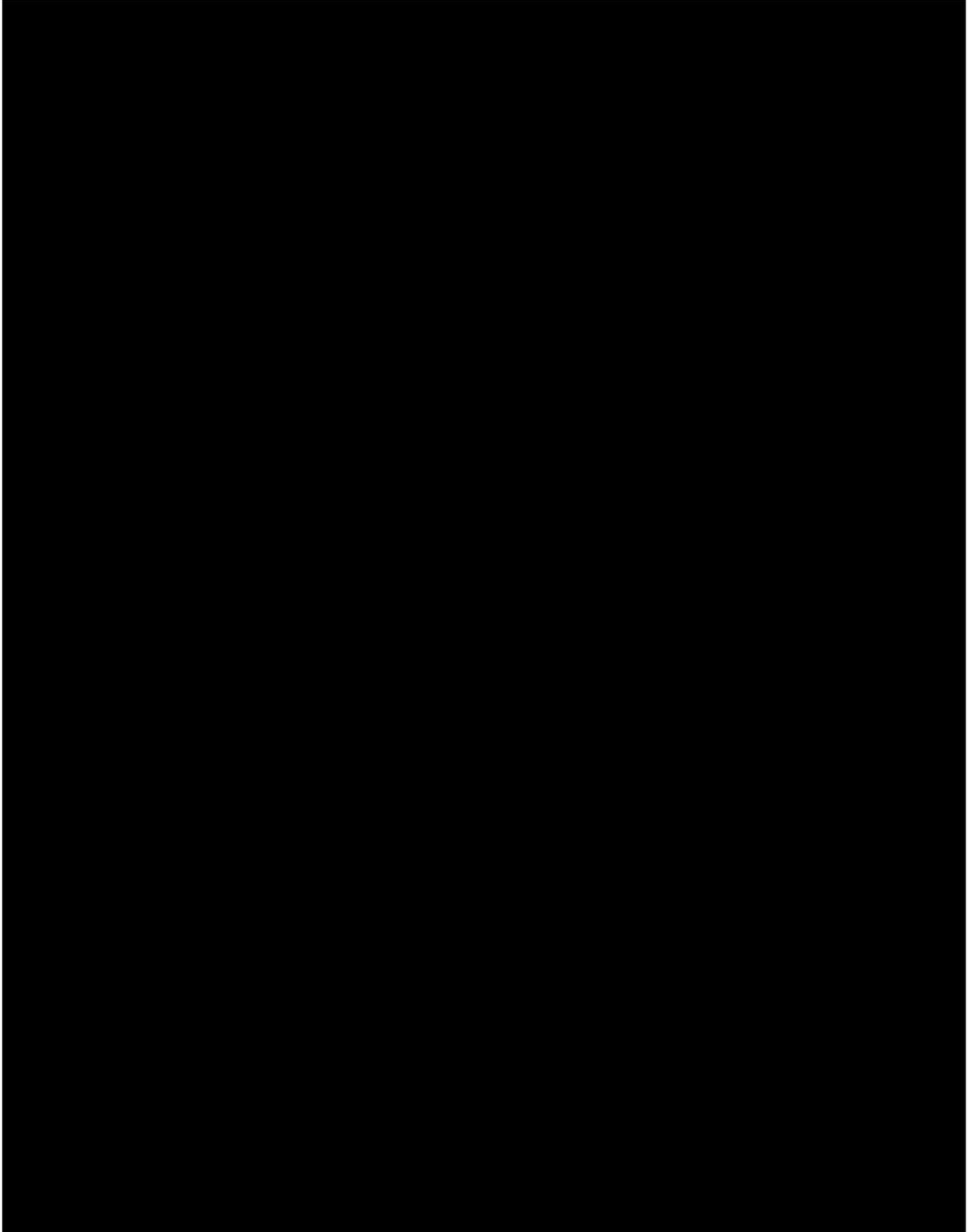
(Classified under 1.3(1))





**SCHEDULE C5. – DESIGN DOCUMENTATION TO BE REVIEWED BY THE
INDEPENDENT CERTIFIER AT DESIGN STAGE 2**

(Clause 4.5(b))



SCHEDULE D1. – SITE ACCESS SCHEDULE

(Schedule A2 and clause 9)

1. OVERVIEW AND SCOPE**1.1 General**

- (a) This Schedule D1 identifies:
- (i) the Project Site forming the Construction Site;
 - (ii) the Early Site Access Date, Site Access Date, and Site Access Expiry Date for each part of the Construction Site;
 - (iii) the restrictions upon access, possession and use that will apply to the PS Contractor's access to or use of each part of the Construction Site; and
 - (iv) the restrictions on the type of Project Works or Temporary Works that may be constructed on each part of the Construction Site.
- (b) This Schedule D1 is subject to the requirements of:
- (i) this deed; and
 - (ii) any other document or condition referred to in this Schedule D1 (including in the "Restrictions upon access, possession and use" column of the table contained in section 3 this Schedule D1).

1.2 References

In this Schedule D1, a reference to:

- (a) an **Area** is a reference to an area of land depicted in the Construction Site Drawings with an individual Area reference (e.g. Area 'A4');
- (b) **Construction Site Drawings** is a reference to the drawings described in Table 1 of section 2.1 of this Schedule D1;
- (c) **Lot [No.] DP [No.]** are references to land contained in the lots and deposited plans (DPs) registered with LRS as at the date of this deed under the *Real Property Act 1900* (NSW); and
- (d) **Lot [No.] in Draft DP [No.]** is a reference to the area contained in the lot so numbered in the unregistered plan so numbered in Table 2 of section 2.1 of this Schedule D1.

2. CONSTRUCTION SITE – DRAWINGS**2.1 Drawings and Unregistered Plans of Acquisition**

- (a) This Schedule D1 contains the drawings identified in Table 1 of this section 2.1 and the Unregistered Plans of Acquisition identified in Table 2 of this section 2.1, which are included in Schedule F1 as electronic files.

Table 1 Drawings

Drawing number	Revision	Drawing title (number of sheets)	Electronic reference	file
N/A	N/A	N/A	N/A	

Table 2 Unregistered Plans of Acquisition

Draft DP No.	Plan number	Drawing title (number of sheets)	Electronic reference	file
1232510	PPN DP 1232510 Sheet 1 of 9	Plan of Acquisition for Railway Purpose	PR124856-15	

2.2 Explanation of Tables 3 and 4

(a) Table 3 in this Schedule D1 comprises 6 columns as follows:

- (i) "Area of Construction Site" specifies the specific parcel of land within the Construction Site;
- (ii) "Early Site Access Date" is the earliest date on which, if the Principal's Representative gives the PS Contractor a notice under clause 9.2(d), the Construction Licence in respect of the land referred to in the corresponding "Area of Construction Site" column may commence, and must be read in conjunction with the corresponding "Site Access Expiry Date" and "Restrictions upon access, possession and use" columns;
- (iii) "Site Access Date" is the date on which the Principal must give the PS Contractor access to the land referred to in the corresponding "Area of Construction Site" column, and must be read in conjunction with the corresponding "Site Access Expiry Date" and "Restrictions upon access, possession and use" columns;
- (iv) "Site Access Expiry Date" is the date on which the Principal is no longer required to give the PS Contractor access to the land referred to in the corresponding "Area of Construction Site" column;
- (v) "Restrictions upon access, possession and use" either:
 - (A) contains a cross reference to a document; or
 - (B) specifies terms and conditions,
 with which the PS Contractor must comply in accessing or occupying the land referred to in the corresponding "Area of Construction Site" column; and
- (vi) "Restrictions on type of work" are the restrictions on the type of work that may be carried out by the PS Contractor on the land referred to in the corresponding "Area of Construction Site" column.

2.3 General terms and restrictions upon access

The "Restrictions upon access, possession and use" columns of Table 3 in this Schedule D1 do not limit the PS Contractor's obligations to comply with this deed (including the SWTC) or the Project Plans.

2.4 Boundaries

- (a) Subject to section 2.4(b) of this Schedule D1, each Area in the Construction Site Drawings contains the land enclosed by the plan area represented for that Area in the Construction Site Drawings.
- (b) Areas in the Construction Site Drawings are unrestricted in height and depth above and below the plan area represented in the Construction Site Drawings, unless a limit is specified in the Construction Site Drawings or this Schedule D1.
- (c) Where boundaries of the Construction Site are identified as curved in the Construction Site Drawings, the boundary is defined by the schedule of curved boundaries included in the Construction Site Drawings.

3. PROJECT SITE FORMING PART OF THE CONSTRUCTION SITE

Table 3 Project Site

No	Area of Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Restrictions upon access, possession and use	Restrictions on type of work
1.	<p>North Site</p> <p>Lot 20 in Pre-allocated Plan Deposited Plan 1255509, known as 175 Castlereagh Street, Sydney, 40 Park Street, Sydney, 42 Park Street, Sydney, 44 Park Street, Sydney, 46 Park Street, Sydney, 48 Park Street, Sydney, 252-254 Pitt Street, Sydney and 256 Pitt Street, Sydney</p>				N/A	N/A
2.	<p>South Site</p> <p>Lot 10 in Pre-allocated Plan Deposited Plan 1255507, known as 125-129 Bathurst Street, Sydney, 131-135 Bathurst Street, Sydney, 300 Pitt Street, Sydney and 302 Pitt Street, Sydney</p>				N/A	N/A

No	Area of Construction Site	Early Site Access Date	Site Access Date	Site Access Expiry Date	Restrictions upon access, possession and use	Restrictions on type of work
3.	Connecting Station Site Lot 153 in Deposited Plan 1232510				N/A	N/A

SCHEDULE D2. – REQUIREMENTS OF APPROVALS

(Schedule A2 and clause 7.4(c))

1. REQUIREMENTS OF APPROVALS

1.1 Environmental Representative

- (a) **(Engagement)** The Principal will engage the Environmental Representative as required by the Planning Approval.
- (b) **(Independence and functions)** The PS Contractor acknowledges that the Environmental Representative:
 - (i) is independent of the parties;
 - (ii) is required to discharge certain functions as identified in the Planning Approval;
 - (iii) is required to oversee the implementation of all Environmental Management Plans and monitoring programs required under the Planning Approval and shall advise the Principal upon achievement of the outcomes contemplated in the Planning Approval; and
 - (iv) is required to advise the Principal and the Principal's Representative on the PS Contractor's compliance with the Planning Approval.
- (c) **(Provisions of information)** The PS Contractor must co-operate with the Environmental Representative and provide the Environmental Representative with:
 - (i) all information and documents (including licences and approvals relating to environmental performance and environmental impacts); and
 - (ii) allow the Environmental Representative to attend meetings and access all premises (including all places at which the PS Contractor's Activities are being undertaken), all as may be:
 - (A) necessary or reasonably required for the Environmental Representative to perform its functions in connection with this deed; or
 - (B) lawfully requested by the Environmental Representative or directed by the Principal's Representative.
- (d) **(No interference)** The PS Contractor must:
 - (i) comply with the lawful requirements of the Environmental Representative; and
 - (ii) not interfere with or improperly influence the Environmental Representative in the performance of any of its functions in connection with this deed.
- (e) **(No Claim)** Nothing that the Environmental Representative does or fails to do pursuant to the purported exercise of its functions in connection with this deed will give rise to any Liability from the Principal to the PS Contractor.

1.2 **Independent Property Impact Assessment Panel**

- (a) **(IPIAP)** The PS Contractor acknowledges that the Principal has established an Independent Property Impact Assessment Panel for Sydney Metro City & Southwest in accordance with the requirements of the Project Planning Approval (Chatswood to Sydenham).
- (b) **(Cooperate)** The PS Contractor must (at its cost):
 - (i) cooperate with the Independent Property Impact Assessment Panel and provide the Independent Property Impact Assessment Panel with any assistance, information or documentation that the Independent Property Impact Assessment Panel may reasonably require in order to carry out its functions;
 - (ii) permit the Independent Property Impact Assessment Panel to access the Construction Site and inspect the PS Contractor's Activities provided that the PS Contractor is given reasonable prior written notice and the members of the Independent Property Impact Assessment Panel comply with the PS Contractor's reasonable work health and safety procedures; and
 - (iii) attend any meeting of the Independent Property Impact Assessment Panel that it is requested to attend by the Principal's Representative or the chairperson of the Independent Property Impact Assessment Panel provided that the PS Contractor is given reasonable prior written notice of any such meeting.

1.3 **Community relations**

The PS Contractor:

- (a) **(acknowledgement)** acknowledges that:
 - (i) the areas where the Project Works are being carried out are of great importance to many people, including local residents and businesses; and
 - (ii) the Principal will retain a key role in the management of community relations activities for the Project; and
- (b) **(participation)** must manage and participate in all community relations and involvement programs and activities as:
 - (i) required by this deed (including Appendix F5 of the SWTC);
 - (ii) as required by any relevant Approval or Authority;
 - (iii) contained in the Community Communications Strategy; or
 - (iv) reasonably required by the Principal from time to time.

SCHEDULE D3. – APPROVALS AND PLANNING APPROVAL CONDITIONS

(Schedule A2 and clause 7.4)

1. APPROVALS TO BE OBTAINED BY THE PRINCIPAL

1.1 Existing Approvals

The Project Planning Approval (Chatswood to Sydenham).

1.2 Future Approvals to be obtained by the Principal

None.

2. OBLIGATIONS IN RESPECT OF THE PLANNING APPROVAL

- (a) The PS Contractor must, in performing the PS Contractor's Activities, comply with all of the obligations, conditions and requirements of the Planning Approval, as if it were the Principal, to the extent that they relate to the Project Works, the Temporary Works or the PS Contractor's Activities except to the extent that this Schedule D3 provides that the Principal will comply with the obligation, condition or requirement or this Schedule D3 limits the PS Contractor's obligation in respect of that obligation, condition or requirement;
- (b) Nothing specified in this Schedule D3 as being the responsibility of the Principal will relieve the Contractor from complying with any obligation set out elsewhere in the deed.

3. THE PRINCIPAL'S OBLIGATIONS IN RESPECT OF PROJECT PLANNING APPROVAL (CHATSWOOD TO SYDENHAM)

- (a) Terms which have a defined meaning in the Project Planning Approval (Chatswood to Sydenham) have the same meaning where used in this section 3.
- (b) In relation to the conditions in schedule 2 of the Project Planning Approval (Chatswood to Sydenham) the Principal will:
 - (i) be responsible for A1.1;
 - (ii) be responsible for A4;
 - (iii) in relation to A7, submit the information provided by the PS Contractor, to the Secretary. The PS Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal;
 - (iv) in relation to A9, submit the information provided by the PS Contractor, to the Secretary. The PS Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal;
 - (v) be responsible for A10;
 - (vi) be responsible for A12 to A15, except that:
 - (A) the PS Contractor must inform the Principal if staging of deliverables is required in addition to that identified in the Staging Report; and

- (B) the PS Contractor must carry out the PS Contractor's Activities in accordance with the Staging Report;
- (vii) be responsible for A21;
- (viii) in relation to A22, engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced Environmental Representative (ER). The Principal will be the single point of contact with the Secretary and will provide the PS Contractor with the date the submission for approval is made, or notify the PS Contractor of any other timeframe relevant to this condition;
- (ix) in relation to A23, the Principal will notify the PS Contractor when the approval of the Secretary is given;
- (x) be responsible for A24, except that the PS Contractor must:
 - (A) provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities that could relate to the approved ER's functions and obligations under condition A24; and
 - (B) facilitate any actions necessary for the ER to carry out its functions and obligations under condition A24;
- (xi) in relation to A25, engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced Acoustics Adviser (AA) and additional suitably qualified and experienced persons to assist the lead AA. The Principal will be the single point of contact with the Secretary and will provide the PS Contractor with the date the submission for approval is made, or notify the PS Contractor of any other timeframe relevant to this condition;
- (xii) in relation to A26, notify the PS Contractor when the approval of the Secretary is given;
- (xiii) be responsible for A27, except that the PS Contractor must:
 - (A) provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities that could relate to the approved AA's functions and obligations under condition A27; and
 - (A) facilitate any actions necessary for the AA to carry out its functions and obligations under condition A27;
- (xiv) be responsible for A28;
- (xv) be responsible for A29. The Principal will notify the PS Contractor of the date of submission to the Secretary and if there is any other timeframe agreed with the Secretary relevant to the Project Works and the PS Contractor's Activities;
- (xvi) be responsible for A30, except that the PS Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the PS Contractor's Activities to enable the Principal to comply with this condition; and
 - (B) participate in any activities necessary under the Compliance Tracking Program;

- (xvii) be responsible for A31, except that the PS Contractor must provide the Principal with all the information, documents, details and data relating to the PS Contractor's Activities to enable the Principal to comply with A31. The Principal will be the single point of contact with the Secretary and notify the PS Contractor any other timeframe relevant to this condition agreed with the Secretary;
- (xviii) be responsible for A32, except that the PS Contractor must provide the Principal with all the available information, documents, details and data relating to the PS Contractor's Activities that support the required compliance reporting under the Pre-Construction Compliance Report;
- (xix) be responsible for A33, except that the PS Contractor must provide the Principal with all the available information, documents, details and data relating to the PS Contractor's Activities that support the required compliance reporting under the Pre-Construction Compliance Report;
- (xx) be responsible for A34, except that the PS Contractor must provide the Principal with all the information, documents, details and data relating to the PS Contractor's Activities to enable the Principal to comply with this condition;
- (xxi) be responsible for A35, except that the PS Contractor must provide the Principal with all the available information, documents, details and data relating to the PS Contractor's Activities necessary to support the Principal's preparation of the "Pre-Operation Compliance Reports";
- (xxii) be responsible for A36;
- (xxiii) be responsible for A37, A39 and A40, except that the PS Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the PS Contractor's Activities to enable the Principal to comply with conditions A37 to A40;
 - (B) participate in any activities necessary under the Environmental Audit Program; and
 - (C) provide reasonable assistance required to enable the independent environmental audits to be carried out.

The Principal will submit the Environmental Audit Program to the Secretary and advise the PS Contractor of the date of submission or any other timeframe relevant to conditions A37, A39 and A40;

- (xxiv) be responsible for A41 to A44, except that the PS Contractor must immediately advise the Principal of any incident requiring notification, promptly provide the Principal with all the information, documents, details and data relating to the PS Contractor's Activities to enable the Principal to comply with these conditions;
- (xxv) be responsible for B1 to B4 to the extent that the Principal will prepare and submit for approval only an overarching Community Communication Strategy. The PS Contractor must prepare its own Community Communication Strategy in accordance with conditions B1 to B4 in relation to the PS Contractor's Activities consistent with the Principal's overarching Community Communication Strategy. The PS Contractor's Community Communication Strategy must be prepared within a sufficient timeframe for the Principal to review and submit the PS Contractor's Community

Communication Strategy to the Secretary for approval at least one month before the commencement of Construction (as defined in the Project Planning Approval (Chatswood to Sydenham)). The Principal will notify the PS Contractor when the Secretary approves the PS Contractor's Community Communication Strategy;

(xxvi) be responsible for B6 and B7, except that the PS Contractor must:

- (A) provide the Principal with all the information, documents, details and data relating to the PS Contractor's Activities that are required to prepare the "Complaints Management System" and maintain a complaints register; and
- (B) implement the "Complaints Management System";

(xxvii) be responsible for B8 to B12; except that PS Contractor must ensure that the telephone number, postal address and email address required under condition B9(a), (b) and (c) is placed on site hoarding at each construction site before commencement of Construction (as defined in the Project Planning Approval (Chatswood to Sydenham)) in accordance with condition B10;

(xxviii) be responsible for B13, except that except that the PS Contractor must:

- (A) provide the Principal and the Community Complaints Mediator with all information, documents, details and data relating to the PS Contractor's Activities in order for the Community Complaints Mediator to perform its function; and
- (B) co-operate with, and respond to the reasonable requirements of, the Community Complaints Mediator;

(xxix) be responsible for B14, except that the PS Contractor must provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities that are required to enable the Principal to comply with this condition;

(xxx) be responsible for B15, except that the PS Contractor must:

- (A) establish and maintain a new website, or dedicated pages within an existing website, and comply with condition B15 in relation to the PS existing website, and comply with B15 in relation to the PS Contractor's Activities;
- (B) agree with the Principal on the extent of documentation to be posted on the Contractor's website considering privacy and confidentiality in relation to information, documents, details and data provided by the Contractor;
- (C) comply with level AA accessibility requirements in the Web Content Accessibility Guidelines (WCAG 2.0); and
- (D) provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities that are required for the Principal to comply with condition B15;

(xxxi) in relation to C5, where an agency(ies) request(s) is not included the PS Contractor must provide the Principal with all information, documents,

details and data relating to the PS Contractor's Activities that are required to enable the Principal to provide the Secretary with justification as to why;

- (xxxii) be responsible for C6, except that the PS Contractor must provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities that are required to enable the Principal to comply with this condition;
- (xxxiii) in relation to C7, submit the endorsed CEMP to the Secretary. The Contractor must provide a copy of the CEMP, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition;
- (xxxiv) in relation to C8, notify the PS Contractor when the approval of the Secretary is given;
- (xxxv) in relation to C13, notify the PS Contractor of the date the Construction Monitoring Programs have been submitted to the Secretary. The PS Contractor must provide a copy of the Construction Monitoring Programs, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition;
- (xxxvi) in relation to C14, notify the PS Contractor when the approval of the Secretary is given for the Contractor's Construction Monitoring Programs;
- (xxxvii) in relation to C16, submit the Construction Monitoring Reports to the Secretary as required by this condition. The PS Contractor must provide copies of the Construction Monitoring Reports to the Principal in a timely manner to enable the Principal to comply with its retained obligation;
- (xxxviii) be responsible for D1 to D8;
- (xxxix) be responsible for D9, except that the PS Contractor must provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities that could relate to the approved "Ground-borne Noise Specialist's" functions and obligations under condition D9;
- (xl) be responsible for D10 to D14;
- (xli) be responsible for E1;
- (xlii) be responsible for E6, except that the PS Contractor must produce a Tree Report for trees impacted or removed by the PS Contractor's Activities and make provision for their replacement in accordance with Condition E6. The PS Contractor must provide the Tree Report to the Principal in a timely manner to enable the Principal to submit it to the Secretary in compliance with this condition;
- (xliii) be responsible for E7;
- (xliv) be responsible for E11 and E12;
- (xlv) be responsible for E13, except that the PS Contractor must provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities that are required to enable the Principal to comply with this condition;
- (xlvi) be responsible for E14 to E16;

- (xlvii) be responsible for E19. The PS Contractor must implement the procedure in relation to the Project Works and the PS Contractor's Activities;
- (xlviii) in relation to E20, make all notifications to the Secretary. The PS Contractor must provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities that are required to enable the Principal to comply with its retained obligation;
- (xlix) be responsible for E21 to the extent that the Principal will only prepare and submit for approval a Heritage Interpretation Plan. The PS Contractor must prepare its own Heritage Interpretation Plan in accordance with condition E21 in relation to the PS Contractor's Activities consistent with the Principal's Heritage Interpretation Plan. The PS Contractor must submit their plan to the Principal for review no later than one month prior to the commencement of permanent above ground work;
- (l) be responsible for E22;
- (li) be responsible for E22.1;
- (lii) be responsible for E27, except that the PS Contractor must implement and comply with the Exhumation Management Plan;
- (liii) be responsible for E28.1;
- (liv) be responsible for E32 in relation to review of the Construction Noise & Vibration Strategy (CNVS). The PS Contractor must comply with the approved CNVS. The CNVS is contained in Schedule F1 (*Electronic files*) as an electronic file;
- (lv) be responsible for E47 in relation to preparation and submission of the Out of Hours Work Protocol. The PS Contractor must comply with the approved Out of Hours Work Protocol. The Out of Hours Work Protocol is contained in Schedule F1 (*Electronic files*) as an electronic file;
- (lvi) be responsible for E48.1;
- (lvii) in relation to E53, if the PS Contractor prepares a Blast Management Strategy, the PS Contractor must submit it to the Principal. The Principal will submit it to the Secretary and notify the PS Contractor when it has been submitted;
- (lviii) be responsible for E57 and E57.1;
- (lix) be responsible for E62, except that the PS Contractor:
 - (A) must provide the Principal and the Independent Property Impact Assessment Panel with all information, documents, details and data relating to the PS Contractor's Activities in order for the Independent Property Impact Assessment Panel to perform its functions;
 - (B) must comply with the reasonable requests and requirements of the Independent Property Impact Assessment Panel; and
 - (C) may refer unresolved disputes in relation to property impacts caused by the PS Contractor's Activities to the Independent Property Impact Assessment Panel.

The terms of reference for the Independent Property Impact Assessment Panel are contained in Schedule F1 (*Electronic files*) as an electronic file;

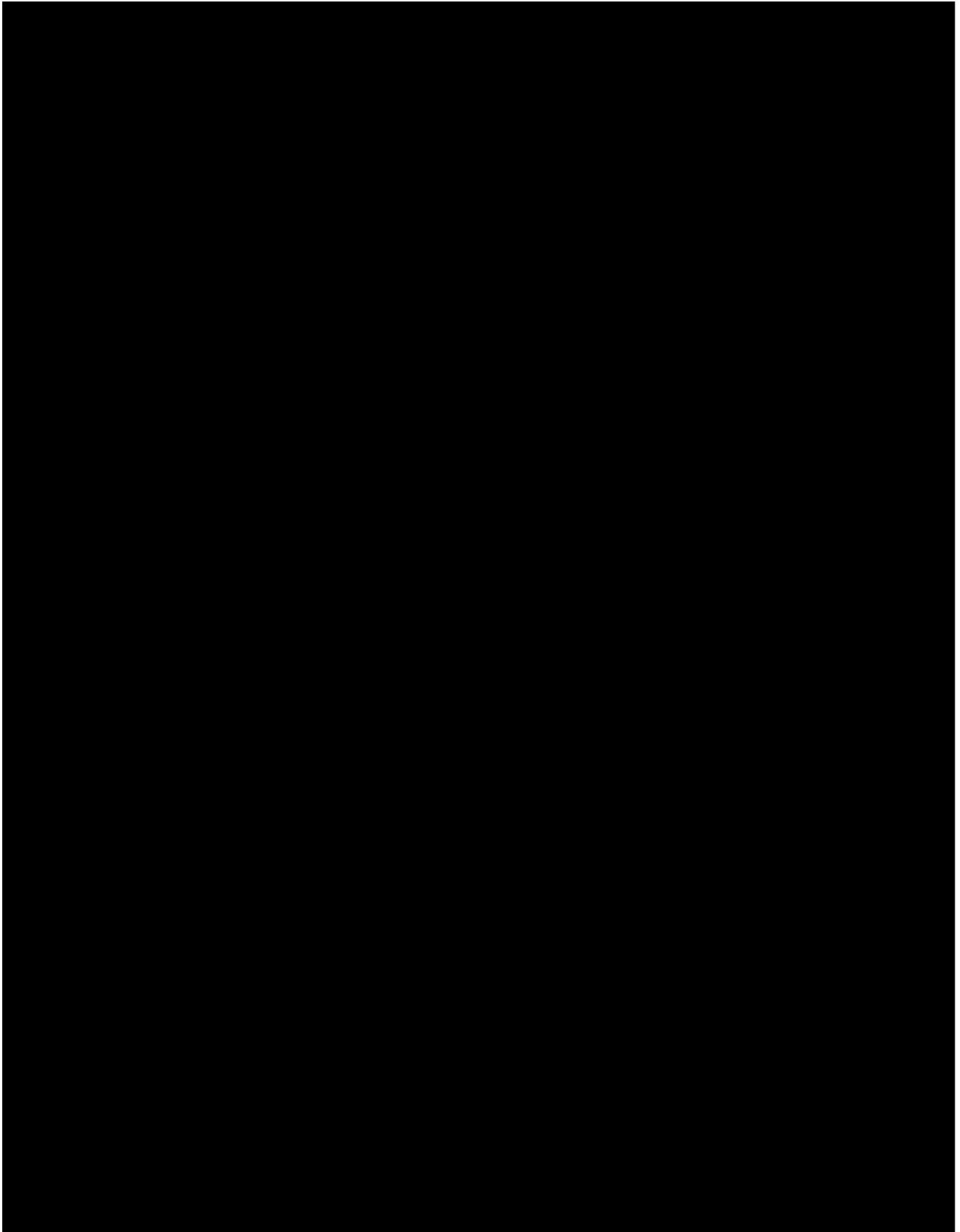
- (lx) in relation to E63, submit the results of monitoring to the Secretary on request. The PS Contractor must submit the results of monitoring to the Principal;
- (lxi) be responsible for E64, except in relation to items referred to in E64(a), (b), (c) and (e). The PS Contractor must provide the Principal with all information, documents, details and data relating to Contractor's Activities for items referred to in E64(d) and (f);
- (lxii) in relation to E68, if the PS Contractor prepares a Site Audit Statement and Site Audit Report, the PS Contractor must submit them to the Principal. The Principal will submit them to the Secretary;
- (lxiii) be responsible for E72, except that:
 - (A) PS Contractor must provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities in order for the Principal to prepare and implement the "Sustainability Strategy"; and
 - (B) PS Contractor must implement the "Sustainability Strategy" referred to in condition E72 to the extent it relates to the PS Contractor's Activities. The "Sustainability Strategy" is contained in Schedule F1 (*Electronic files*) as an electronic file;
- (lxiv) be responsible for E74;
- (lxv) be responsible for E77, except that the PS Contractor must:
 - (A) provide a representative to attend relevant meetings of the Traffic and Transport Liaison Group(s);
 - (B) provide all relevant information, documents, details and data relating to the PS Contractor's Activities to the Traffic and Transport Liaison Group(s);
 - (C) consult with the Traffic and Transport Liaison Group(s) in preparing the Construction Traffic Management Plans; and
 - (D) implement and comply with any traffic and transport management measures;
- (lxvi) in relation to E78, the Principal must incorporate revised traffic management measures into the Interchange Access Plan(s). The PS Contractor must provide the Principal with all relevant information, documents, details and data in order for the Principal to incorporate revised traffic management measures into the Interchange Access Plan(s);
- (lxvii) be responsible for E81, except that the PS Contractor must implement the Construction Traffic Management Framework (CTMF). The CTMF is contained in Schedule F1 (*Electronic files*) as an electronic file;
- (lxviii) be responsible for E84;
- (lxix) be responsible for E86.1;

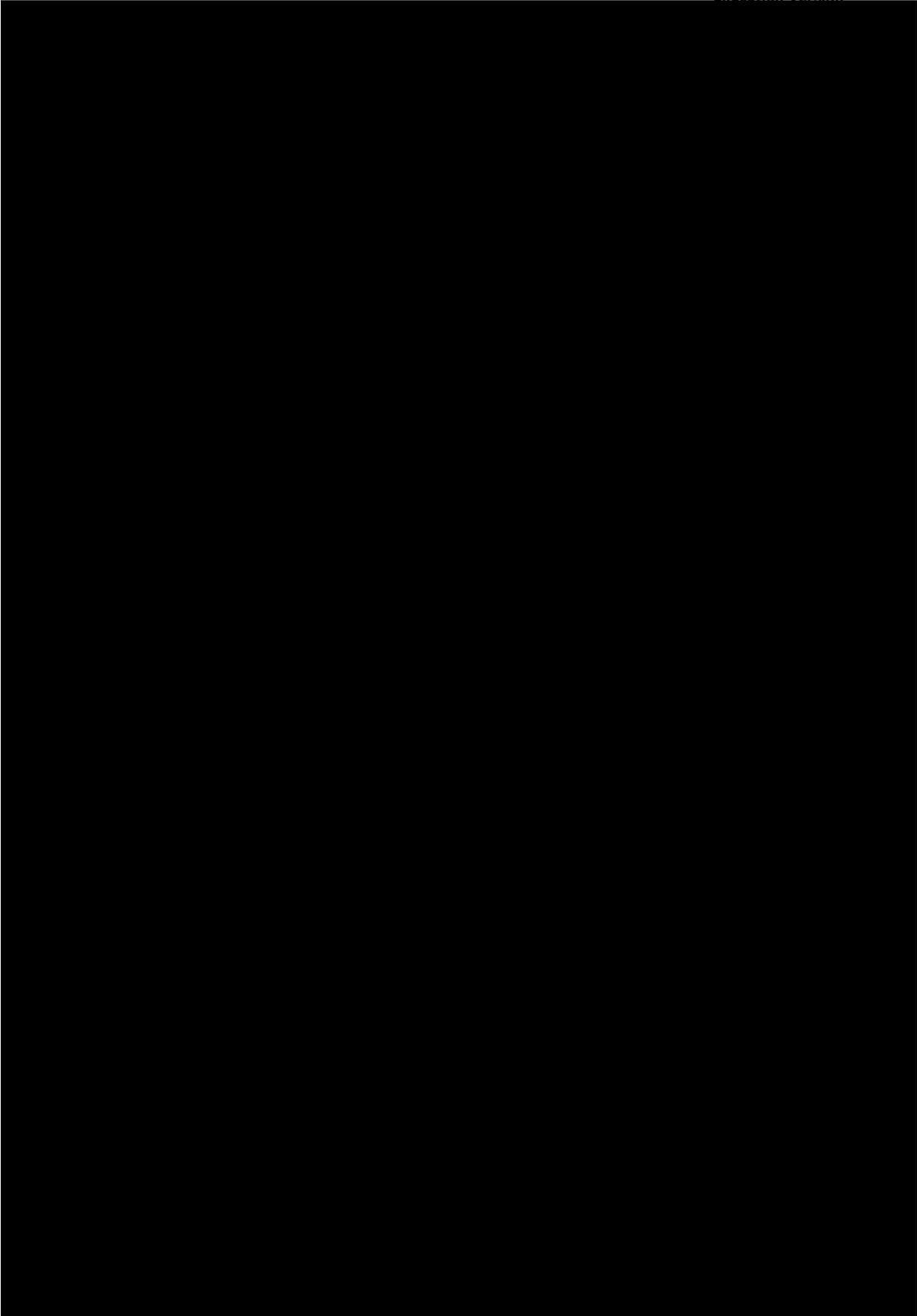
- (lxx) be responsible for E89.1;
 - (lxxi) be responsible for E92 and E93, except that the PS Contractor must provide the Principal with all information, documents, details and data relating to the Contractor's Activities that are required to enable the Principal to comply with its retained obligation;
 - (lxxii) be responsible for E94 to E96;
 - (lxxiii) be responsible for E98;
 - (lxxiv) be responsible for E100;
 - (lxxv) in relation to E101, develop a template SDPP. The PS Contractor is responsible for preparing SDPPs in accordance with condition E101 and the Principal's template SDPP;
 - (lxxvi) be responsible for E103; and
 - (lxxvii) be responsible for E109.
- (c) In relation to the Revised Environmental Mitigation Measures (Chatswood to Sydenham) the Principal will:
- (i) in relation to T7, be responsible for community education events that allow pedestrians, cyclists or motorists to sit in trucks and understand the visibility restrictions of truck drivers, and for truck drivers to understand the visibility from a bicycle; and a campaign to engage with local schools to educate children about road safety and to encourage visual contact with drivers to ensure they are aware of the presence of children;
 - (ii) be responsible for T10 except that the PS Contractor must provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities that are required to enable the Principal to comply with this condition in a timely manner to suit the PS Contractor's Activities. The PS Contractor must provide appropriate wayfinding and Customer information to notify Customers of bus stops relocated as a result of the Project Works or Contractor's Activities;
 - (iii) be responsible for T15 to T18;
 - (iv) be responsible for T23 to T28;
 - (v) be responsible for OpT1;
 - (vi) be responsible for OpT3;
 - (vii) be responsible for OpT5 to OpT7;
 - (viii) be responsible for NV2;
 - (ix) be responsible for NV5;
 - (x) in relation to NV6, engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced AA. The Principal will be the single point of contact with the Secretary and notify the PS Contractor of any other timeframe relevant to this condition agreed with the Secretary;
 - (xi) be responsible for NV8 and NV12;

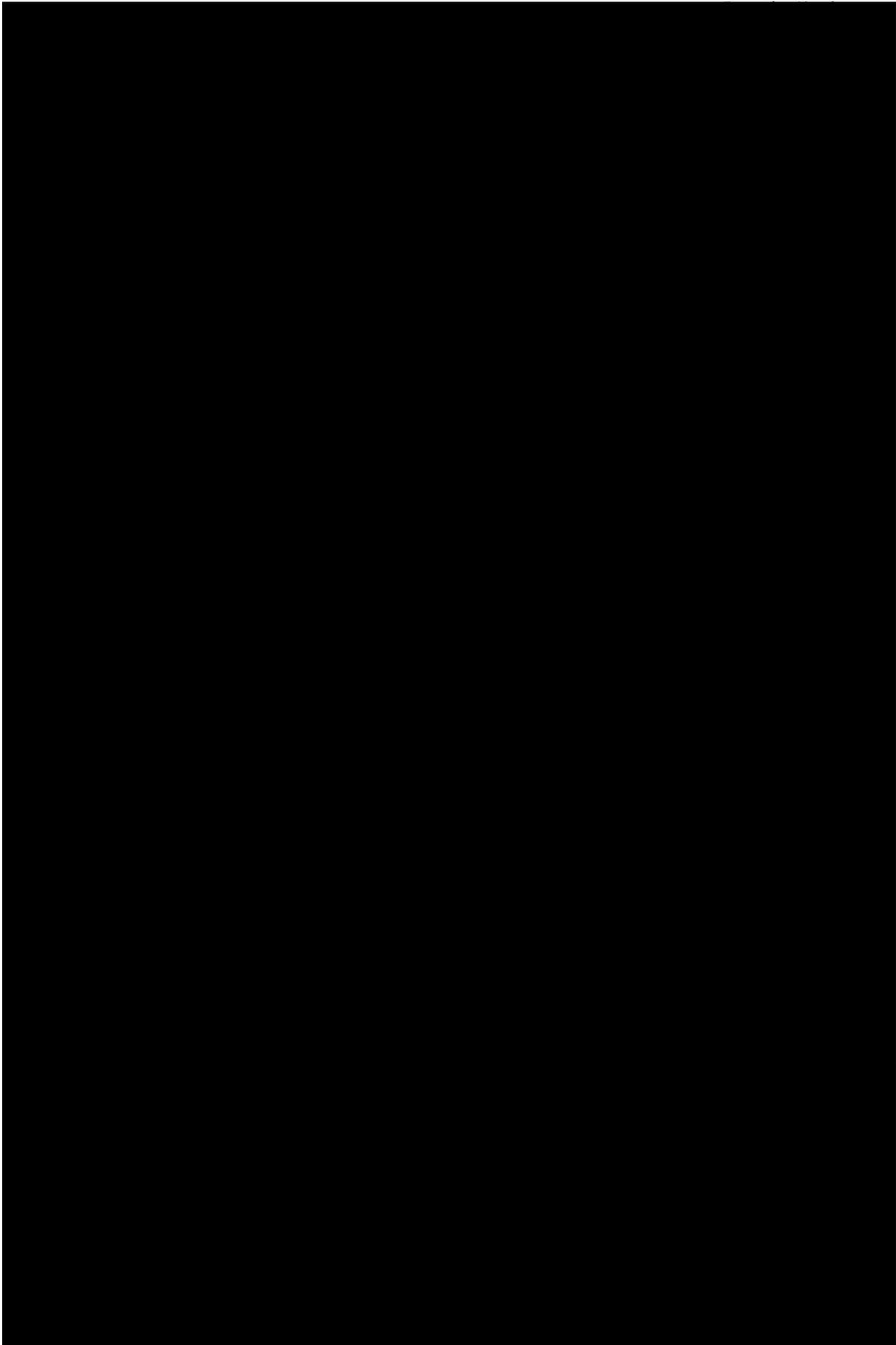
- (xii) be responsible for OpNV1 and OpNV2;
- (xiii) be responsible for OpNV4 and OpNV5;
- (xiv) be responsible for LP1;
- (xv) be responsible for NAH1;
- (xvi) be responsible for NAH3 except for implementing the Exhumation Policy and Guideline in relation to the Project Works and the PS Contractor's Activities;
- (xvii) be responsible for NAH5 and NAH6;
- (xviii) be responsible for NAH9 to NAH16;
- (xix) be responsible for NAH18 to NAH21;
- (xx) be responsible for AH3;
- (xxi) be responsible for AH5 to AH7;
- (xxii) be responsible for LV8 and LV9;
- (xxiii) be responsible for LV11 to LV20;
- (xxiv) be responsible for SCW1 and SCW2;
- (xxv) be responsible for SCW5 to SCW7;
- (xxvi) be responsible for SO1;
- (xxvii) be responsible for B1 and B2;
- (xxviii) be responsible for B4;
- (xxix) be responsible for FH1 to FH8;
- (xxx) be responsible for HR5;
- (xxxi) be responsible for WM5;
- (xxxii) be responsible for SUS7 to SUS10; and
- (xxxiii) be responsible for CU1 except that the PS Contractor must provide the Principal with all information, documents, details and data relating to the PS Contractor's Activities that are required to enable the Principal to comply with this condition.

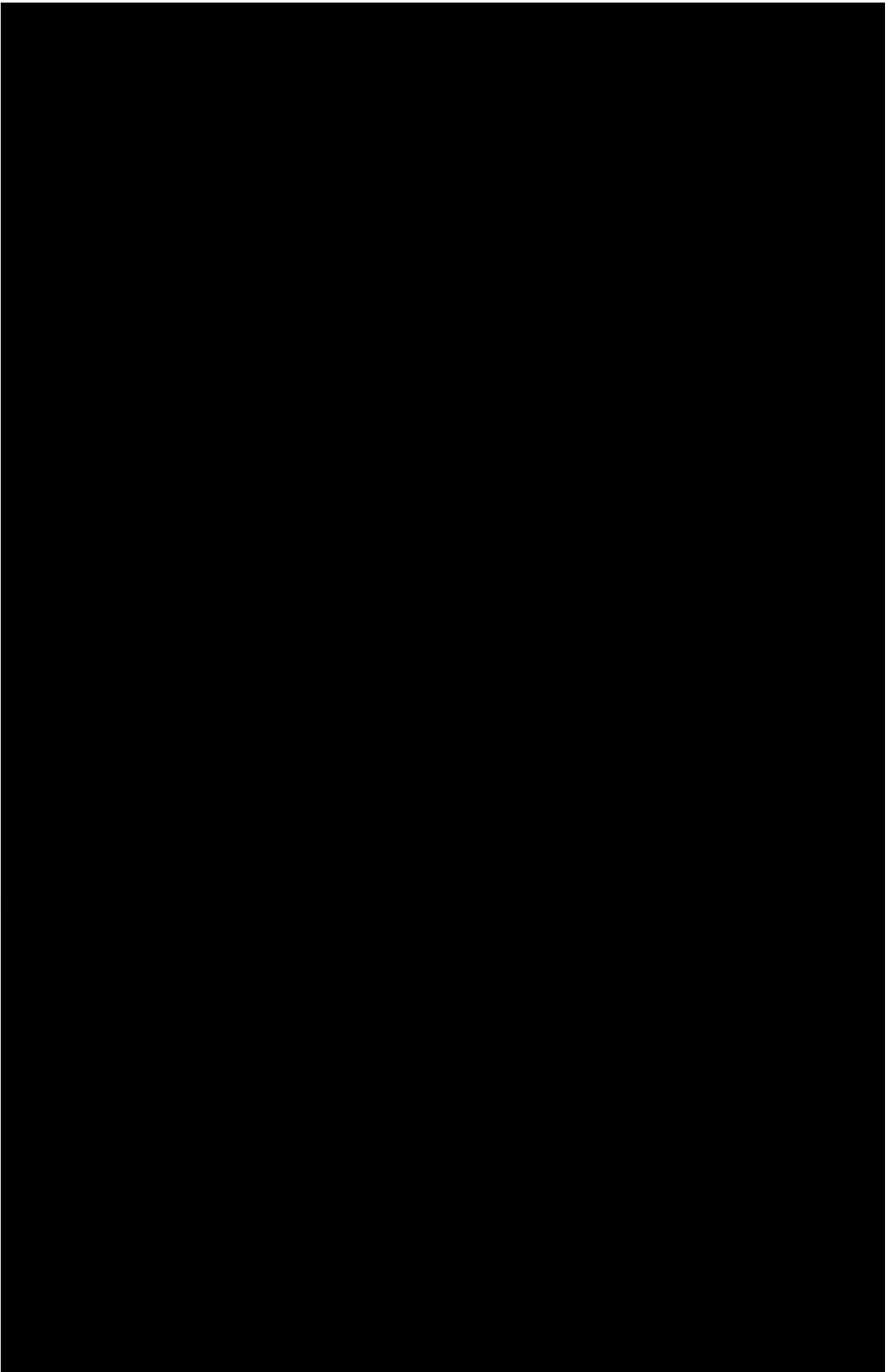
SCHEDULE D4. – REQUIREMENTS OF THIRD PARTY AGREEMENTS

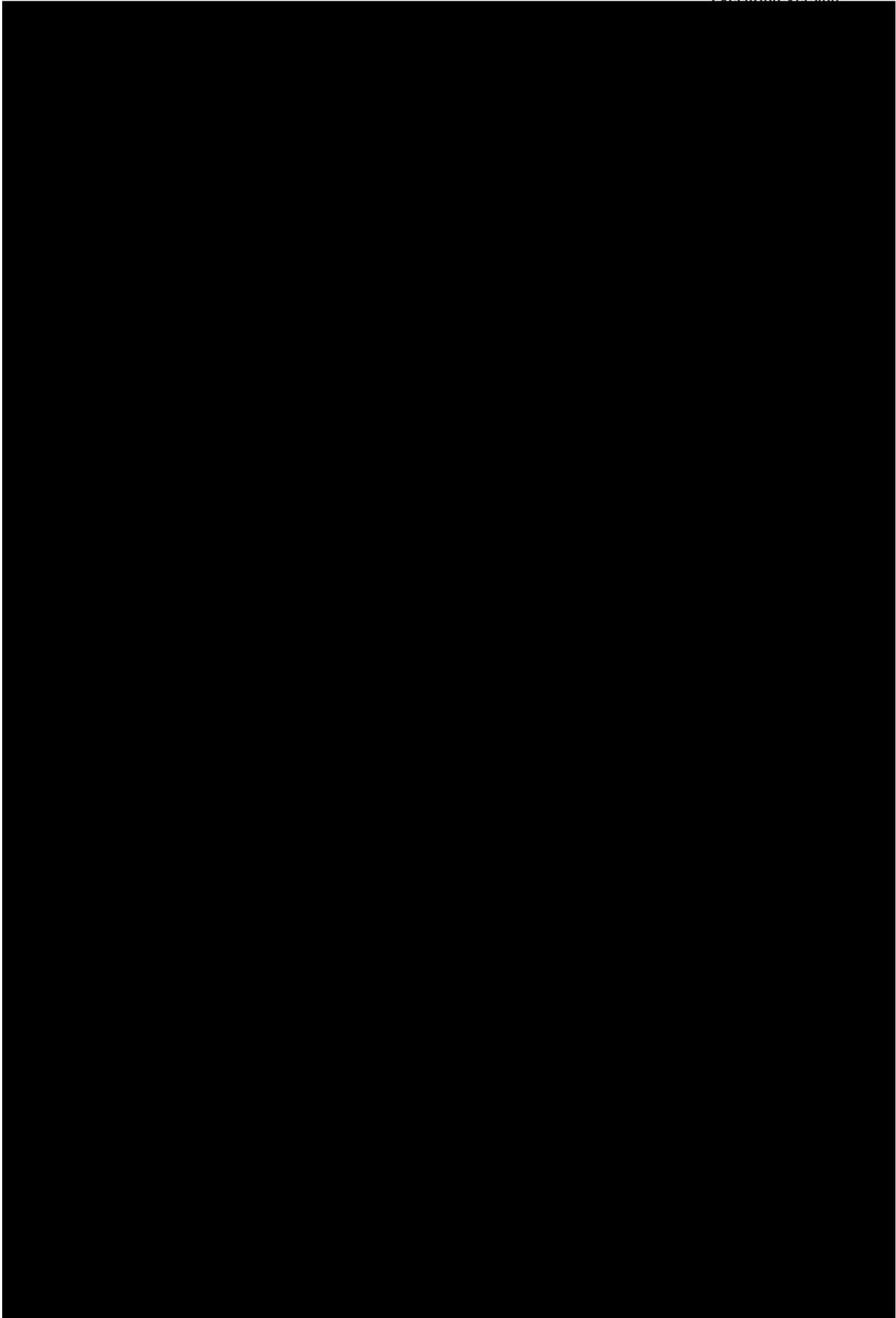
(Clause 13)

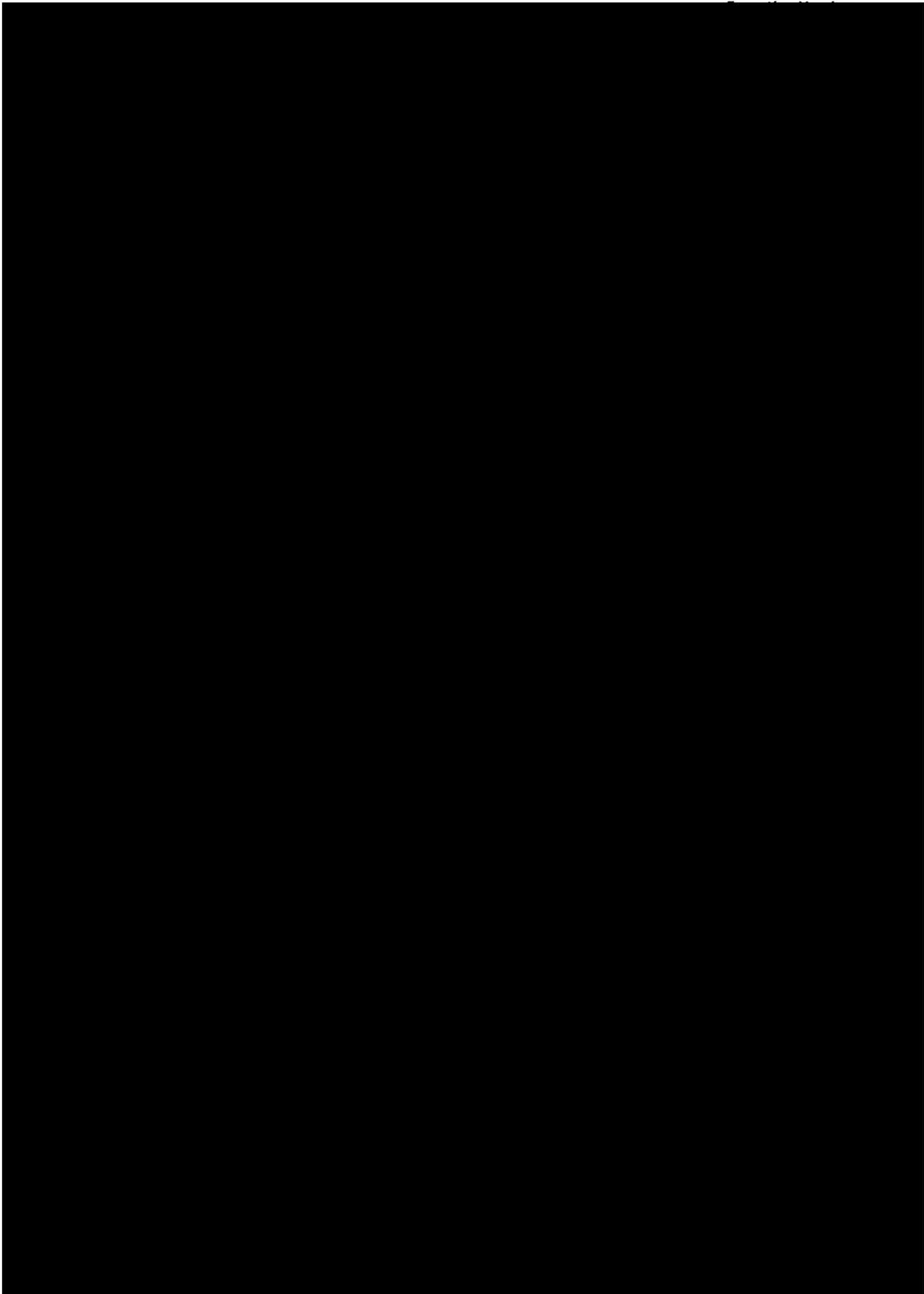


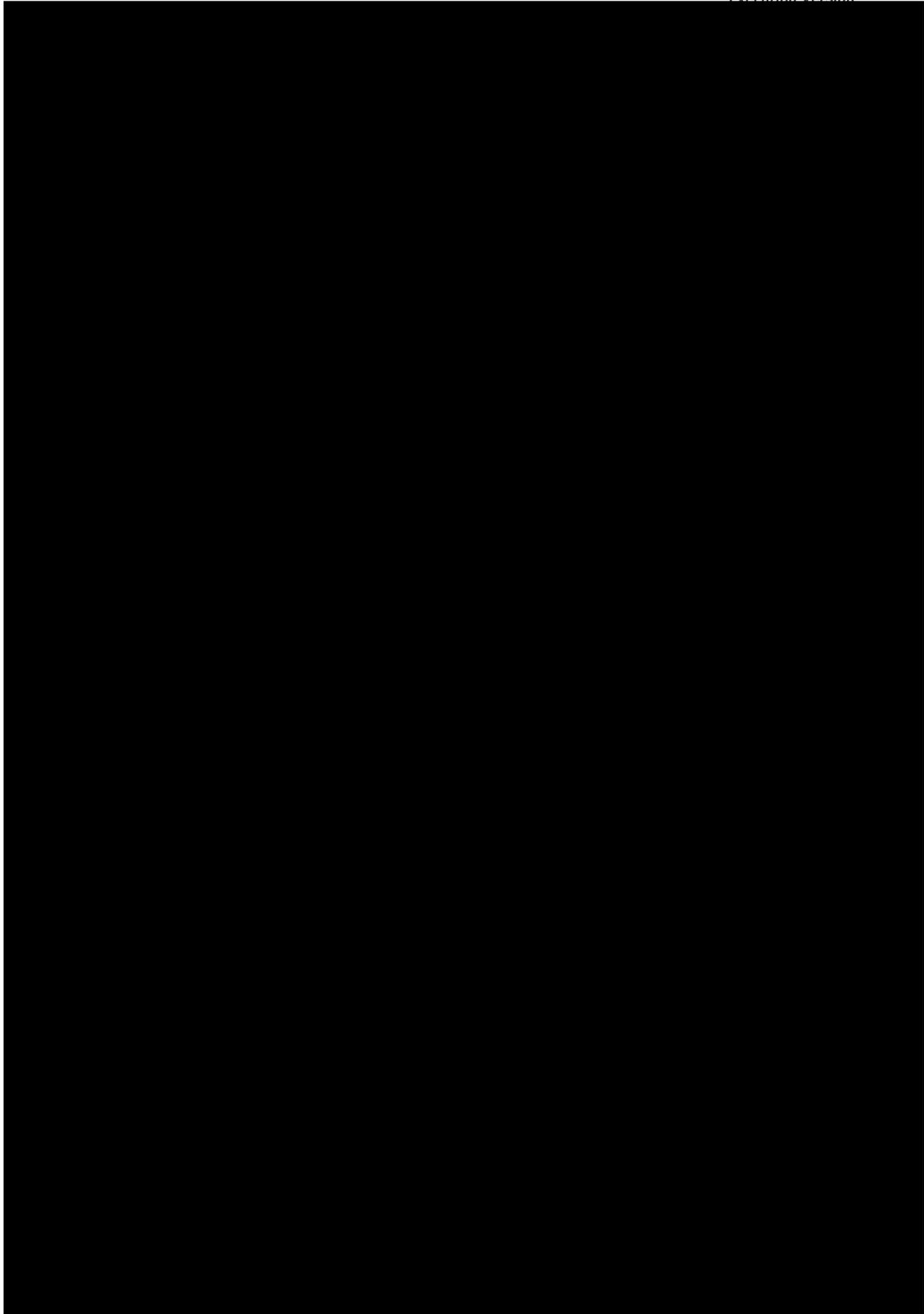


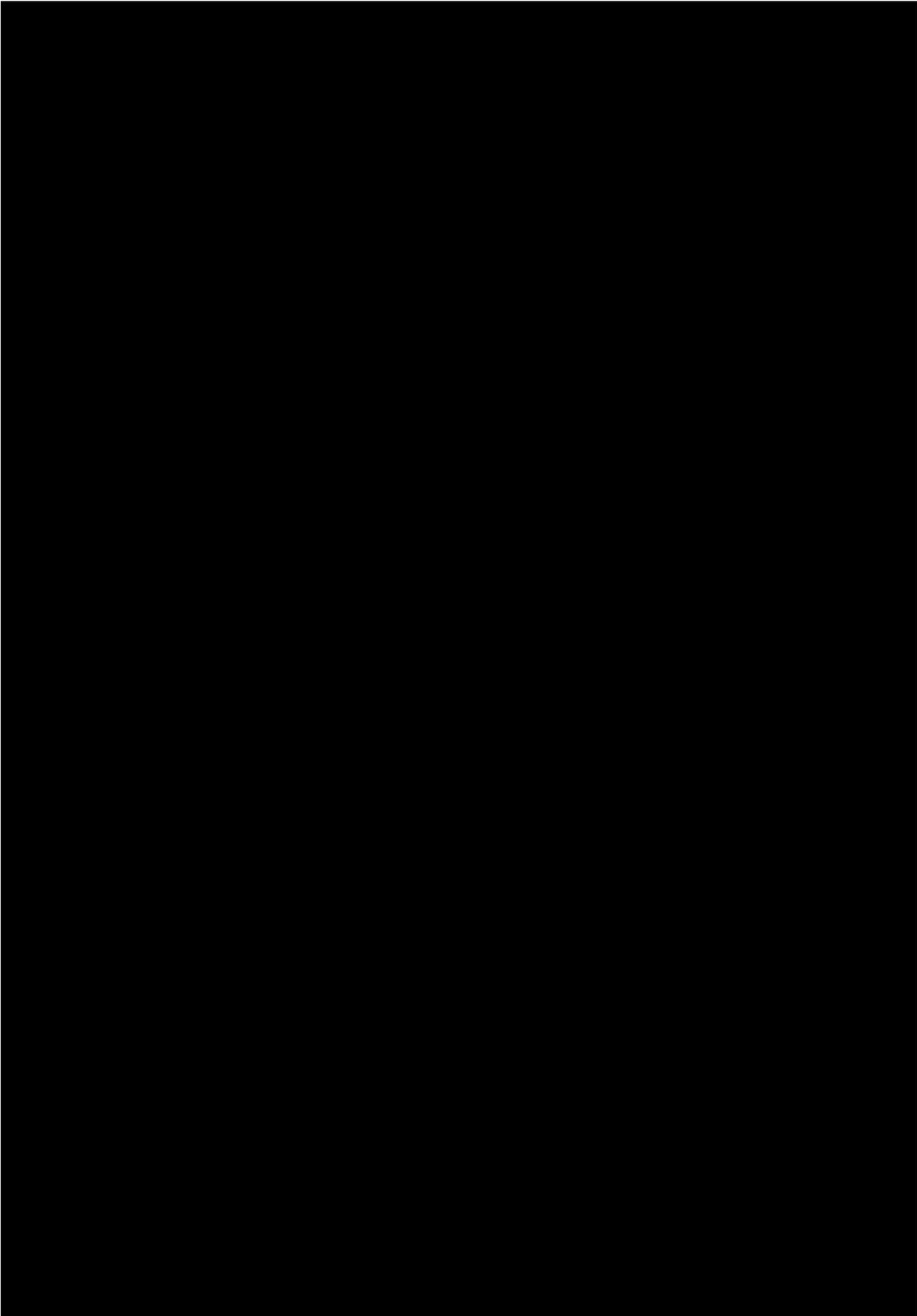


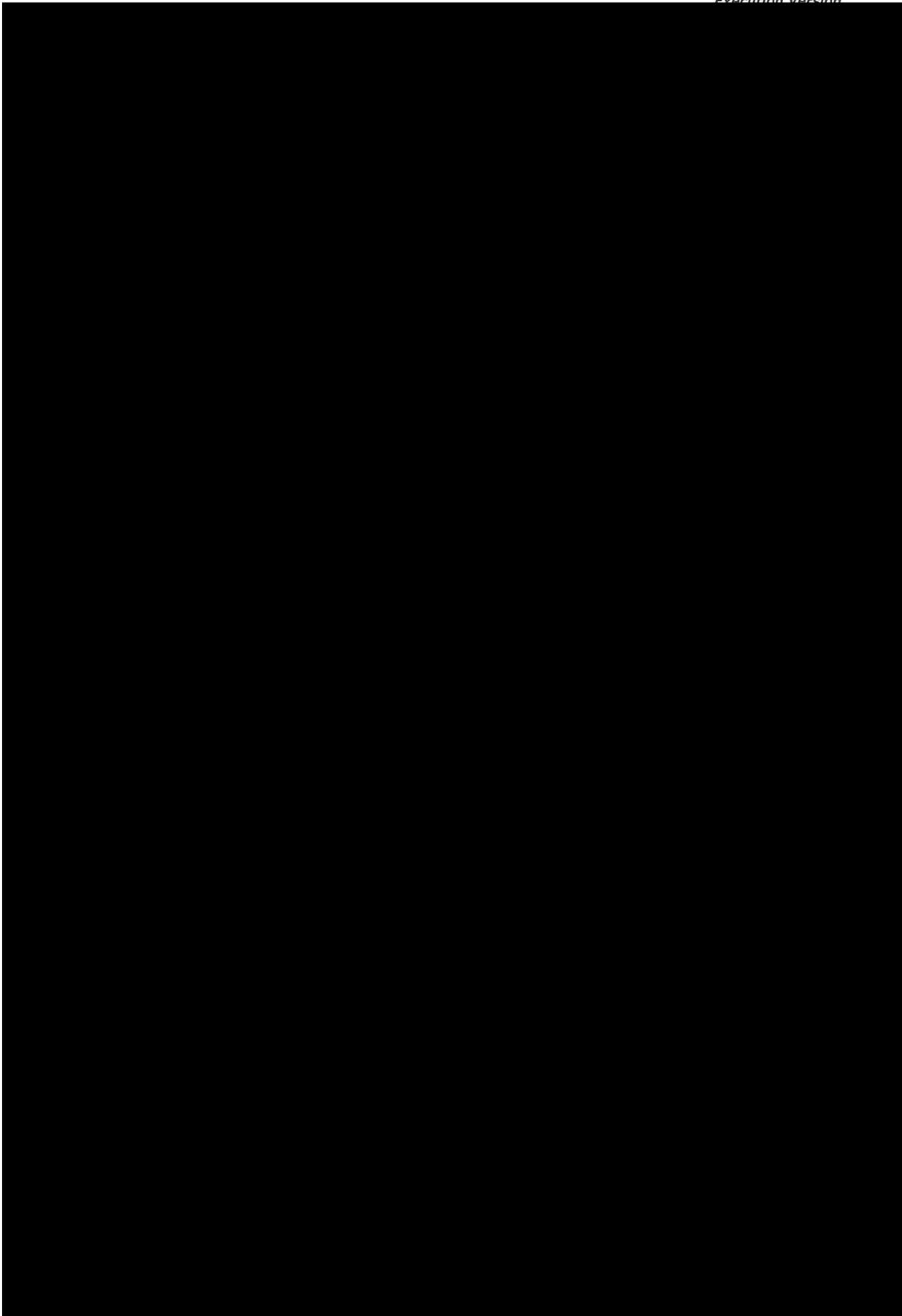


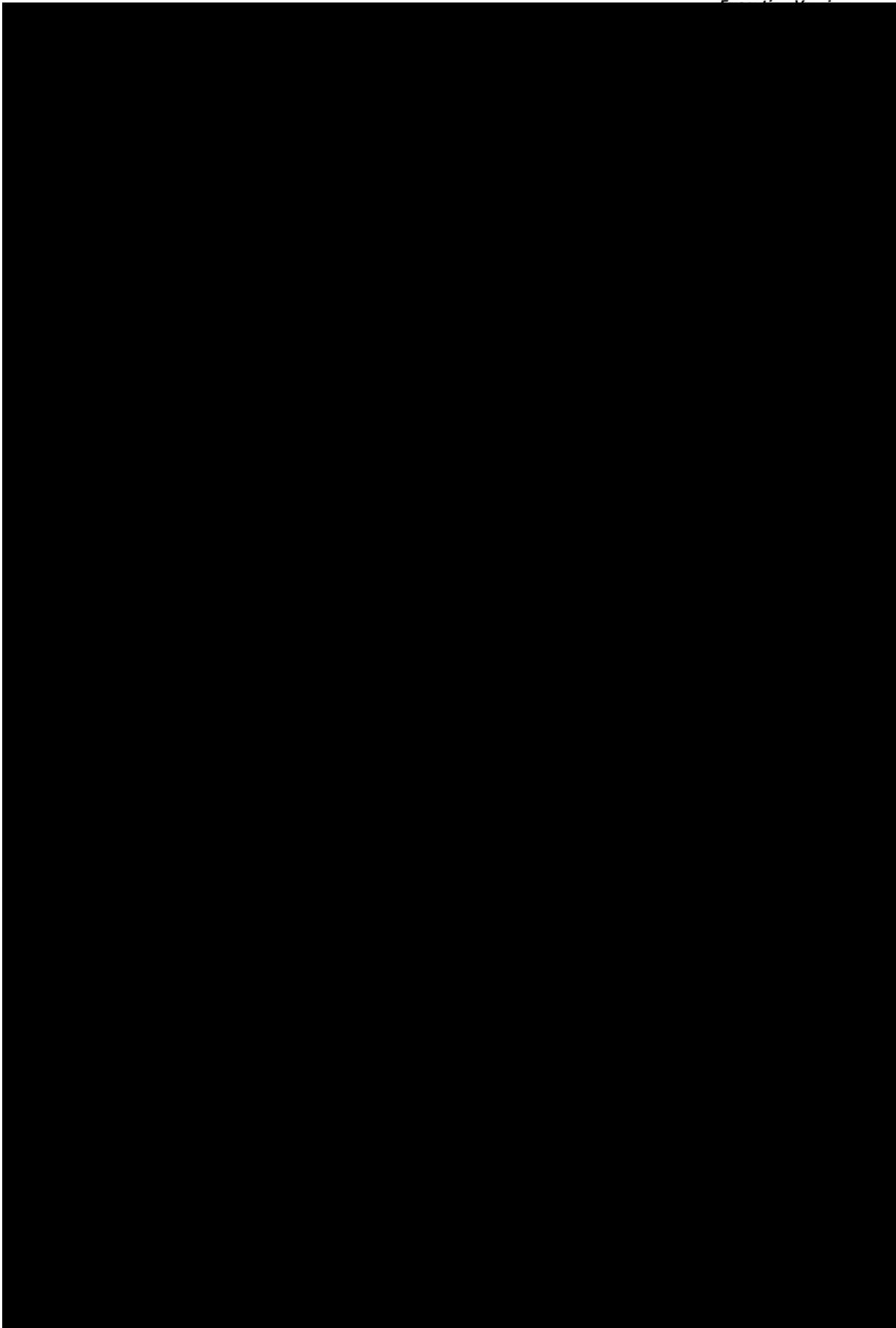


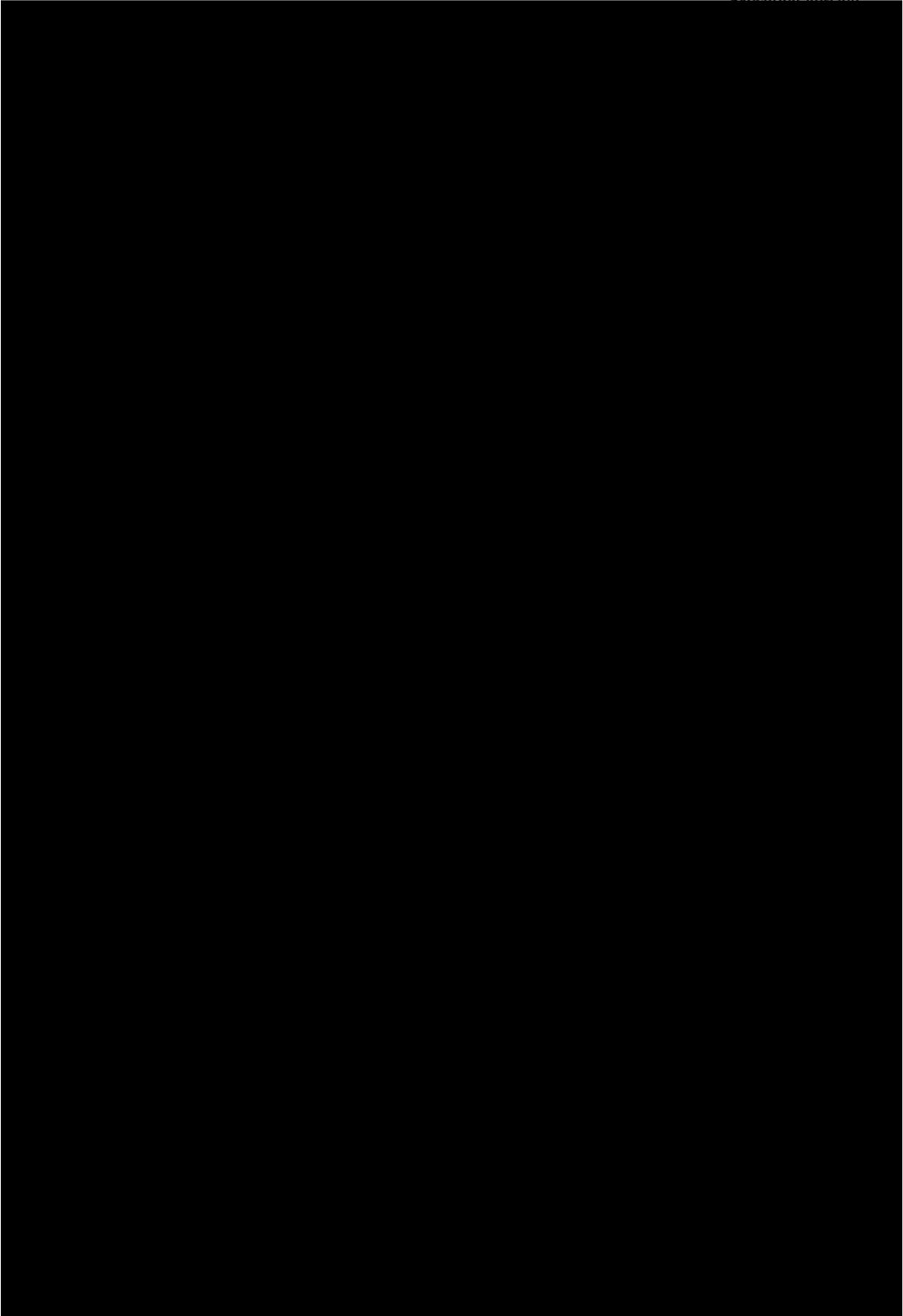


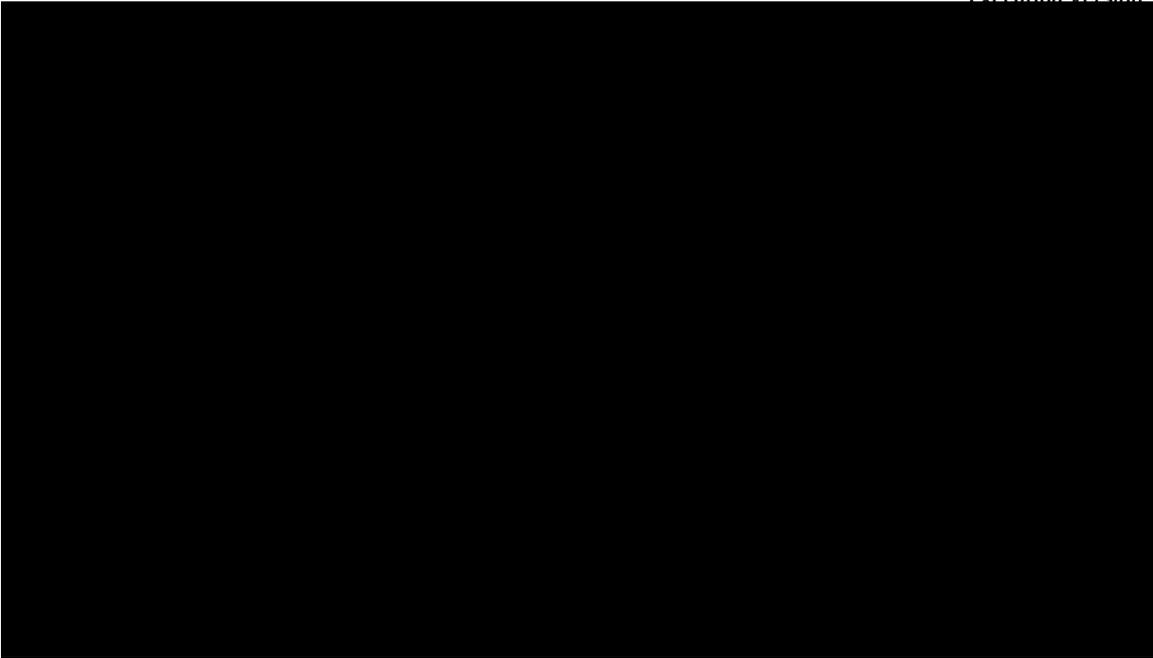




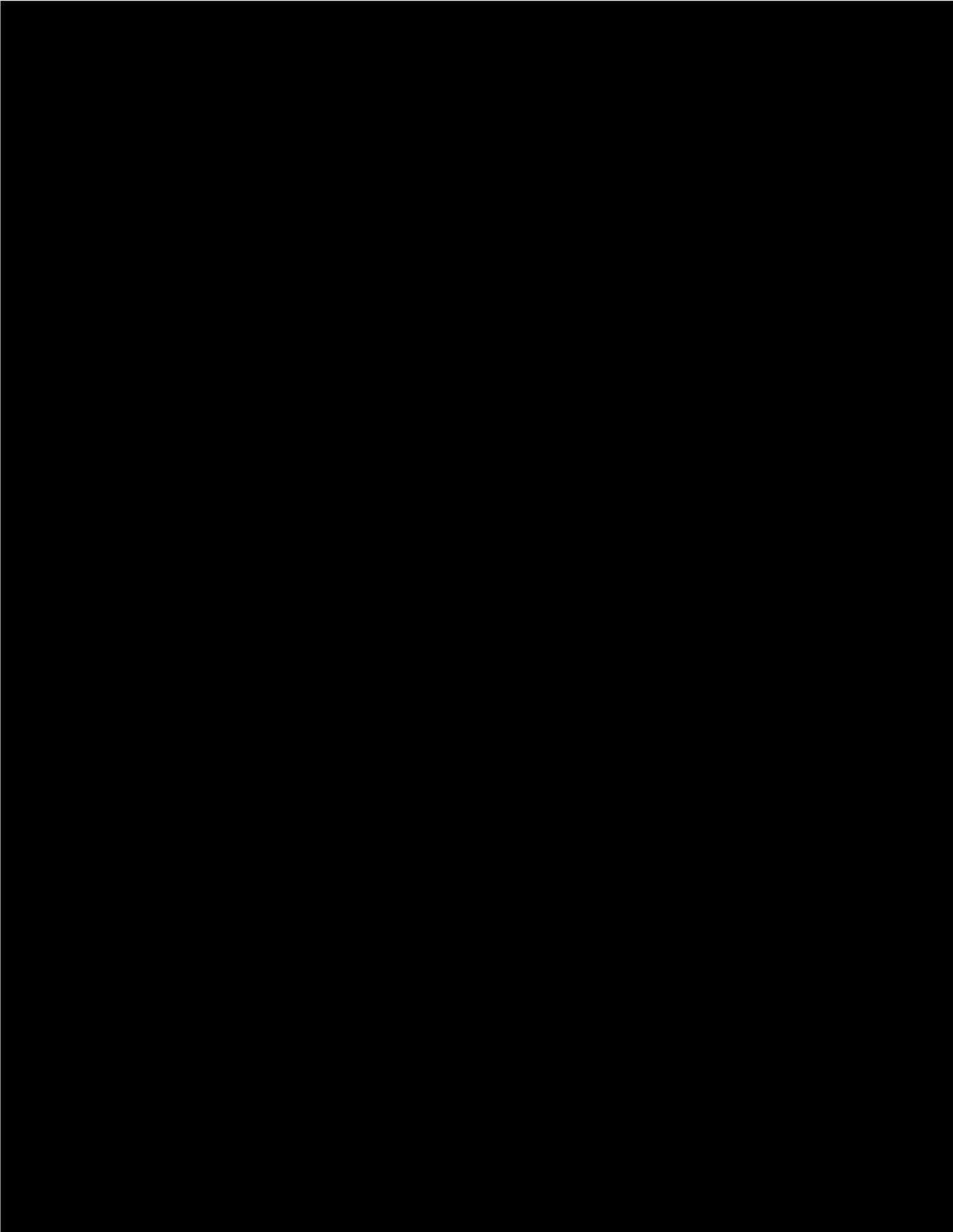


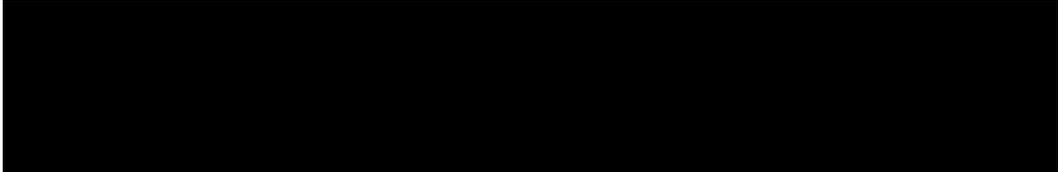






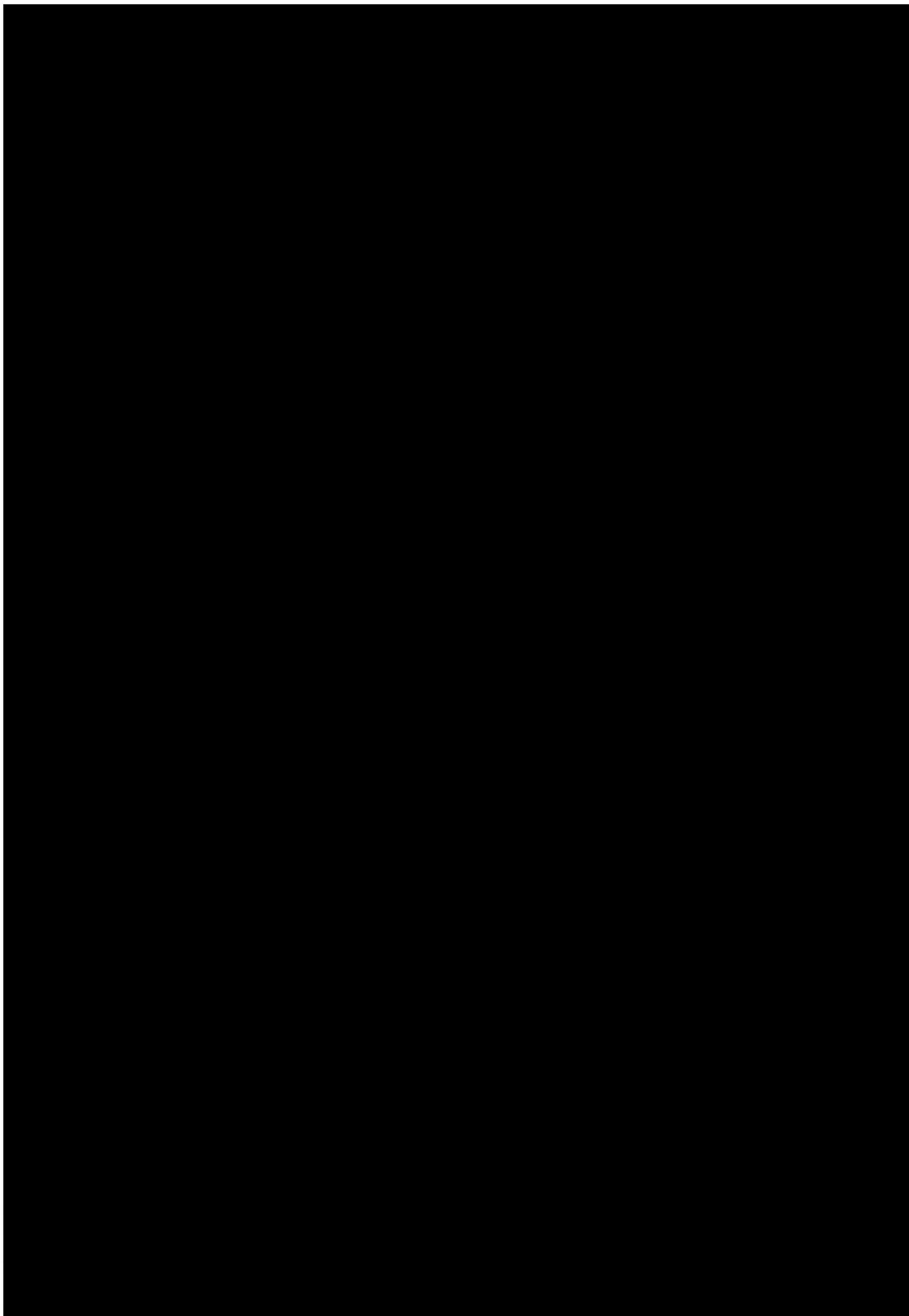
SCHEDULE D5. – THIRD PARTY AGREEMENTS

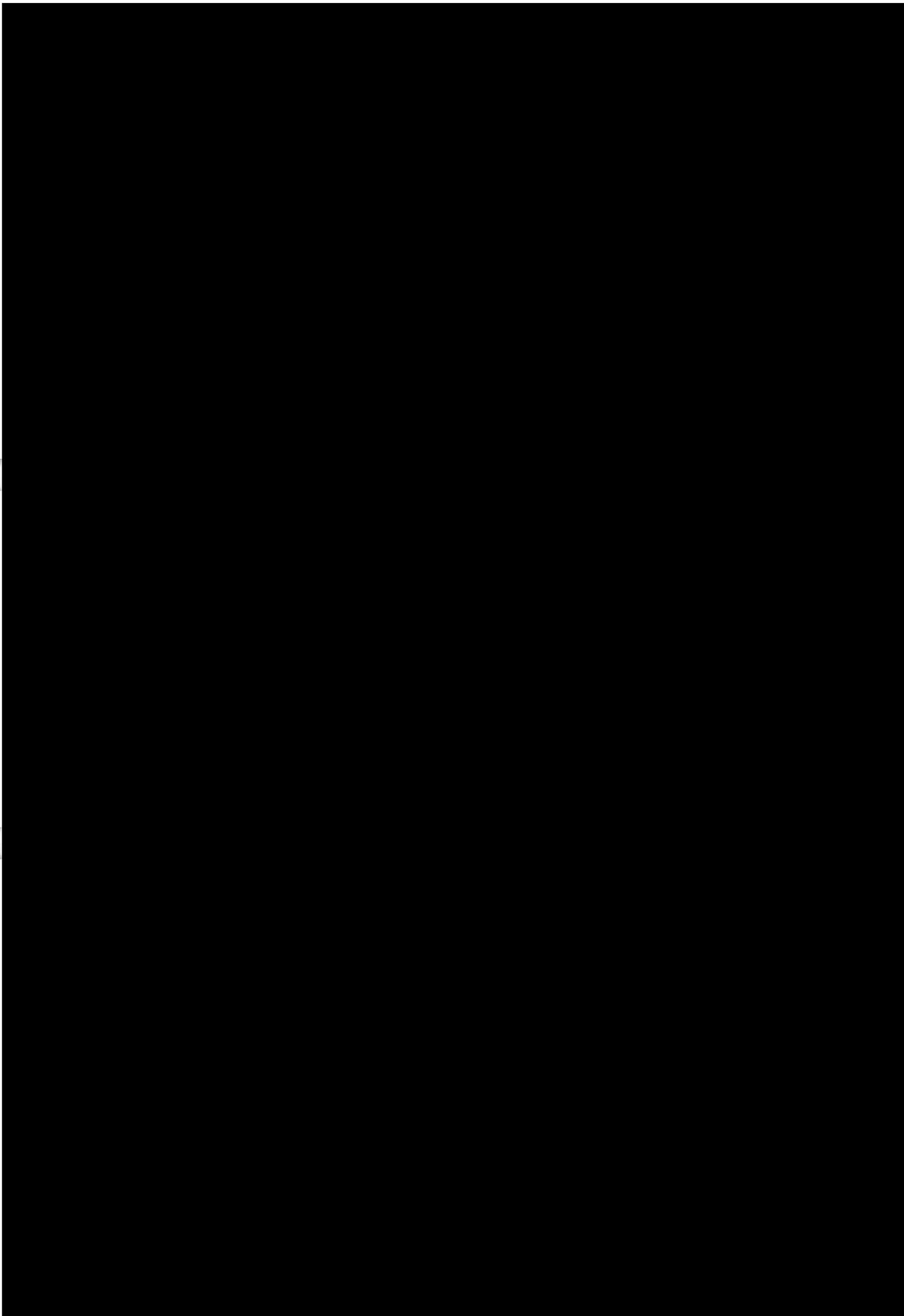


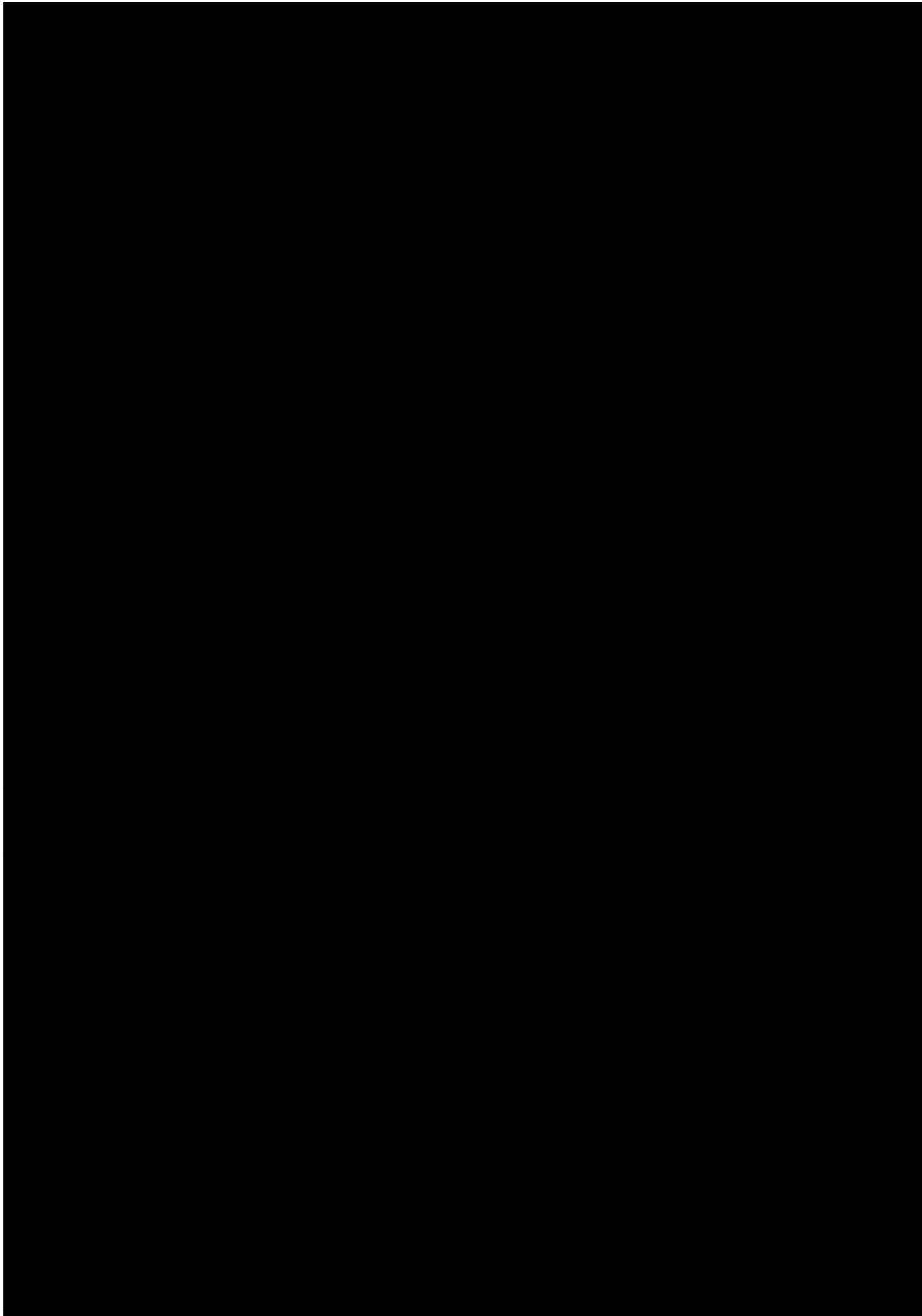


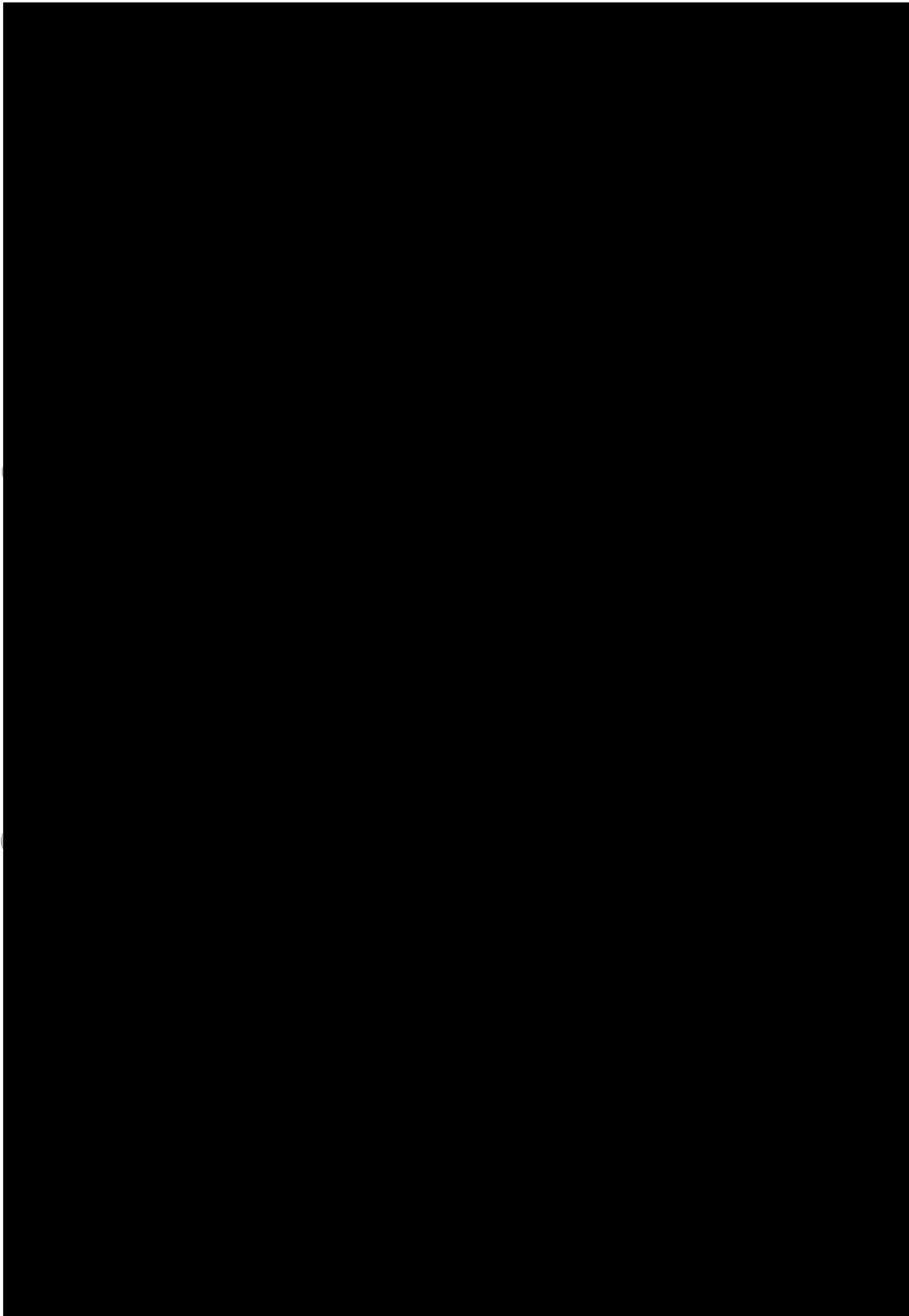
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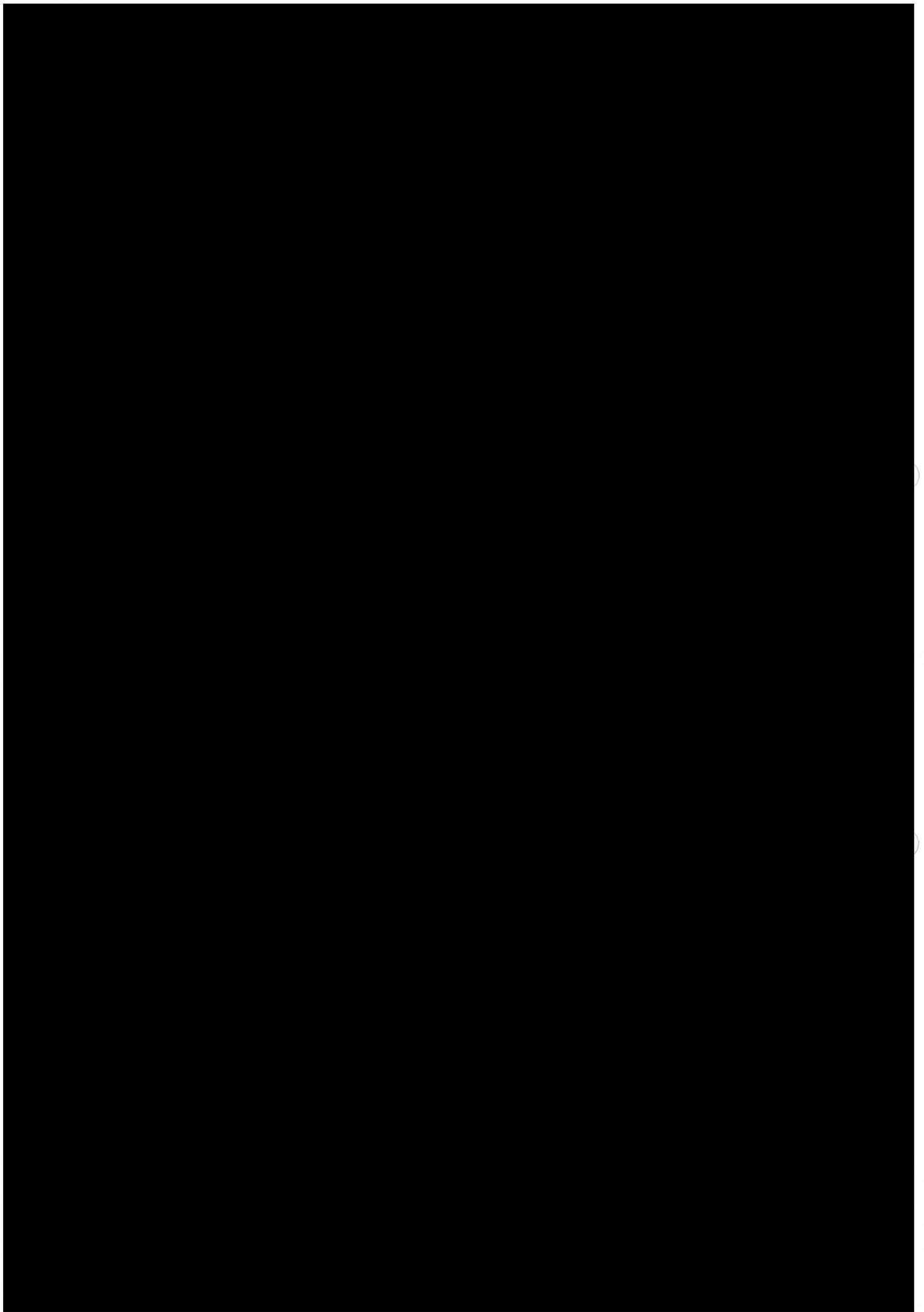


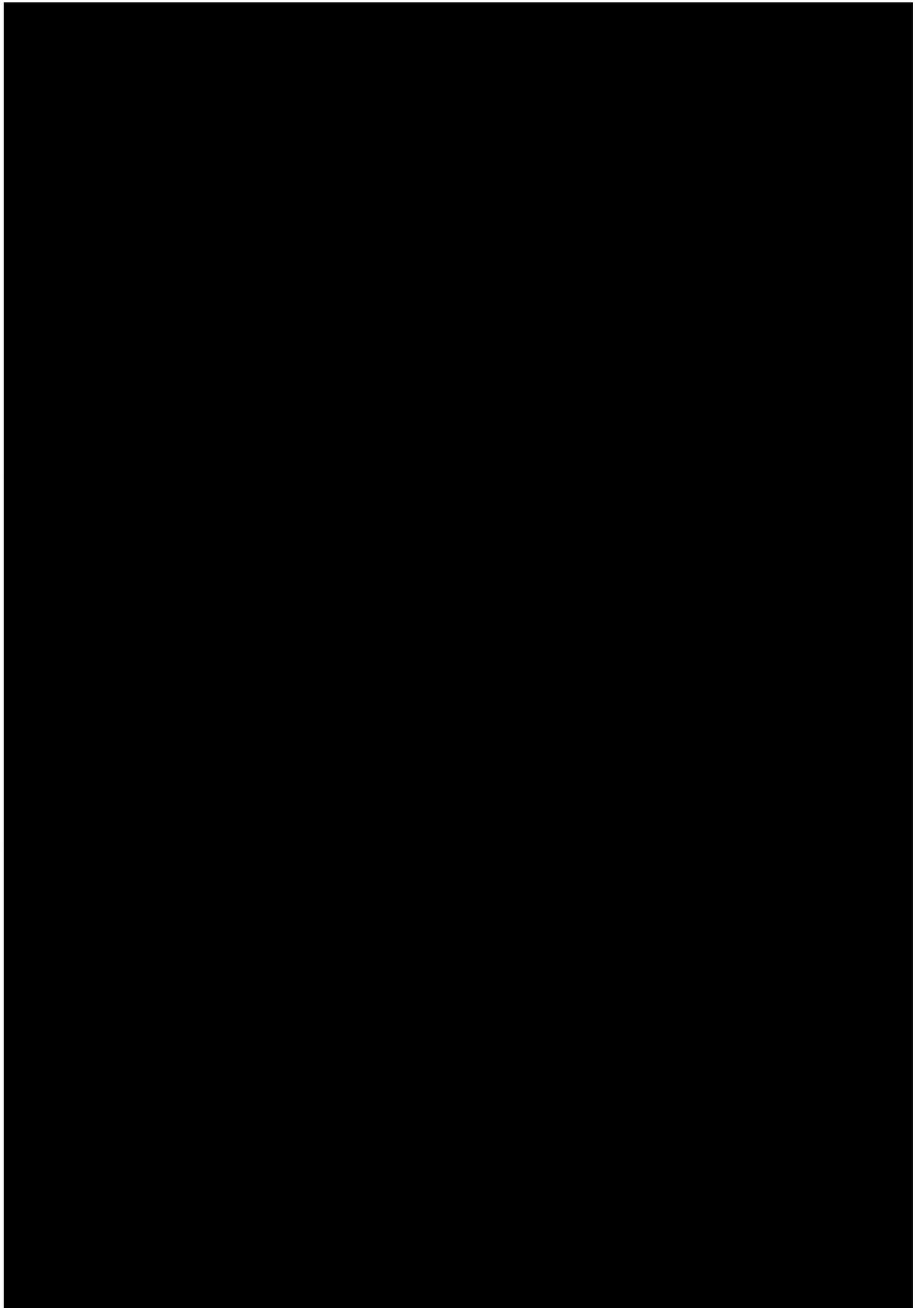


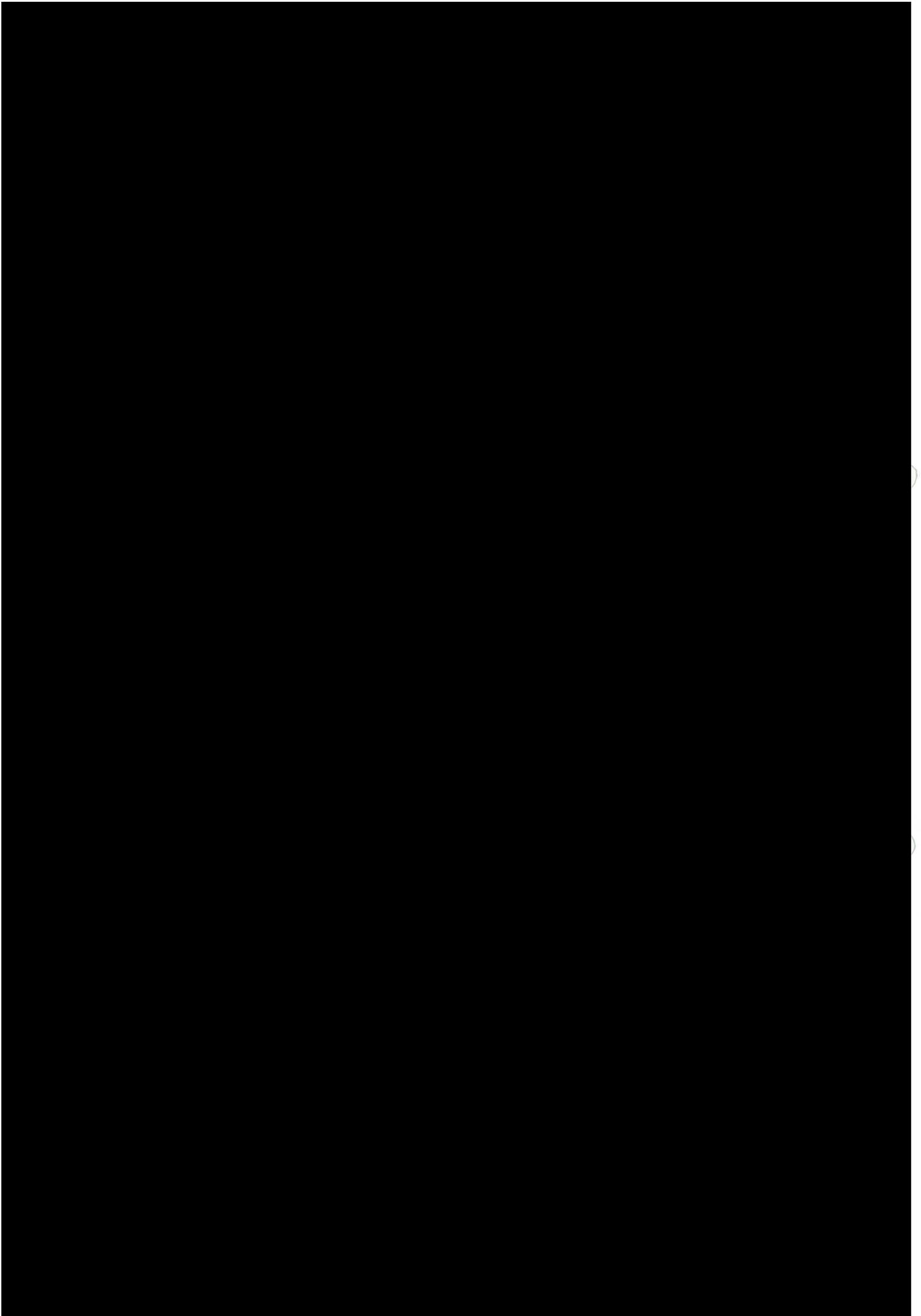


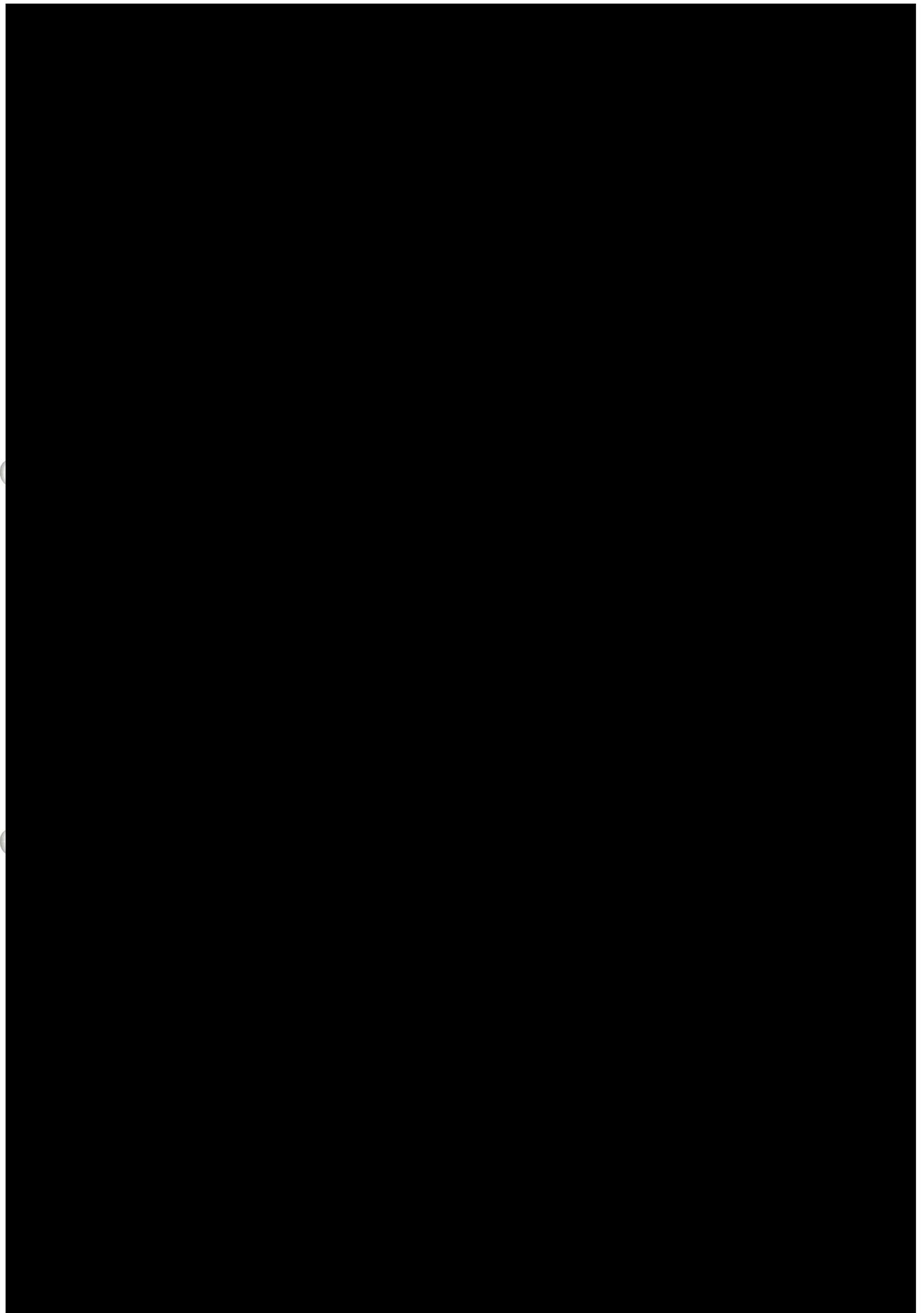


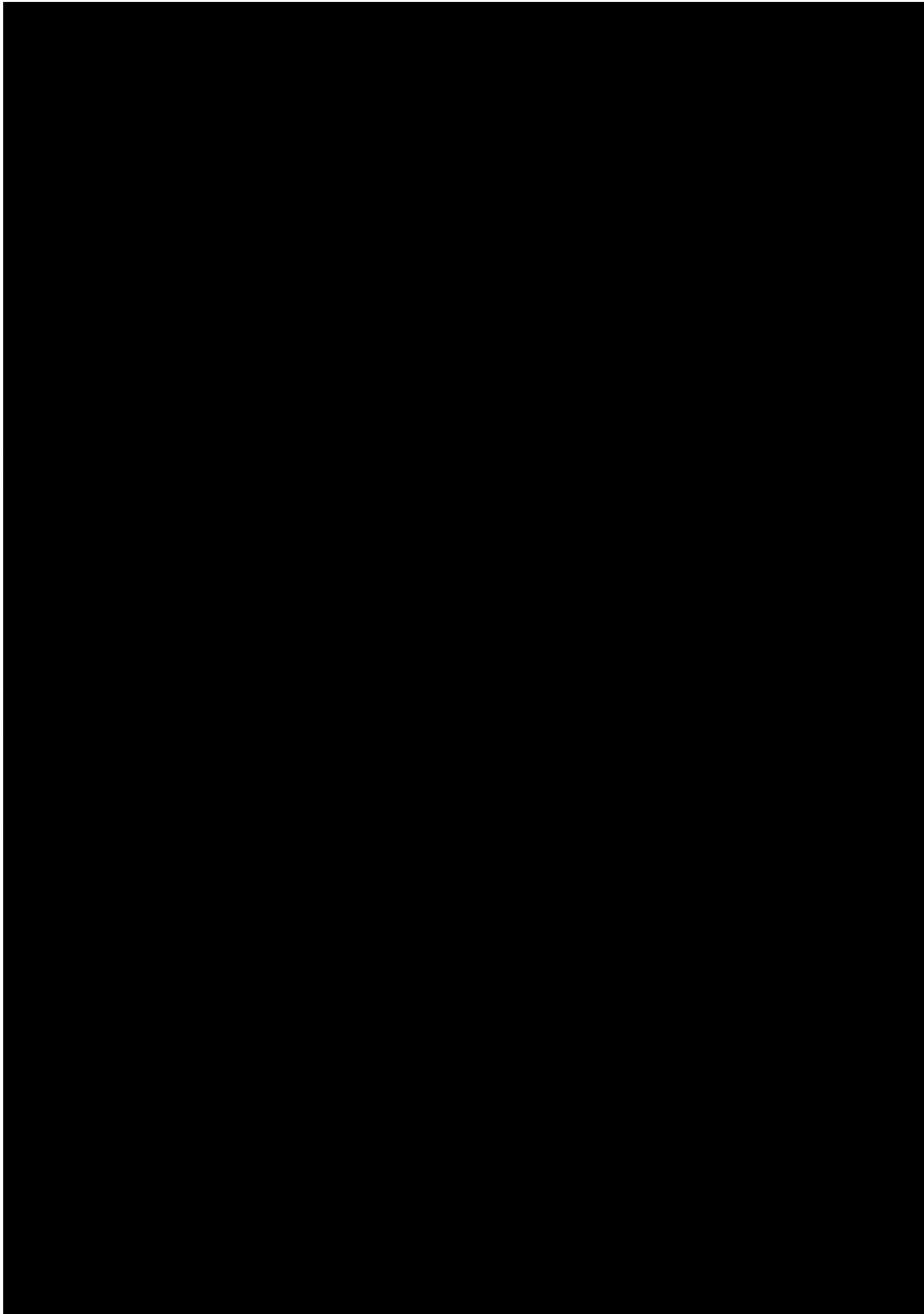


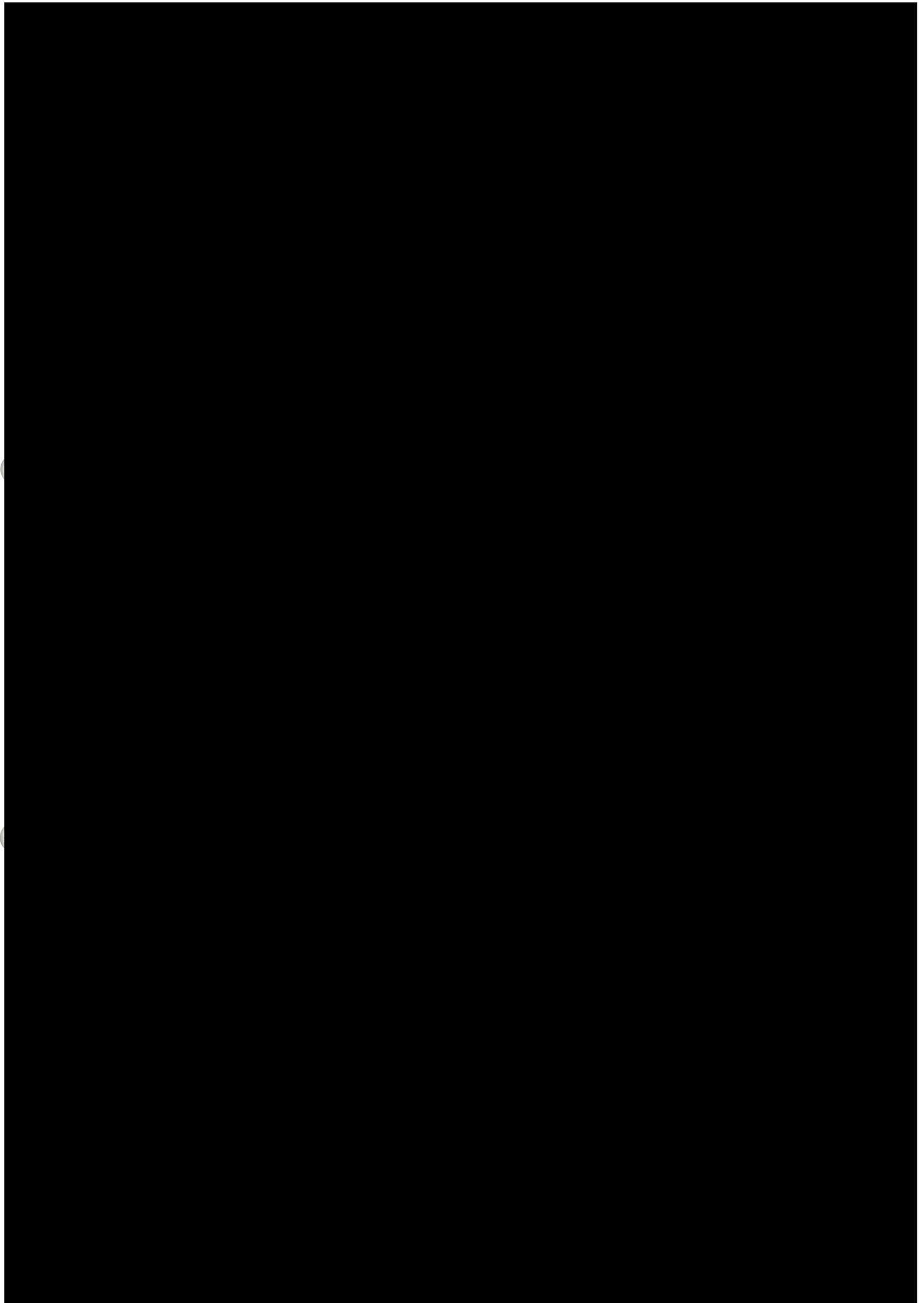


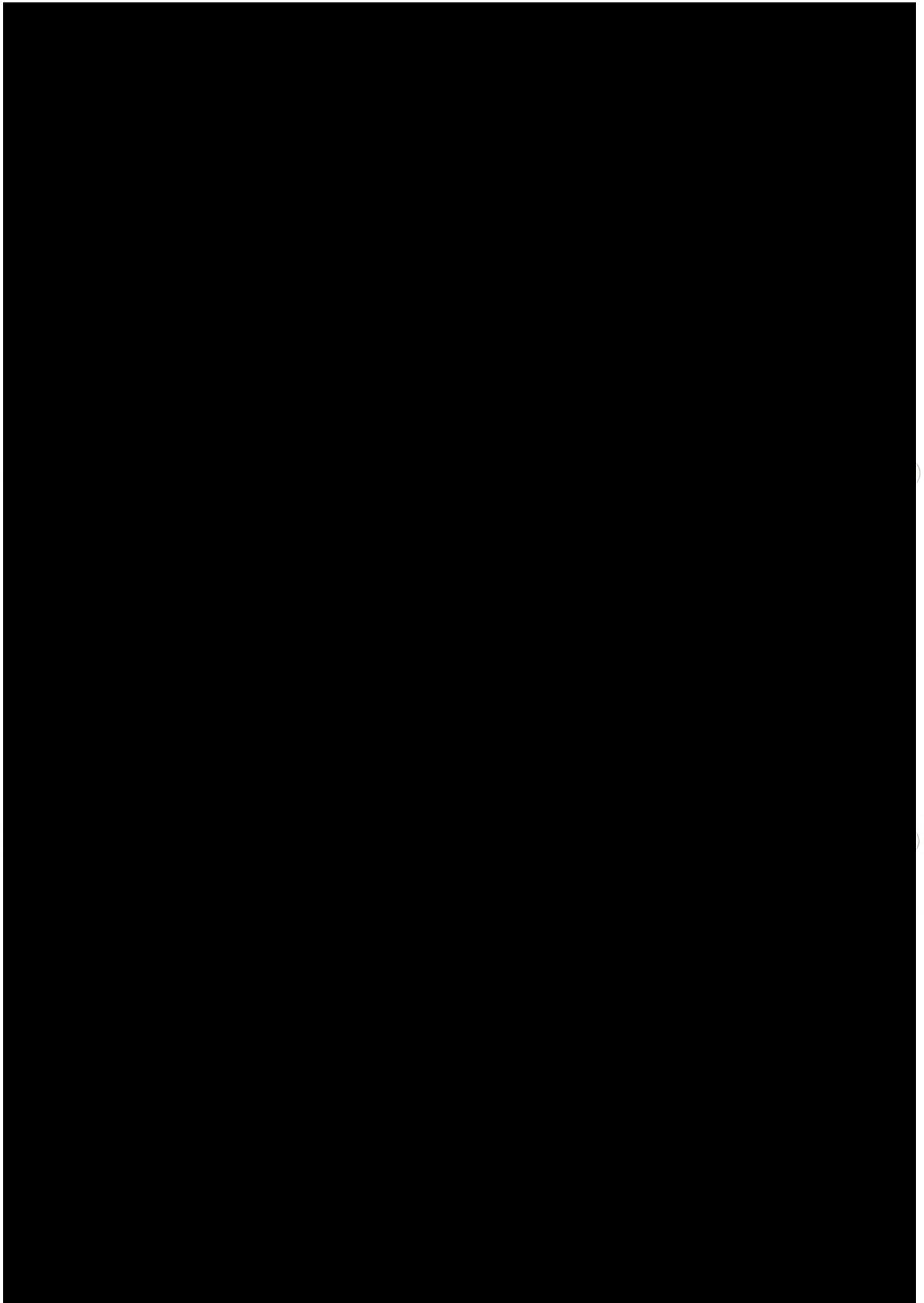


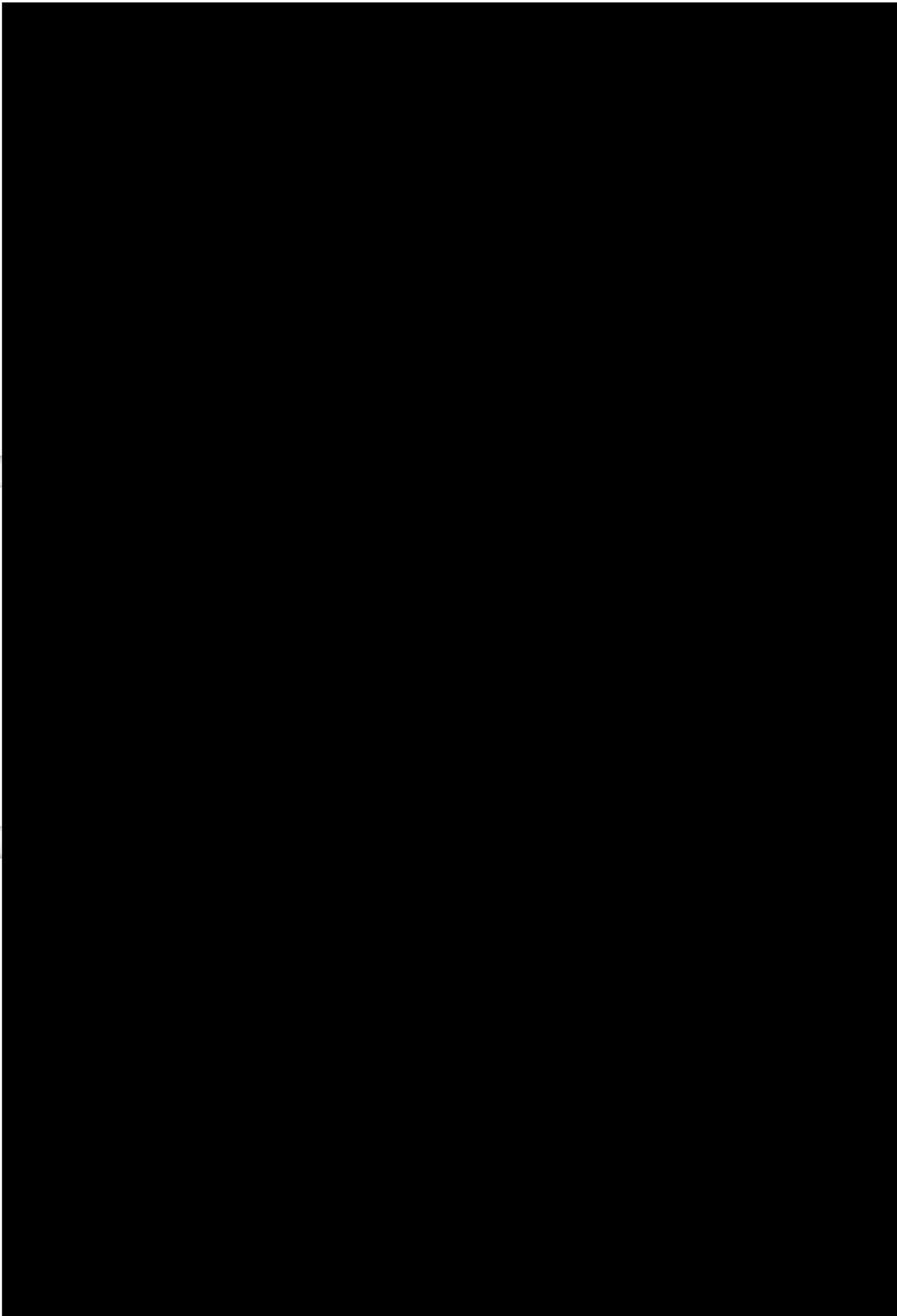


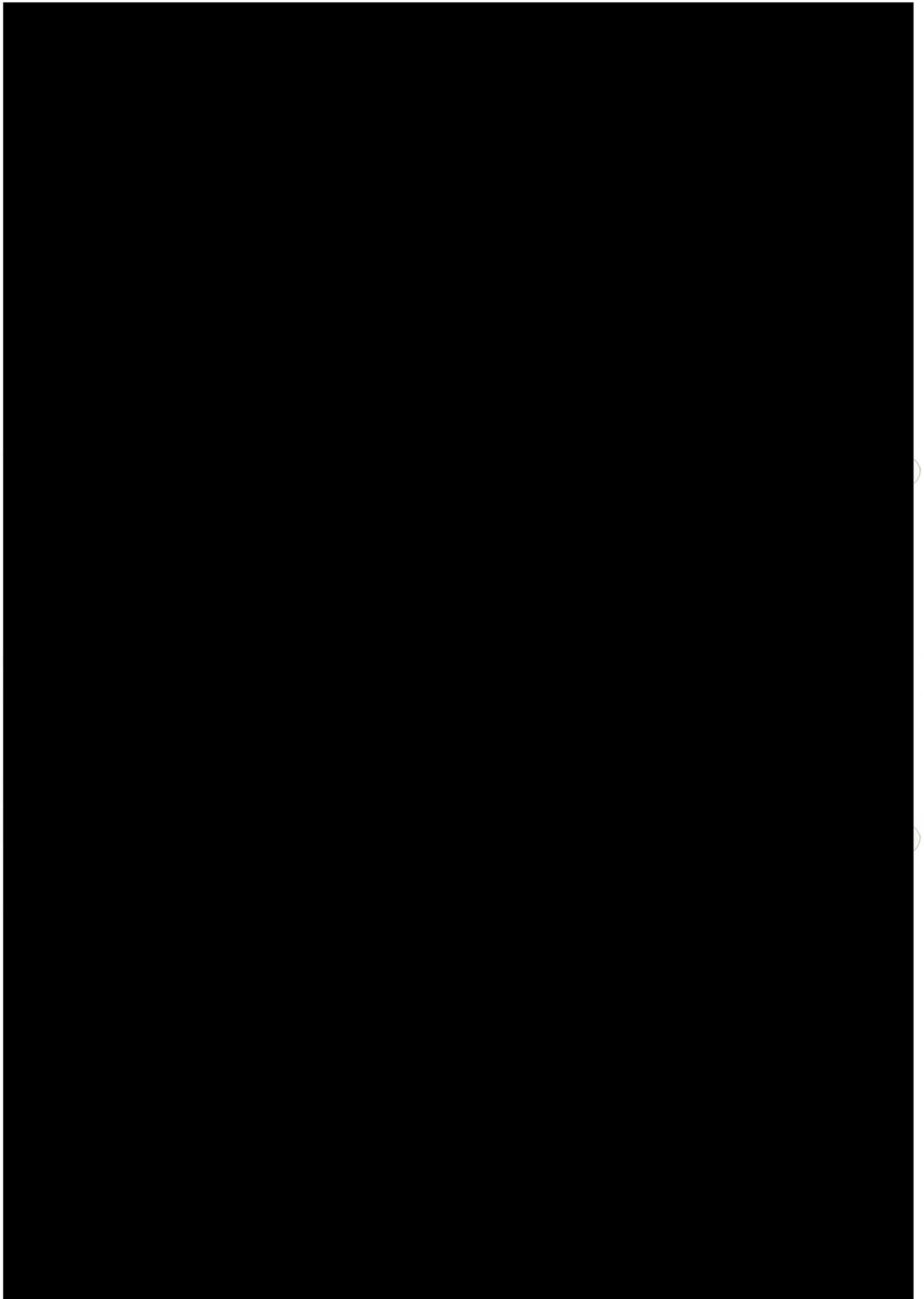


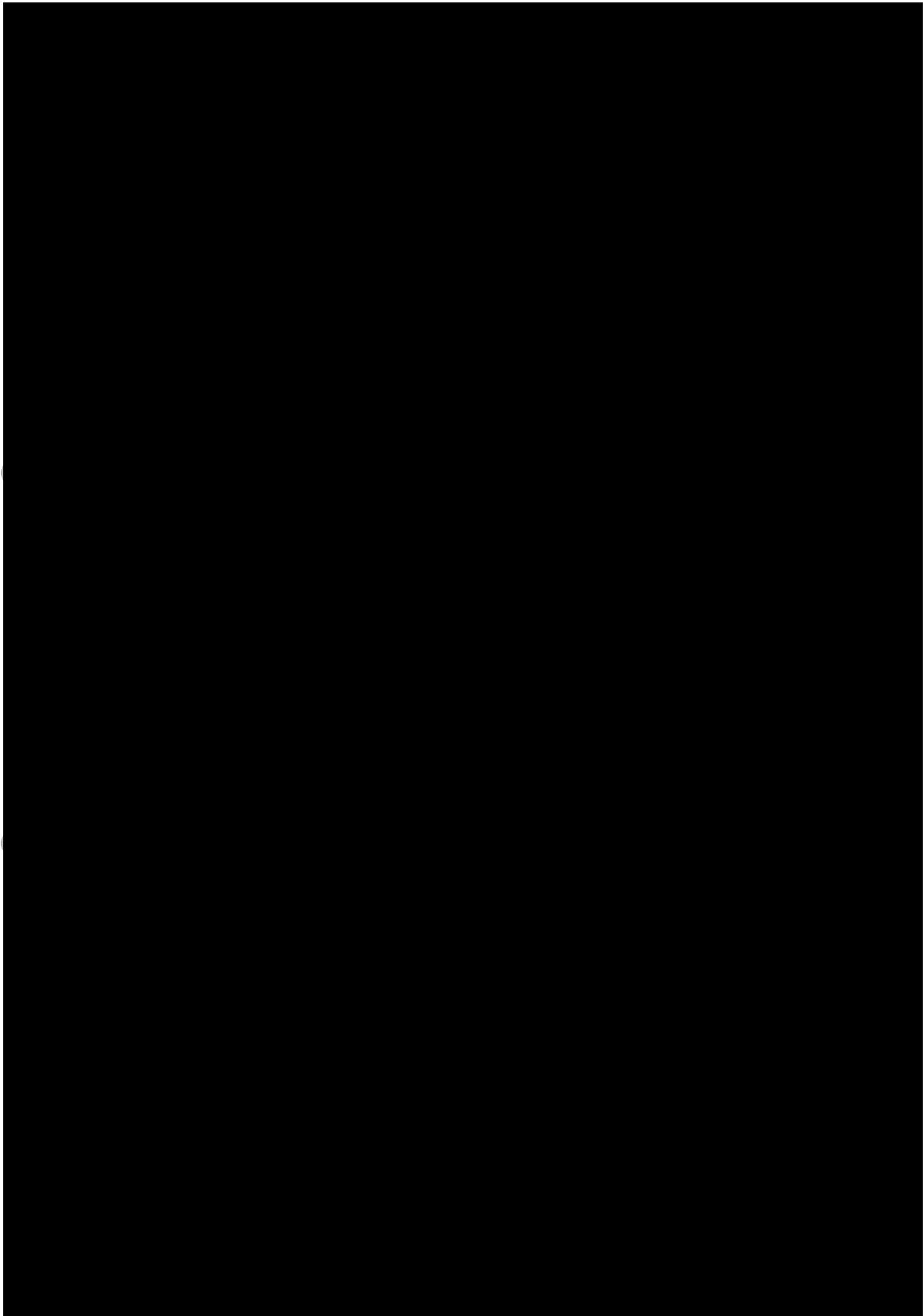


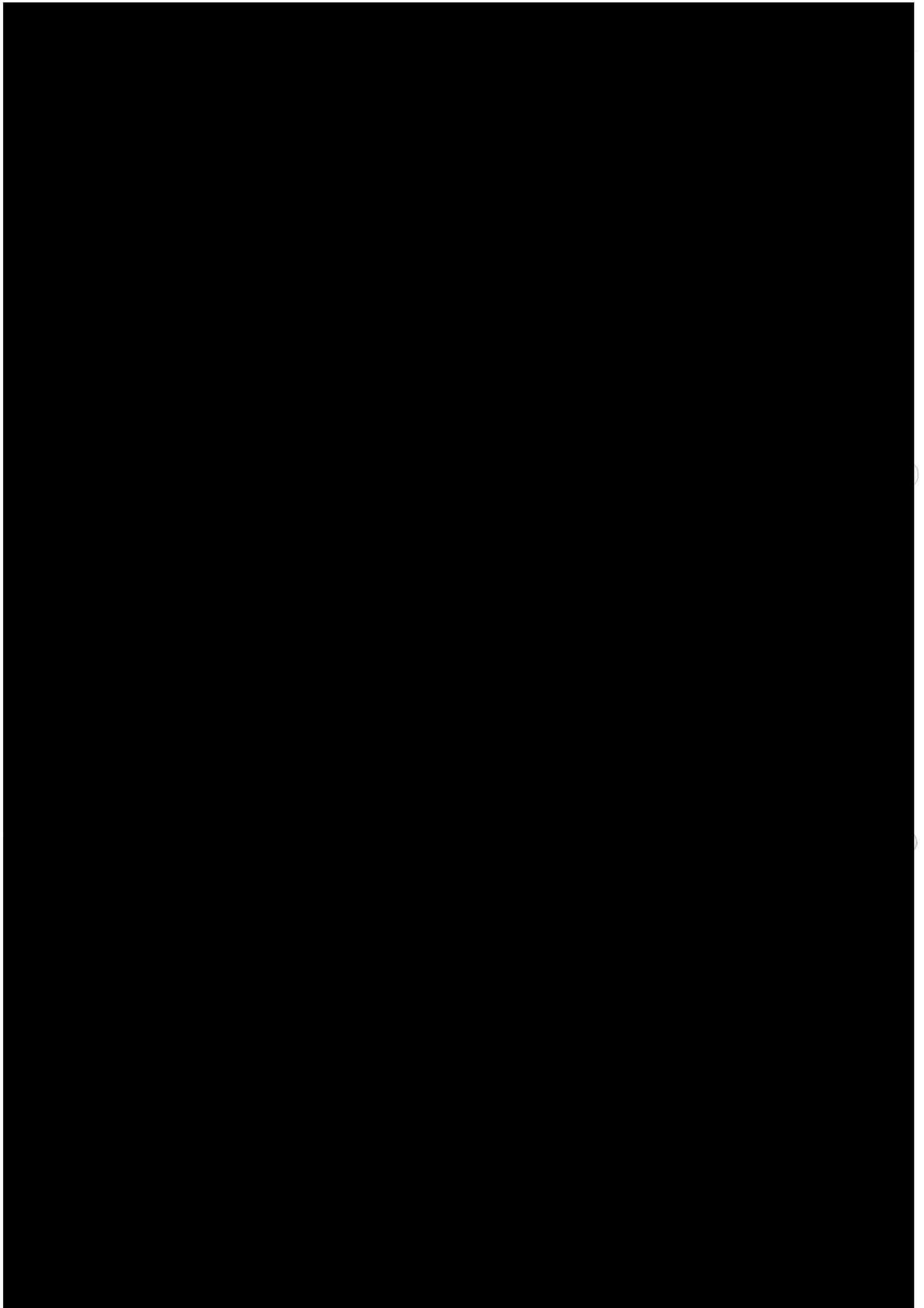


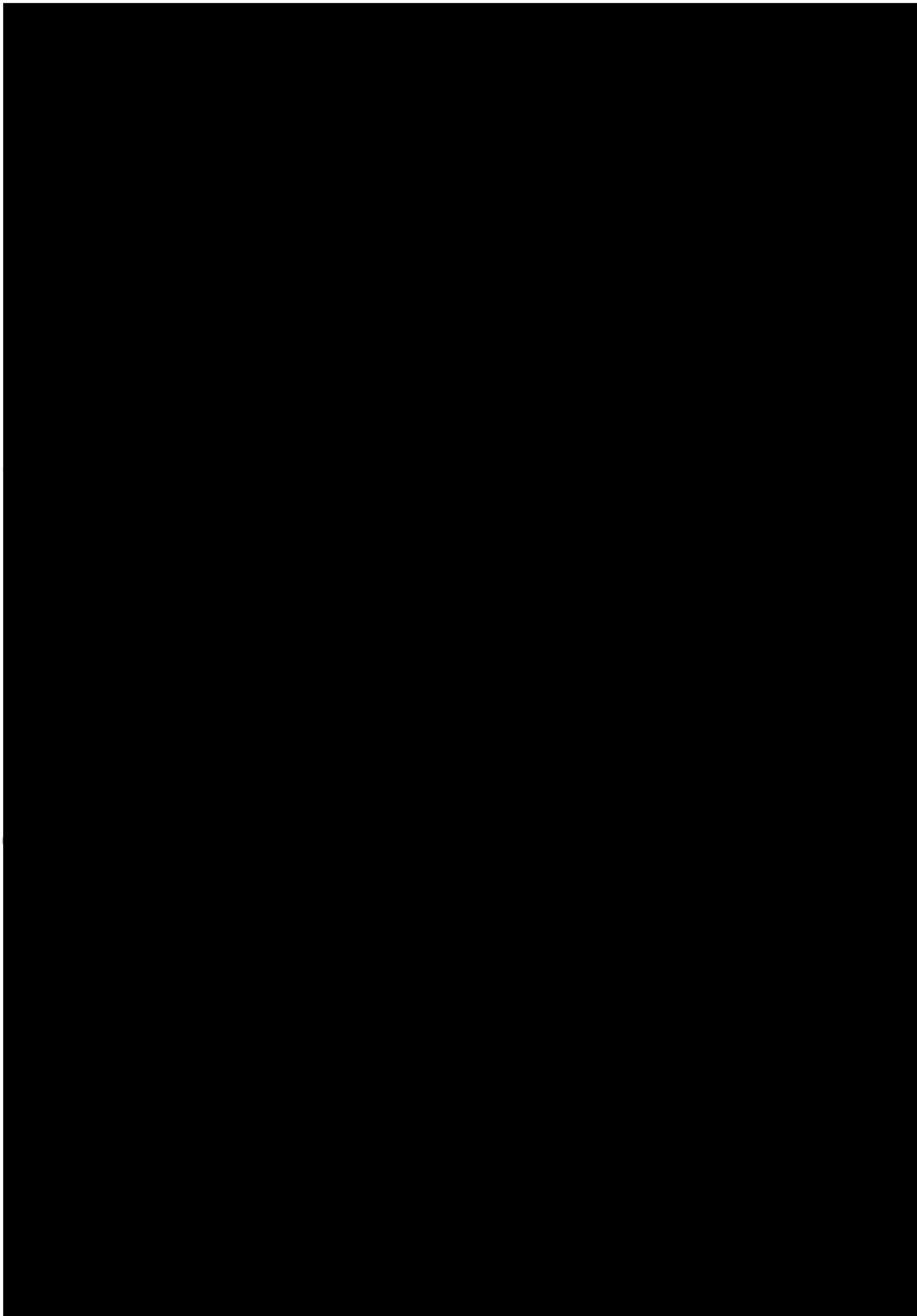


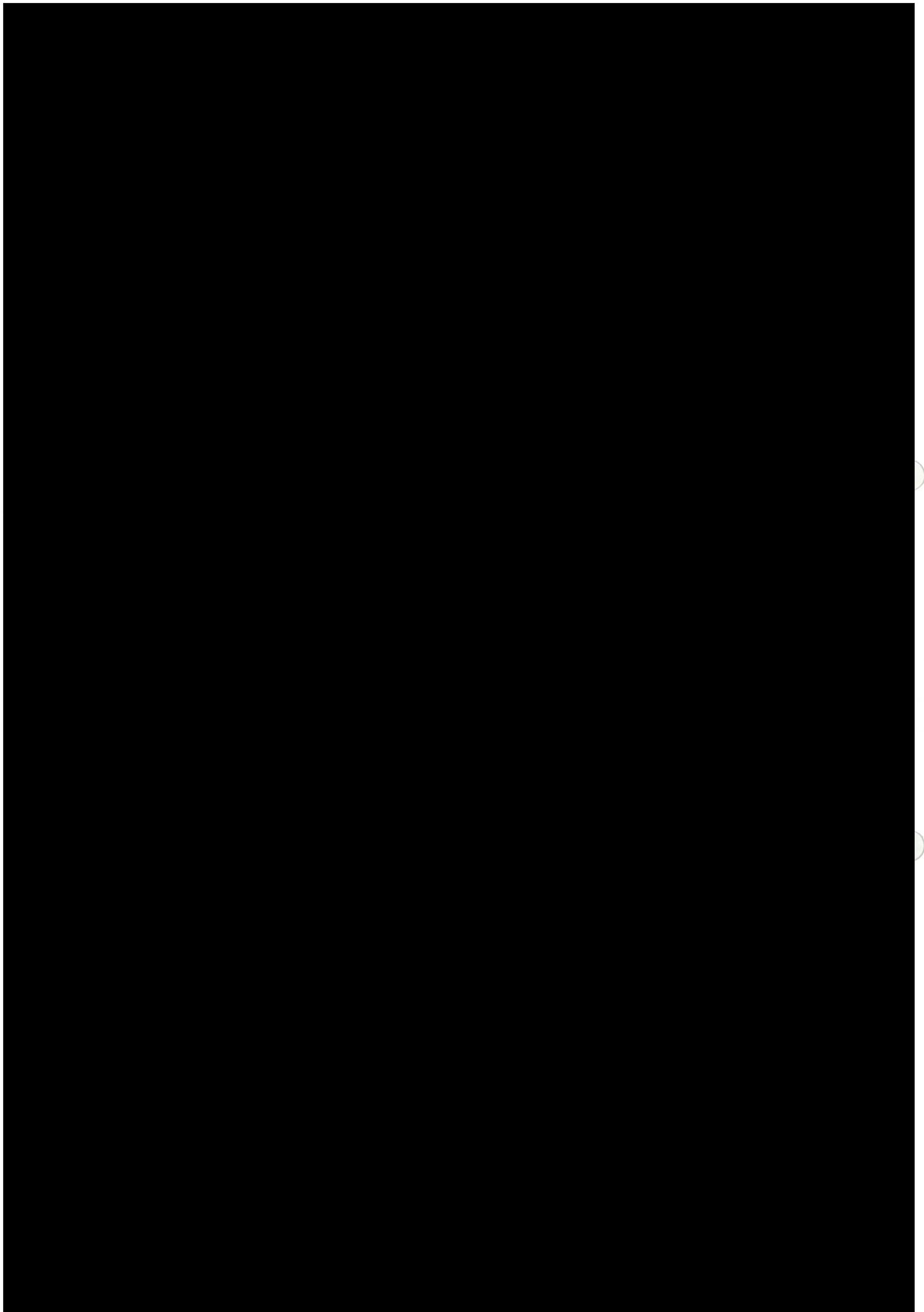


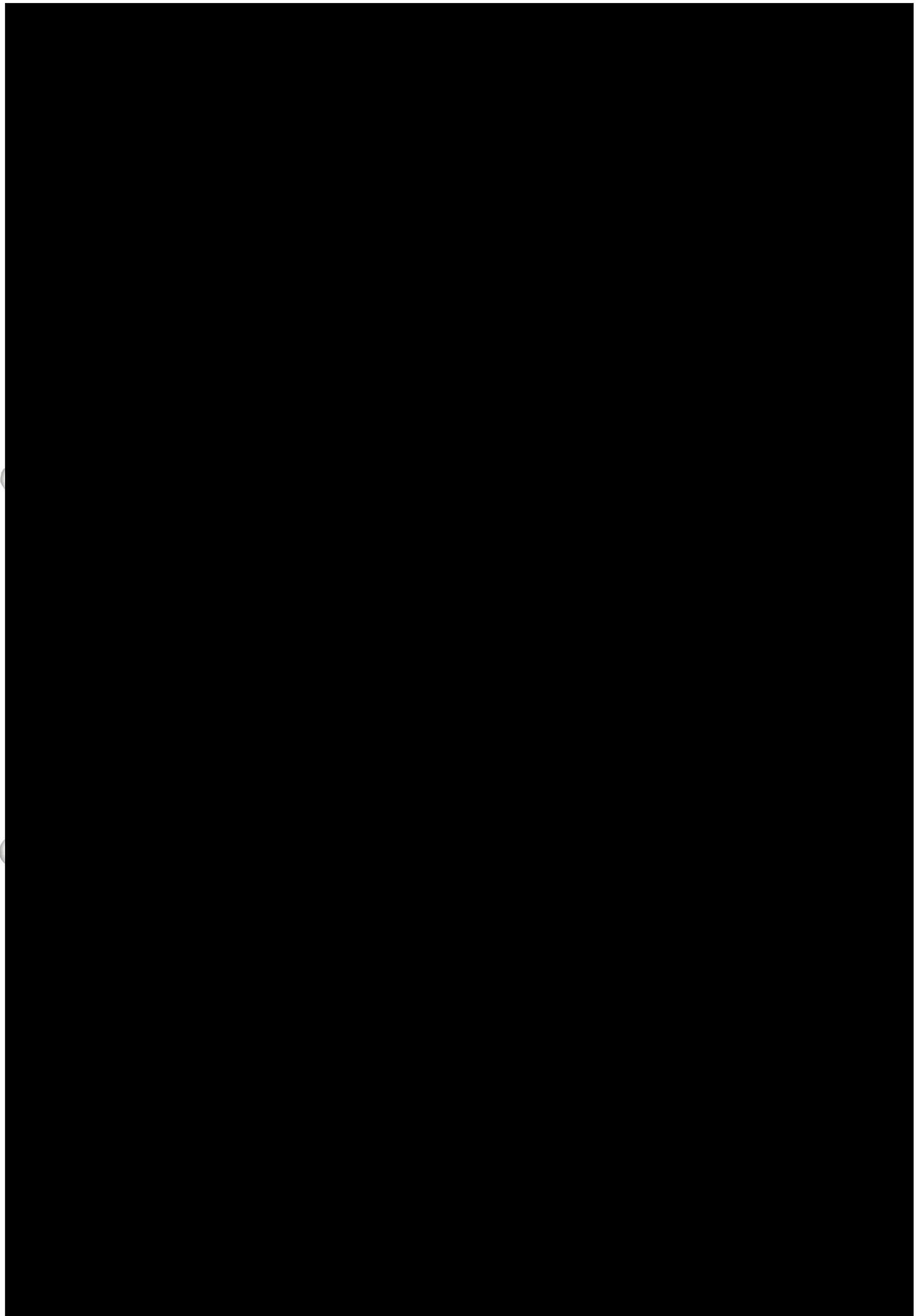


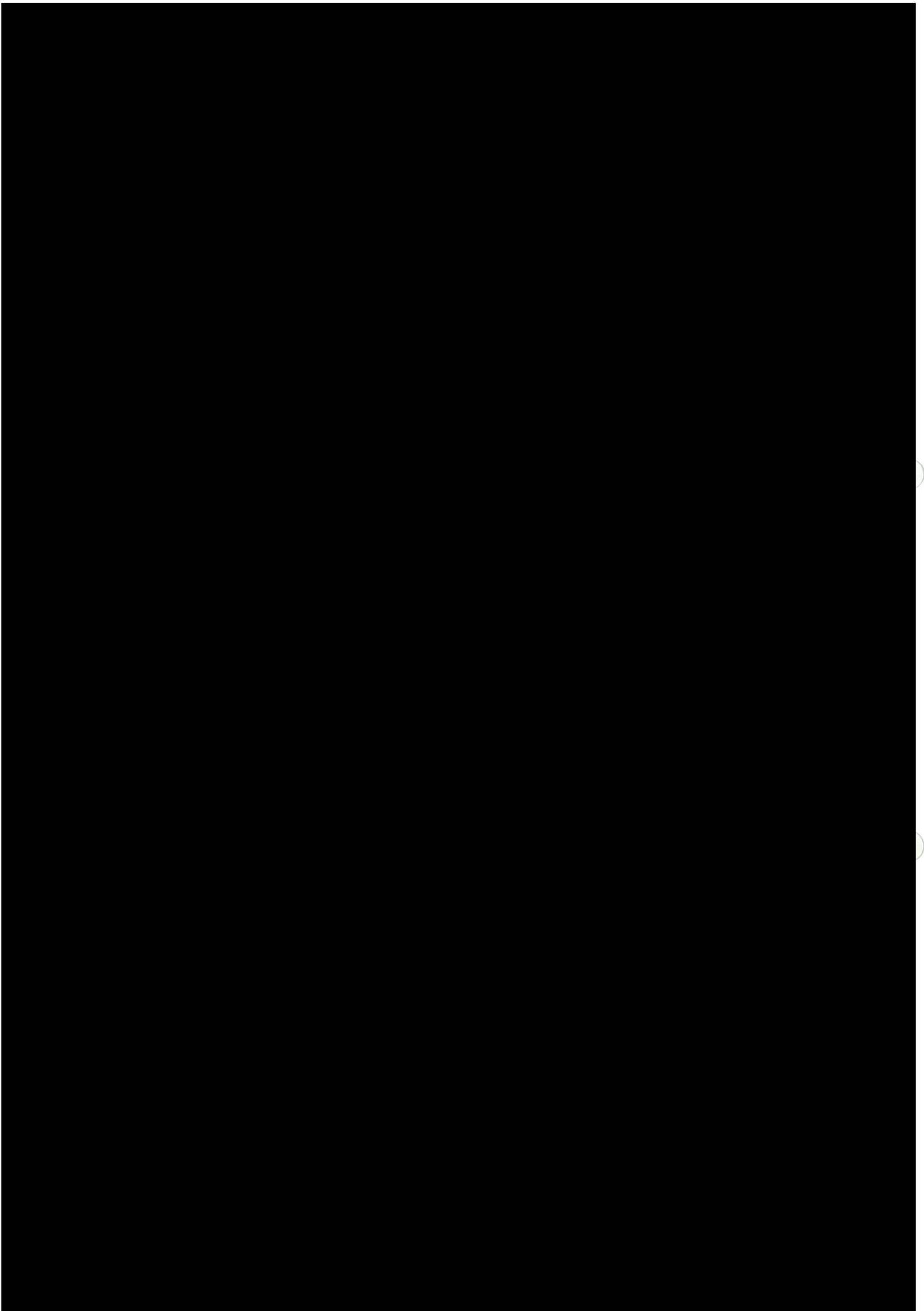


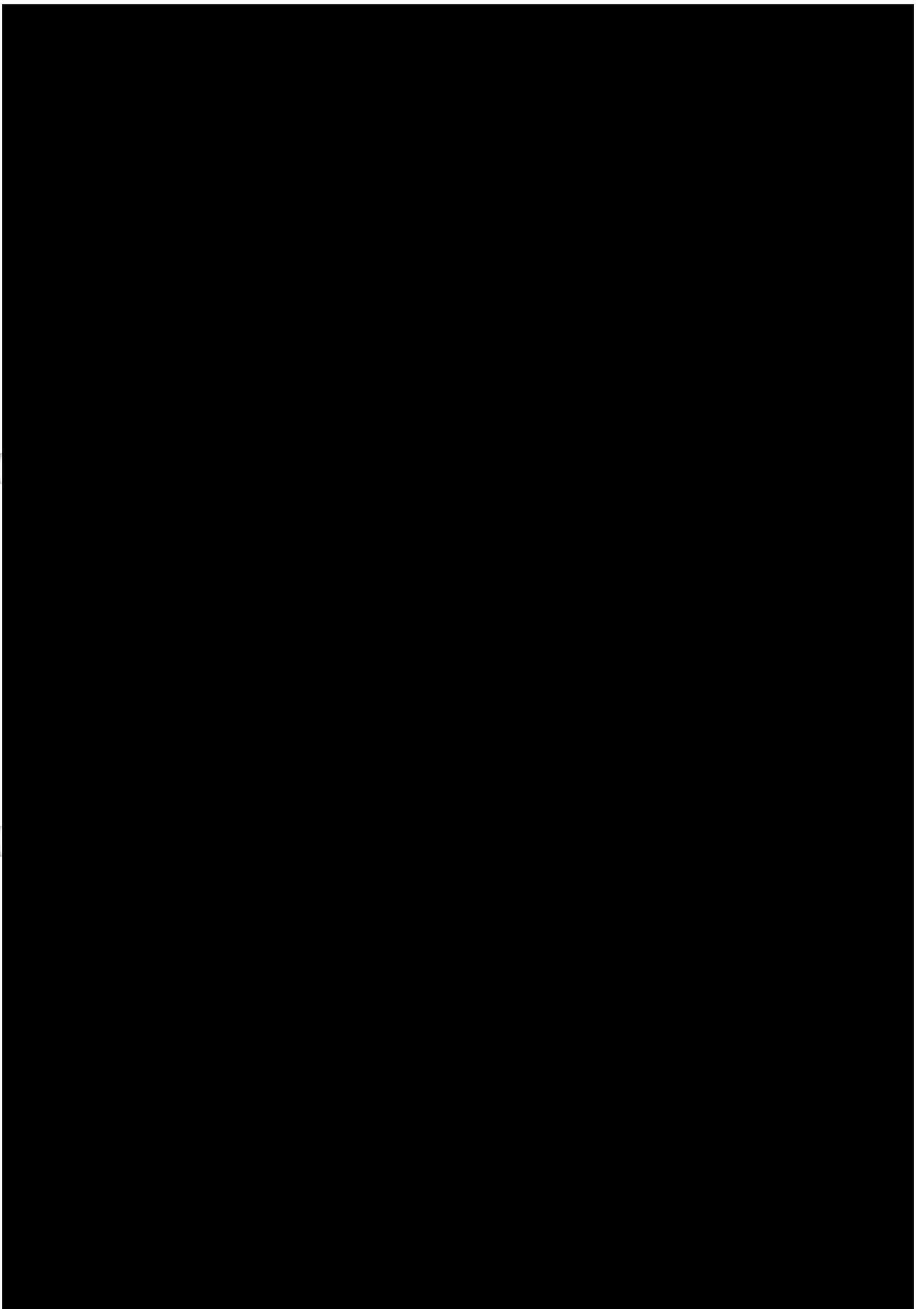


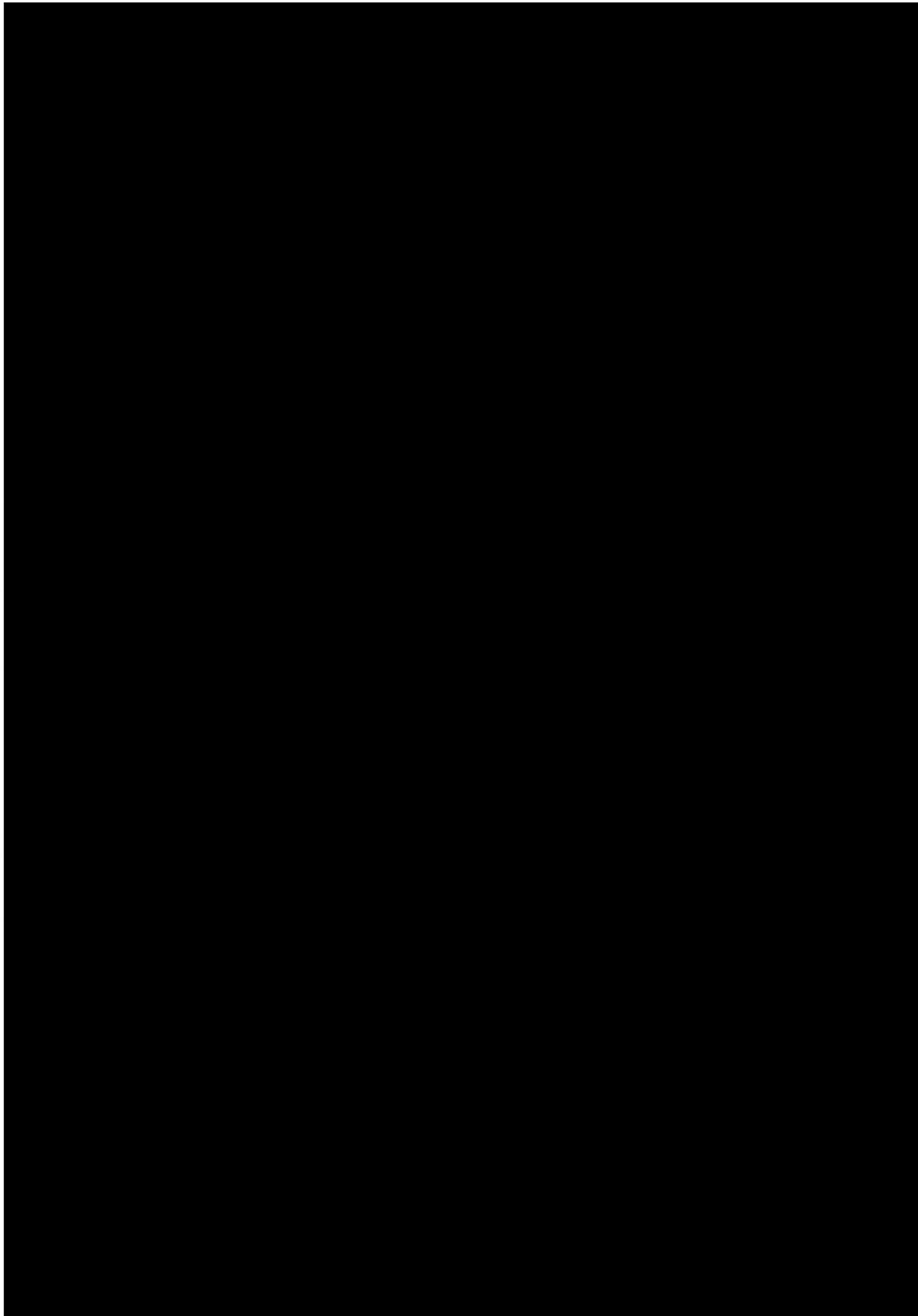


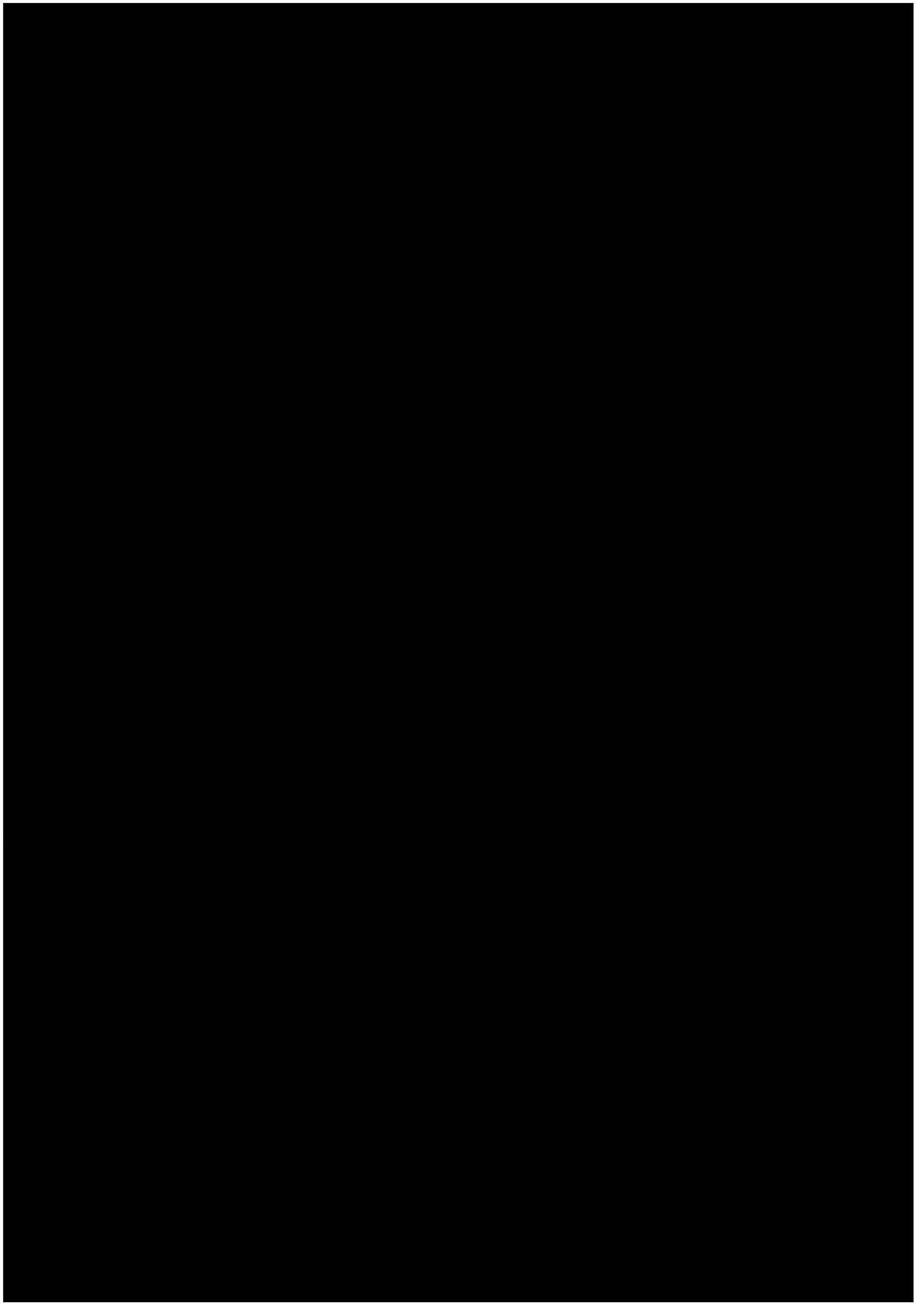


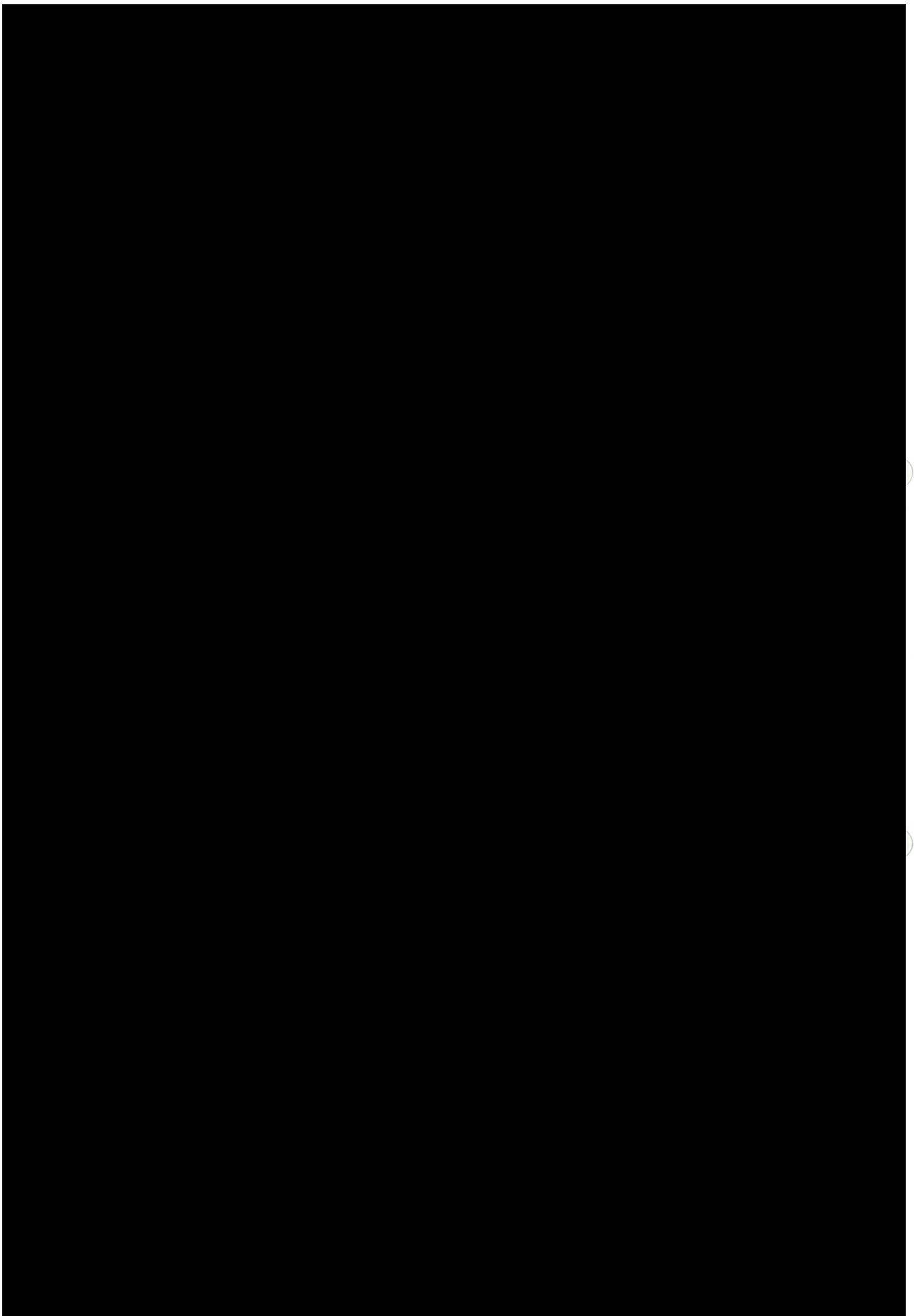


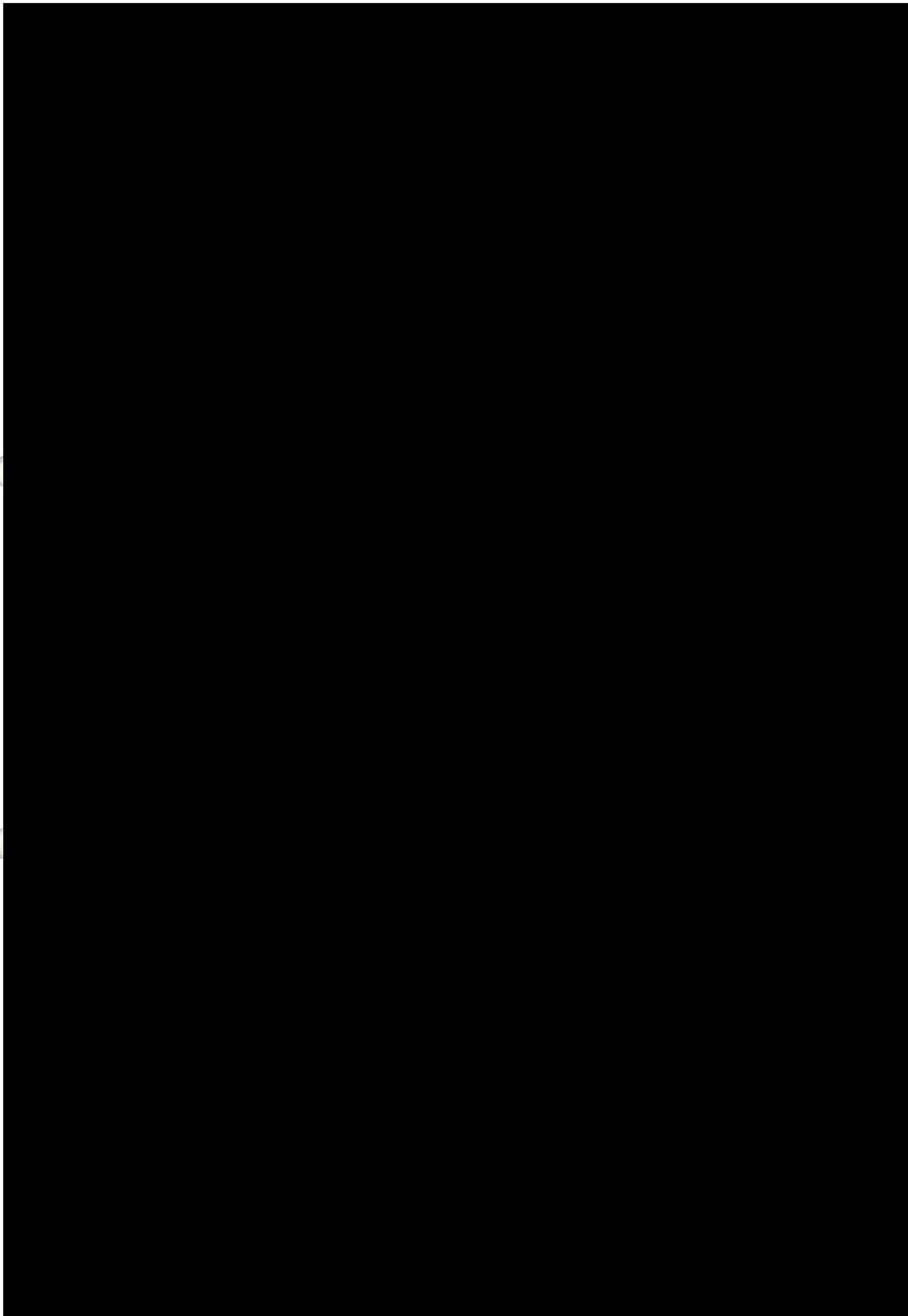


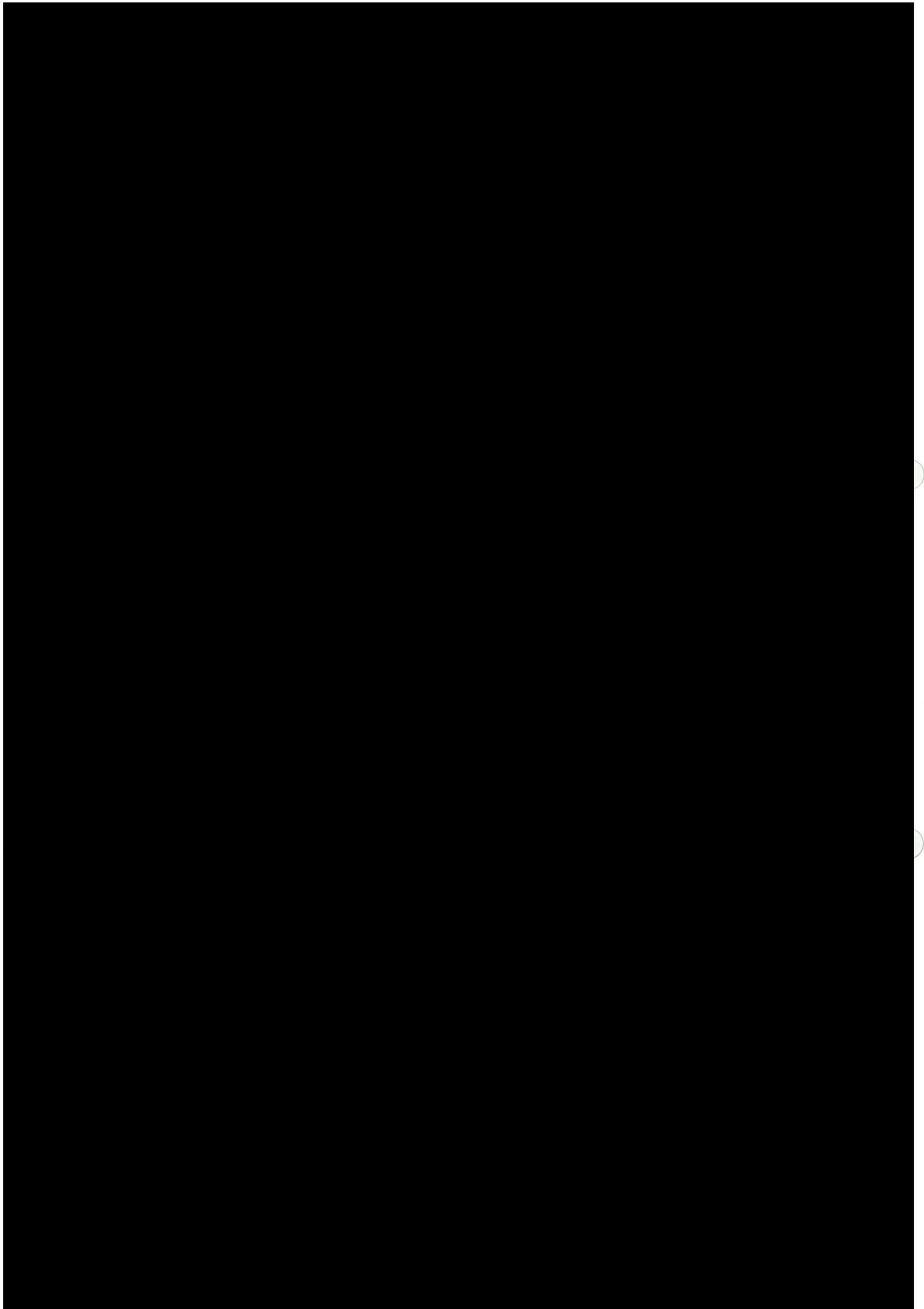


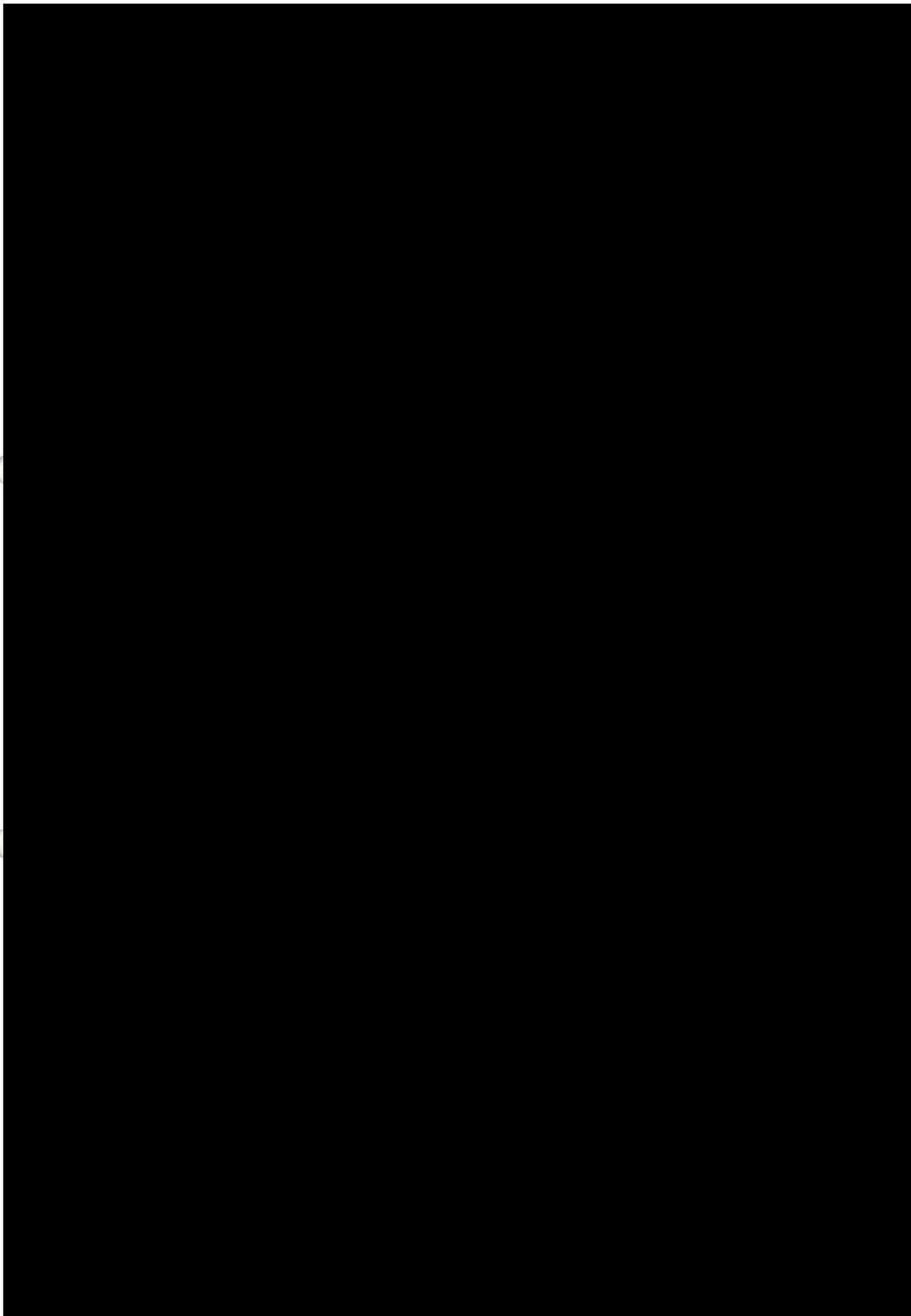


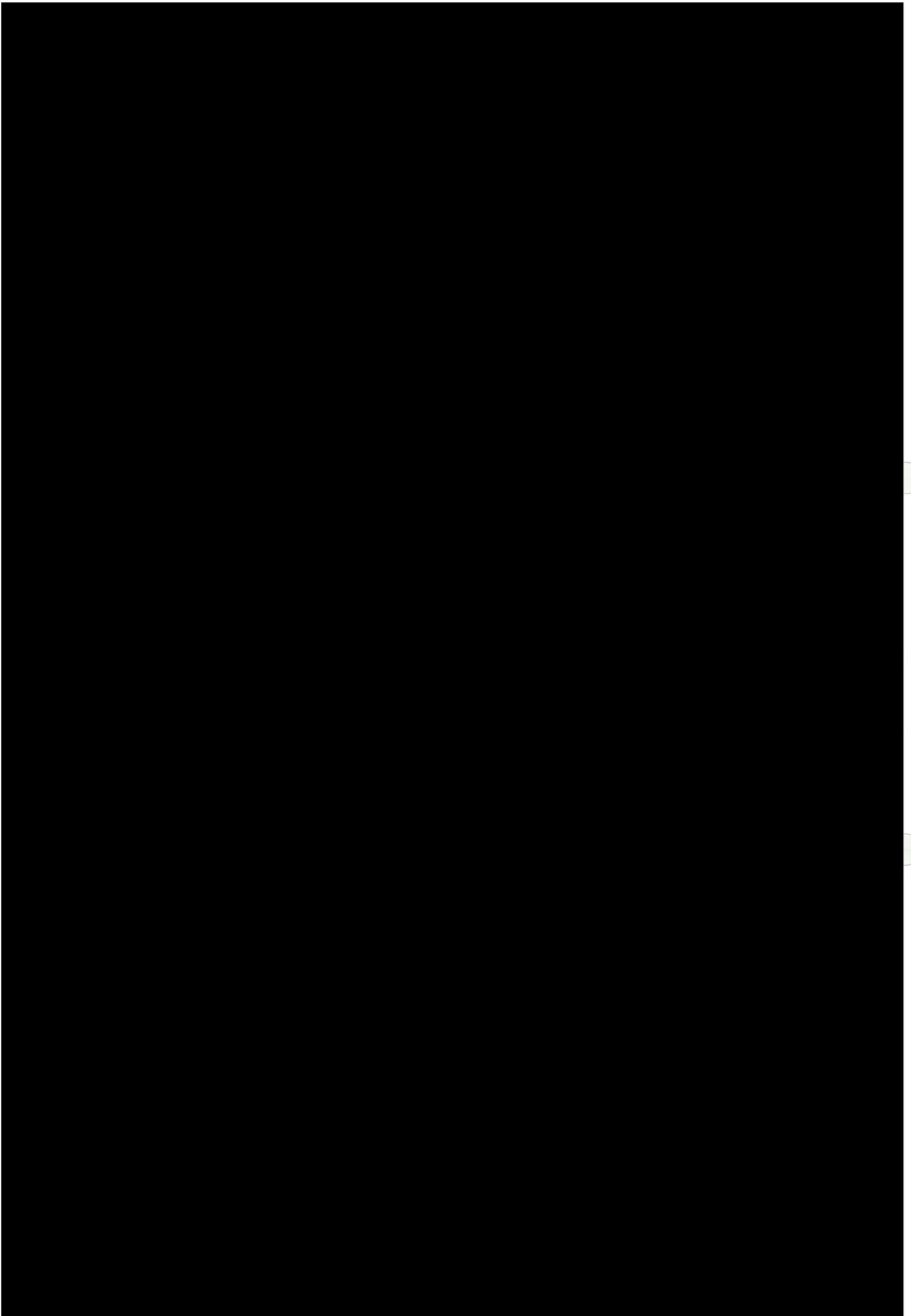


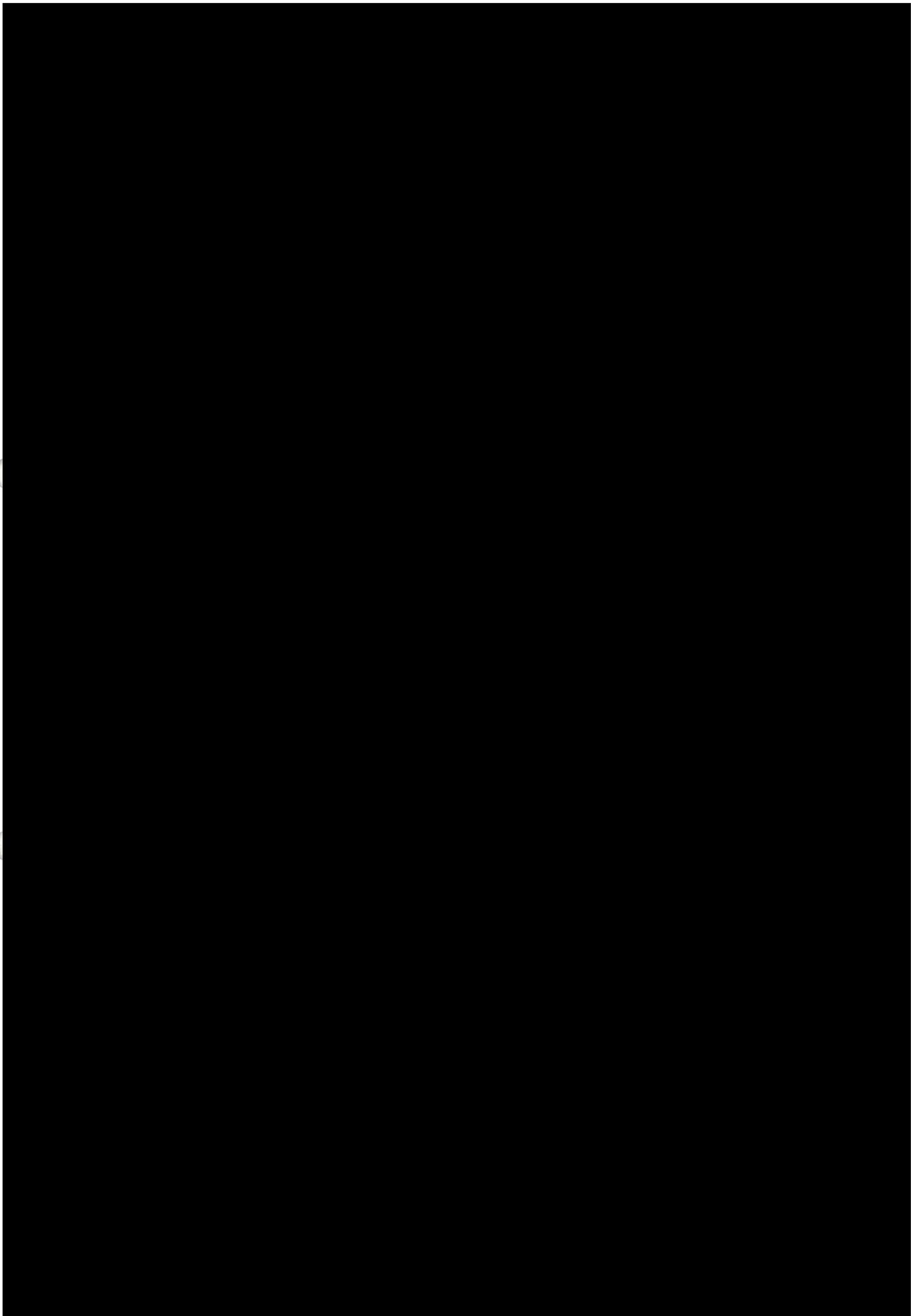


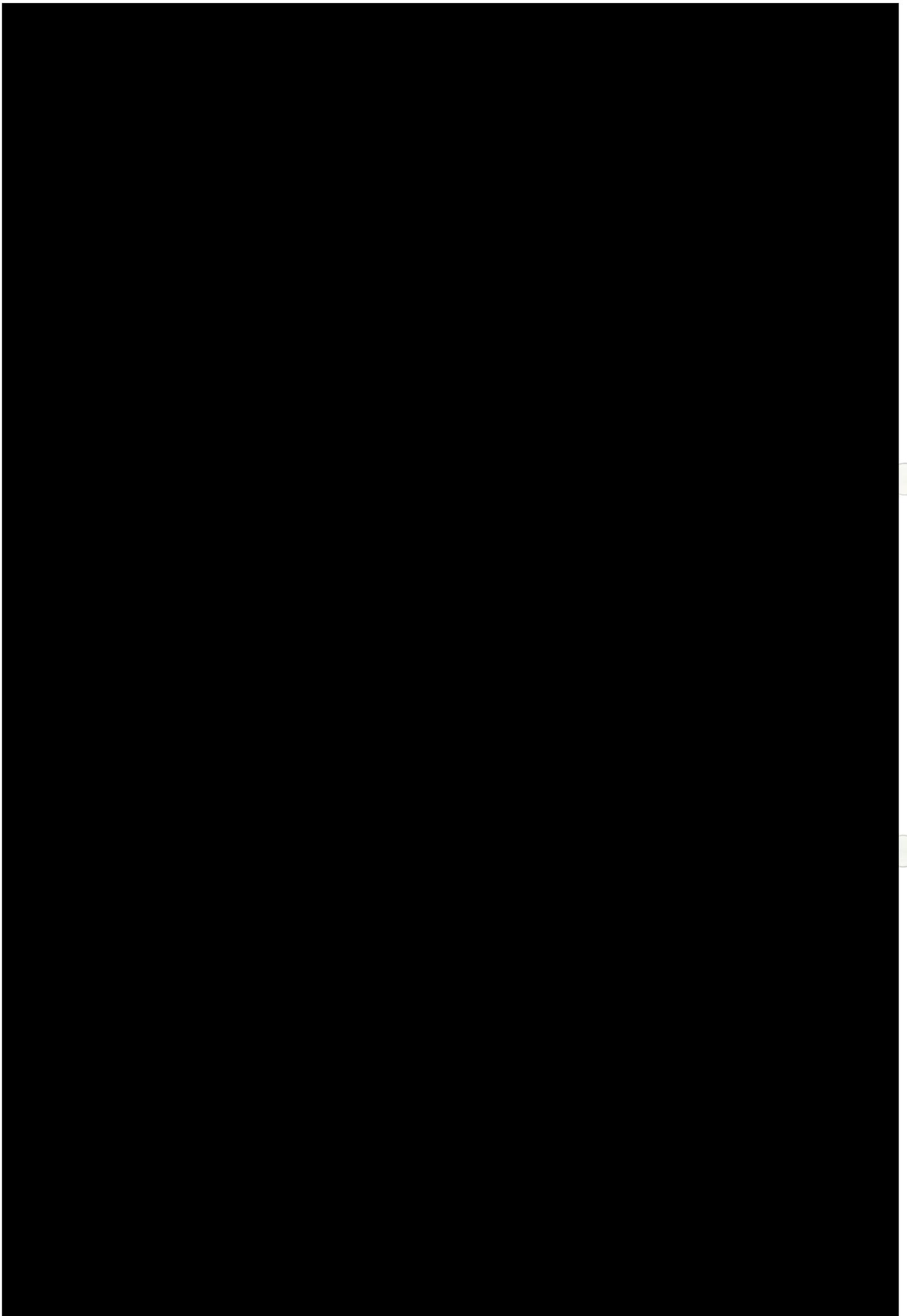


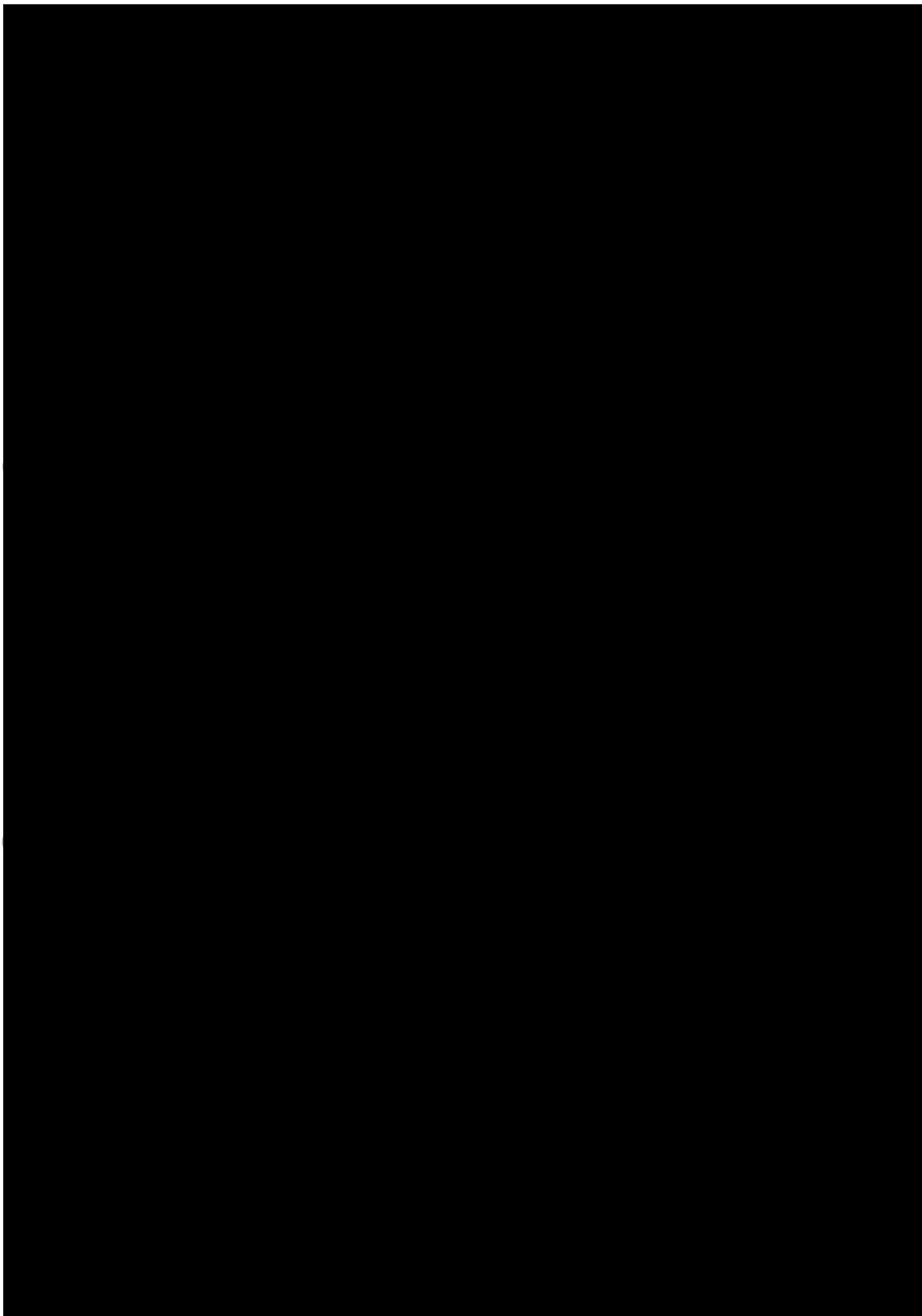


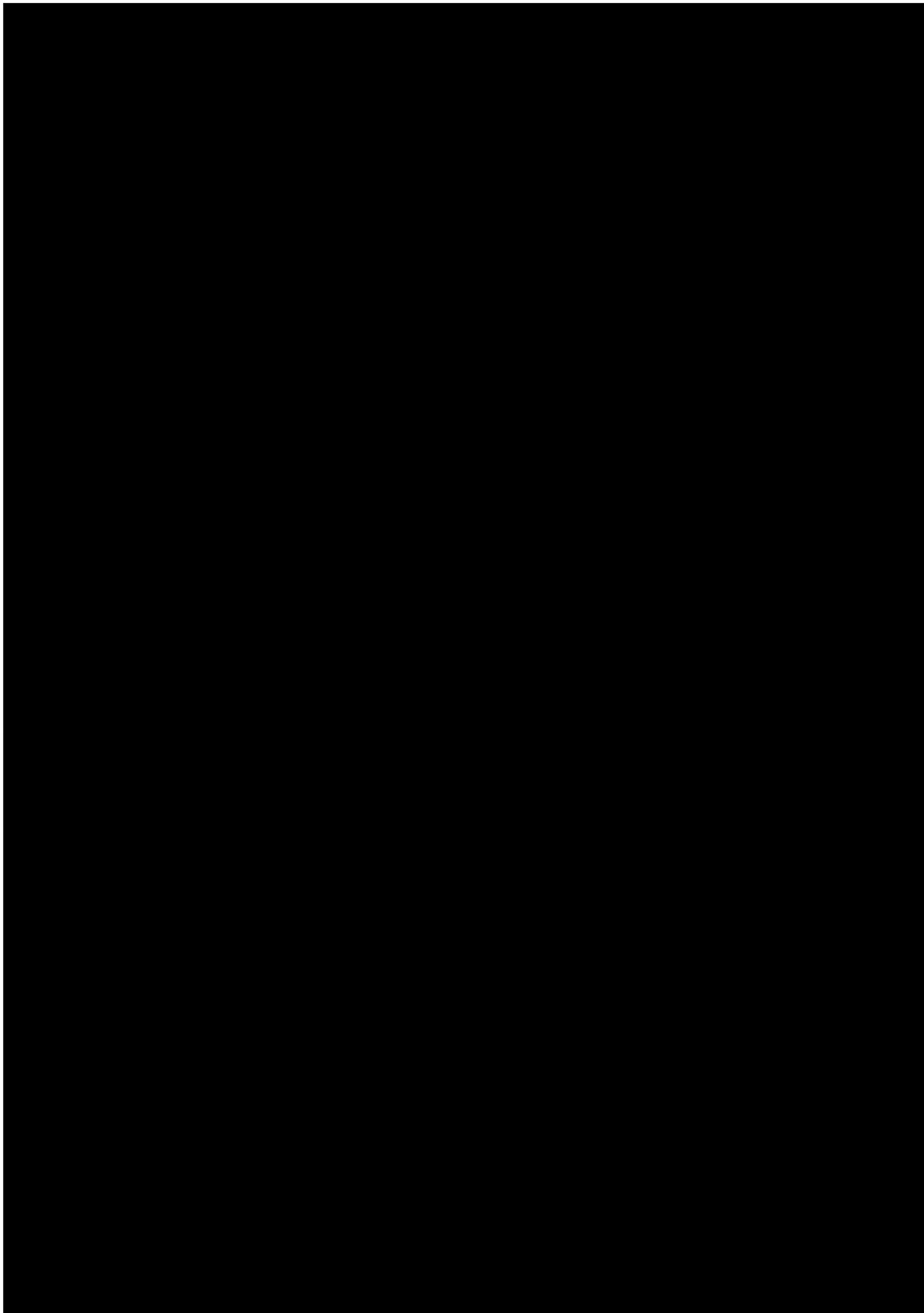




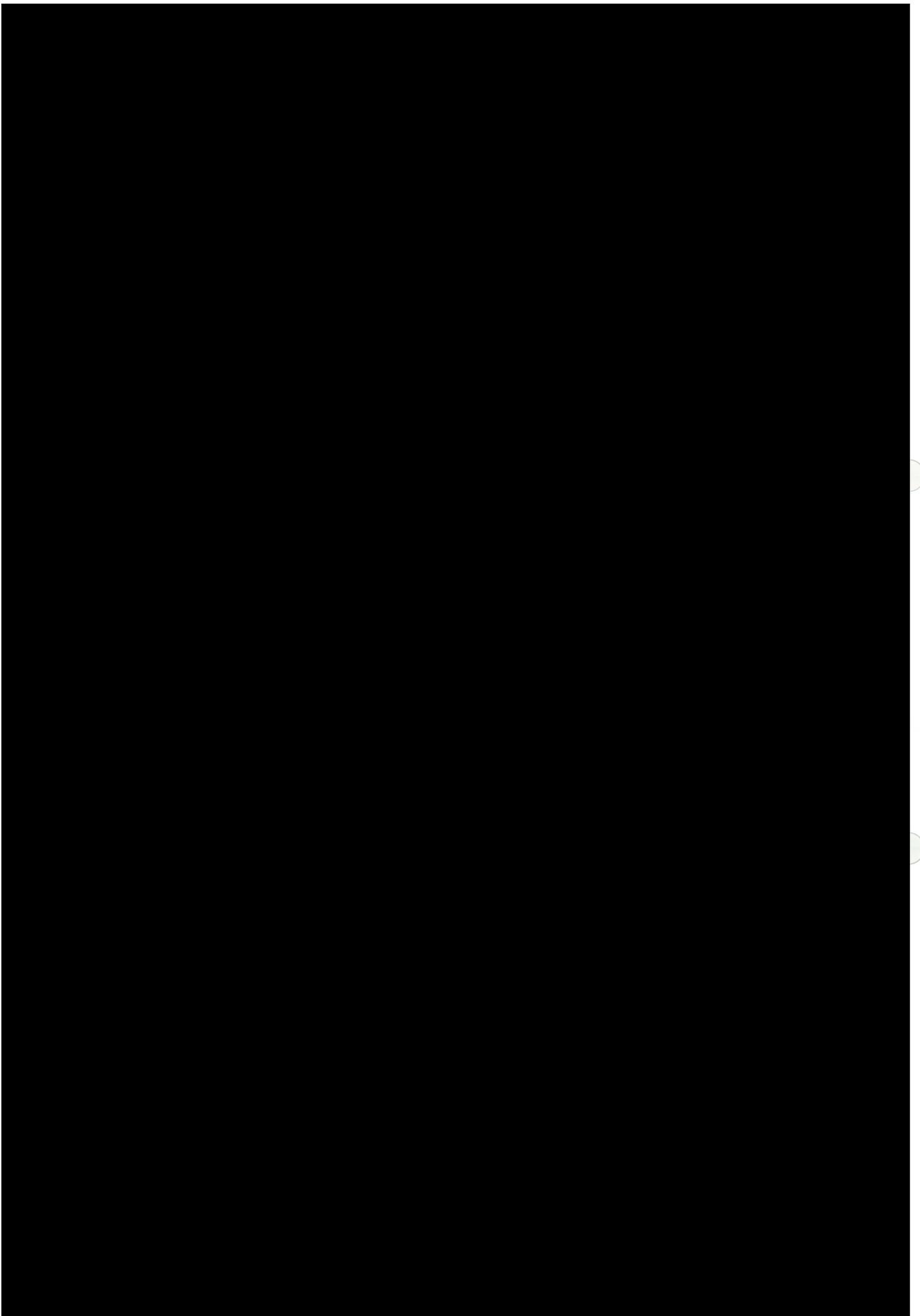


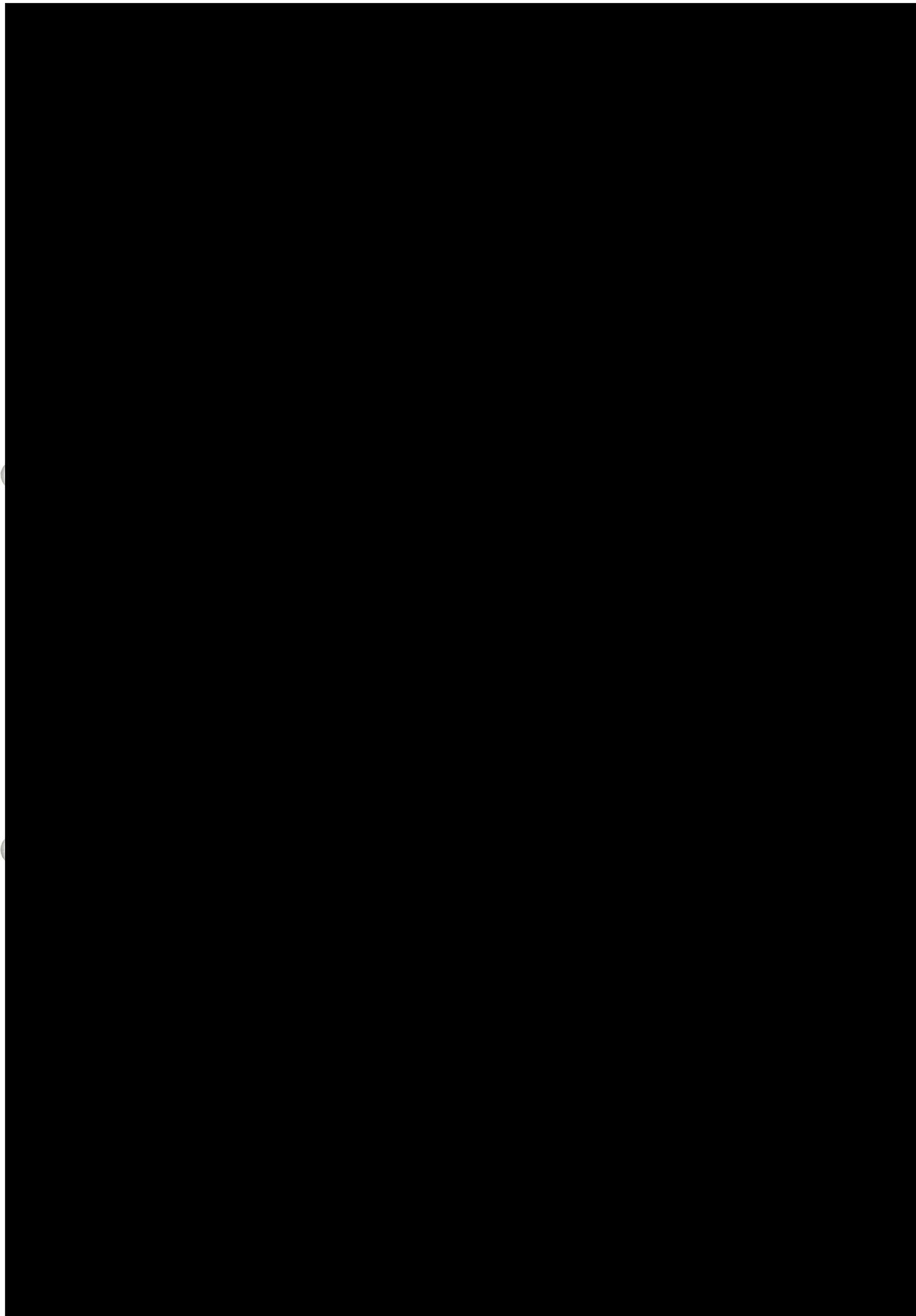


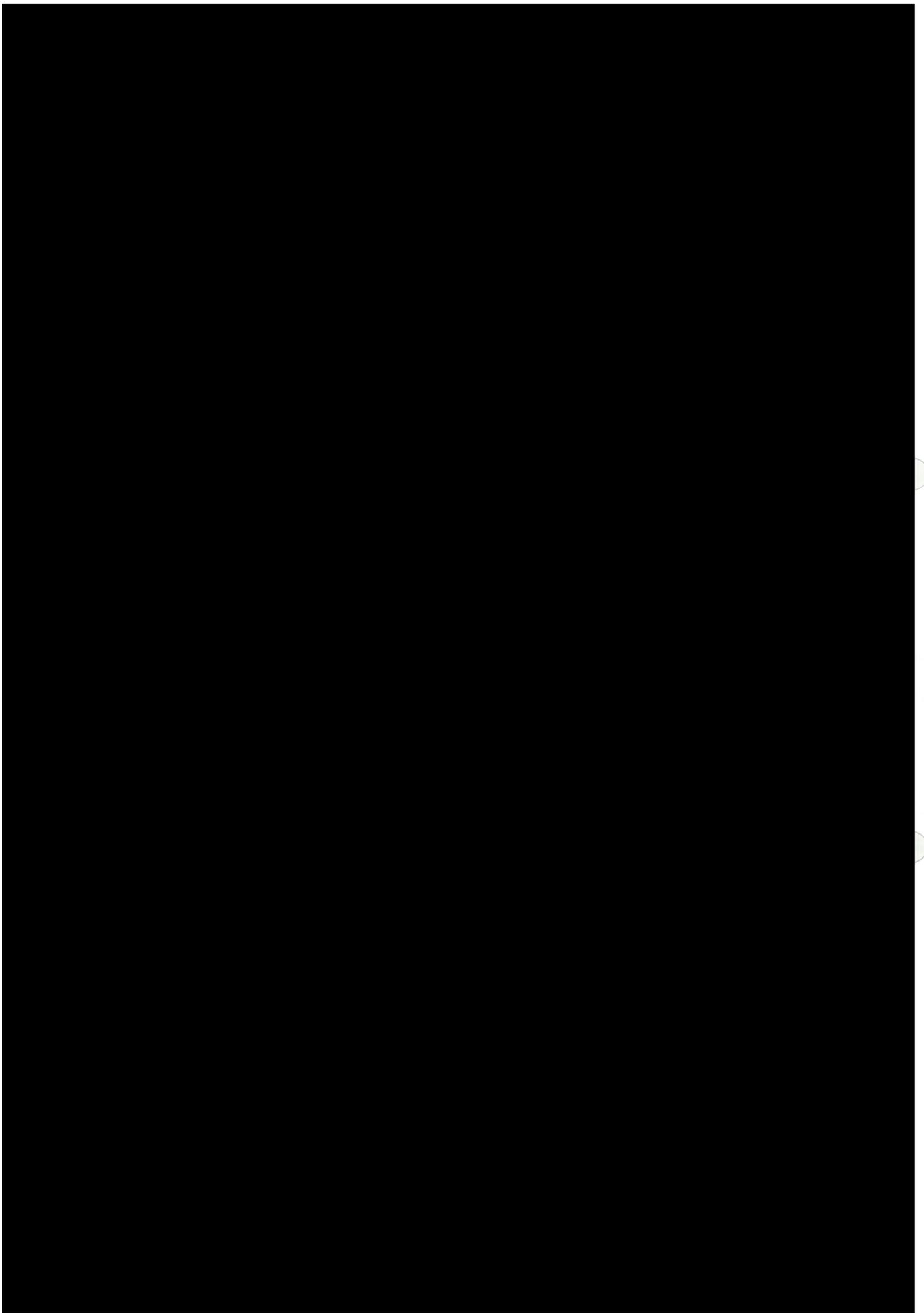


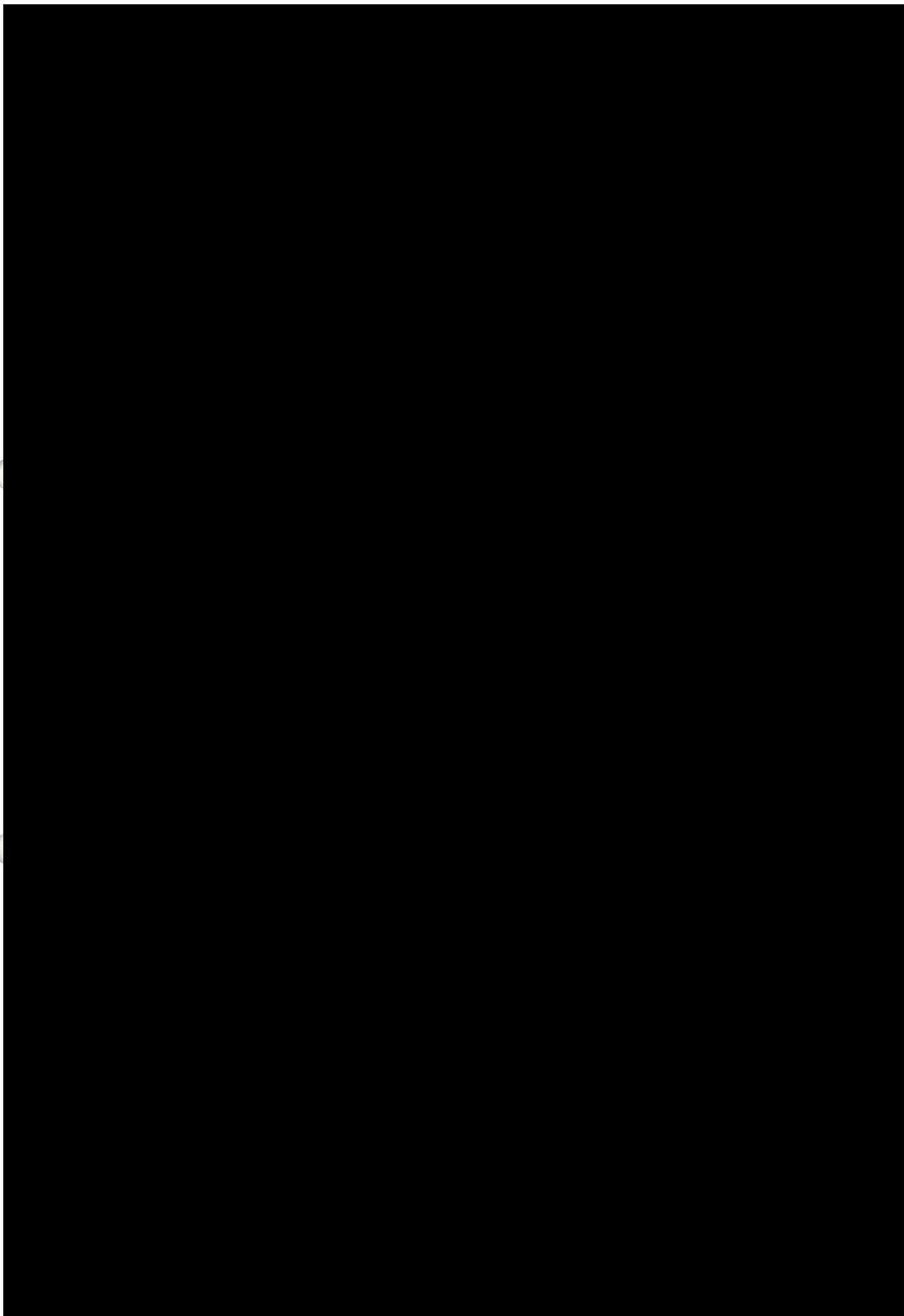


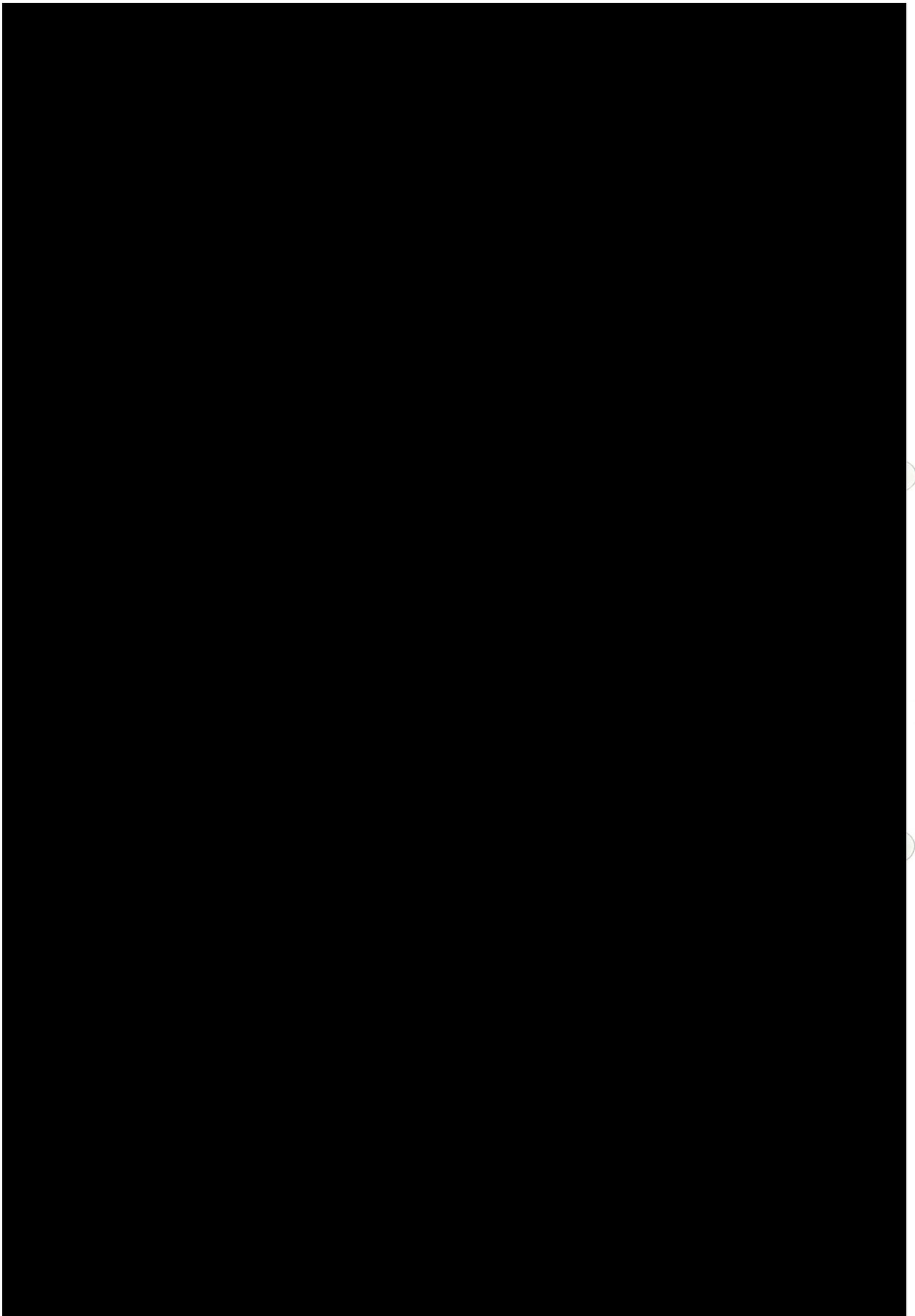


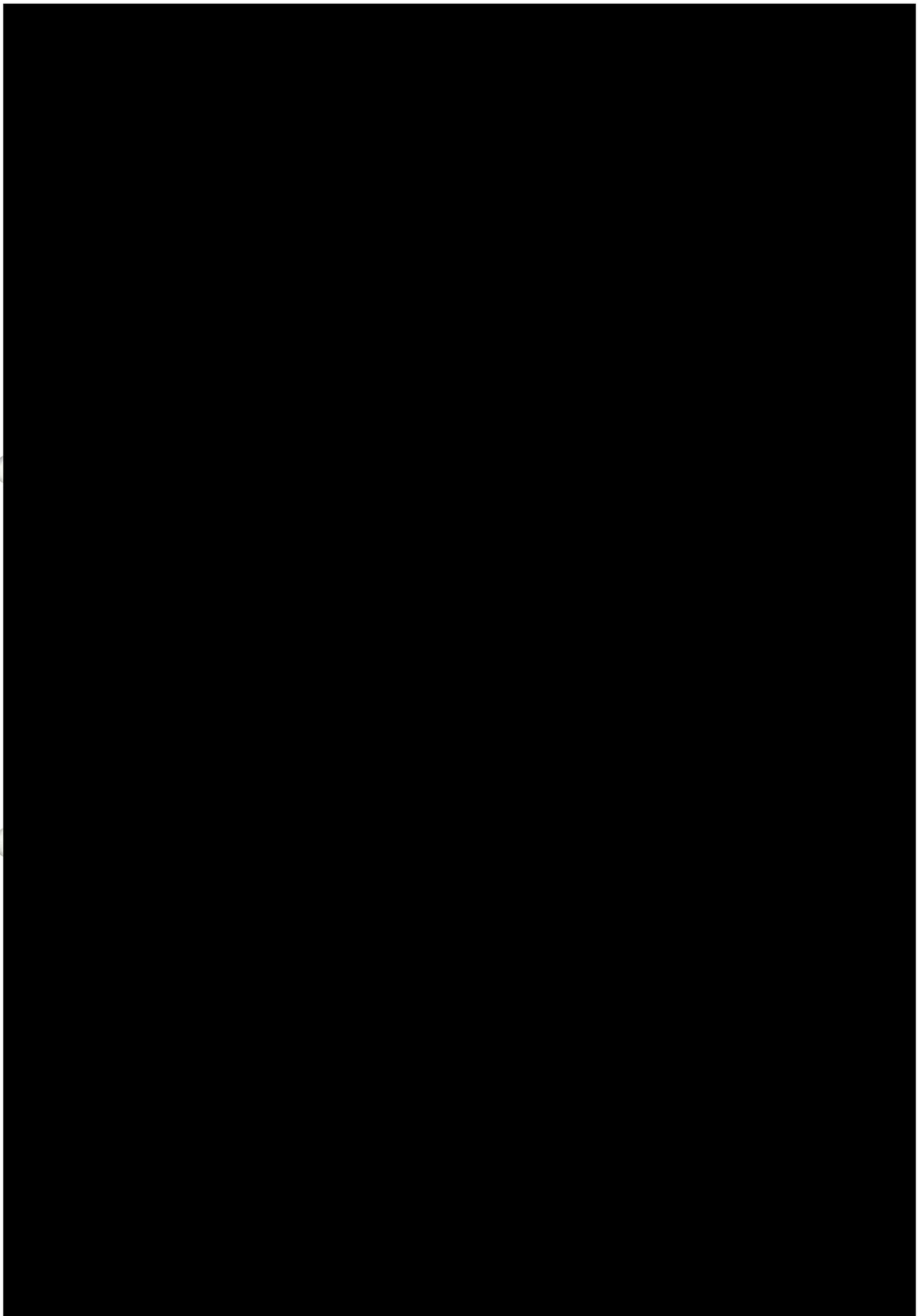


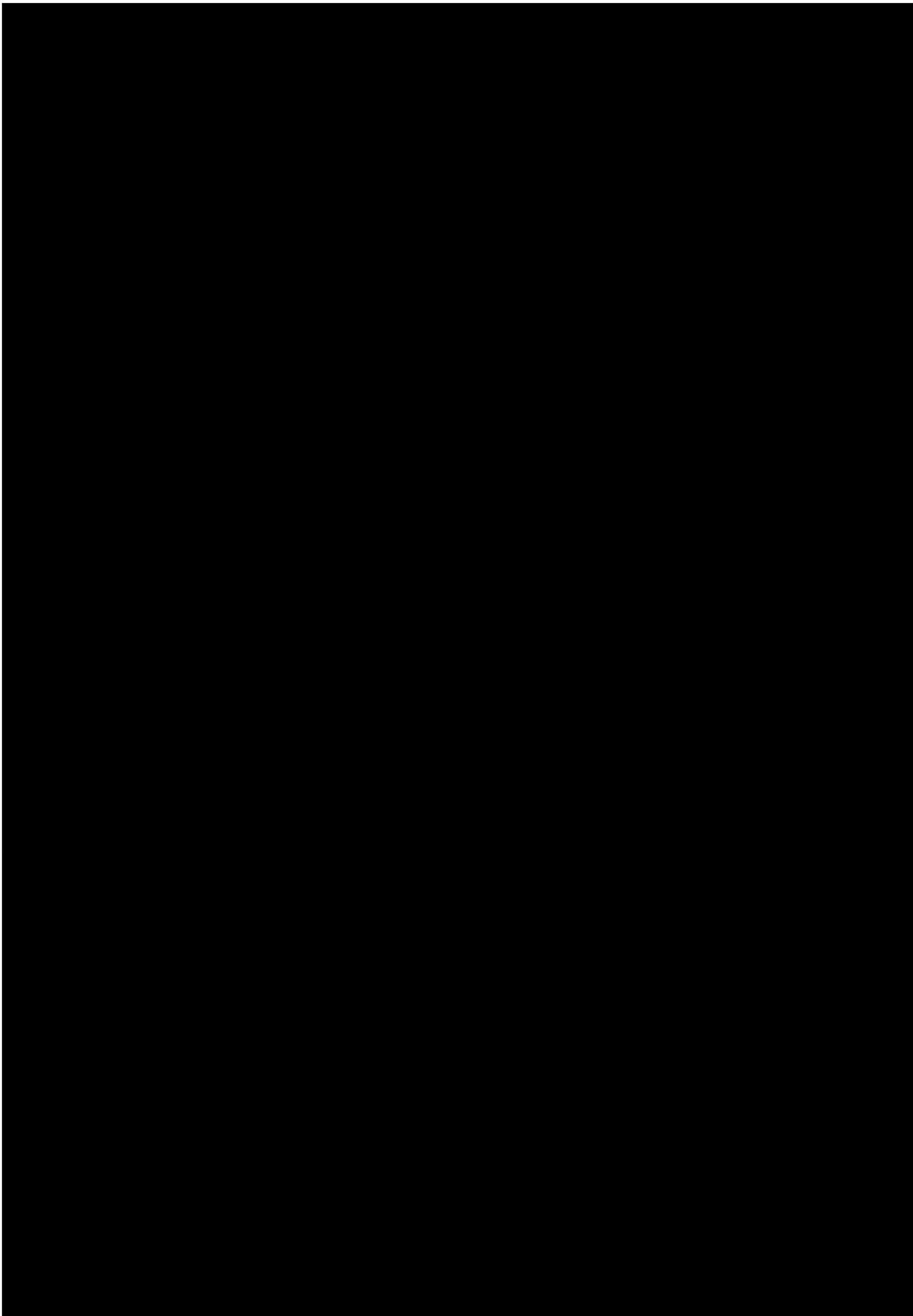


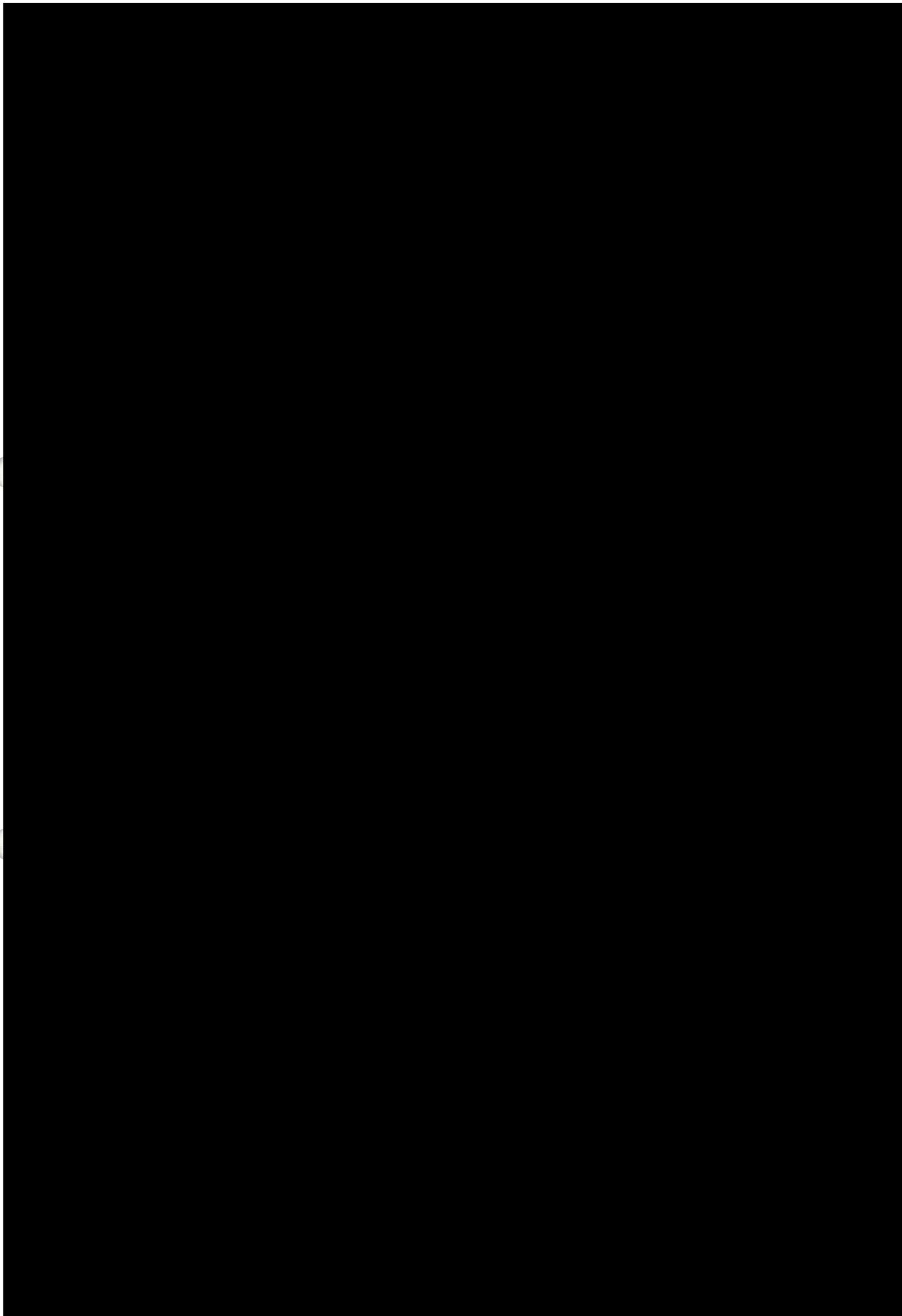


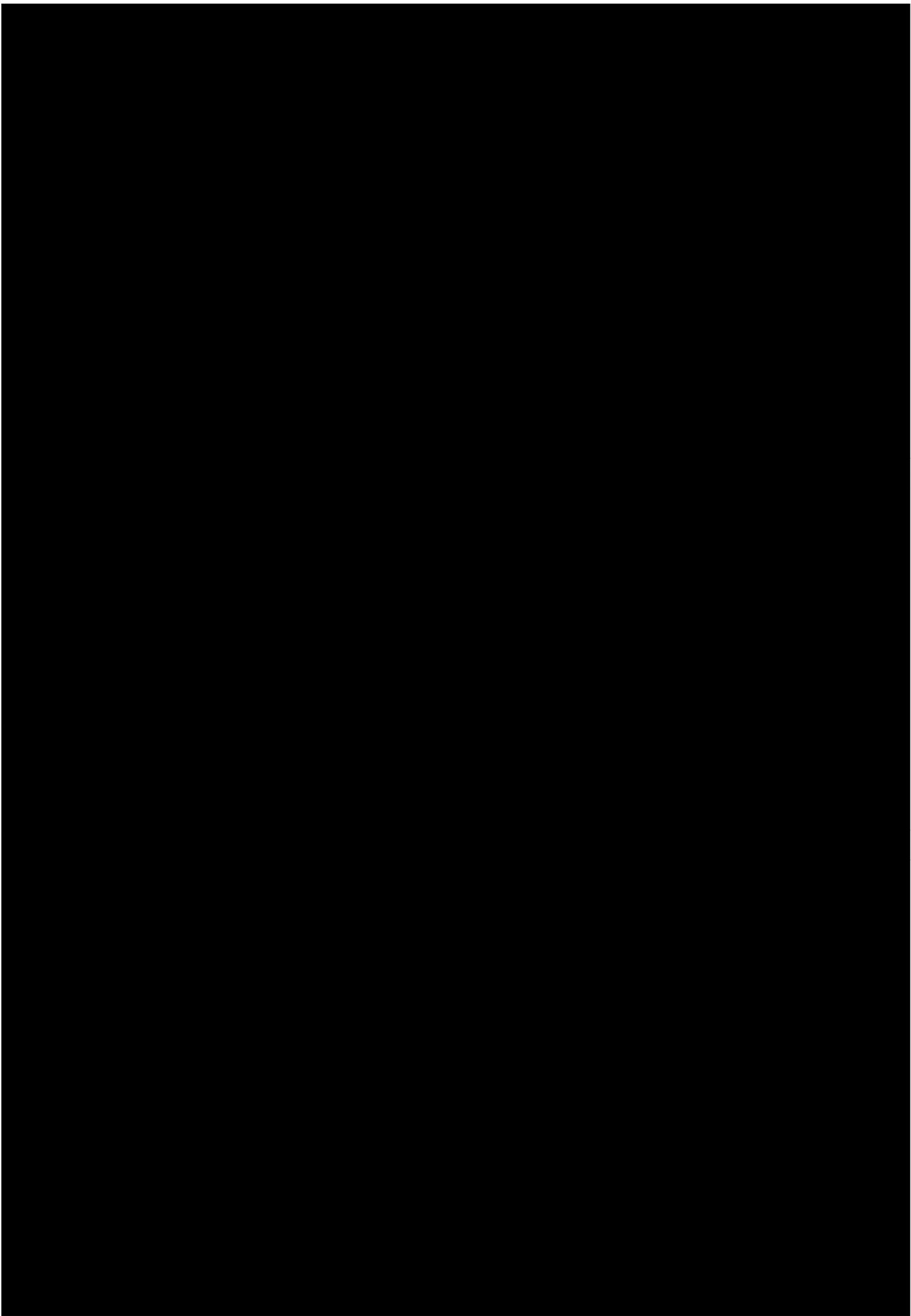


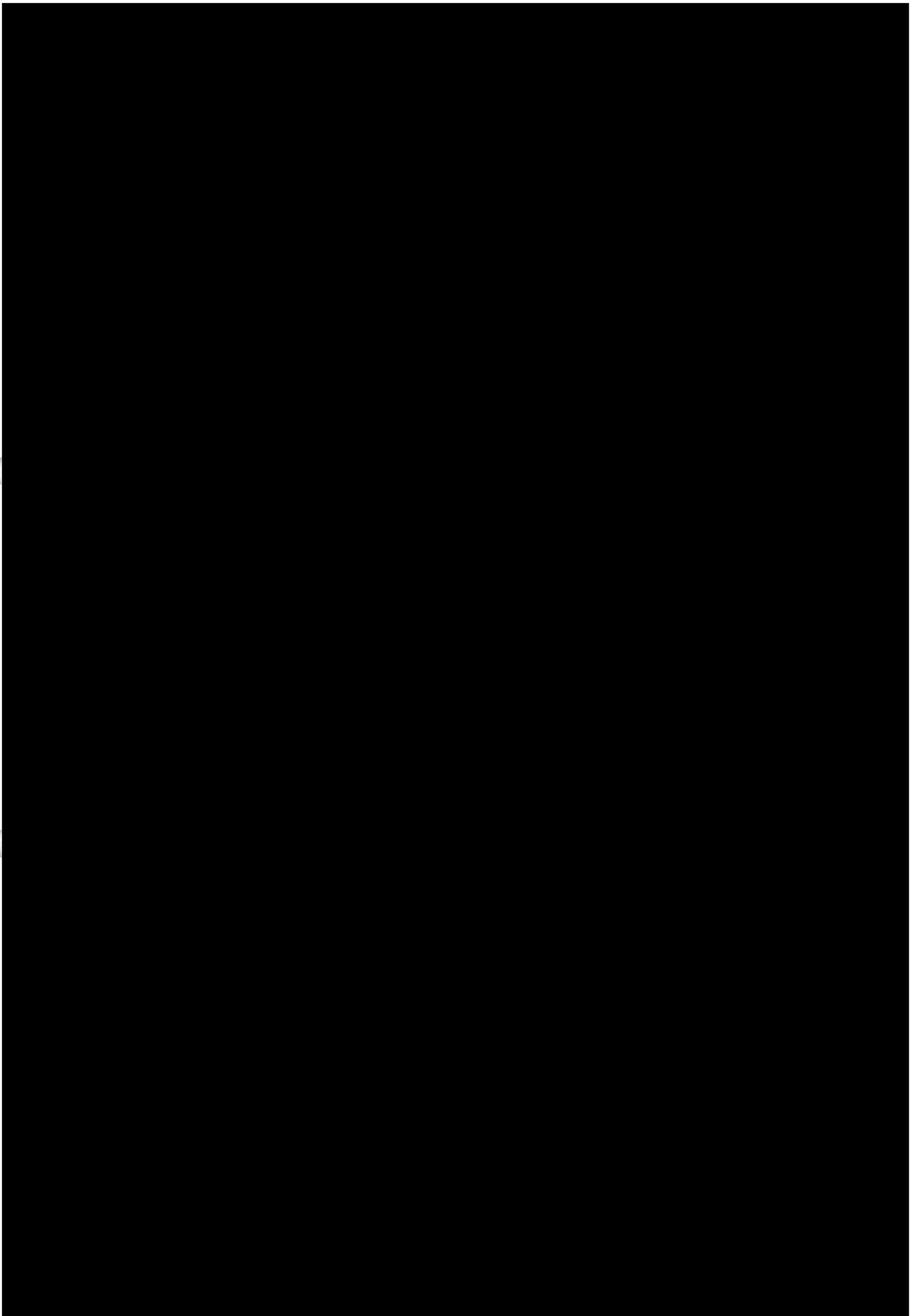


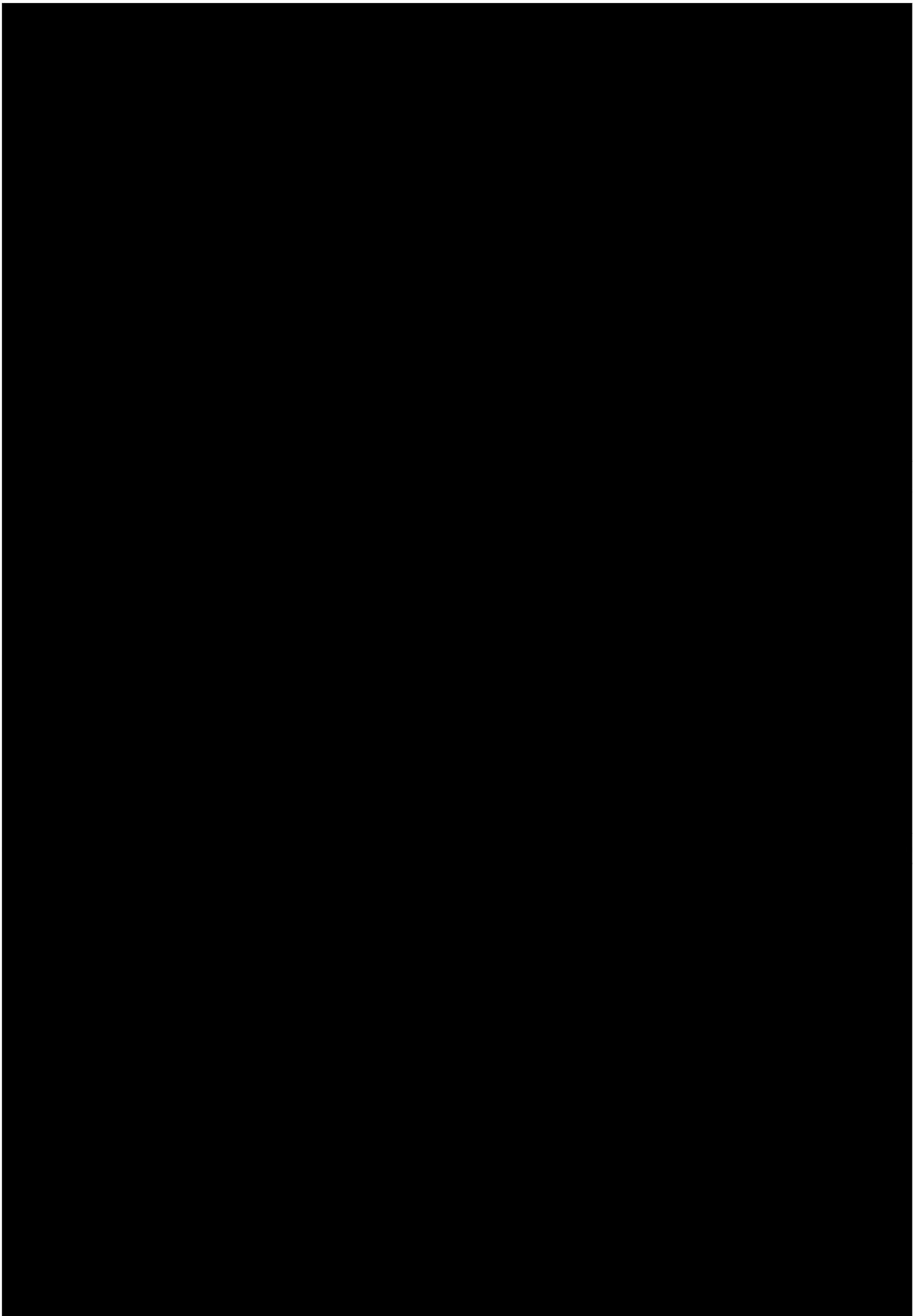


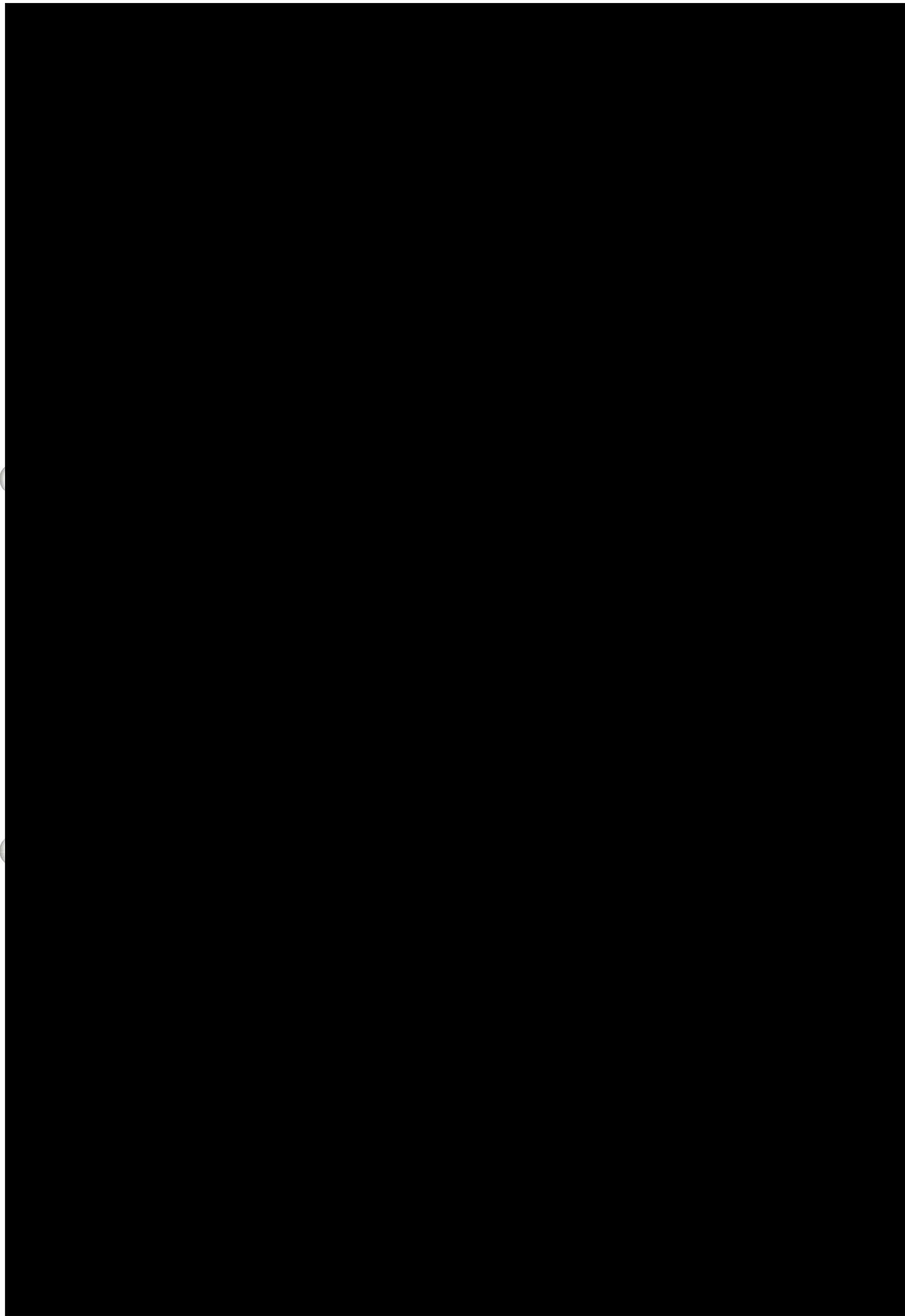


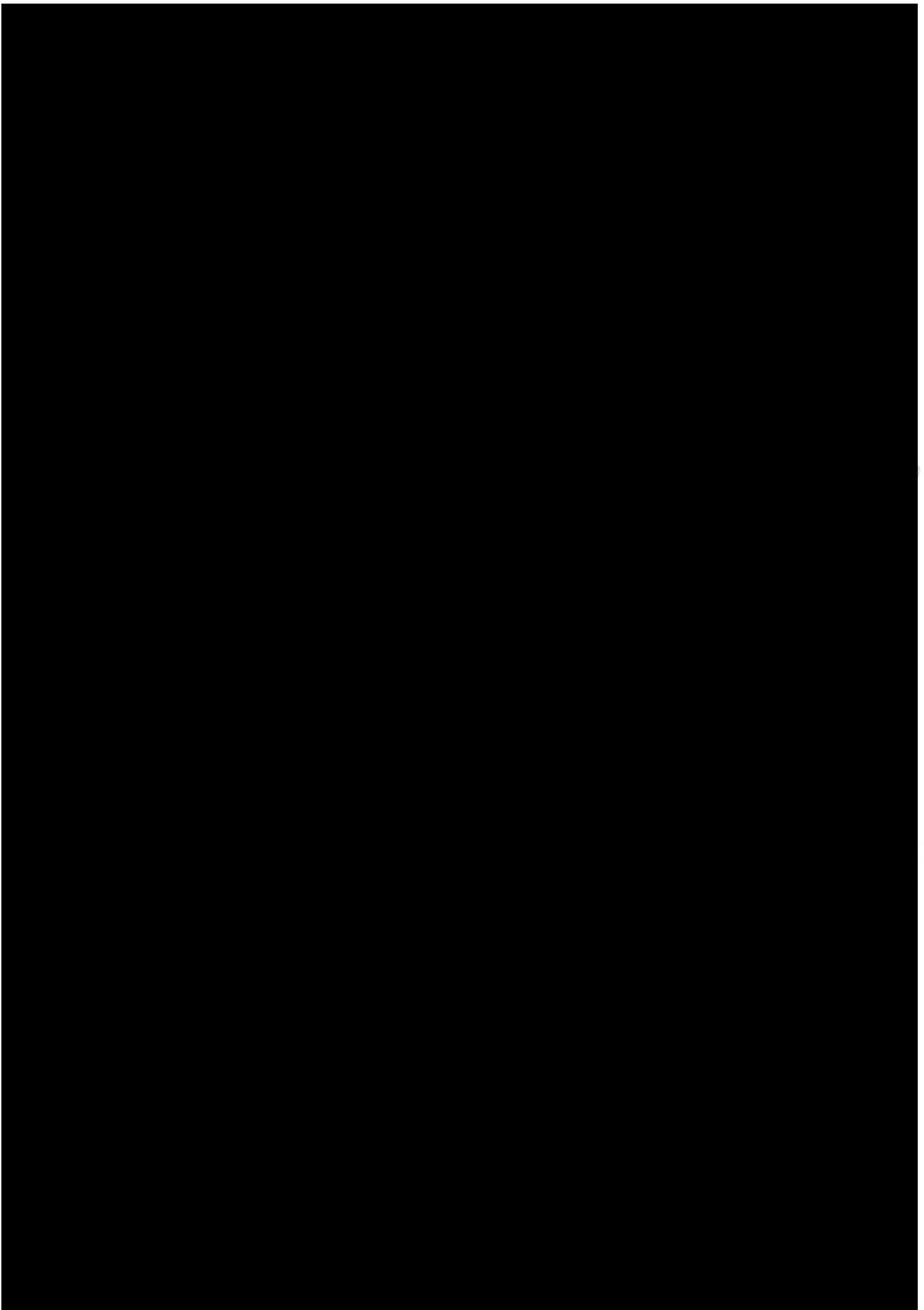












...the first of these is the fact that the ...

...the second of these is the fact that the ...

...the third of these is the fact that the ...

...the fourth of these is the fact that the ...

...the fifth of these is the fact that the ...

...the sixth of these is the fact that the ...

...the seventh of these is the fact that the ...

...the eighth of these is the fact that the ...

...the ninth of these is the fact that the ...

...the tenth of these is the fact that the ...

...the eleventh of these is the fact that the ...

...the twelfth of these is the fact that the ...

...the thirteenth of these is the fact that the ...

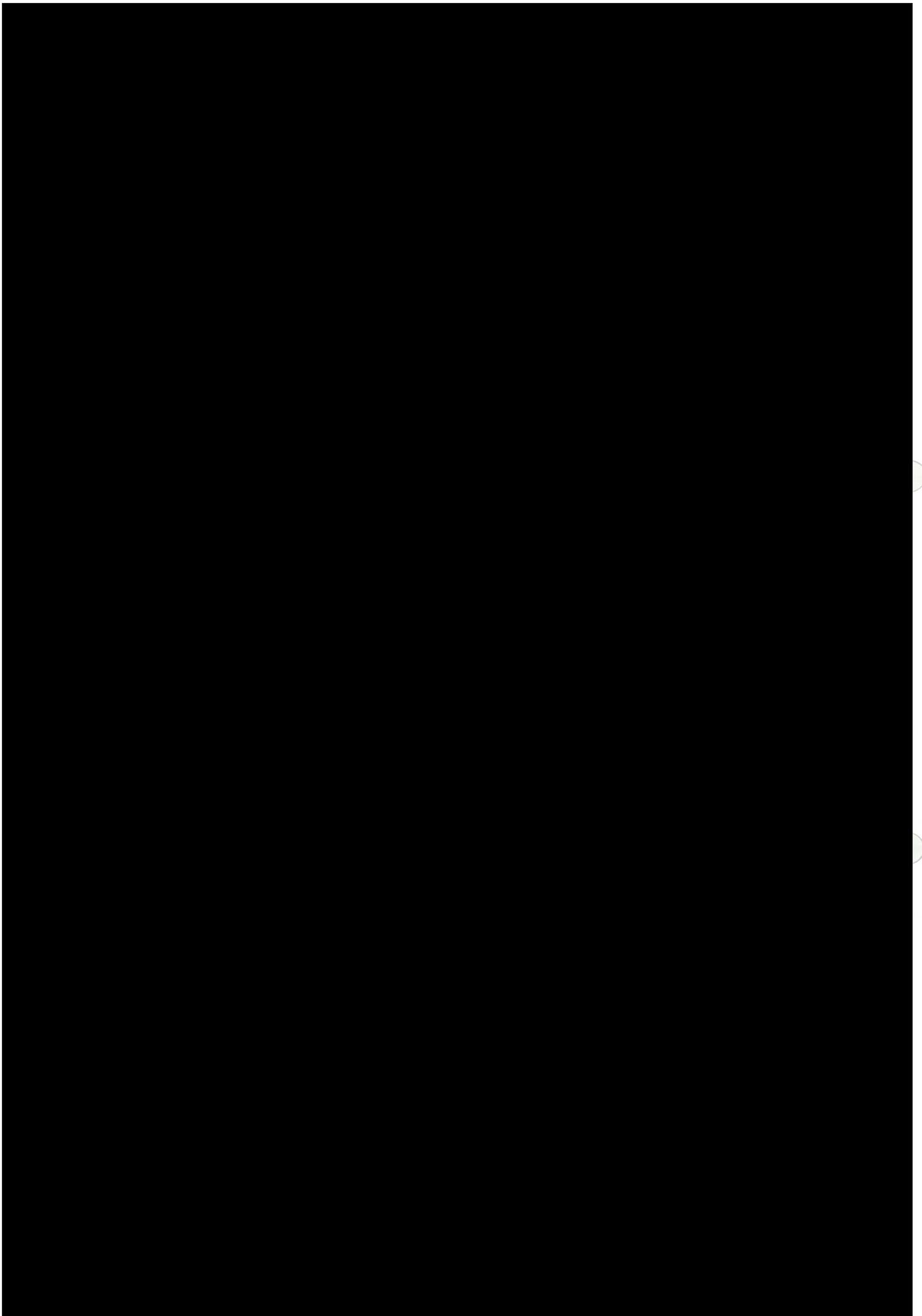
...the fourteenth of these is the fact that the ...

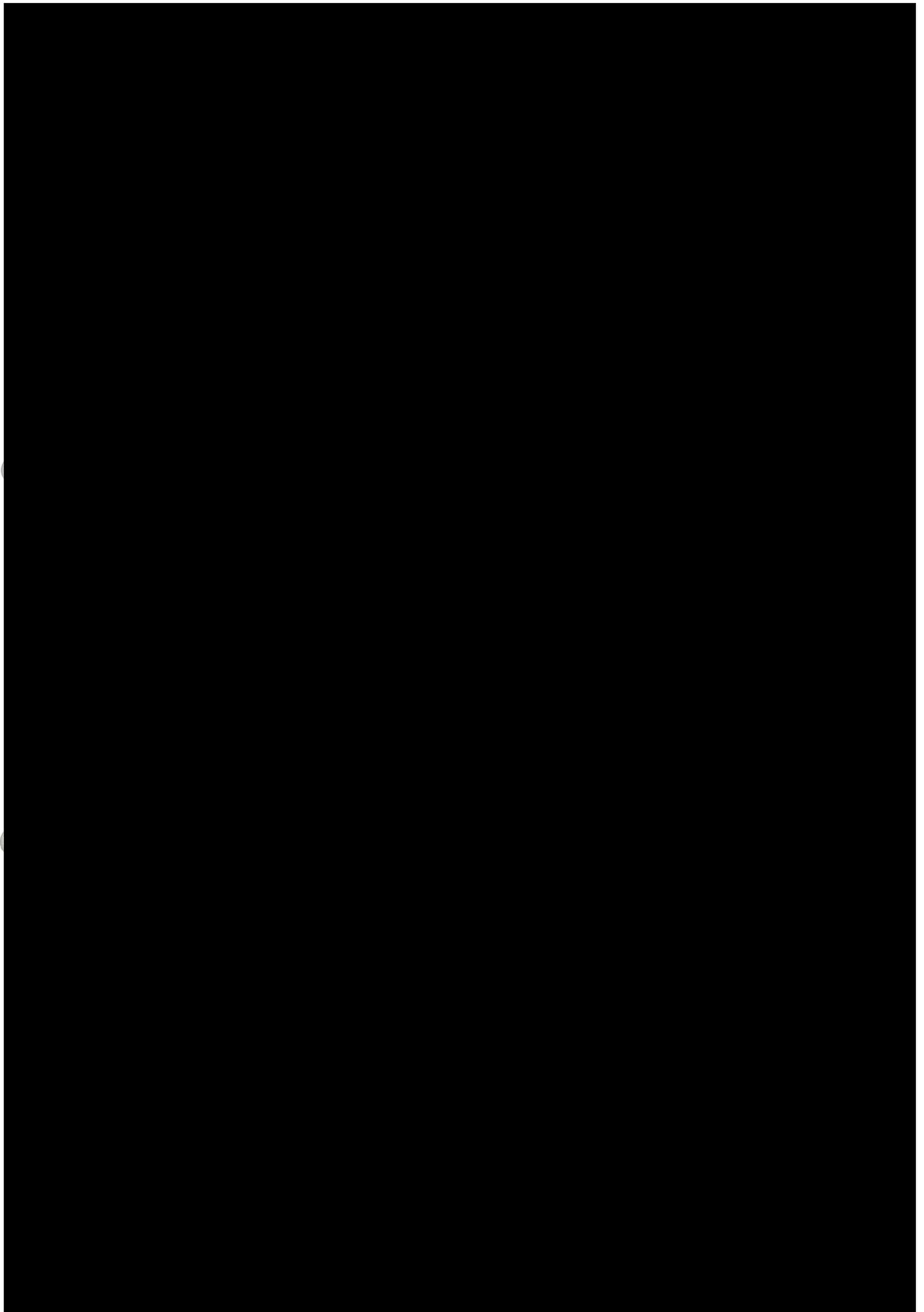
...the fifteenth of these is the fact that the ...

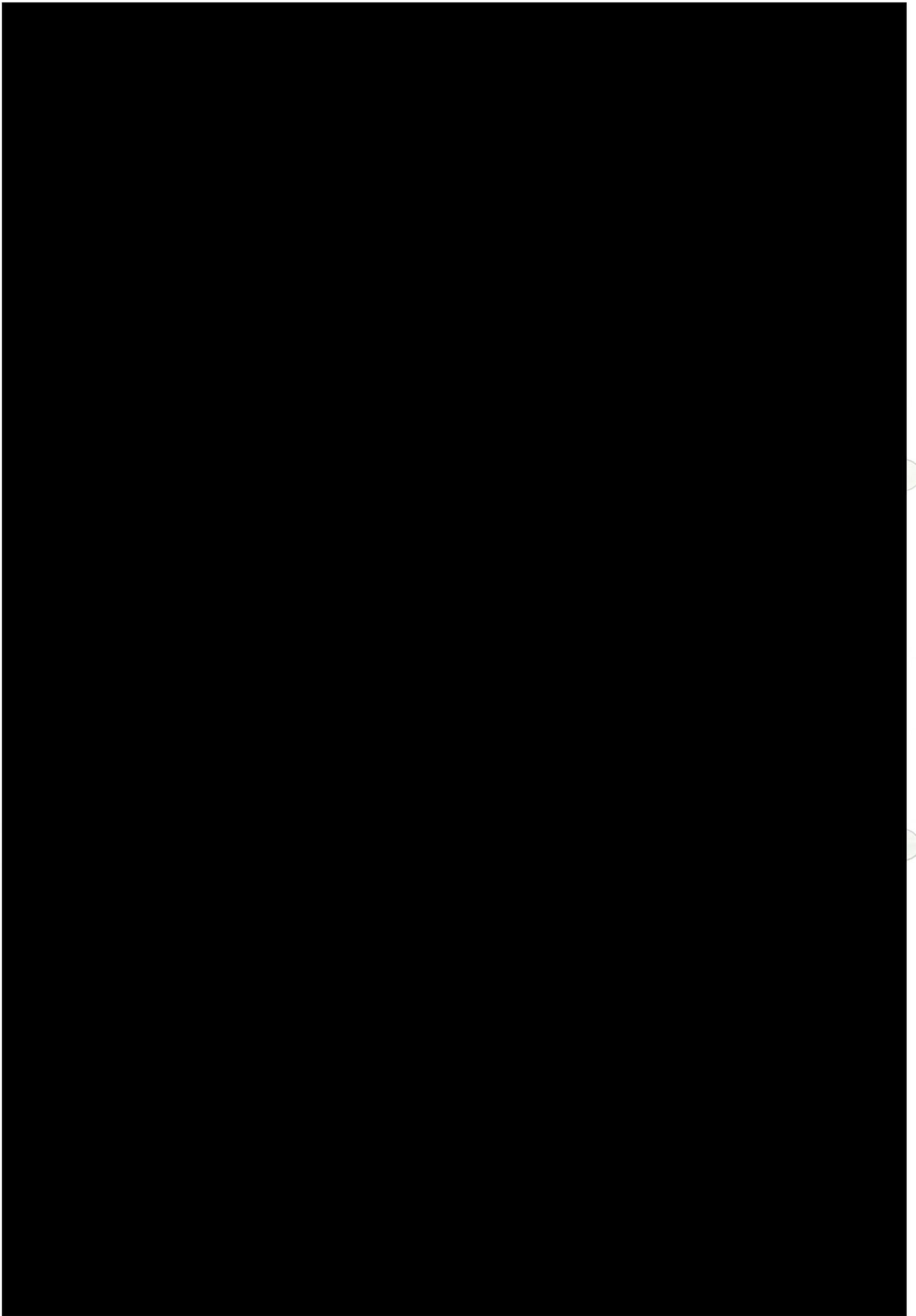
...the sixteenth of these is the fact that the ...

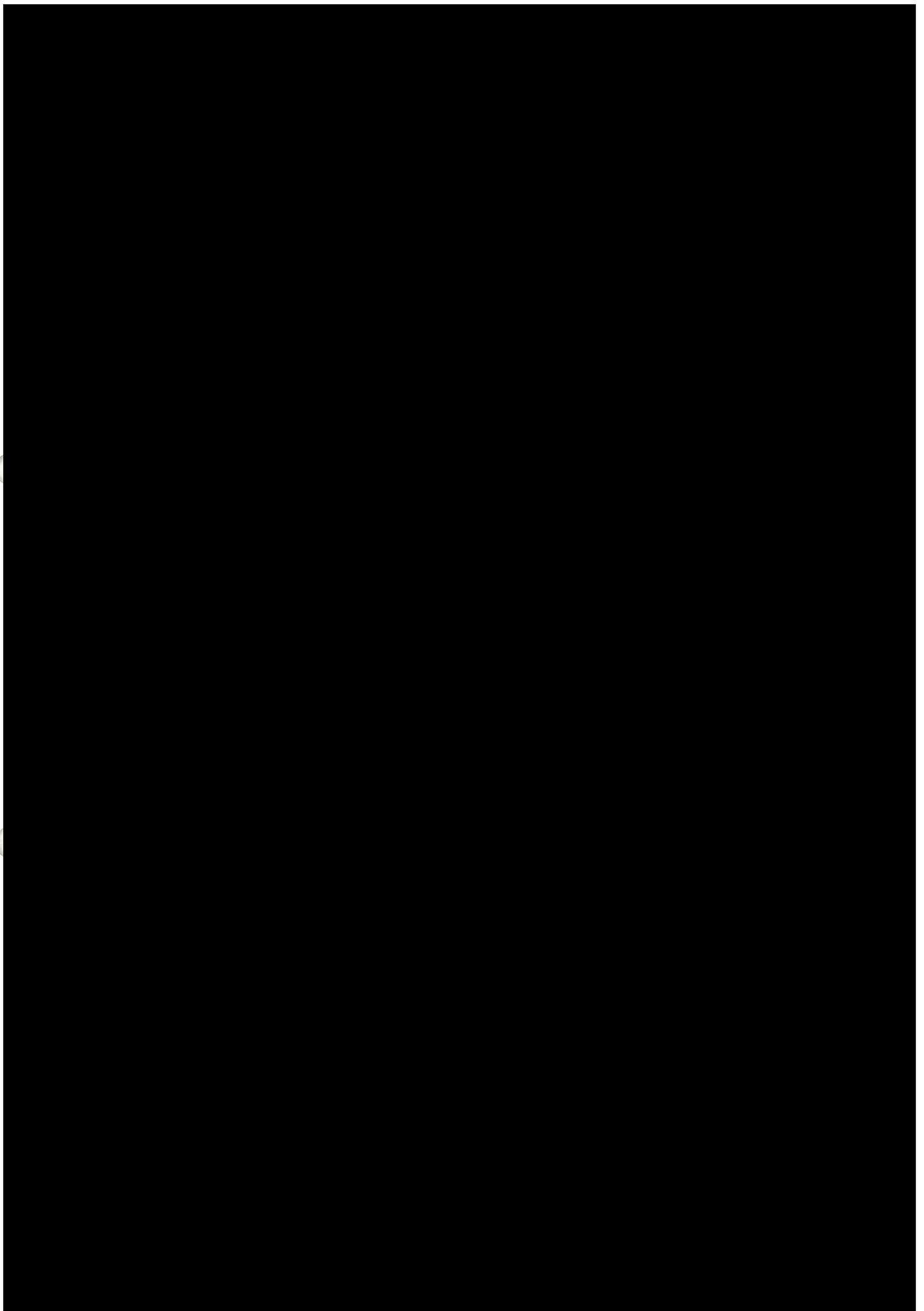
...the seventeenth of these is the fact that the ...

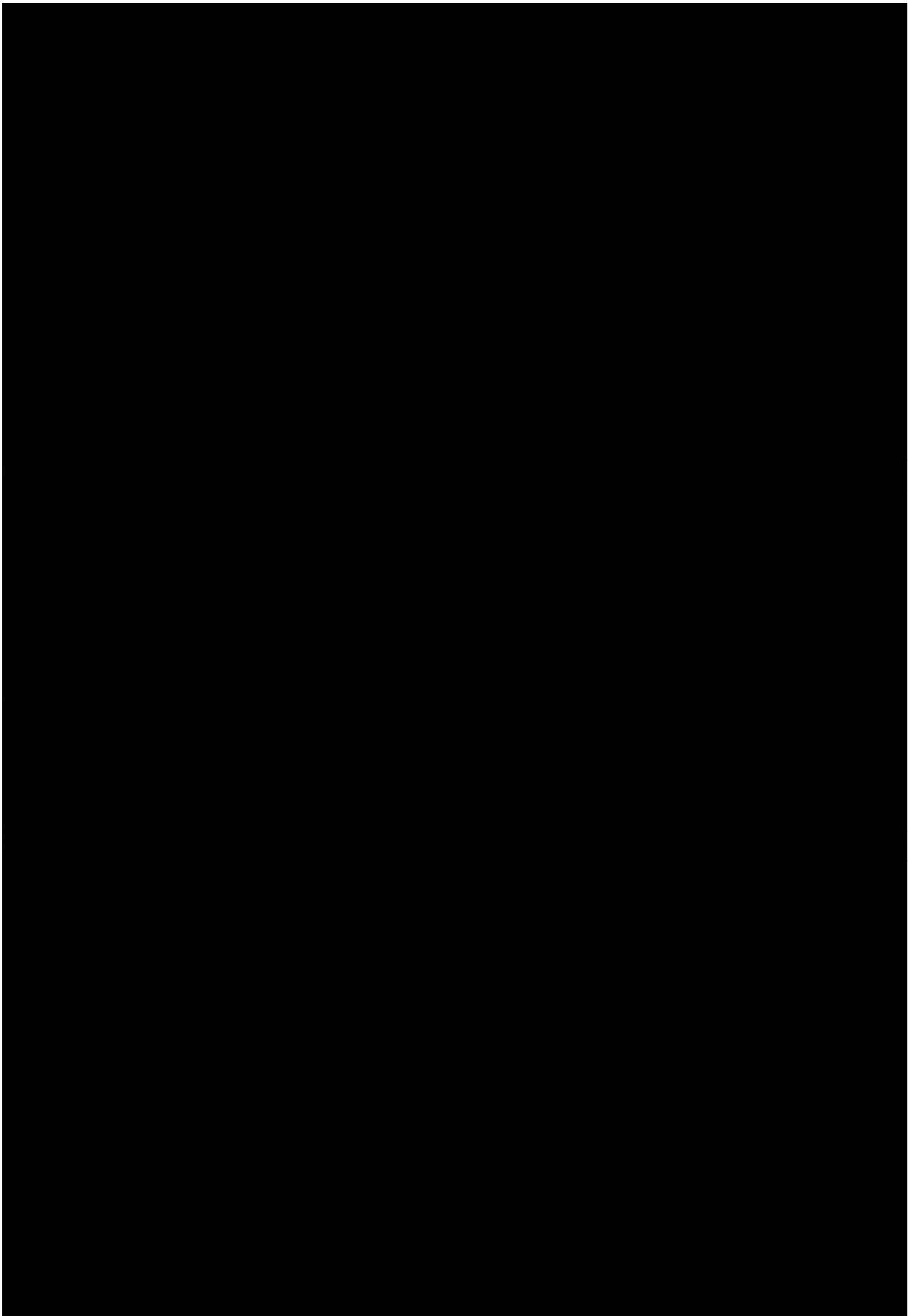
...the eighteenth of these is the fact that the ...

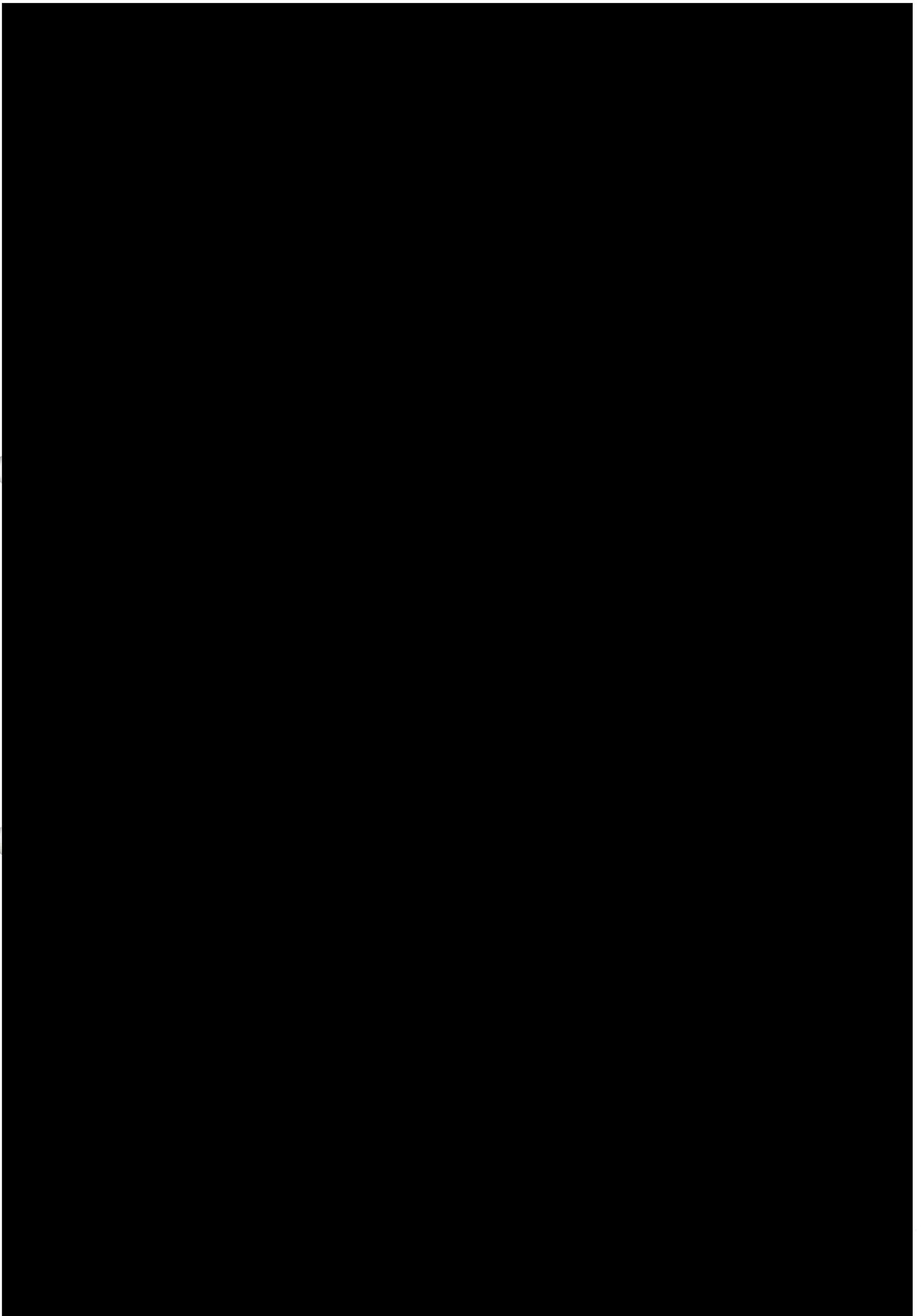


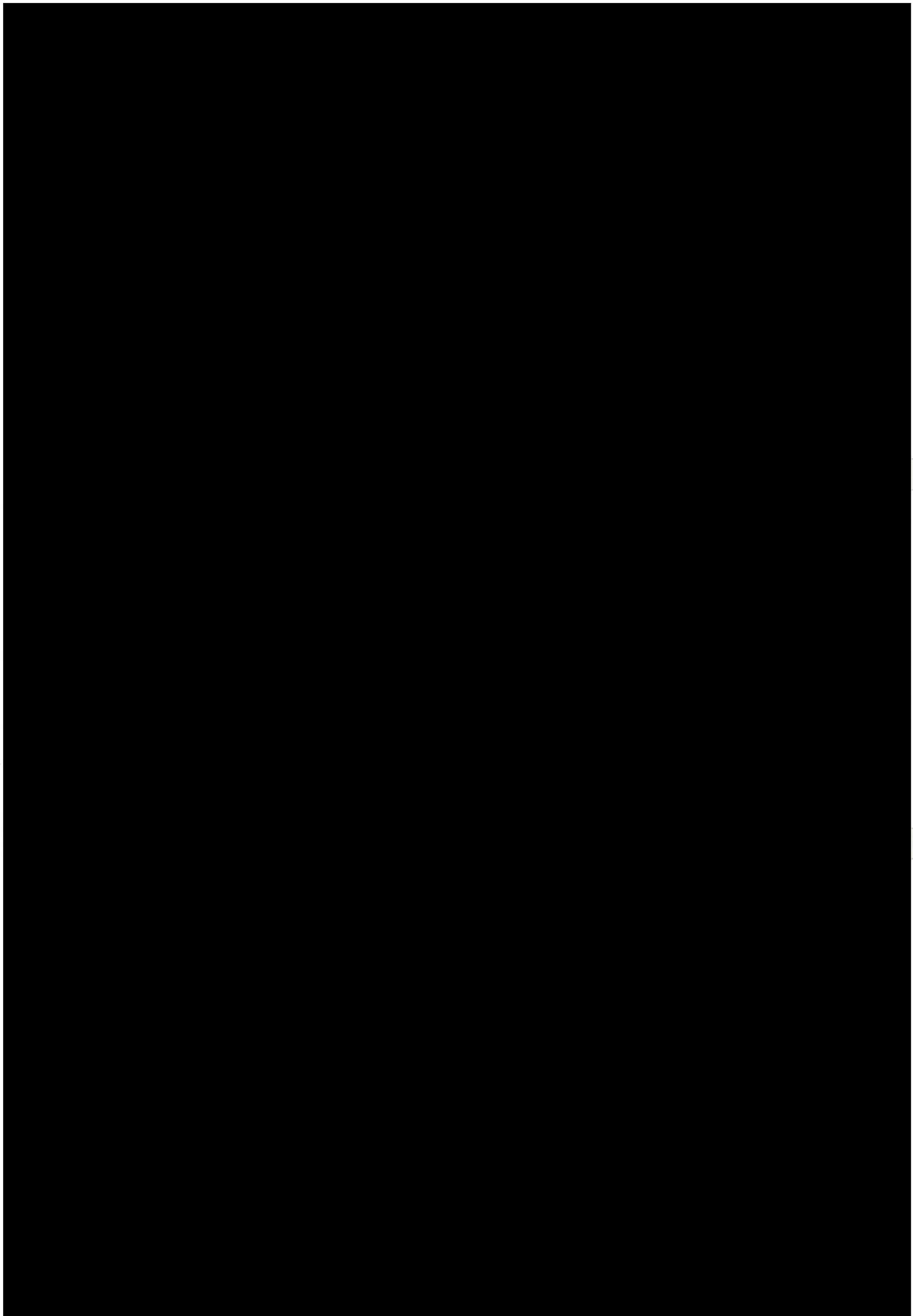


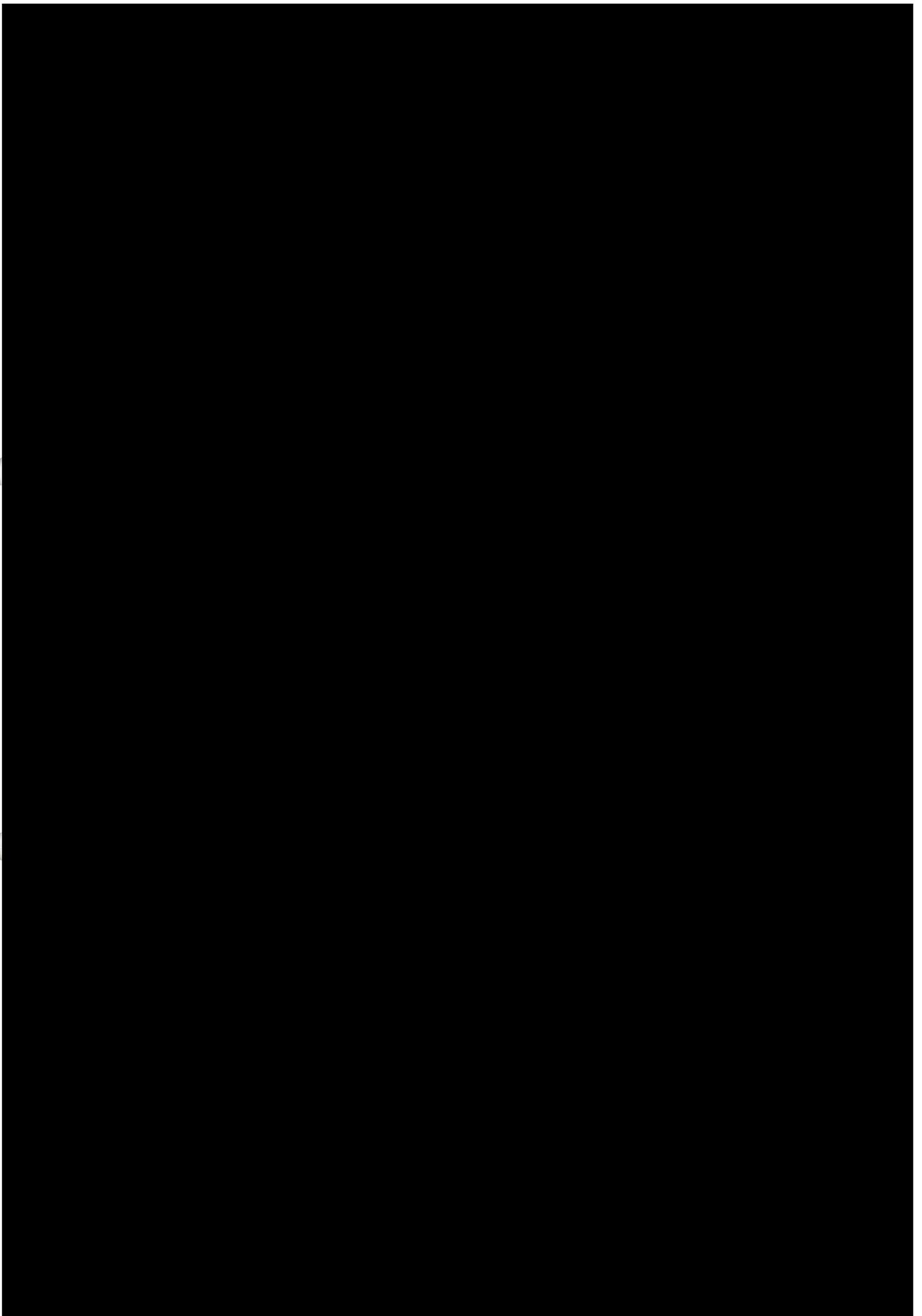


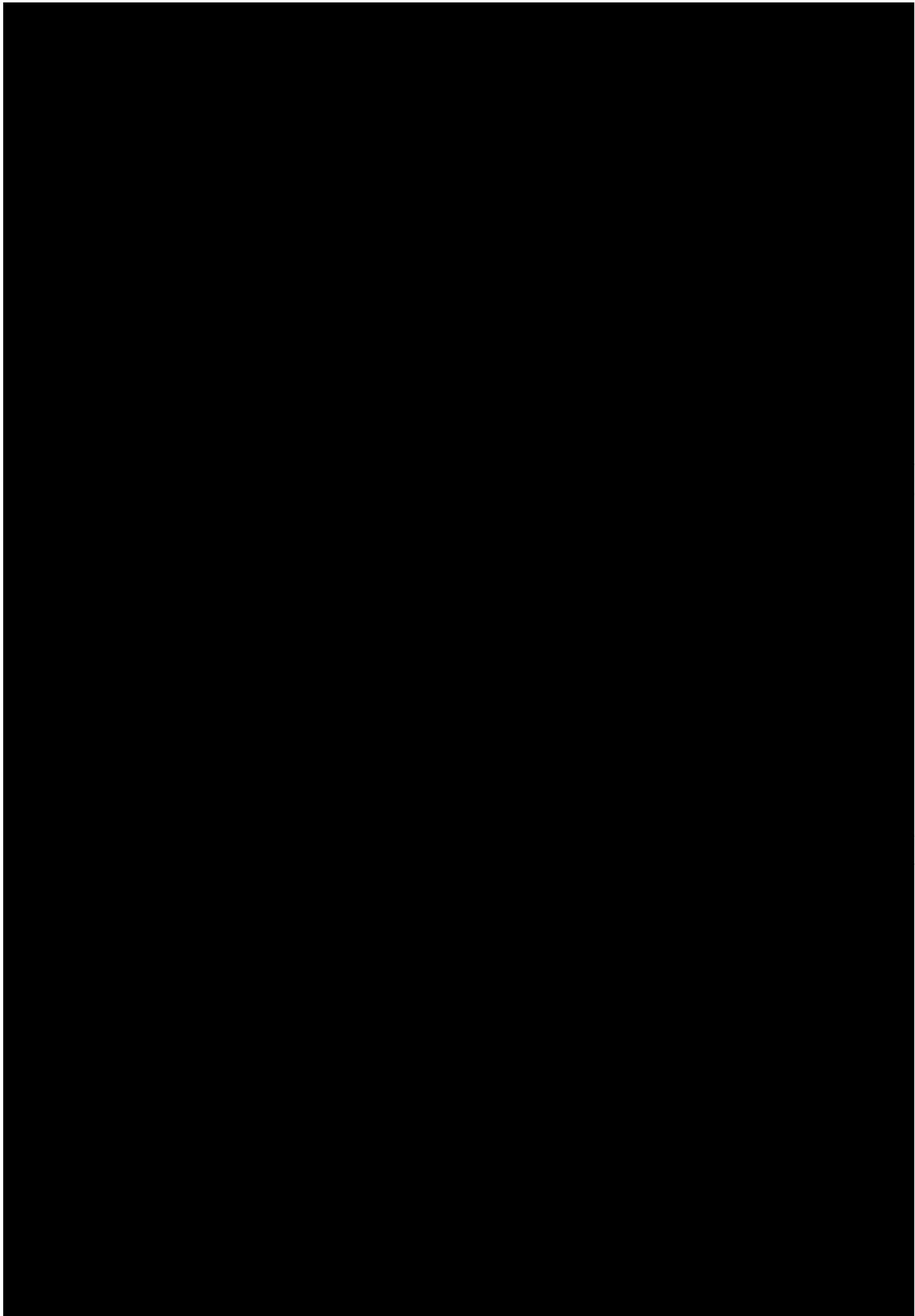


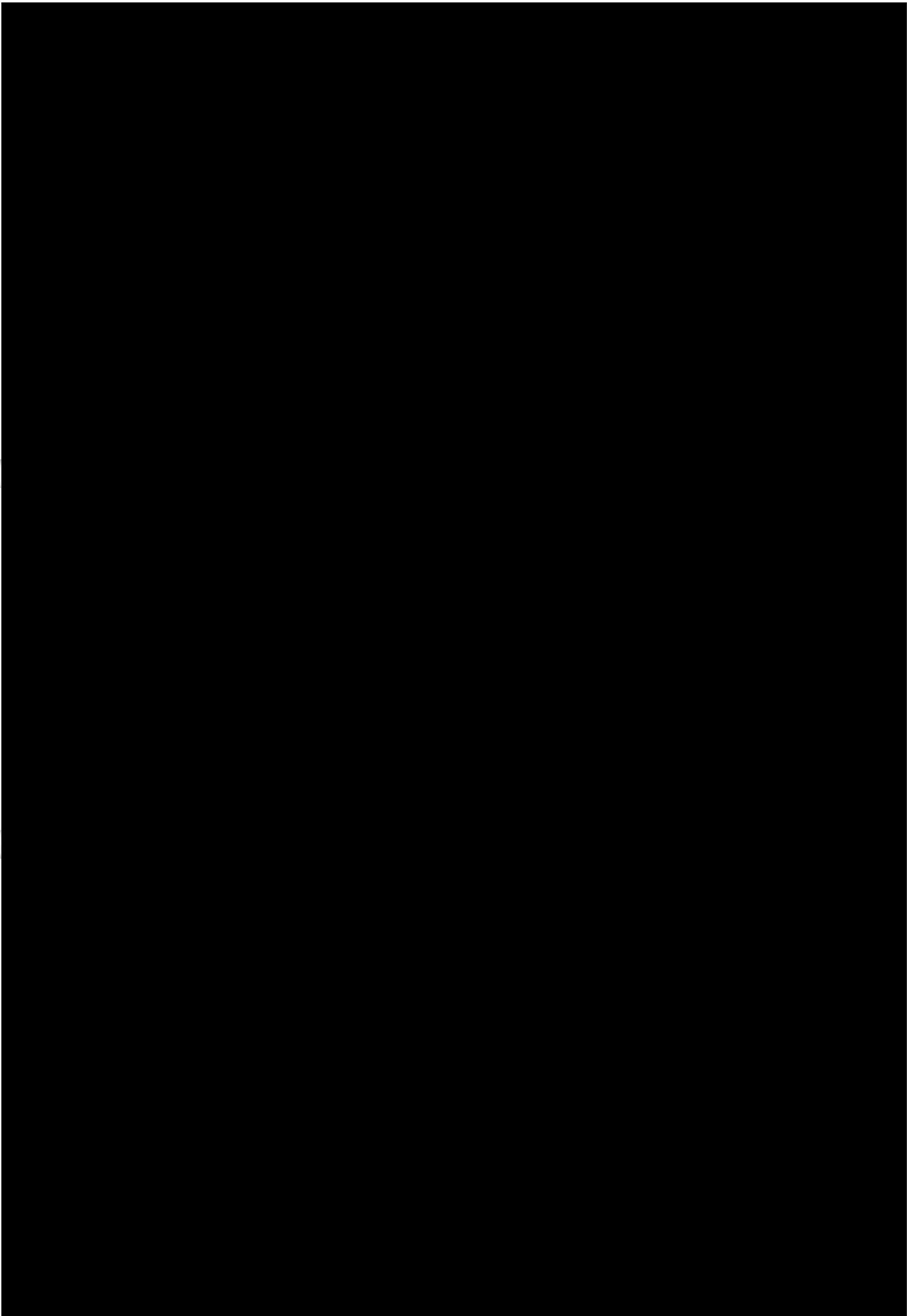


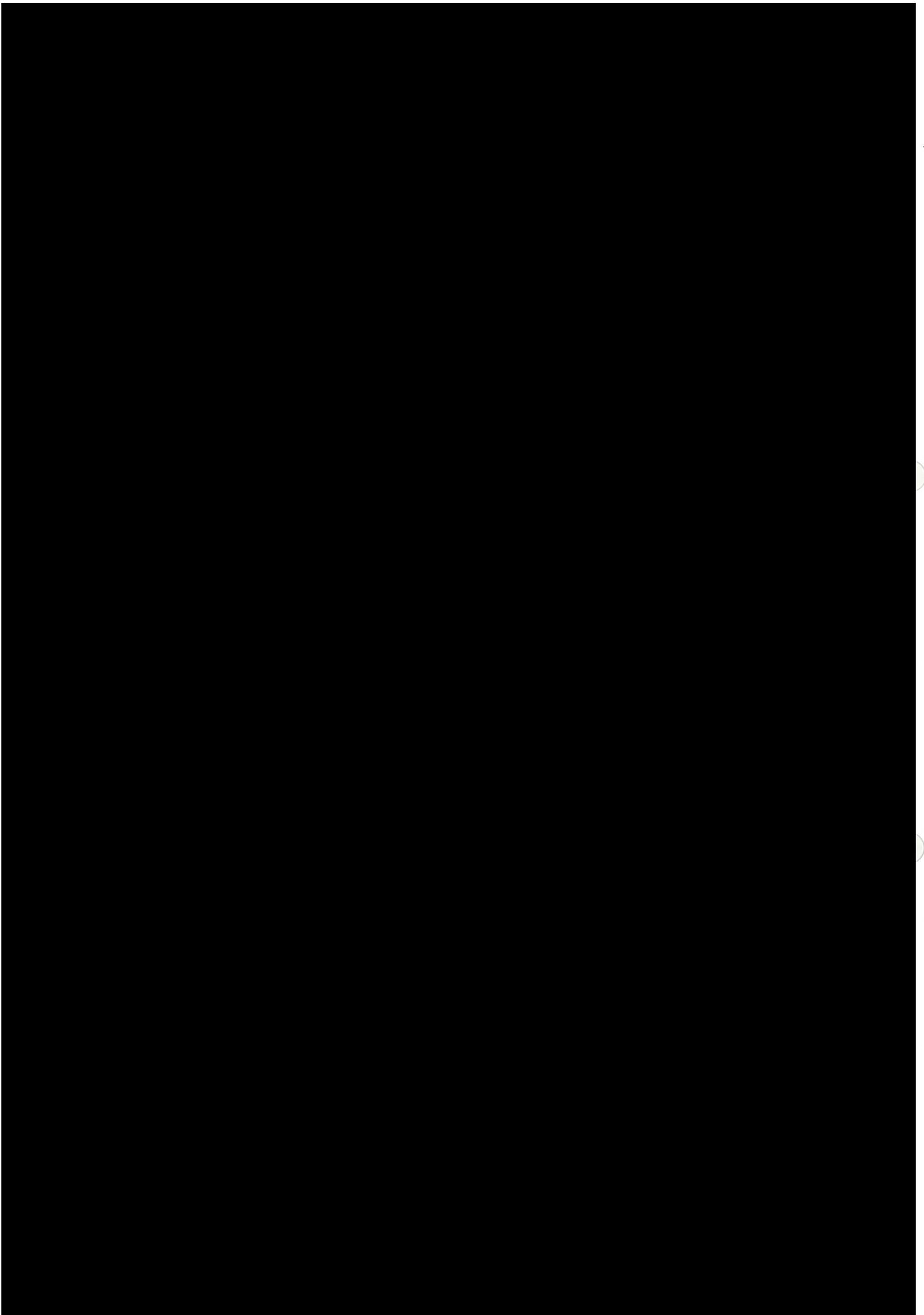


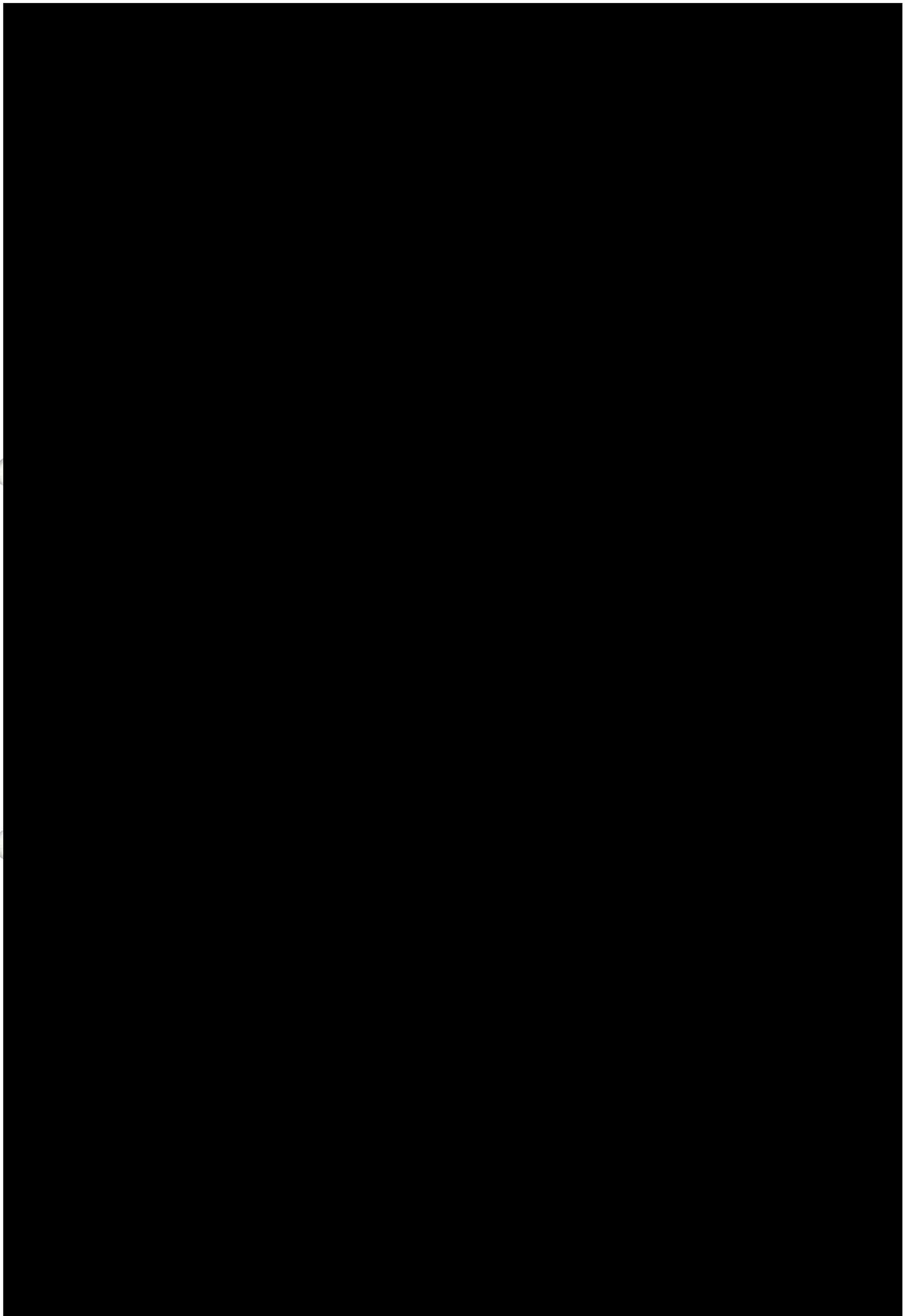


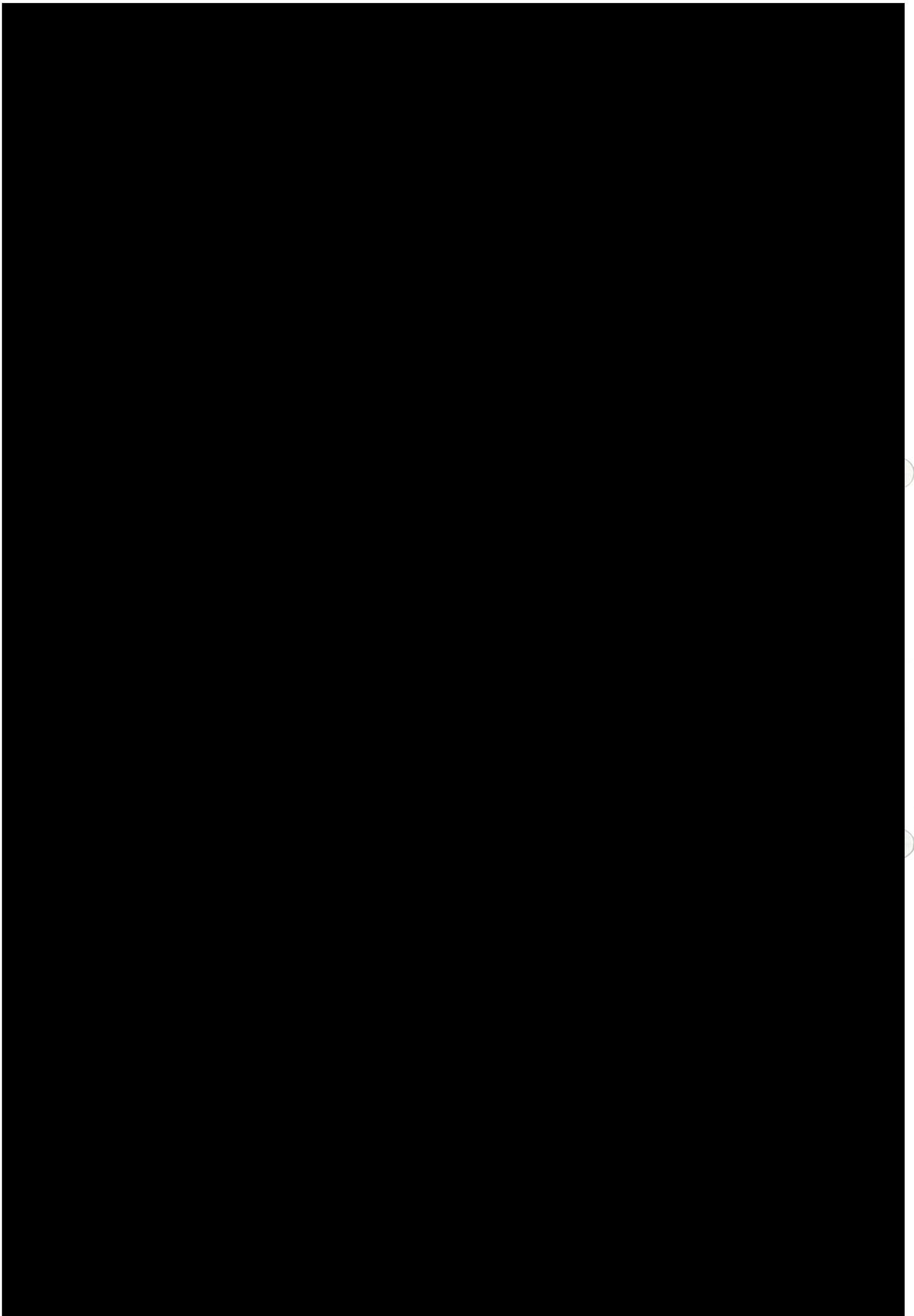


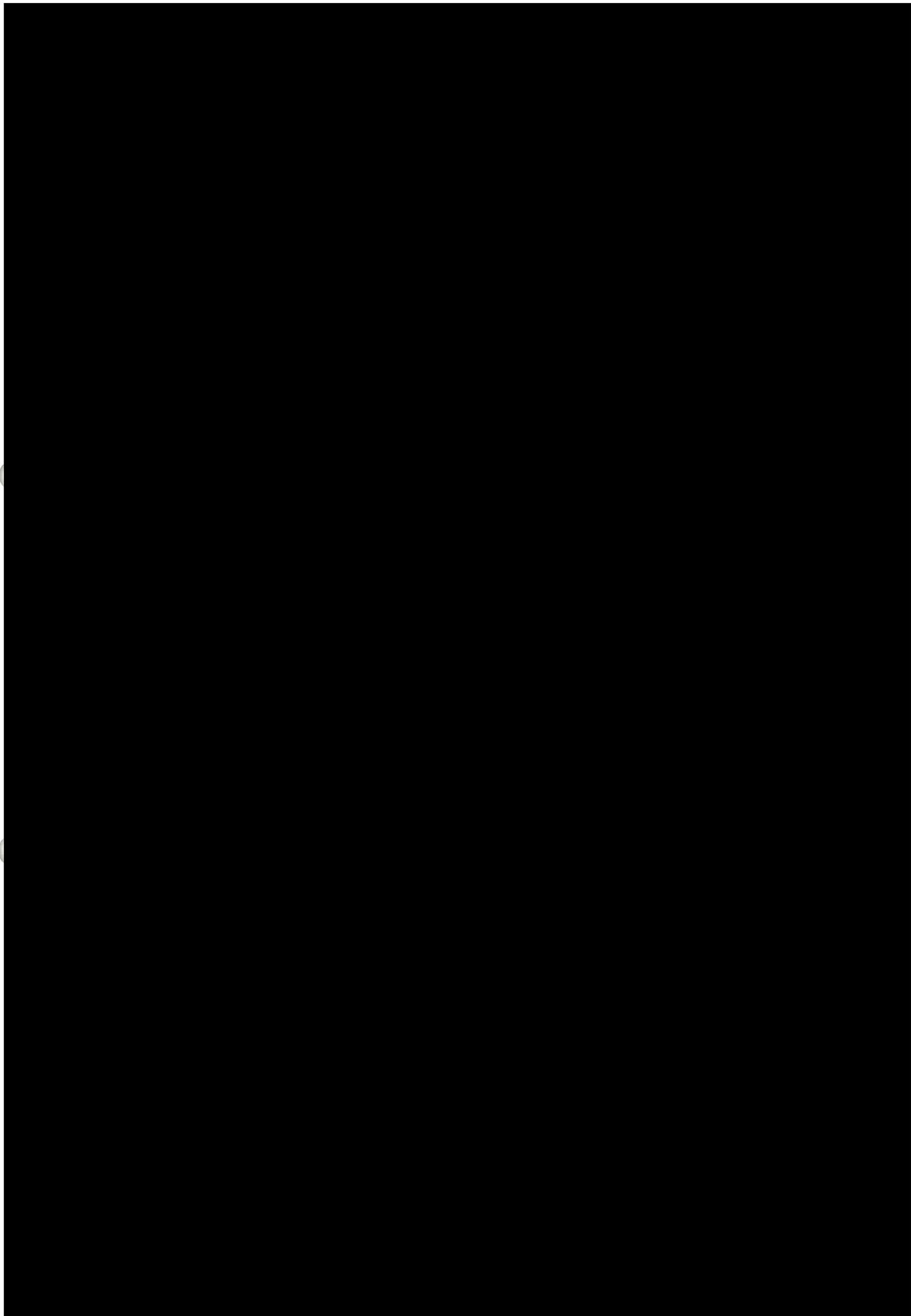


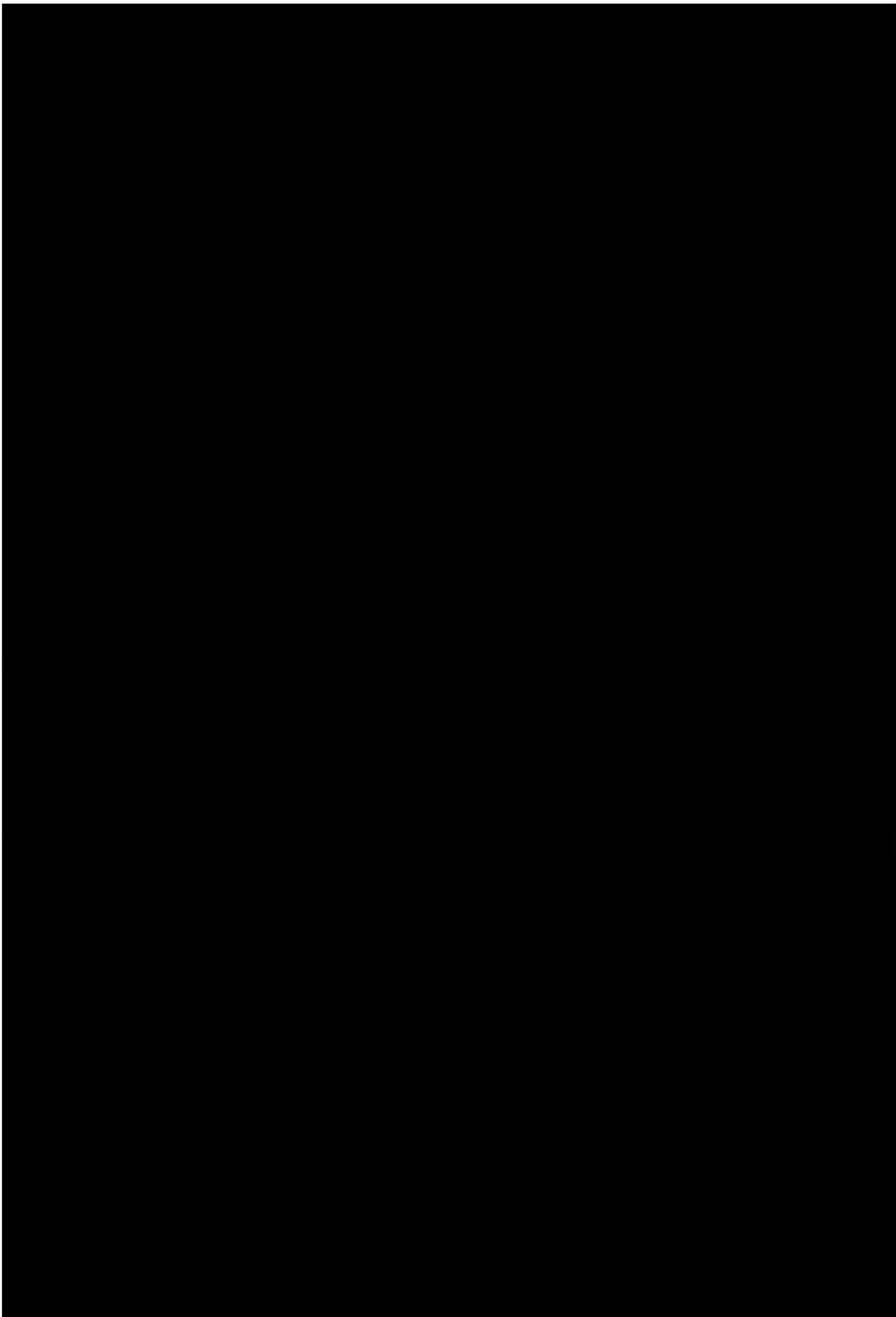


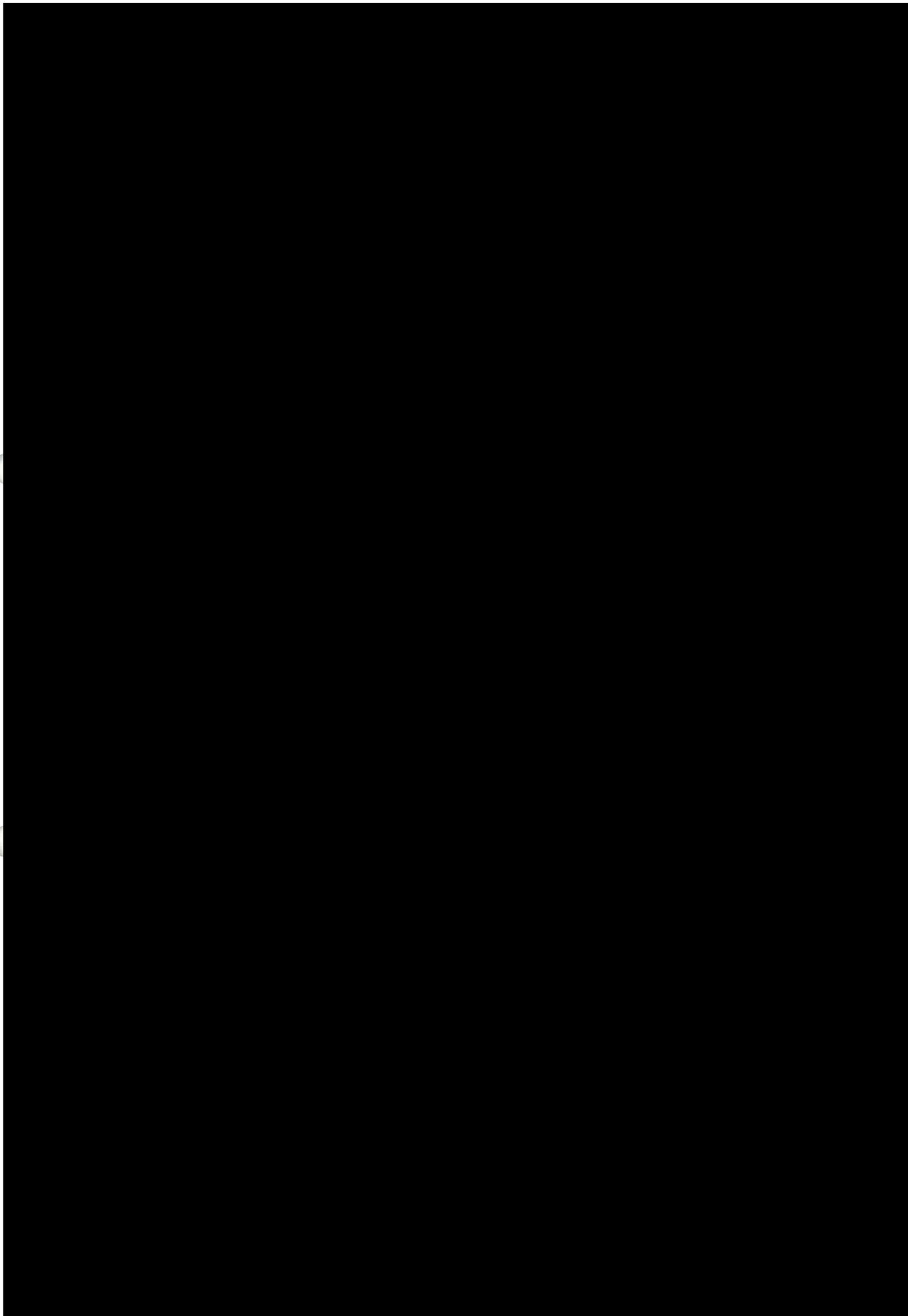


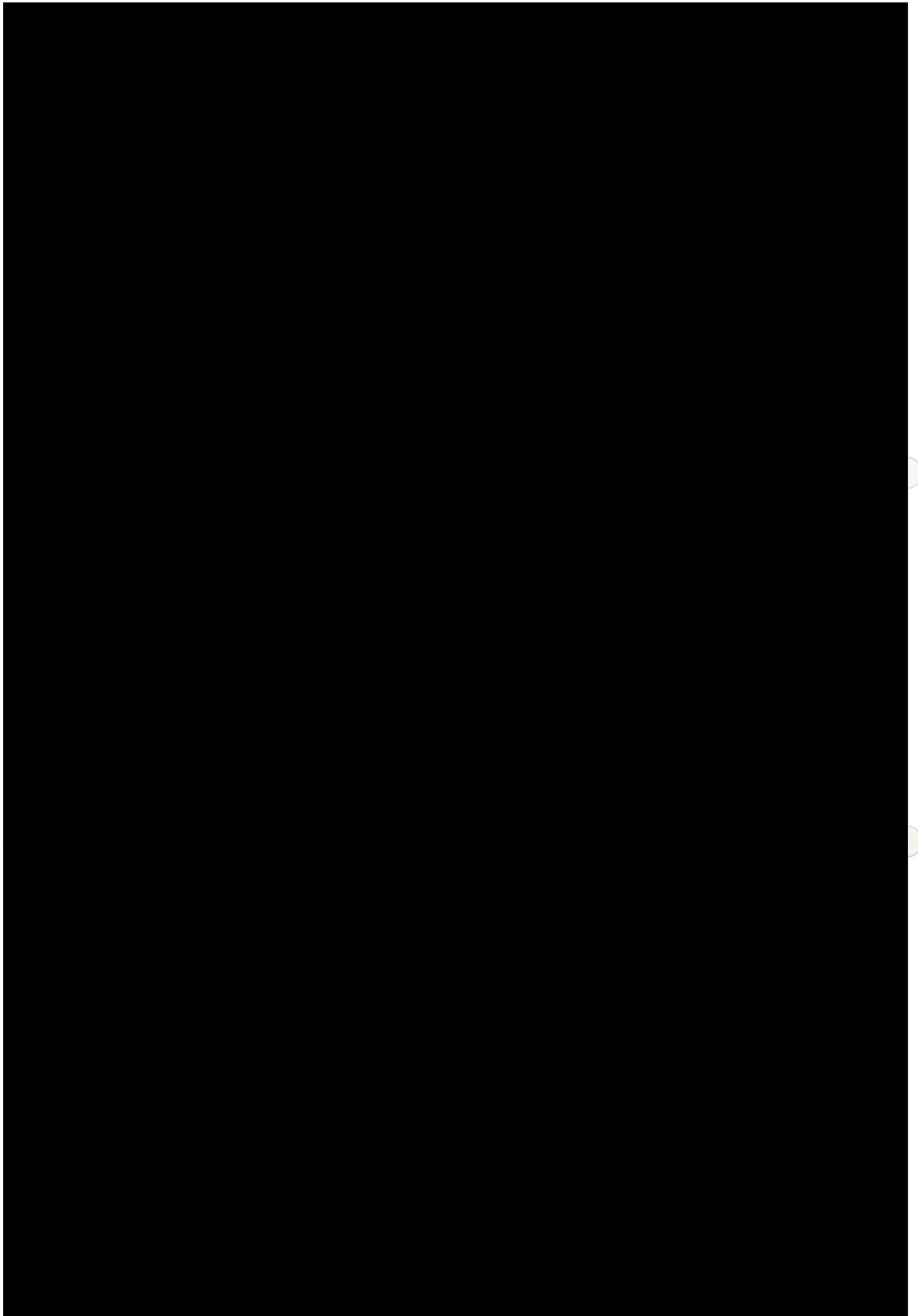


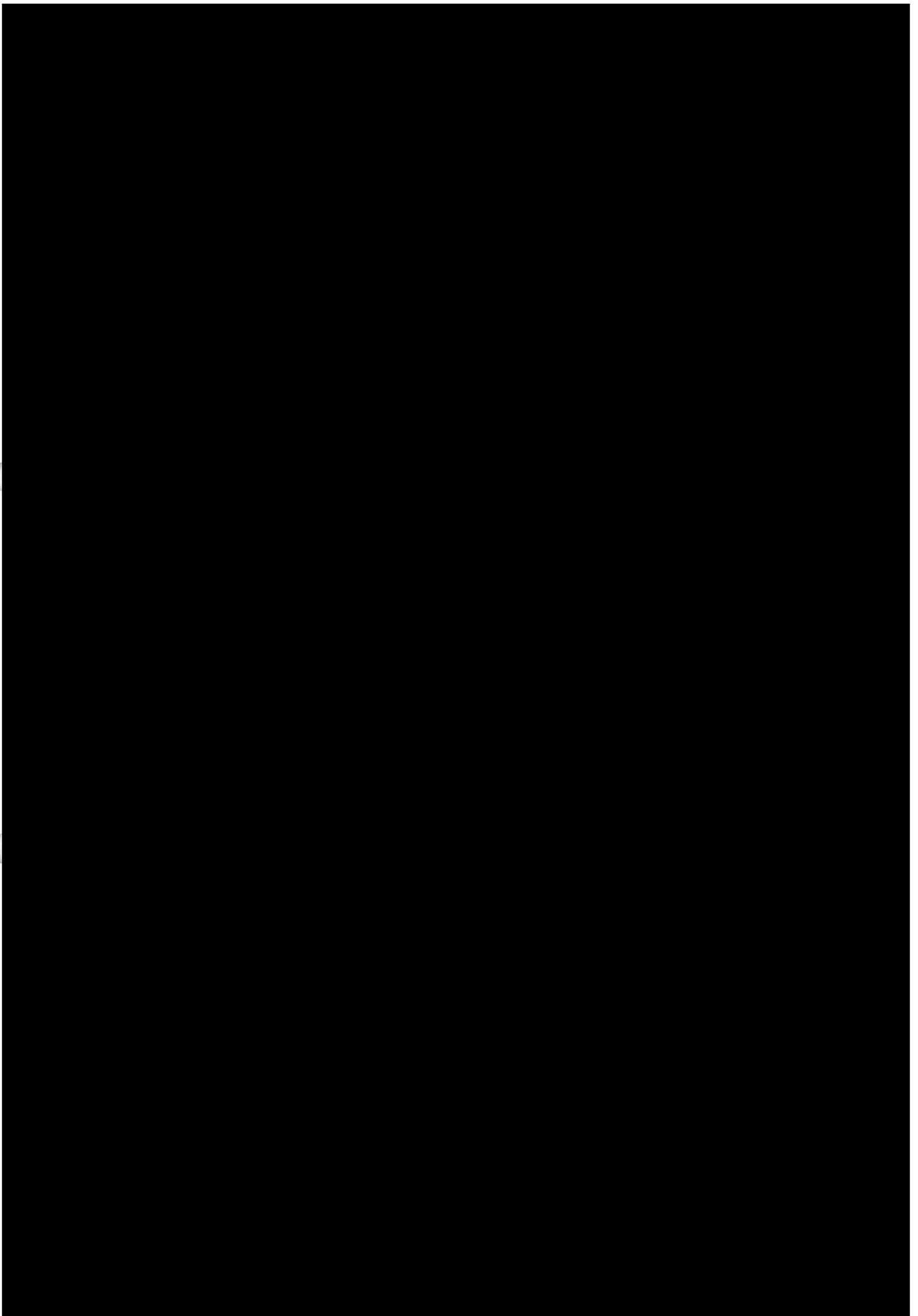


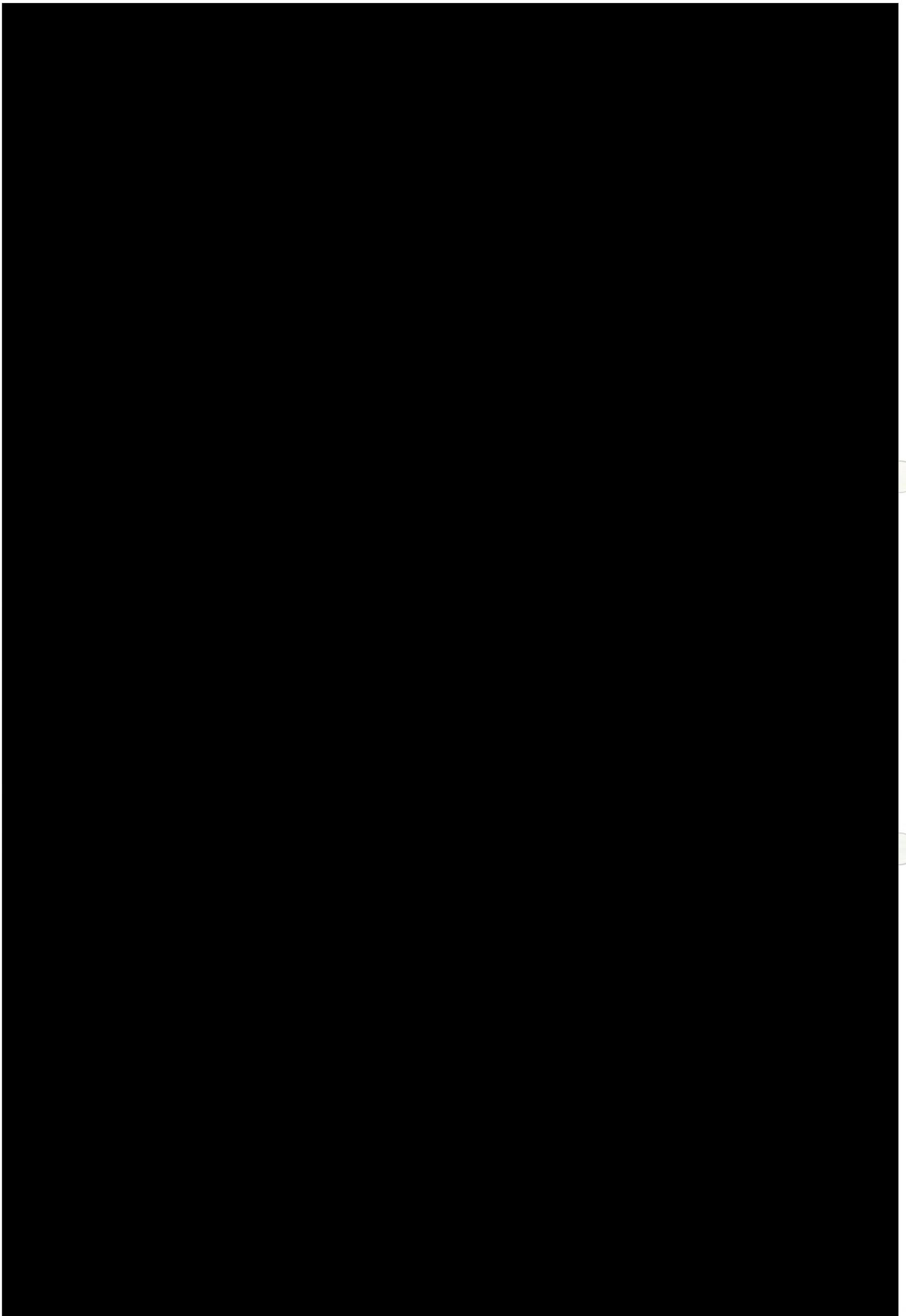


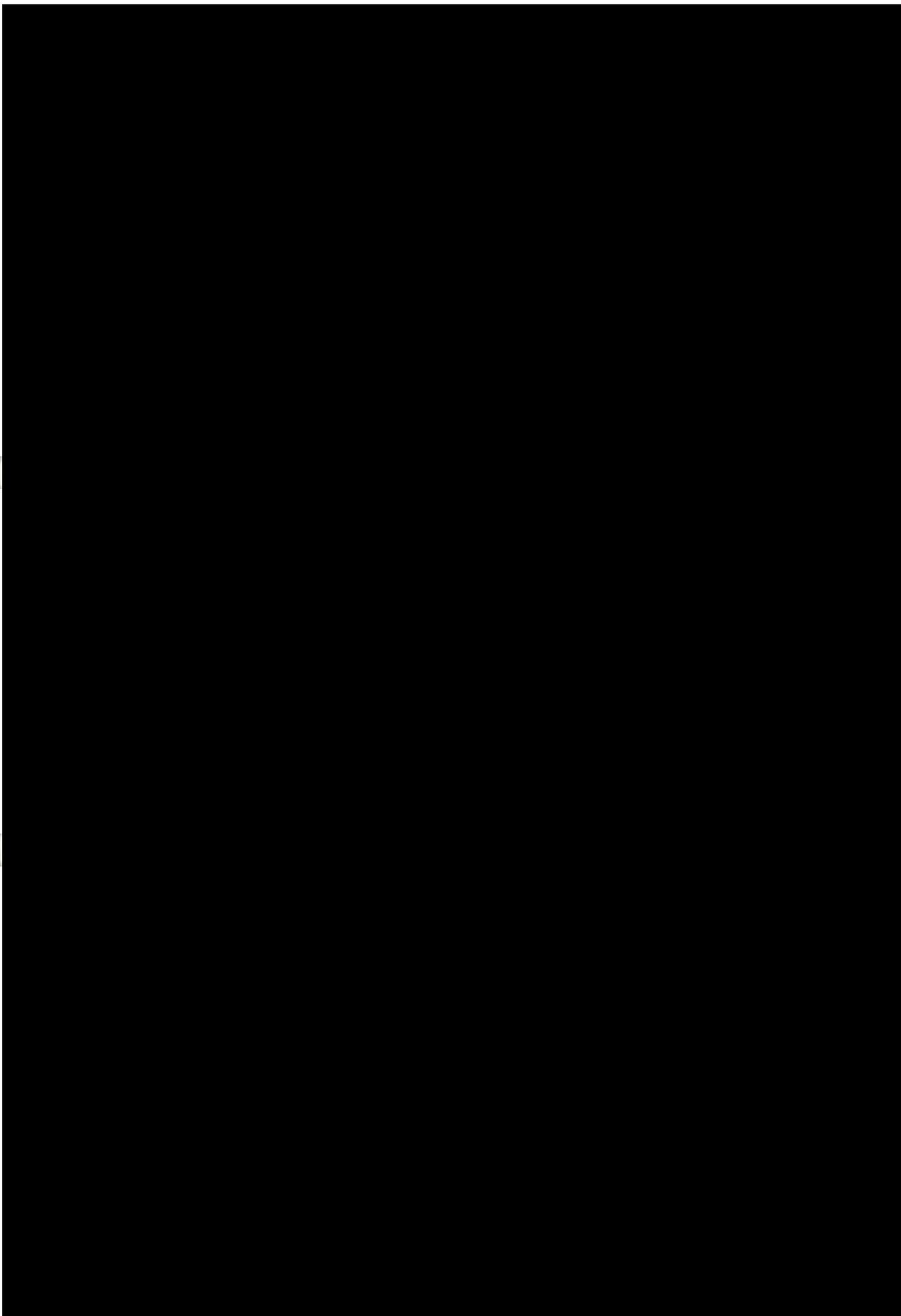


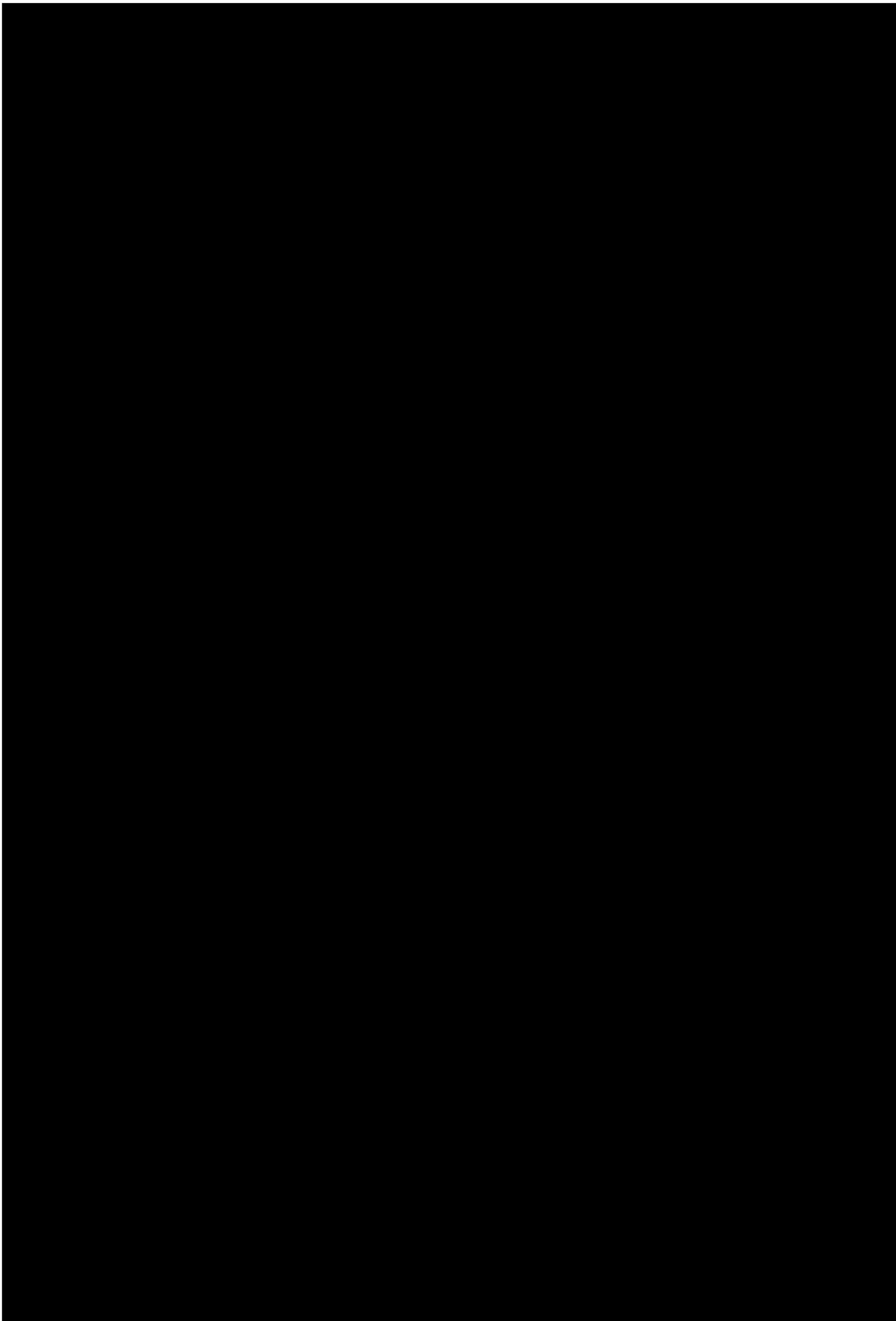


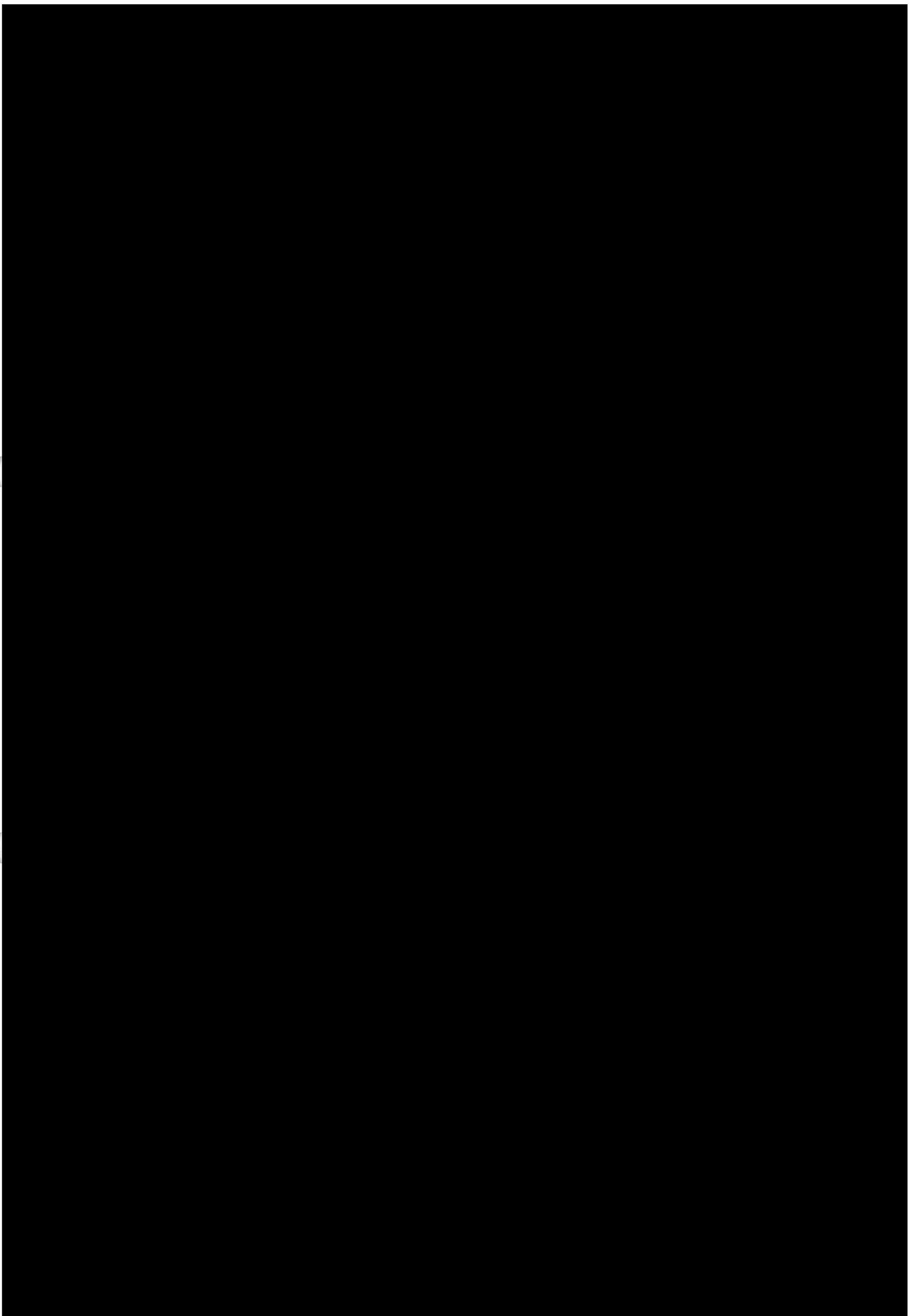


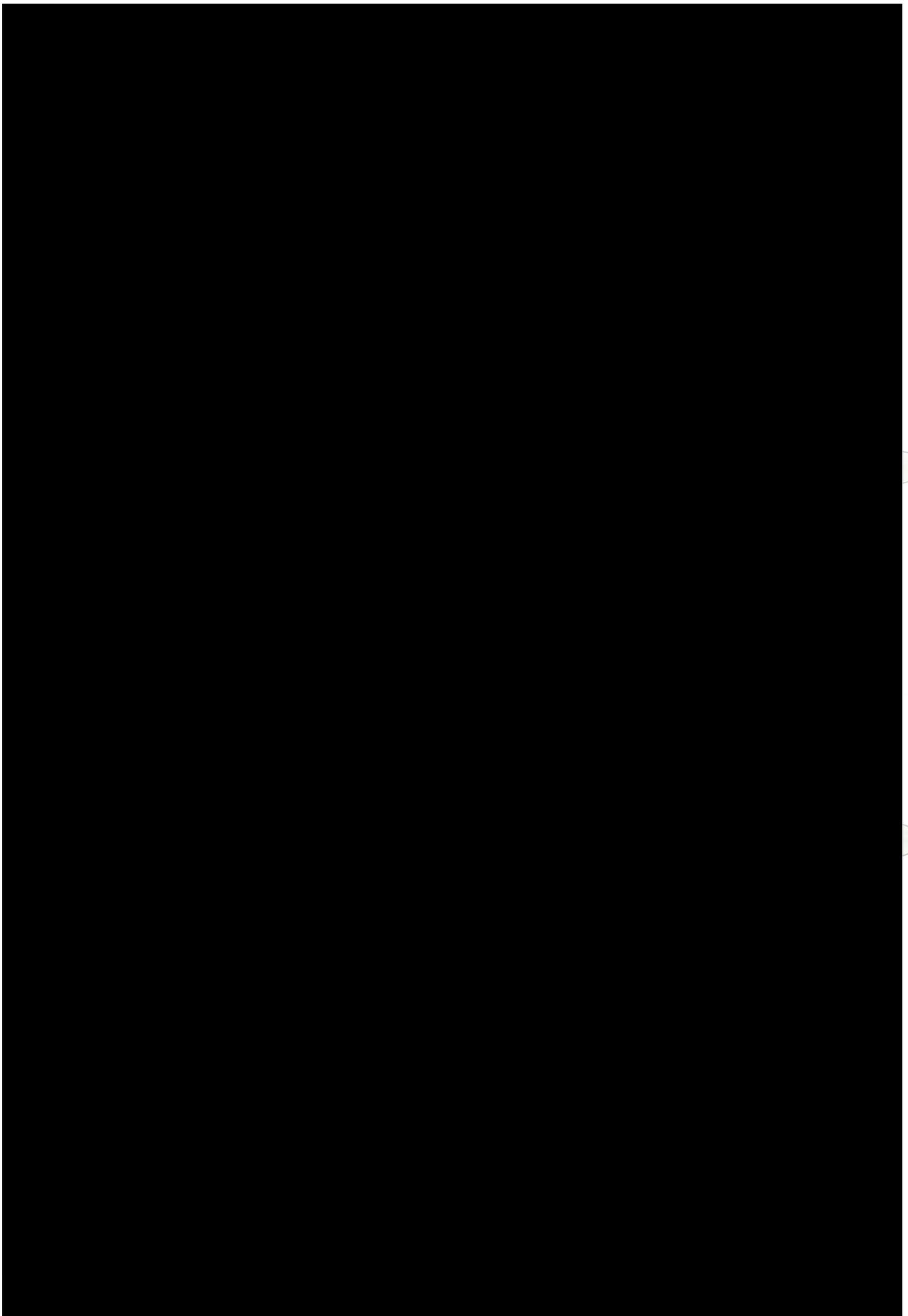


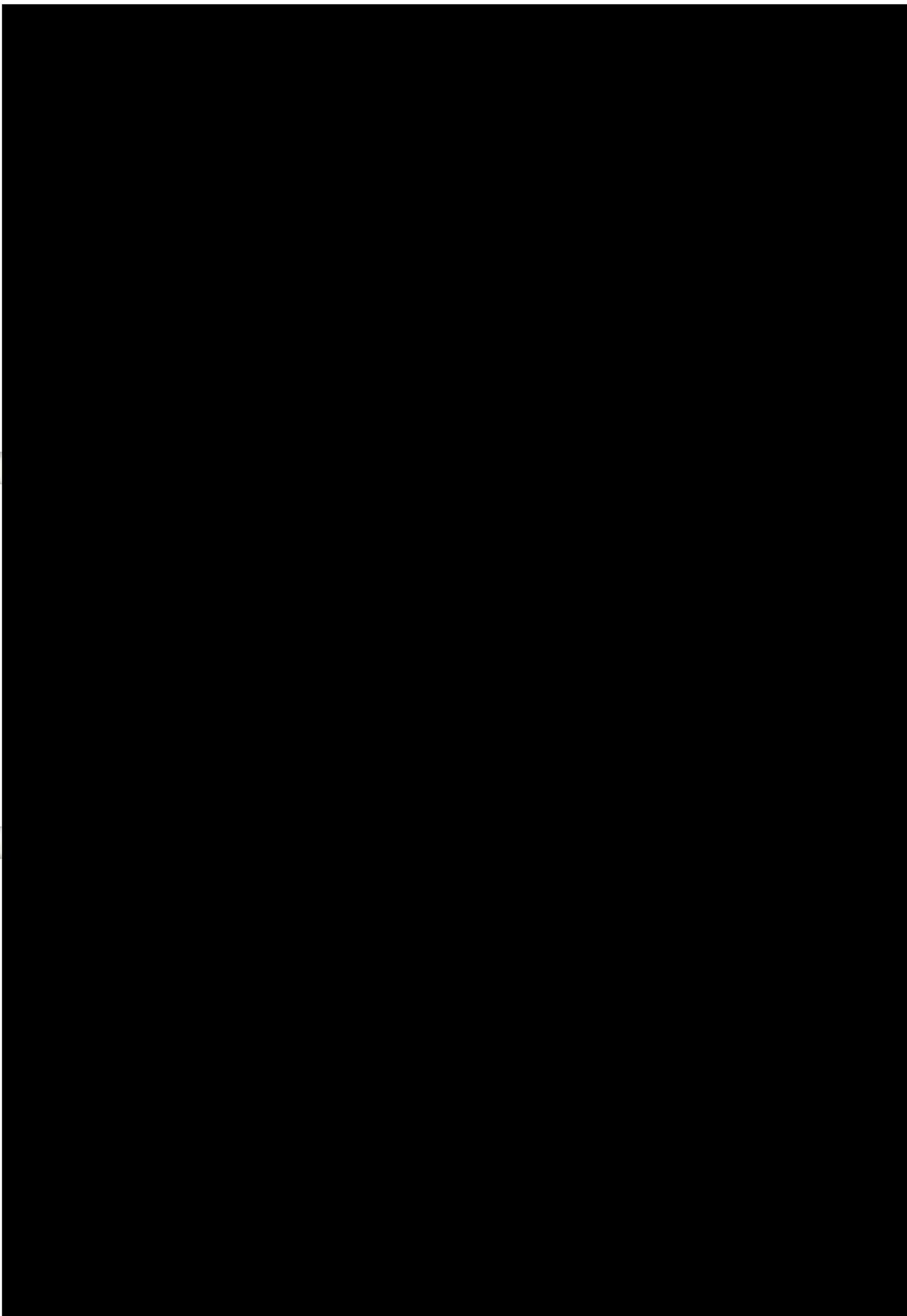


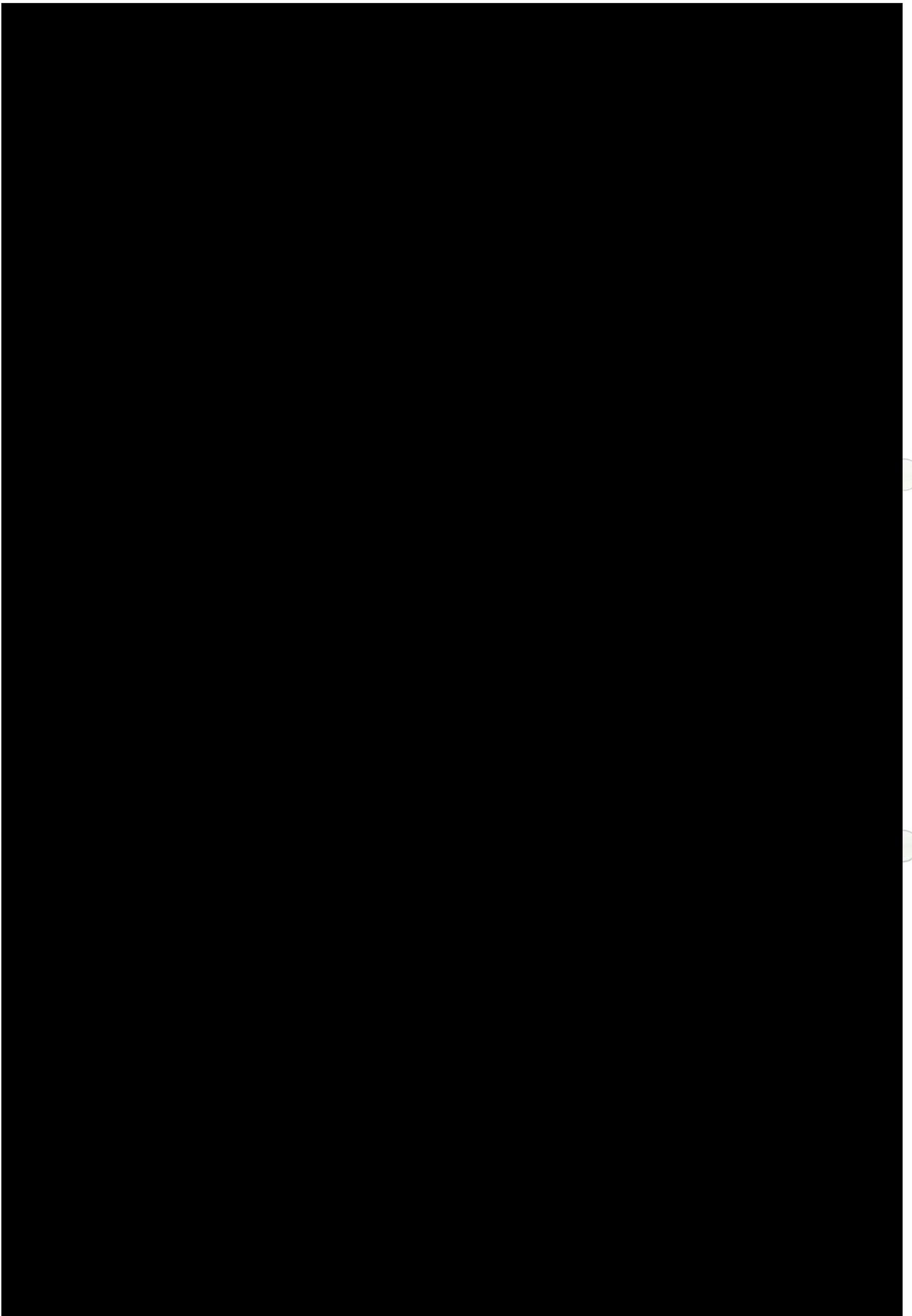




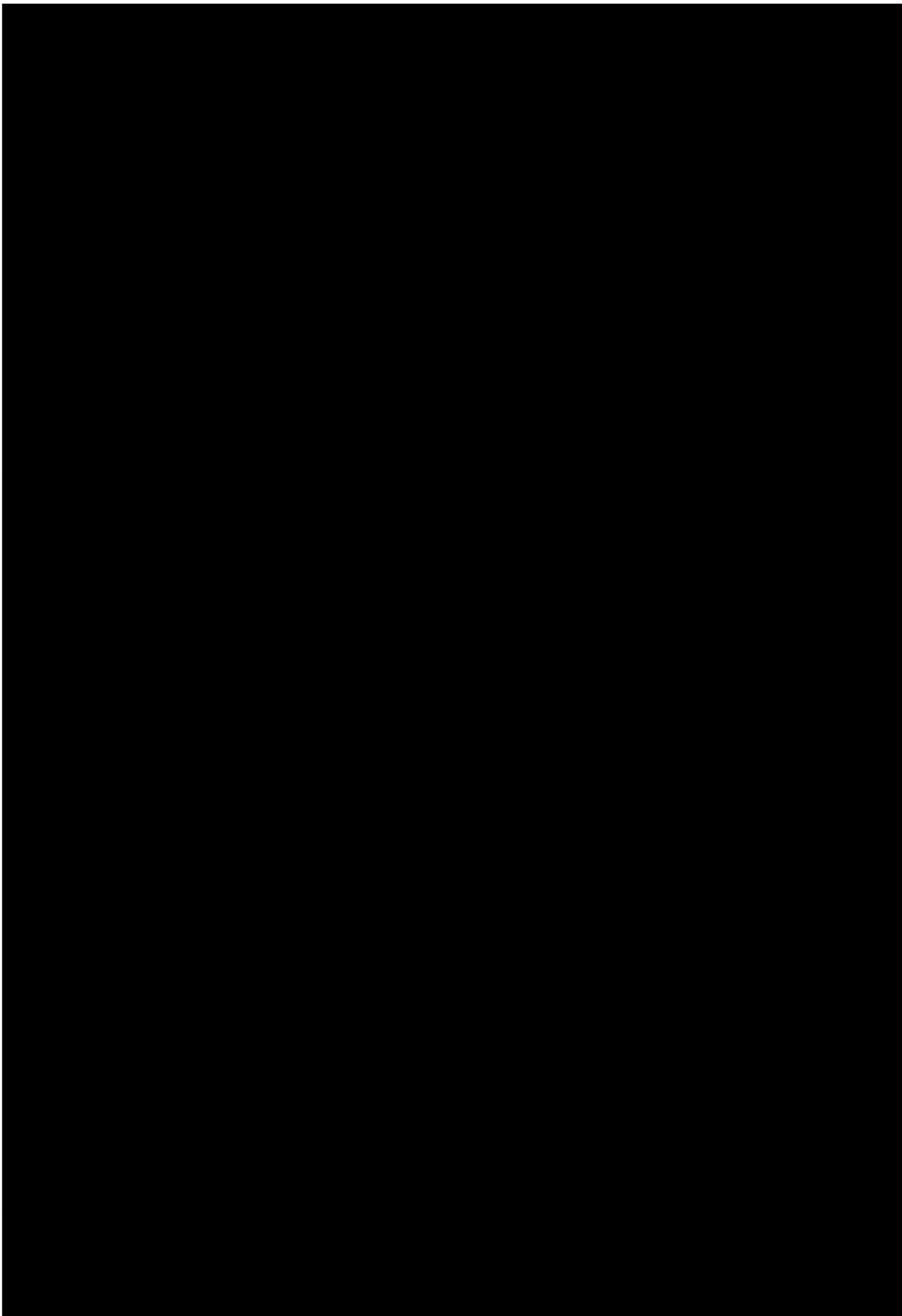


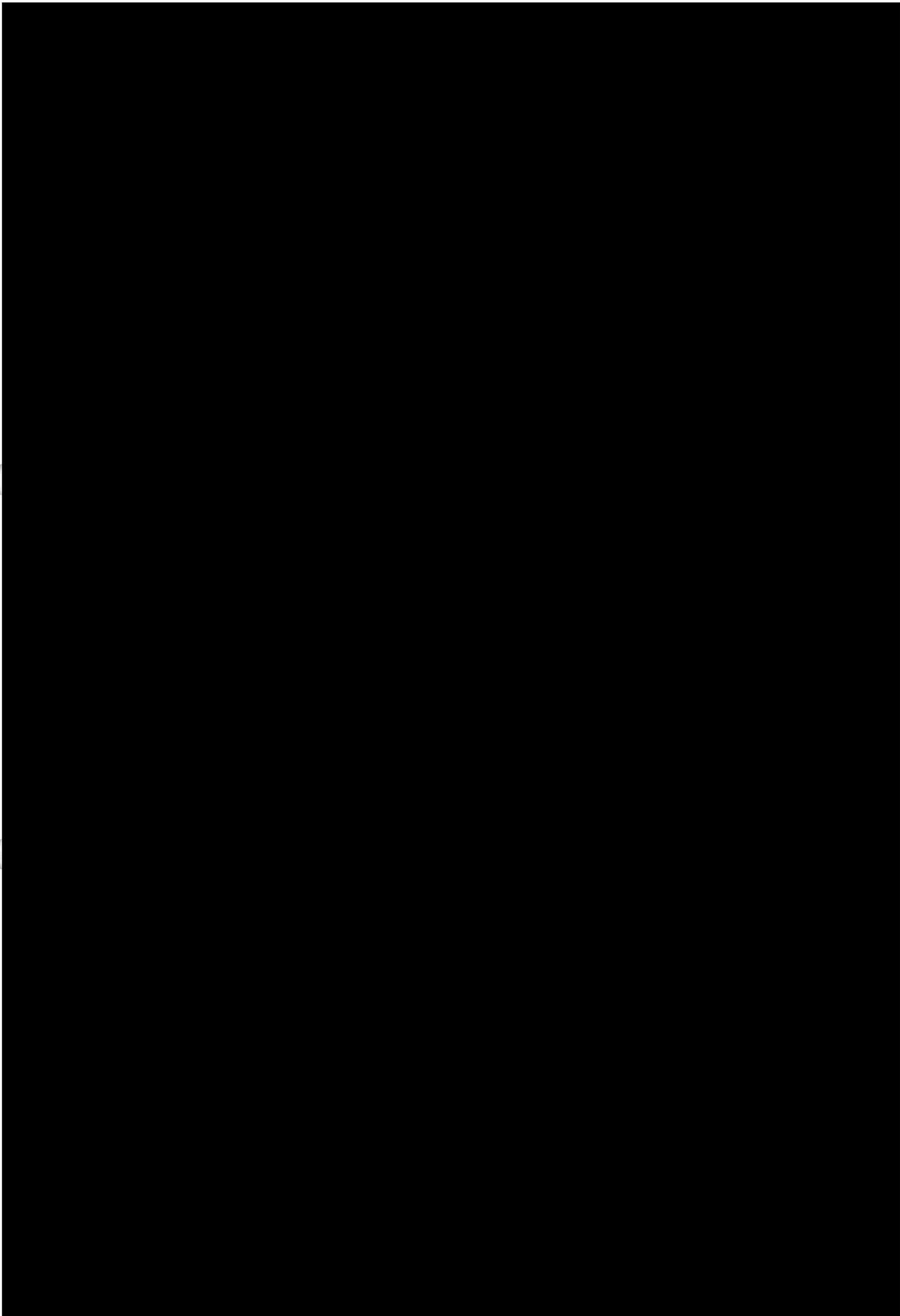


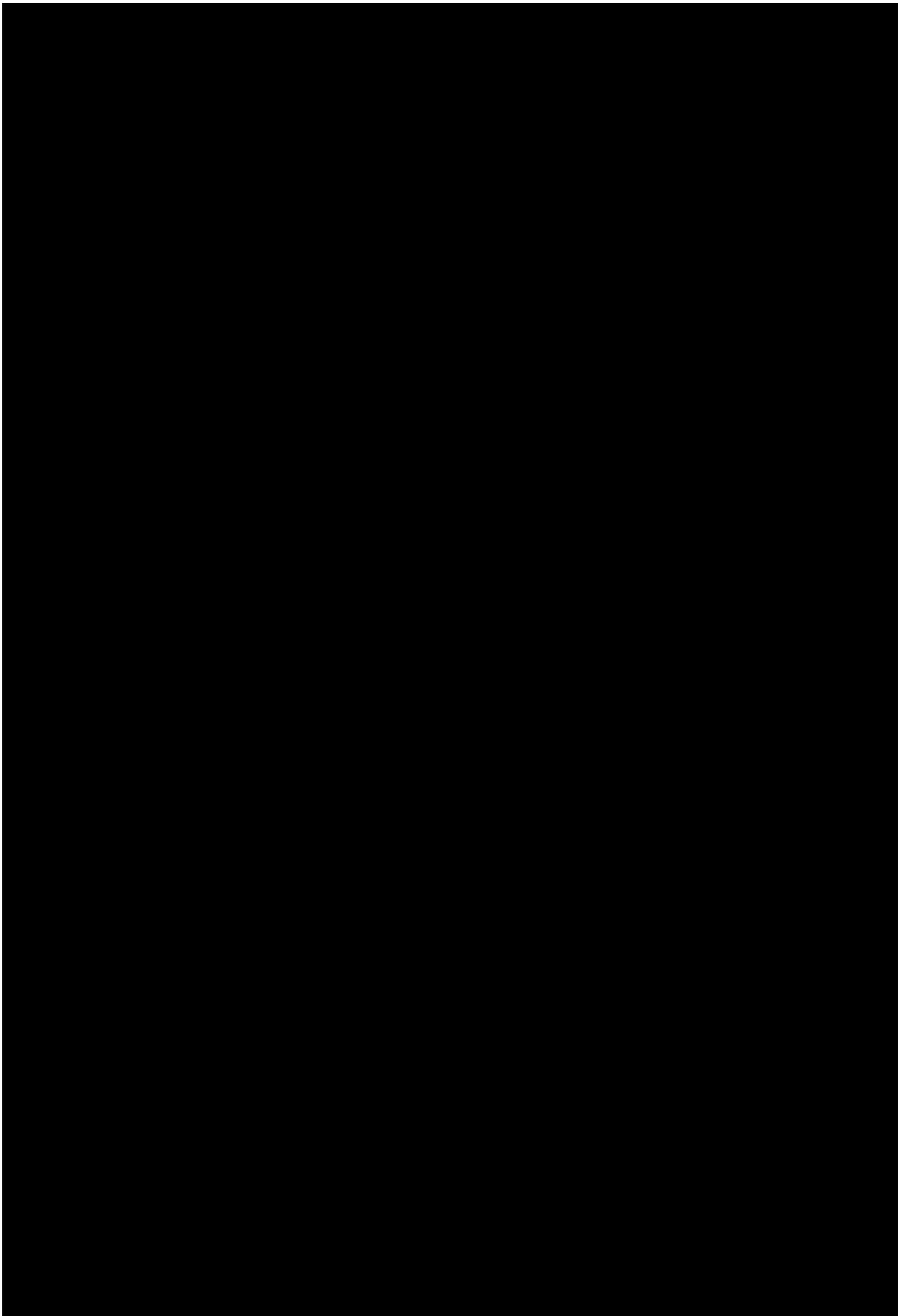


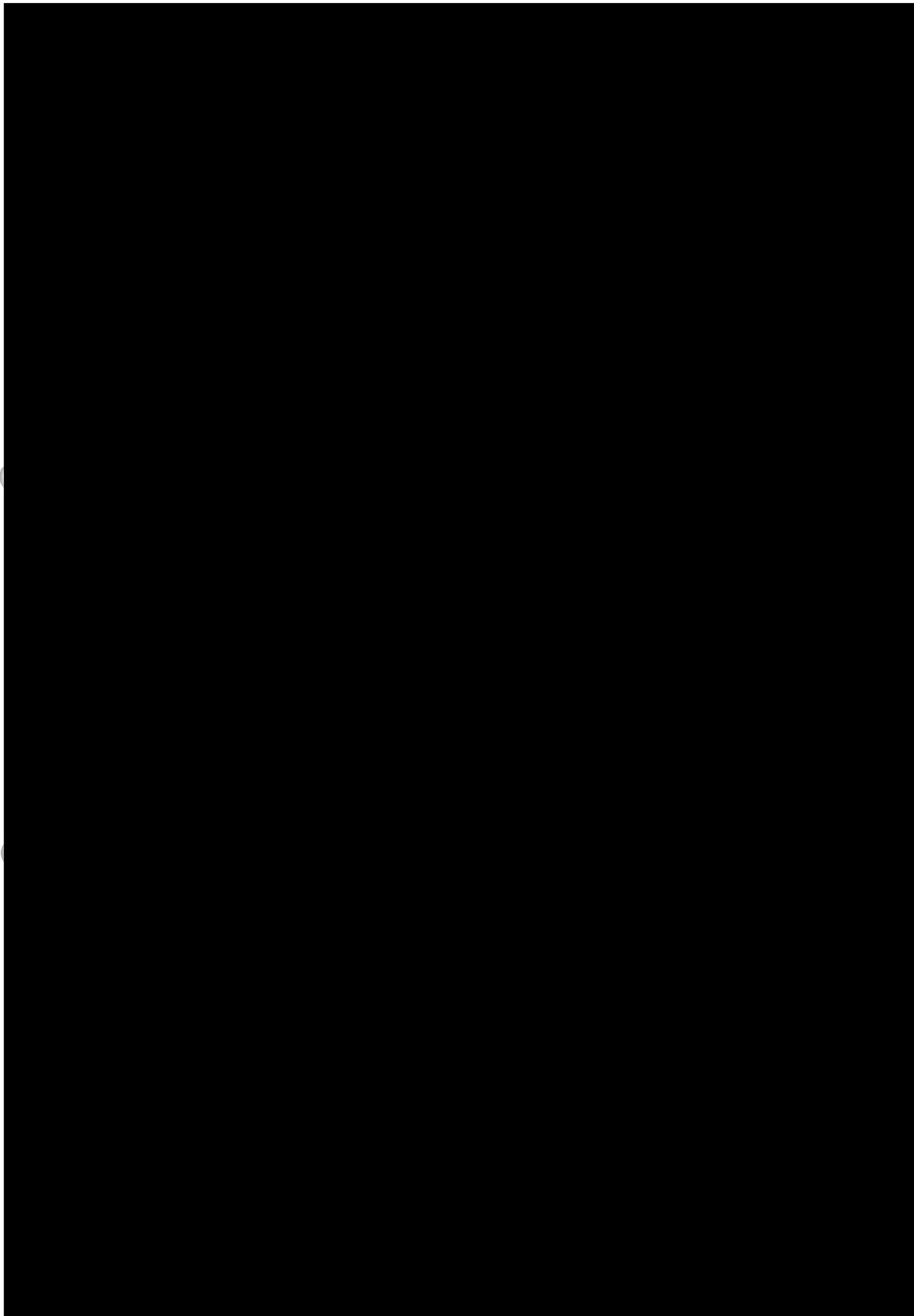


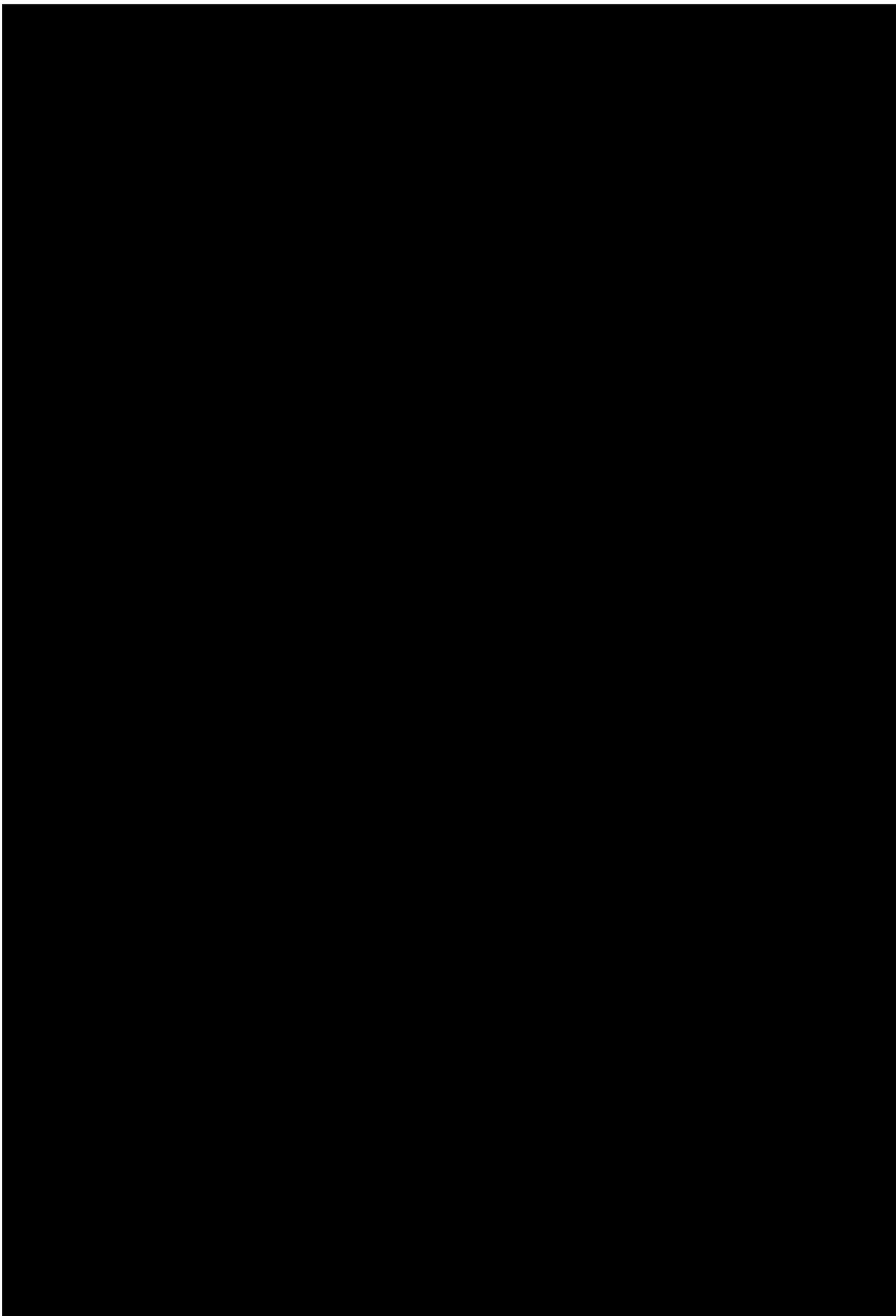


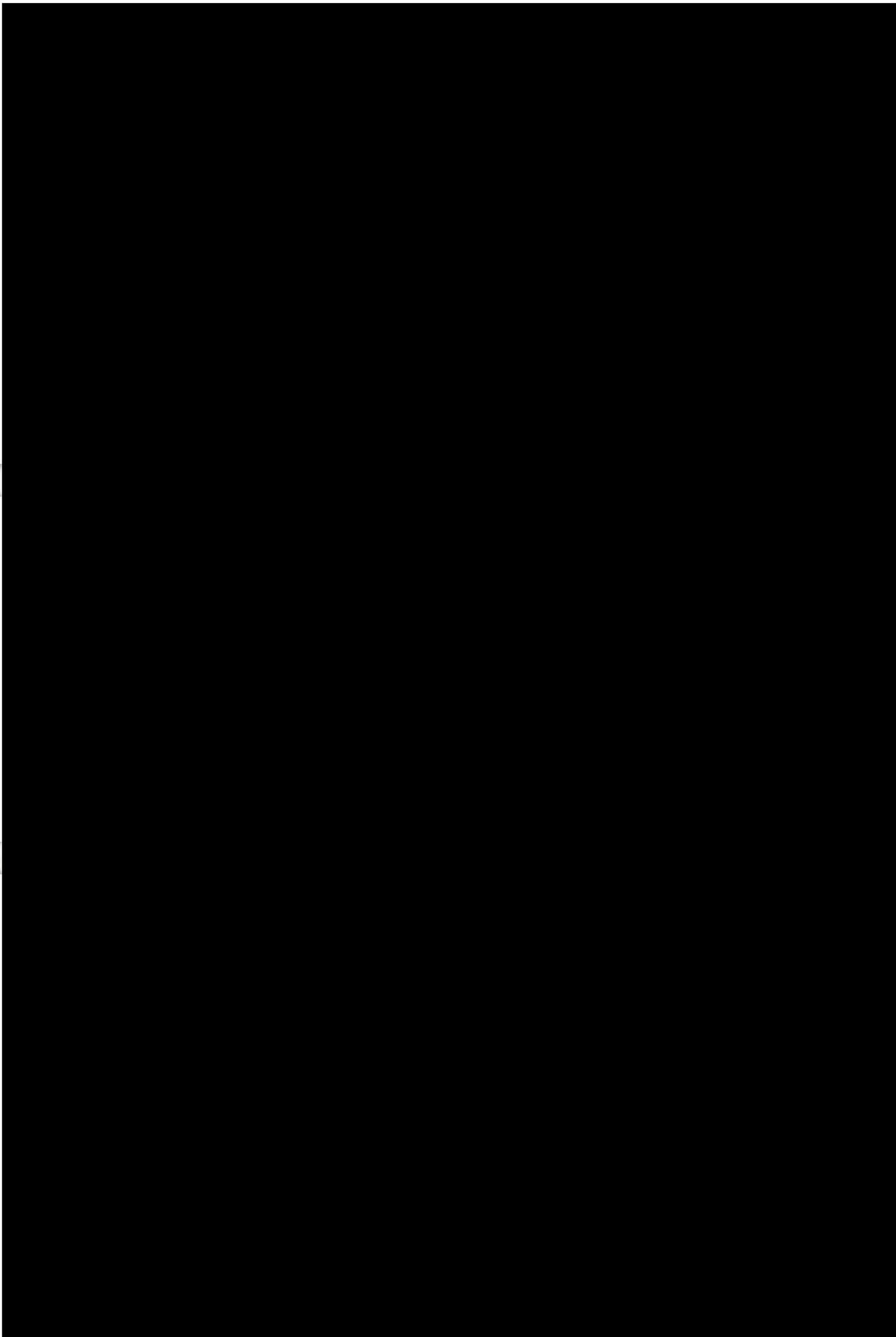


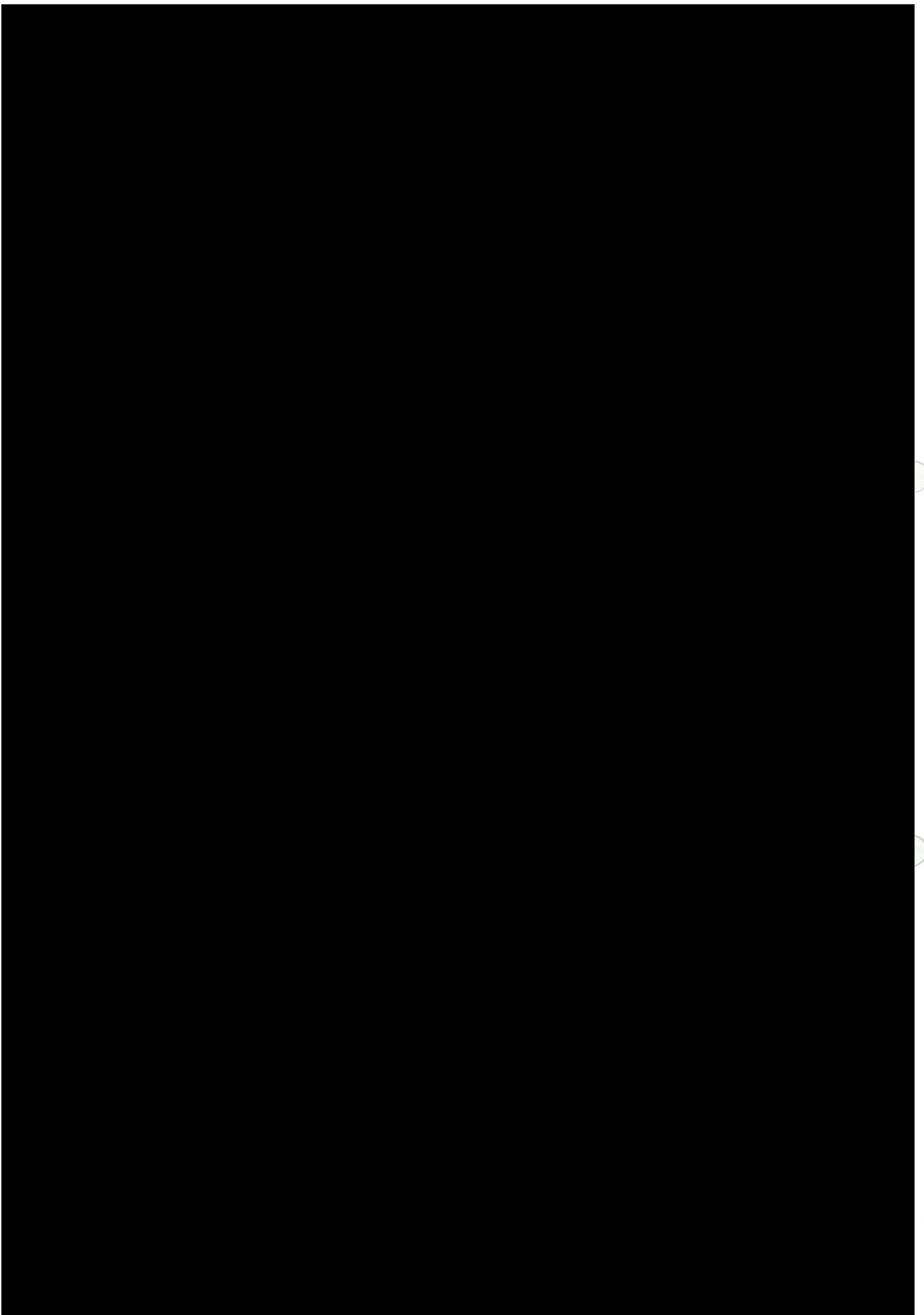


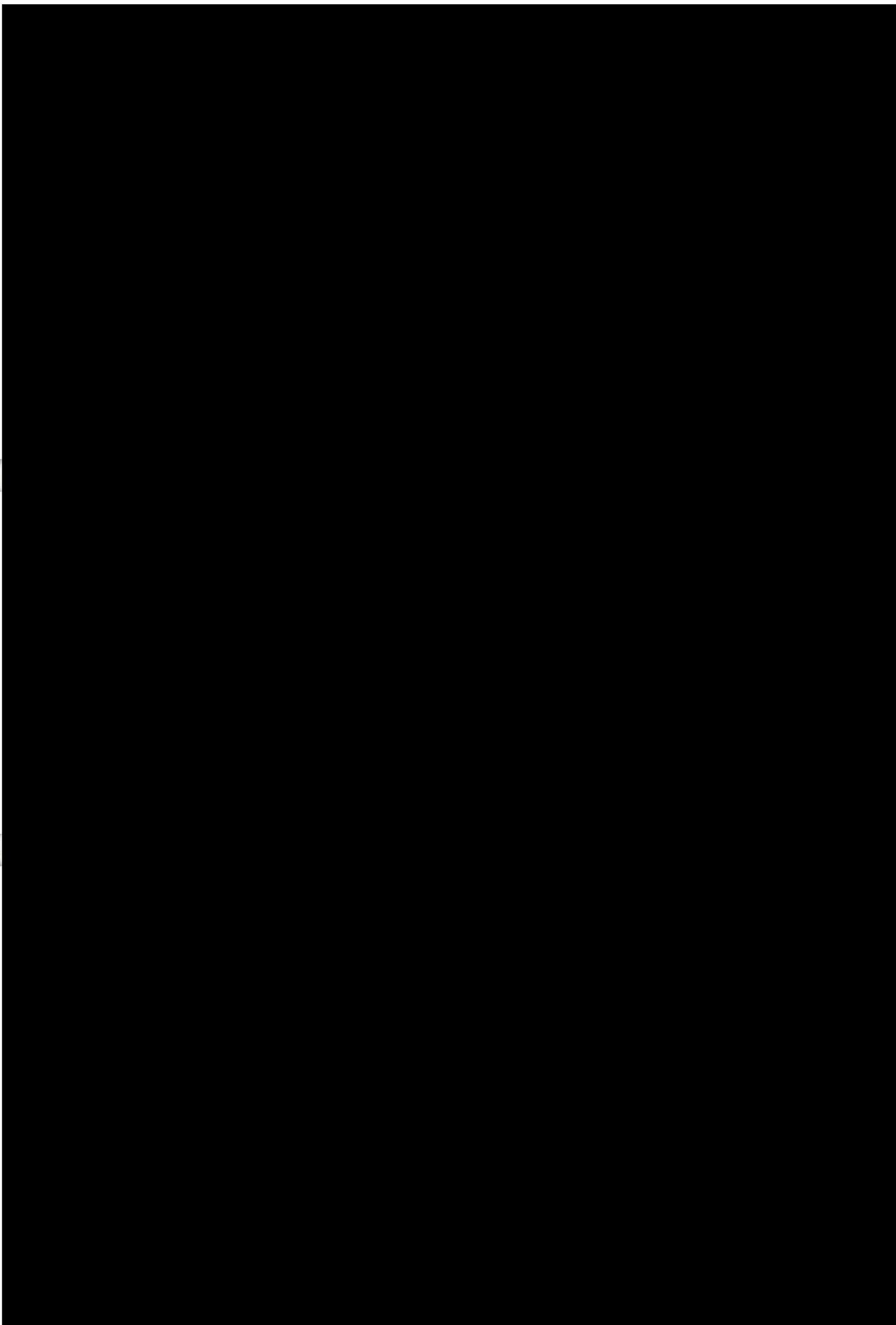


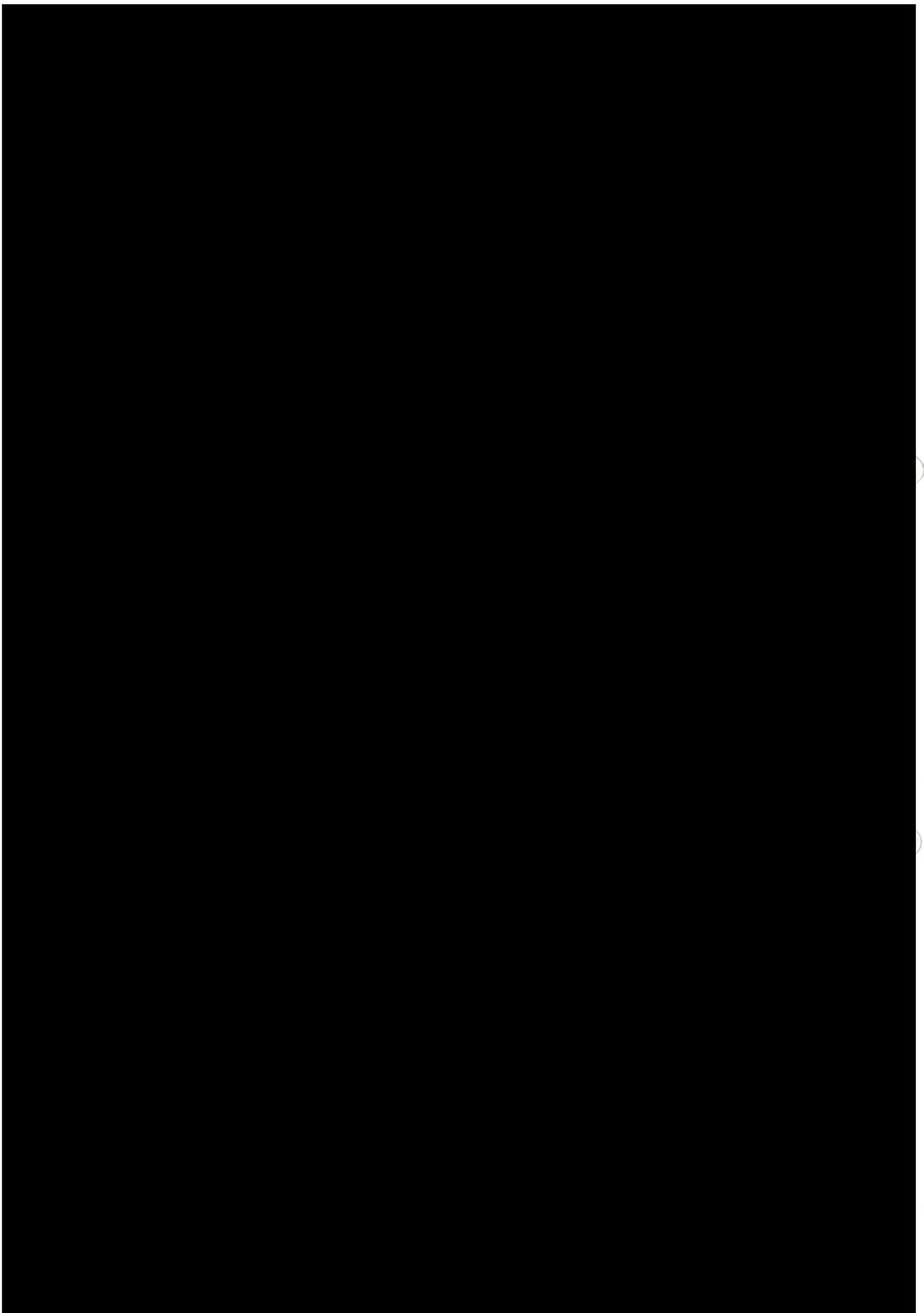


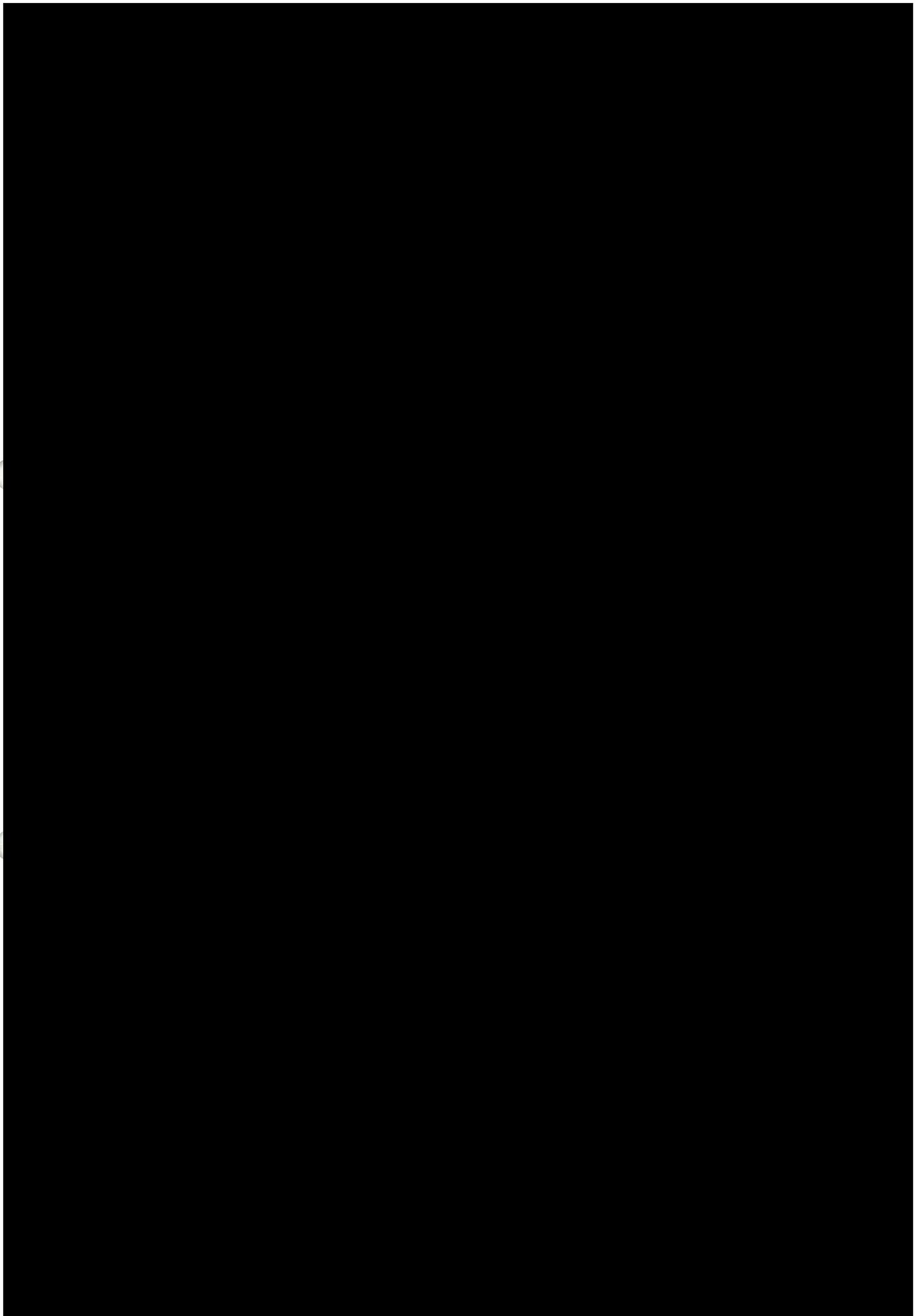


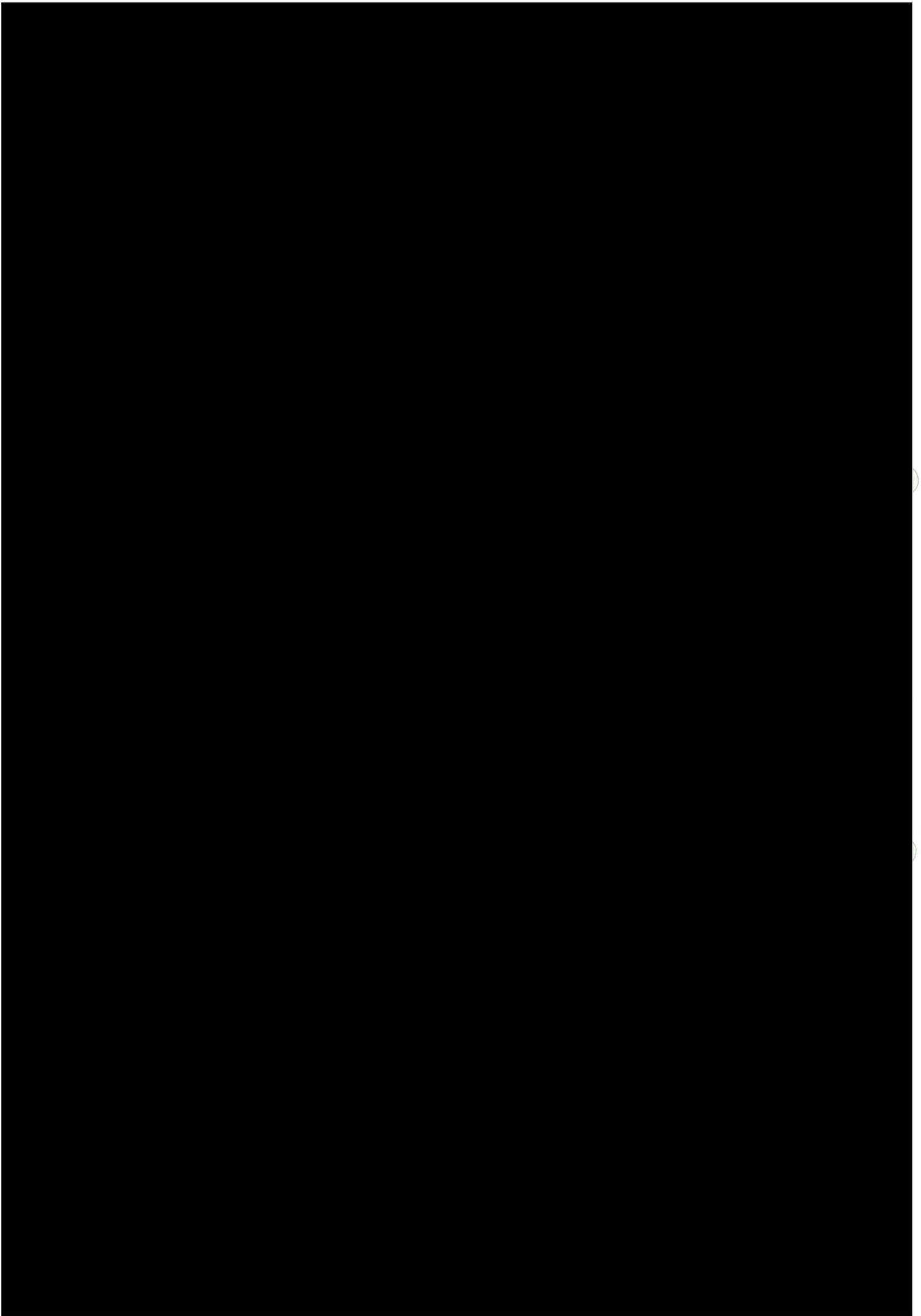


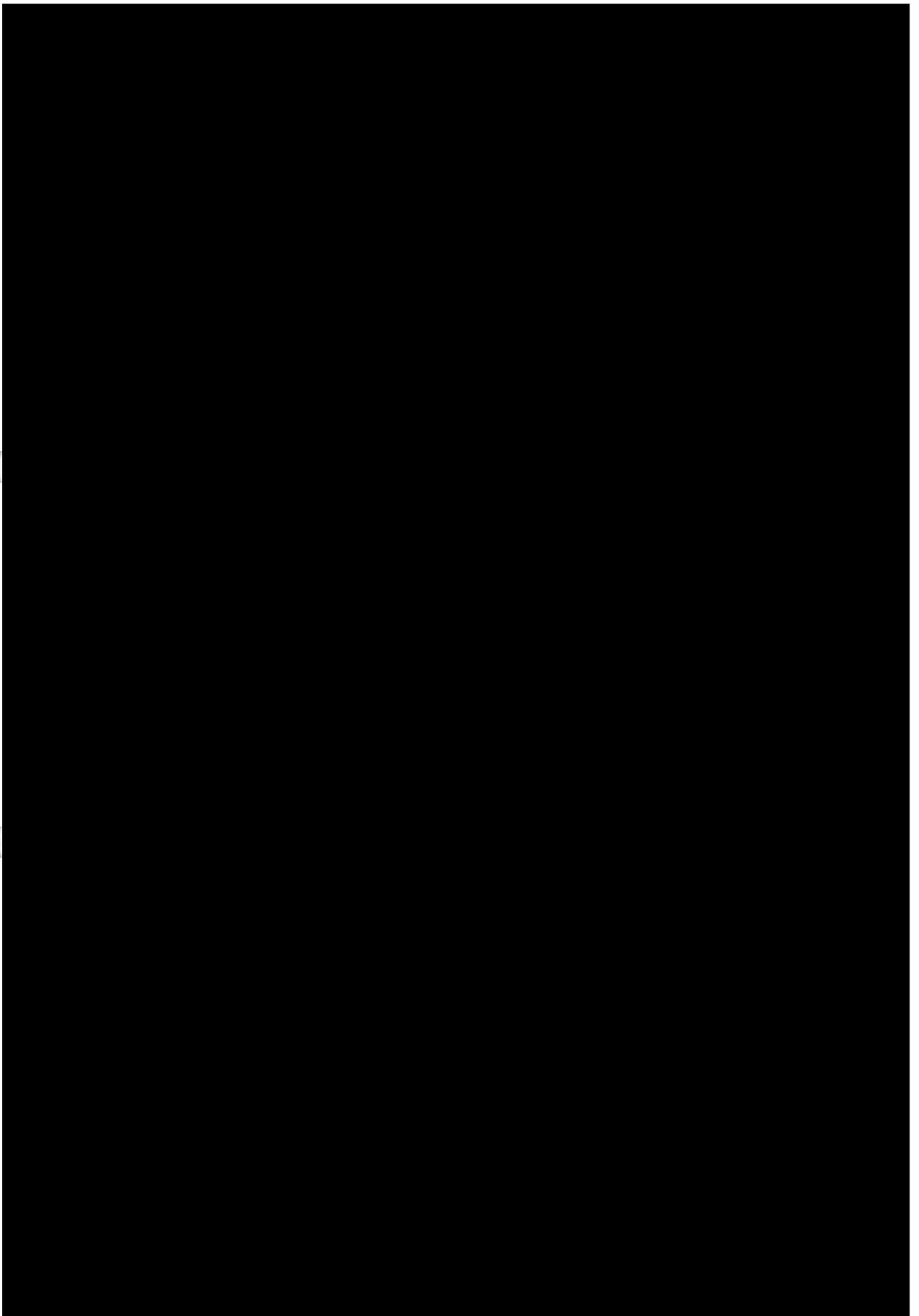


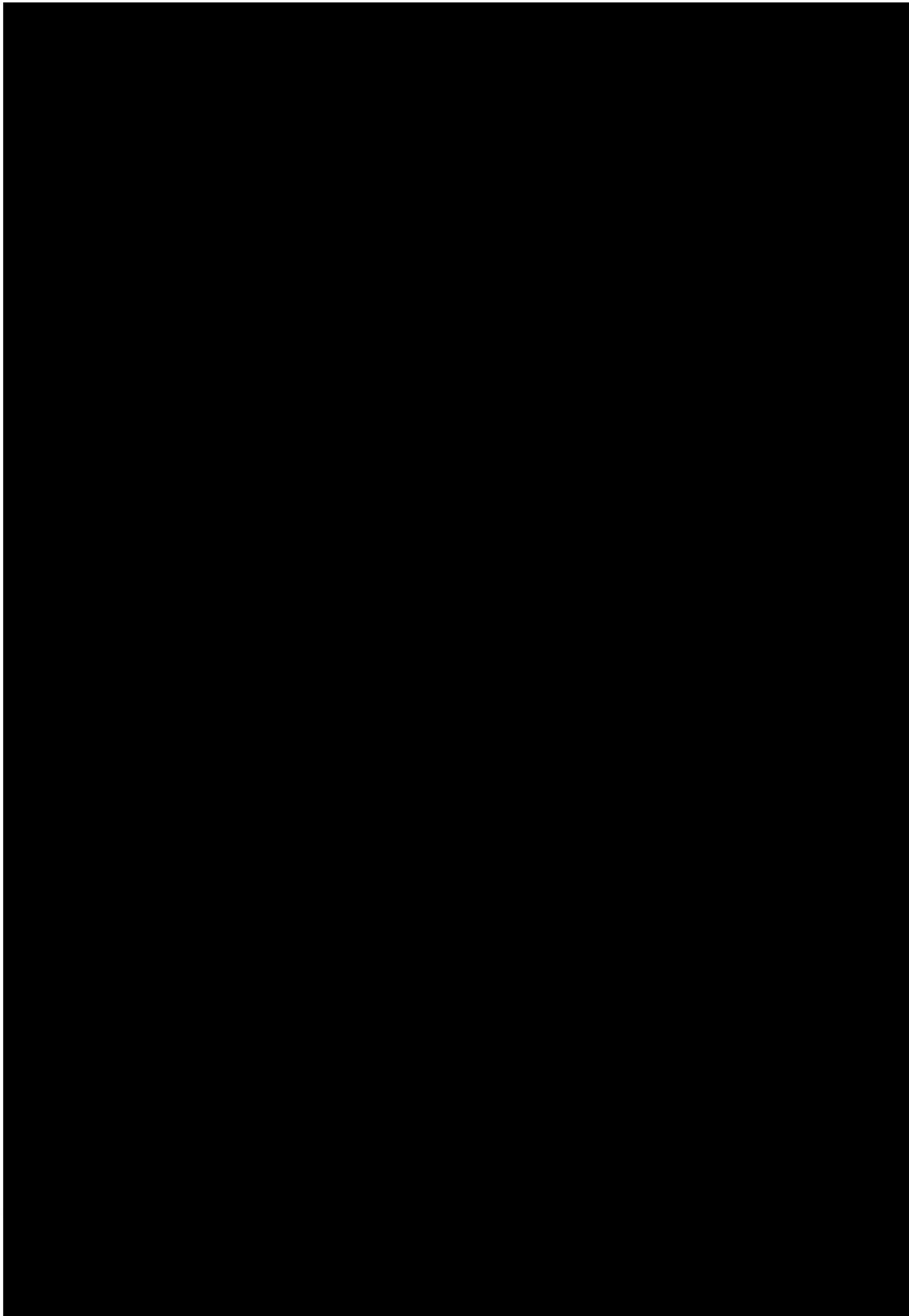


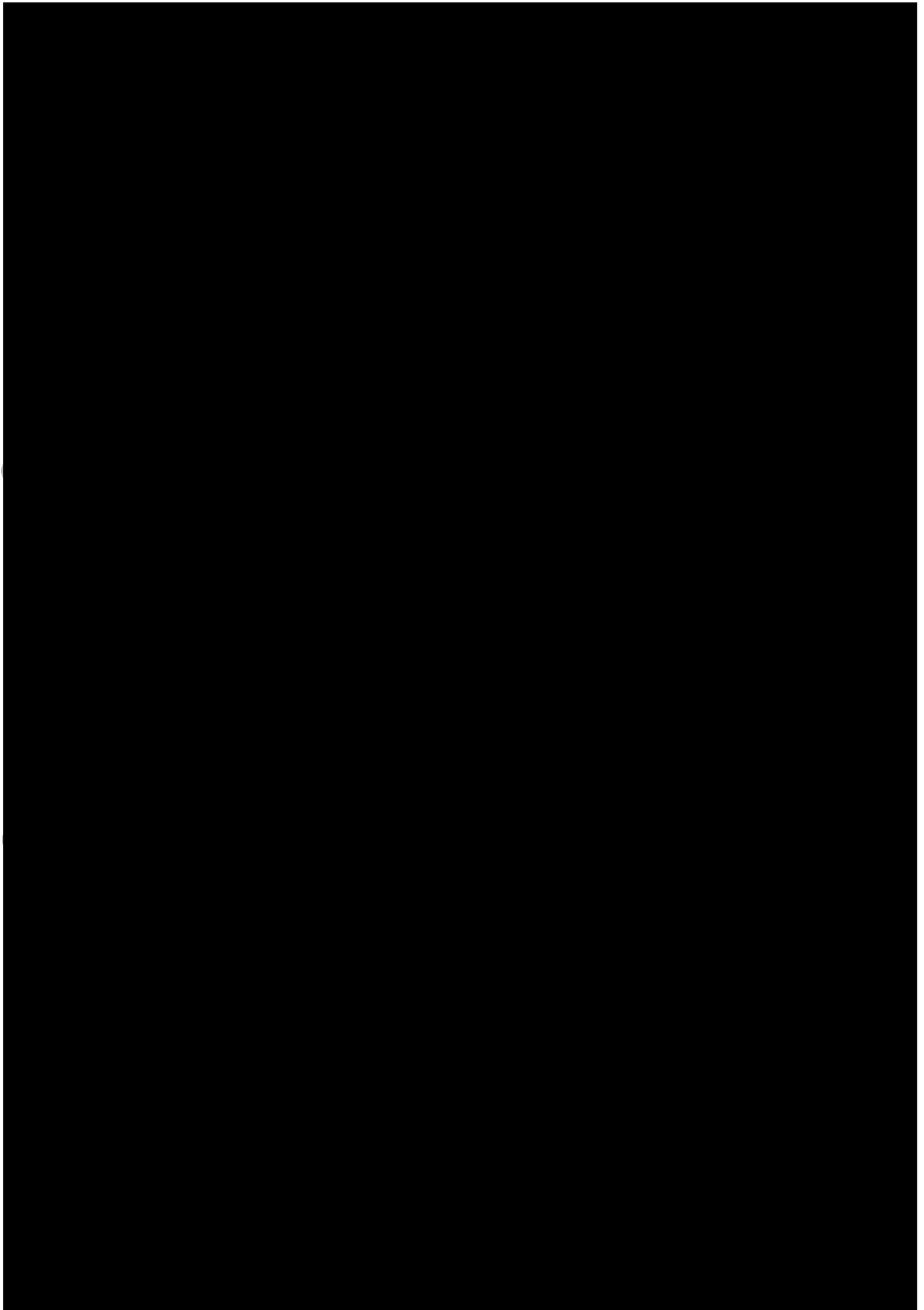


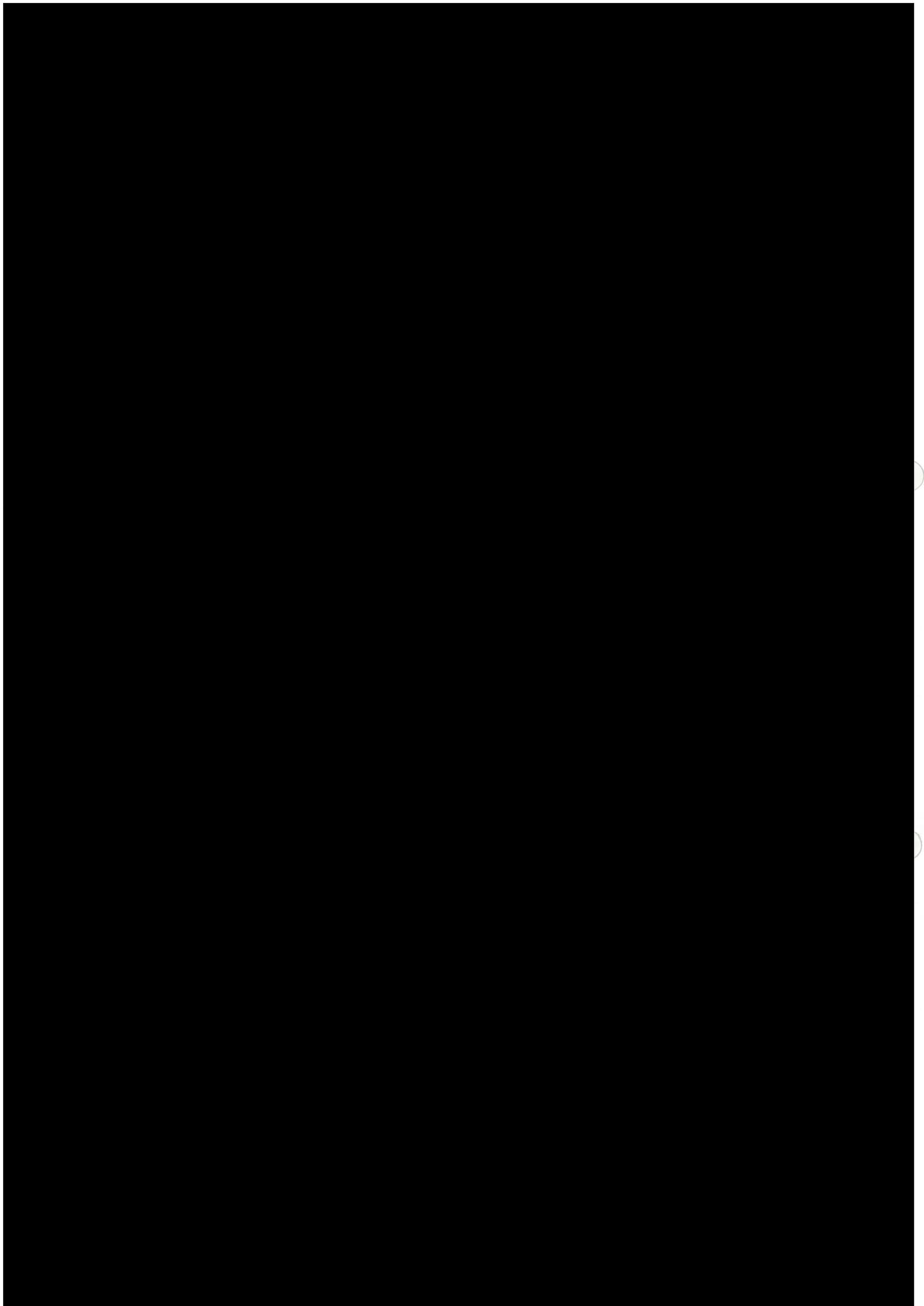


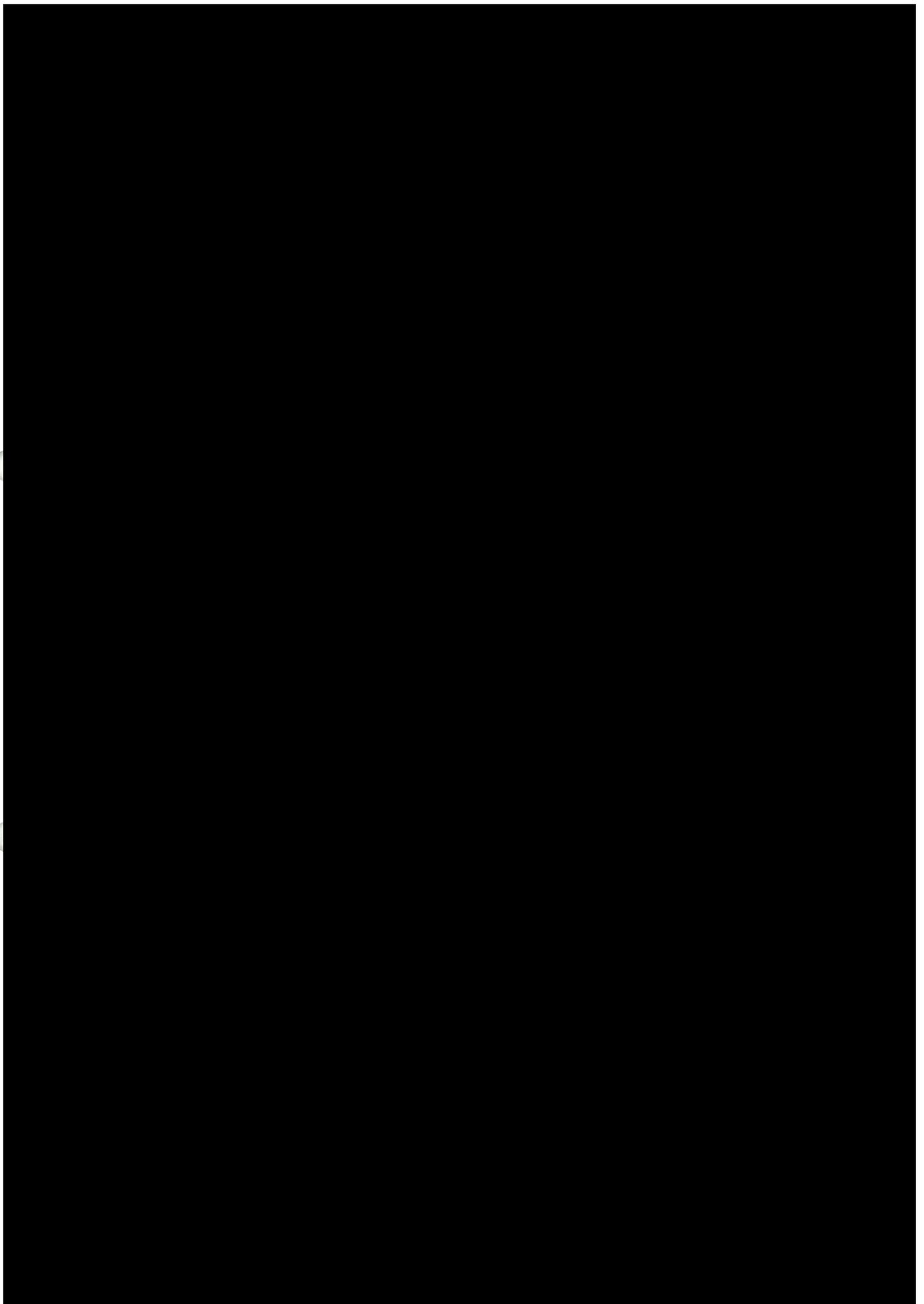


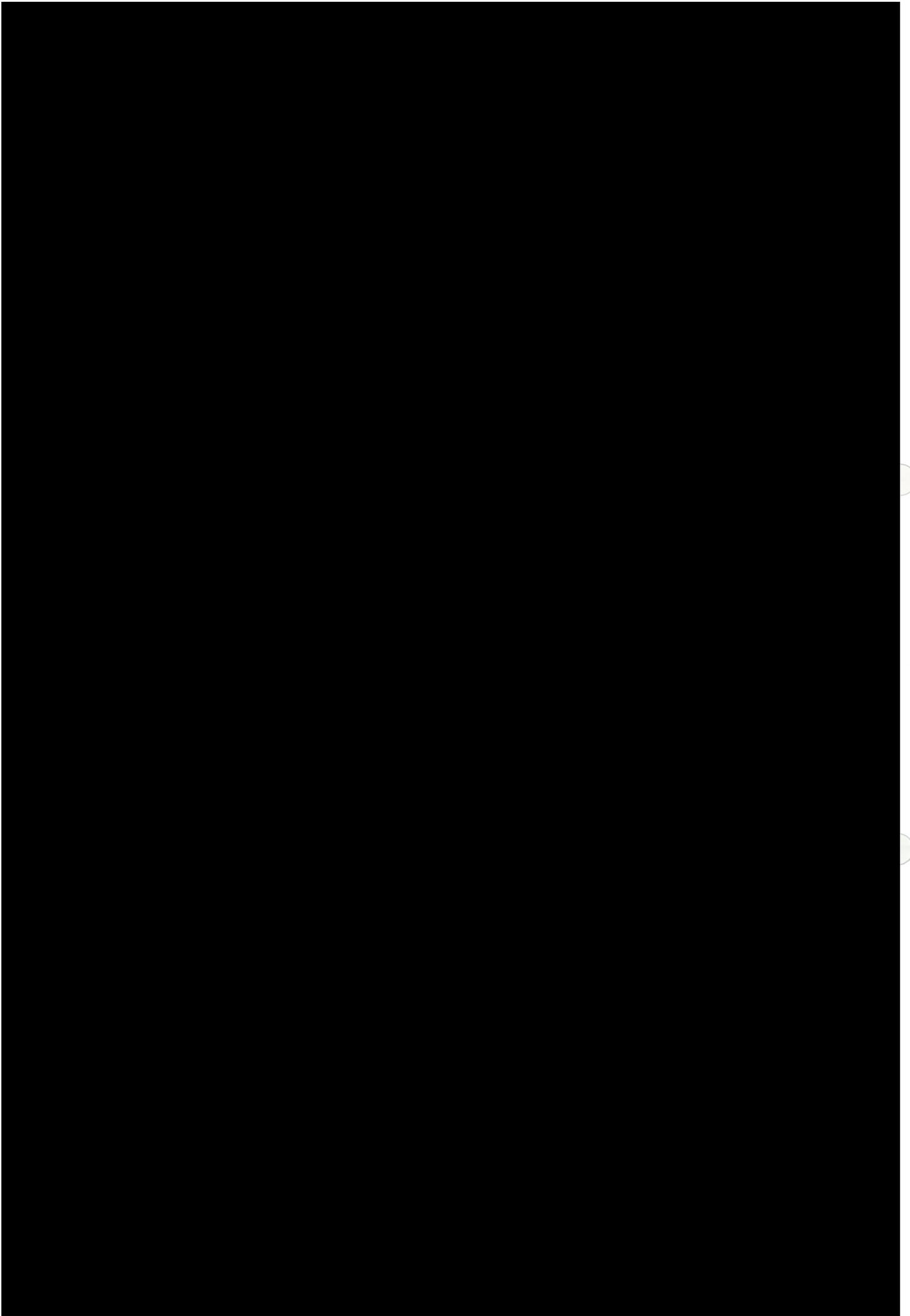


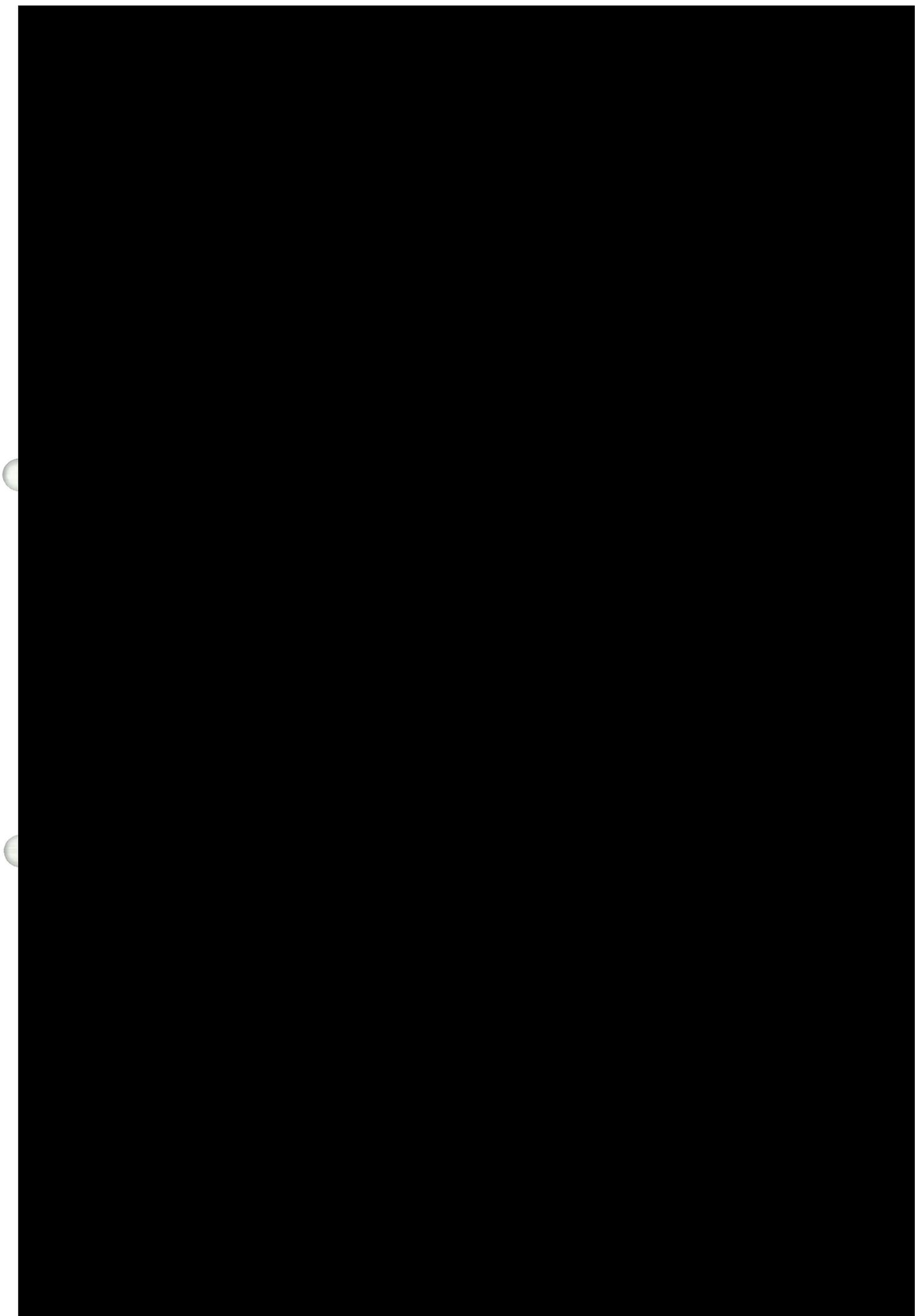


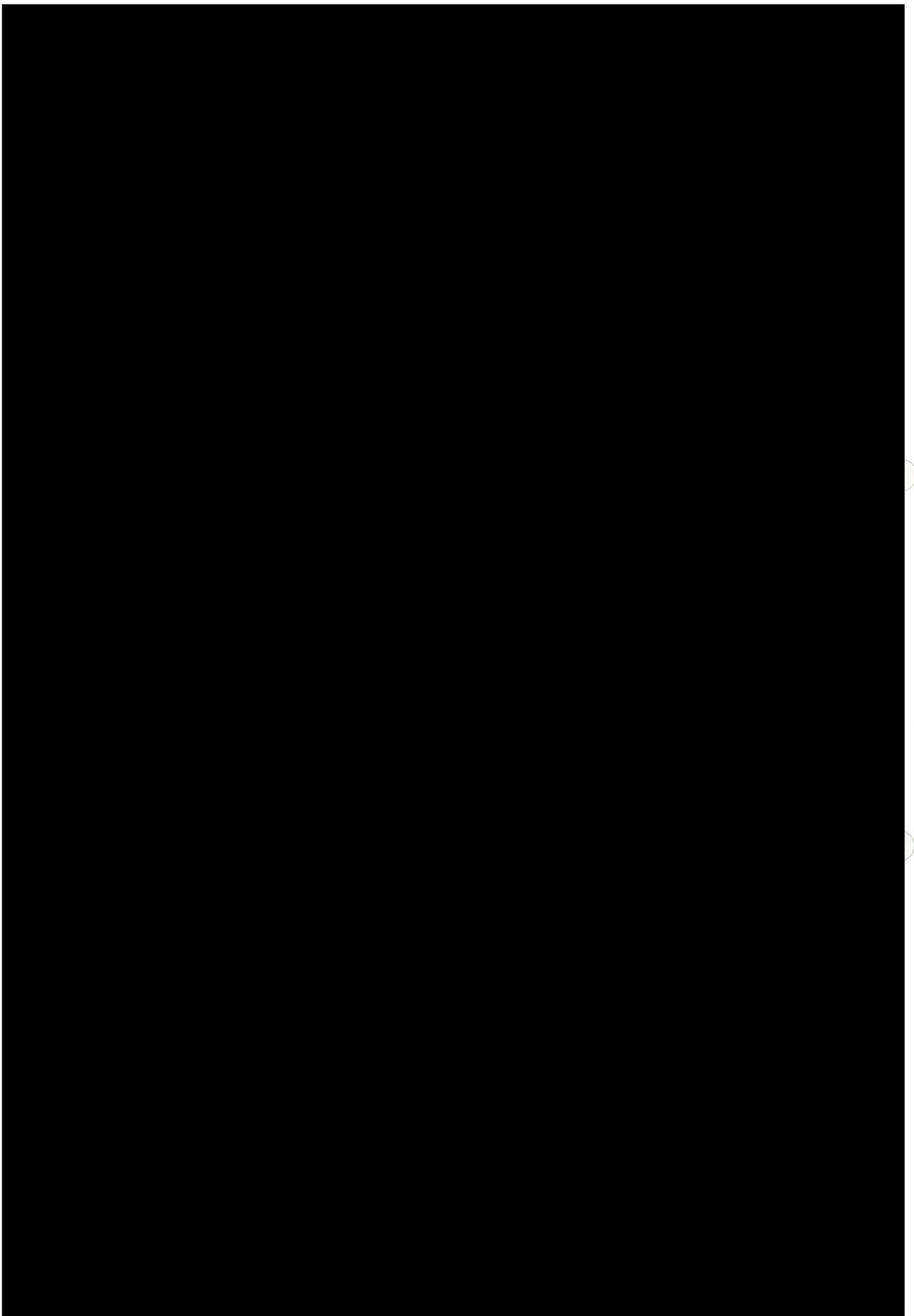


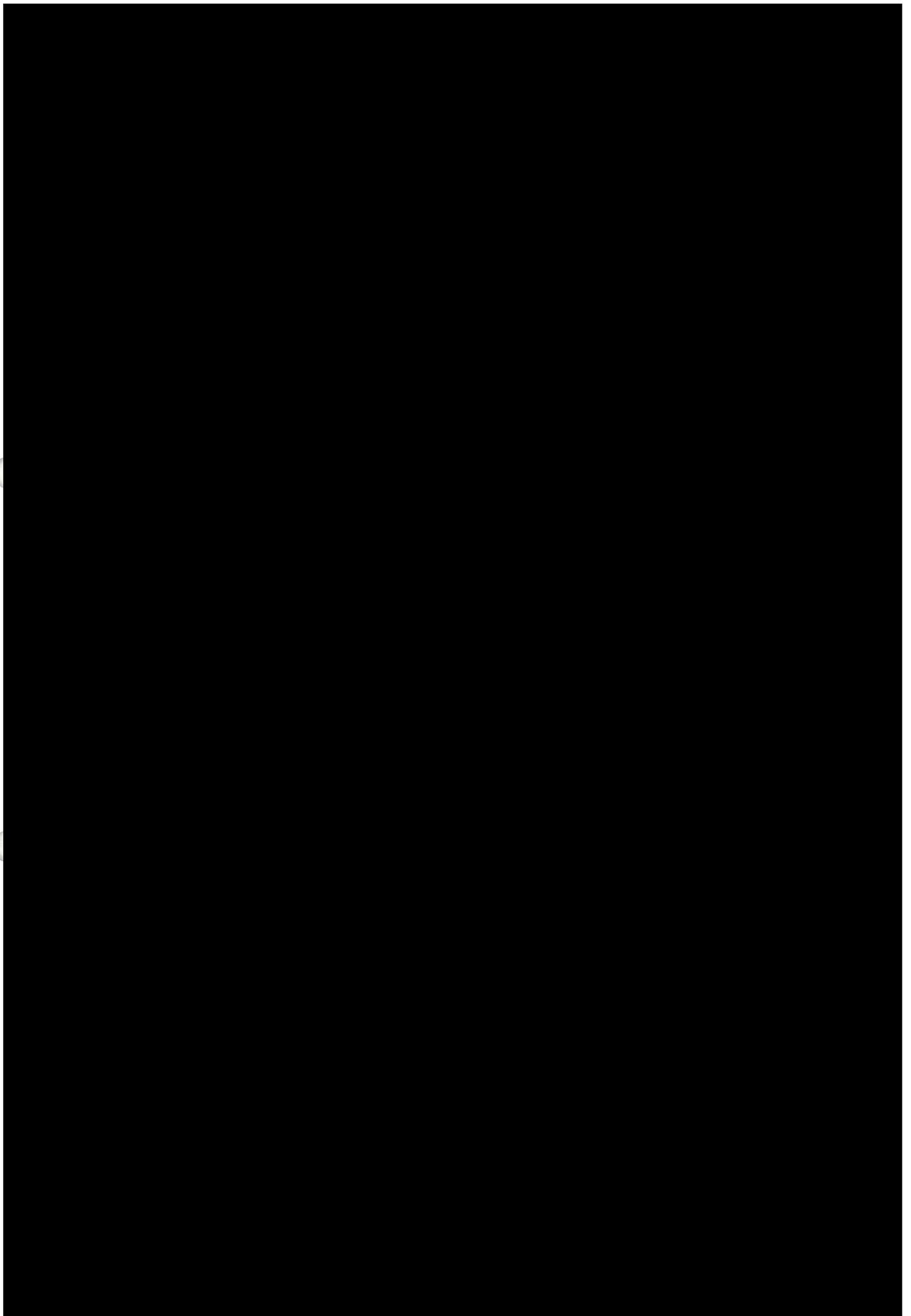


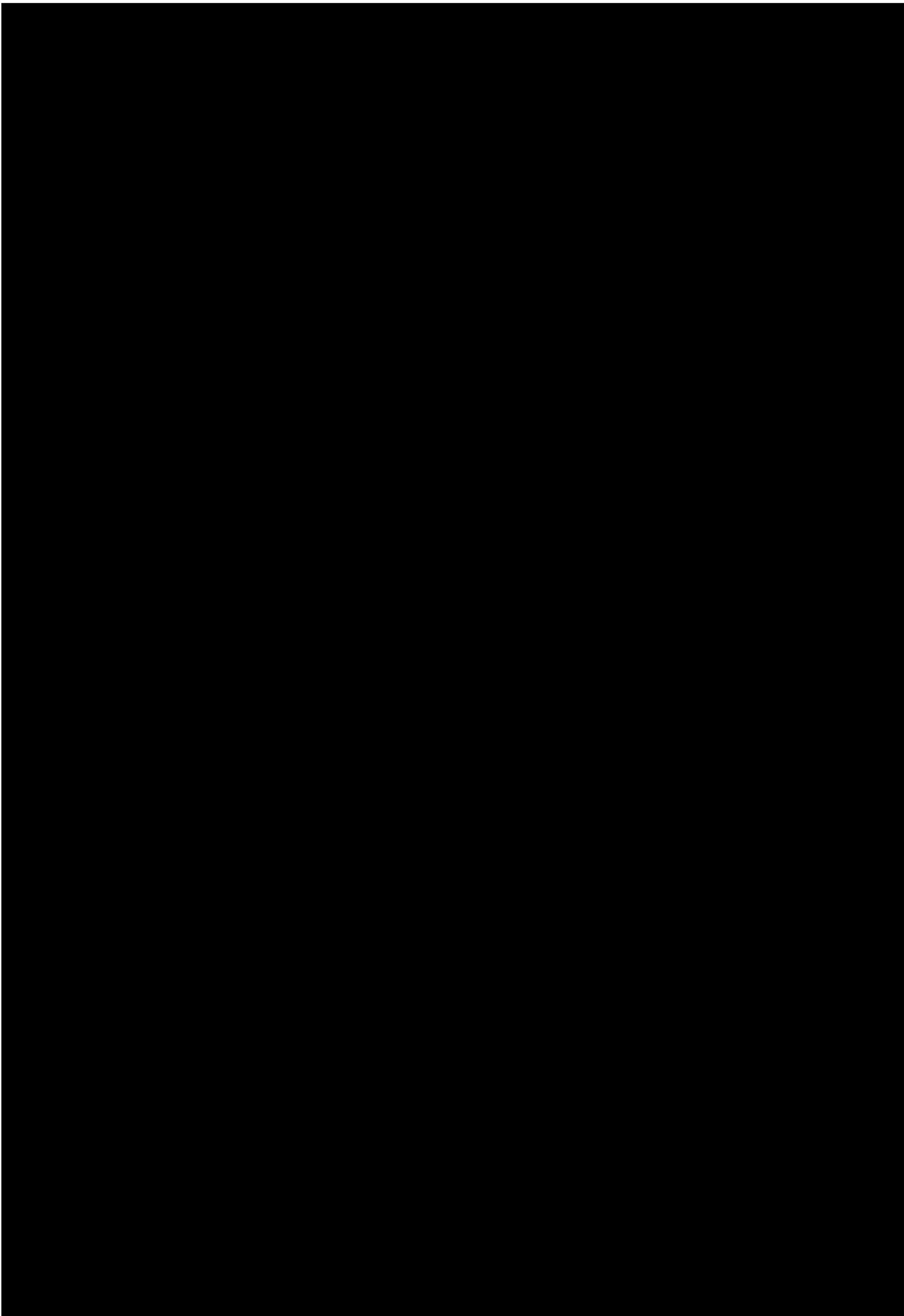


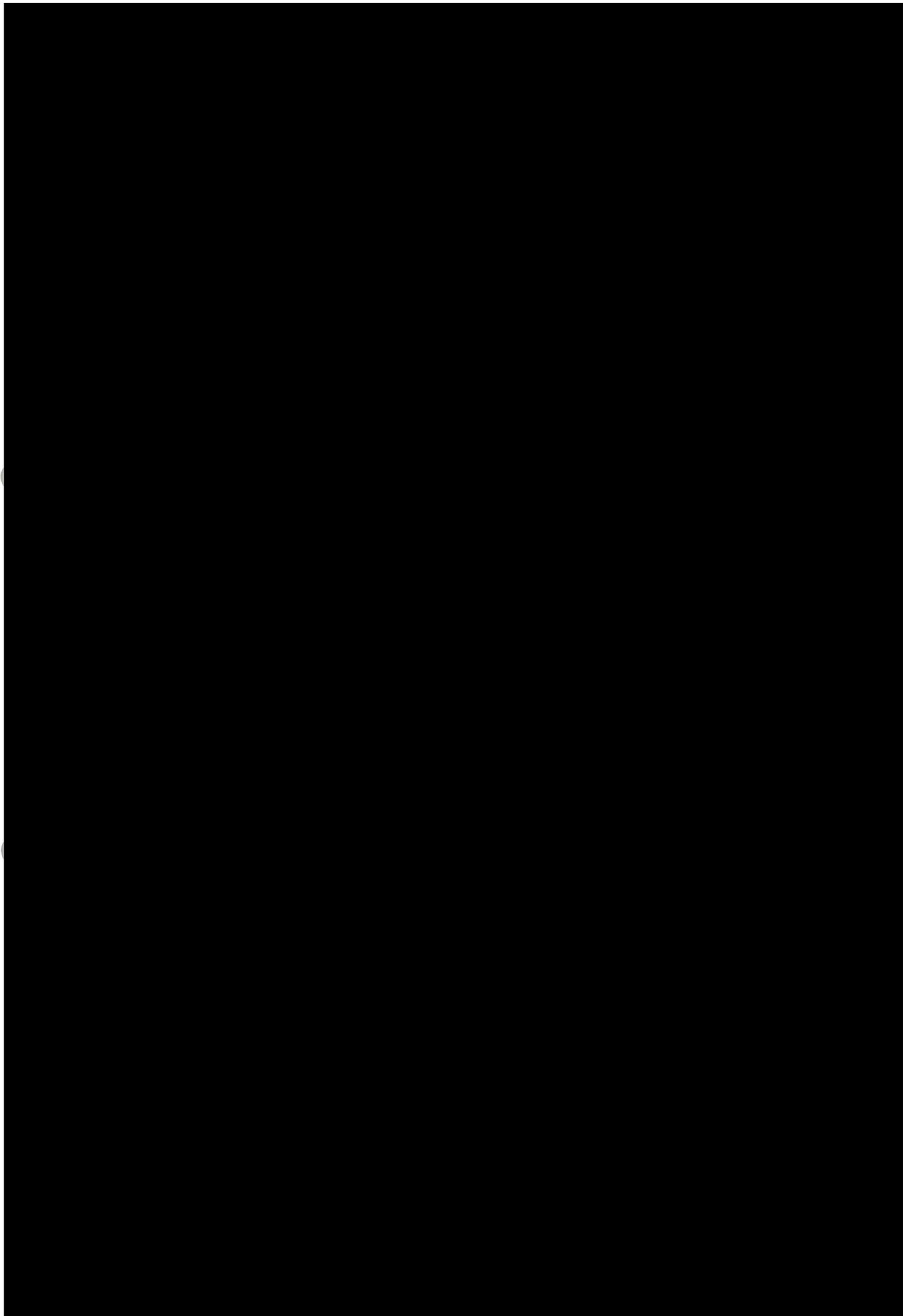


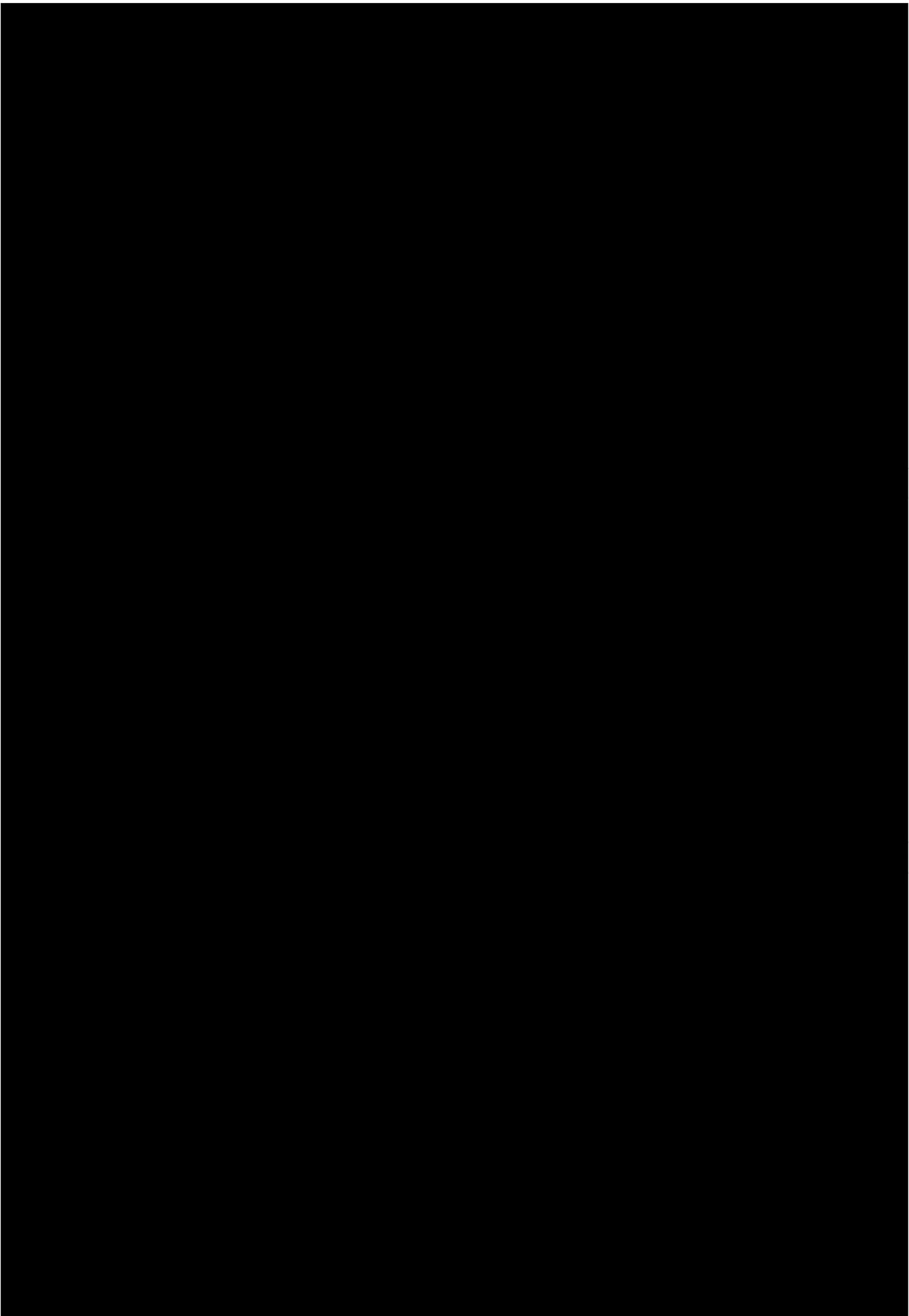


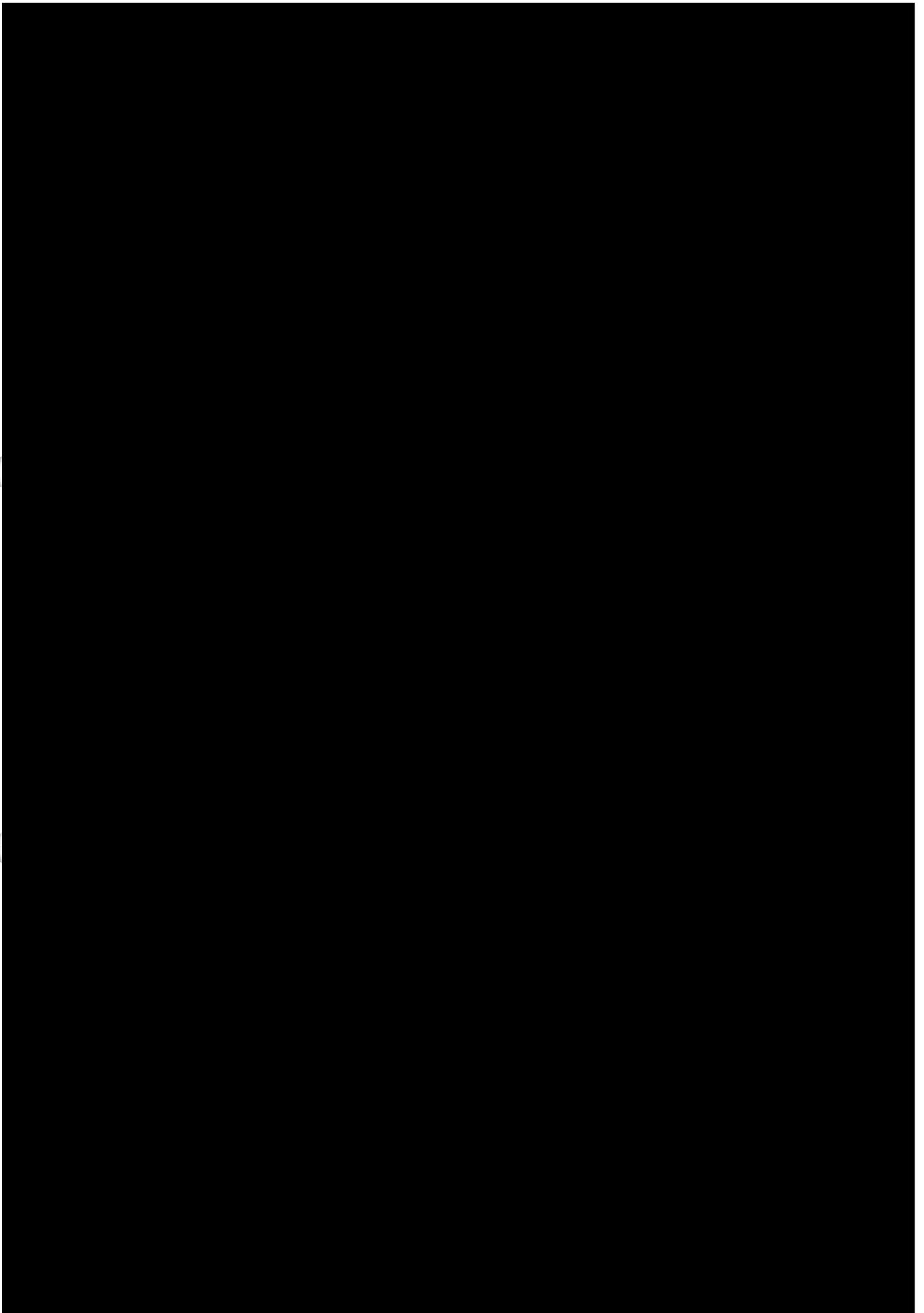


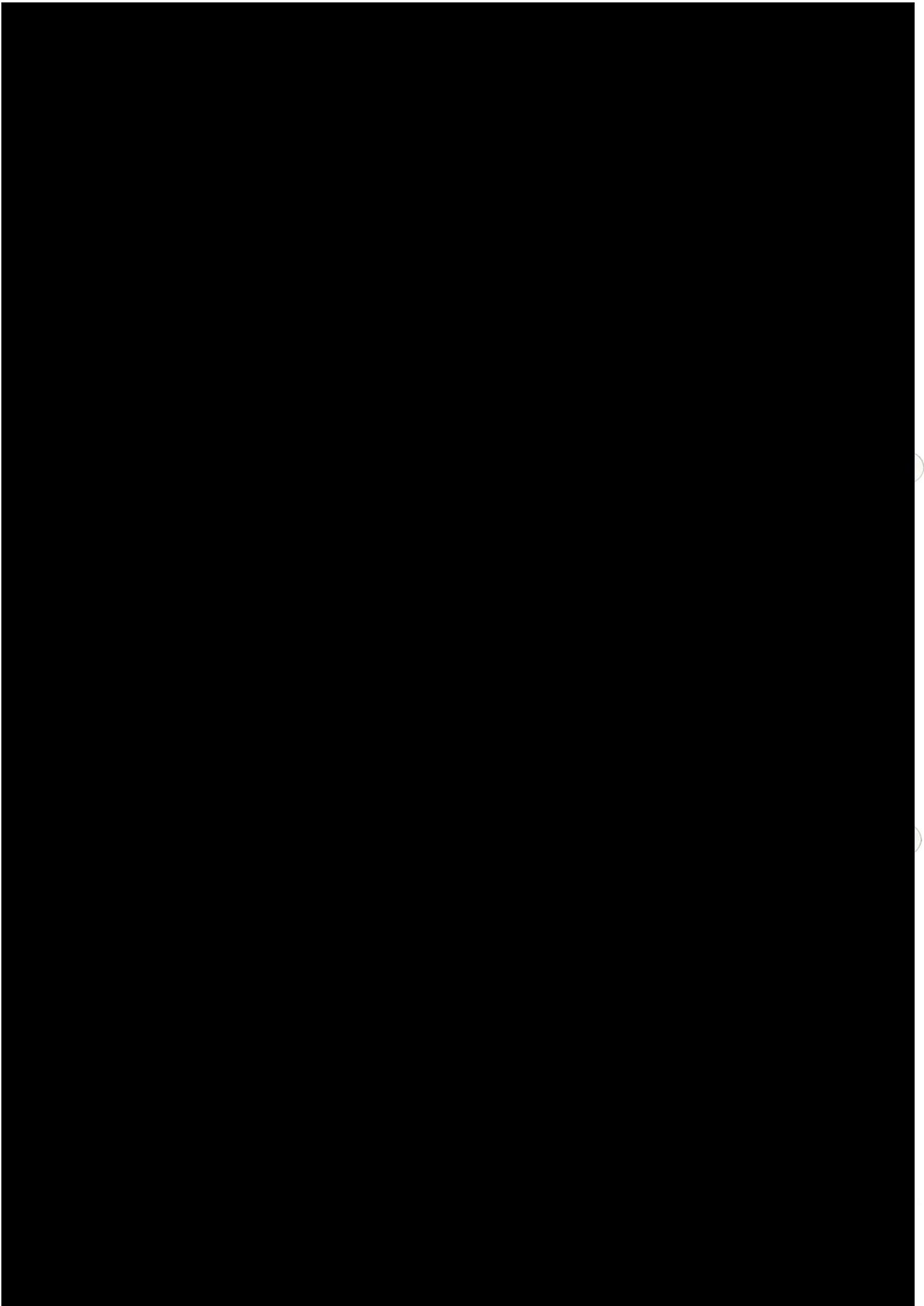


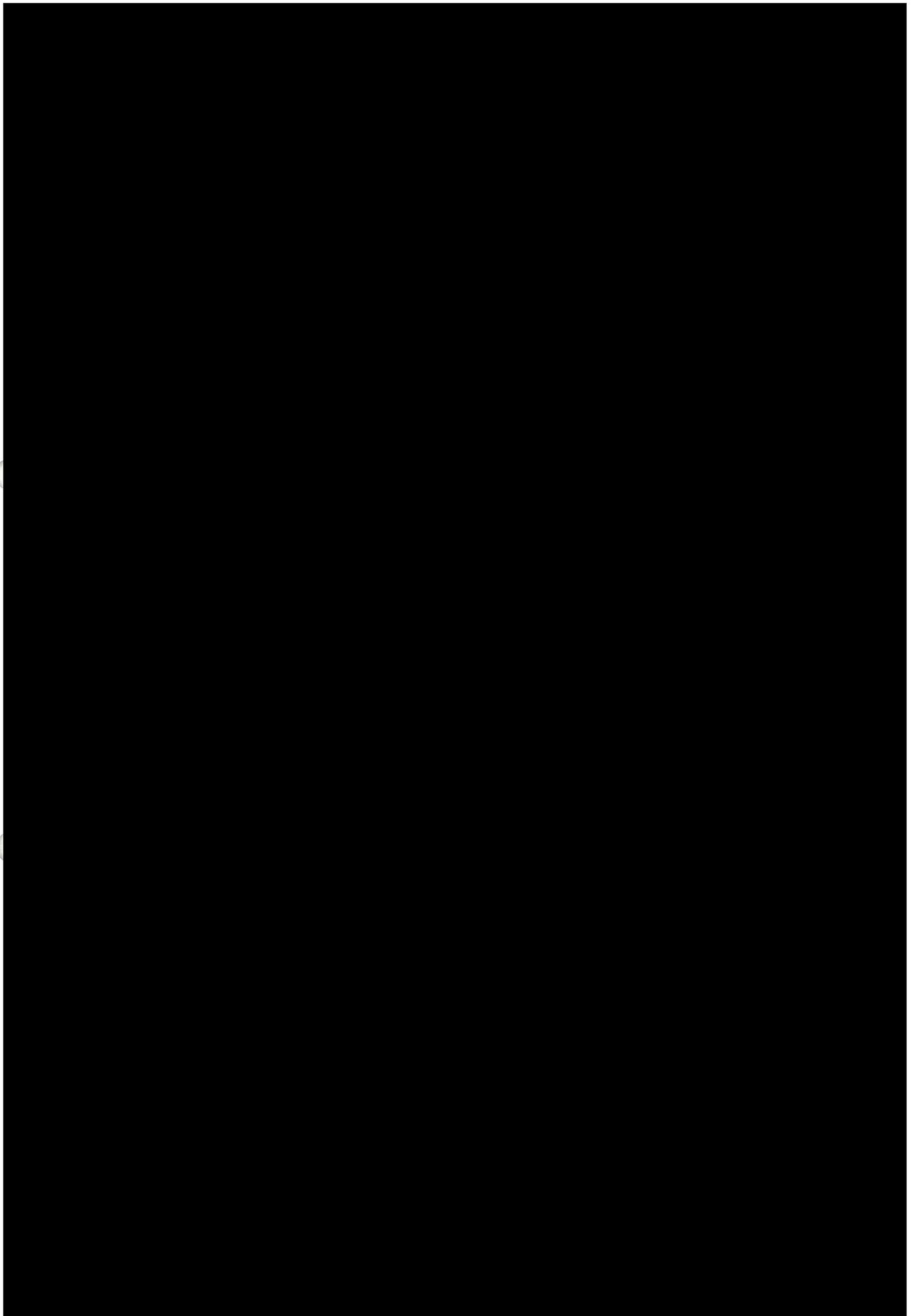


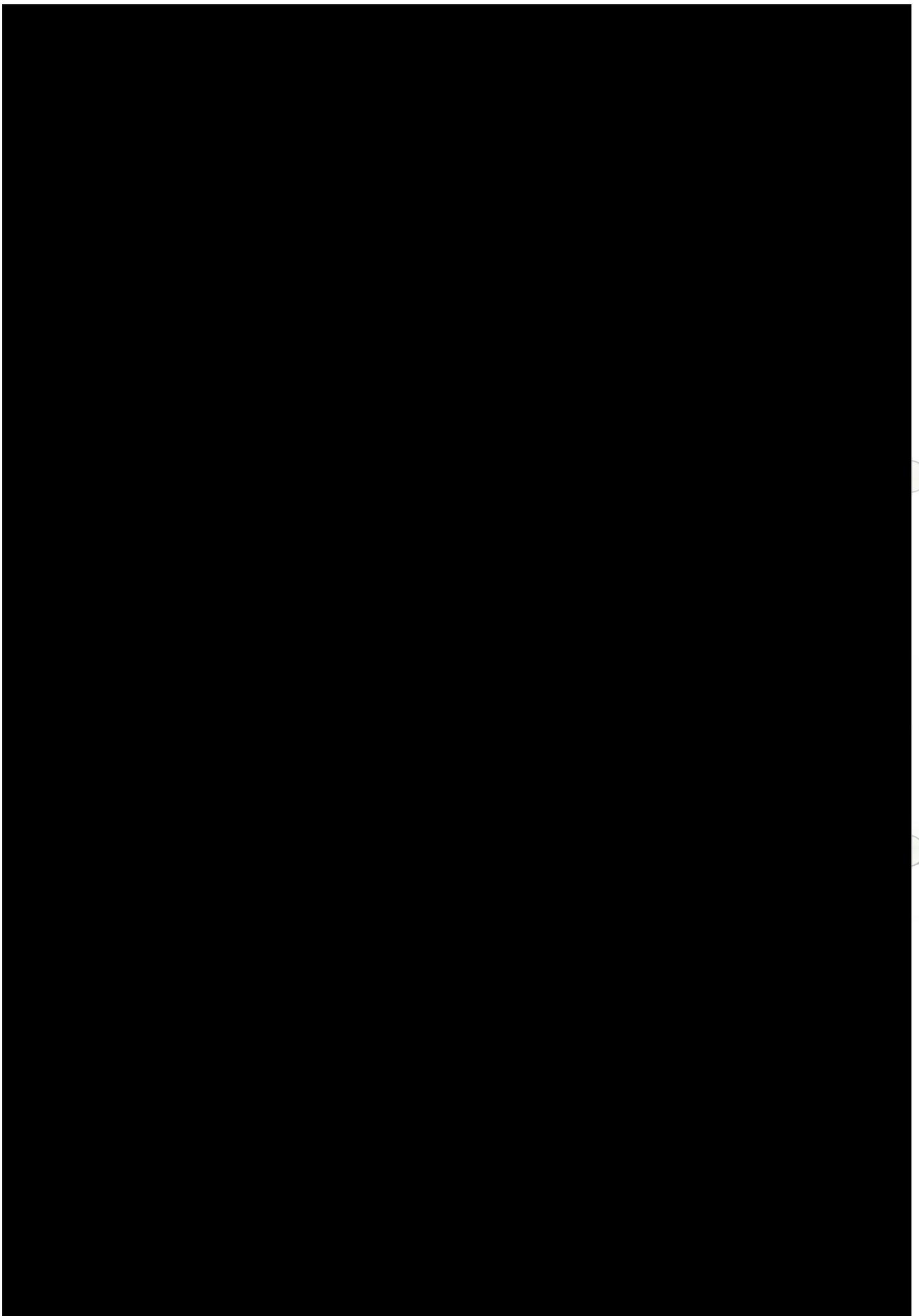


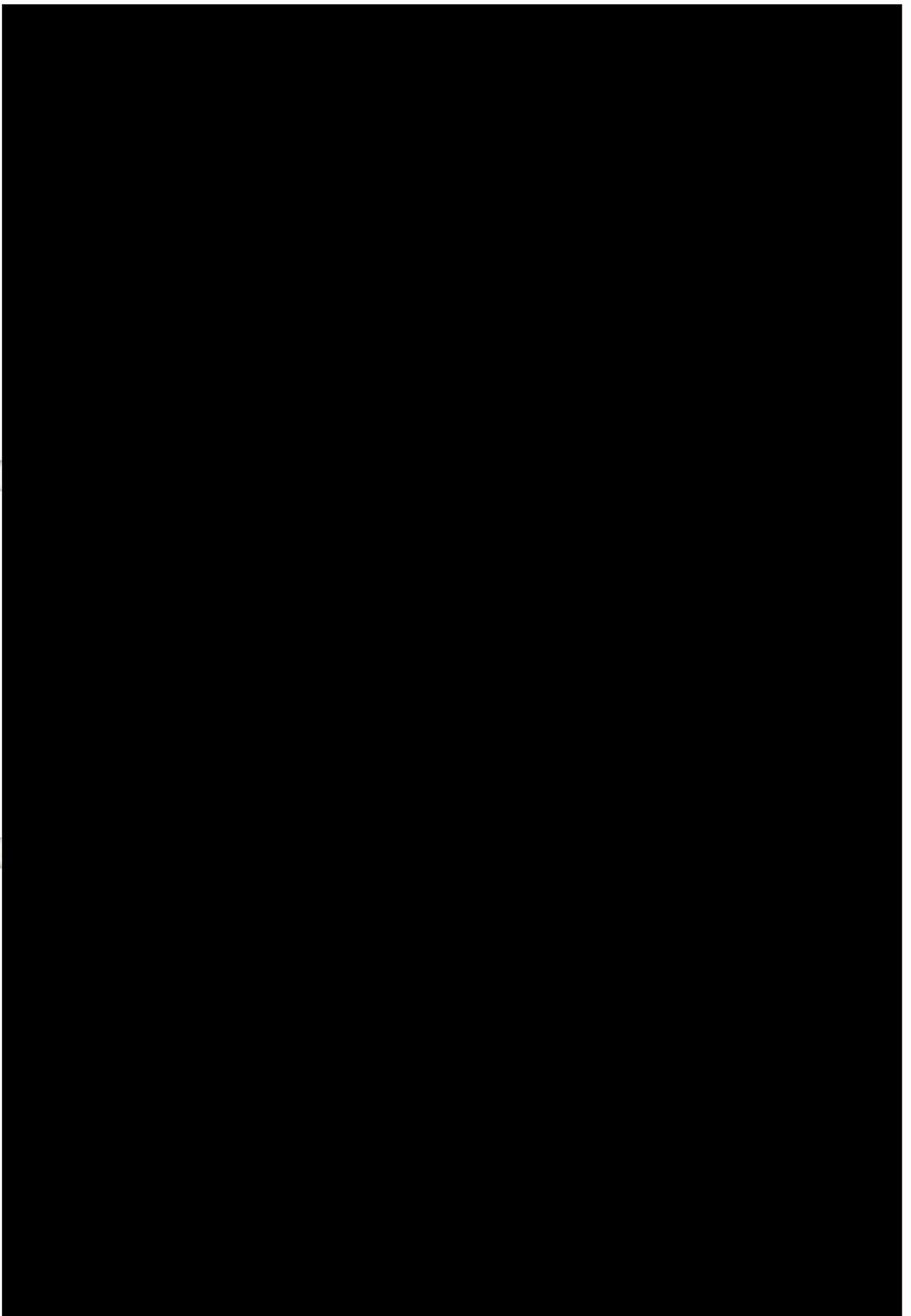


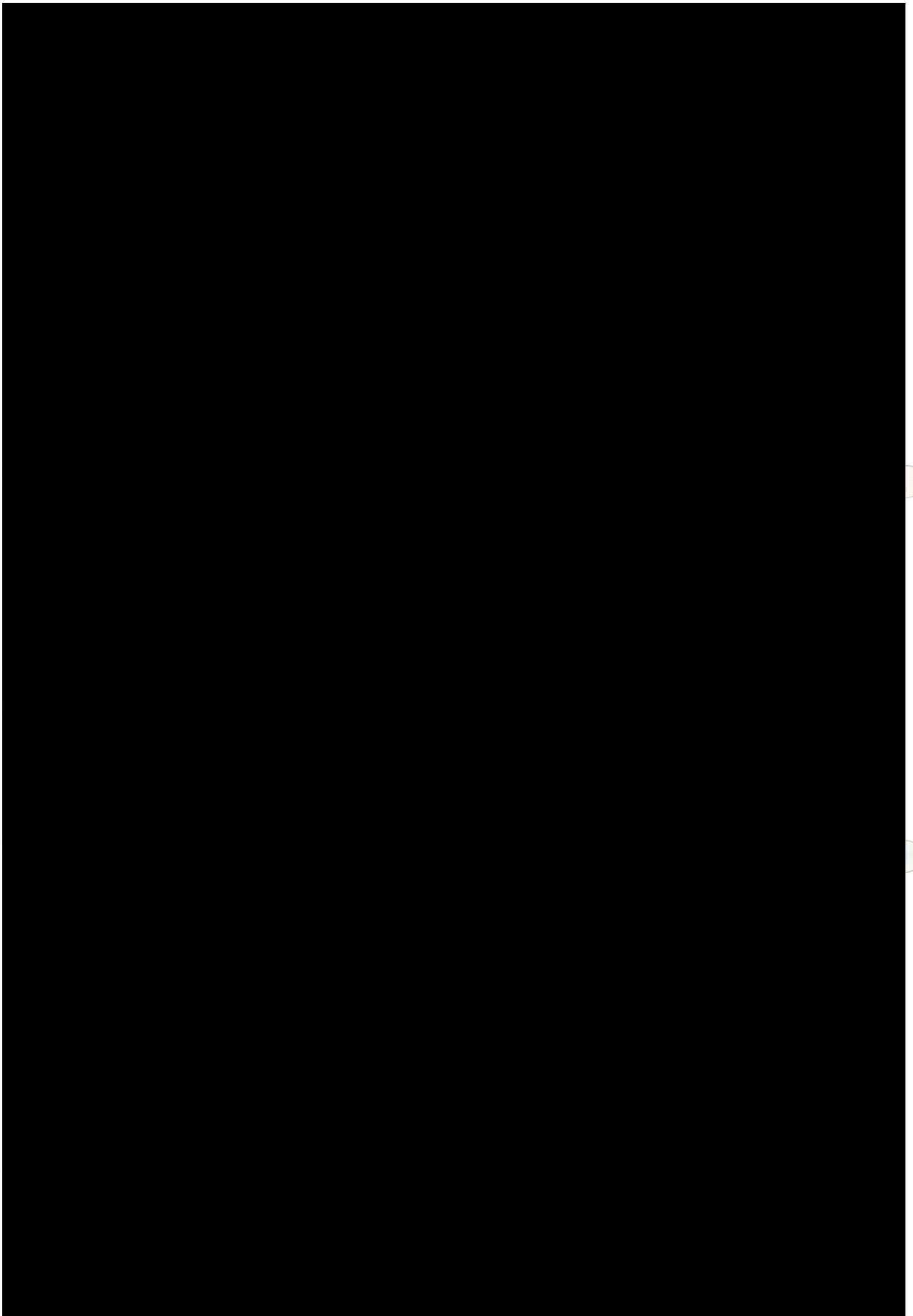


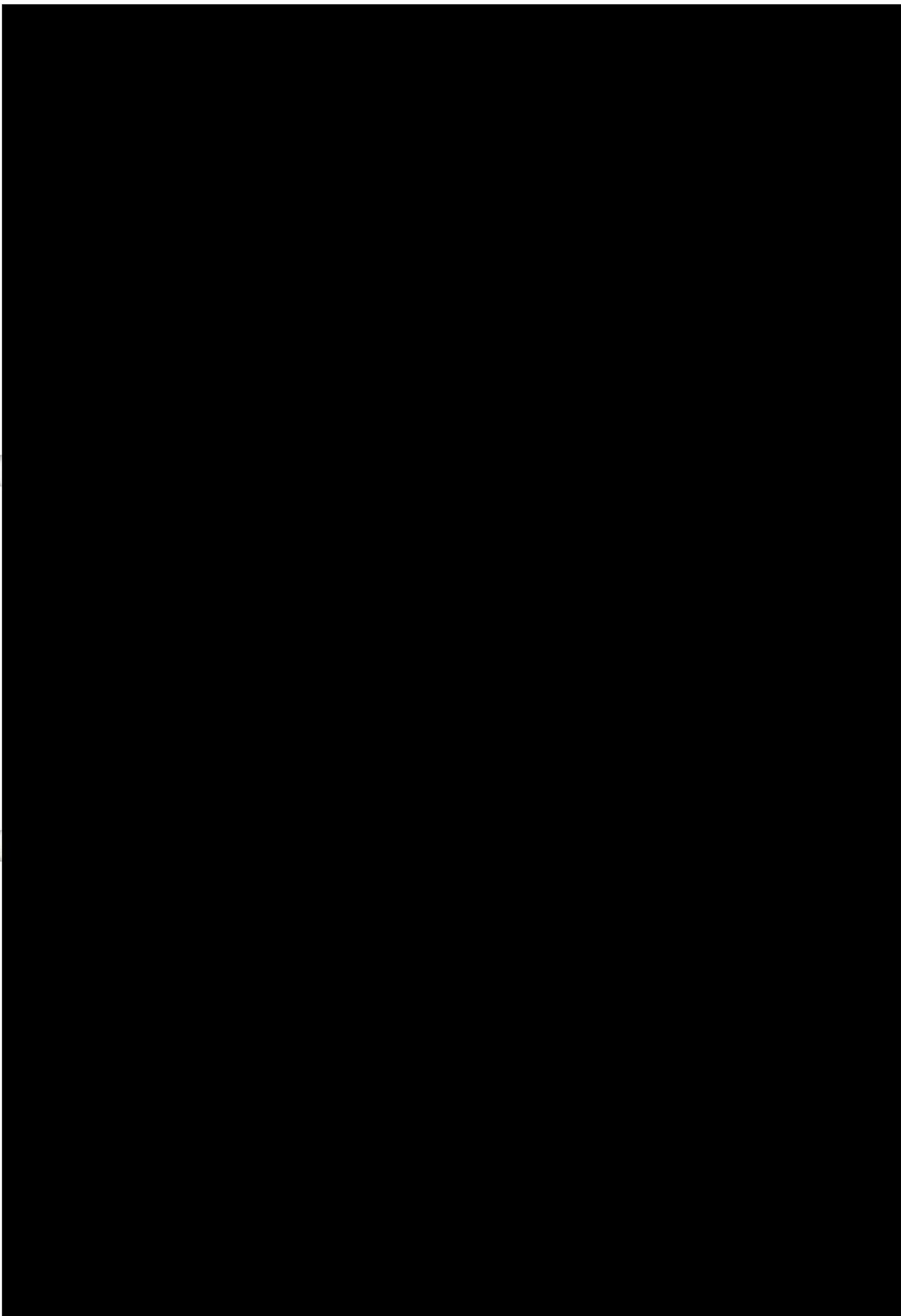


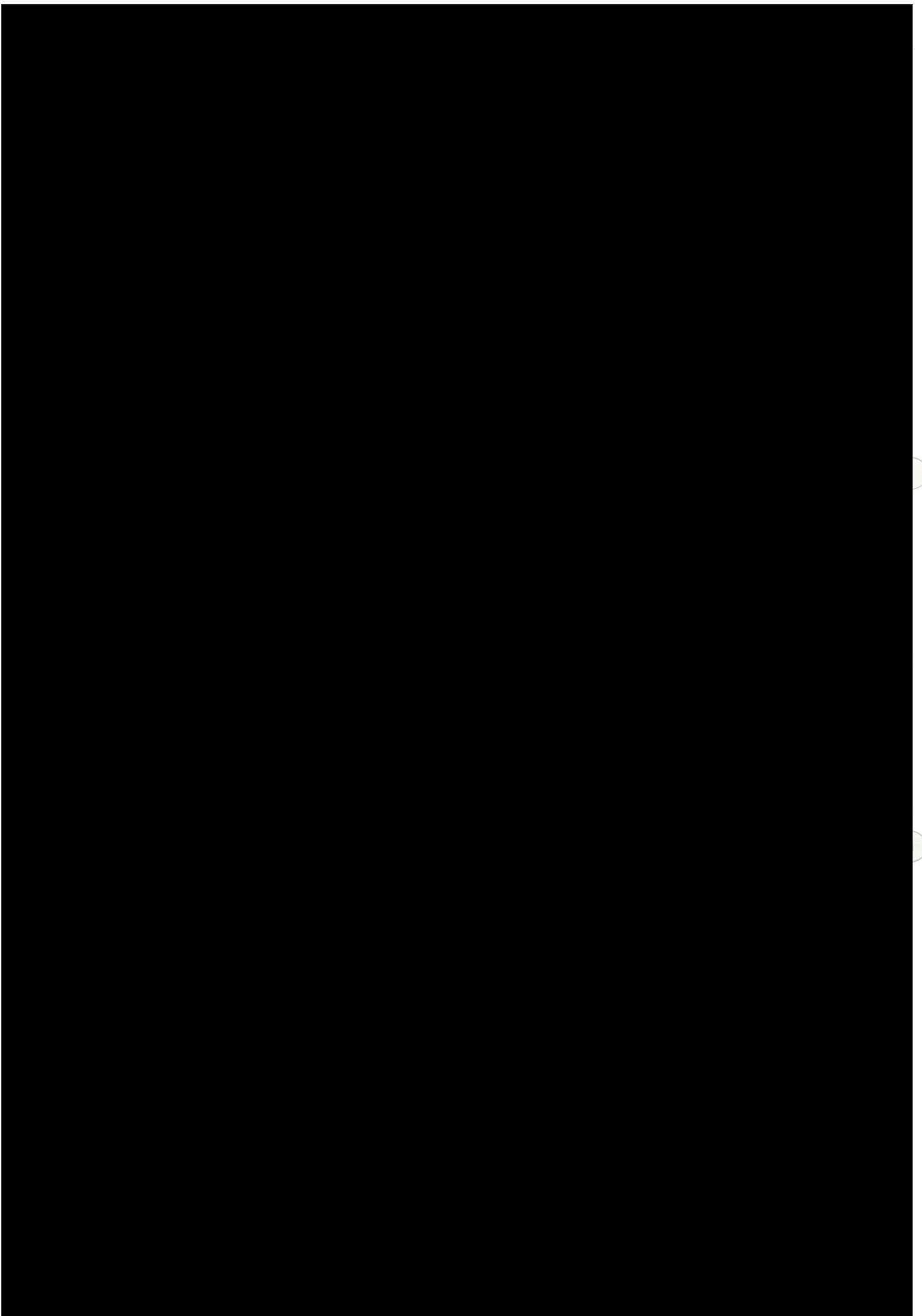


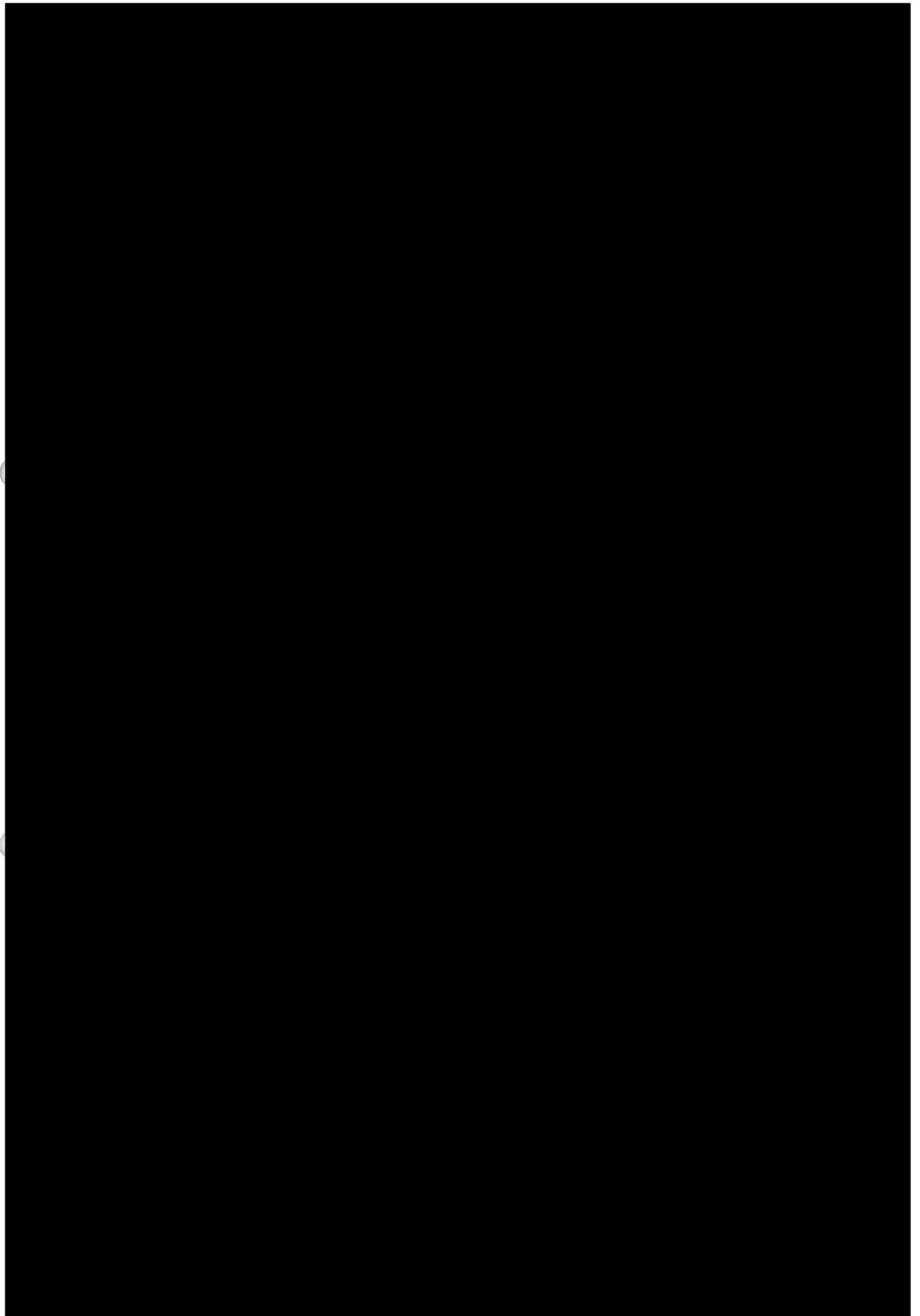


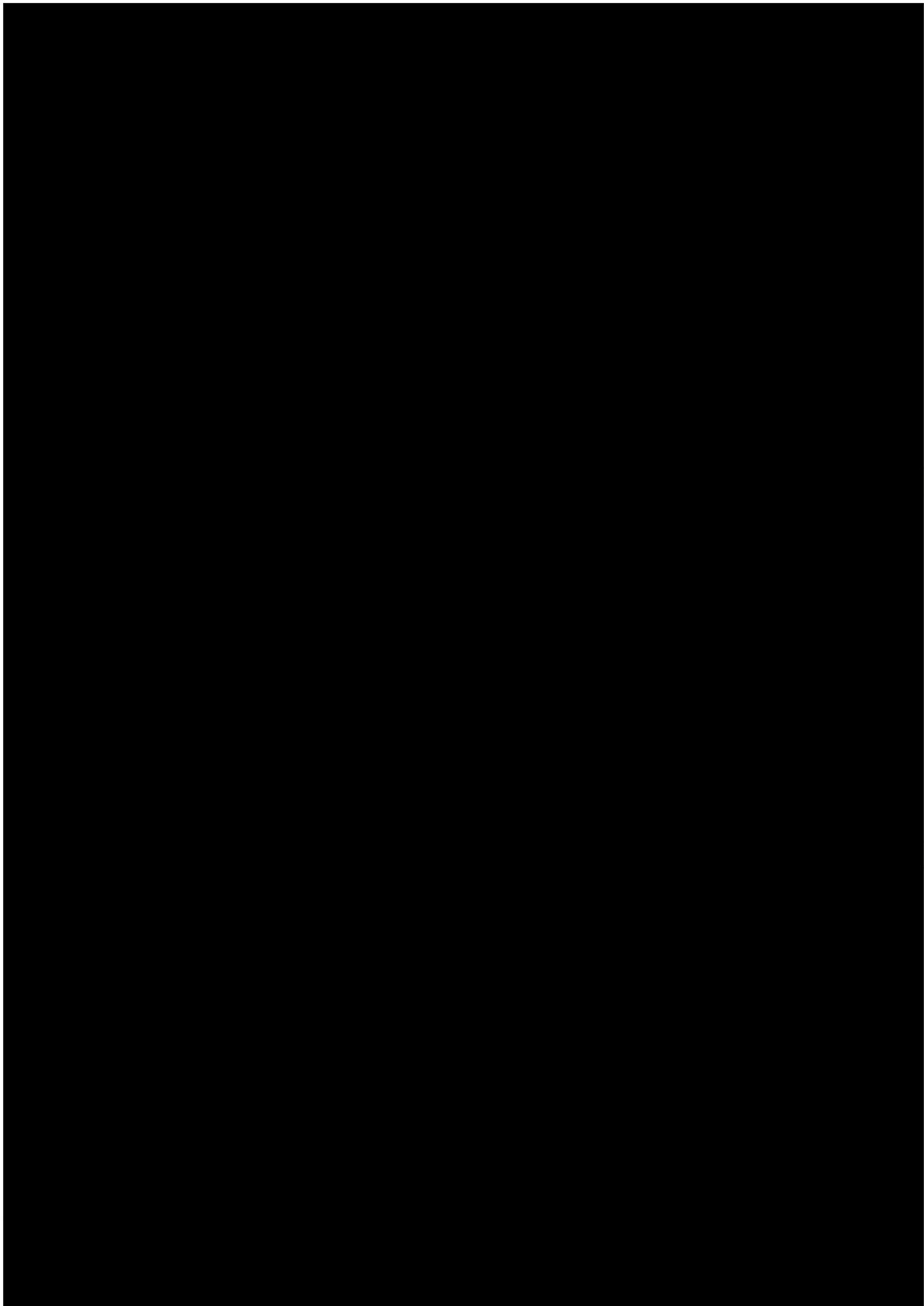


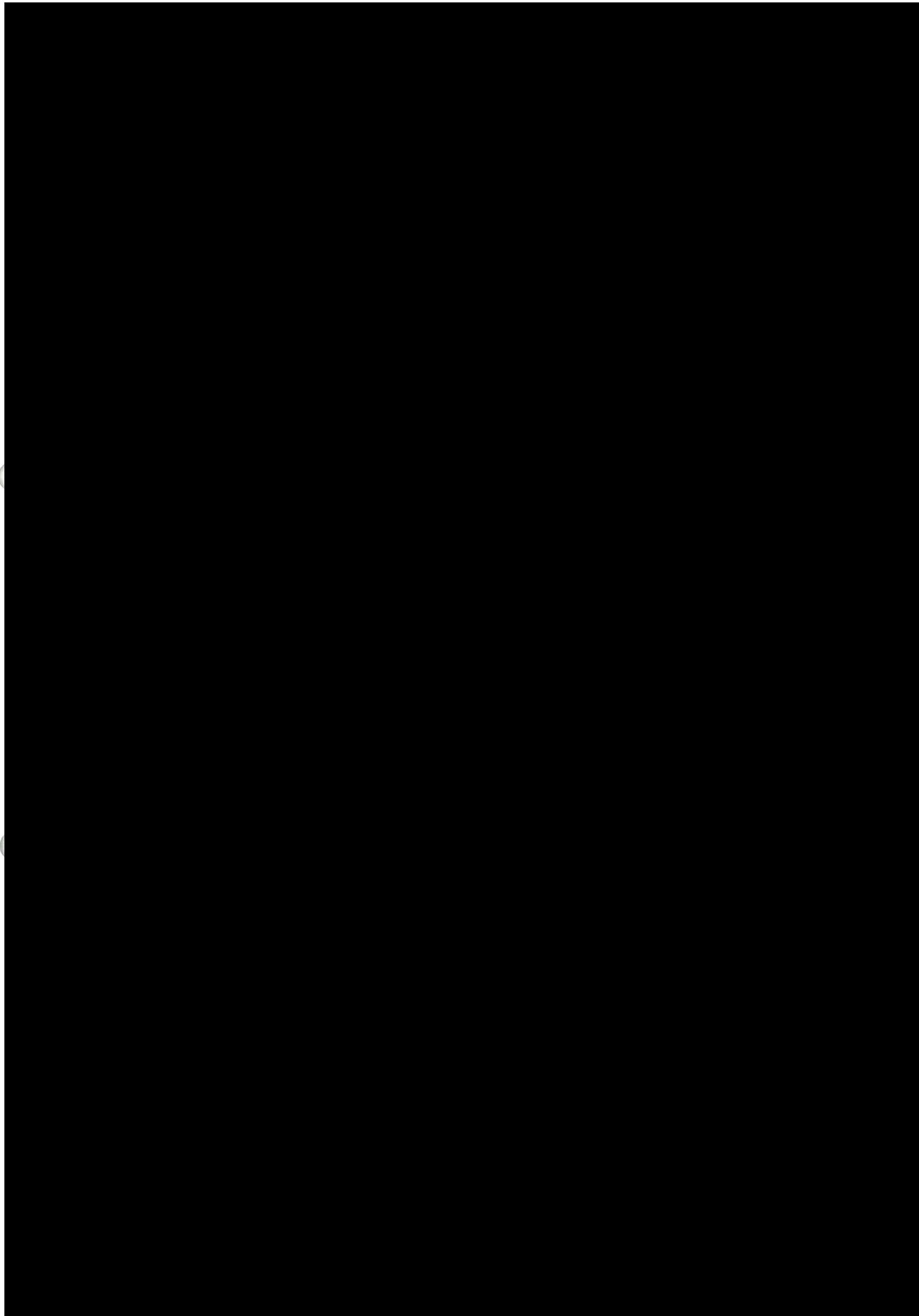


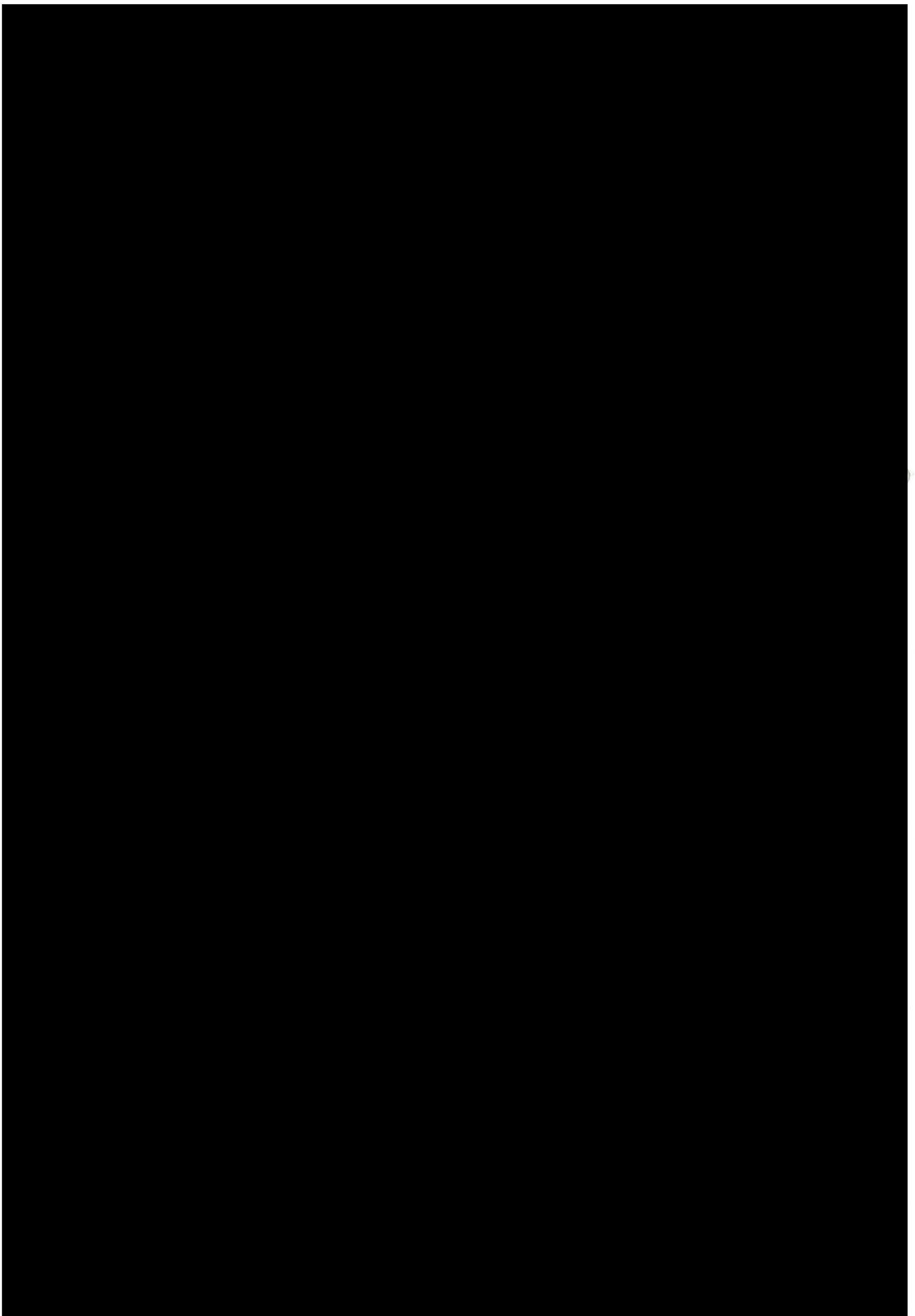


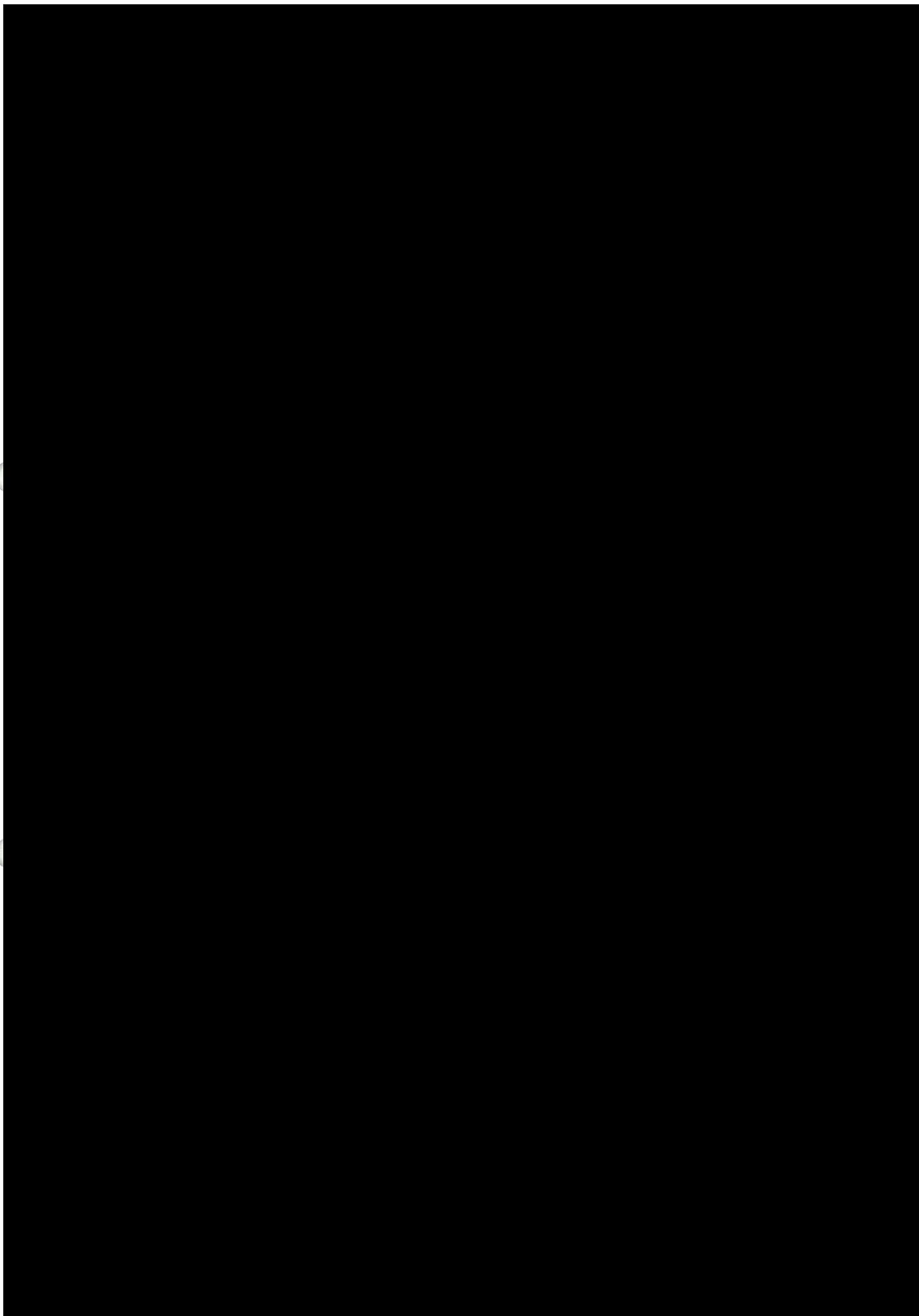


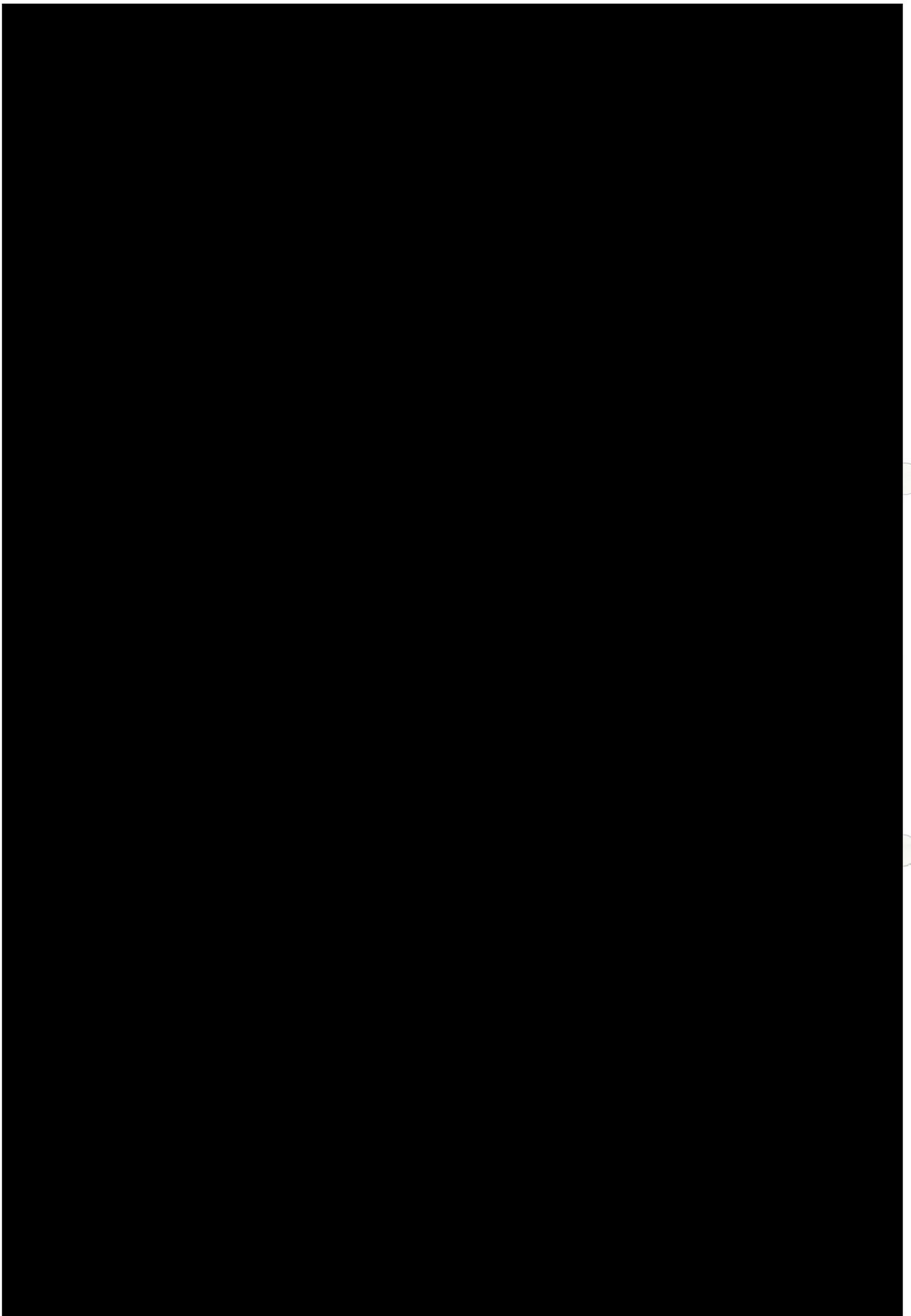


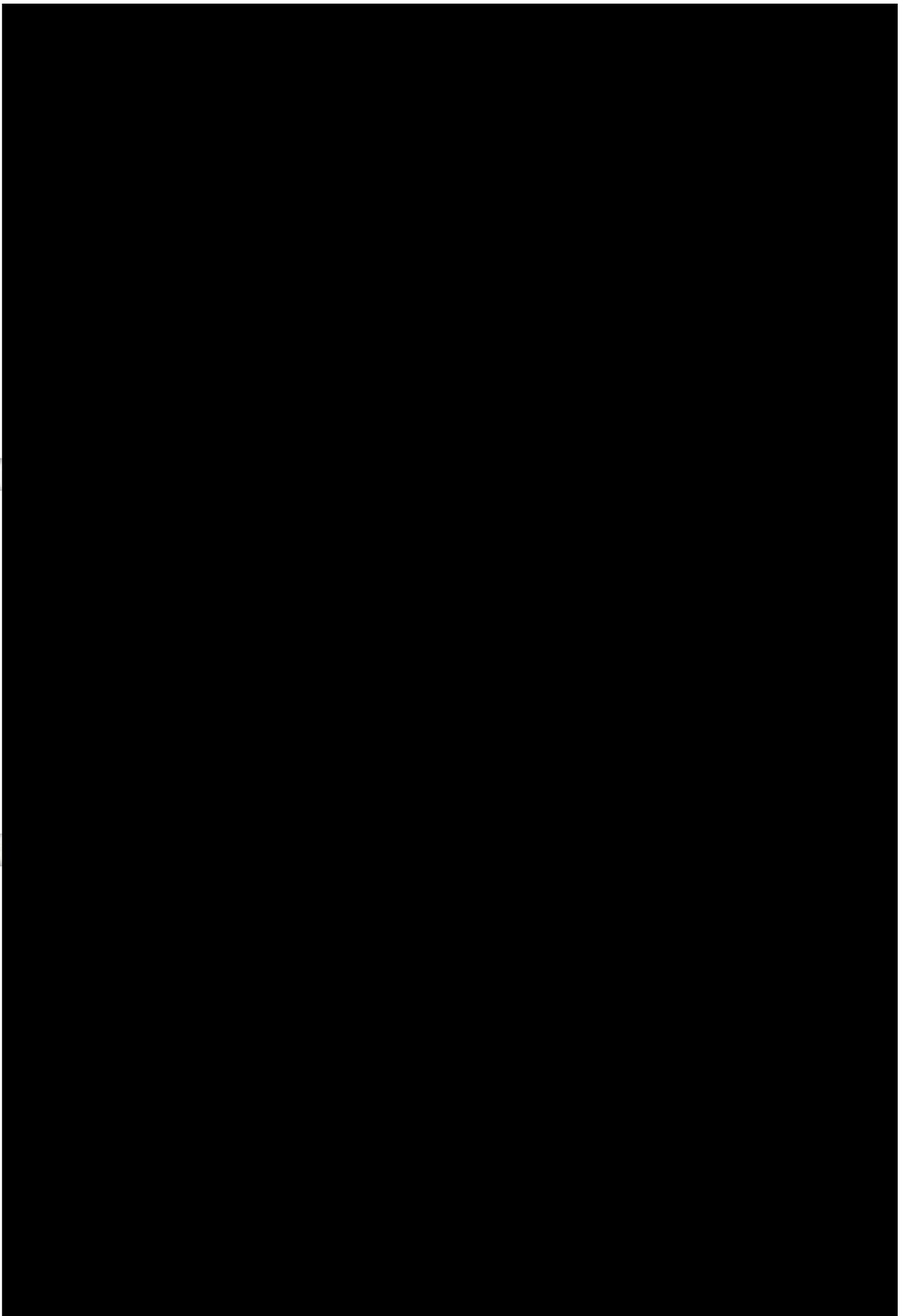


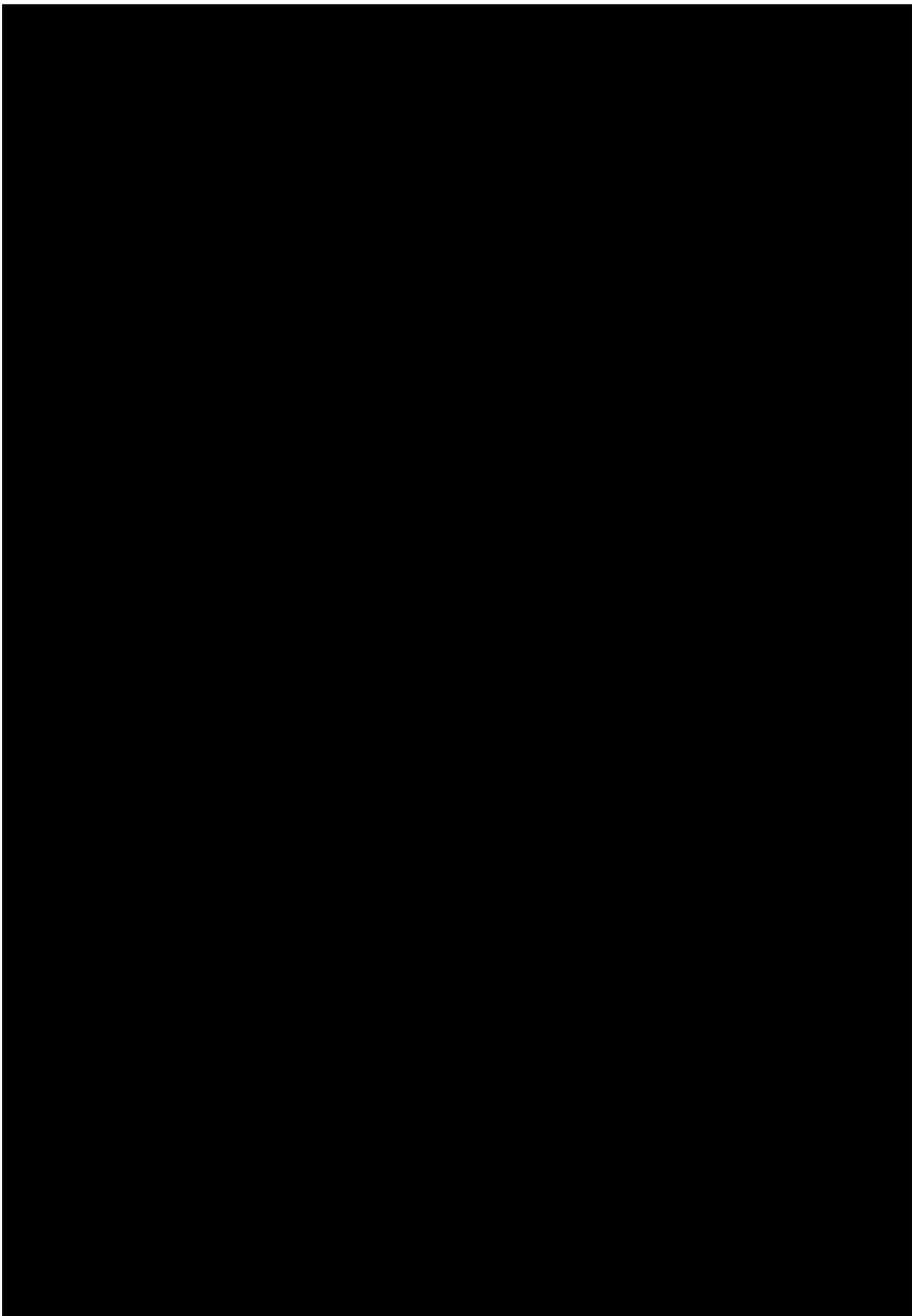


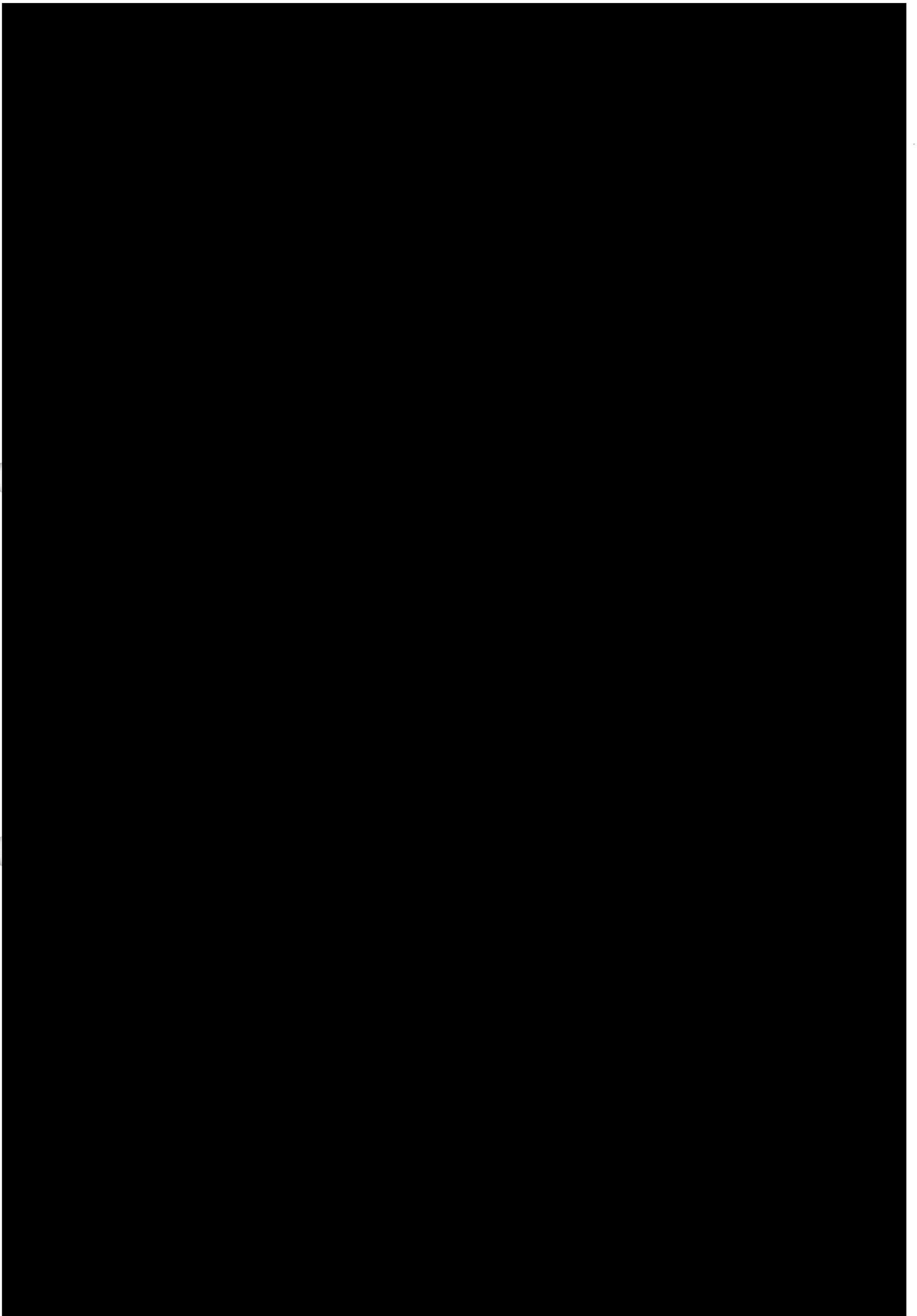


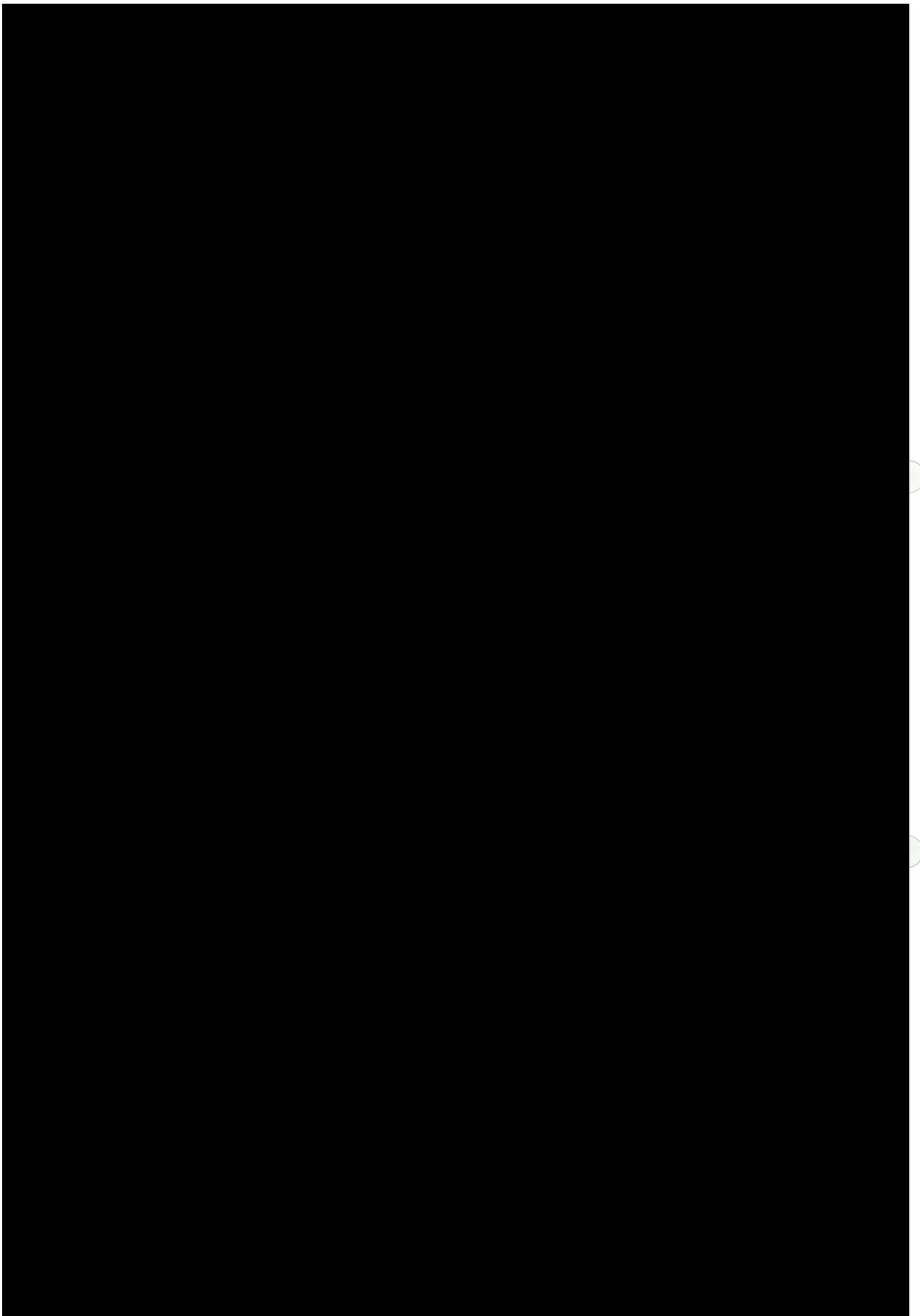


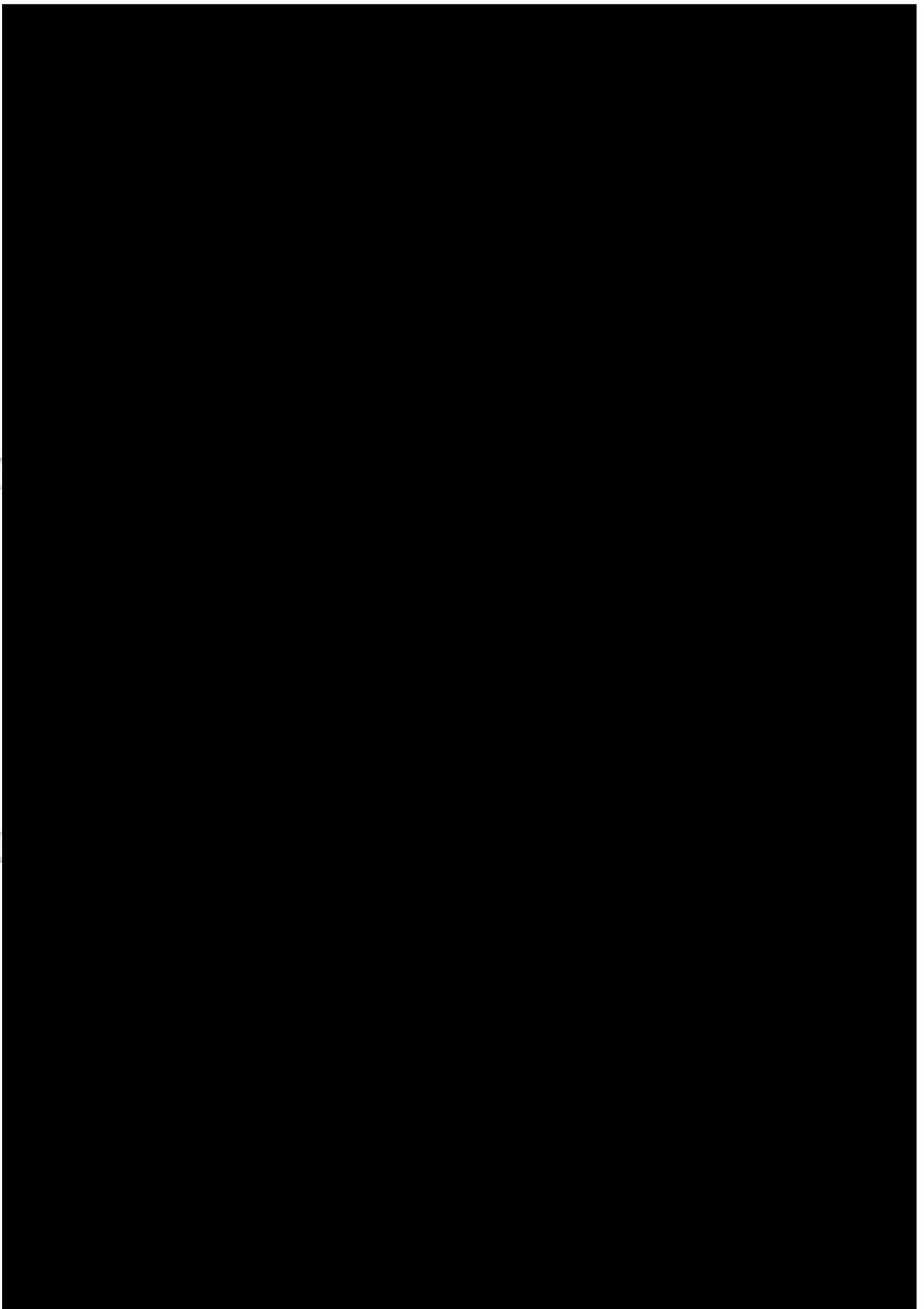


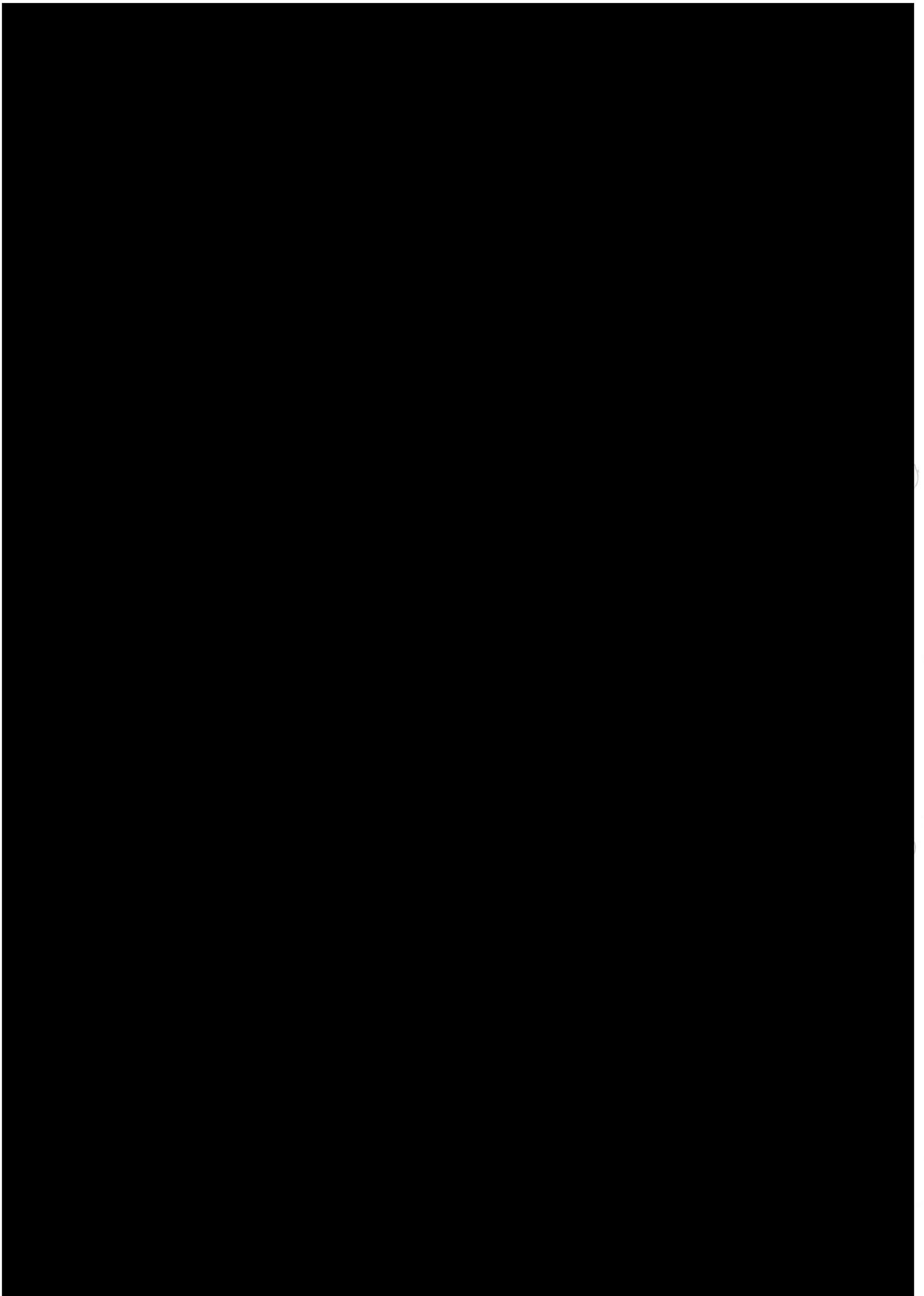


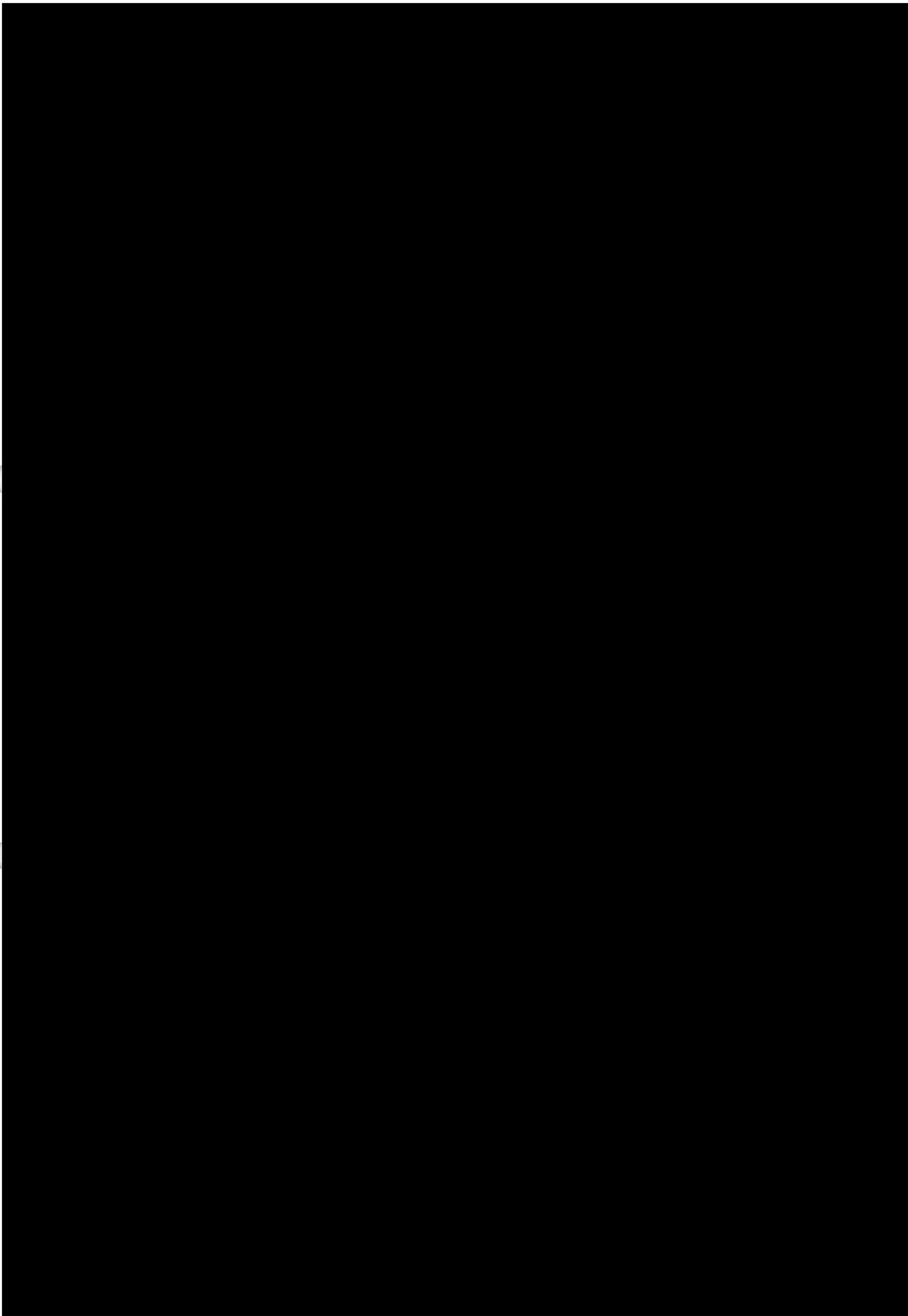


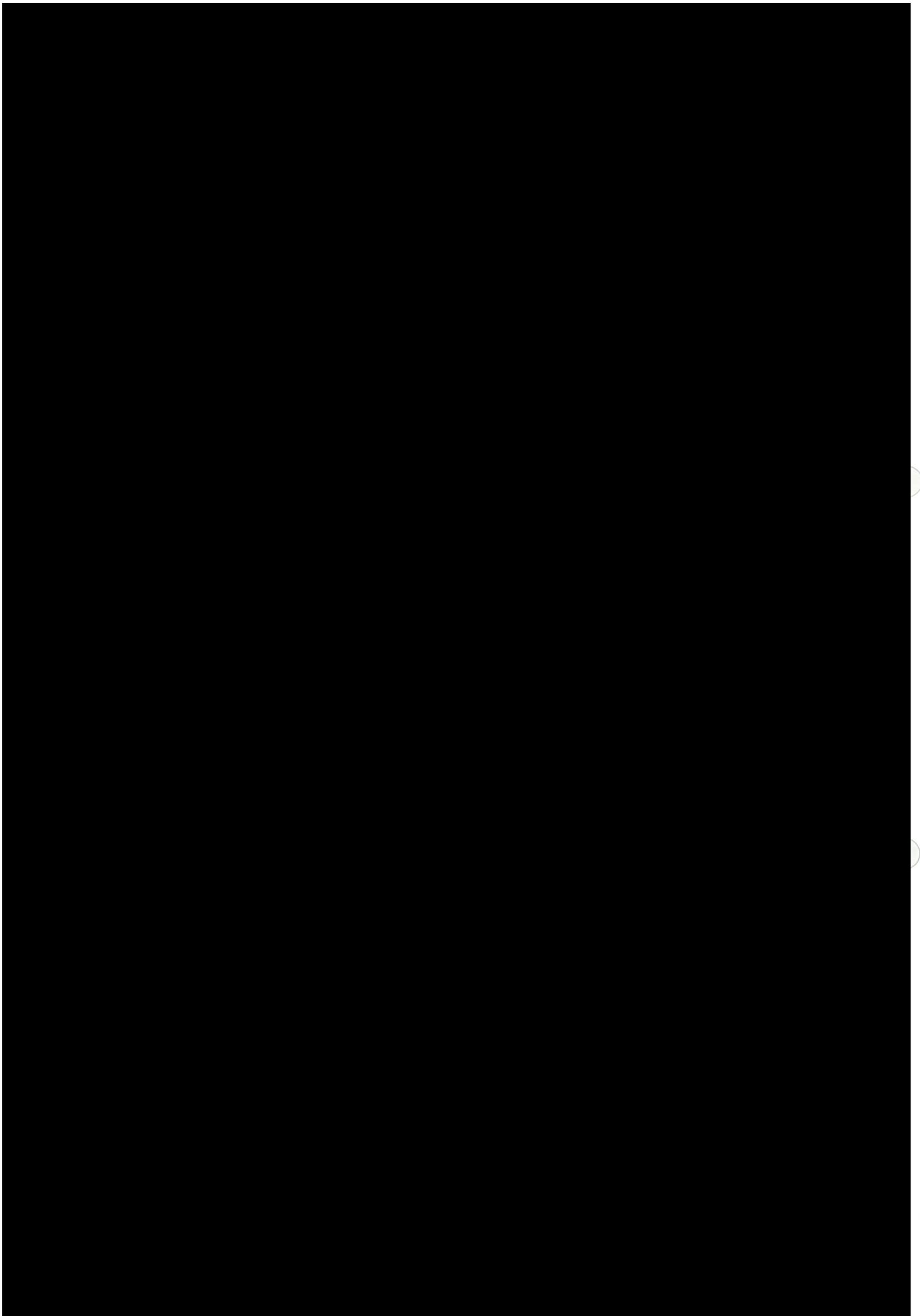


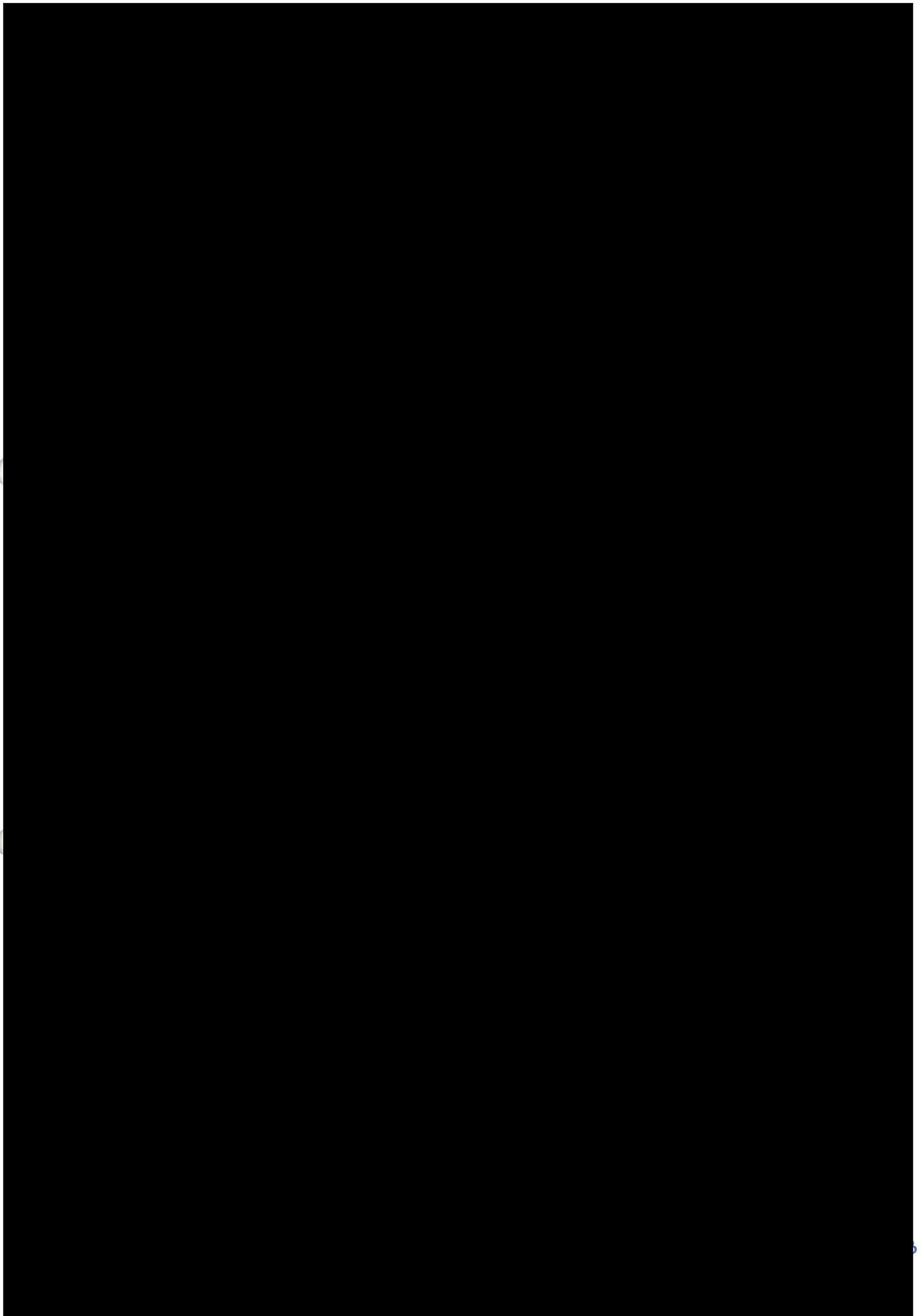


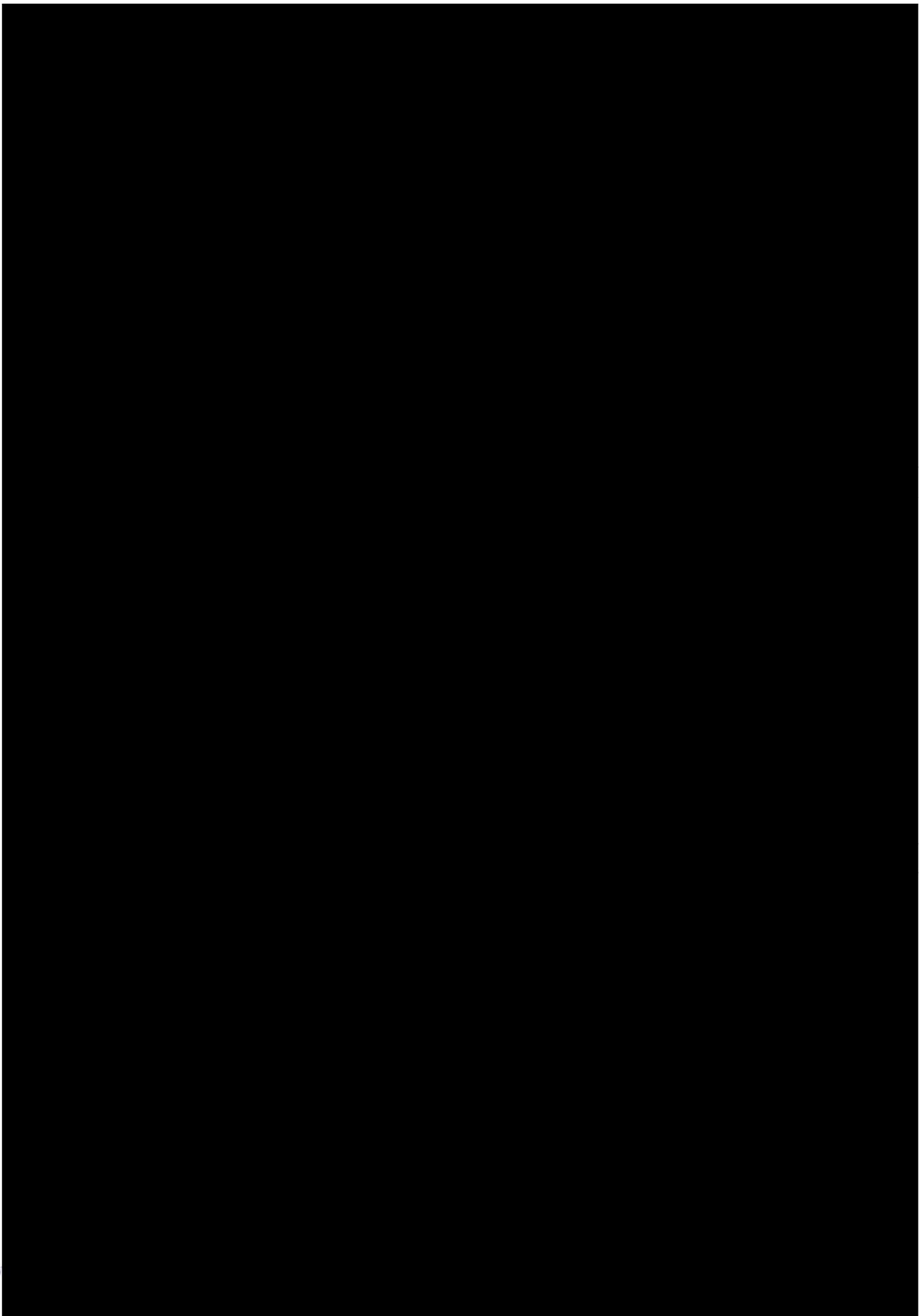


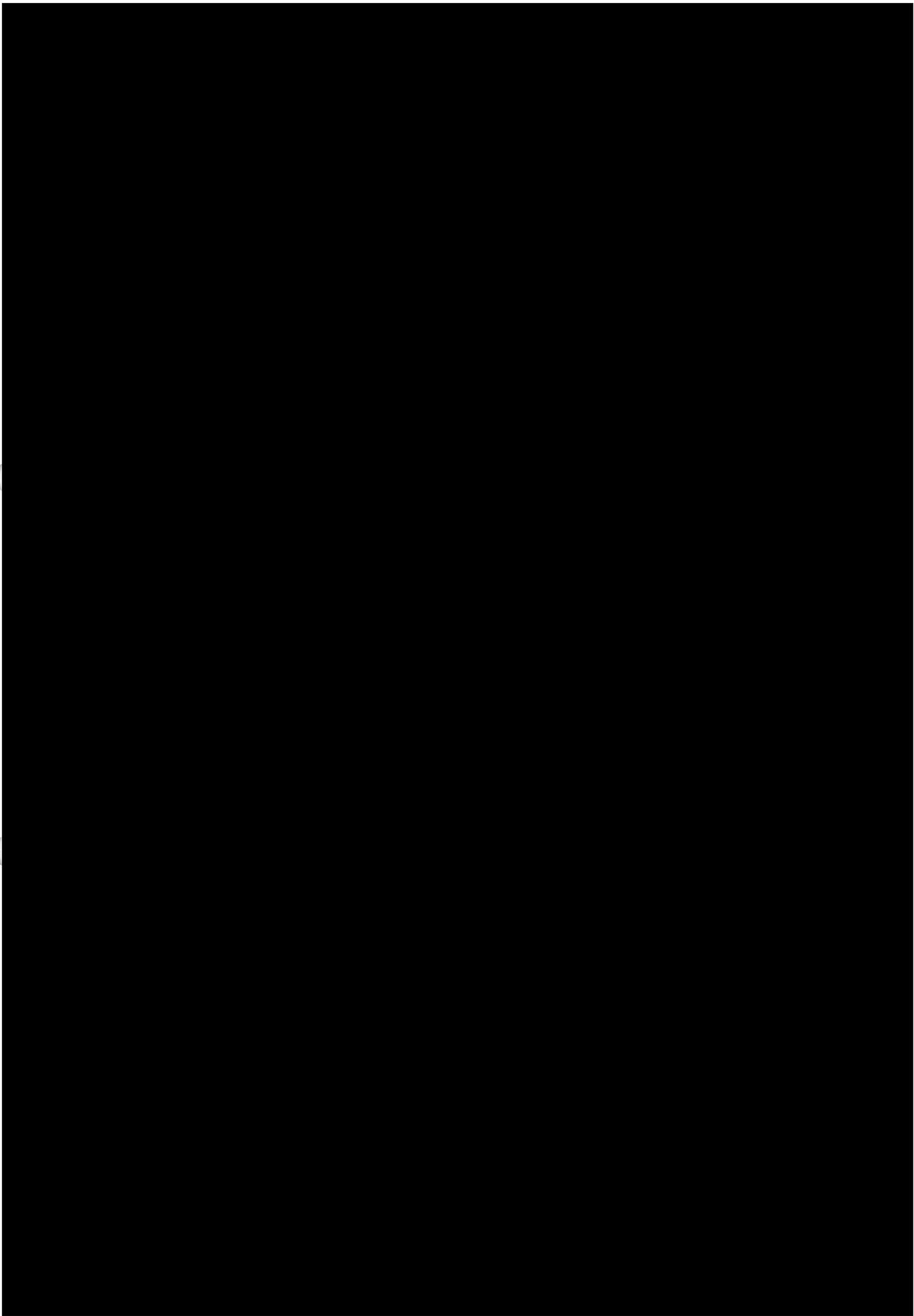


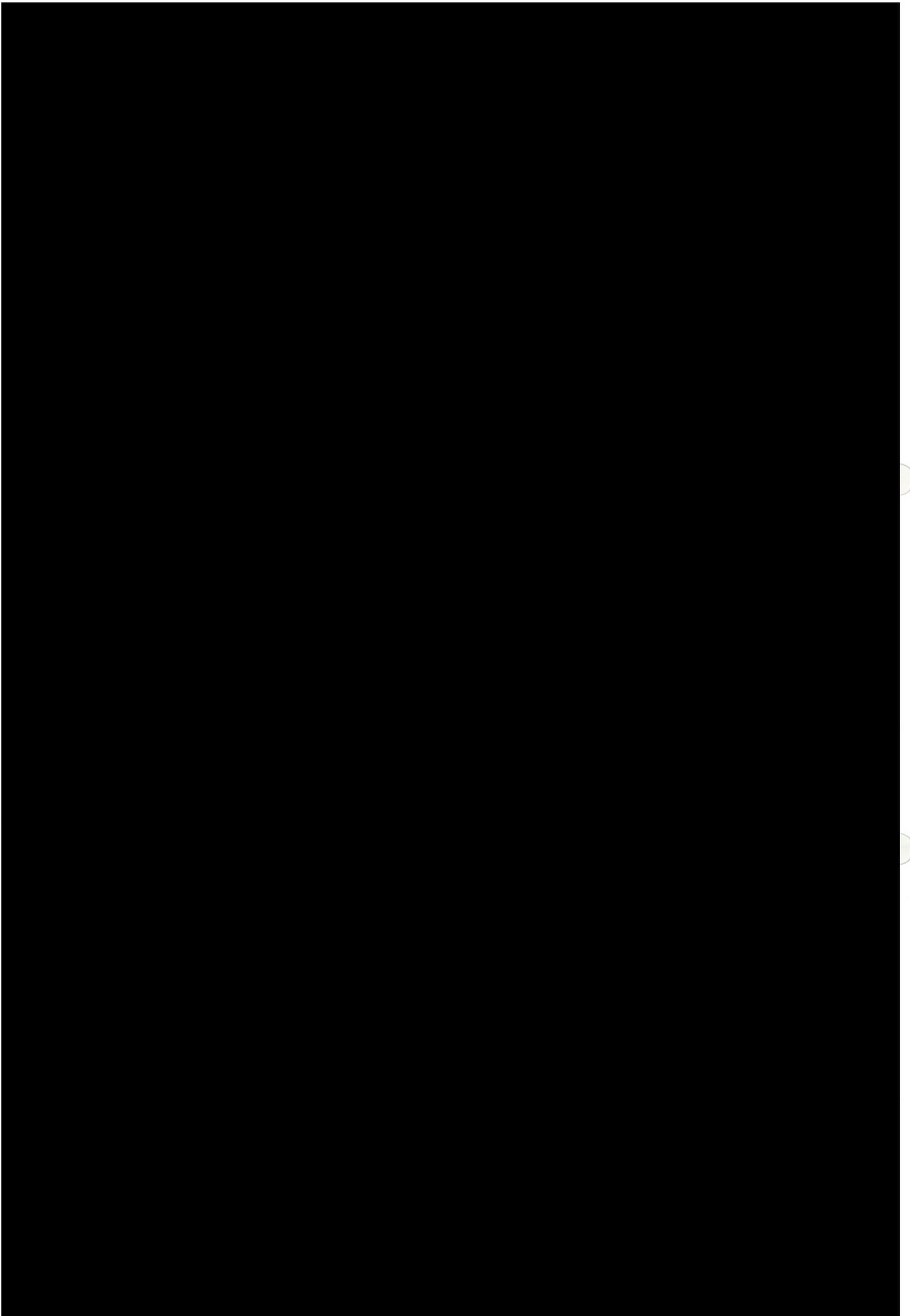


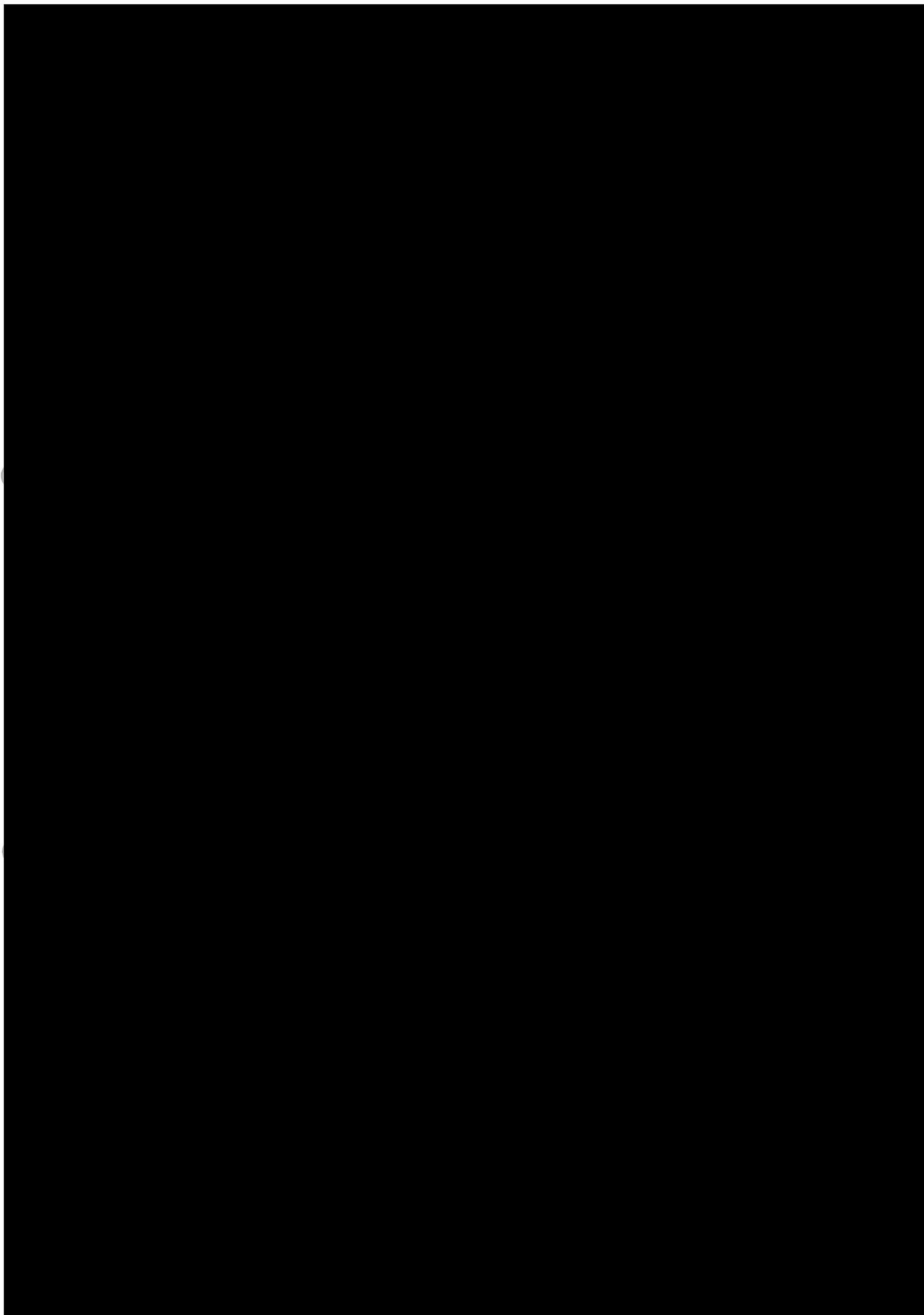


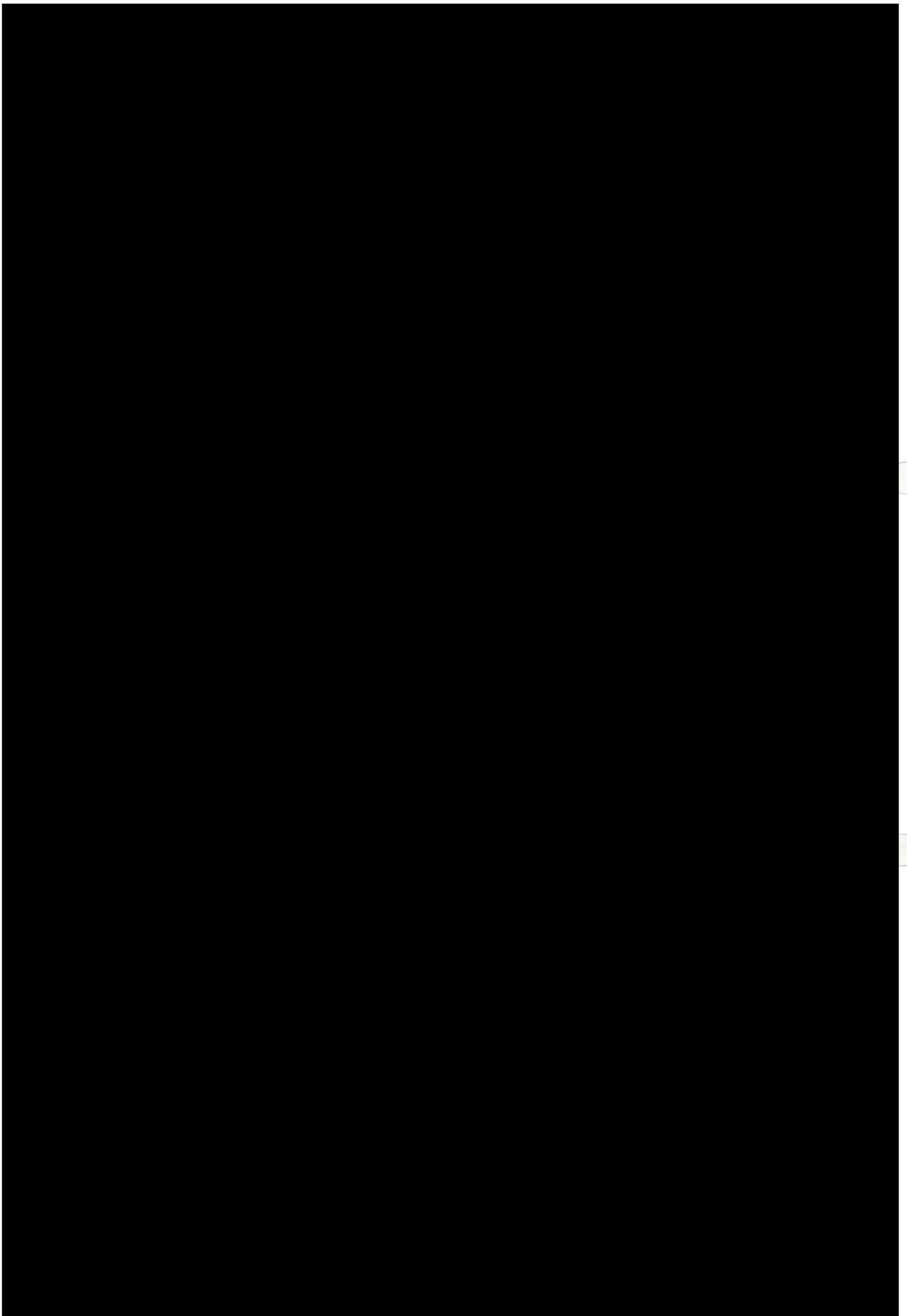


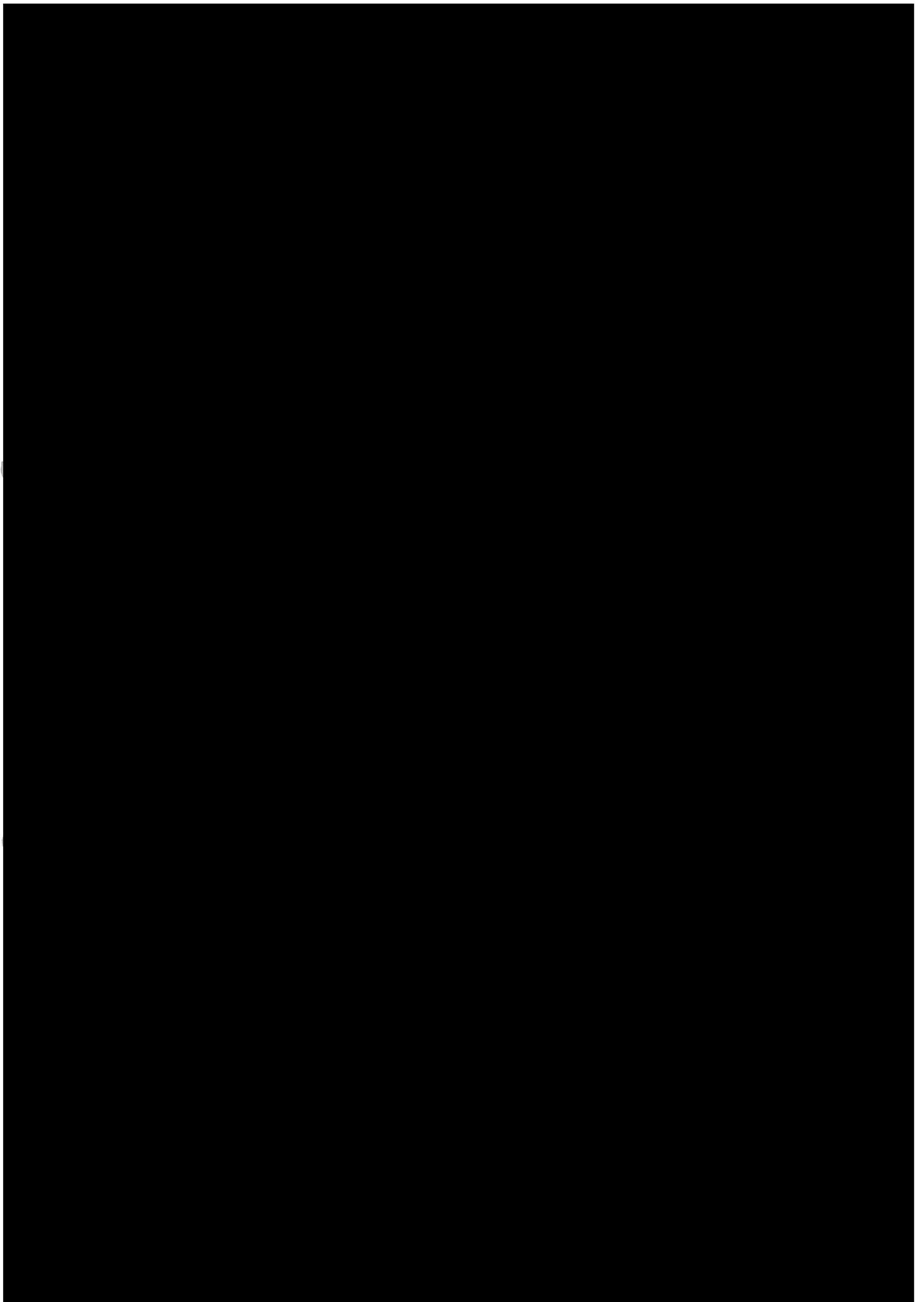


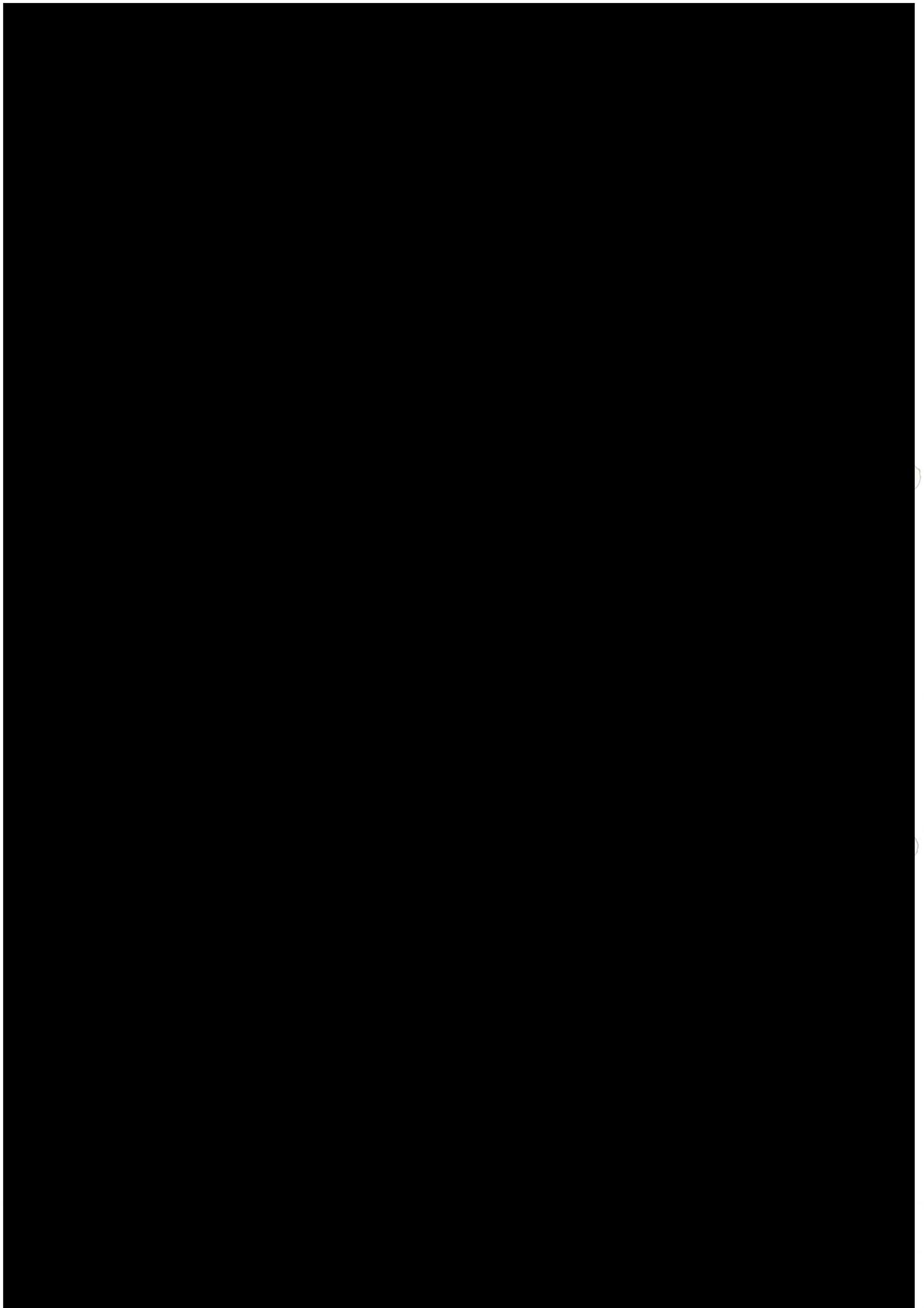


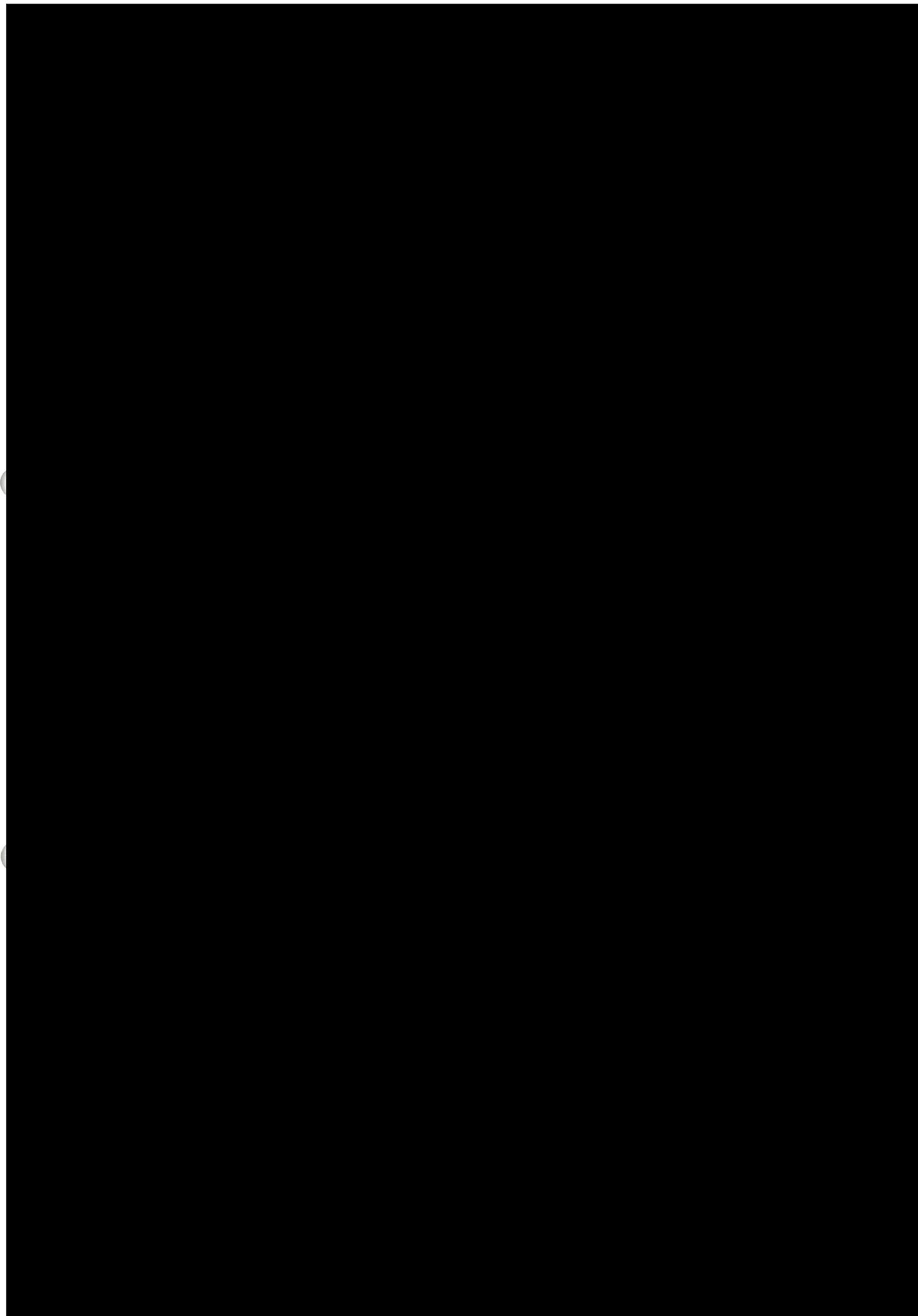


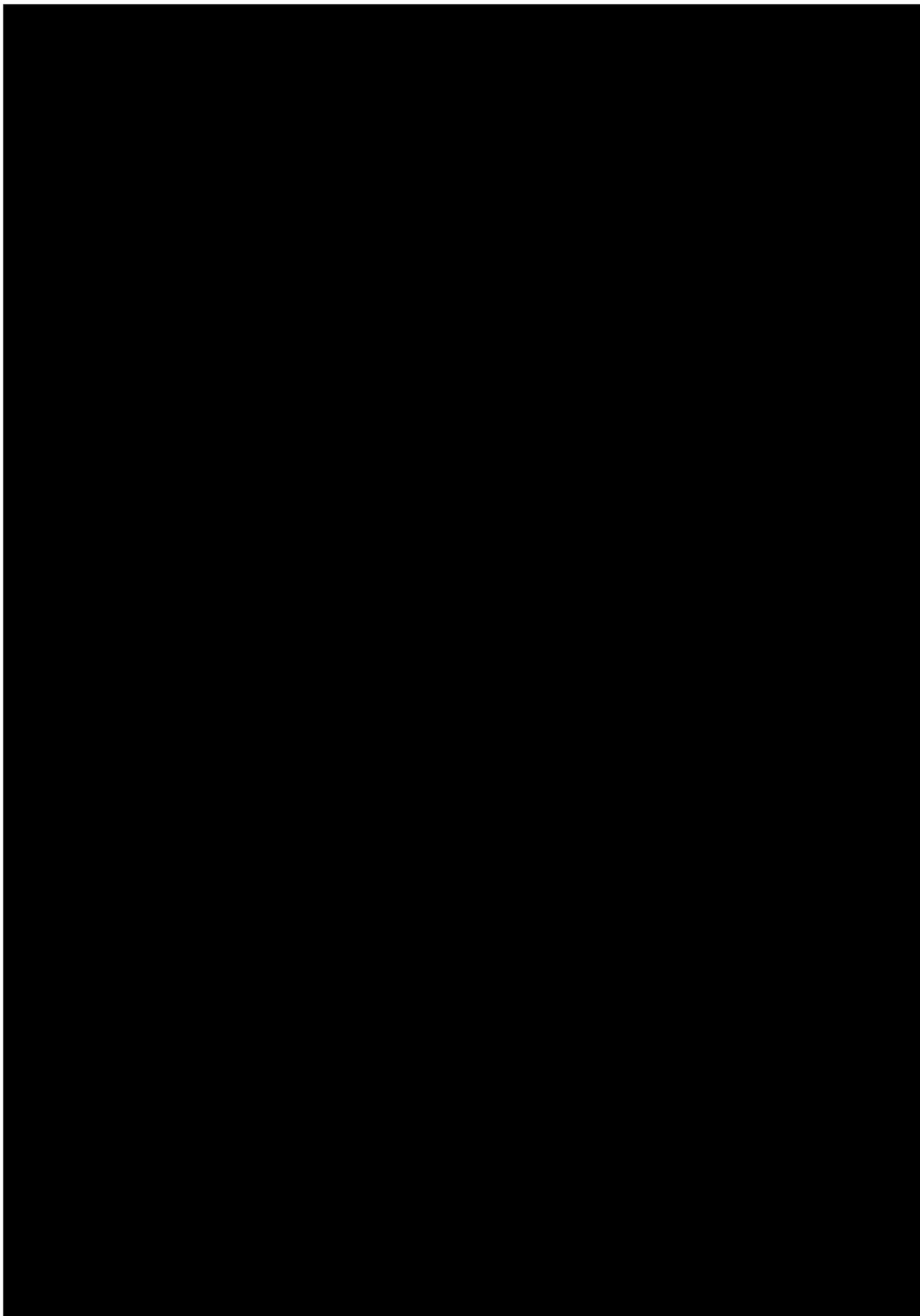


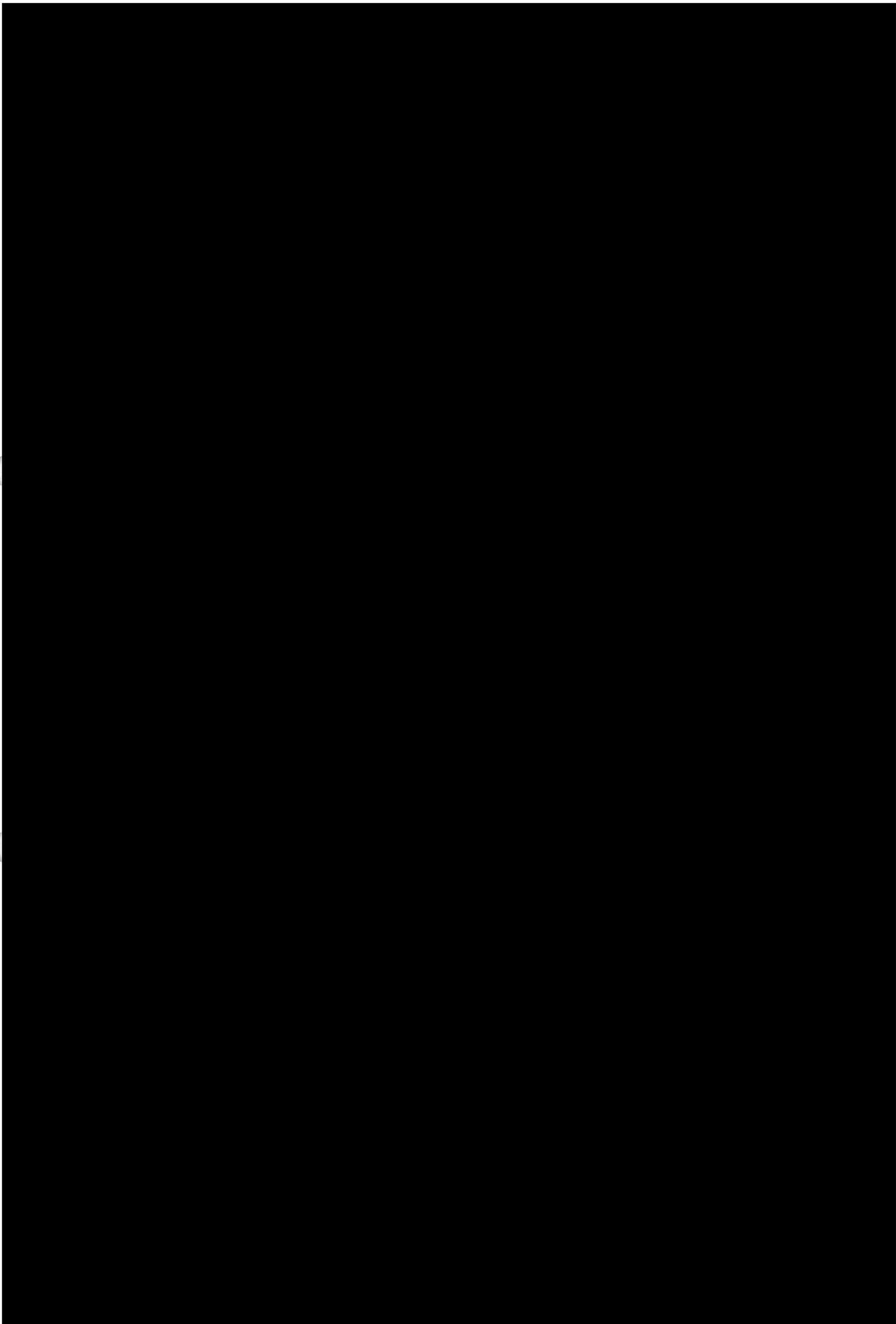


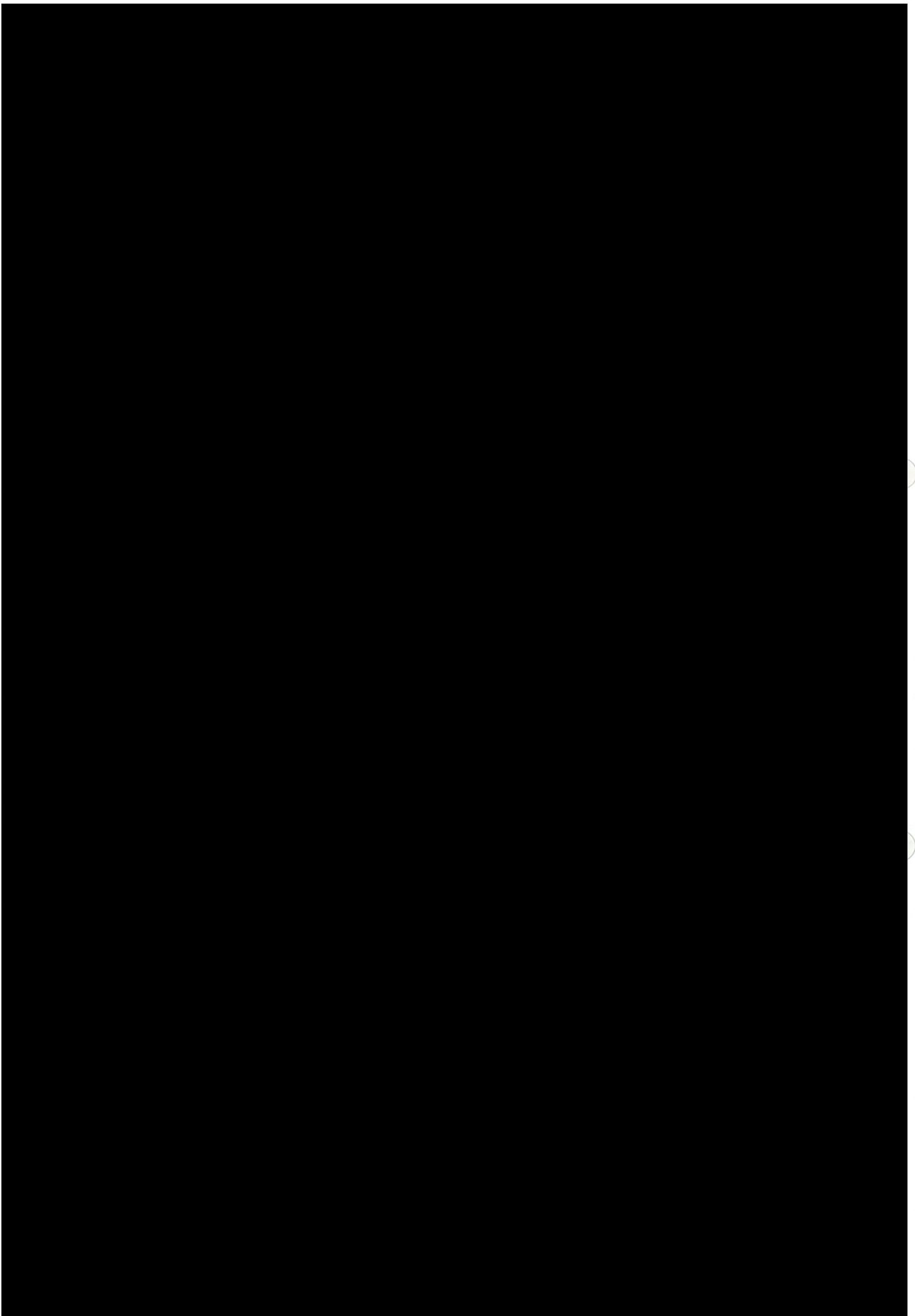


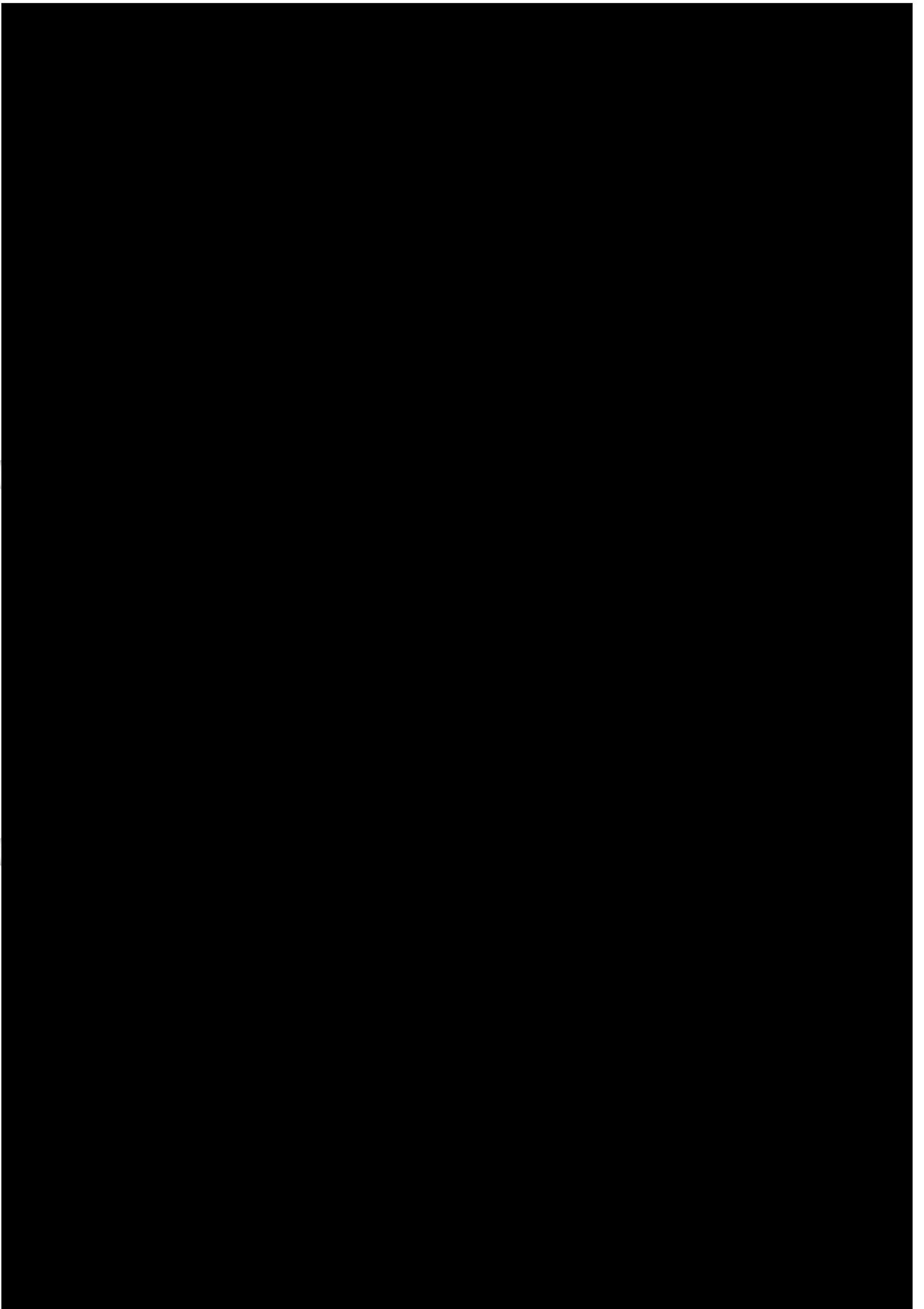


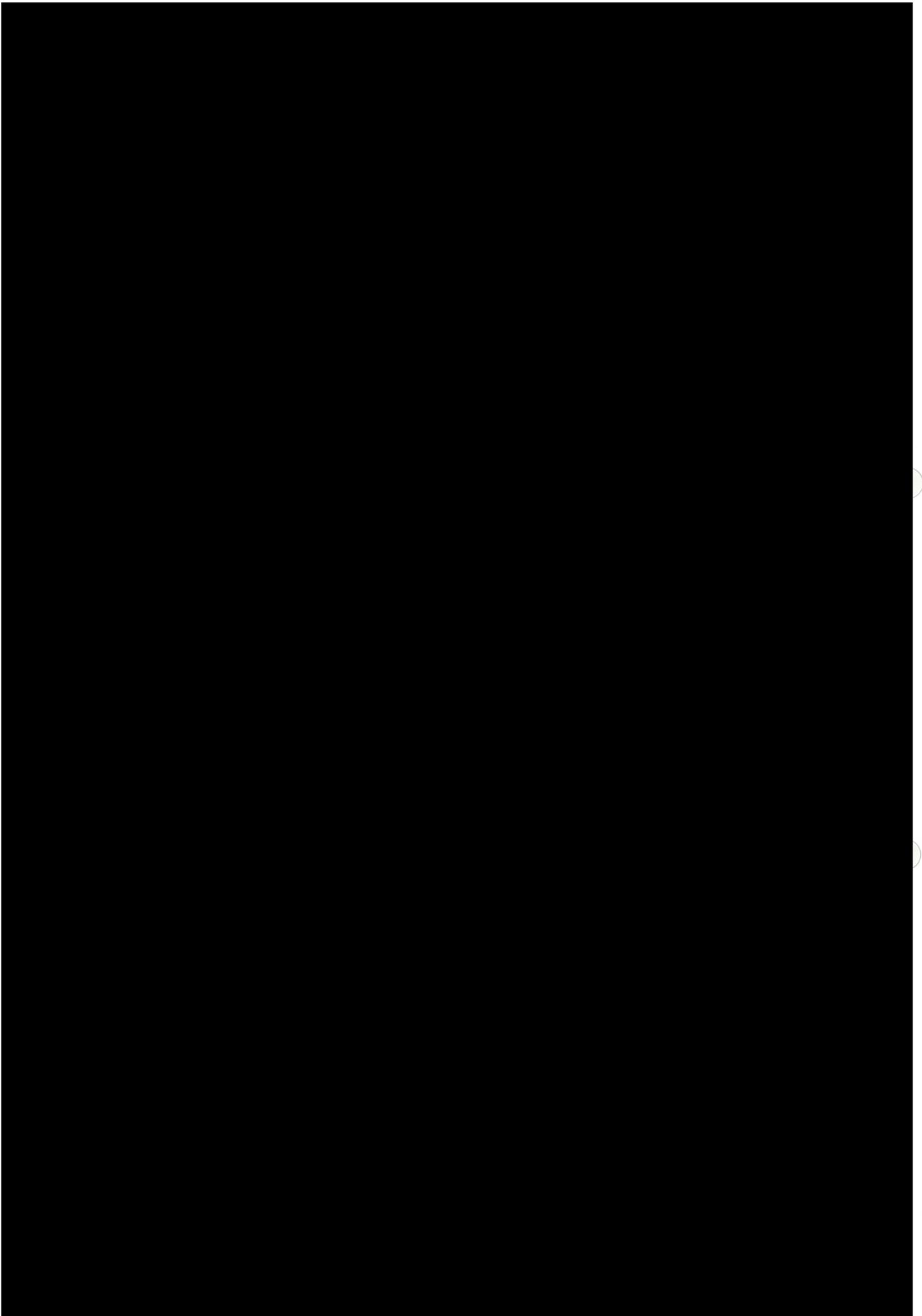


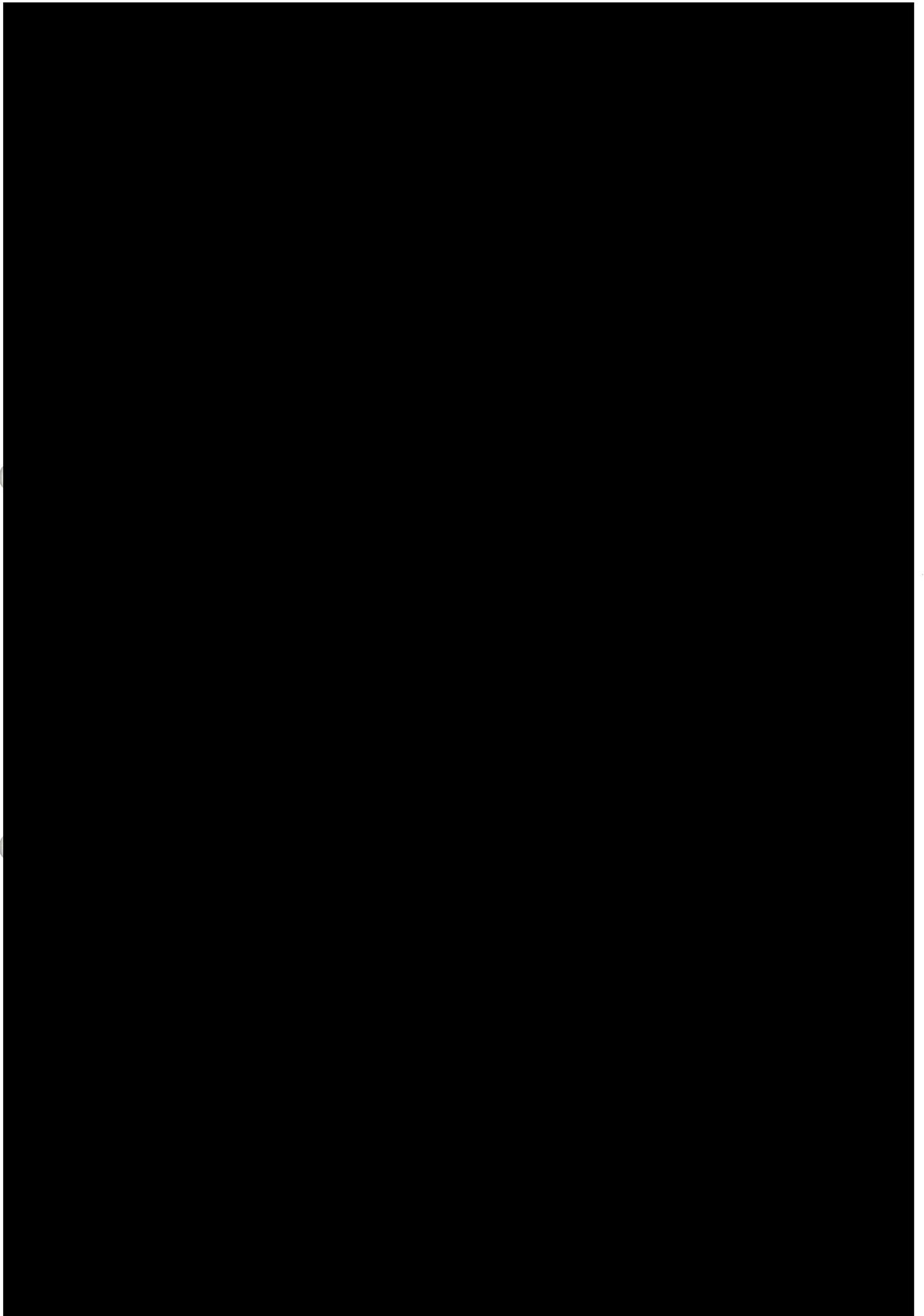


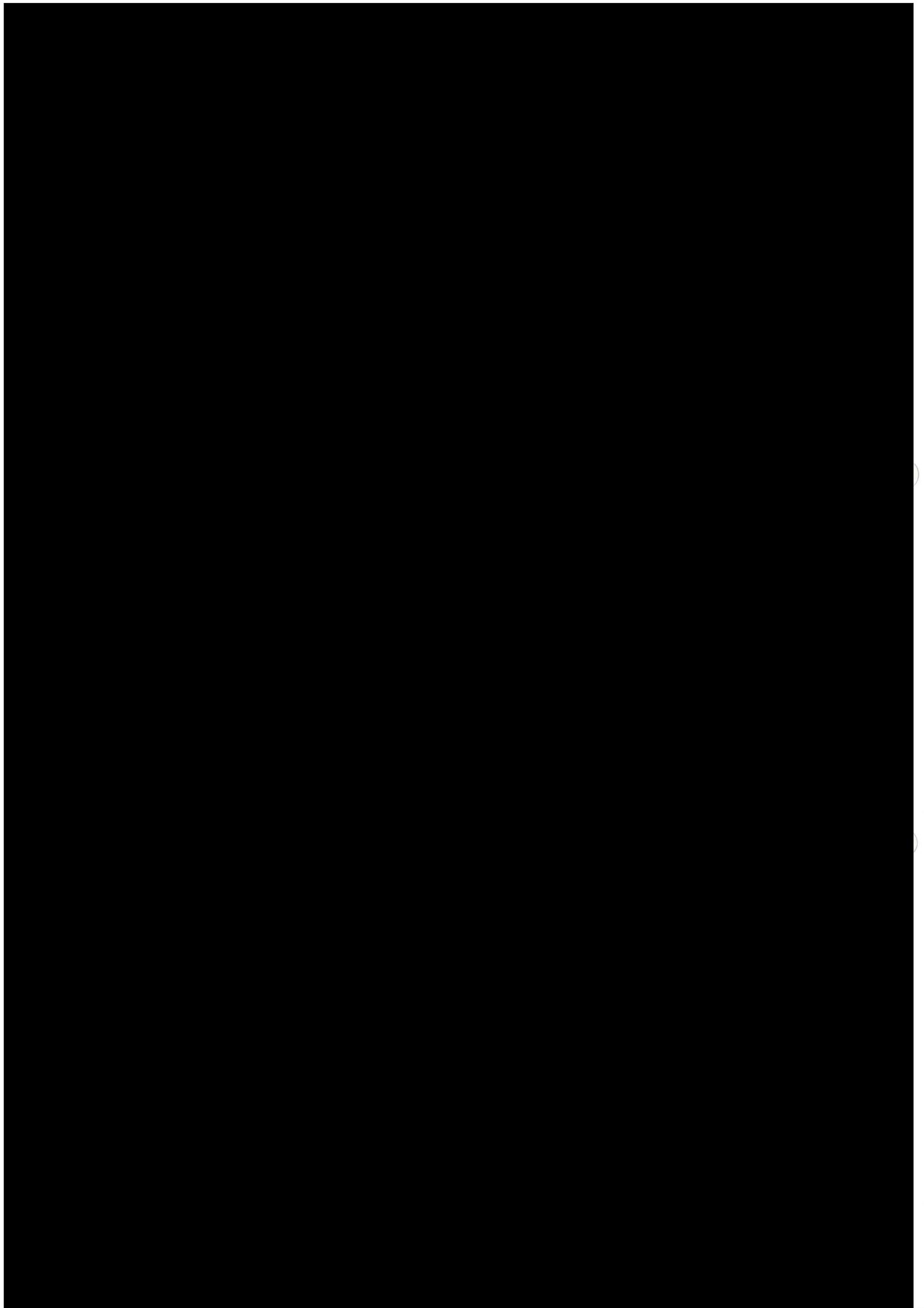


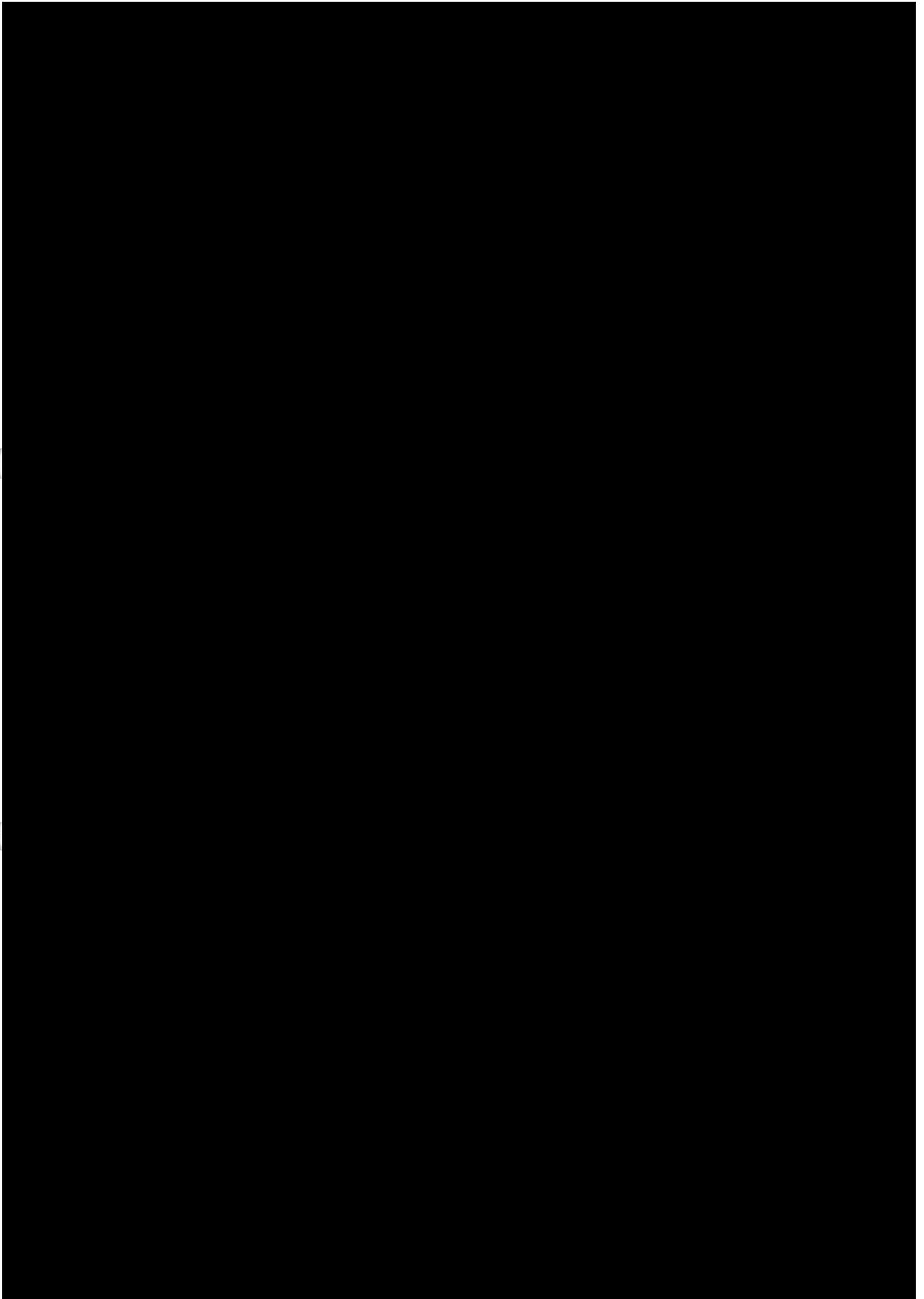


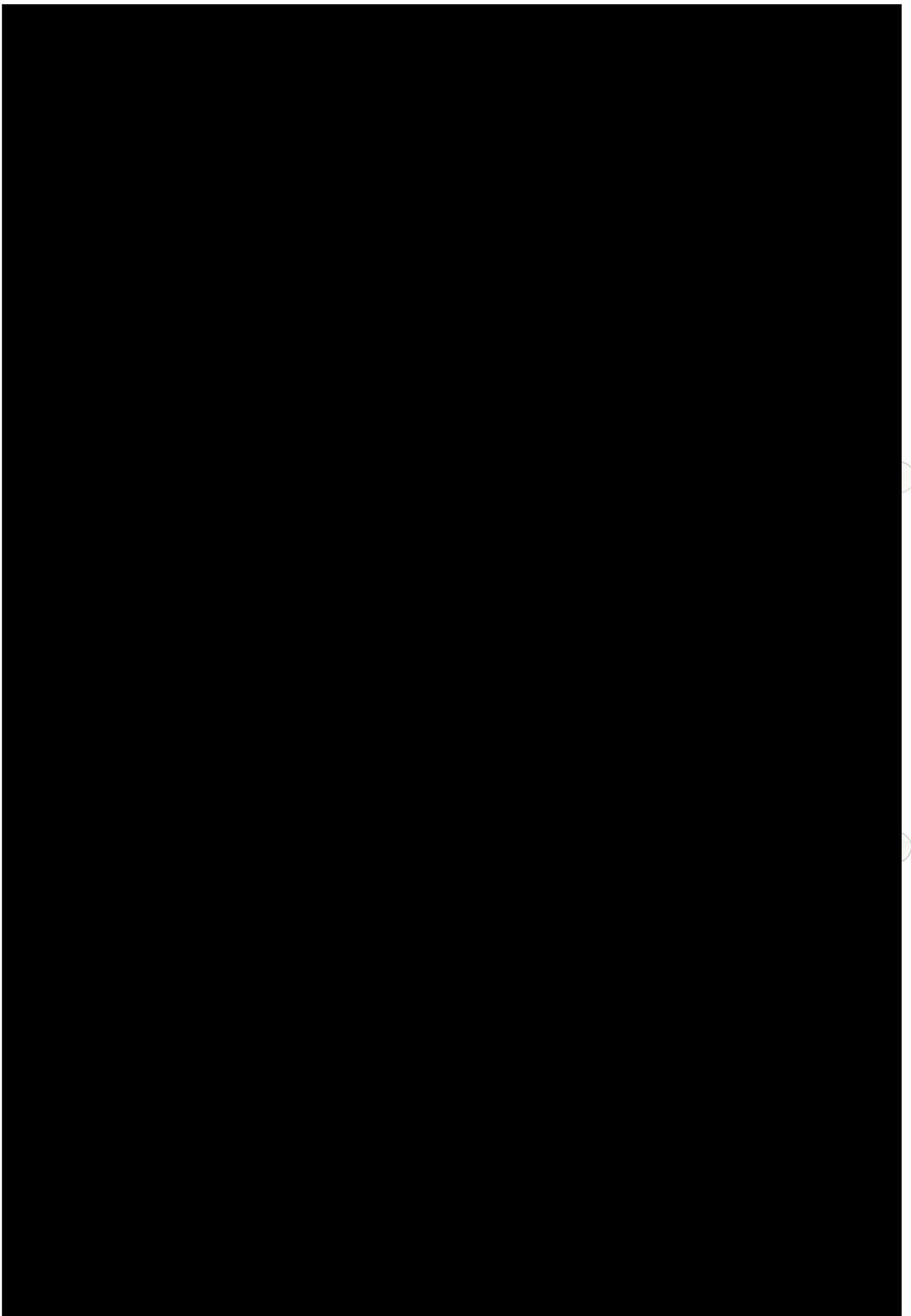


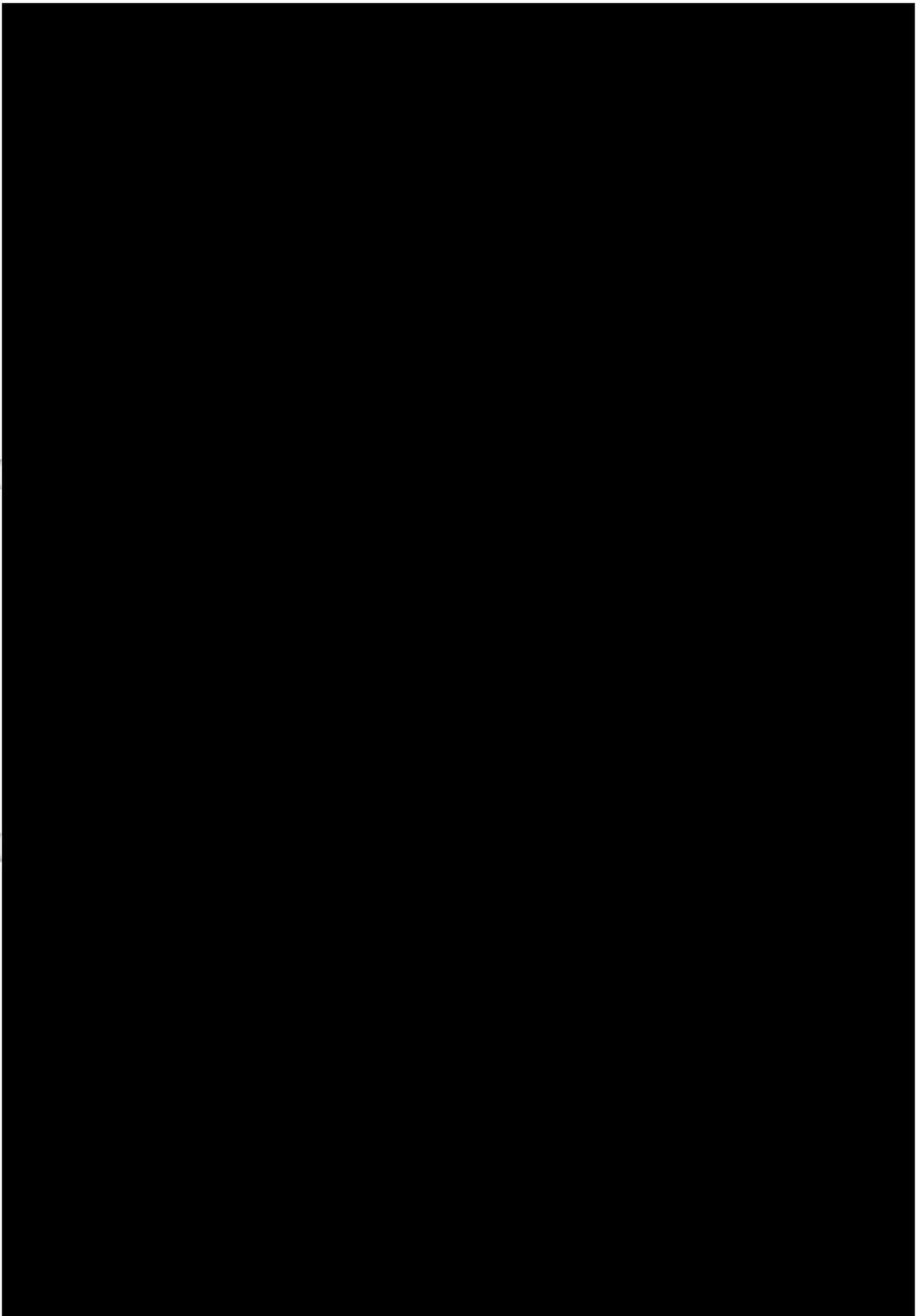


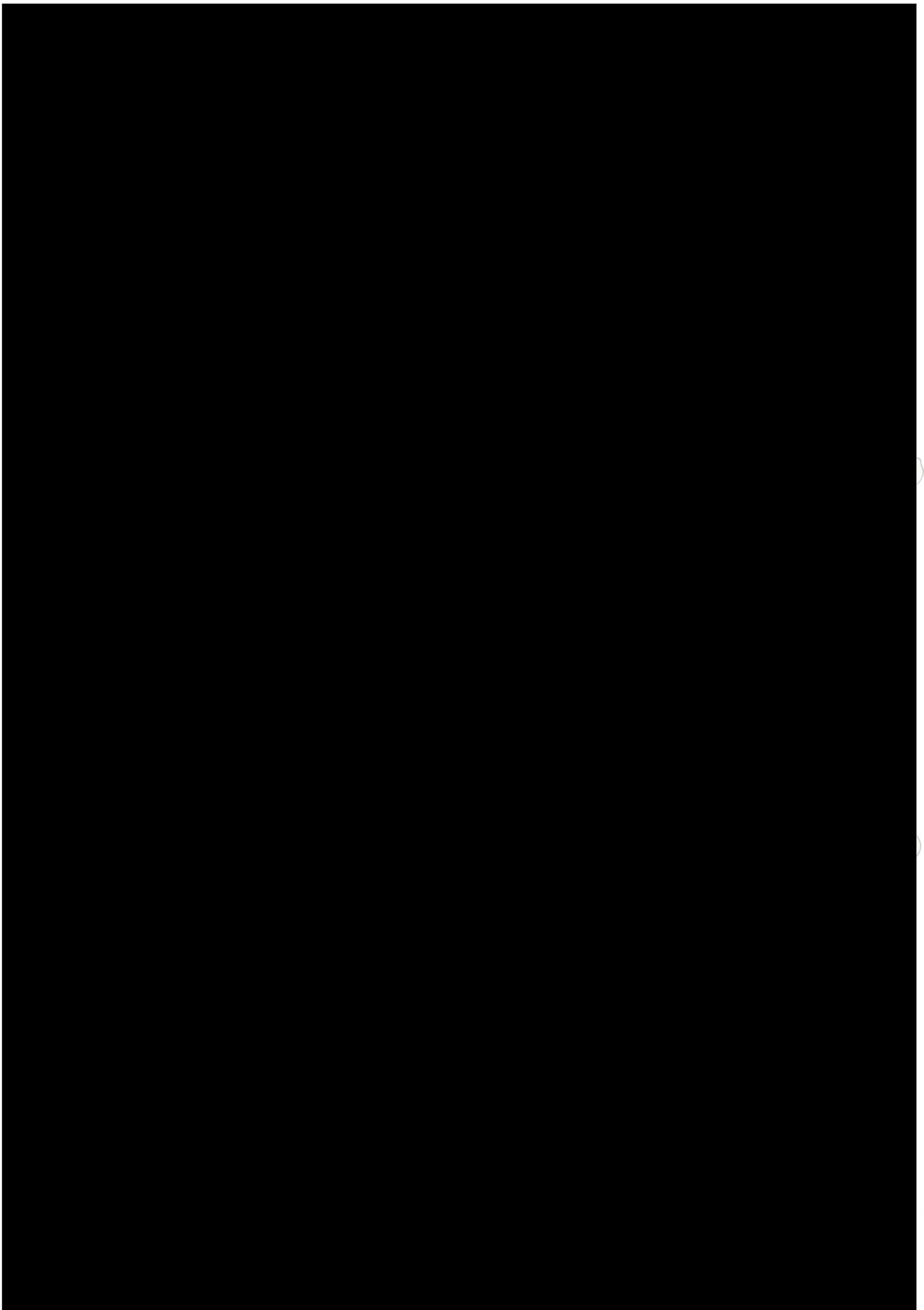


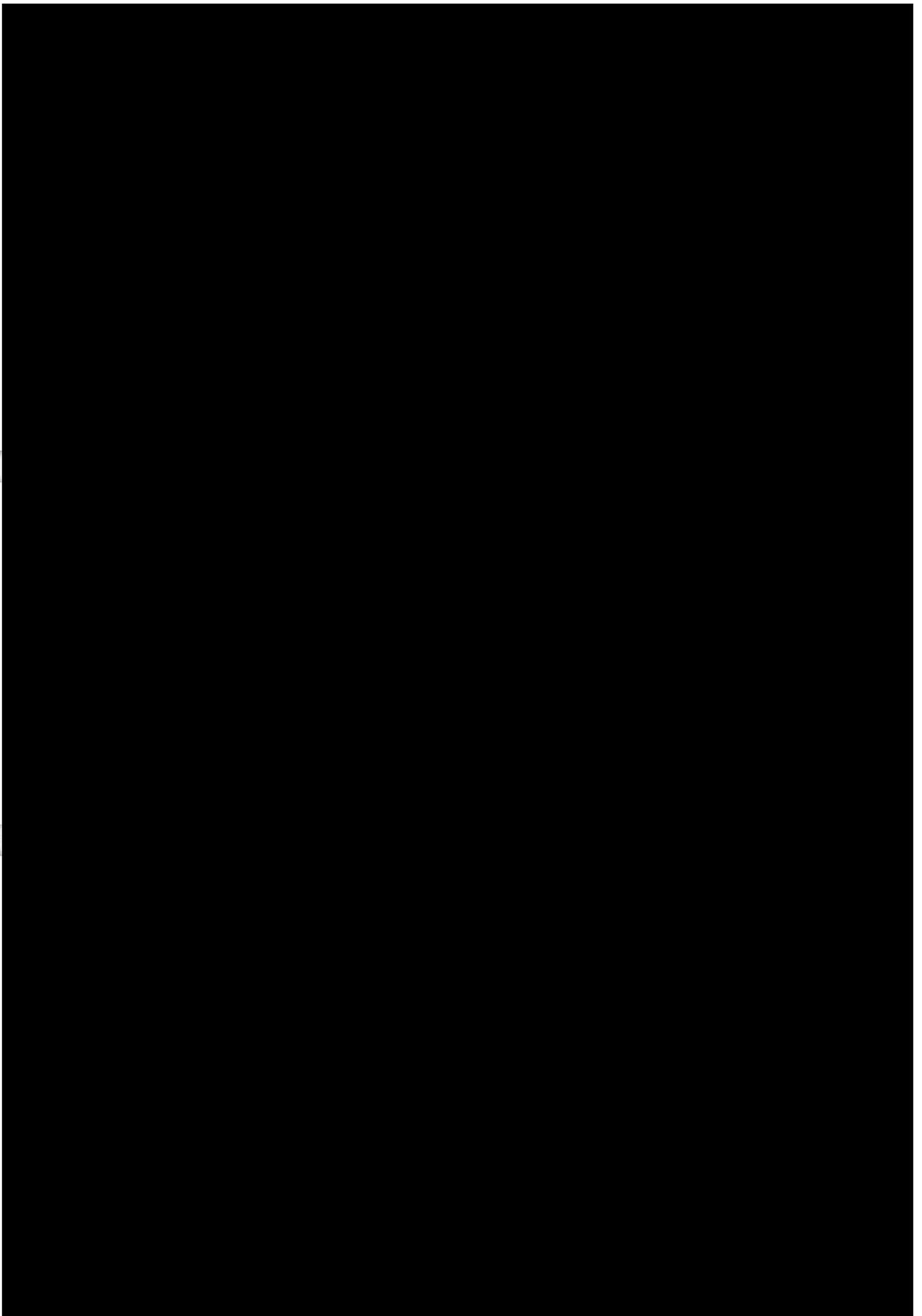


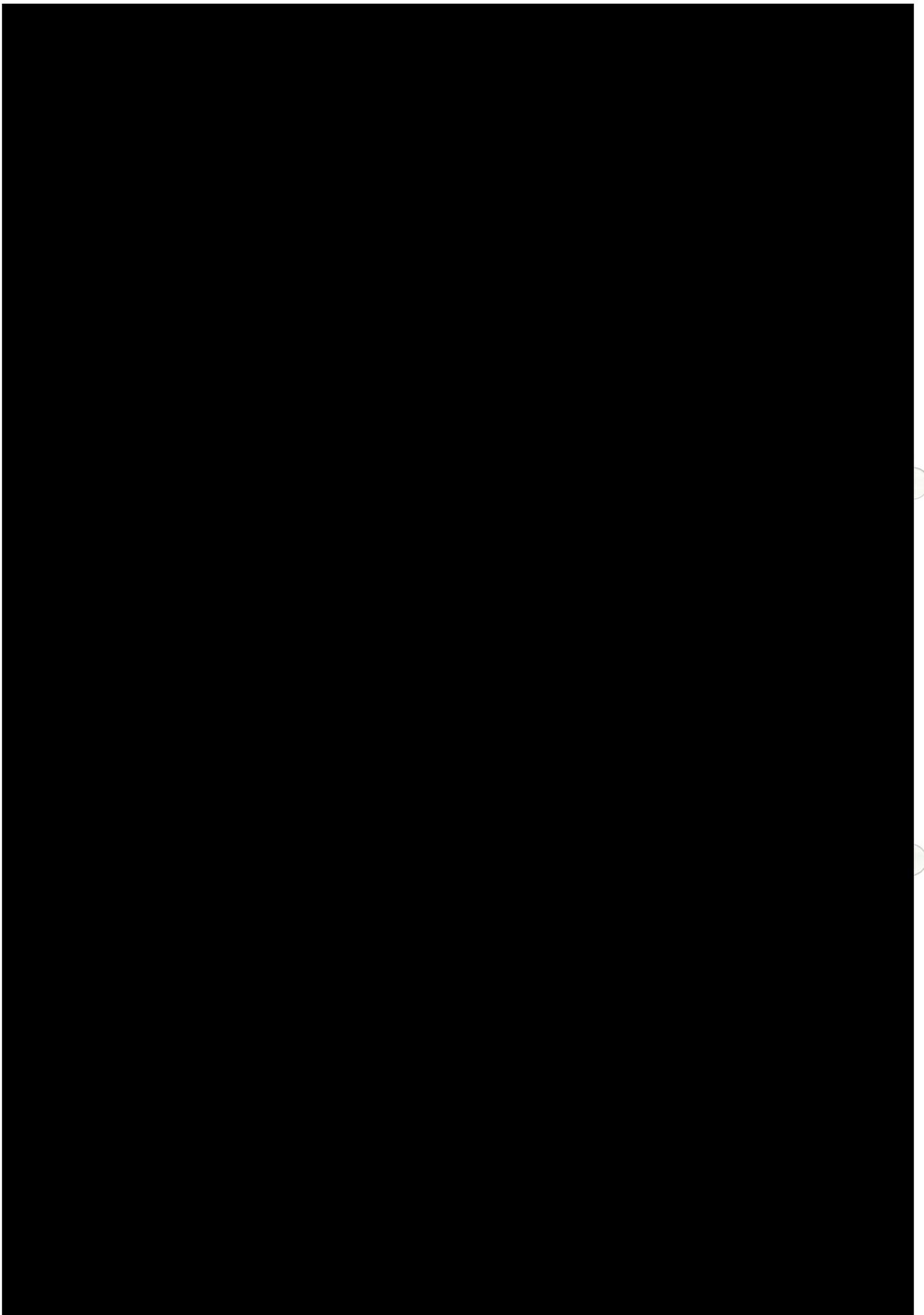




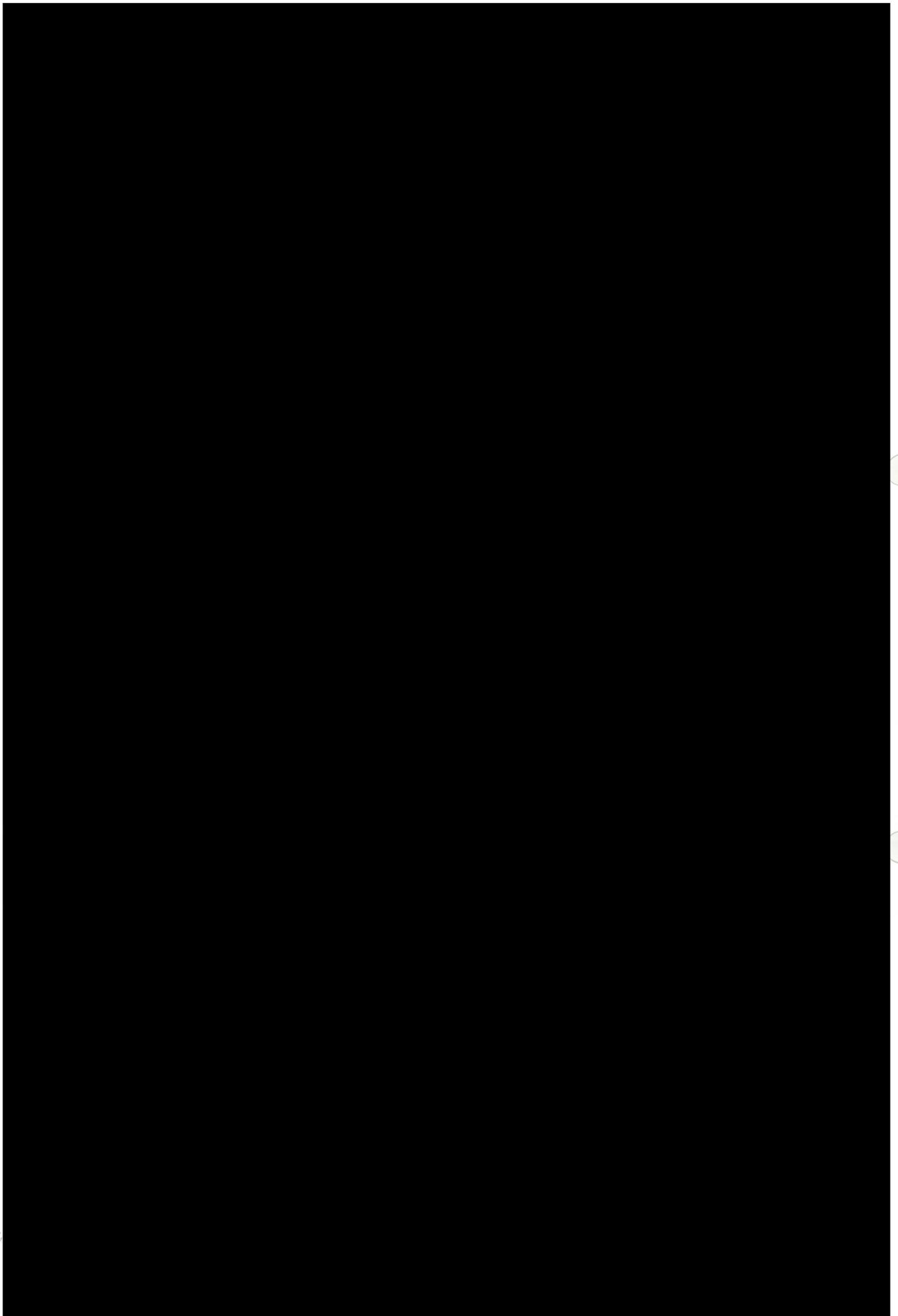




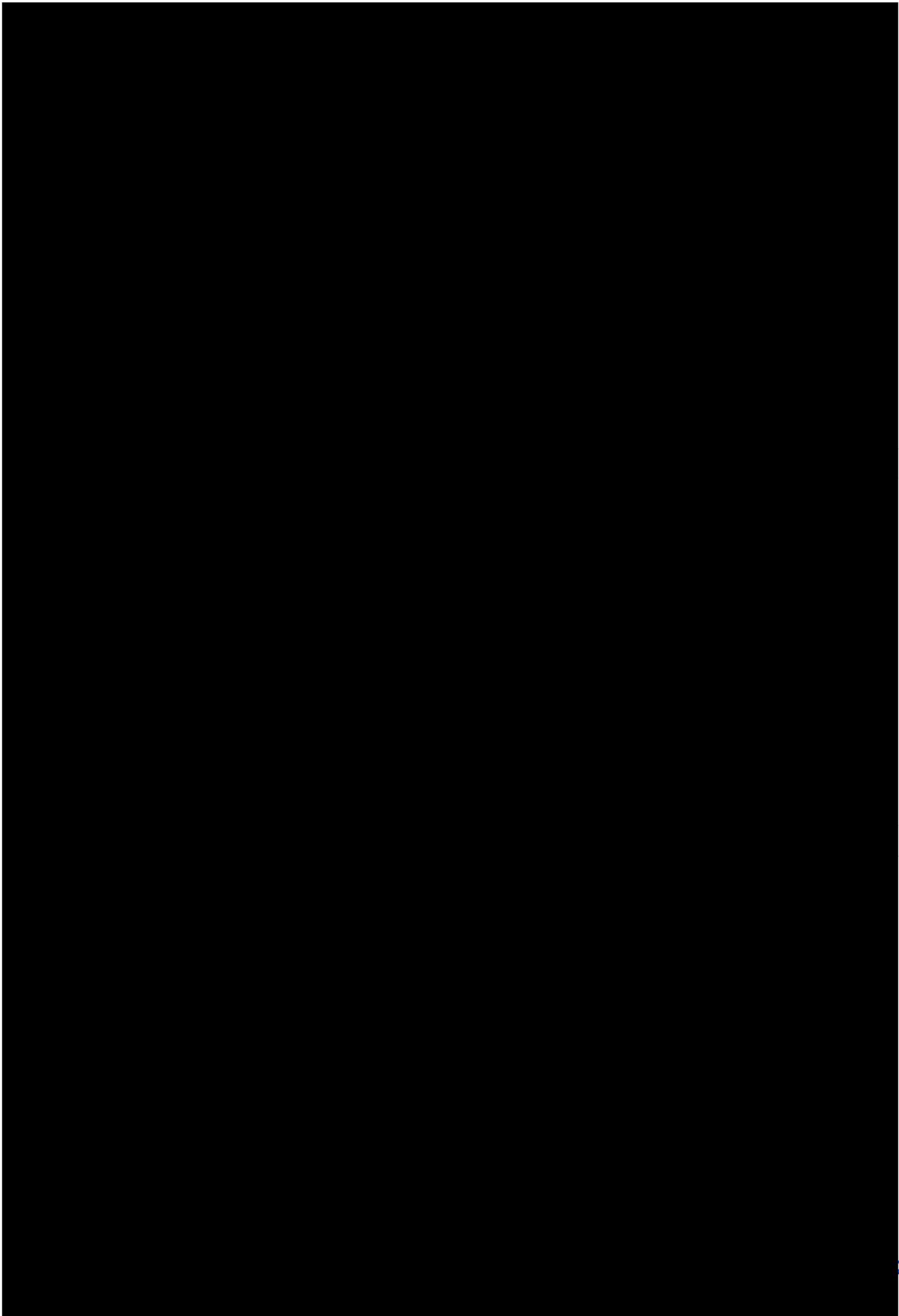


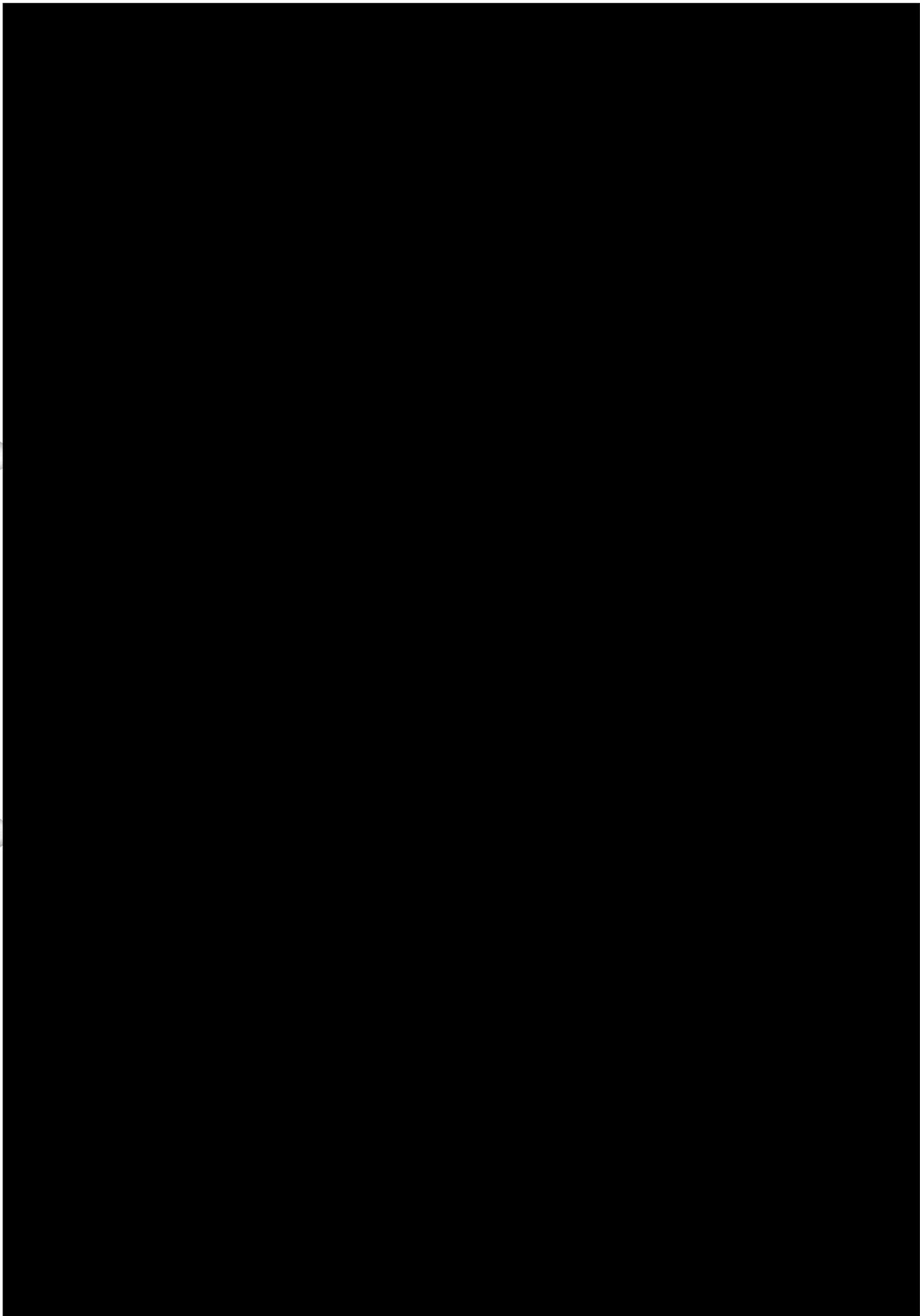


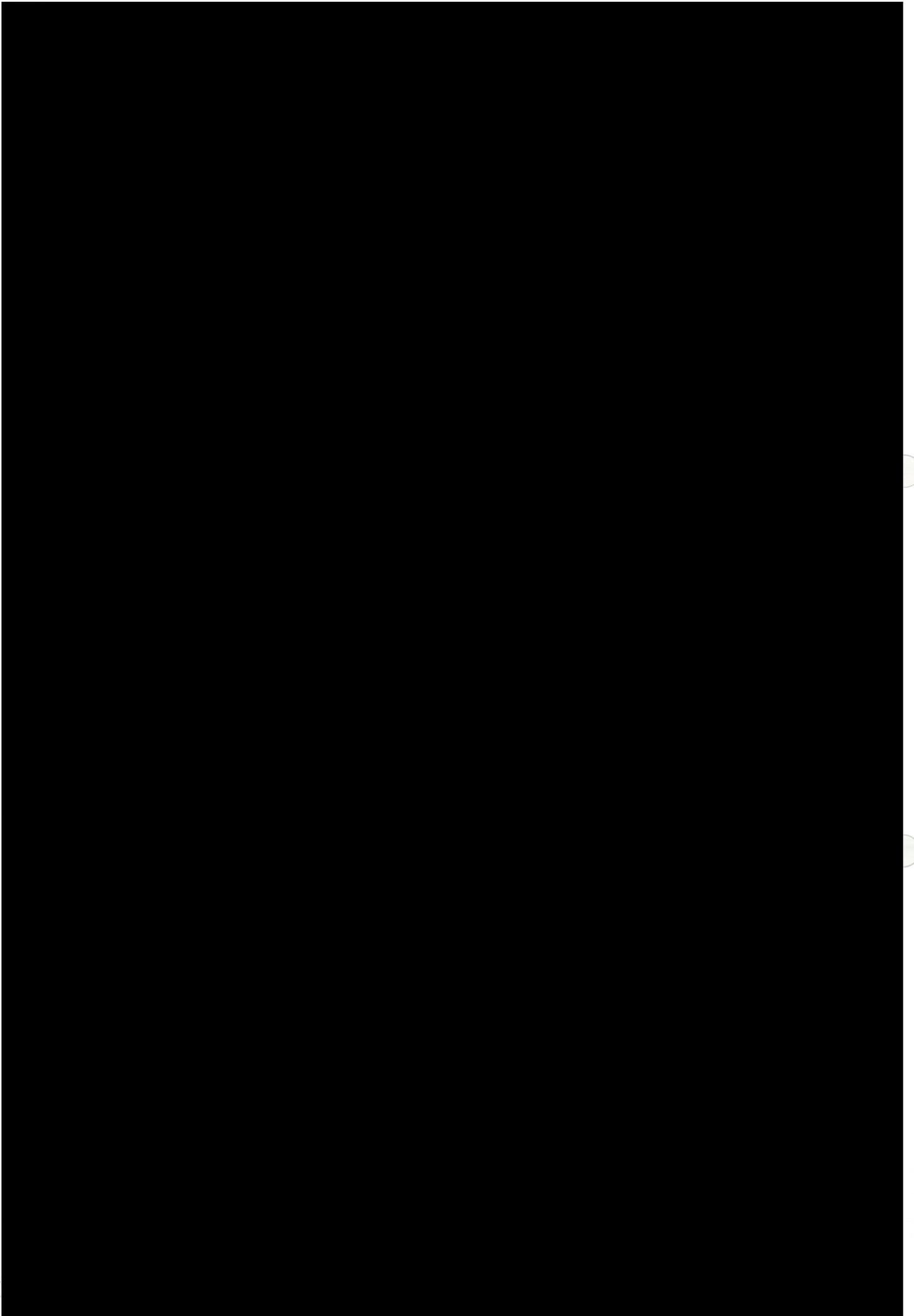




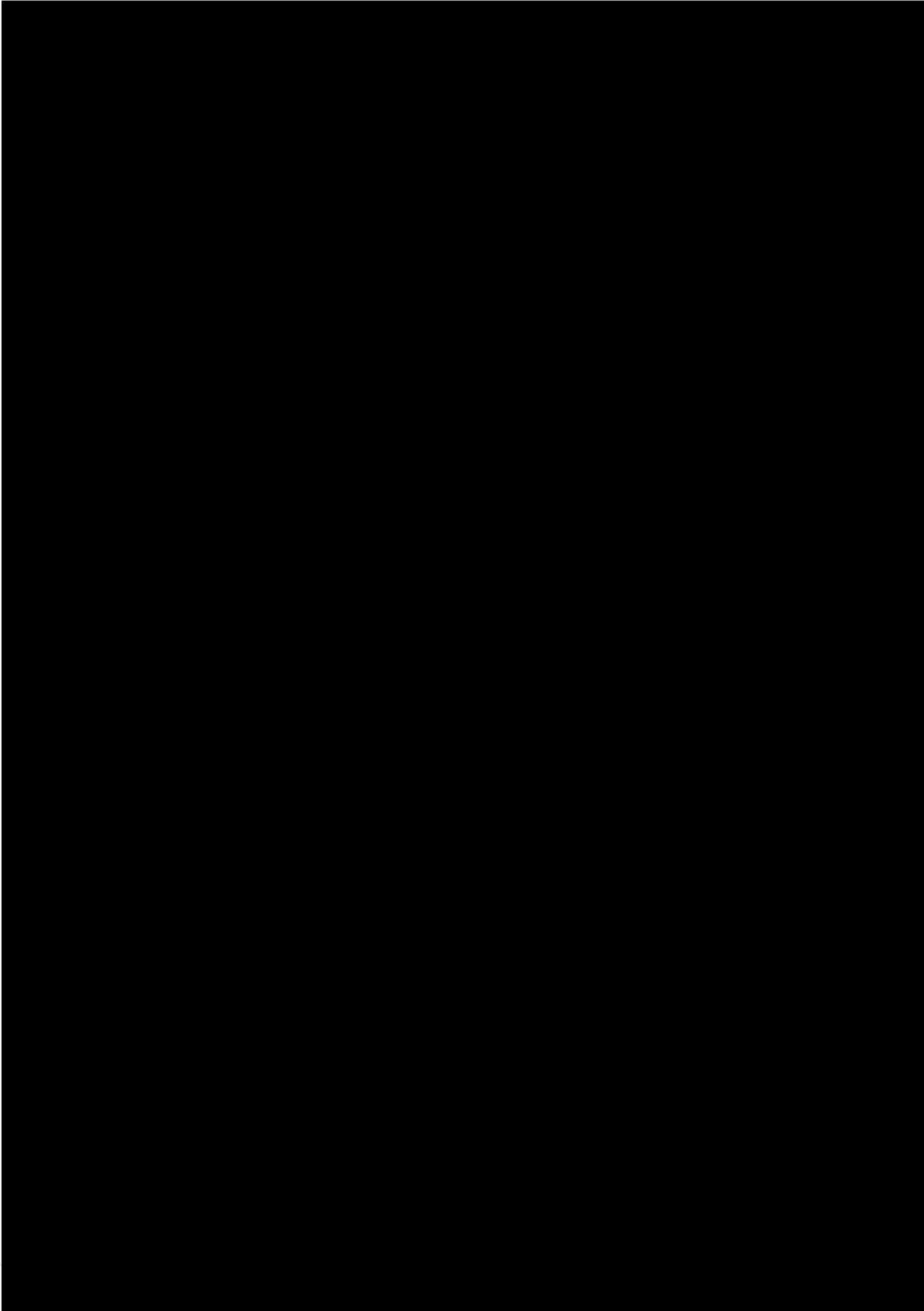


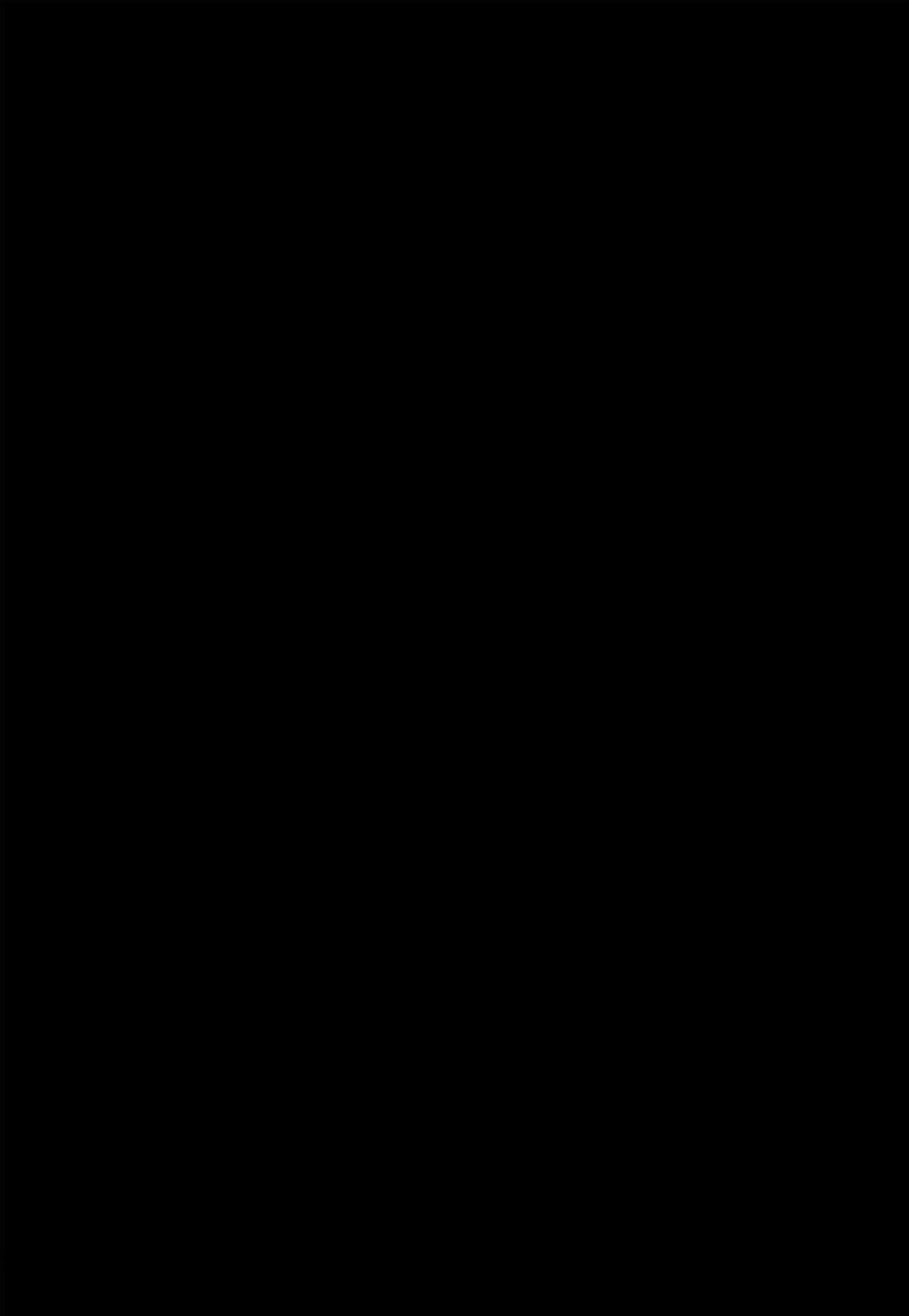




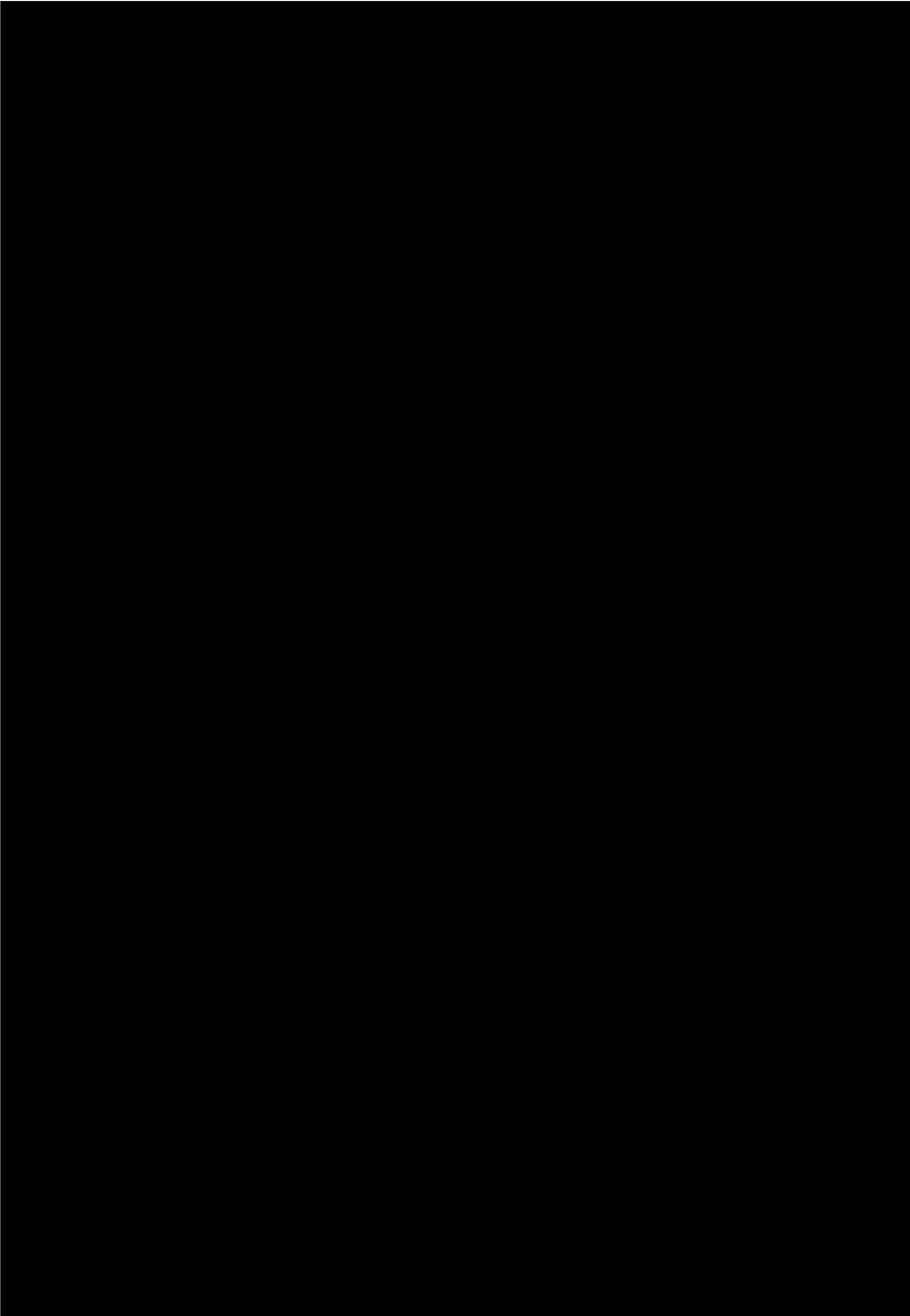


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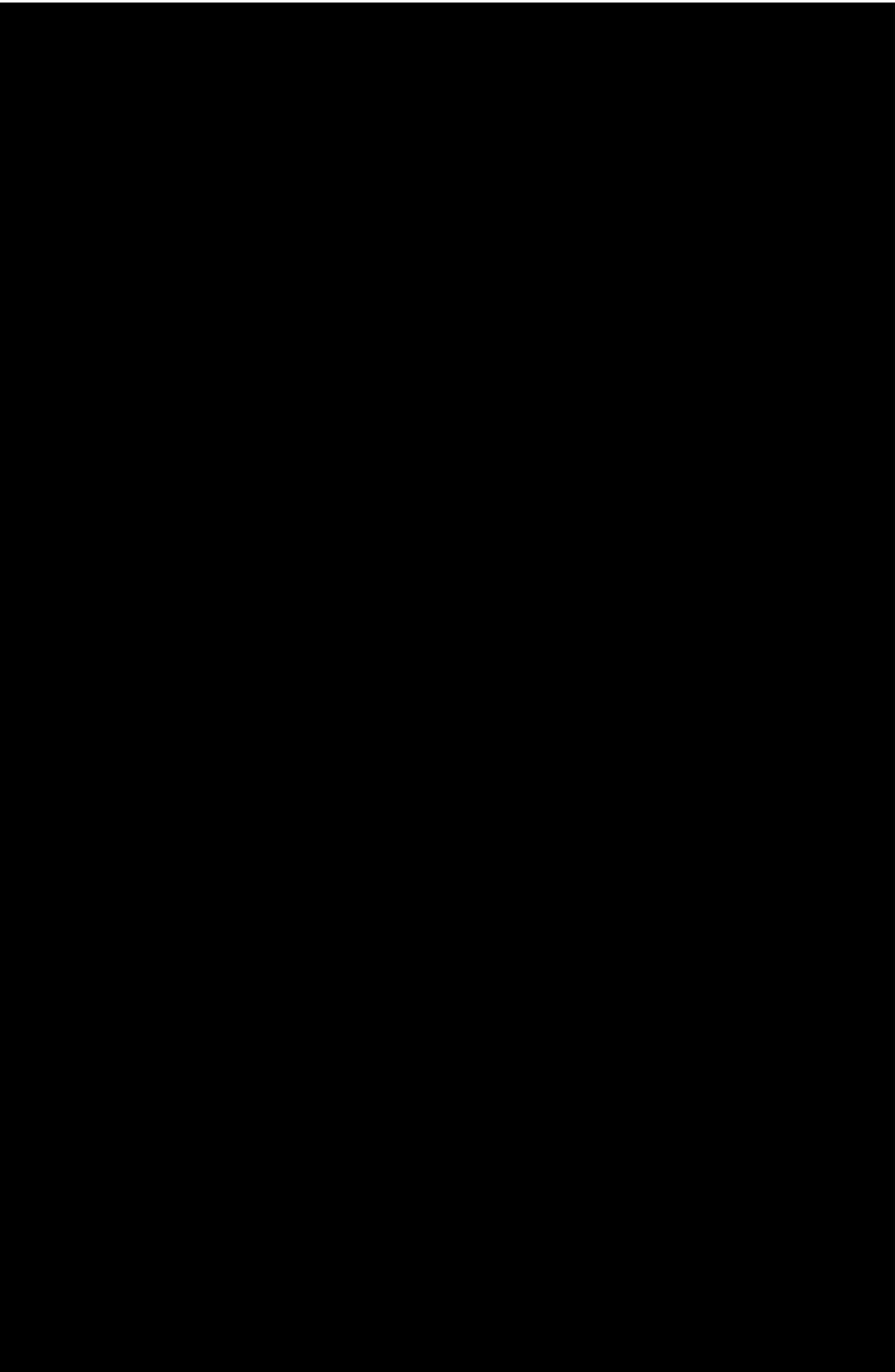






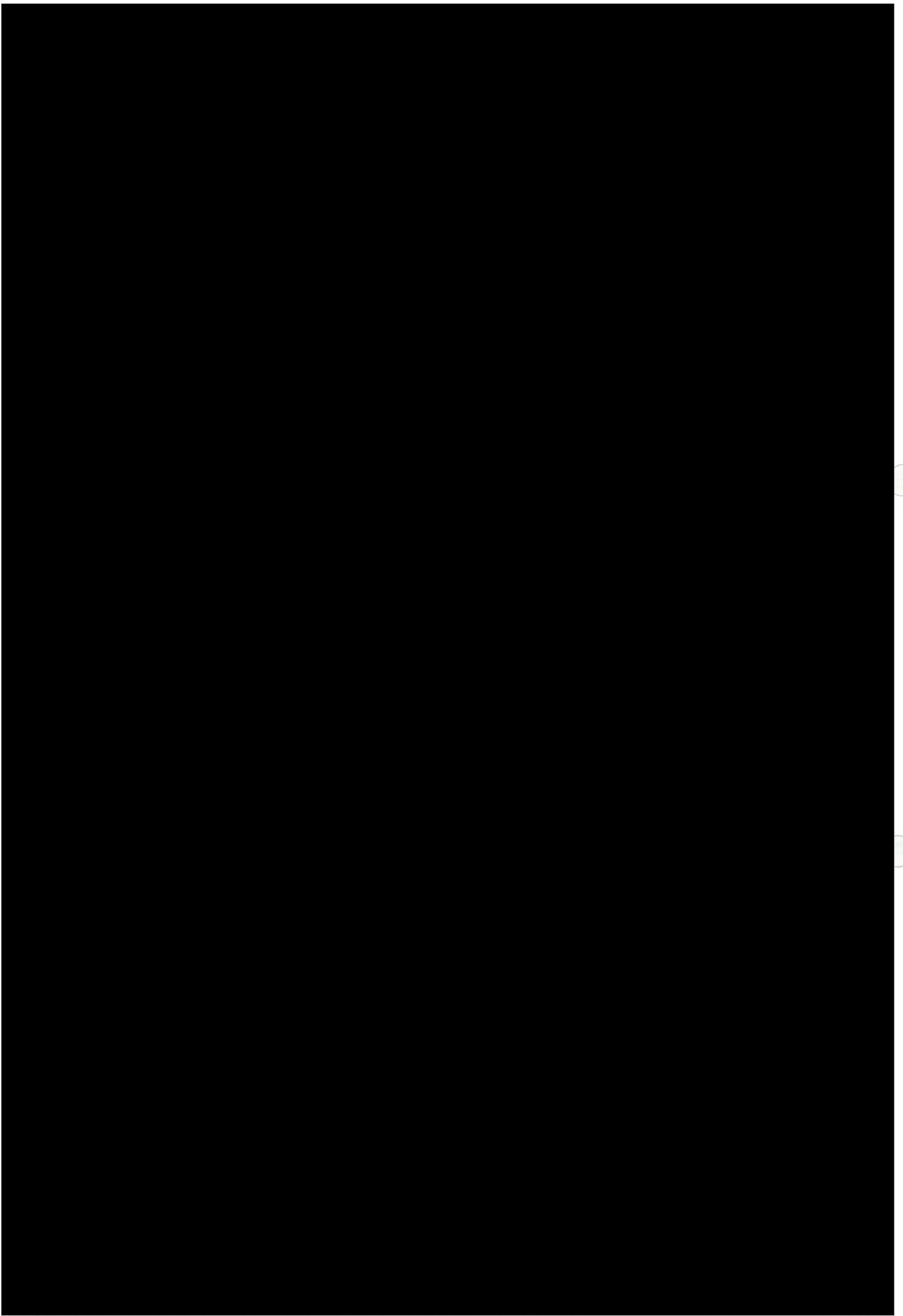


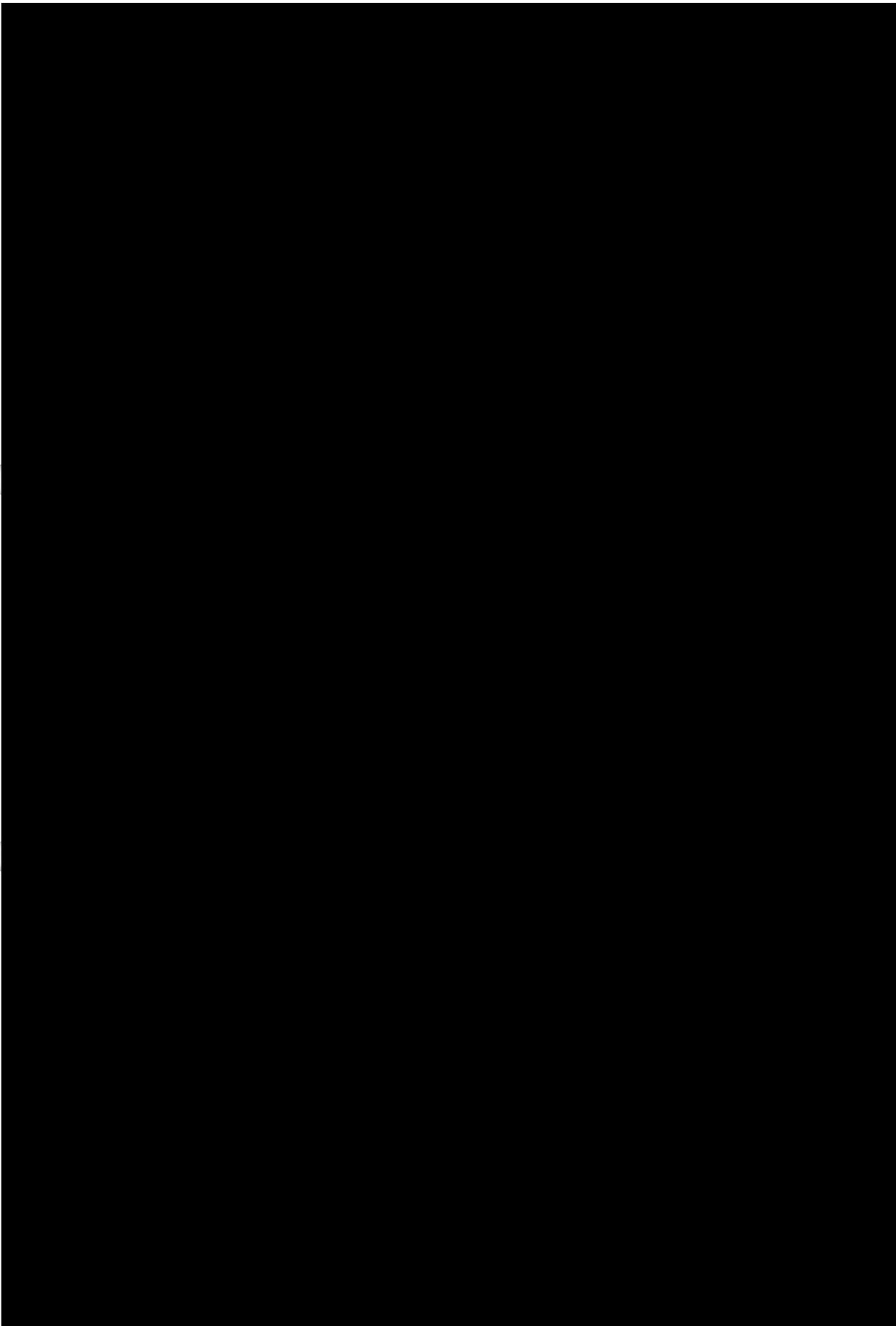


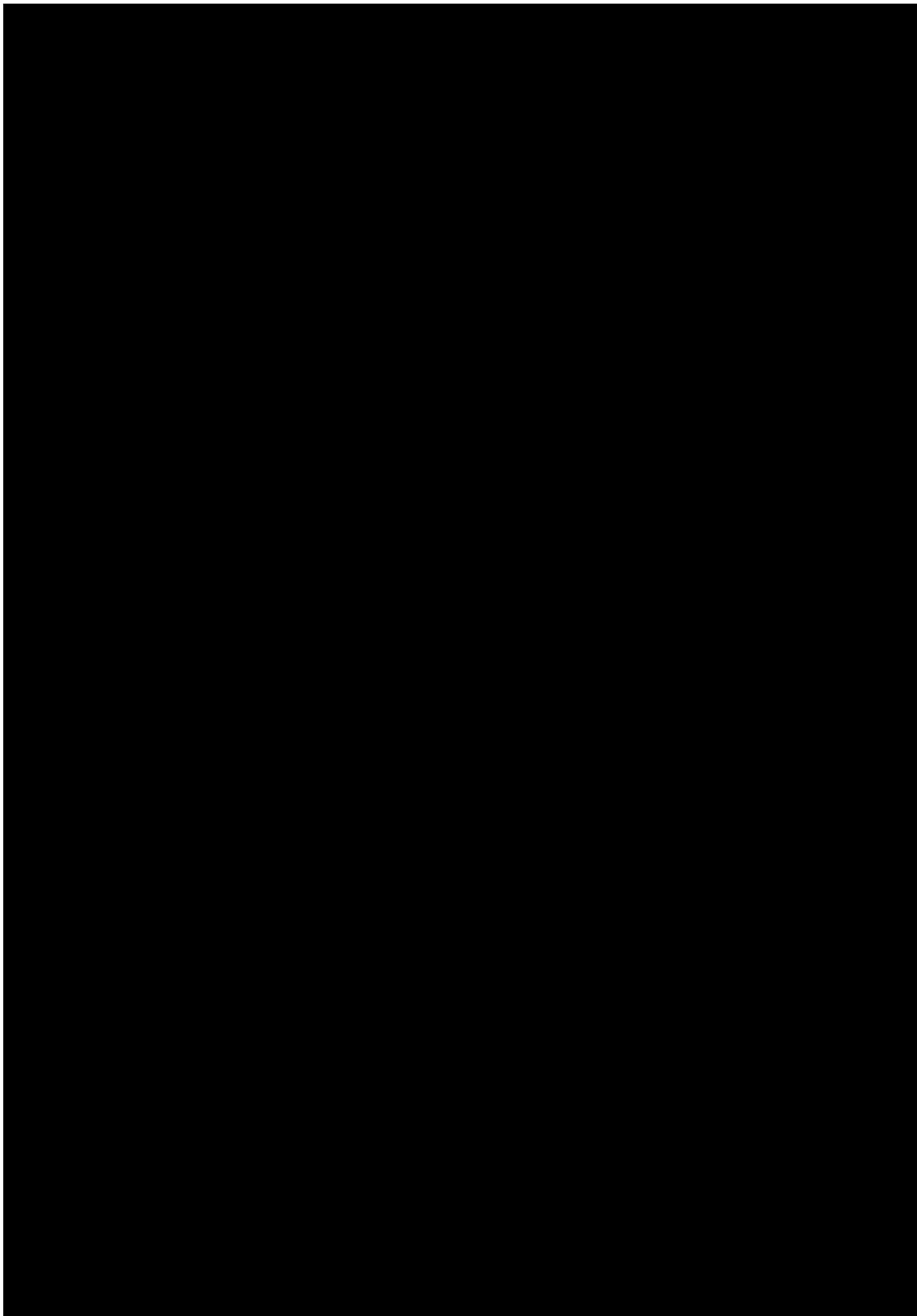


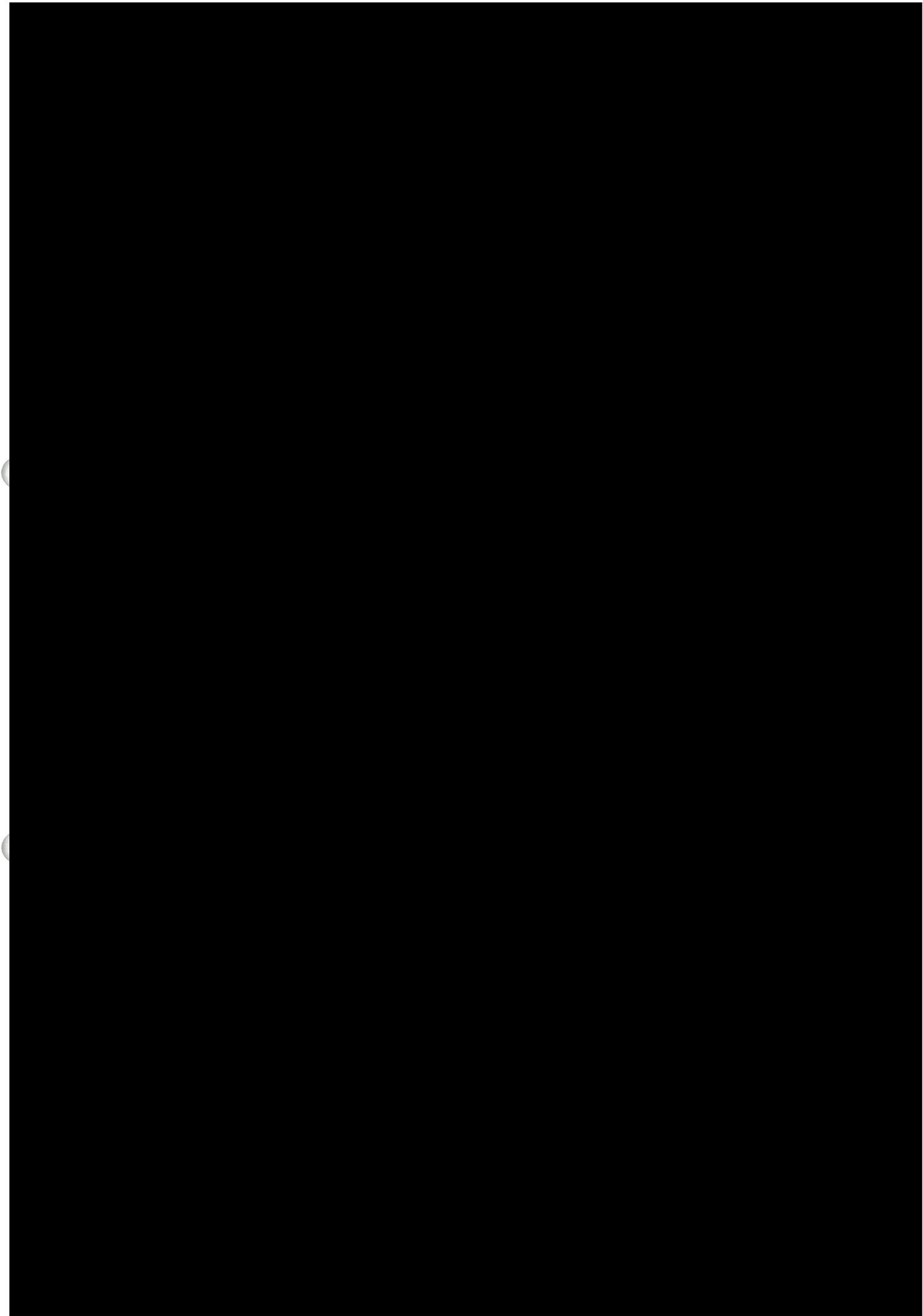
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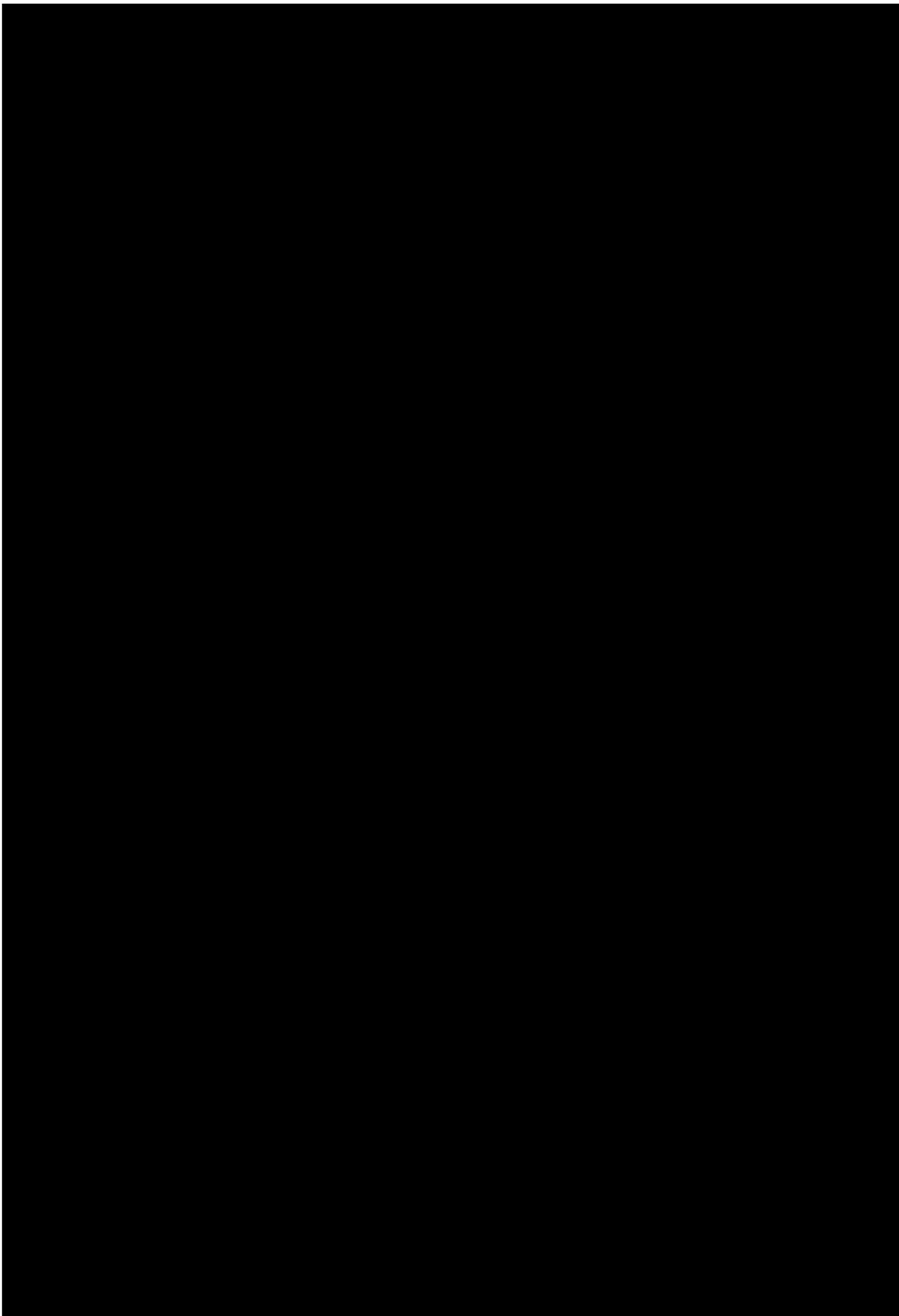


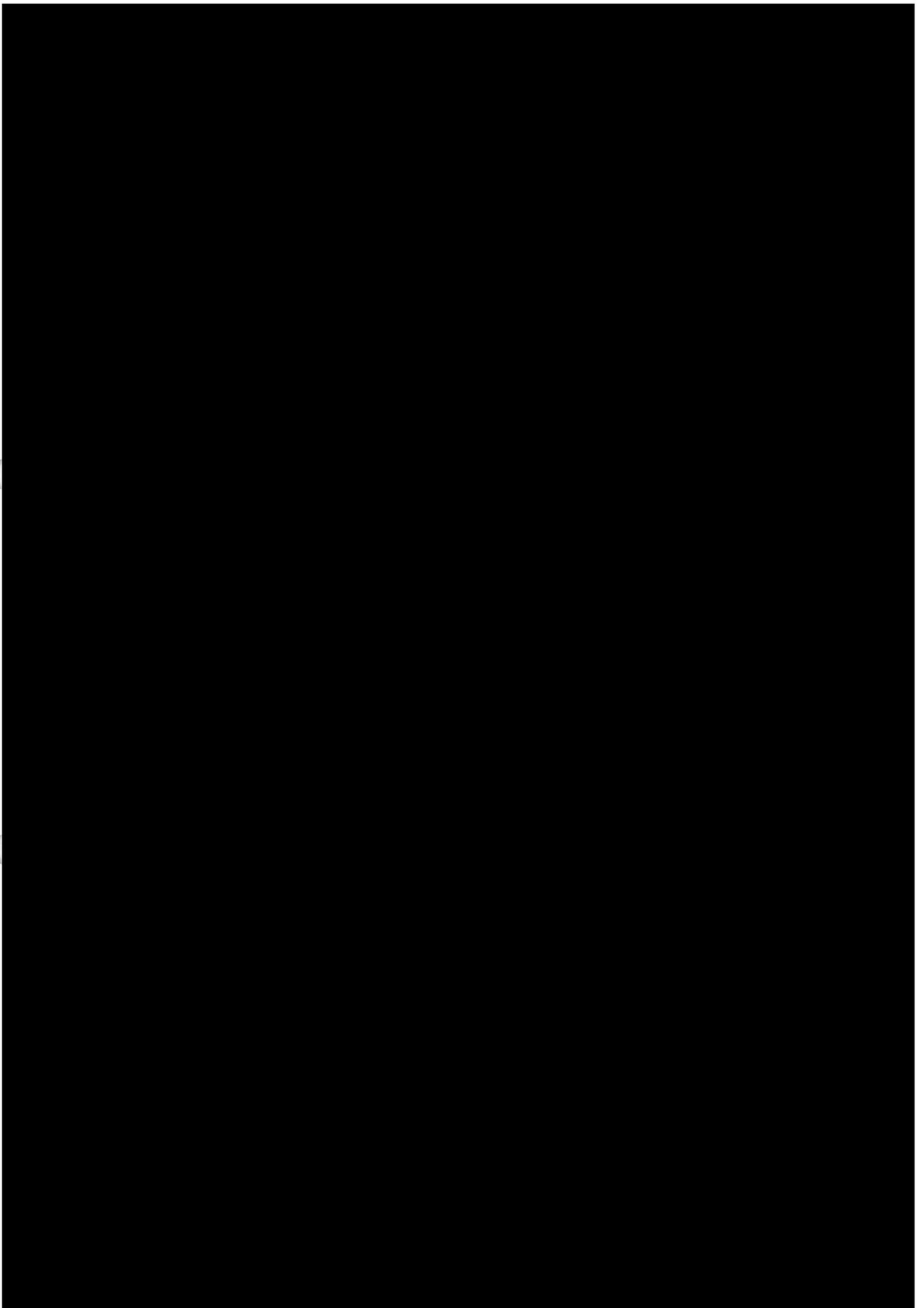


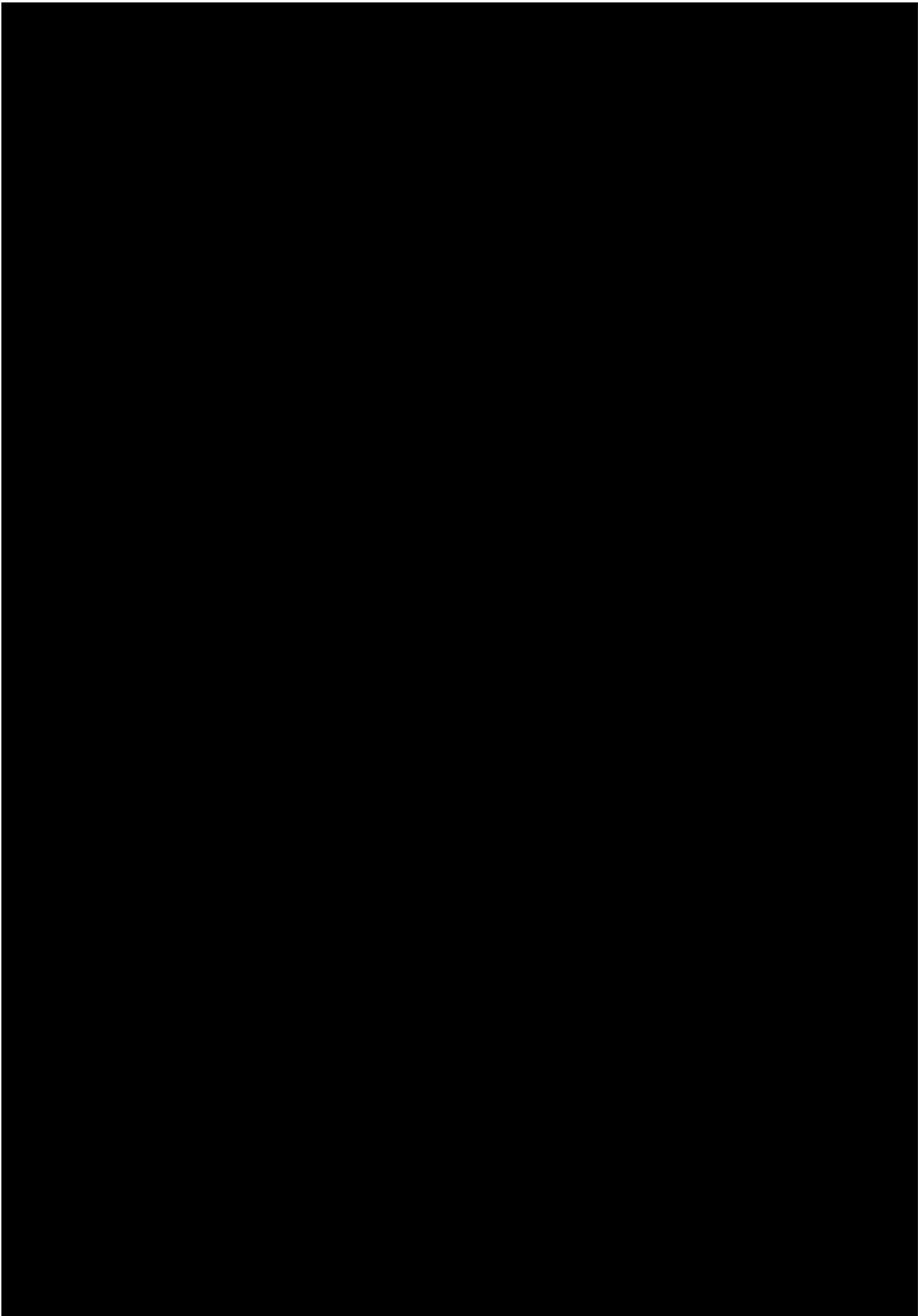


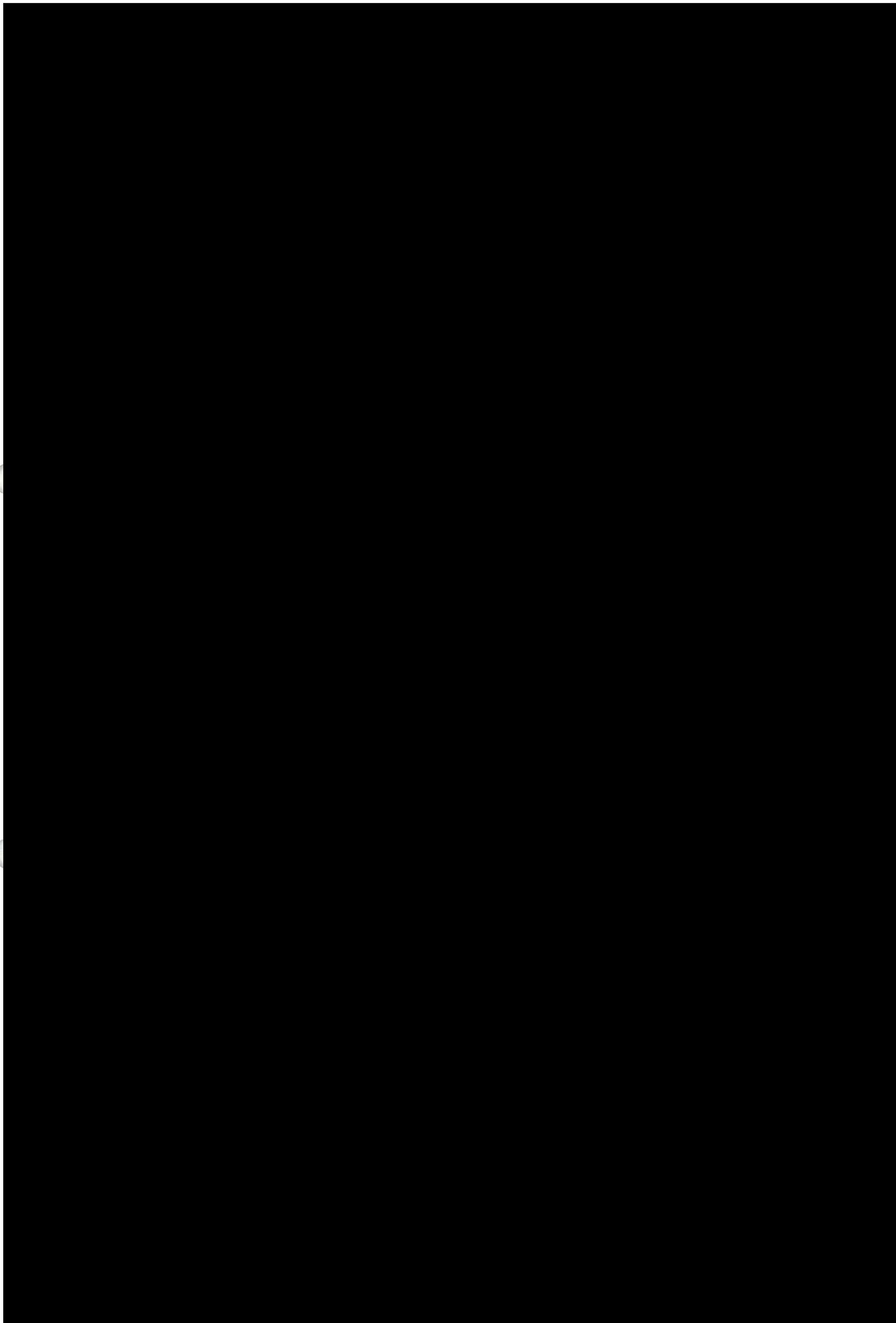


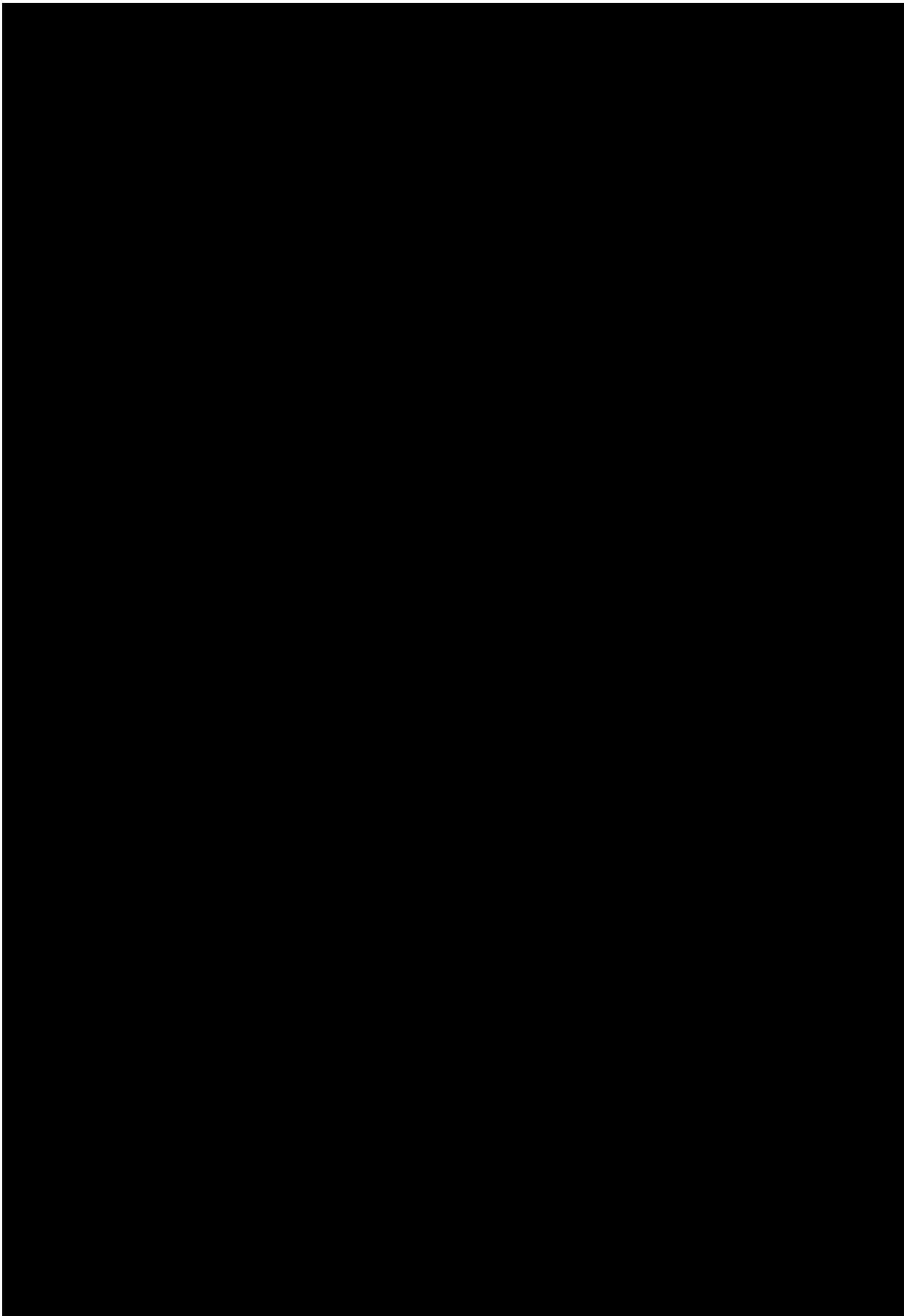


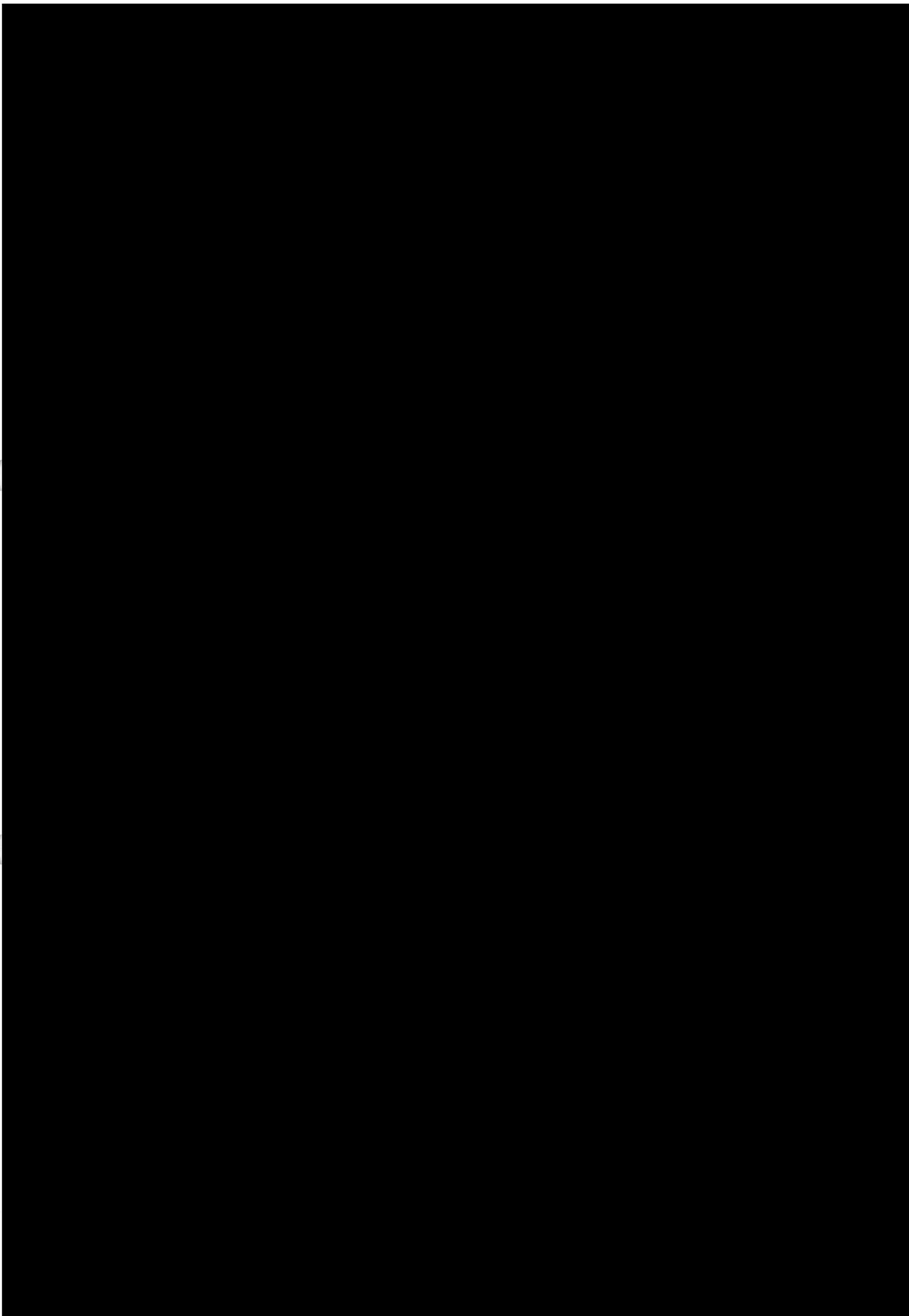


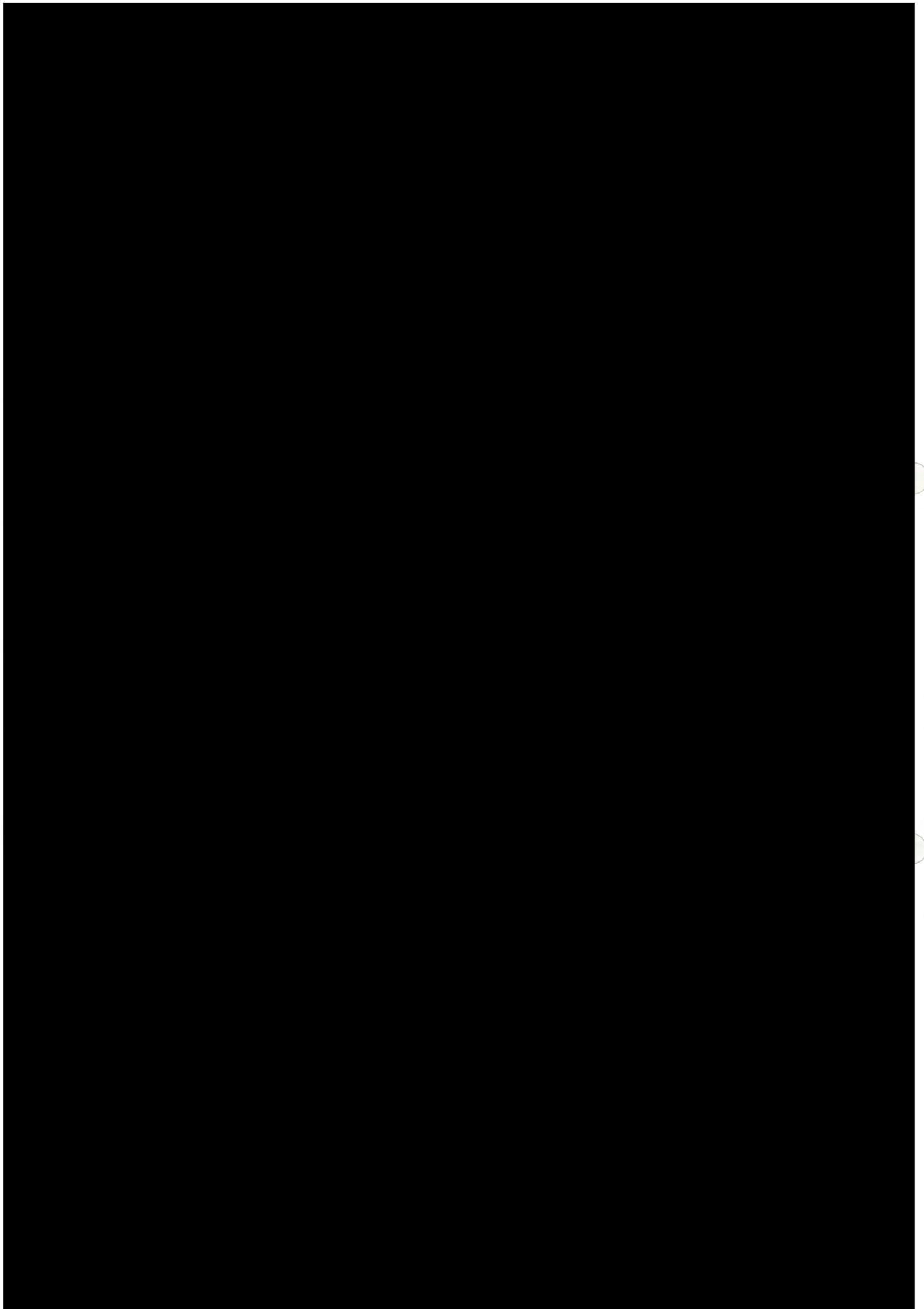


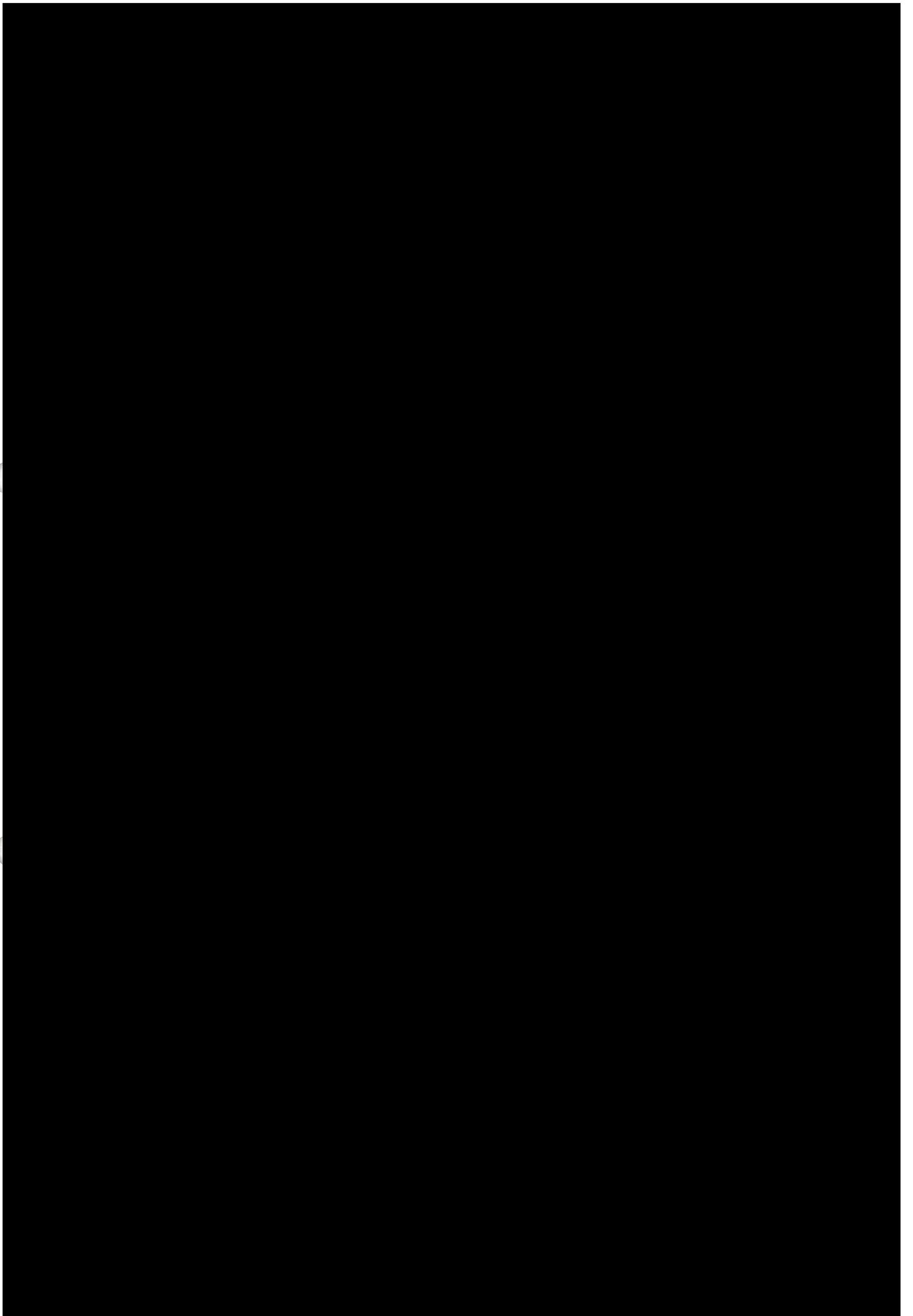


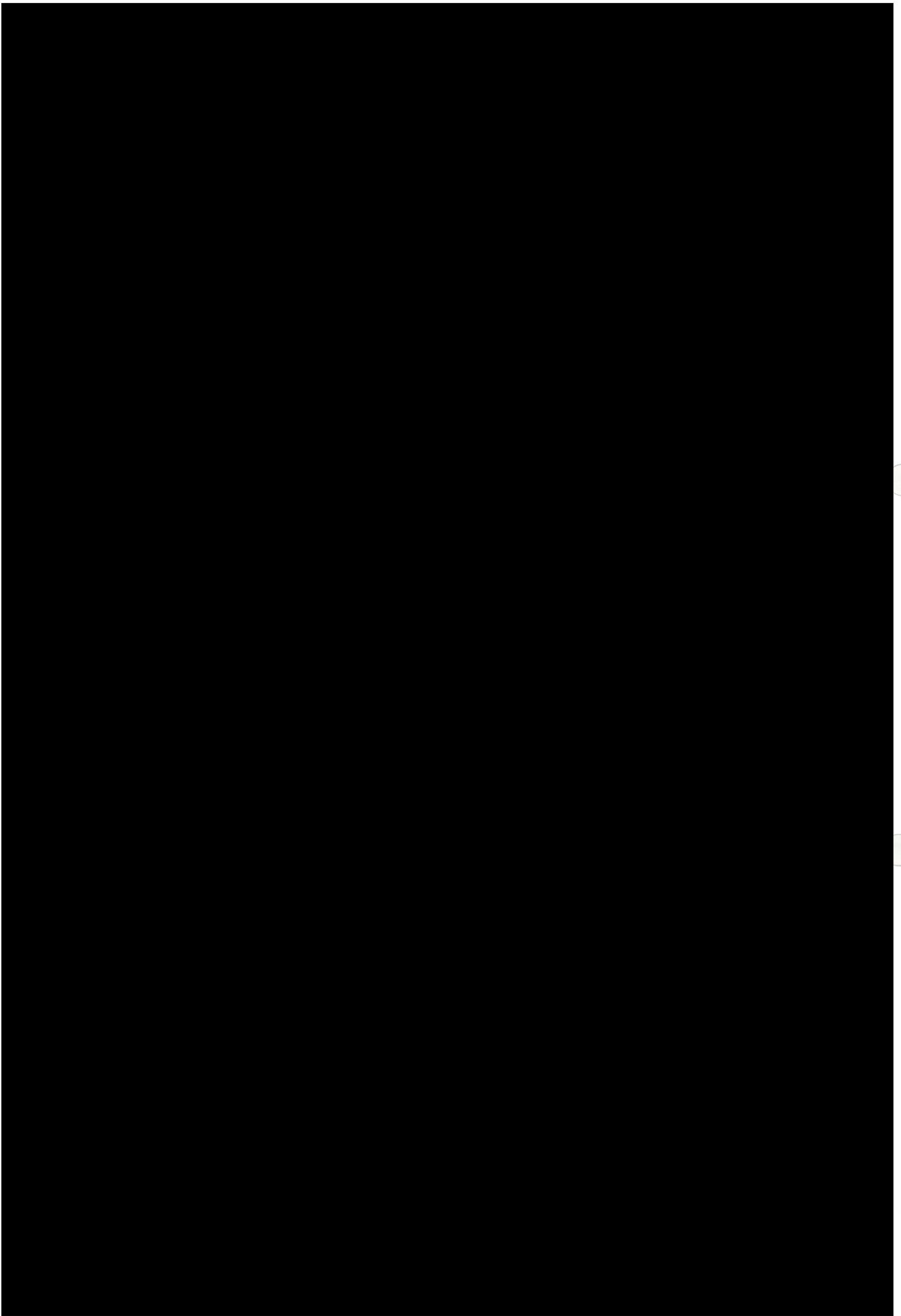


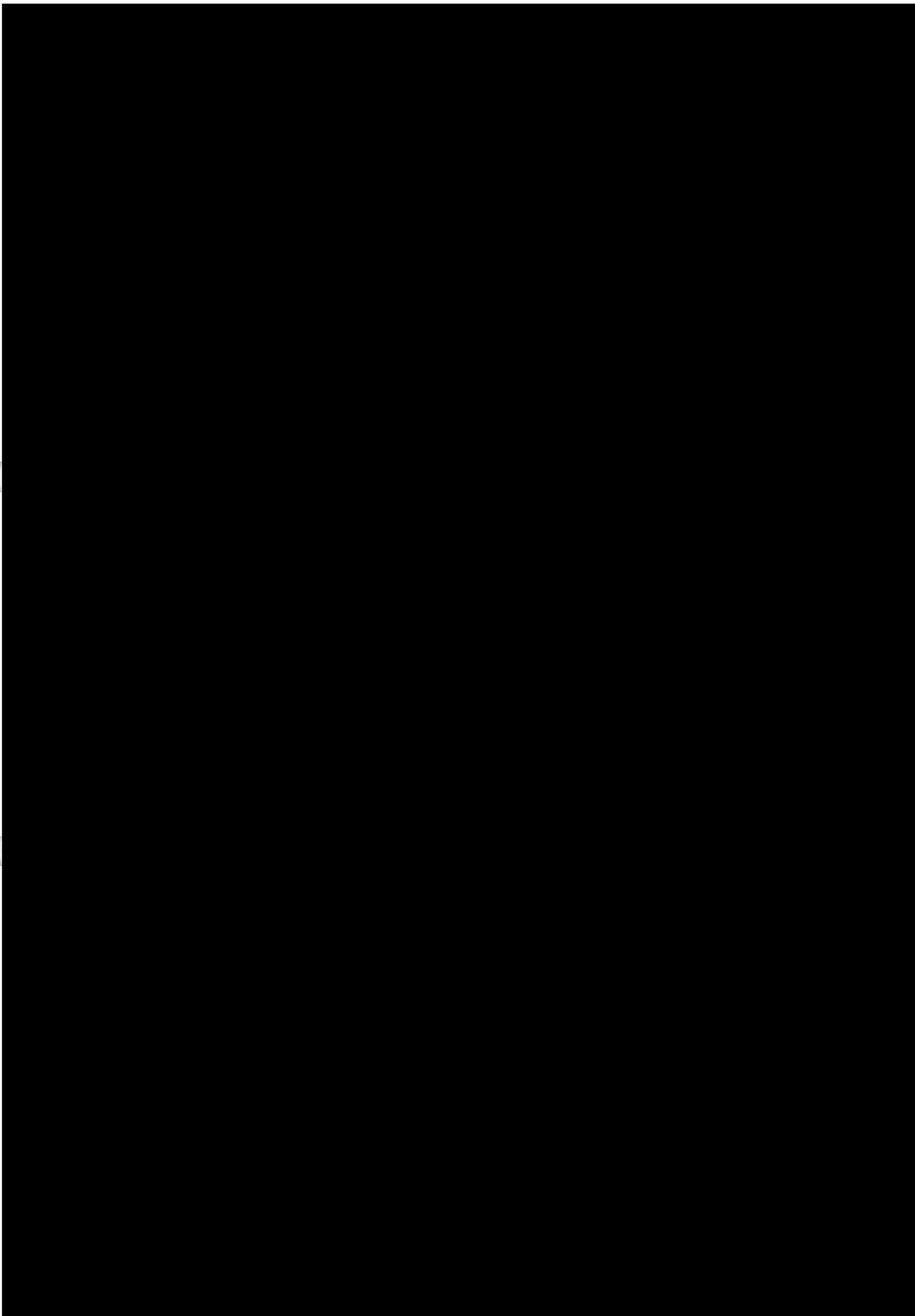


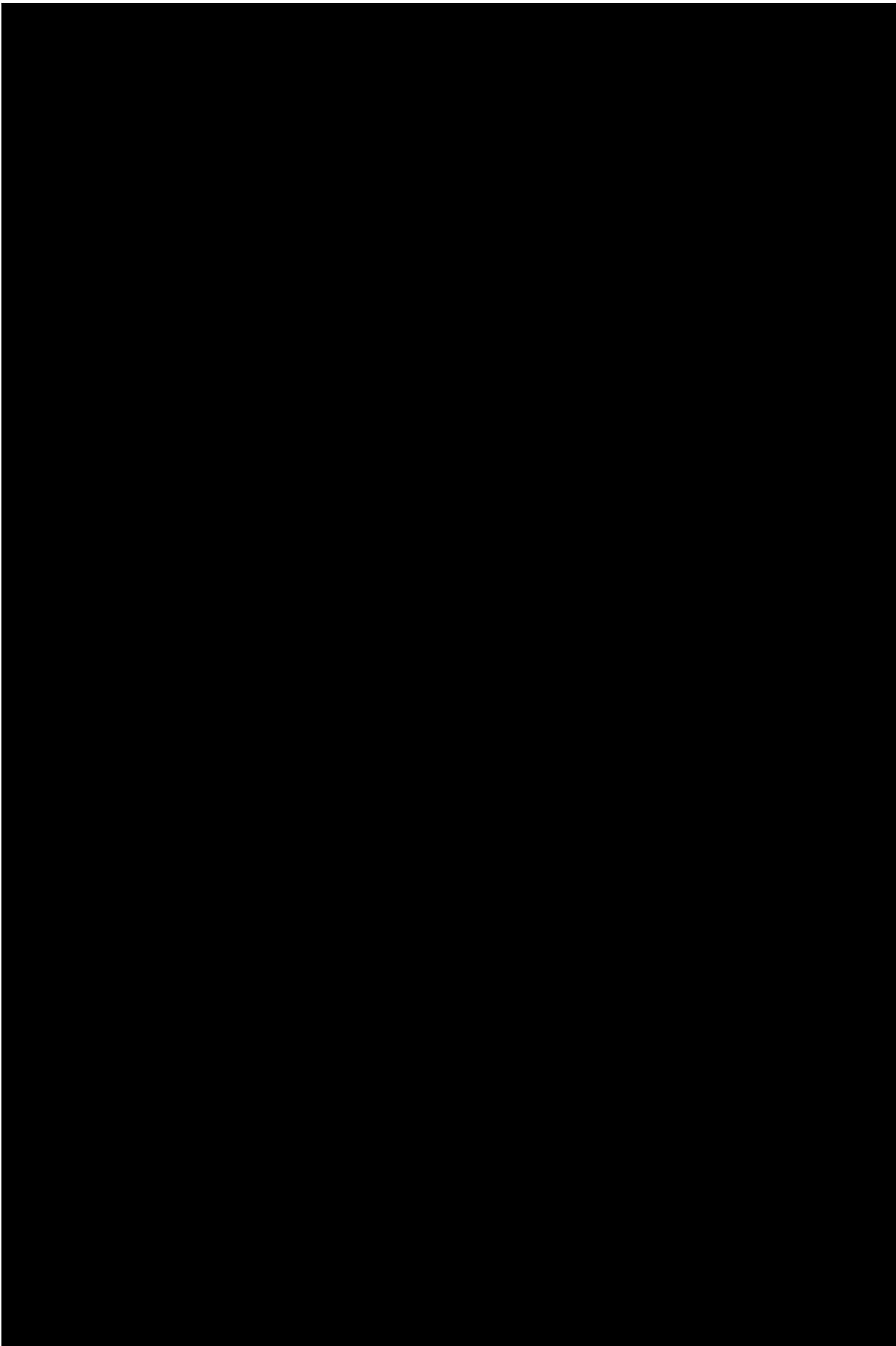


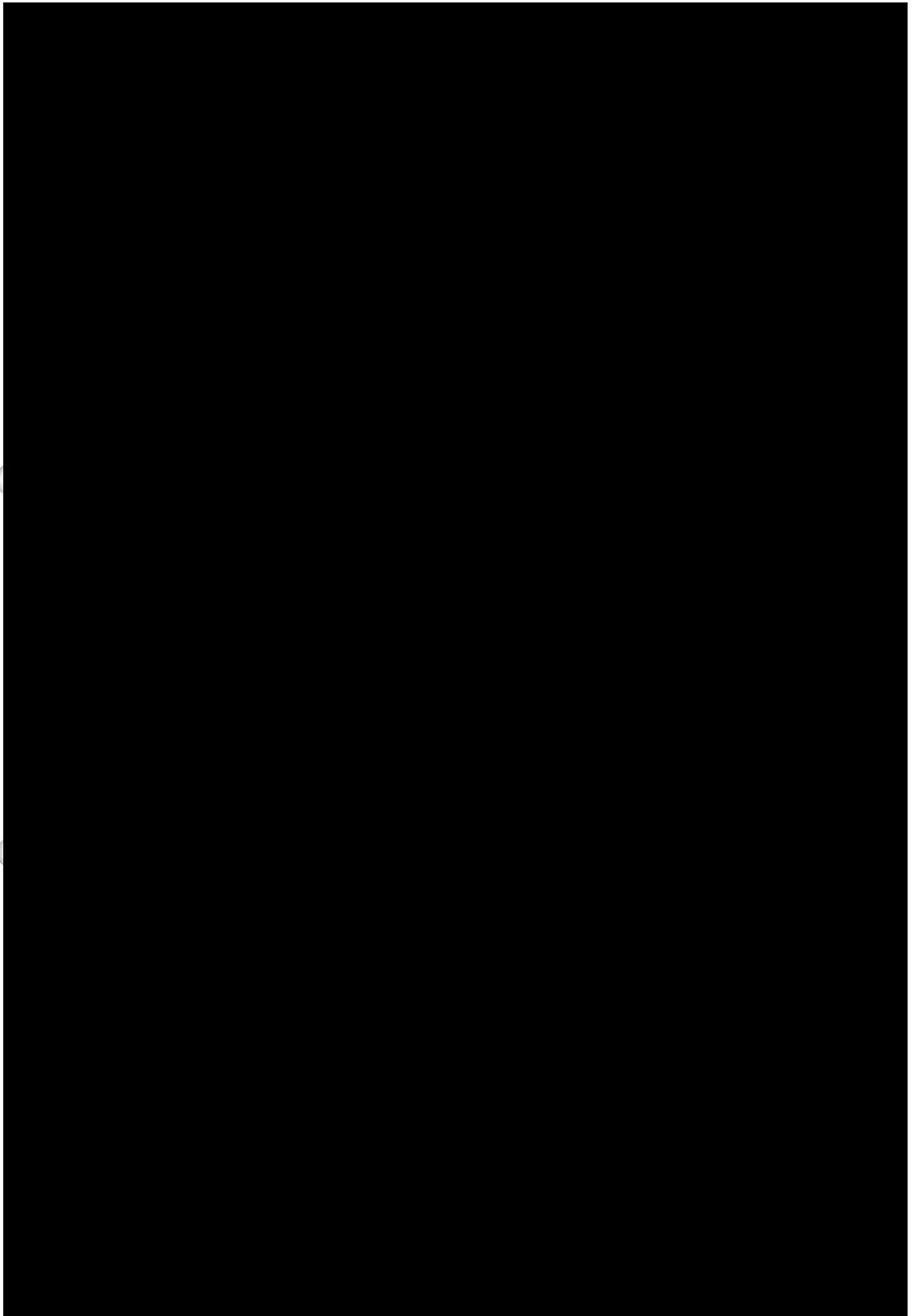


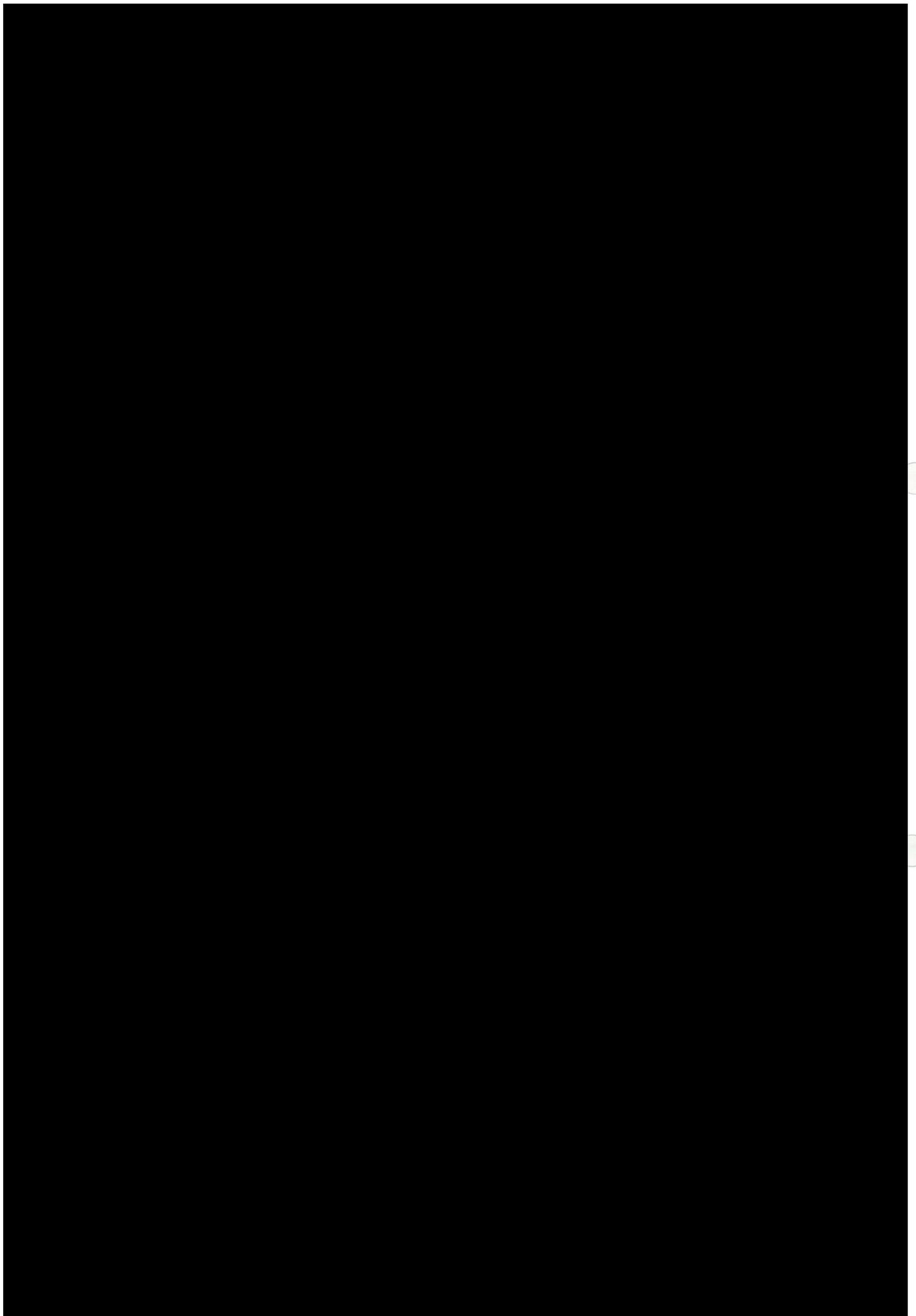


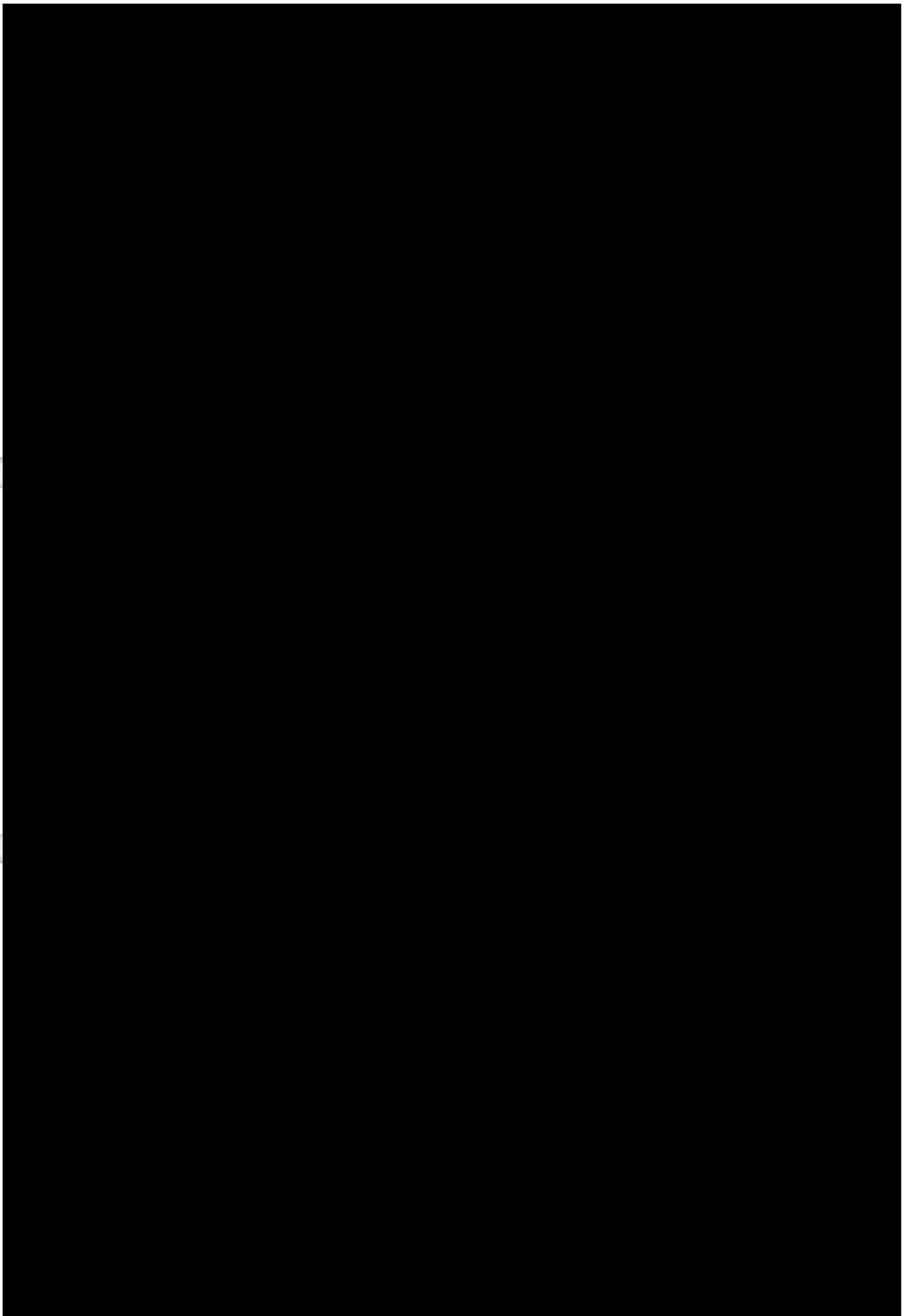


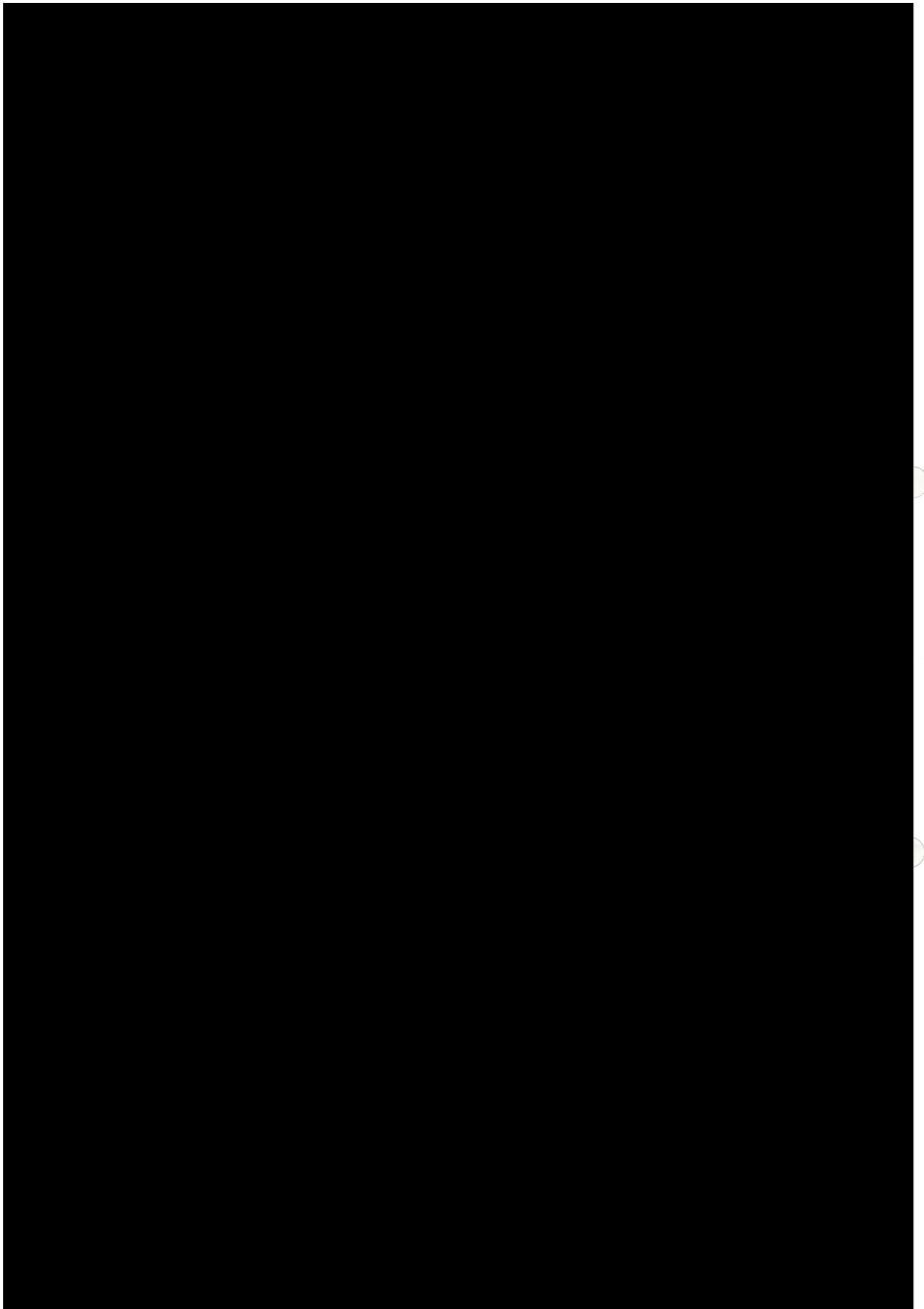


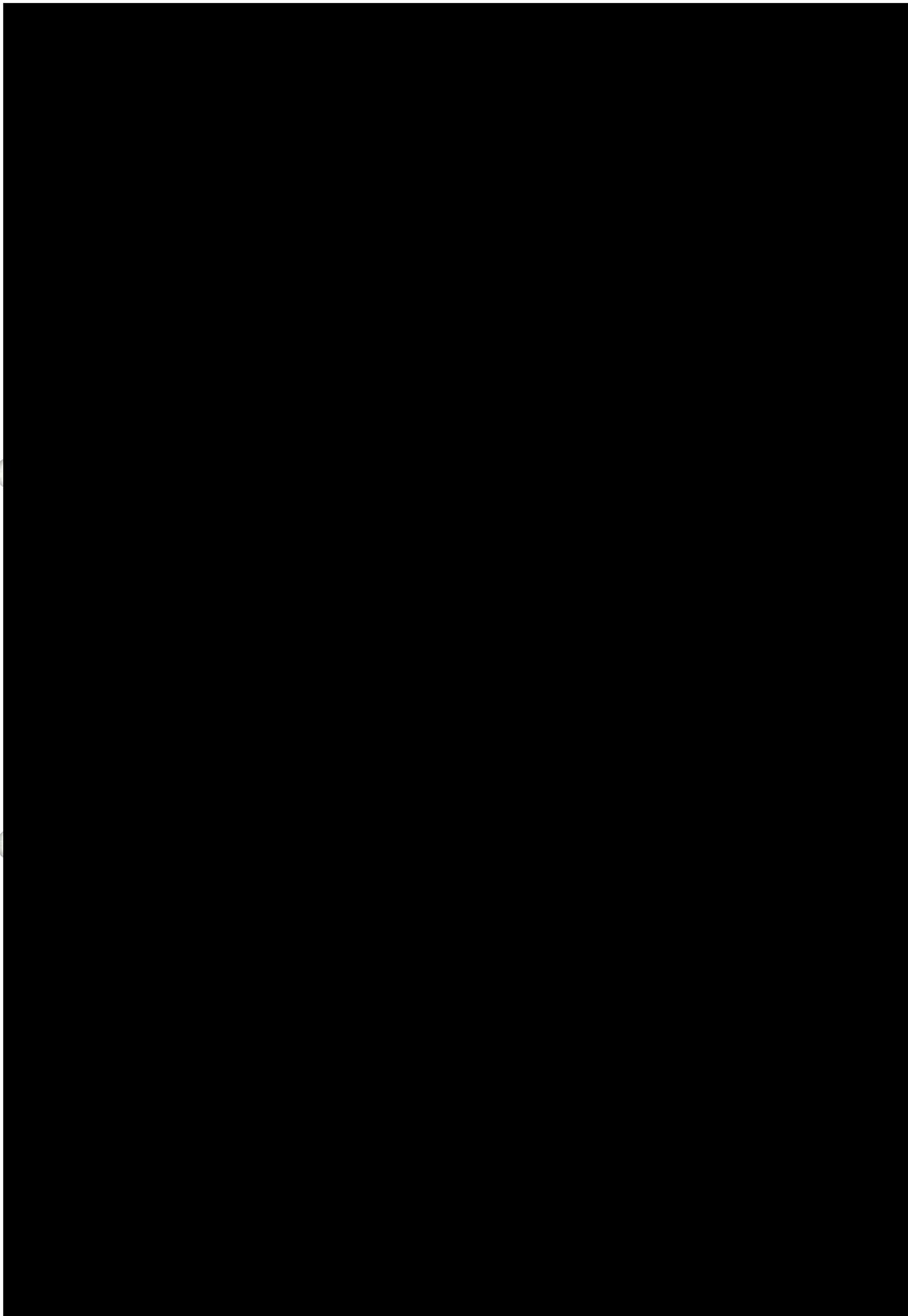


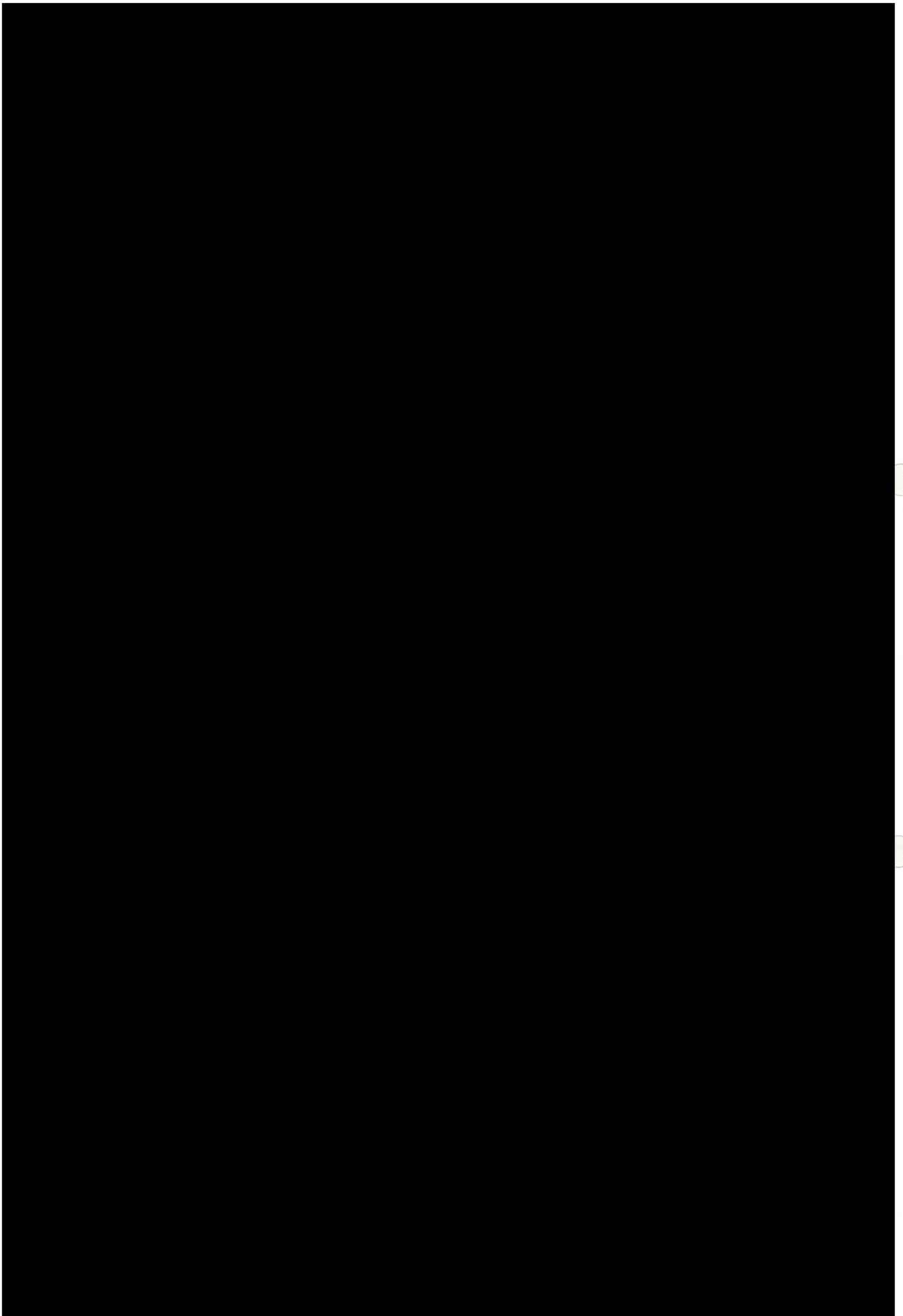


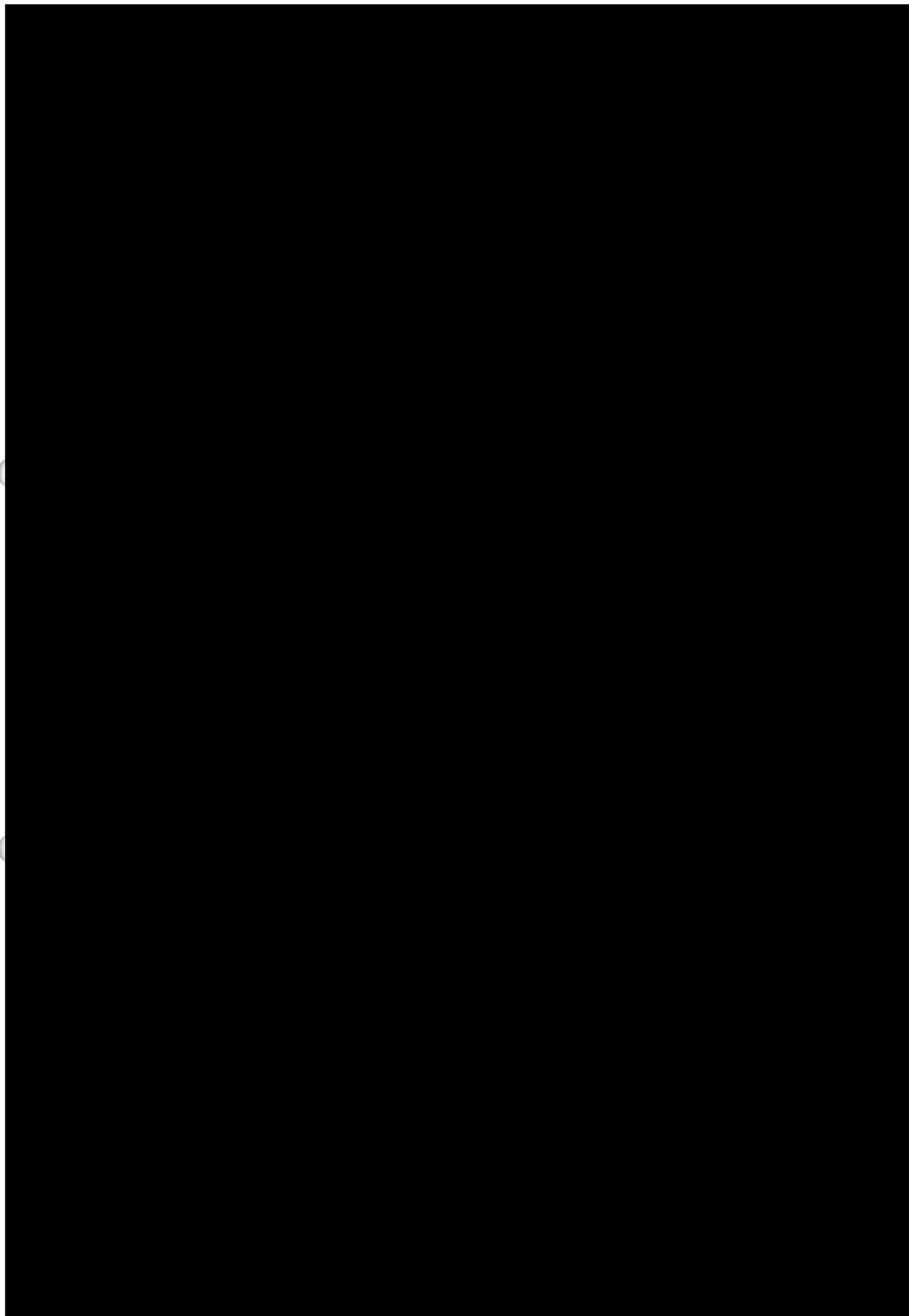


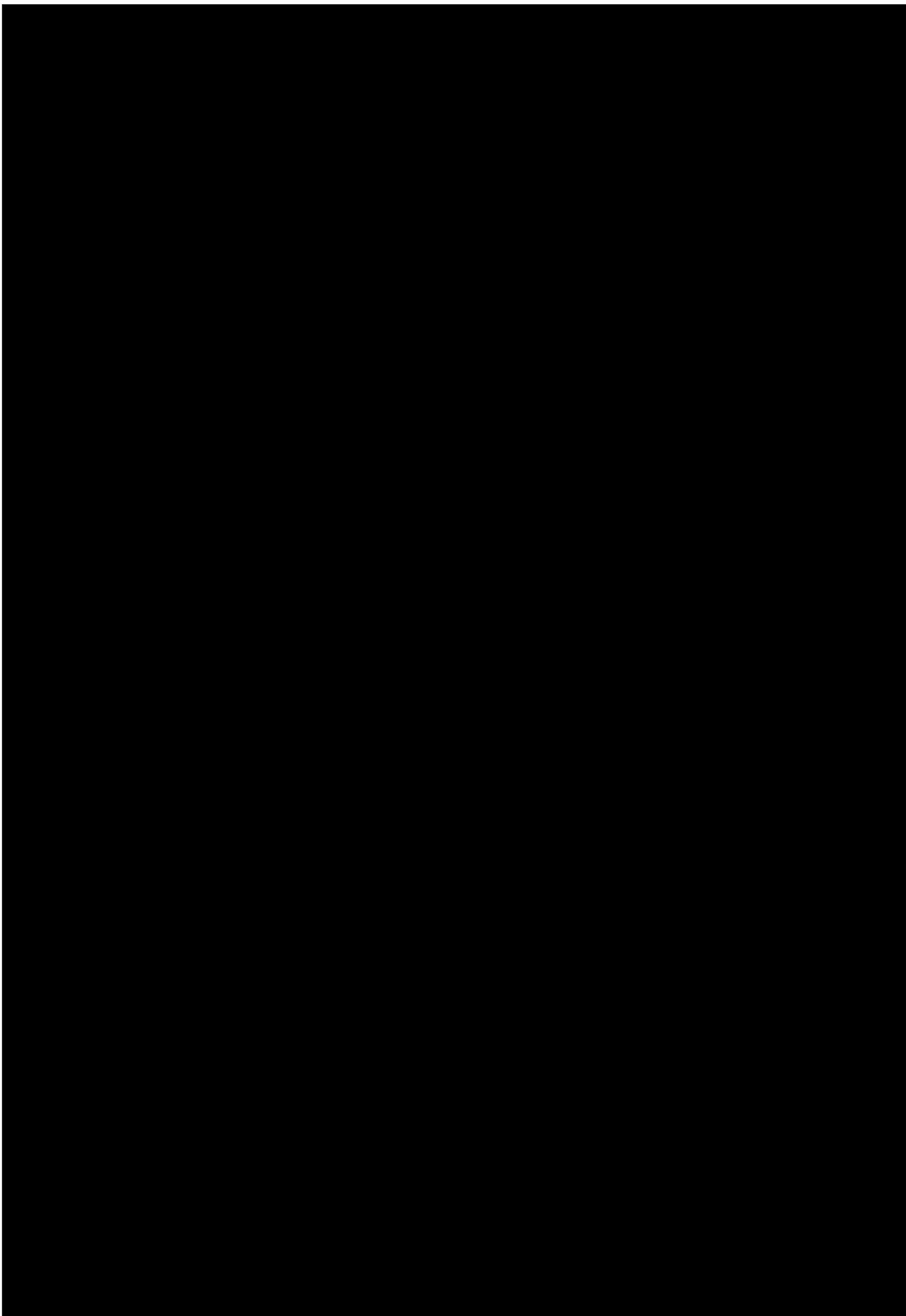


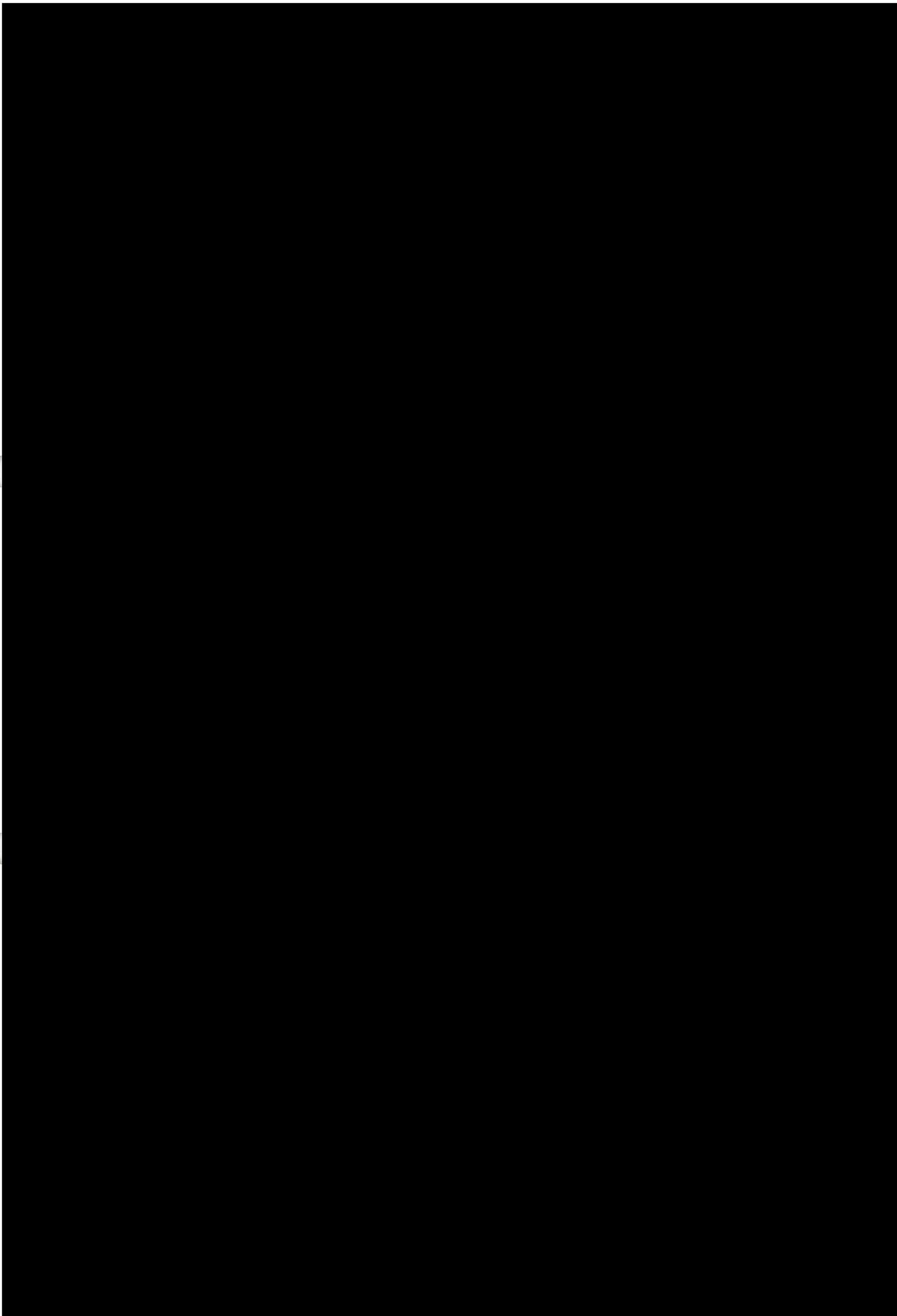


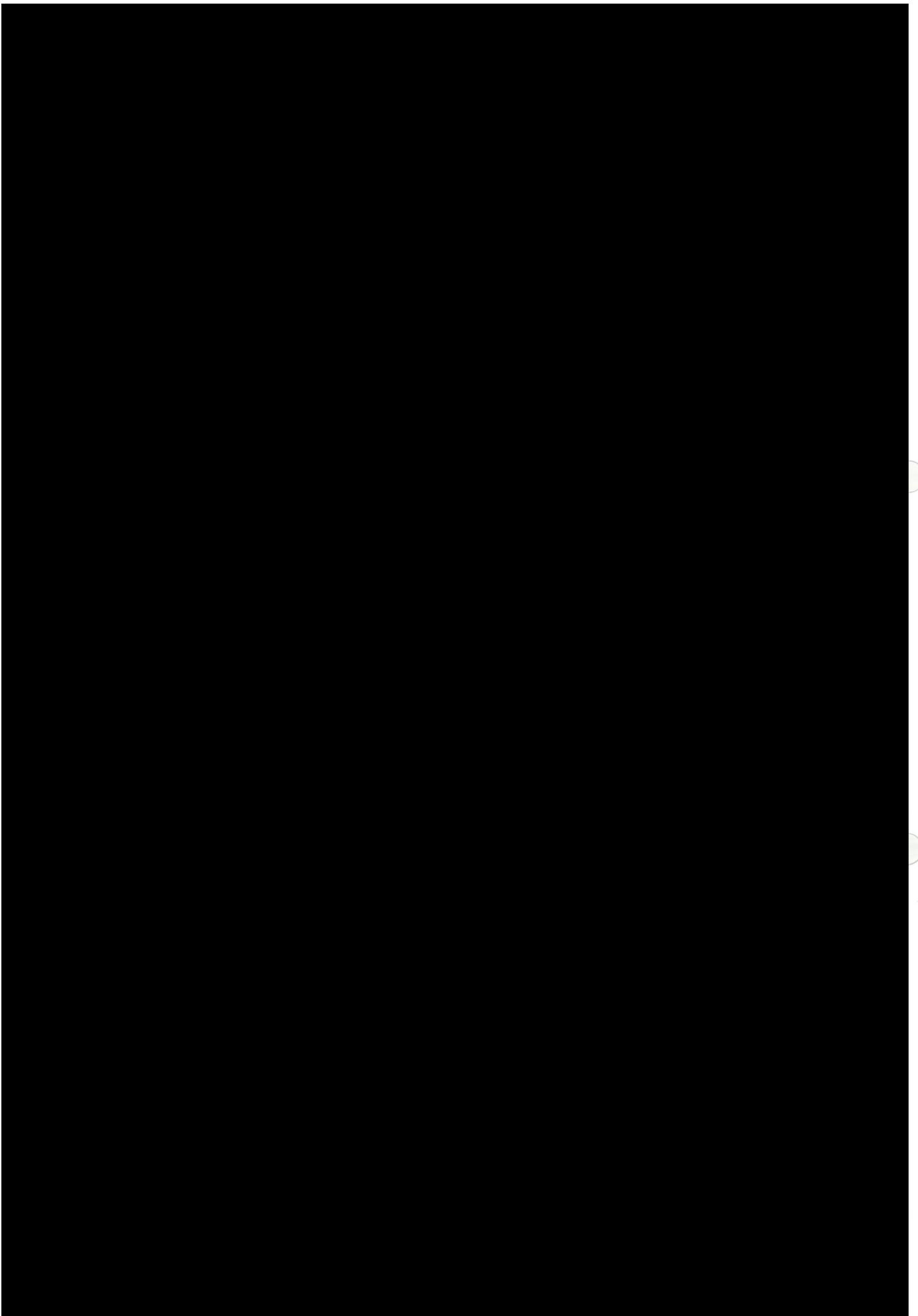


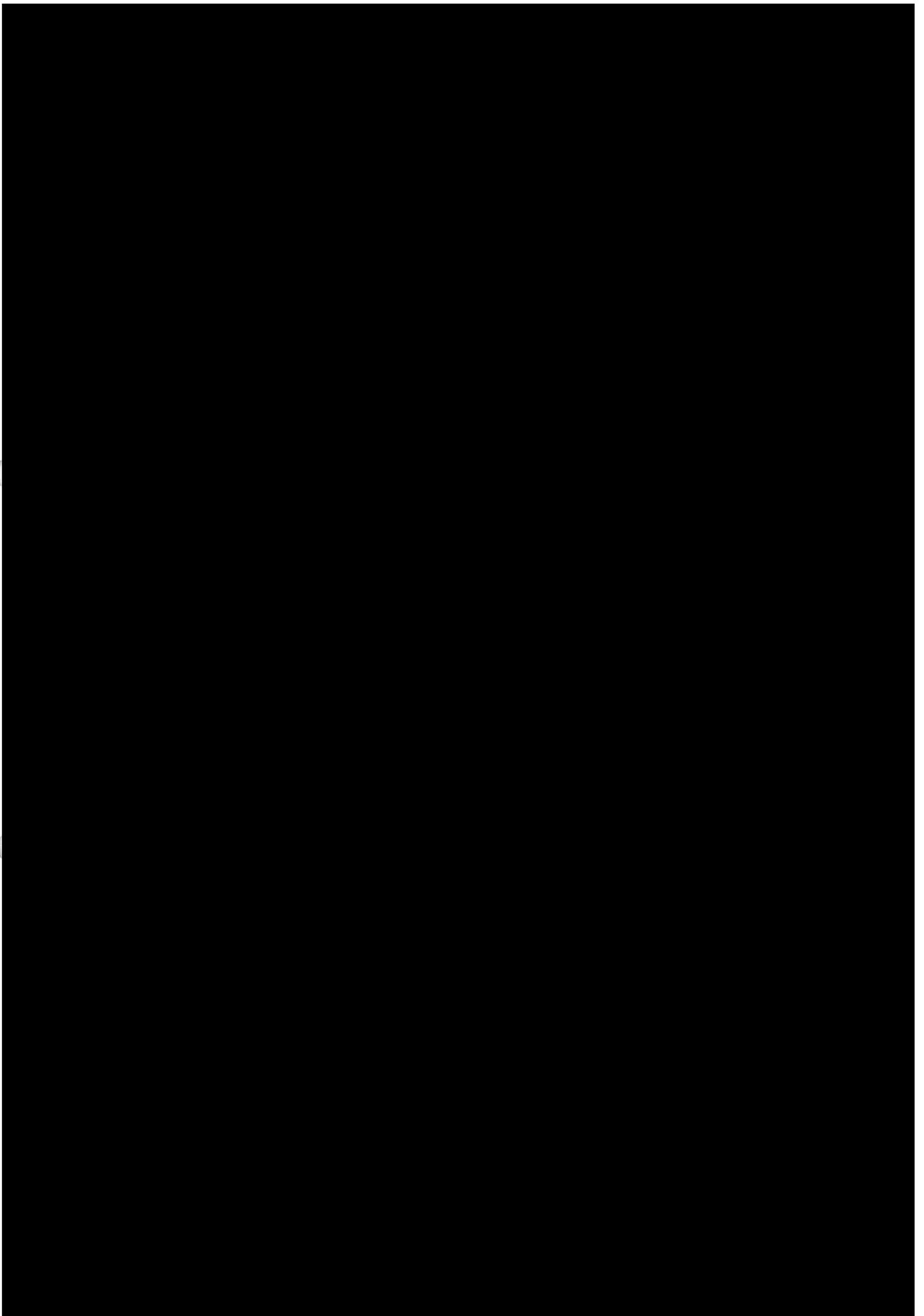


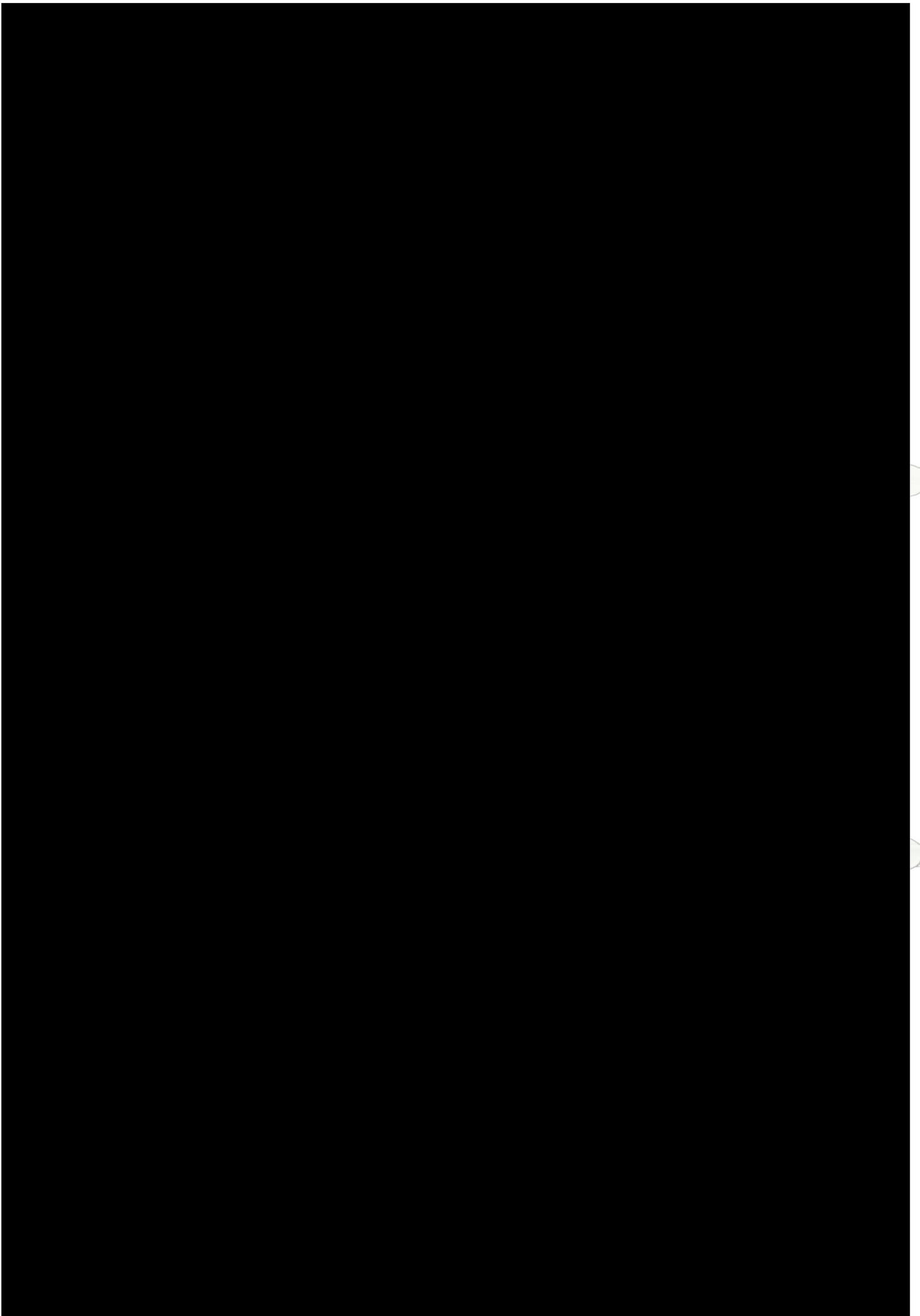


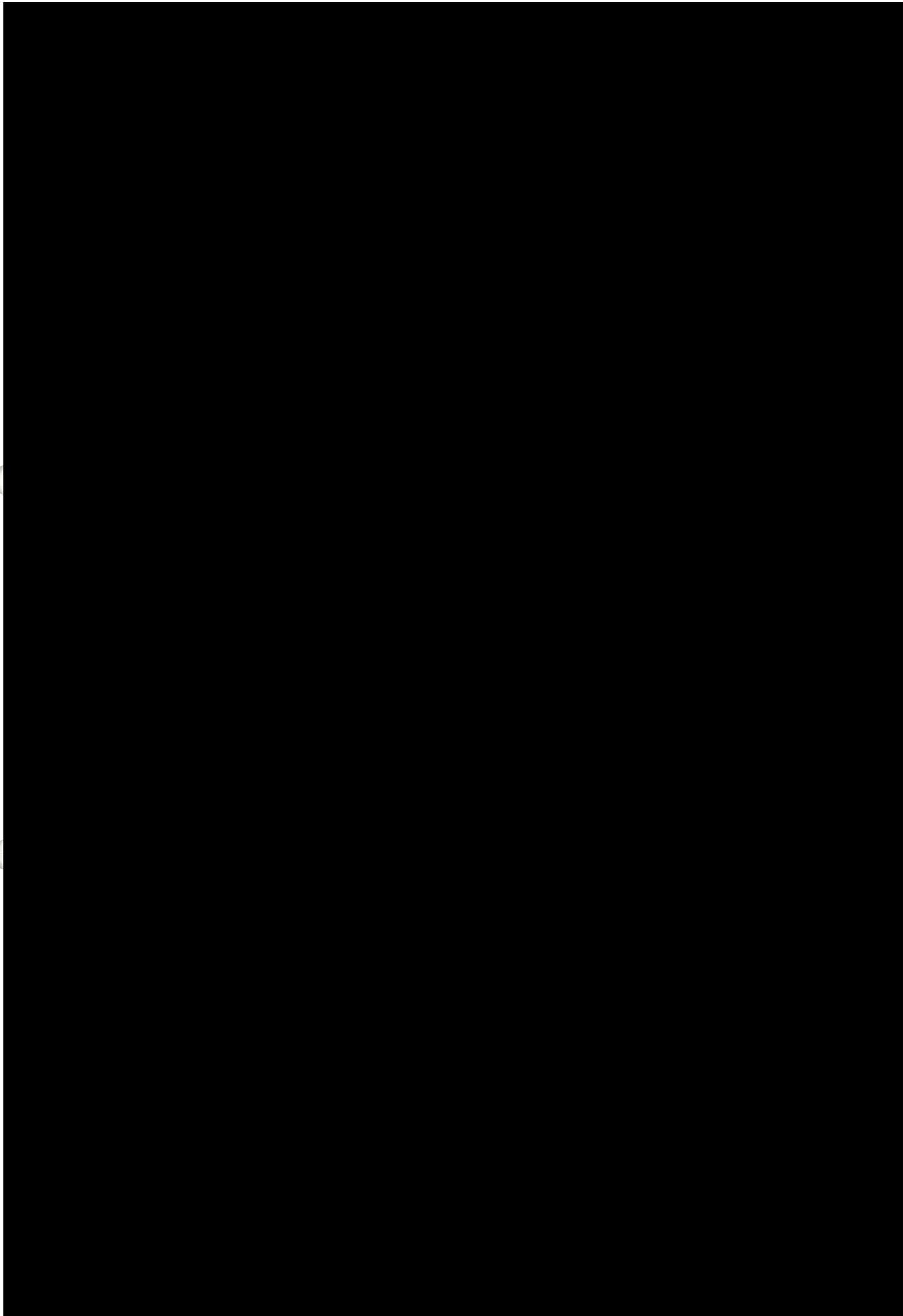


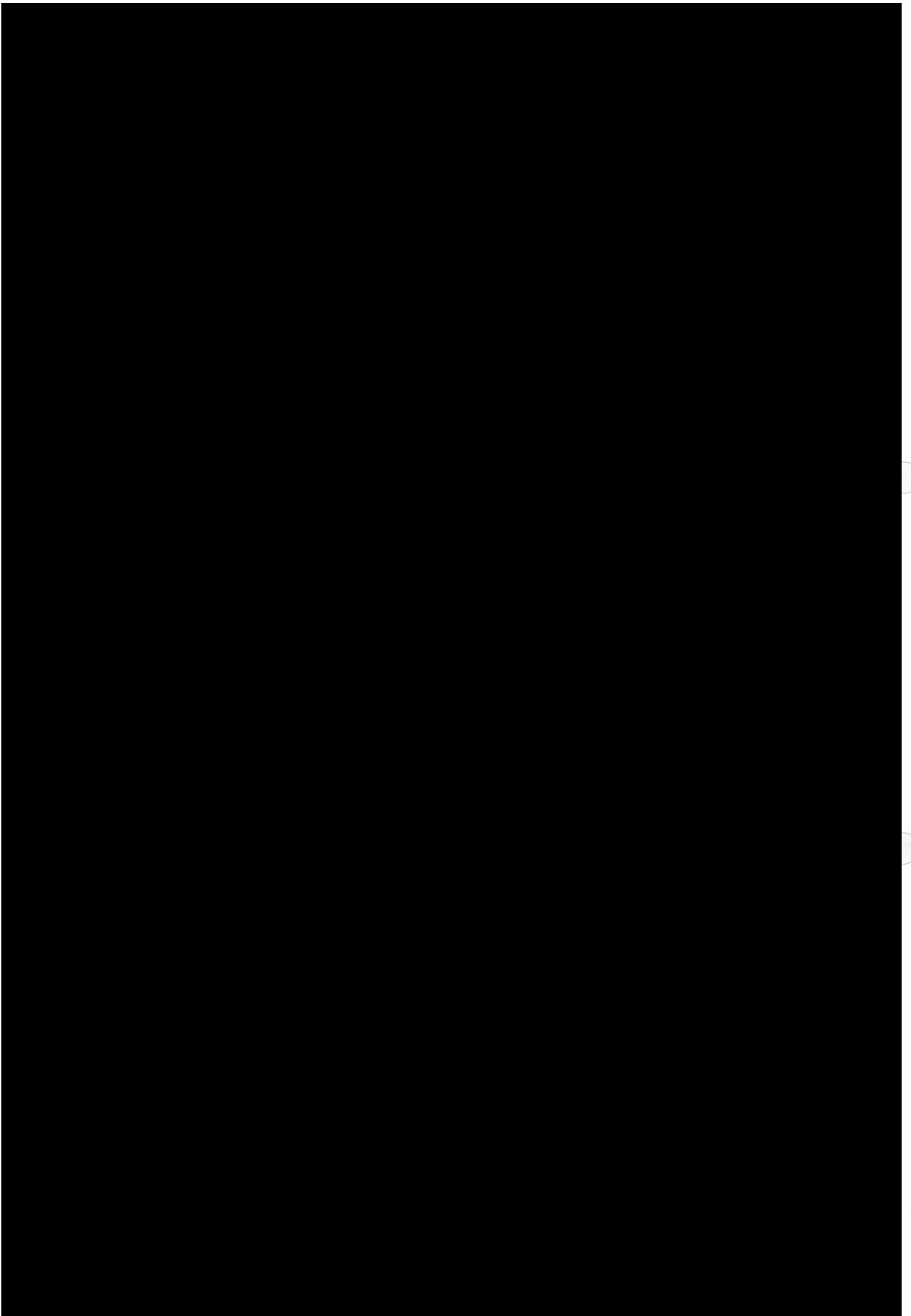


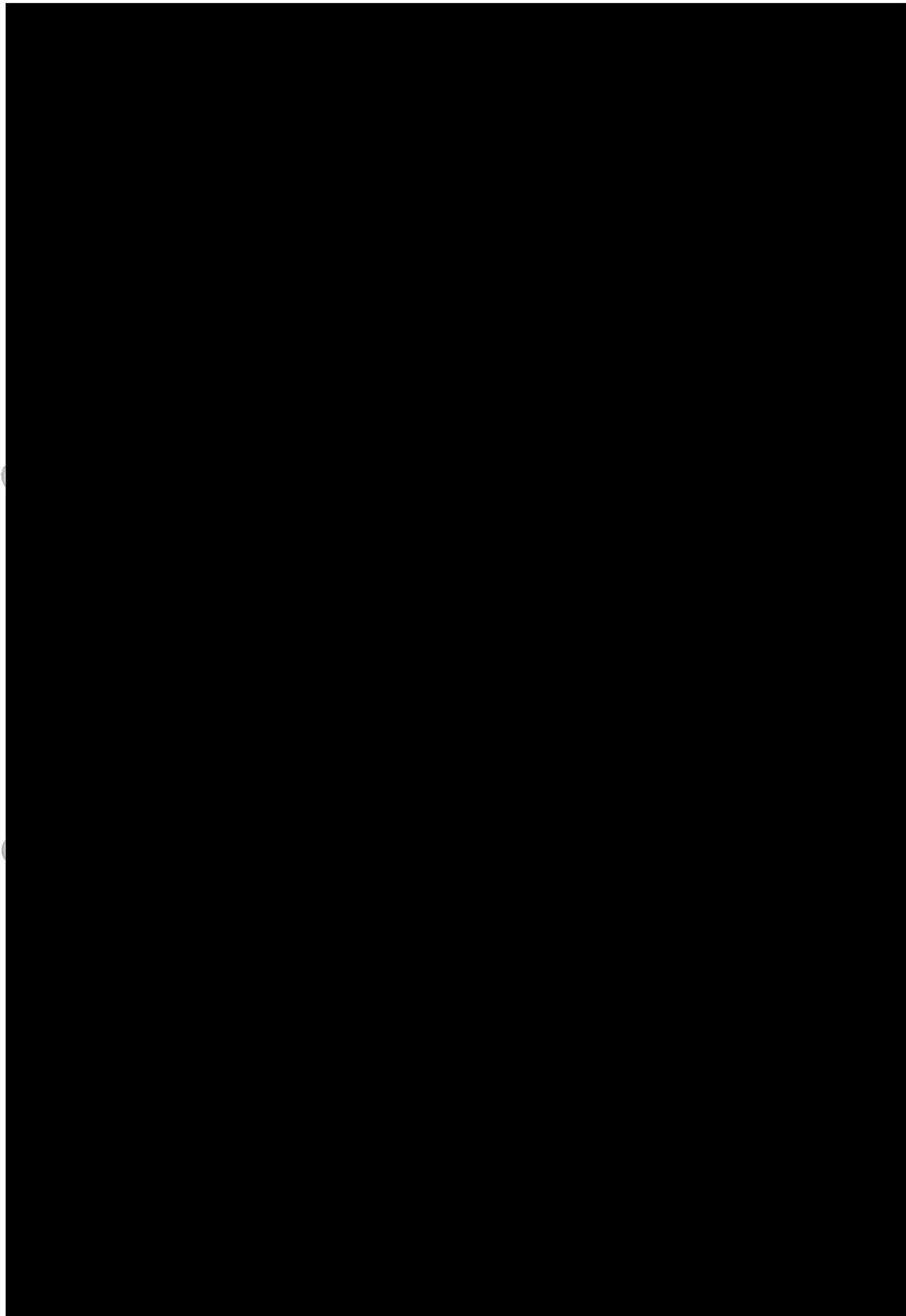


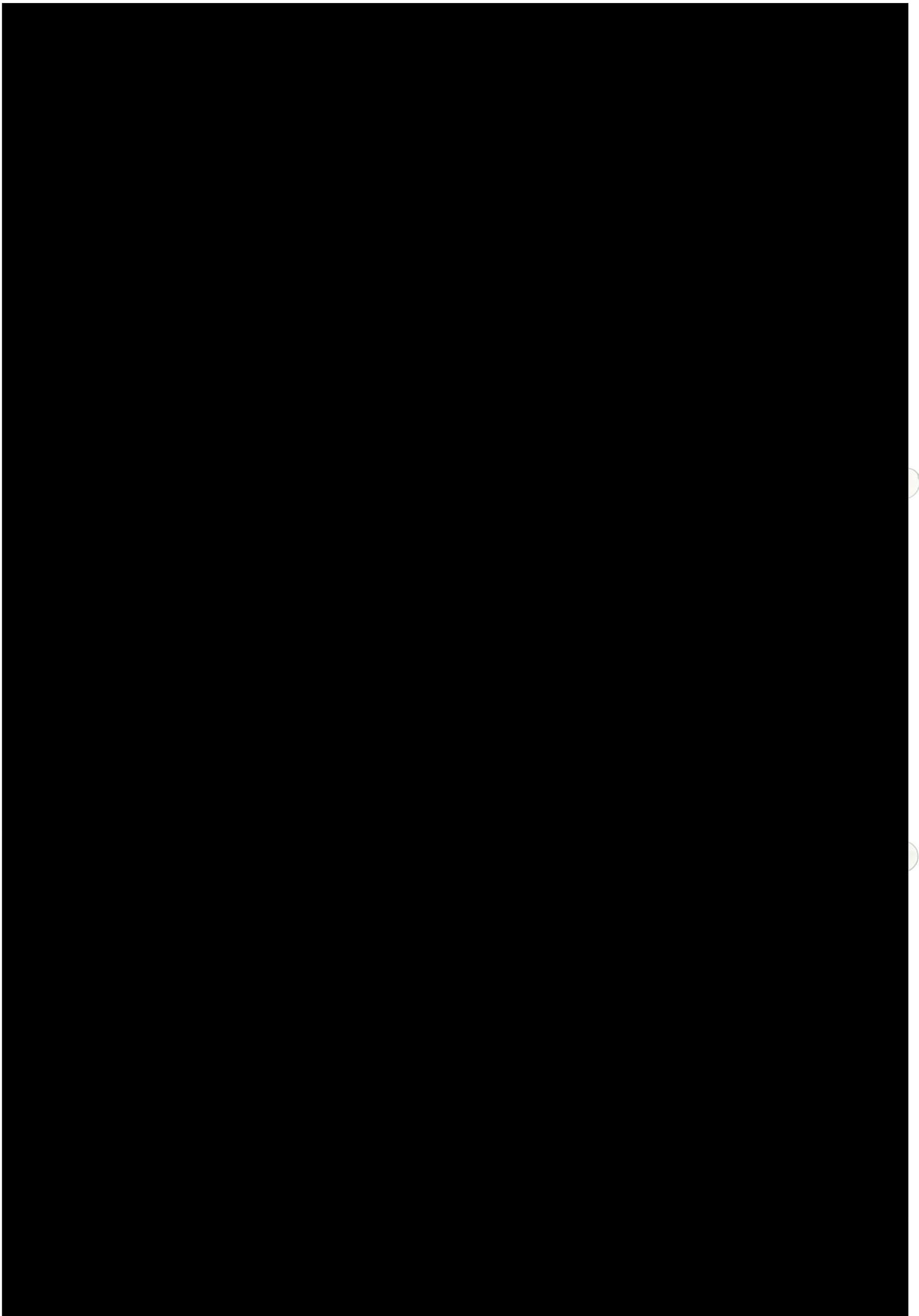


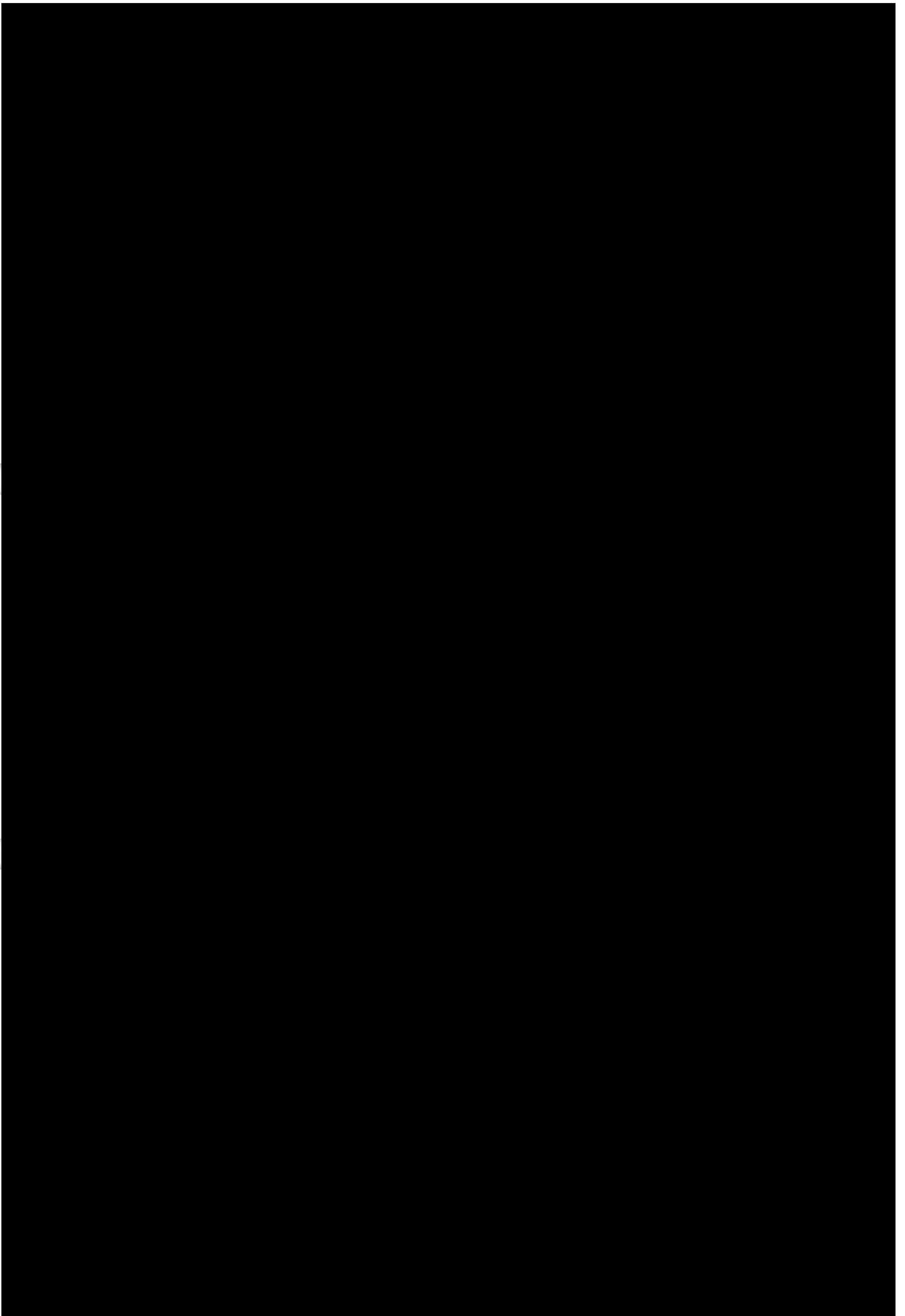


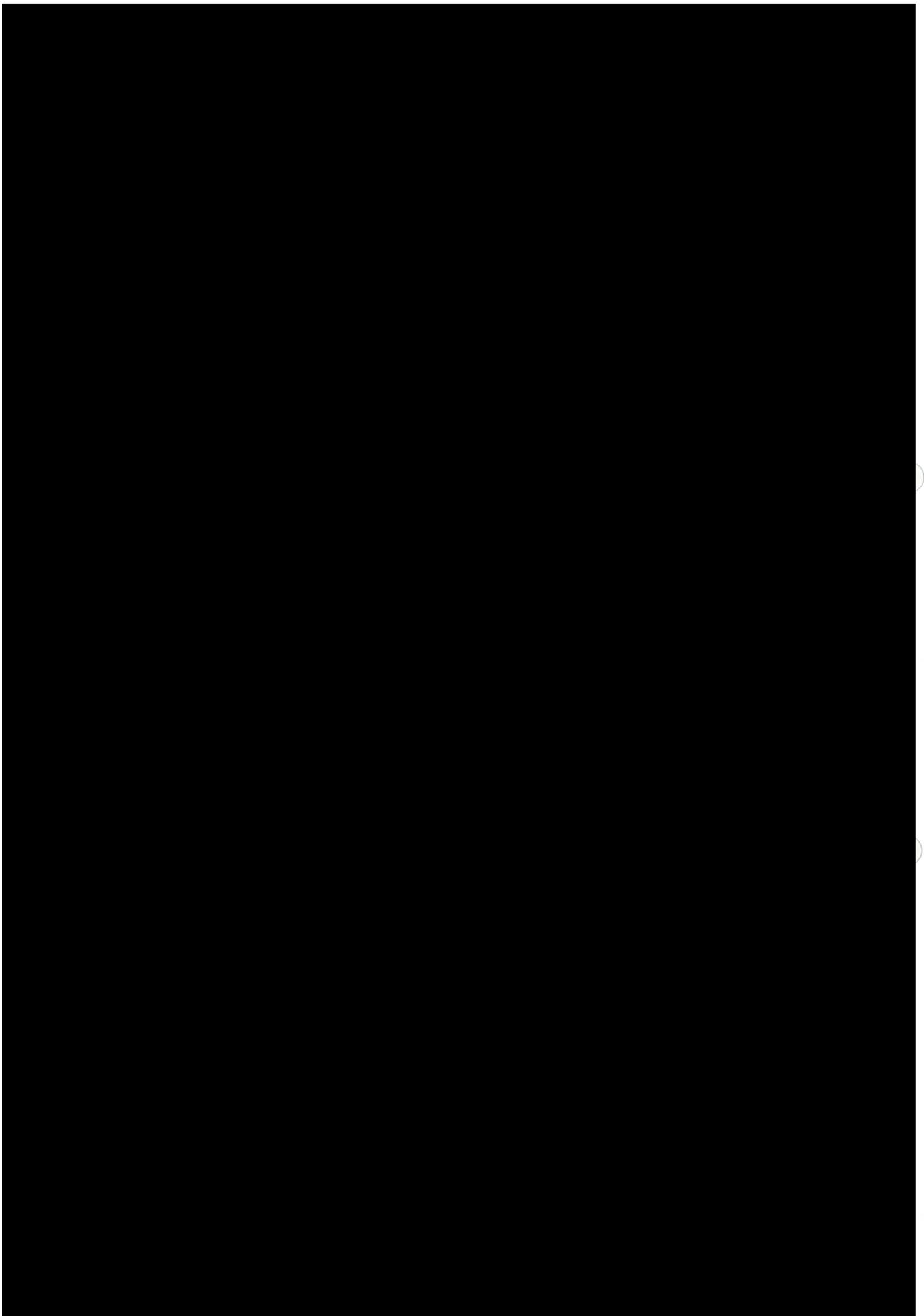


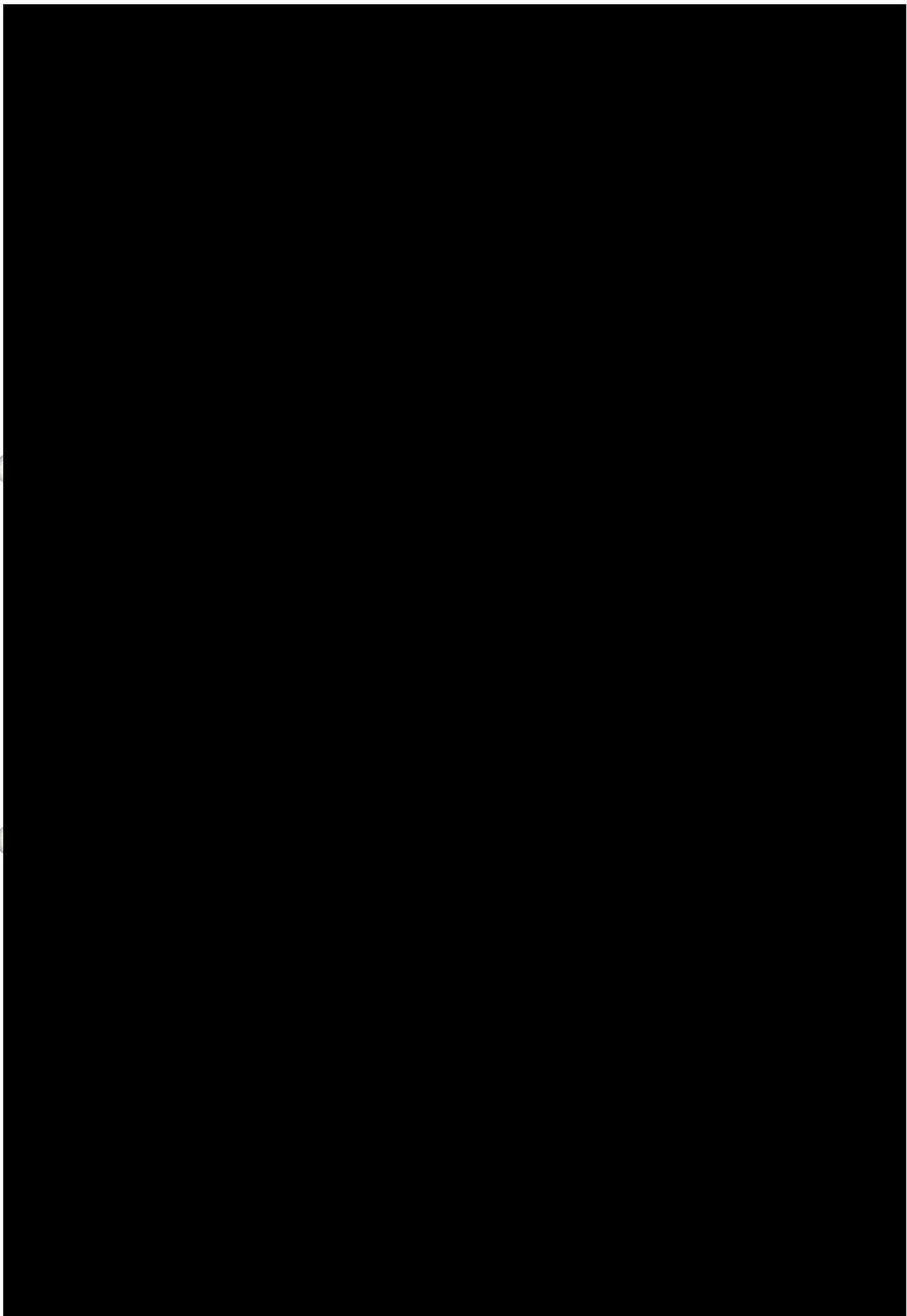


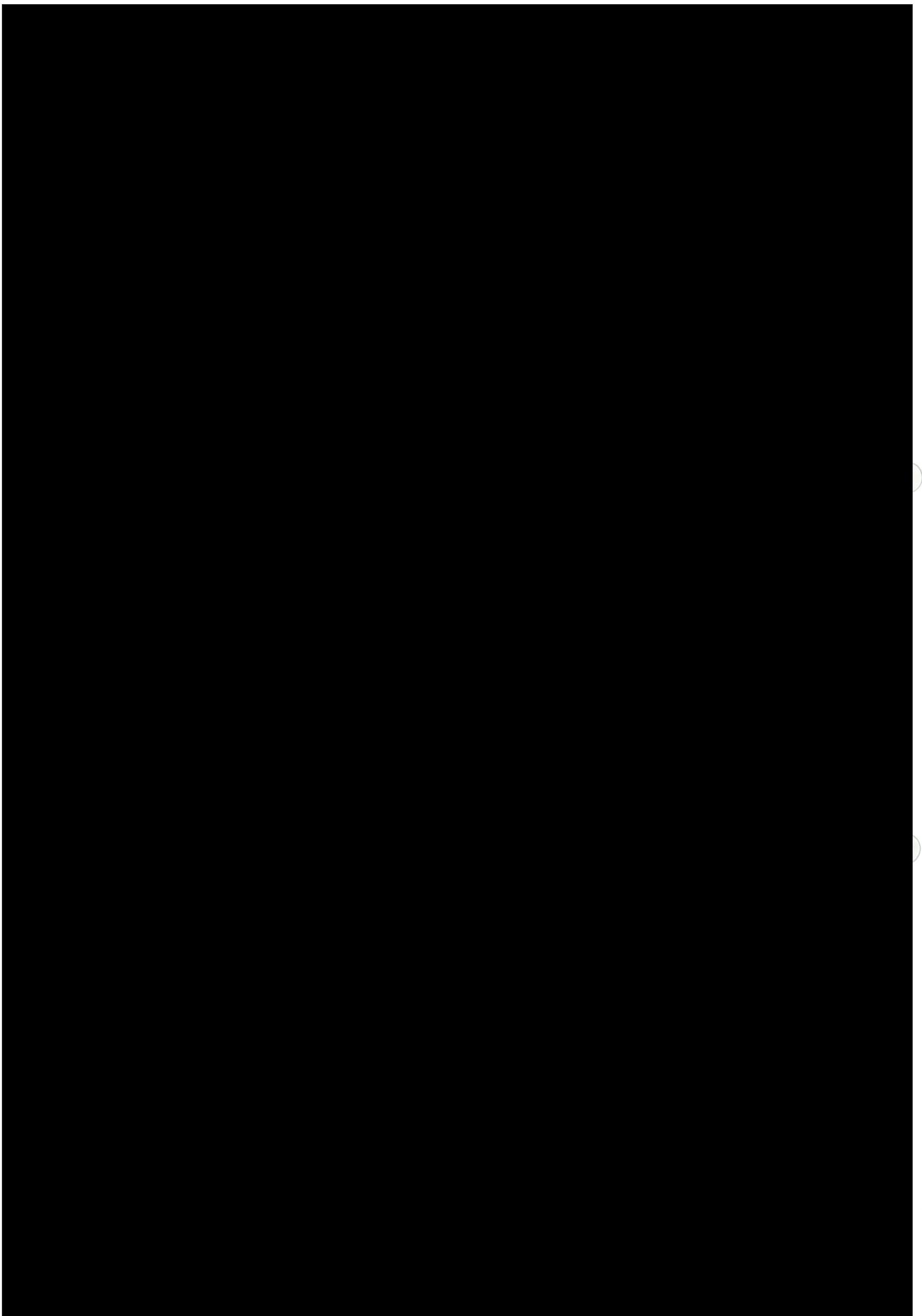


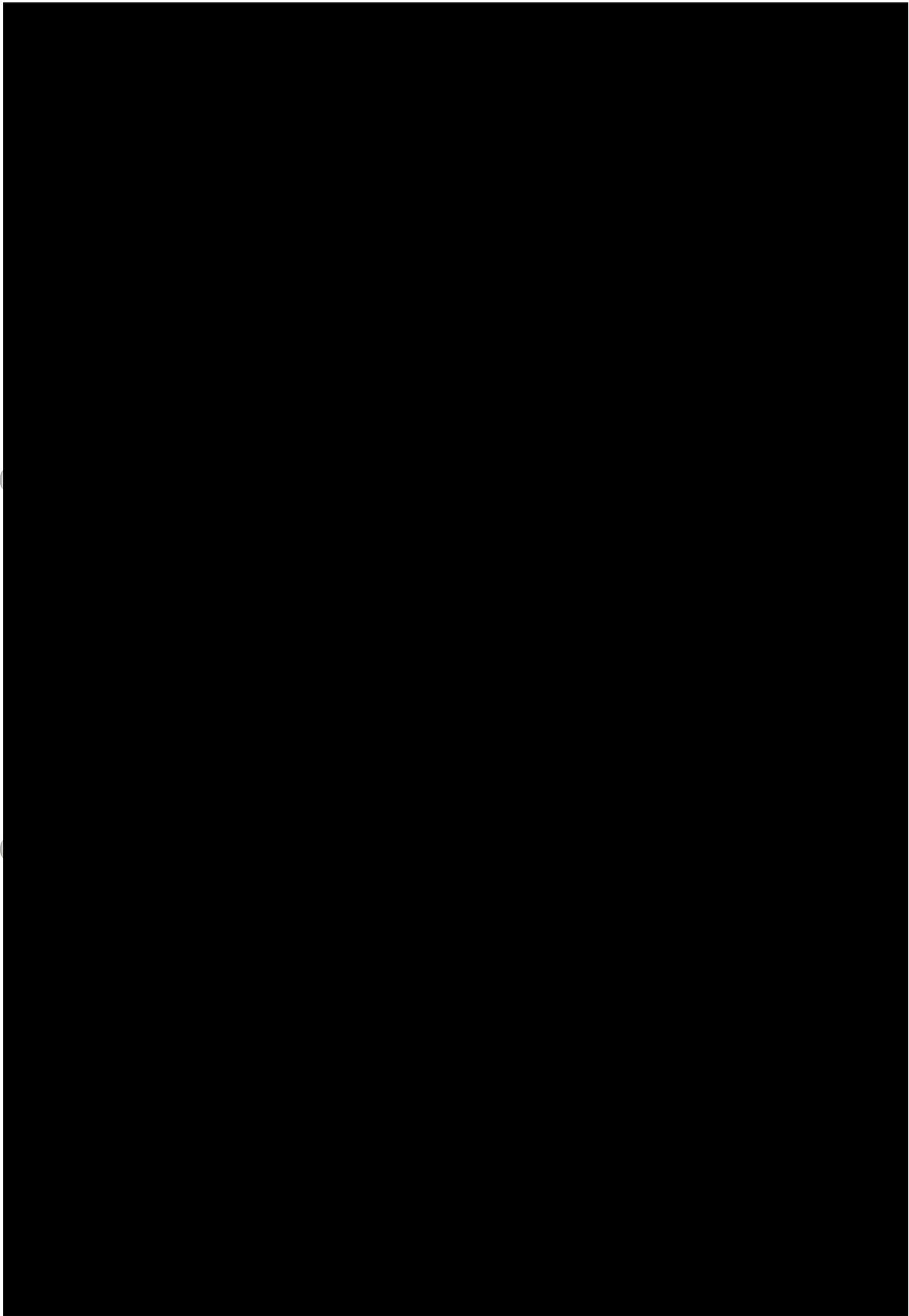


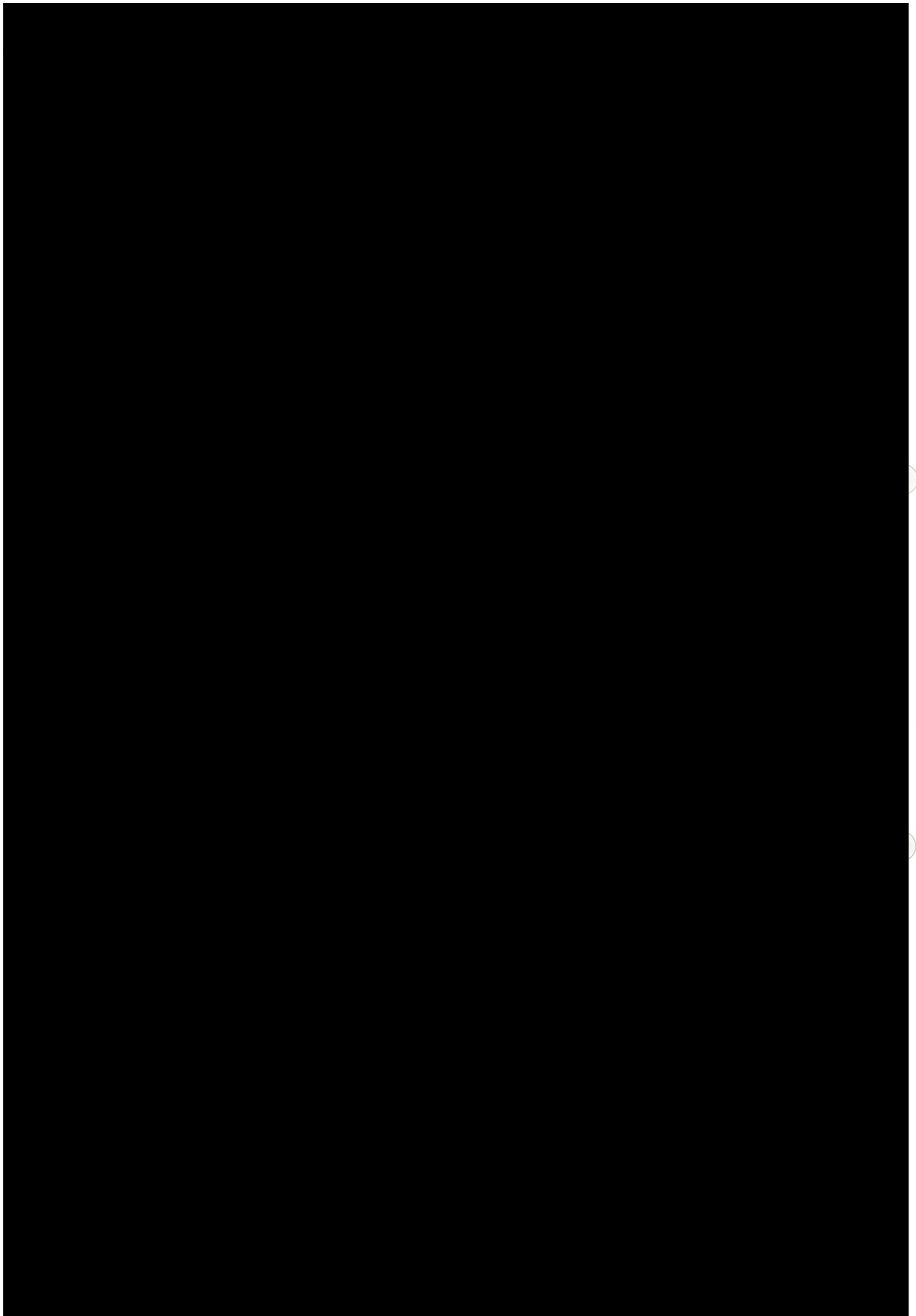


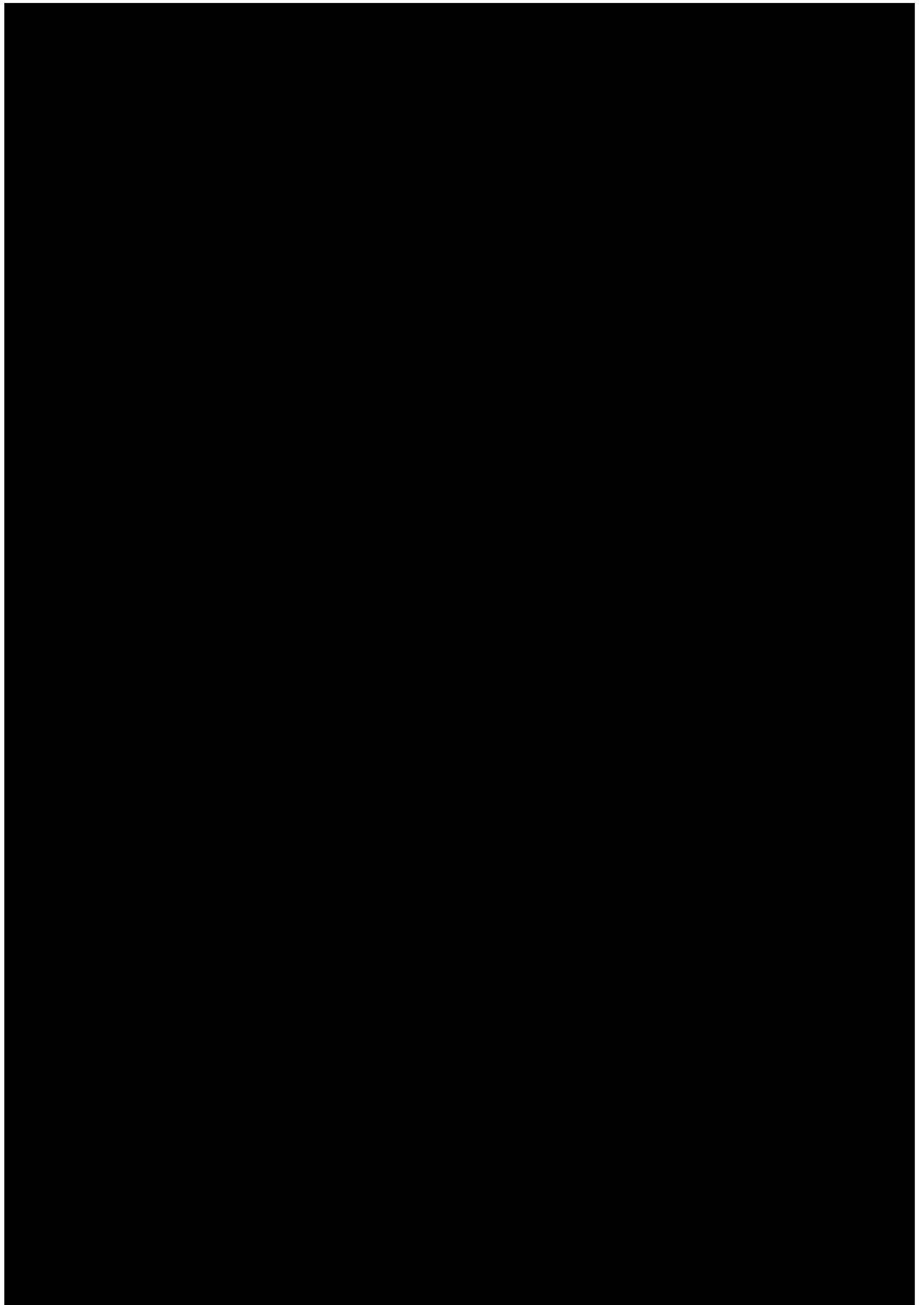


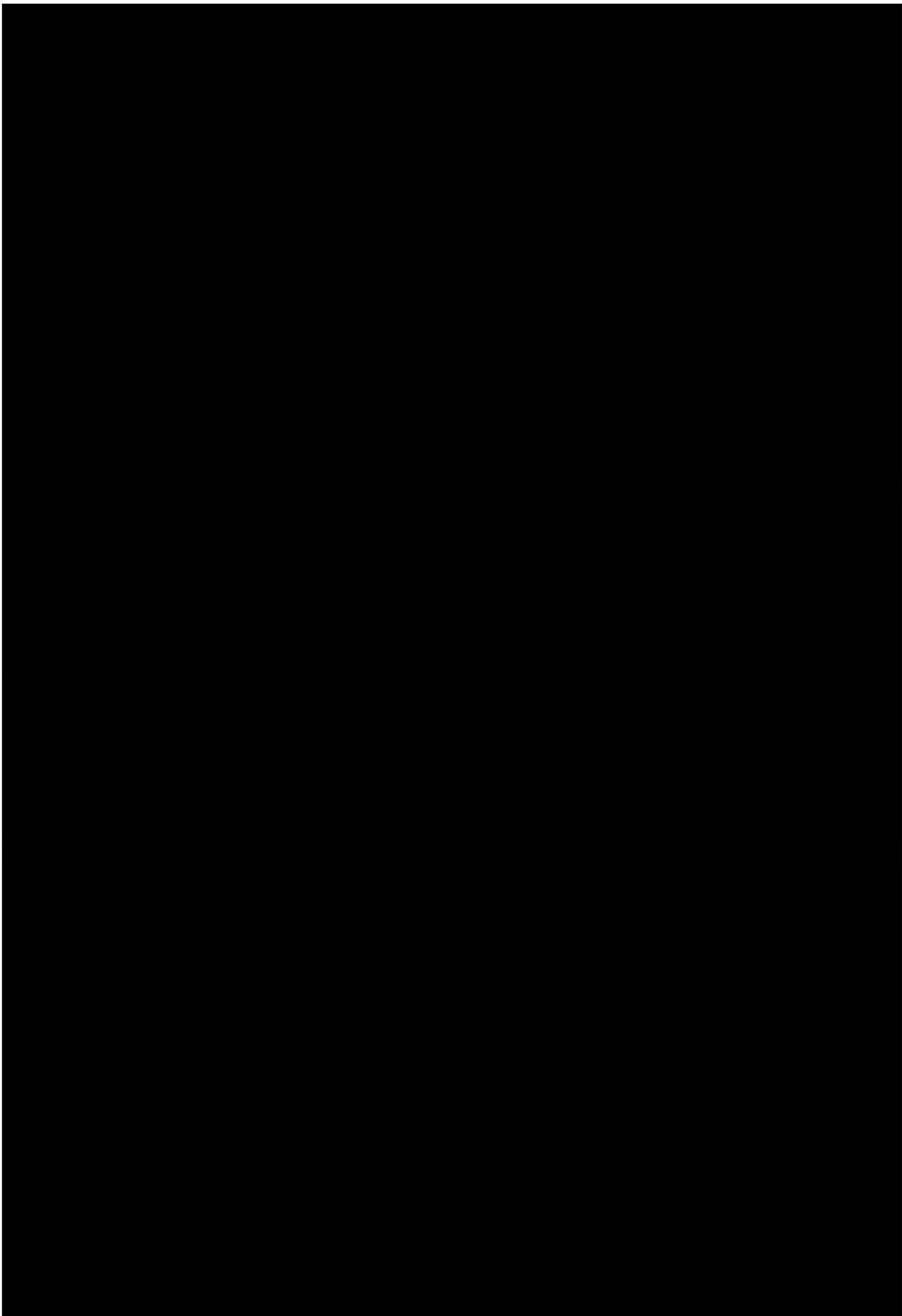


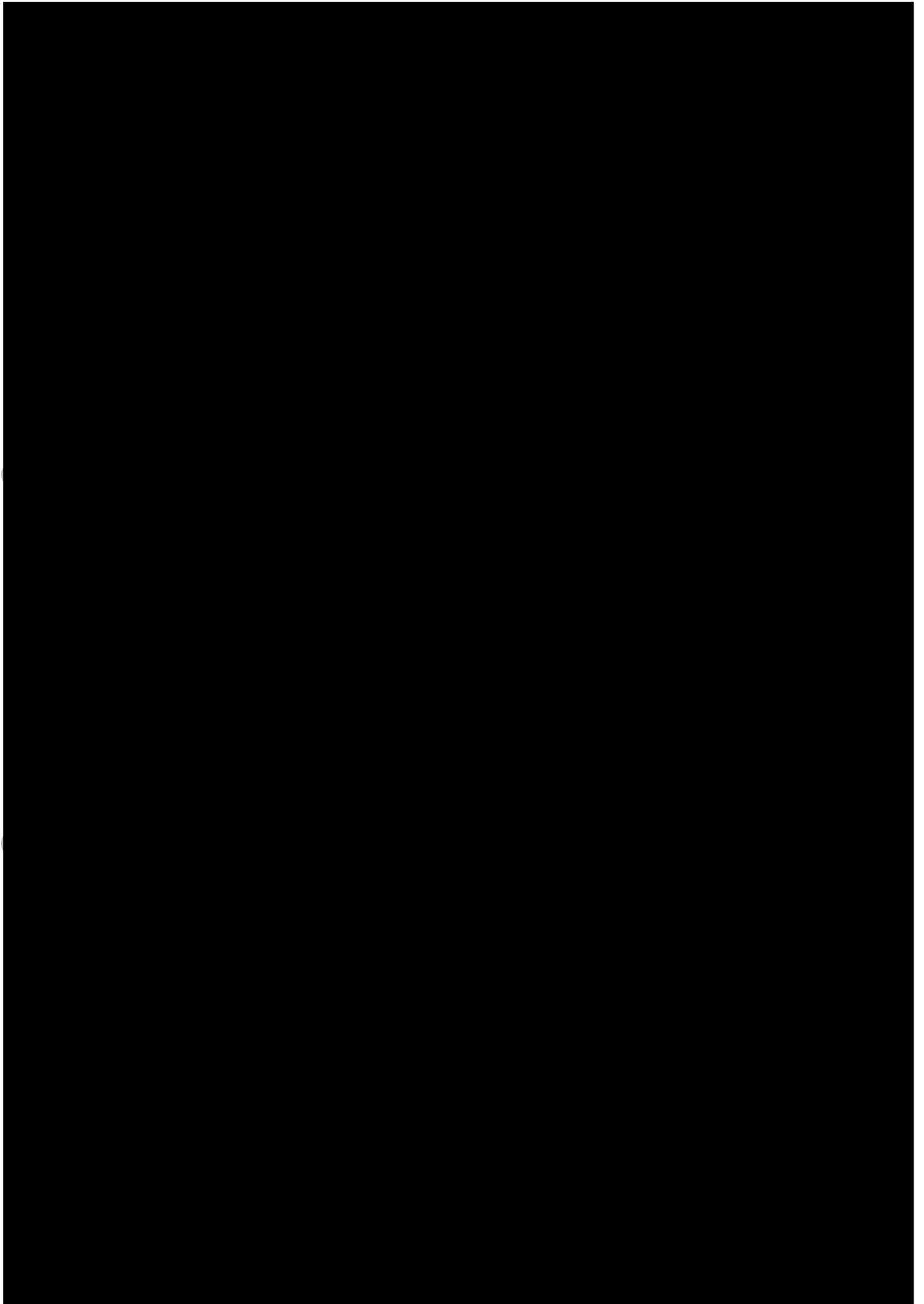


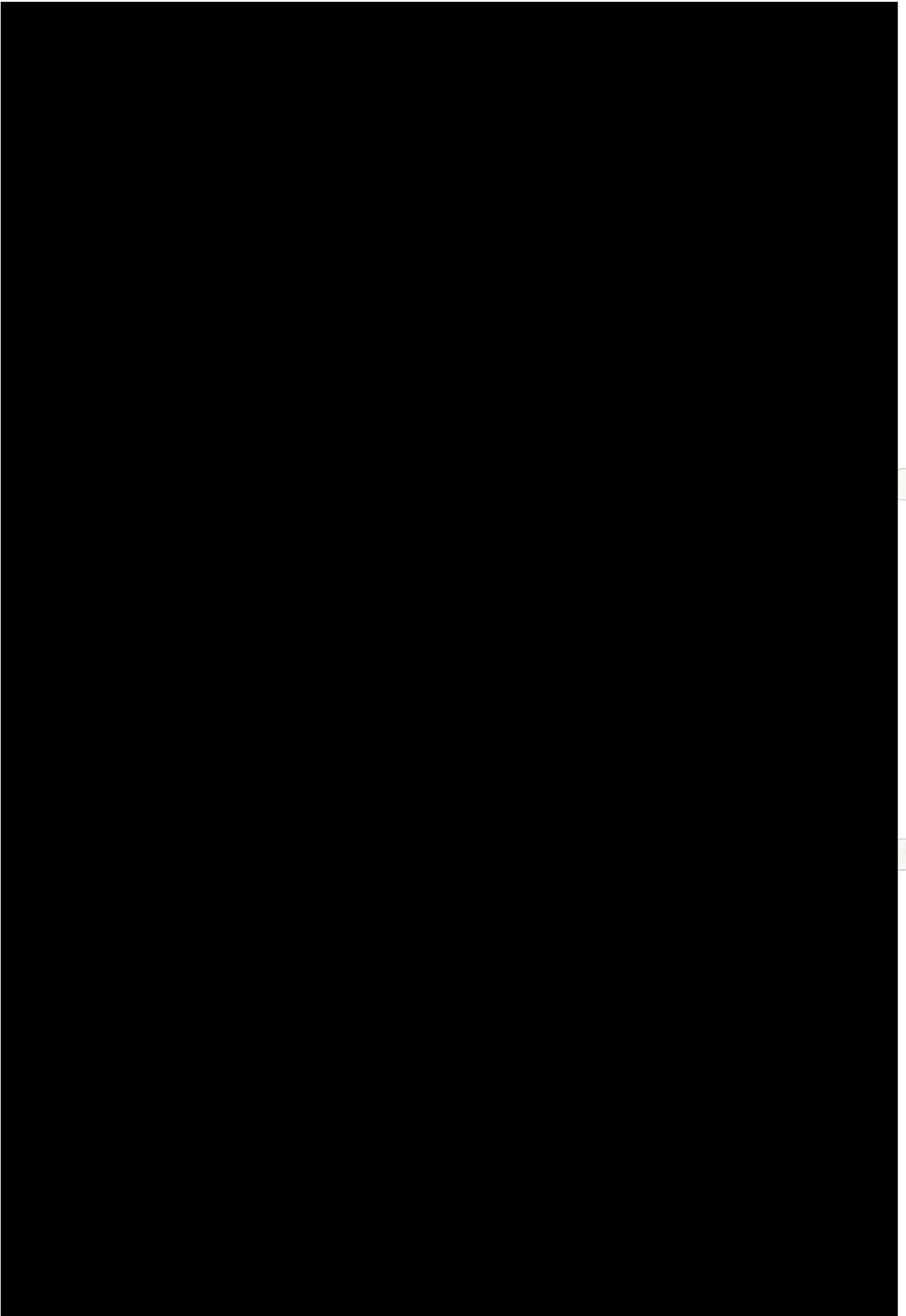


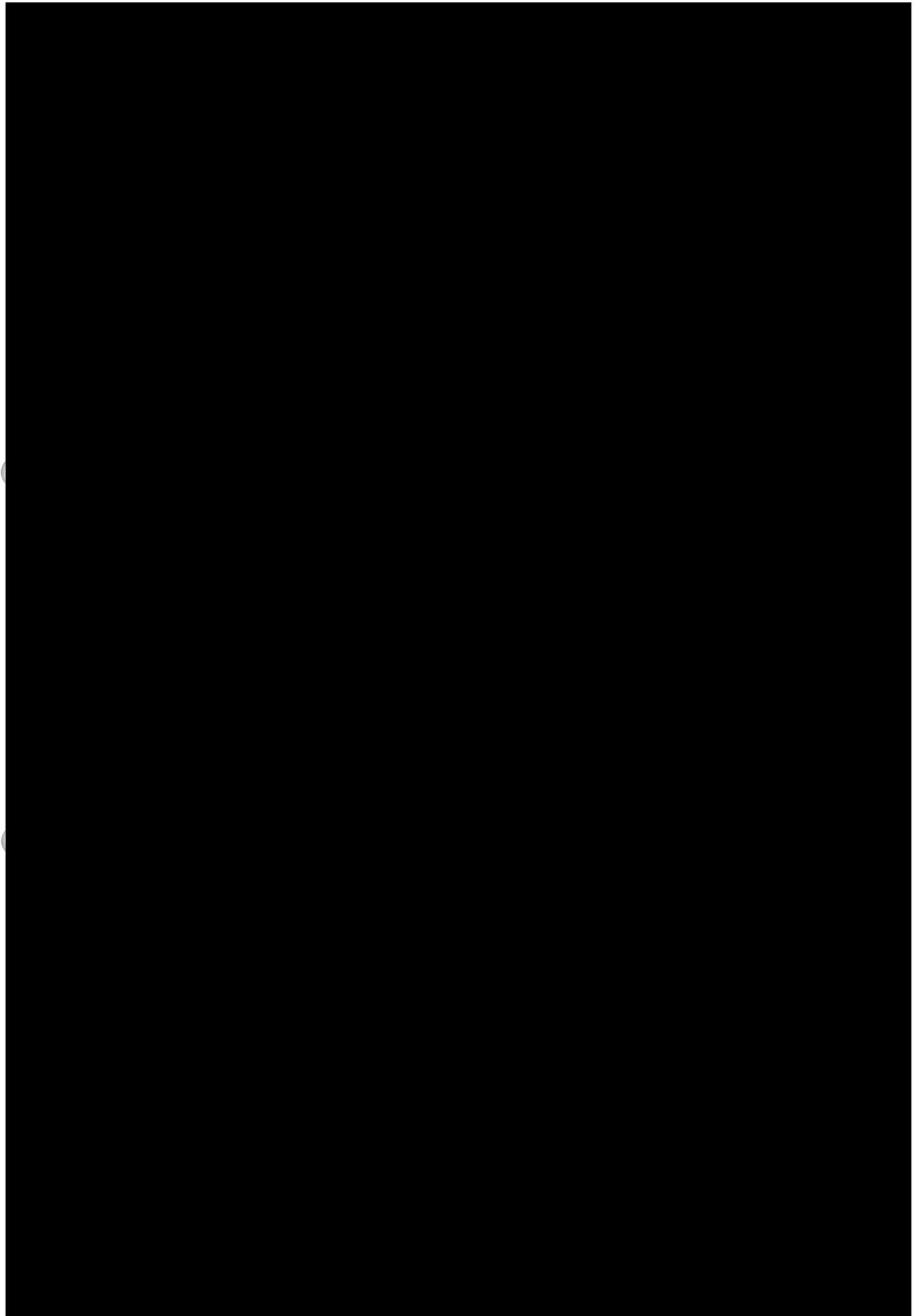


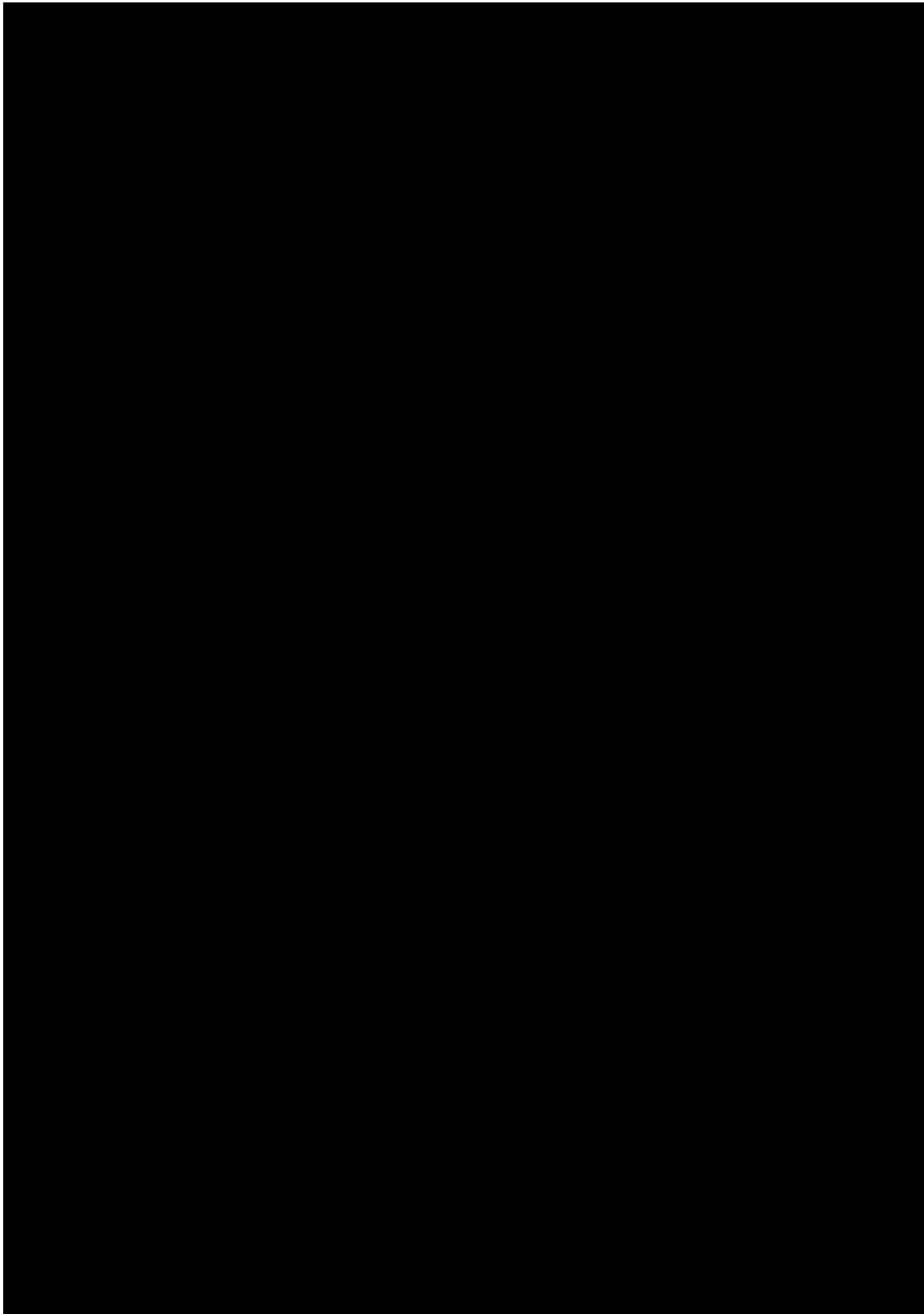


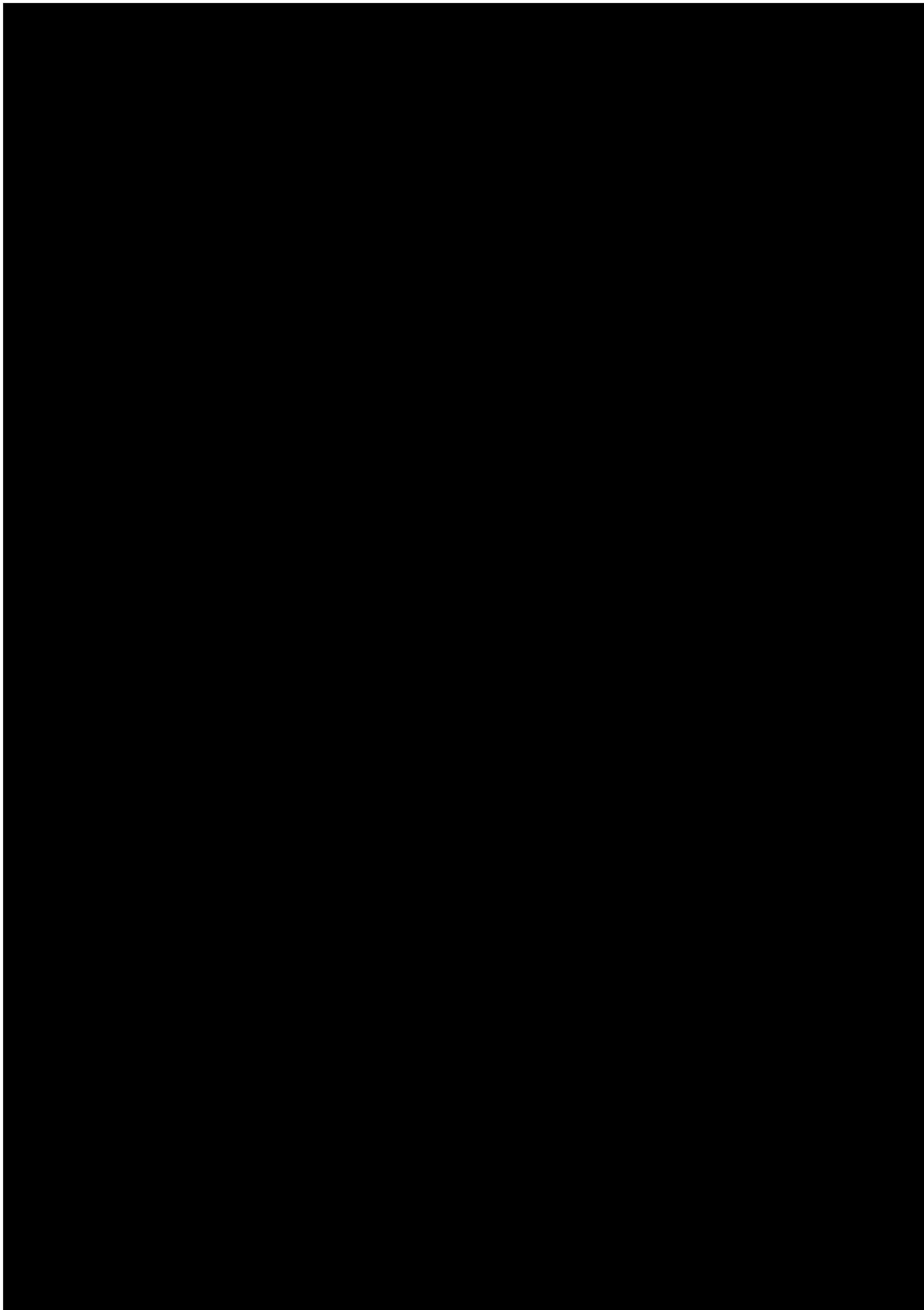


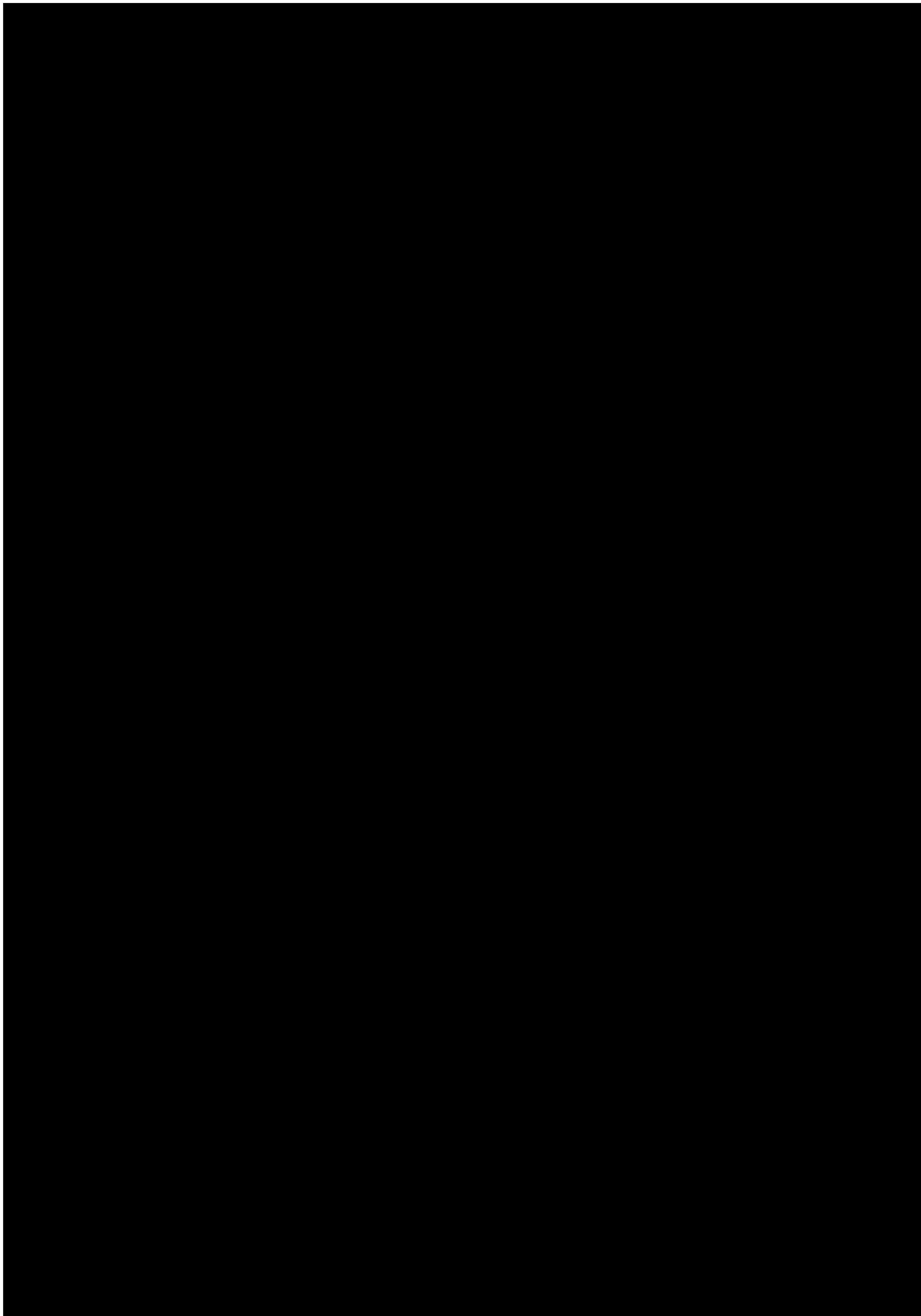


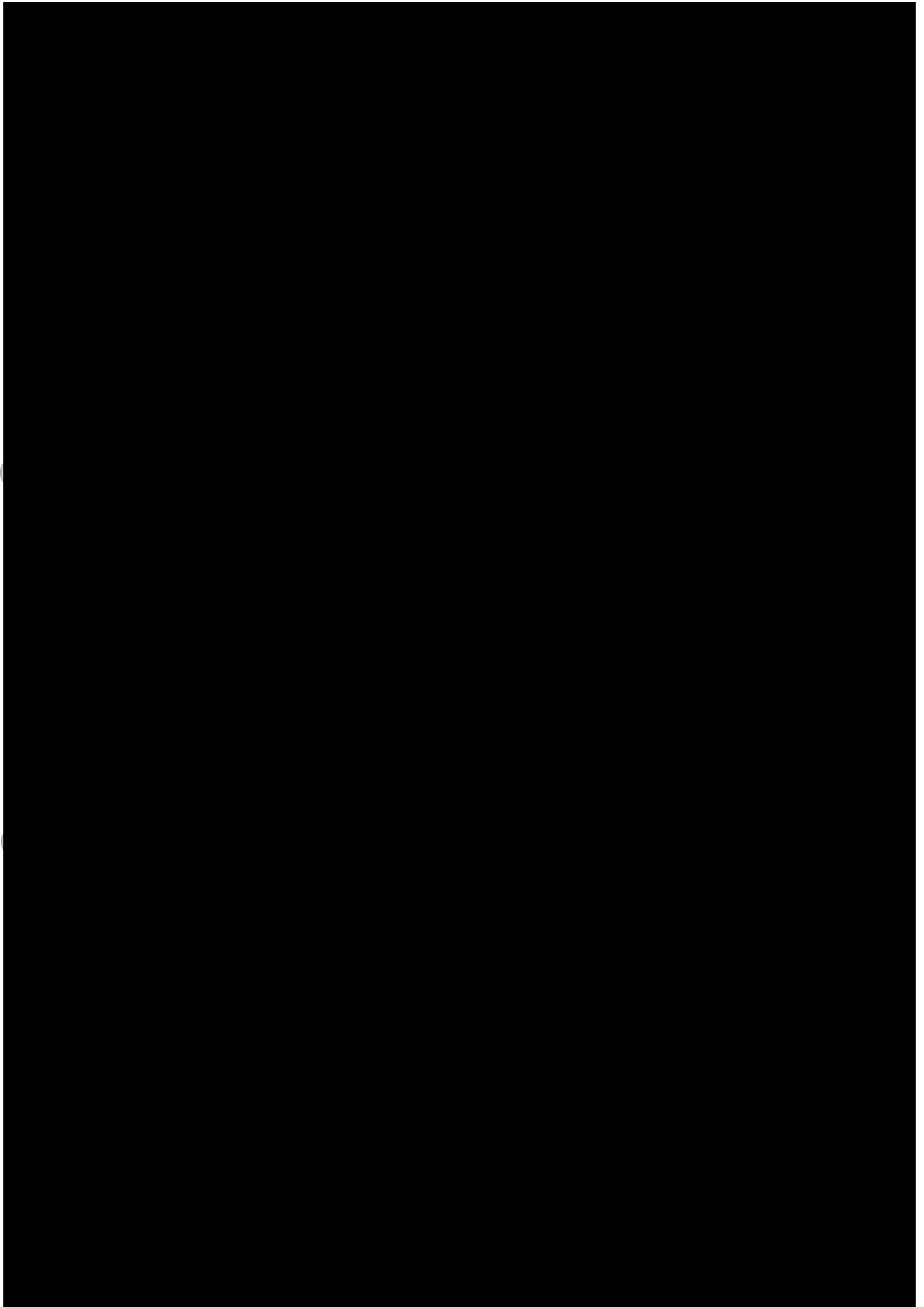


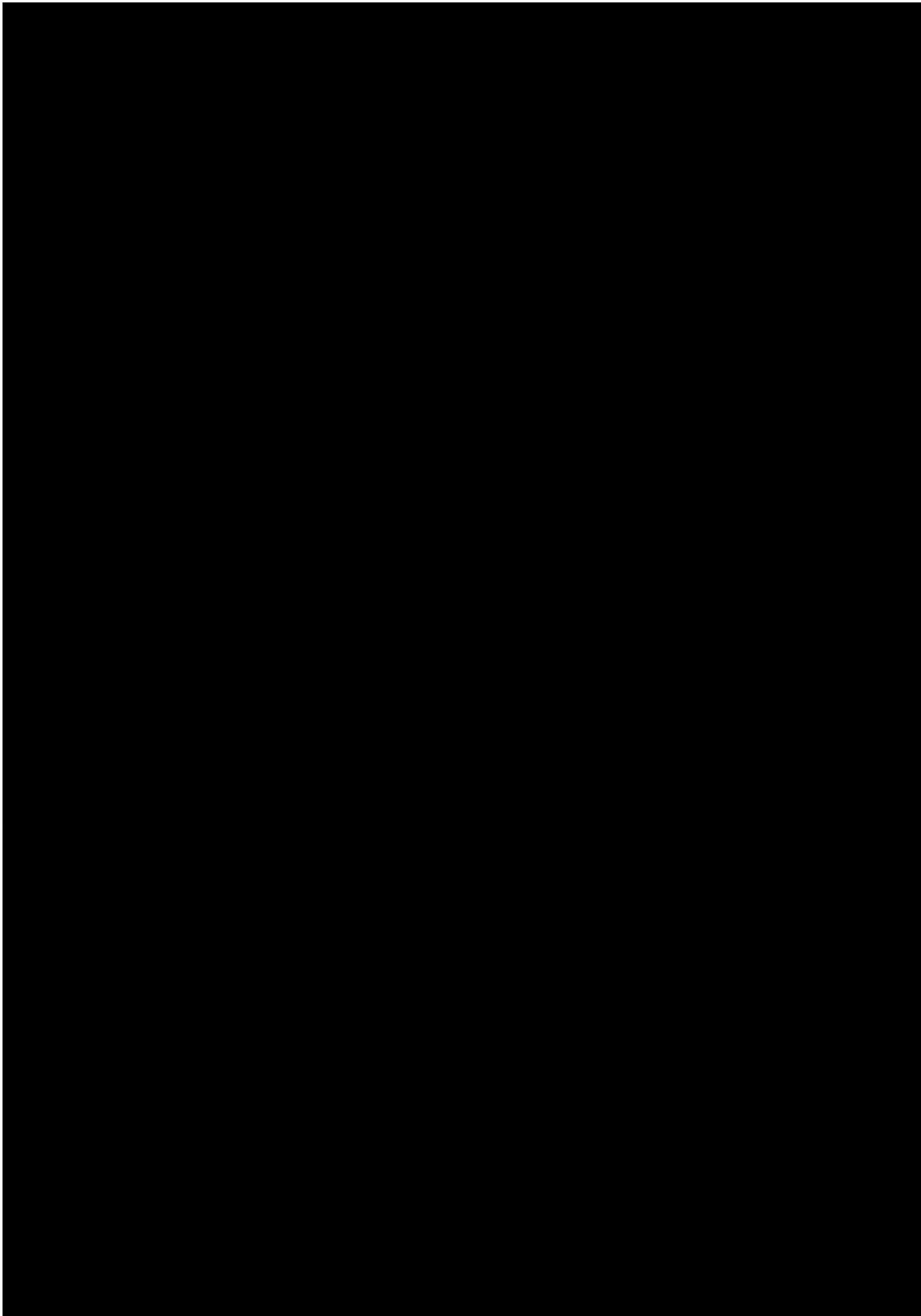


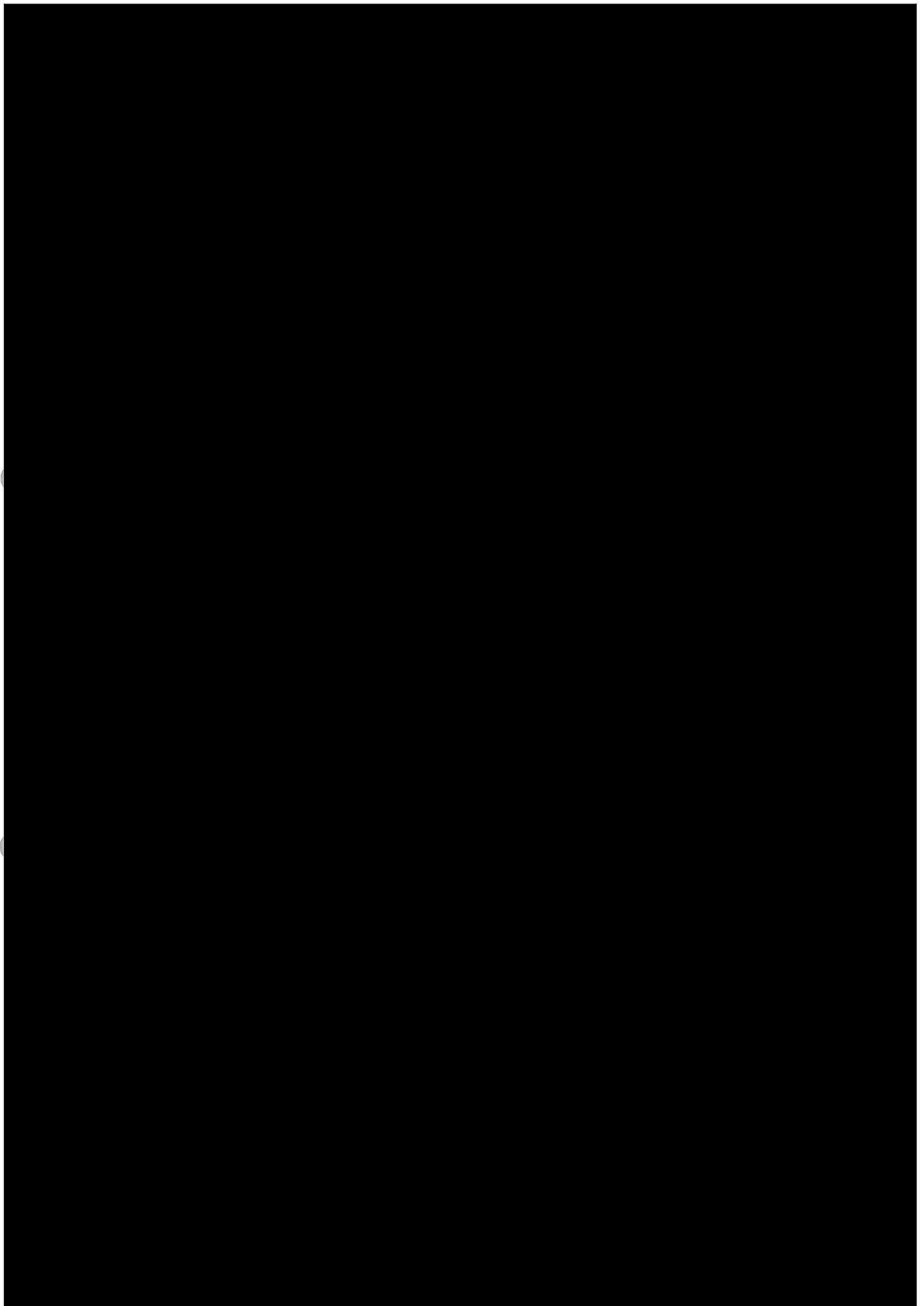








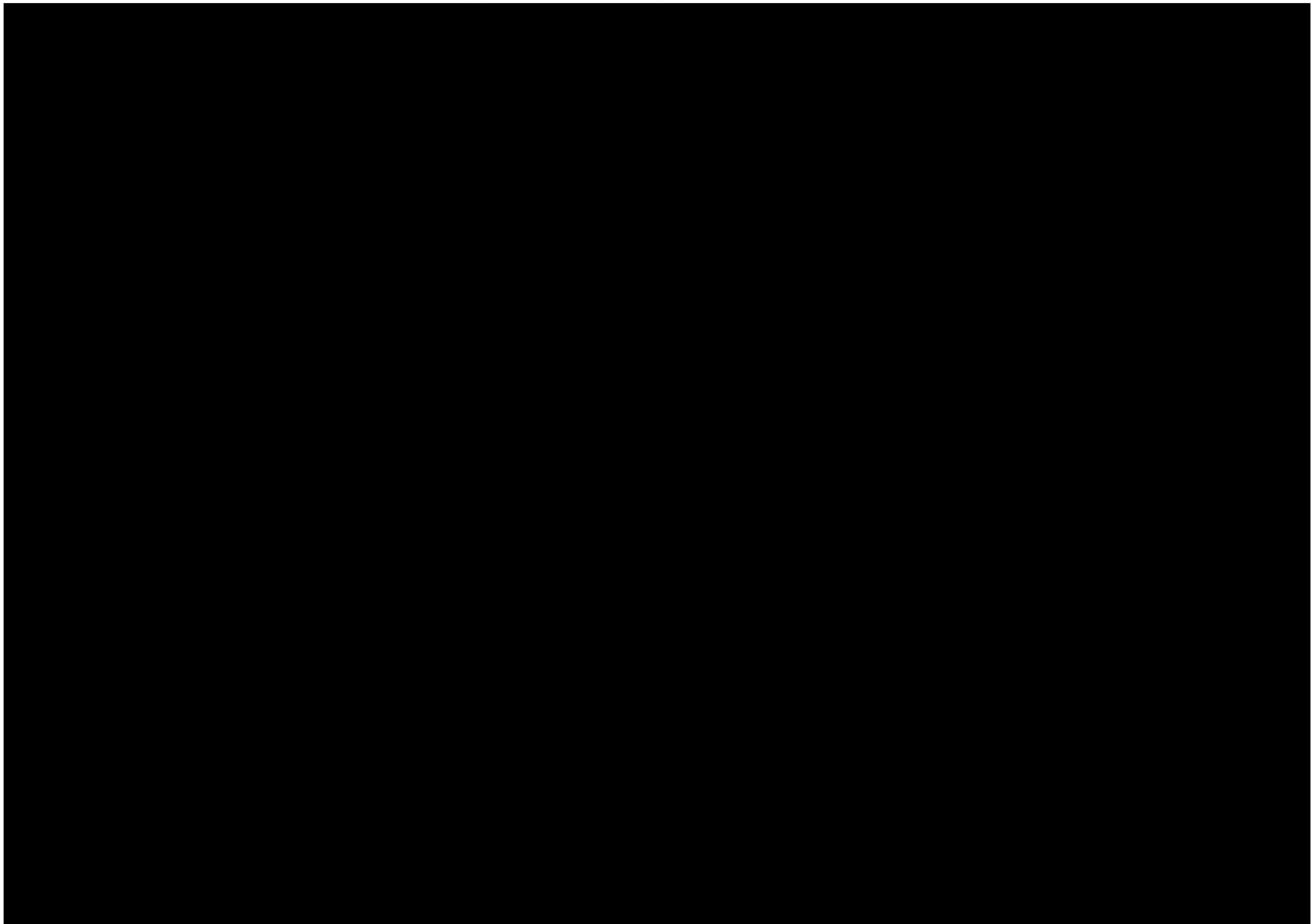






SCHEDULE D6. – ADJOINING PROPERTIES





SCHEDULE D7. – REQUIREMENTS OF ADJOINING PROPERTY OWNER AGREEMENTS

(Clause 13)

1. NO LIMITATION ON CONTRACT

Nothing in this Schedule D7 limits the Principal's rights or affects the PS Contractor's obligations under any clause of this deed.

2. ADJOINING PROPERTY OWNER AGREEMENT

(a) The PS Contractor acknowledges that the Principal:

(i) has entered into Adjoining Property Owner Agreements with:

- (A) New South Wales Masonic Club in respect of 169-171 Castlereagh Street, Sydney, being an Adjoining Property Owner Agreement dated 2 May 2017;
- (B) The Owners – Strata Plan No. 68274 in respect of the common property in 248A-250 Pitt Street, Sydney, being an Adjoining Property Owner Agreement dated 29 May 2017;
- (C) The Owners – Strata Plan No. 51077 in respect of the common property in 308 Pitt Street, Sydney, being an Adjoining Property Owner Agreement dated 19 January 2018;
- (D) The Owners – Strata Plan No. 51077 in respect of the common property in 308 Pitt Street, Sydney, being an Adjoining Property Owner Agreement dated 5 April 2018;
- (E) Everglow City Pty Ltd in respect of Lot 7 in 137-139 Bathurst Street, Sydney, being an Adjoining Property Owner Agreement dated 15 February 2018;
- (F) [REDACTED] in respect of Lot 16 in 137-139 Bathurst Street, Sydney, being an Adjoining Property Owner Agreement dated 24 January 2018;
- (G) [REDACTED] in respect of Lot 18 in 137-139 Bathurst Street, Sydney, being an Adjoining Property Owner Agreement dated 11 January 2018;
- (H) [REDACTED] (pursuant to deed of covenant on sale from [REDACTED] dated 10 April 2018) in respect of Lot 21 in 137-139 Bathurst Street, Sydney, being an Adjoining Property Owner Agreement dated 11 January 2018;
- (I) [REDACTED] in respect of Lot 26 and Lot 34 in 137-139 Bathurst Street, Sydney, being an Adjoining Property Owner Agreement dated 25 January 2018;
- (J) [REDACTED] in respect of Lot 29 in 137-139 Bathurst Street, Sydney, being an Adjoining Property Owner Agreement dated 25 January 2018;
- (K) [REDACTED] in respect of Lot 35 in 137-139 Bathurst Street, Sydney, being an Adjoining Property Owner Agreement dated 10 January 2018; and

(L) Minister for Emergency Services (New South Wales Fire Brigade) on behalf of Her Majesty Queen Elizabeth II in respect of 211-217 Castlereagh Street, Sydney, being an Adjoining Property Owner Agreement dated 18 January 2018; and

(ii) will, subject to clause 9.8 (*Adjoining Properties*), enter into Adjoining Property Owner Agreements with the Adjoining Owners identified in Schedule D6 (*Adjoining Properties*),

together referred to in this clause 2 of this Schedule D7 as the **Adjoining Owners** and each an **Adjoining Owner**.

(b) The PS Contractor:

(i) must, in performing, the PS Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Adjoining Property Owner Agreement as if it were named as the Principal in each Adjoining Property Owner Agreement so as to ensure that the Principal is able to fully meet those obligations under each Adjoining Property Owner Agreement or otherwise at law except to the extent that each table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the PS Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the PS Contractor in this Schedule D7 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(b)(i)(A) of this Schedule D7;

(ii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below;

(iii) may only exercise the Principal's discretions or rights under any Adjoining Property Owner Agreement:

(A) in accordance with this clause 2 of Schedule D7; or

(B) otherwise with the Principal's prior written consent (which must not be unreasonably withheld or delayed); and

(iv) may, subject to clause 2(b)(i) of this Schedule D7, exercise the Principal's right to obtain access to an Adjoining Property under an Adjoining Property Owner Agreement for the purpose of carrying out the PS Contractor's Activities.

(c) Where an Adjoining Property Owner Agreement provides that:

(i) the Principal must; or

(ii) the Principal must ensure that the PS Contractor will,

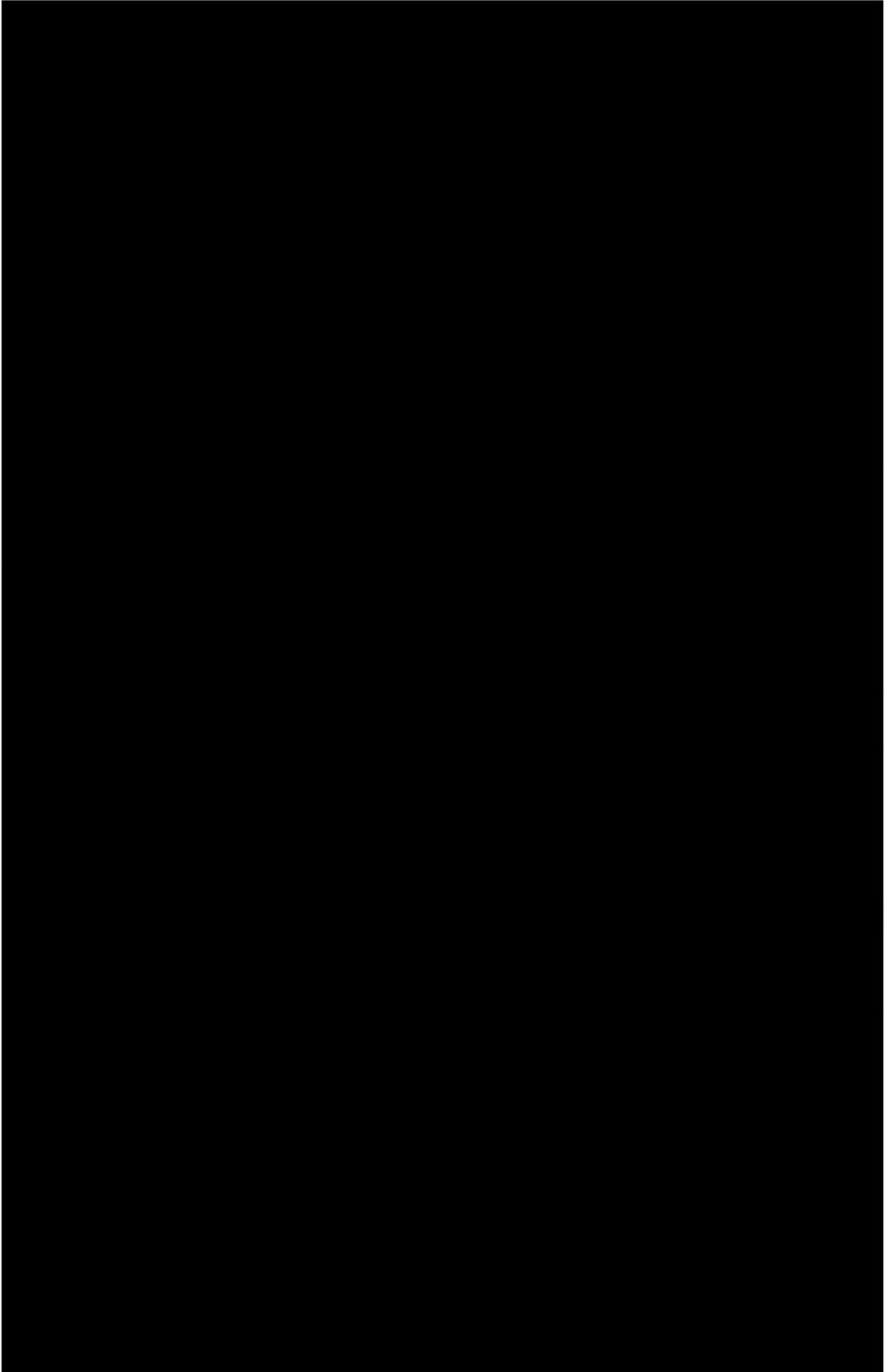
do something or comply with an obligation, the PS Contractor must, in performing the PS Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation.

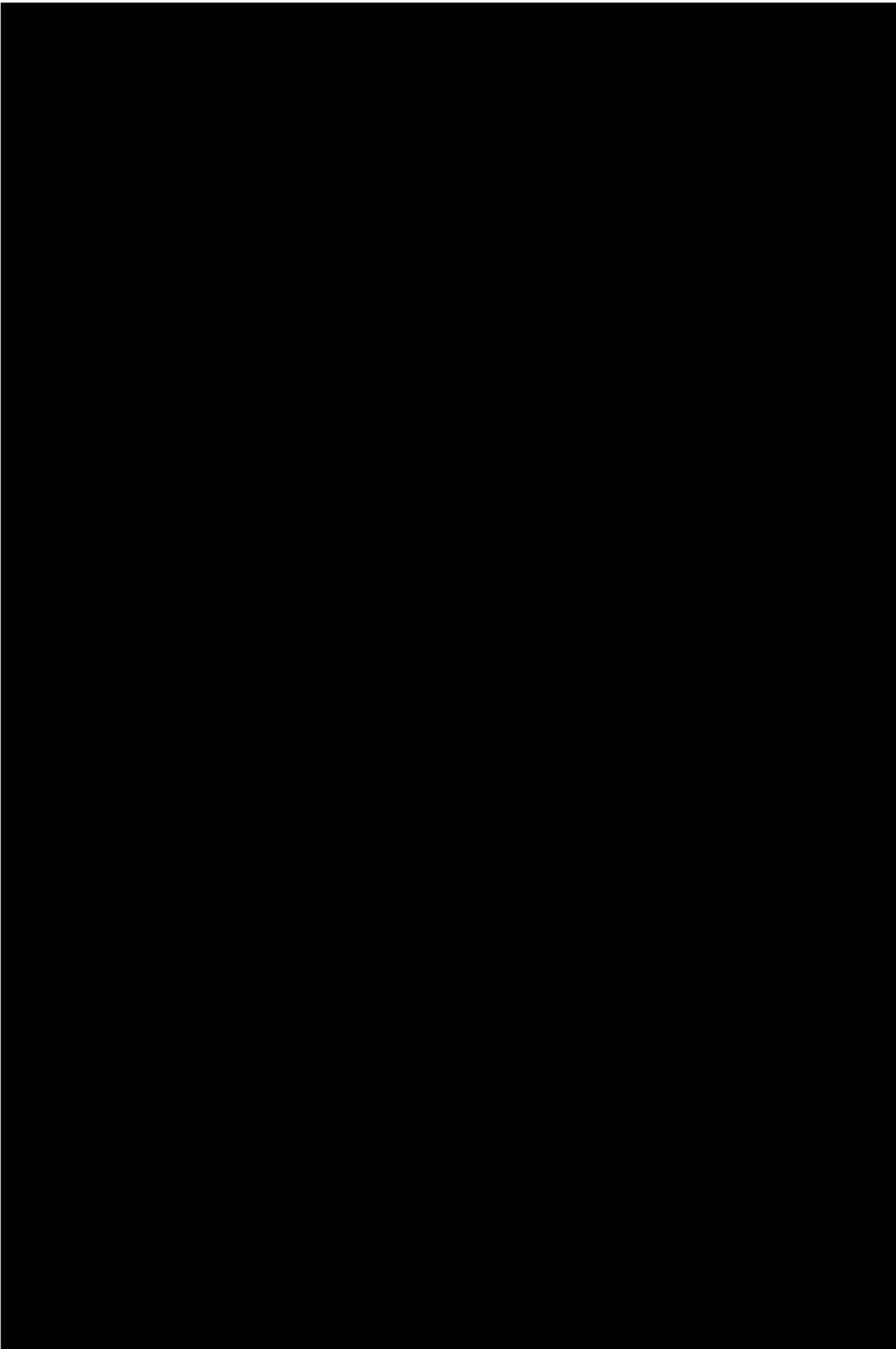
- (d) Where an Adjoining Property Owner Agreement provides for the Principal to provide a document, notice or information to an Adjoining Owner, the PS Contractor must:
- (i) subject to clause 2(d)(ii) of this Schedule D7, provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review, comment on and approve the document, notice or information and provide the document, notice or information to an Adjoining Owner within the time period required by the Adjoining Property Owner Agreement; and
 - (ii) for the purposes of:
 - (A) clause 3.2 of the Adjoining Property Owner Agreement dated 2 May 2017 in respect of 169-171 Castlereagh Street, Sydney;
 - (B) clause 3.2 of the Adjoining Property Owner Agreement dated 29 May 2017 in respect of 248A-250 Pitt Street, Sydney;
 - (C) clause 7.2 of the Adjoining Property Owner Agreement dated 19 January 2018 in respect of 308 Pitt Street, Sydney;
 - (D) clause 3.2(a), clause 3.2(b) and clause 6.2(a) of the Adjoining Property Owner Agreement dated 5 April 2018 in respect of 308 Pitt Street, Sydney;
 - (E) clause 3.2(a) and clause 3.2(b) of the Adjoining Property Owner Agreement dated 18 January 2018 in respect of 211-217 Castlereagh Street, Sydney, and
 - (F) clause 2.2(a), clause 2.2(b), clause 3.2(a) and clause 4.2(a) of the Pro-forma Adjoining Property Owner Agreement,submit the documentation directly to the Adjoining Owner with a copy to the Principal.
- (e) The PS Contractor must, in carrying out the PS Contractor's Activities:
- (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Adjoining Property Owner Agreement or other requirements of each Adjoining Owner;
 - (ii) ensure that no act or omission of the PS Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to any Adjoining Owner under any Adjoining Property Owner Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of each Adjoining Property Owner Agreement.
- (f) Whenever, pursuant to the terms of an Adjoining Property Owner Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to an Adjoining Owner under any clause of an Adjoining Property Owner Agreement then, subject to what is provided in this Schedule D7 and the other terms of this deed, the PS Contractor is deemed to make the same

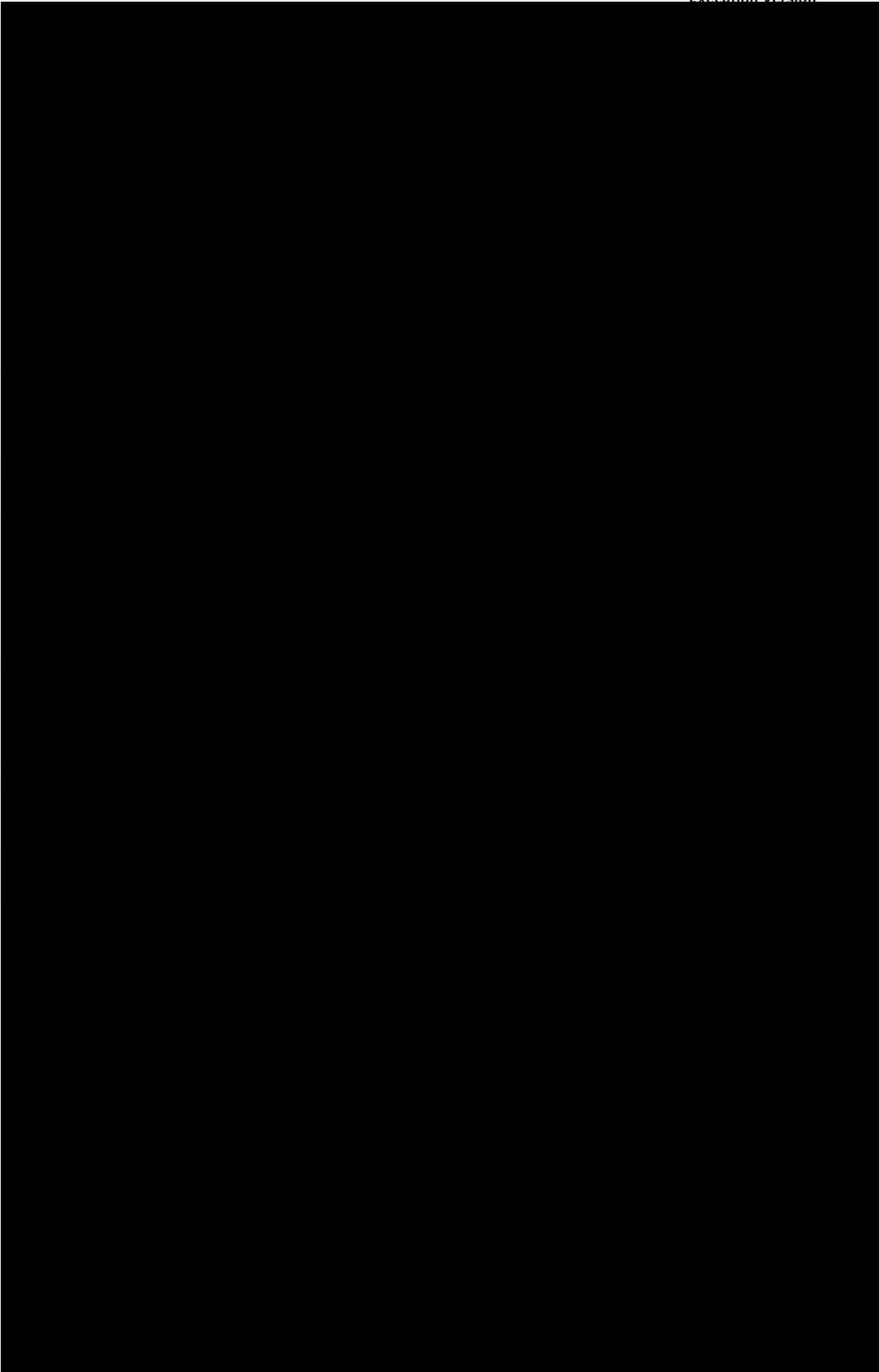
acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under each Adjoining Property Owner Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

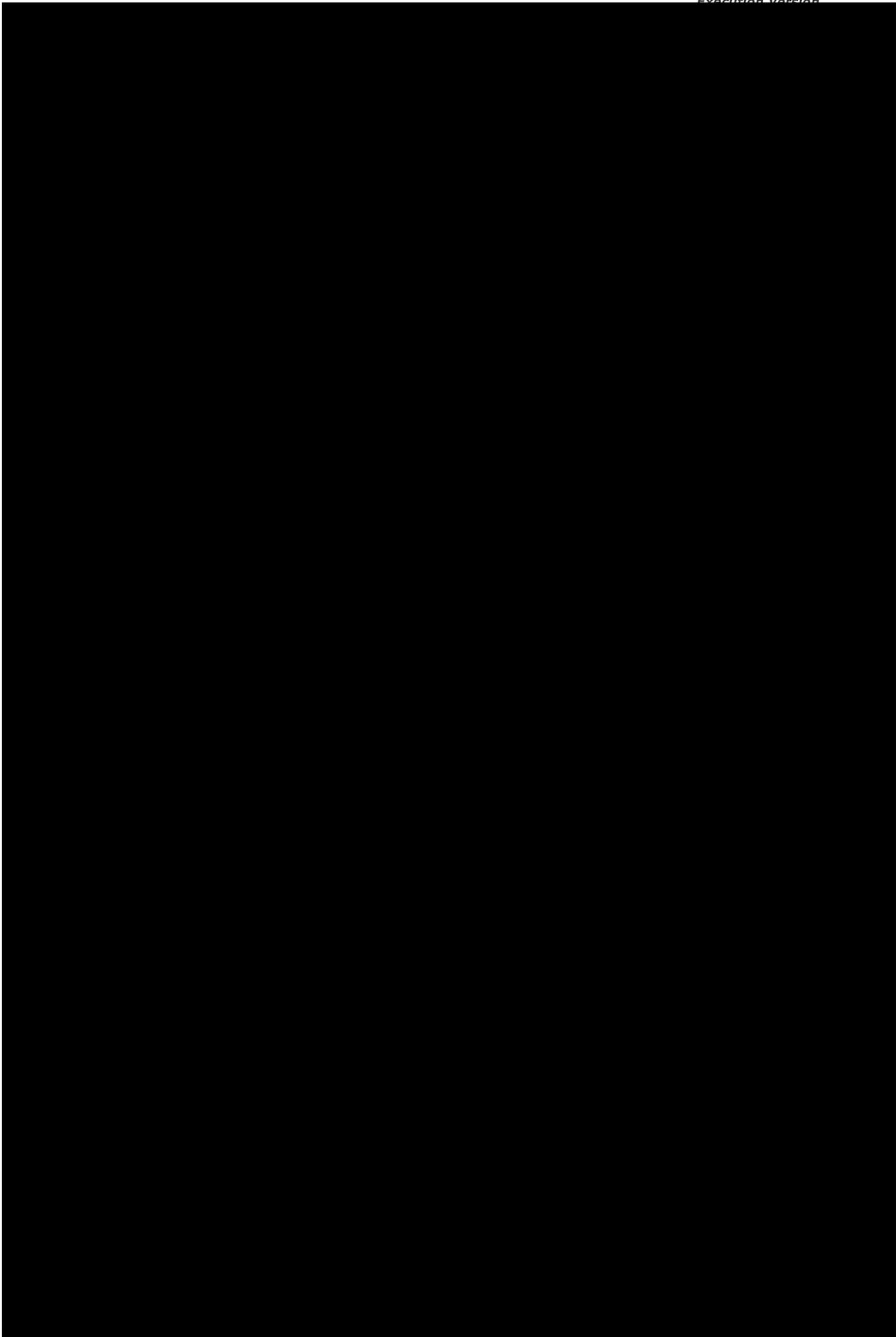
- (g) The PS Contractor acknowledges that to the extent that an Adjoining Property Owner Agreement contains a provision pursuant to which an Adjoining Owner is stated to make no representation as to a state of affairs, the PS Contractor agrees that the Principal similarly makes no representation to the PS Contractor in respect of that state of affairs in the same way as if the relevant terms of each Adjoining Property Owner Agreement were set out fully in this deed.
- (h) Nothing in any Adjoining Property Owner Agreement or this Schedule D7 limits the Principal's rights or the PS Contractor's obligations in relation to Substantial Completion, Completion or the rectification of Defects under this deed.
- (i) The parties agree that:
 - (i) the PS Contractor must indemnify the Principal from and against any claim by any Adjoining Owner or third party or any Liability of the Principal to any Adjoining Owner or third party arising out of or in any way in connection with any Adjoining Property Owner Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the PS Contractor's Activities:
 - (A) provided that the PS Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission, or a breach of contract, of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (B) except to the extent it is limited in this Schedule D7; and
 - (ii) to the extent that the PS Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the PS Contractor's liability for such Consequential Loss is limited to the extent the PS Contractor:
 - (A) recovers its liability for such Consequential Loss under a Principal Insurance policy; or
 - (B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a PS Contractor Insurance policy,or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:
 - (C) the operation of any policy retention, deductible or excess that the PS Contractor is required to bear under the terms of this deed;
 - (D) any act or omission of the PS Contractor or its Associates including any failure by the PS Contractor to:
 - (aa) diligently pursue a claim under the relevant policy of insurance;
 - (bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

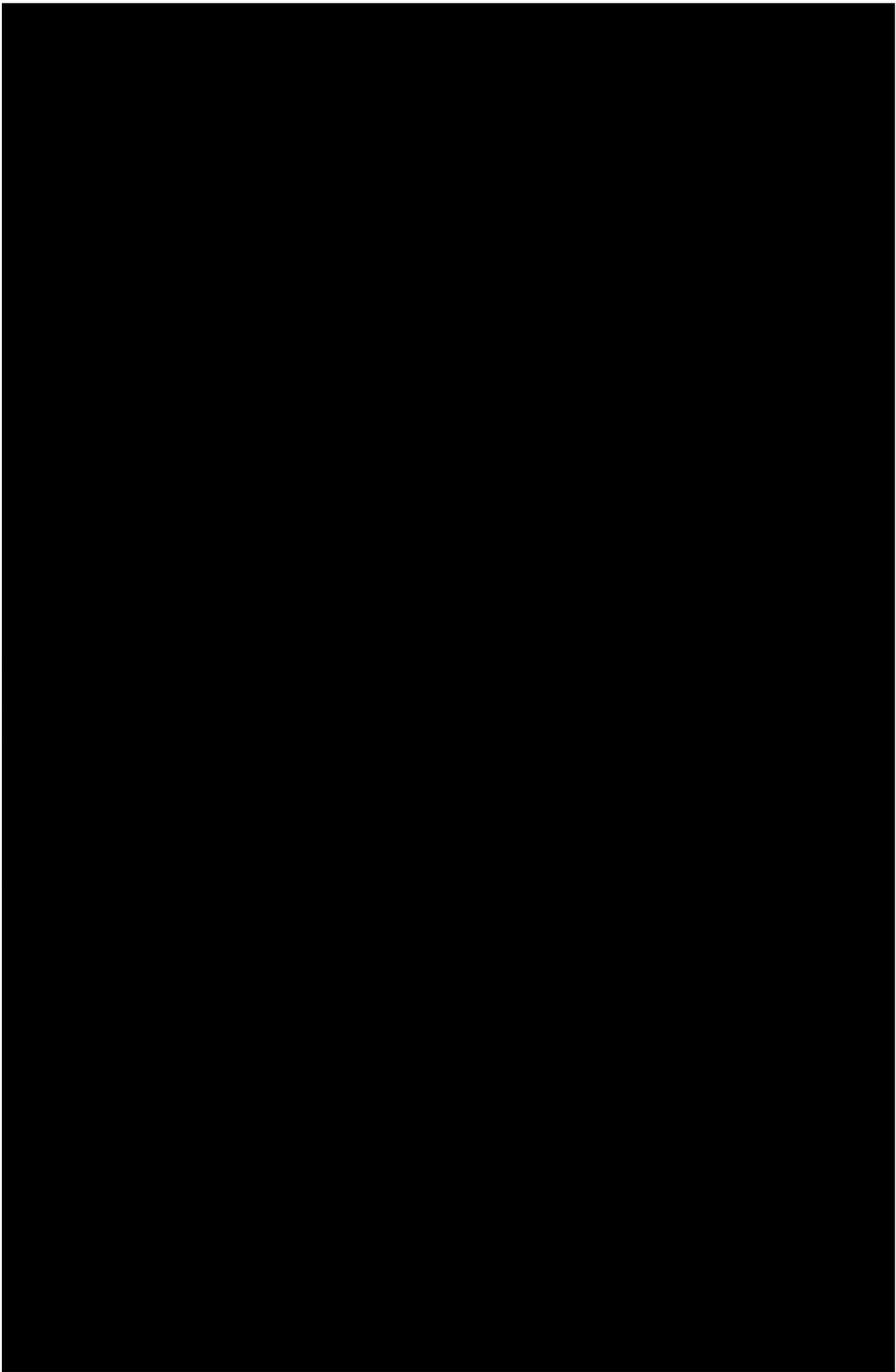
- (cc) comply with its insurance obligations under this deed.
- (j) The PS Contractor will only be liable to the Principal for any Liability arising out of:
 - (i) clause 20 of the Adjoining Property Owner Agreement dated 2 May 2017 in respect of 169-171 Castlereagh Street, Sydney;
 - (ii) clause 20 of the Adjoining Property Owner Agreement dated 29 May 2017 in respect of 248A-250 Pitt Street, Sydney;
 - (iii) clause 21 of the Adjoining Property Owner Agreement dated 19 January 2018 in respect of 308 Pitt Street, Sydney;
 - (iv) clause 21 of the Adjoining Property Owner Agreement dated 5 April 2018 in respect of 308 Pitt Street, Sydney;
 - (v) clause 21 of the Adjoining Property Owner Agreement dated 18 January 2018 in respect of 211-217 Castlereagh Street, Sydney; or
 - (vi) clause 17 of the Pro-forma Adjoining Property Owner Agreement,
as follows:
 - (vii) to the extent that the Principal incurs a Liability to an Adjoining Owner arising out of or in connection with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by, the PS Contractor or its Associates; or
 - (viii) where the PS Contractor would otherwise be liable to the Principal pursuant to a provision of this deed in respect of the matter.
- (k) Except as otherwise set out under this deed, the PS Contractor:
 - (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule D7; and
 - (B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property; and
 - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2(k)(i) of this Schedule D7; or
 - (B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property.
- (l) Terms used in the tables below that are capitalised but are not defined in this deed have the same meaning as in the relevant Adjoining Property Owner Agreement.

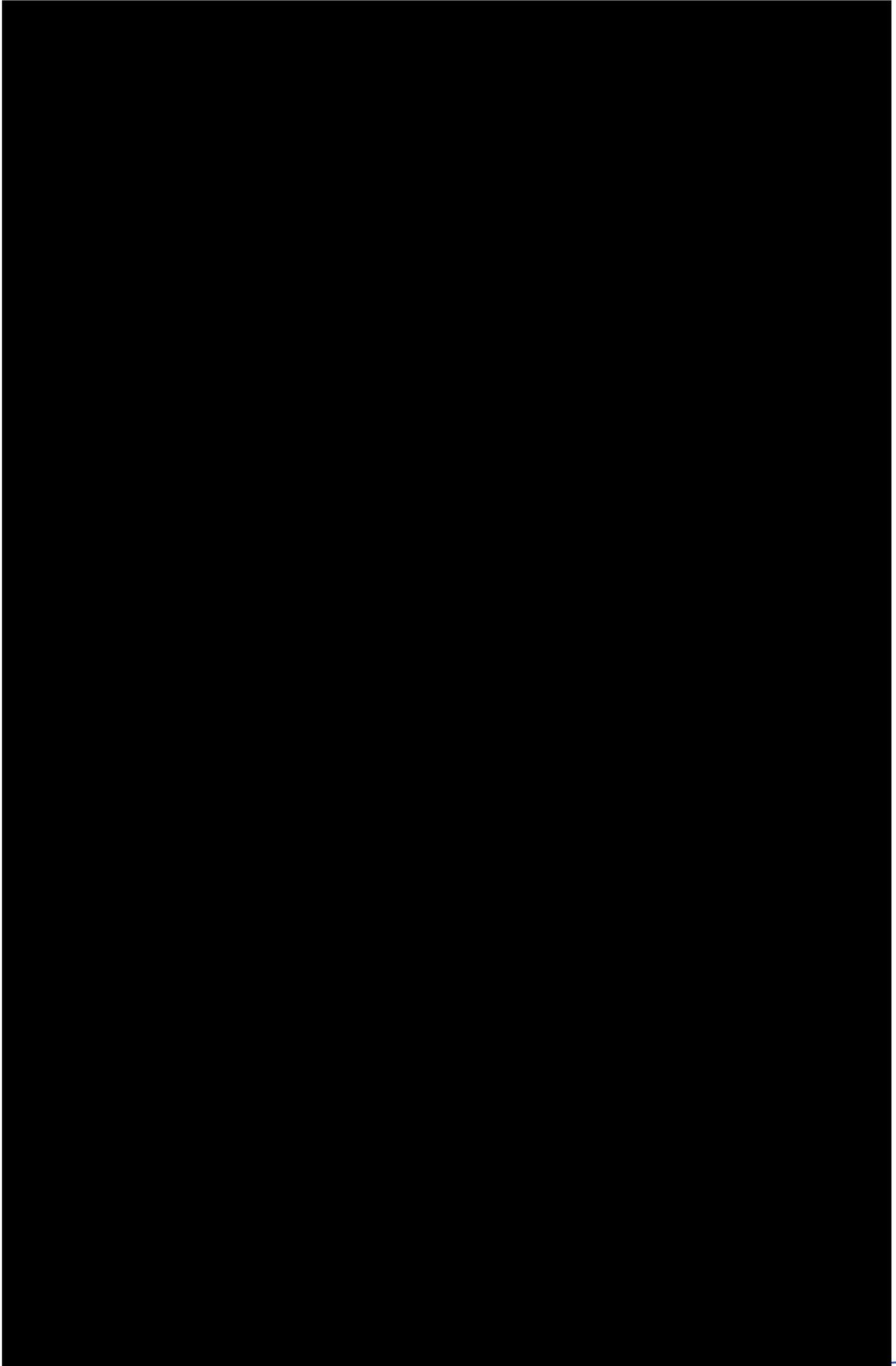


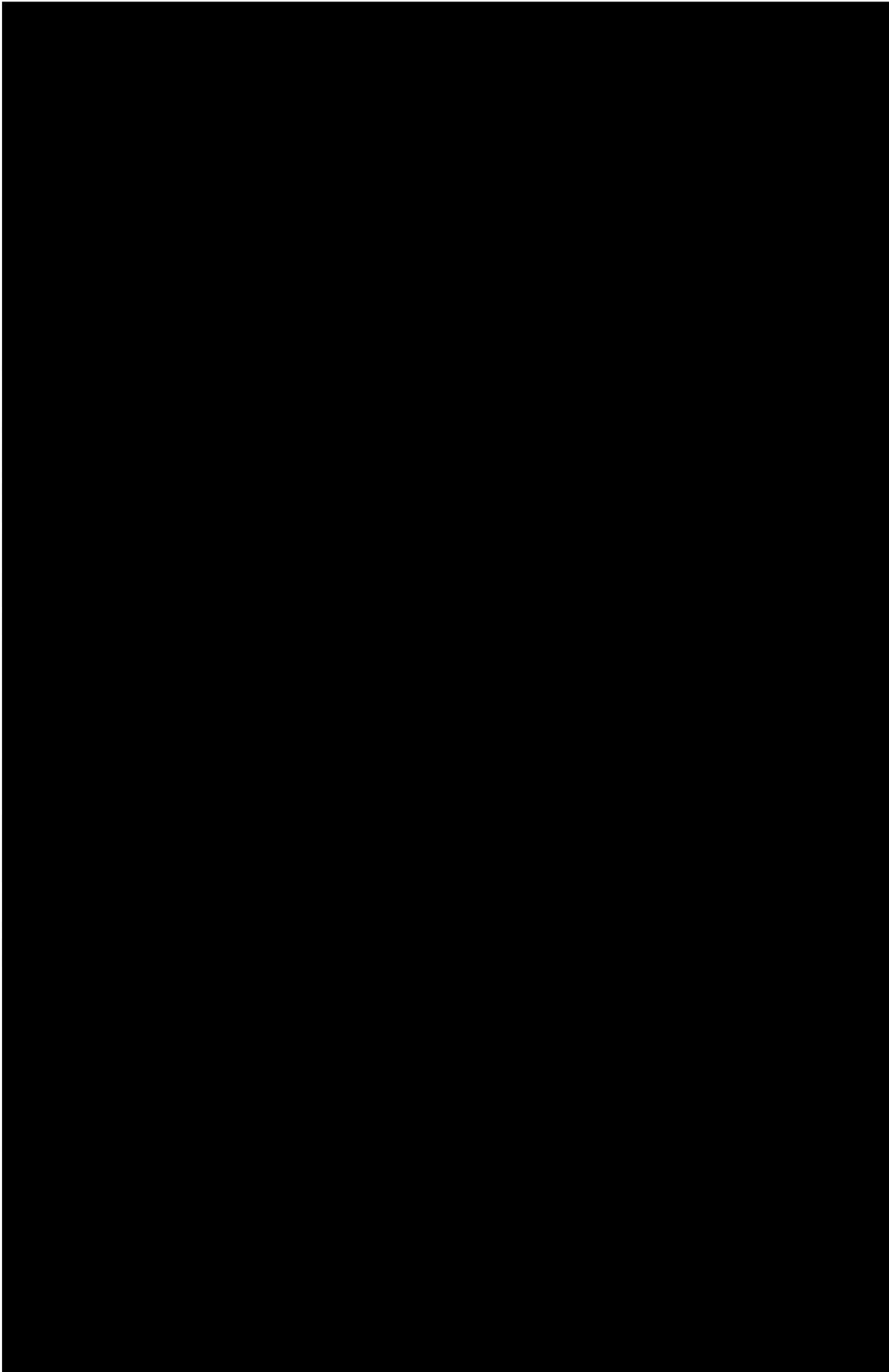


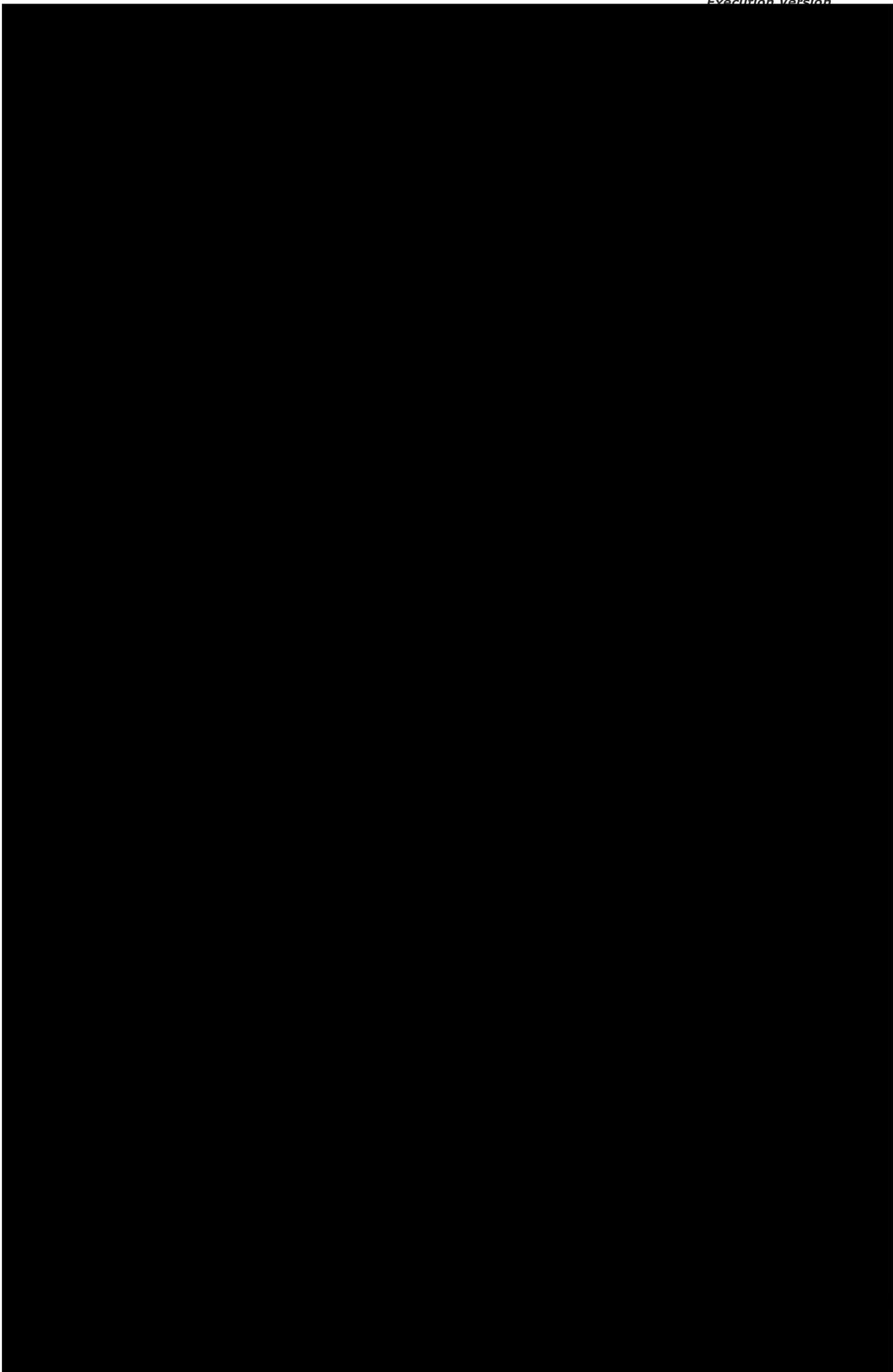


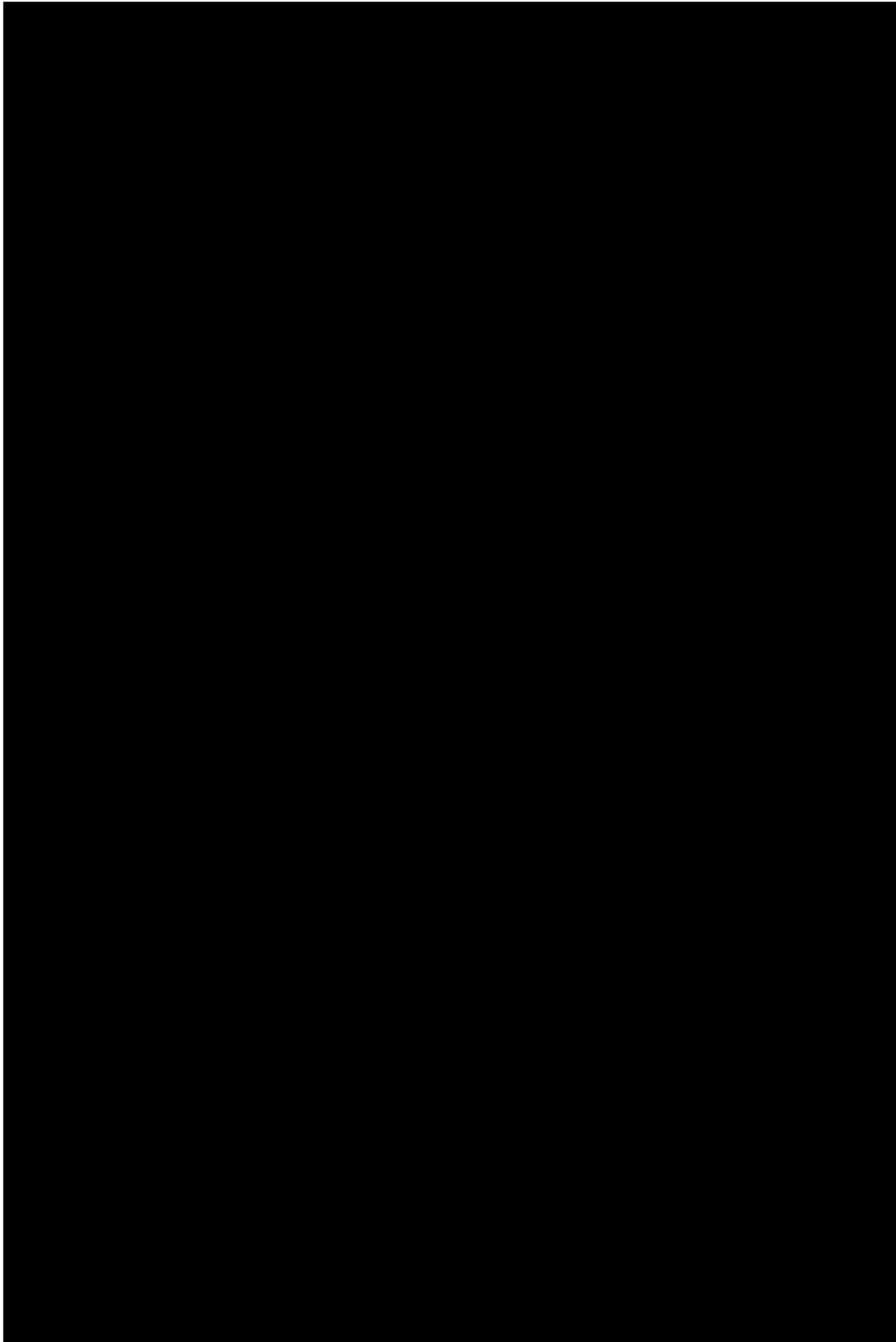


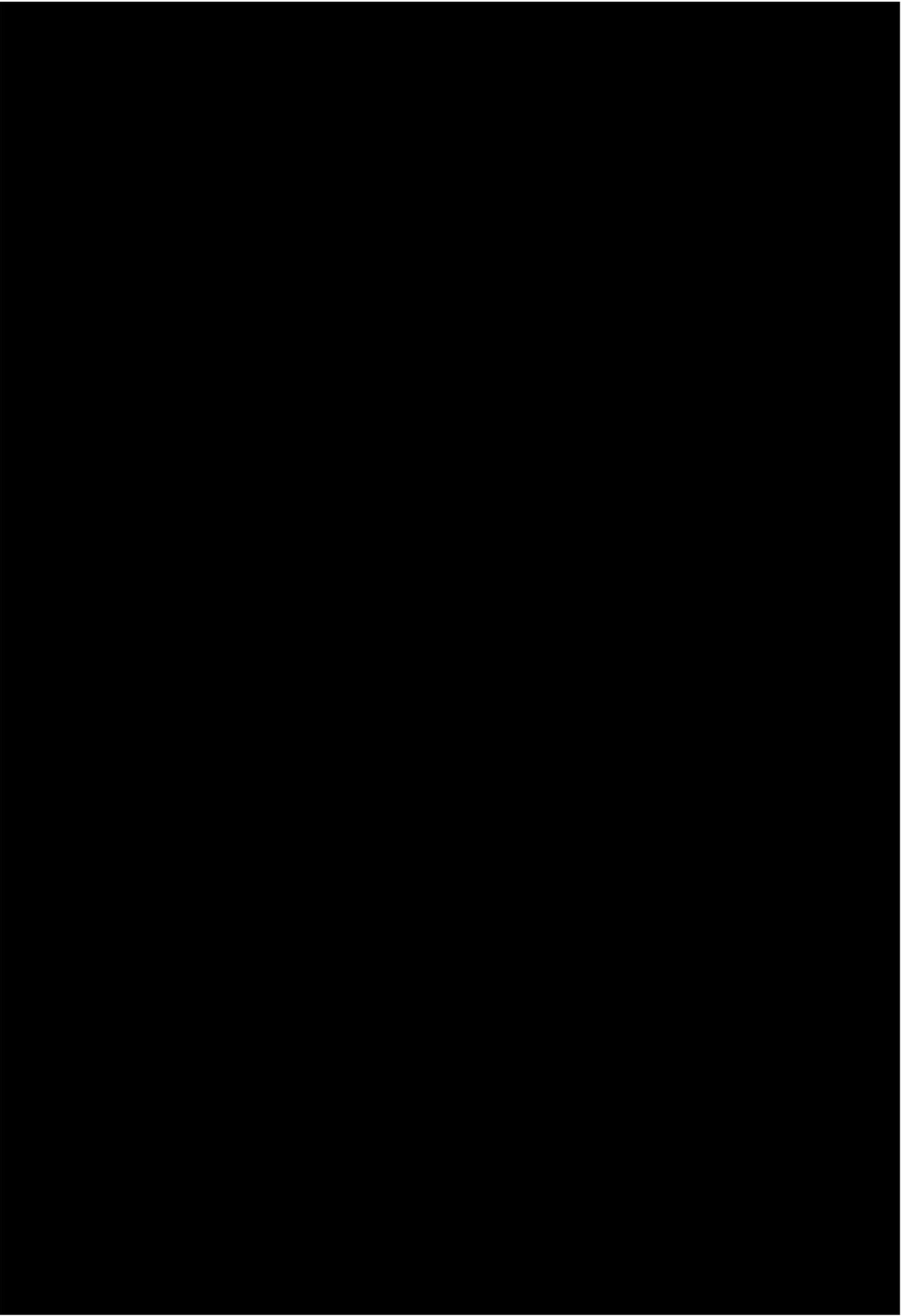


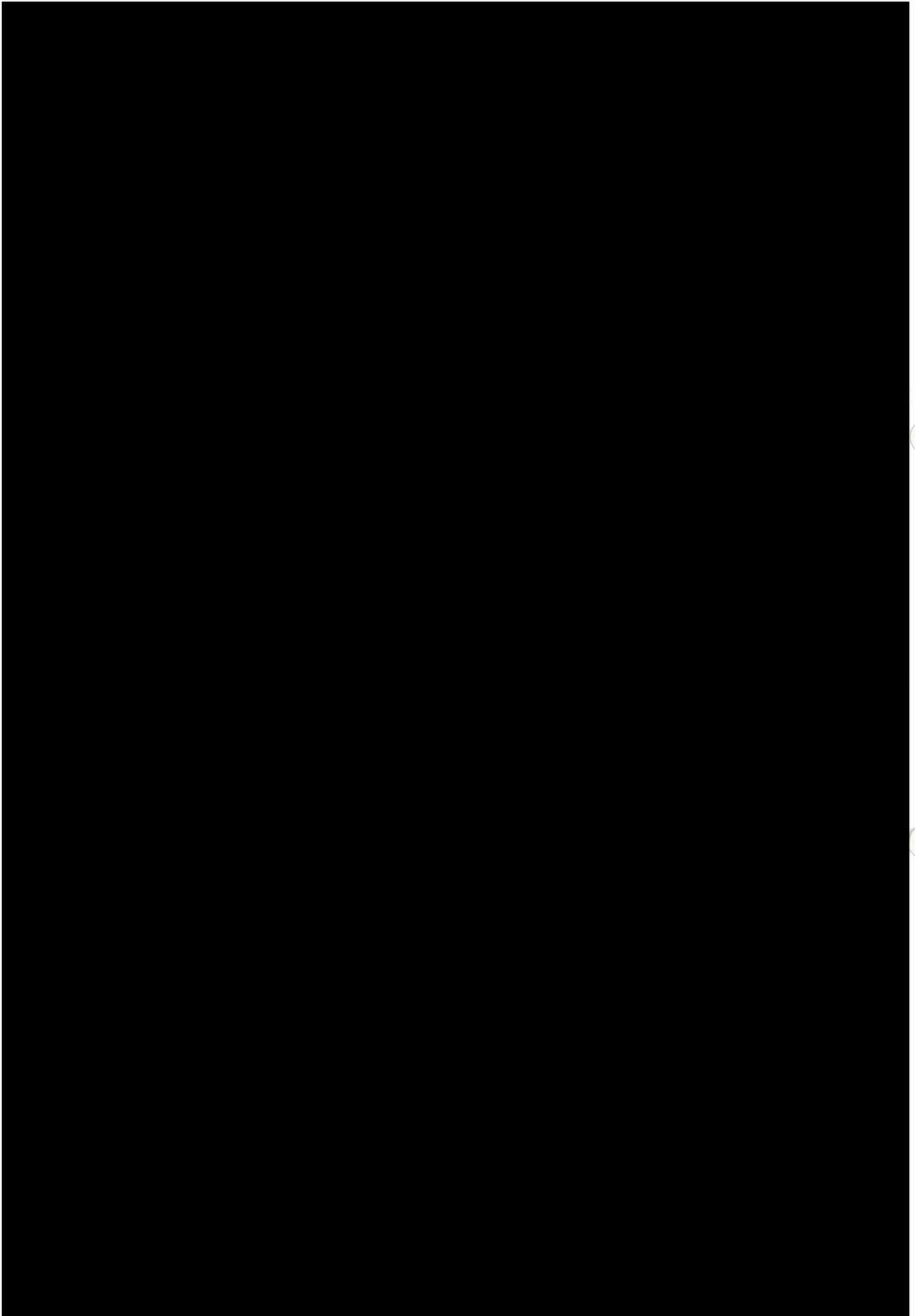


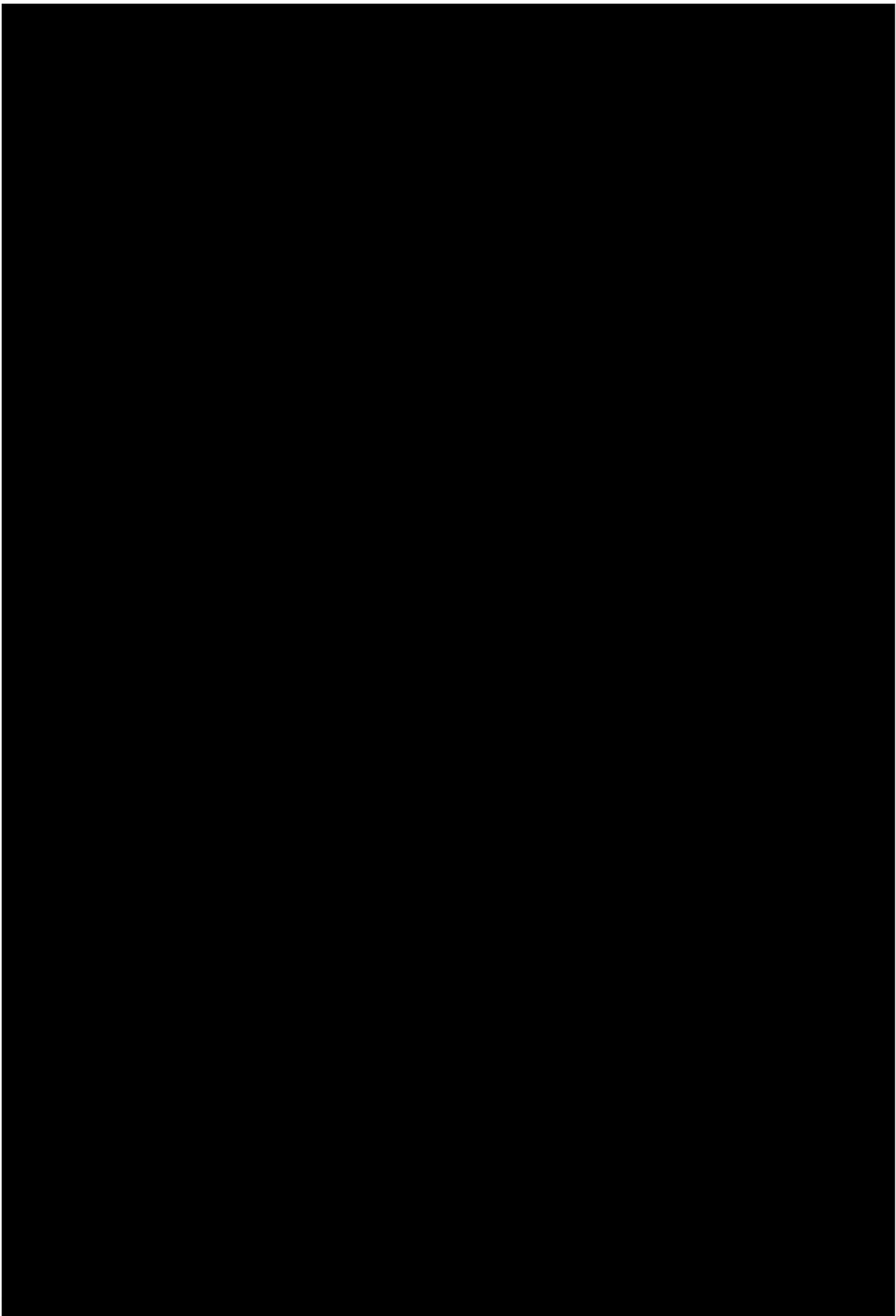


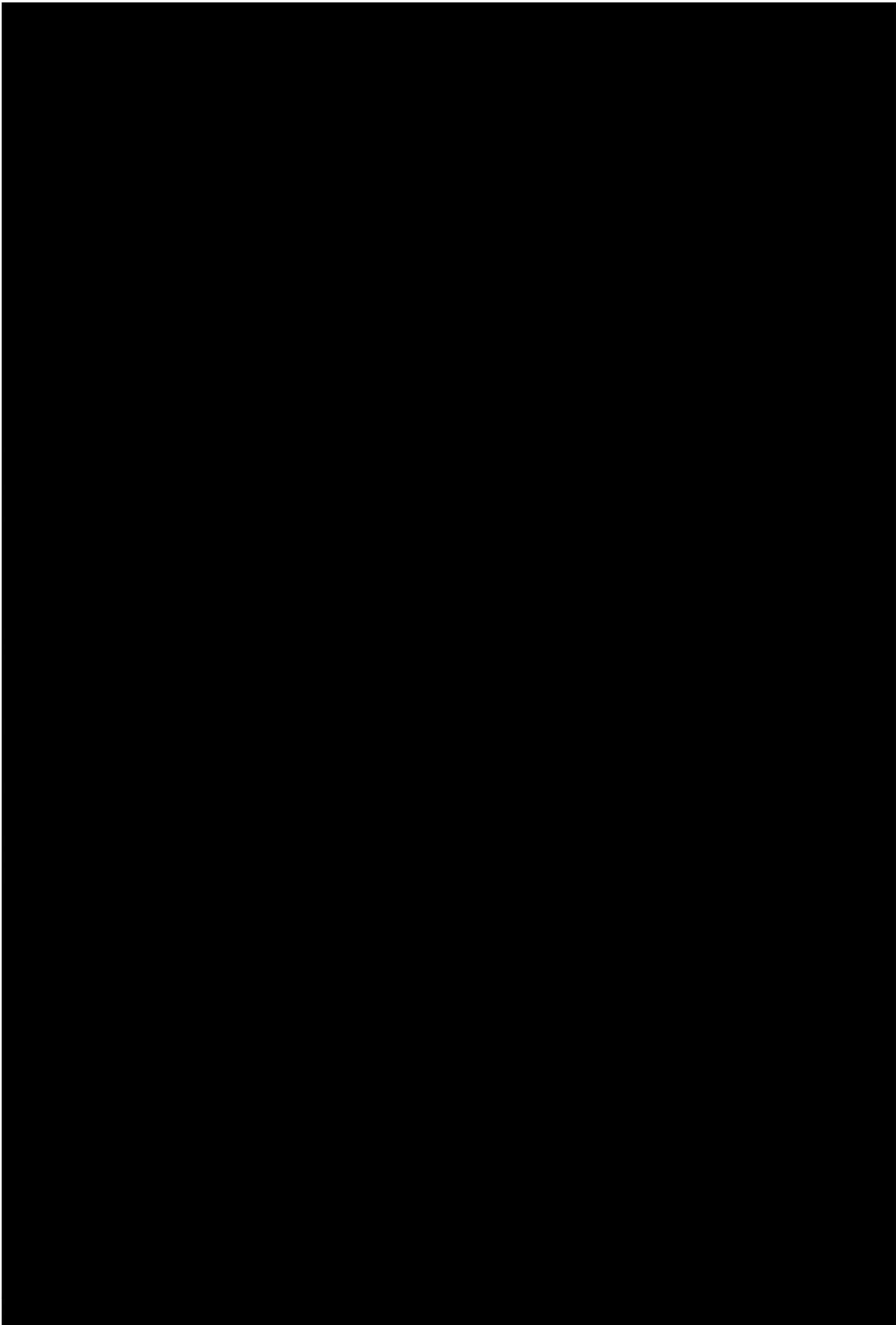


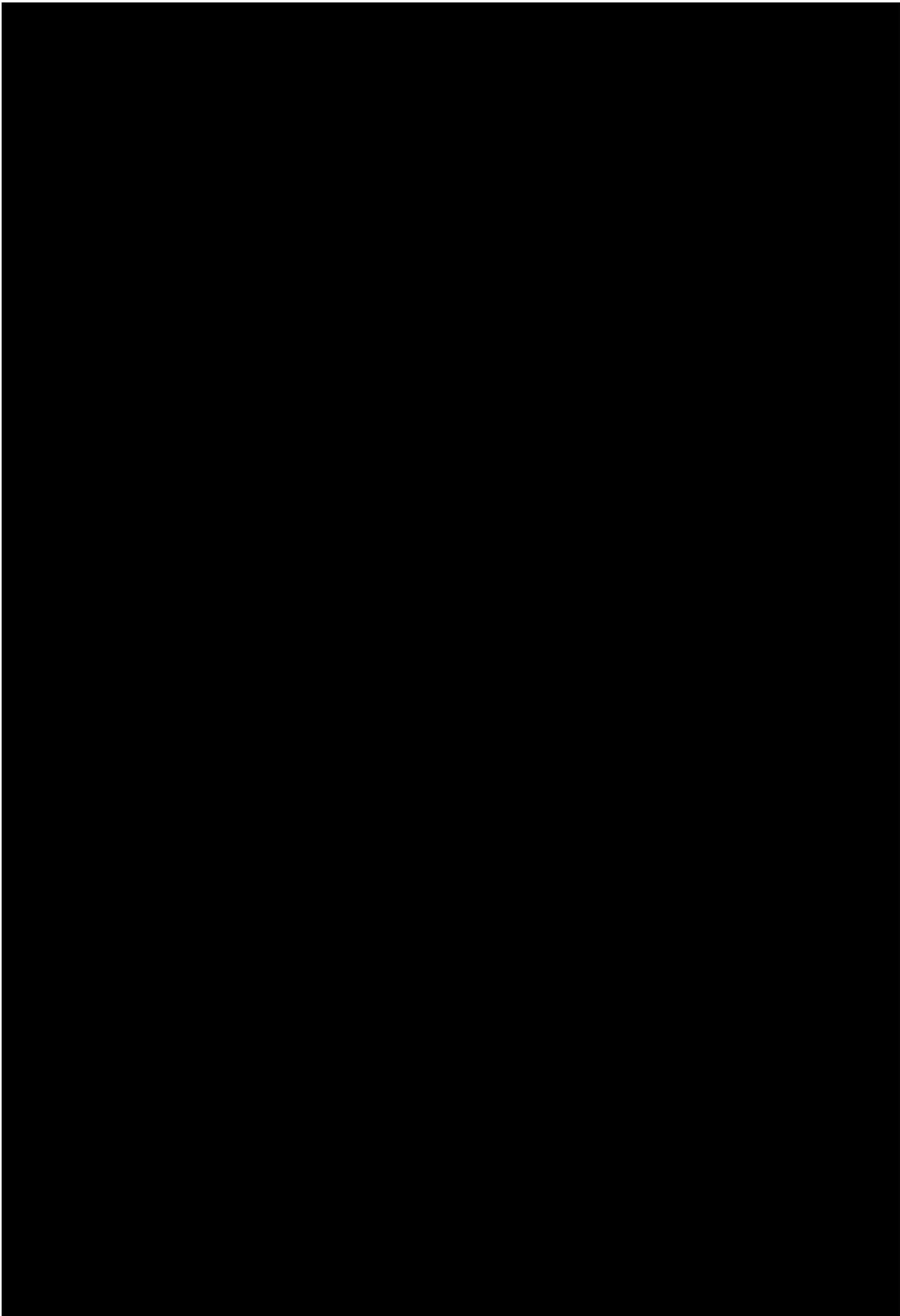


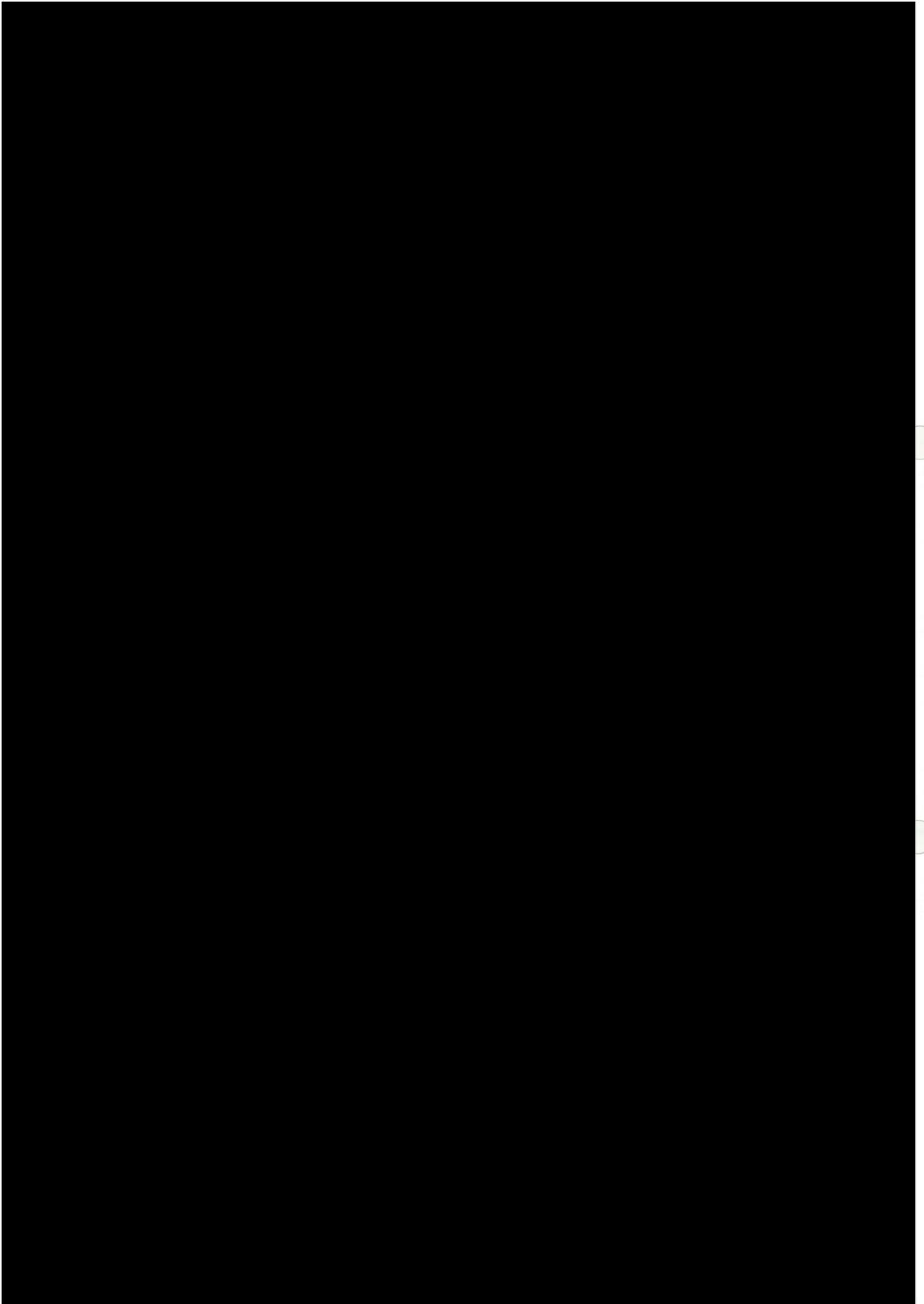


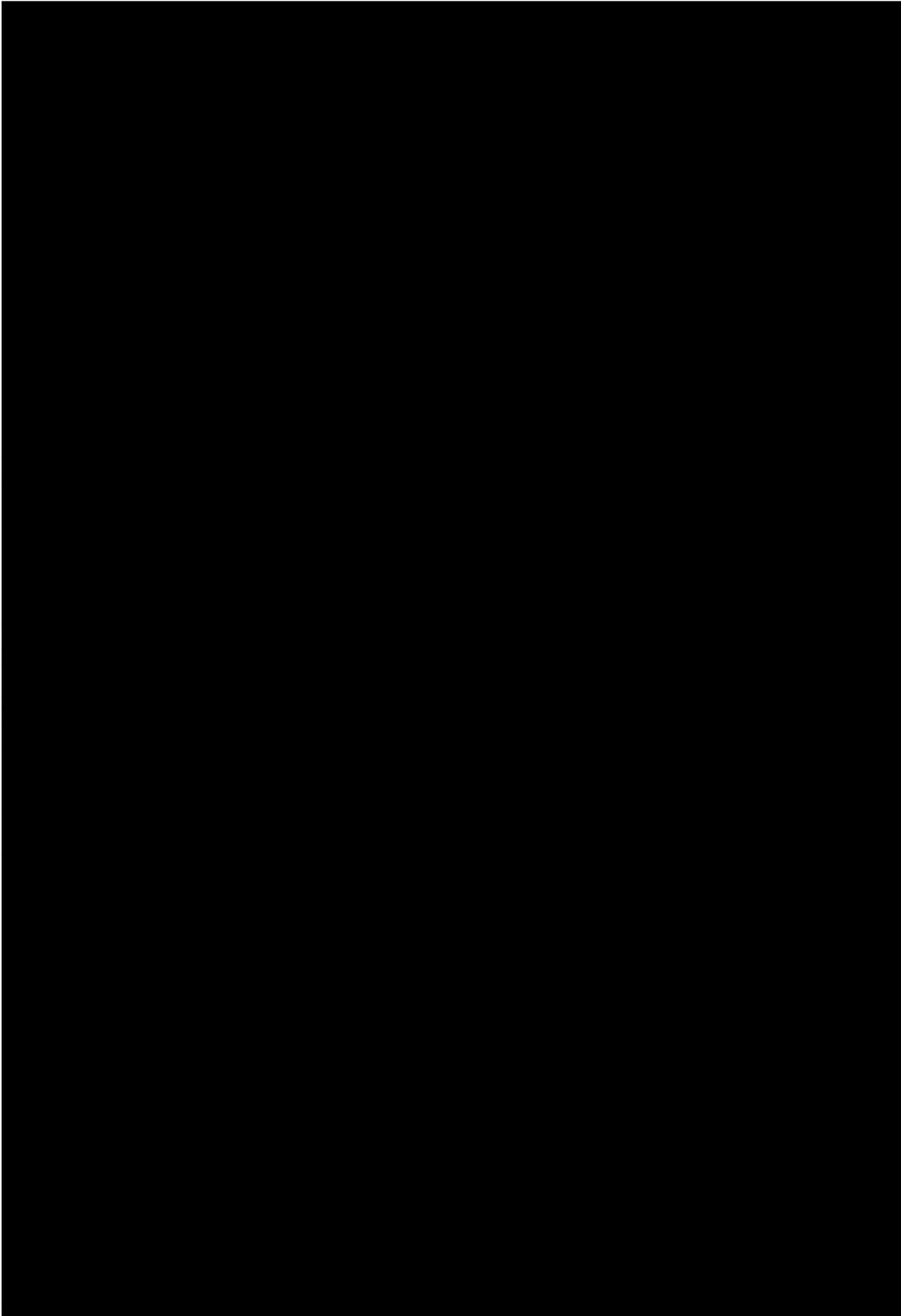


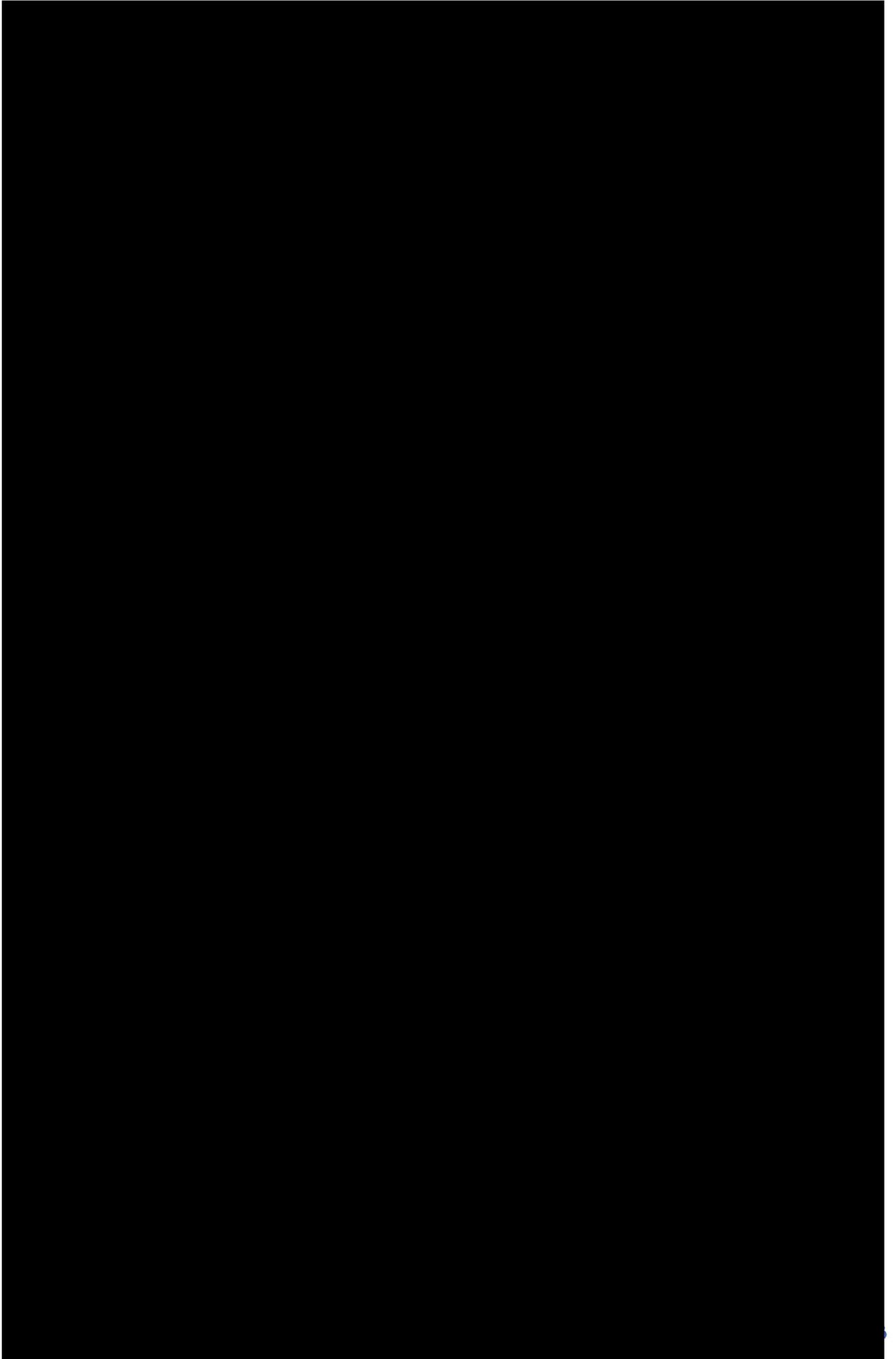


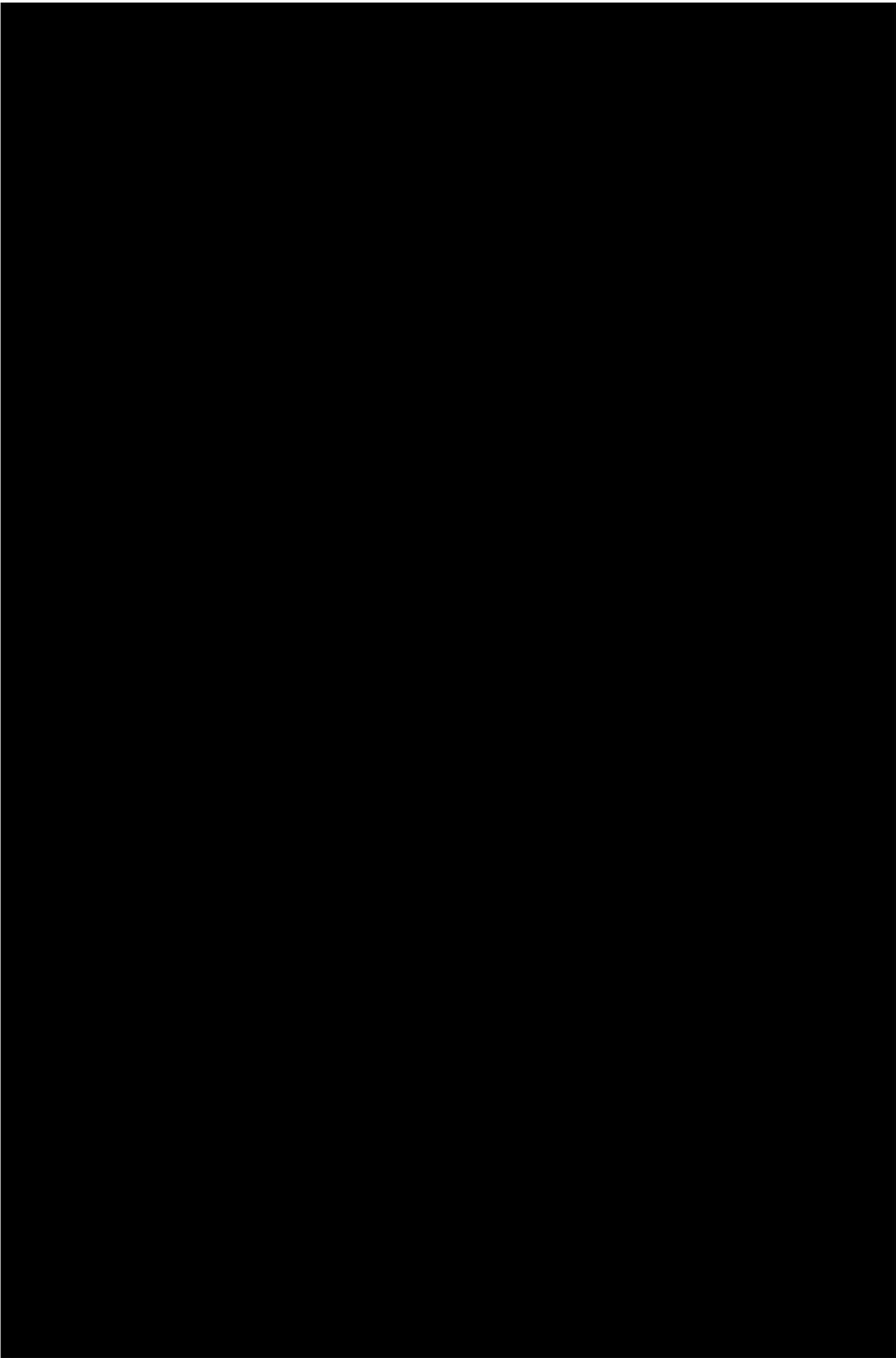


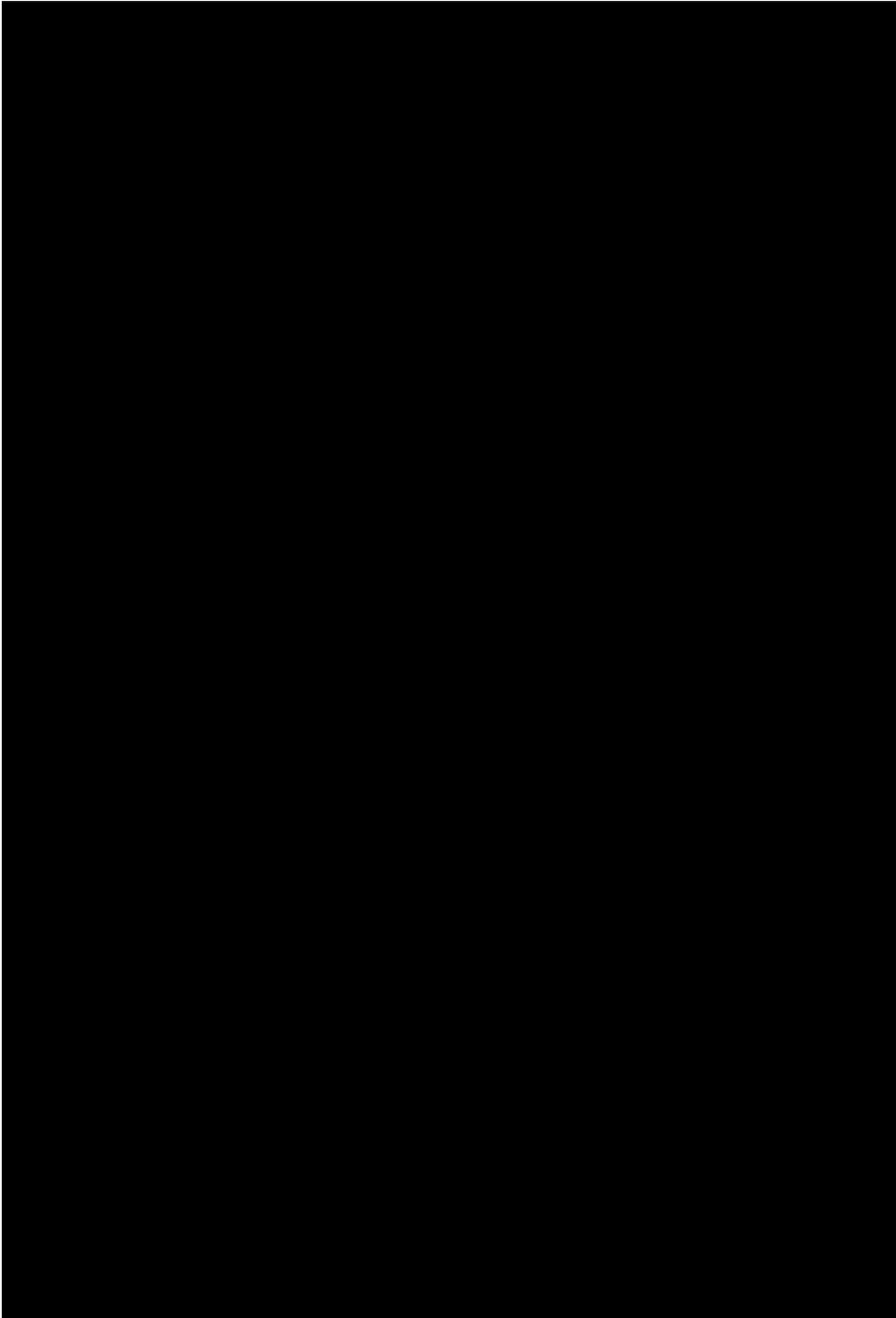


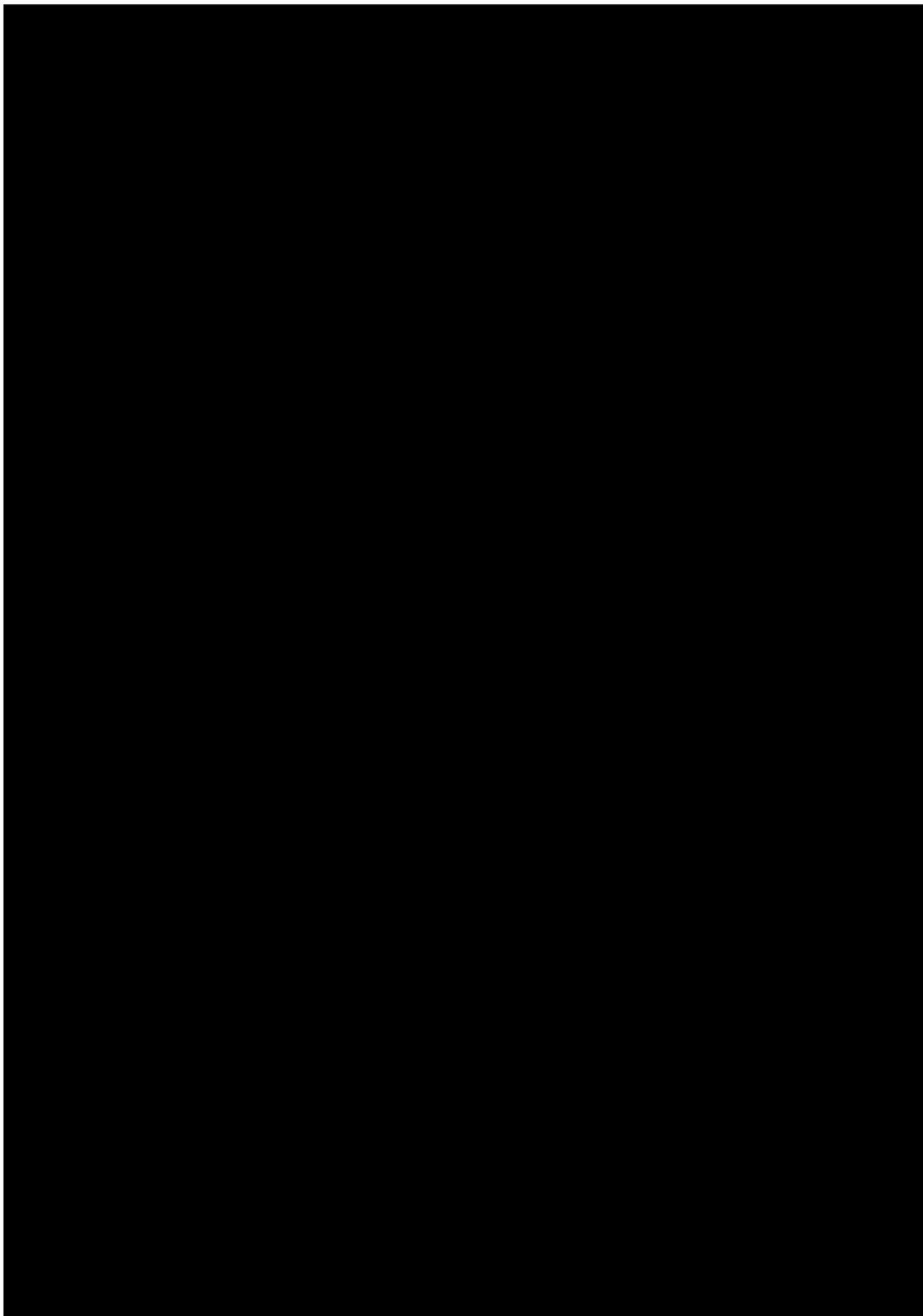


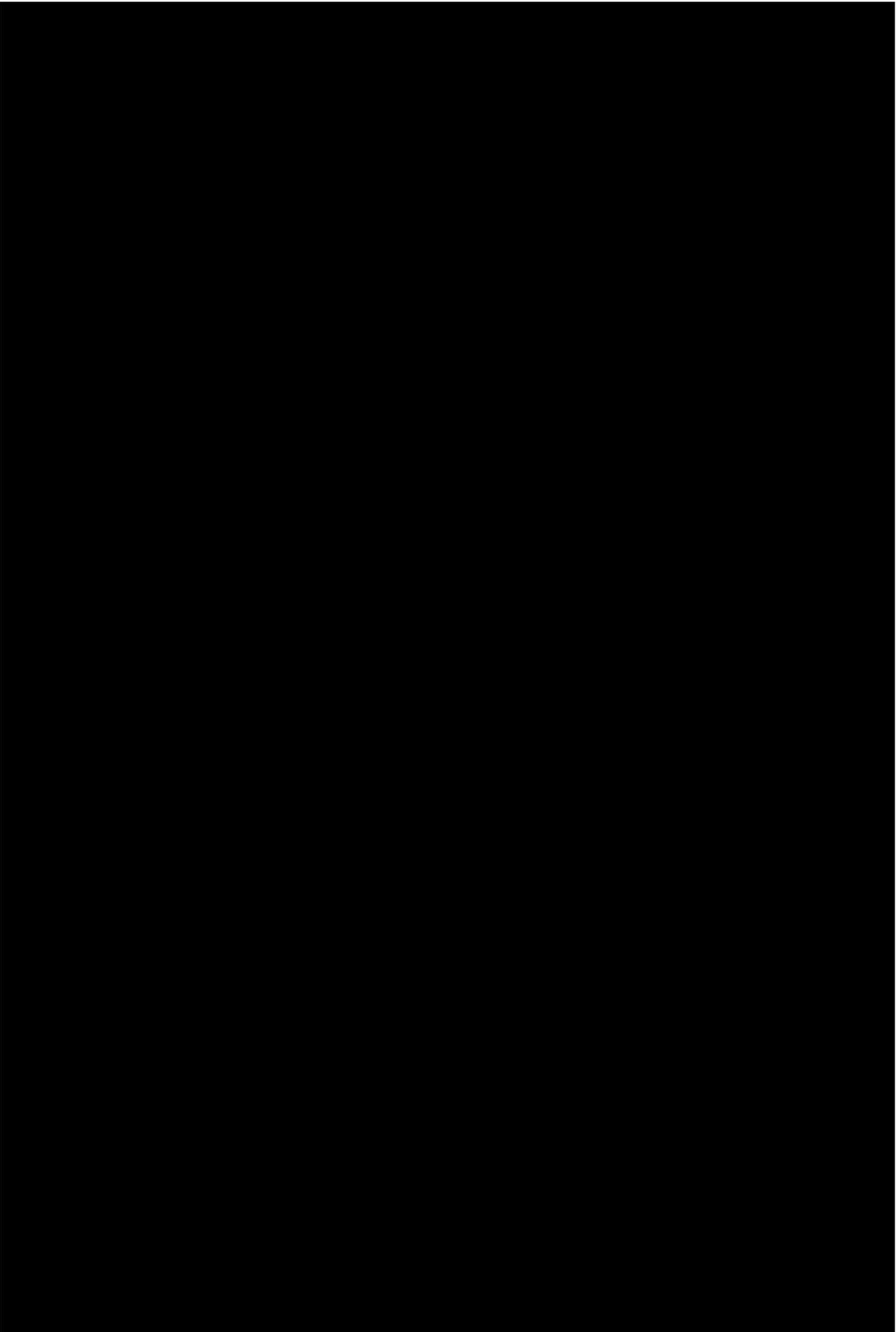


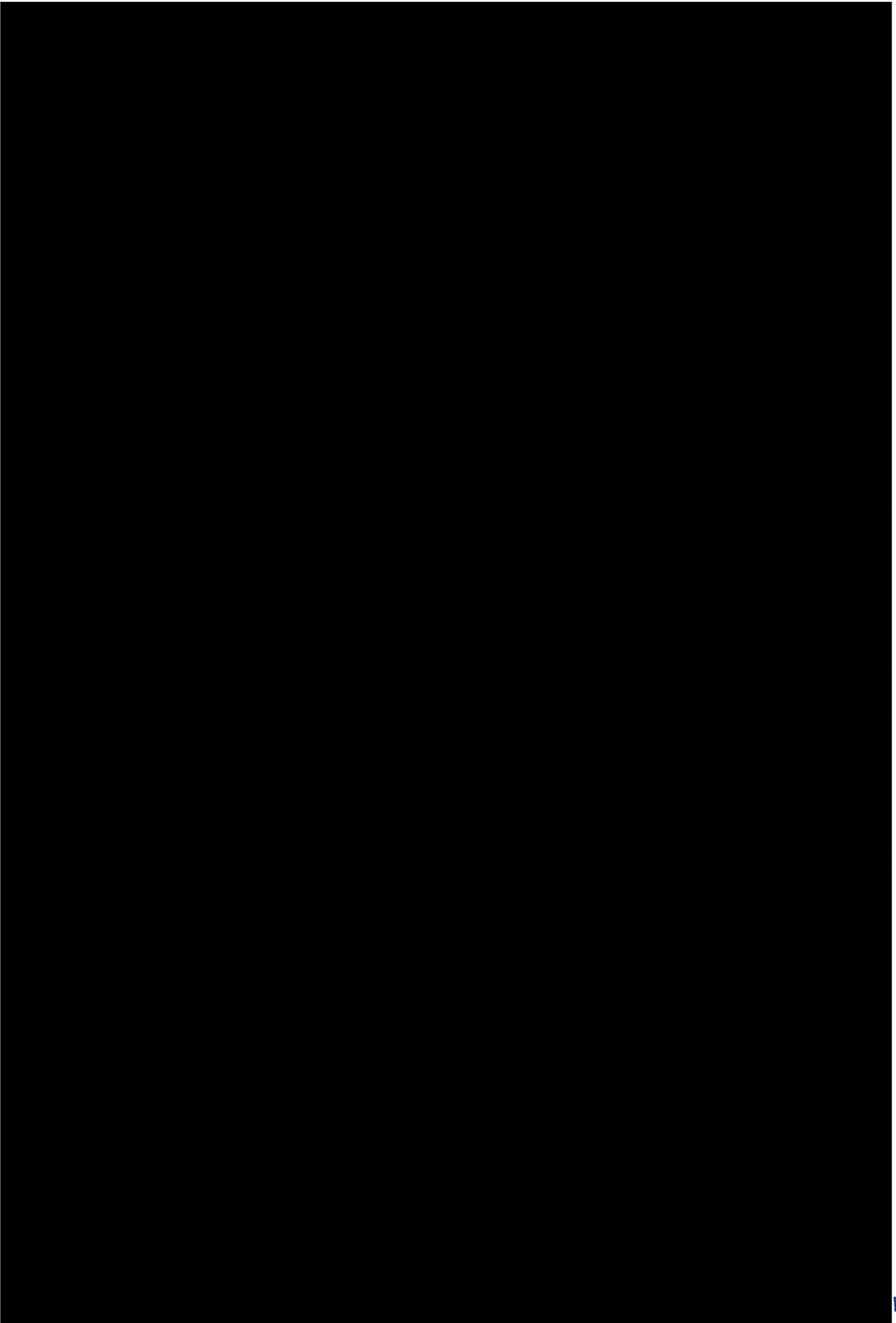


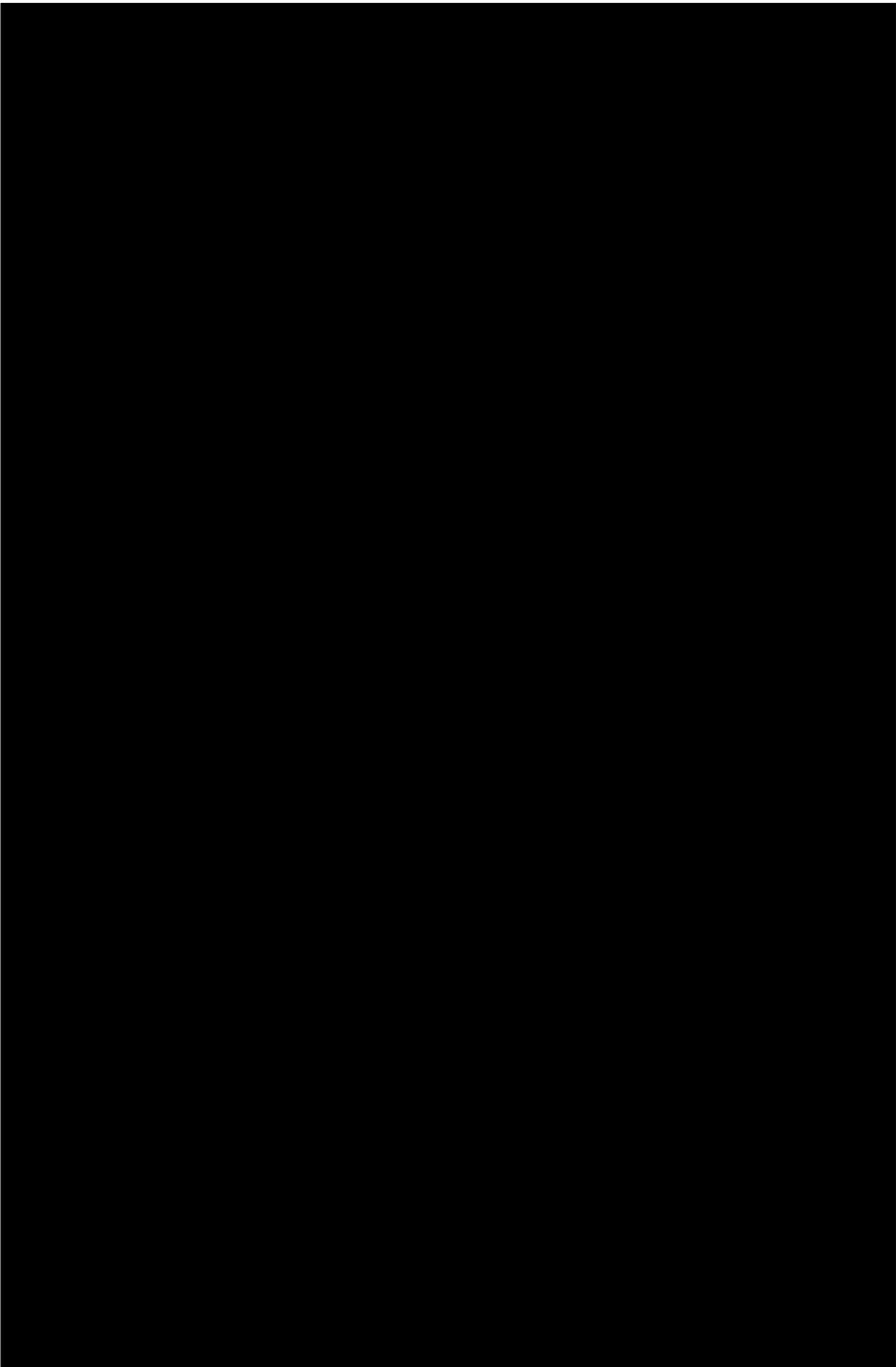


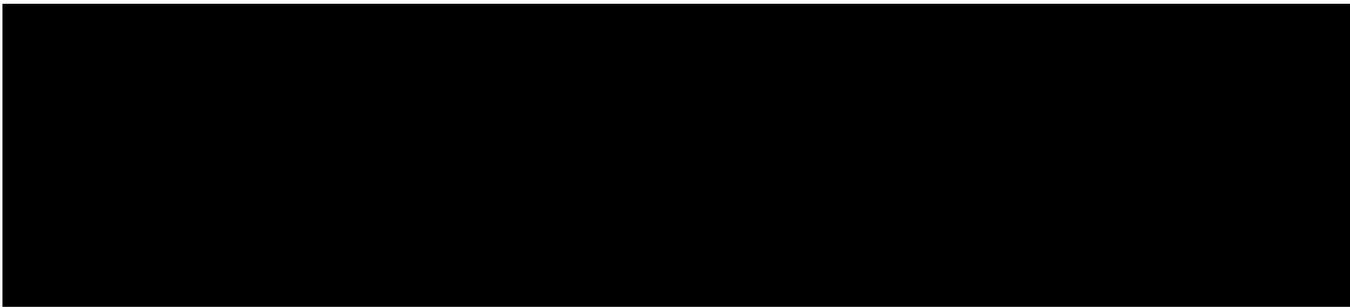












SCHEDULE D8. – REQUIREMENTS OF ADJOINING PROPERTY EASEMENTS

(Clause 13)

1. NO LIMITATION ON CONTRACT

Nothing in this Schedule D8 limits the Principal's rights or affects the PS Contractor's obligations under any clause of this deed.

2. ADJOINING PROPERTY EASEMENTS

(a) The PS Contractor acknowledges that the Principal:

(i) has acquired the following Adjoining Property Easements:

- (A) Easement for Rock Anchors over part Lot 1 in Deposited Plan 516988 – 294-294B Pitt Street, Sydney (Gazette Notice No. 14 dated Friday, 9 February 2018);
- (B) Easement for Safety Structure over part Lot 1 in Deposited Plan 516988 – 294-294B Pitt Street, Sydney (Gazette Notice No. 33 dated Friday, 23 March 2018);
- (C) Easement for Safety Structure over part Common Property in Strata Plan 74745 – 137-139 Bathurst Street, Sydney (Gazette Notice No. 22 dated Friday, 23 February 2018);
- (D) Easement for Rock Anchors over part Common Property in Strata Plan 74745 – 137-139 Bathurst Street, Sydney (Gazette Notice No. 77 dated Friday, 10 August 2018);
- (E) Easements for Rock Anchors over:
 - (aa) that part of Pitt Street, Sydney, Park Street, Sydney and Castlereagh Street, Sydney shown marked "(E1)" on Plan of Acquisition Surveyors Reference DP15-002-EMTS, a copy of which is set out in Schedule 3 of Gazette Notice No. 111 dated Friday, 29 September 2017;
 - (bb) that part of Bathurst Street, Sydney shown marked "(E2)" on Plan of Acquisition Surveyors Reference DP15-002-EMTS, a copy of which is set out in Schedule 3 of Gazette Notice No. 111 dated Friday, 29 September 2017; and
 - (cc) that part of Pitt Street, Sydney shown marked "(E3)" on Plan of Acquisition Surveyors Reference DP15-002-EMTS, a copy of which is set out in Schedule 3 of Gazette Notice No. 111 dated Friday, 29 September 2017;
- (F) Easement for Safety Structure over part Common Property in Strata Plan 51077 – 308 Pitt Street, Sydney (Gazette Notice No. 120 dated Friday, 9 November 2018);
- (G) Easement for Safety Structure over part Common Property in Strata Plan 51077 – 308 Pitt Street, Sydney (Gazette Notice No. 120 dated Friday, 9 November 2018);

- (H) Easement for Rock Anchors over part Common Property in Strata Plan 68274 — 248A-250 Pitt Street, Sydney (Gazette Notice No. 32 dated Wednesday, 10 April 2019);
 - (I) Easement for Rock Anchors over part Common Property in Strata Plan 51077 — 308 Pitt Street, Sydney (Gazette Notice No. 55 dated Friday, 31 May 2019); and
 - (J) Easement for Rock Anchors over part Common Property in Strata Plan 74745— 137-139 Bathurst Street, Sydney (Gazette Notice No. 55 dated Friday, 31 May 2019); and
- (ii) may acquire further Adjoining Property Easements.
- (b) The PS Contractor:
- (i) must, in performing the PS Contractor's Activities:
 - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Adjoining Property Easement as if it were named as the Principal in each Adjoining Property Easement, so as to ensure that the Principal is able to fully meet those obligations under each Adjoining Property Easement or otherwise at law except to the extent that the relevant tables below:
 - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - (bb) limits the PS Contractor's obligation in respect of that obligation, condition or requirement; and
 - (B) comply with and fulfil any conditions, obligations or requirements allocated to the PS Contractor in this Schedule D8 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(b)(i)(A) of this Schedule D8;
 - (ii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the relevant tables below;
 - (iii) may only exercise the Principal's discretions or rights under any Adjoining Property Easement:
 - (A) in accordance with this clause 2 of Schedule D8; or
 - (B) otherwise with the Principal's prior written consent (which must not be unreasonably withheld or delayed); and
 - (iv) may, subject to clause 2(b)(i) of this Schedule D8, exercise the Principal's right to obtain access to an Adjoining Property under an Adjoining Property Easement, and all other rights under an Adjoining Property Easement, for the purpose of carrying out the PS Contractor's Activities.
- (c) Where an Adjoining Property Easement provides that:
- (i) the Principal must; or
 - (ii) the Principal must ensure that the PS Contractor will,

do something or comply with an obligation, the PS Contractor must, in performing the PS Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation.

(d) Where an Adjoining Property Easement provides for the Principal to provide a document, notice or information to an Adjoining Owner, the PS Contractor must:

(i) subject to clause 2(d)(ii) of this Schedule D8, provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review, comment on and approve the document, notice or information and provide the document, notice or information to an Adjoining Owner within the time period required by the Adjoining Property Easement; and

(ii) for the purpose of:

(A) clause 1.2(b)(i) of the Easement for Safety Structure over part Lot 1 in Deposited Plan 516988 — 294-294B Pitt Street, Sydney (Gazette Notice No. 33 dated Friday, 23 March 2018);

(B) clause 1.2(b)(i) of the Easement for Safety Structure over part Common Property in Strata Plan 74745 — 137-139 Bathurst Street, Sydney (Gazette Notice No. 22 dated Friday, 23 February 2018);

(C) clause 1.2(b)(i) of the Easement for Safety Structure over part Common Property in Strata Plan 51077 — 308 Pitt Street, Sydney (Gazette Notice No. 120 dated Friday, 9 November 2018);

(D) clause 1.2(b)(i) of the Easement for Safety Structure over part Common Property in Strata Plan 51077 — 308 Pitt Street, Sydney (Gazette Notice No. 120 dated Friday, 9 November 2018); and

(E) clause 1.2(c) of the Easement for Rock Anchors over part Common Property in Strata Plan 68274 — 248A-250 Pitt Street, Sydney (Gazette Notice No. 32 dated Wednesday, 10 April 2019);

(F) clause 1.2(c) of the Easement for Rock Anchors over part Common Property in Strata Plan 51077 — 308 Pitt Street, Sydney (Gazette Notice No. 55 dated Friday, 31 May 2019);

(G) clause 1.2(c) of the Easement for Rock Anchors over part Common Property in Strata Plan 74745 — 137-139 Bathurst Street, Sydney (Gazette Notice No. 55 dated Friday, 31 May 2019); and

(H) clauses 2.2(b)(i) and 3.2(b)(i) of the Pro-forma Adjoining Property Easement,

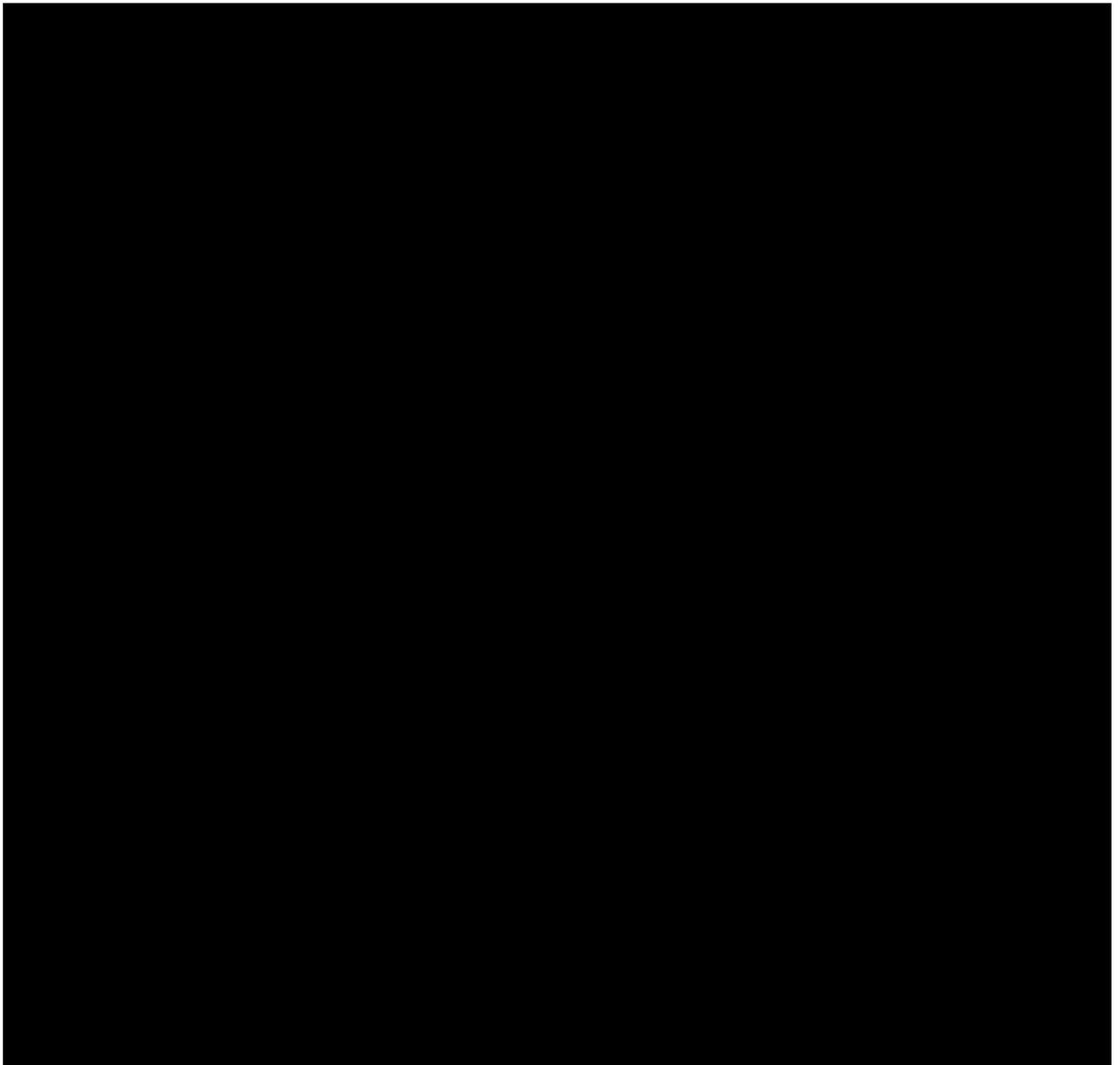
submit the documentation directly to the Adjoining Owner with a copy to the Principal.

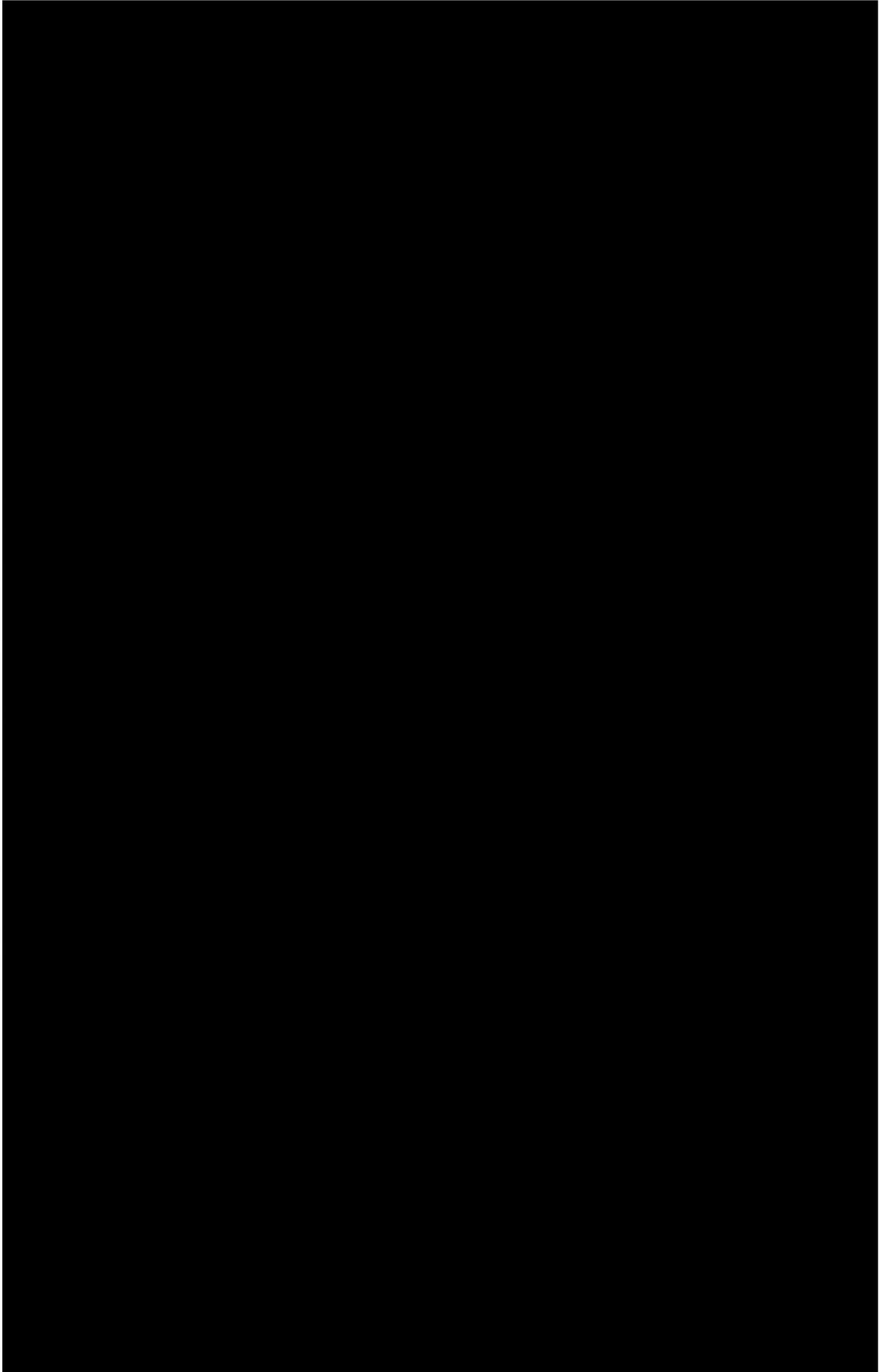
(e) The PS Contractor must, in carrying out the PS Contractor's Activities:

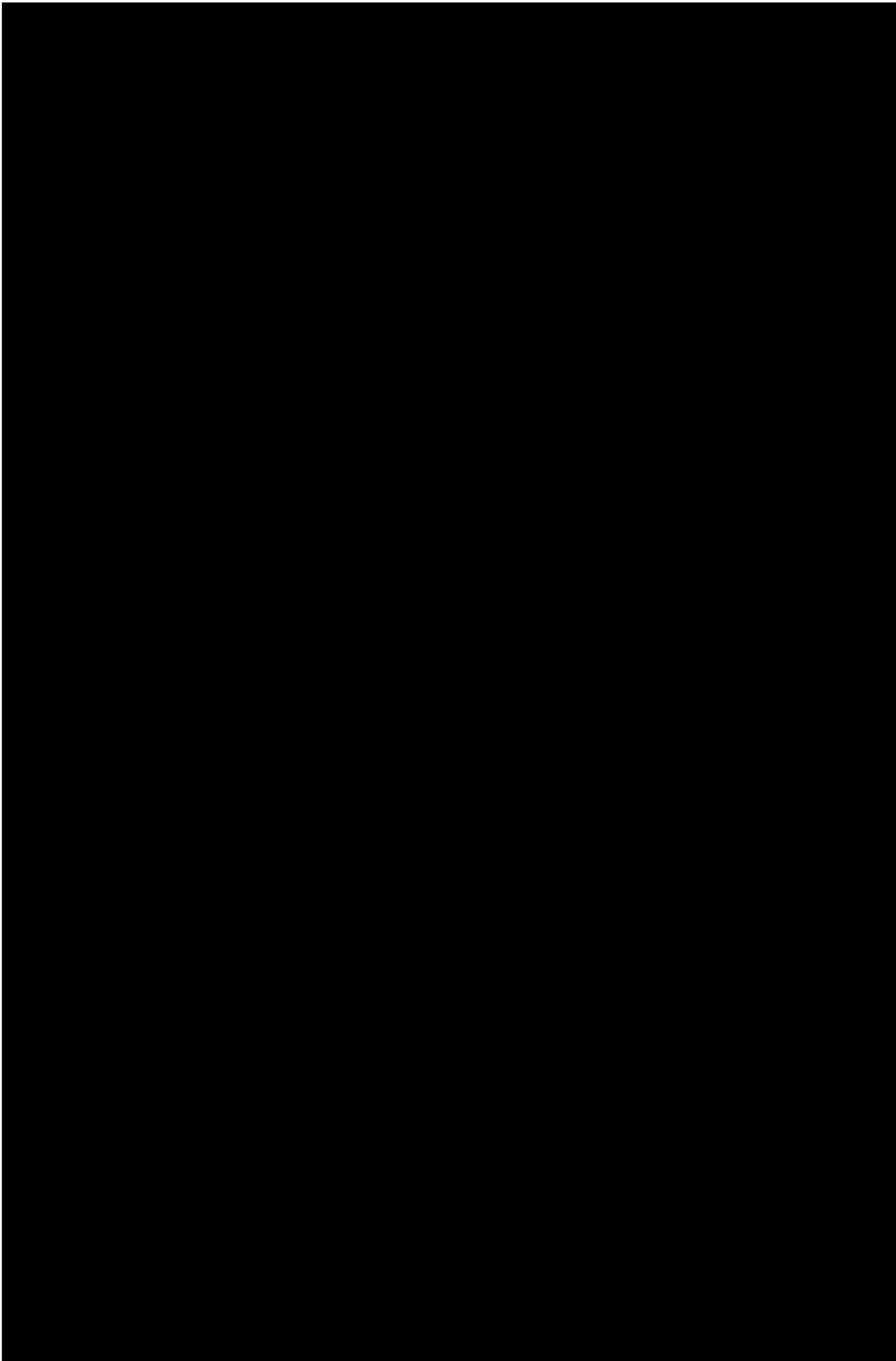
(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Adjoining Property Easement or other requirements of each Adjoining Owner;

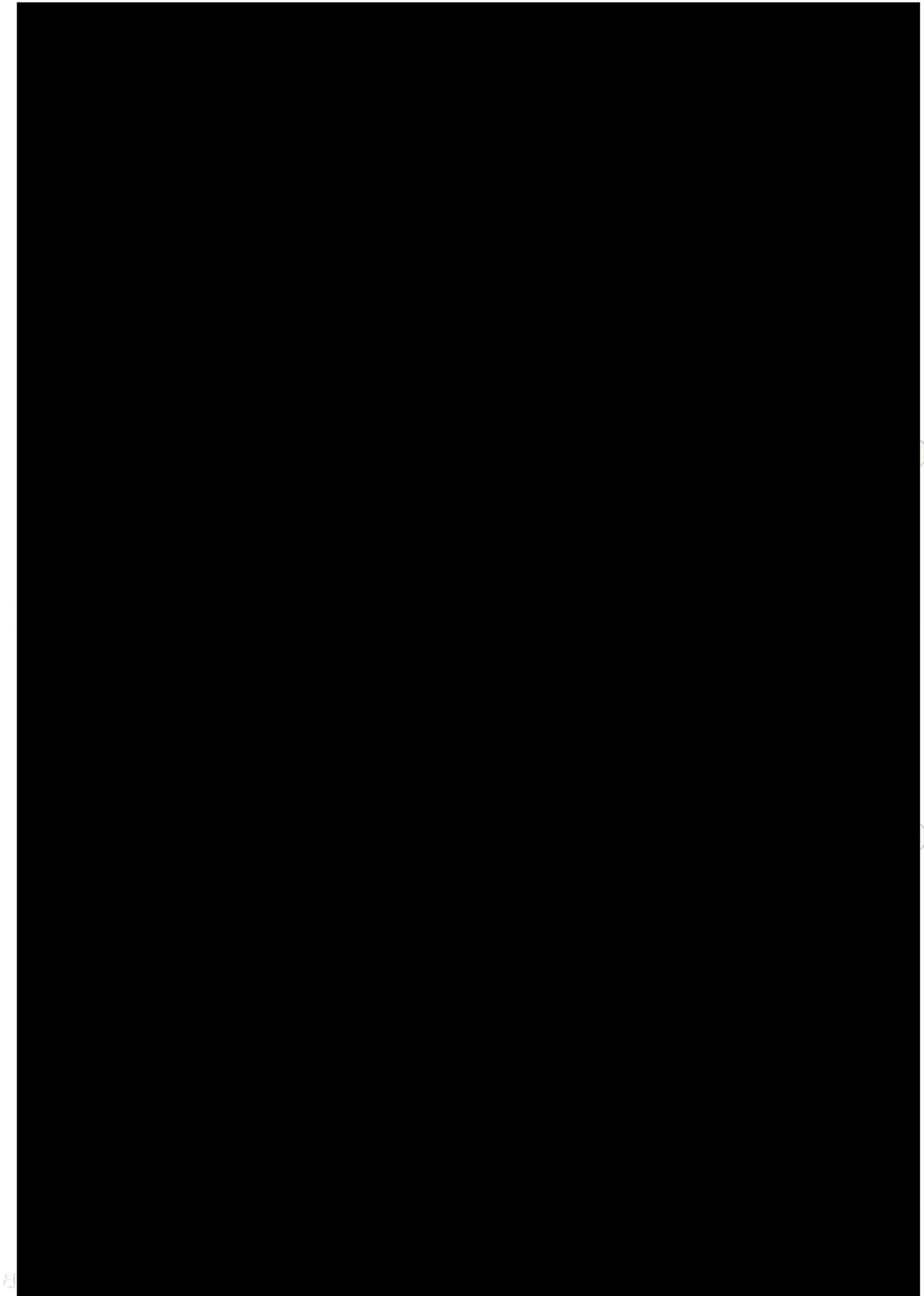
- (ii) ensure that no act or omission of the PS Contractor constitutes, causes or contributes to any breach by the Principal of its obligations under any Adjoining Property Easement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of each Adjoining Property Easement.
- (f) Nothing in any Adjoining Property Easement or this Schedule D8 limits the Principal's rights or the PS Contractor's obligations in relation to Substantial Completion, Completion or the rectification of Defects under this deed.
- (g) The parties agree that:
- (i) the PS Contractor must indemnify the Principal from and against any claim by any Adjoining Owner or third party or any Liability of the Principal to any Adjoining Owner or third party arising out of or in any way in connection with any Adjoining Property Easement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the PS Contractor's Activities:
 - (A) provided that the PS Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission, or a breach of contract, of the Principal or an agent of the Principal contributed to the Liability or claim; and
 - (B) except to the extent it is limited in this Schedule D8; and
 - (ii) to the extent that the PS Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the PS Contractor's liability for such Consequential Loss is limited to the extent the PS Contractor:
 - (A) recovers its liability for such Consequential Loss under a Principal Insurance policy; or
 - (B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a PS Contractor Insurance policy, or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:
 - (C) the operation of any policy retention, deductible or excess that the PS Contractor is required to bear under the terms of this deed;
 - (D) any act or omission of the PS Contractor or its Associates including any failure by the PS Contractor to:
 - (aa) diligently pursue a claim under the relevant policy of insurance;
 - (bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or
 - (cc) comply with its insurance obligations under this deed.
- (h) The Principal will be responsible for any compensation payable to an Adjoining Owner in respect of the acquisition of any Adjoining Property Easement.
- (i) Except as otherwise set out under this deed, the PS Contractor:

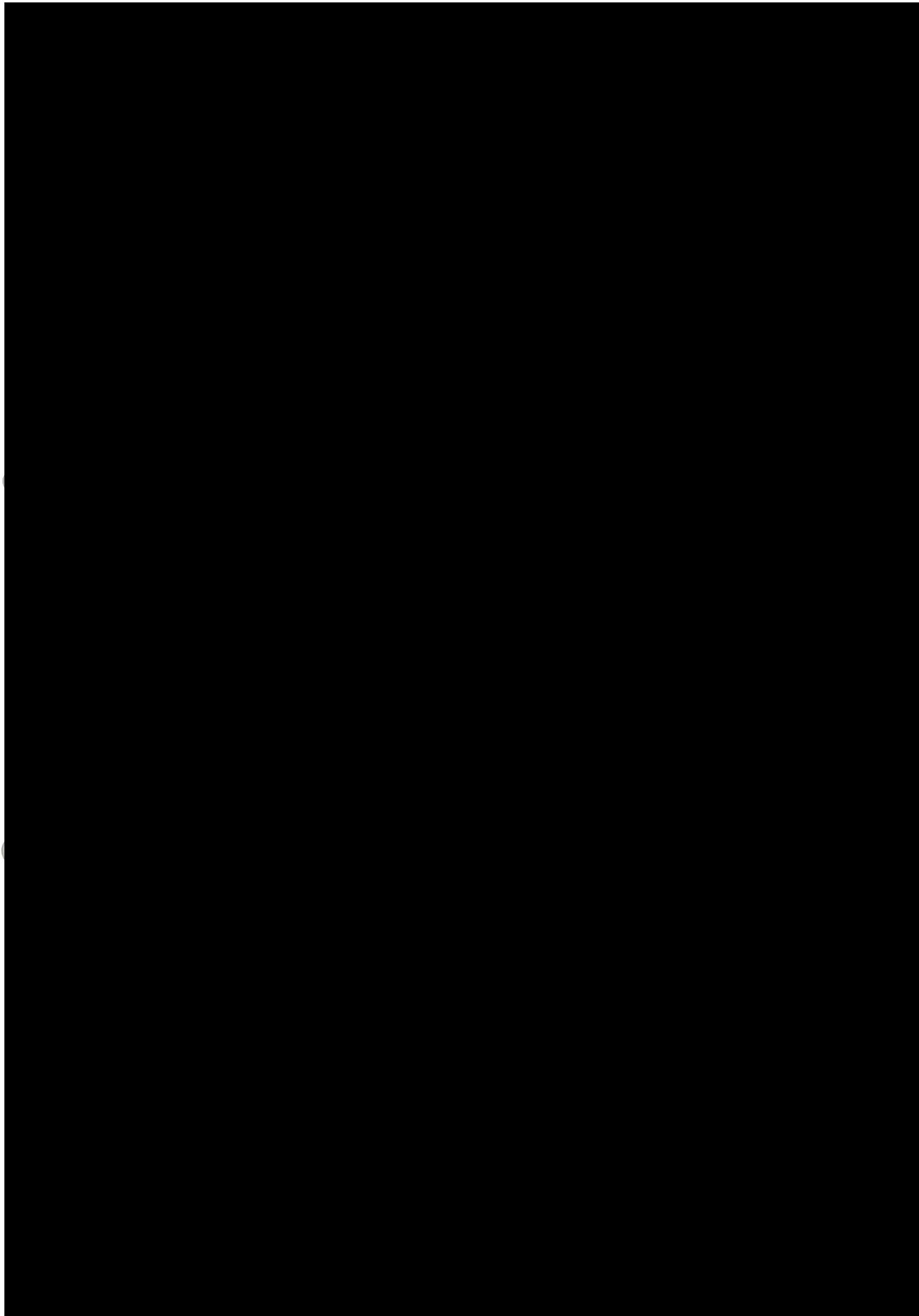
- (i) bears the full risk of:
 - (A) it complying with the obligations under this Schedule D8; and
 - (B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - (A) the risks referred to in clause 2(i)(i) of this Schedule D8; or
 - (B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property.
- (j) Terms used in the relevant tables below that are capitalised but are not defined in this deed have the same meaning as in the respective Adjoining Property Easements.

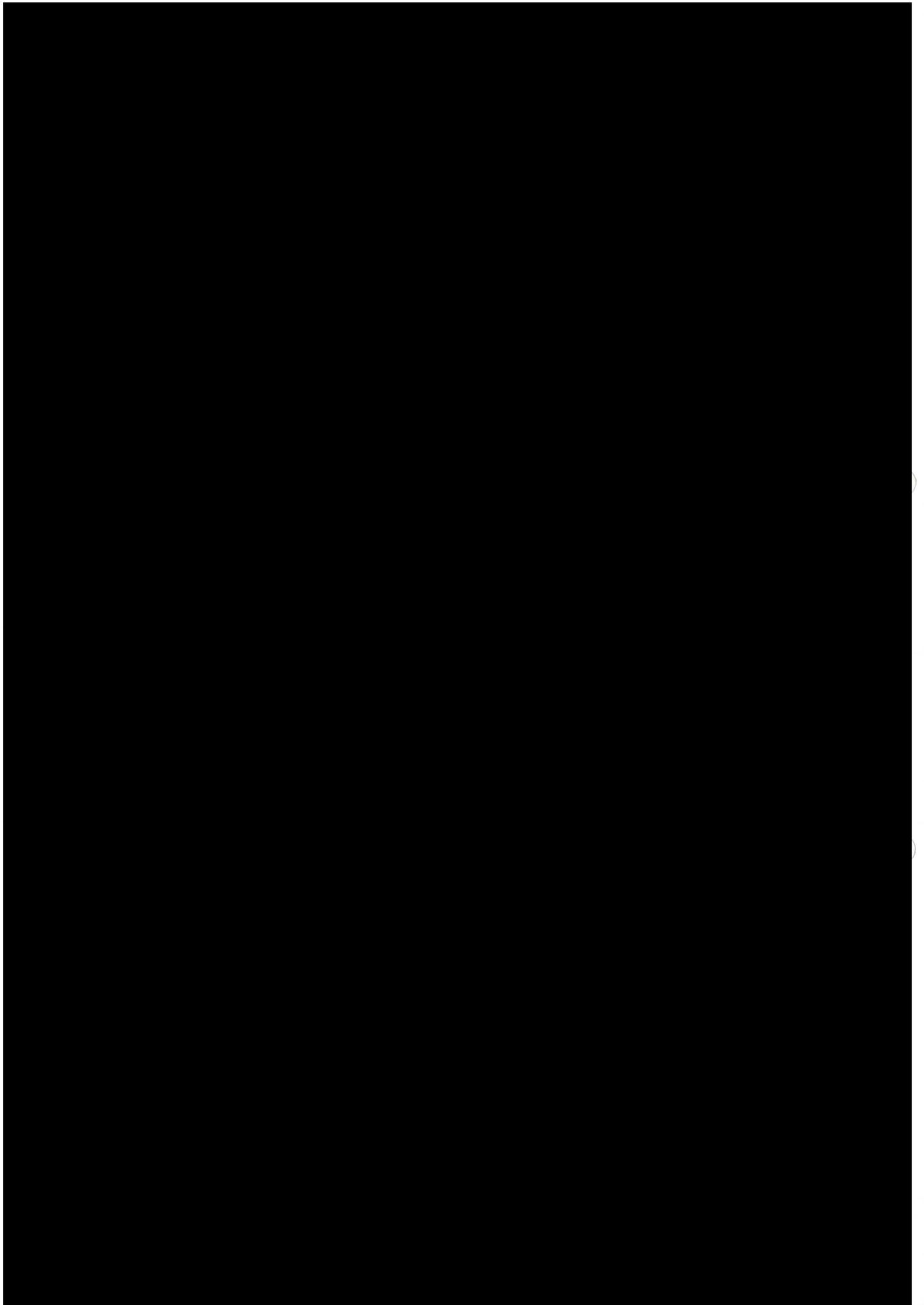


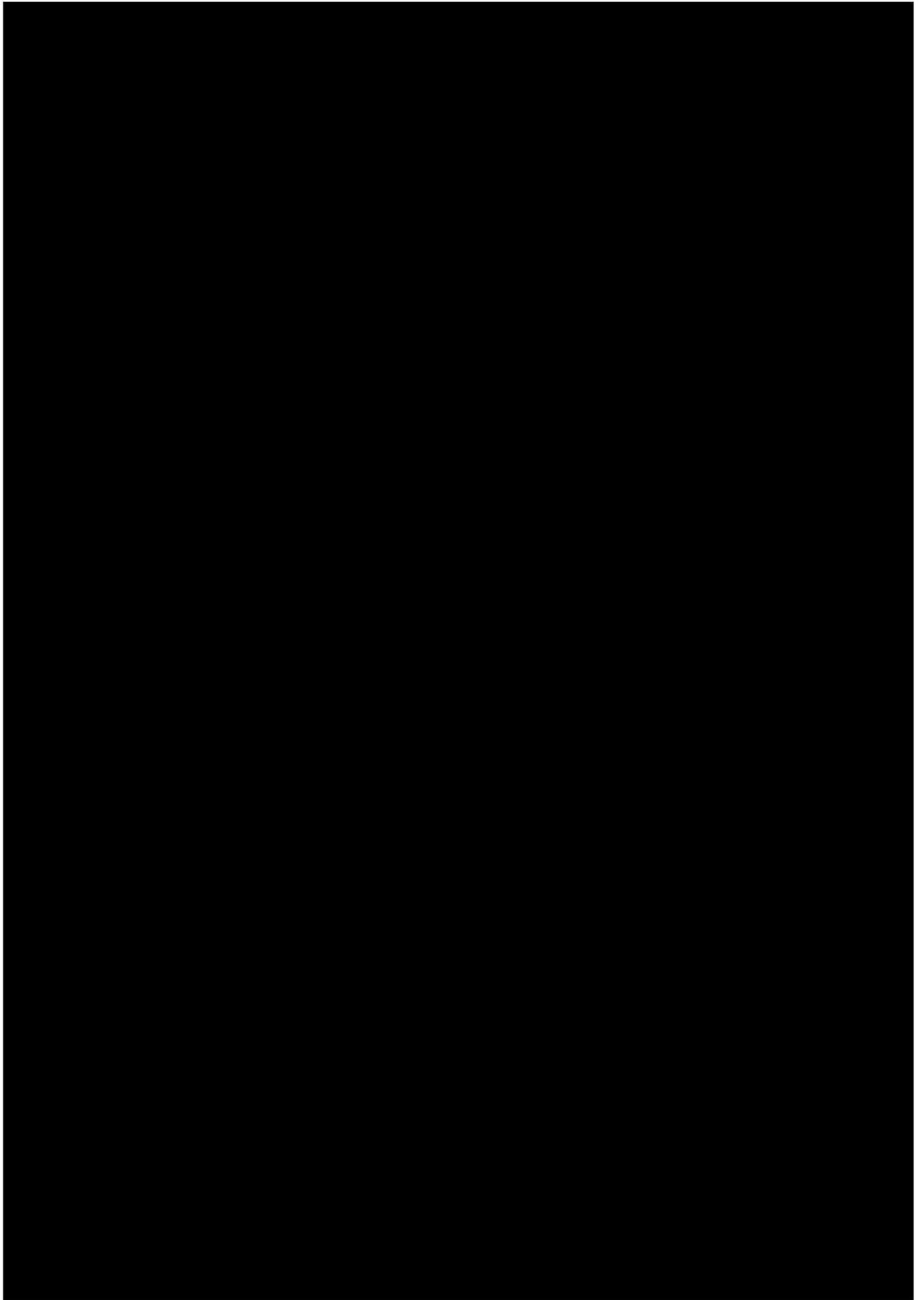






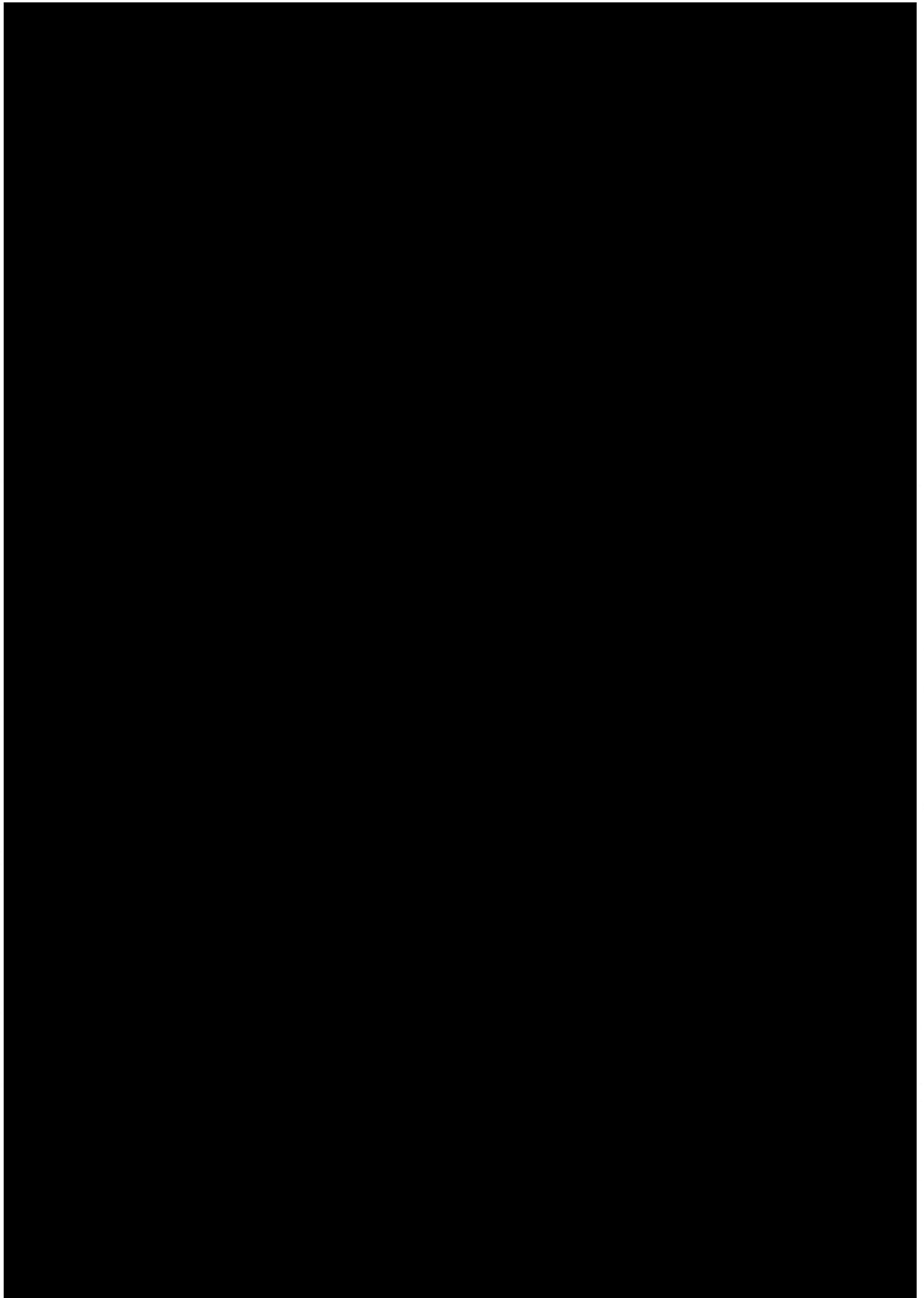


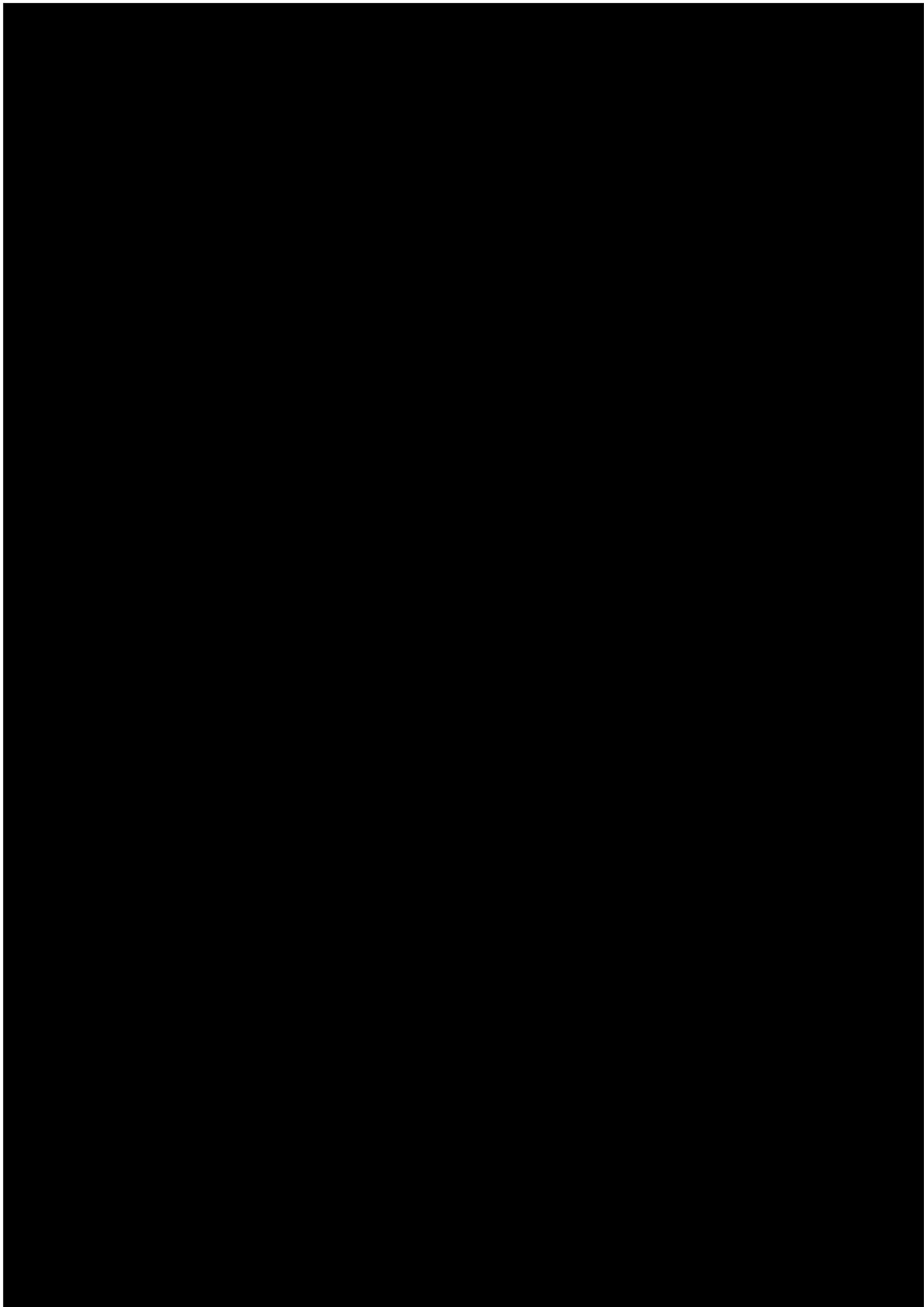


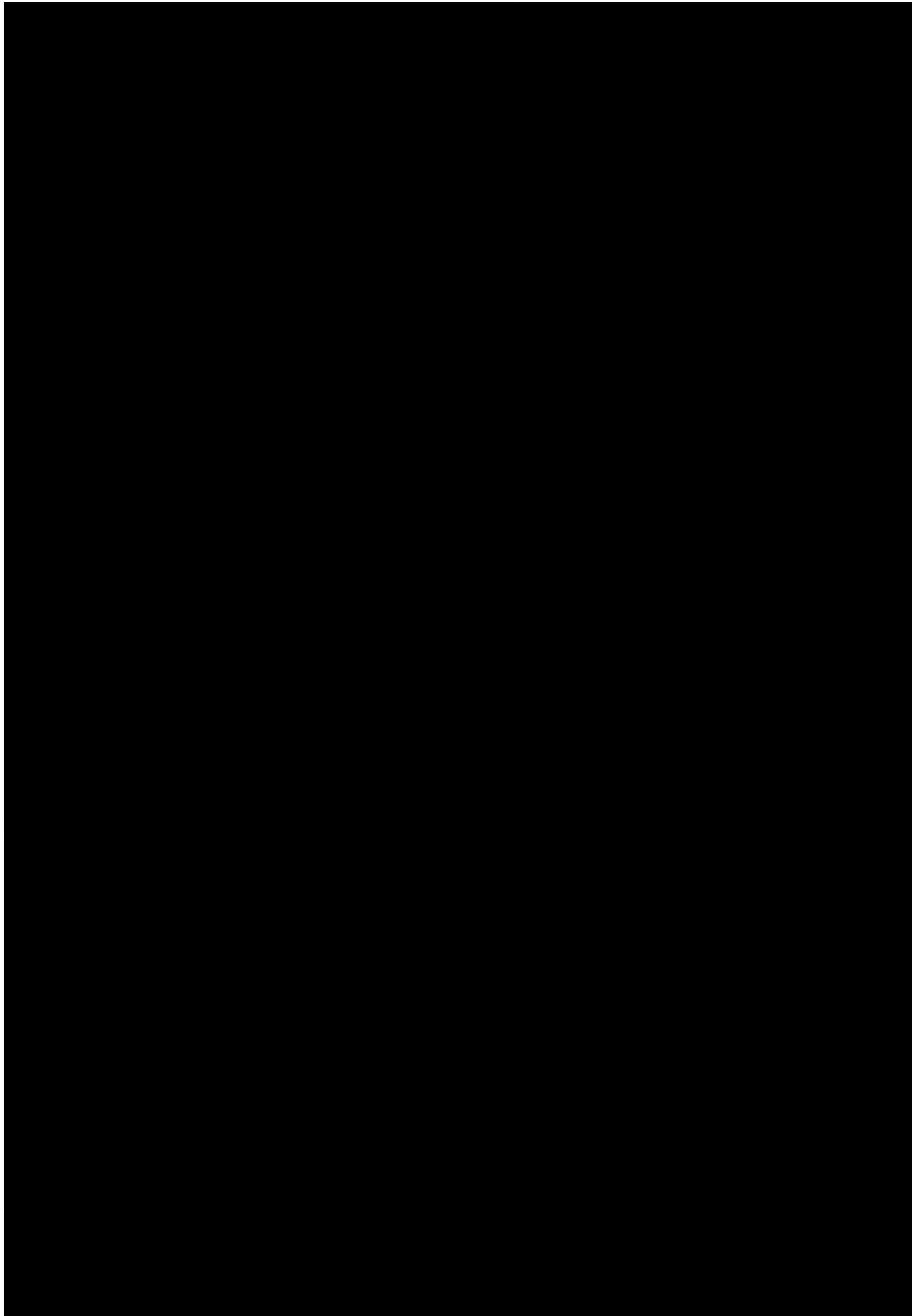


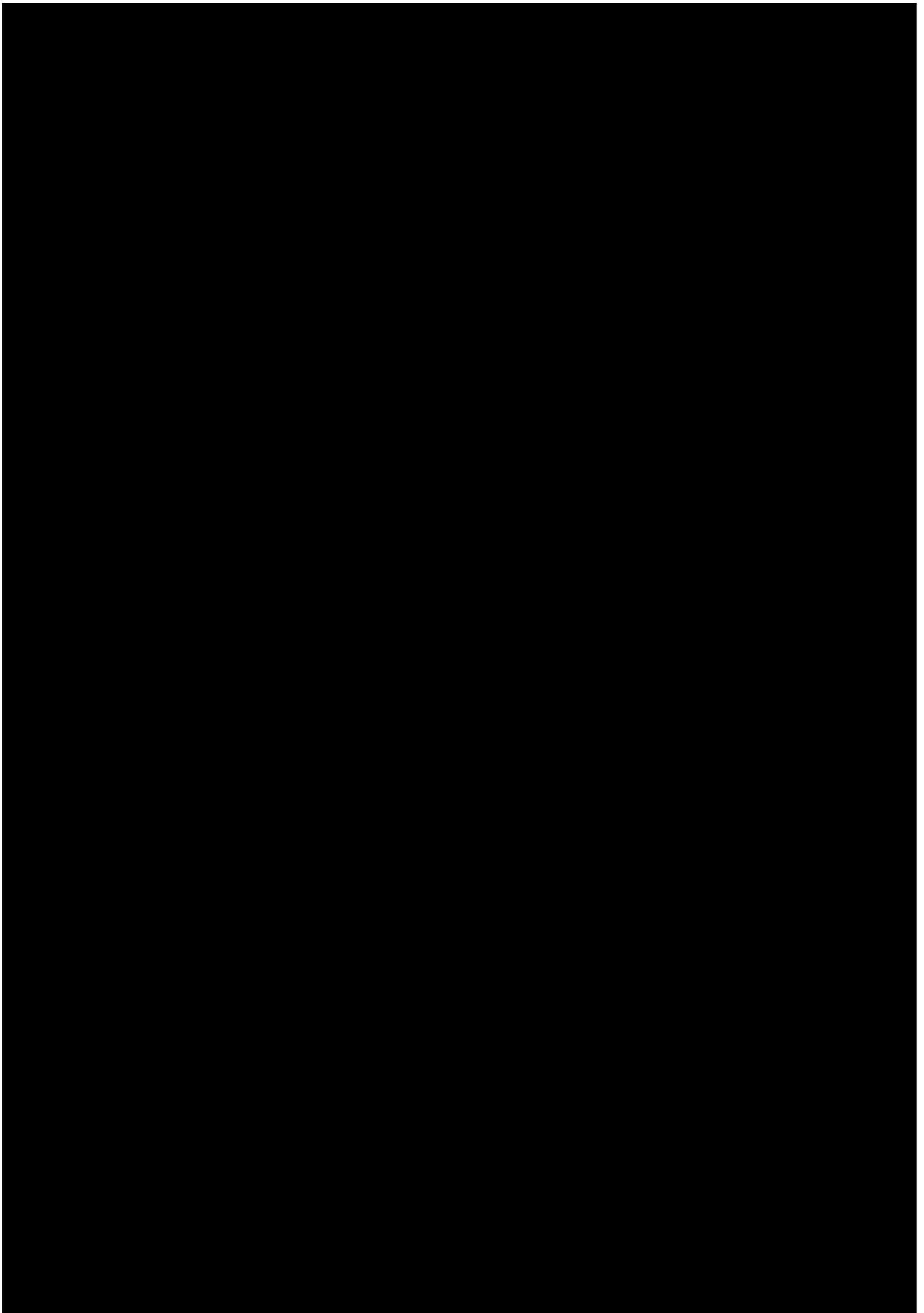
SCHEDULE D9. – PRO-FORMA ADJOINING PROPERTY OWNER AGREEMENT

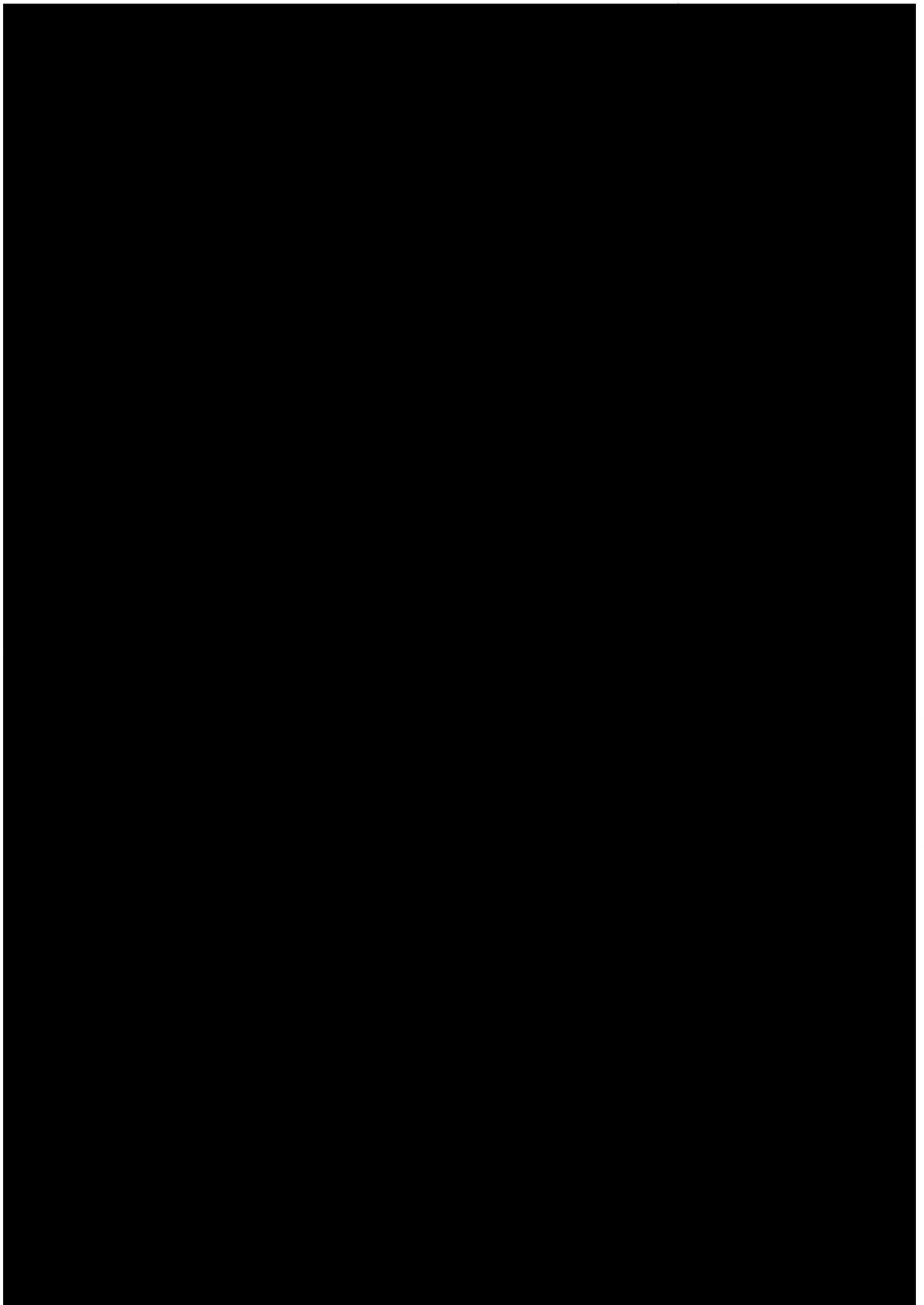
(Schedule A2 and clause 9.8 and clause 13)

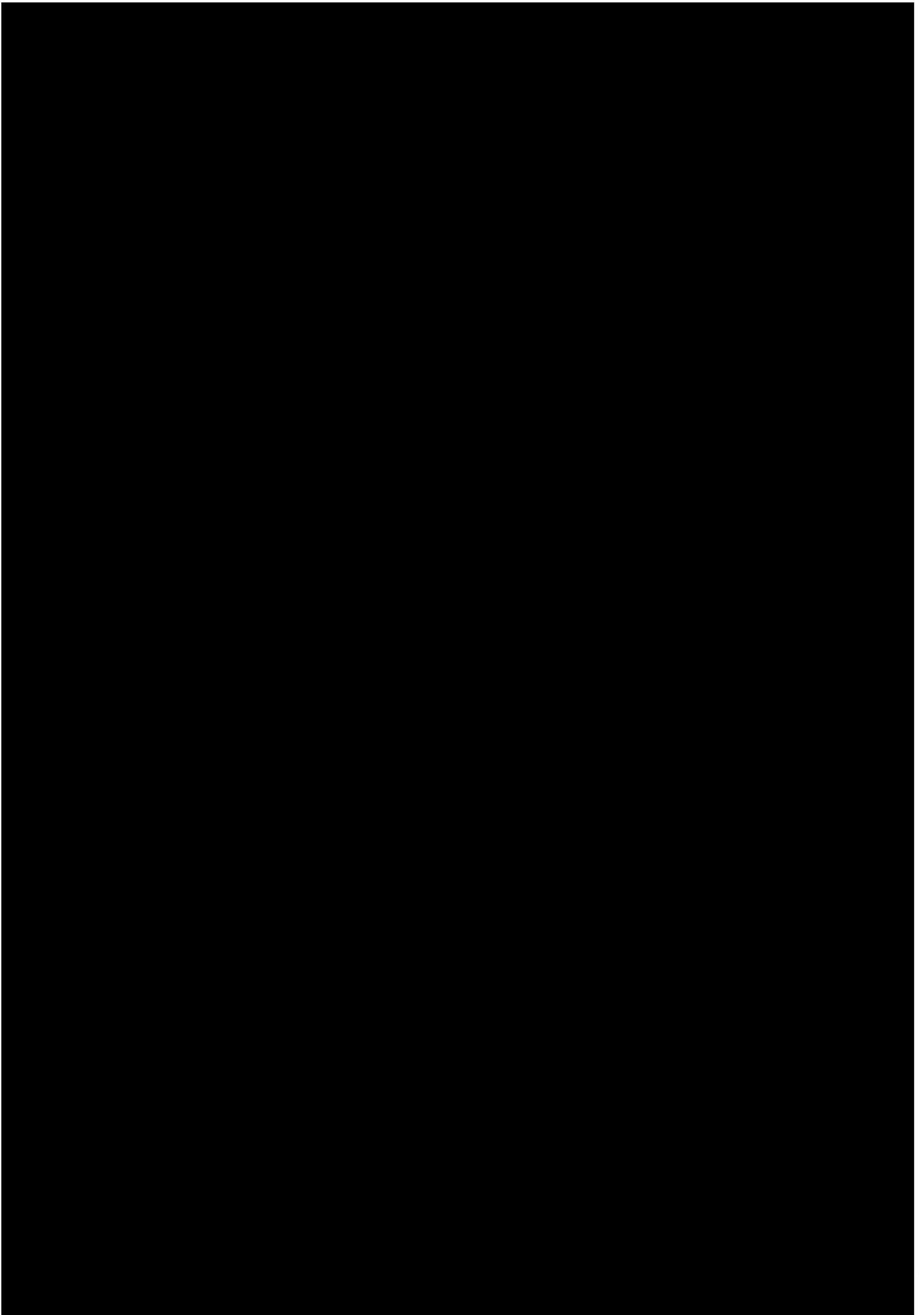


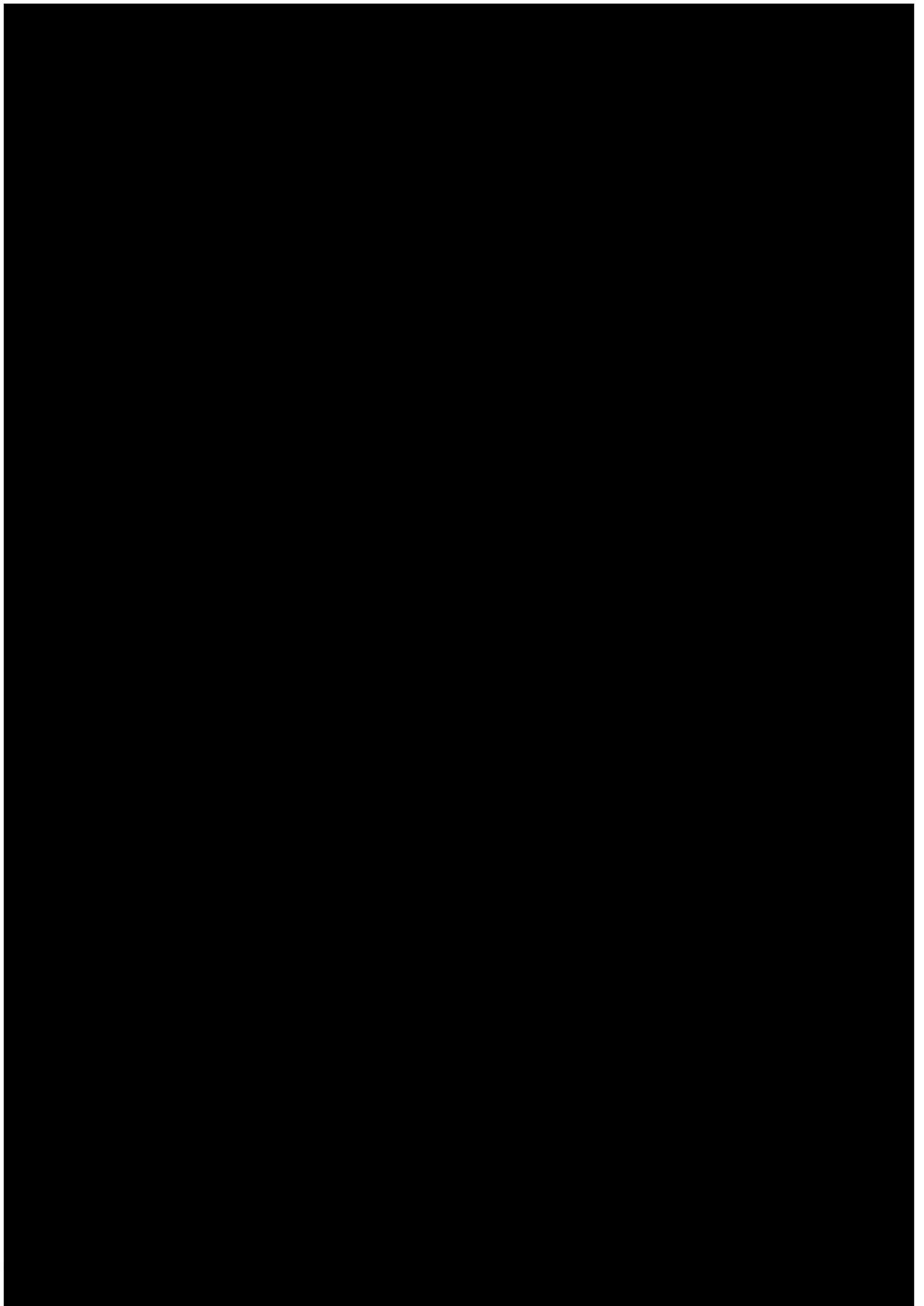


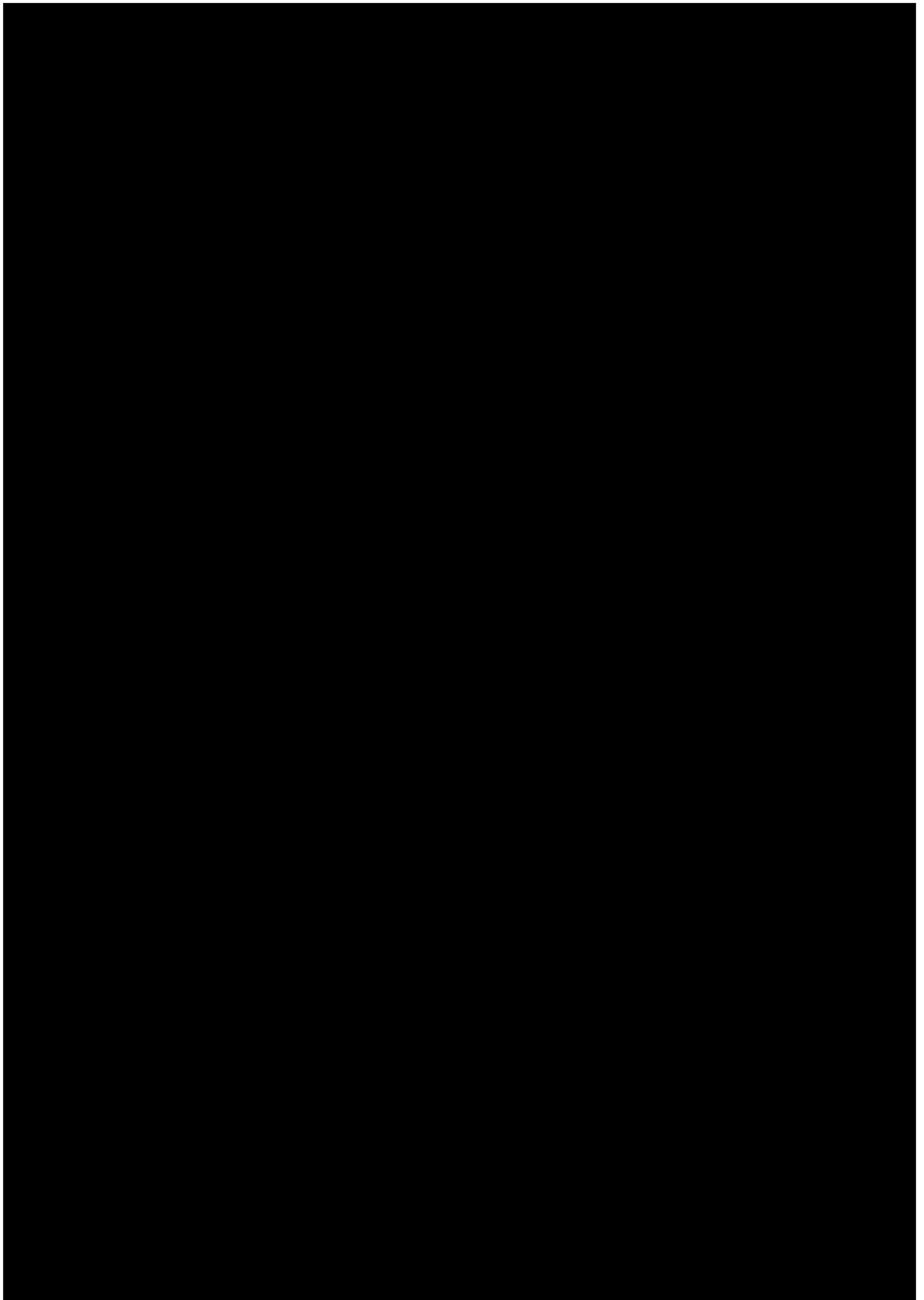


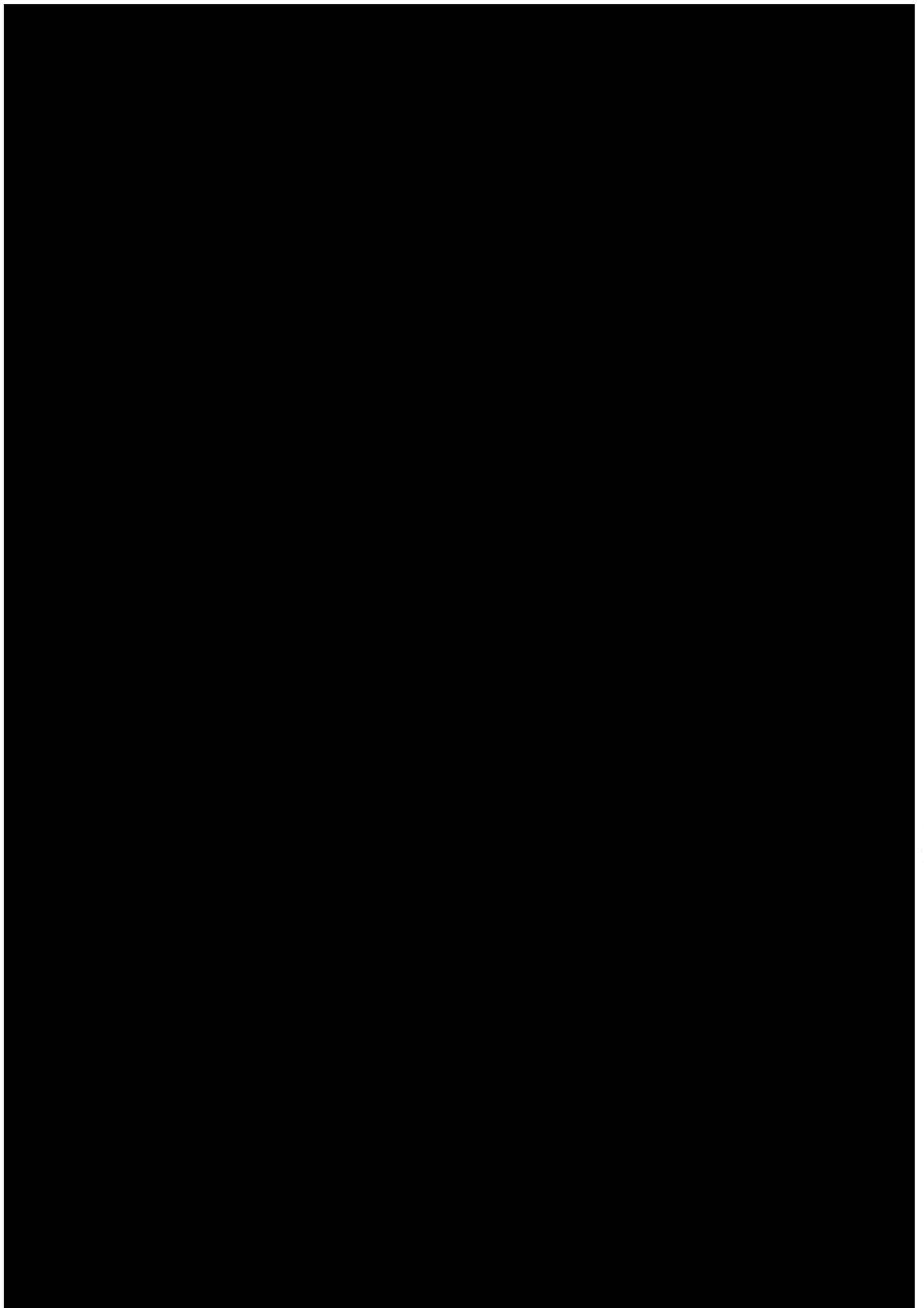


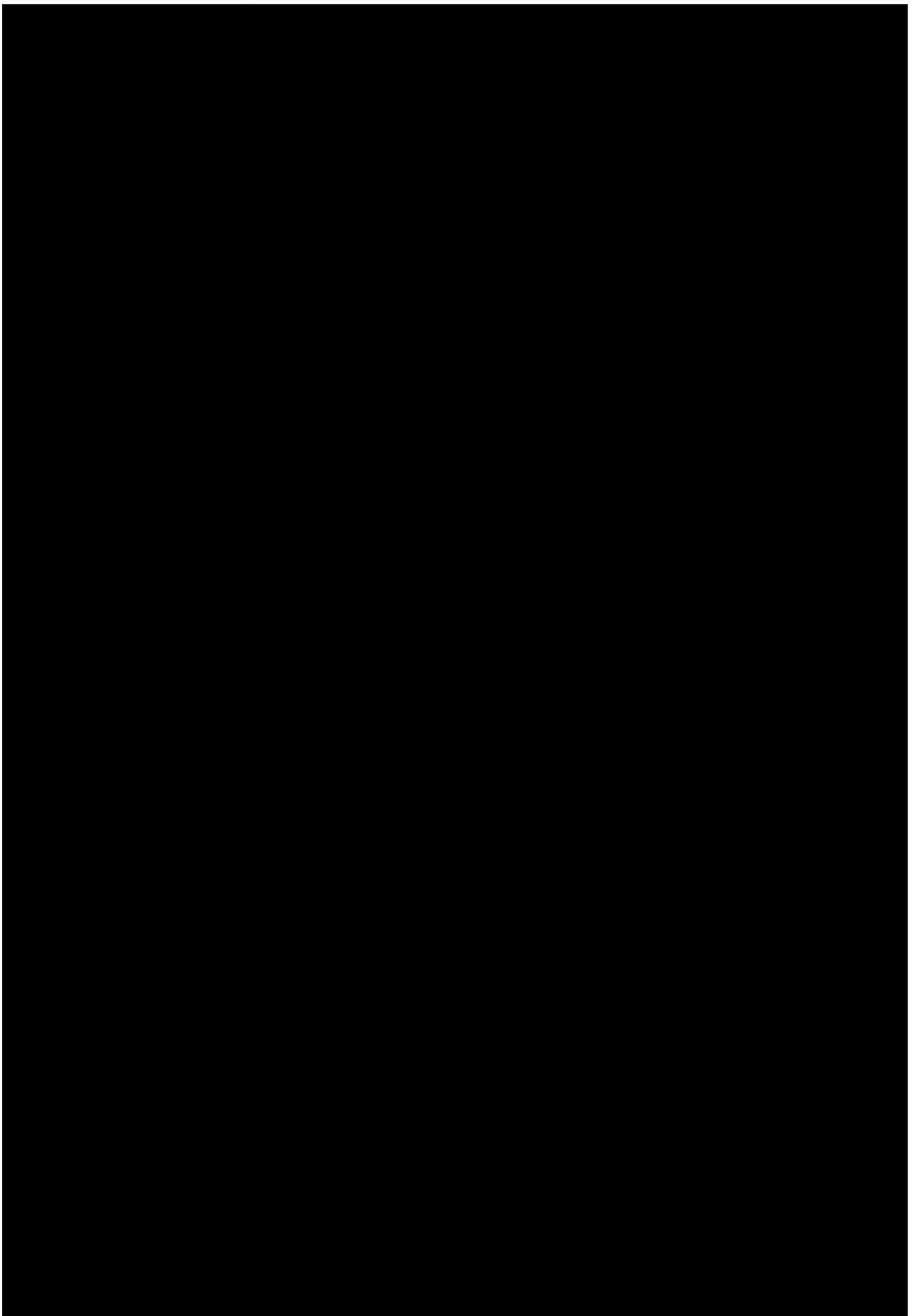


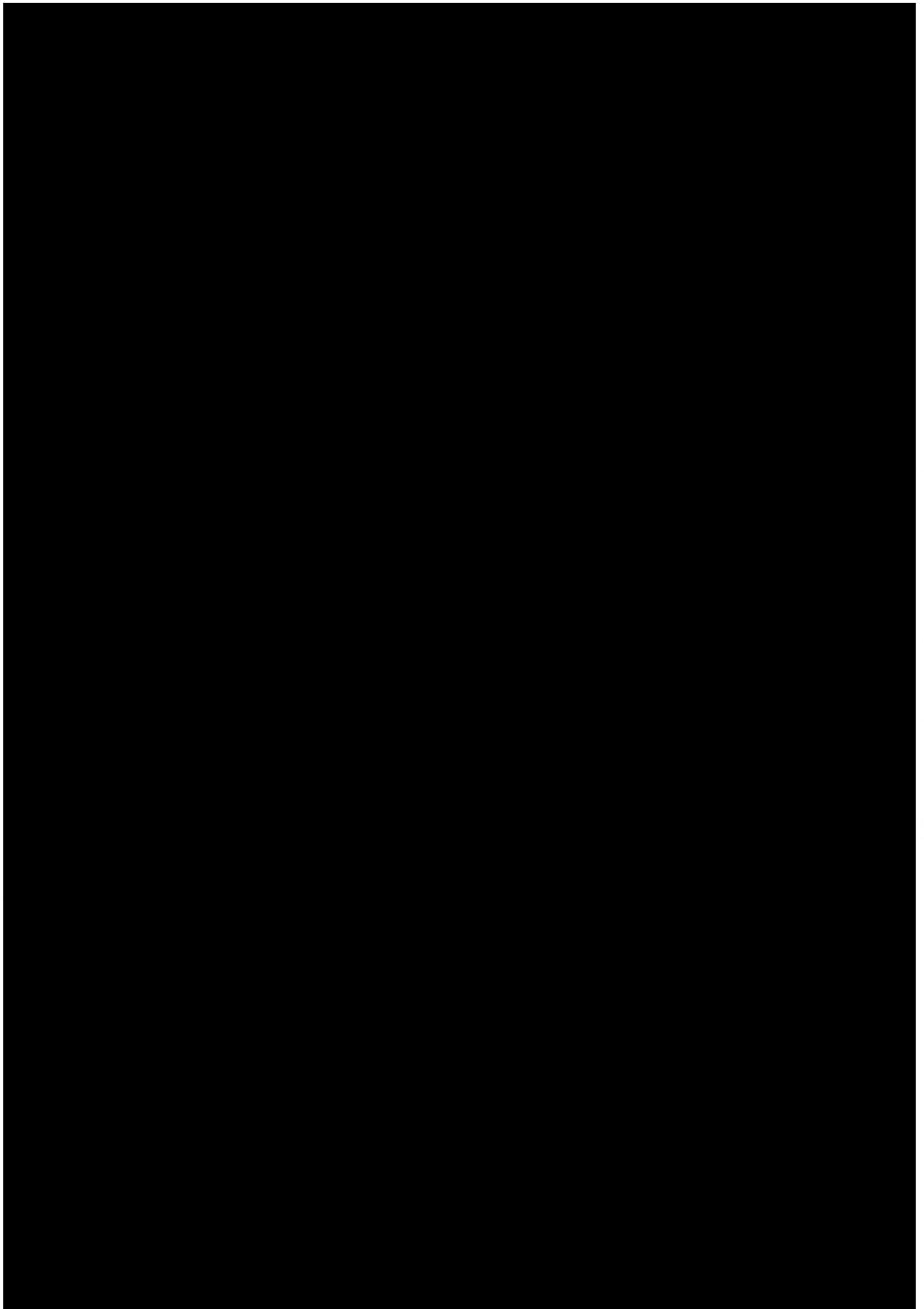


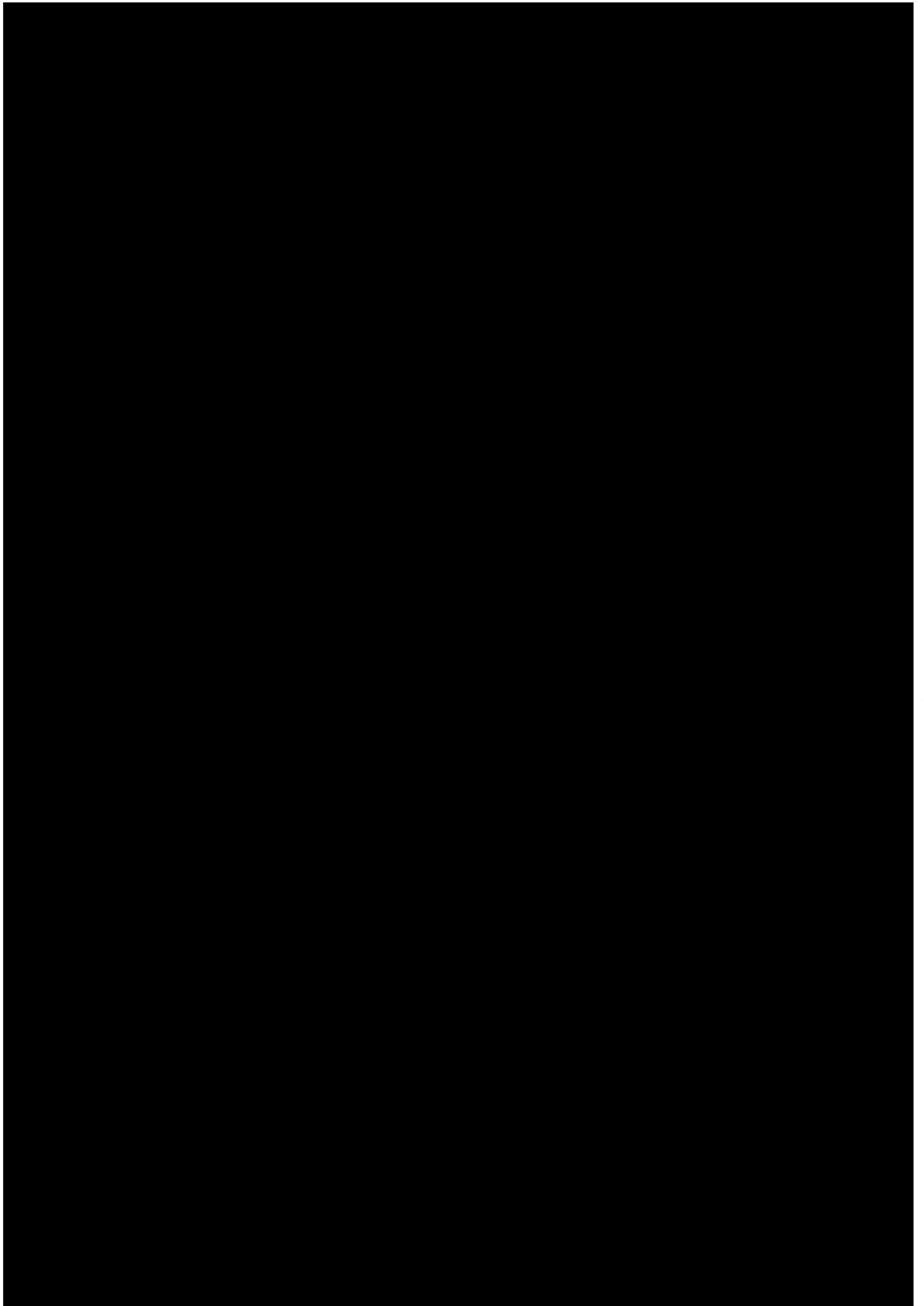


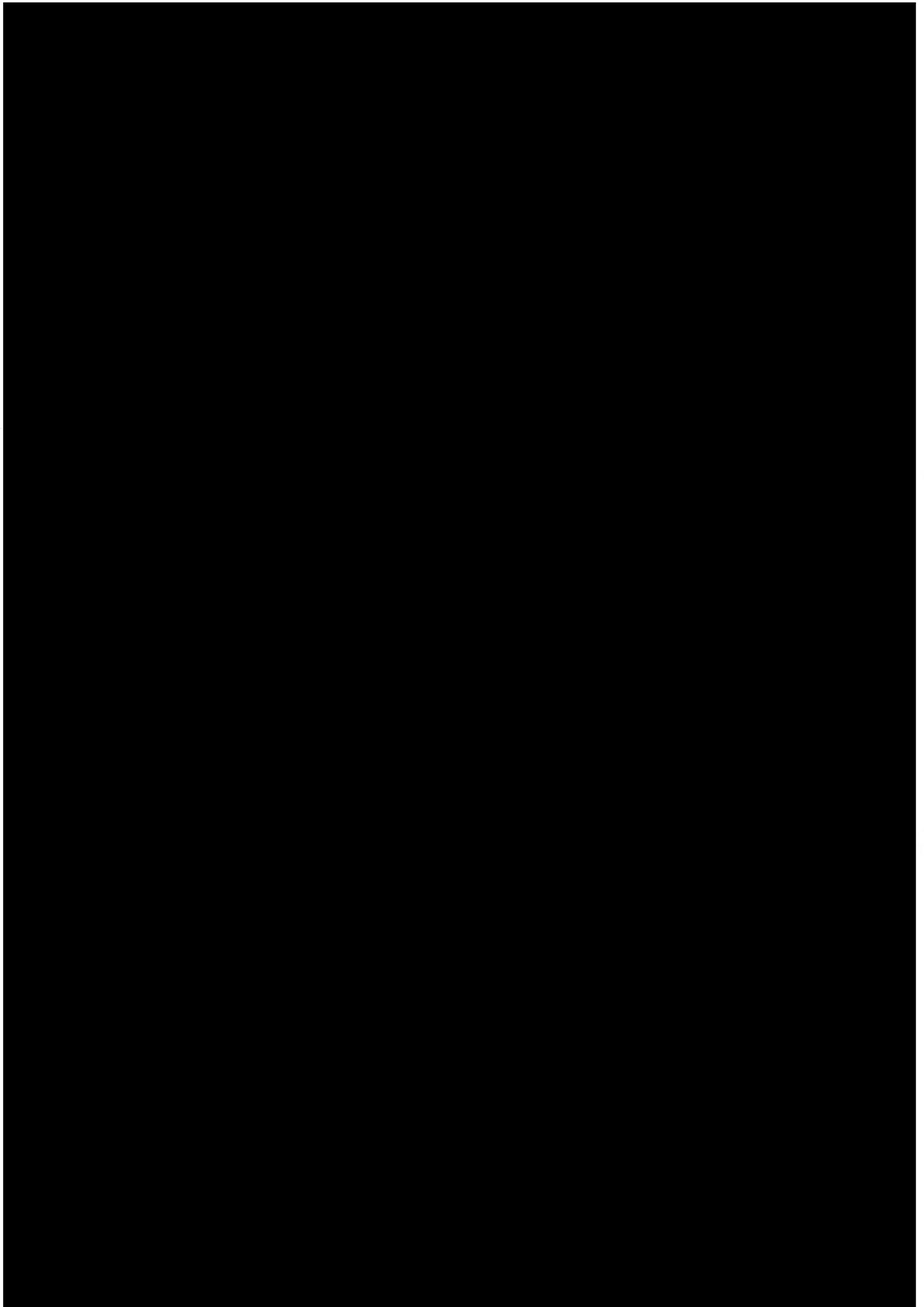


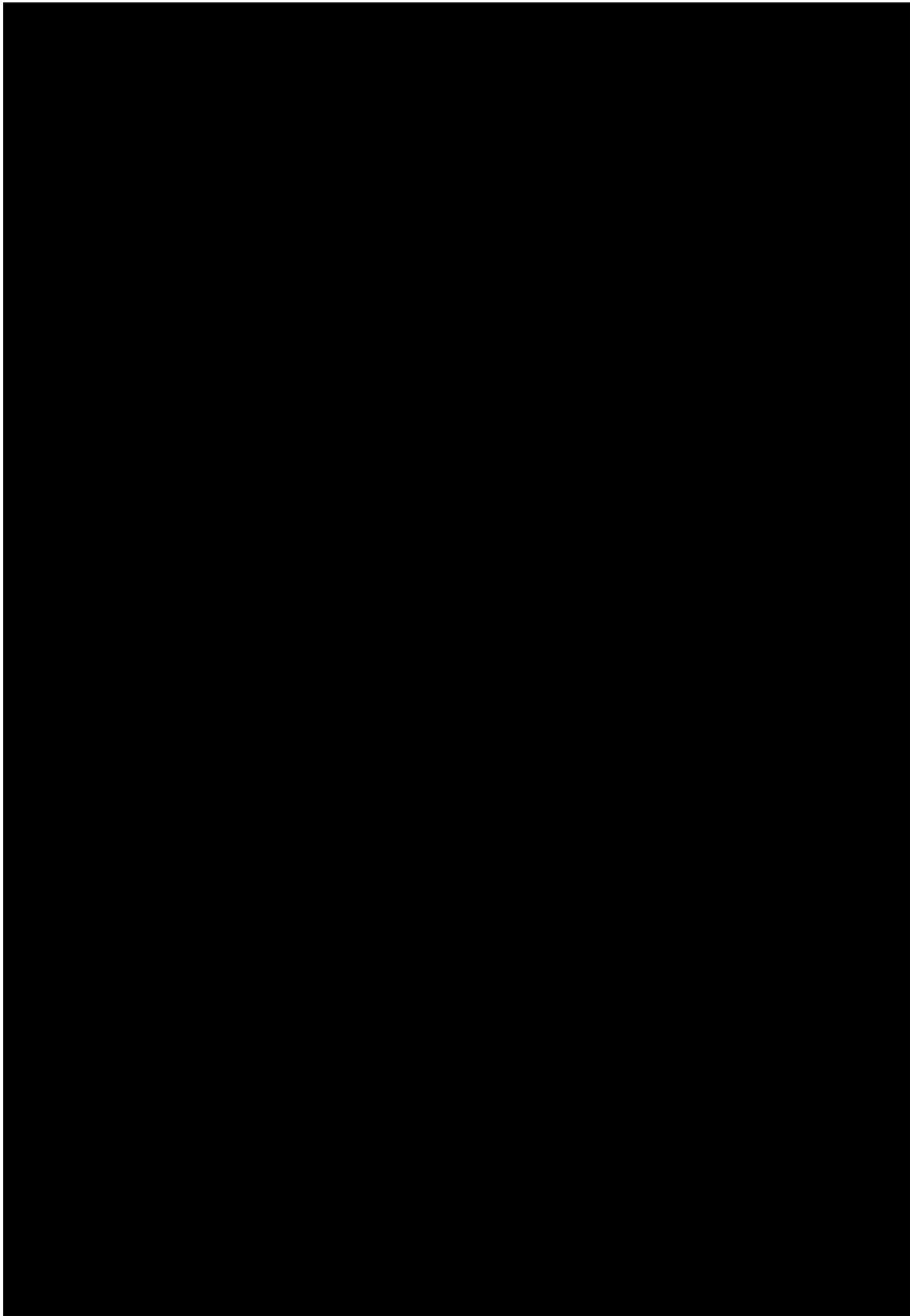


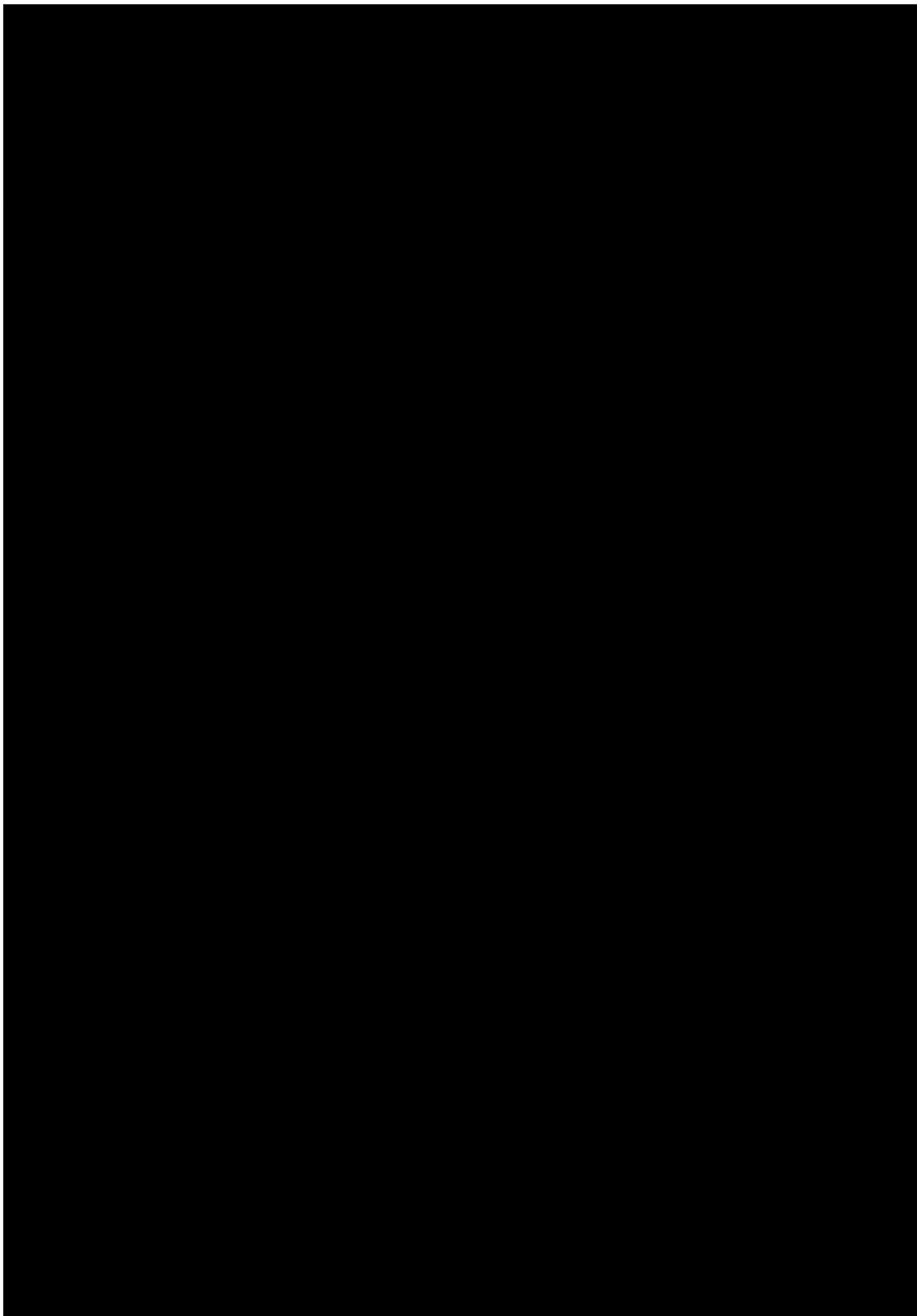


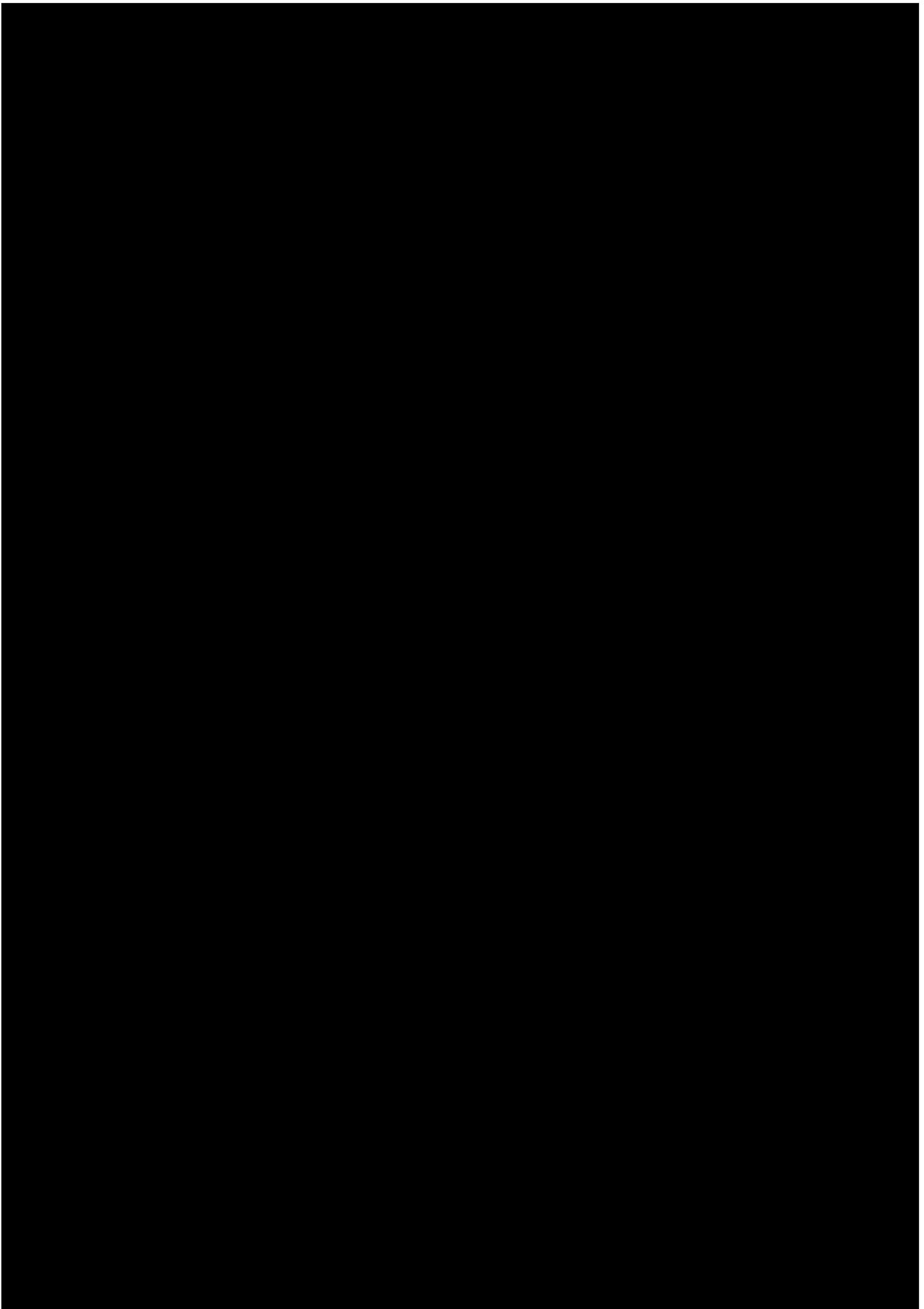


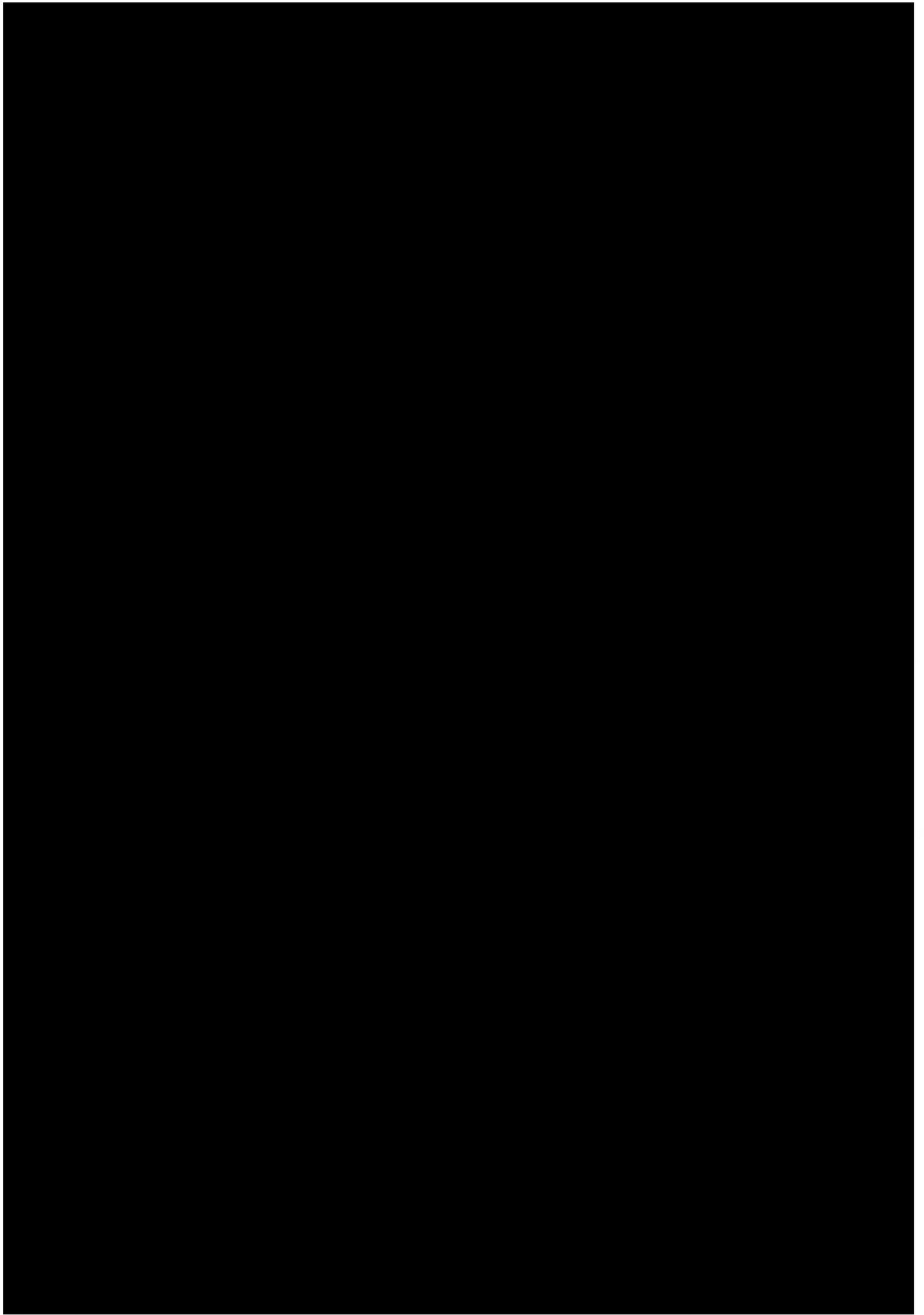


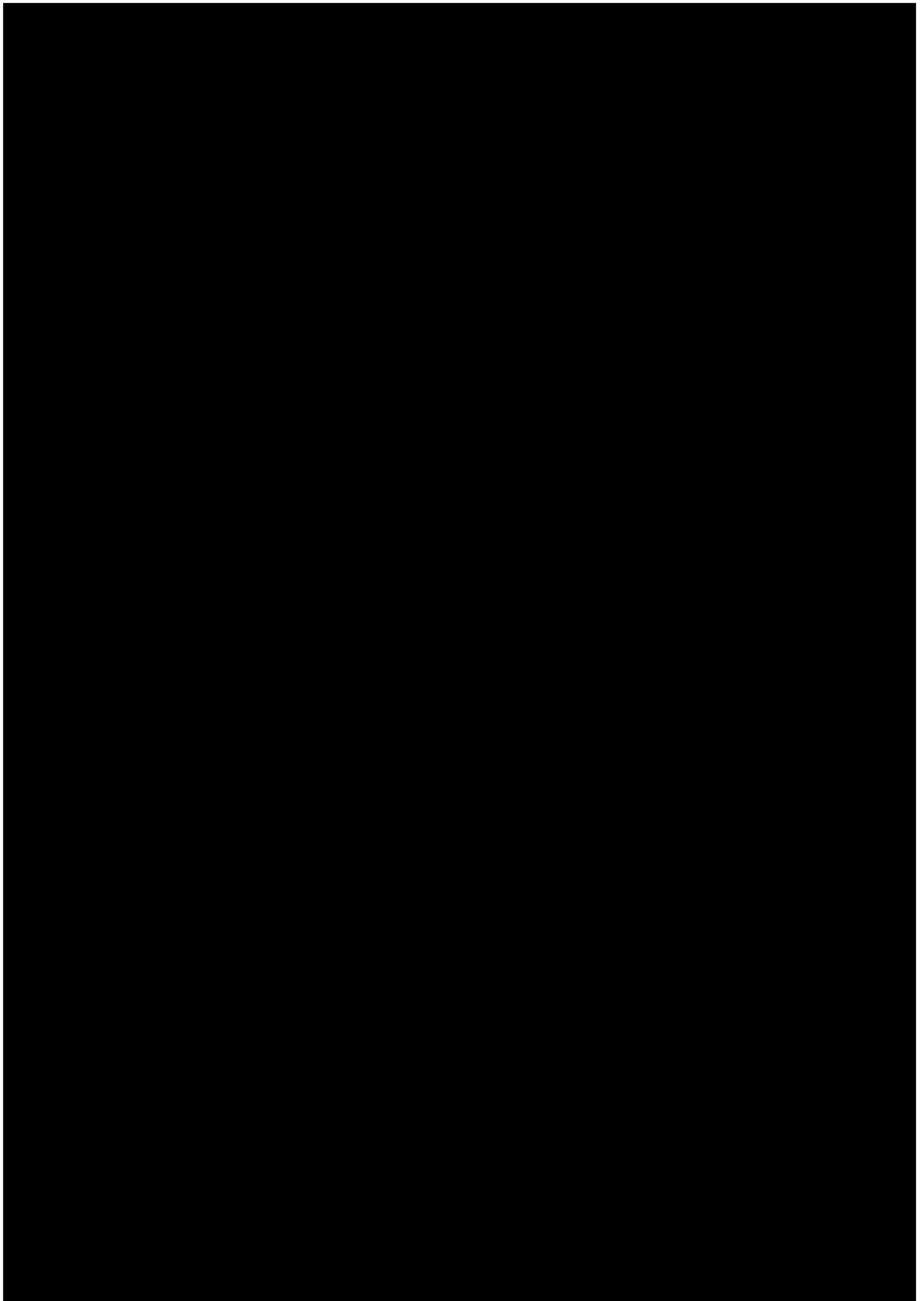


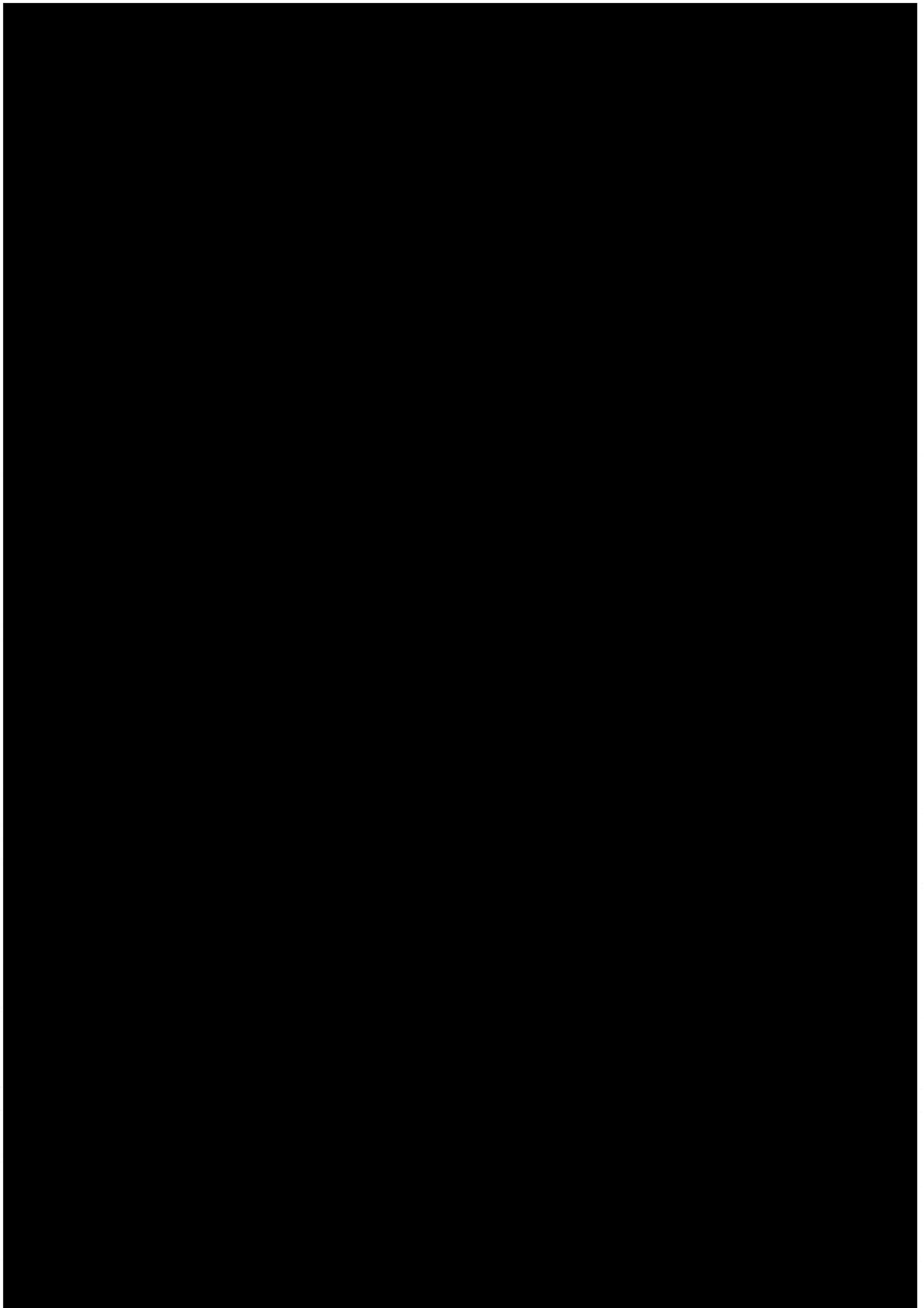


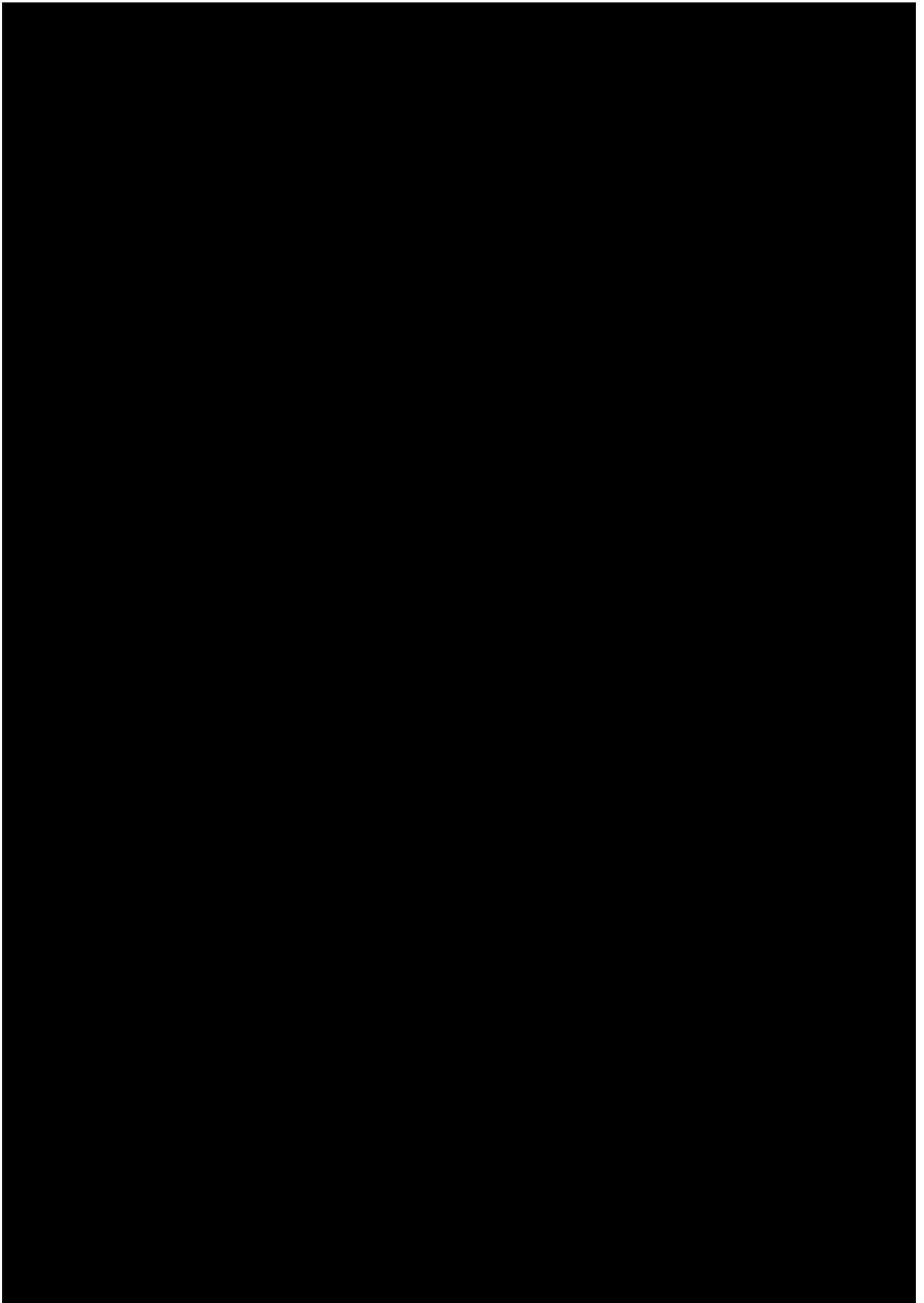


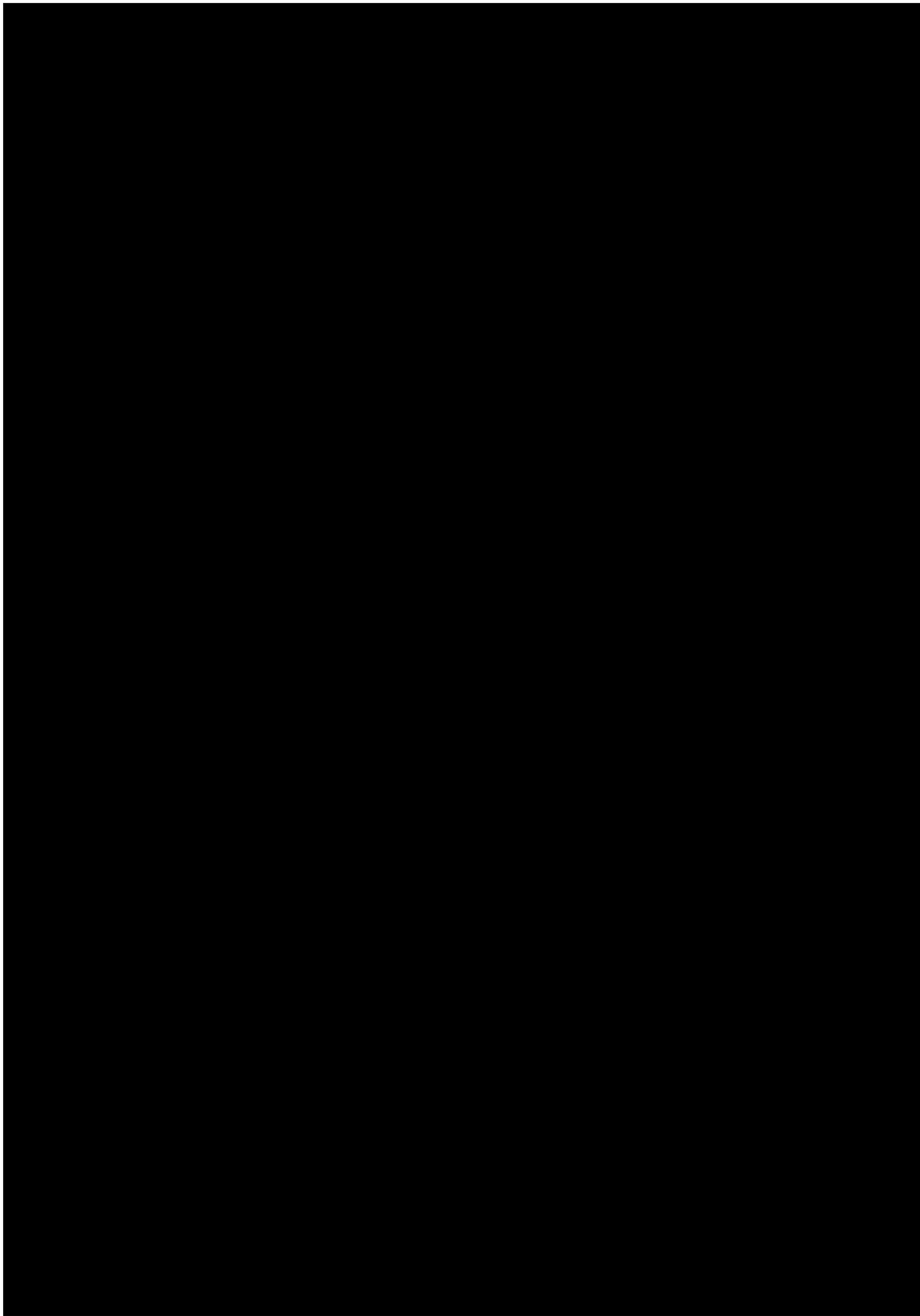


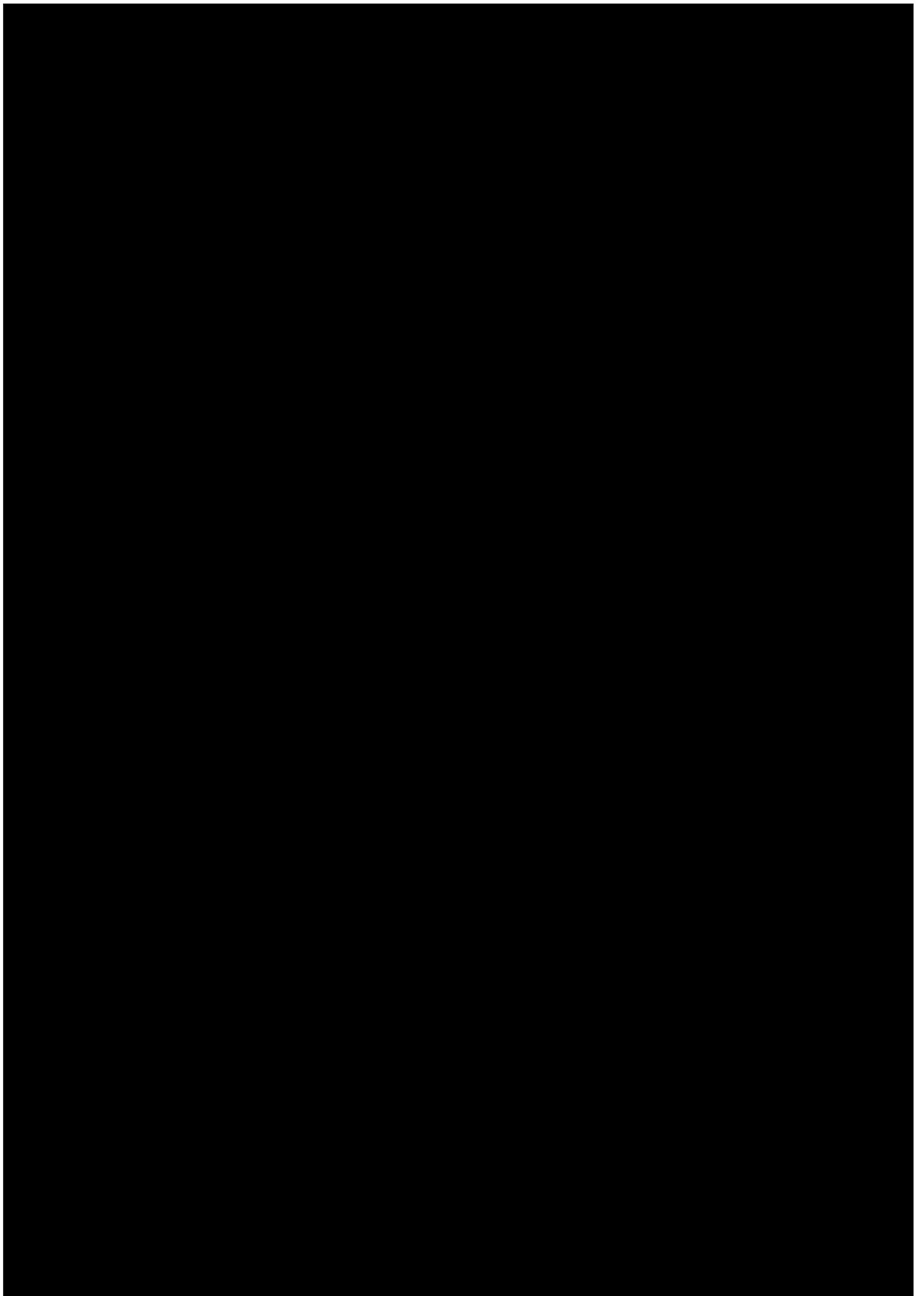


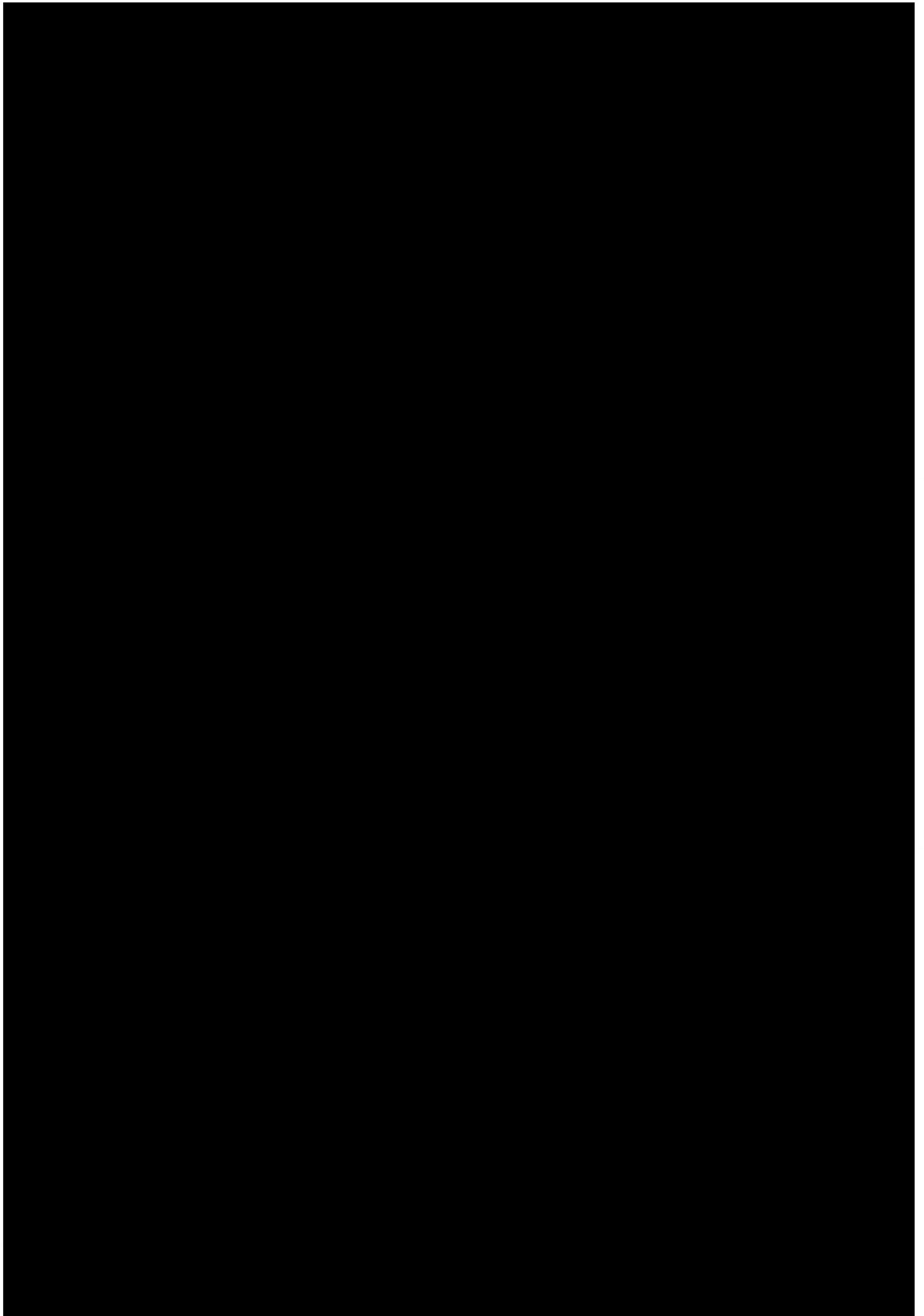


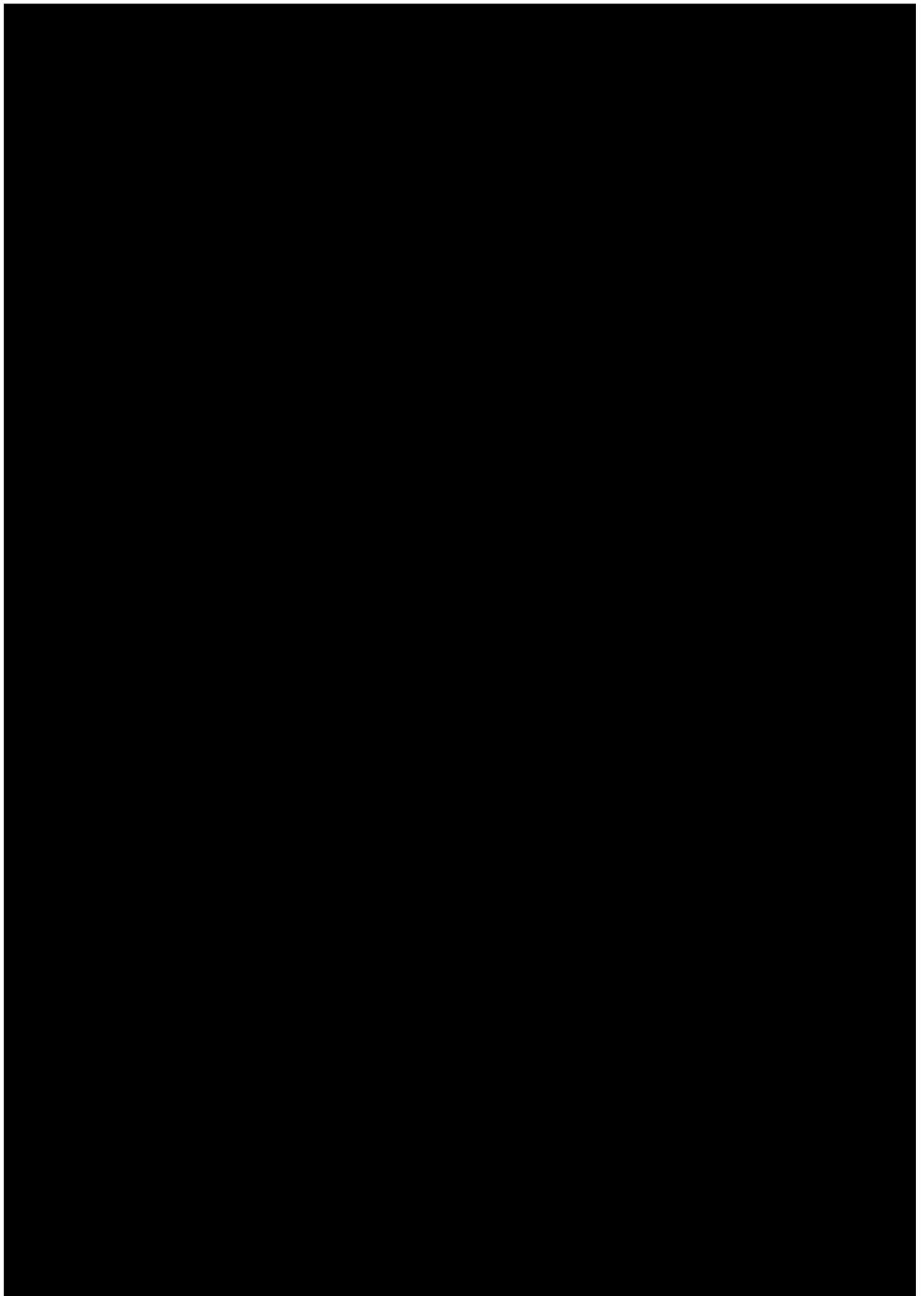


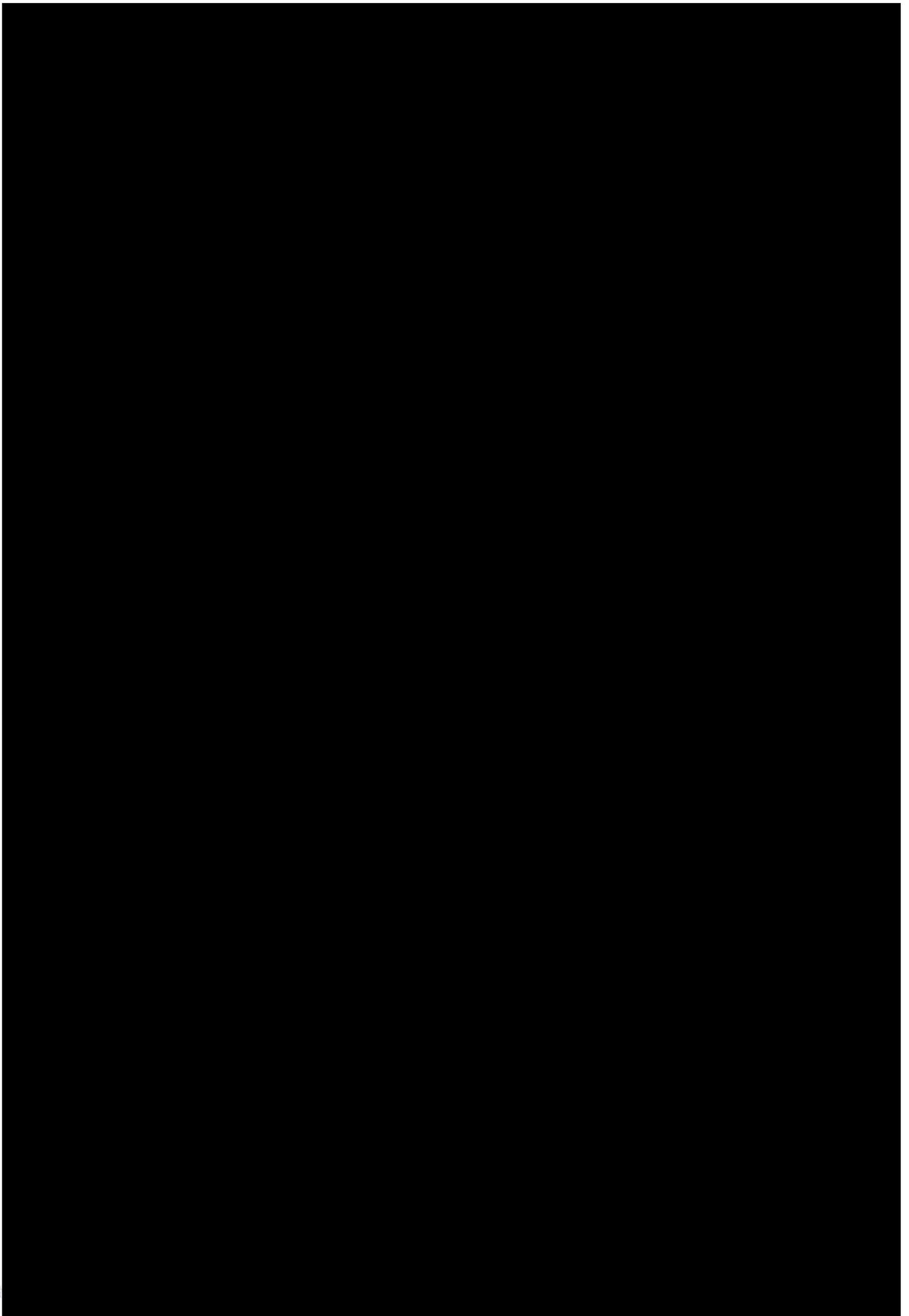


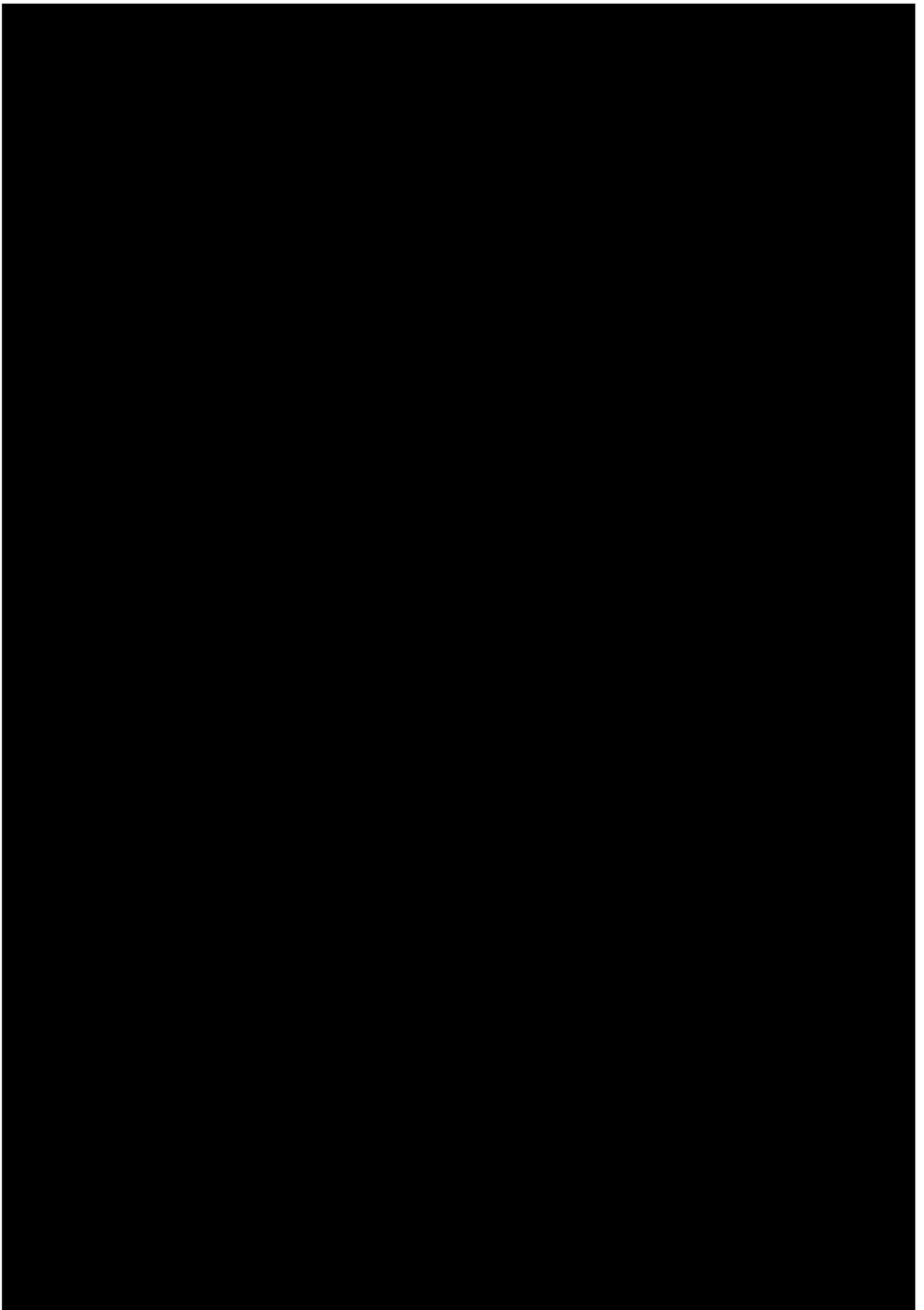


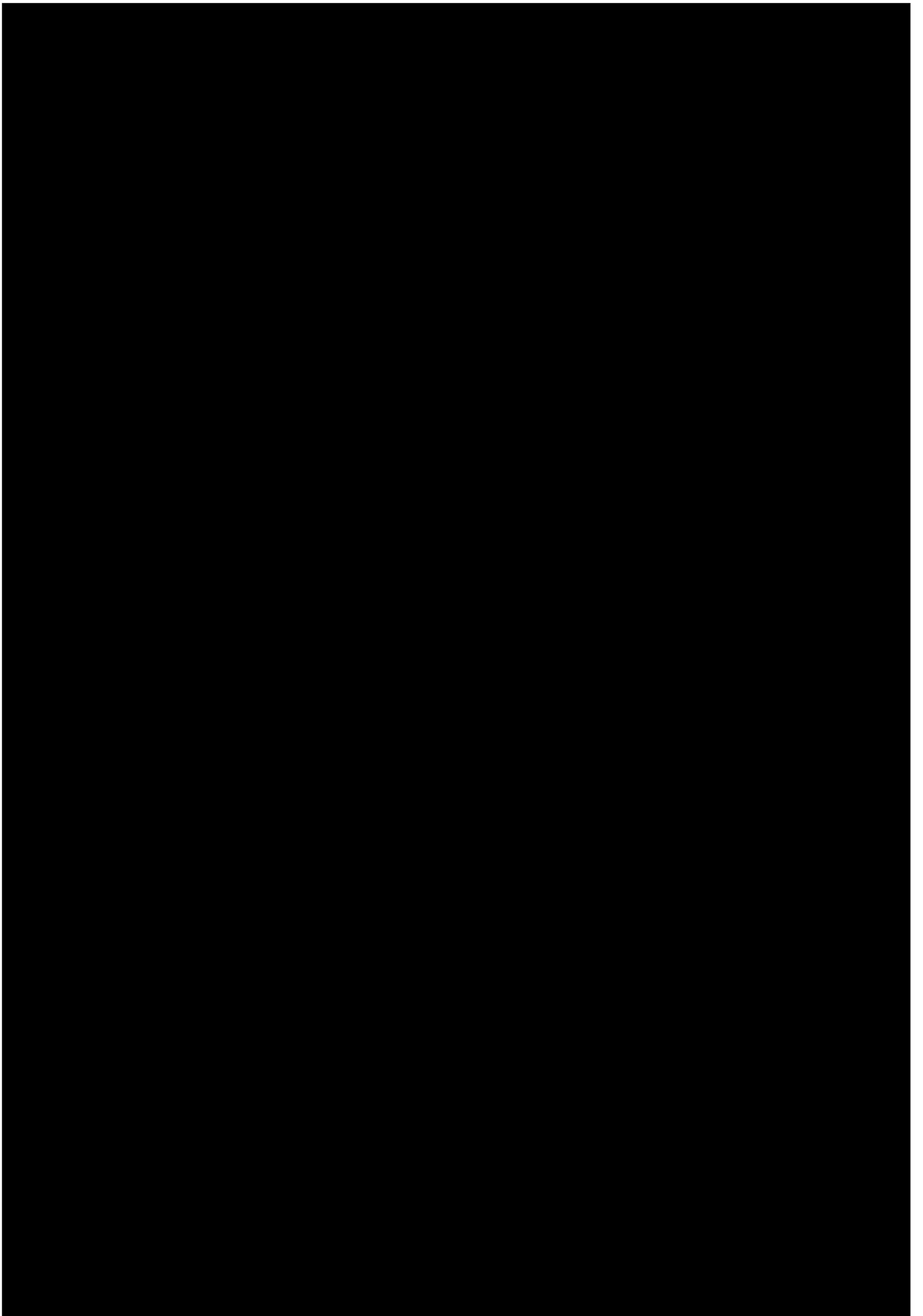




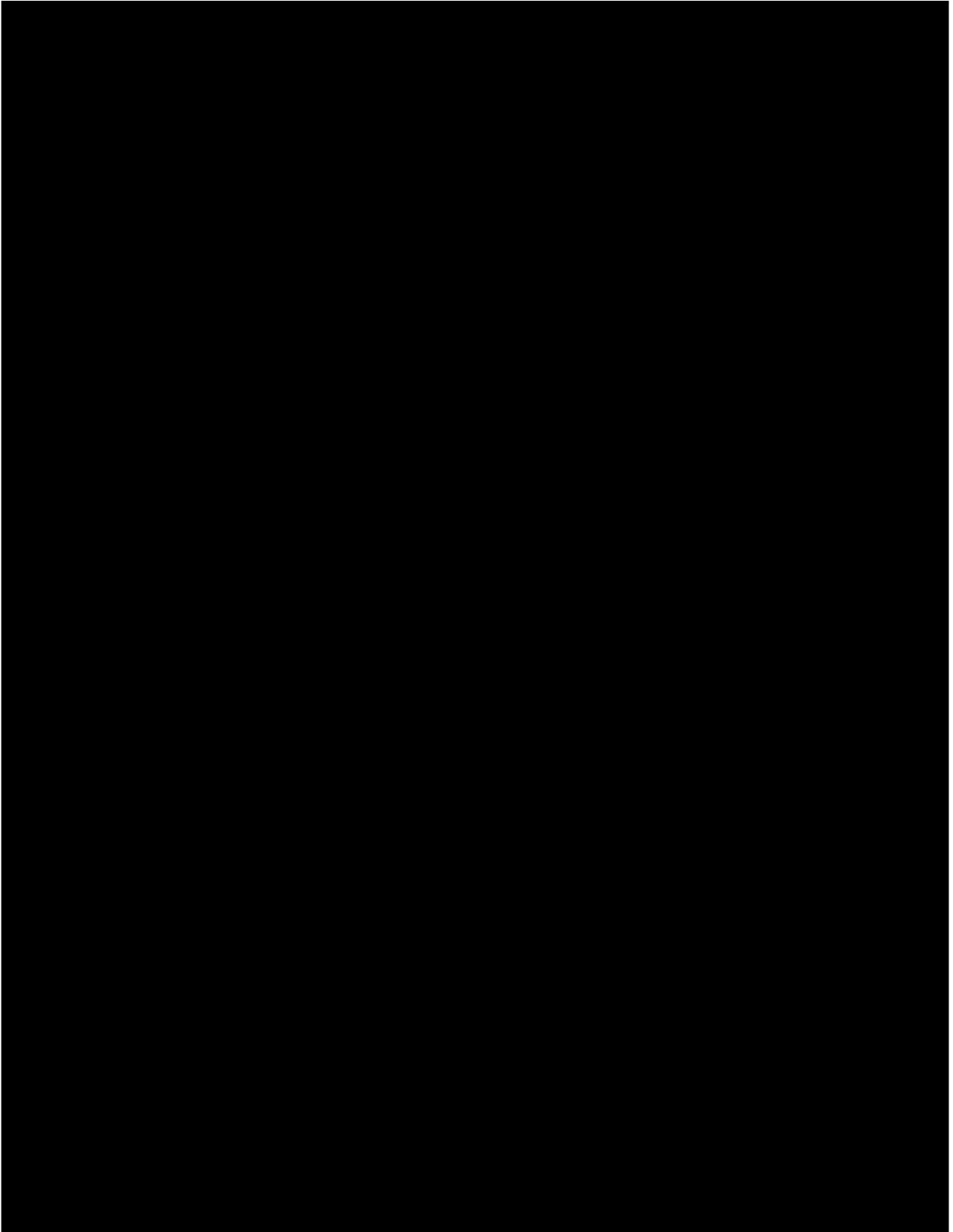


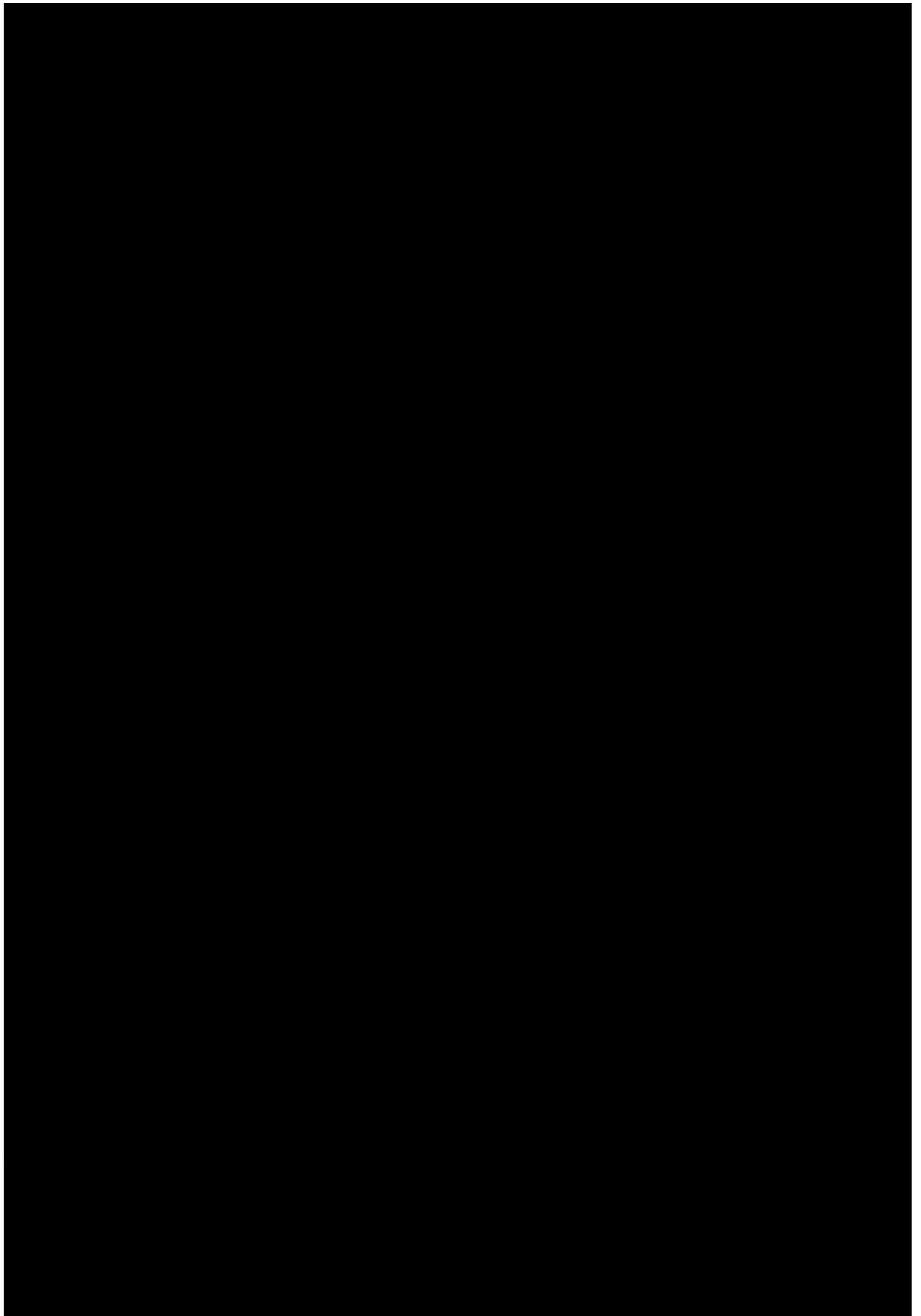


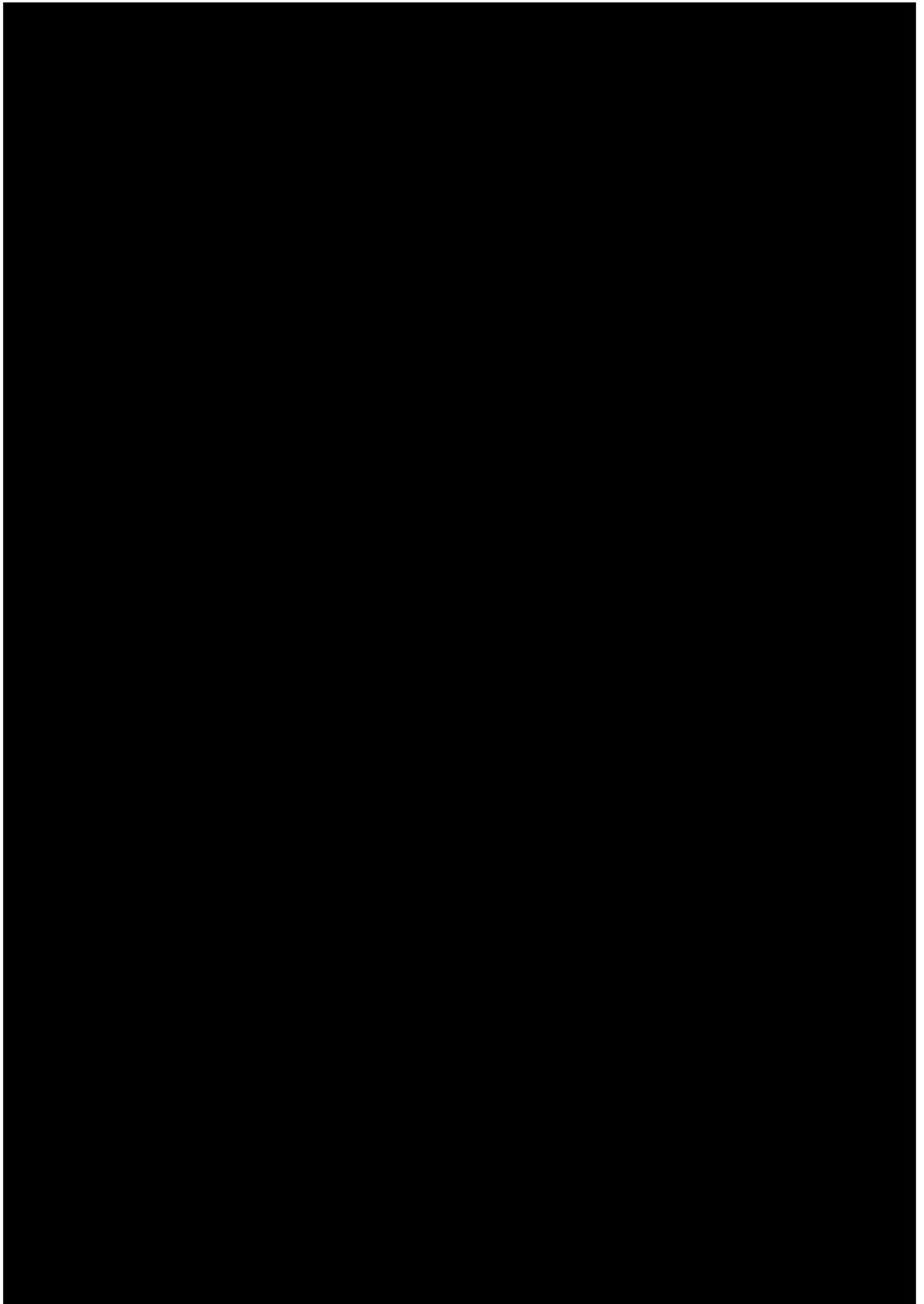


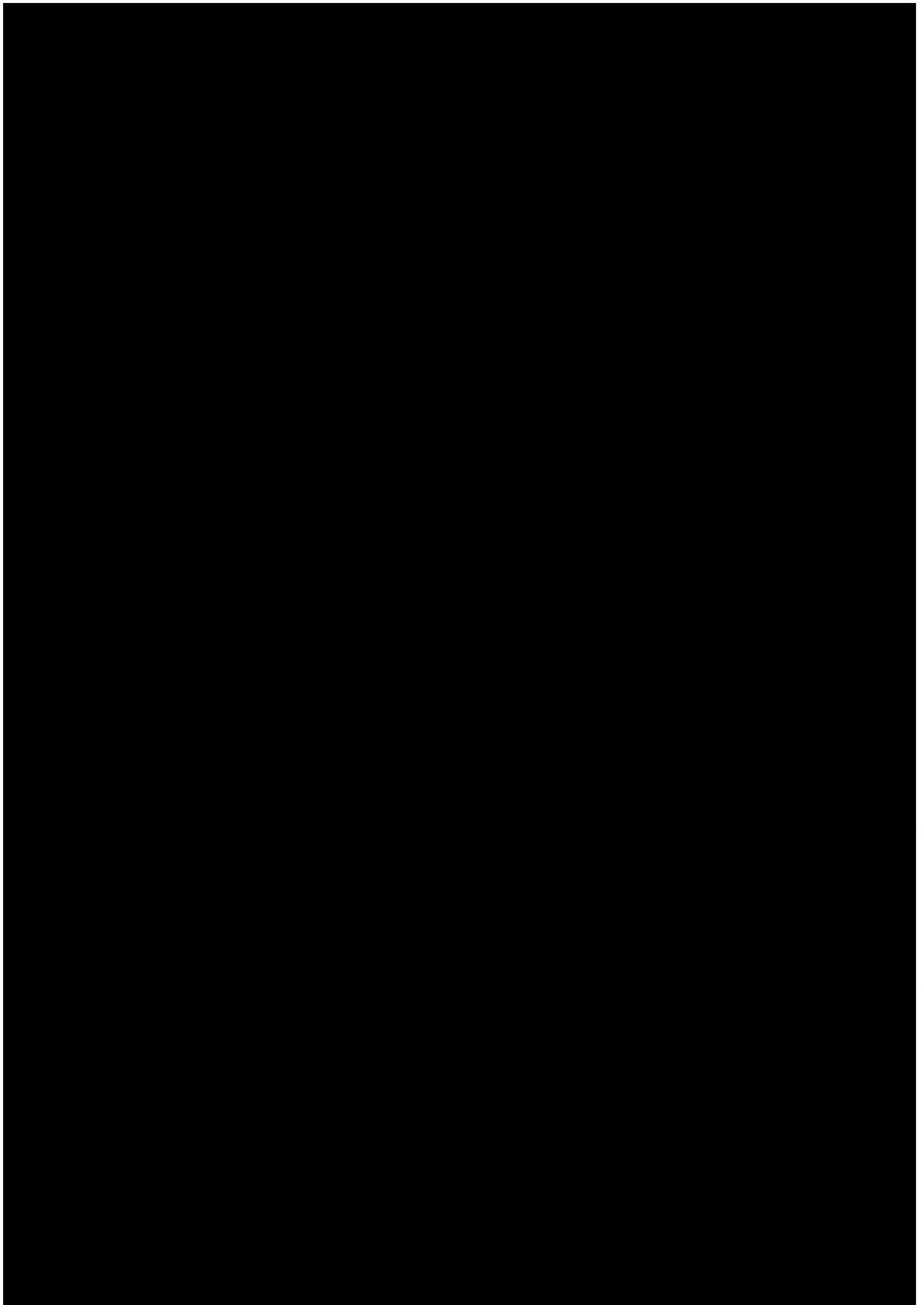


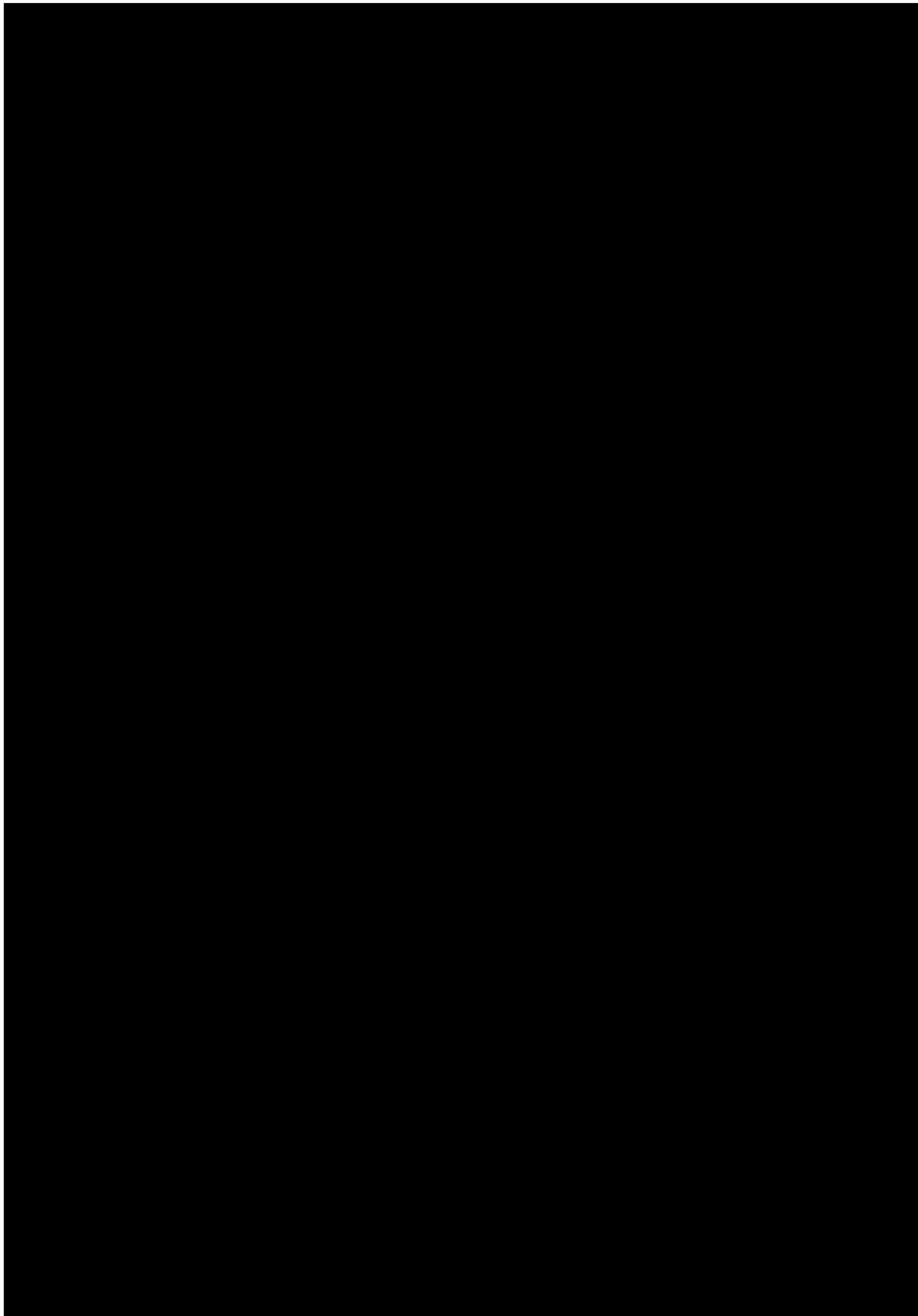
SCHEDULE D10. – PRO-FORMA ADJOINING PROPERTY EASEMENT

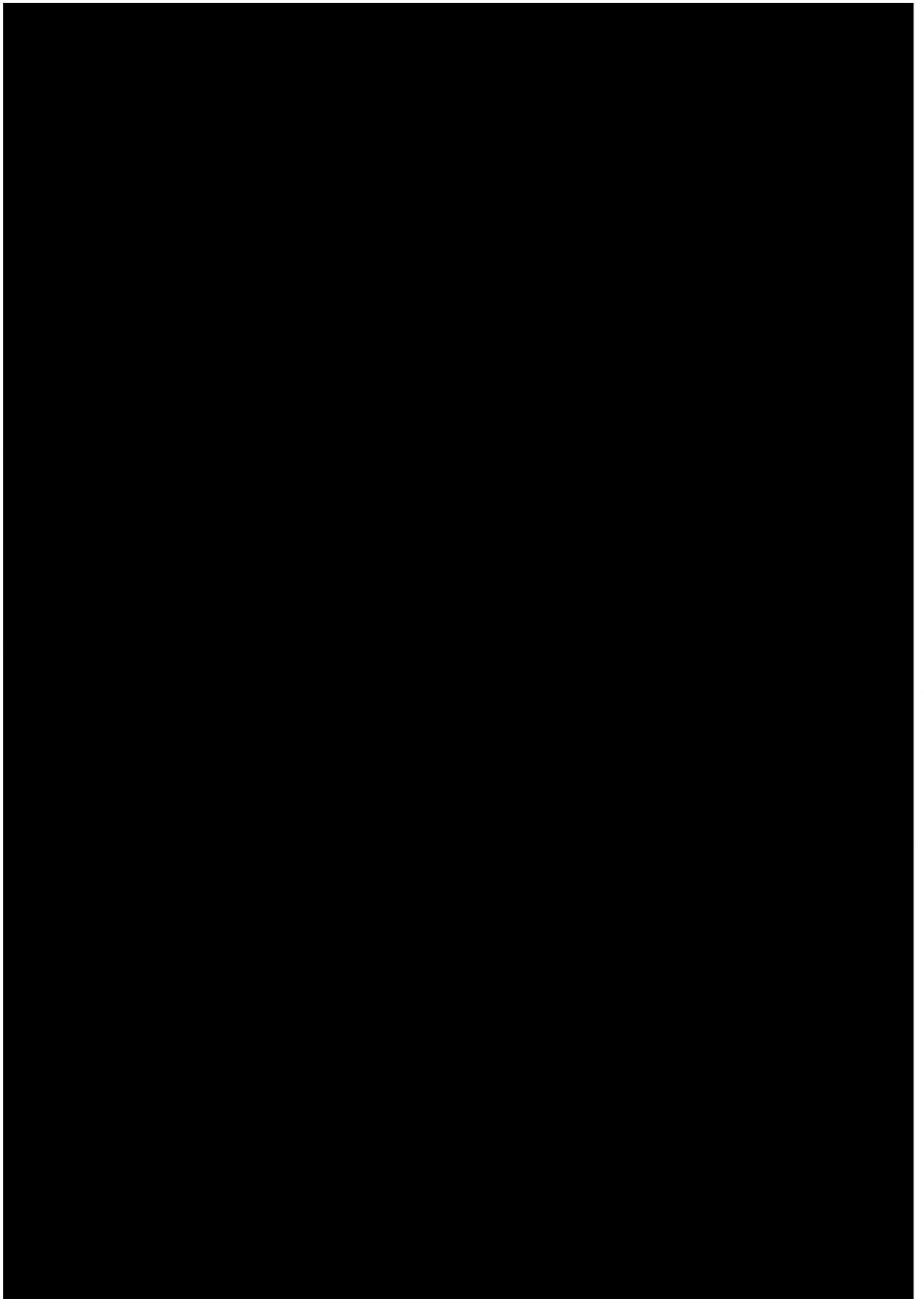


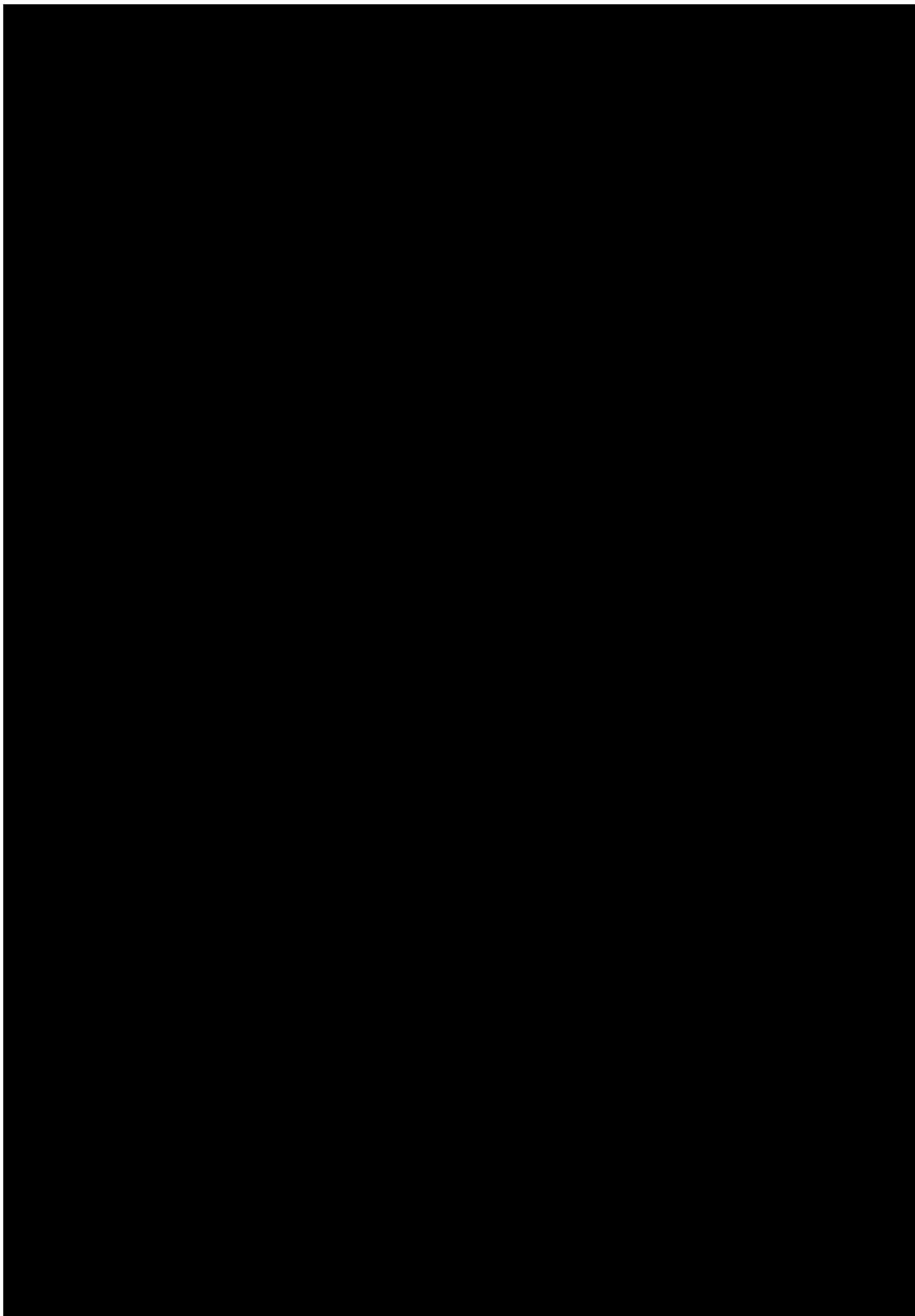


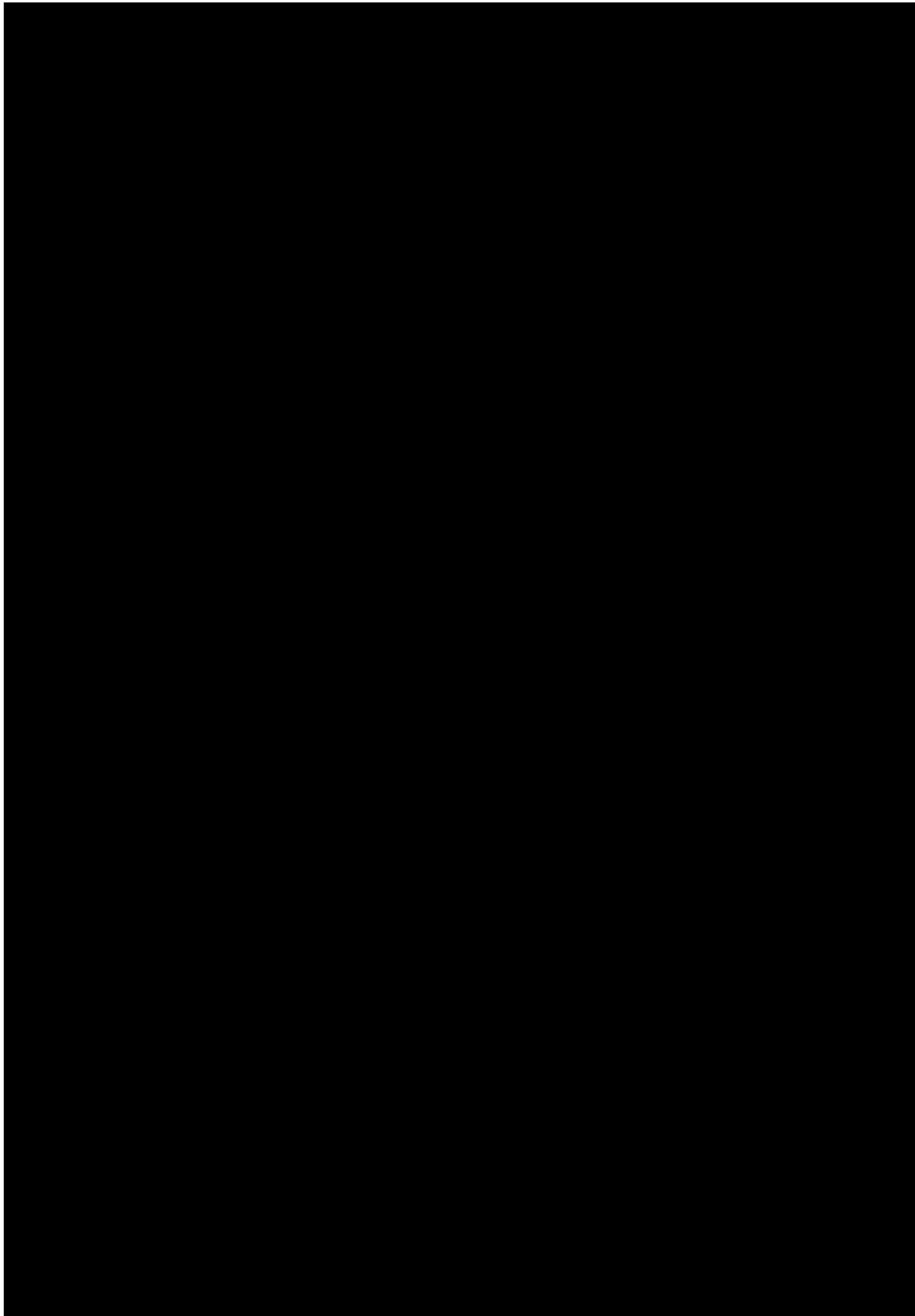




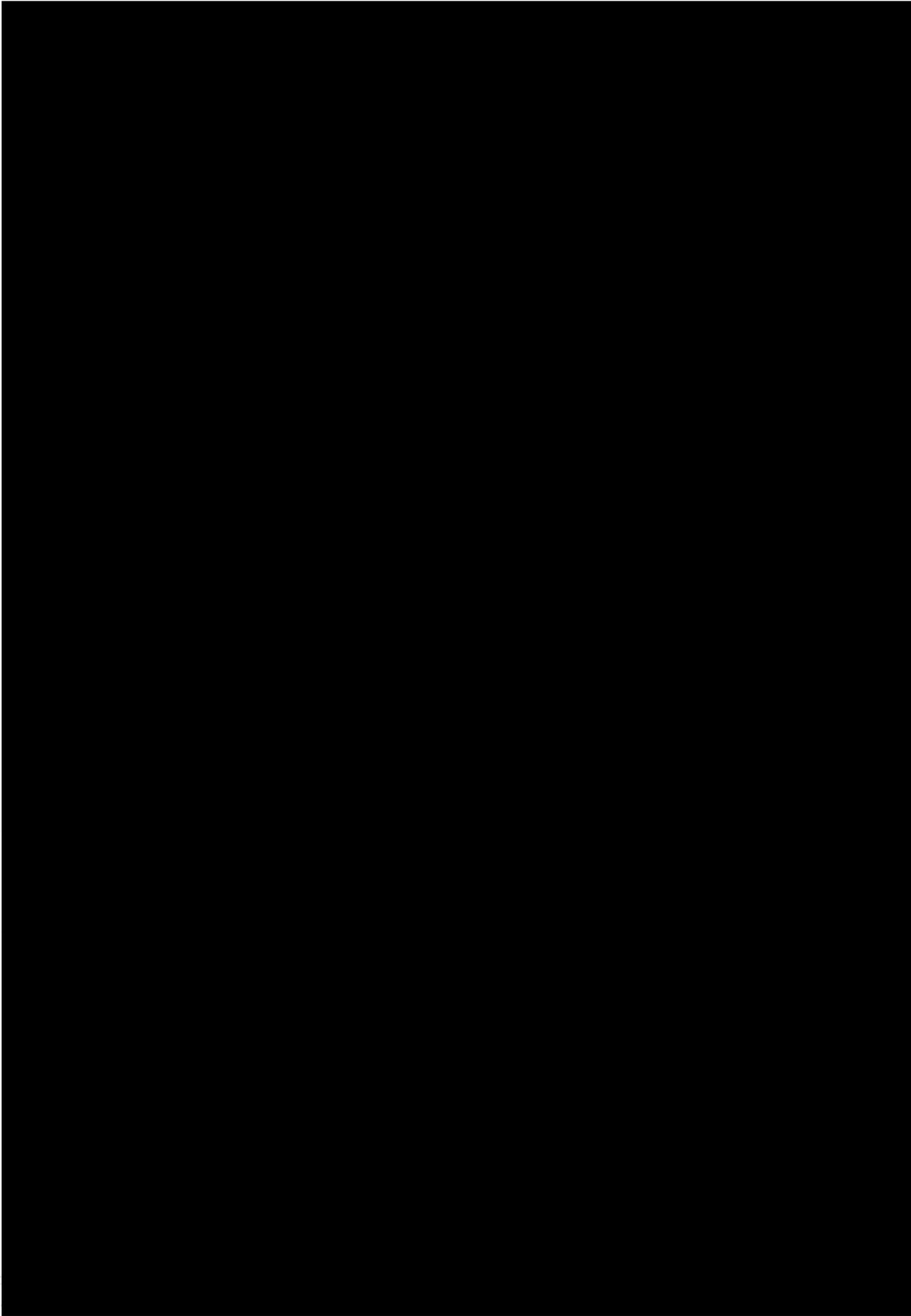


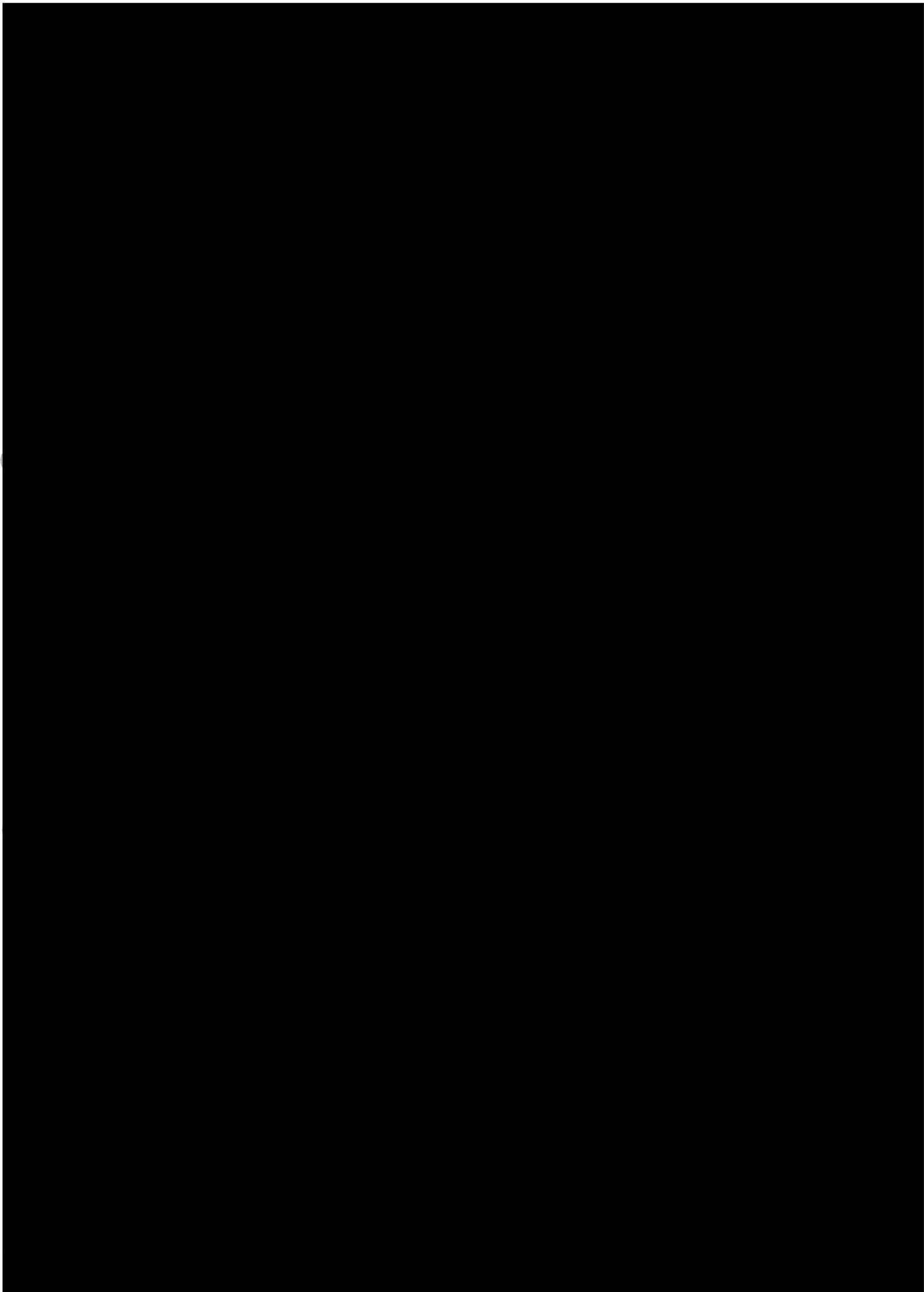


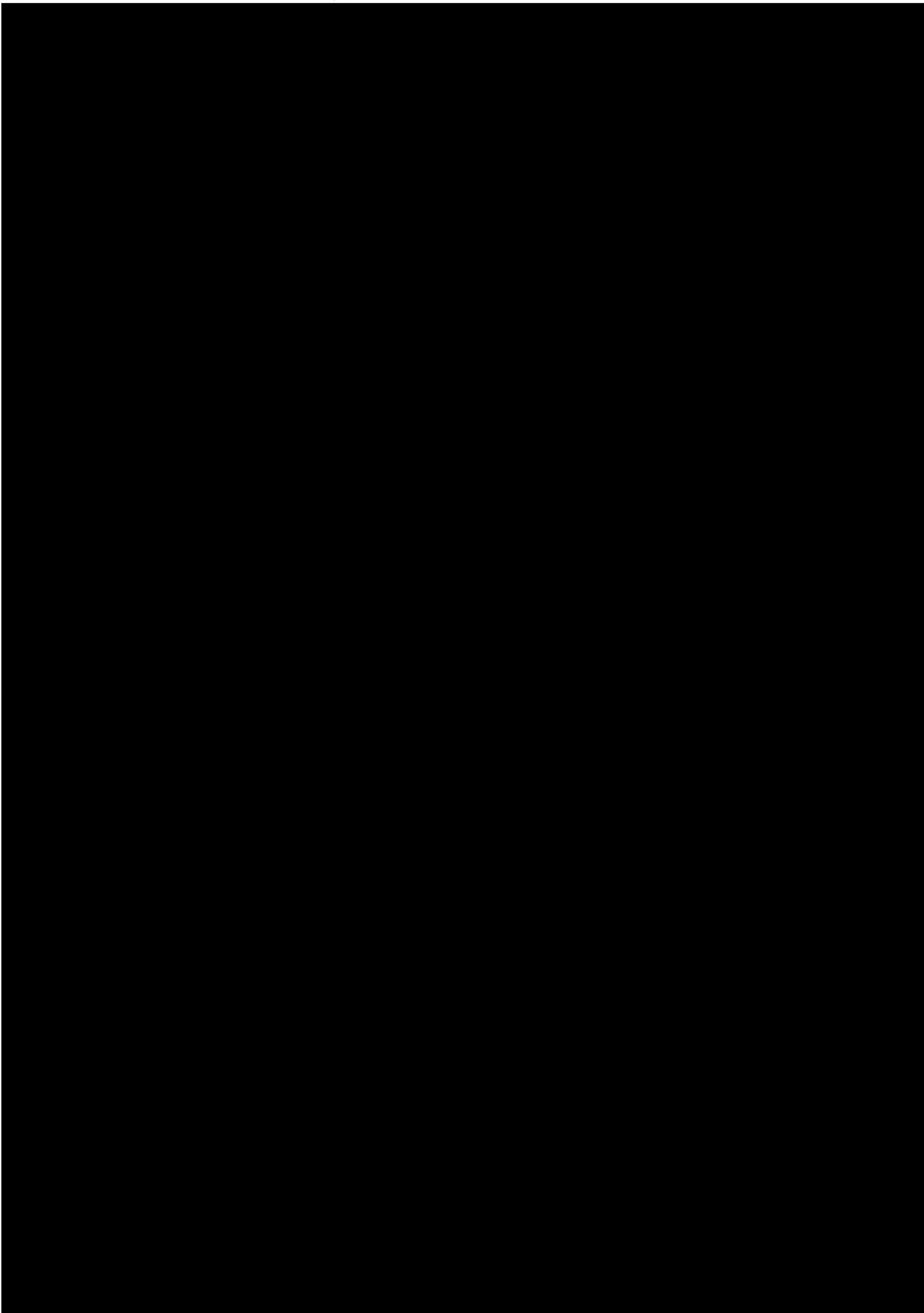


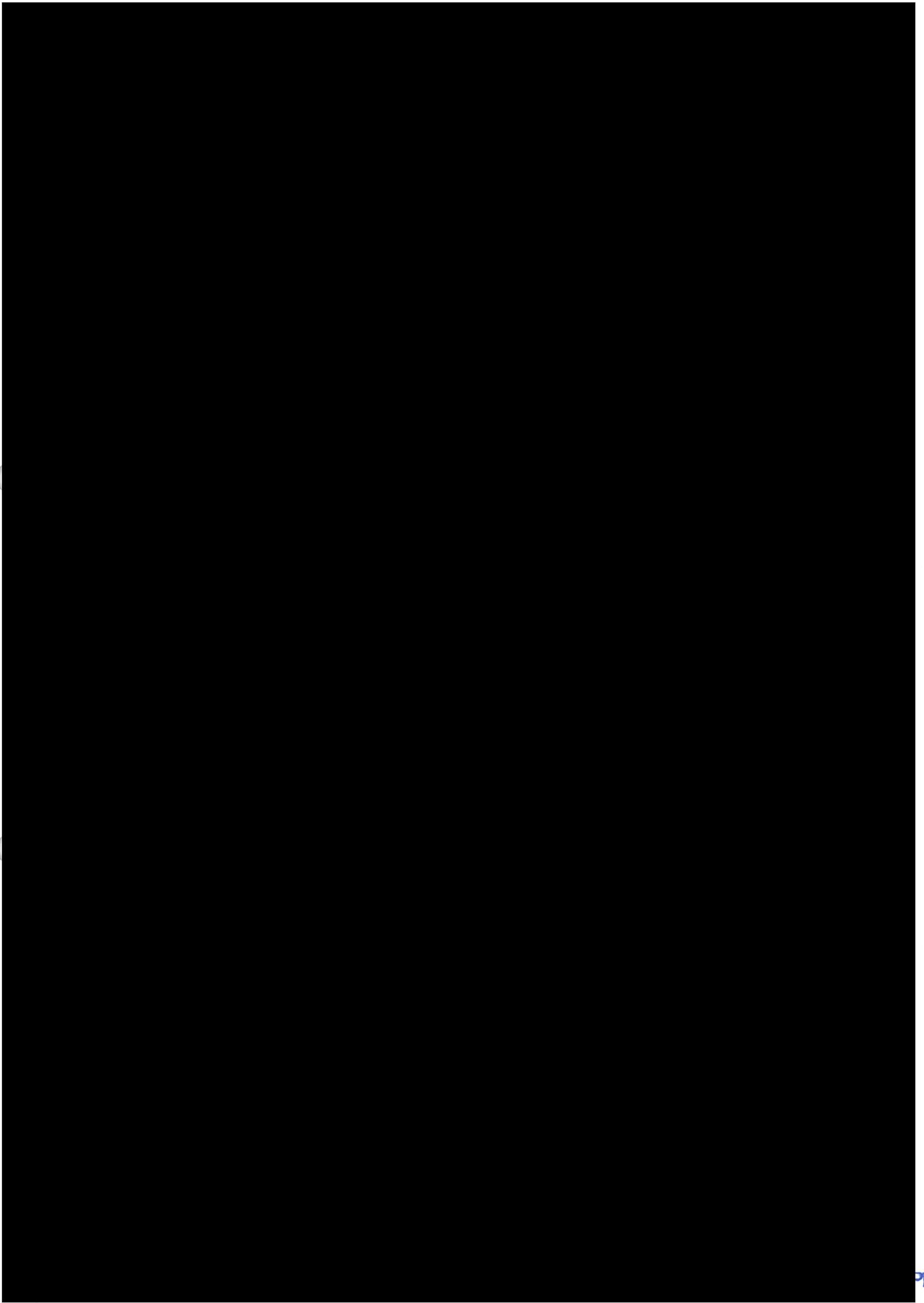


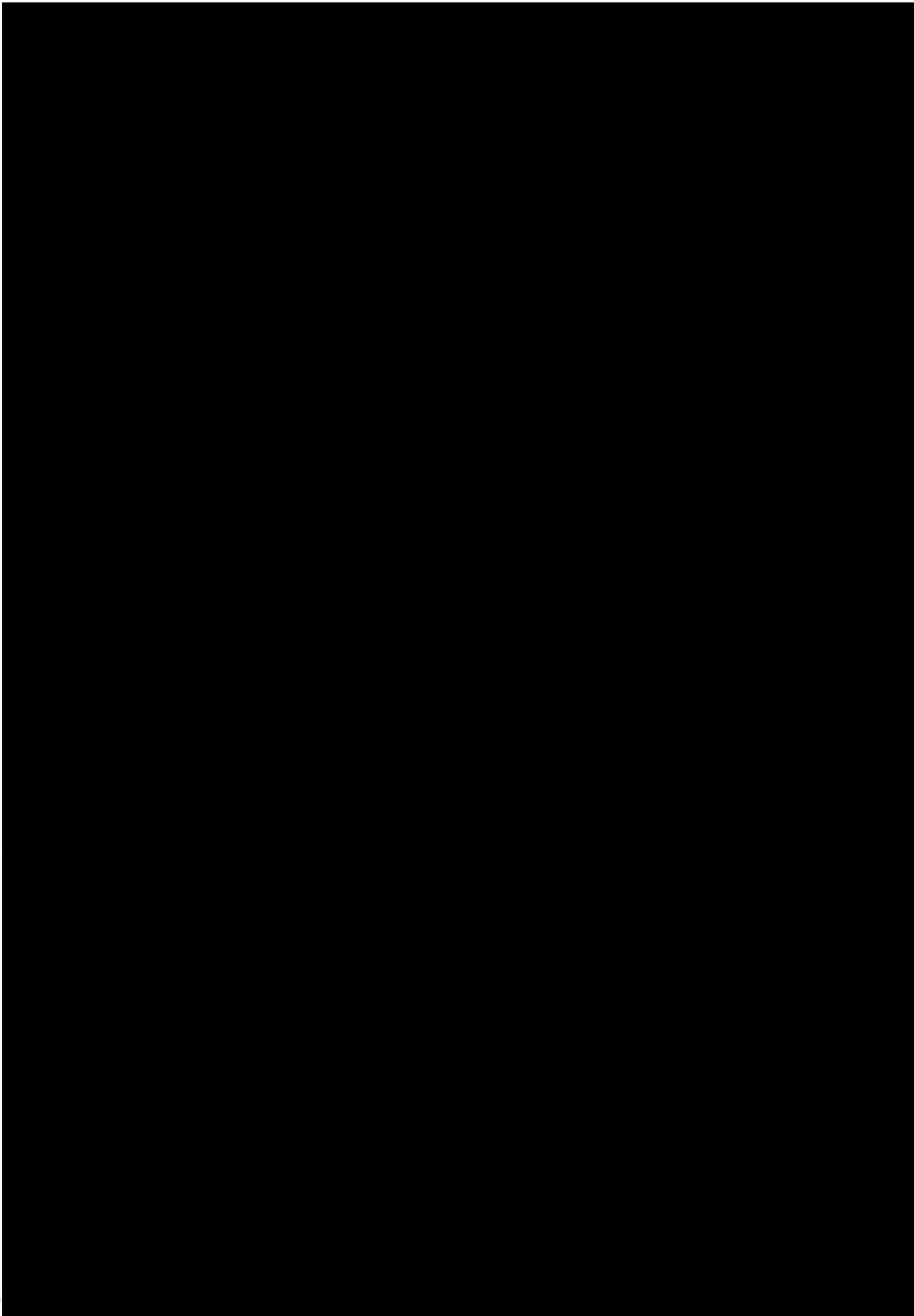
SCHEDULE D11. – DRAFT SUBDIVISION PLAN
(Schedule A2)

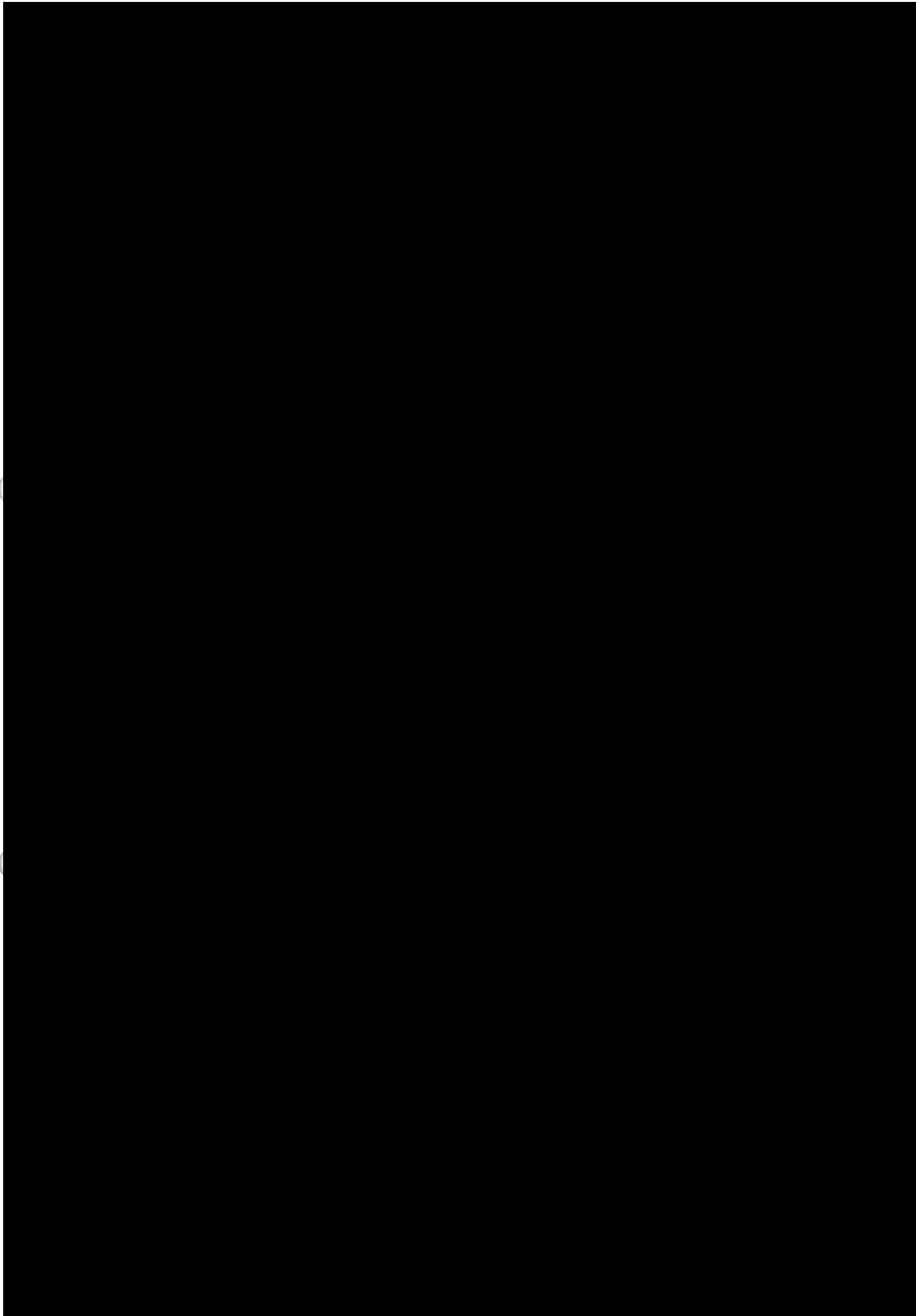


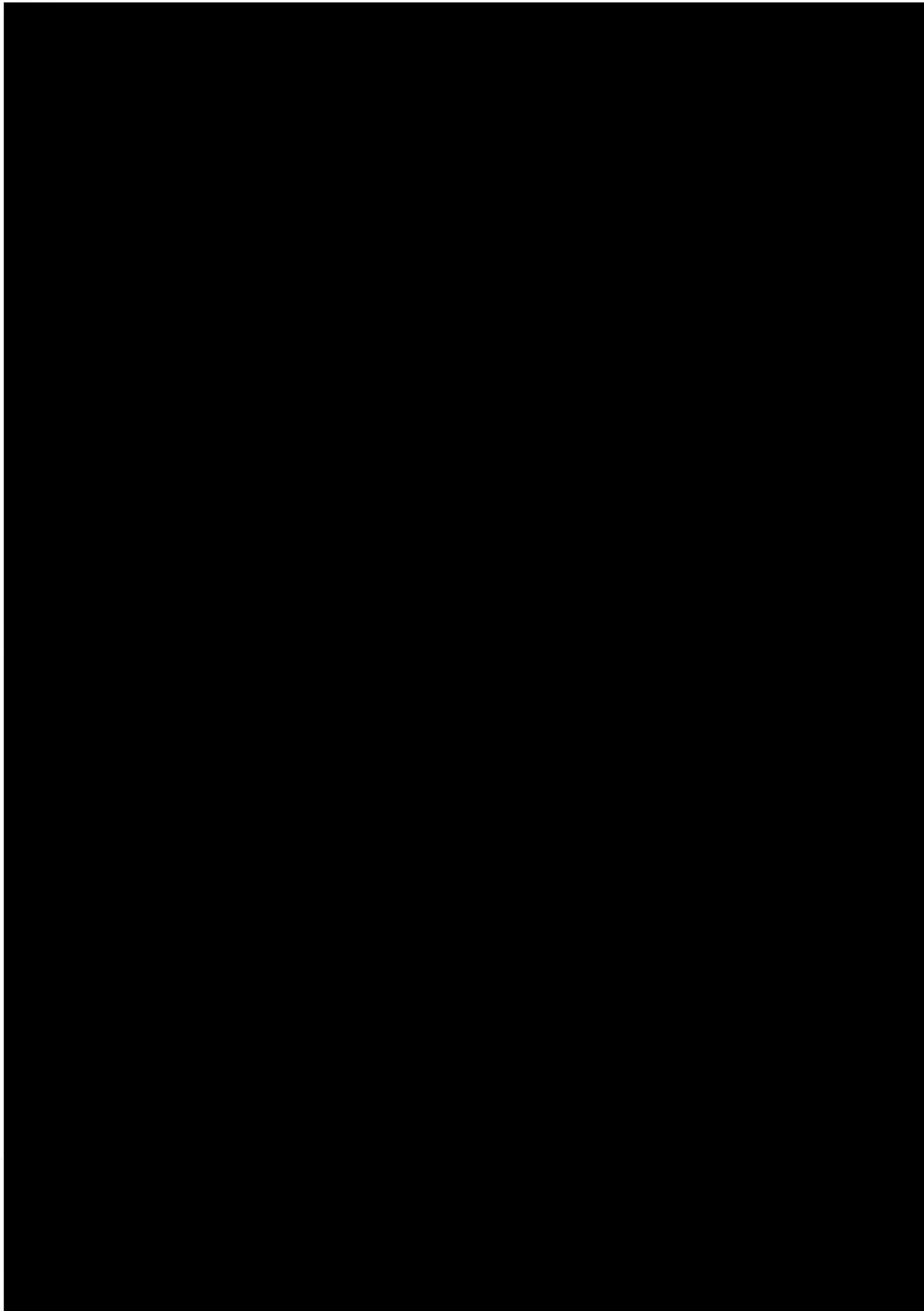


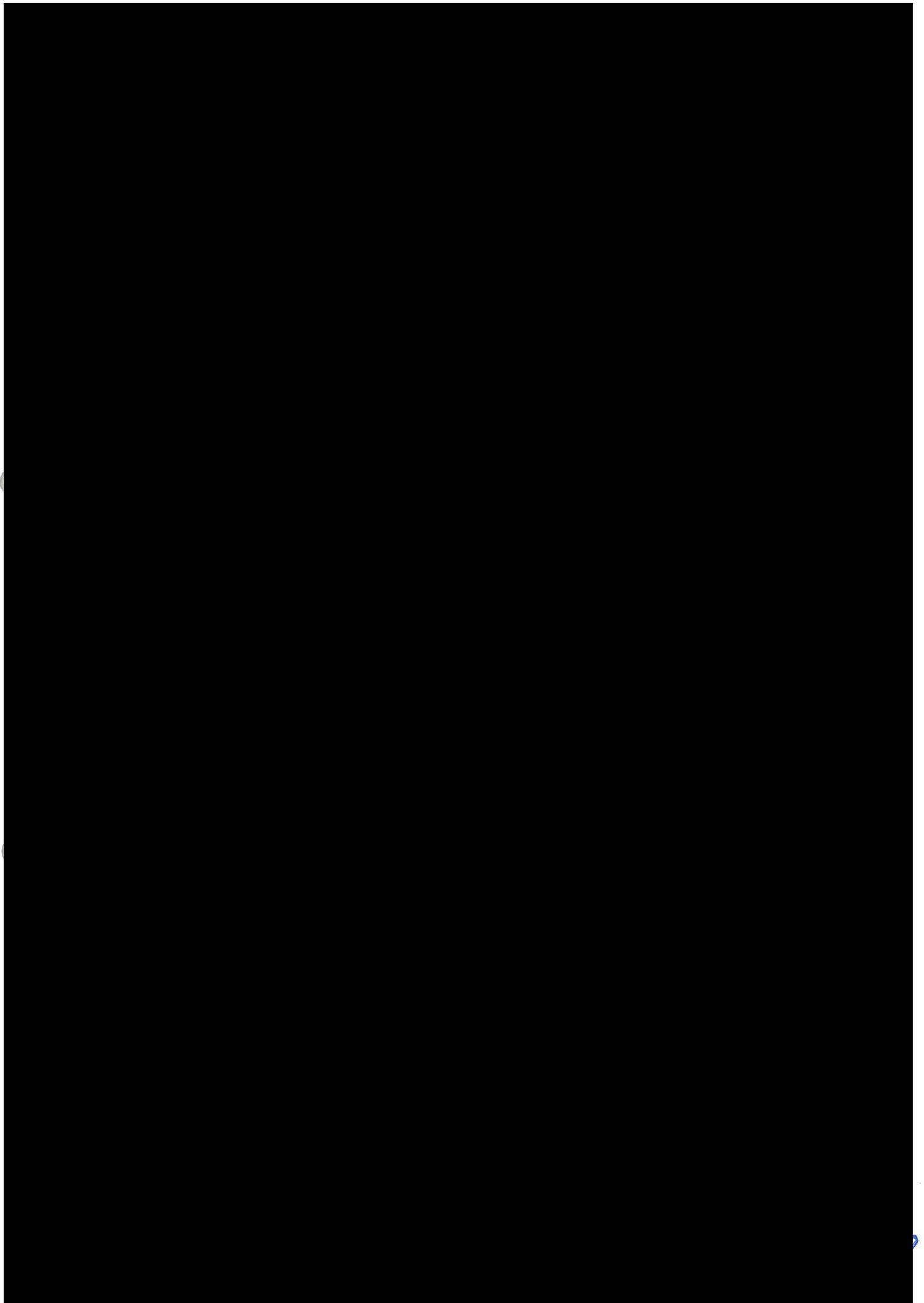


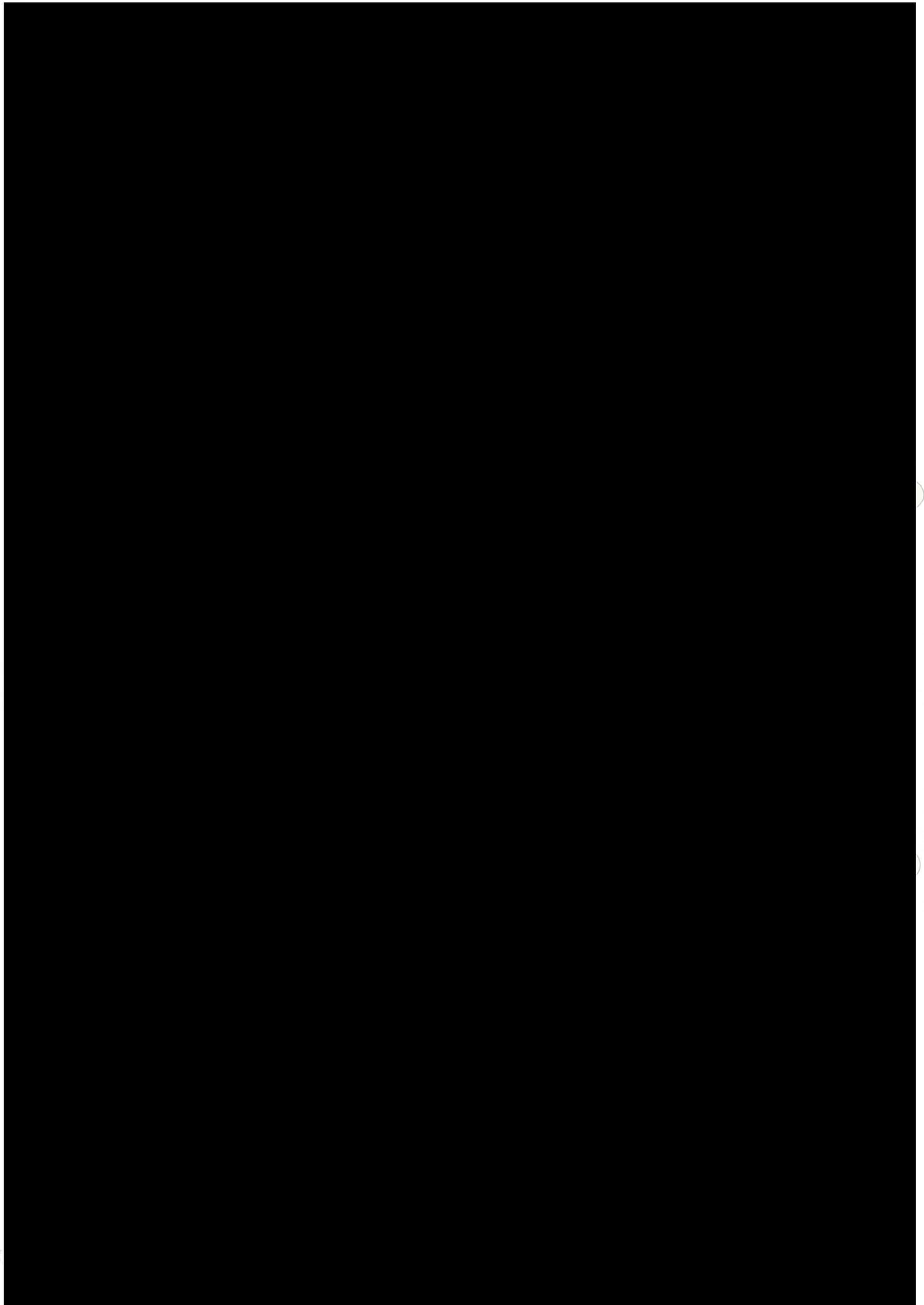


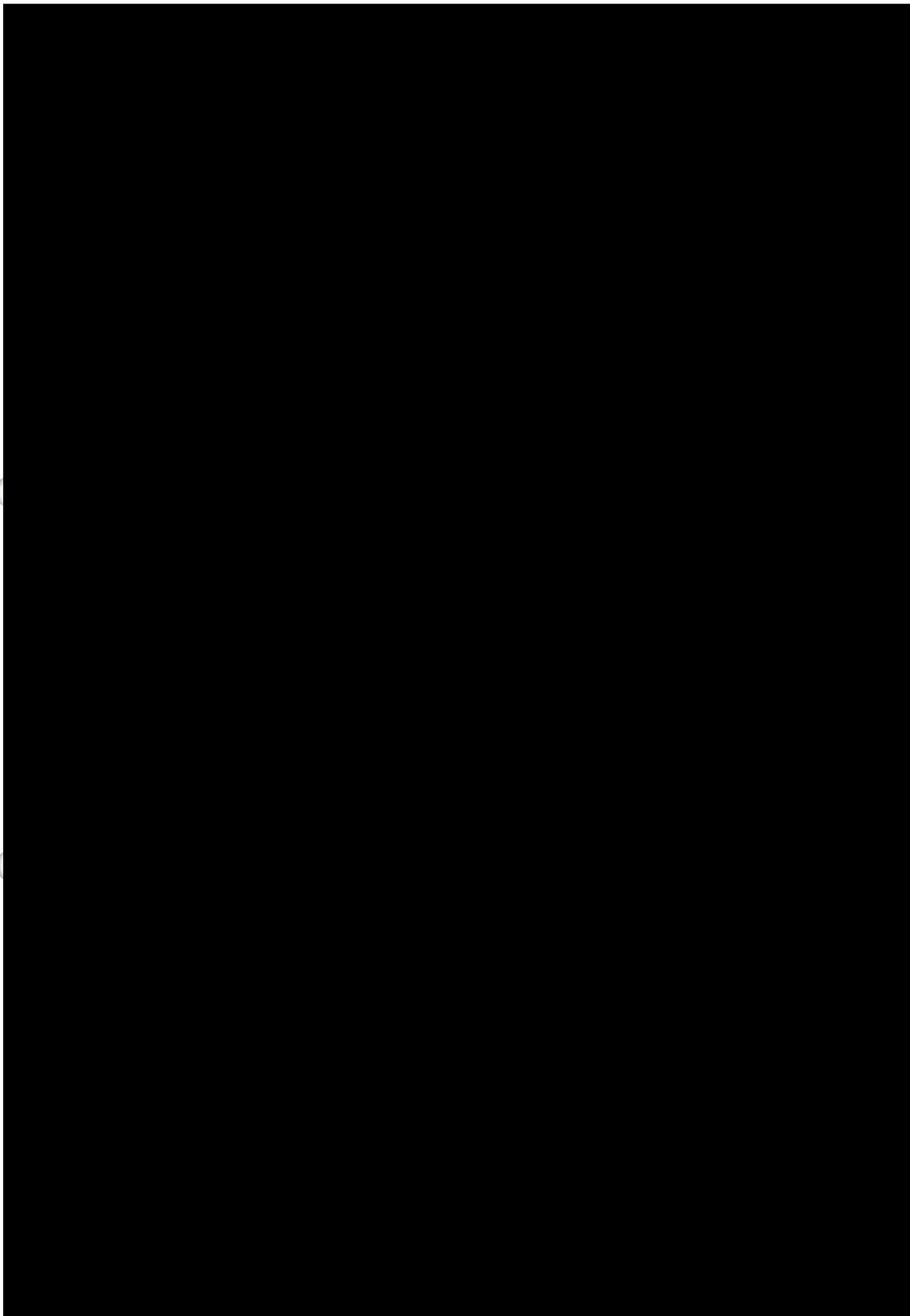


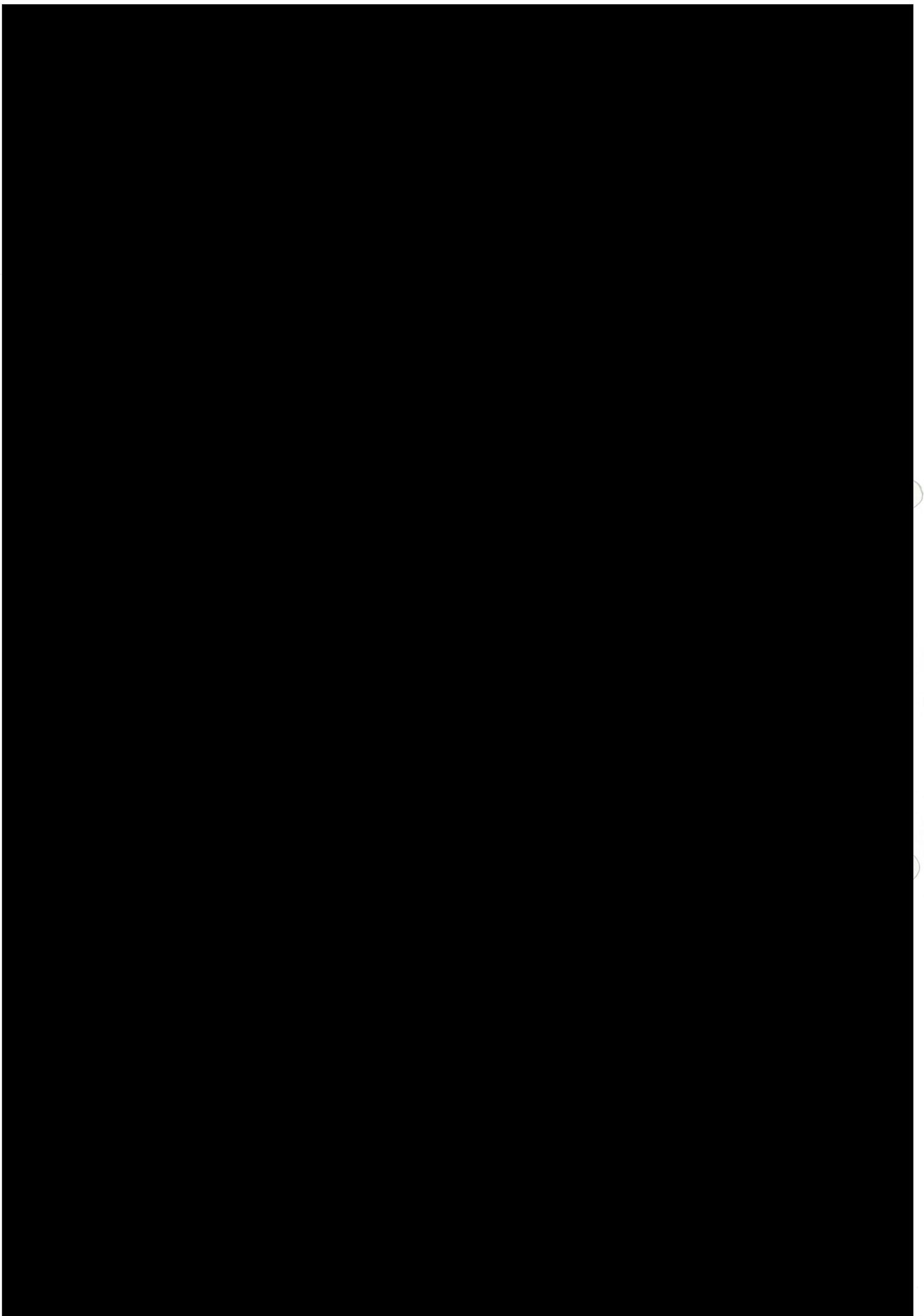


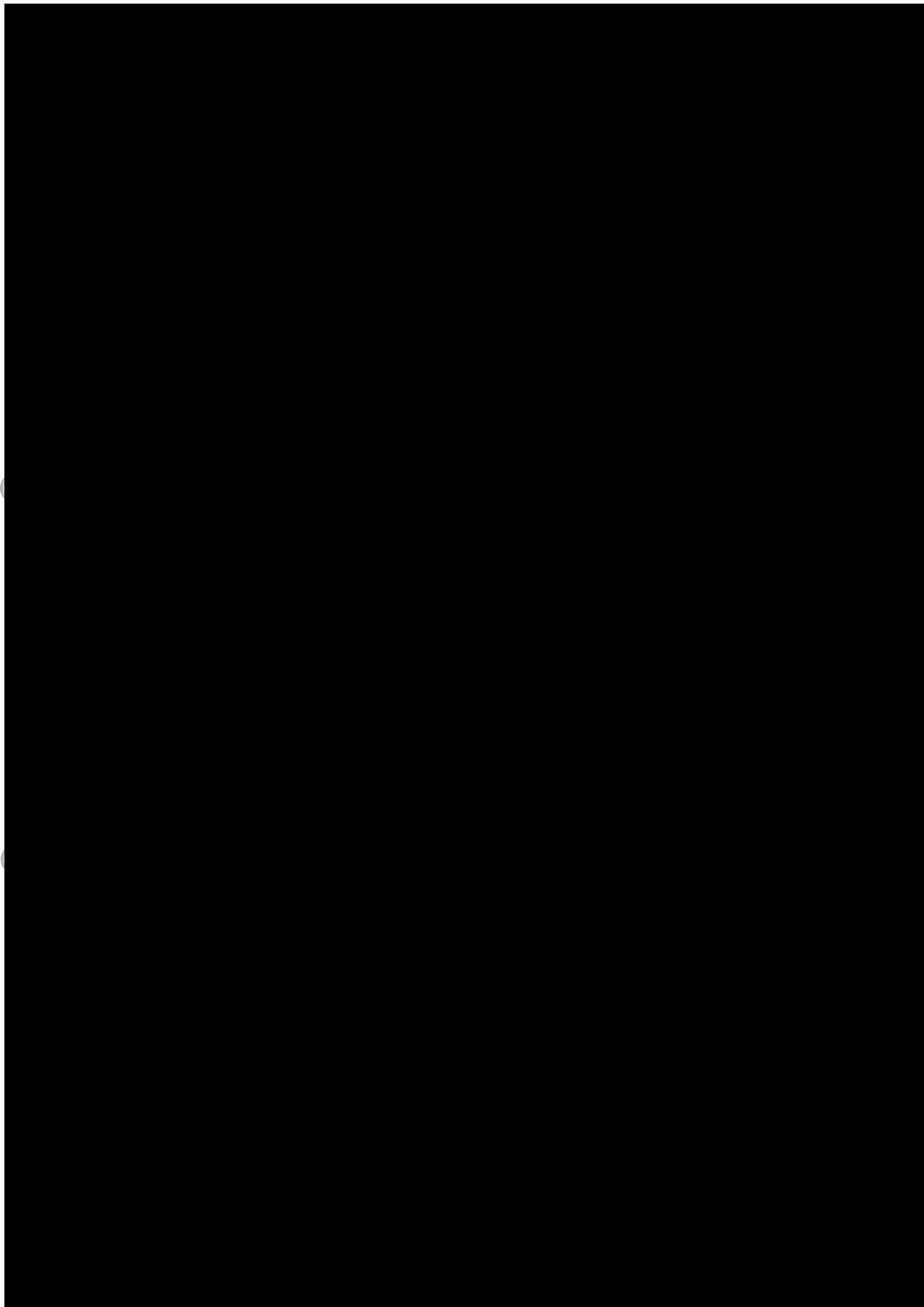


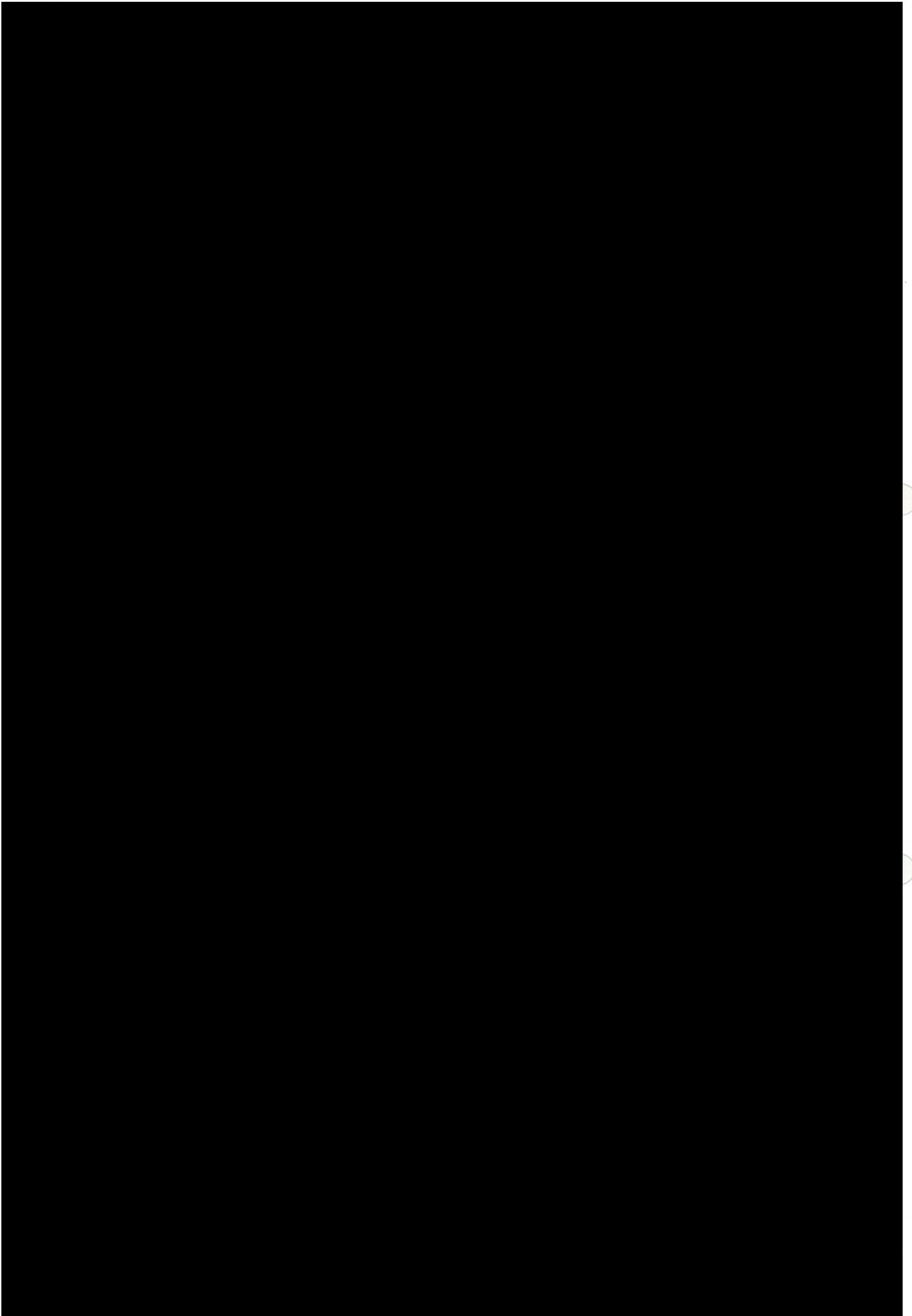


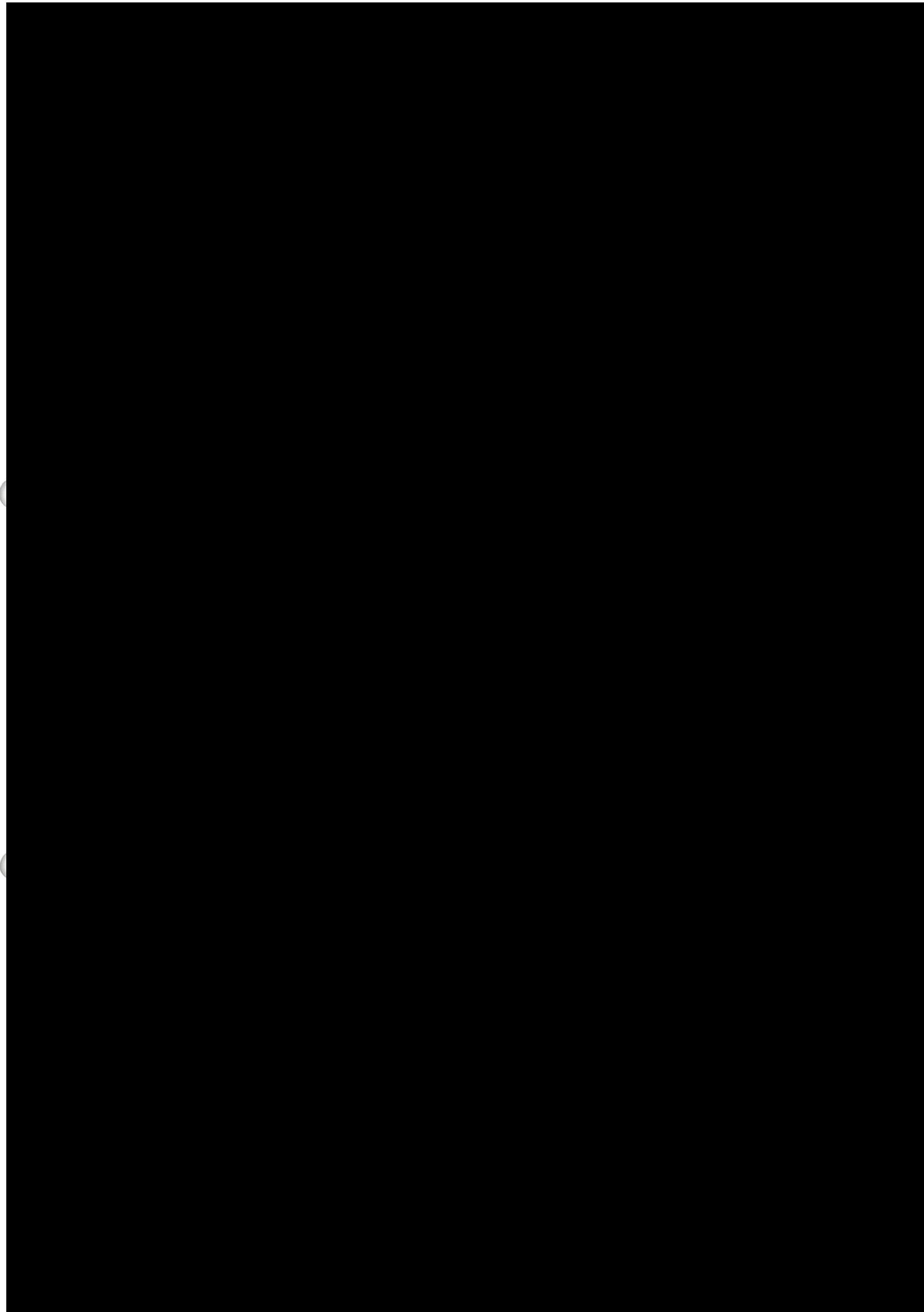


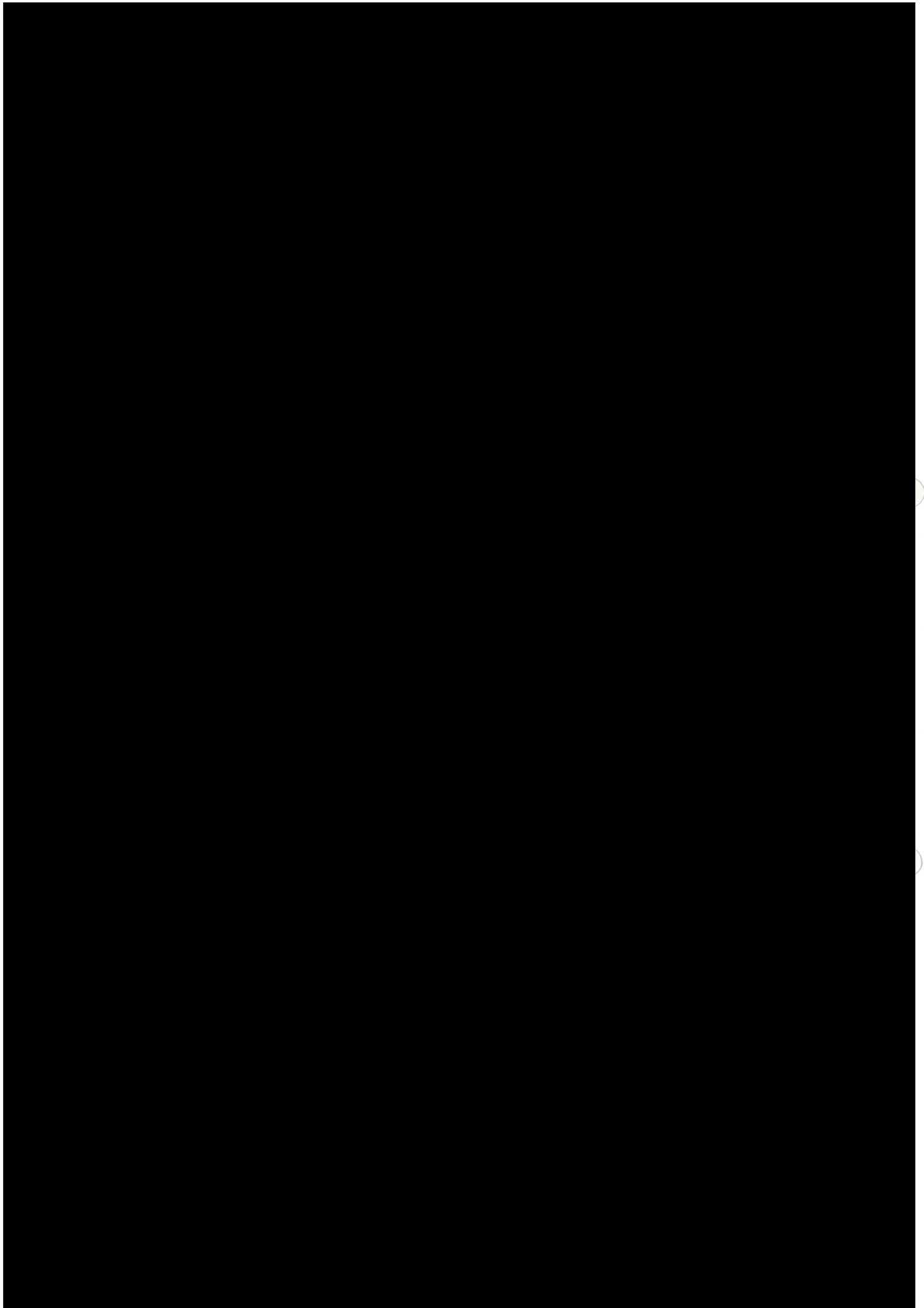


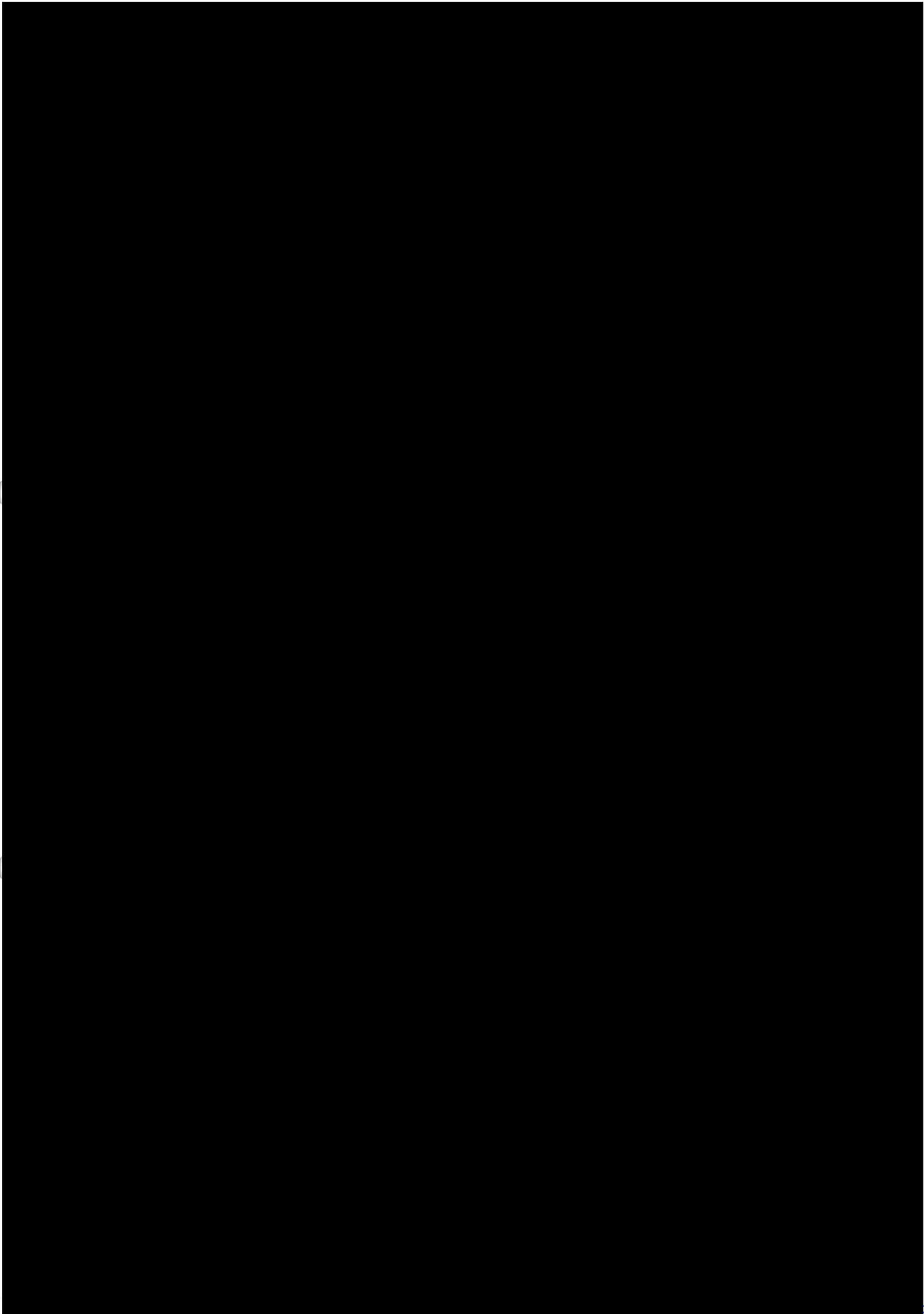


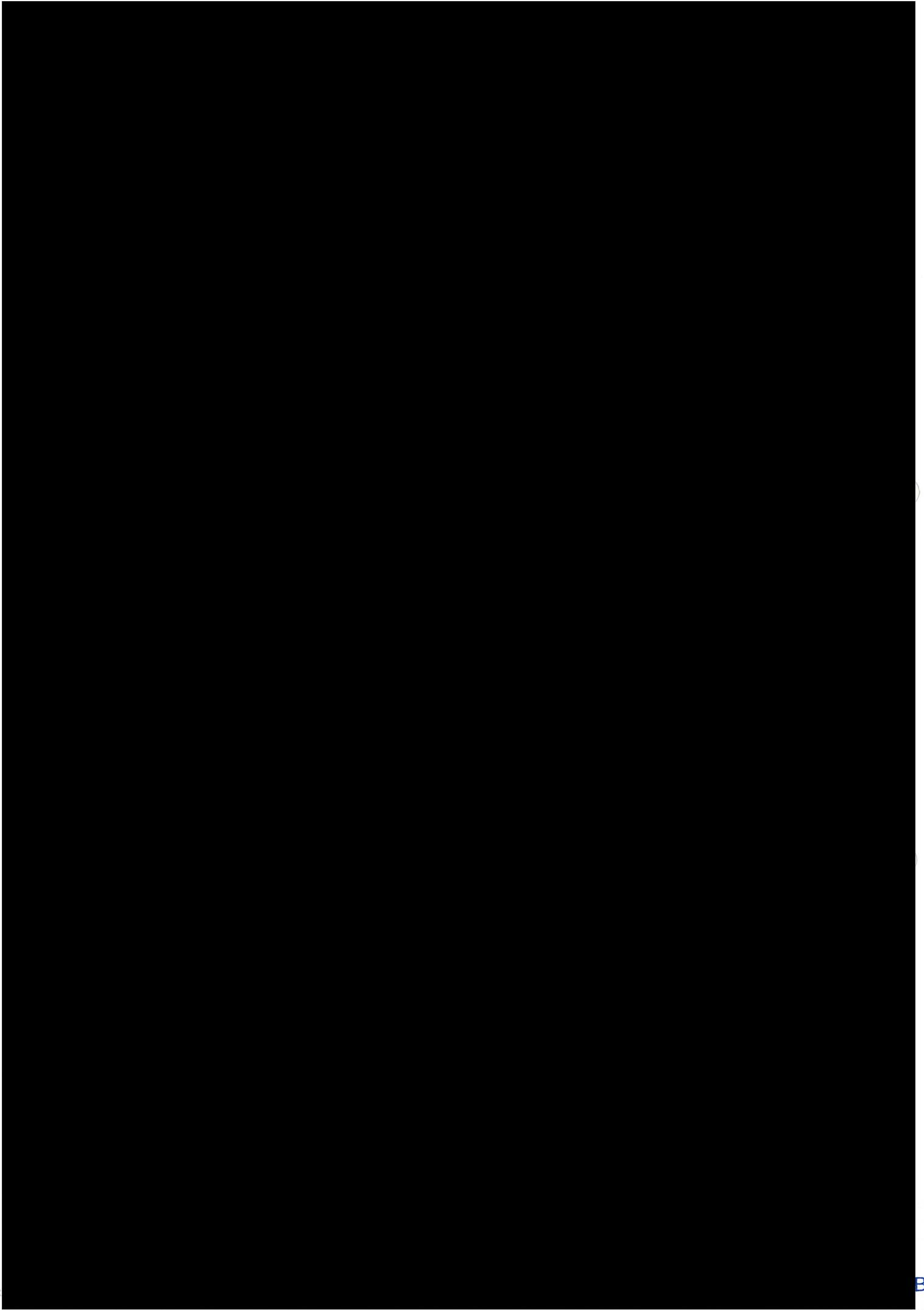


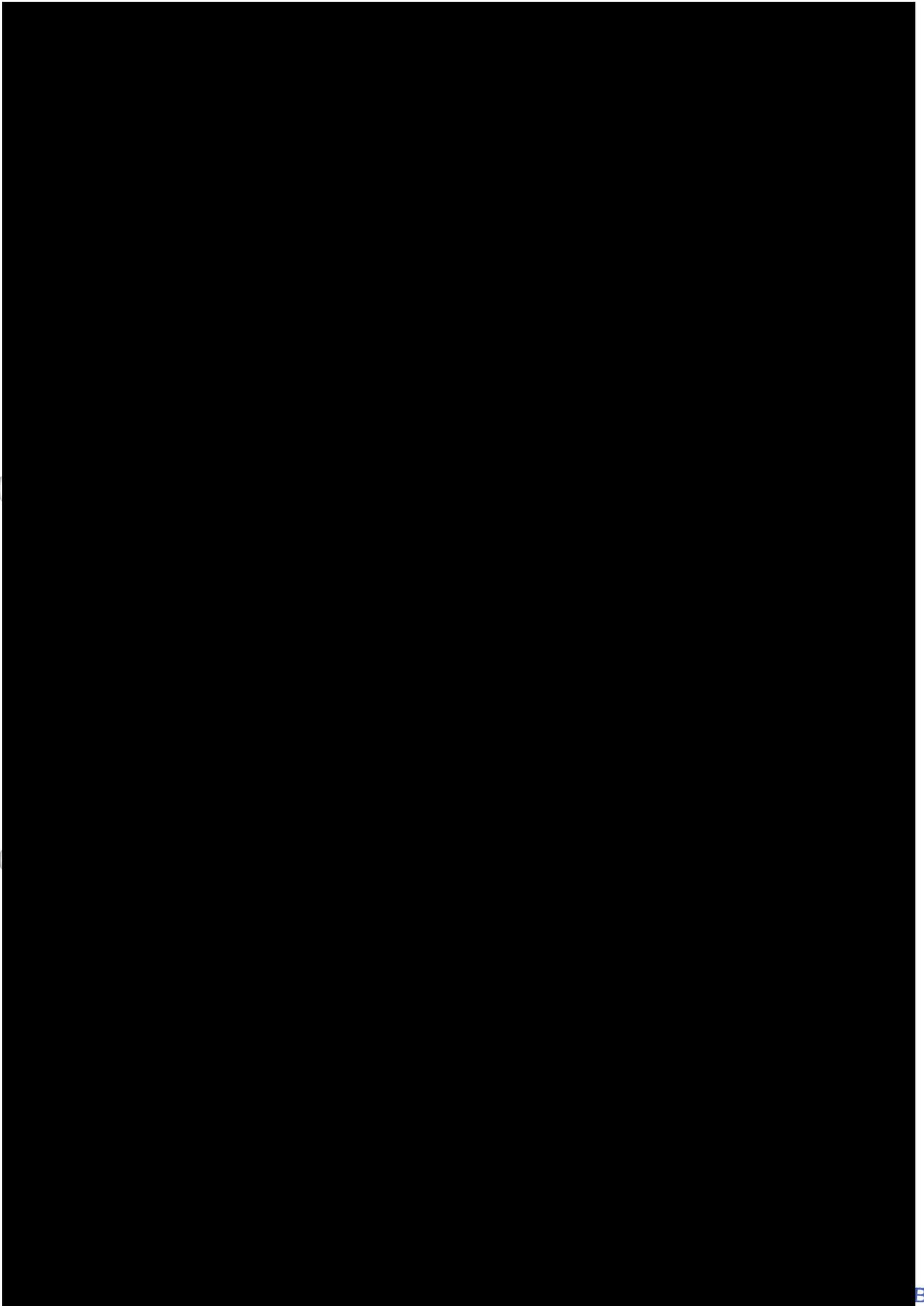


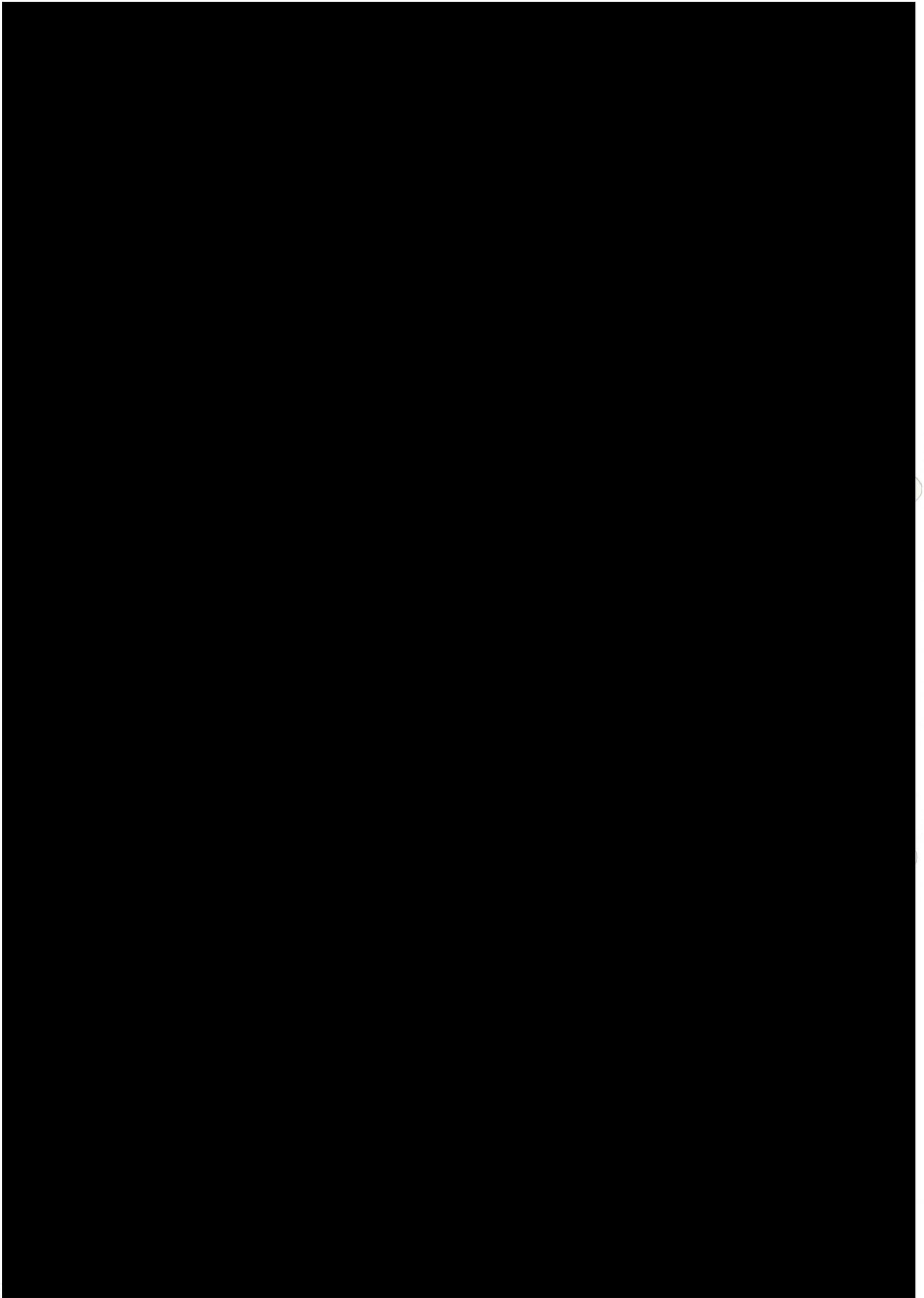


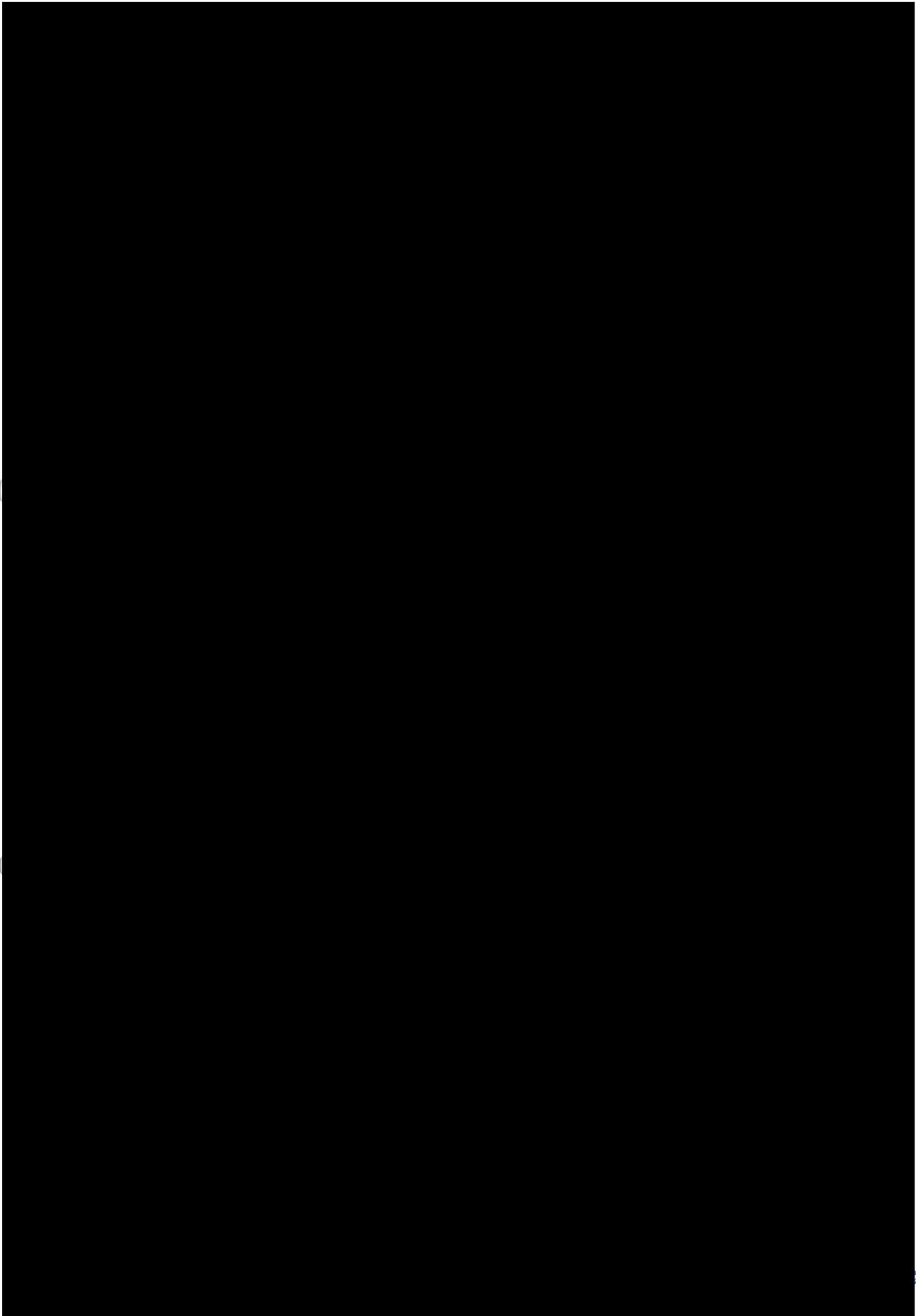


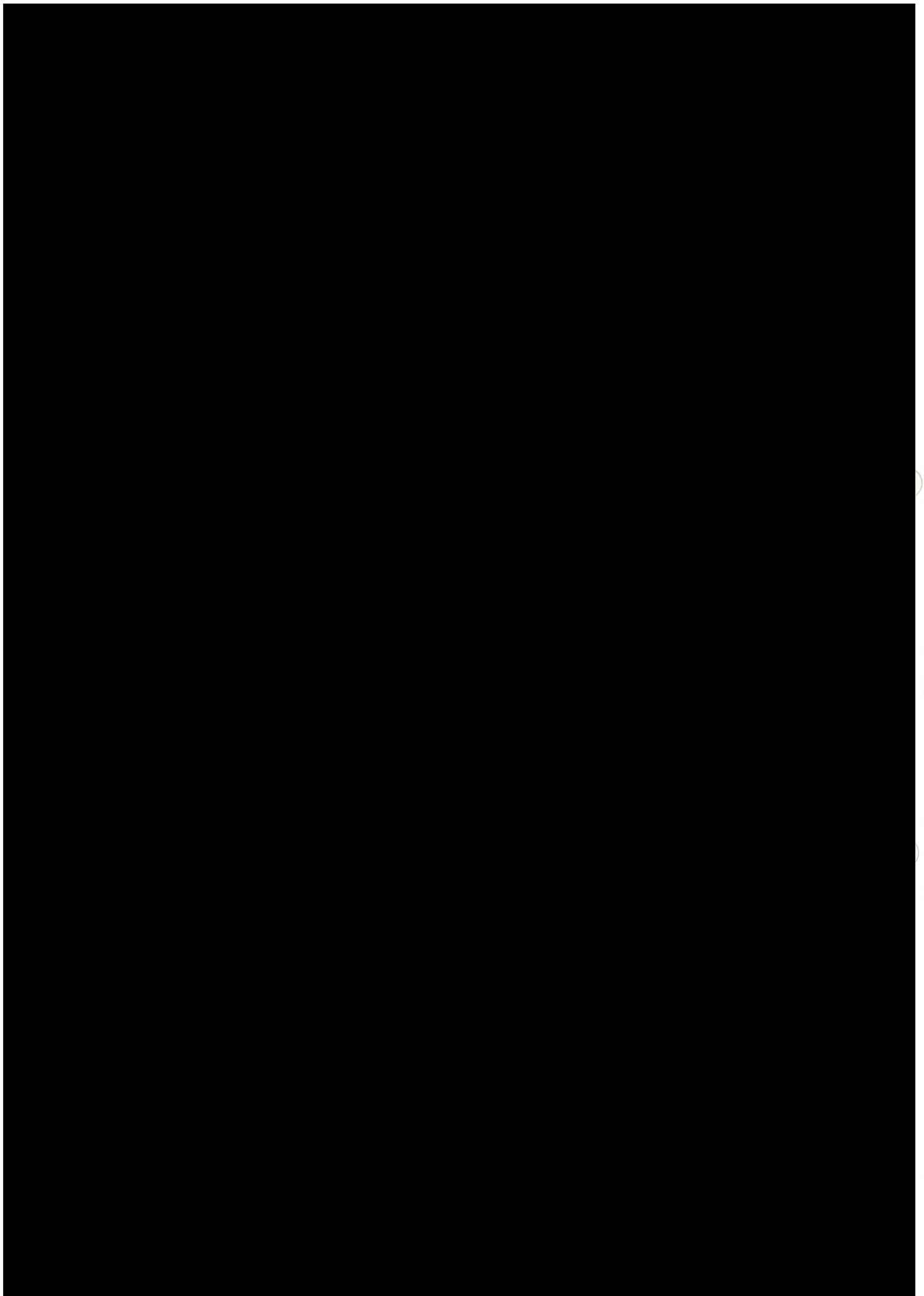


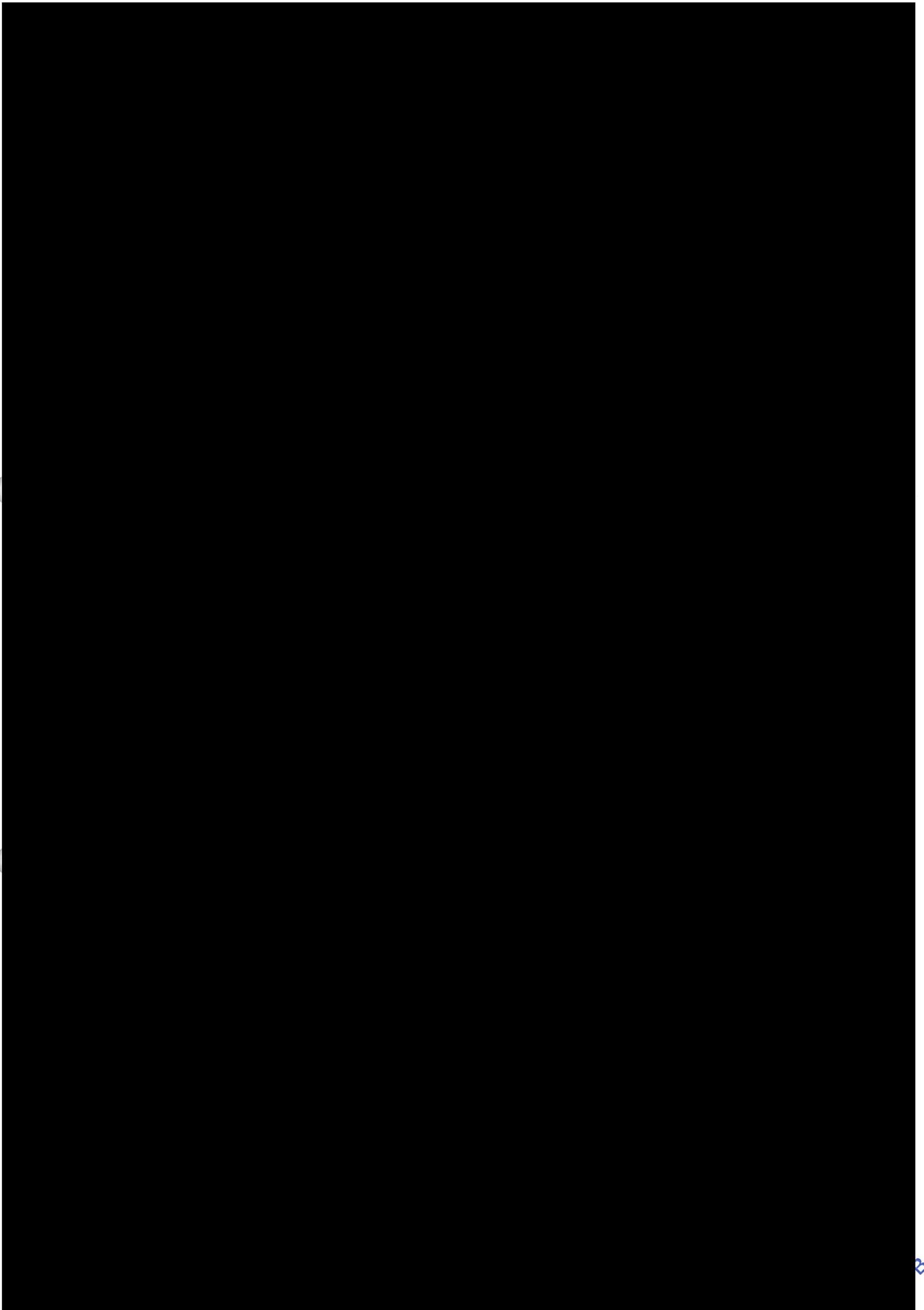


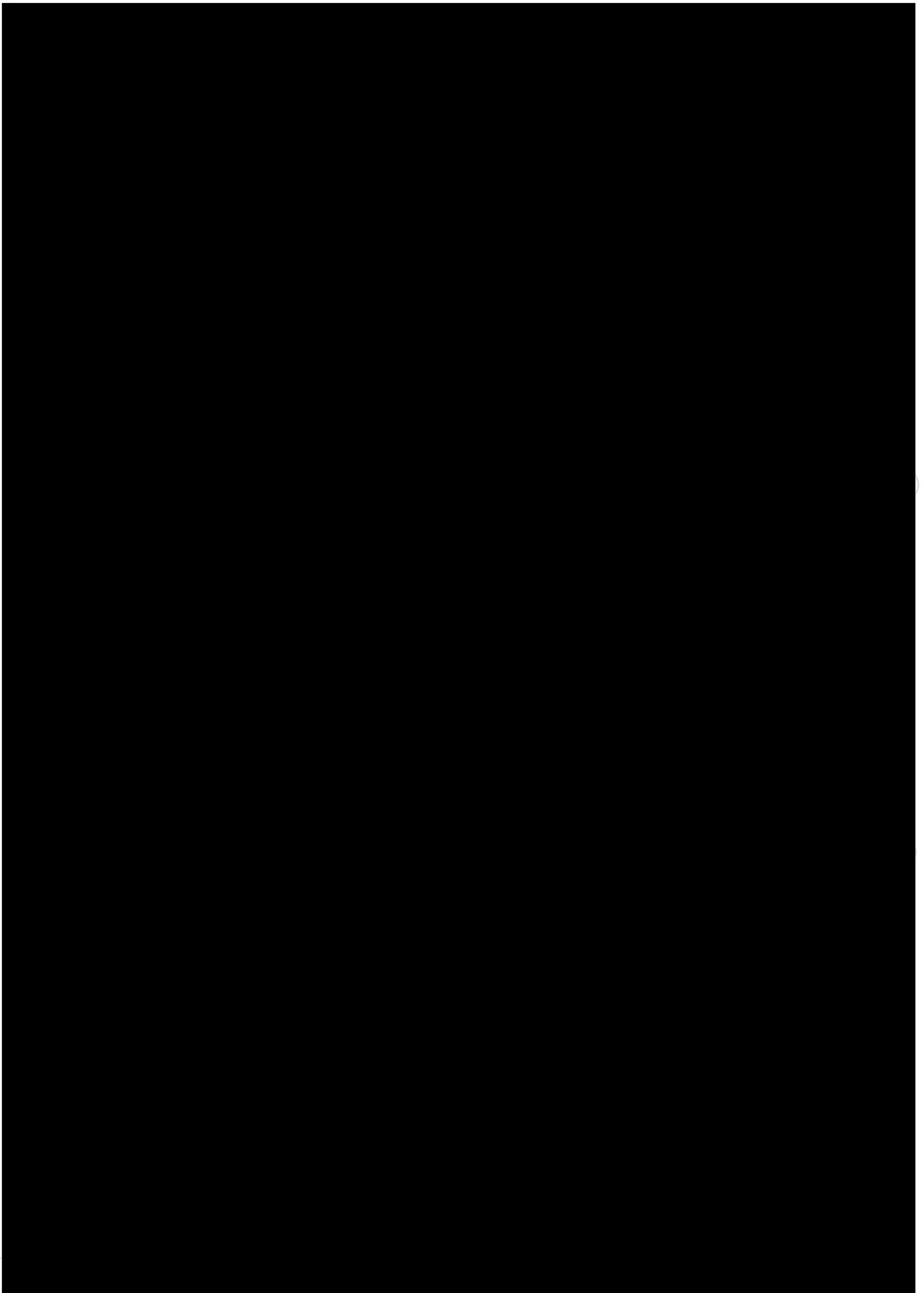


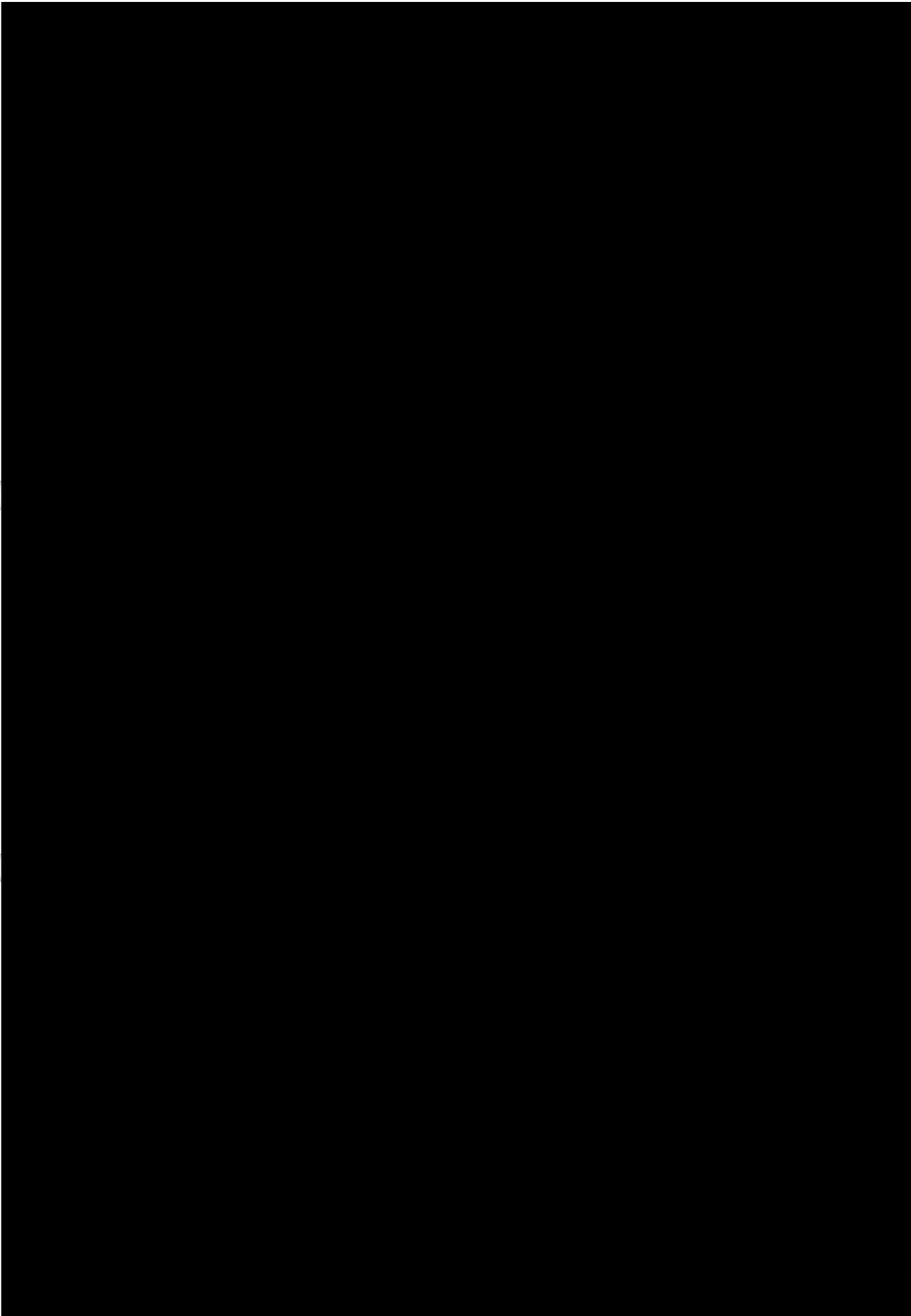


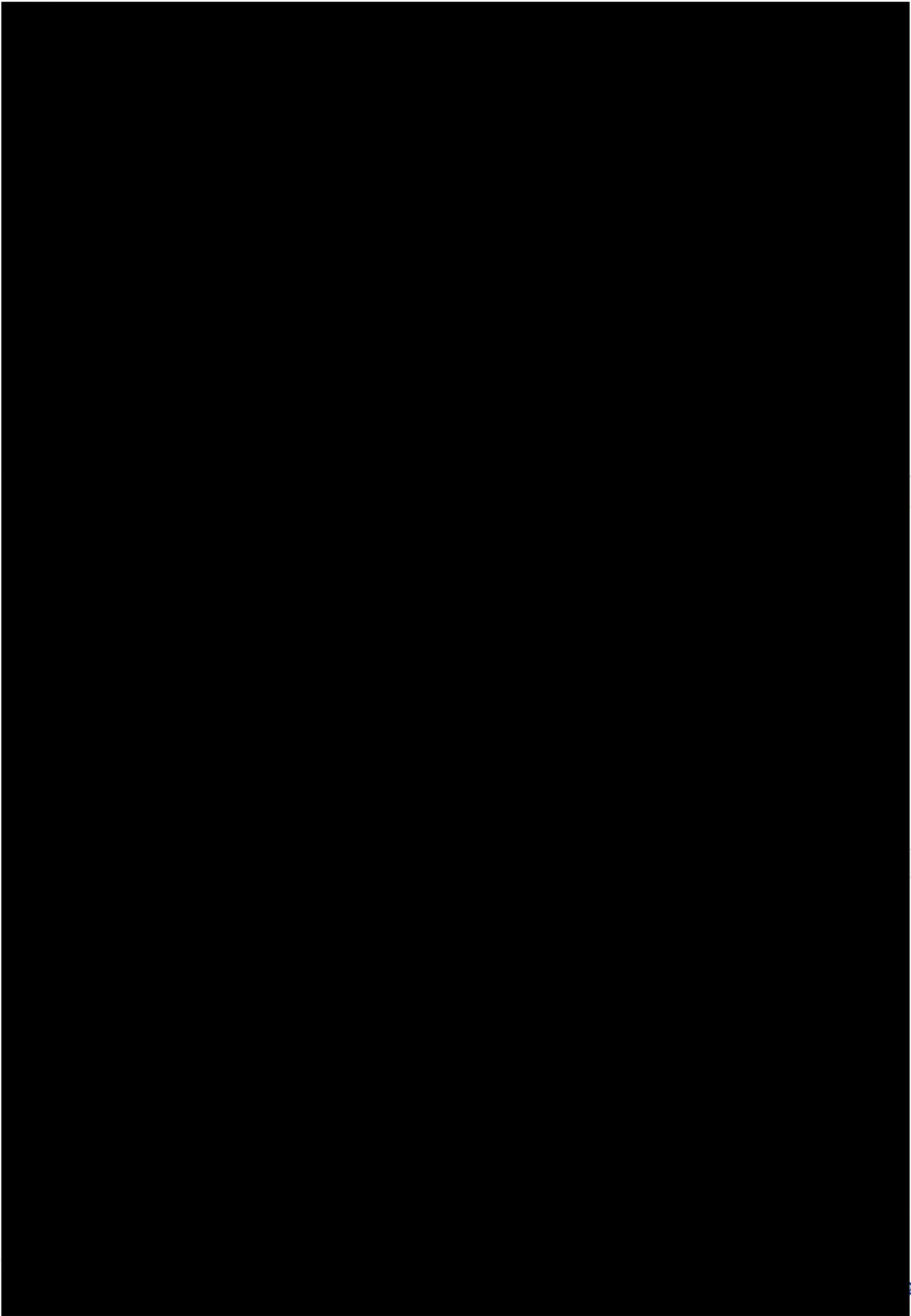


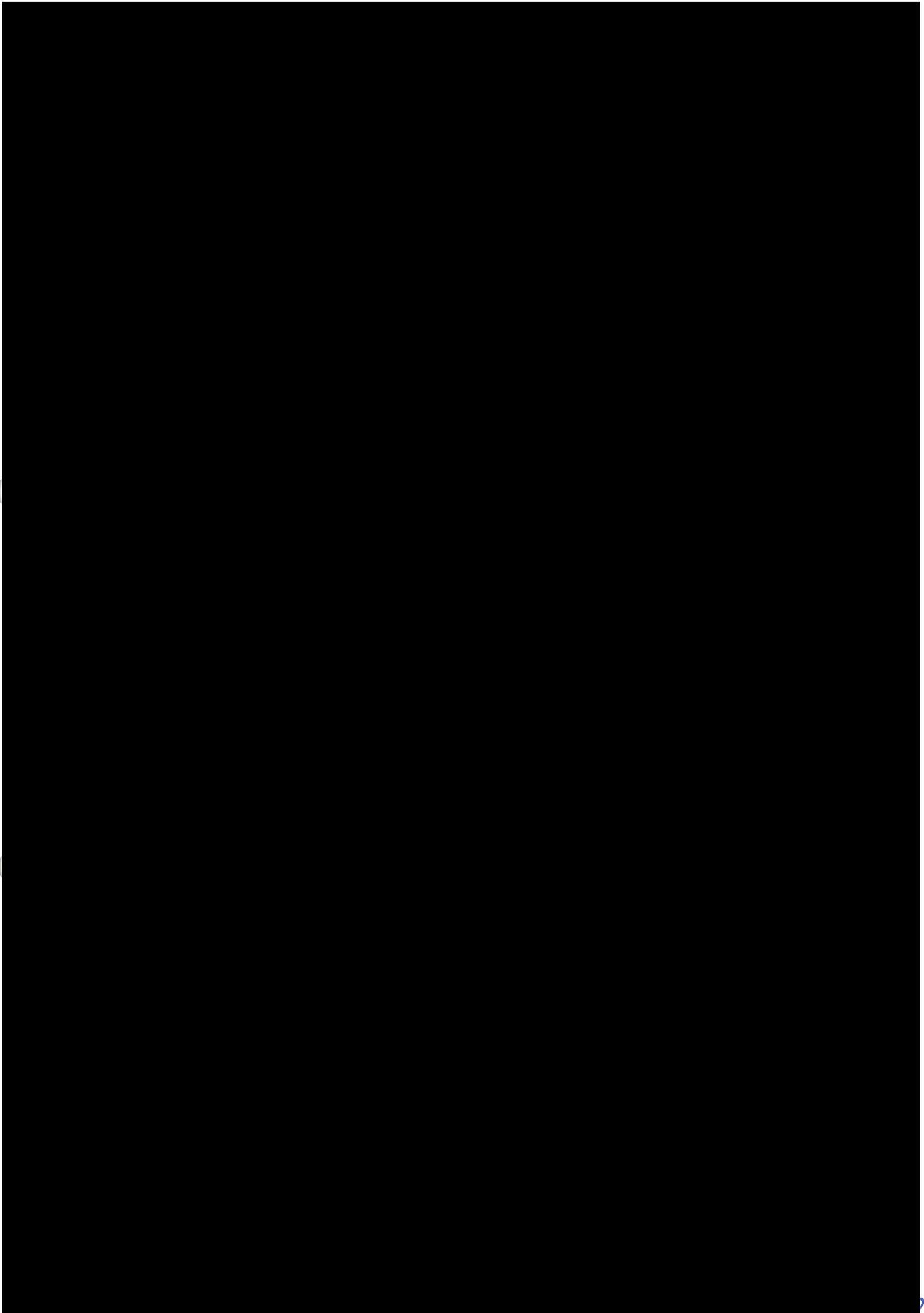


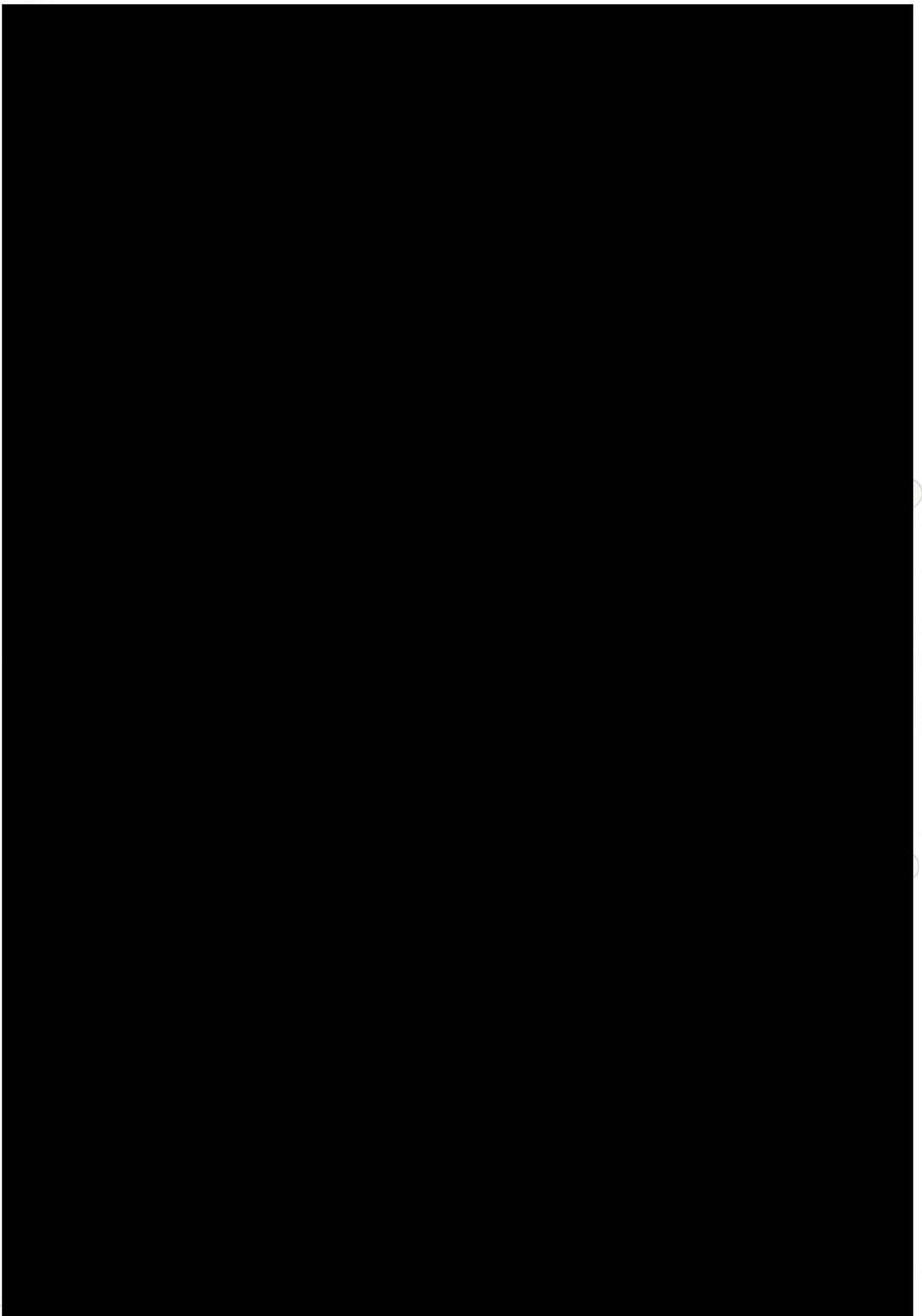


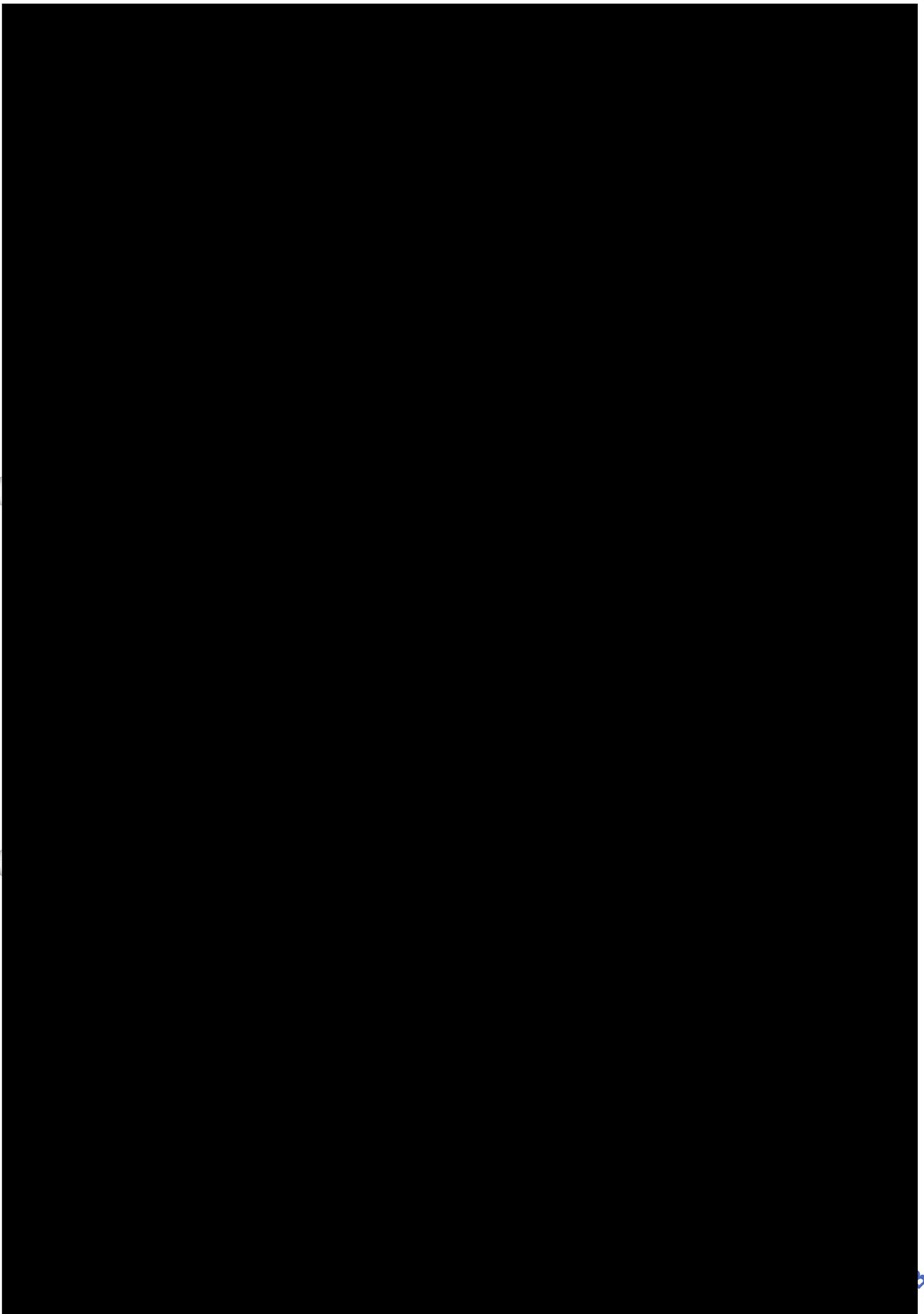


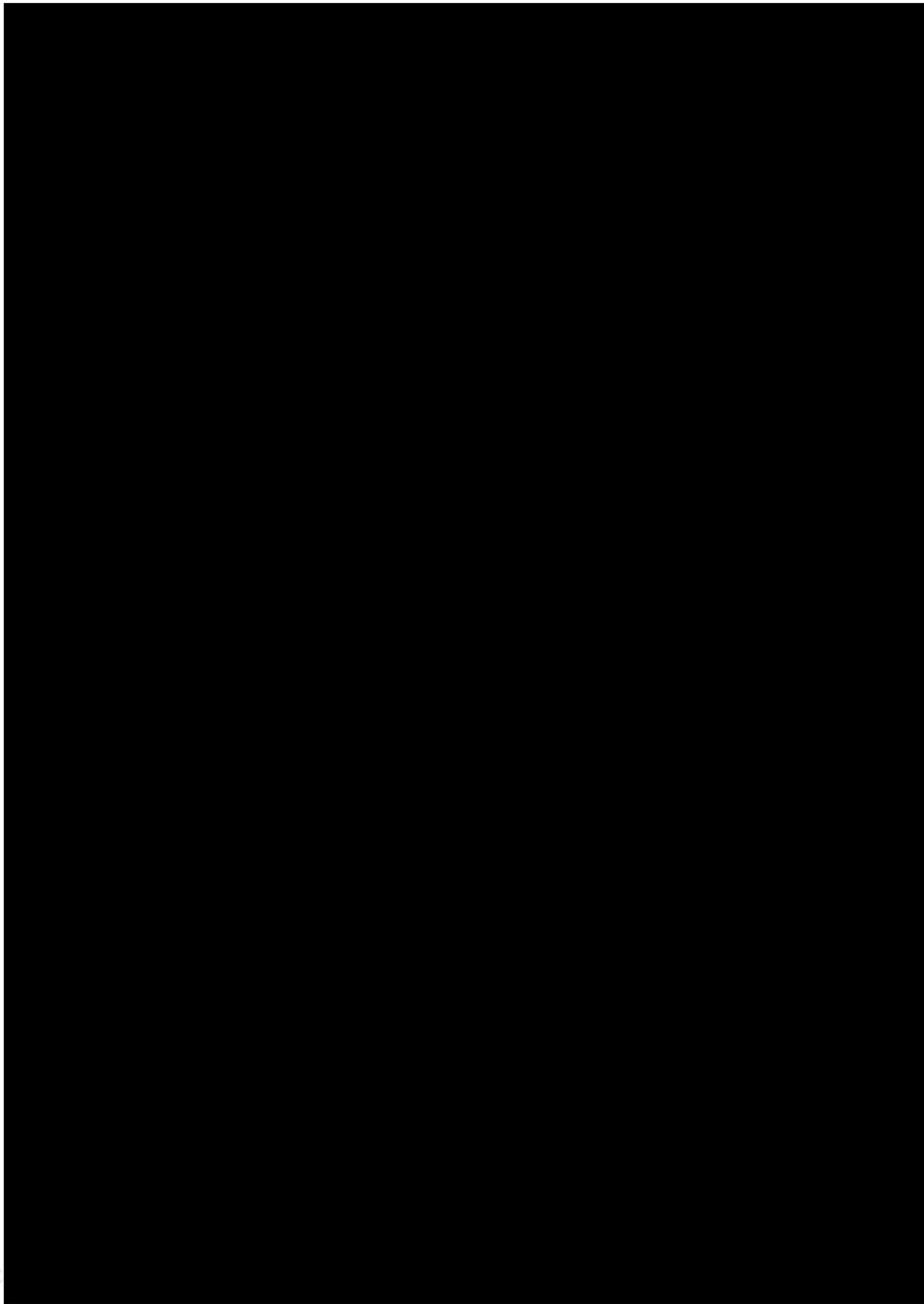












SCHEDULE D12. – SUBDIVISION REQUIREMENTS

(Clause 23.2)

1. DEFINITIONS

In this Schedule D12:

Detailed SSD Consent has the meaning given in the OSD PDA (North) or OSD PDA (South) as relevant.

Metro has the meaning given in each Draft BMS.

Metro Operational Impact has the meaning given in each Draft BMS.

OSD Design Parameters has the meaning given in the OSD PDA (North) or OSD PDA (South) as relevant.

OSD Works has the meaning given in the OSD PDA (North) or OSD PDA (South) as relevant.

Stage 1 Subdivision has the meaning given in clause 8(a) of this Schedule D12.

Stage 1 Subdivision Proposal has the meaning given in clause 8(a) of this Schedule D12.

Stage 2 Subdivision has the meaning given in clause 8(j) of this Schedule D12.

Stage 2 Subdivision Documents has the meaning given in clause 8(j) of this Schedule D12.

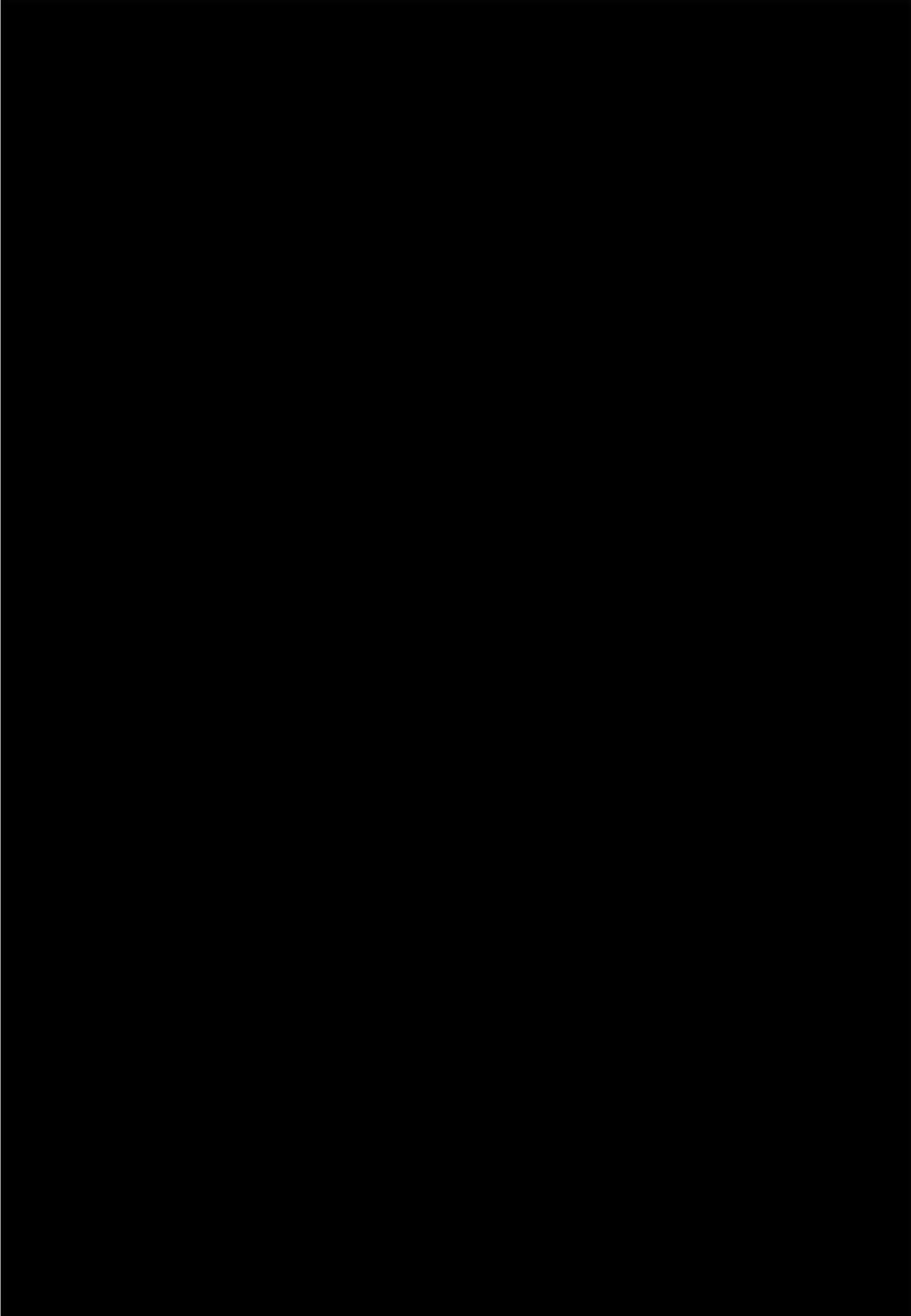
2. SUBDIVISION REQUIREMENTS

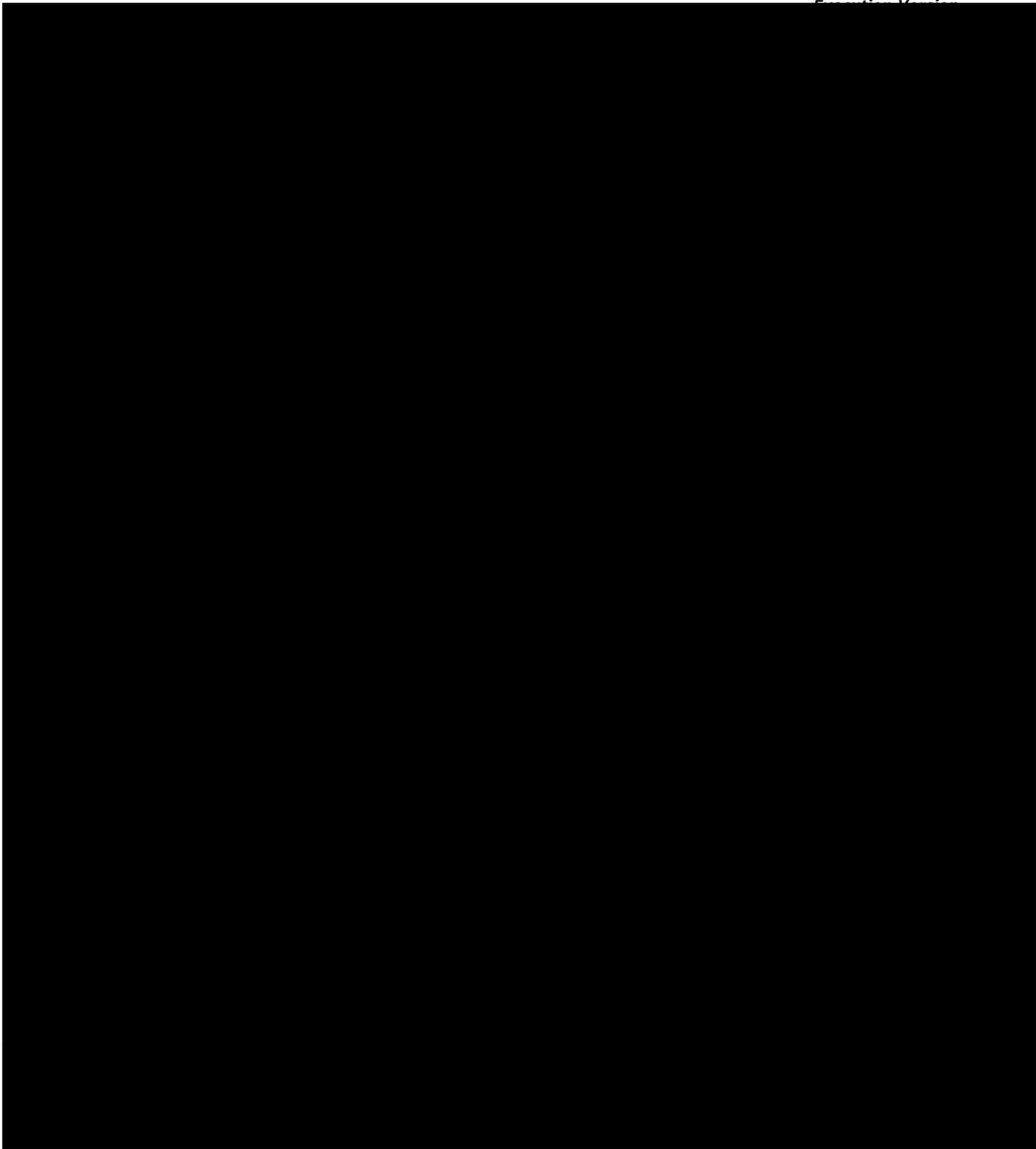
(a) **(PS Contractor must procure Subdivision)** Subject to clause 2(b) of this Schedule D12:

- (i) the PS Contractor must, on or before the Date of Completion in respect of the last Portion to achieve Completion, procure the Subdivision of the Subdivision Land in accordance with this Schedule D12;
- (ii) the PS Contractor will cause the Subdivision Documents to be prepared in accordance with the Project Planning Approval (Chatswood to Sydenham), the Detailed SSD Consent and the Subdivision Principles;
- (iii) the Draft Subdivision Plans, Draft BMSs and Draft Section 88B Instruments represent the parties' intentions at the date of this deed for the proposed Subdivision of the Subdivision Land, to the extent that relevant information was available to the parties as at the date of this deed;
- (iv) the Draft Subdivision Plans show the approximate intended boundaries of the various elements of the Subdivision Land referable to the Project Works (other than the Third Party Works) and the OSD Works, including each of the following:
 - (A) Commercial Lot;
 - (B) North Station Lot;
 - (C) North Airspace Lot;

- (D) Residential Lot;
 - (E) South Station Lot; and
 - (F) South Airspace Lot;
- (v) the Draft Section 88B Instruments contain the easements and other interests in land and their draft terms that will need to be created in conjunction with the Draft Subdivision Plans and represents the agreement of the Principal and the PS Contractor at the date of this deed to those easements and other interests in land and their draft terms, to the extent that relevant information was available to the parties as at the date of this deed;
- (vi) the Draft BMSs represent the parties' negotiated and agreed terms and position at the date of this deed, to the extent that relevant information was available to the parties as at the date of this deed;
- (vii) the Draft Subdivision Plans, the Draft Section 88B Instruments and the Draft BMSs may require amendment up to the date of lodgement for registration at LRS, such amendment to be made in accordance with the Subdivision Principles and the provisions set out in this Schedule D12; and
- (viii) if there is a North Residual Lot or a South Residual Lot created with the approval of the Principal, those stratum lots will remain in the ownership of the Principal or such other person or entity nominated by the Principal.
- (b) **(PS Contractor must procure Subdivision)** If clause 8 of this Schedule D12 applies:
- (i) on or before the Date of Completion in respect of the last Portion to achieve Completion, the PS Contractor must procure the Subdivision of the Subdivision Land in accordance with the Stage 1 Subdivision Documents, as more particularly set out in clause 8 of this Schedule D12;
 - (ii) the PS Contractor will cause the Stage 1 Subdivision Documents to be prepared in accordance with the Project Planning Approval (Chatswood to Sydenham) and the Subdivision Principles;
 - (iii) the Stage 1 North Residual Lot and Stage 1 South Residual Lot (if any) will remain in the ownership of the Principal (or its nominee) unless otherwise agreed between the parties; and
 - (iv) the PS Contractor must procure the Subdivision of the Stage 1 North Residual Lot and Stage 1 South Residual Lot as soon as practicable and in accordance with clause 8(j).

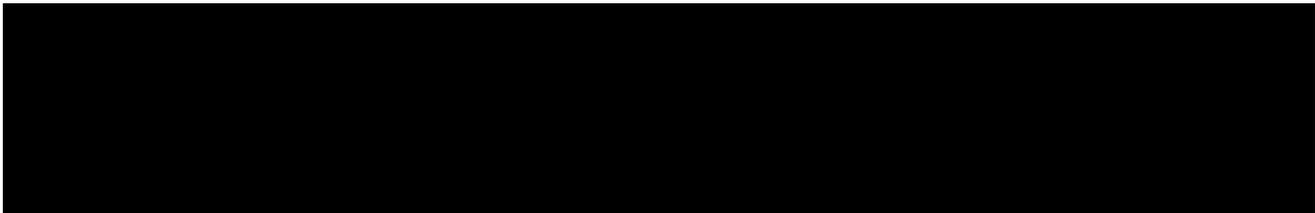
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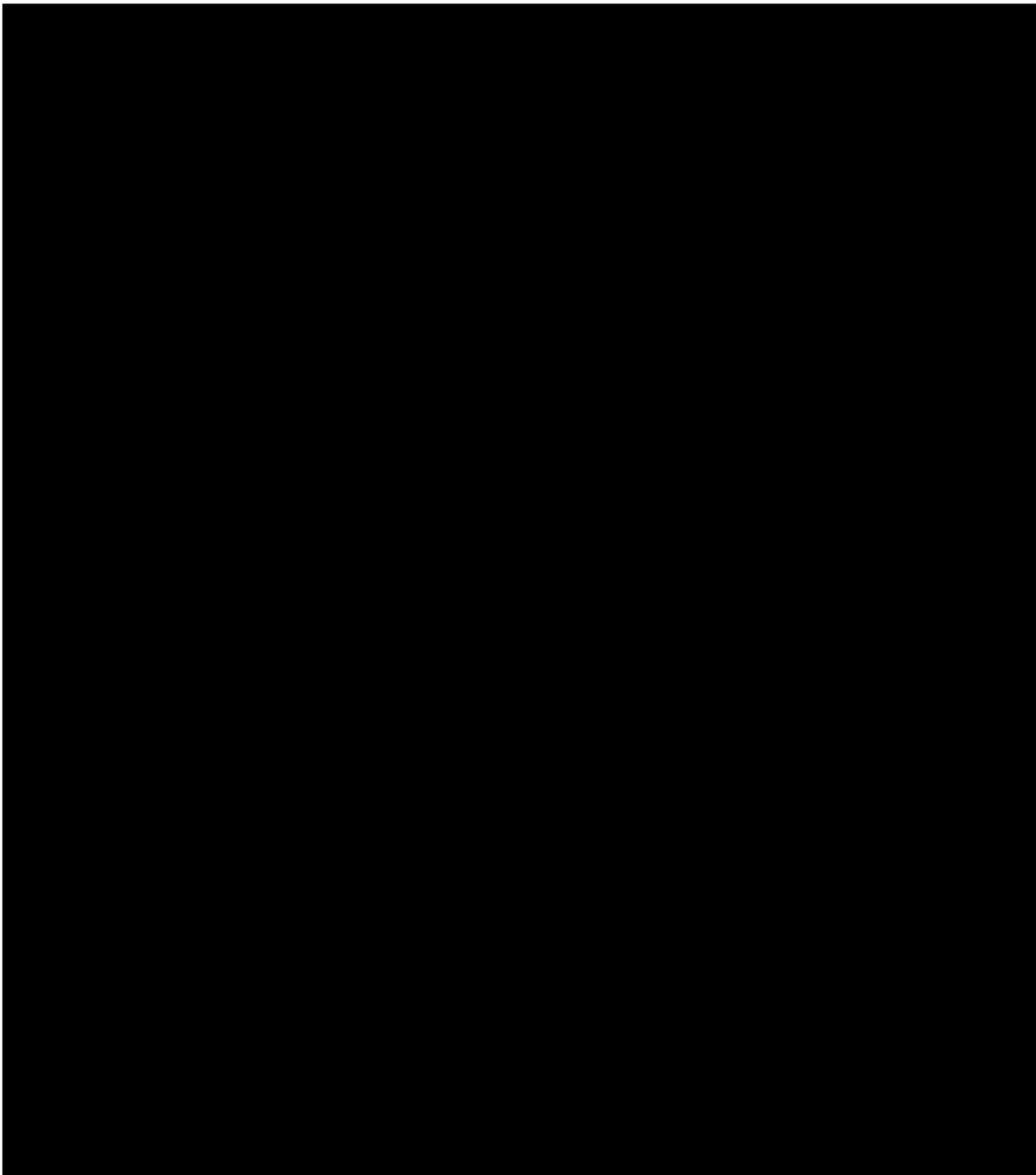




4. **SUBDIVISION PROPOSALS**

- (a) **(Provision of Subdivision Proposals)** The PS Contractor must, by the date which is 2 months after the Date of Substantial Completion (or such other date as agreed between the parties), provide to the Principal the Subdivision Proposals.
- (b) **(Cooperation)** The PS Contractor must consult in good faith and co-operate with the Principal to develop the Subdivision Proposals.





5. **PREPARATION OF SUBDIVISION PROPOSAL**

- (a) **(Requirements)** In preparing the Subdivision Proposal, the PS Contractor must address the following matters:
 - (i) the creation of all Encumbrances required by the Principal acting reasonably having regard to the operation of clause 9.11 (*Encumbrances*), and that Encumbrances may be required between the various stratum lots created by the Subdivision and may not have been included in the relevant Draft Section 88B Instrument;

- (ii) without limiting clause 5(a)(iii) of this Schedule D12, any matters set out in the Subdivision Principles;
 - (iii) the sharing of costs and responsibilities for Shared Facilities not included in the relevant Draft BMS between the Lot Owners having regard to clause 4.4 of the Subdivision Principles; and
 - (iv) any other matters required by the Principal (acting reasonably).
- (b) **(Appointment of Surveyor)** The PS Contractor must:
- (i) appoint a Surveyor to prepare the proposed Subdivision Plans and associated Subdivision Documents;
 - (ii) appoint the Surveyor within [REDACTED] after the date of this deed; and
 - (iii) obtain the prior written consent of the Principal (acting reasonably) to:
 - (A) the appointment of the Surveyor under clause 5(b)(ii) of this Schedule D12; and
 - (B) any replacement of the Surveyor from time to time.

6. **DETERMINATION OF SHARED FACILITIES AND SHARED COSTS**

(Shared Facilities and Shared Costs) If, within [REDACTED] after a Subdivision Proposal is submitted by the PS Contractor under clause 4(a) of this Schedule D12, the parties cannot reach agreement in relation to the matters referred to in clause 5(a)(iii) of this Schedule D12, the PS Contractor may, at its Cost, appoint an independent expert (being an expert approved by the Principal (acting reasonably)) to determine the matters, such determination to be made within [REDACTED] after the appointment of the independent expert and to be made so that it is consistent with and reflects the Subdivision Principles. The determination of the independent expert will be binding on the PS Contractor and the Principal, except where such determination was made fraudulently or contains a manifest error.

7. **PS CONTRACTOR BOUND BY ENCUMBRANCES**

(PS Contractor is bound) The PS Contractor agrees that:

- (a) on registration of all Encumbrances to be created under clause 5(a)(i) of this Schedule D12, it is, or will be, bound by such Encumbrances and must not cause a breach of such Encumbrances; and
- (b) any lease, licence or other right of occupation granted by the PS Contractor in respect of the Commercial Lot or the Residential Lot must contain an acknowledgment from any tenant, licensee or occupier that it is bound by and must not cause a breach of the terms of those Encumbrances even if they are registered after the date the PS Contractor enters into its arrangements with the relevant tenant, licensee or occupier.

8. **TWO STAGE SUBDIVISION**

(a) **(Requirements)** If:

- (i) the Principal is of the view that the OSD Works are required to be, but are not, sufficiently advanced to achieve accurate boundary definitions of:

- (A) the Commercial Lot and the North Airspace Lot; and / or
 - (B) the Residential Lot and the South Airspace Lot; or
- (ii) the PS Developer has not procured the relevant Approval to Subdivide:
- (A) the North Site to create the Commercial Lot and the North Airspace Lot; or
 - (B) the South Site to create the Residential Lot and the South Airspace Lot,

by the date referred to in clause 4(a) of this Schedule D12, then the PS Contractor must Subdivide:

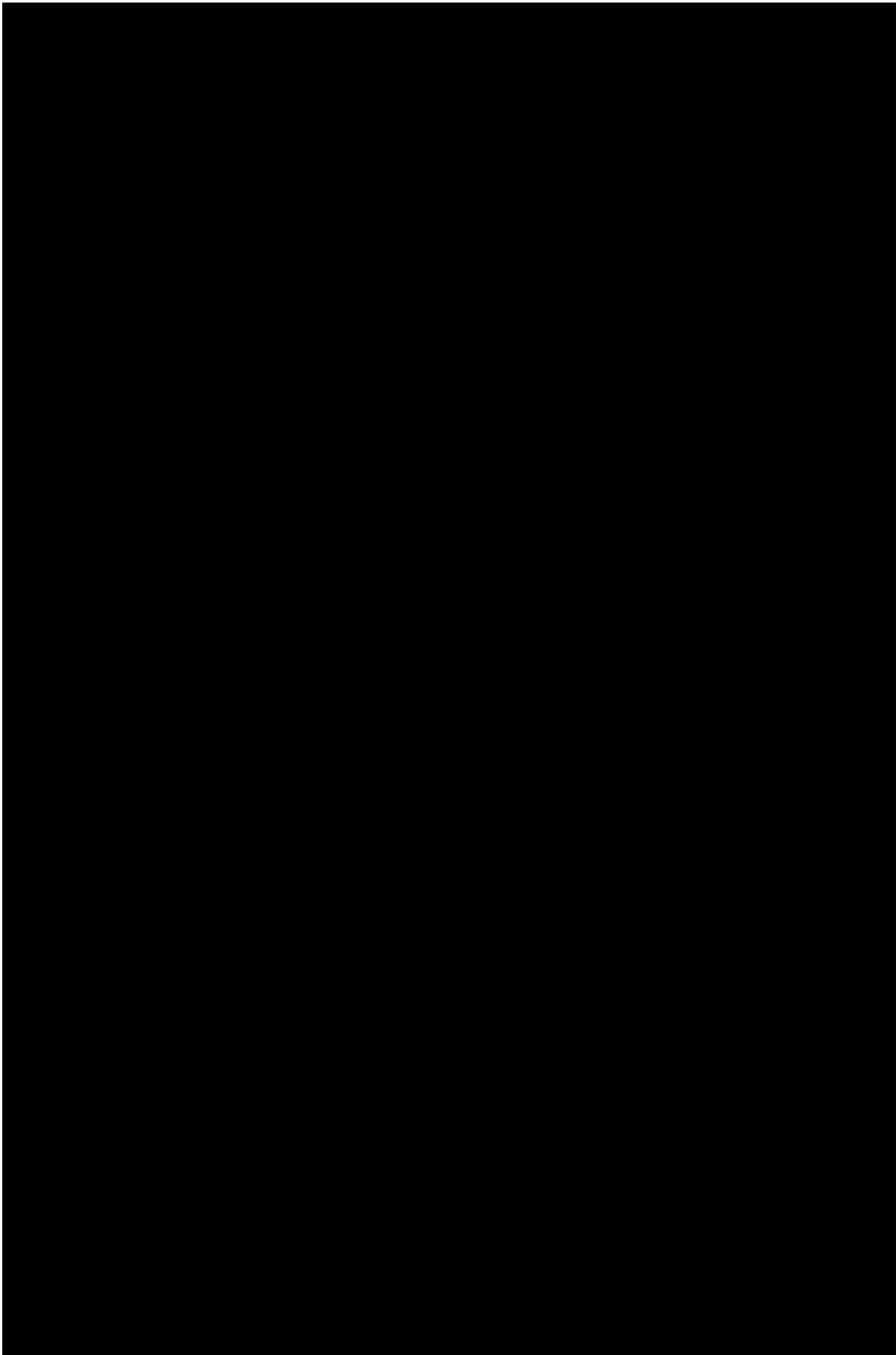
- (C) the North Site to create the North Station Lot and the Stage 1 North Residual Lot; or
- (D) the South Site to create the South Station Lot and the Stage 1 South Residual Lot,

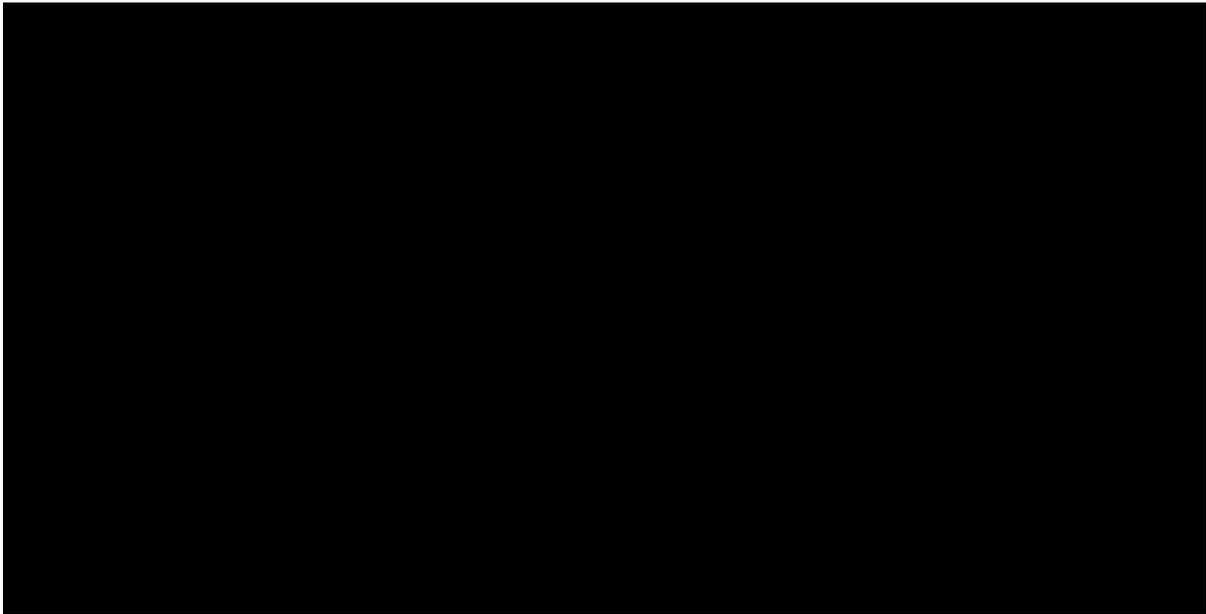
(as applicable) (**Stage 1 Subdivision**) and provide to the Principal a Subdivision proposal (**Stage 1 Subdivision Proposal**) which must:

- (iii) outline and provide reasonable details of the stratum lots which will comprise:
- (A) the North Station Lot and the Stage 1 North Residual Lot; or
 - (B) the South Station Lot and the Stage 1 South Residual Lot,
- (as applicable); and
- (iv) attach:
- (A) proposed subdivision plans for the North Site or the South Site (as applicable) (**Draft Stage 1 Subdivision Plan**);
 - (B) proposed Section 88B Instruments for the North Site or the South Site (as applicable) which include all easements required to operate and maintain the Metro as contemplated under clause 9.11 or are required by an Authority;
 - (C) proposed Building Management Statements for the North Site or the South Site (as applicable); and
 - (D) a certificate from the Surveyor addressed to the Principal confirming that the above documents accord with the Project Planning Approval (Chatswood to Sydenham), the Subdivision Principles and, as much as reasonably practicable, the draft Subdivision Documents,

(the **Stage 1 Subdivision Documents**).

- (b) (**Cooperation**) The PS Contractor must consult in good faith and co-operate with the Principal to develop the Stage 1 Subdivision Proposal.





9. **LICENCE TO USE LOADING DOCK**

(Loading Dock) If the PS Contractor is unable to create the Commercial Lot and the Residential Lot by the Date of Completion, then, for the period commencing on the Date of Completion and expiring on the date of registration of an easement in respect of the Loading Dock substantially in the form of the easement for access and use of the Loading Dock as set out in the Draft Section 88B Instrument, the PS Contractor grants a licence or must procure the grant of a licence in favour of the Principal and its Associates to access and use the Loading Dock on the same terms and conditions as set out in the Draft Section 88B Instrument.

10. **NOTICE OF CREATION OF LOTS**

(Notice) The PS Contractor must, within [REDACTED] after it becomes aware that the Commercial Lot or the Residential Lot (as relevant) has been created by way of registration of the Subdivision Documents or Stage 2 Subdivision Documents, notify the Principal in writing of such registration.

11. **OPERATION OF THE BUILDING MANAGEMENT STATEMENTS**

(Building Management Statements) If the Building Management Statements have been registered on title as contemplated under this Schedule D12, during the period commencing on the date of such registration and expiring on the Date of Completion, the PS Contractor agrees to be bound by and to comply with the terms and conditions of the registered Building Management Statements (to the extent that such terms and conditions apply) as if it were the registered proprietor of the Commercial Lot and the Residential Lot, provided that to the extent there is any inconsistency between the terms and conditions of the registered Building Management Statements and this deed, this deed will prevail.

SCHEDULE D13. – SUBDIVISION PRINCIPLES

(Schedule A2 and Schedule D12)

1. DEFINITIONS

In this Schedule D13:

Development Consent has the meaning given in the OSD PDA (North) or OSD PDA (South) as relevant.

Metro has the meaning given in each Draft BMS.

North Building Management Statement means the Building Management Statement in respect of the North Site, being the document substantially in the form of the Draft North BMS which has been amended in accordance with Schedule D12 (*Subdivision Requirements*) so that it is in a form acceptable to the Principal and the PS Contractor (each acting reasonably).

North Station Lot Owner has the meaning given in the Draft North BMS.

North Subdivision Plan means the subdivision plan in respect of the North Site, being the document substantially in the form of the Draft North Subdivision Plan which has been amended in accordance with Schedule D12 (*Subdivision Requirements*) so that it is in a form acceptable to the Principal and the PS Contractor (each acting reasonably).

Restricted OSD Area has the meaning given in each Draft BMS (as applicable).

Shared Facilities Plans has the meaning given in each Draft BMS (as applicable).

Shared Facilities Schedule has the meaning given in each Draft BMS (as applicable).

Shared Facility has the meaning given in each Draft BMS (as applicable).

South Building Management Statement means the Building Management Statement in respect of the South Site, being the document substantially in the form of the Draft South BMS which has been amended in accordance with Schedule D12 (*Subdivision Requirements*) so that it is in a form acceptable to the Principal and the PS Contractor (each acting reasonably).

South Station Lot Owner has the meaning given in the Draft South BMS.

South Subdivision Plan means the subdivision plan in respect of the South Site, being the document substantially in the form of the Draft South Subdivision Plan which has been amended in accordance with Schedule D12 (*Subdivision Requirements*) so that it is in a form acceptable to the Principal and the PS Contractor (each acting reasonably).

Station Lot has the meaning given in each Draft BMS (as applicable).

Station Lot Owner has the meaning given in each Draft BMS (as applicable).

2. SUBDIVISION PLANS

2.1 Surveying principles to be adopted by the Surveyor

- (a) Stratum boundaries are required to be defined relative to Australian Height Datum (AHD).
- (b) Horizontal boundaries – each stratum lot extends from within the lowest common floor slab (that is intended to be within the lot) up to within the slab above (that is intended to be within the lot). It is common practice to adopt the centre of the respective slabs.
- (c) Vertical (perimeter) boundaries – with the exception of item (e) below, each stratum lot extends to the outside structural surface. The lot that is adjacent to the lot that extends outside the structural surface is to be projected to the external boundary to reduce any small slivers of land being created.
- (d) For common walls of two internal lots – generally “ad medium filum” applies.
- (e) The external boundaries of the Commercial Lot and the Residential Lot will be in accordance with the Draft Subdivision Plans (as may be modified by a Development Consent).

2.2 **Conceptual principles**

- (a) The intended owner of the North Station Lot (Lot 1 in the North Subdivision Plan) will be the Principal.
- (b) The intended owner of the South Station Lot (Lot 1 in the South Subdivision Plan) will be the Principal.
- (c) Lot 2 in the North Subdivision Plan will be the Commercial Lot and will comprise the North OSD.
- (d) Lot 2 in the South Subdivision Plan will be the Residential Lot and will comprise the South OSD.
- (e) The owner of Lot 3 in the North Subdivision Plan will be the Principal. Lot 3 will be the North Airspace Lot and will comprise the airspace (limited in depth, unlimited in height) above the North OSD. [REDACTED]
[REDACTED] Lot 3 will not be part of the building referred to, or included, in the North Building Management Statement.
- (f) The owner of Lot 3 in the South Subdivision Plan will be the Principal. Lot 3 will be the South Airspace Lot and will comprise the airspace (limited in depth, unlimited in height) above the South OSD. [REDACTED]
[REDACTED] Lot 3 will not be part of the building referred to, or included, in the South Building Management Statement.
- (g) The North Station Lot and South Station Lot will be unlimited in depth and limited in height. All infrastructure and services forming part of the Pitt Street Station must sit within the boundaries of the Station Lot, except as otherwise agreed by the Principal.
- (h) The Commercial Lot and the Residential Lot will be limited in depth and limited in height.

- (i) The North Station Lot and the South Station Lot will contain all of the plant and equipment that exclusively or predominantly service the Pitt Street Station, all platform areas (including the platforms up to the tunnel) and all paid concourse areas, including for example:
 - (i) the station goods lift; and
 - (ii) the Metro station manager's office.
- (j) To the extent that there is any land from the Subdivision Land which is in excess of the land required for the purpose of the Pitt Street Station and the other lots in the North Subdivision Plan and South Subdivision Plan, this land will comprise:
 - (i) the "**North Residual Lot**", to the extent that the land is within the North Site; and
 - (ii) the "**South Residual Lot**", to the extent that the land is within the South Site.
- (k) The North Residual Lot and the South Residual Lot will be created as separate stratum lots in the North Subdivision Plan and the South Subdivision Plan (as applicable) and will be owned by the Principal.

2.3 Easement sites

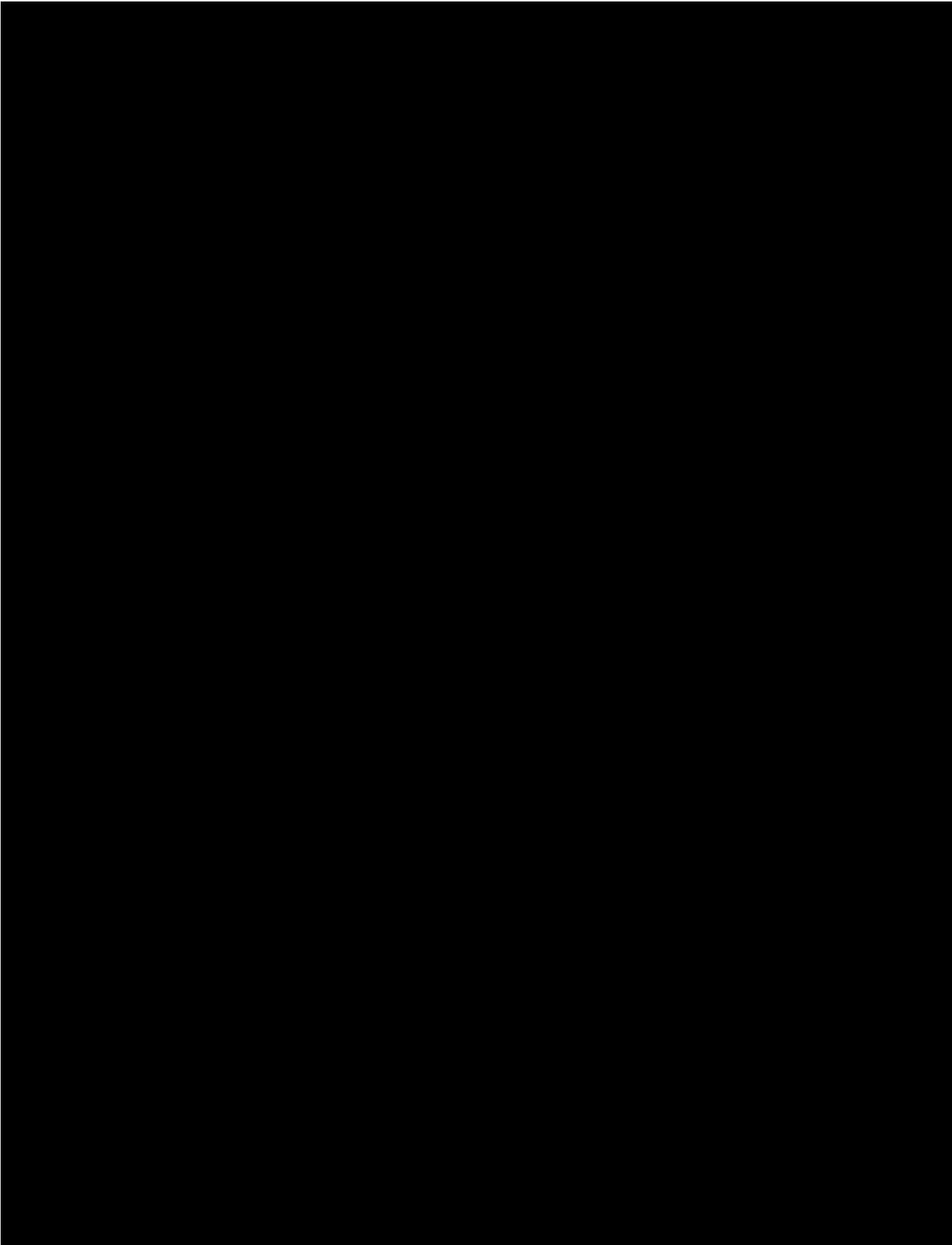
Where the location of an easement has not been shown on the Draft Subdivision Plan, such location is to be implied by its intended purpose or is otherwise subject to agreement between the Principal and the PS Contractor.

3. SECTION 88B INSTRUMENT

3.1 Draft Section 88B Instrument

- (a) (**Parties to agree**) As at the date of this deed, the final form of the Section 88B Instruments are to be agreed between the Principal and the PS Contractor based on the Draft Section 88B Instruments and in accordance with Schedule D12 (*Subdivision Requirements*).
- (b) (**Draft Section 88B Instrument**) The PS Contractor acknowledges and agrees that:
 - (i) as a general principle, easements will be registered on the title to each lot as relevant and will, in conjunction with the Building Management Statements, govern on-going operational rights and obligations and use of and responsibility in respect of Shared Facilities and other relevant areas affected by the easements;
 - (ii) to the extent that the Principal has agreed that certain infrastructure or services or Metro Assets (as defined in the Draft BMSs) utilised by the Pitt Street Station may sit outside of the North Station Lot and the South Station Lot, contrary to the principles described in clauses 2.2(g) and 2.2(h) of this Schedule D13, the Principal may require that easements be granted over such infrastructure and services;
 - (iii) the parties will consider whether the easements need any additional provisions to deal with the interface between services that are not Shared Facilities and those that are Shared Facilities; and

- (iv) the parties will consider whether all of the easements set out in the Draft Section 88B Instruments are required



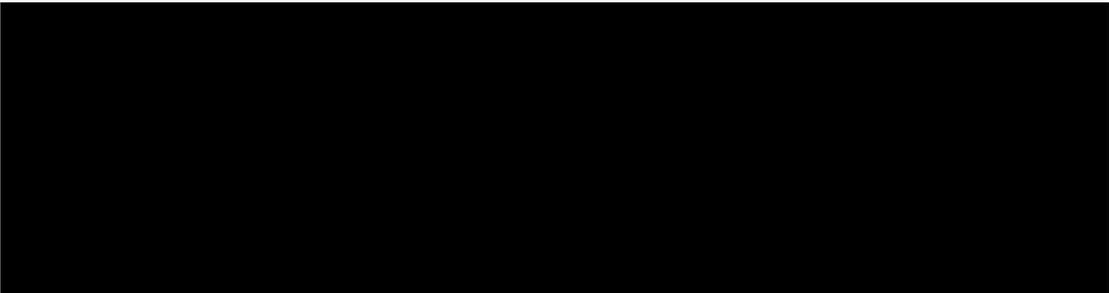


3.3 Other easements

- (a) The Draft Section 88B Instruments do not yet include those easements, positive covenants and restrictions on use that:
 - (i) may be required pursuant to the conditions of any Approvals, including the Planning Approvals;
 - (ii) the Principal may require for the purpose of operation and maintenance of the Metro (including Pitt Street Station); or



- (b) Without limiting clause 3.3(a)(ii) of this Schedule D13, the parties have not yet considered whether there will be easements in respect of the following:
 - (i) the right for the North Station Lot Owner and the South Station Lot Owner to install ticketing machines on one or more of the other lots;
 - (ii) the earthing and bonding infrastructure and lightning protection system; or
 - (iii) access to (and the requirement to maintain) landscaping and public art.



4. BUILDING MANAGEMENT STATEMENT

4.1 BMS provisions

- (a) The PS Contractor is required to prepare and finalise each of the schedules and annexures to the Draft BMSs (including the Shared Facilities Schedules and the plans showing the Restricted OSD Areas) in accordance with the principles outlined in this Schedule D13 and the ISD Operations Principles.
- (b) Each proposed Draft BMS to be included in the Subdivision Proposal or the Stage 1 Subdivision Proposal will reflect the principle that the Restricted OSD Areas will not include any areas that need to be accessed by the North Station Lot Owner or the South Station Lot Owner or contain any Shared Facilities which are shared by the North Station Lot or the South Station Lot.
- (c) The Principal and the PS Contractor will consider whether:

- (i) the maintenance and works obligations set out in each Draft BMS align with the easements in the Draft Section 88B Instruments; and
 - (ii) each Draft BMS needs any additional provisions to deal with the interface between services that are not Shared Facilities and those that are Shared Facilities.
- (d) The Principal may allow its contractor to exercise the Principal's rights, as agent for the Principal, under the Building Management Statements.
- (e) The parties have not yet considered whether there will be any provisions in the Building Management Statements for access to and the requirement to maintain landscaping and public art.
- (f) Each proposed Draft BMS to be included in any Subdivision Proposal must be split into the Draft North BMS and the Draft South BMS by following the drafting notes in the Draft BMS document. In addition, references to the "Station Lot" in the:
- (i) Draft North BMS are to be amended to "North Station Lot"; and
 - (ii) Draft South BMS are to be amended to "South Station Lot".

4.2 **ISD Operations Principles**

Elements of each Draft BMS that relate to operational issues must be completed to align with the ISD Operations Principles.

4.3 **Shared Facilities Schedule**

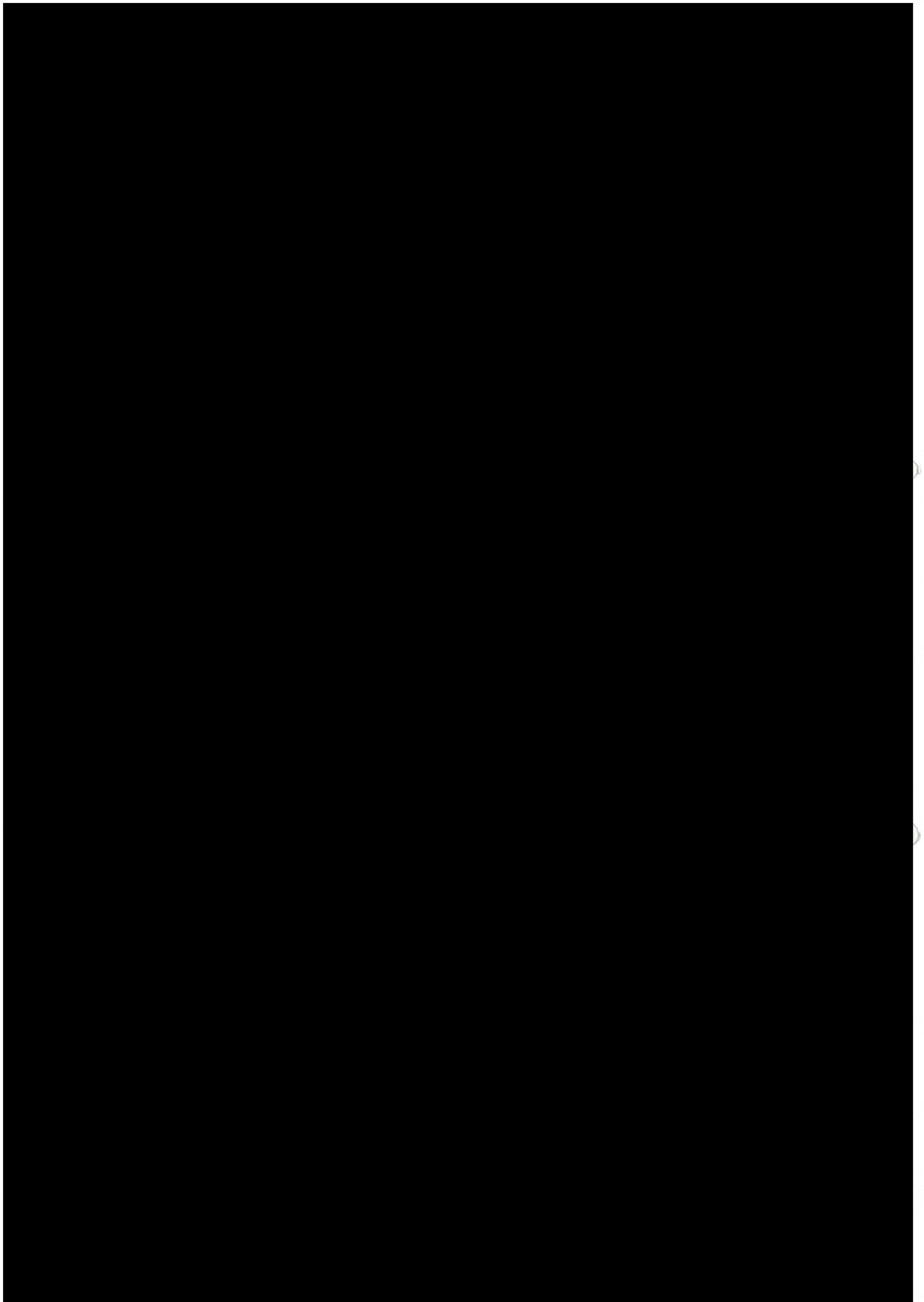
- (a) The Shared Facilities Schedules attached to each Draft BMS are in draft form, are incomplete and are to be agreed between the parties (acting reasonably). This includes the parties agreeing on what is included in (or excluded from) the draft Shared Facilities Schedules, the description and scope of each Shared Facility, the stratum lots that are allocated the benefit of each Shared Facility and also the cost apportionment percentage allocated to each stratum lot with the benefit of the Shared Facility.
- (b) There will be no Shared Facilities behind the Metro operational boundary, unless otherwise agreed by the Principal.
- (c) All Shared Facilities will be maintained by the building management committee under the Building Management Statement, except to the extent that clause 6.4 of the Building Management Statement applies.
- (d) The division of costs for the consumption of utilities in respect of Shared Facilities requires further consideration by the Principal and the PS Contractor. The basis for calculation of utility consumption is to be agreed between the parties.
- (e) Where the concept of "consumables" is included in a Shared Facility, the parties will consider and agree what this includes.

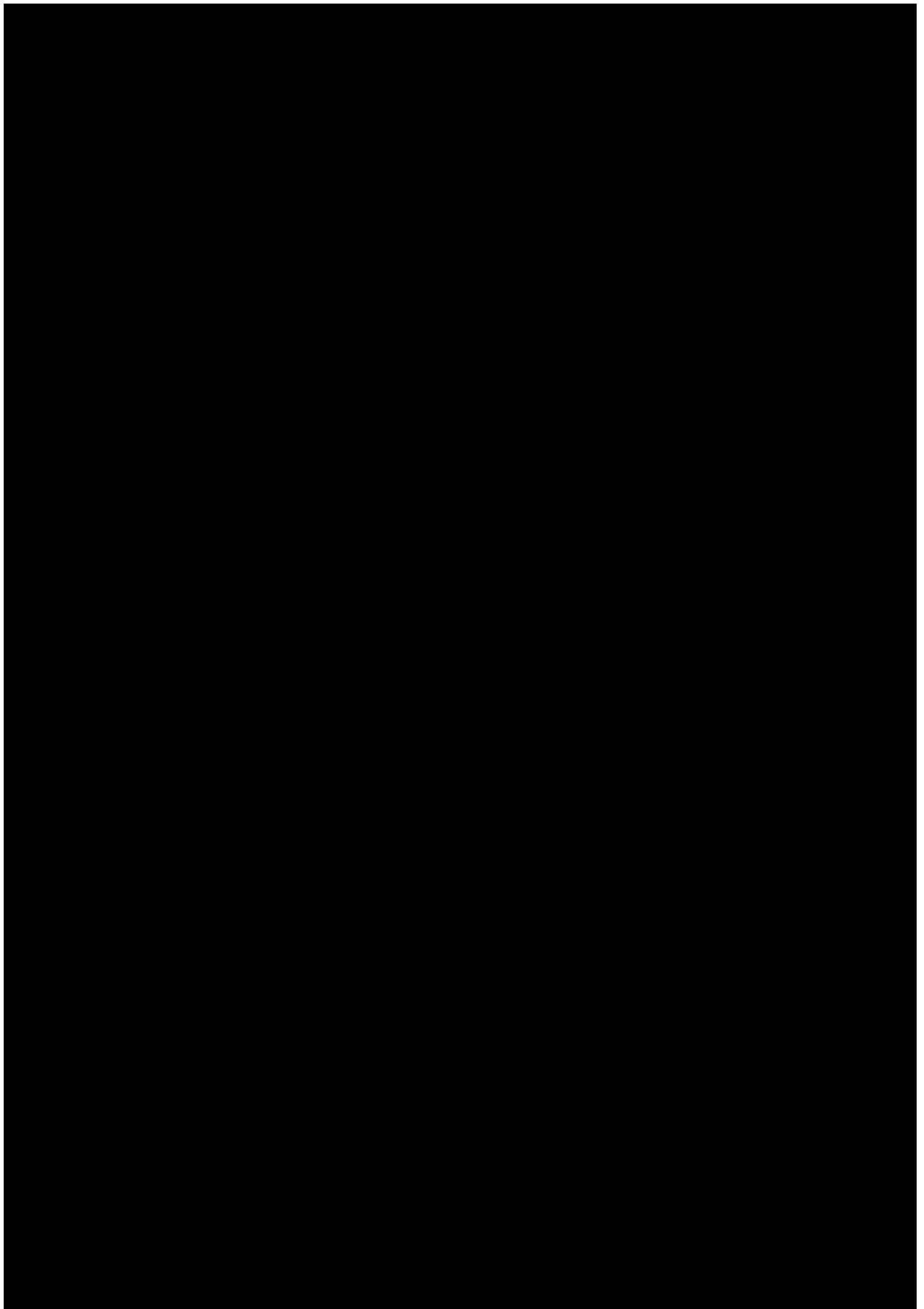
4.4 **Shared Facilities Plan**

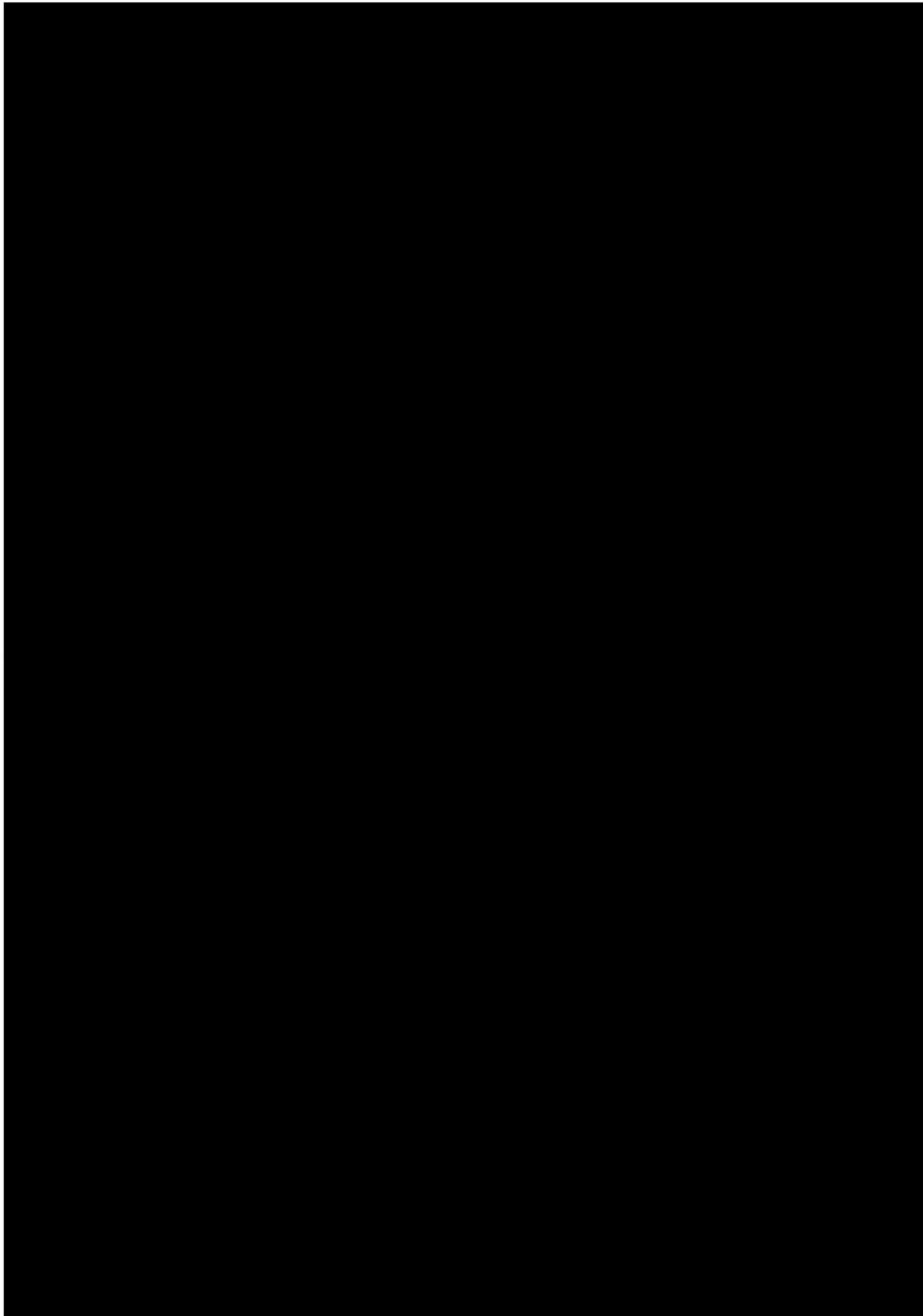
The Shared Facilities Plans attached to each Draft BMS are in draft form, are incomplete and are to be agreed between the parties (acting reasonably). This includes the parties agreeing on each of the Shared Facilities Plans.

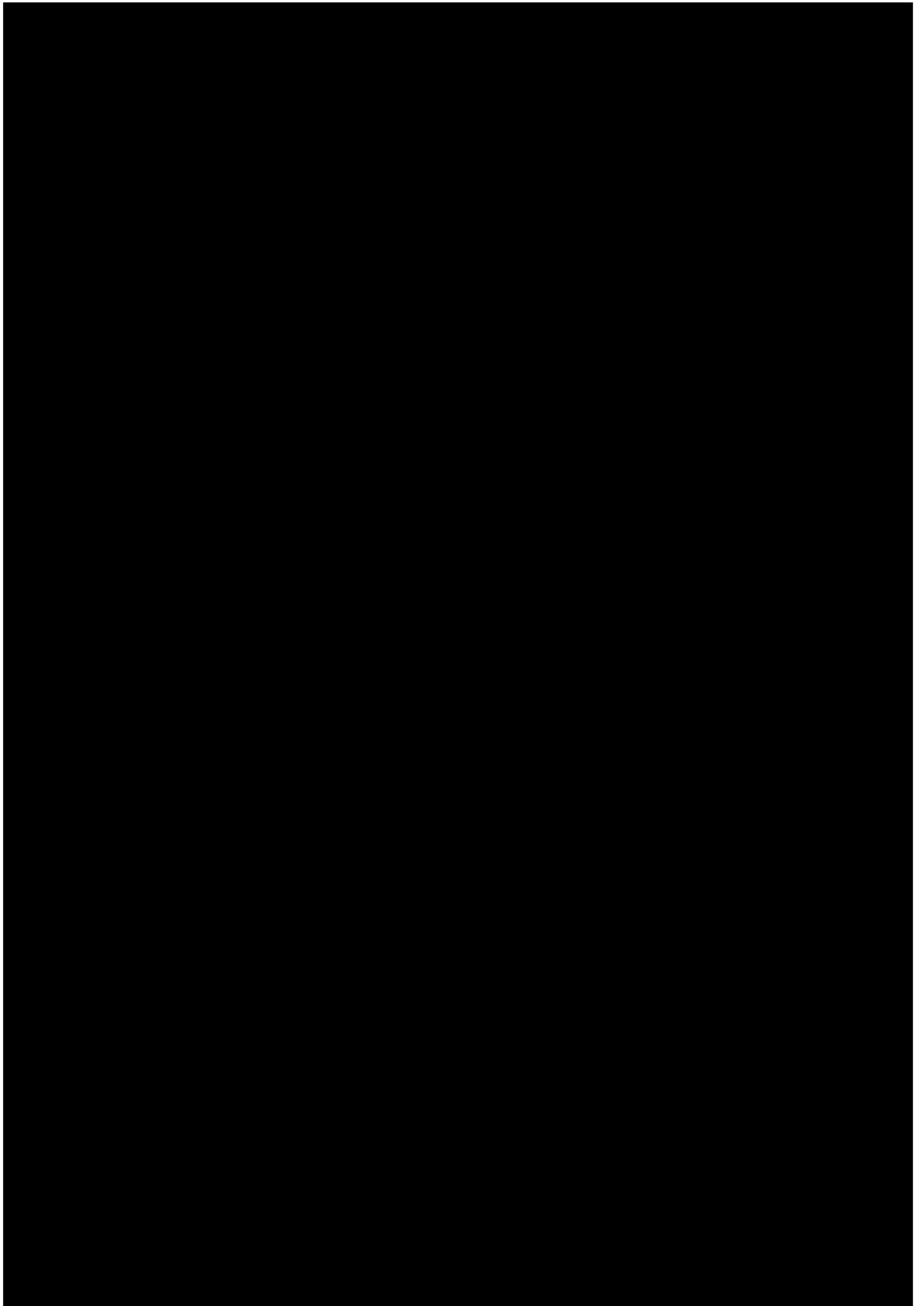
SCHEDULE D14. – DRAFT BUILDING MANAGEMENT STATEMENT

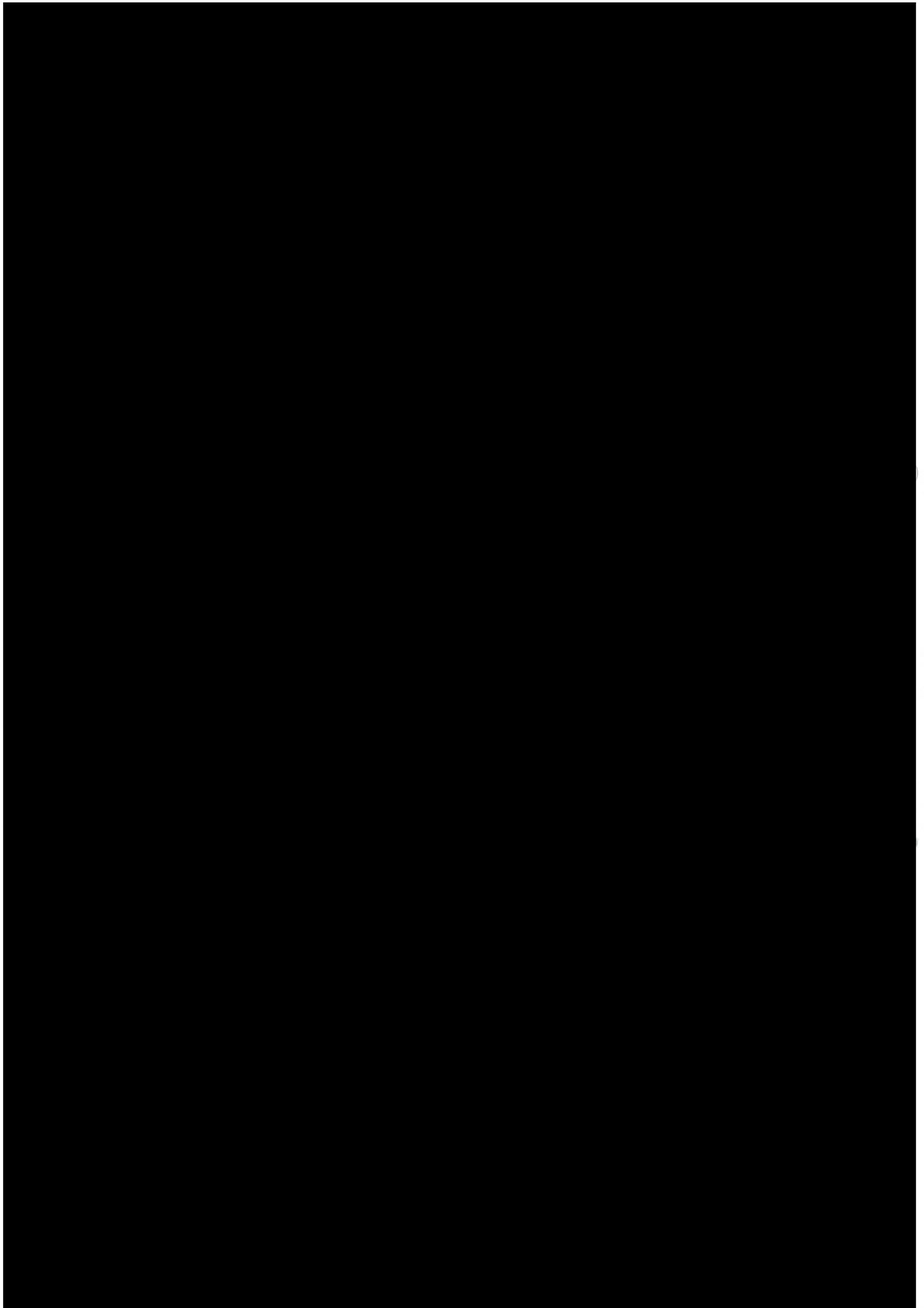
(Schedule A2)

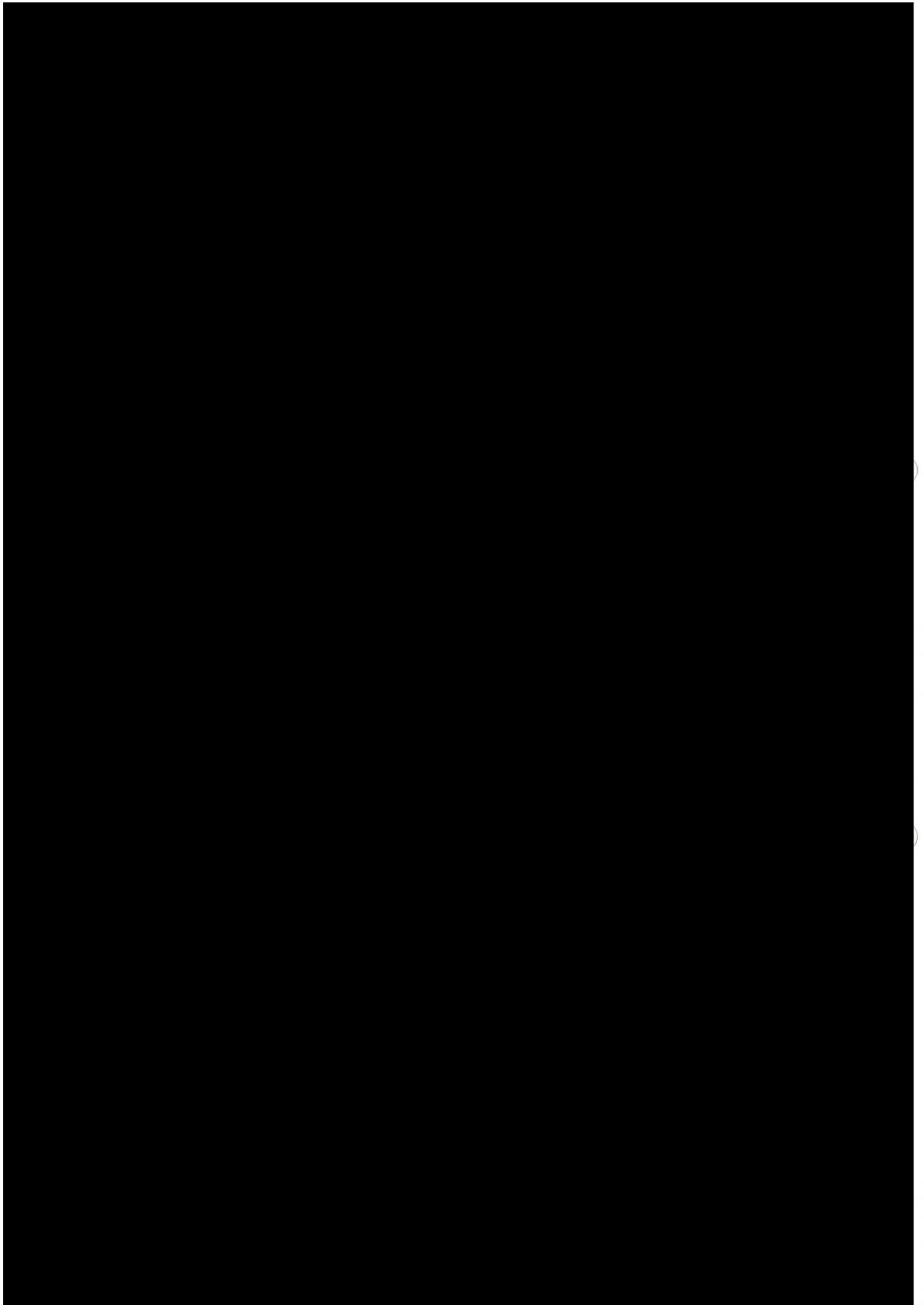


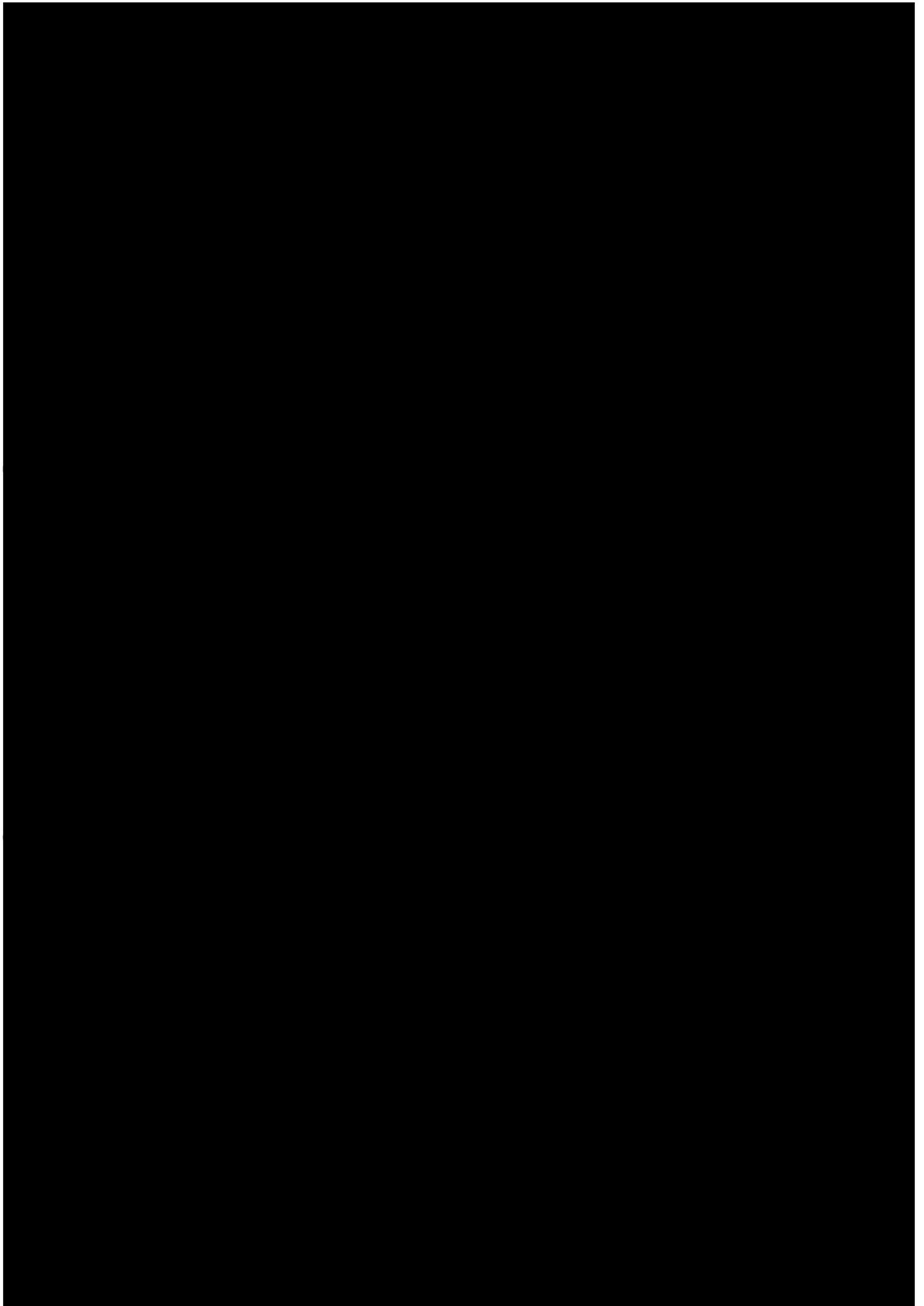


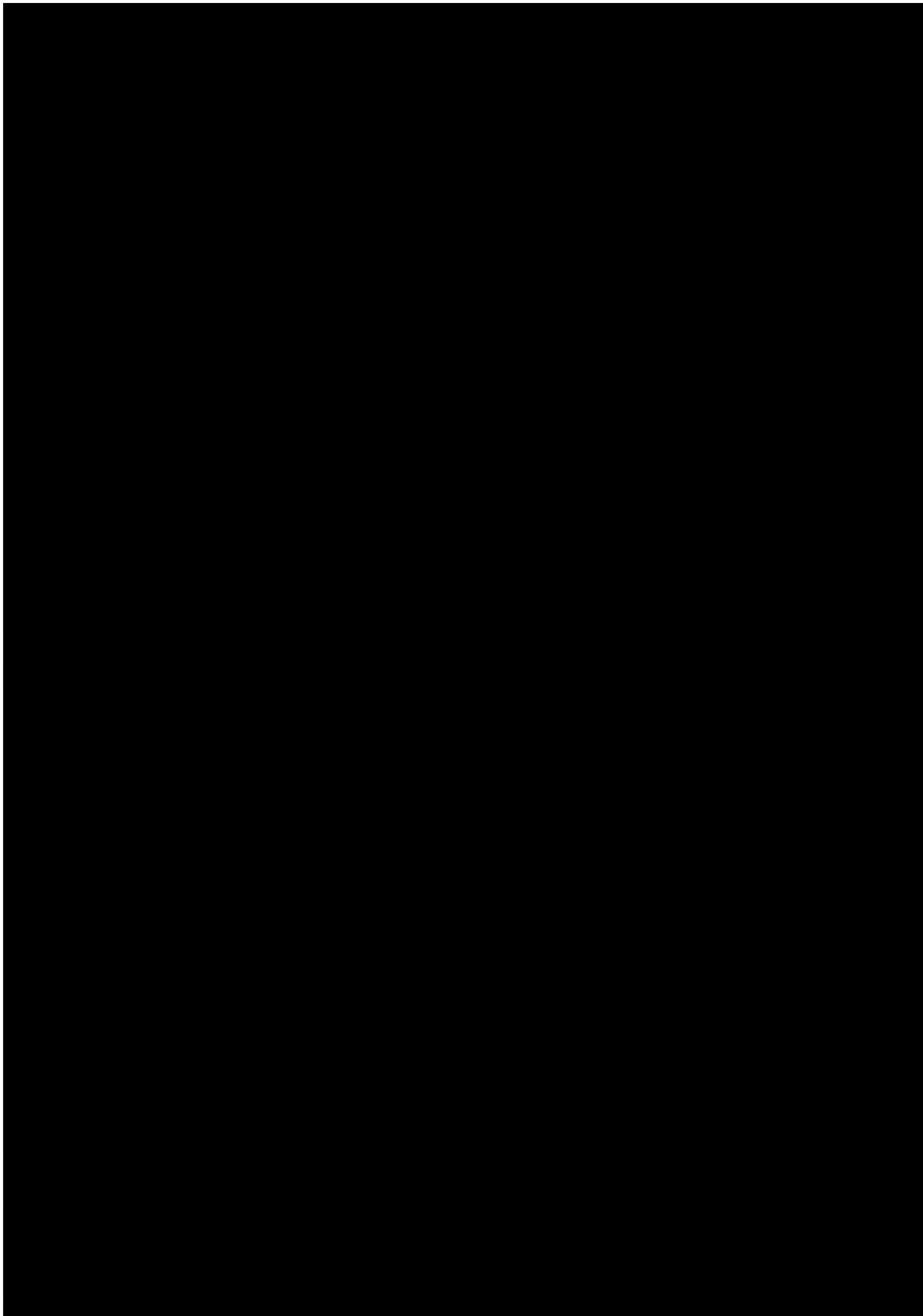


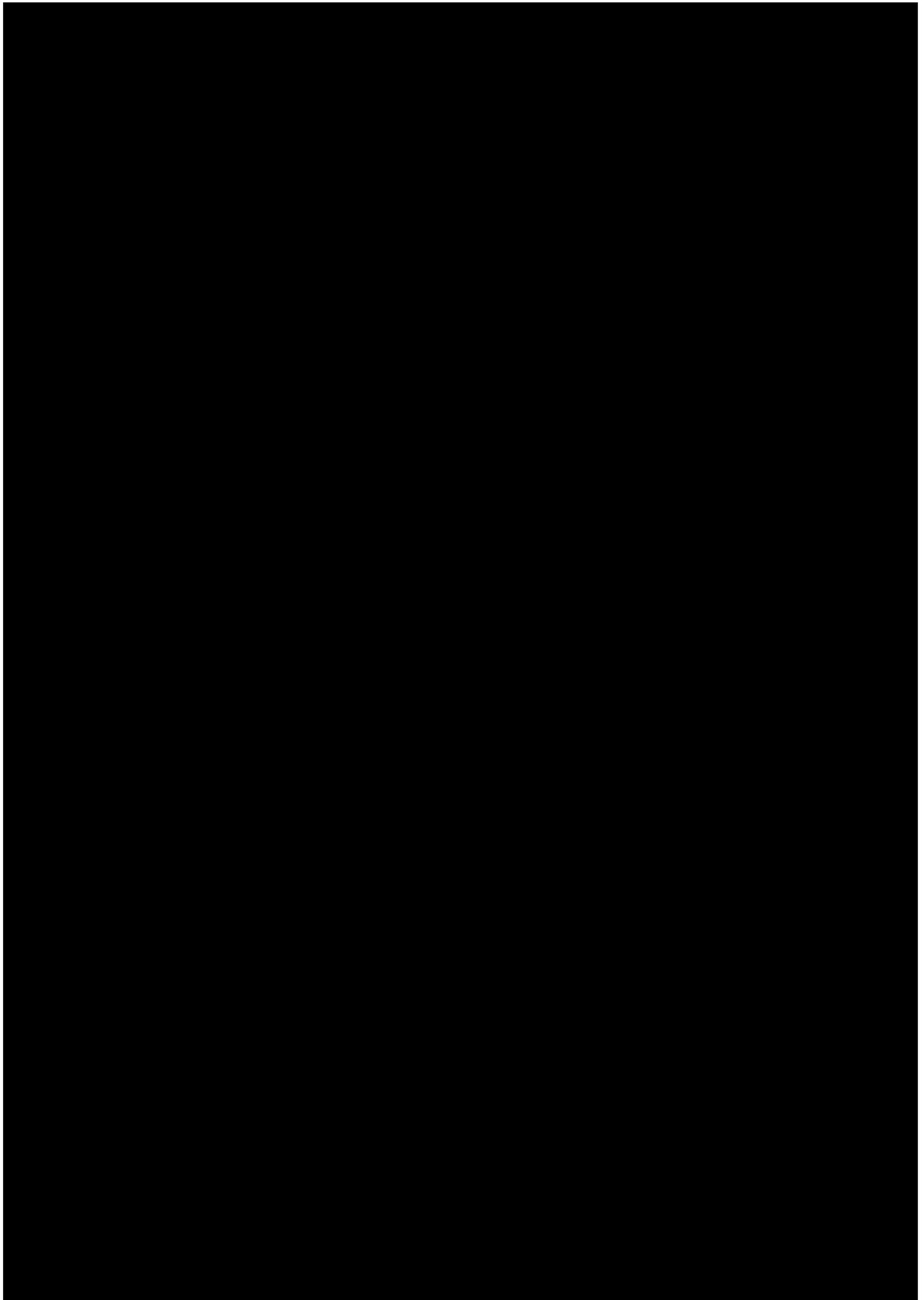


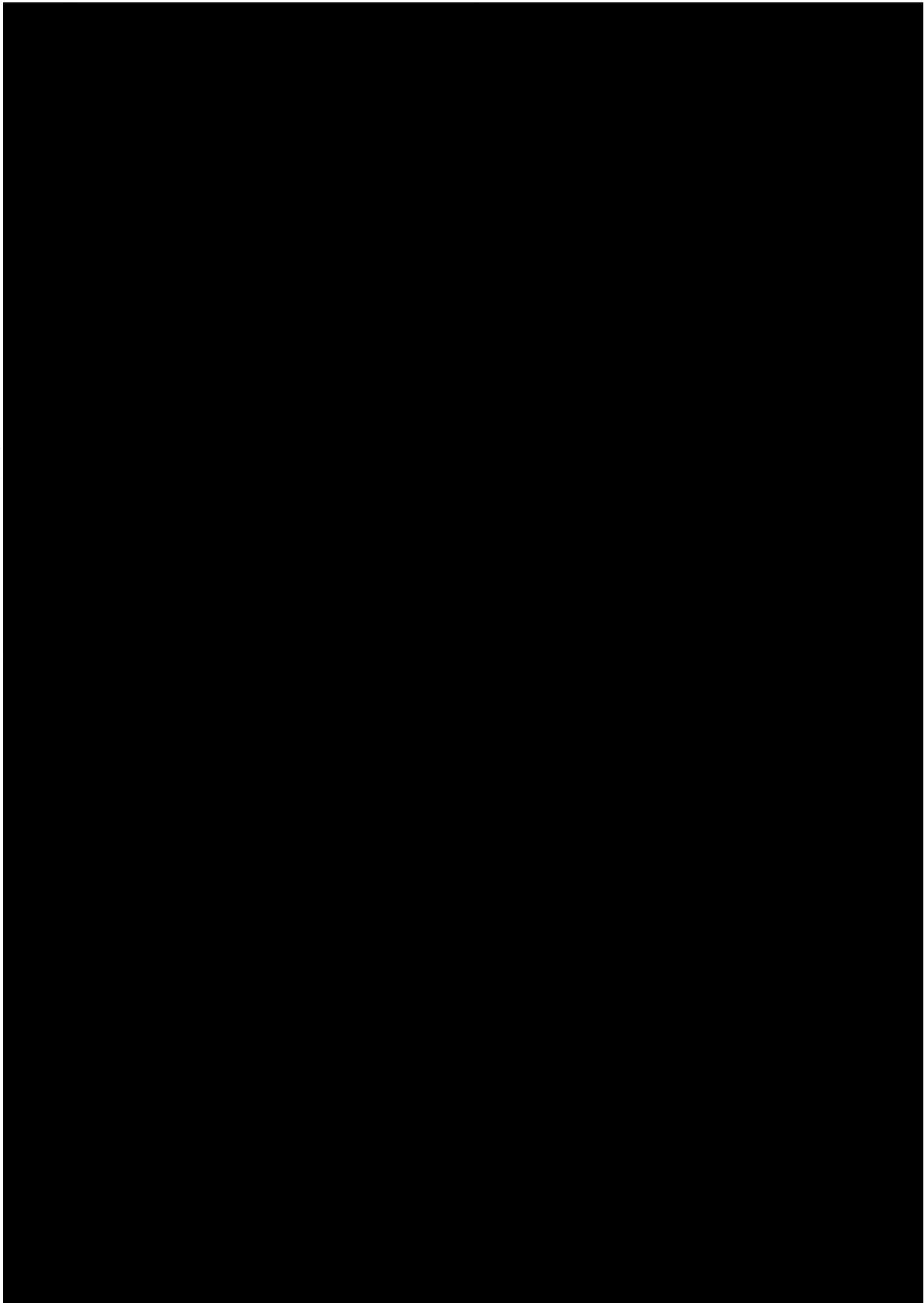


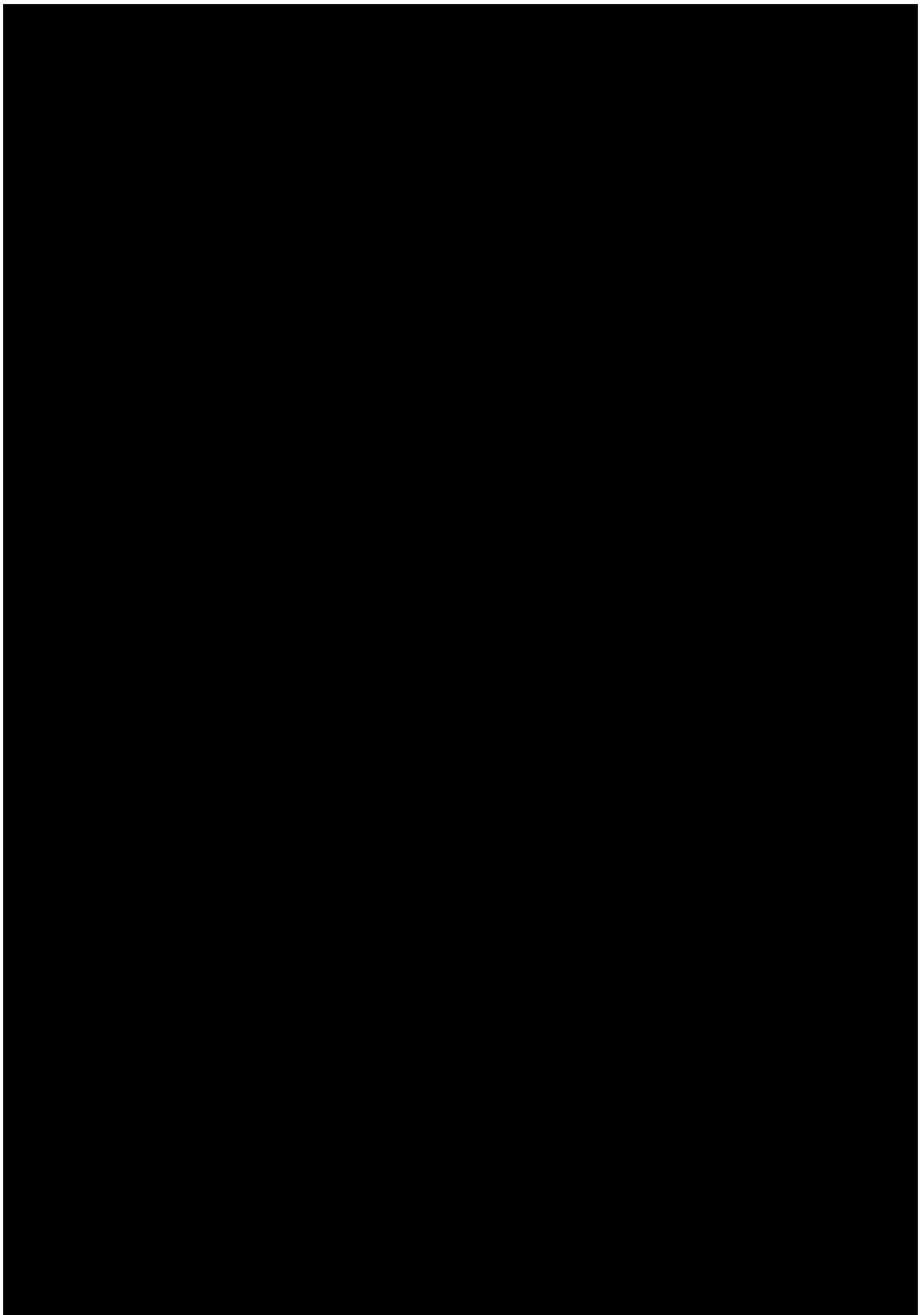


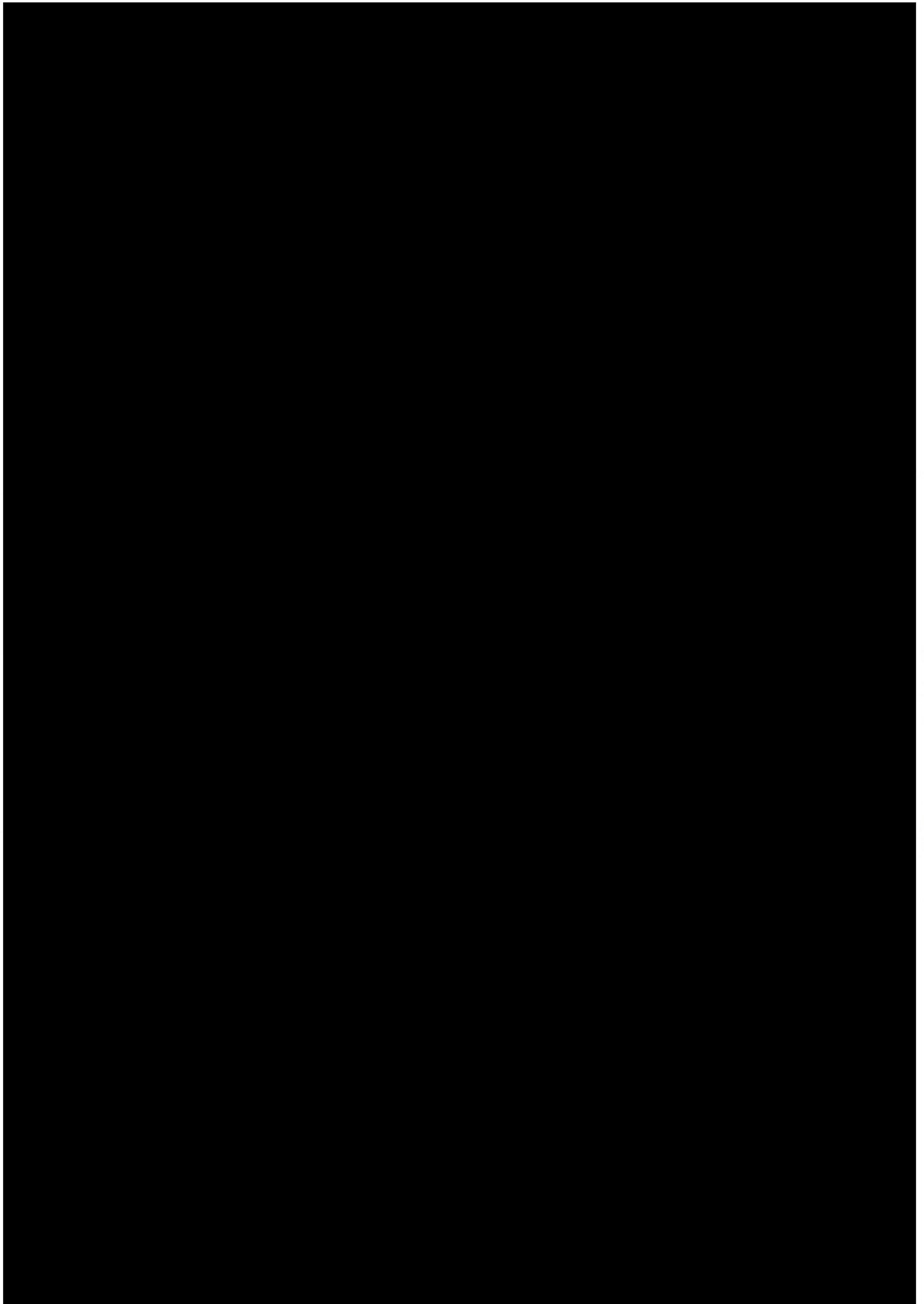


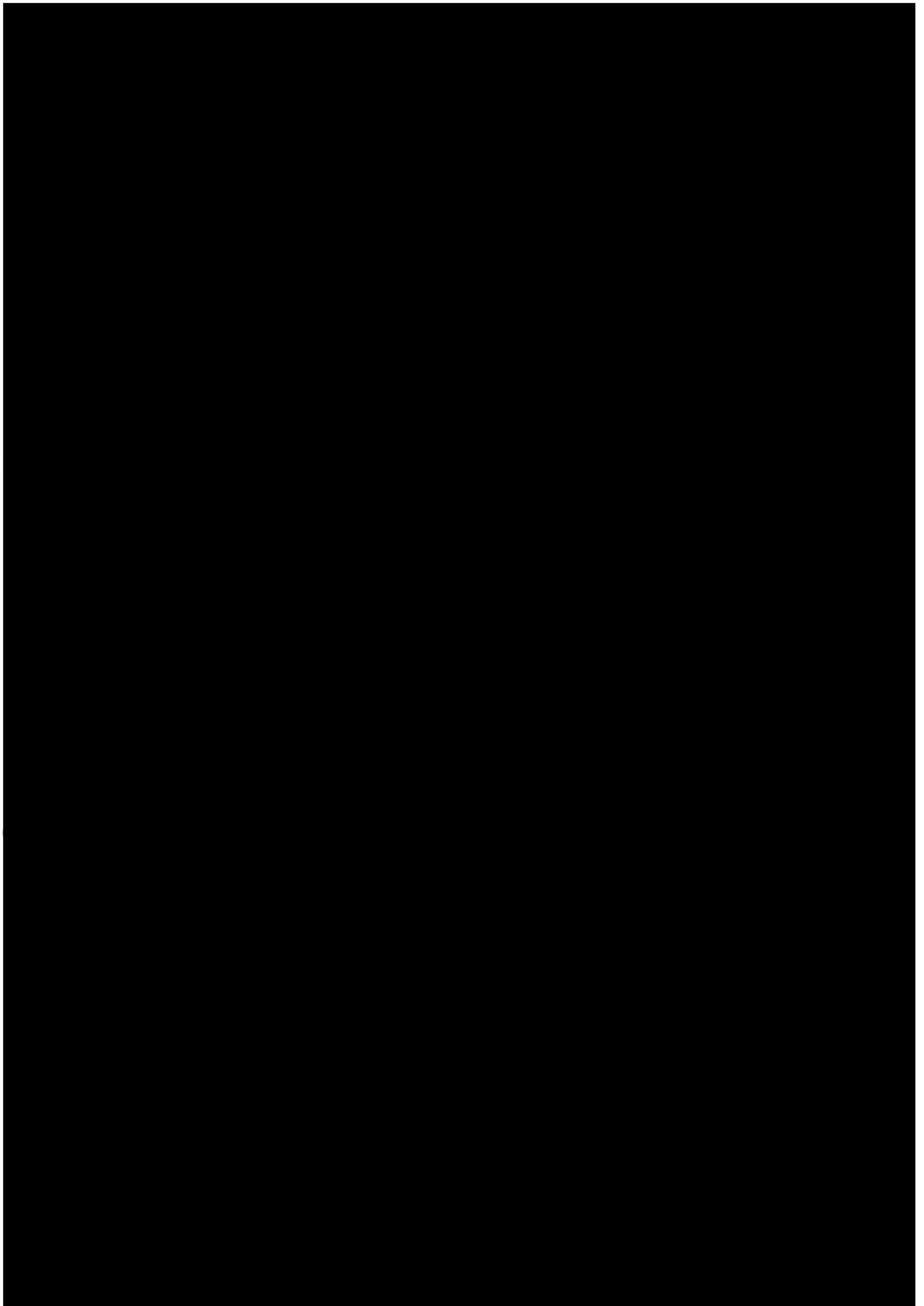


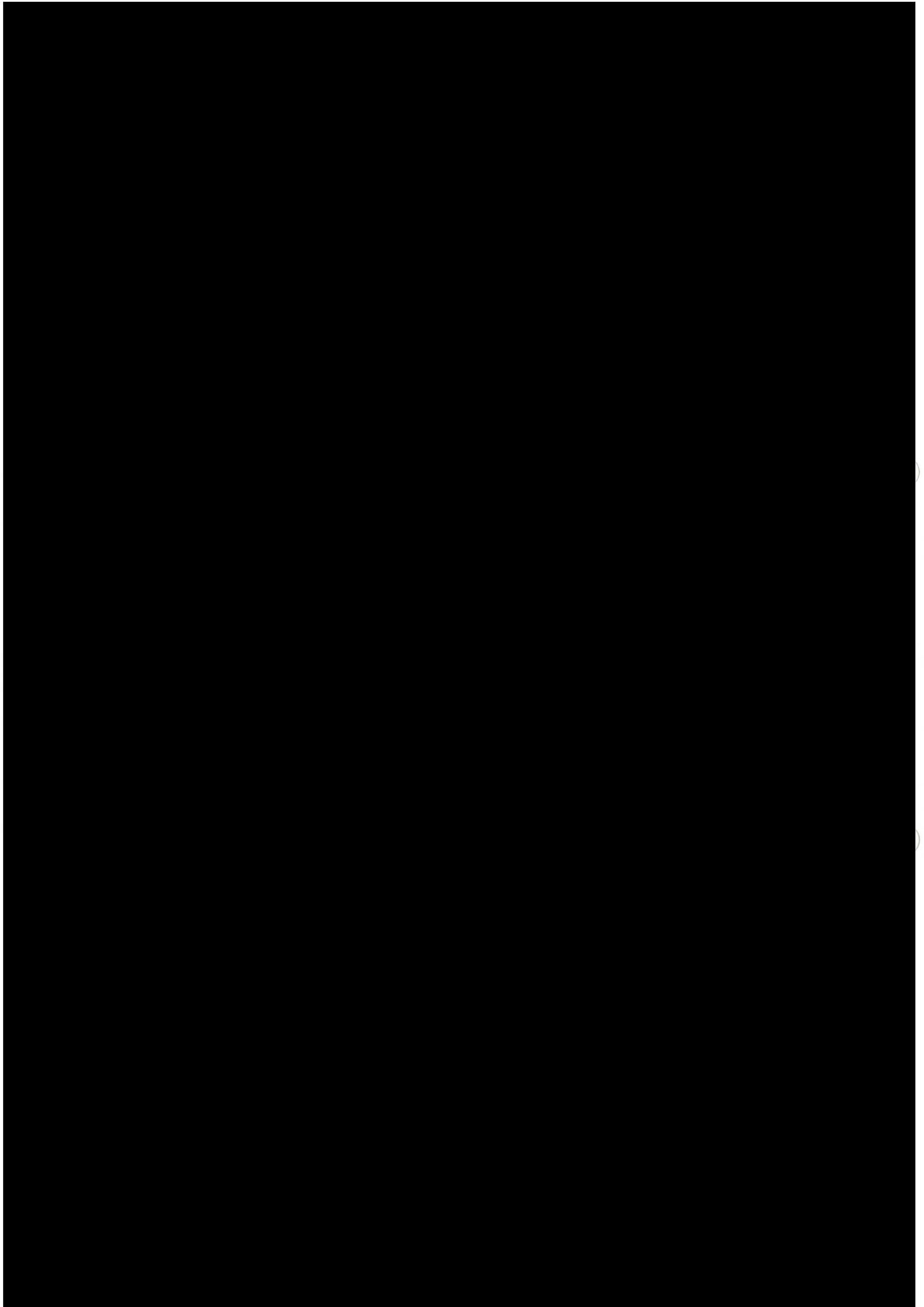


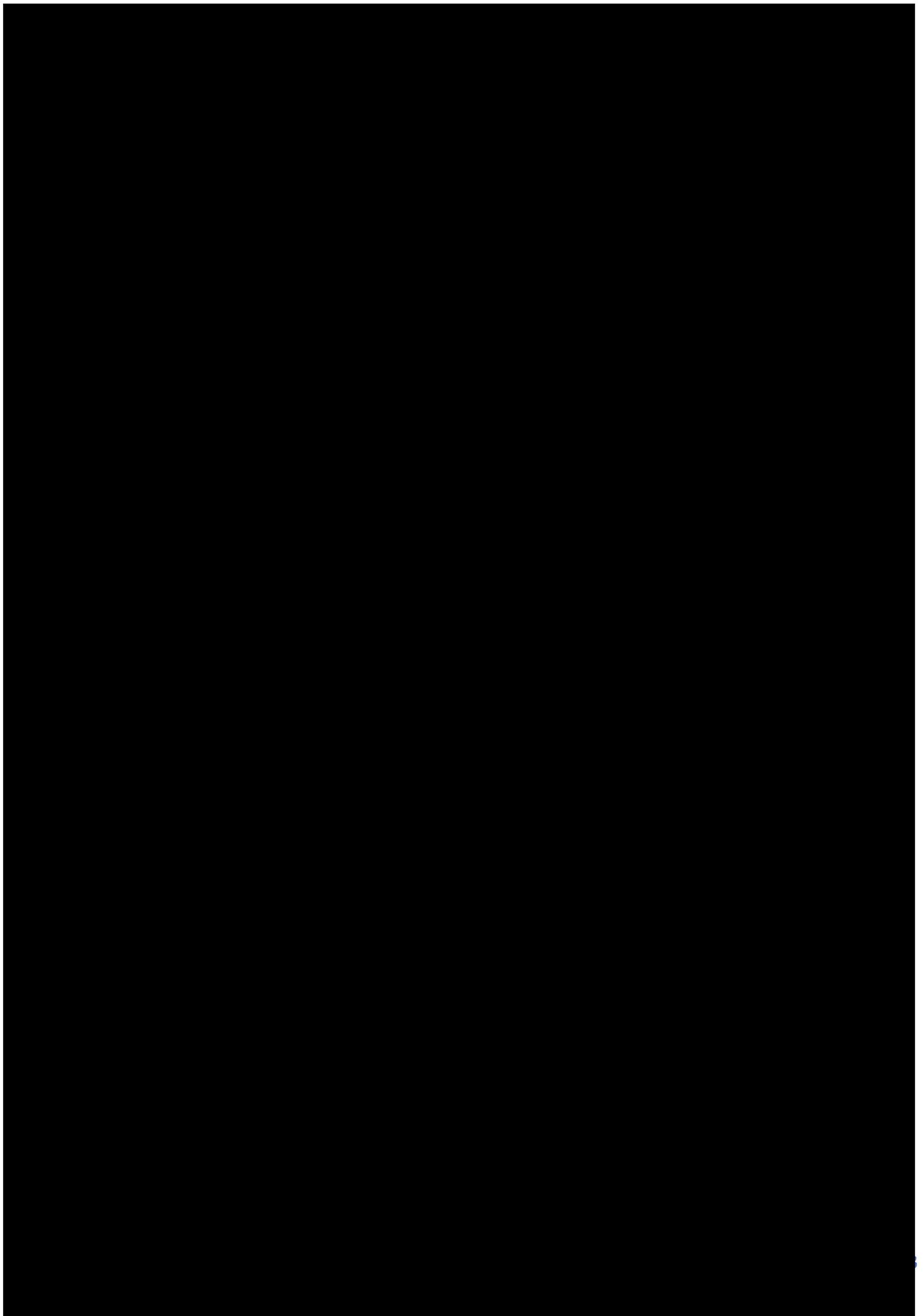


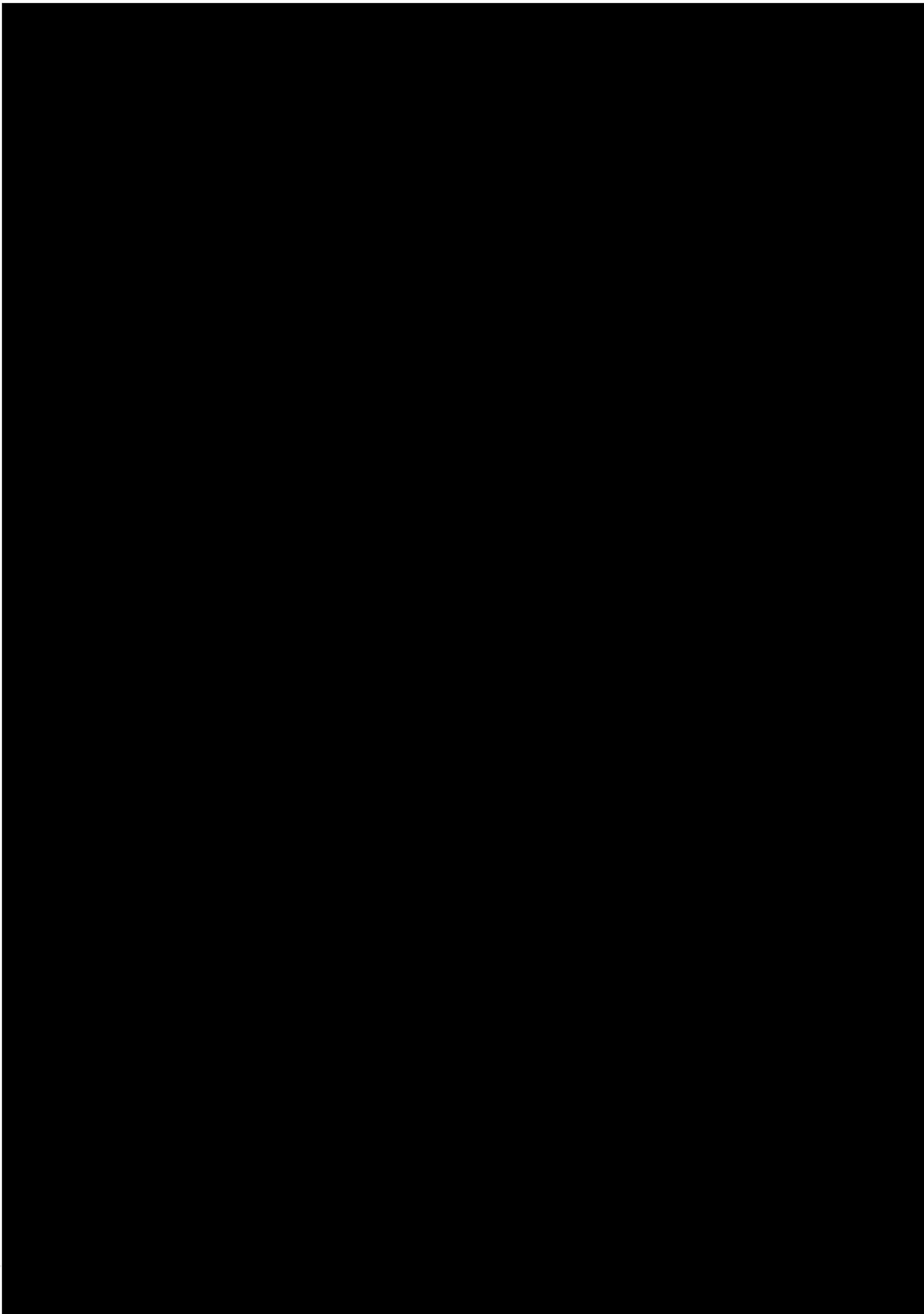


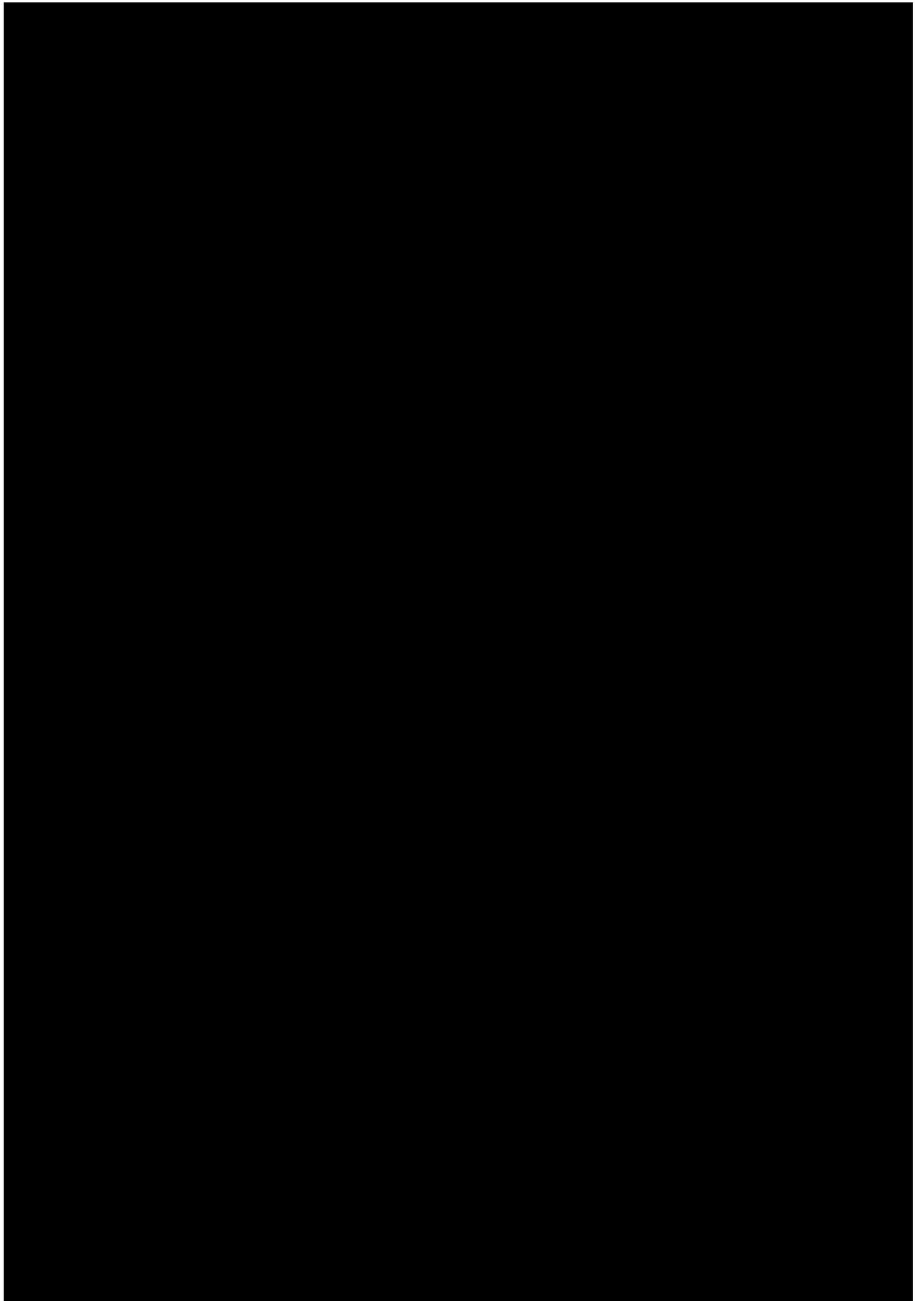


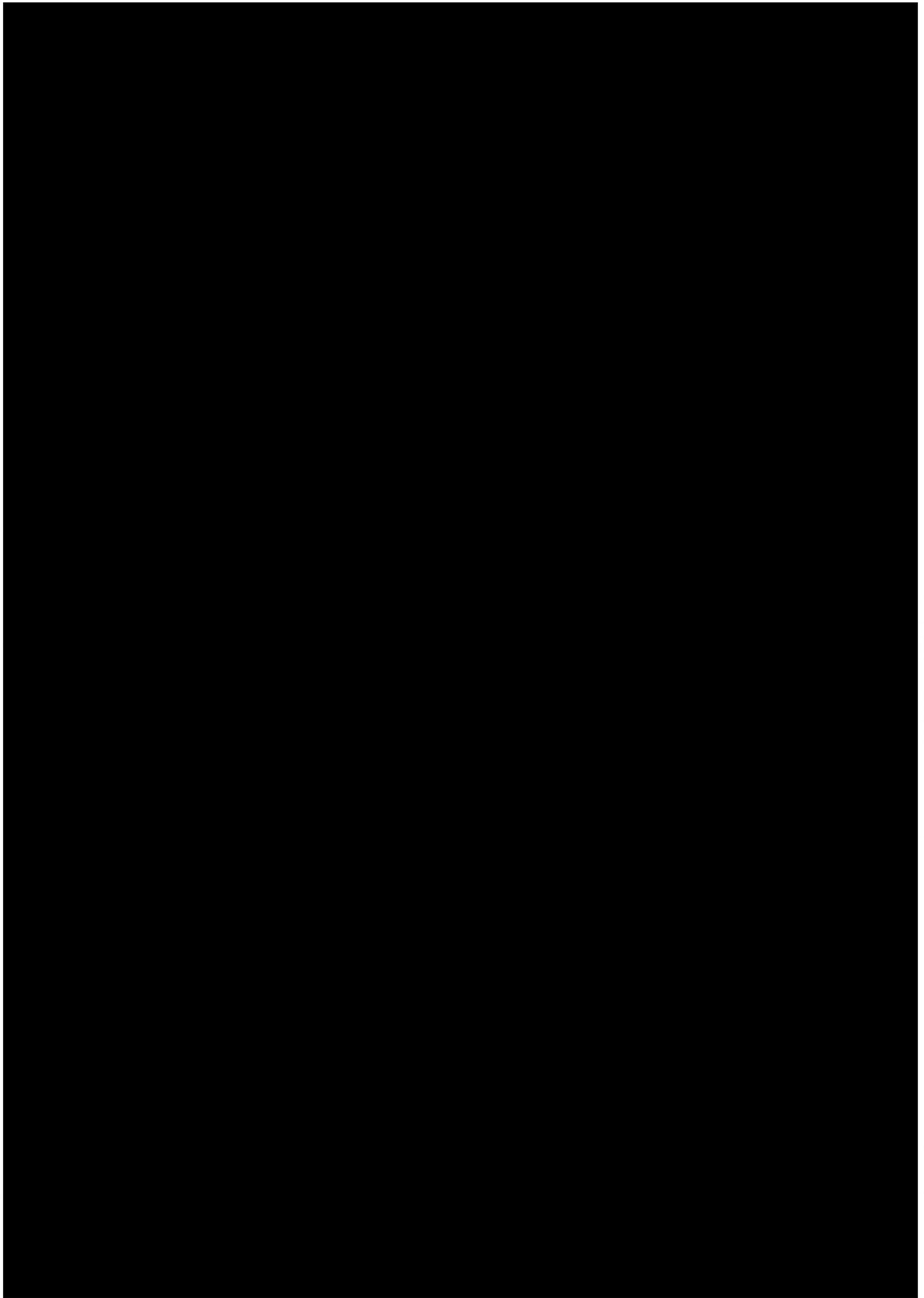


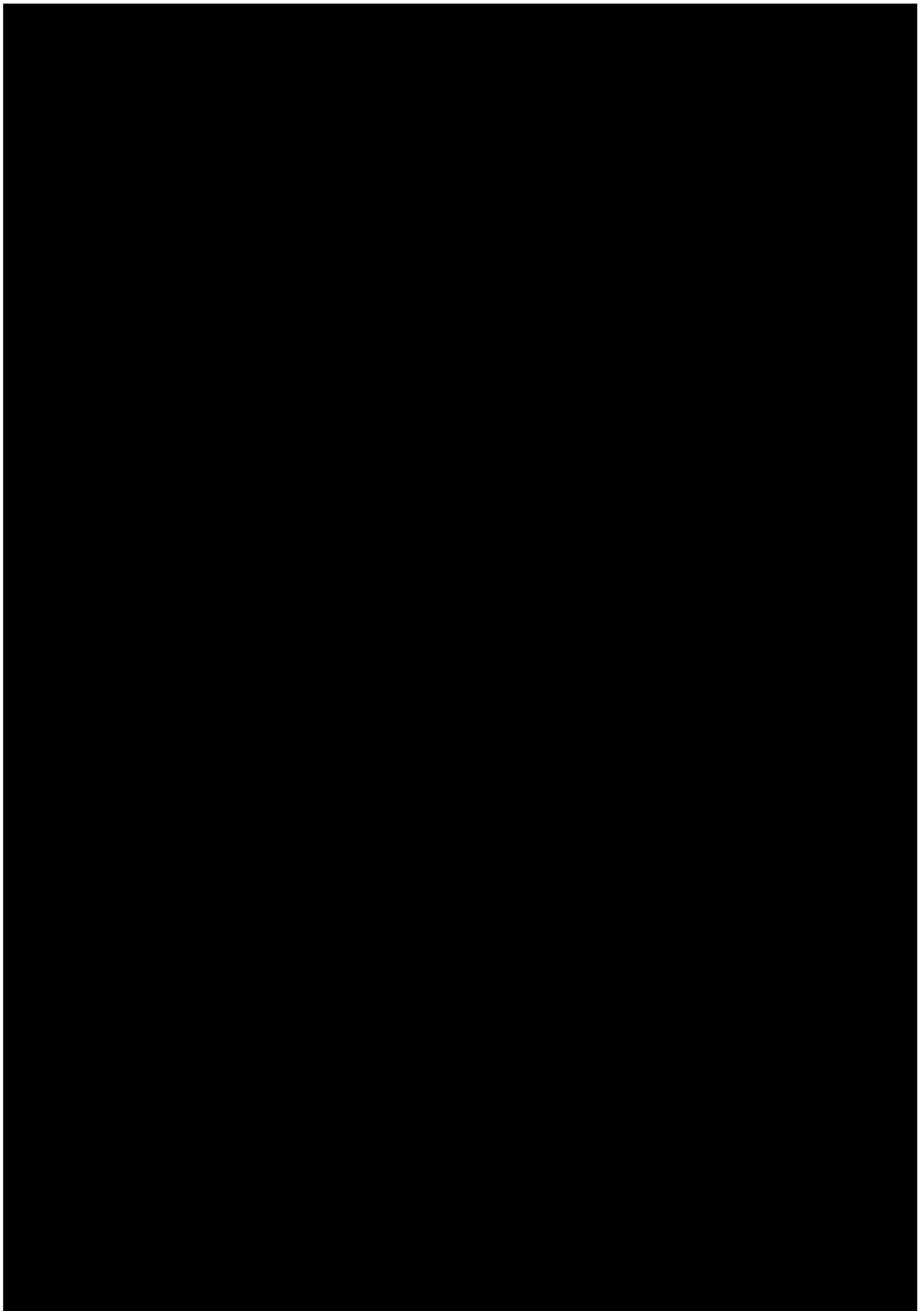


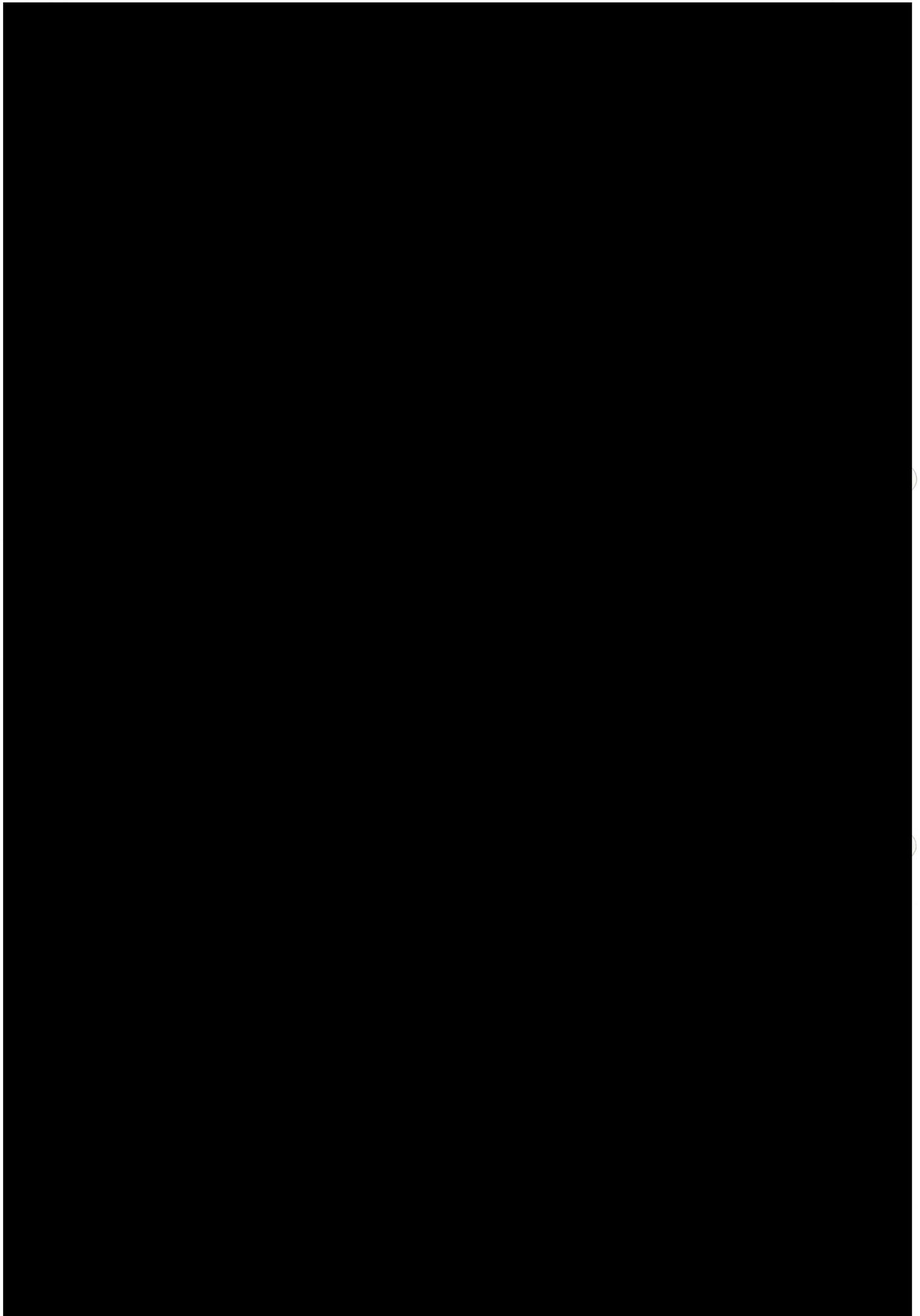


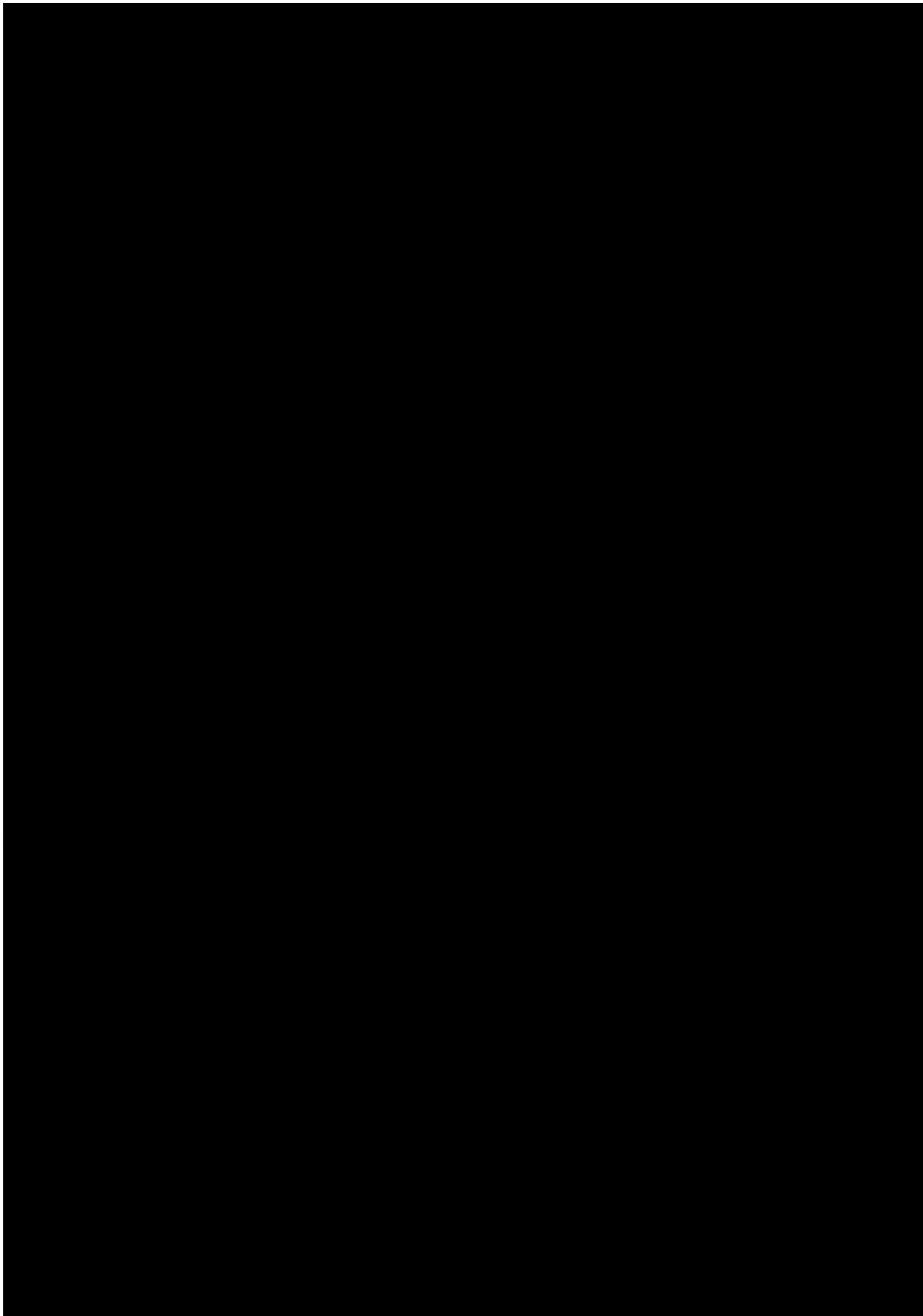


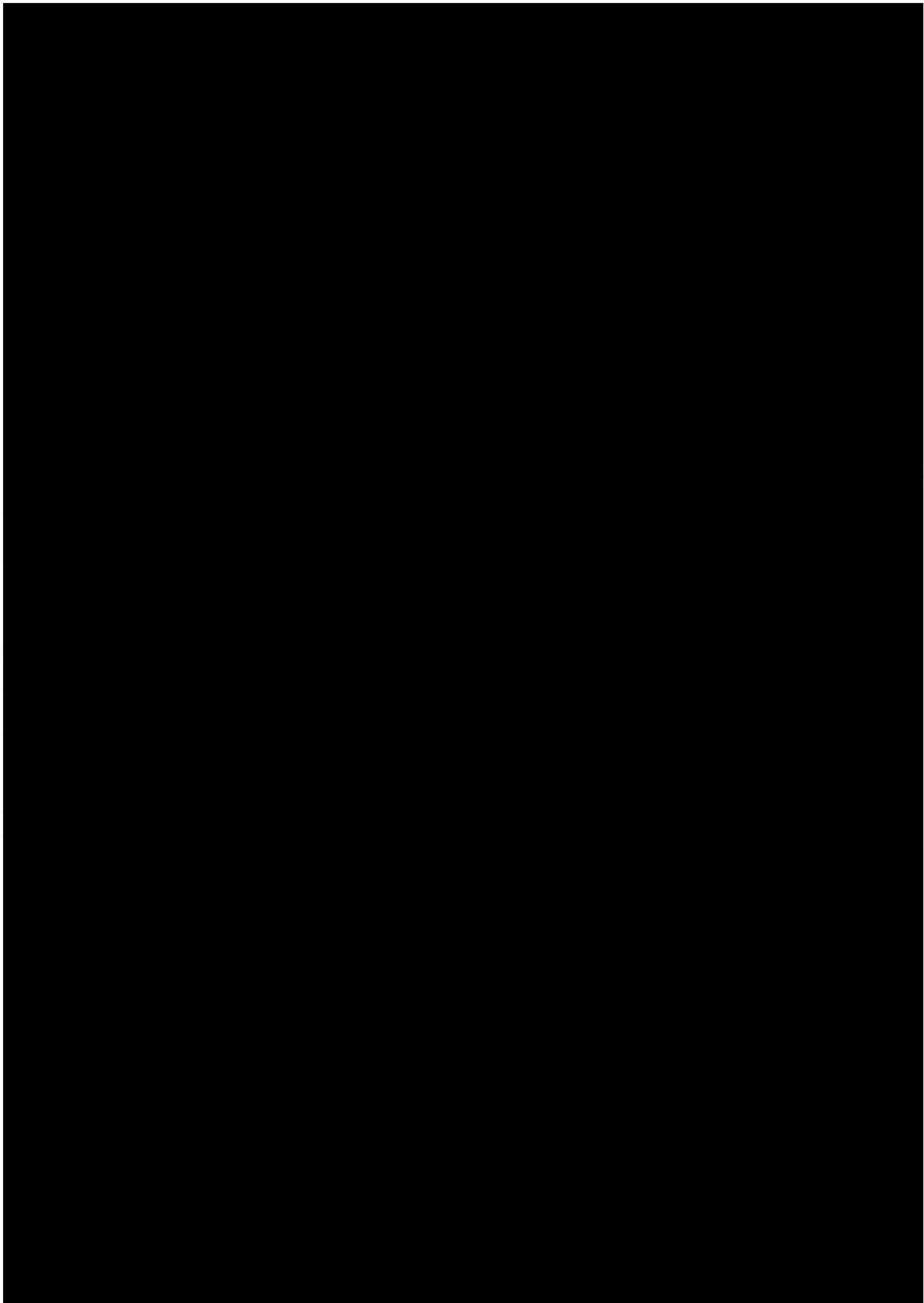


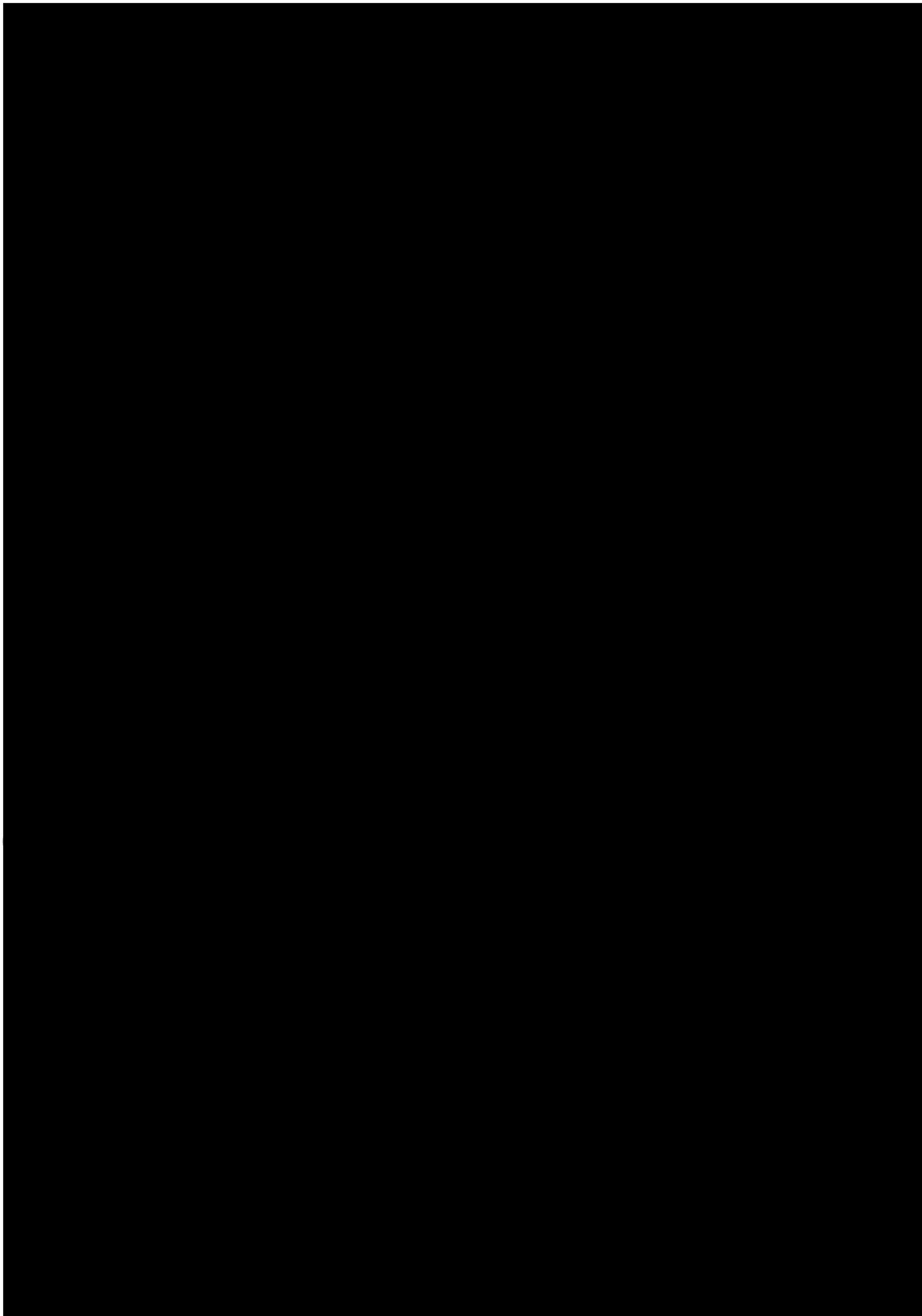


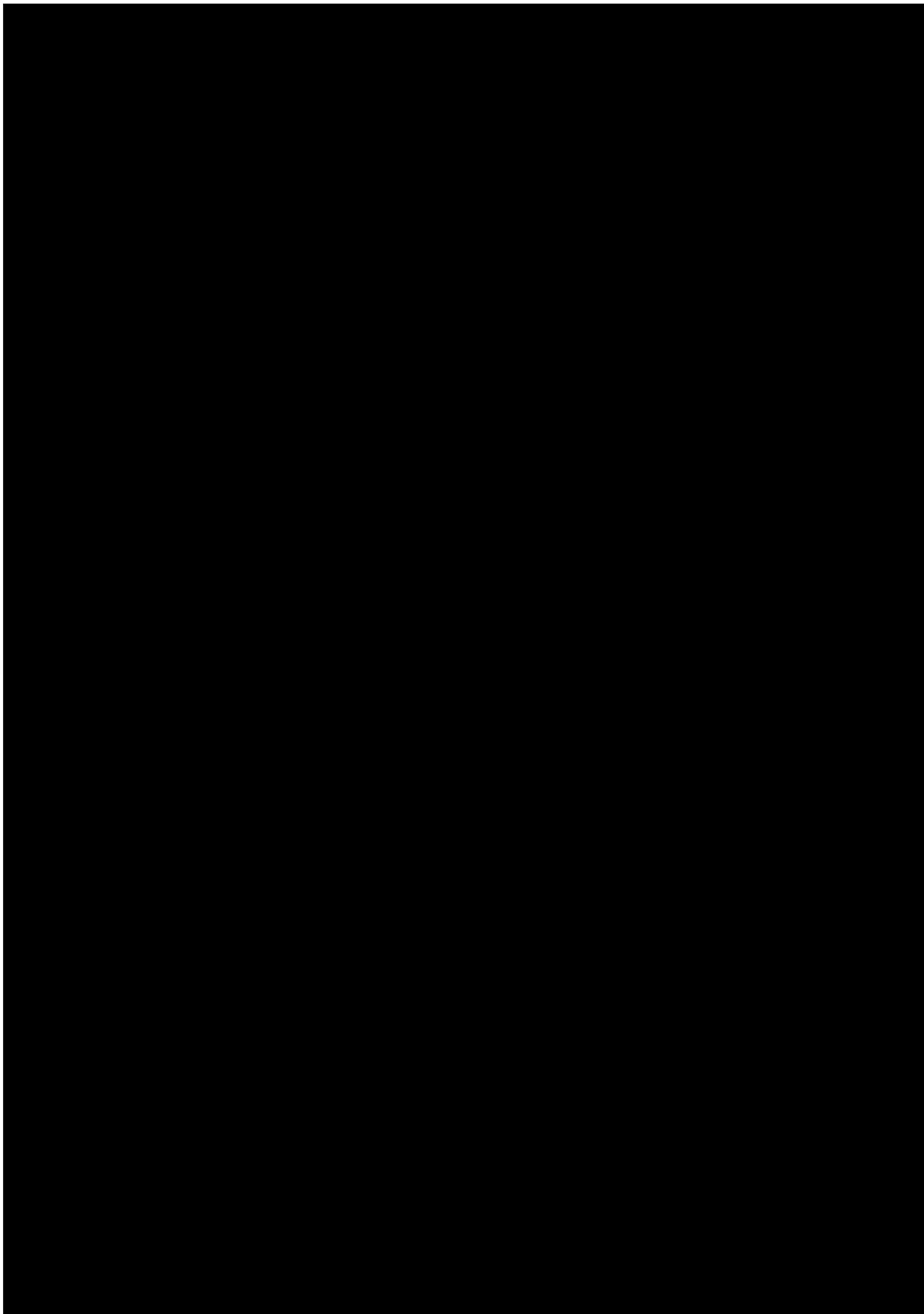


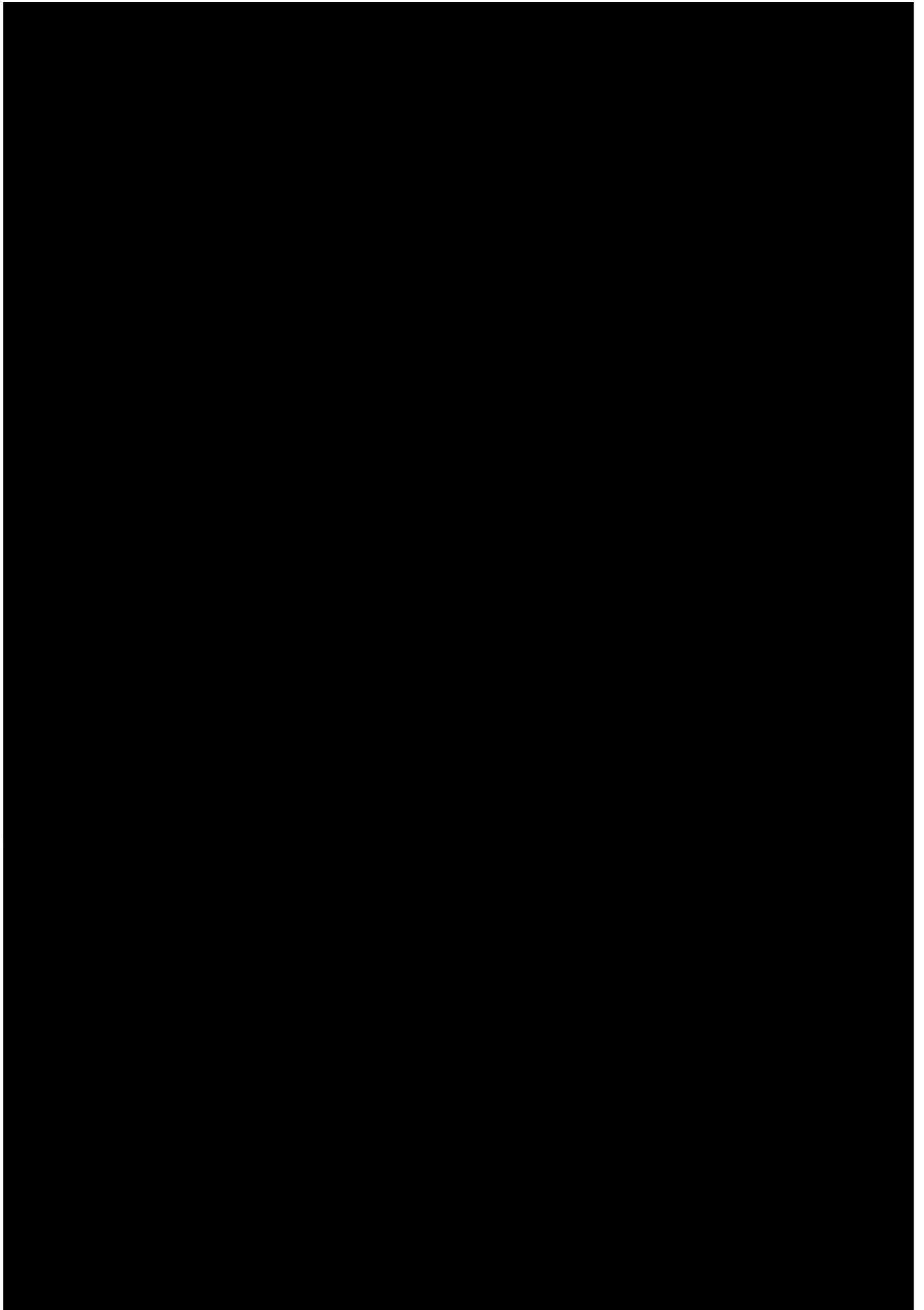


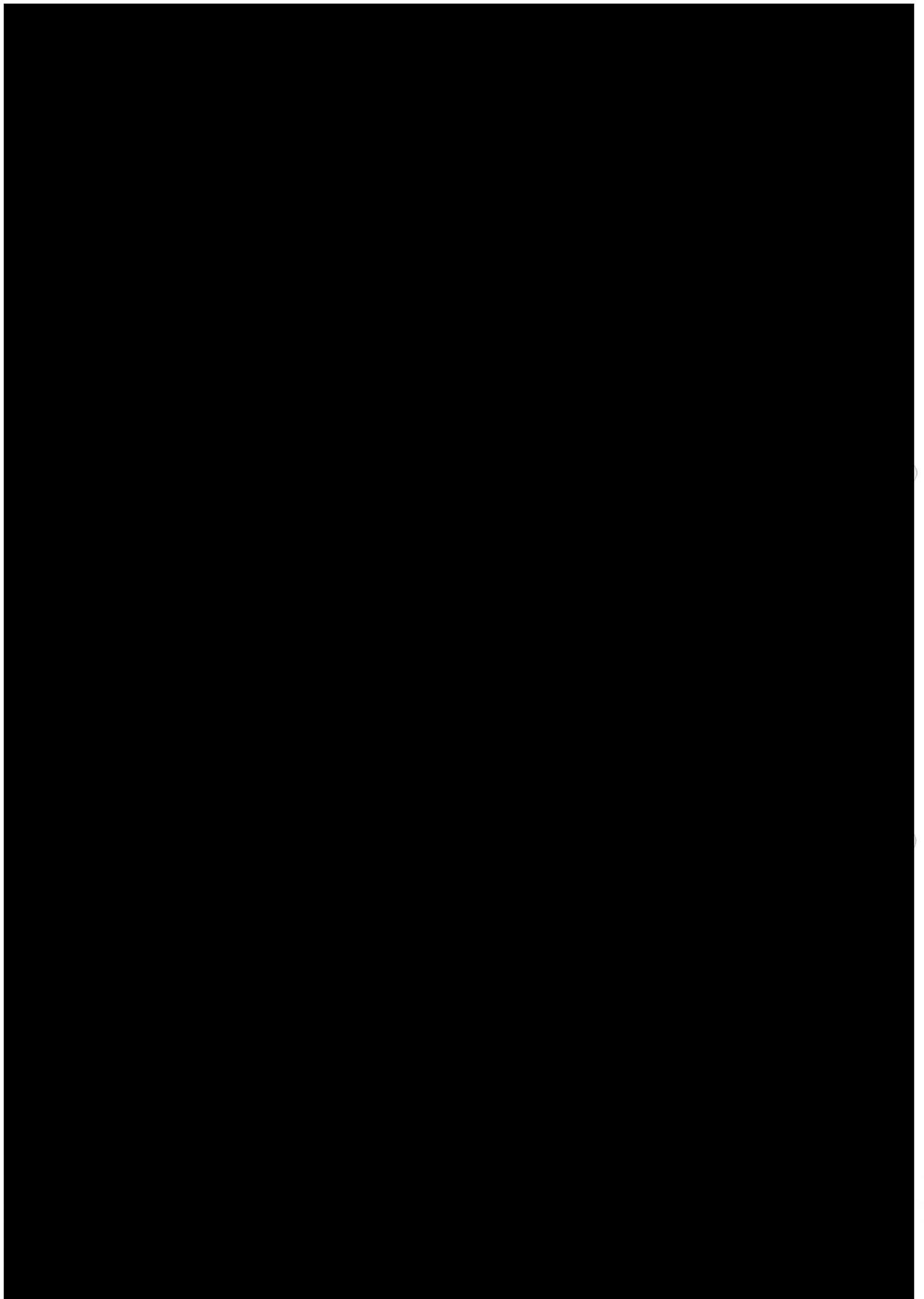


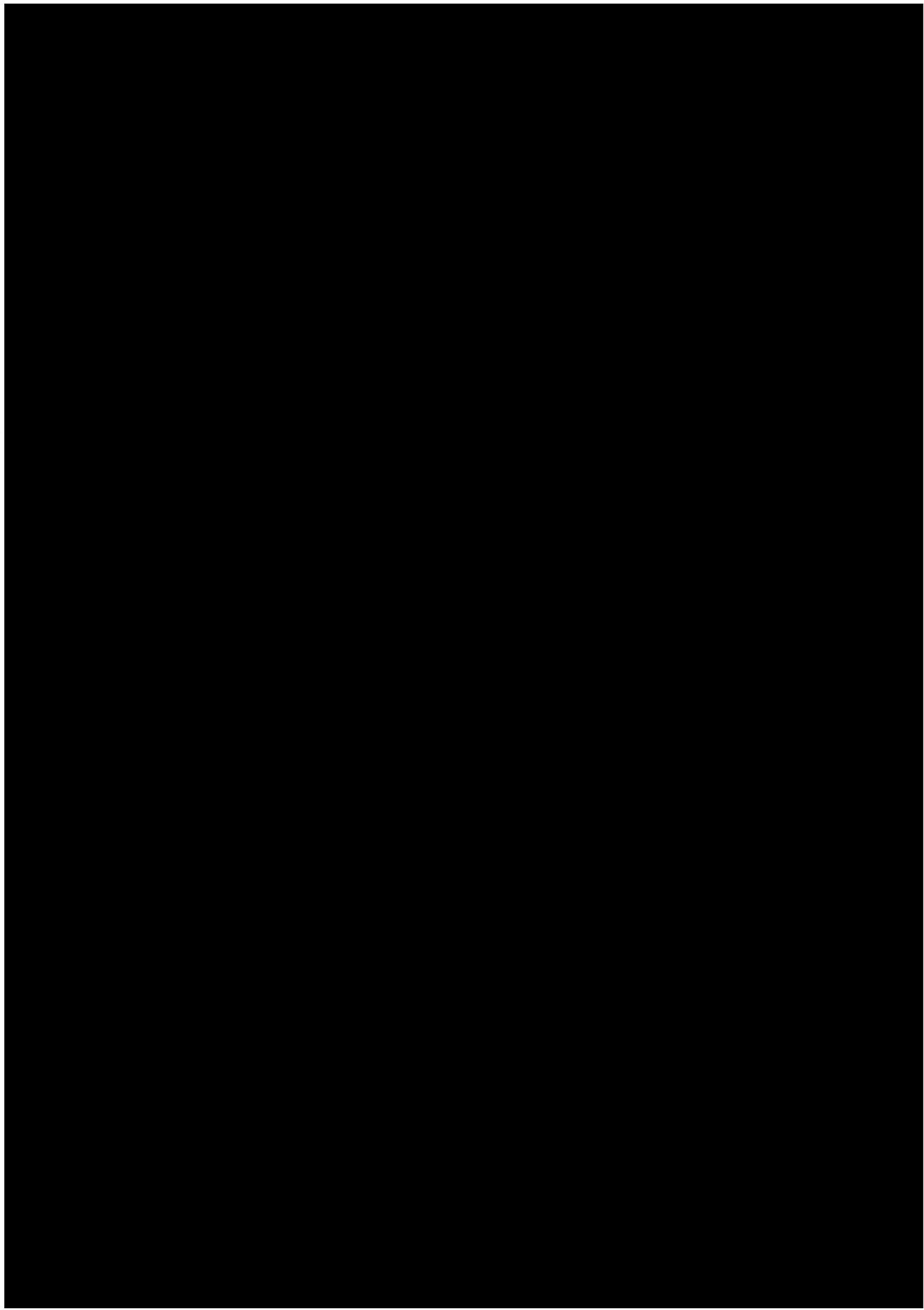


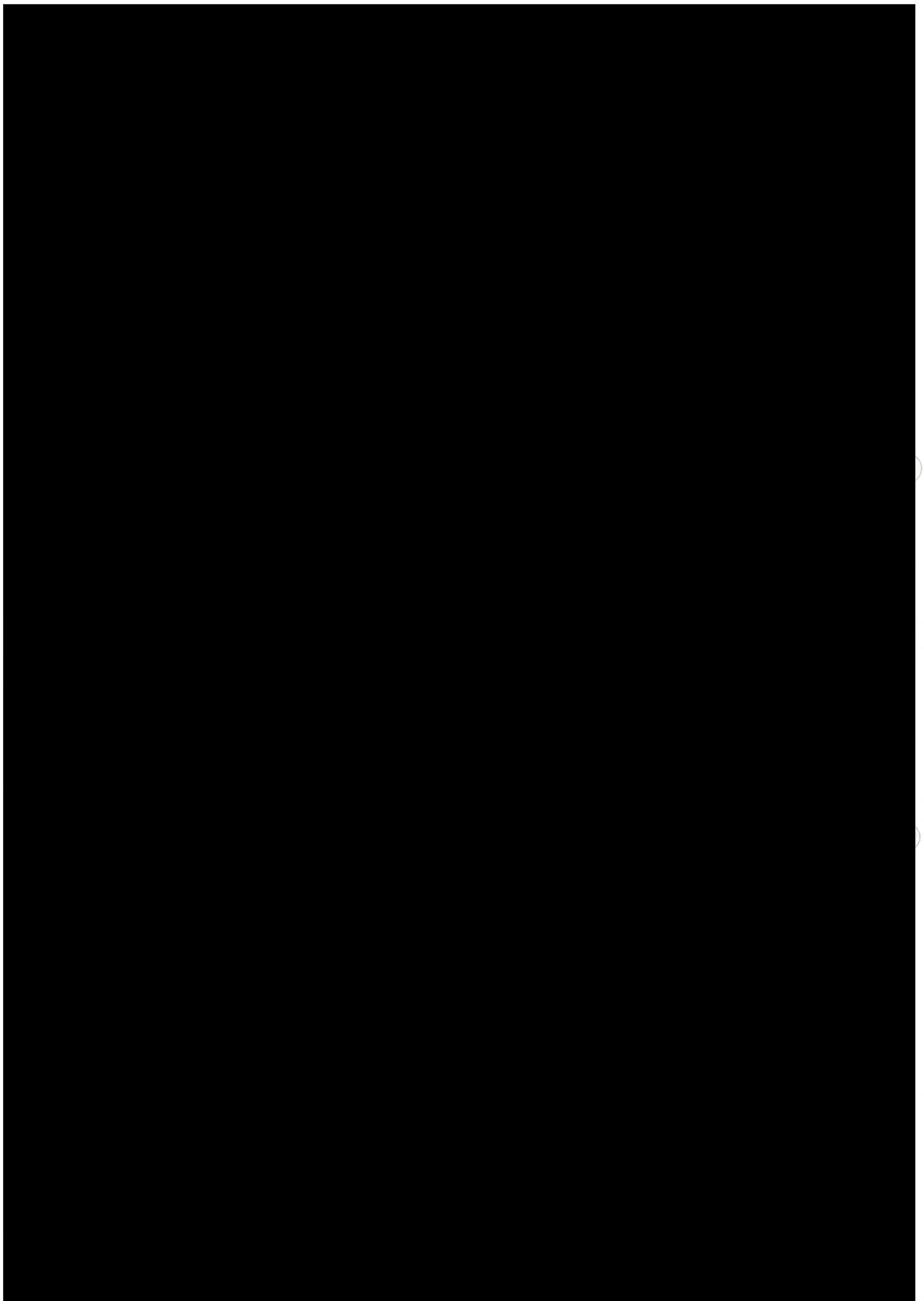


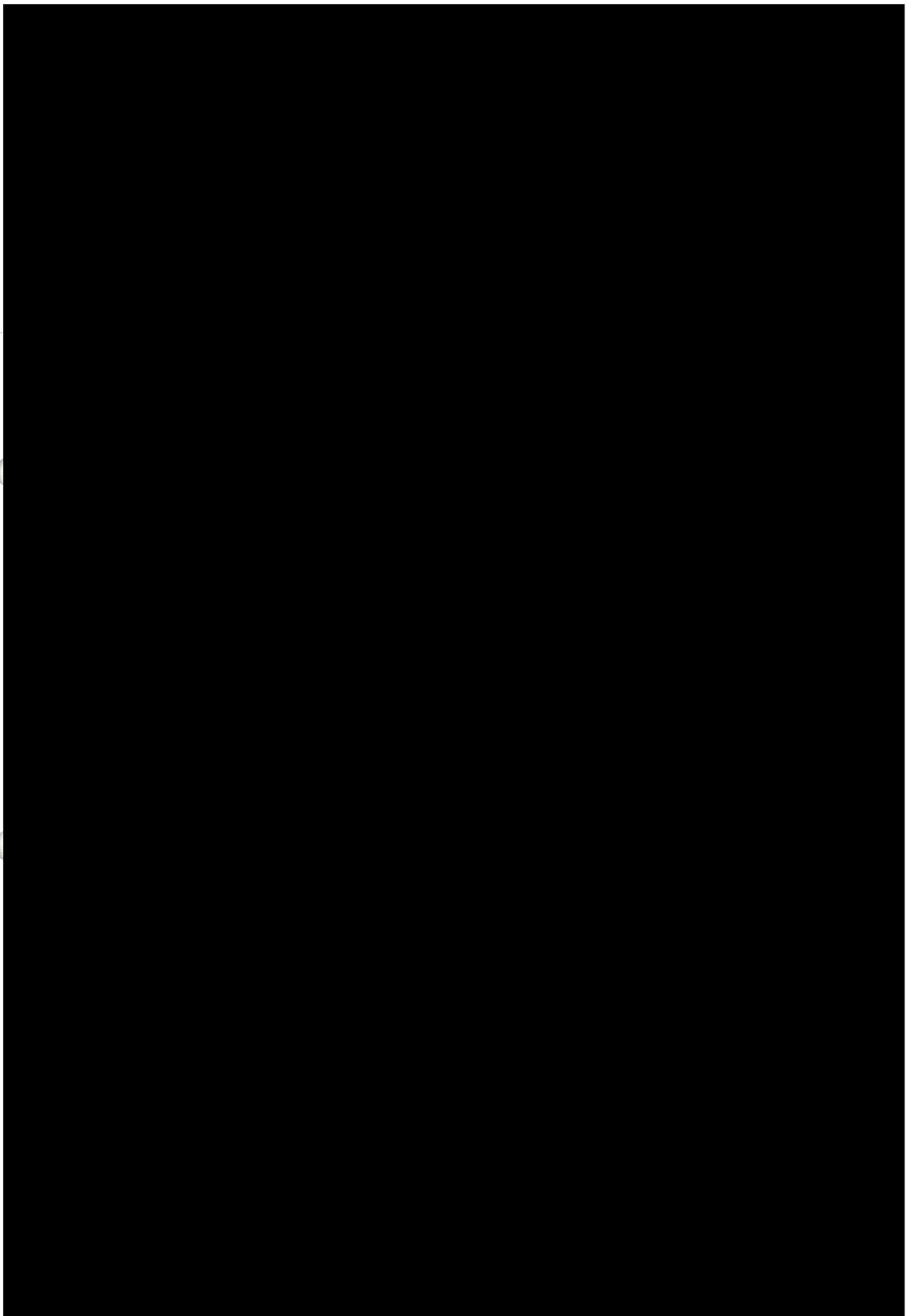


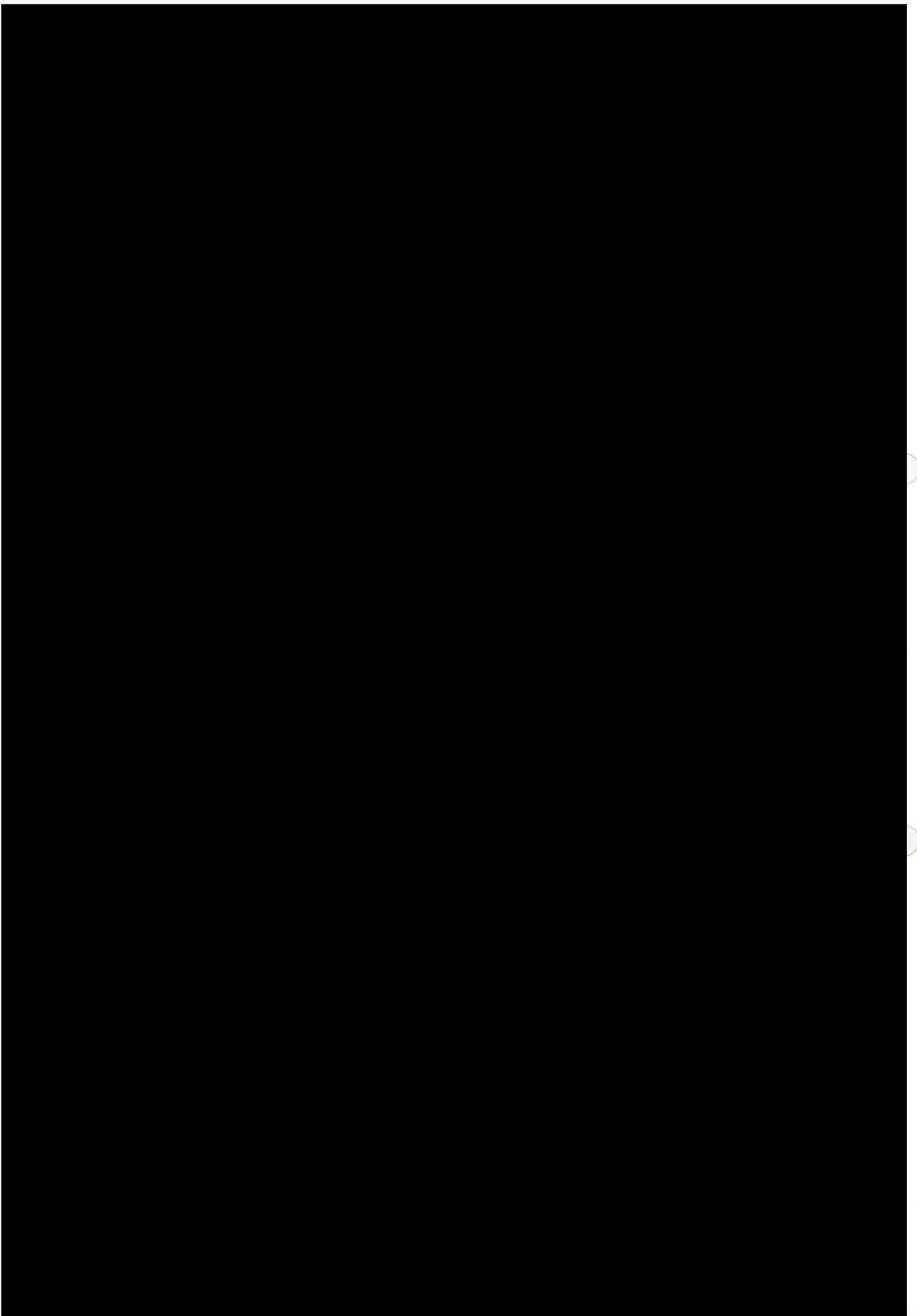


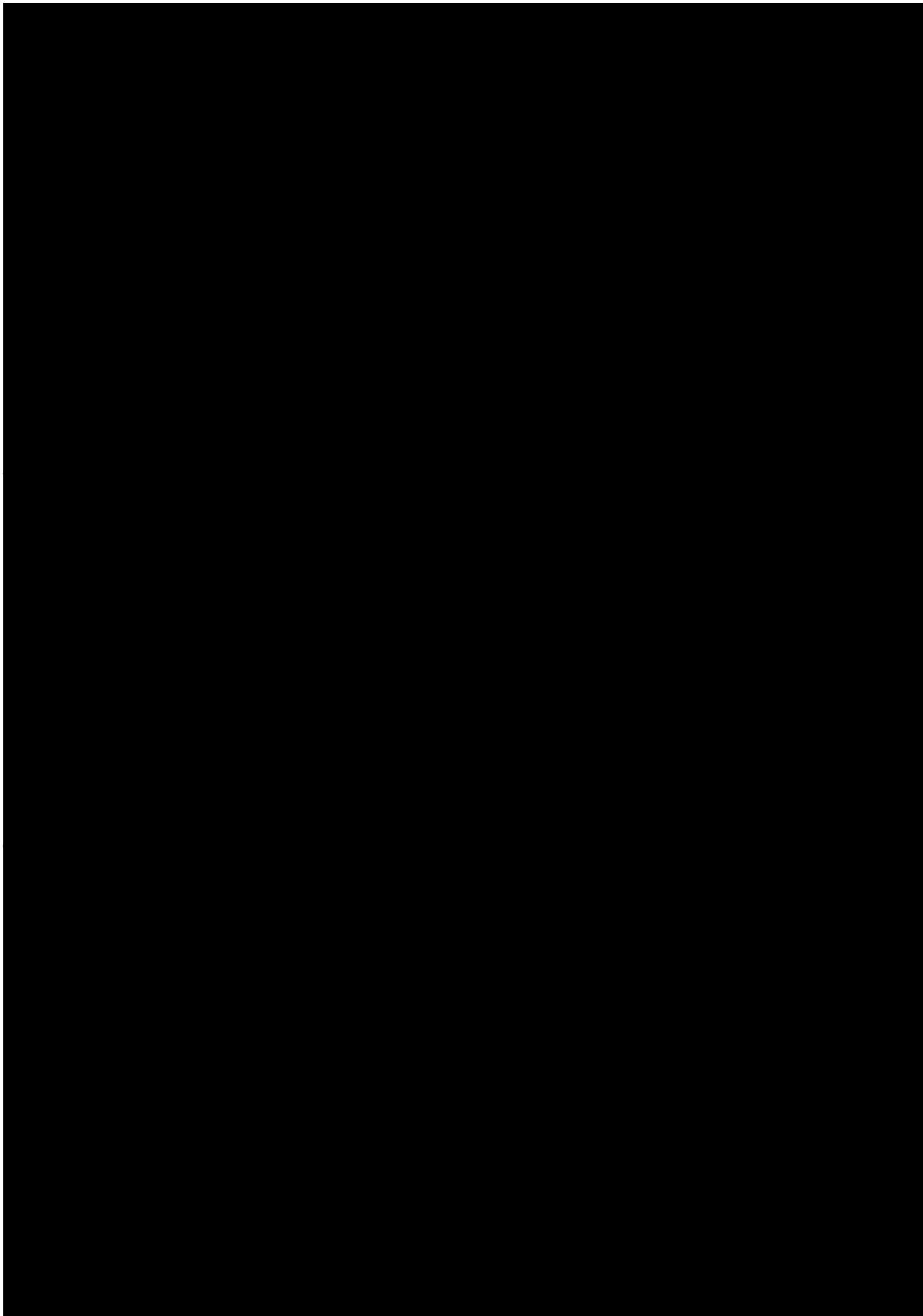


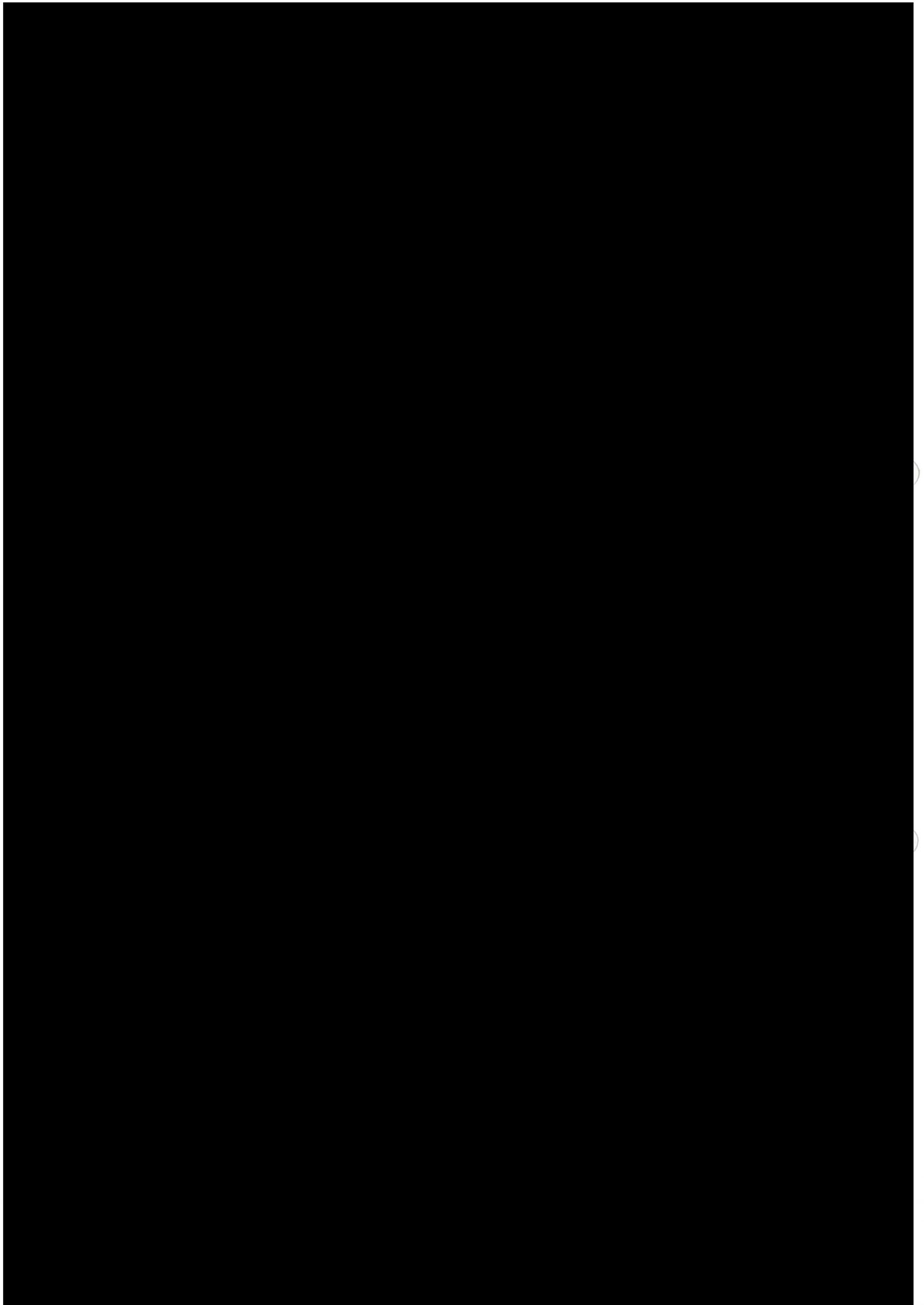


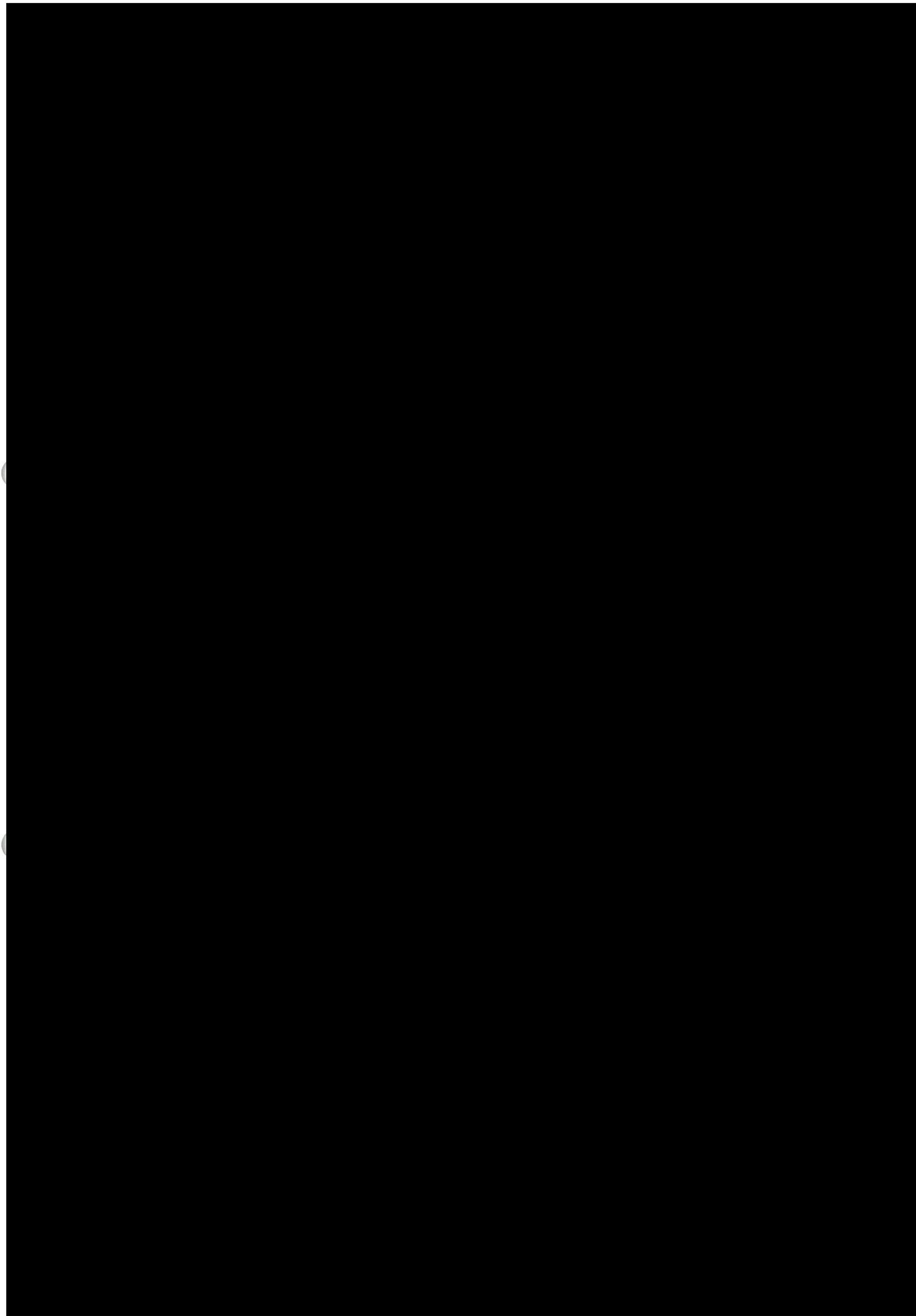


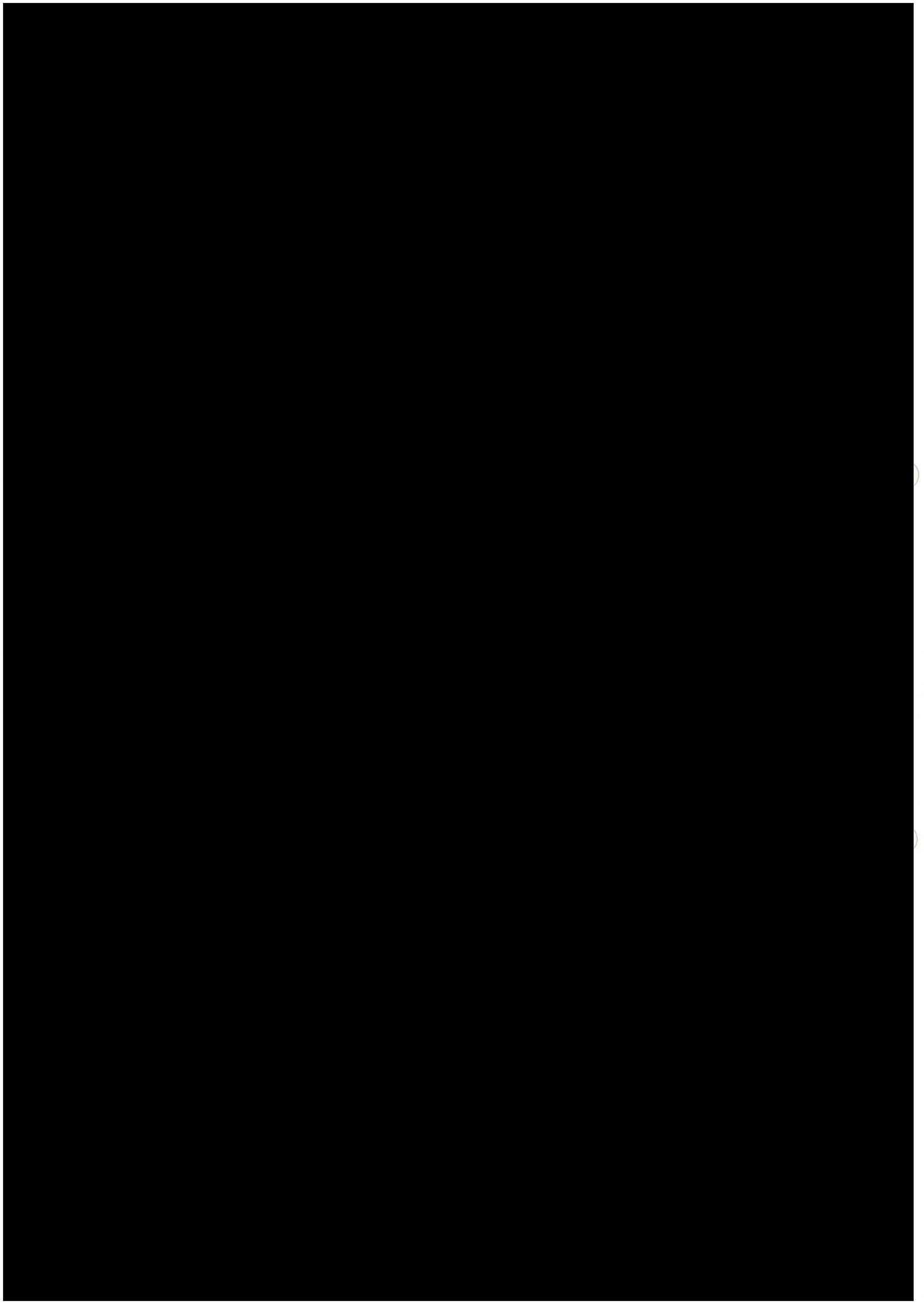


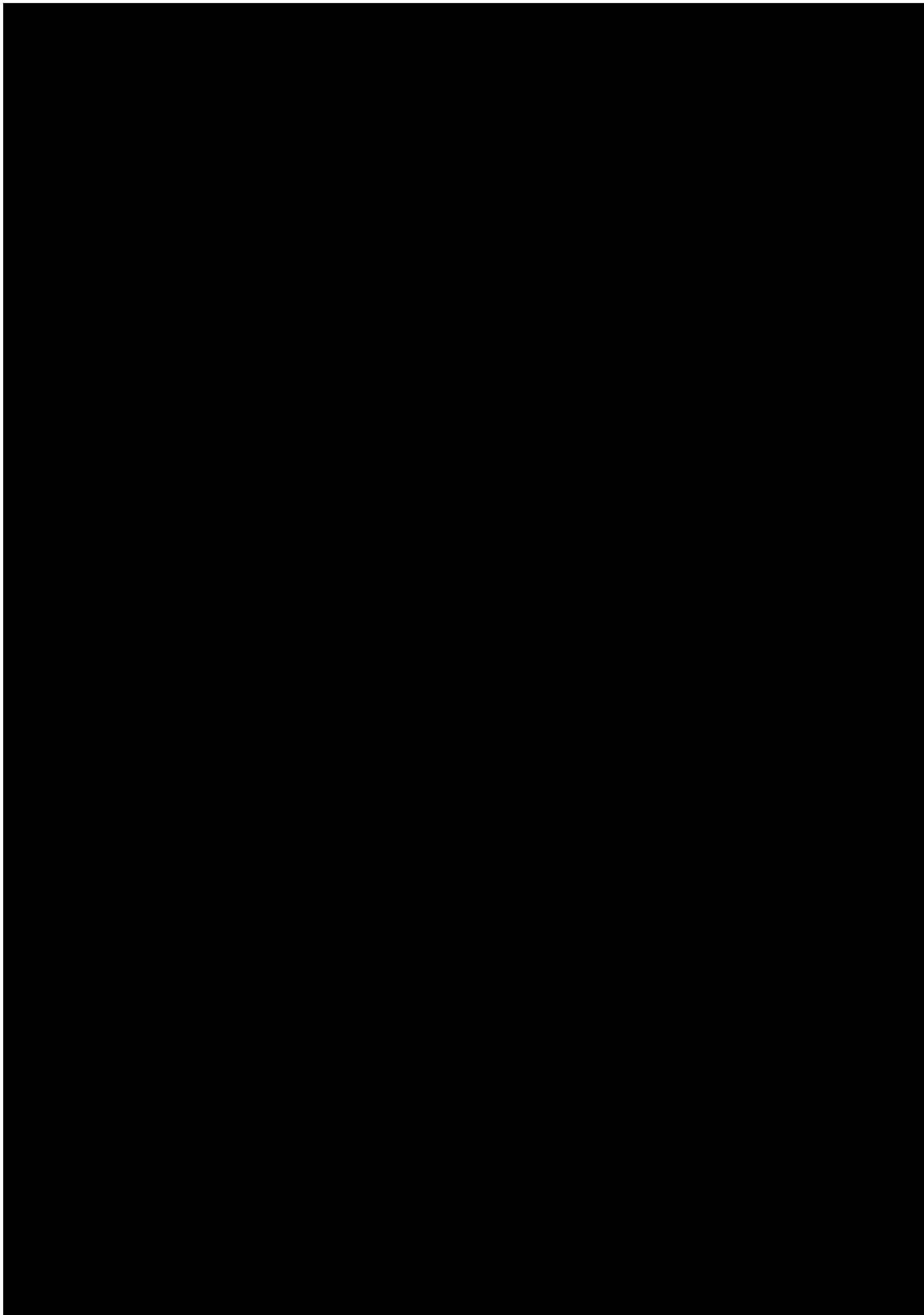


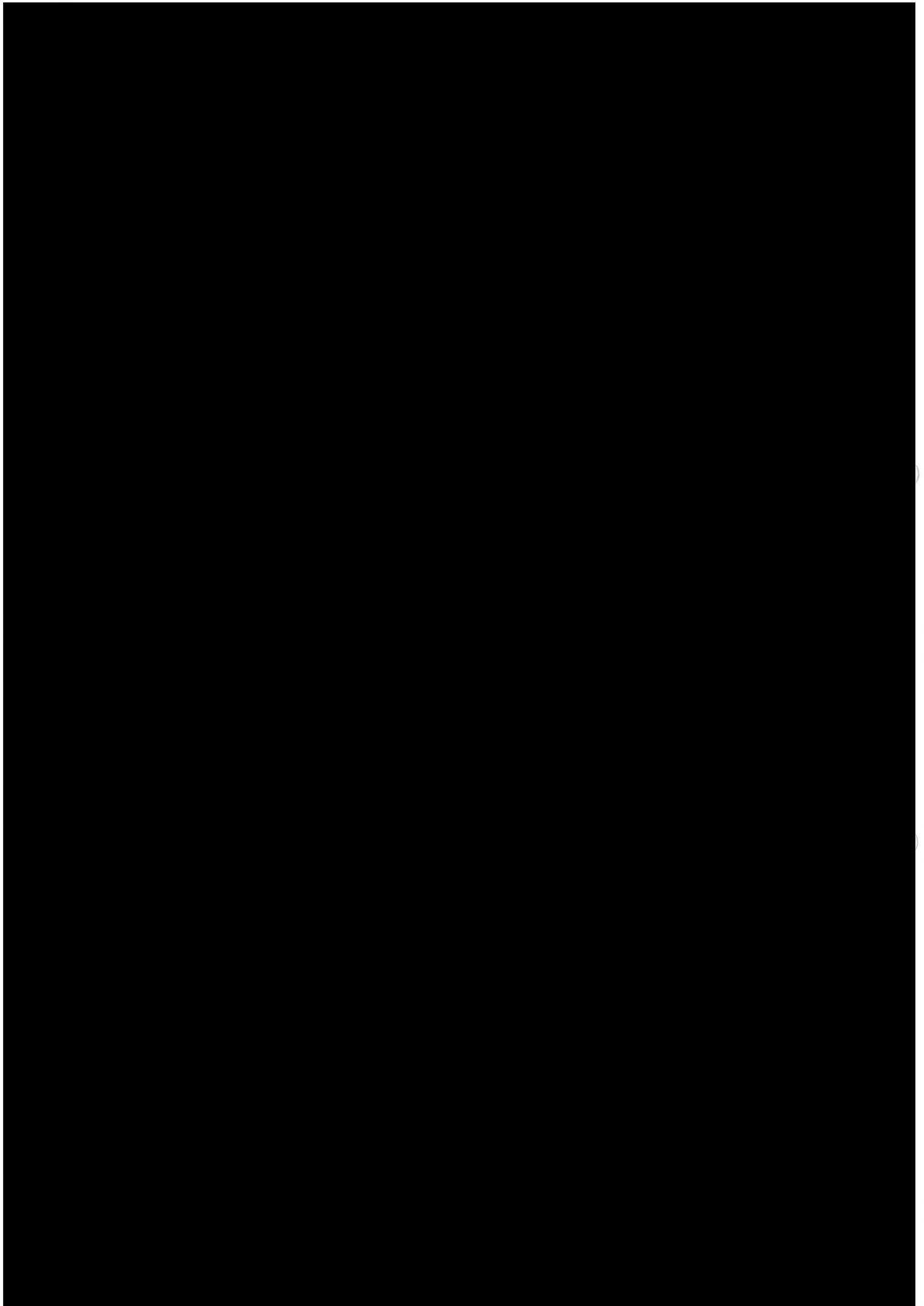


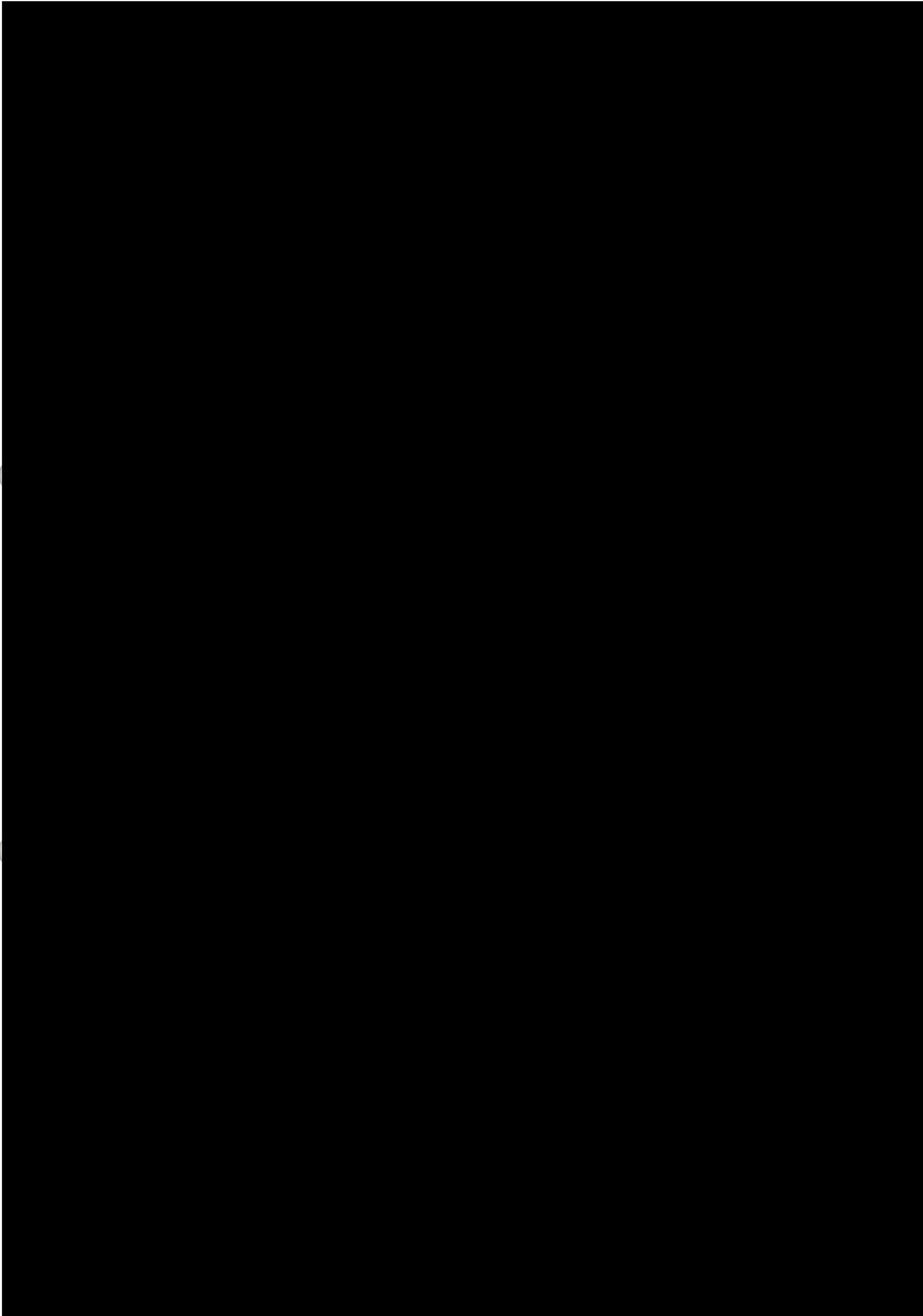


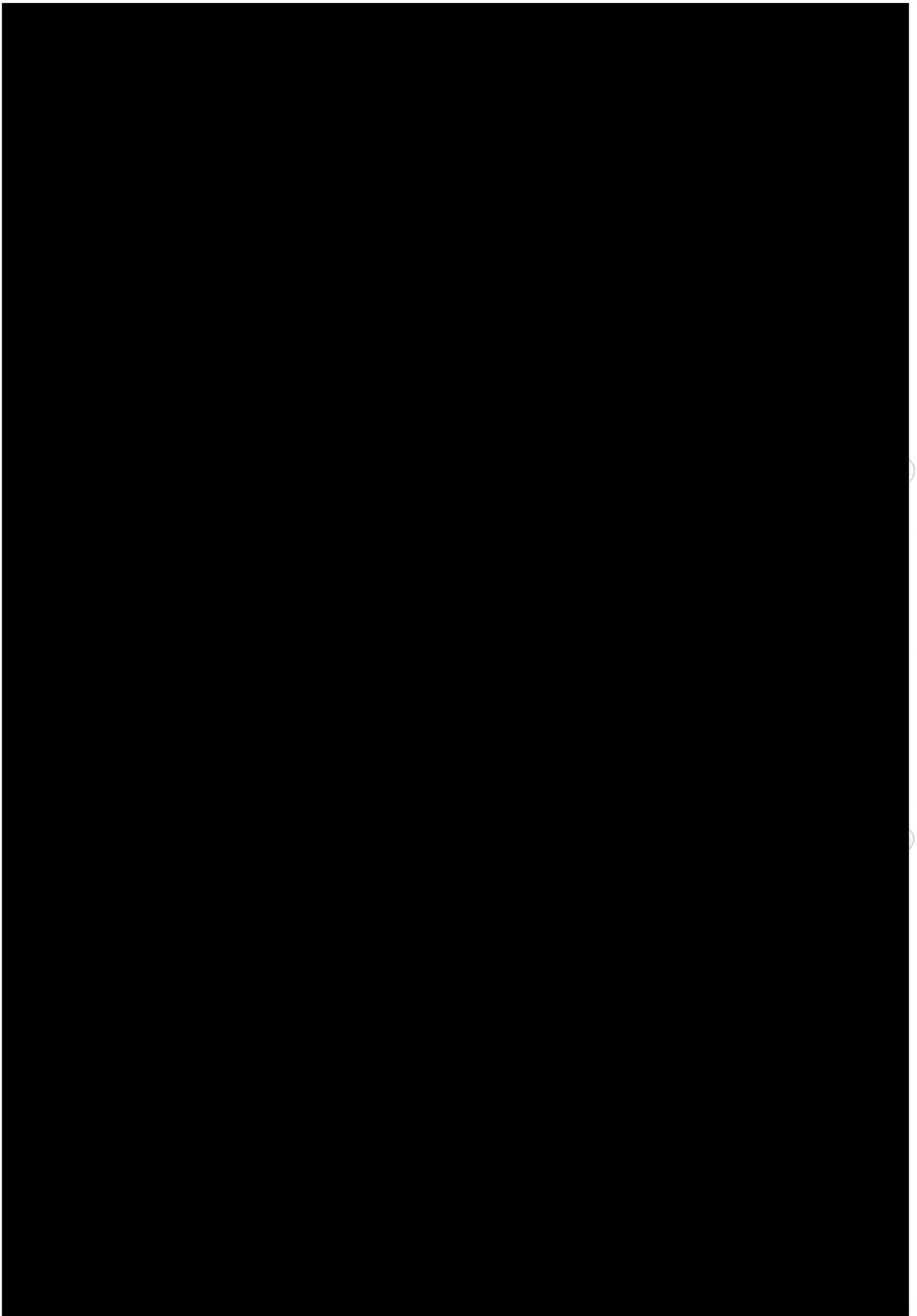


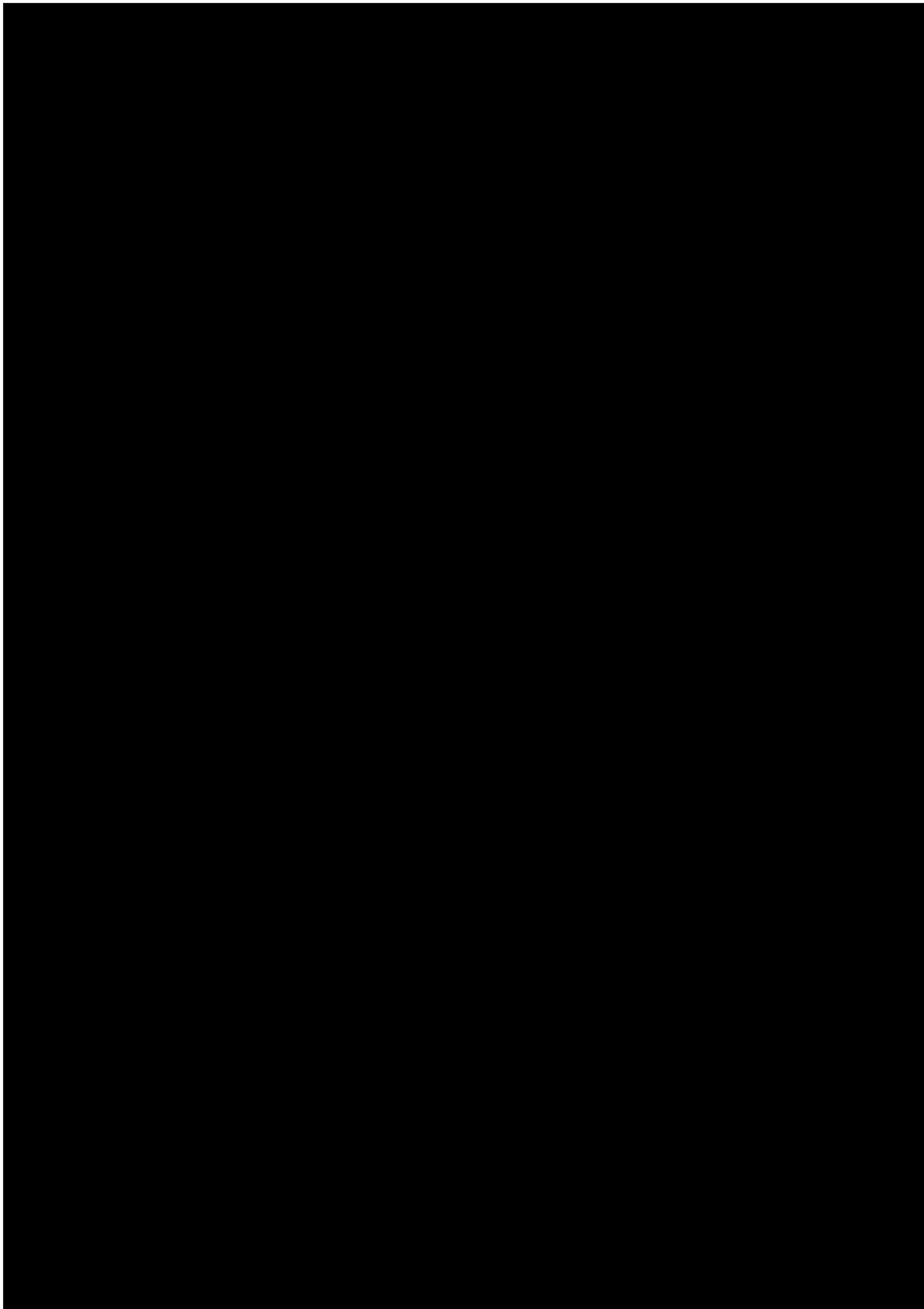


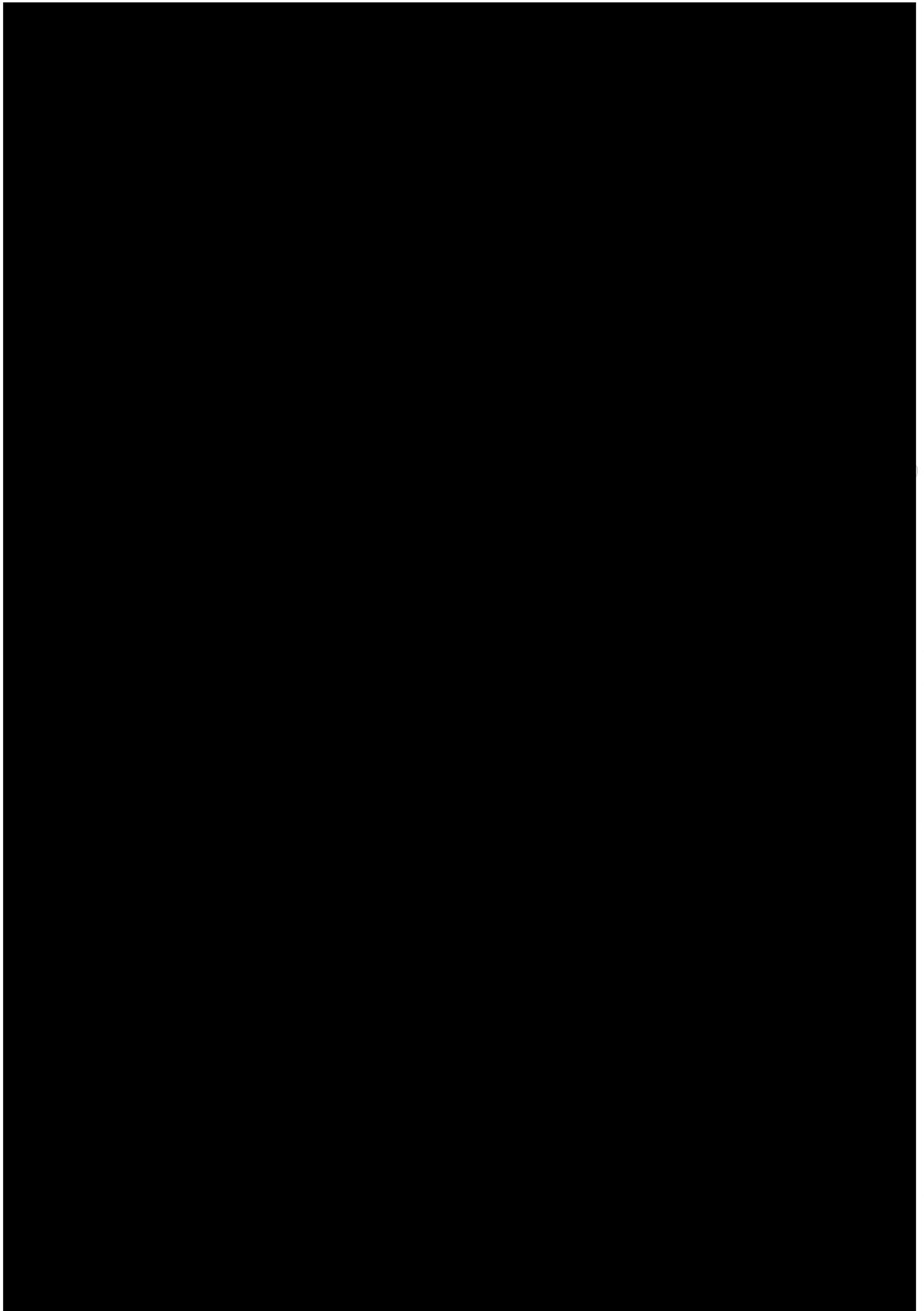


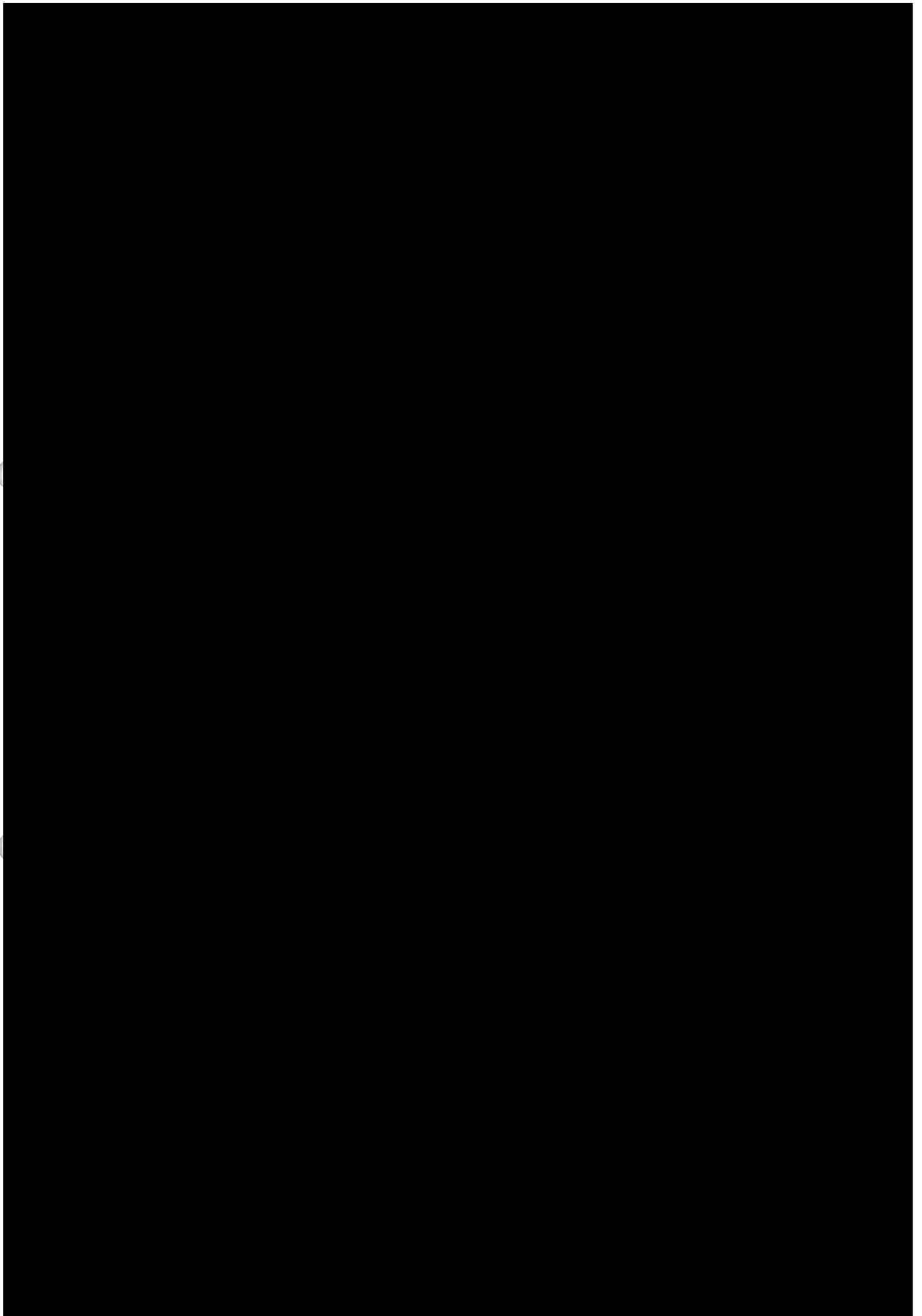


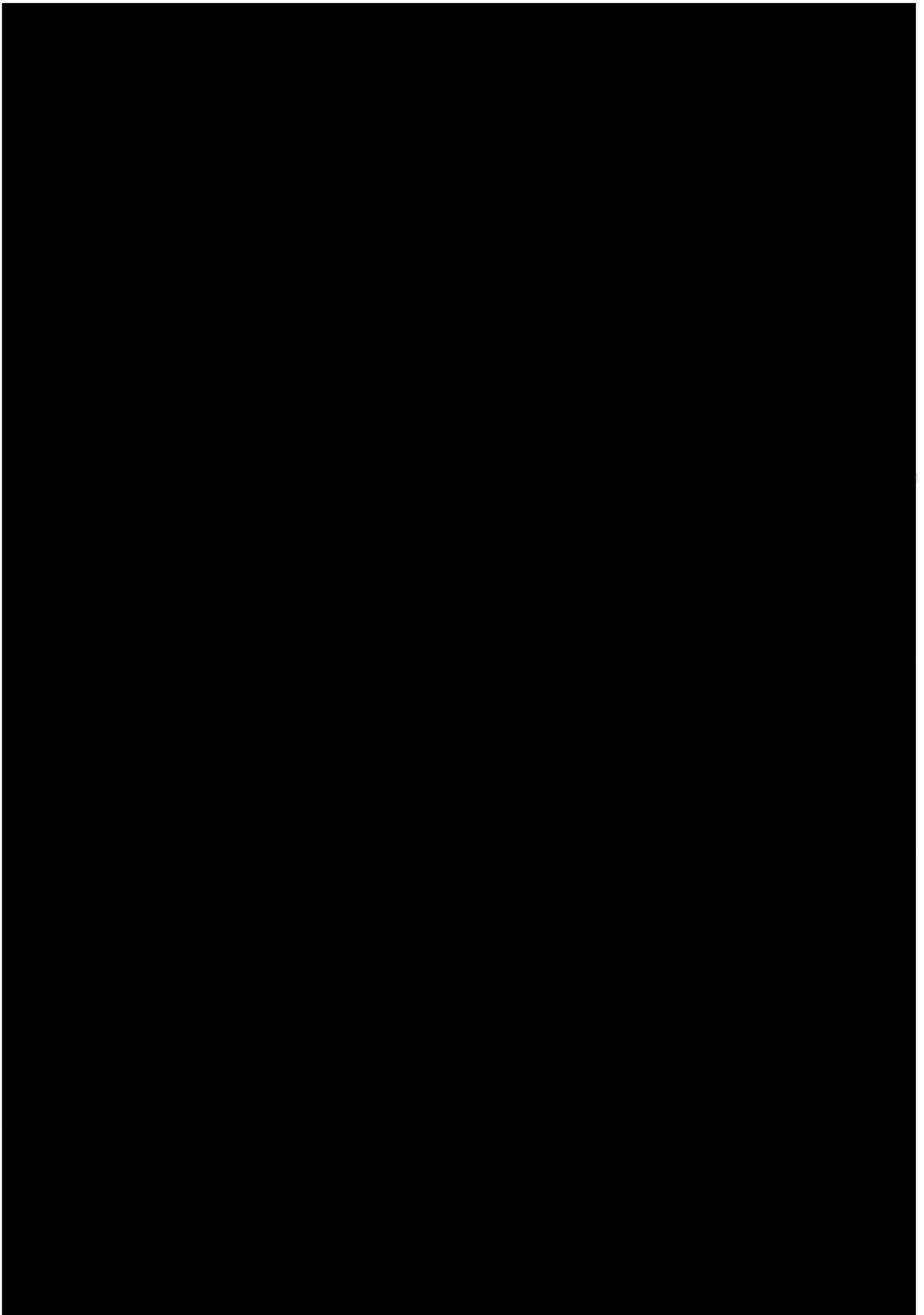


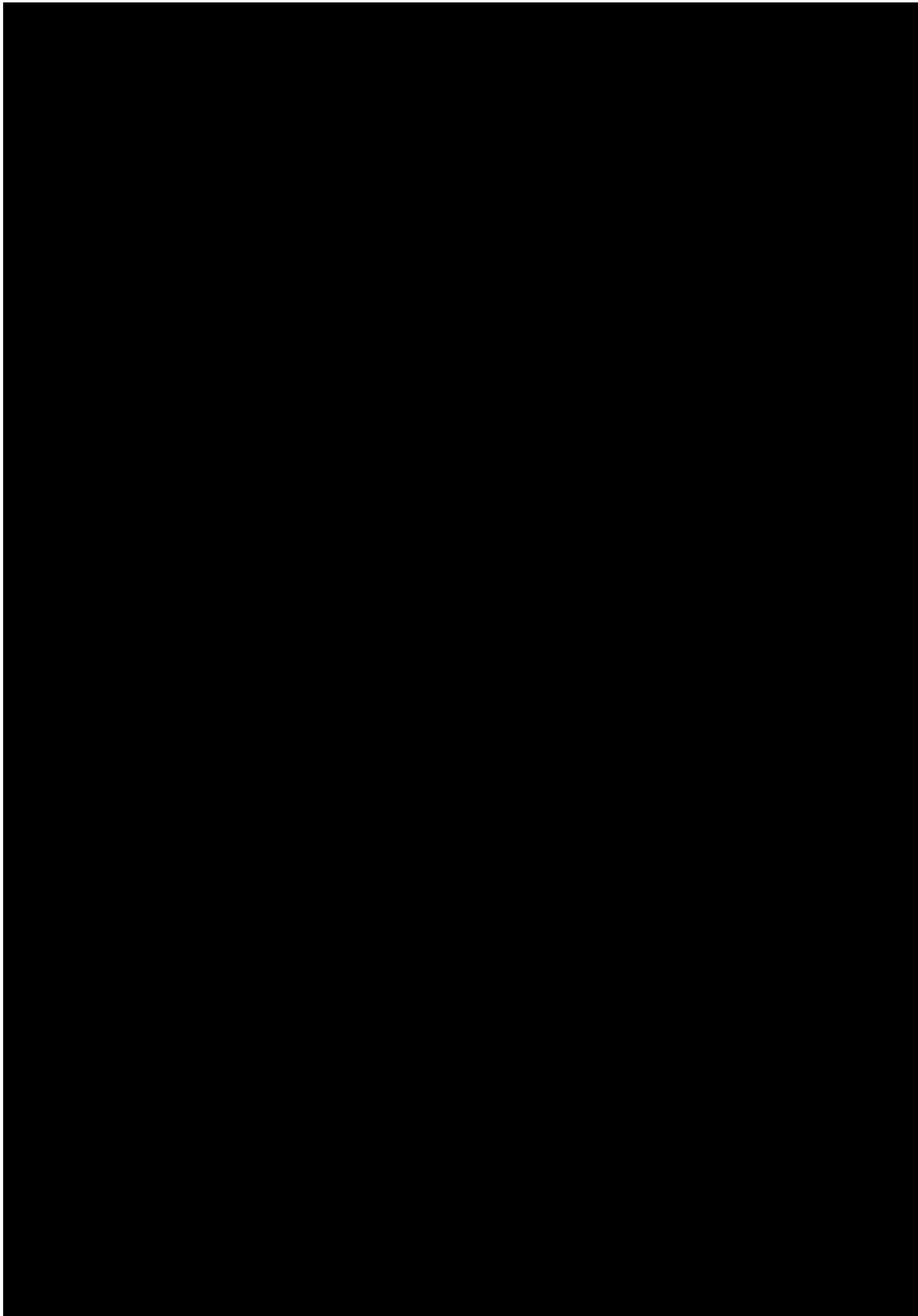


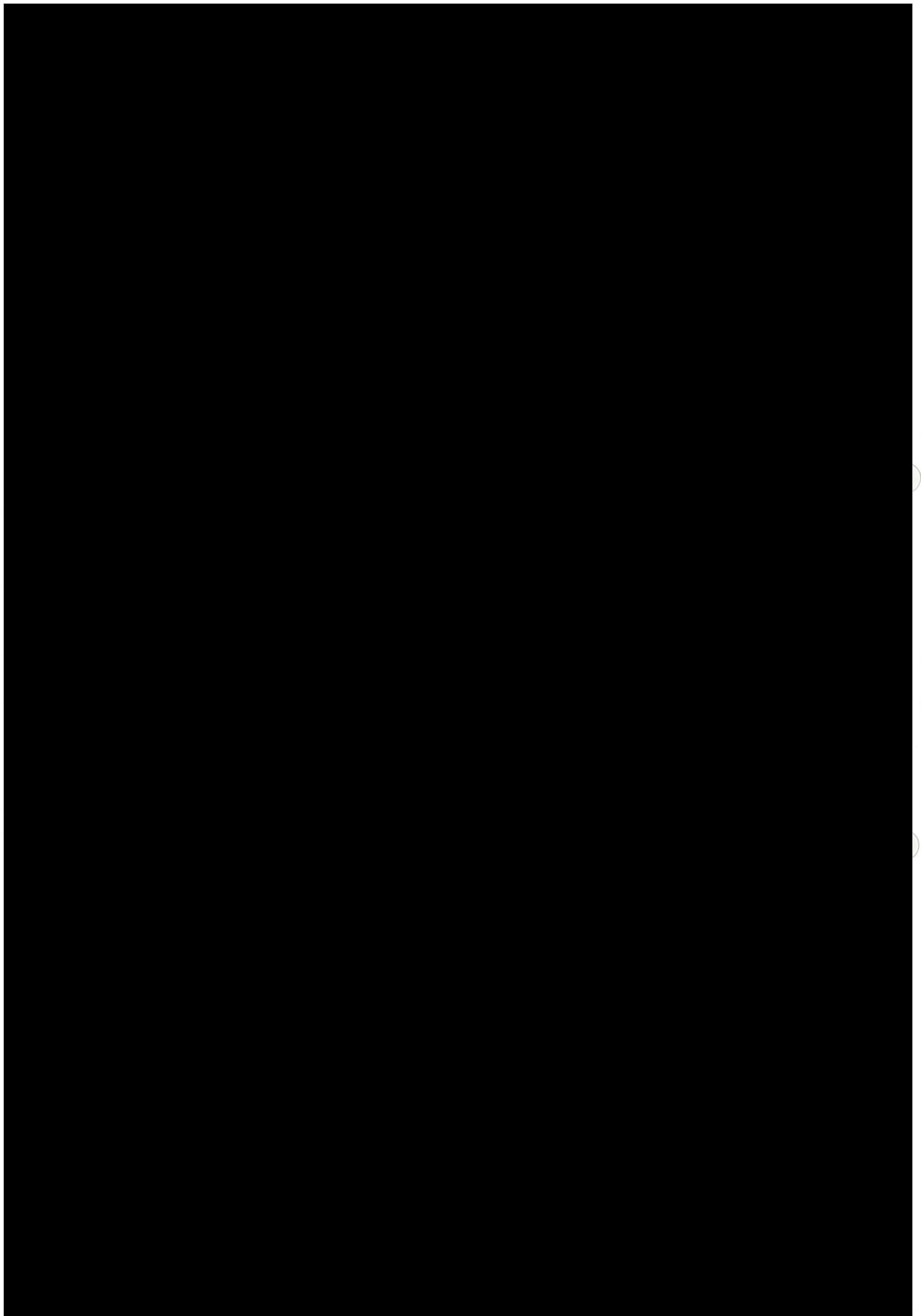


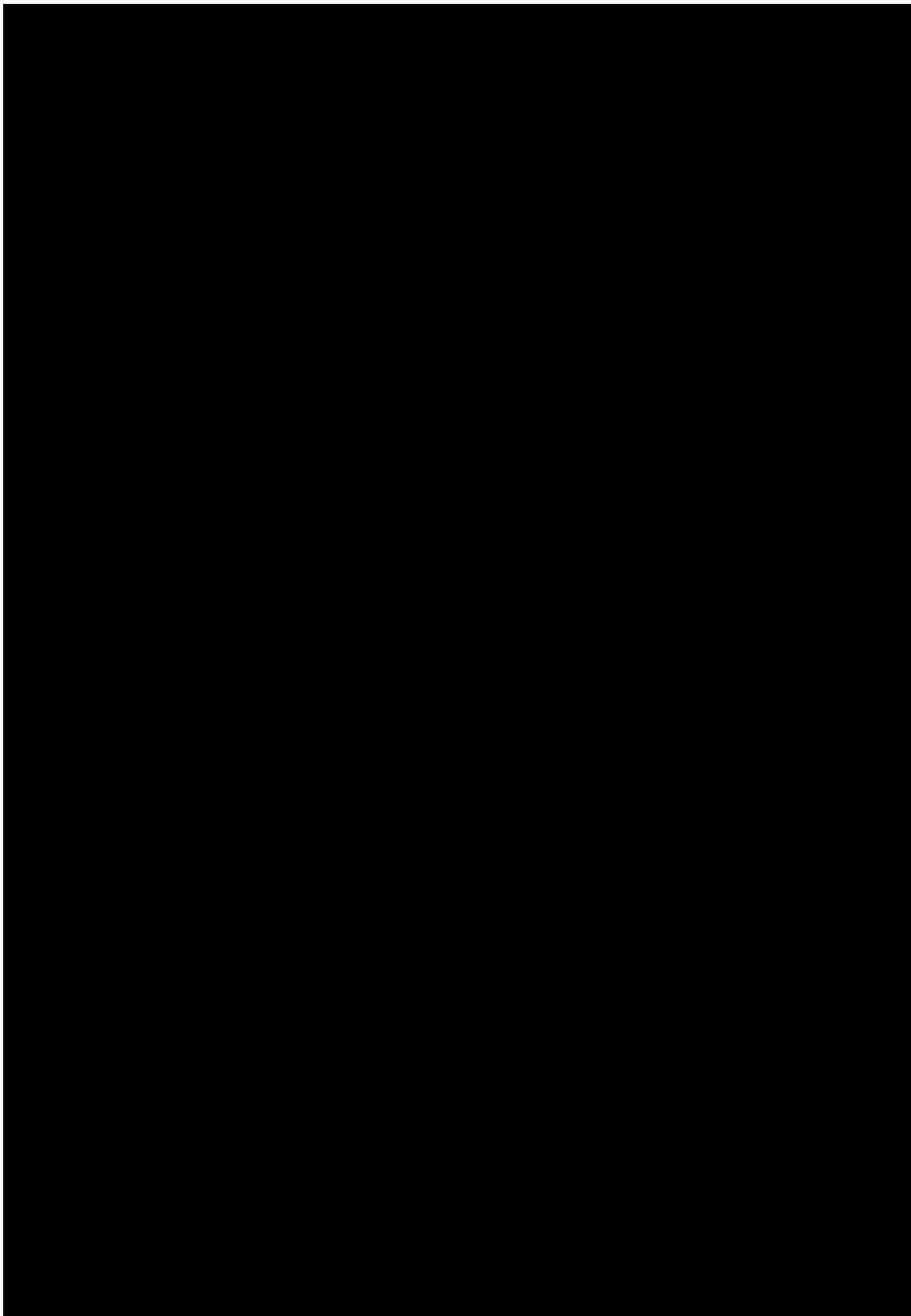


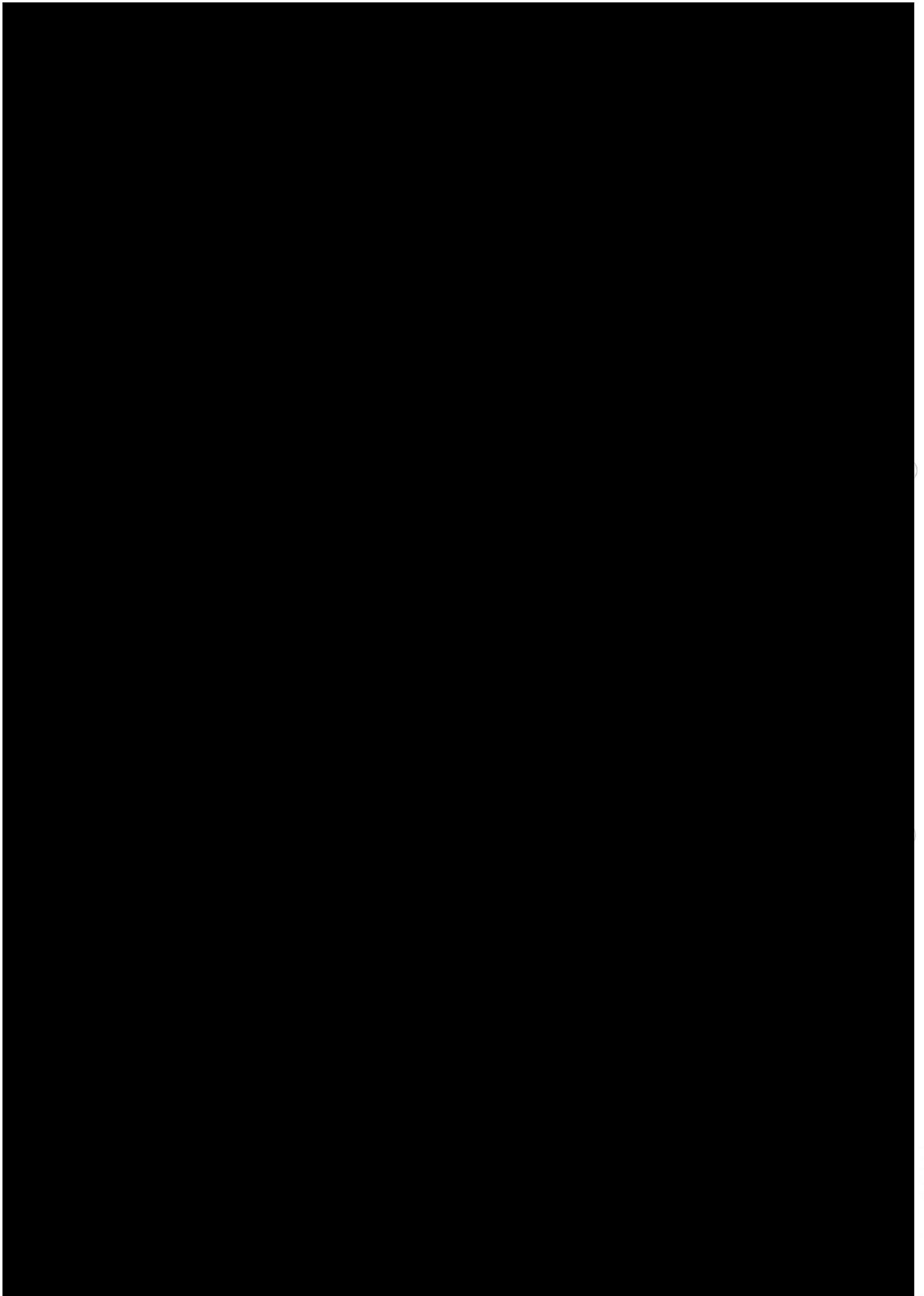


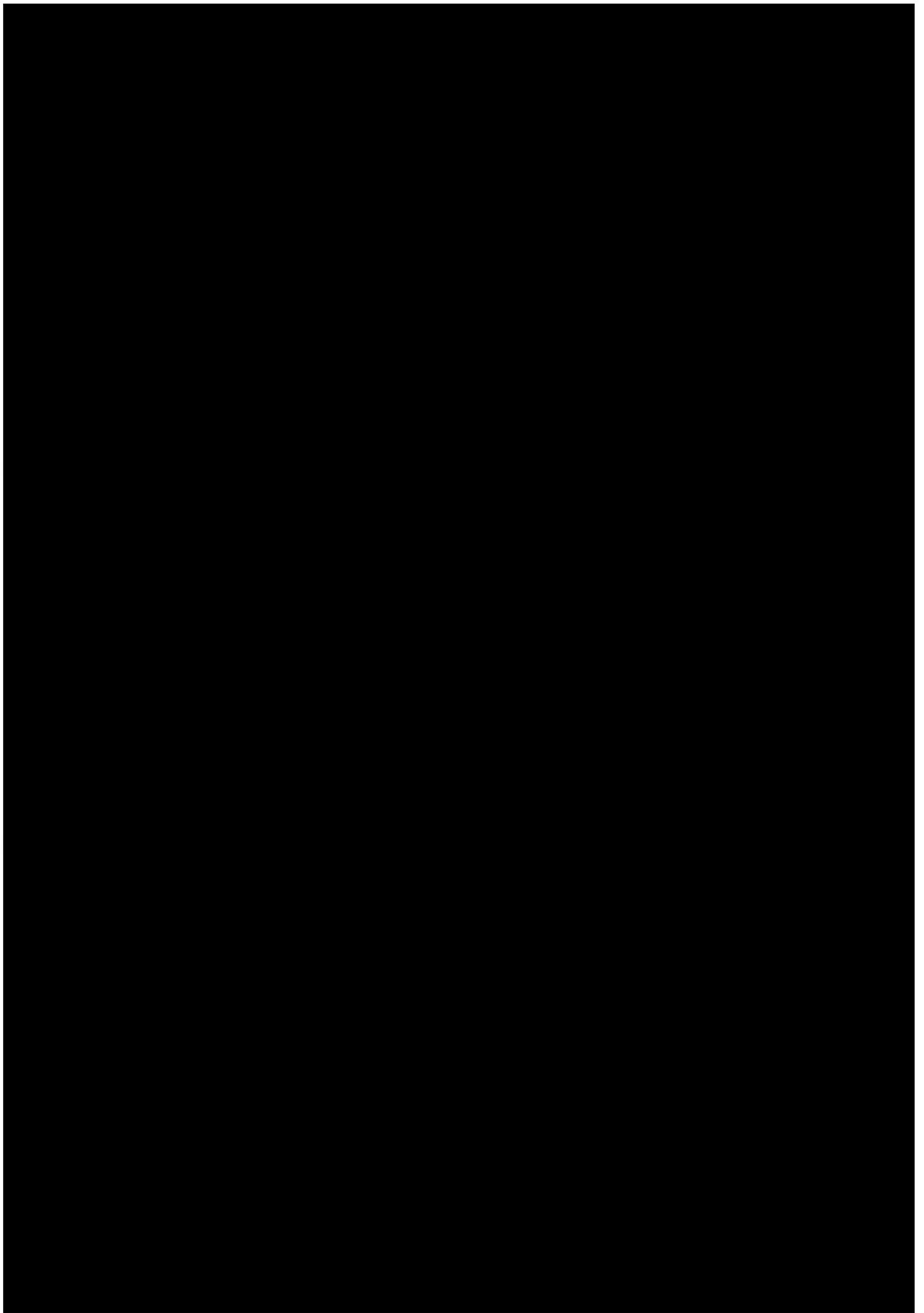


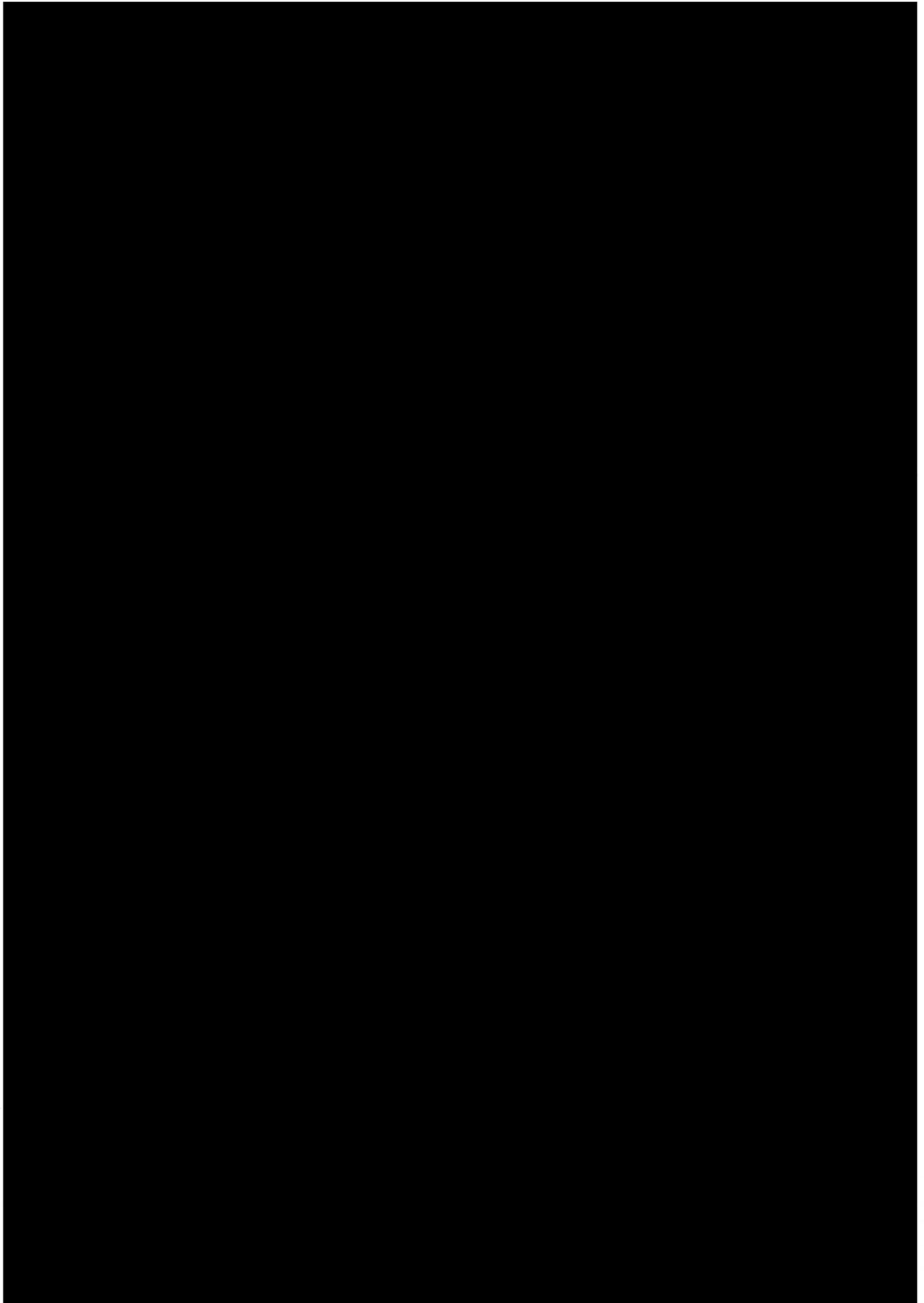


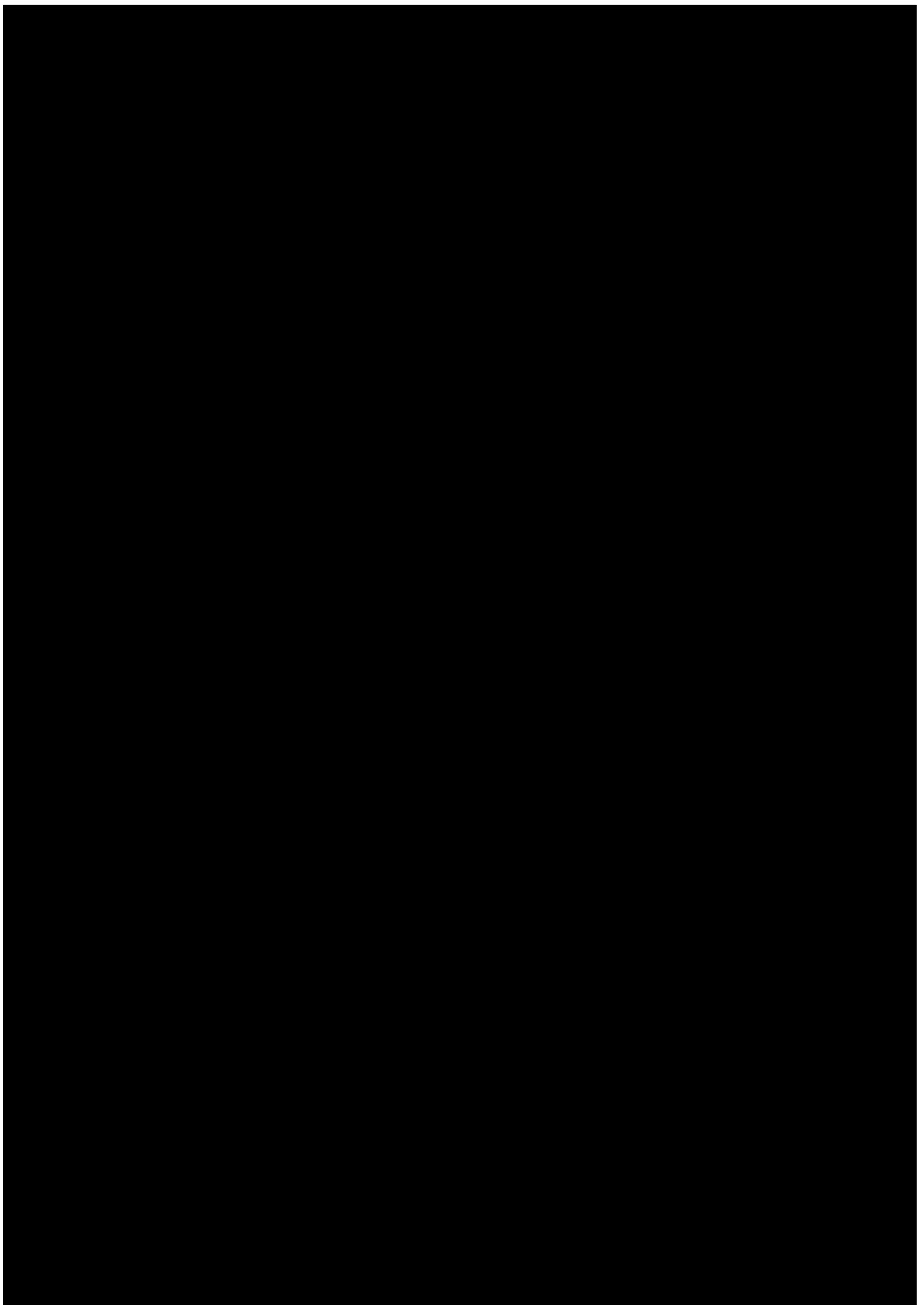


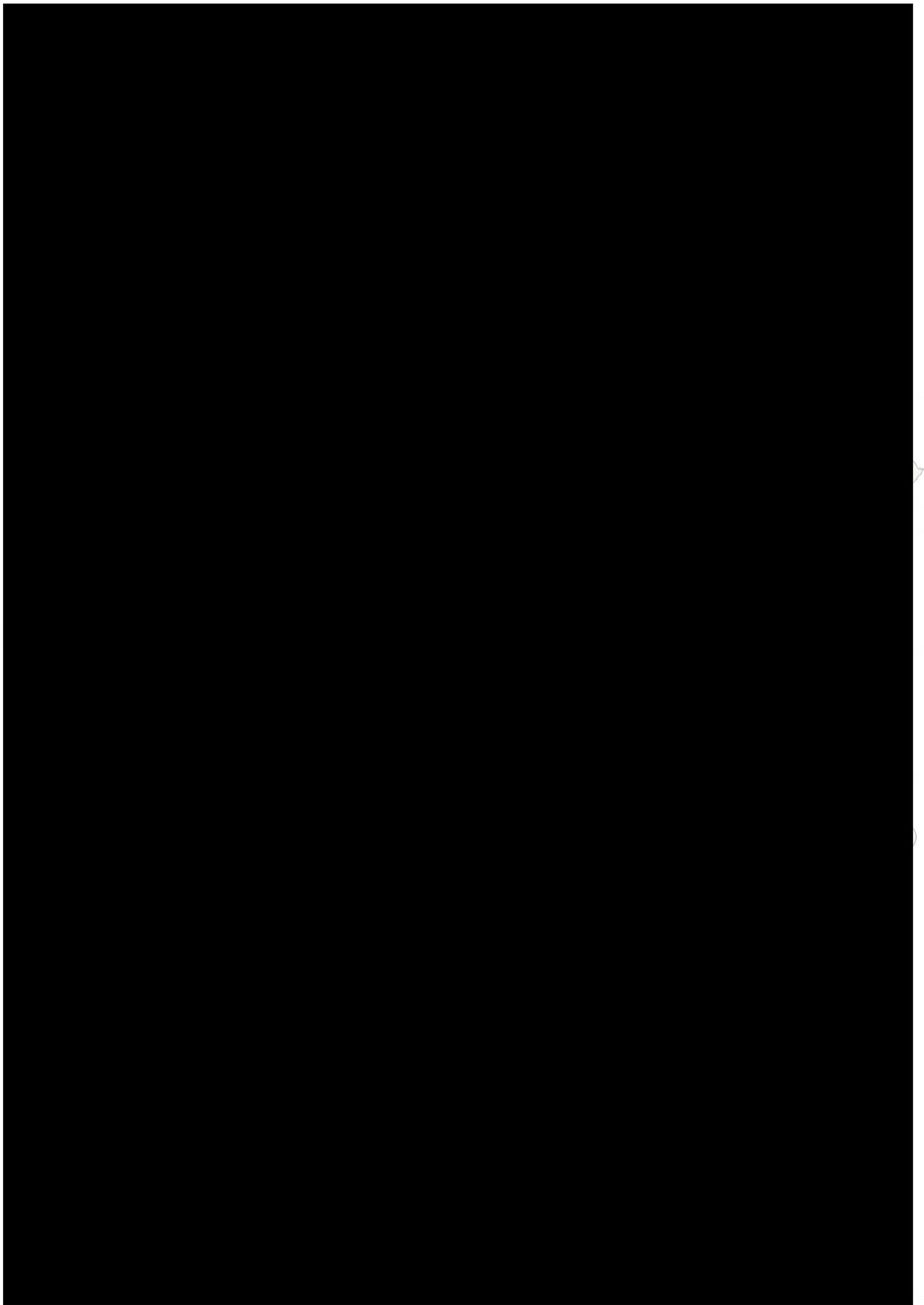


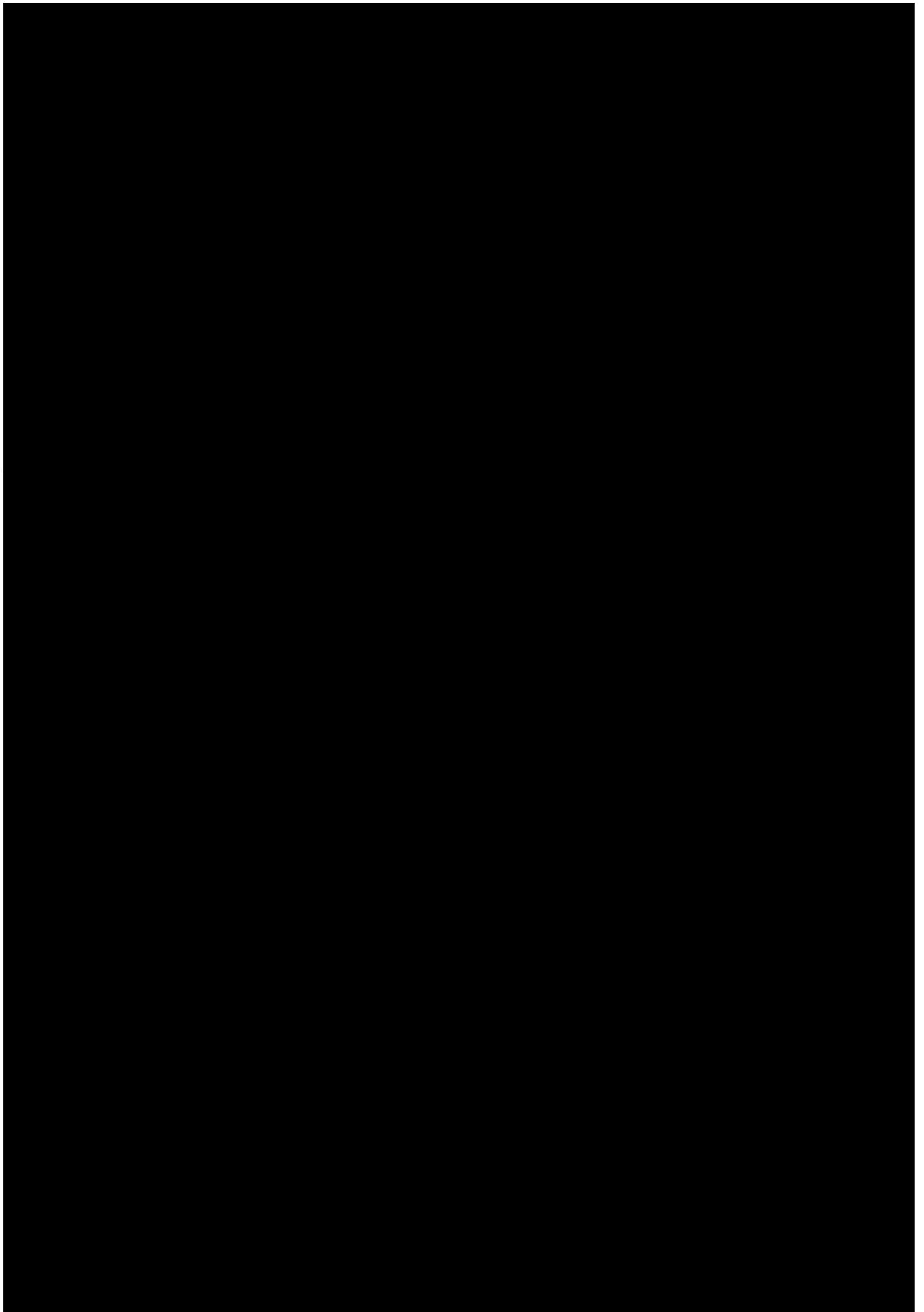


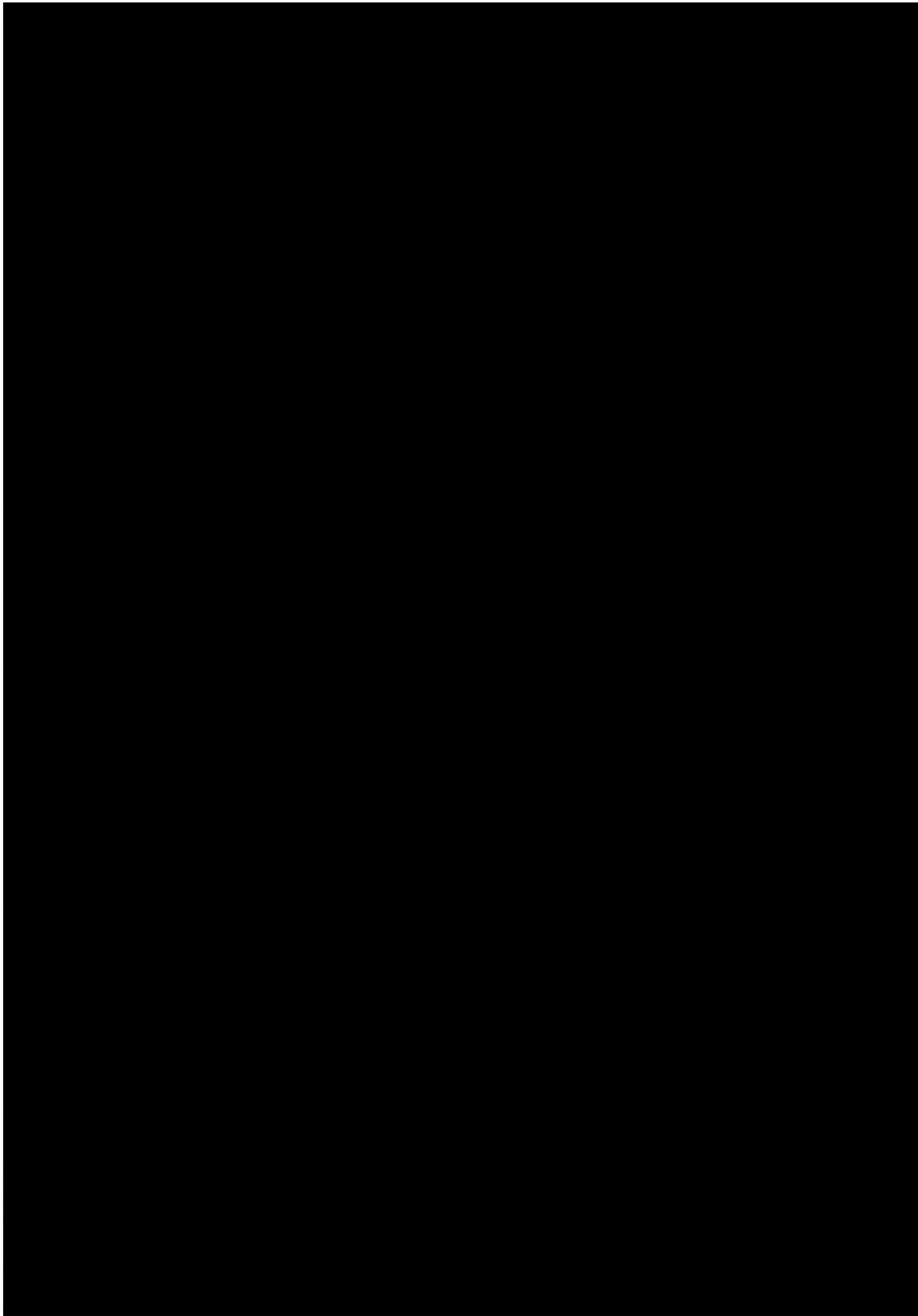


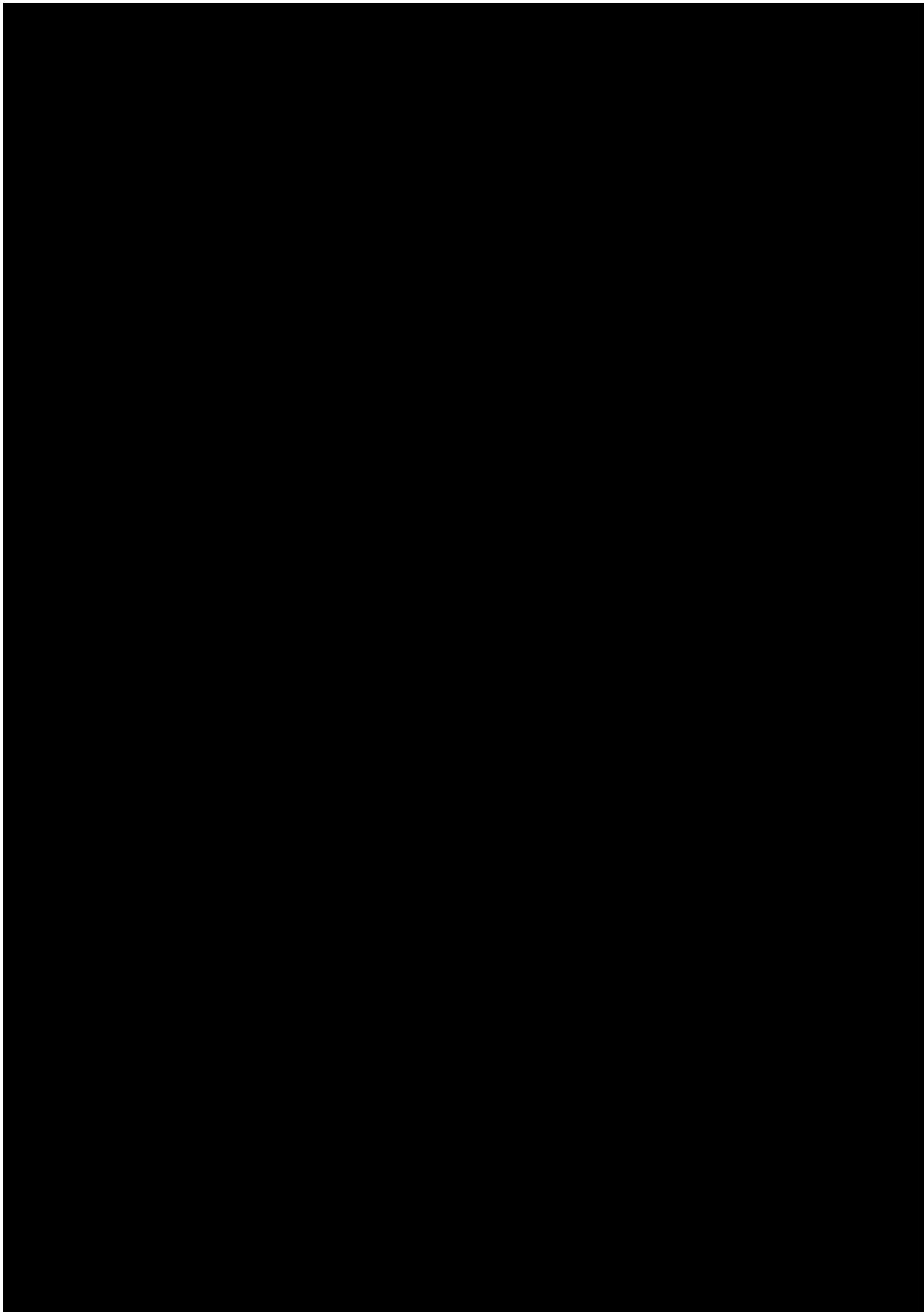


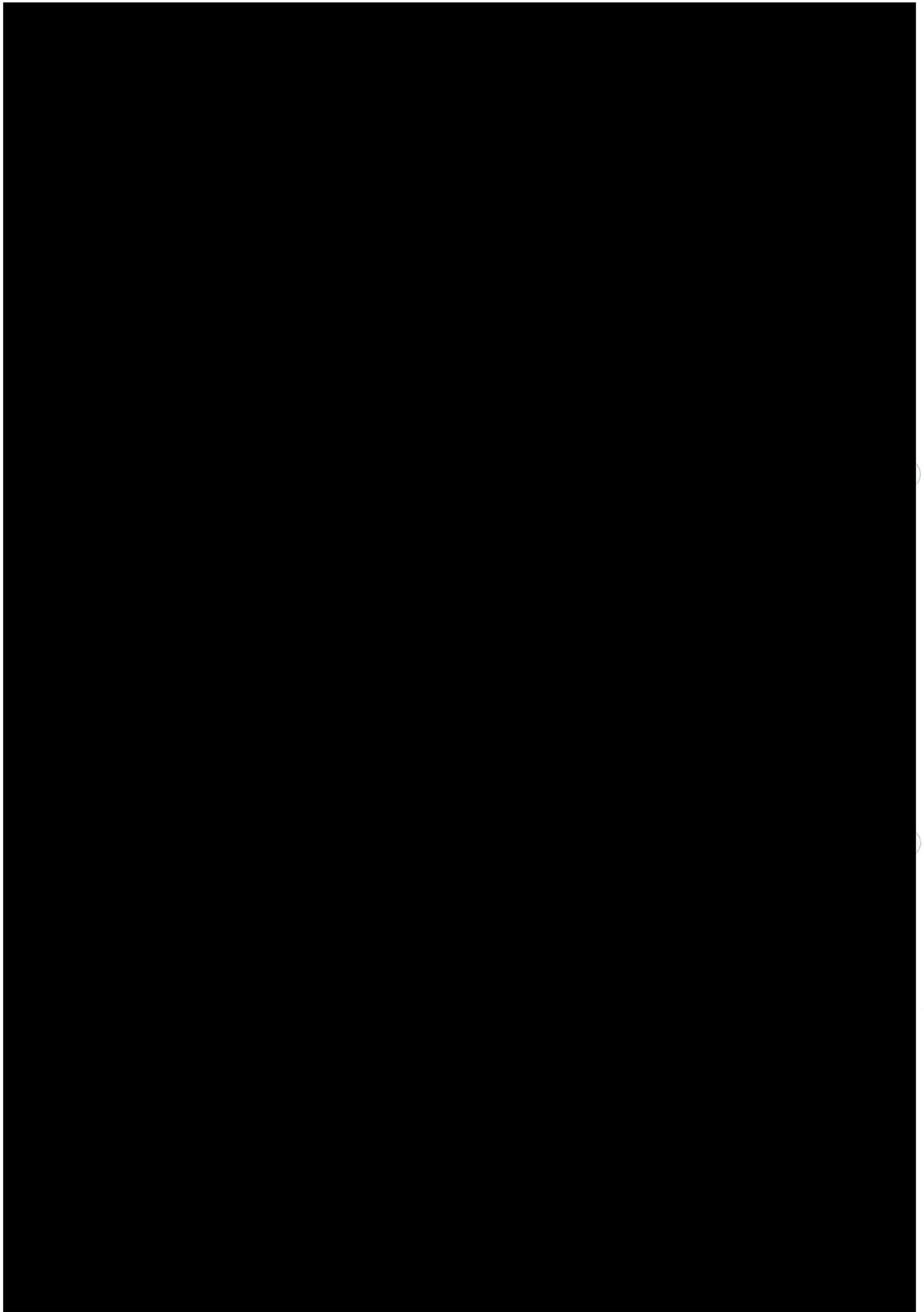


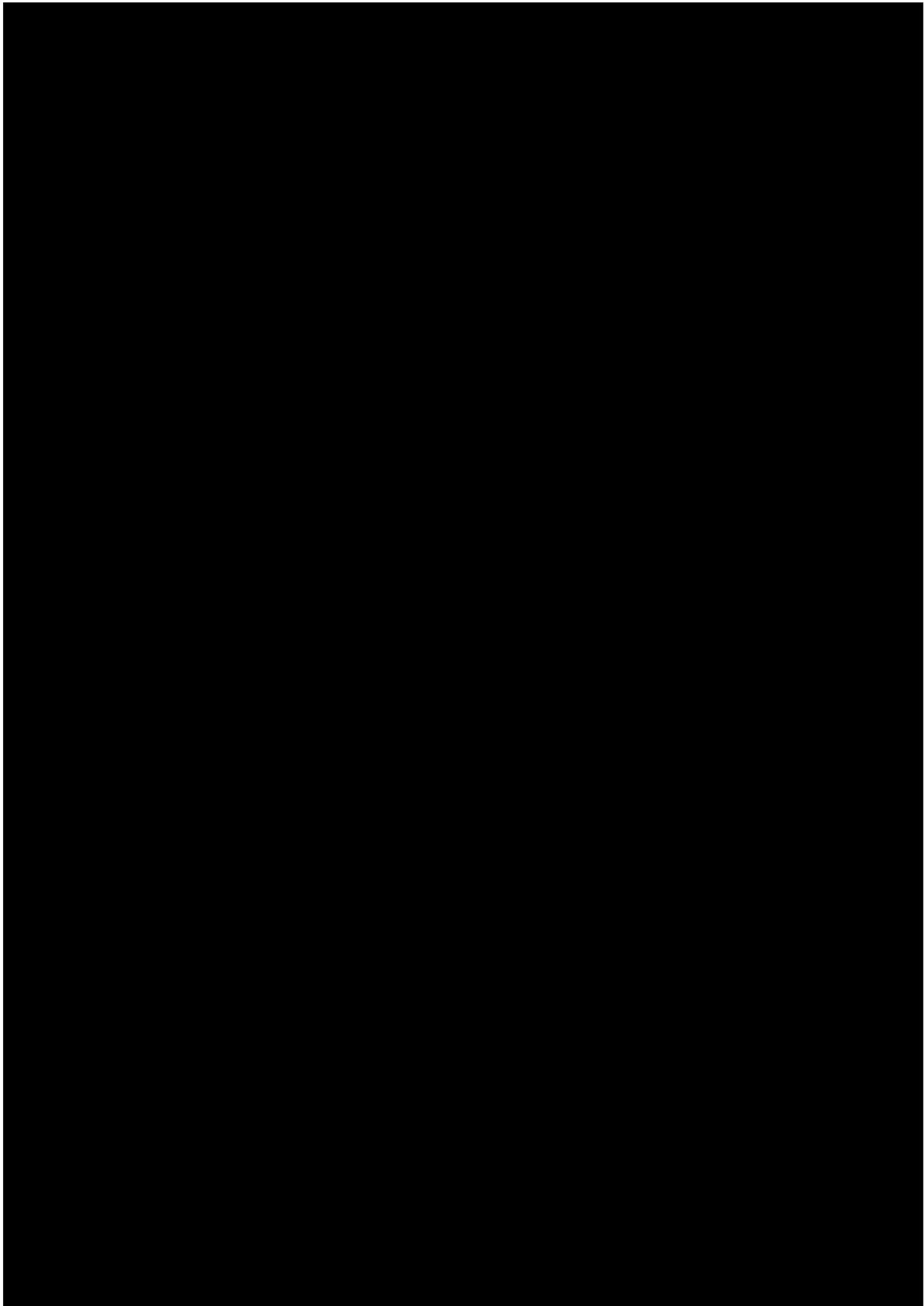


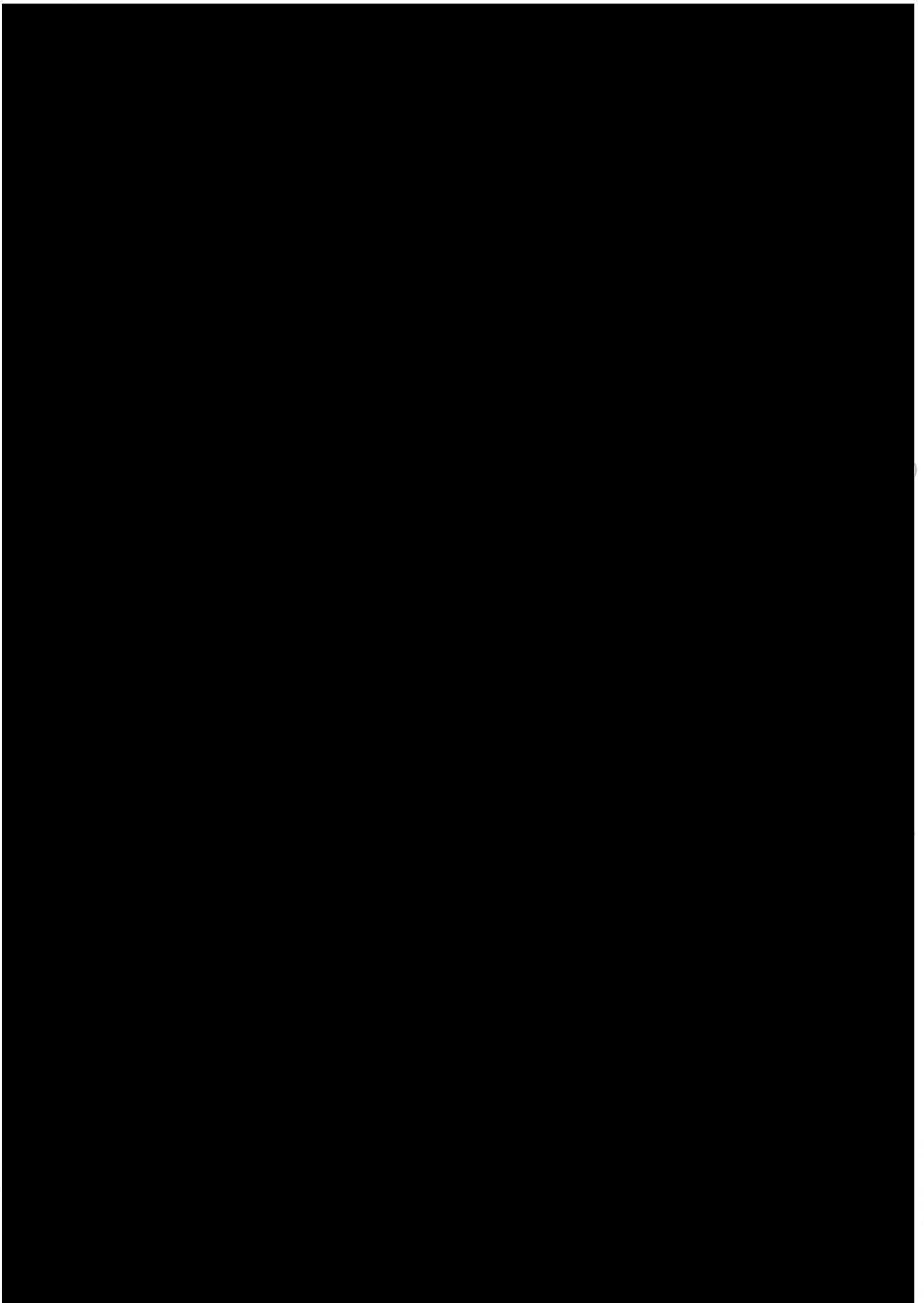


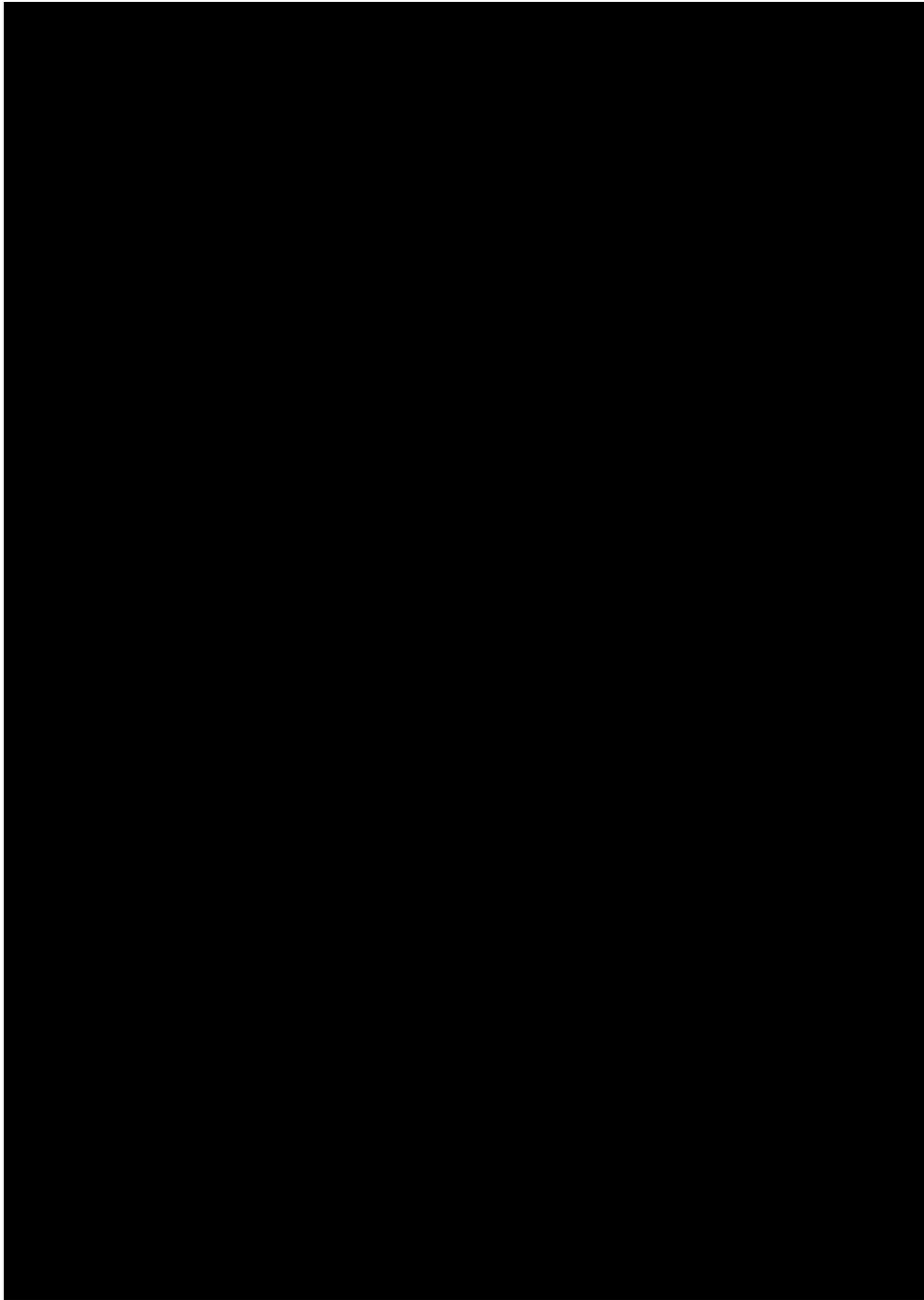


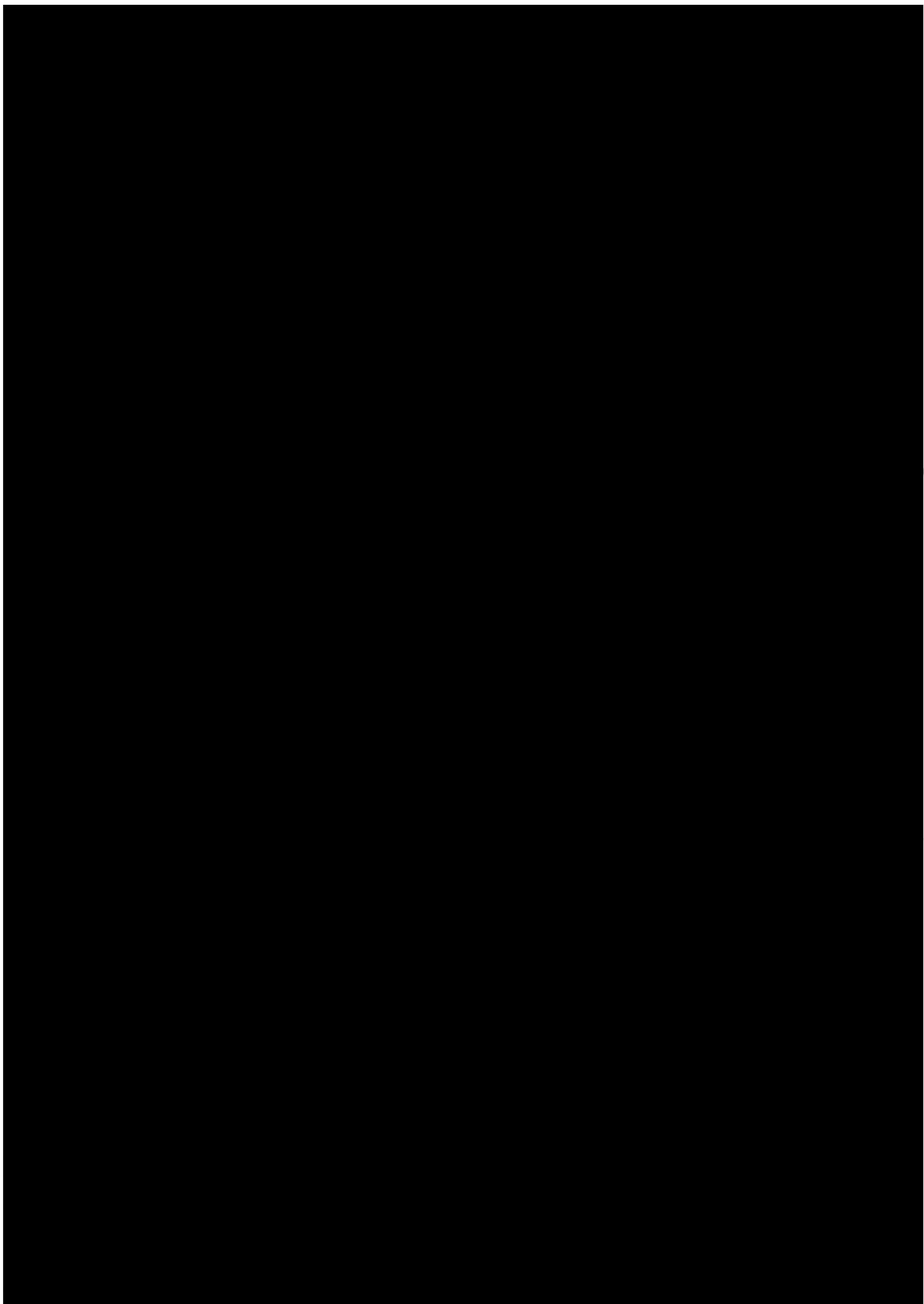


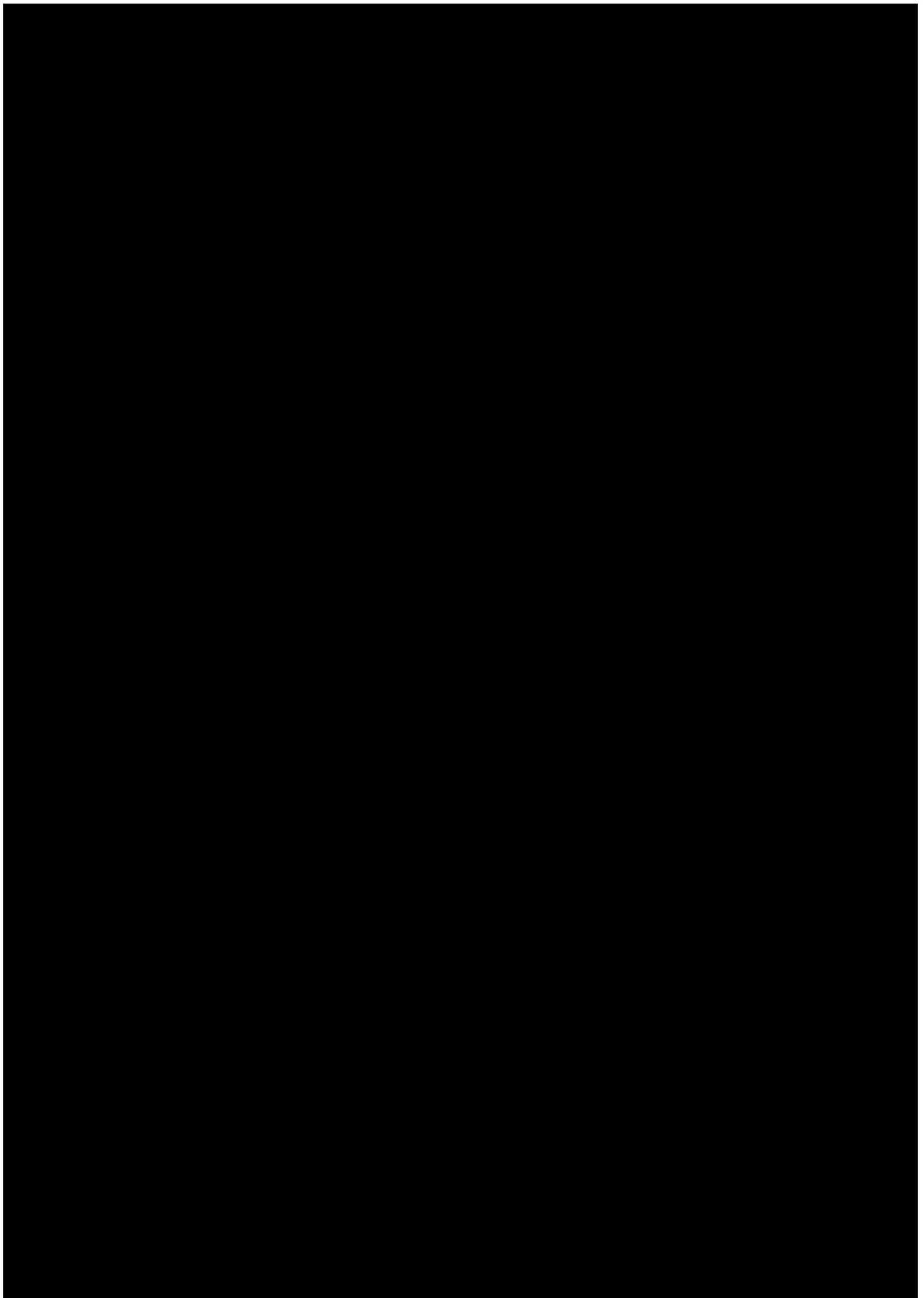


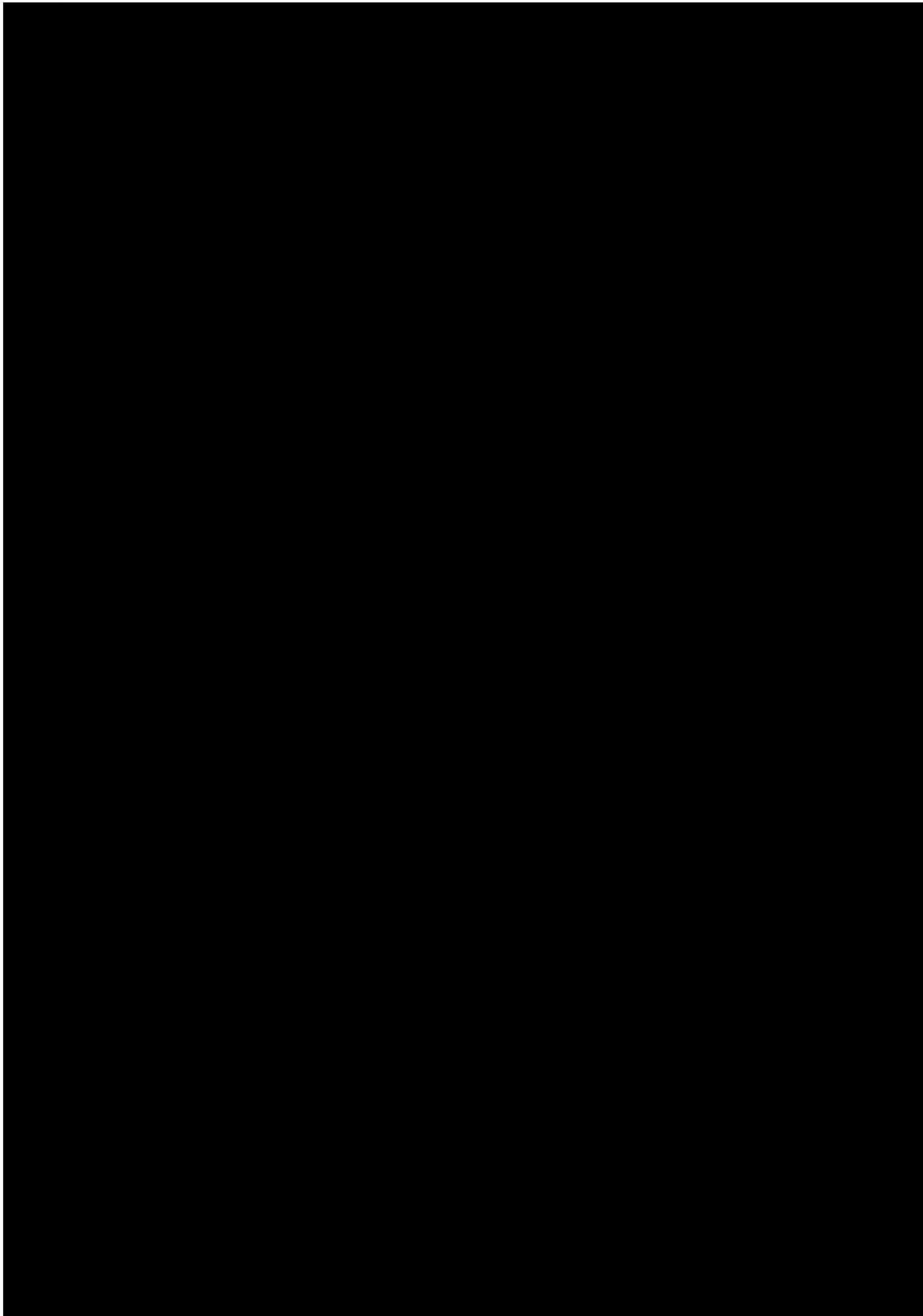


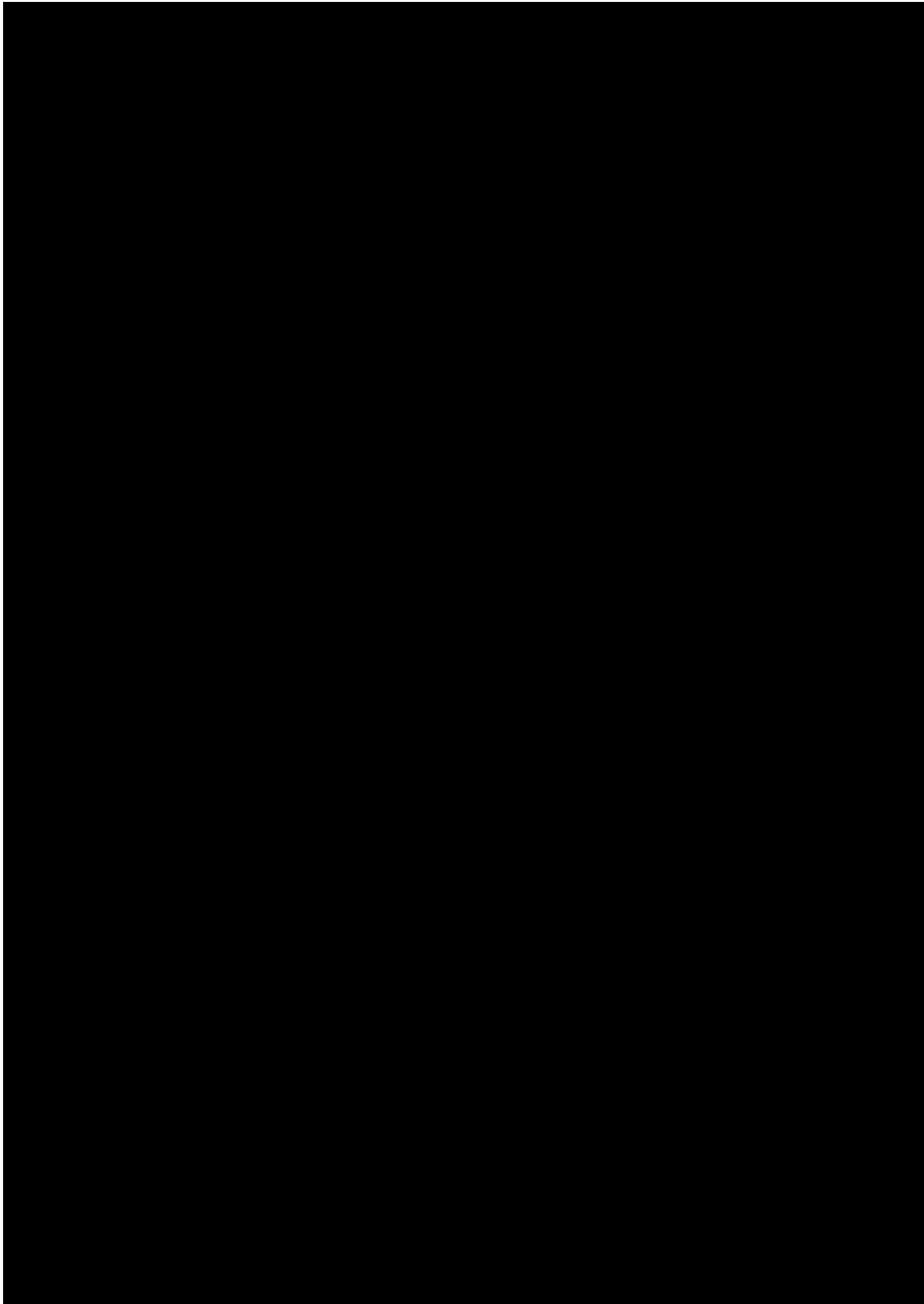


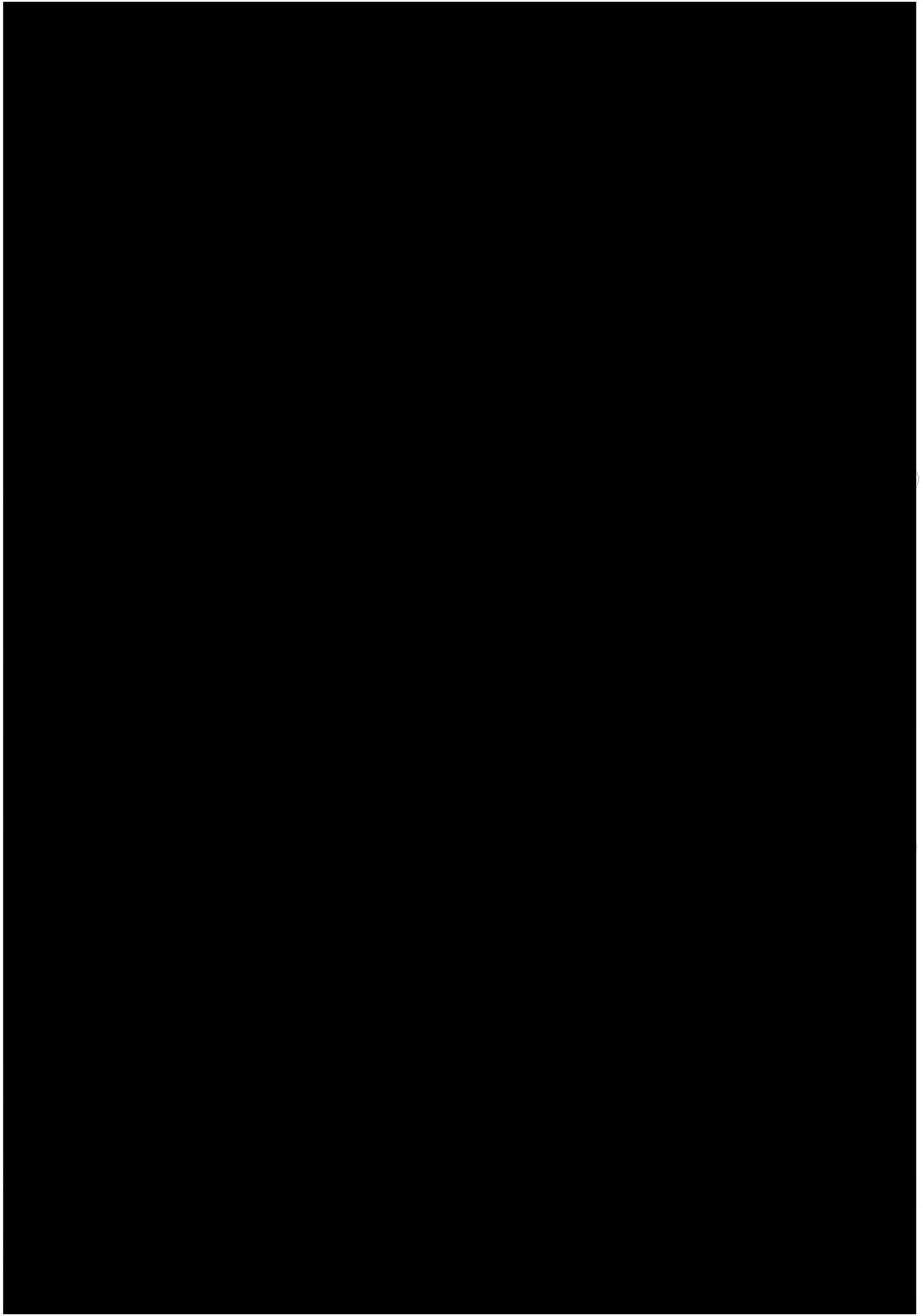


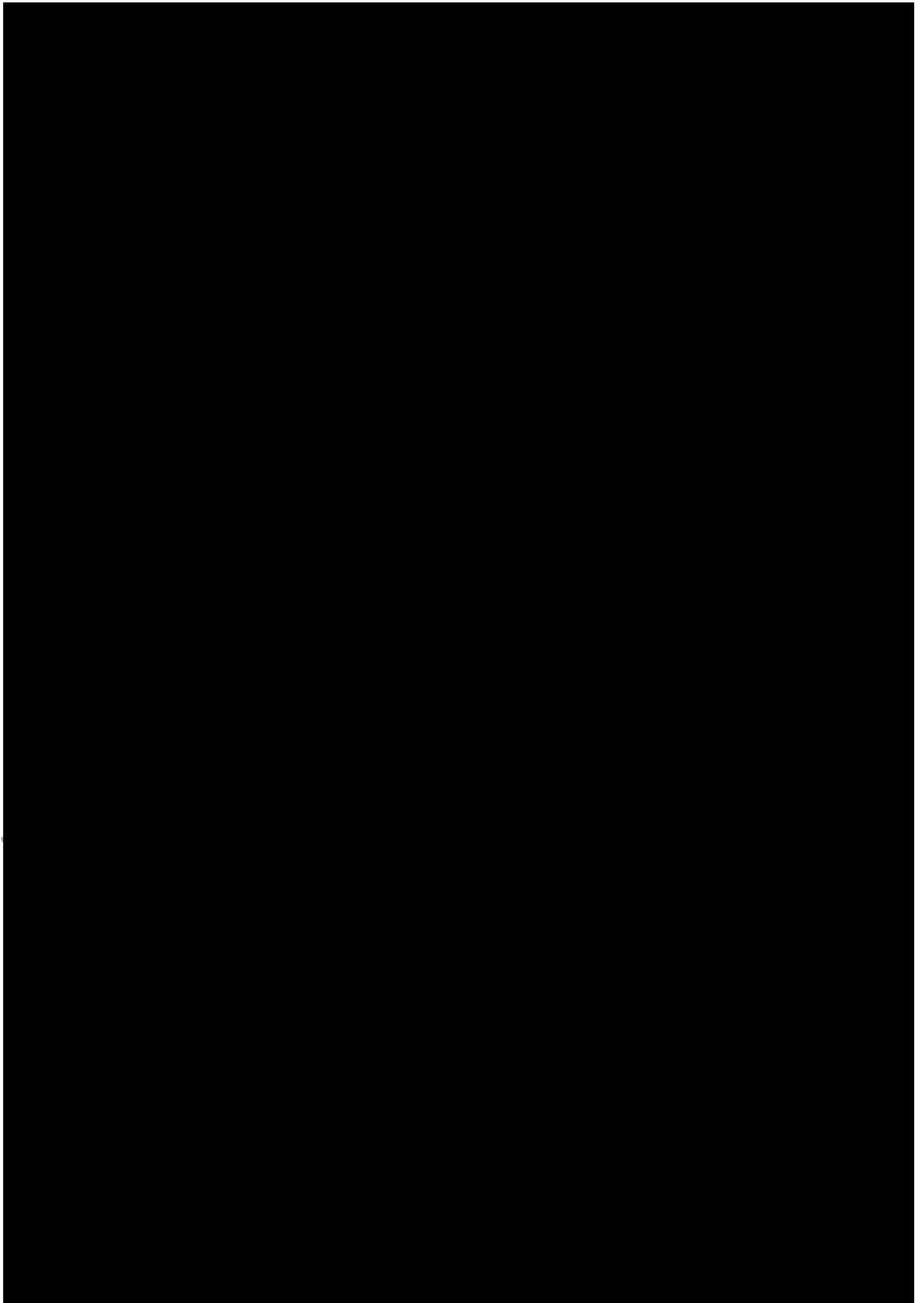


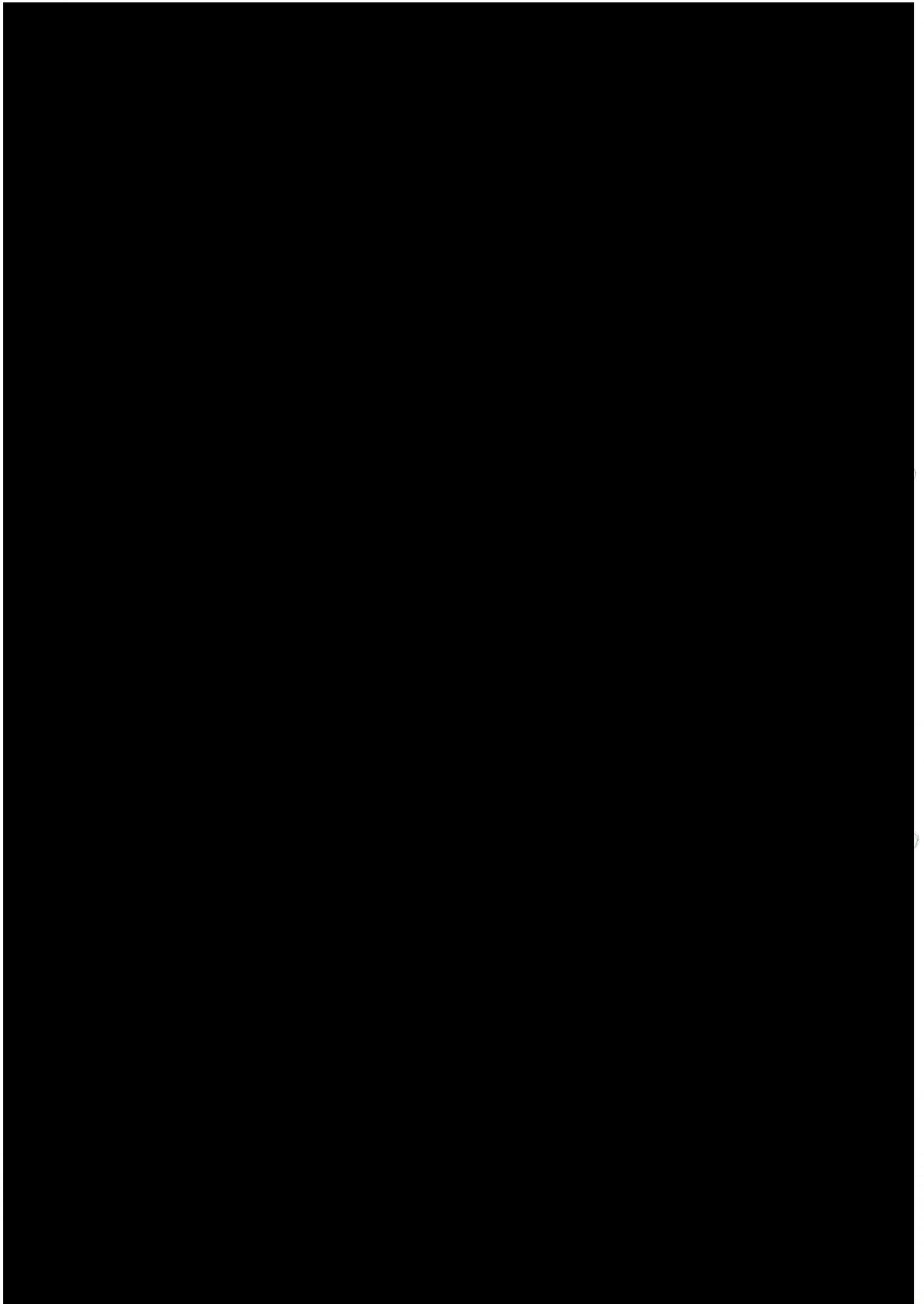


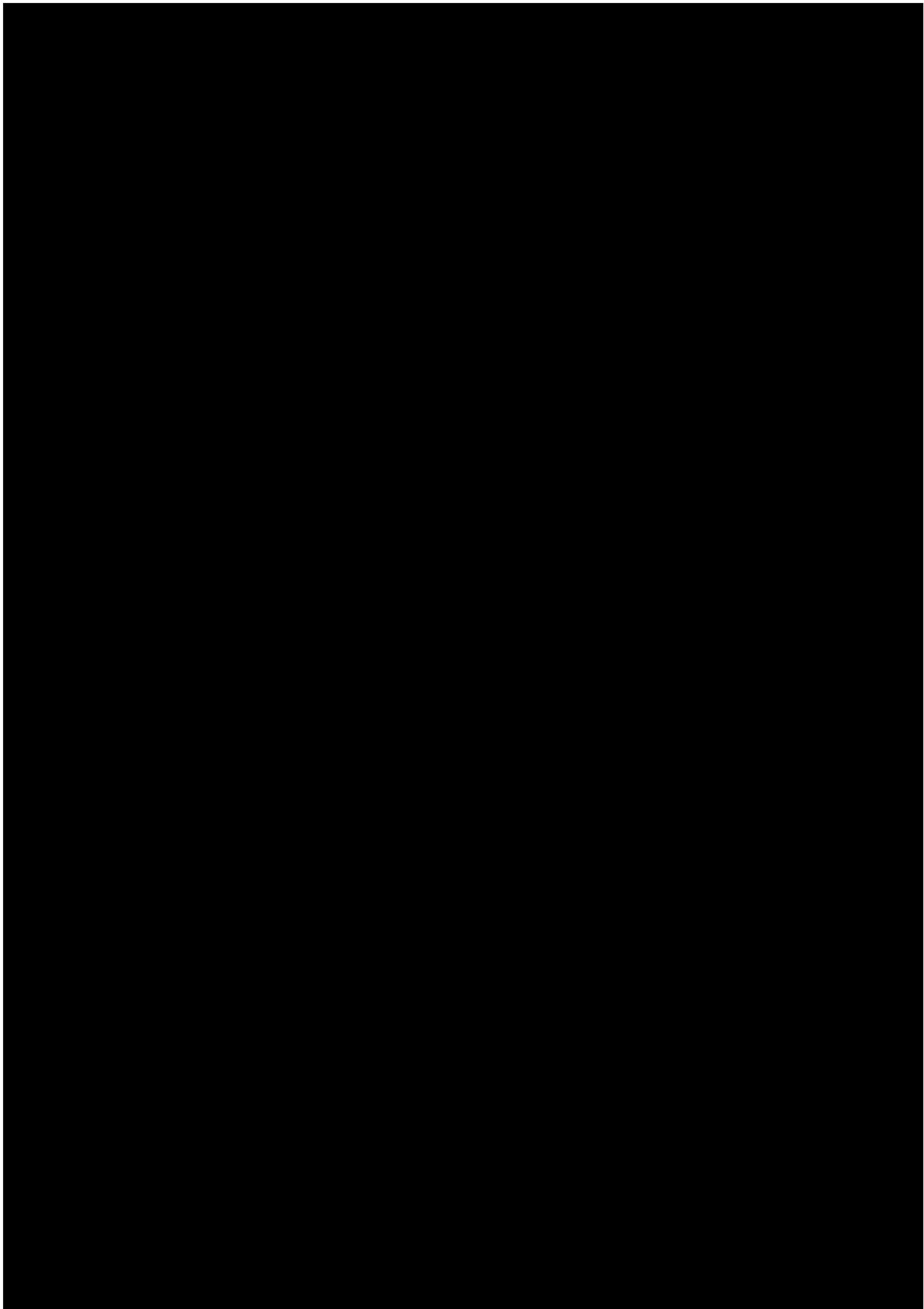


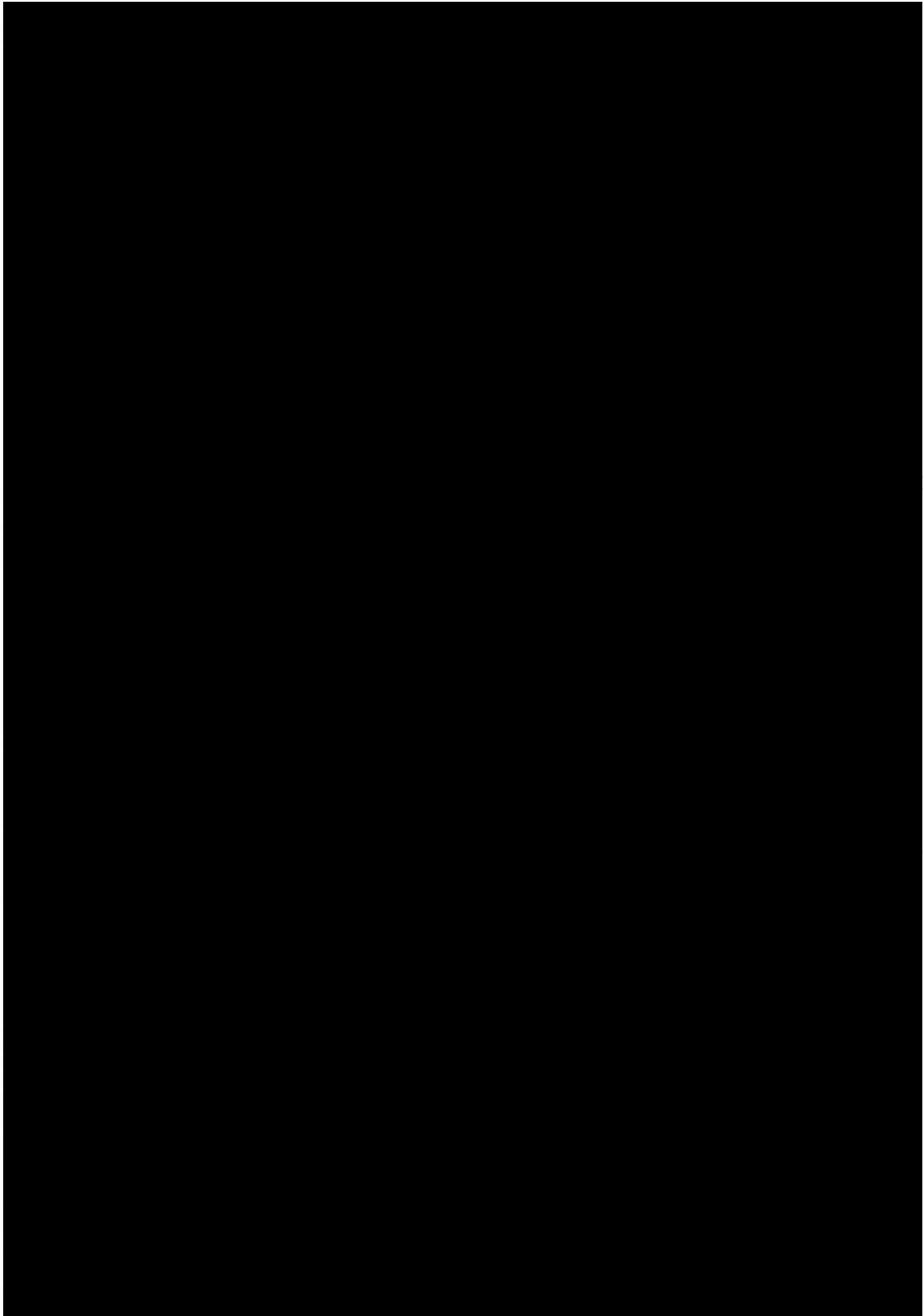


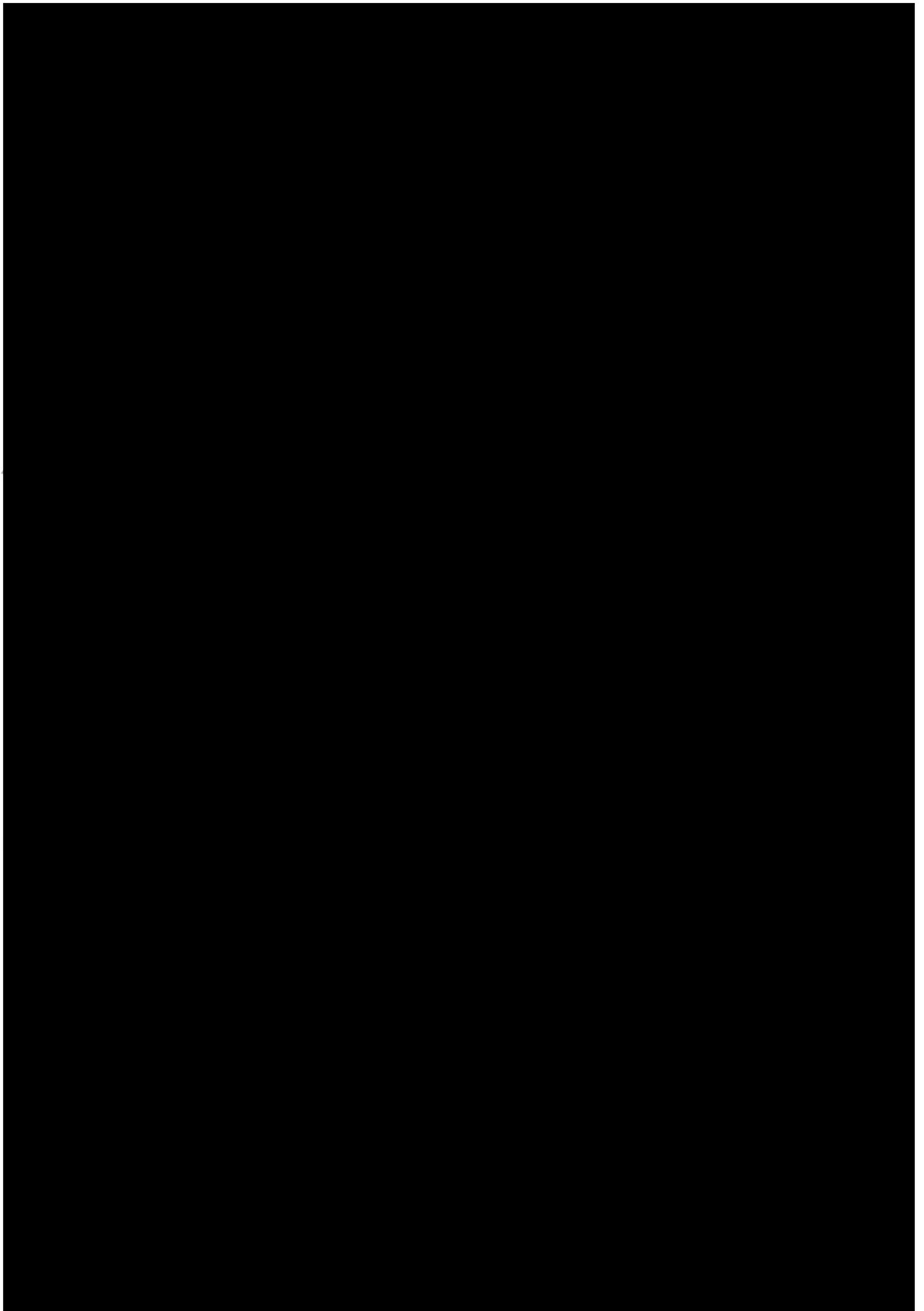


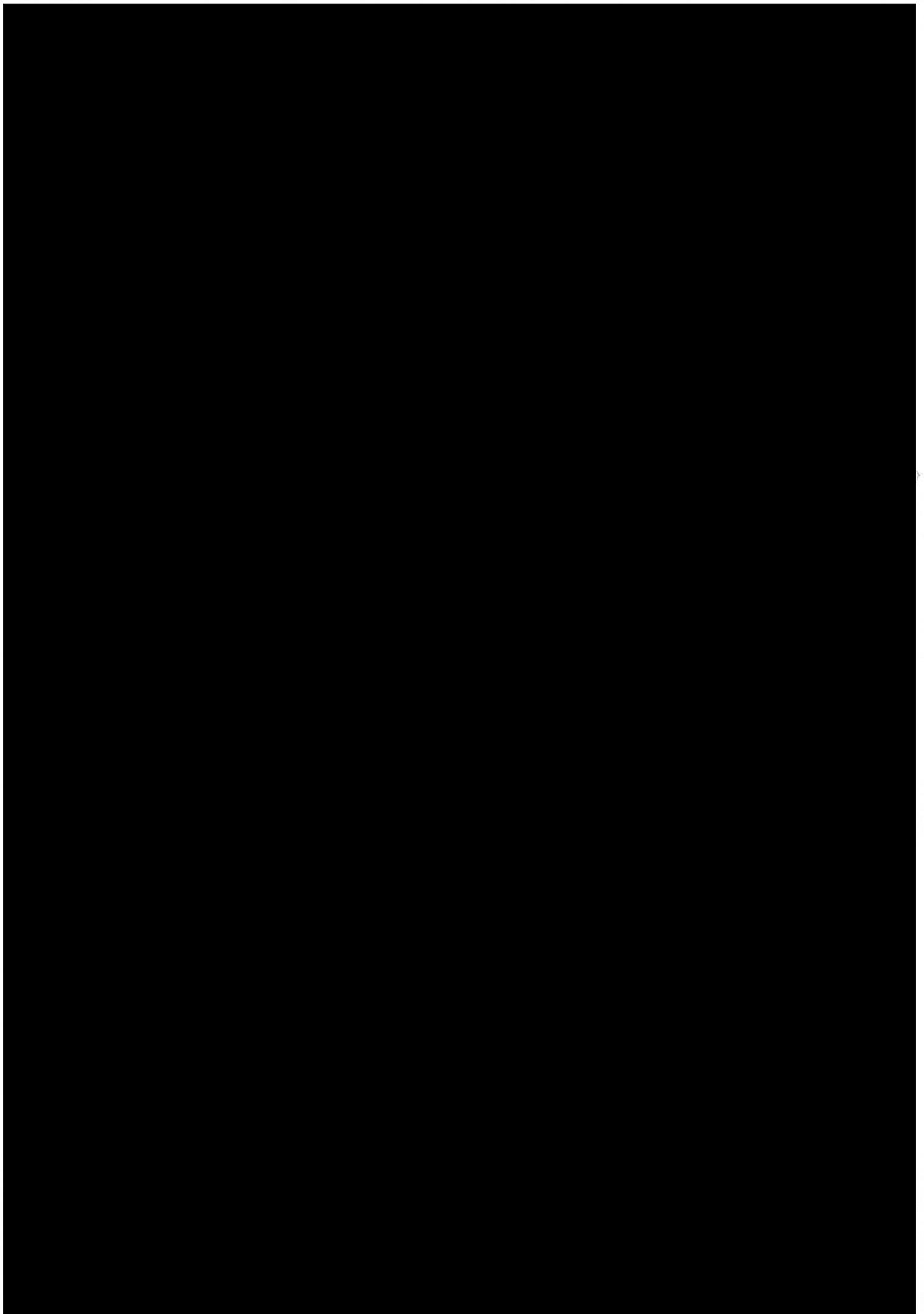


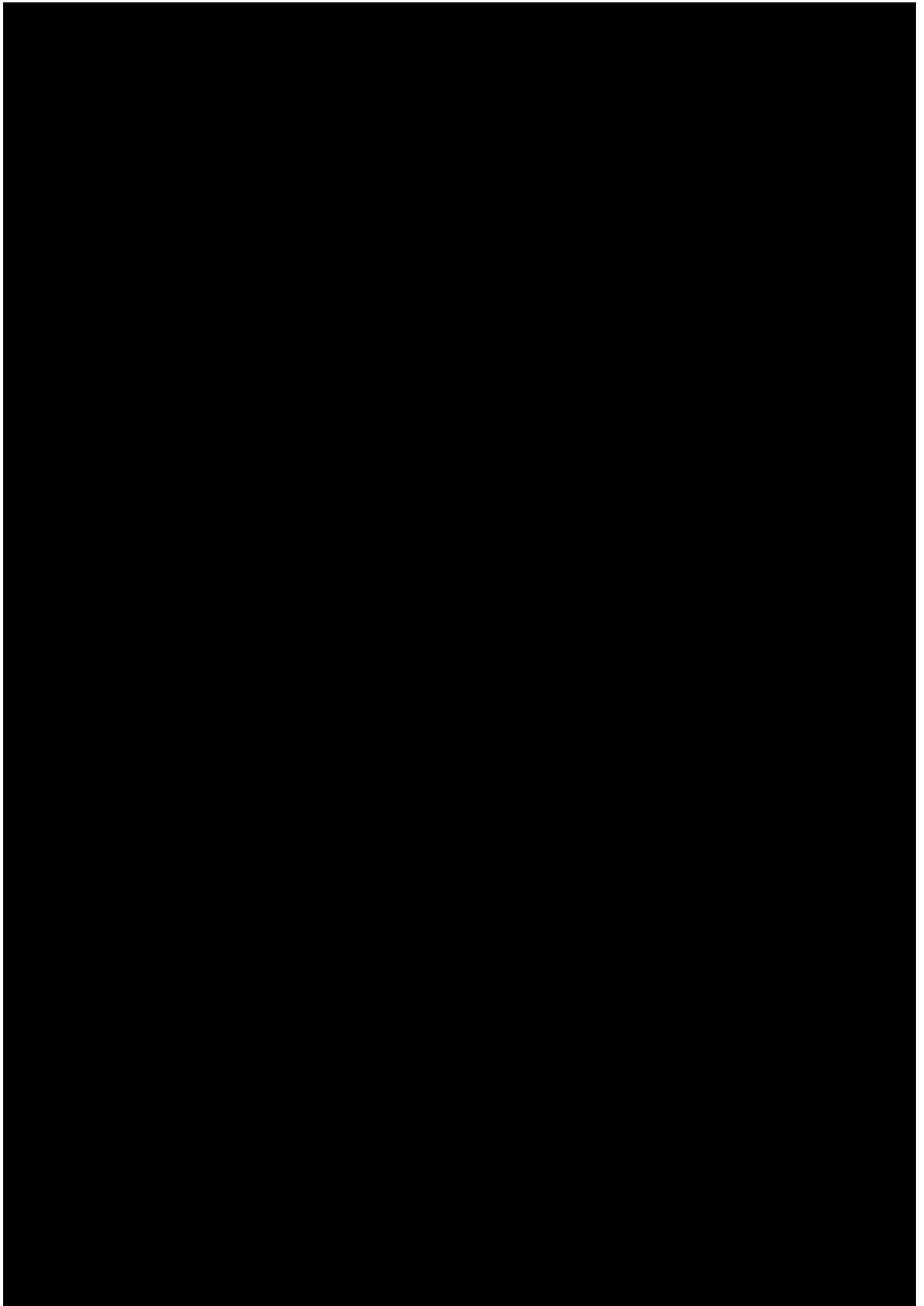


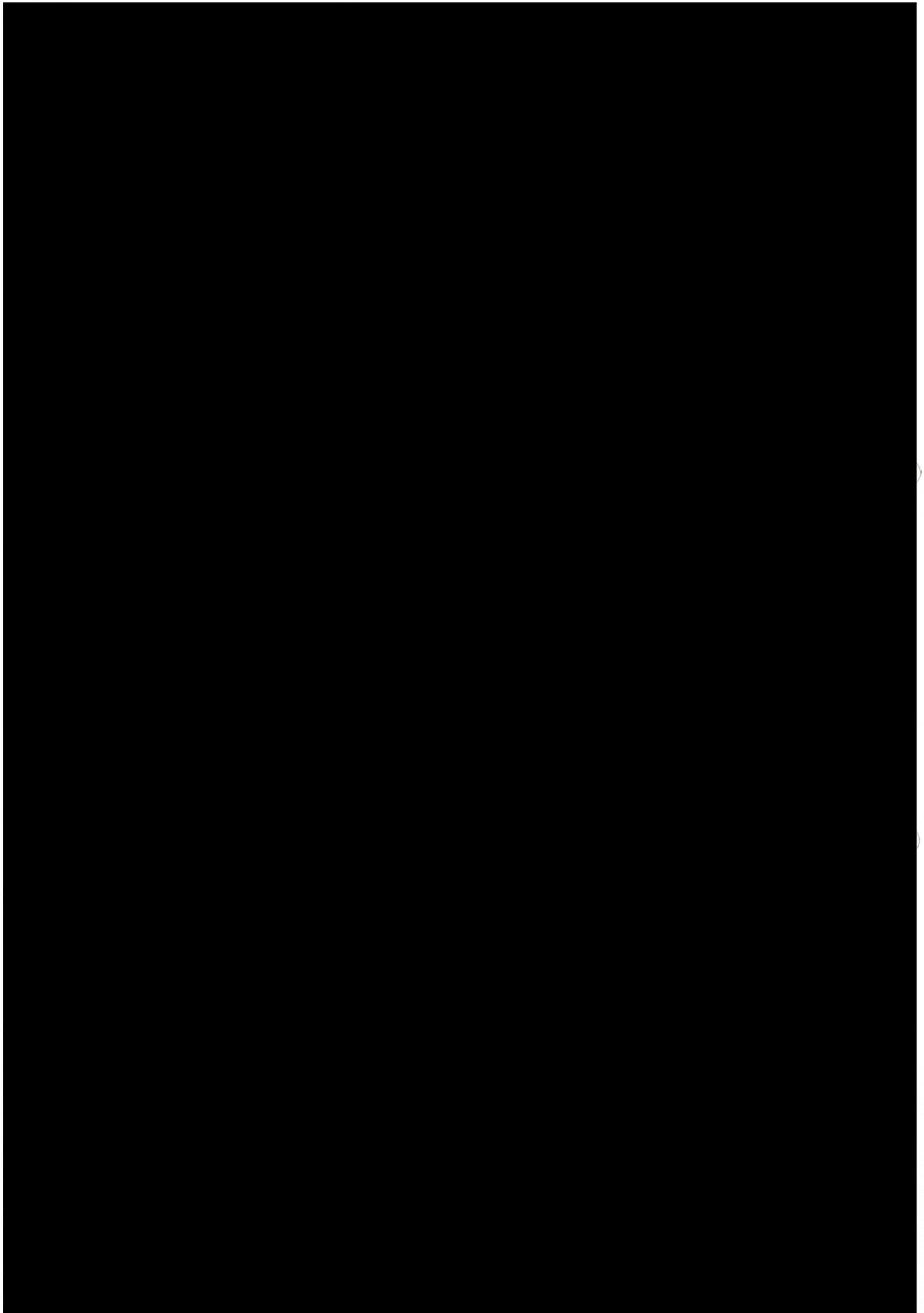


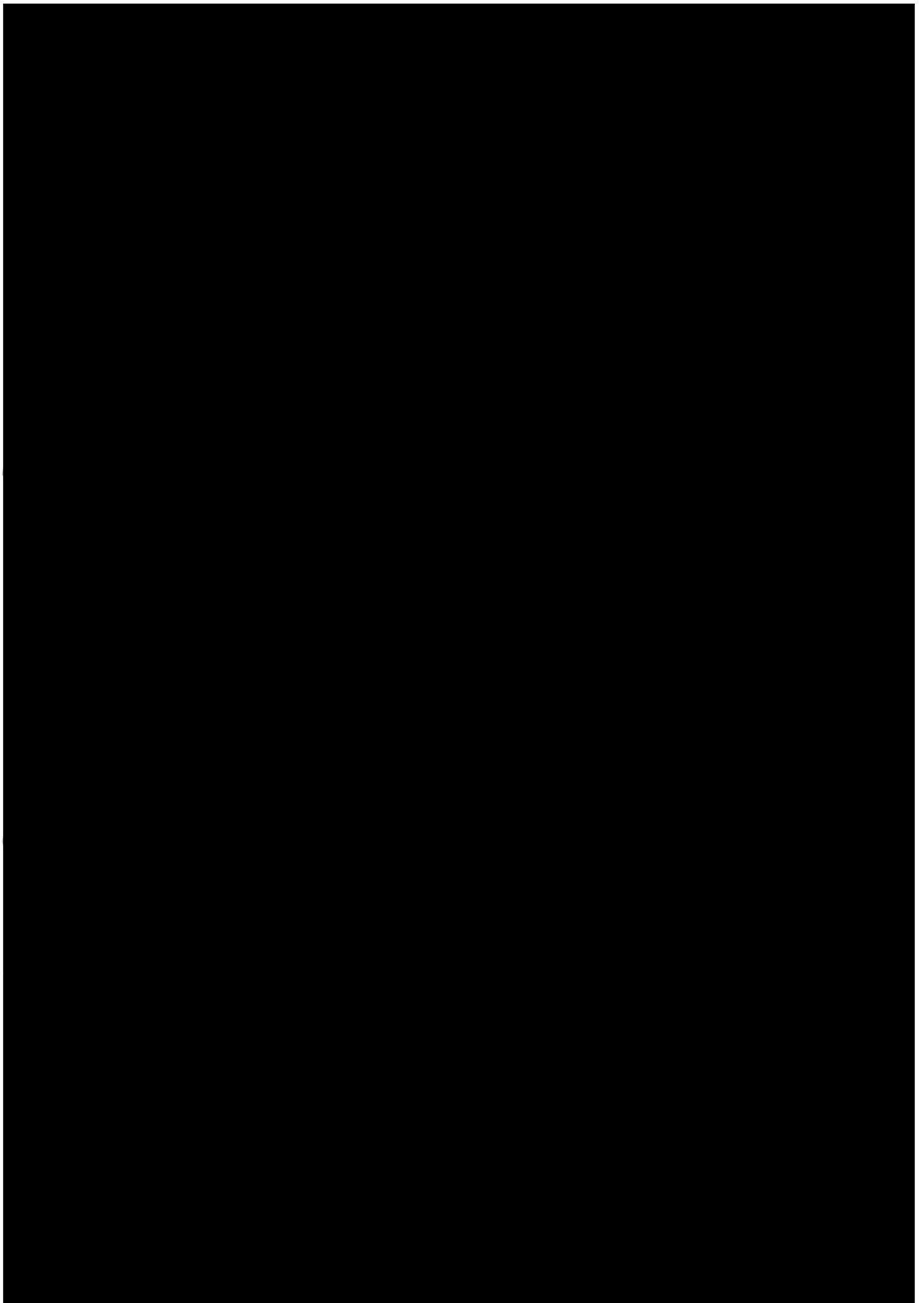


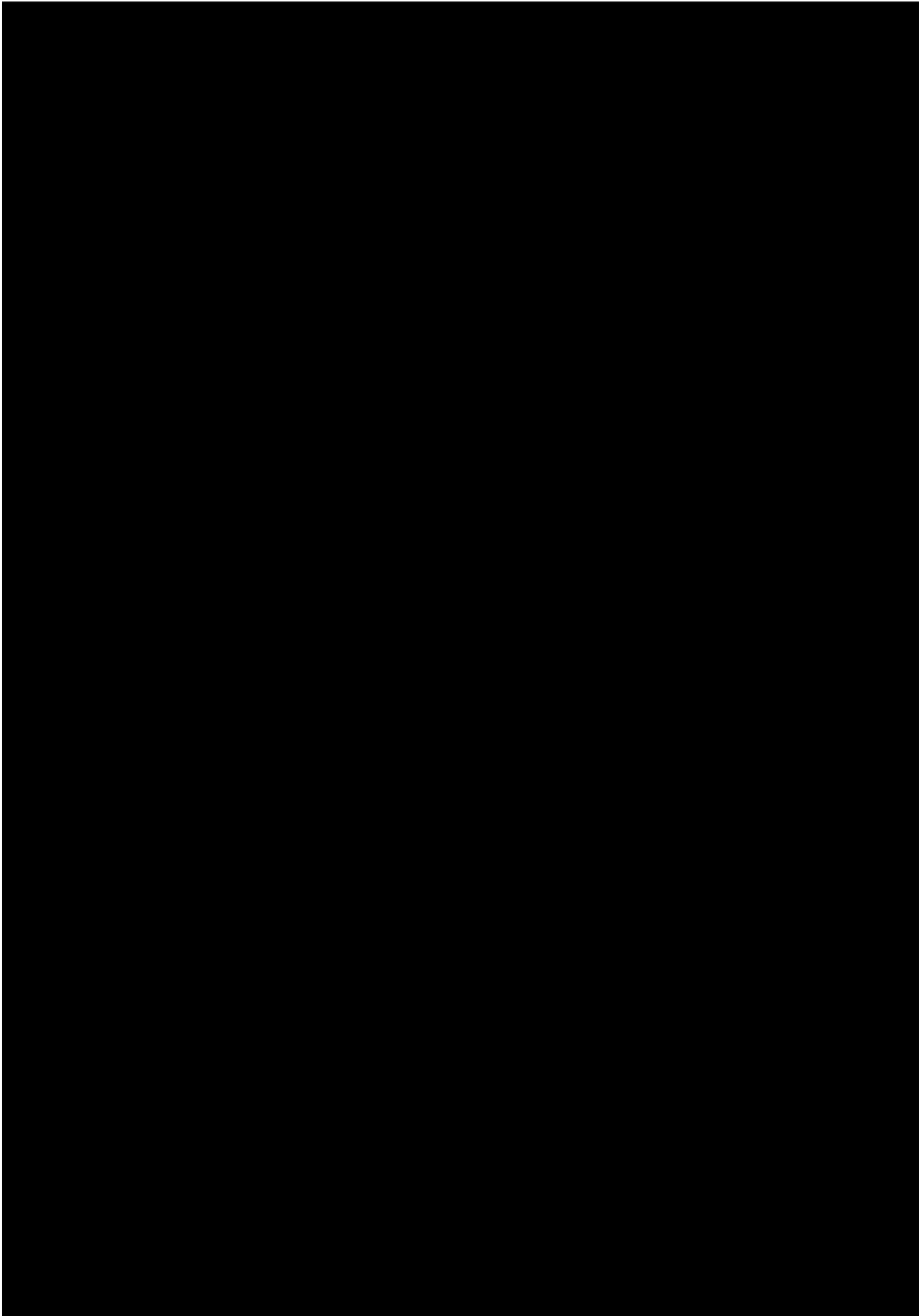


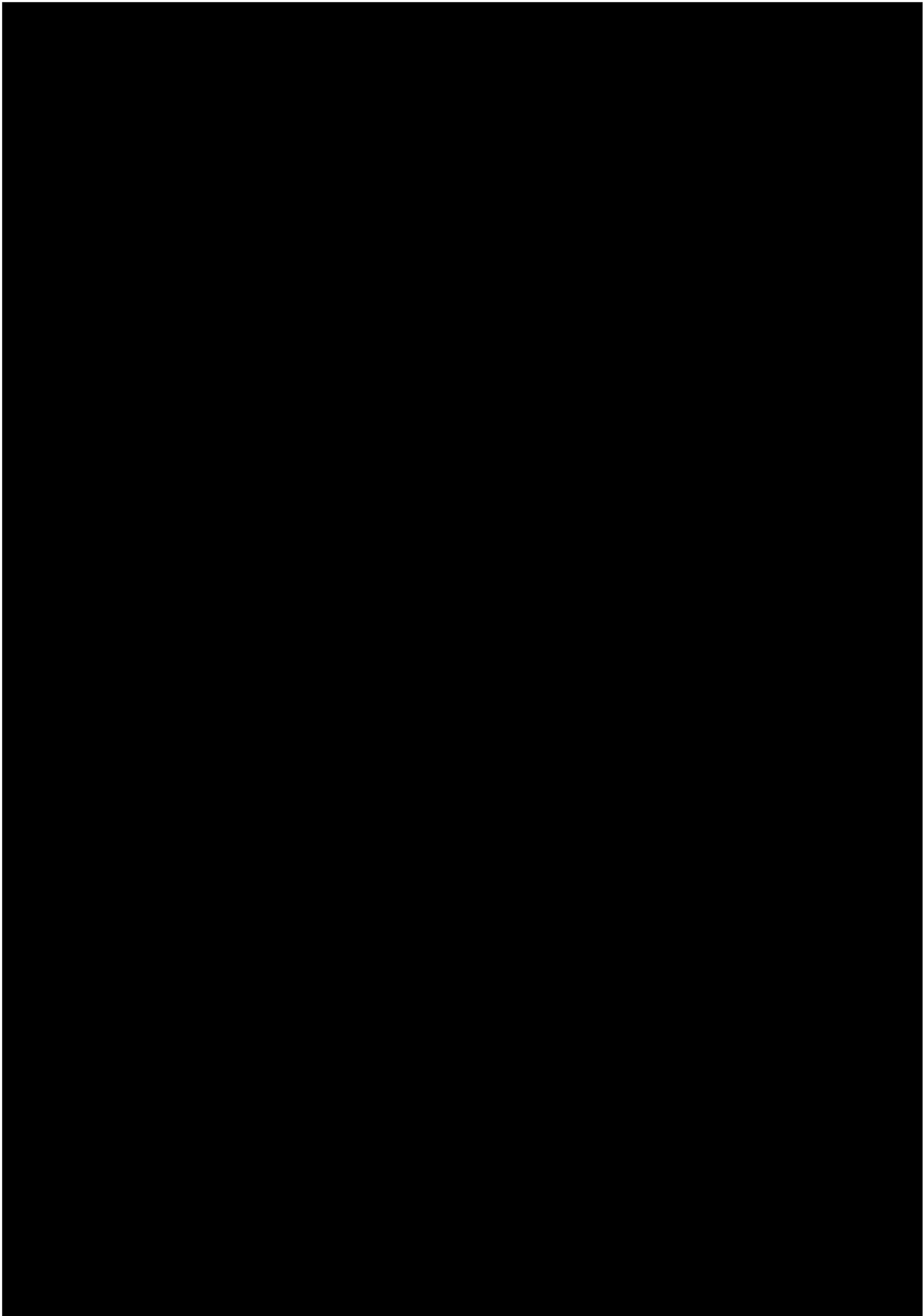


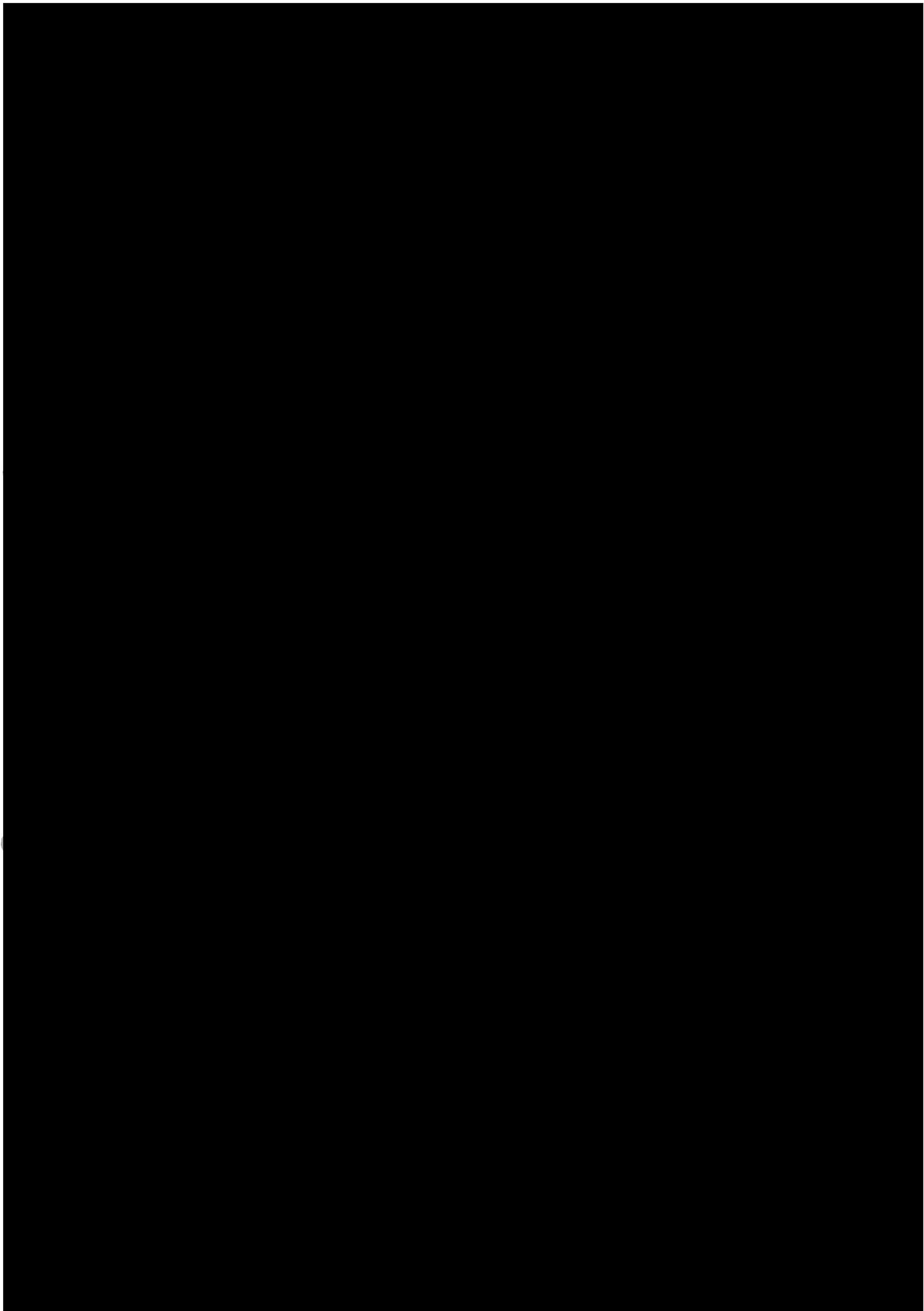




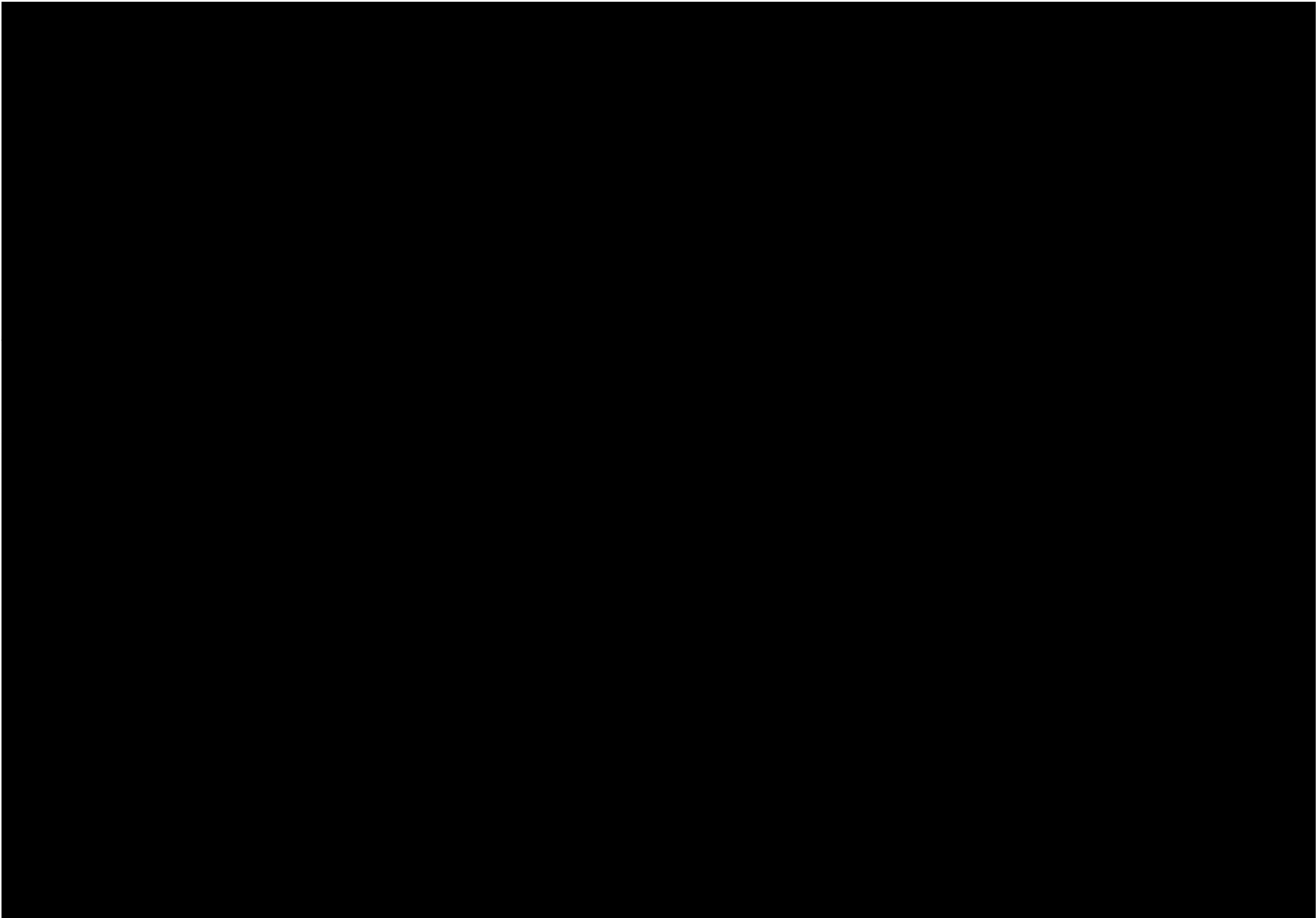






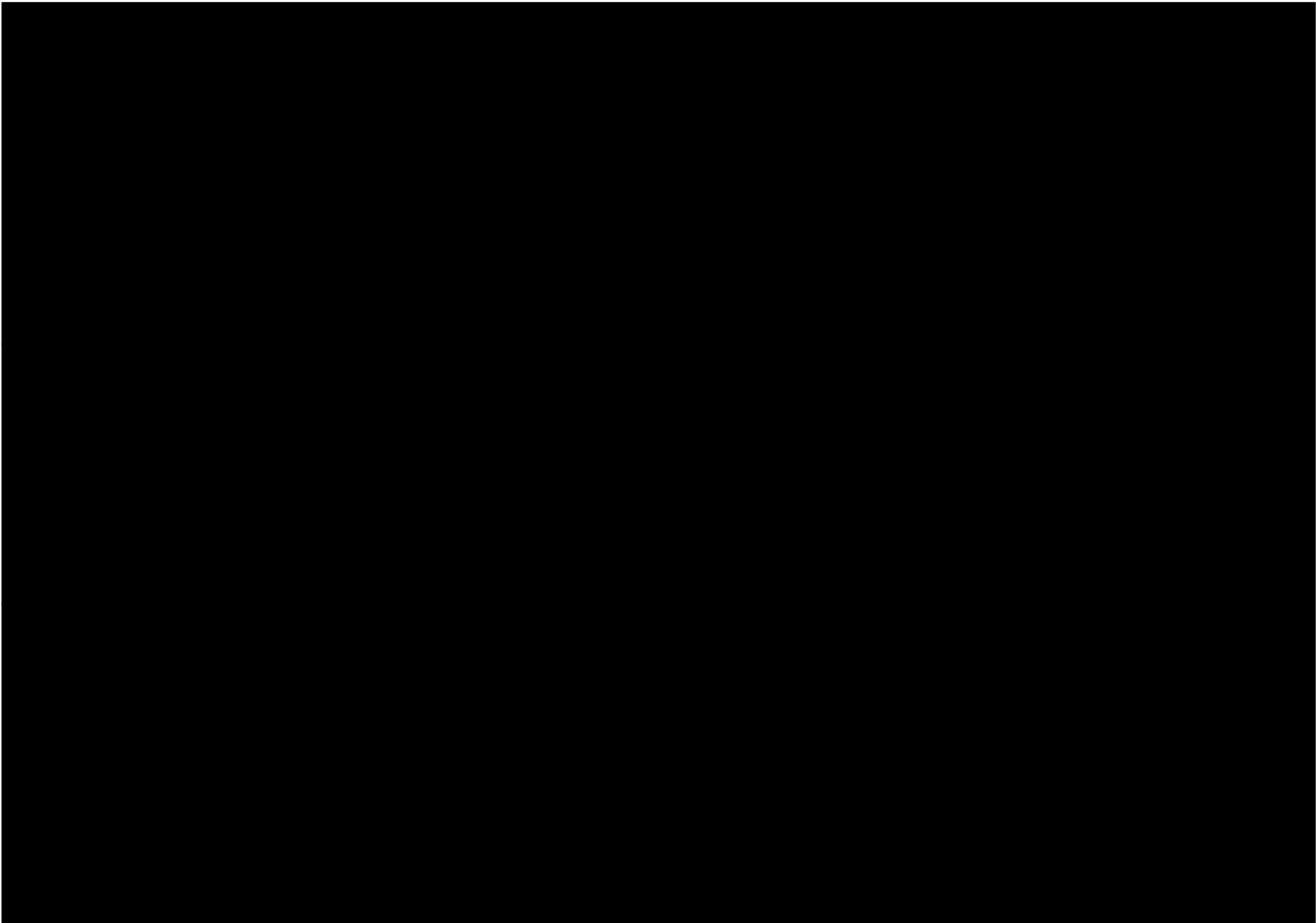


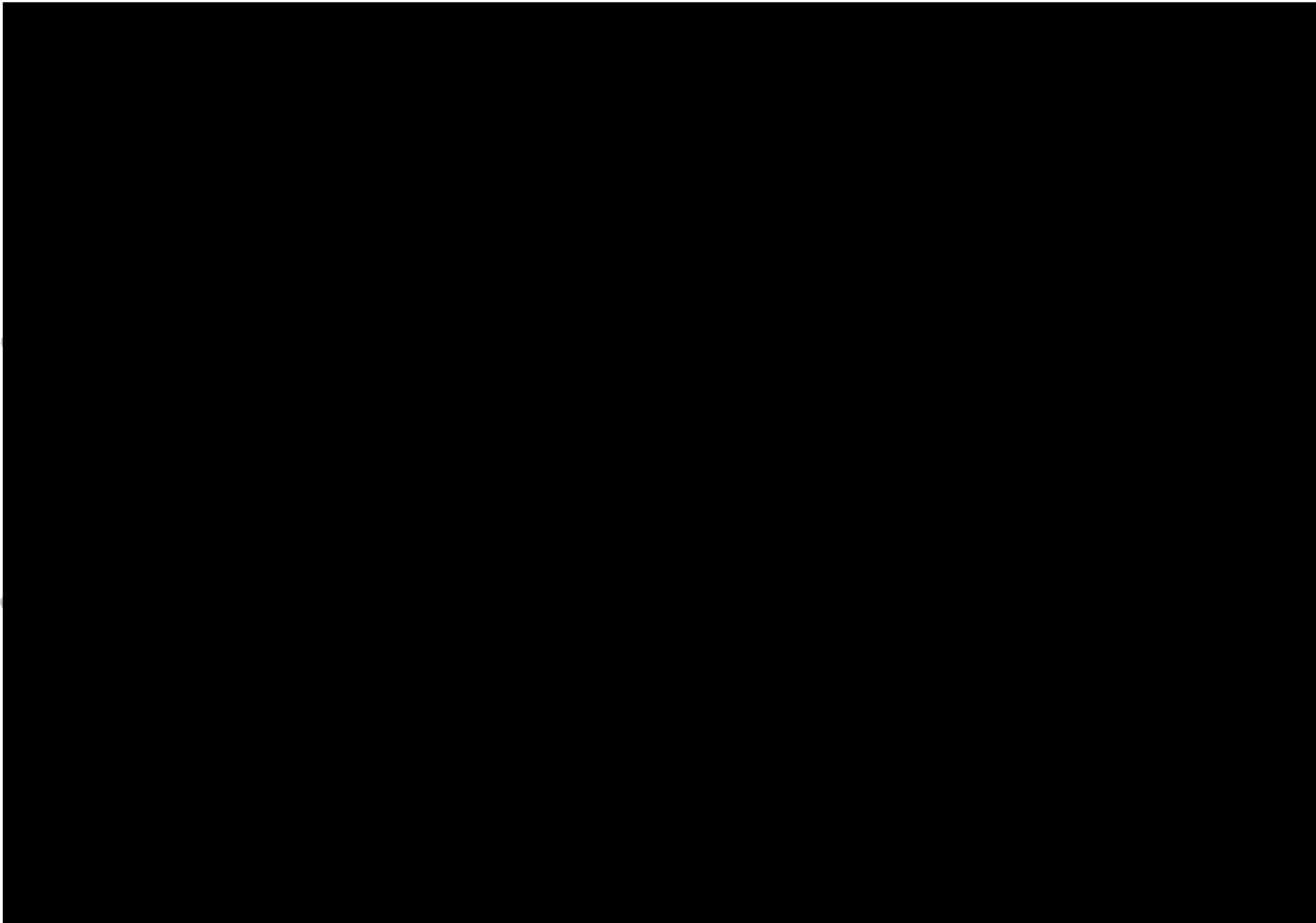


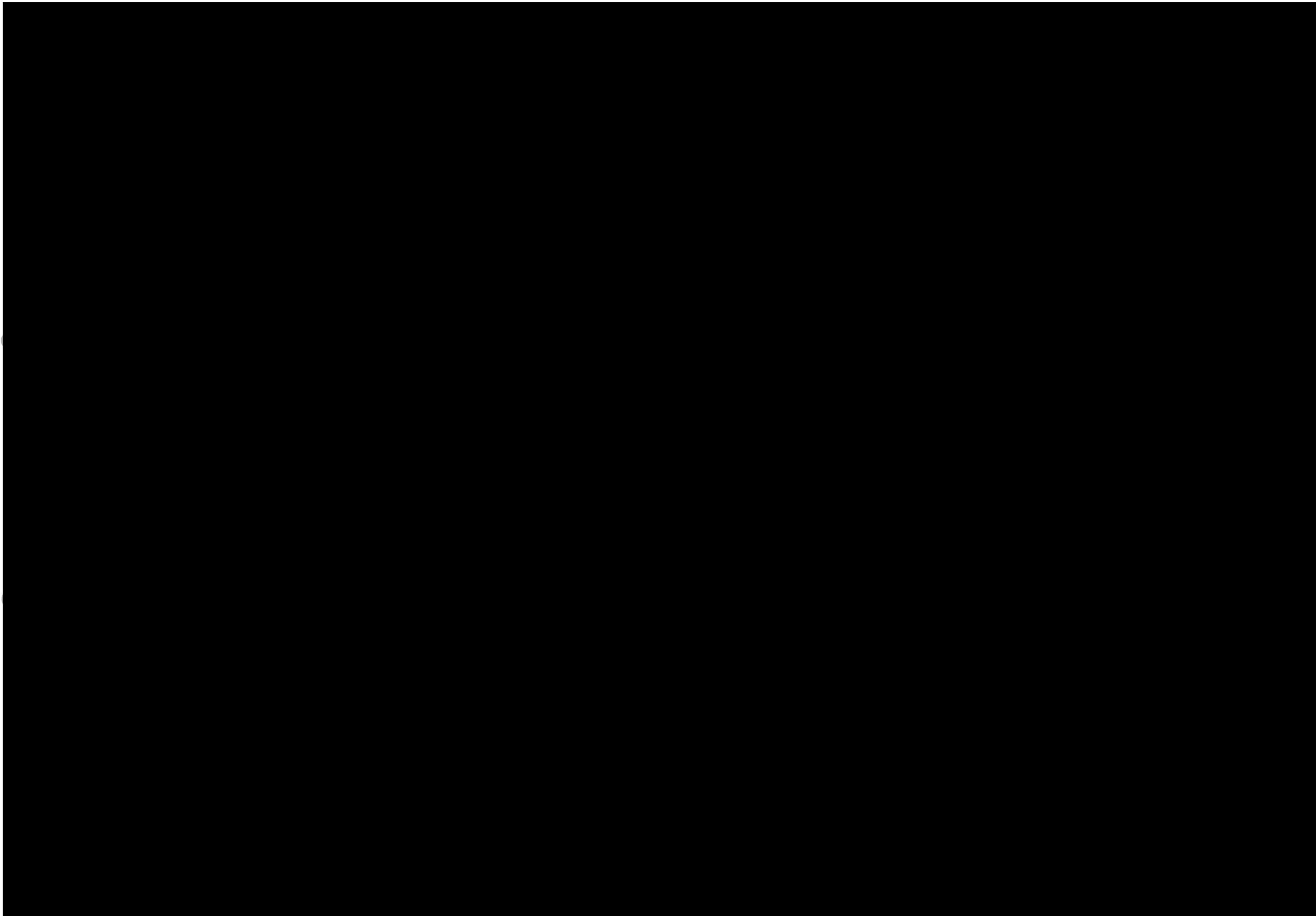


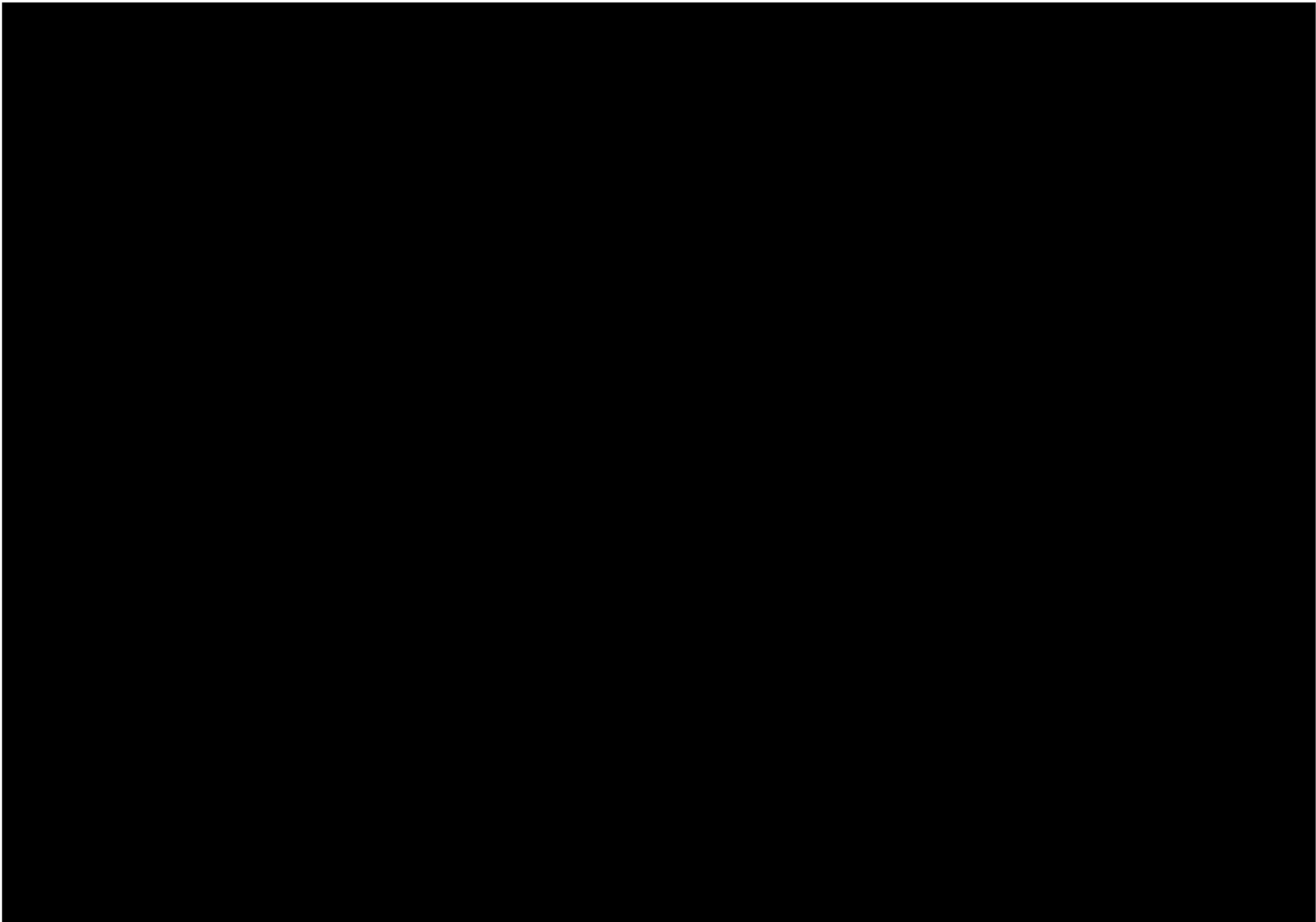


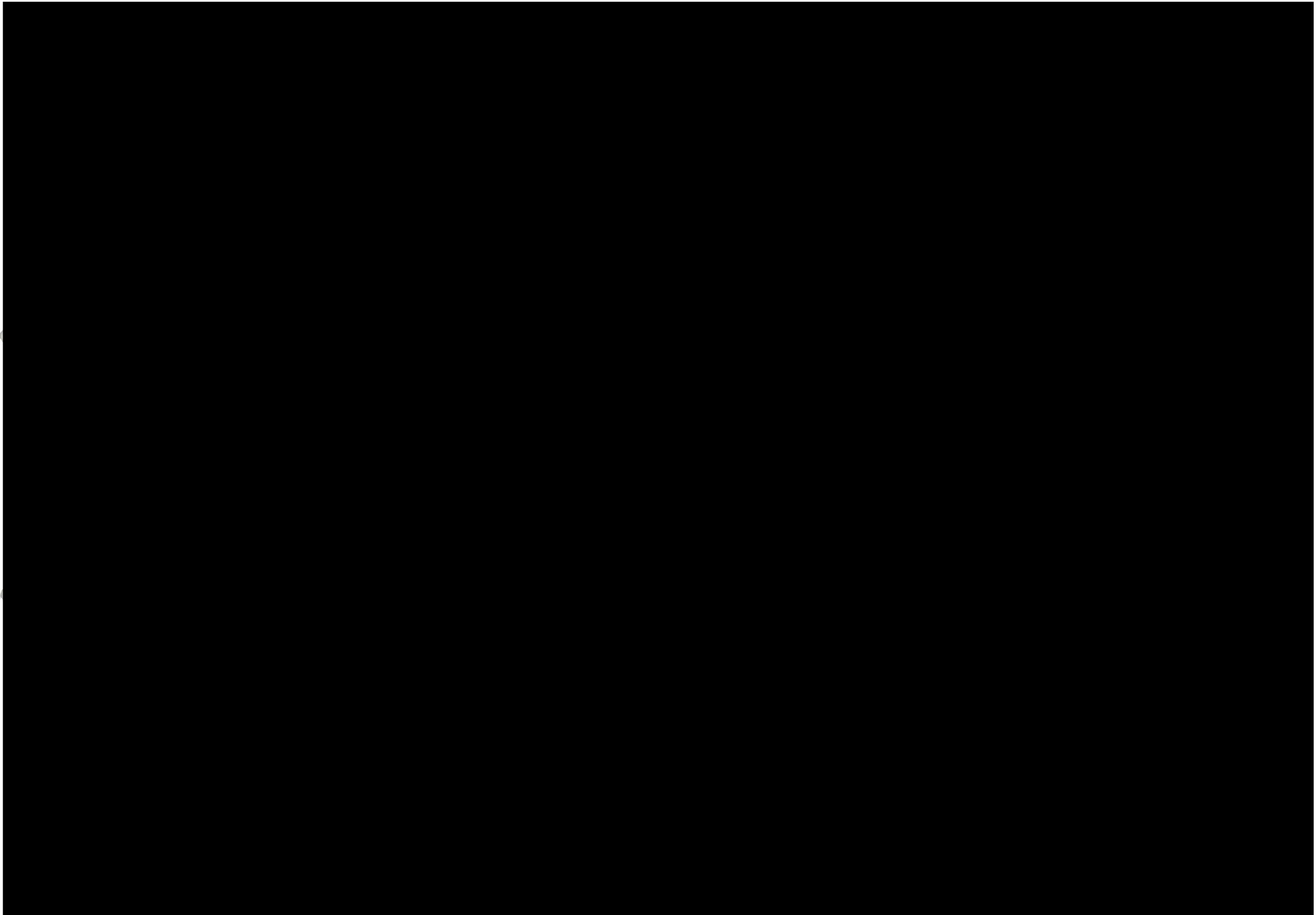


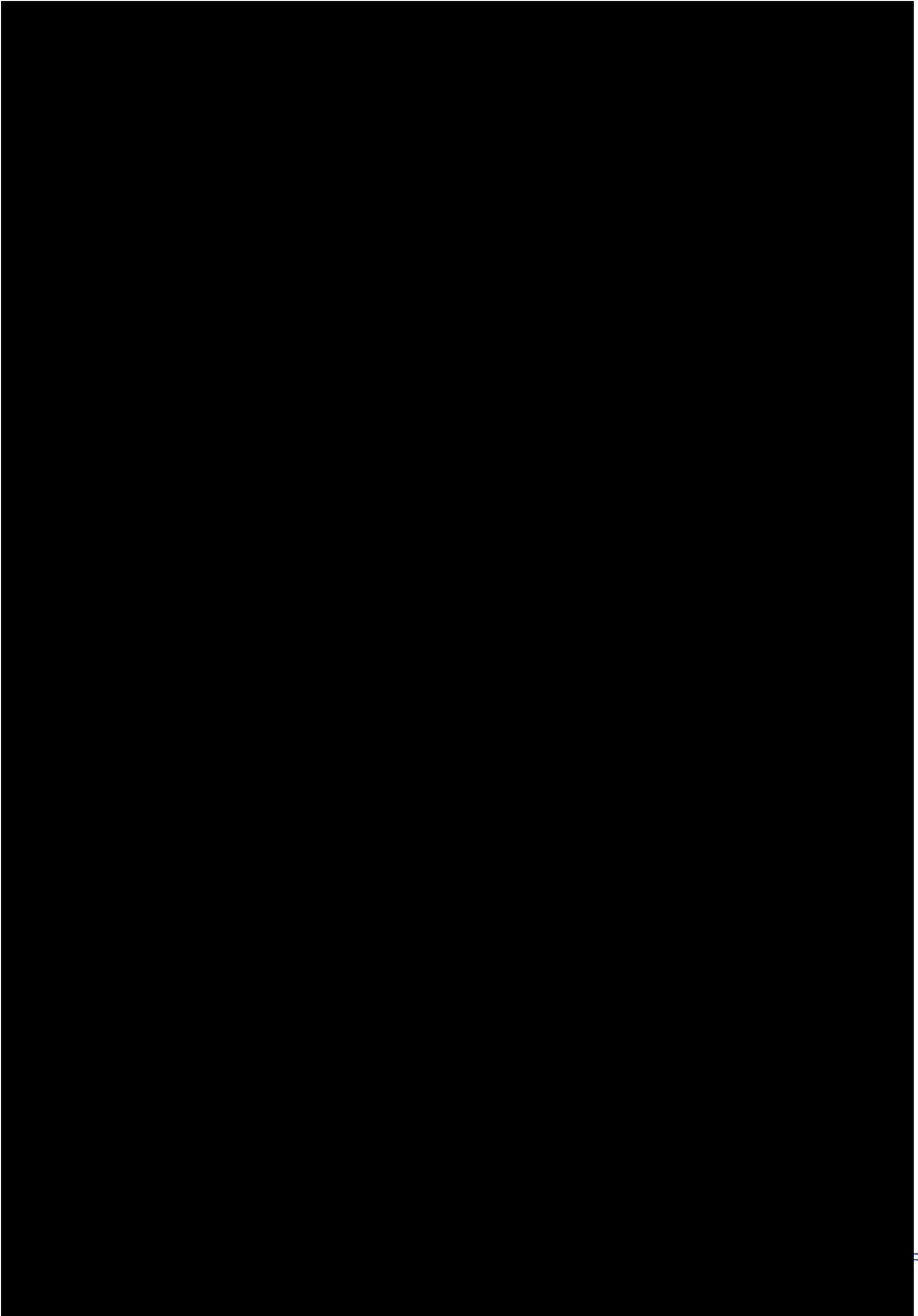


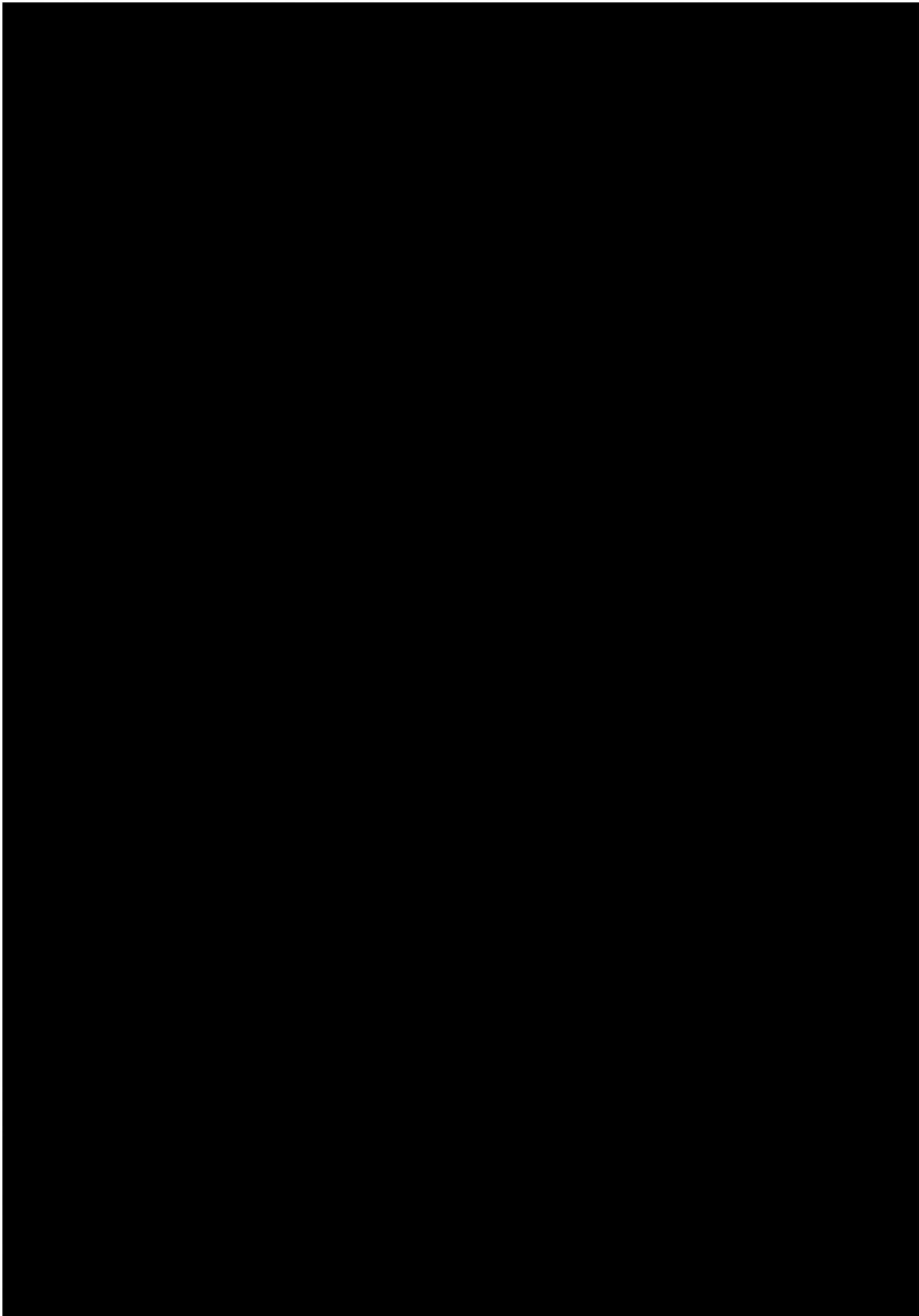


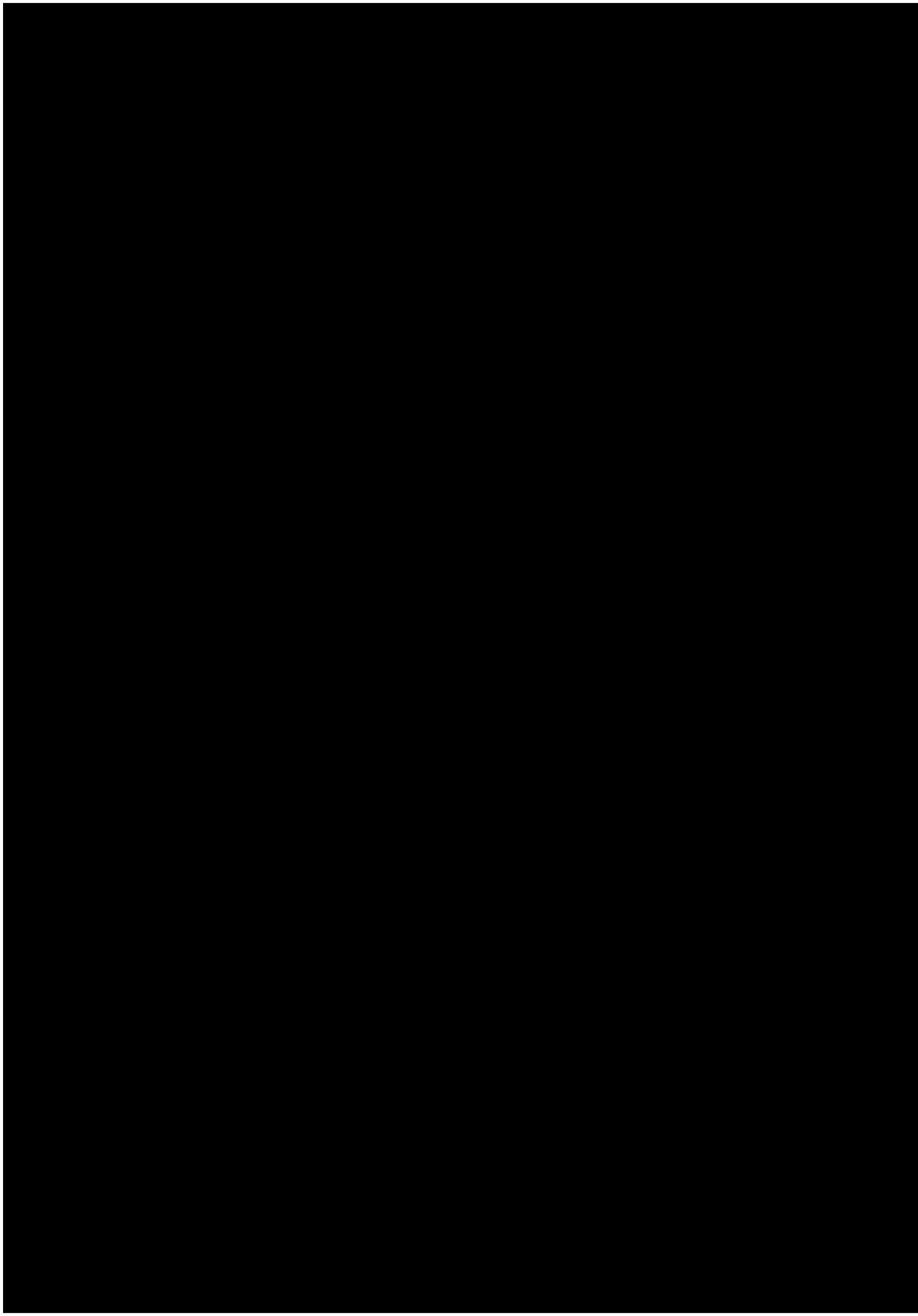


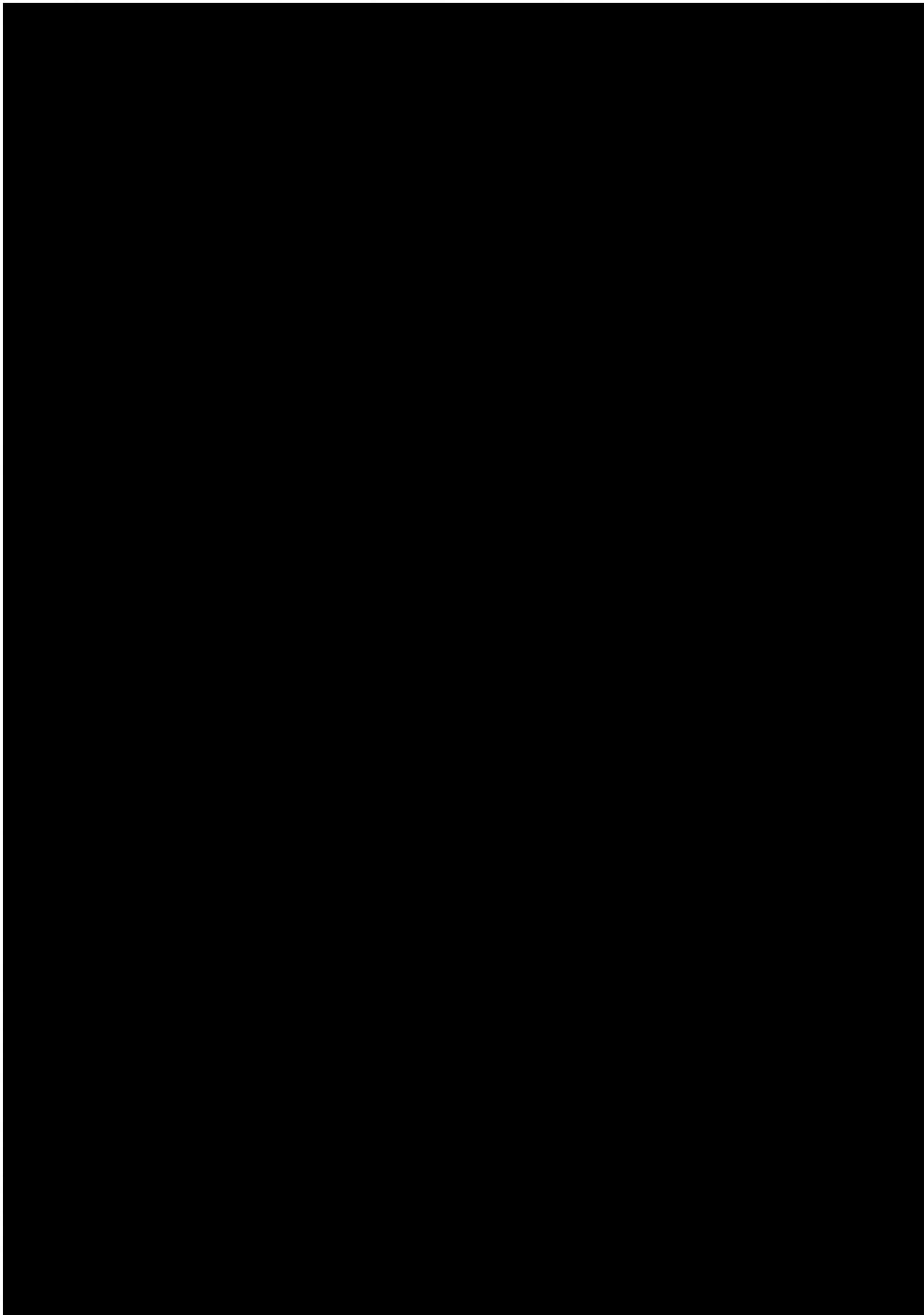


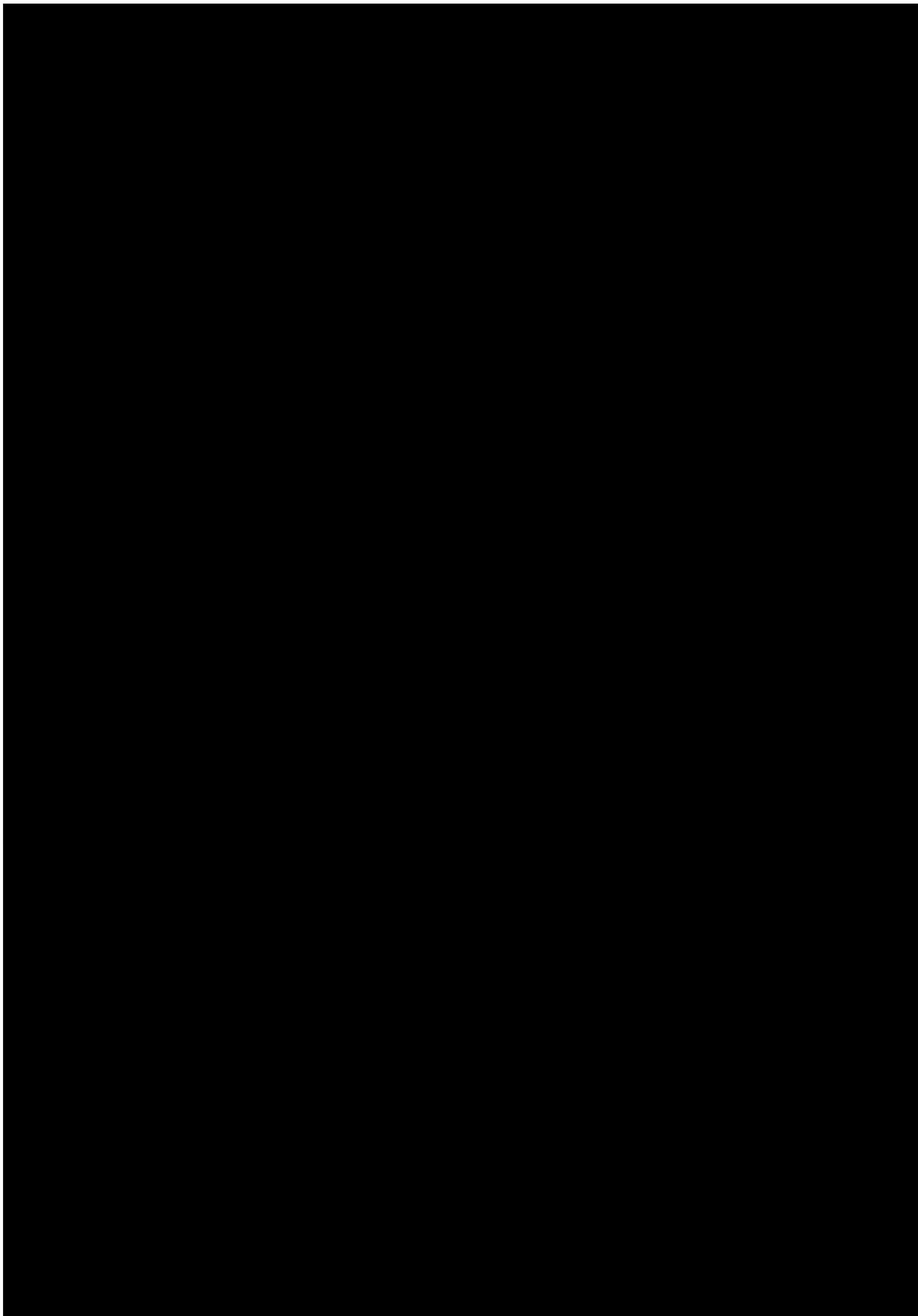


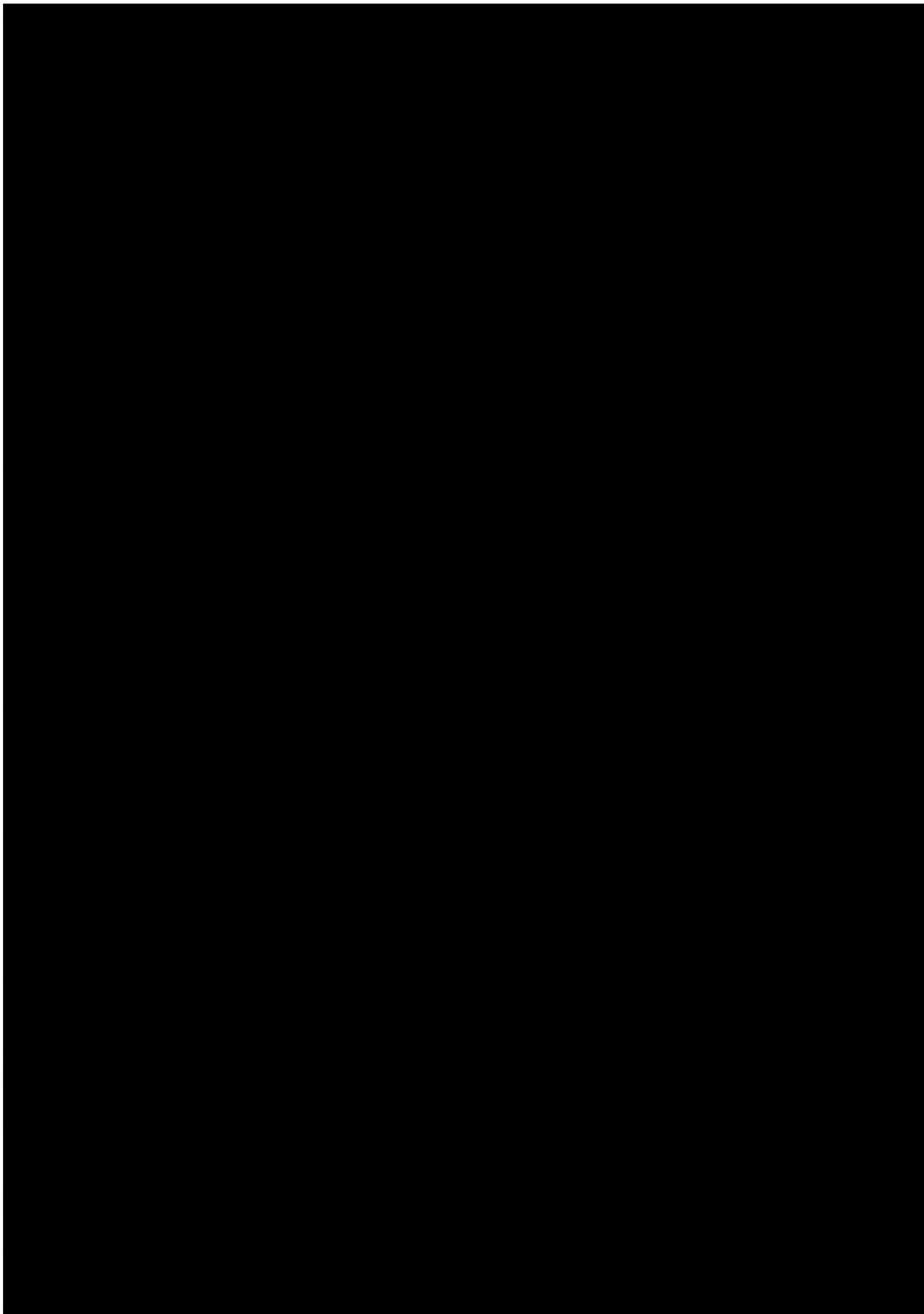


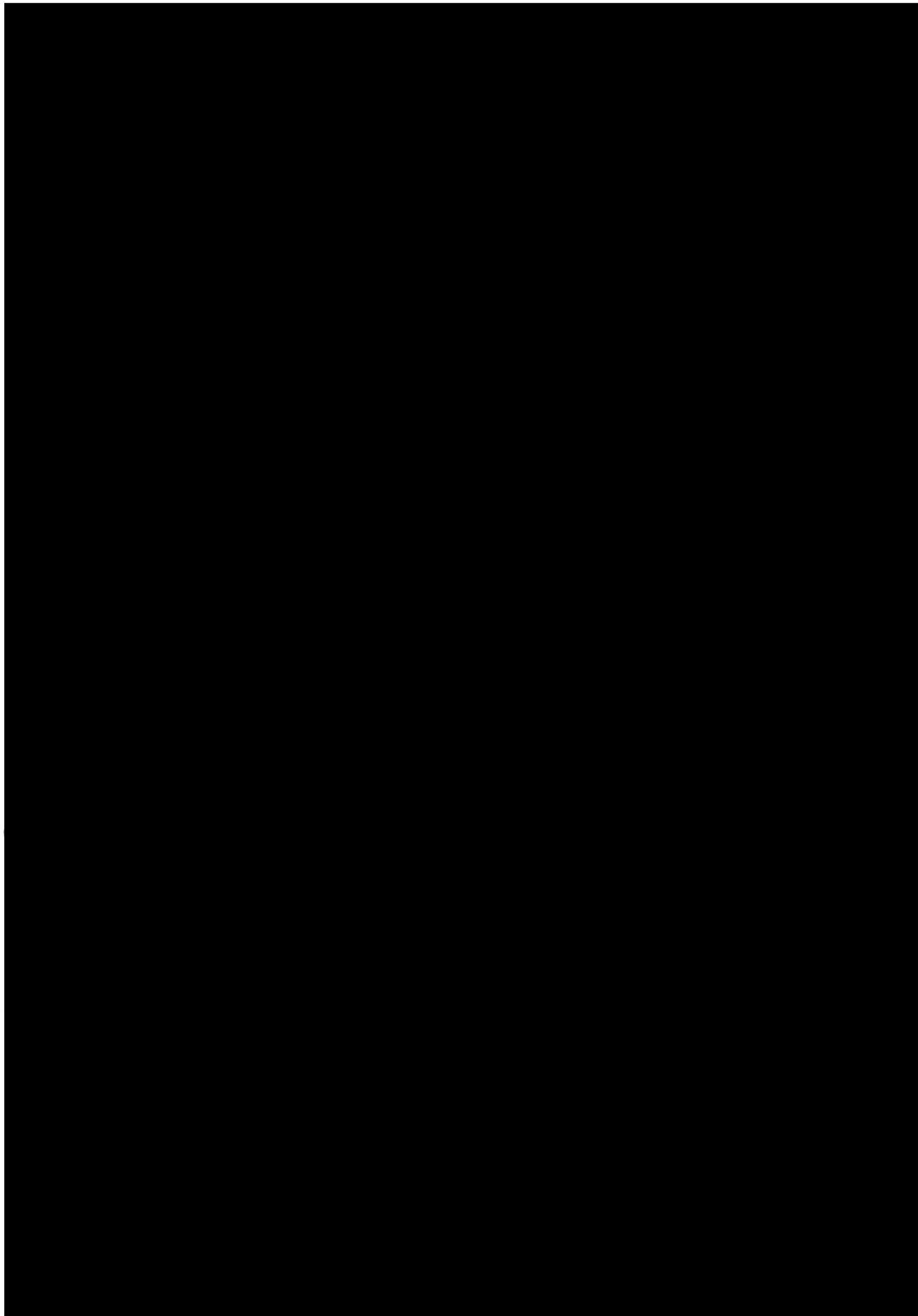


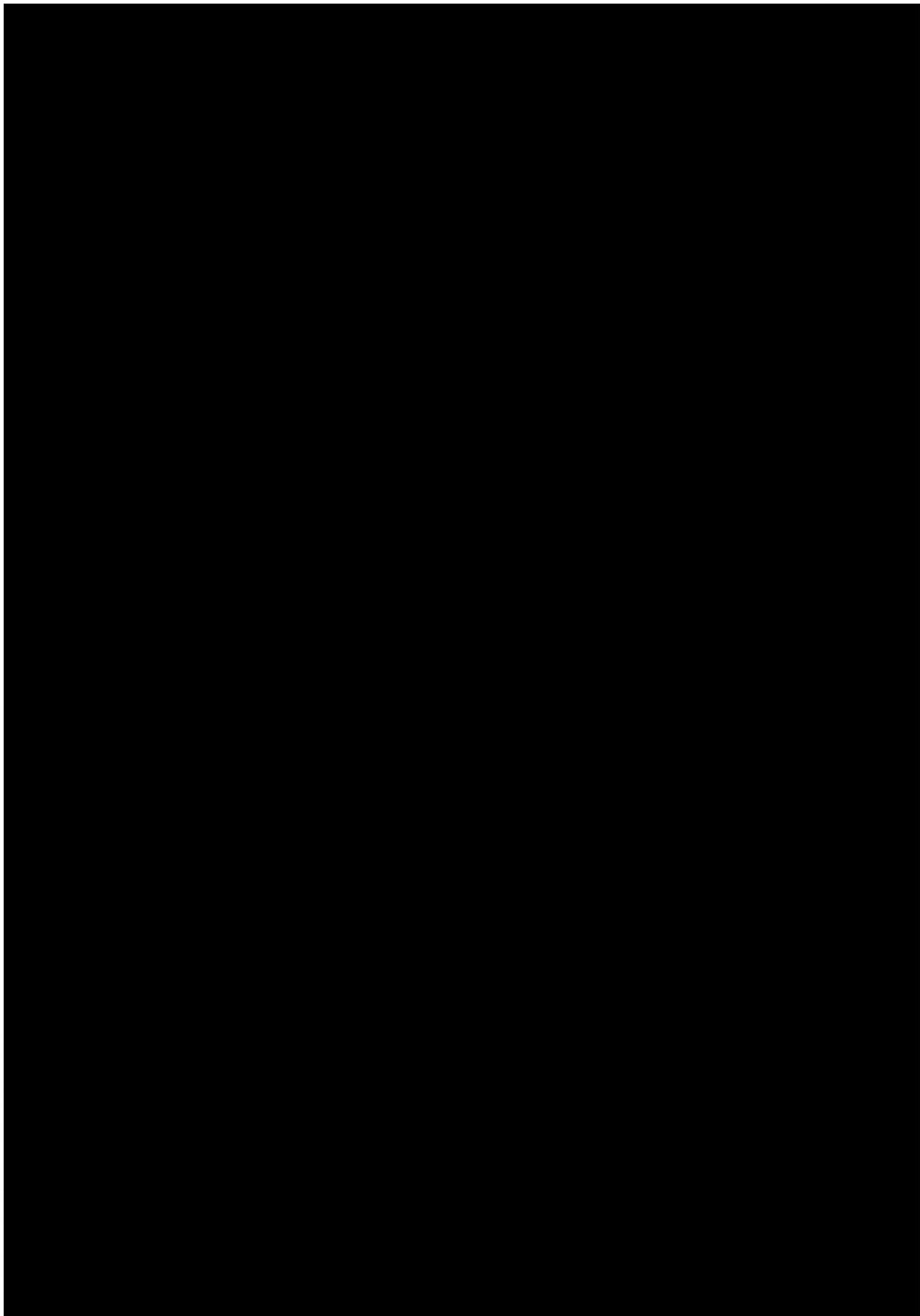


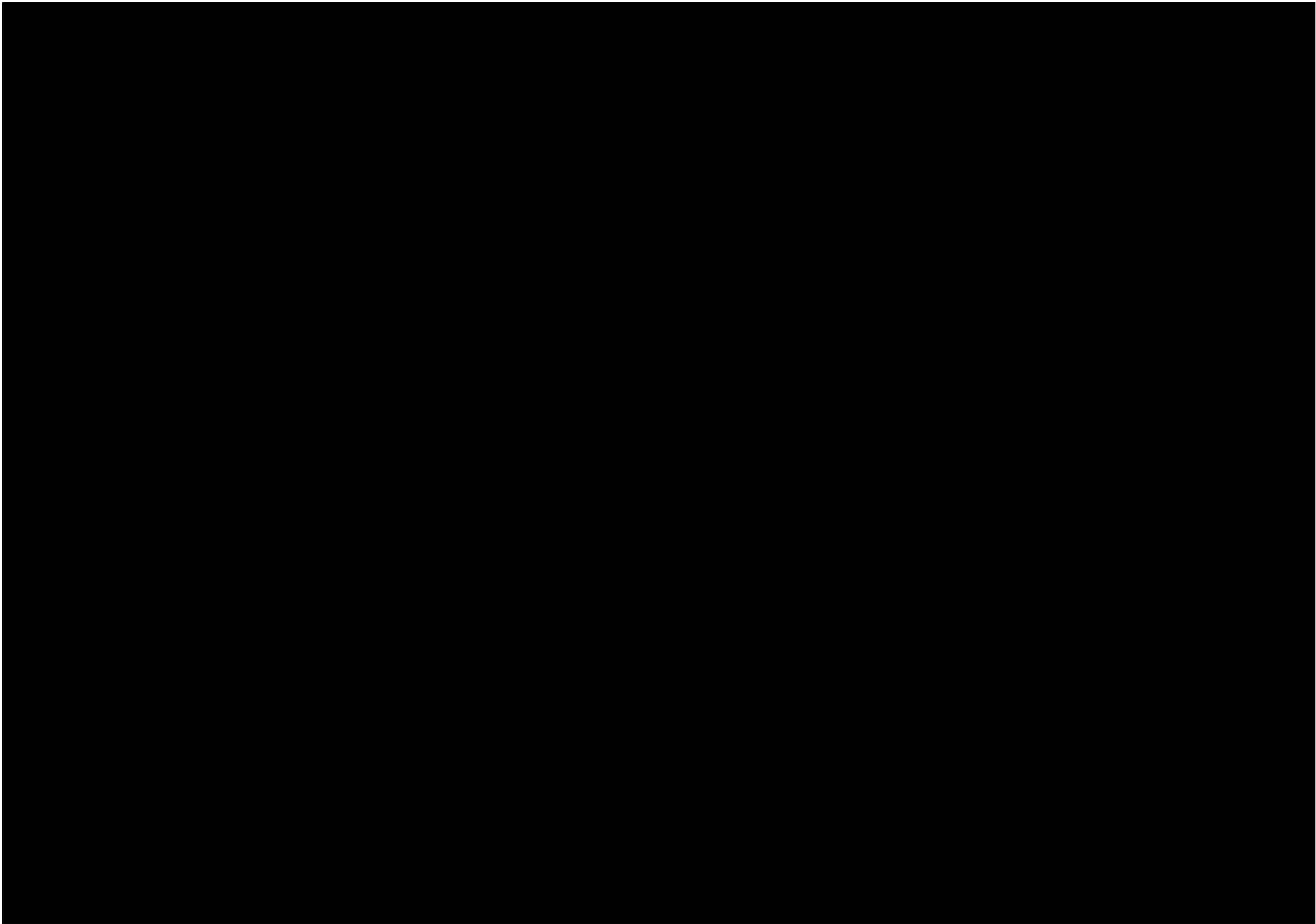


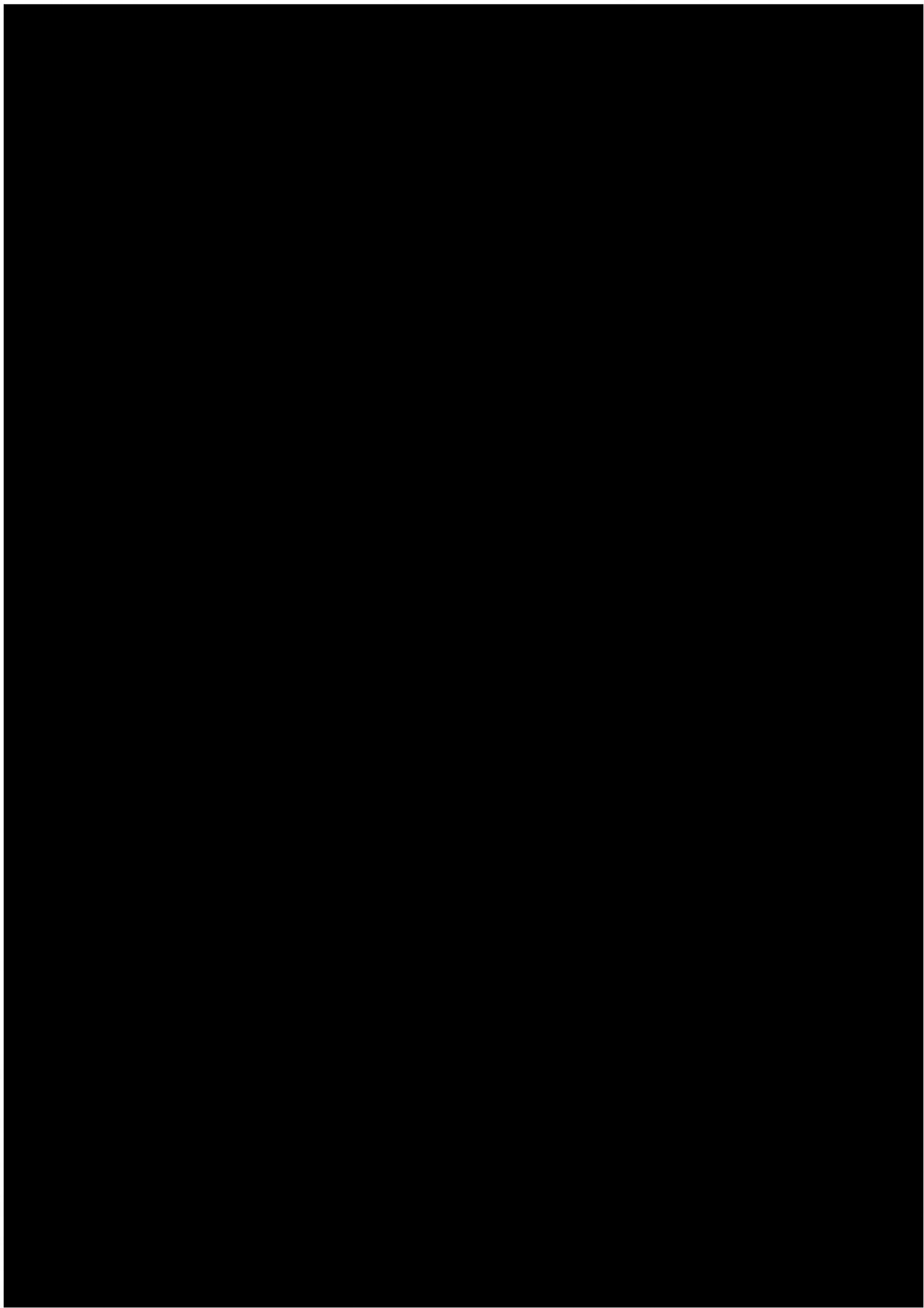


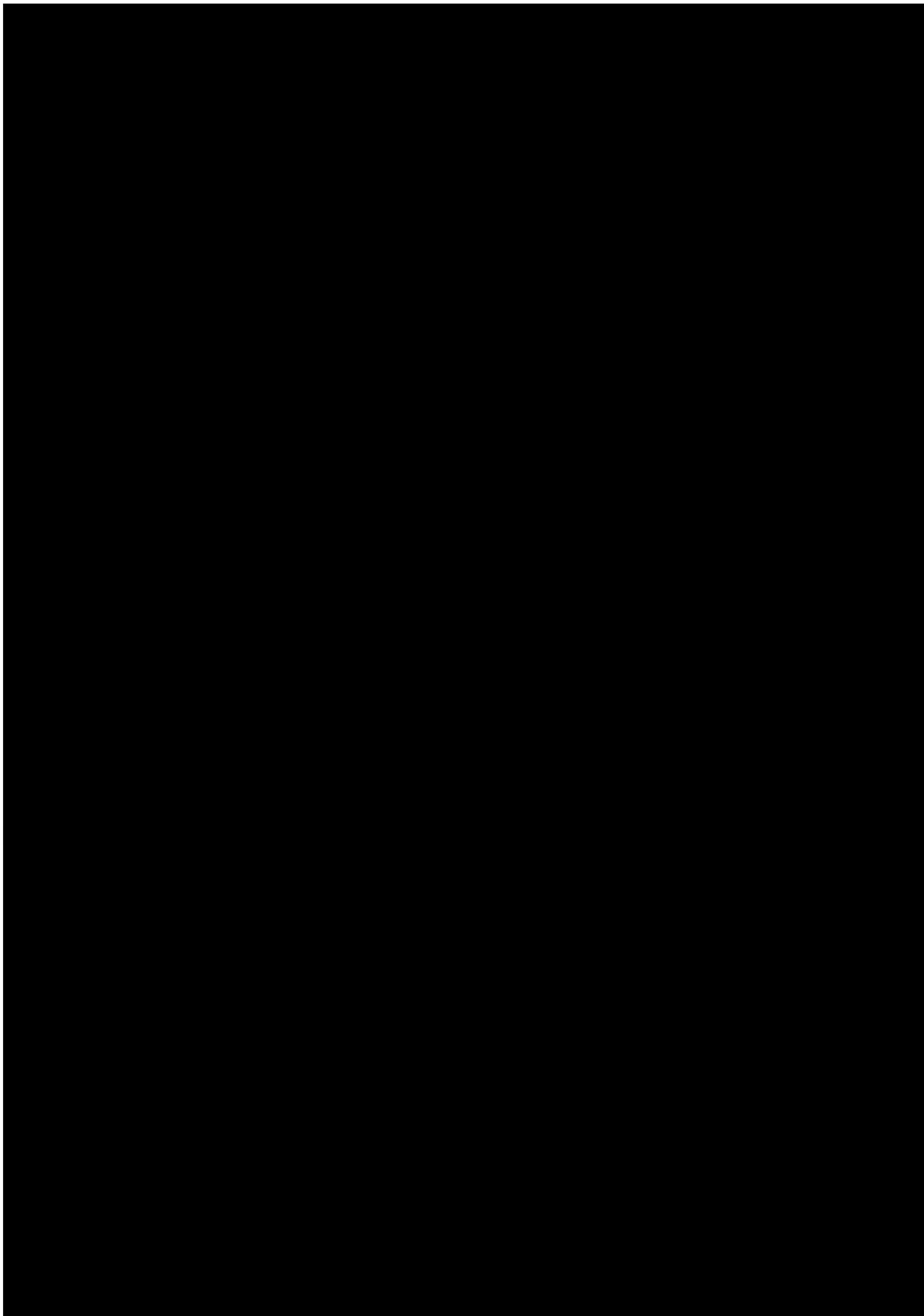


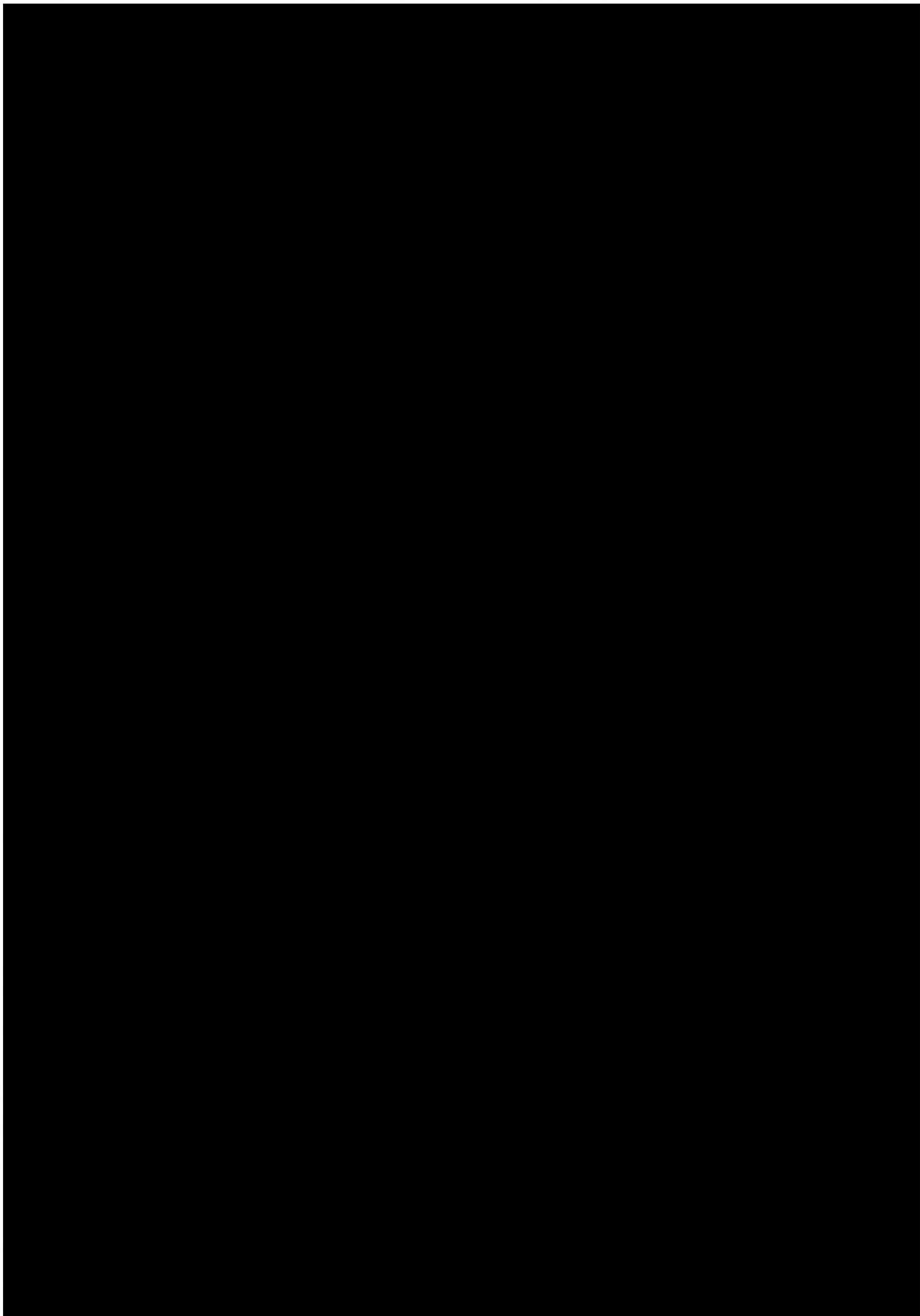


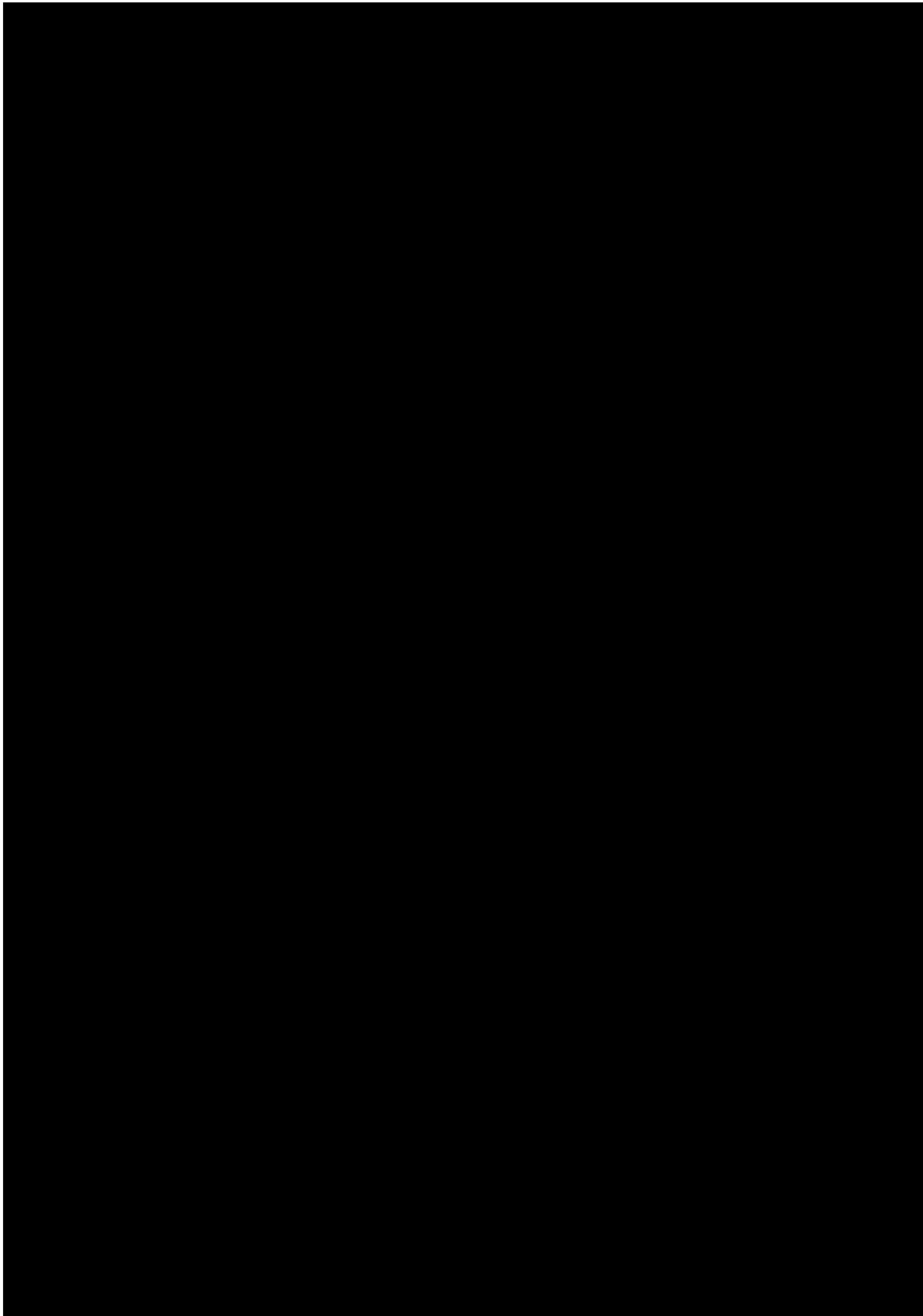


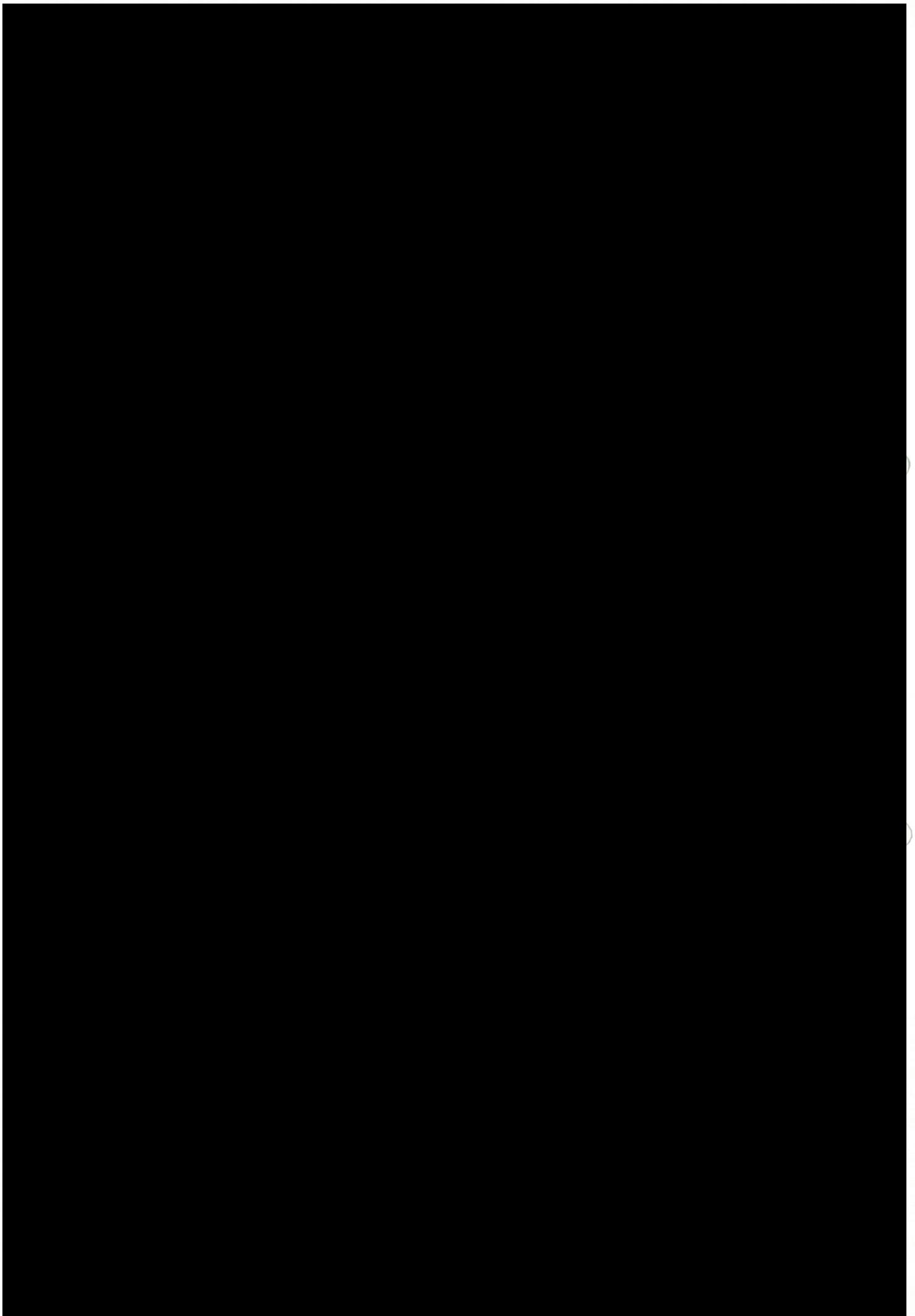


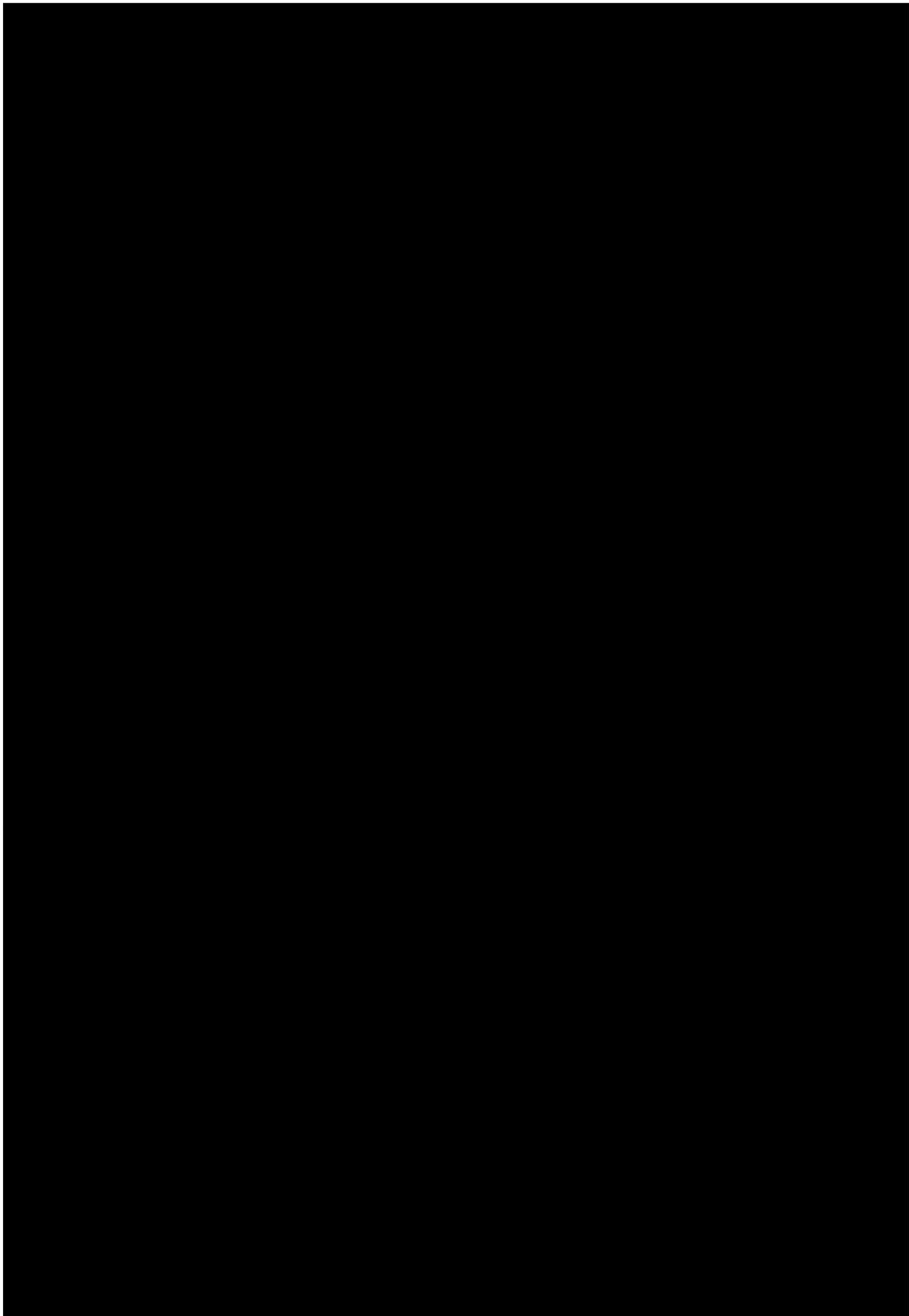


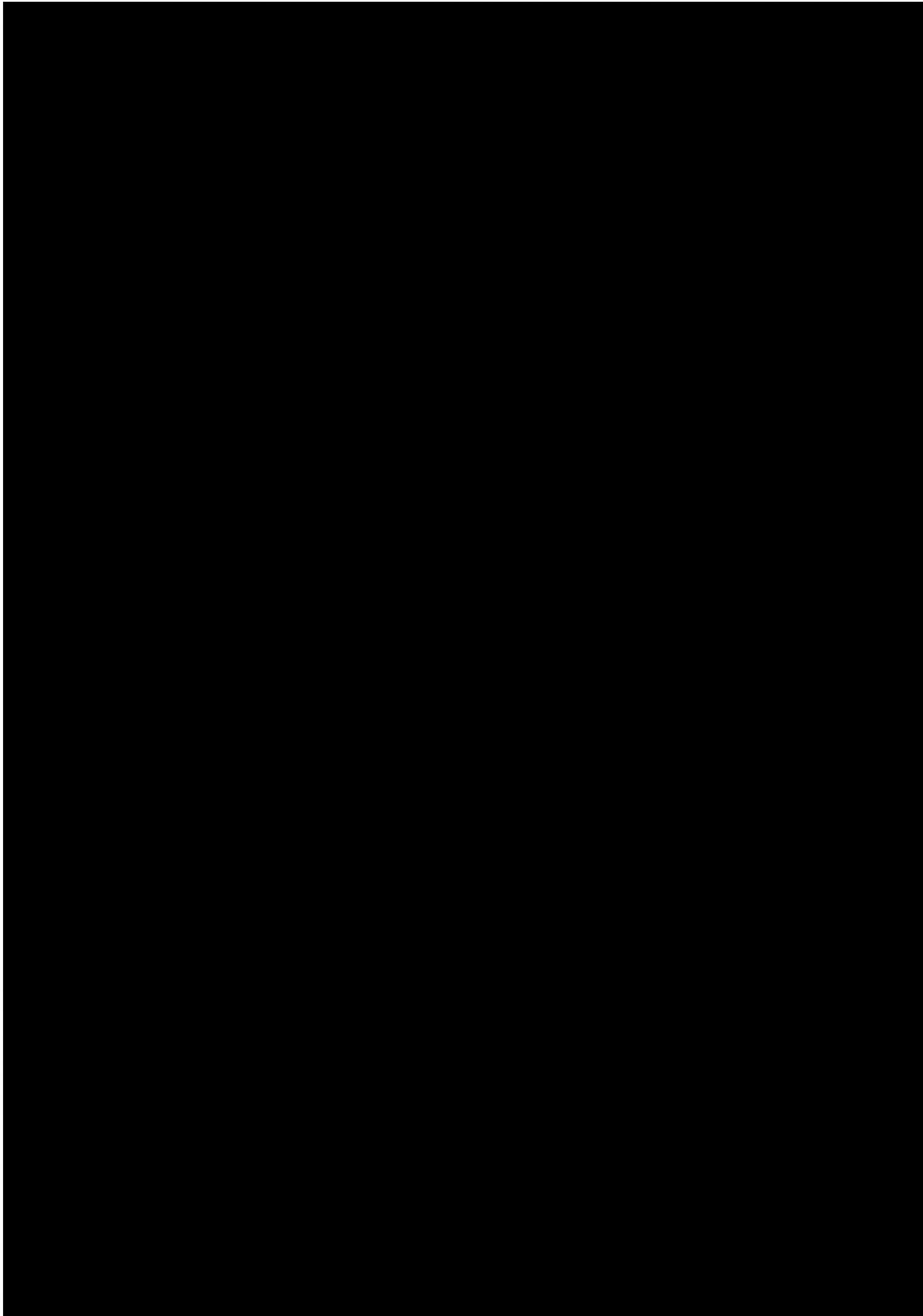


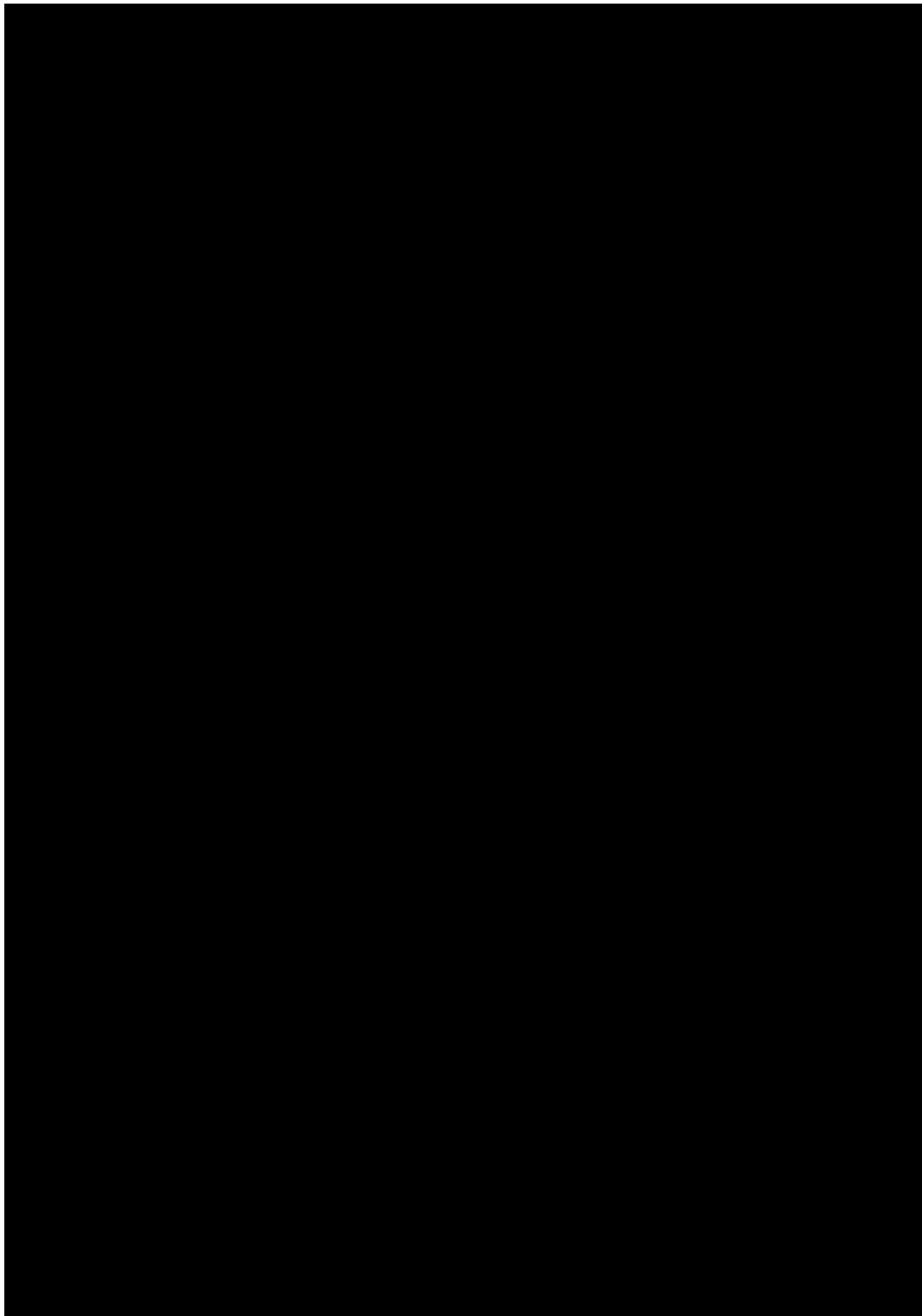


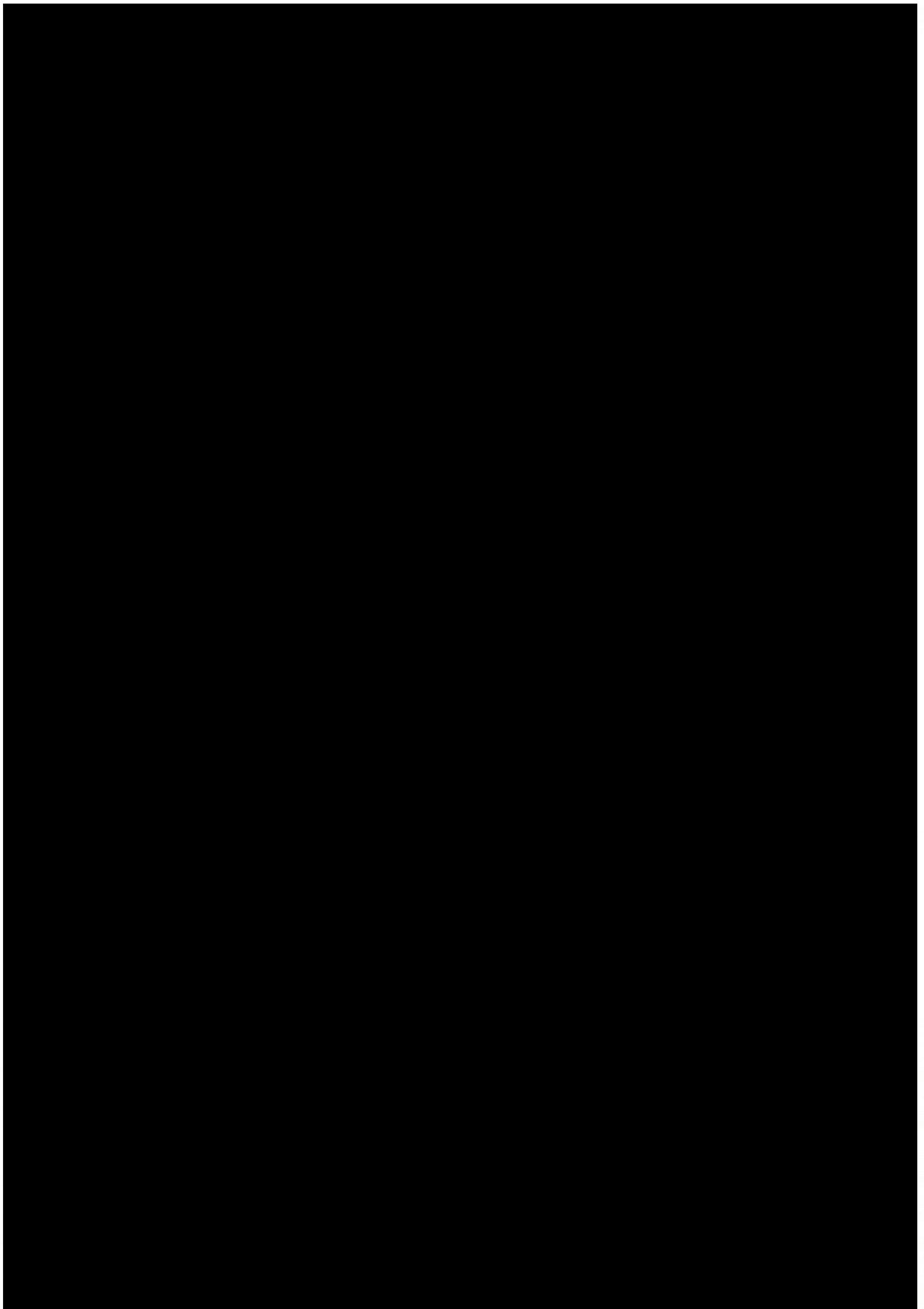


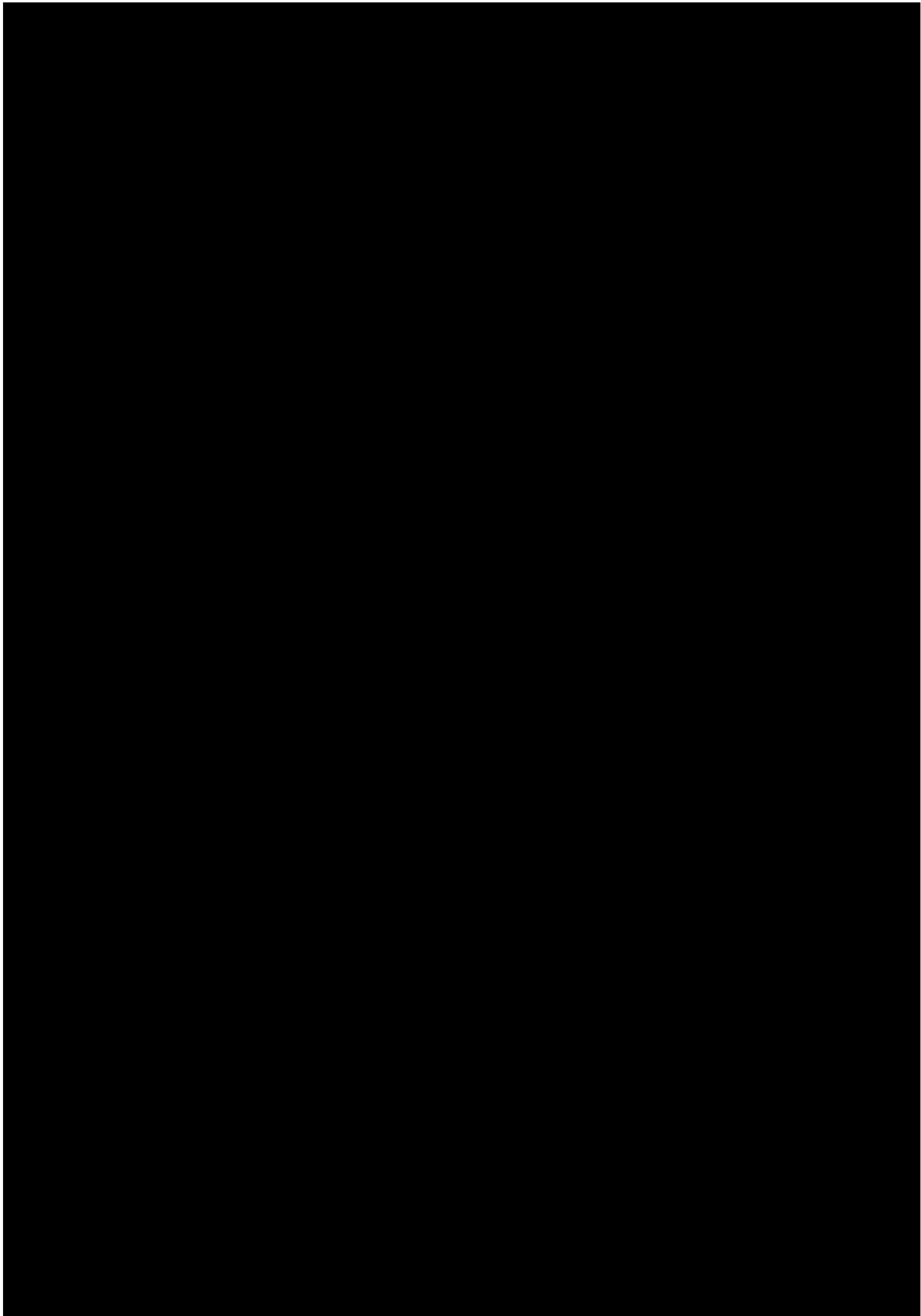


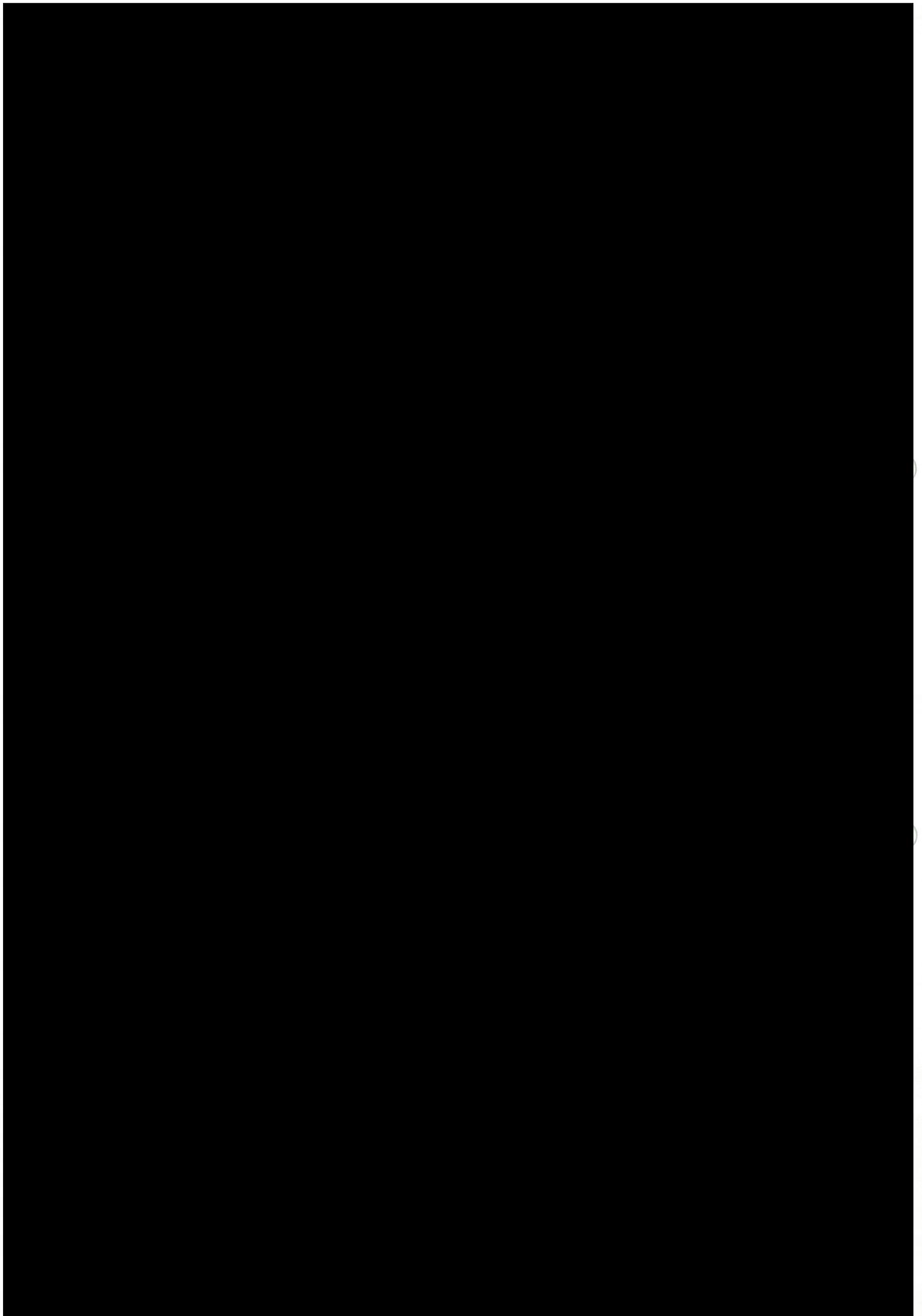


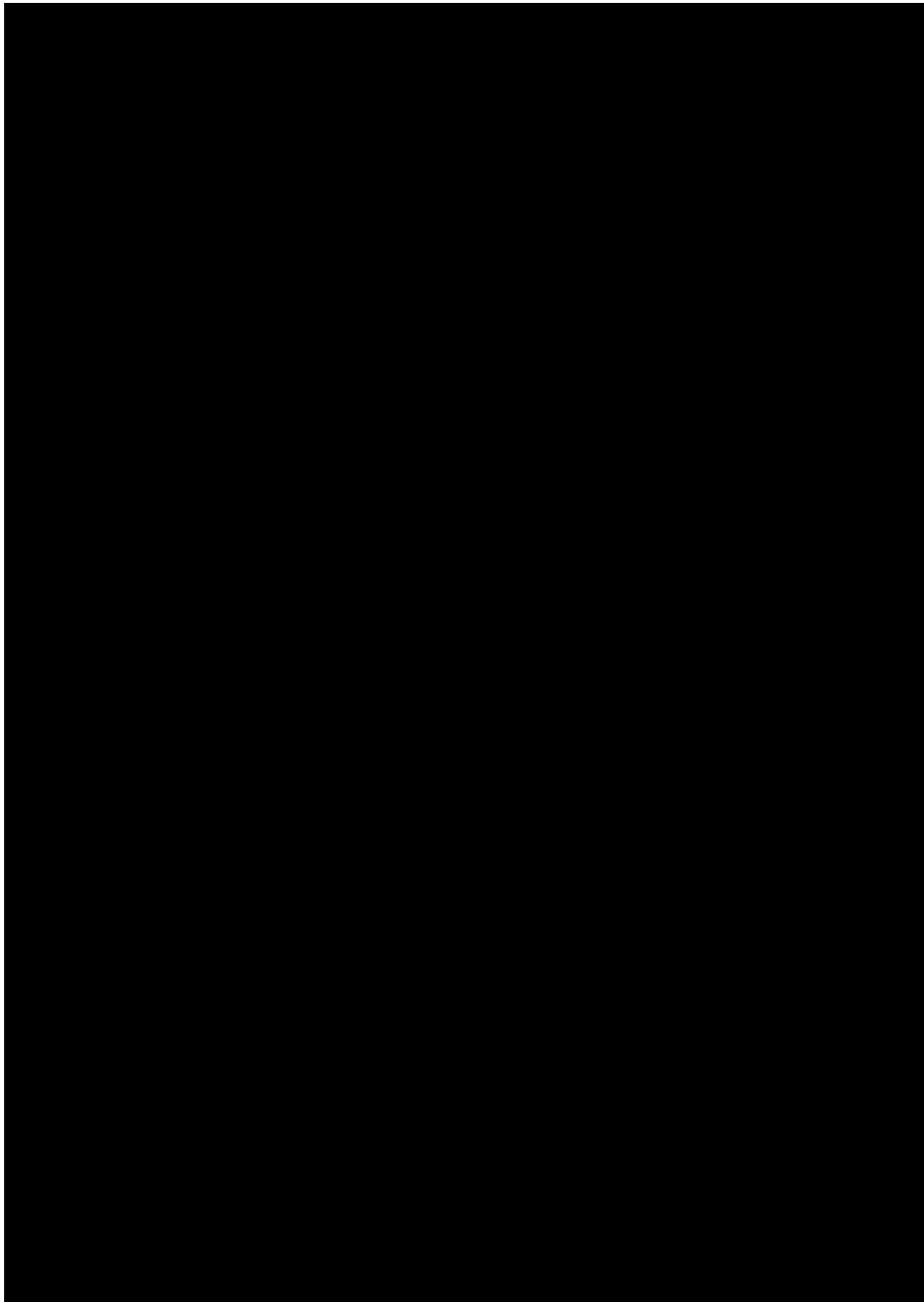


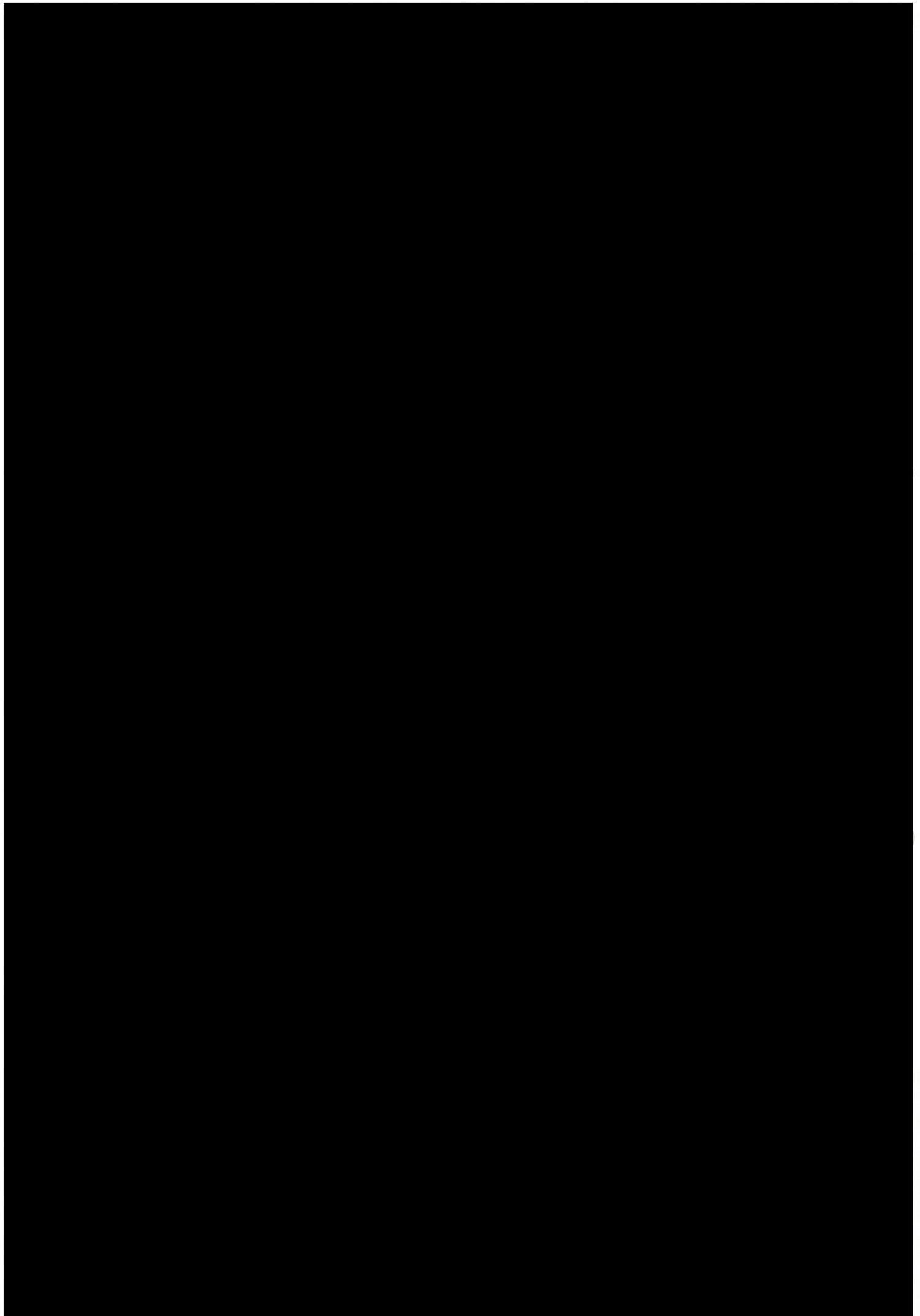


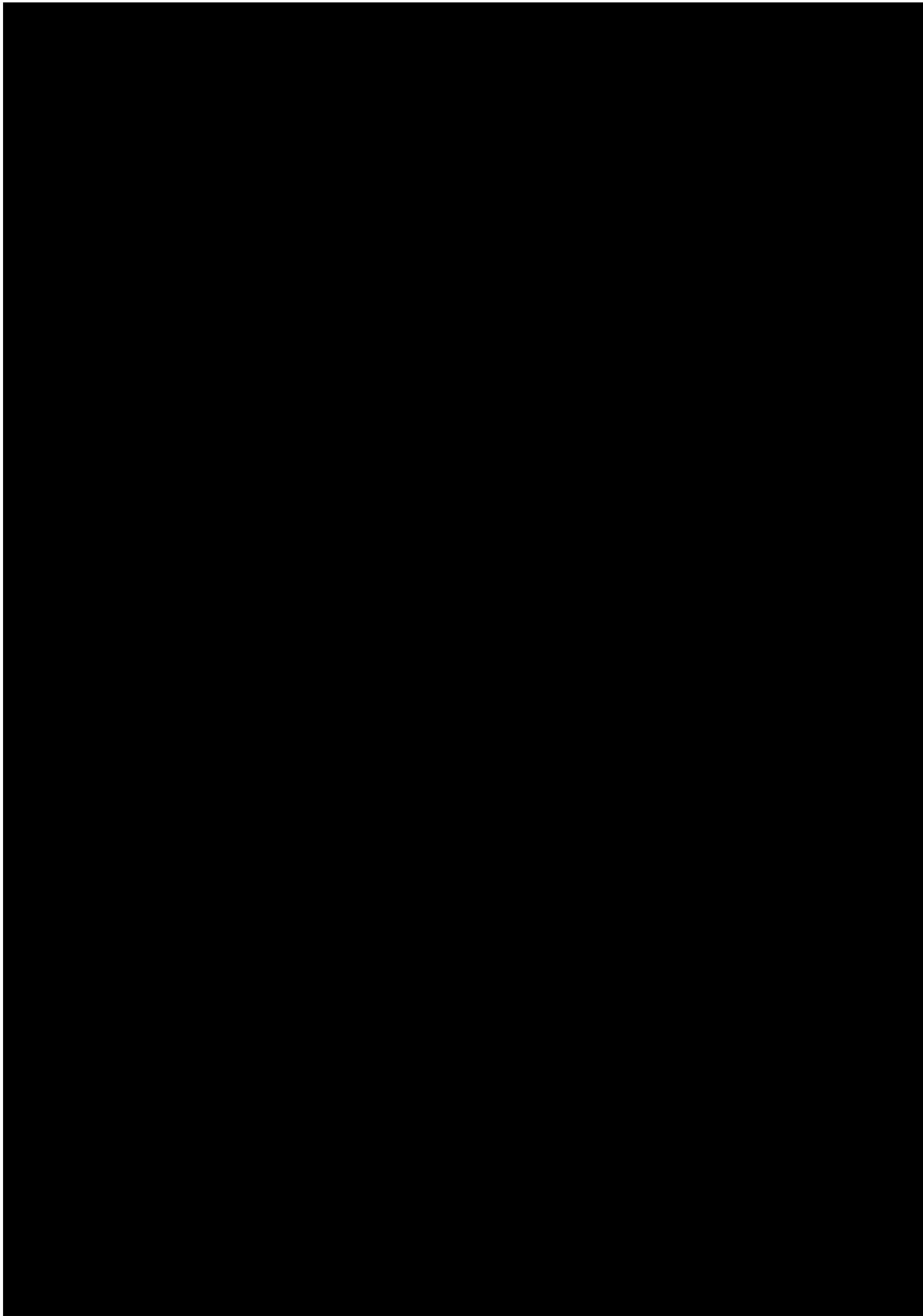


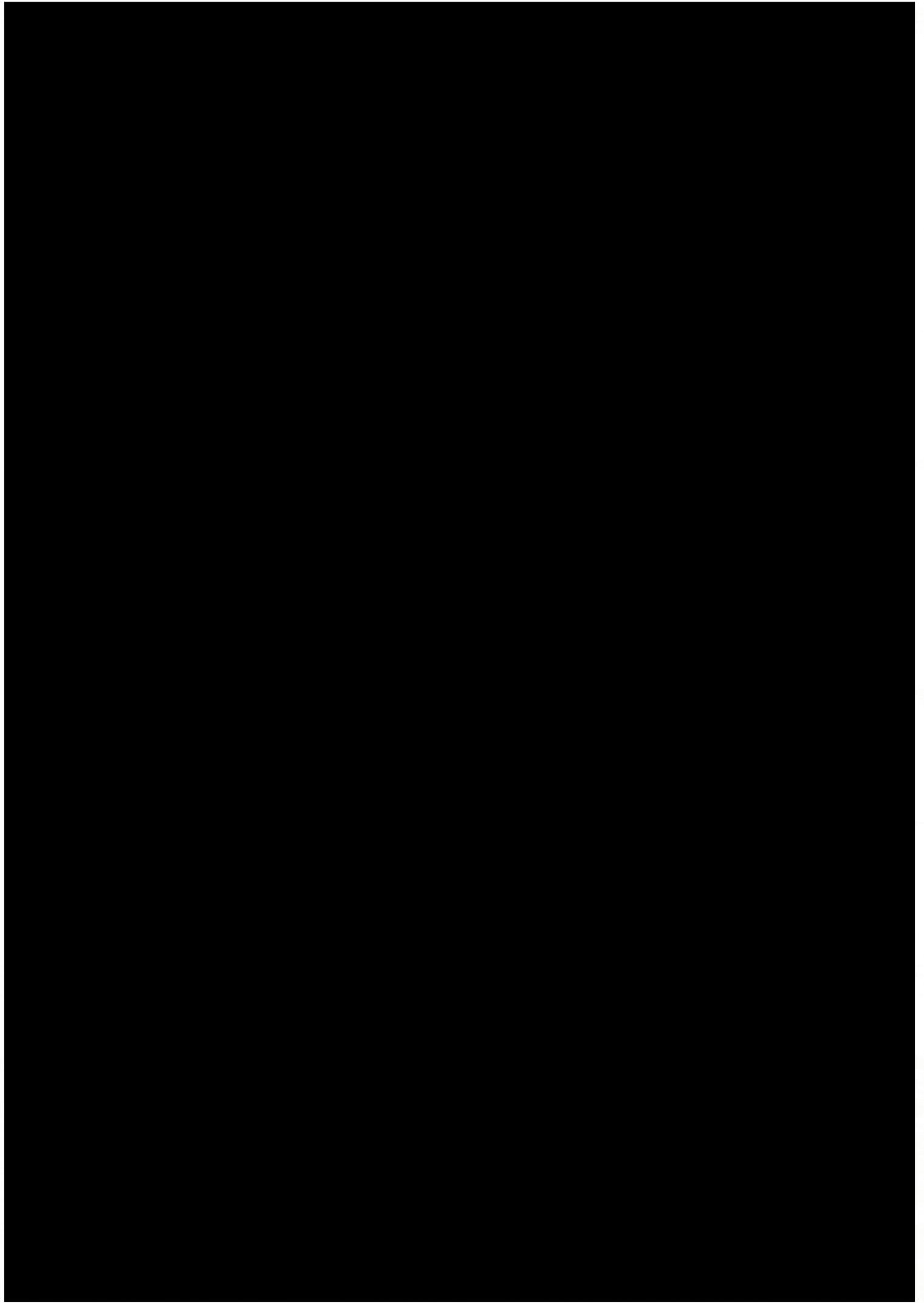


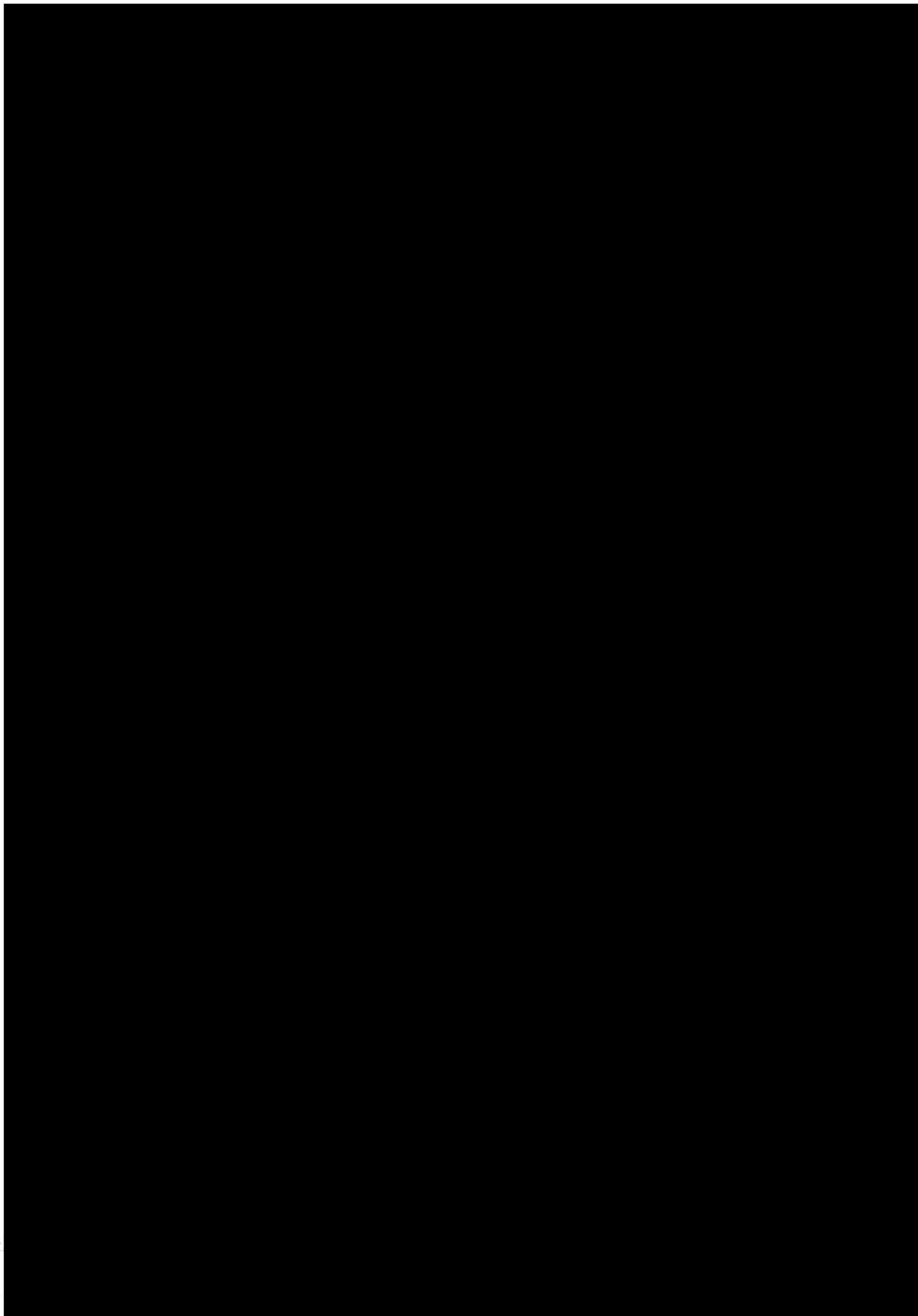


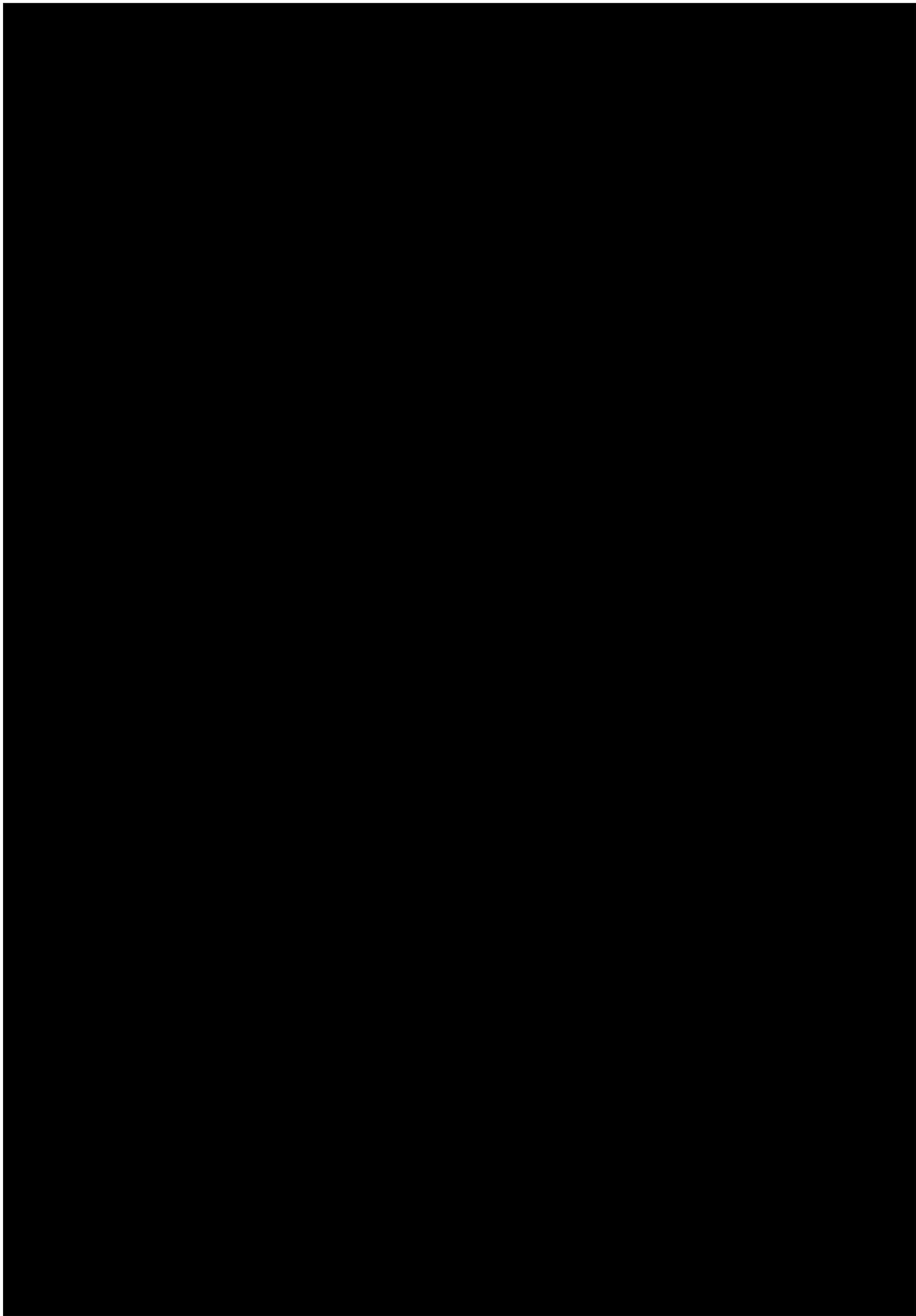


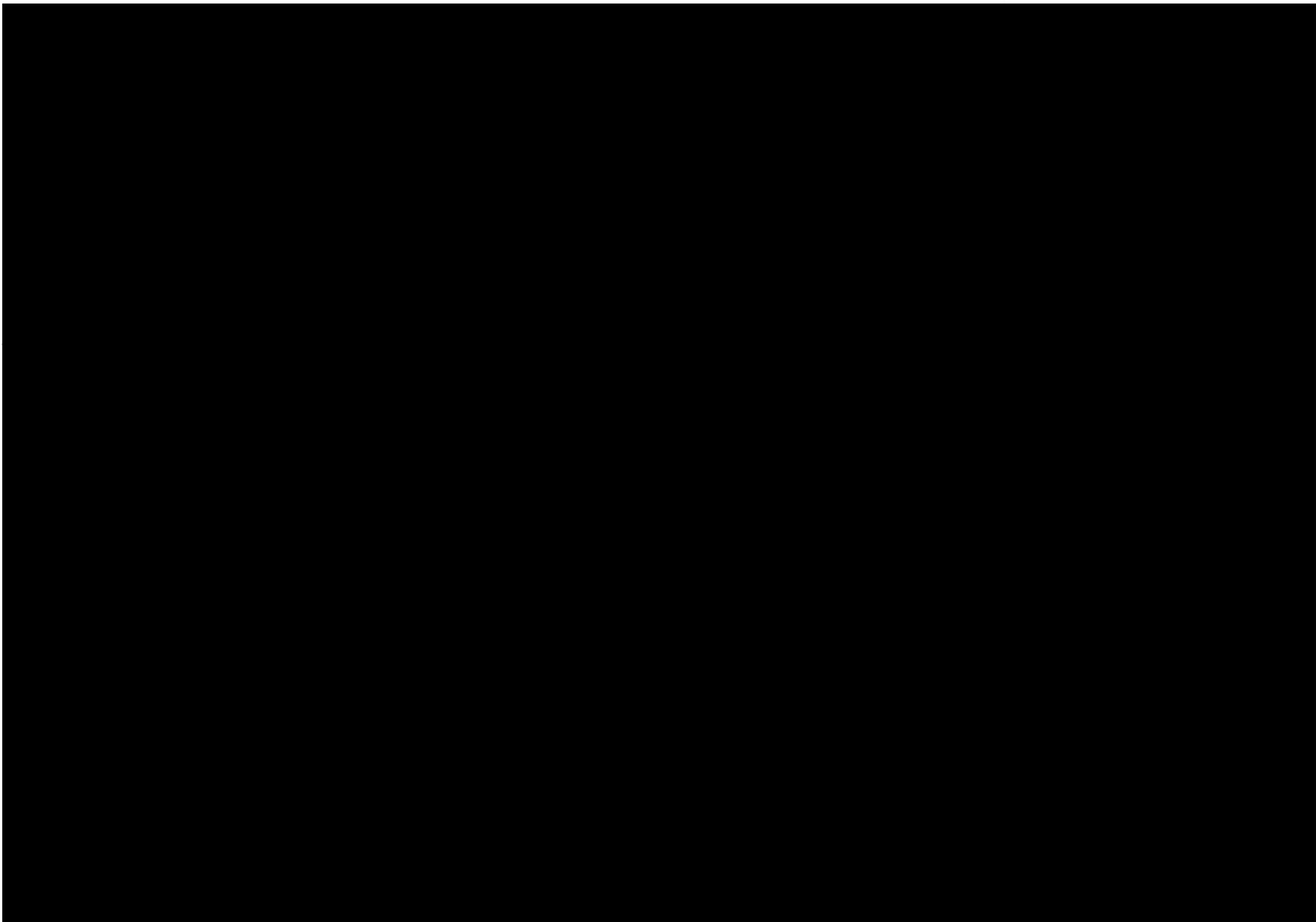




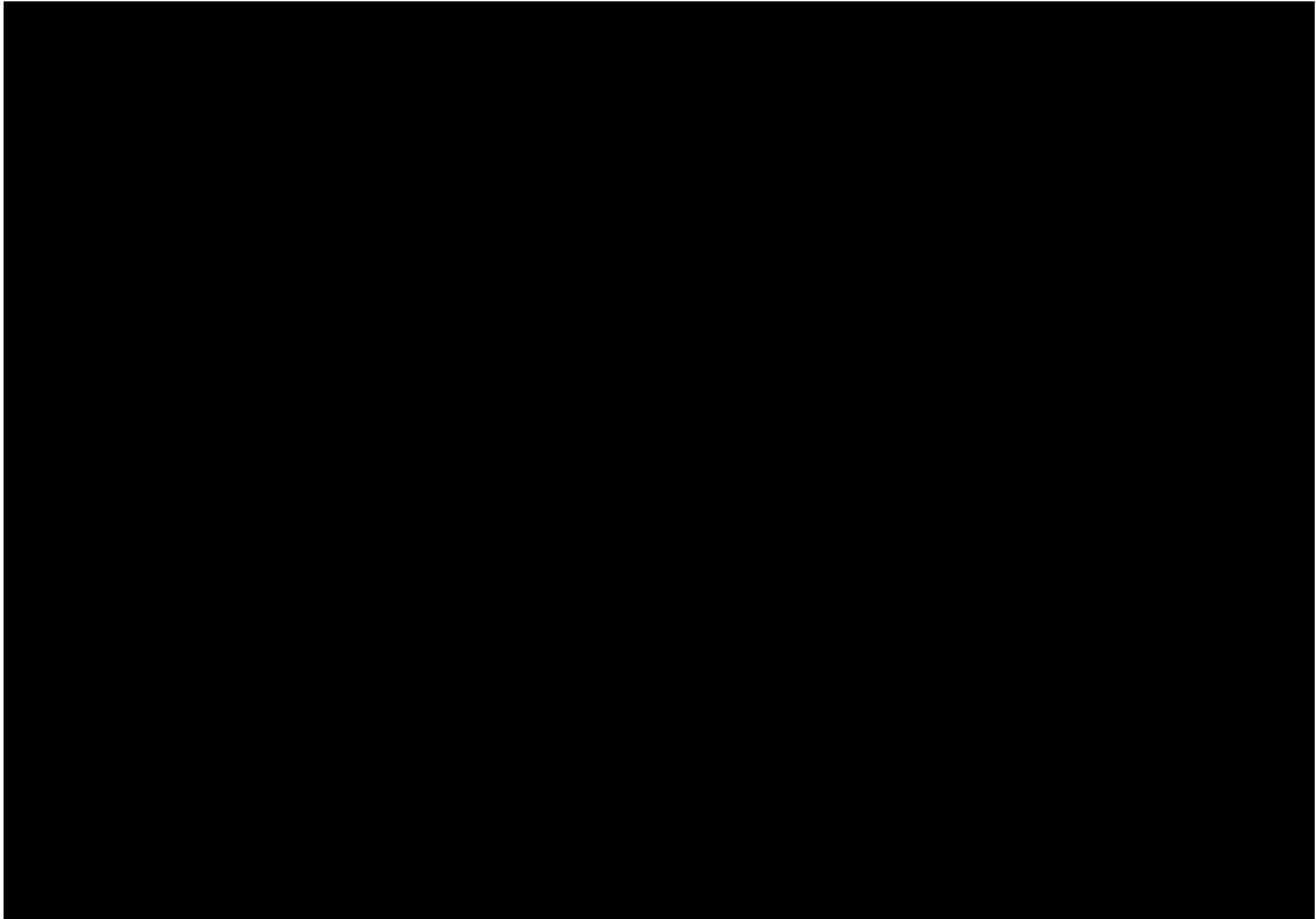


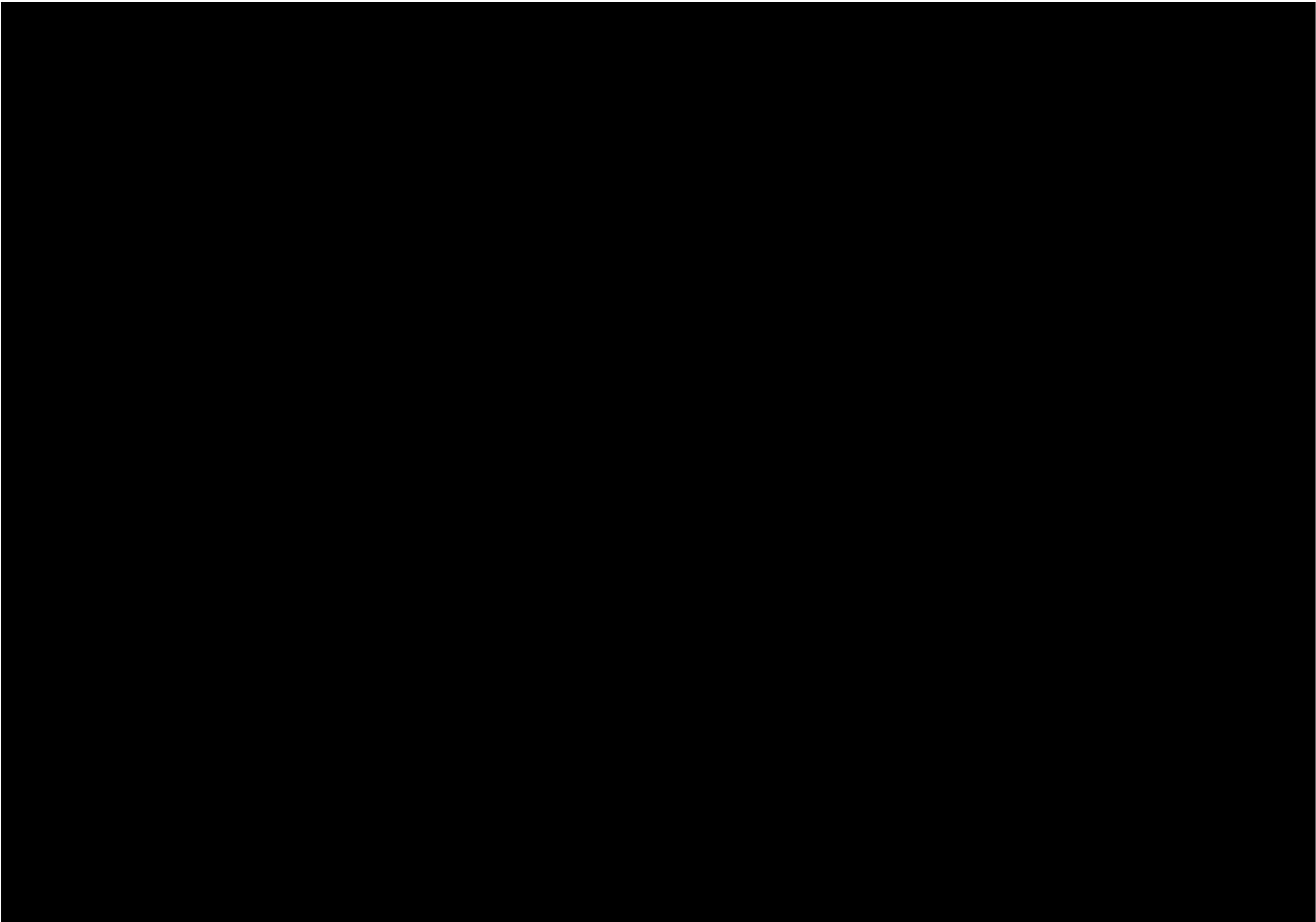




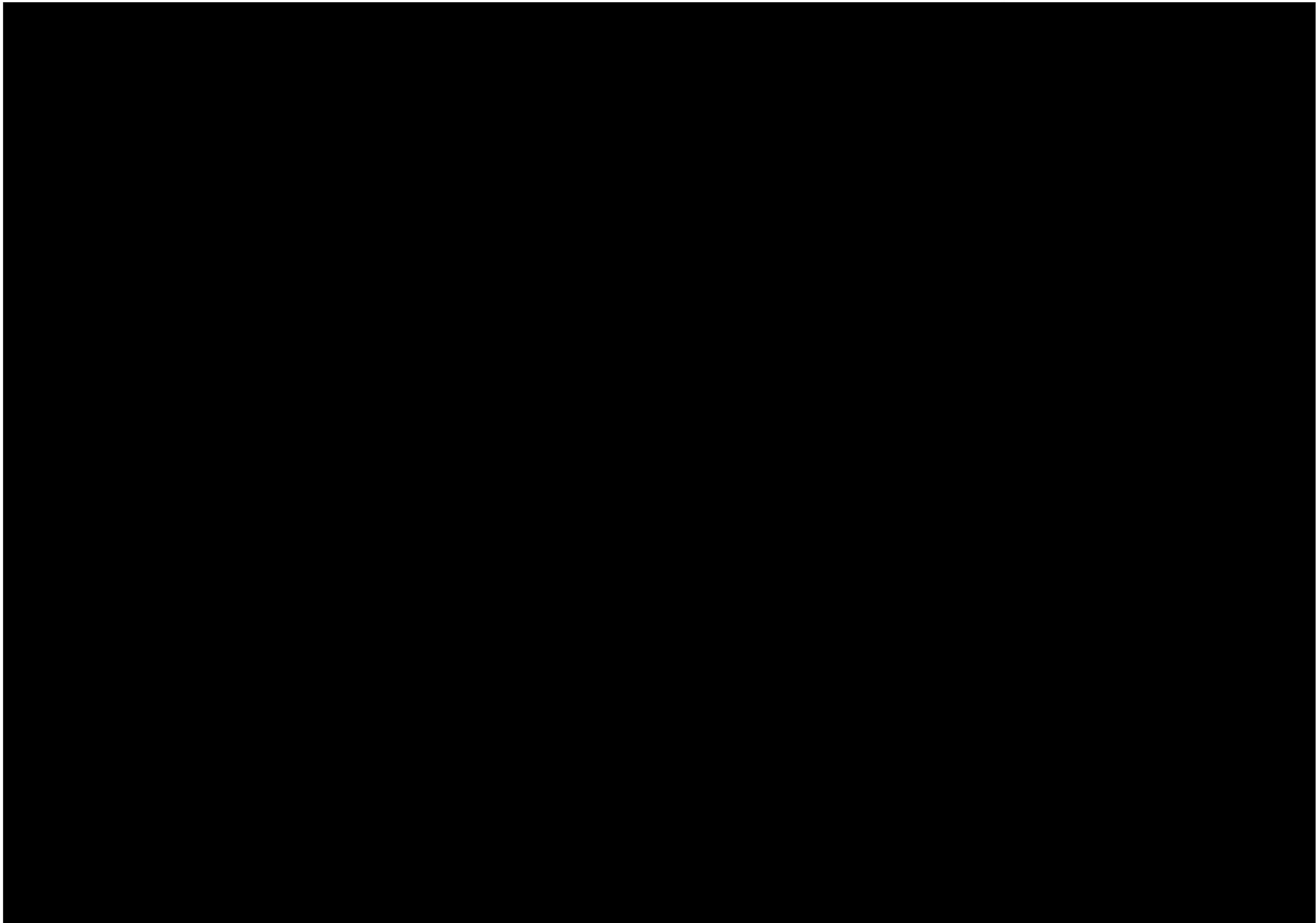






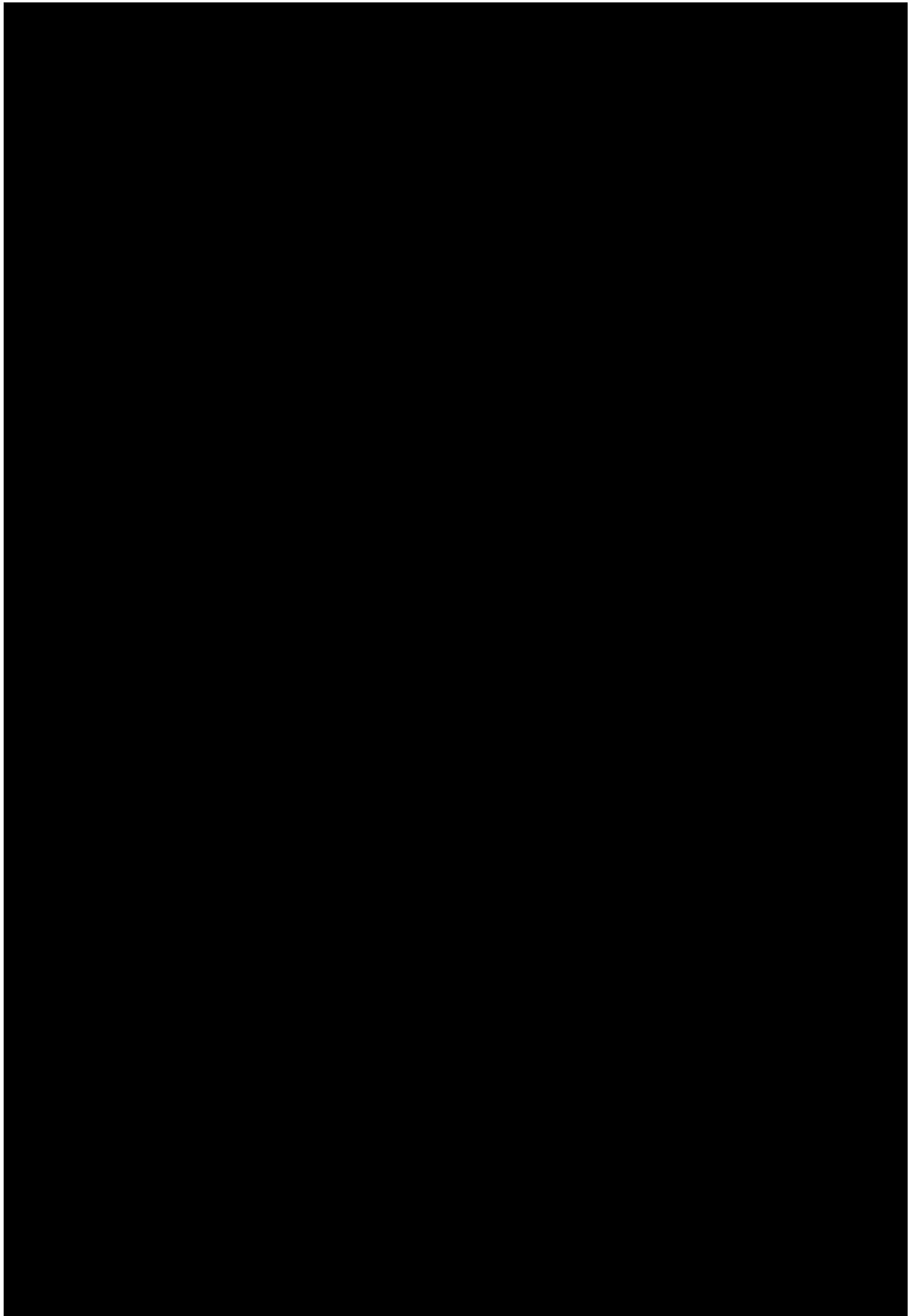


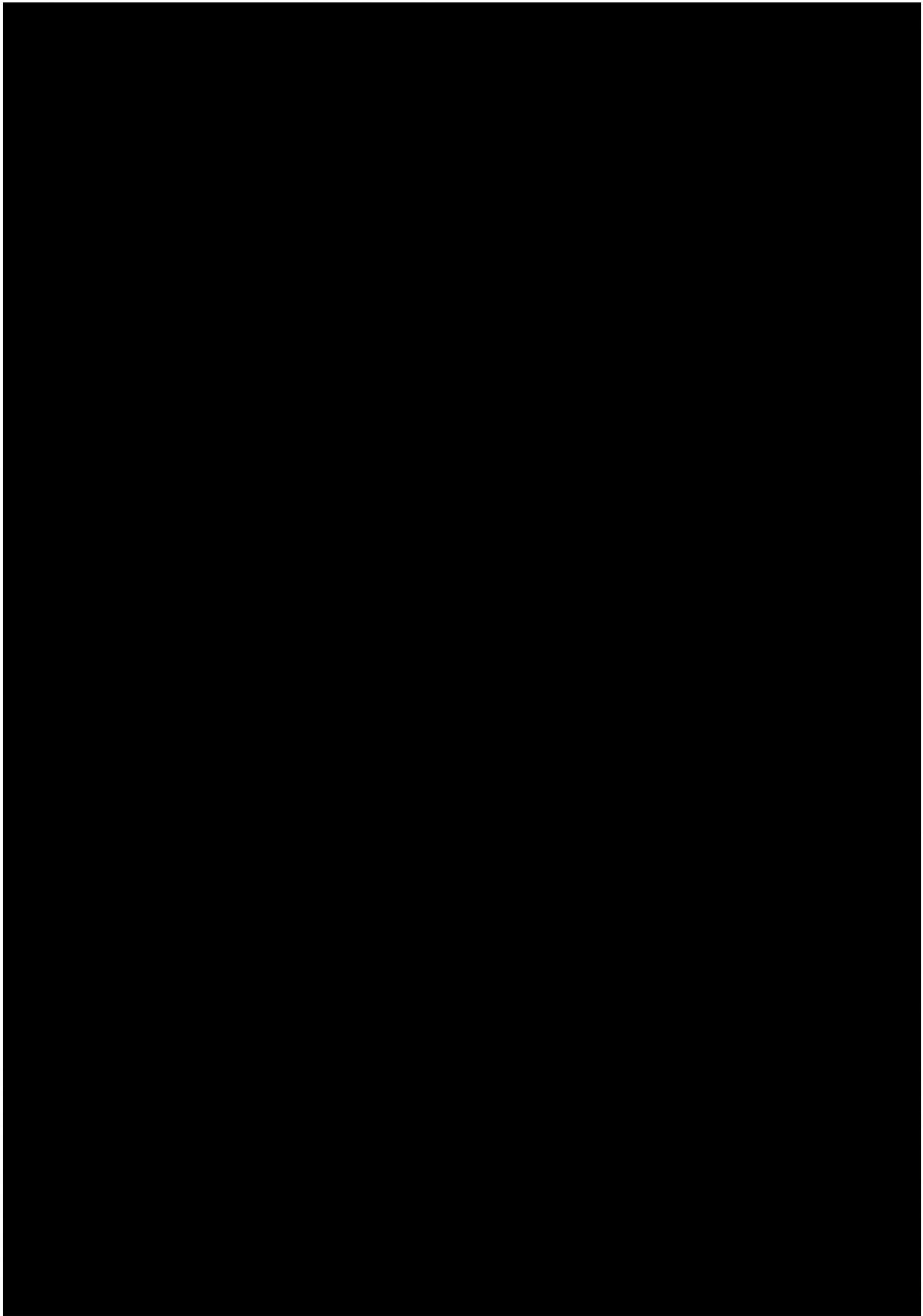


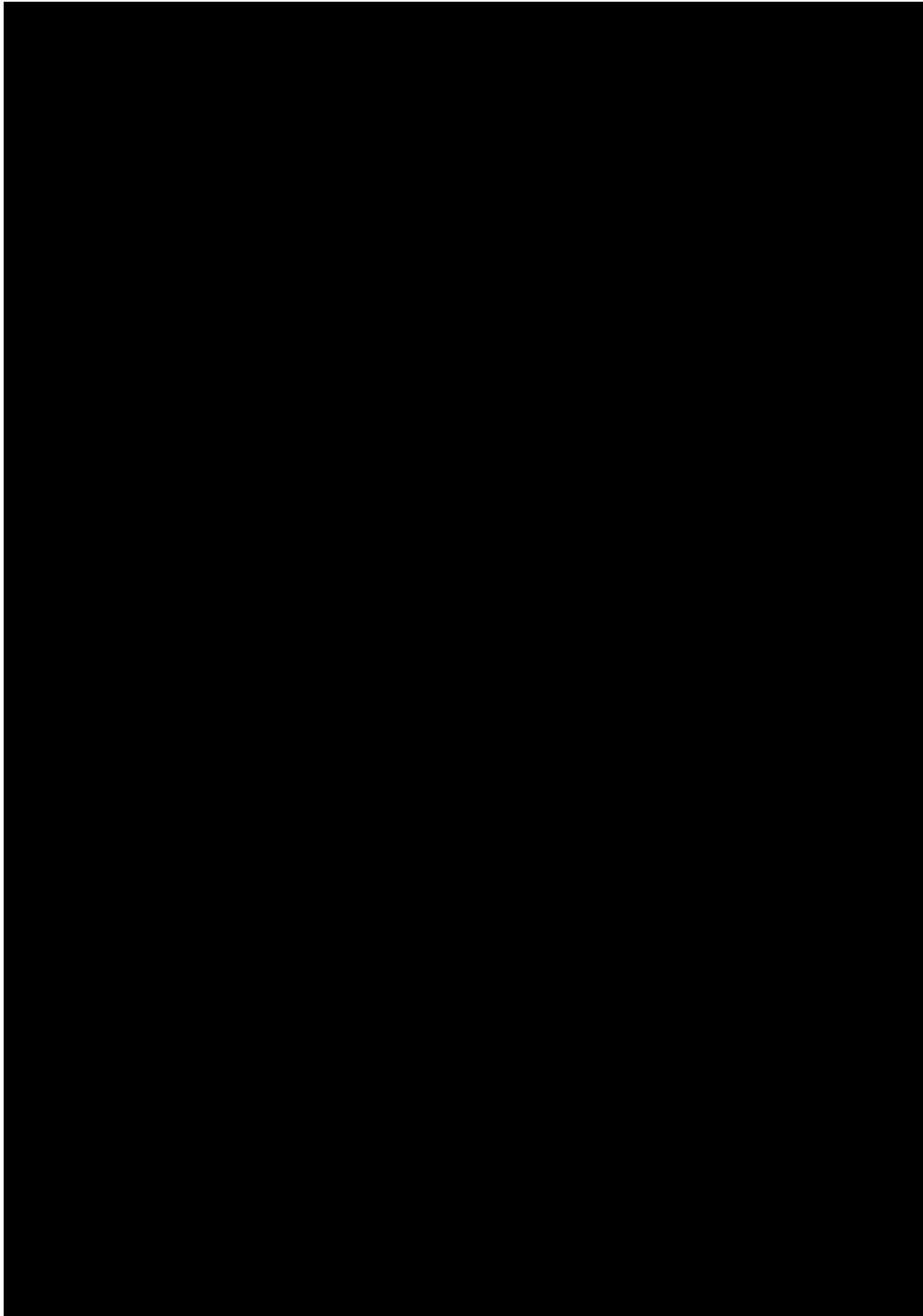


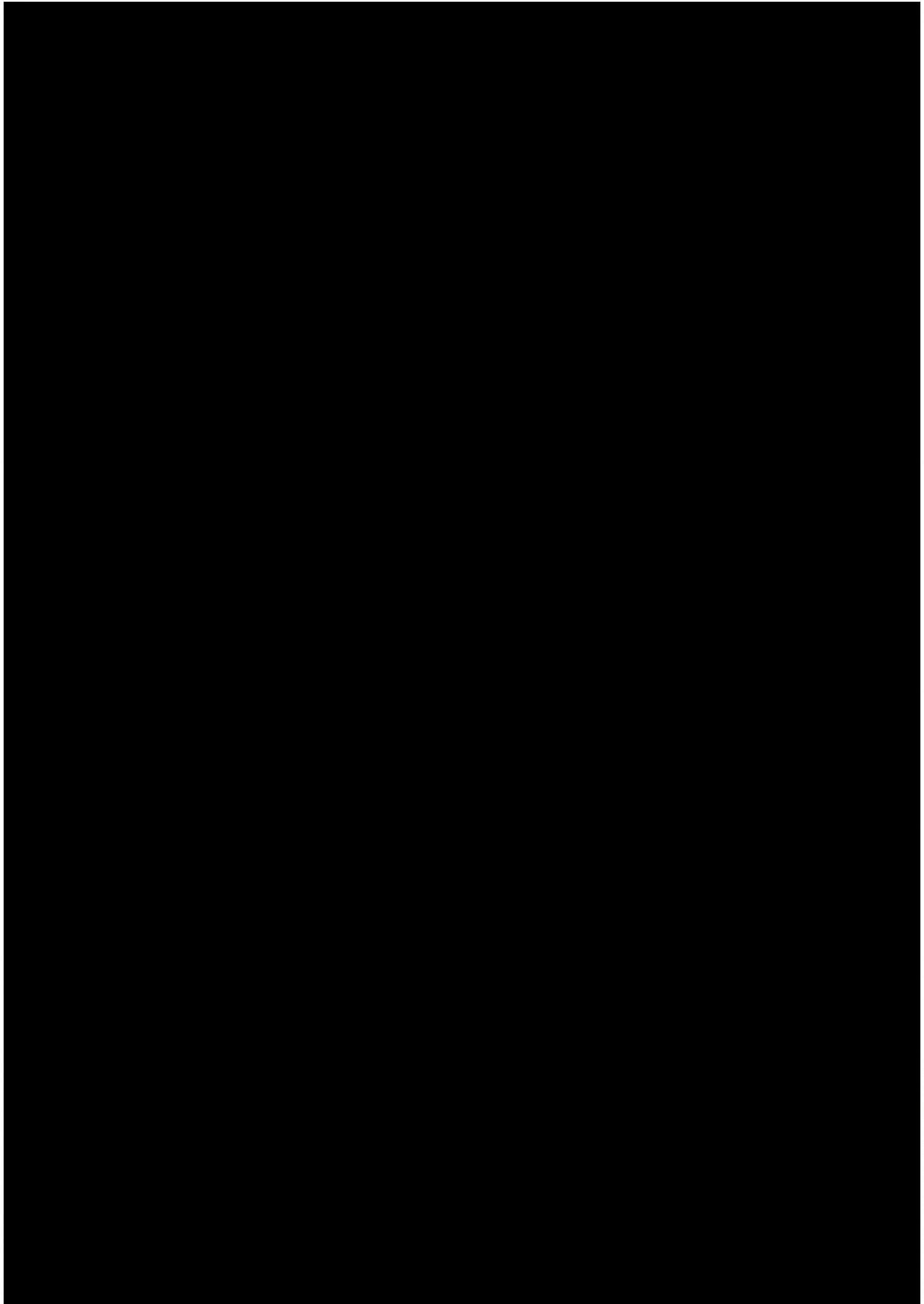


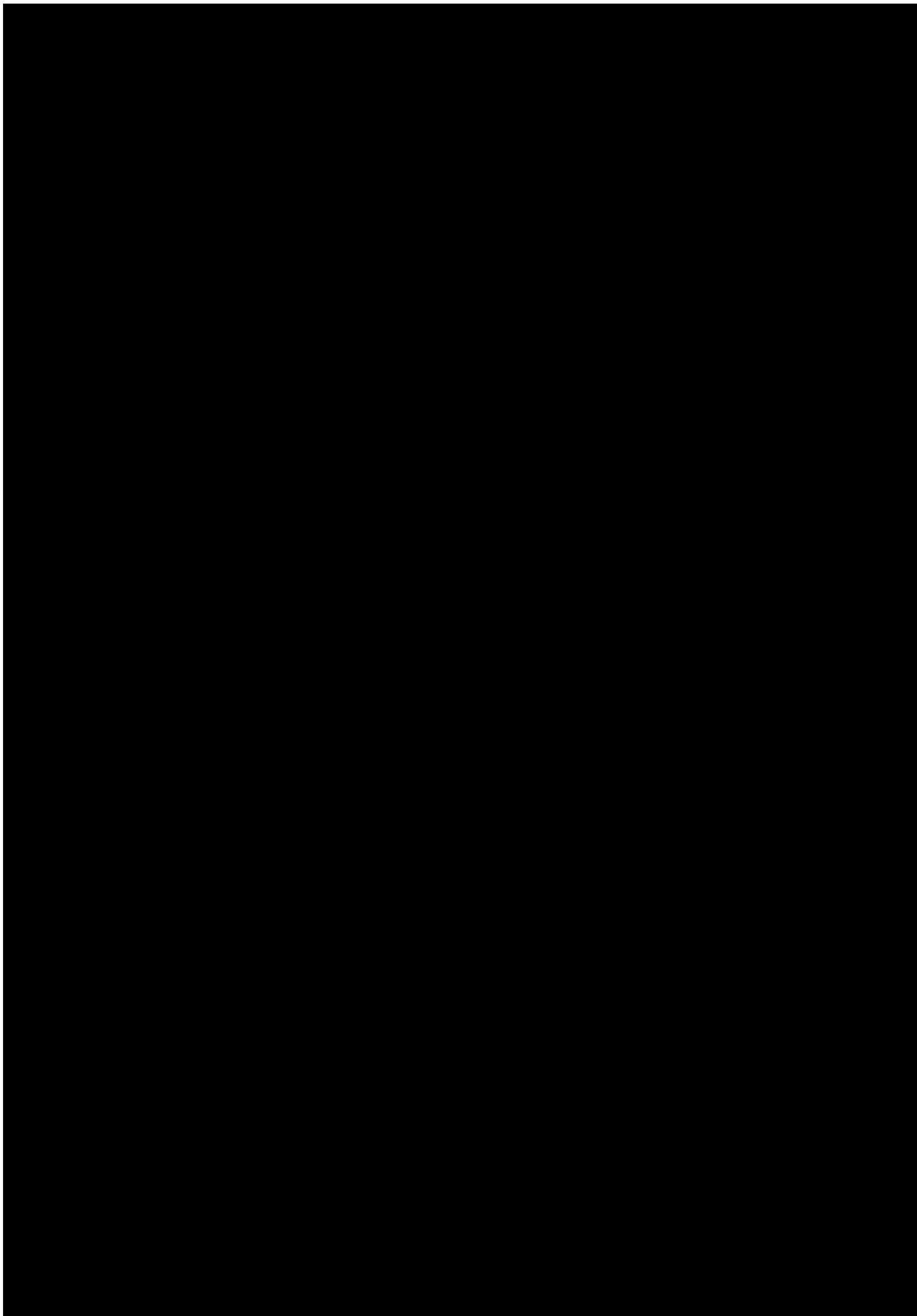


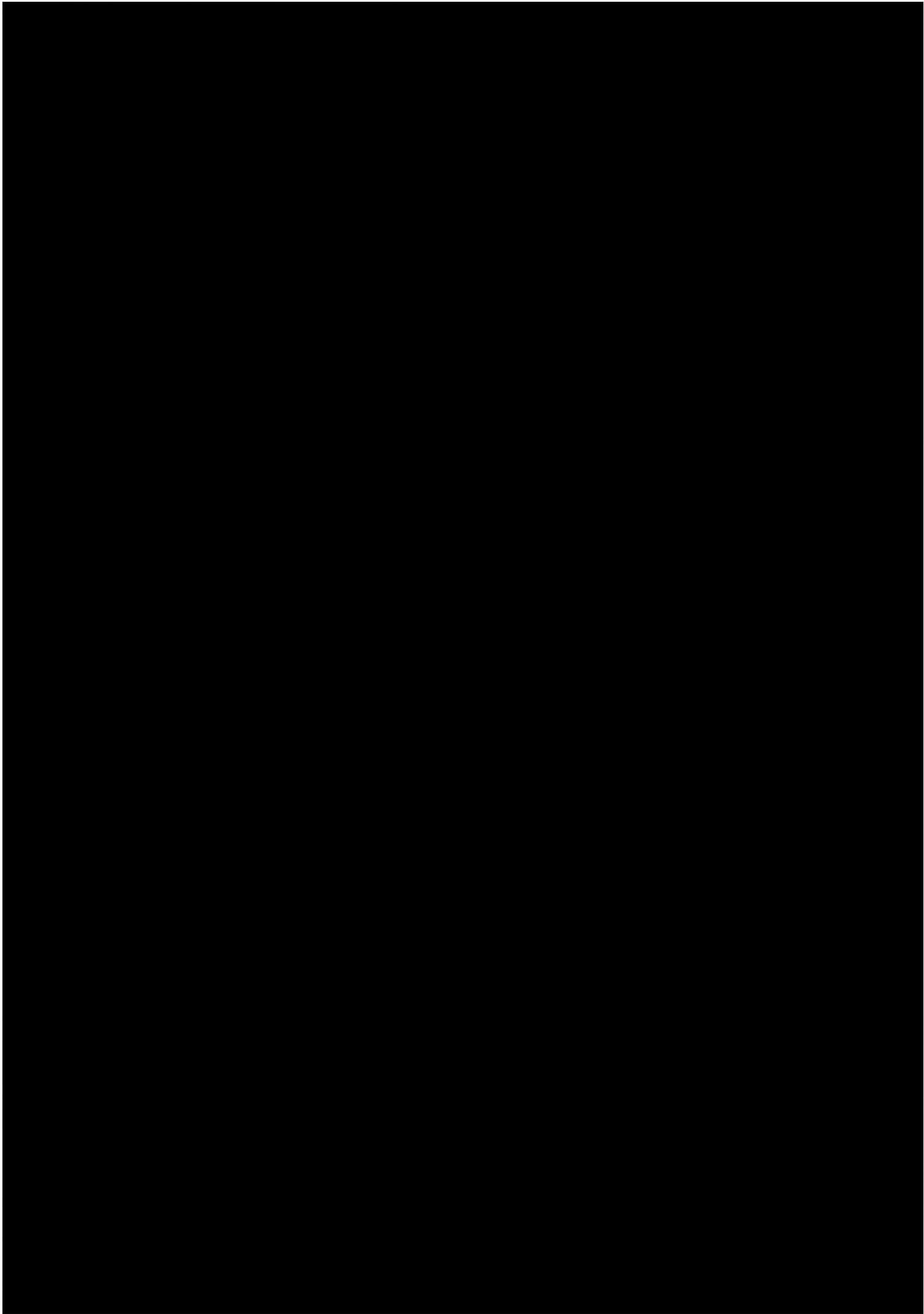


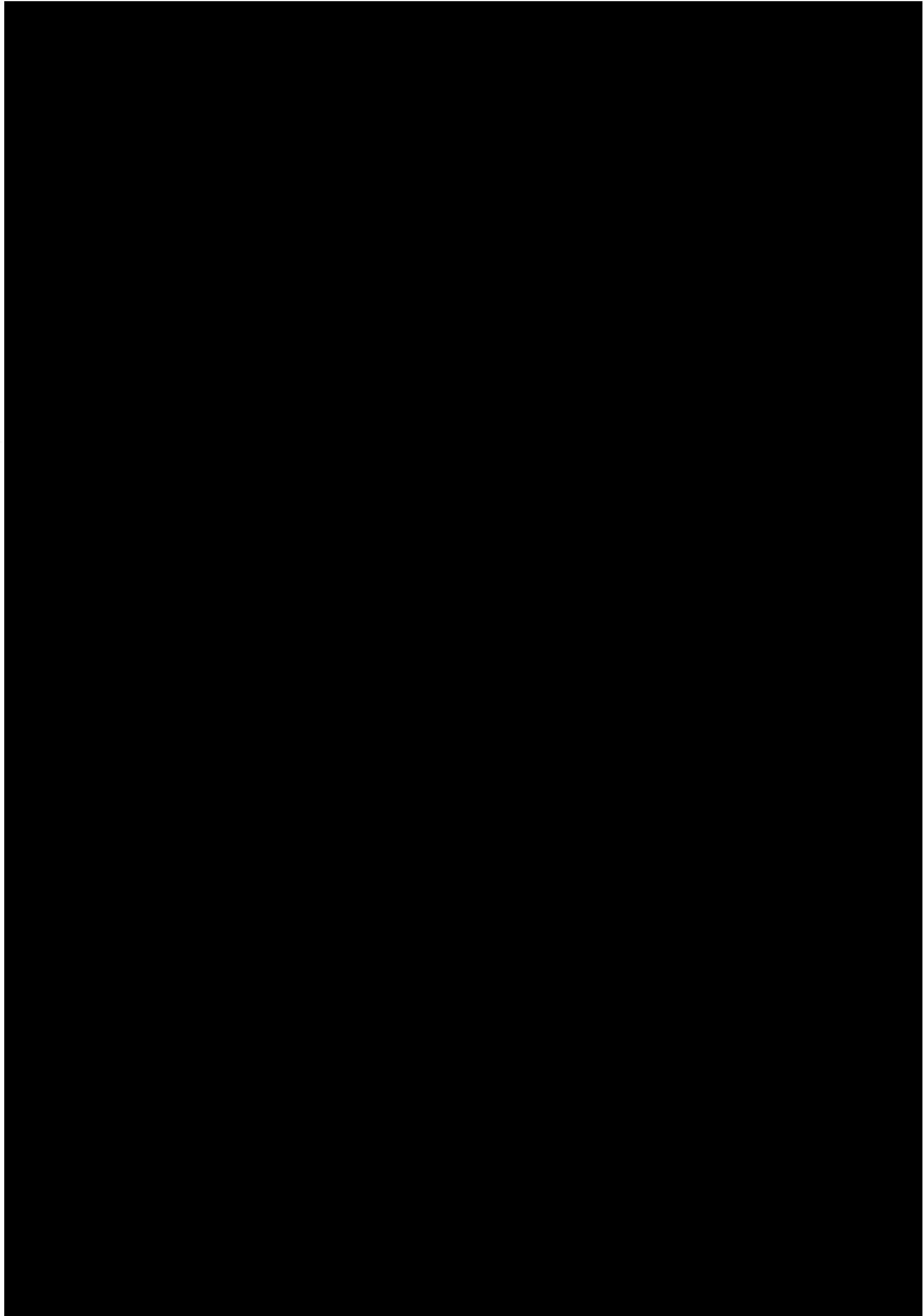


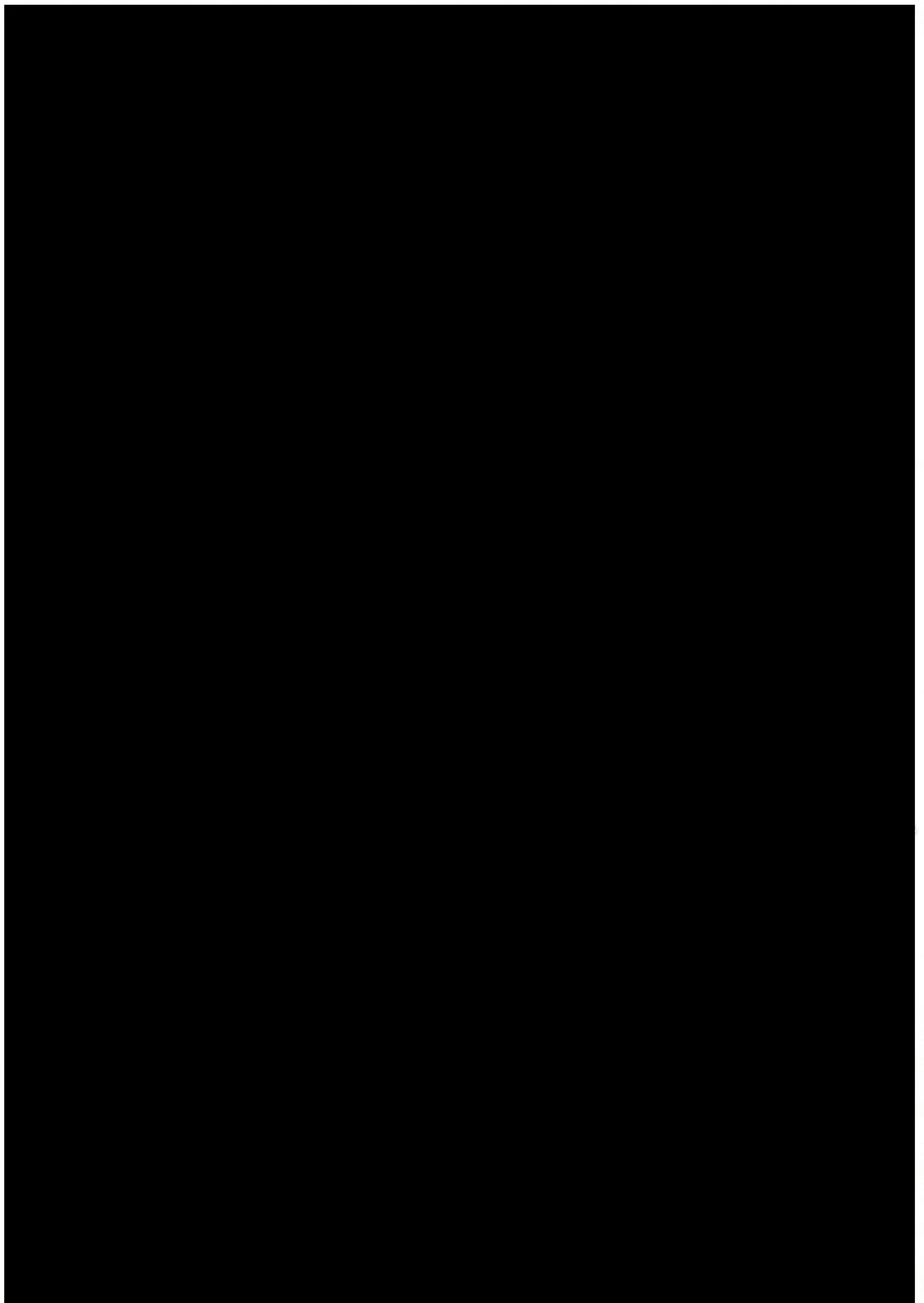






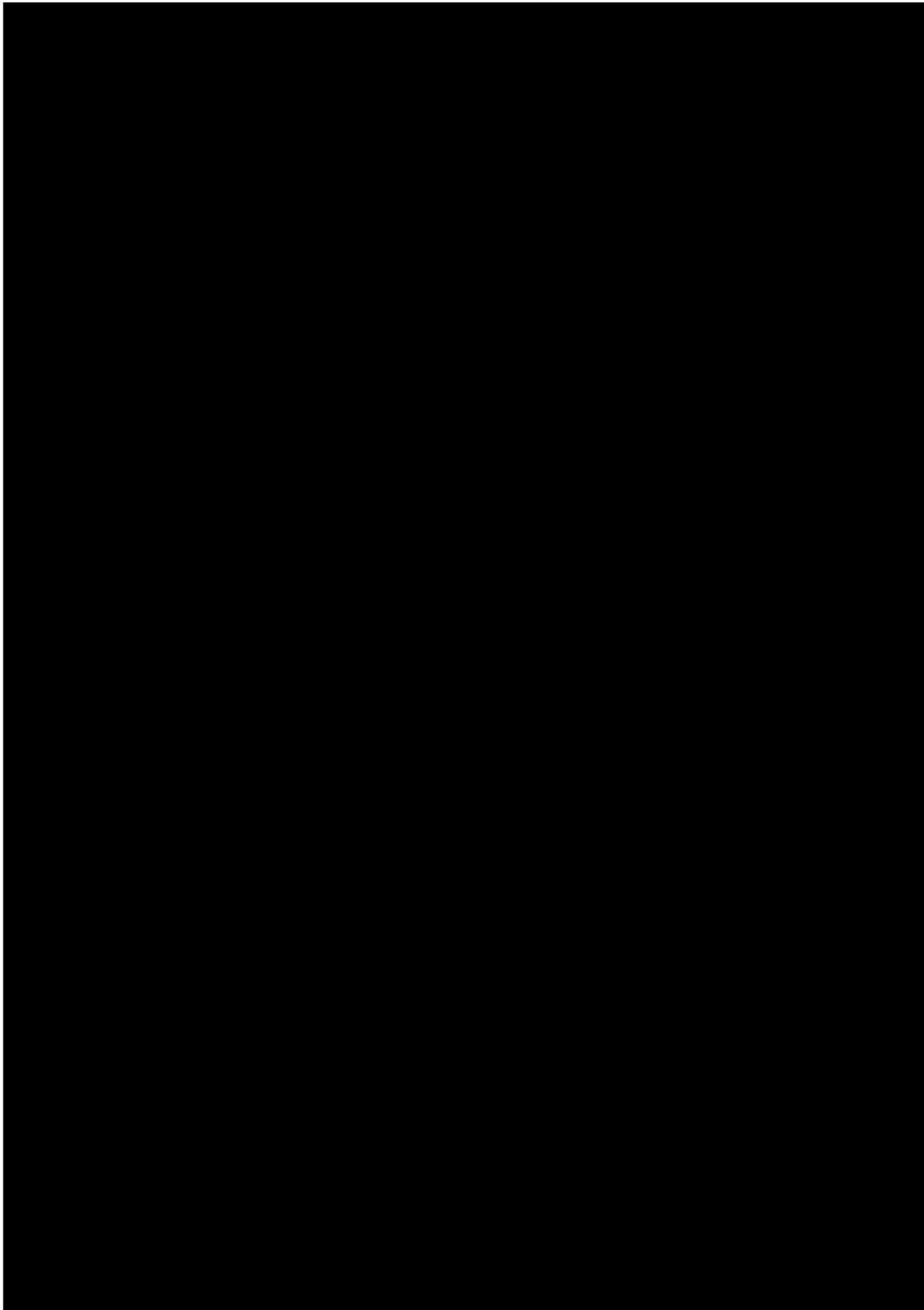


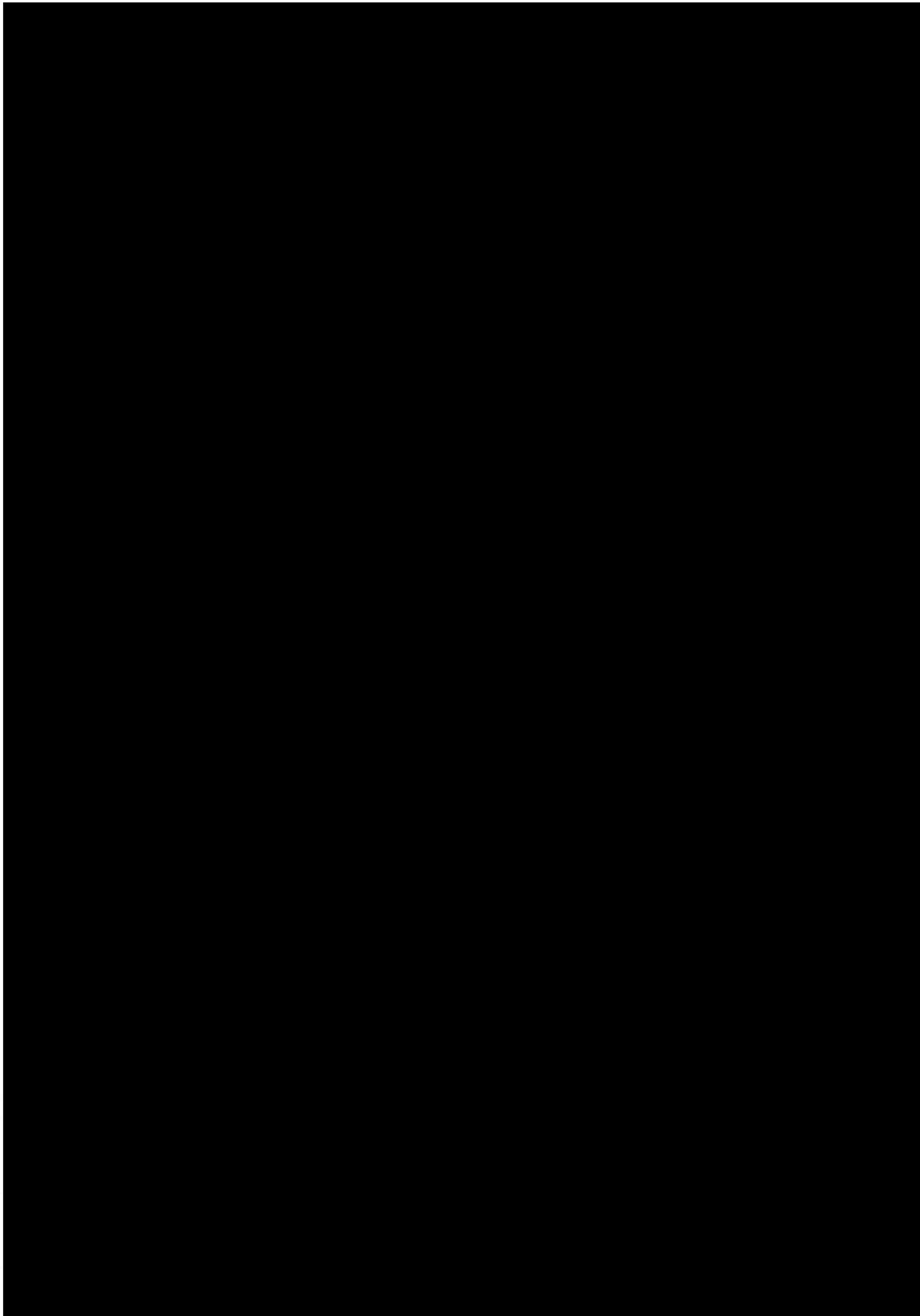


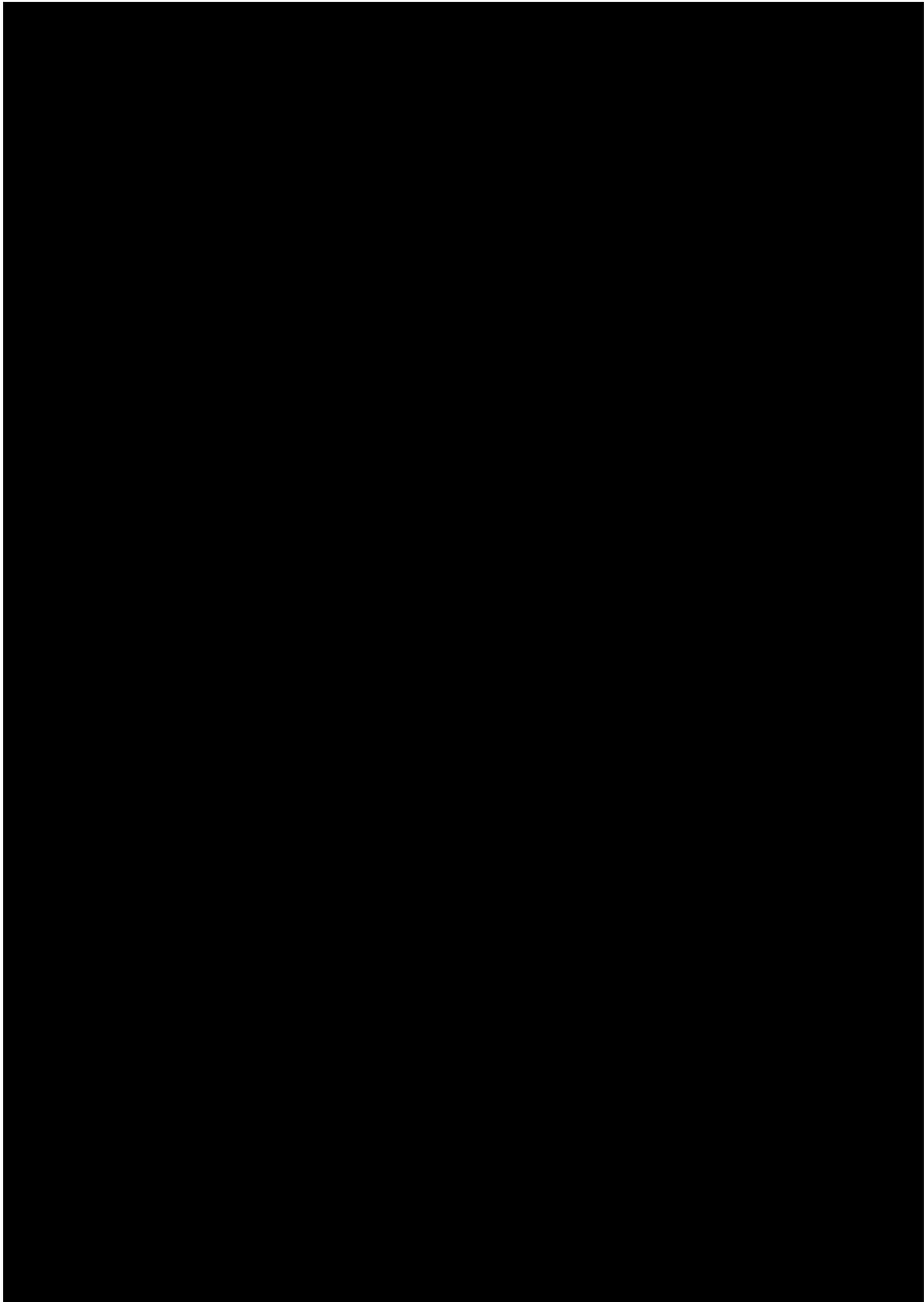


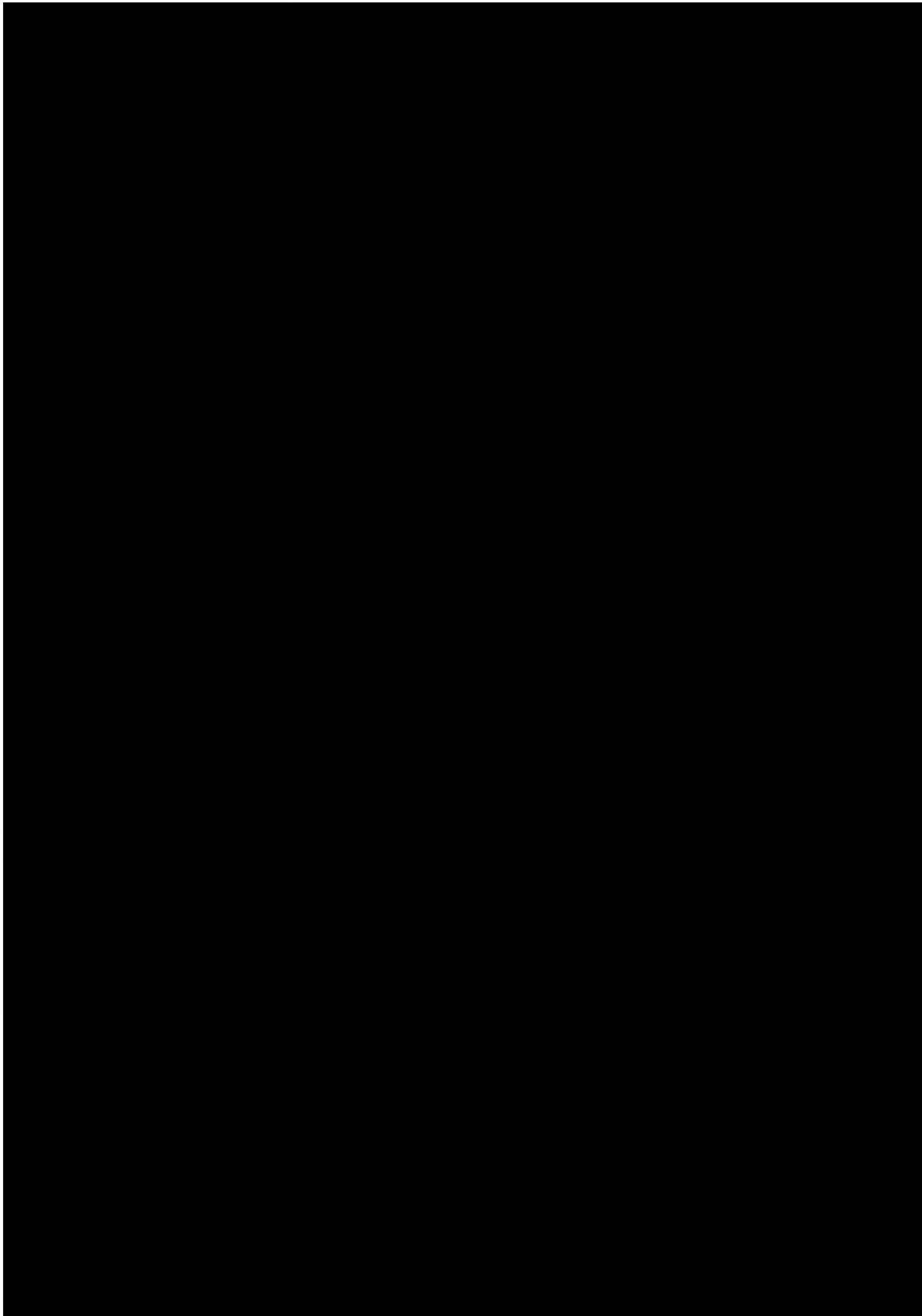
SCHEDULE D15. – ISD OPERATIONS PRINCIPLES

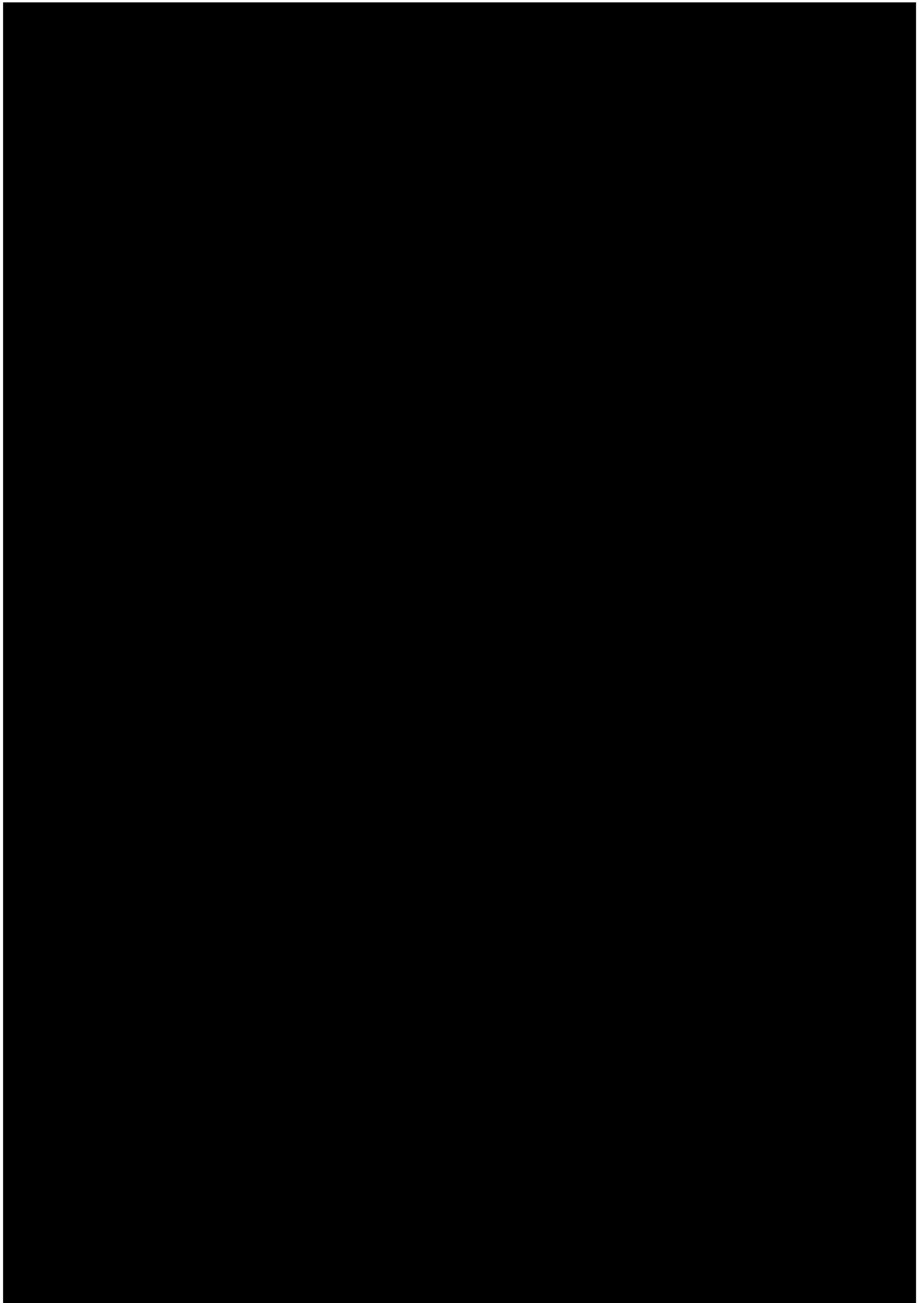
(Schedule A2)





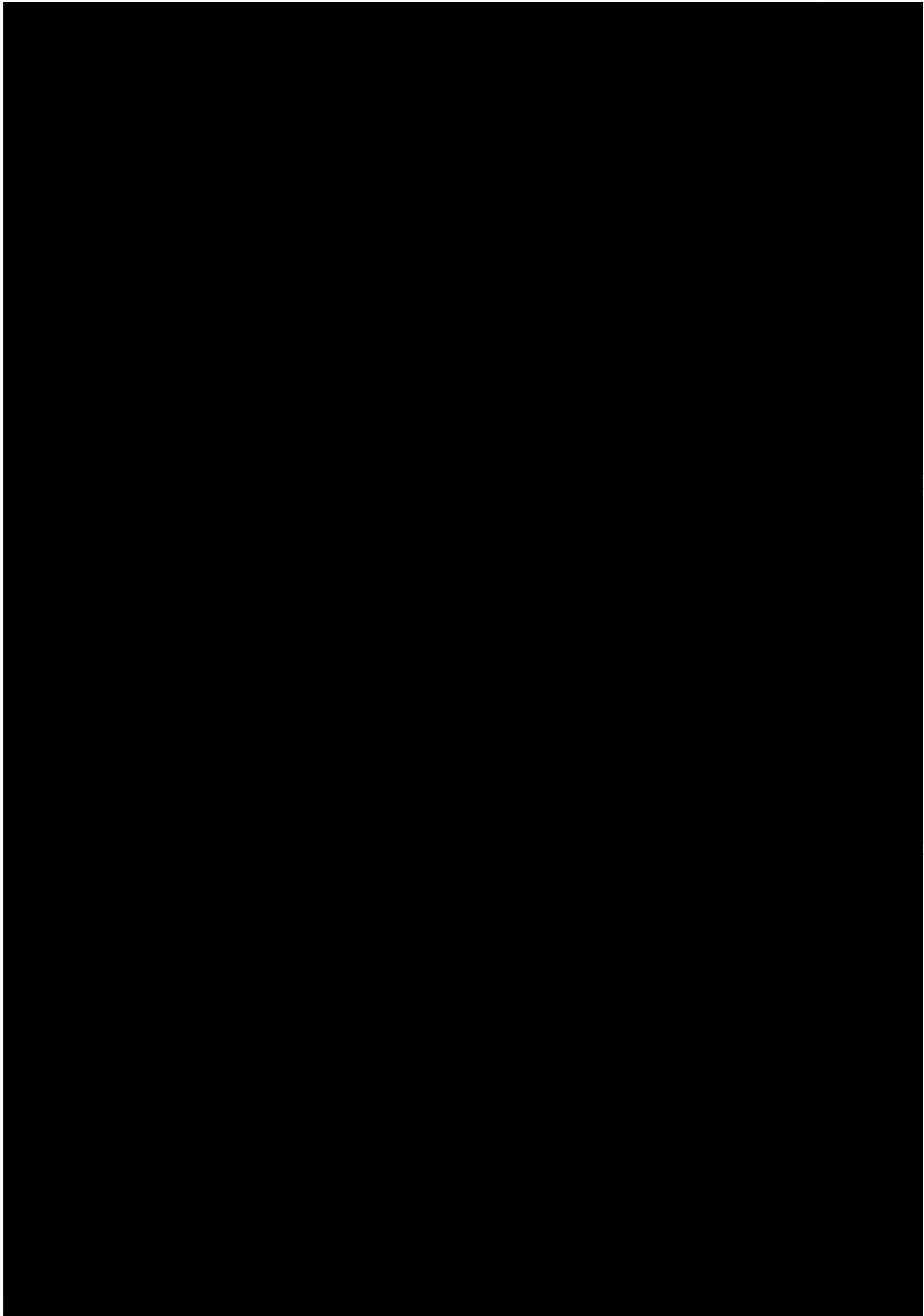


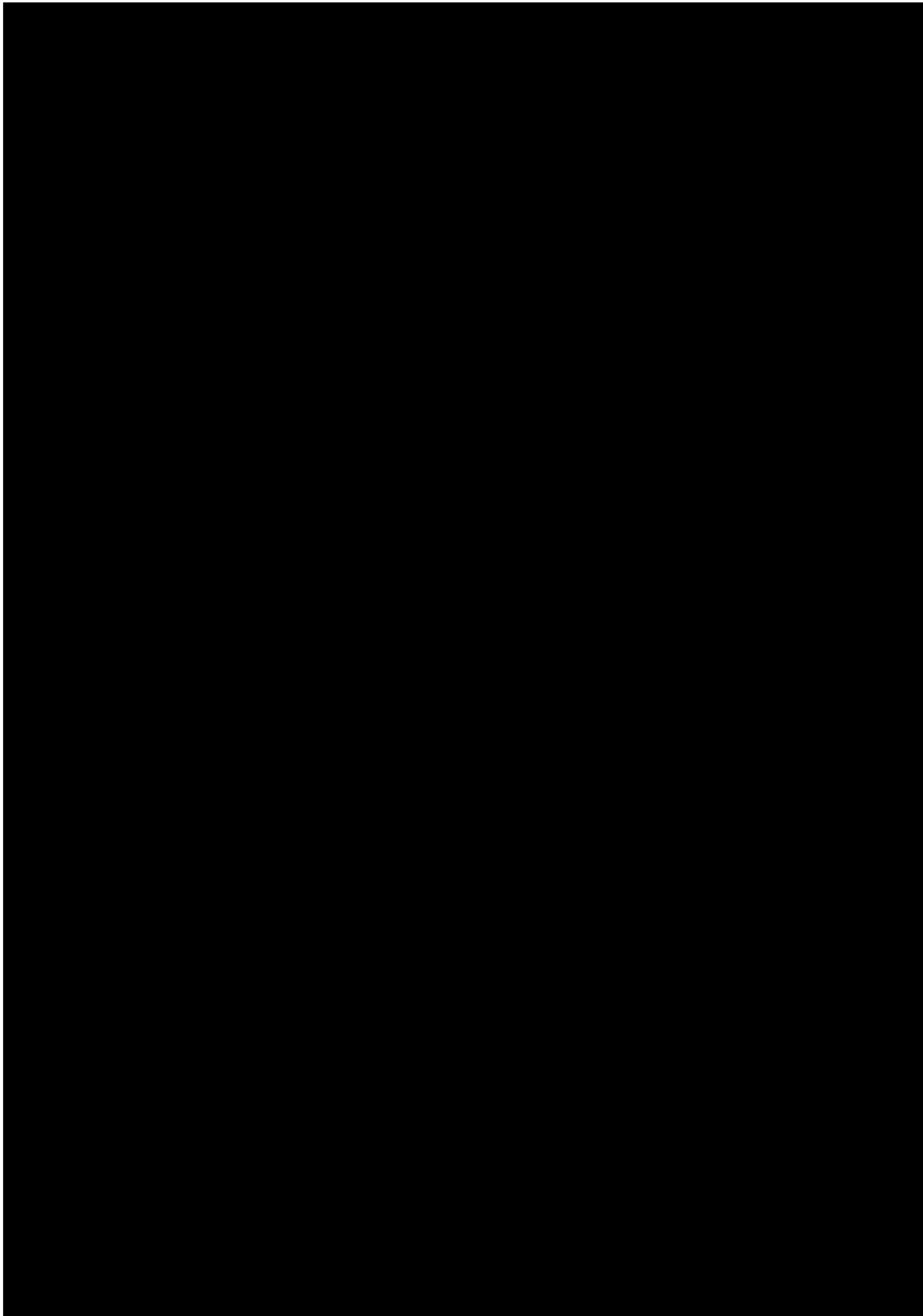


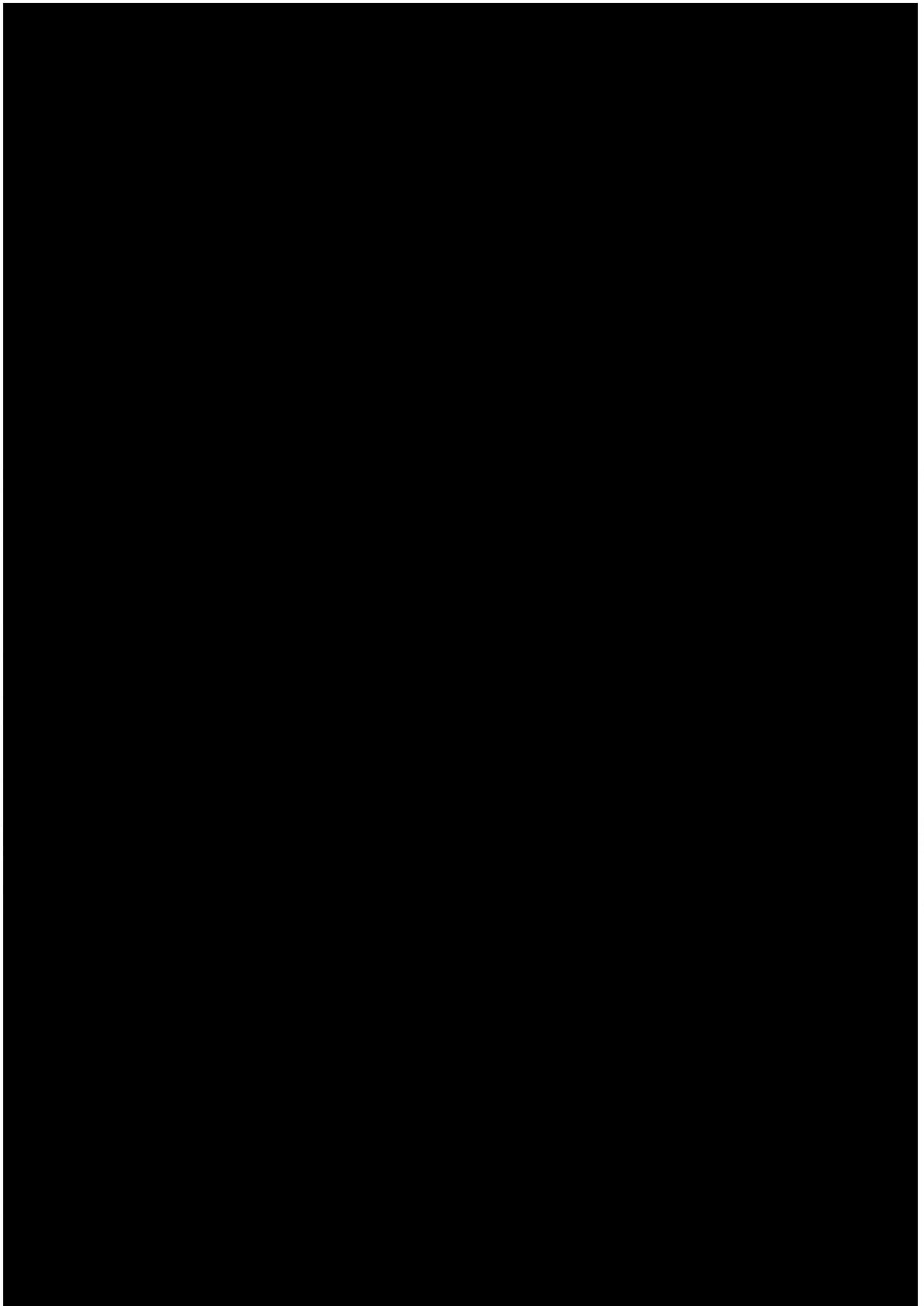


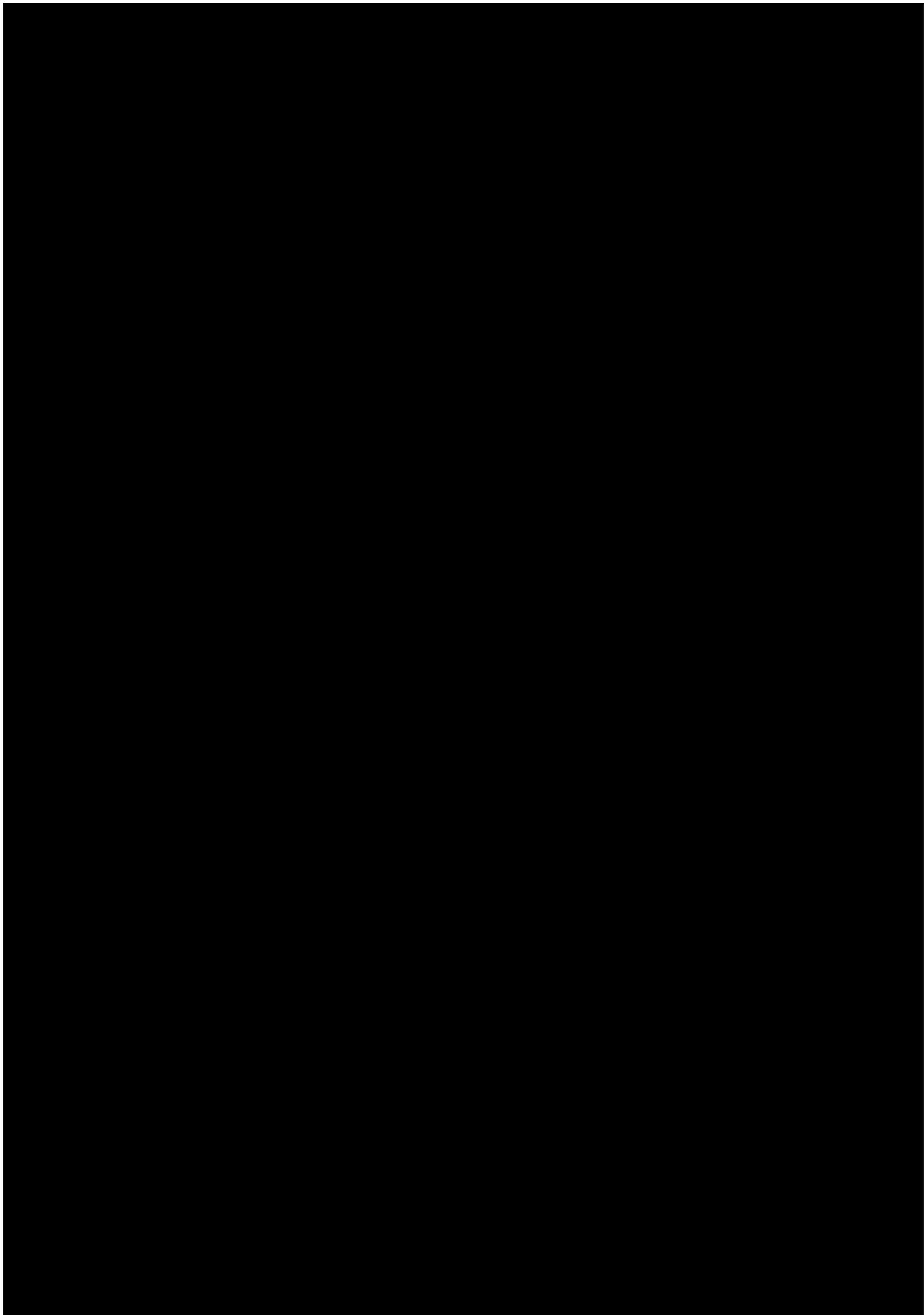
SCHEDULE D16. – SECTION 88B INSTRUMENTS

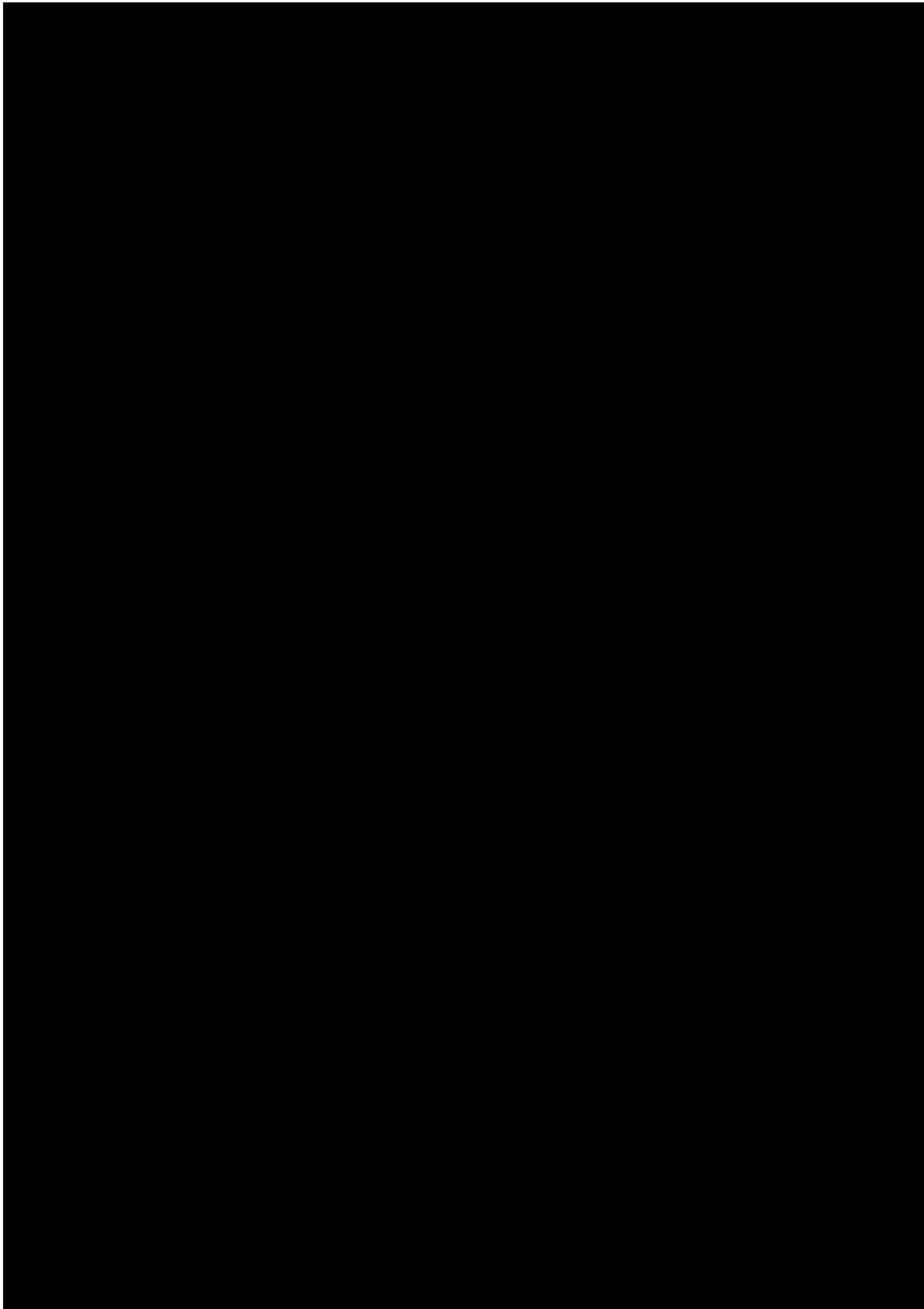
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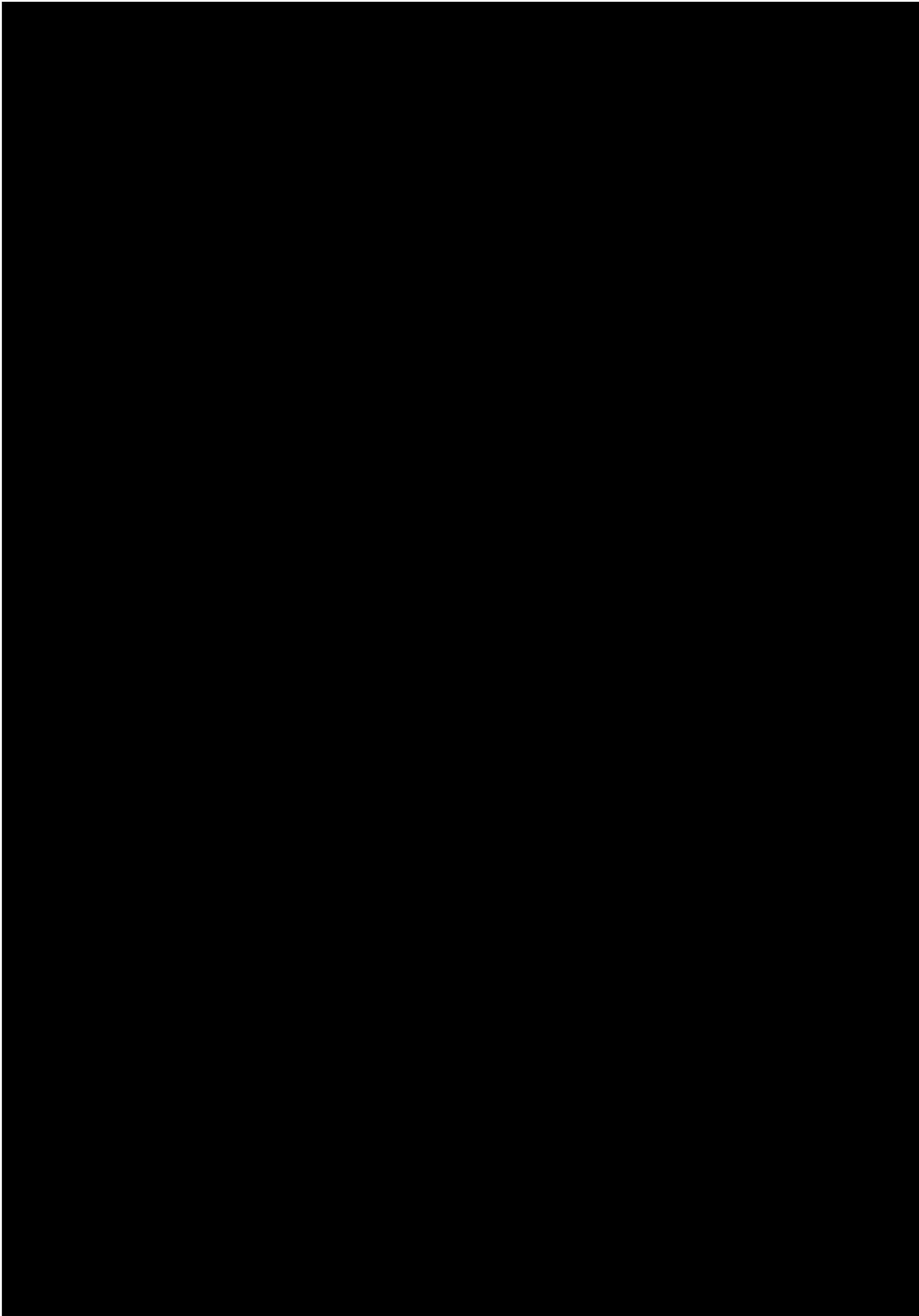


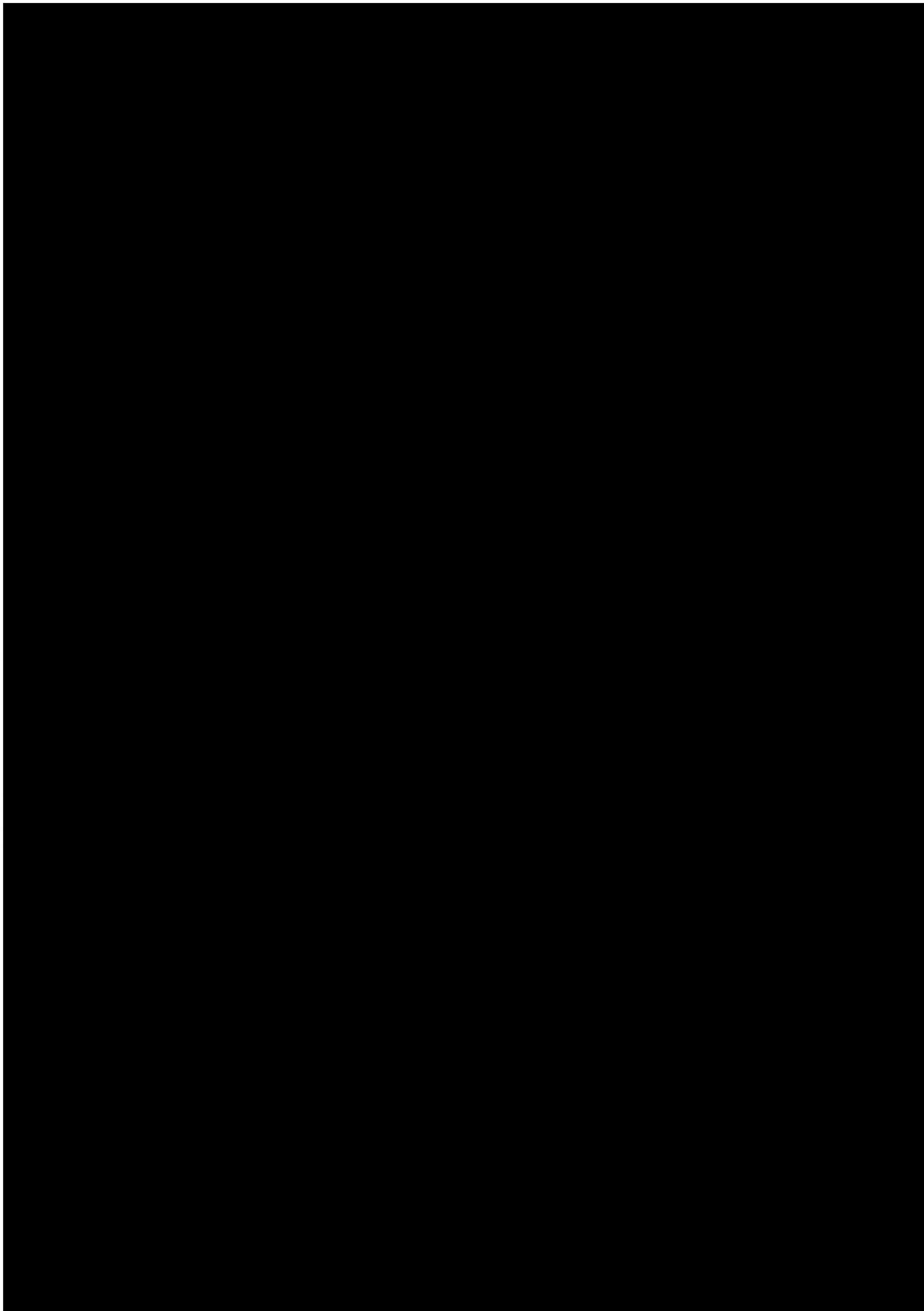


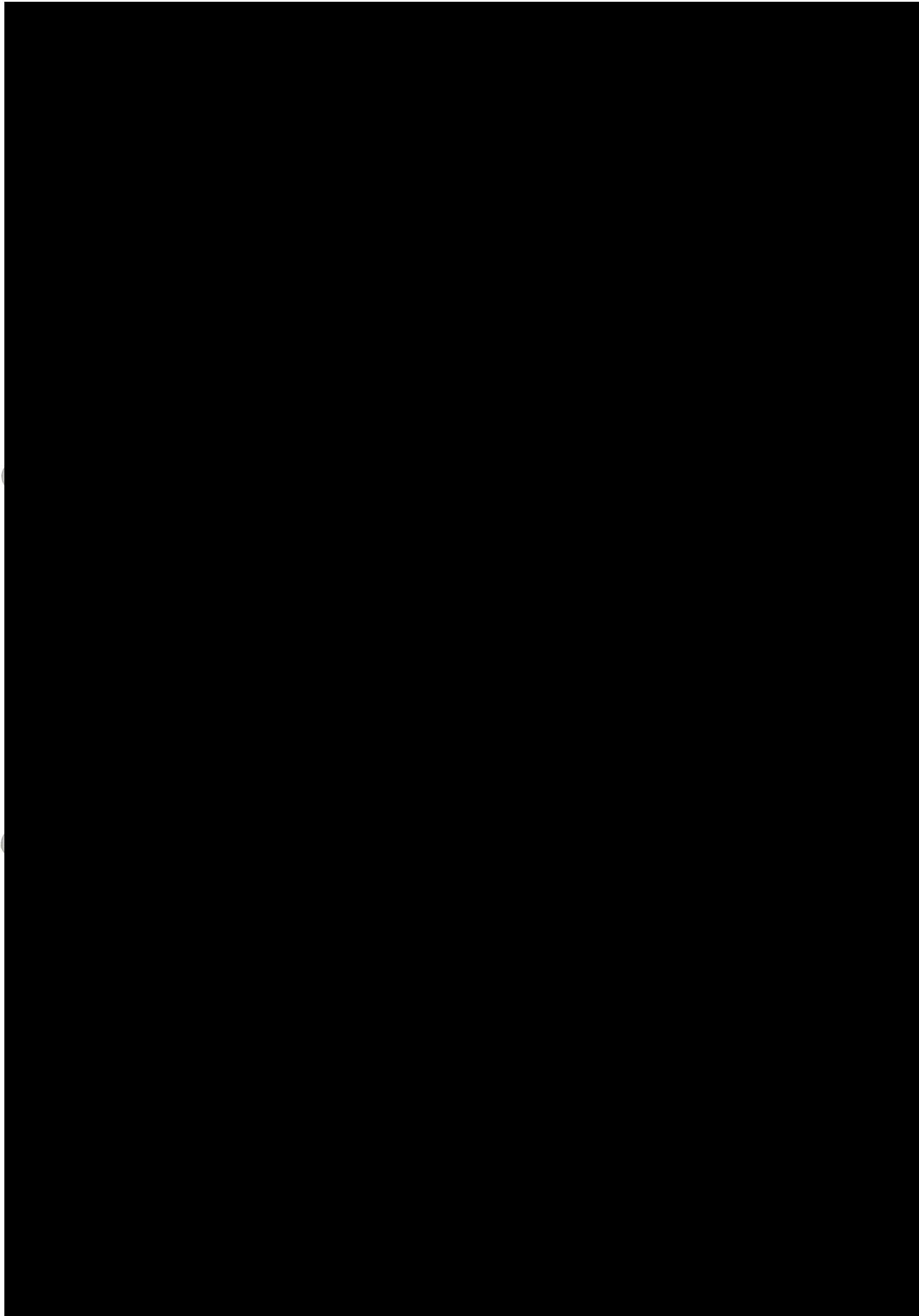


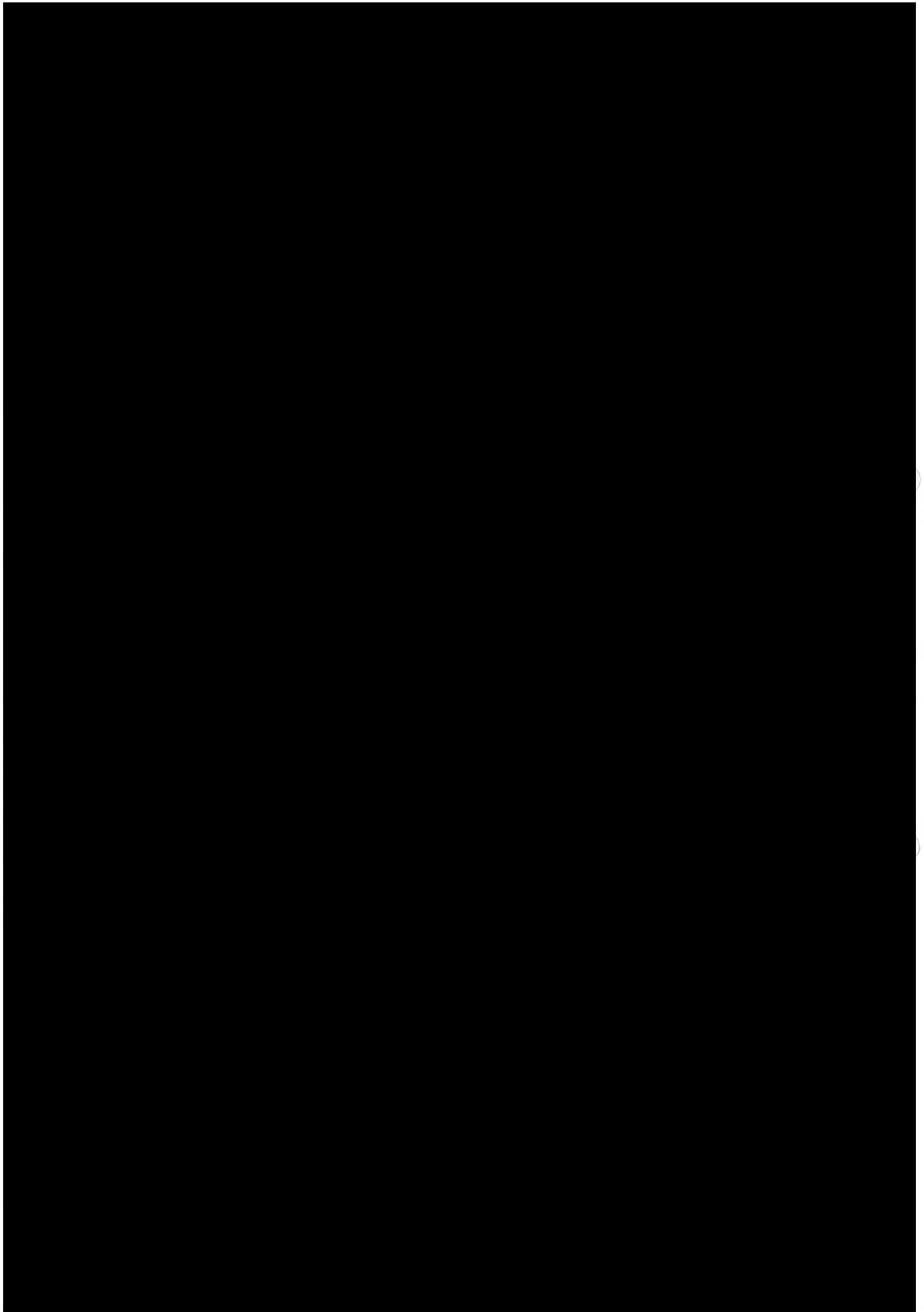


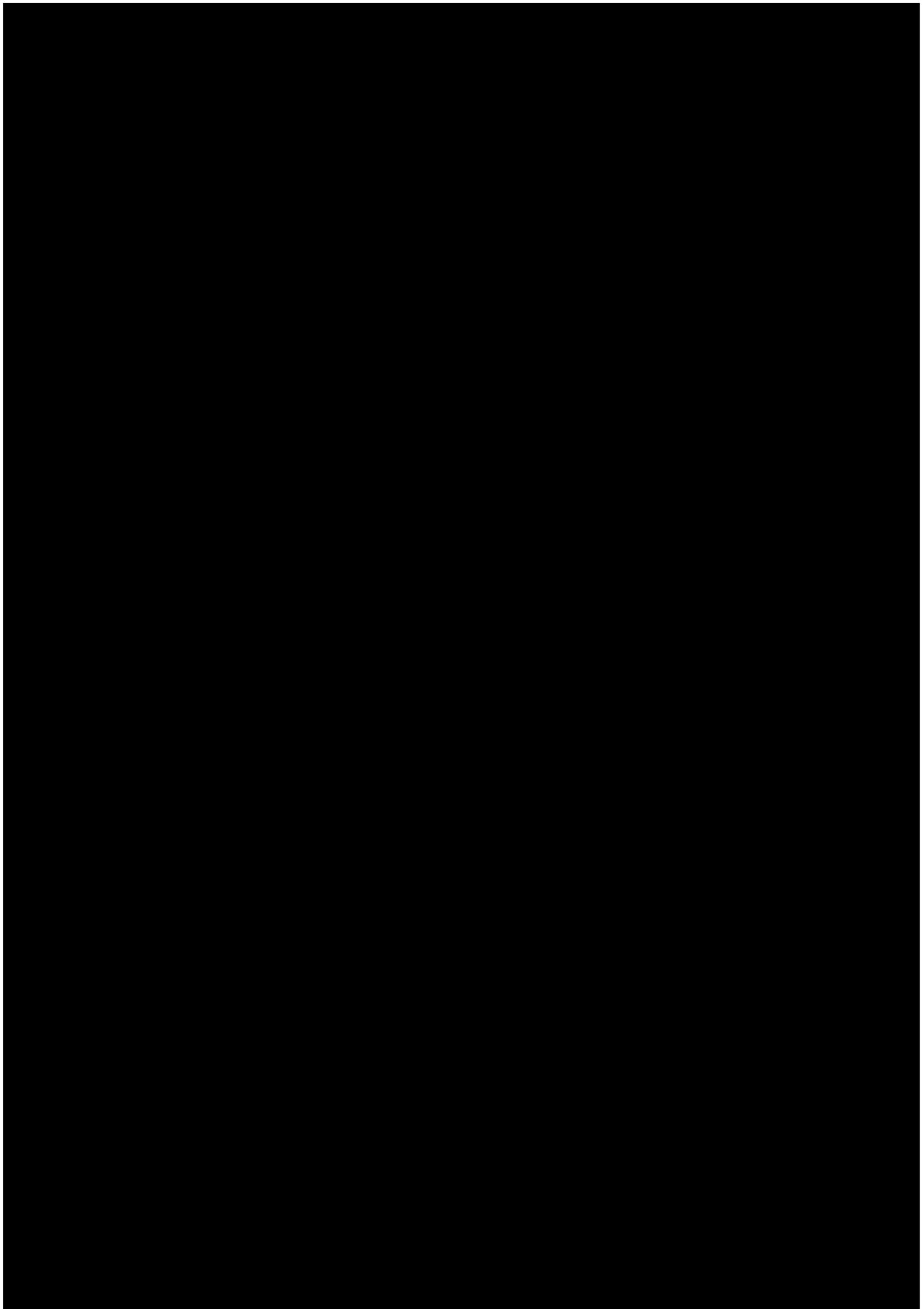


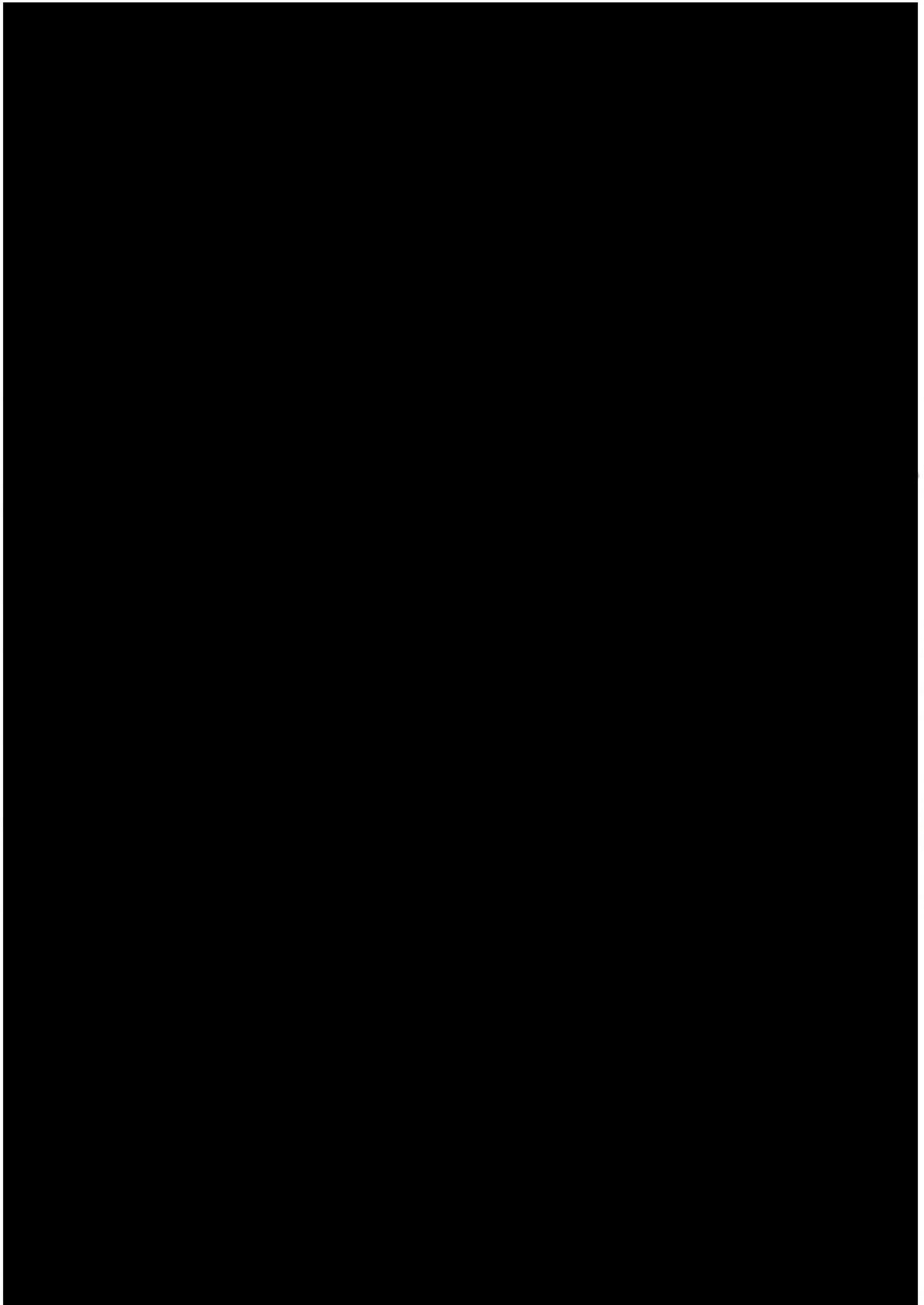


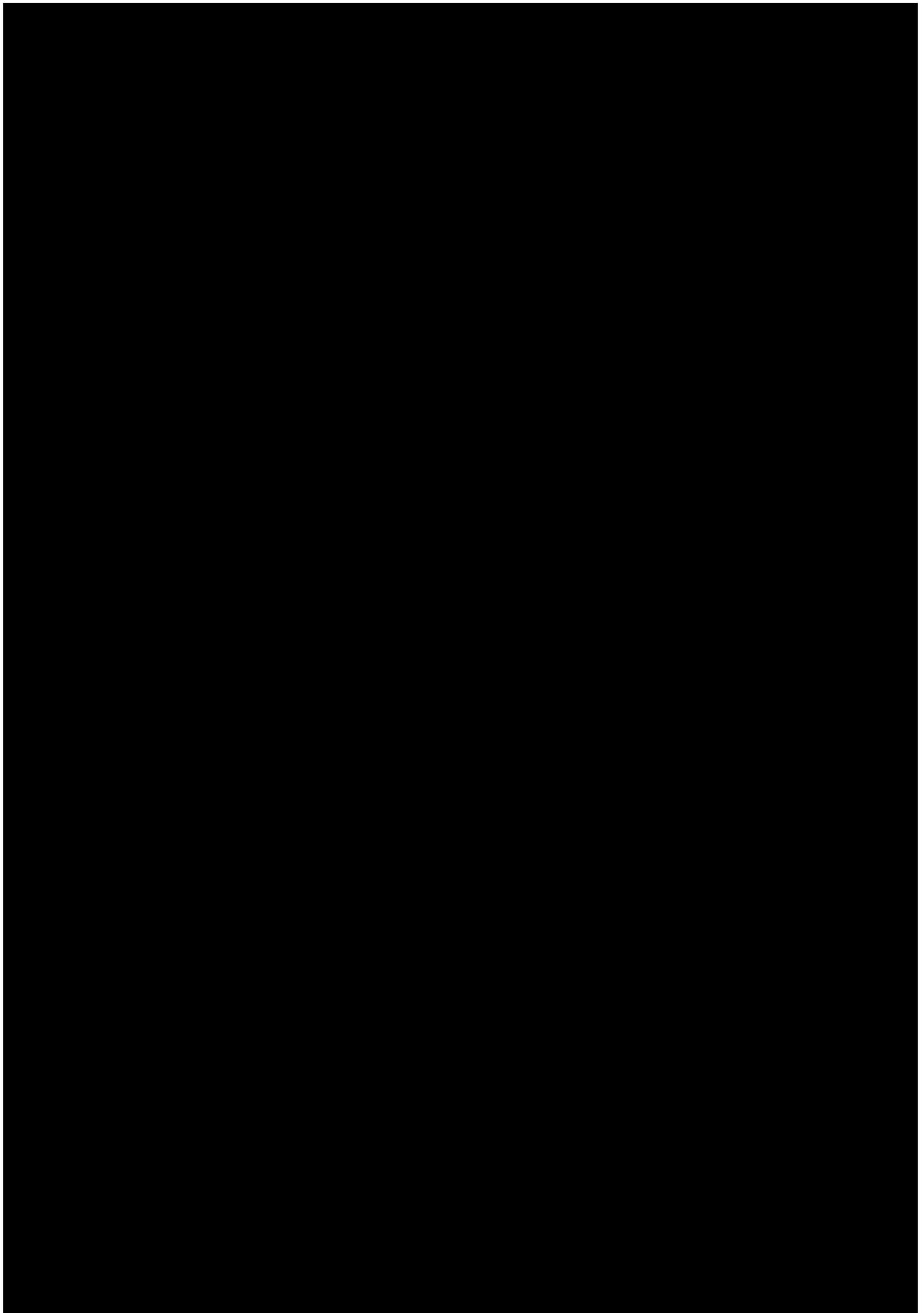


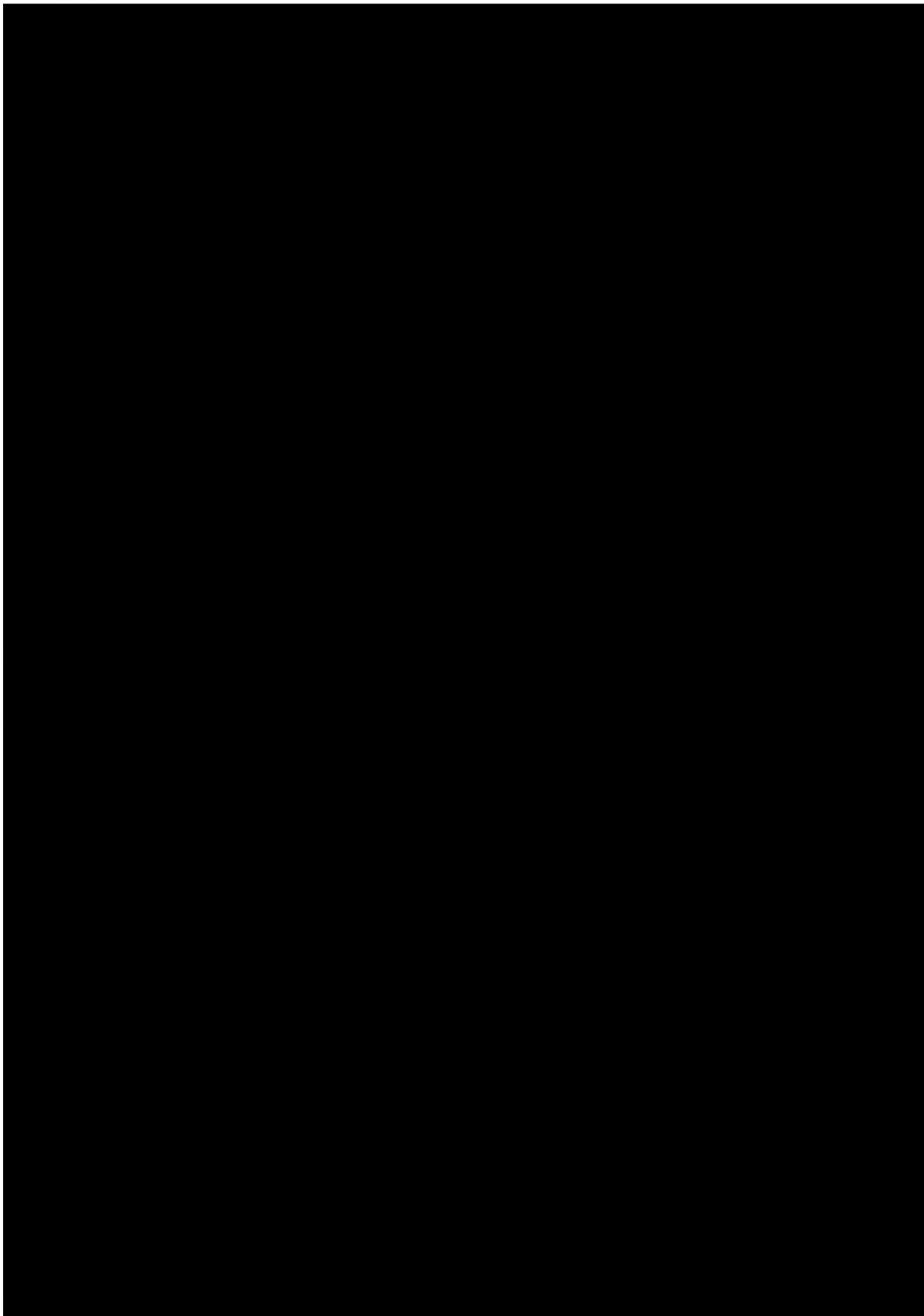


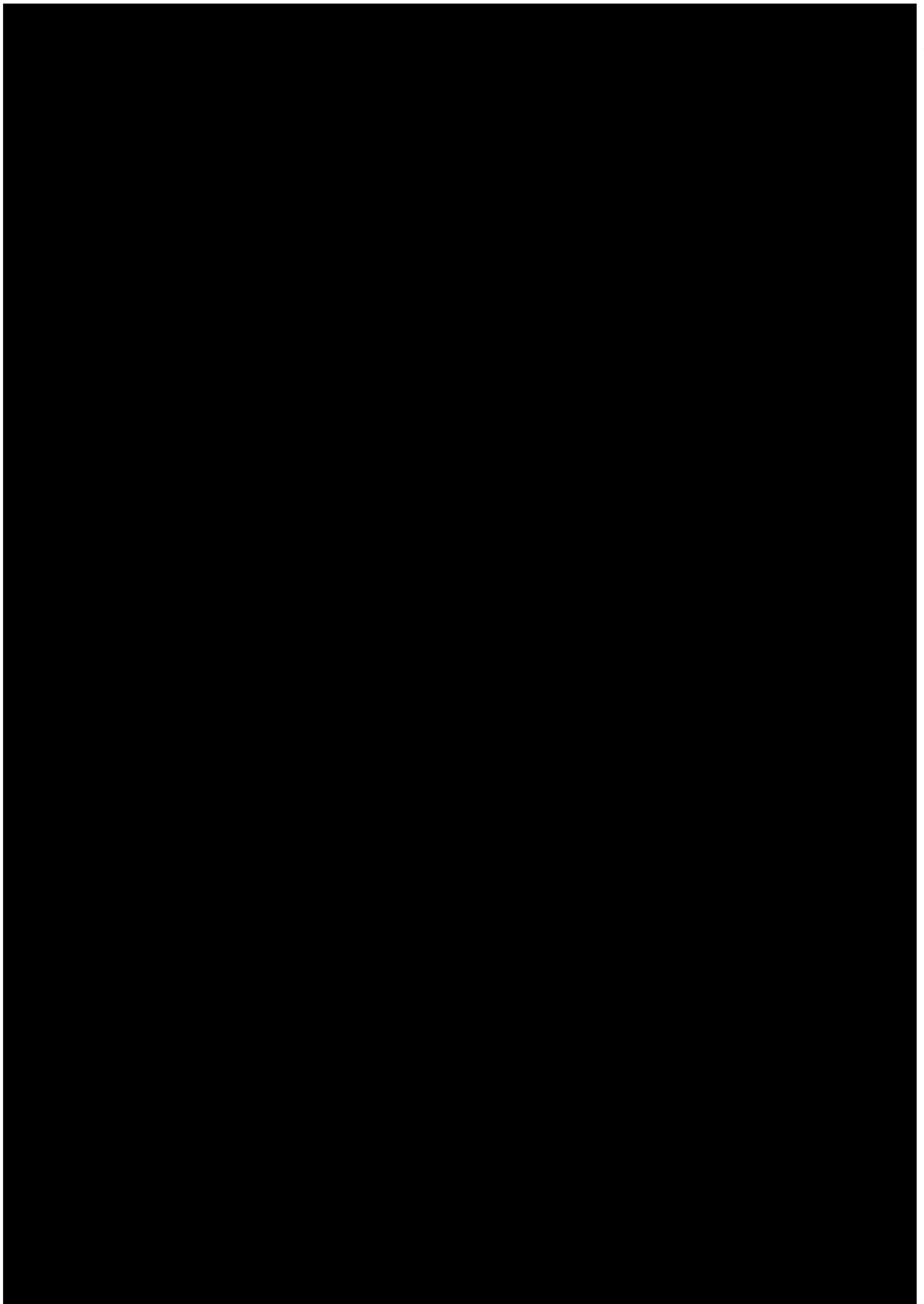


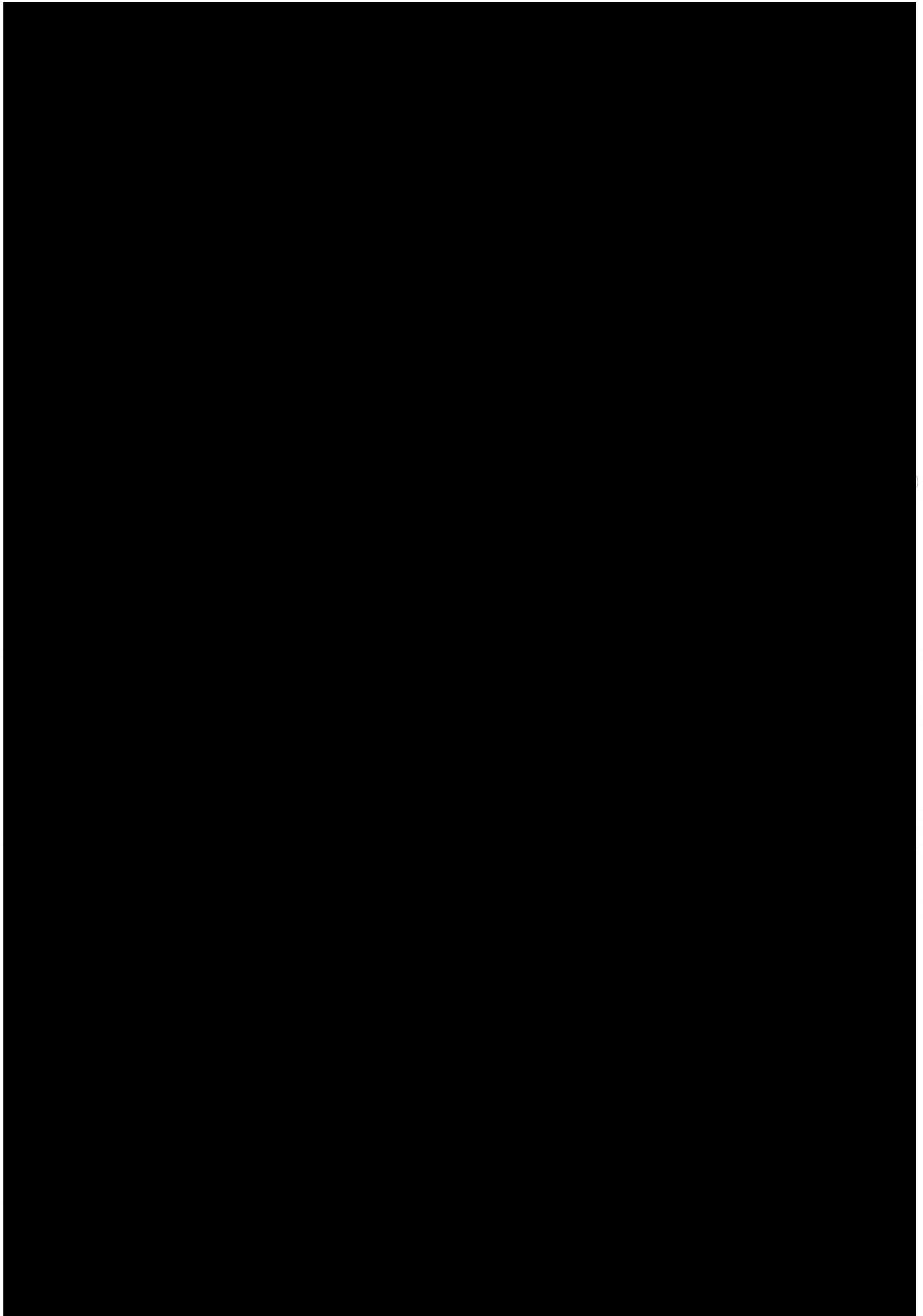


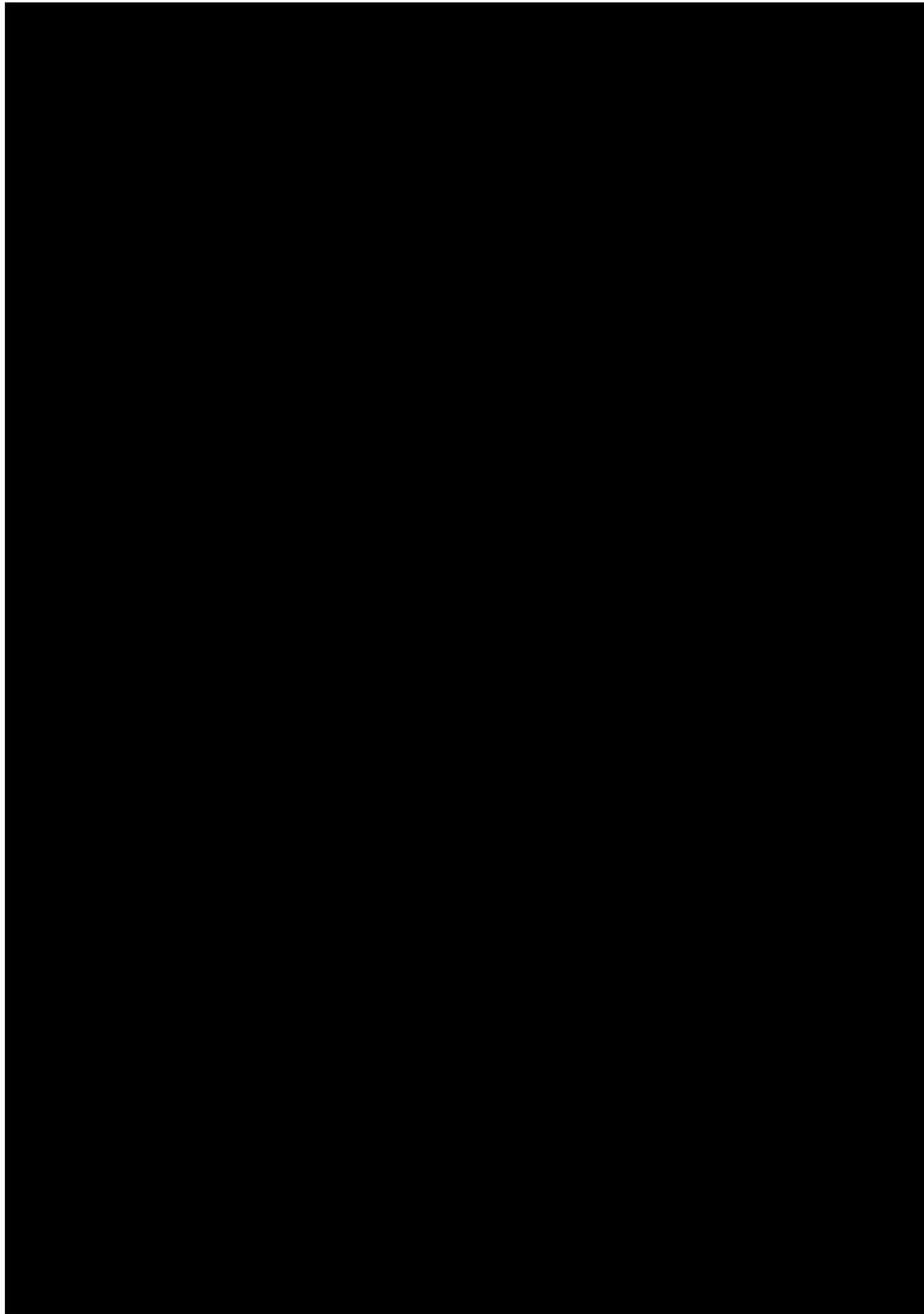


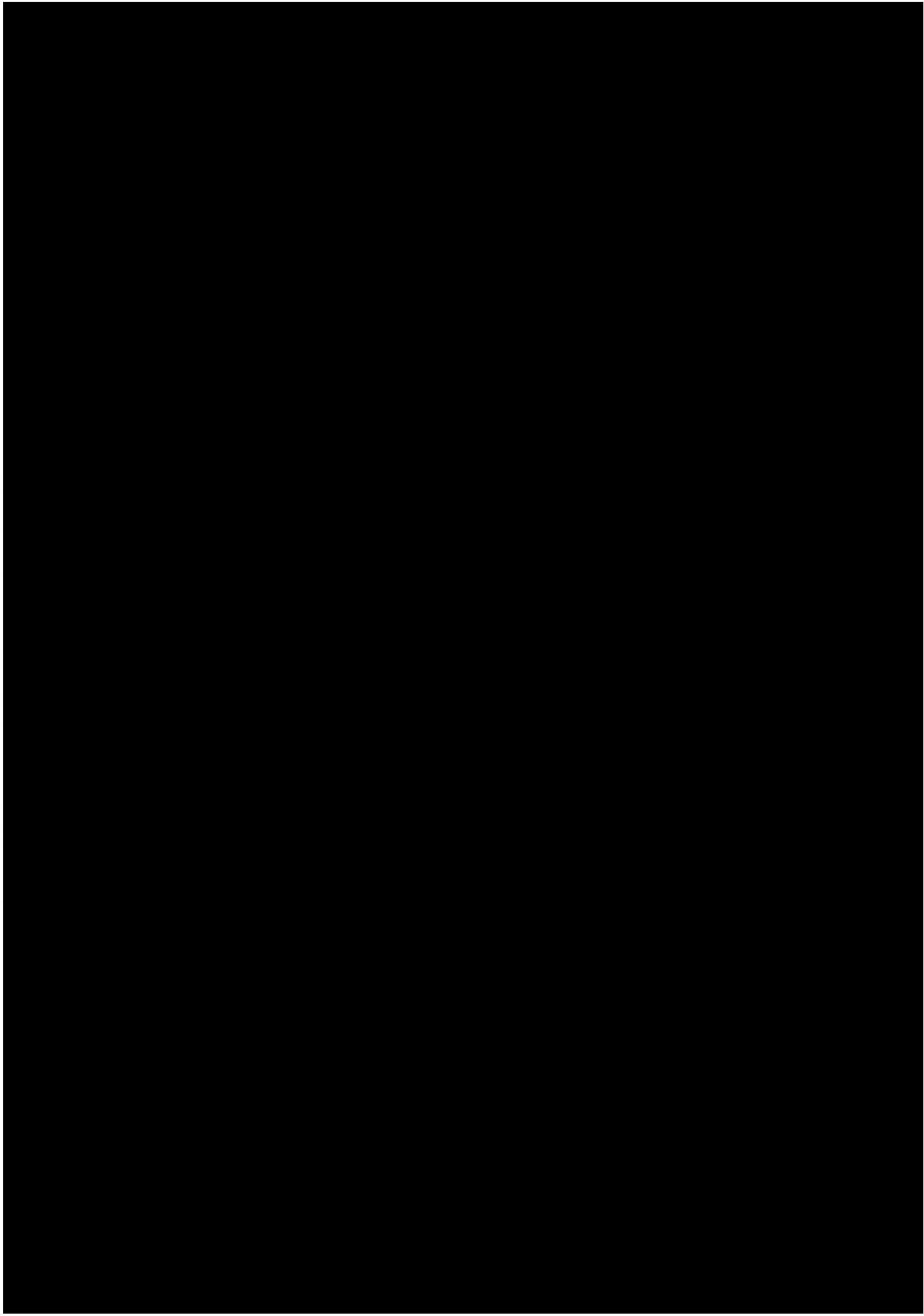


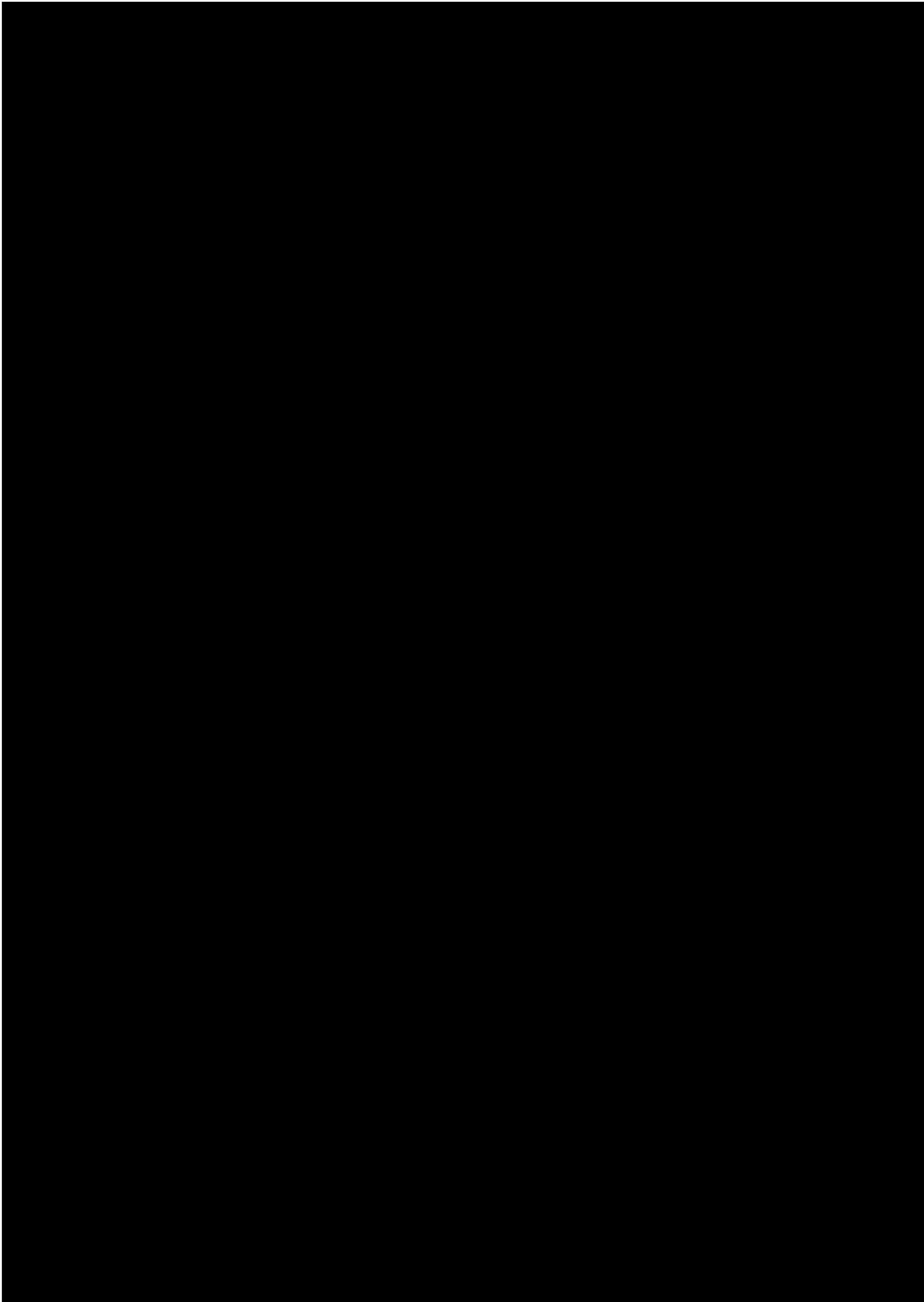


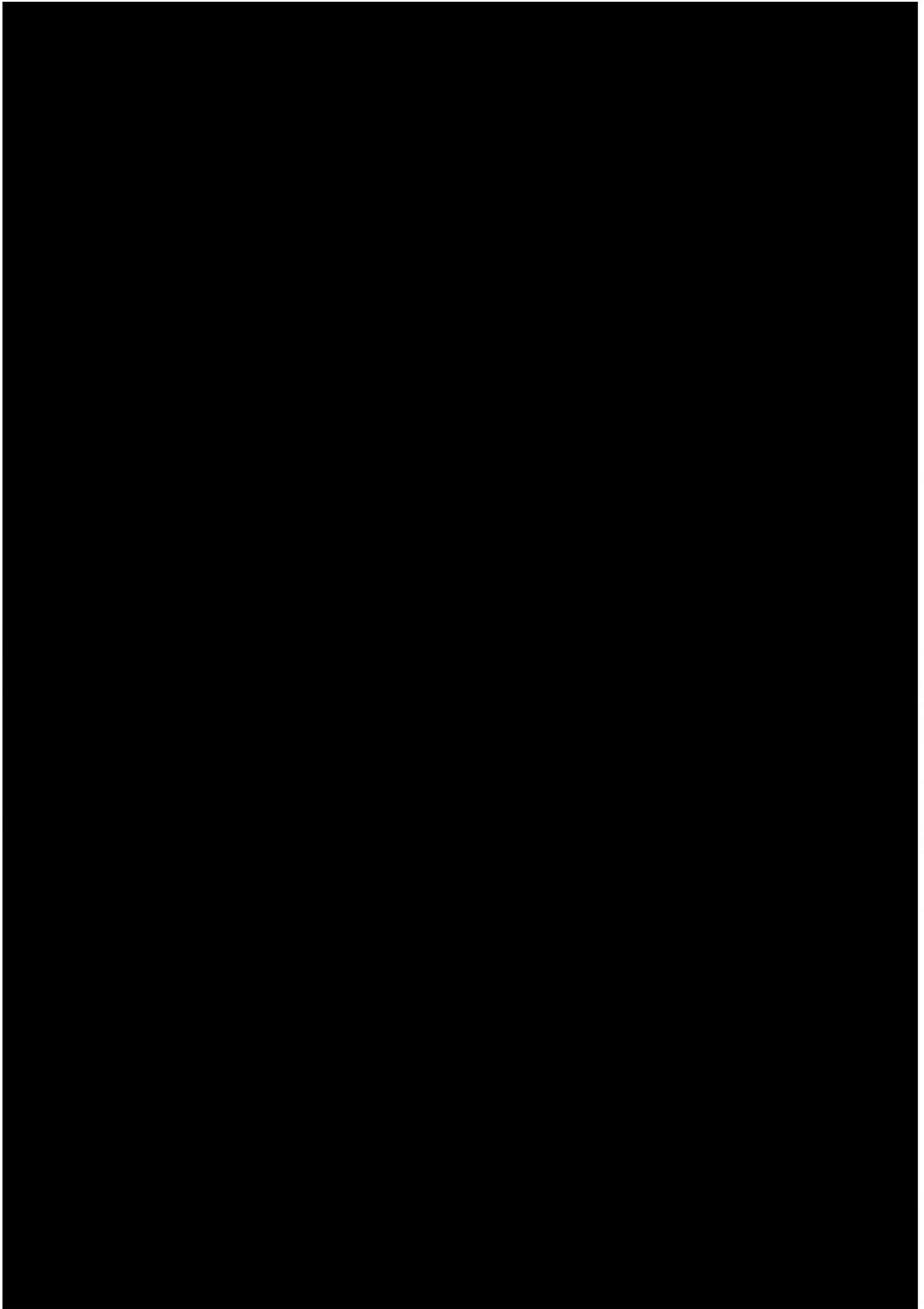


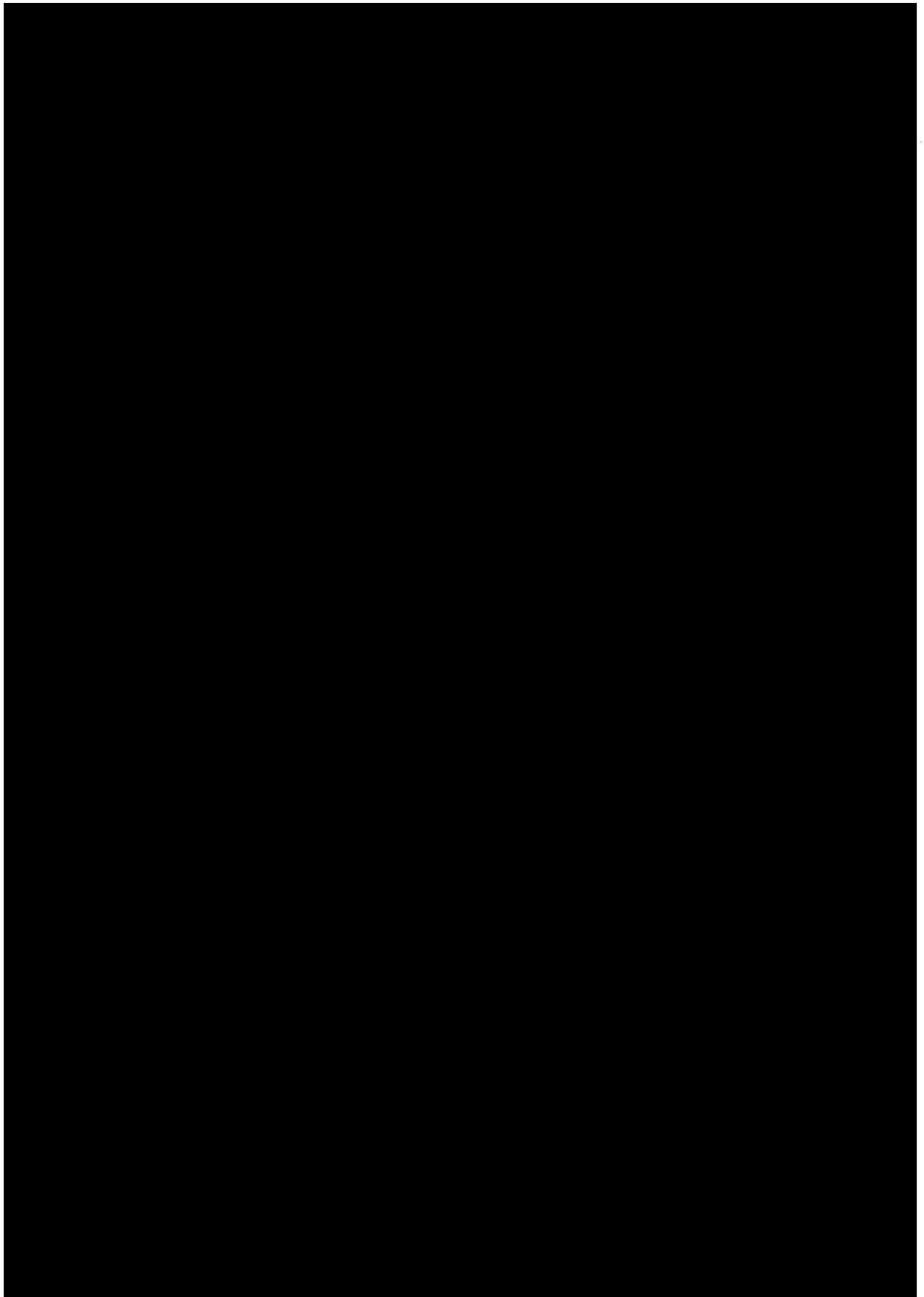


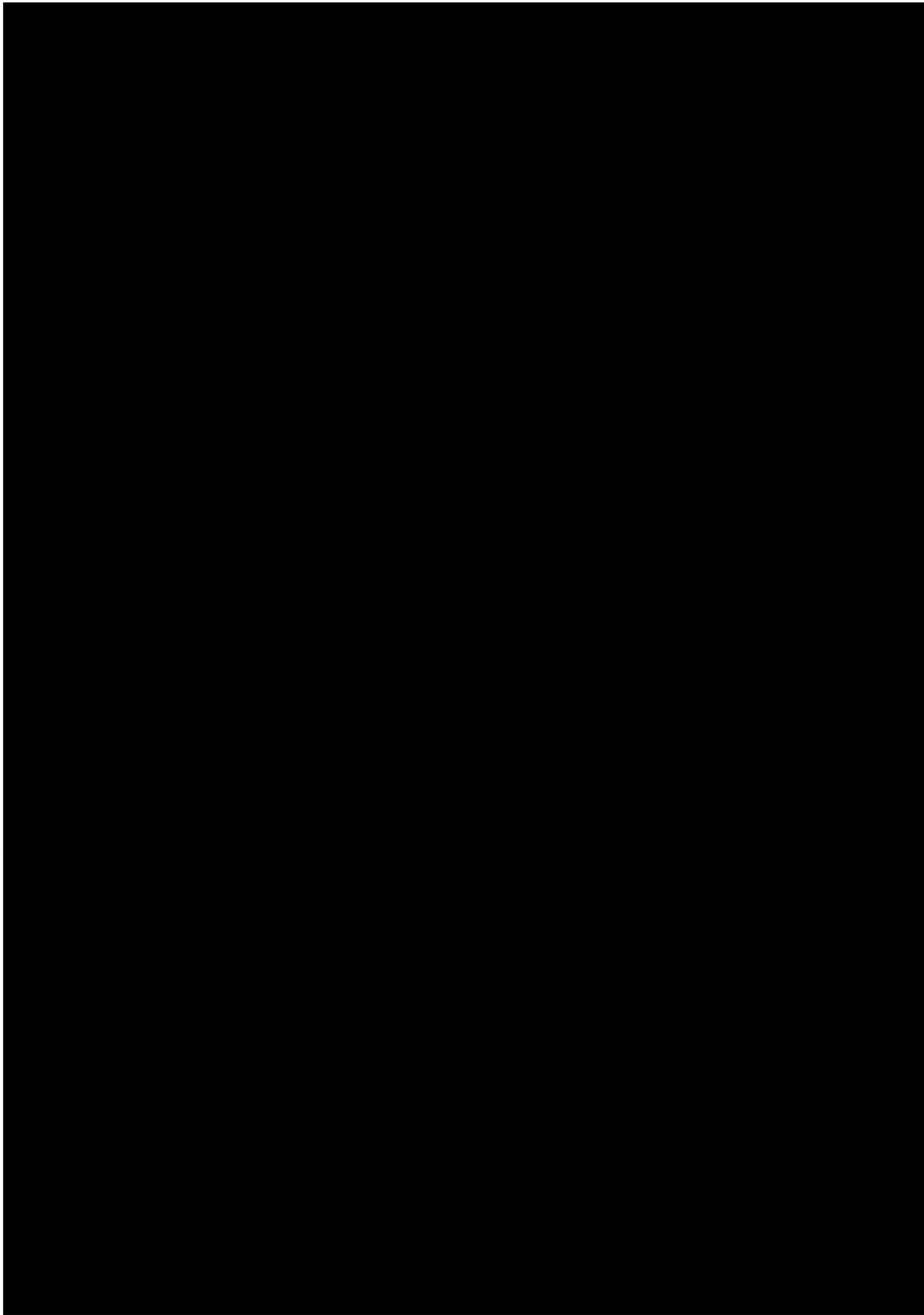


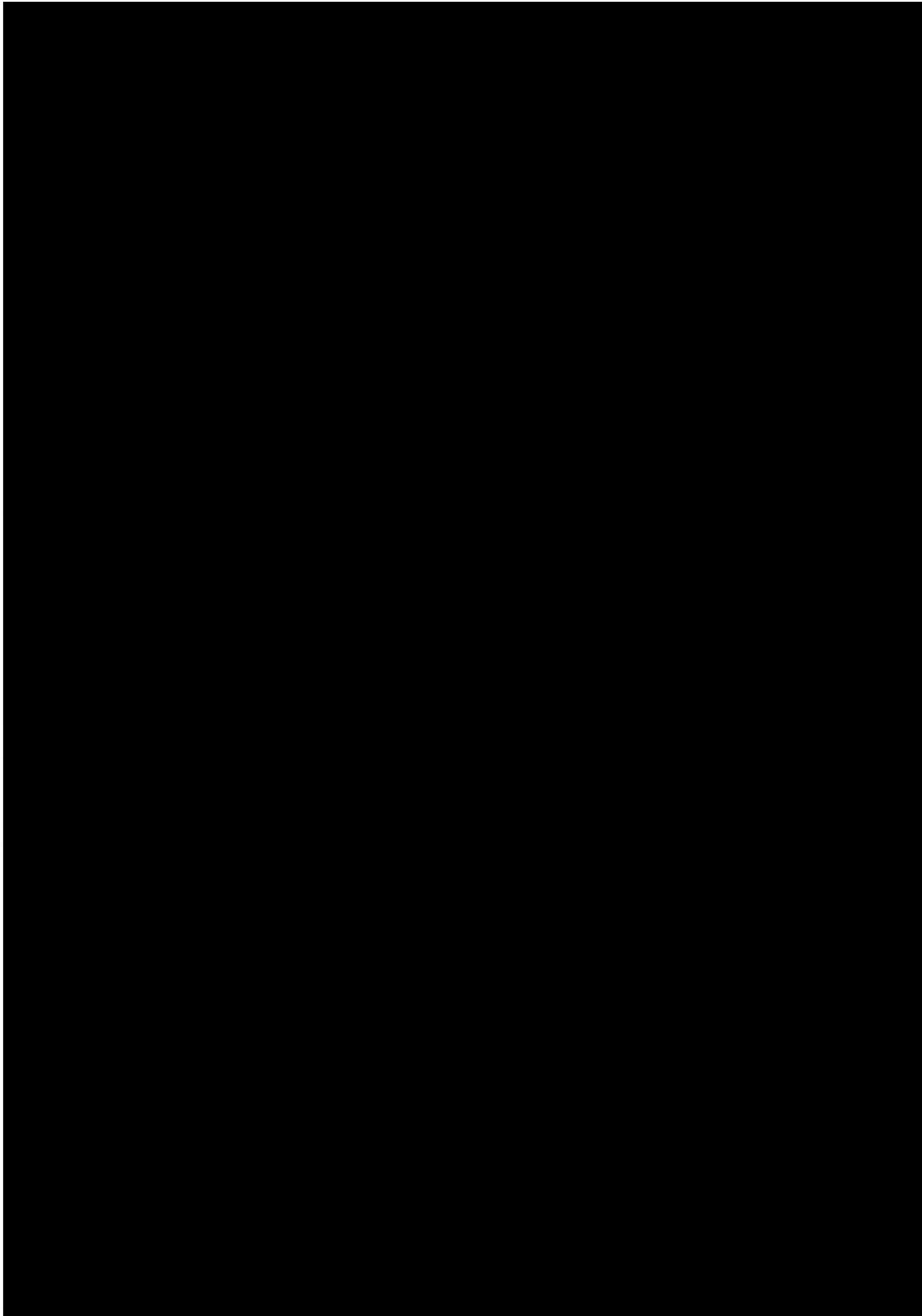


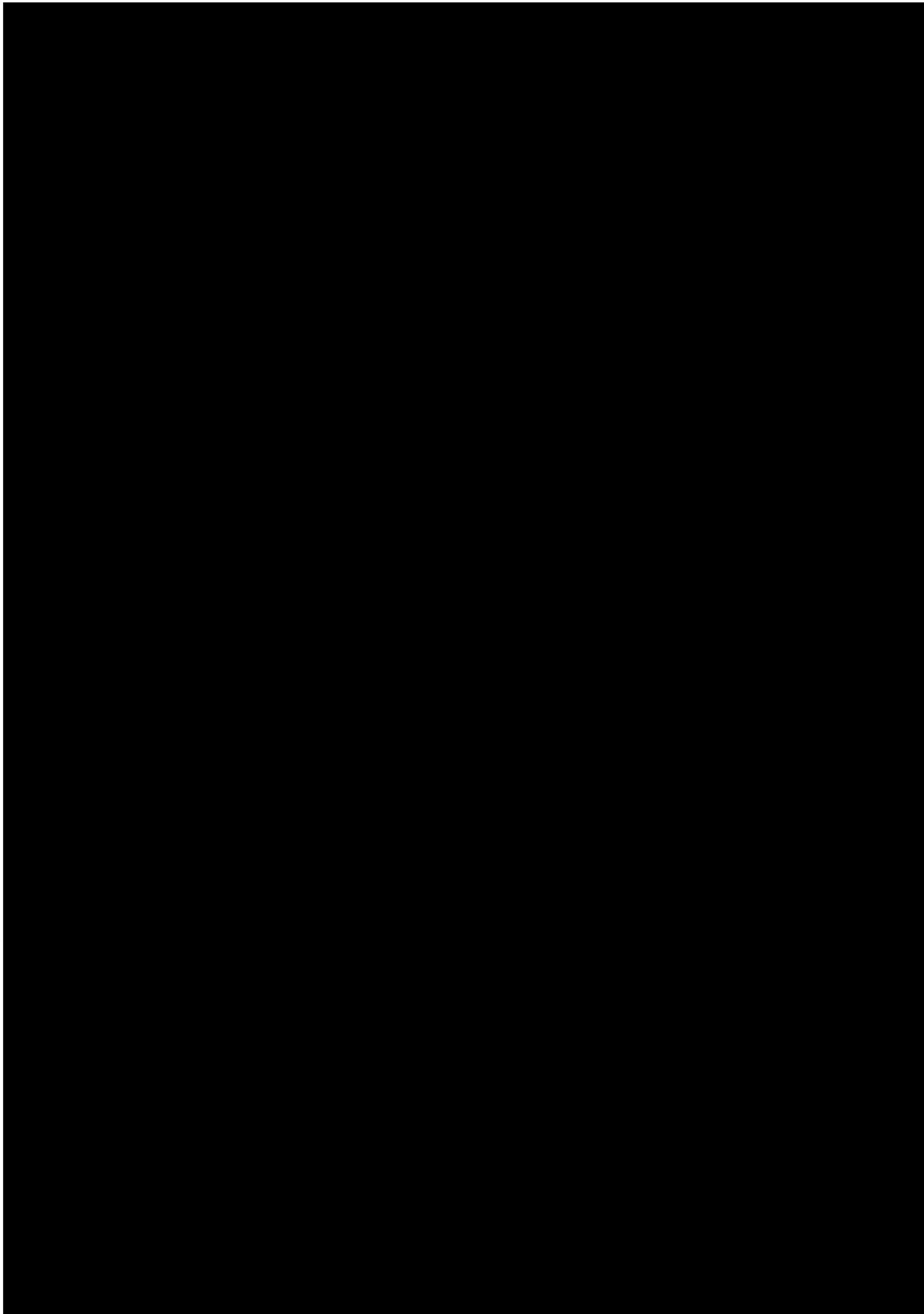


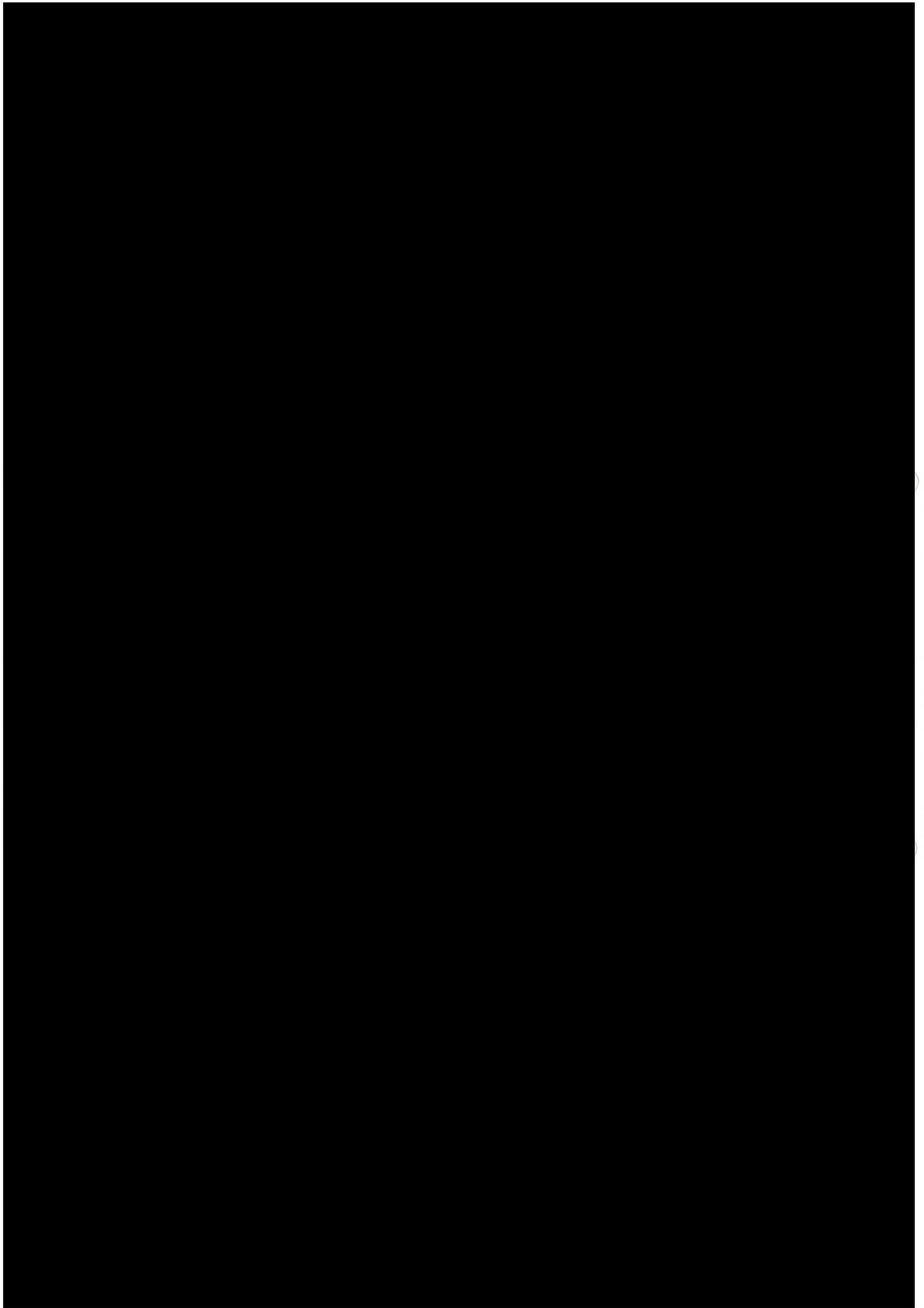


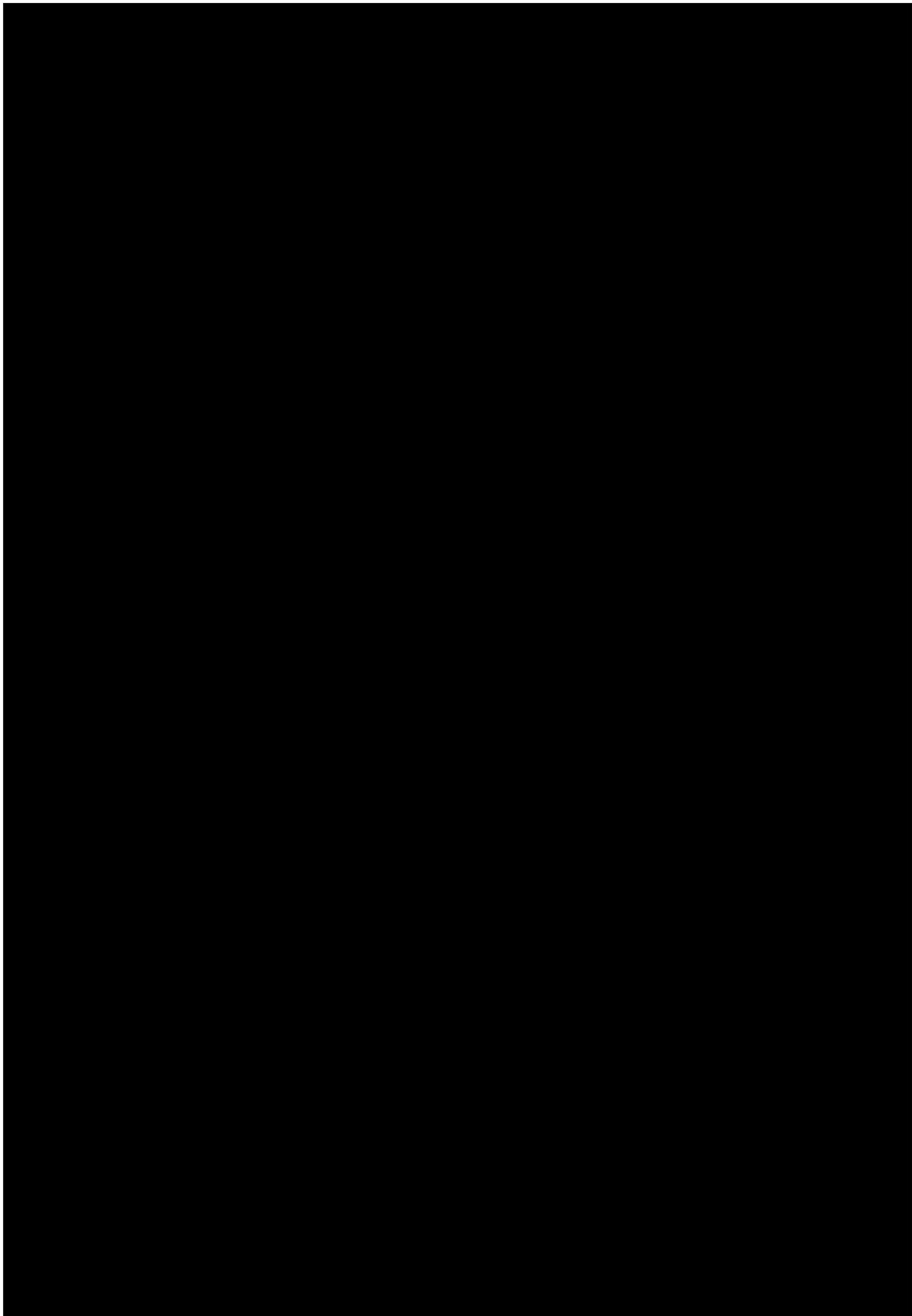


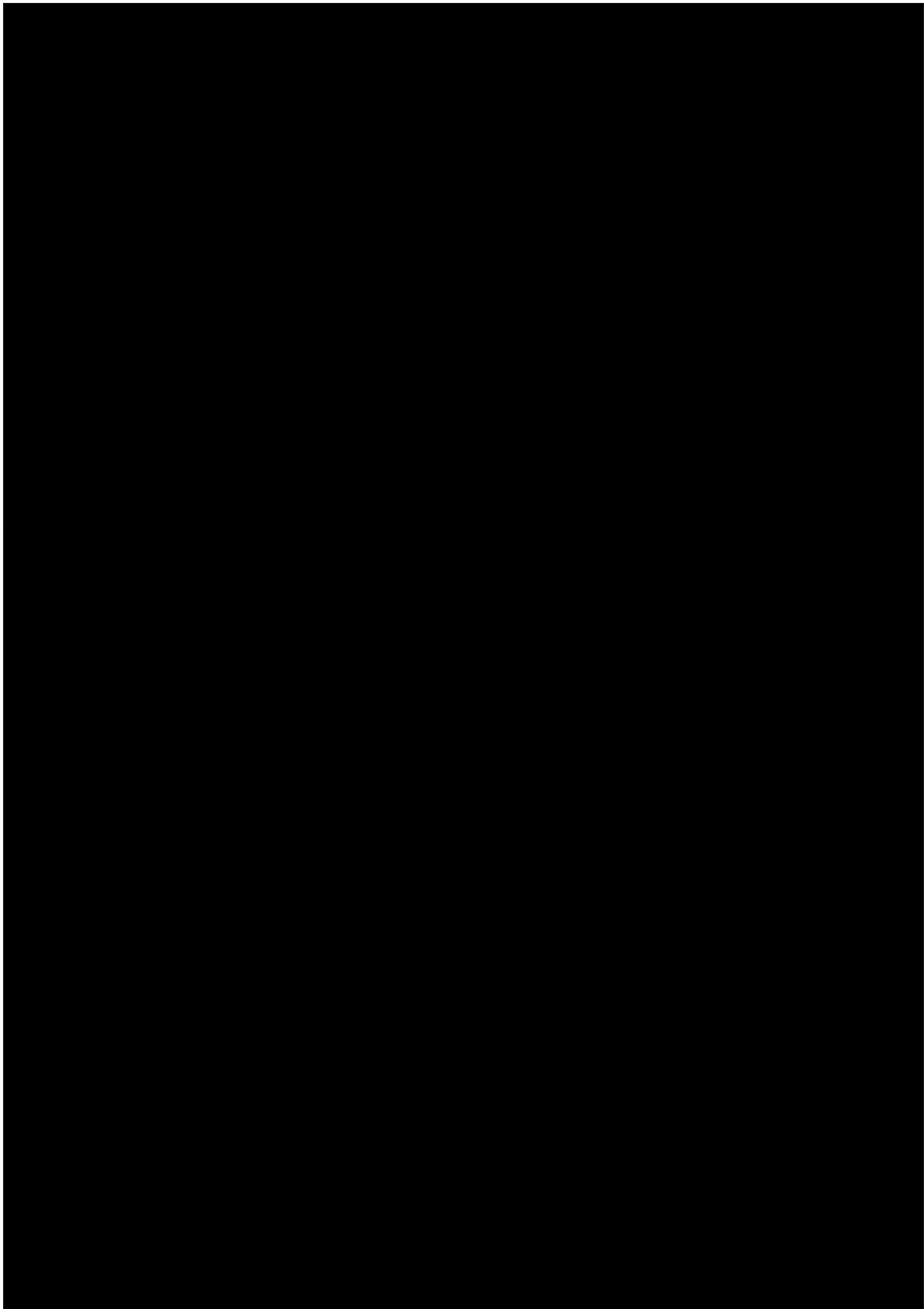


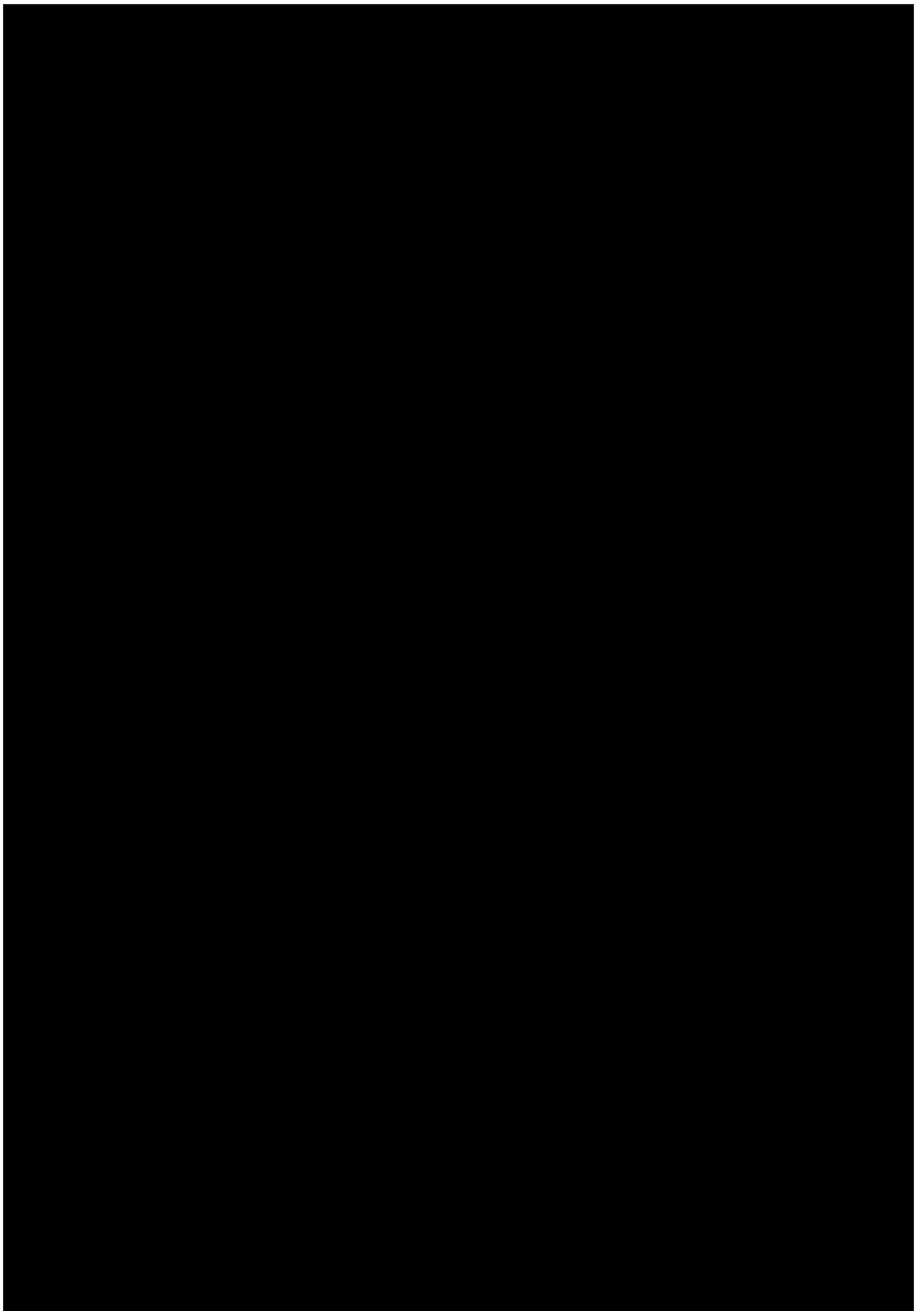


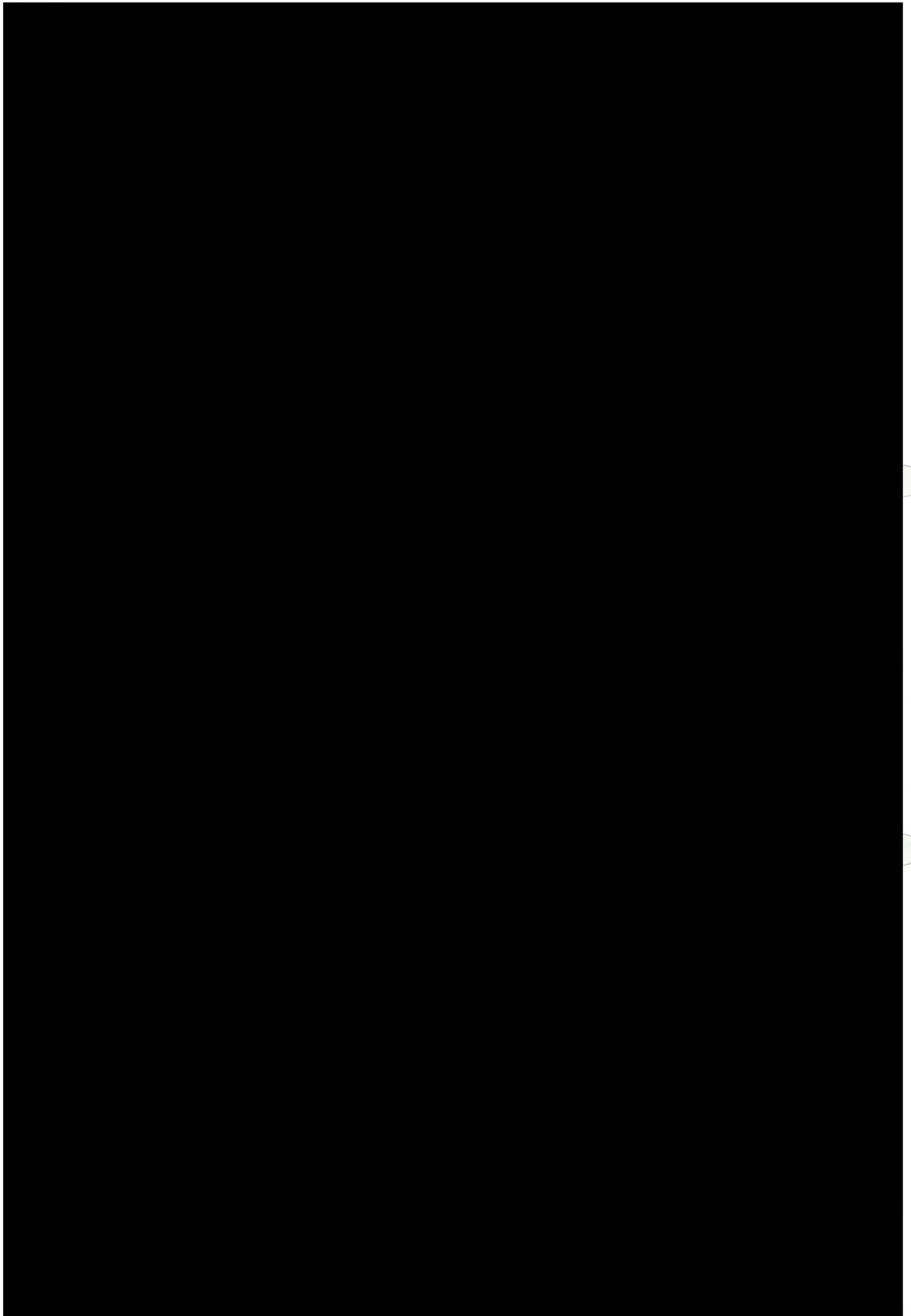


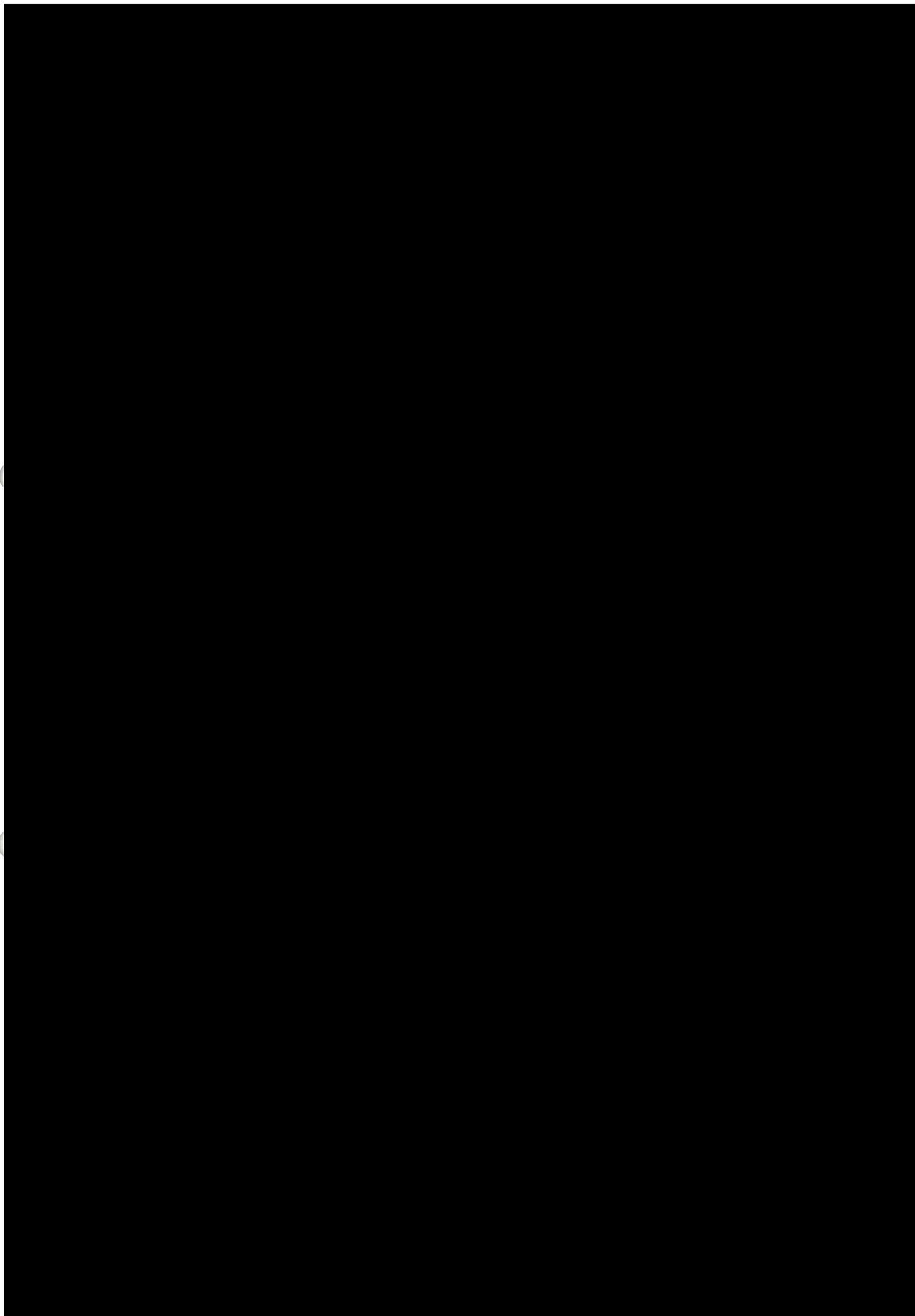


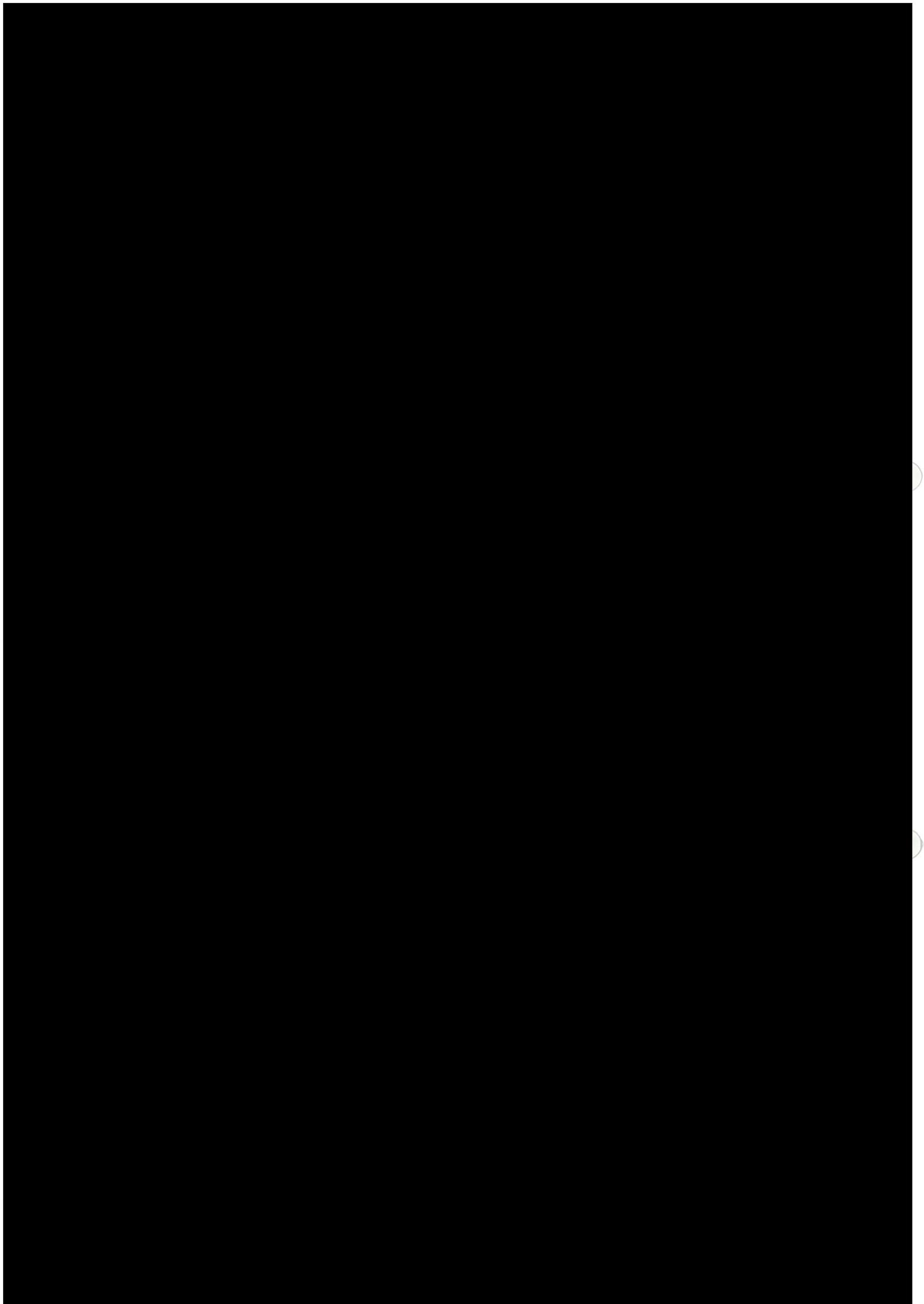


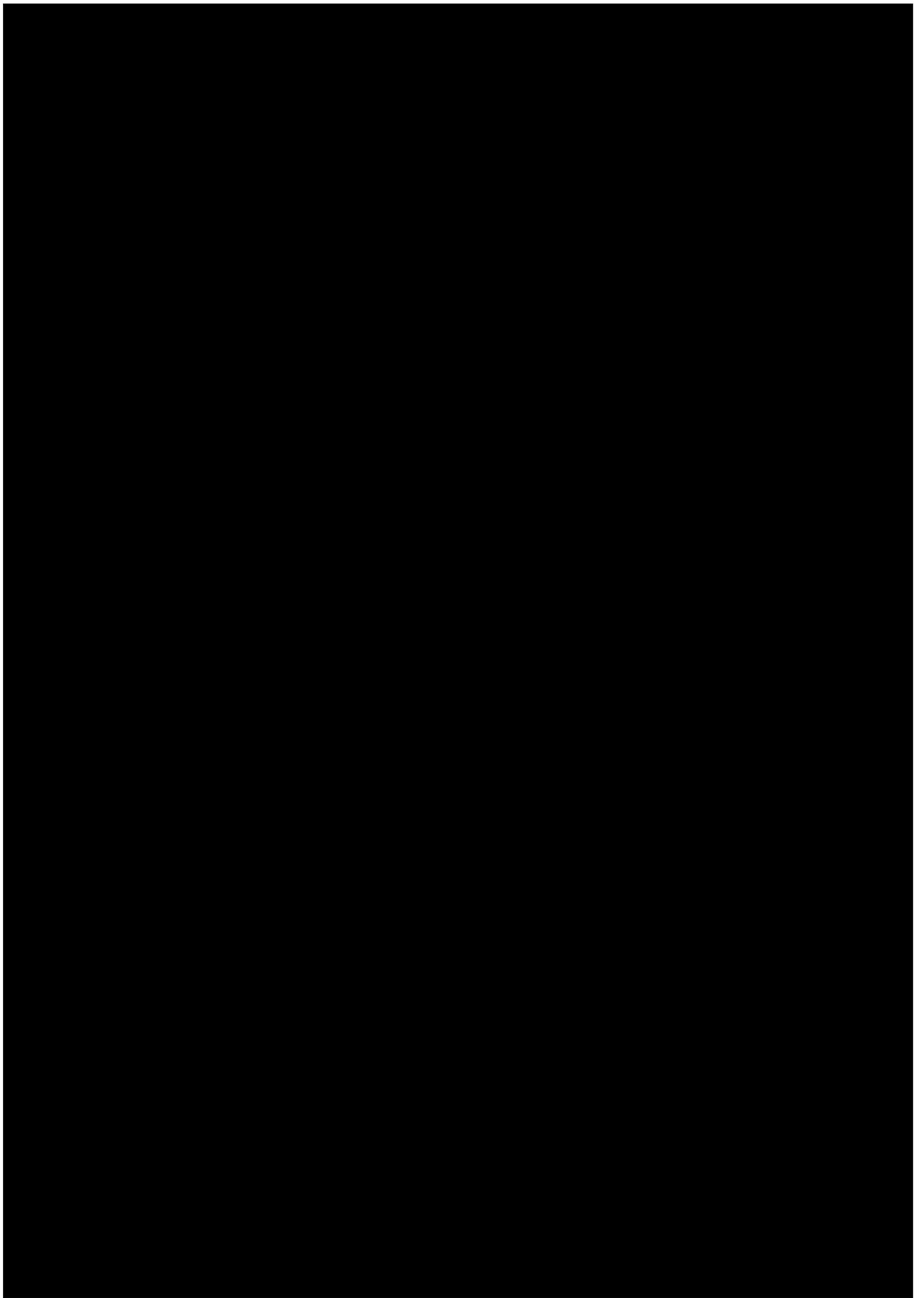


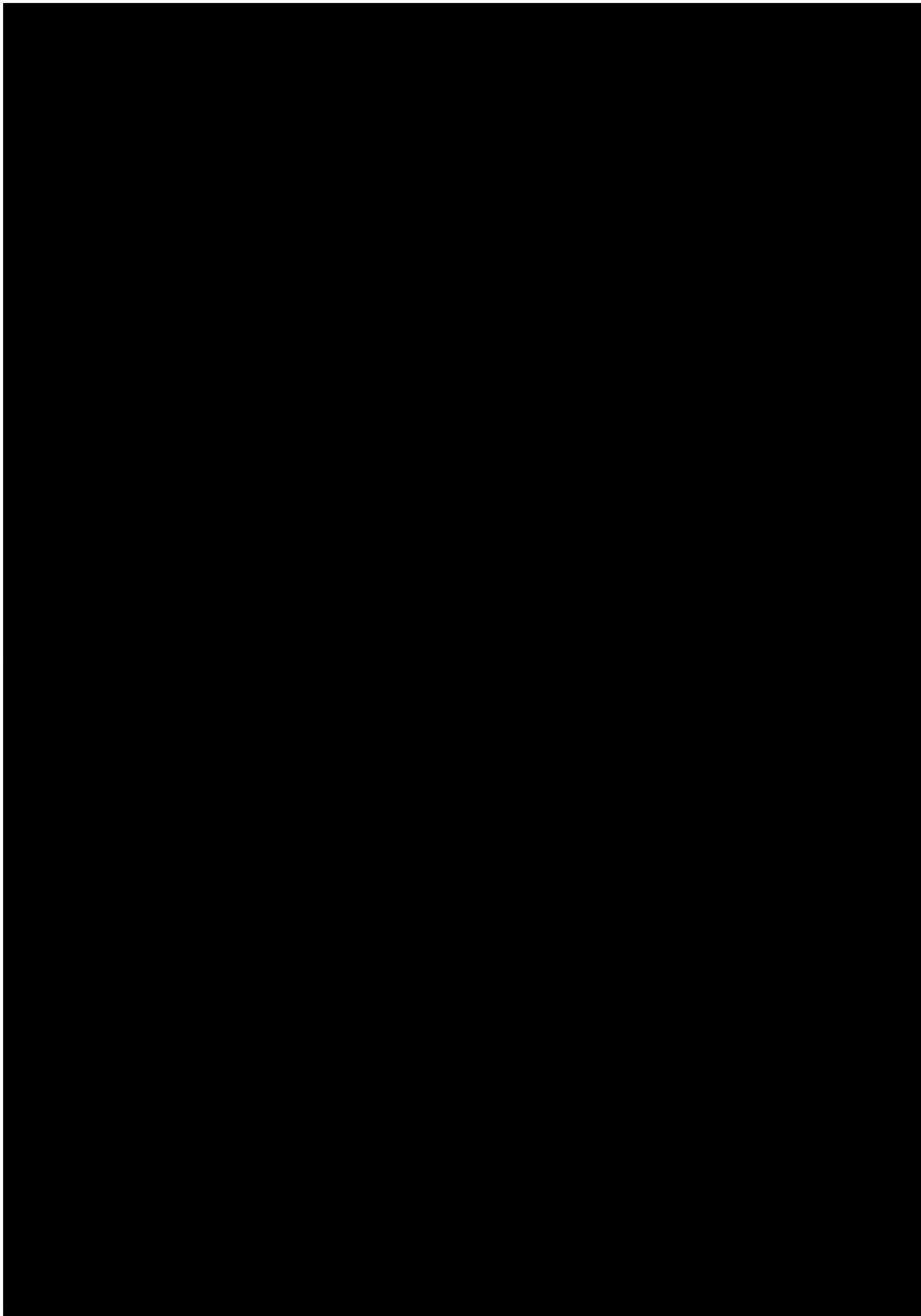


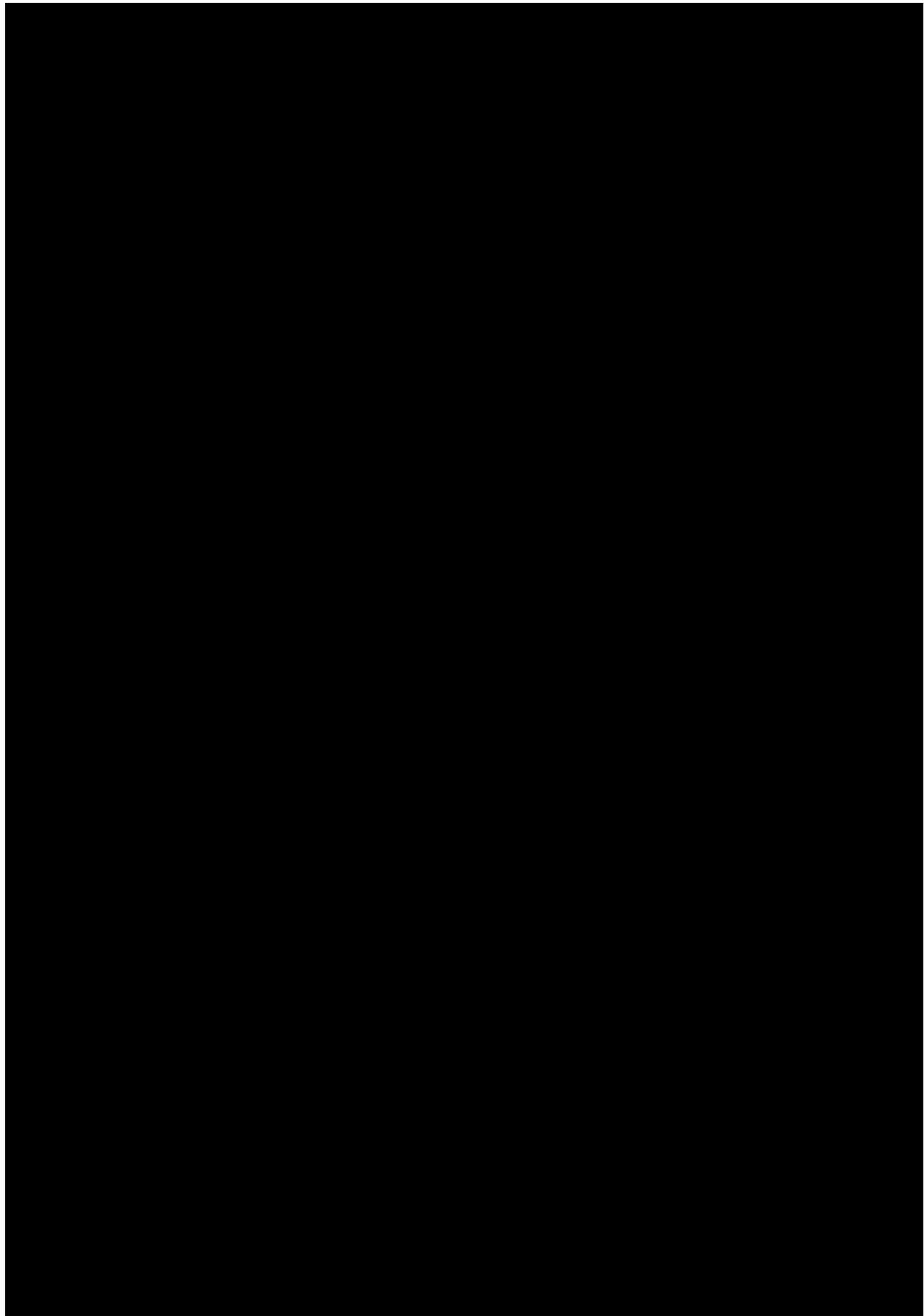


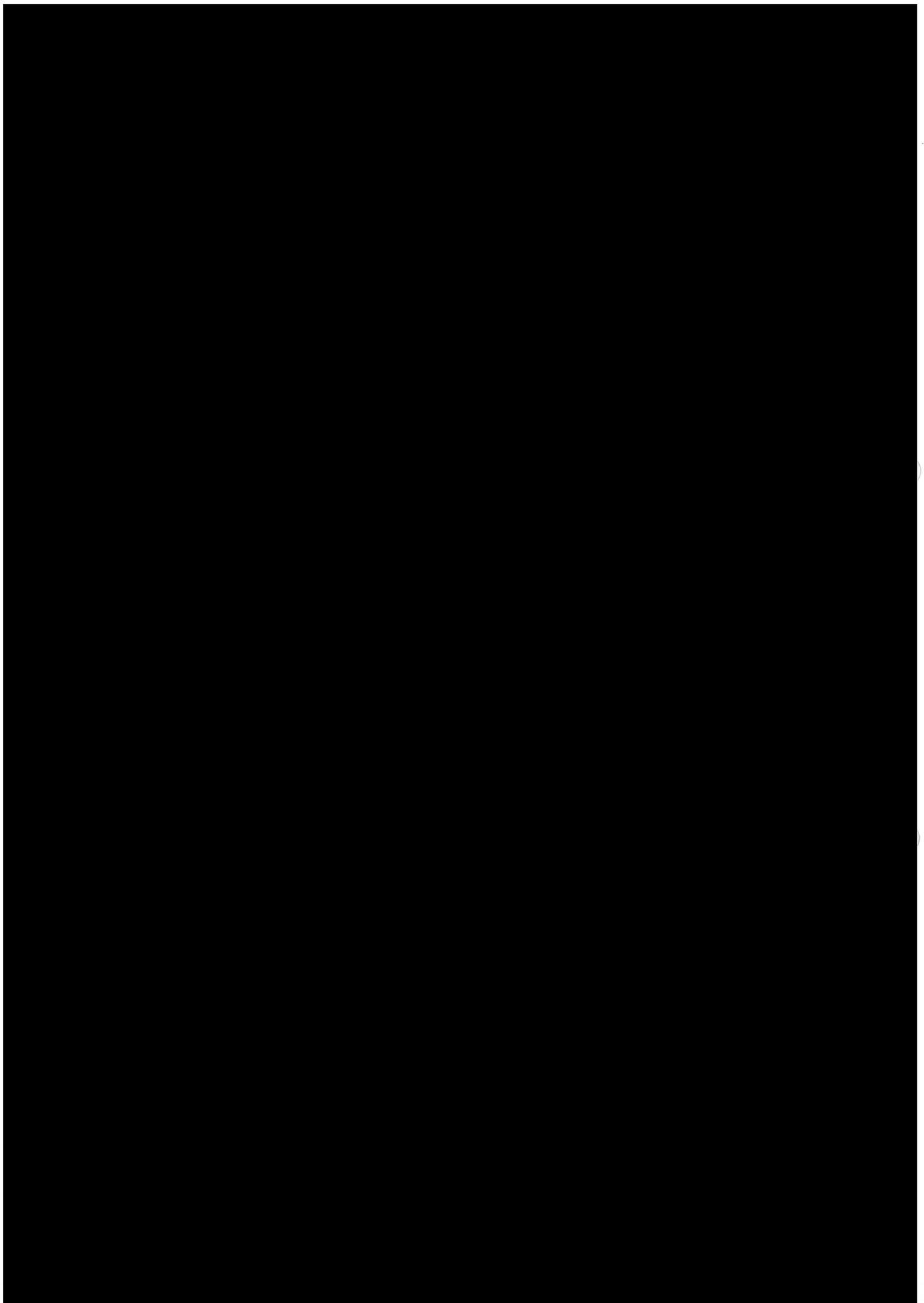


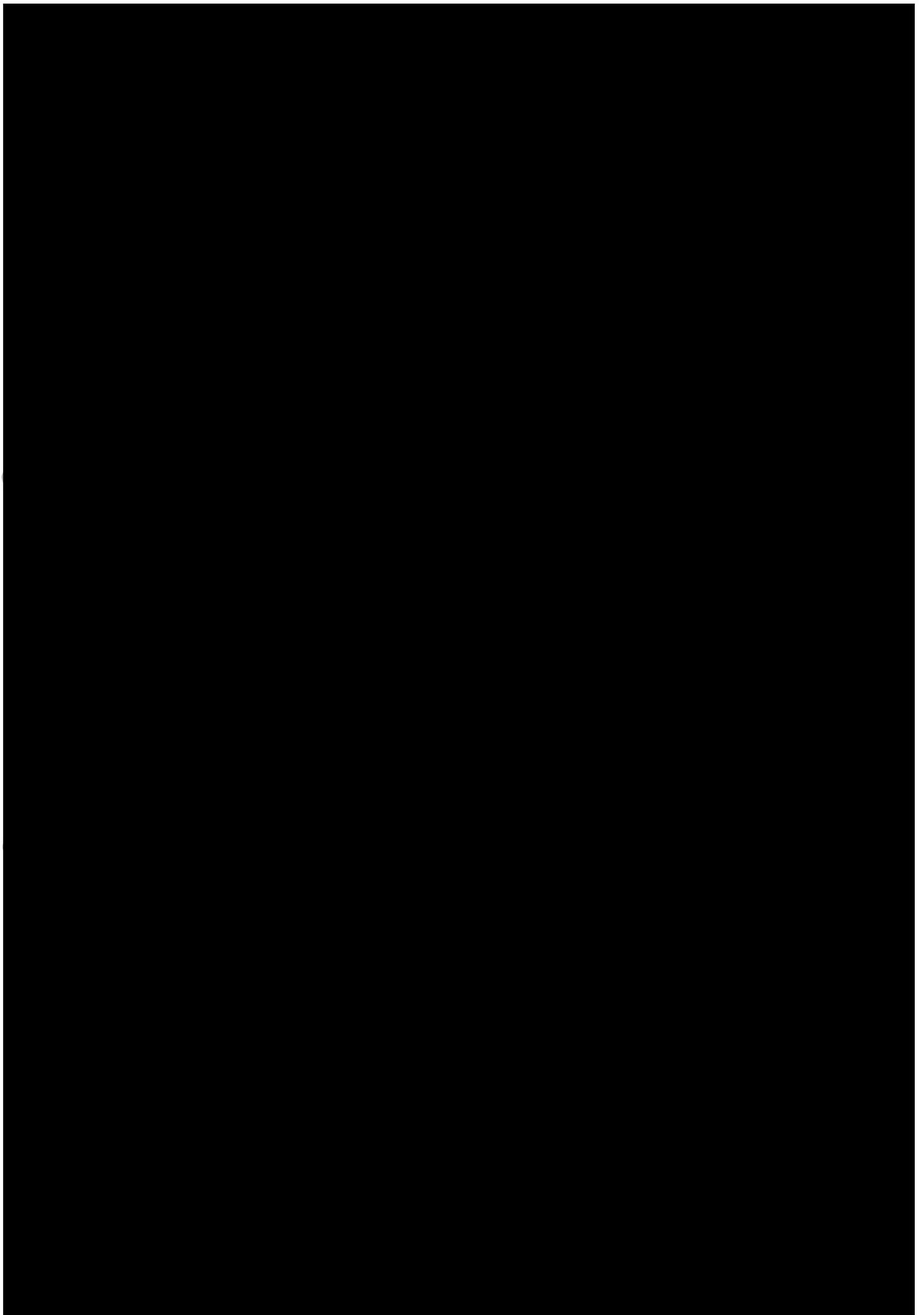


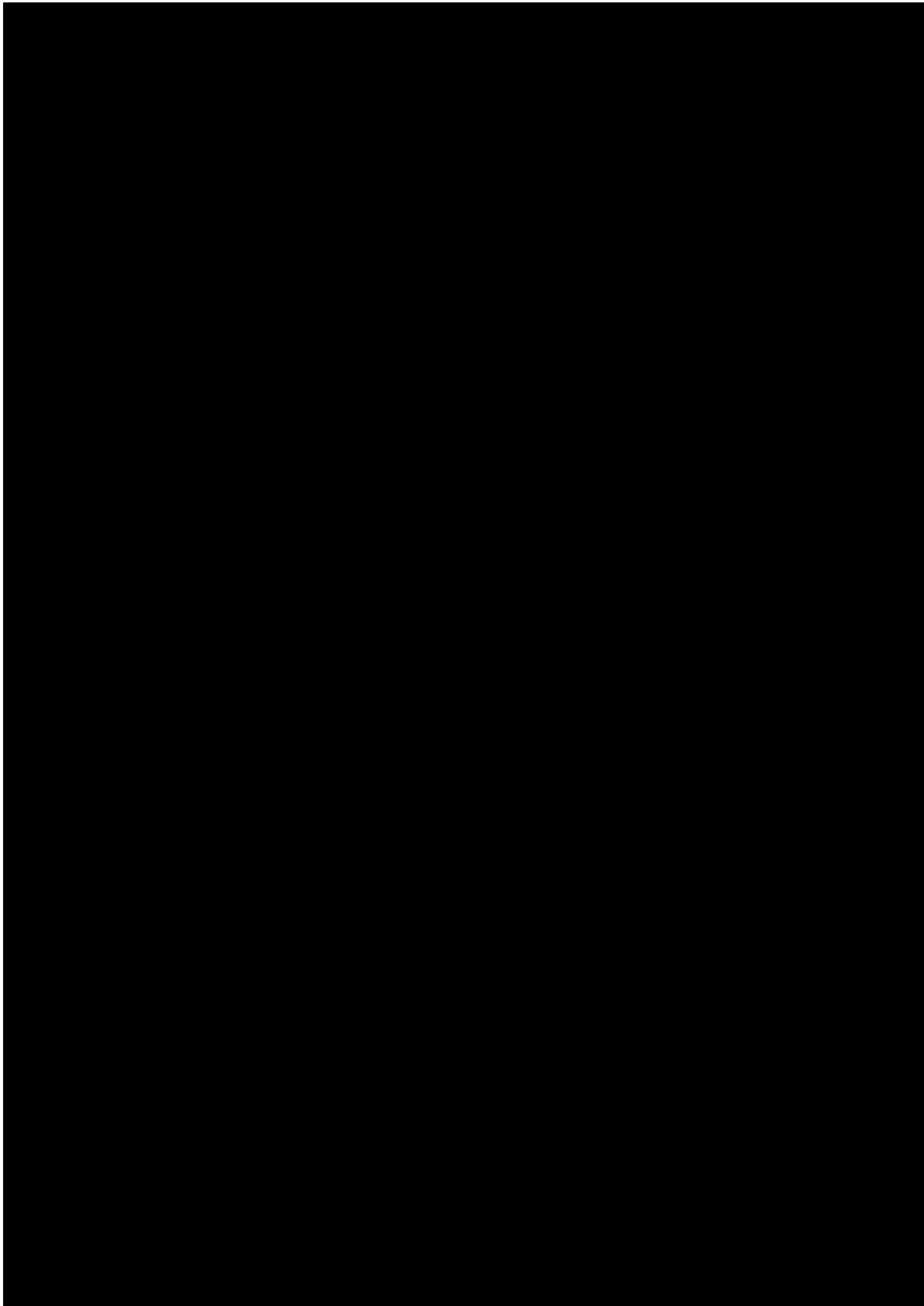


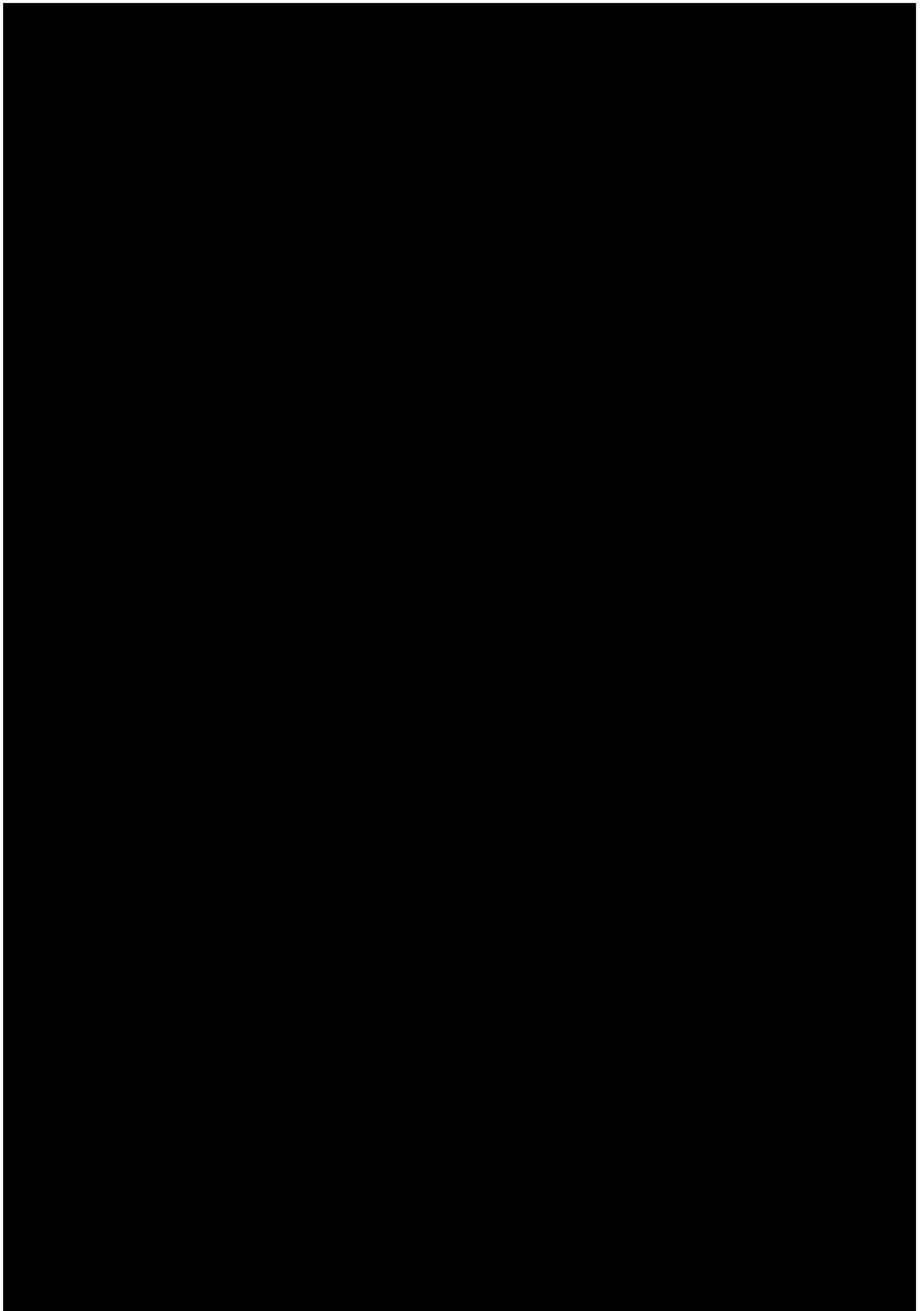


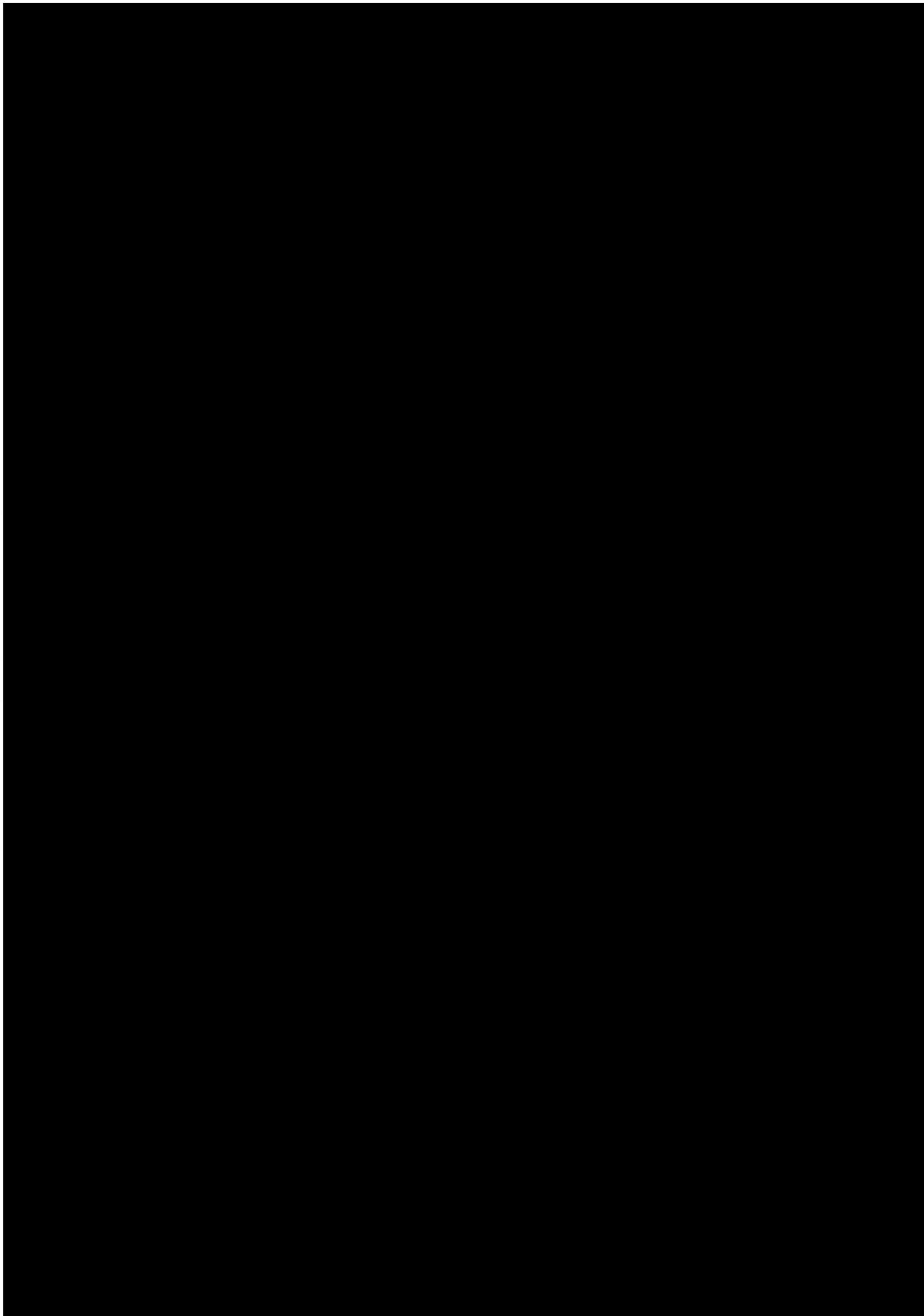


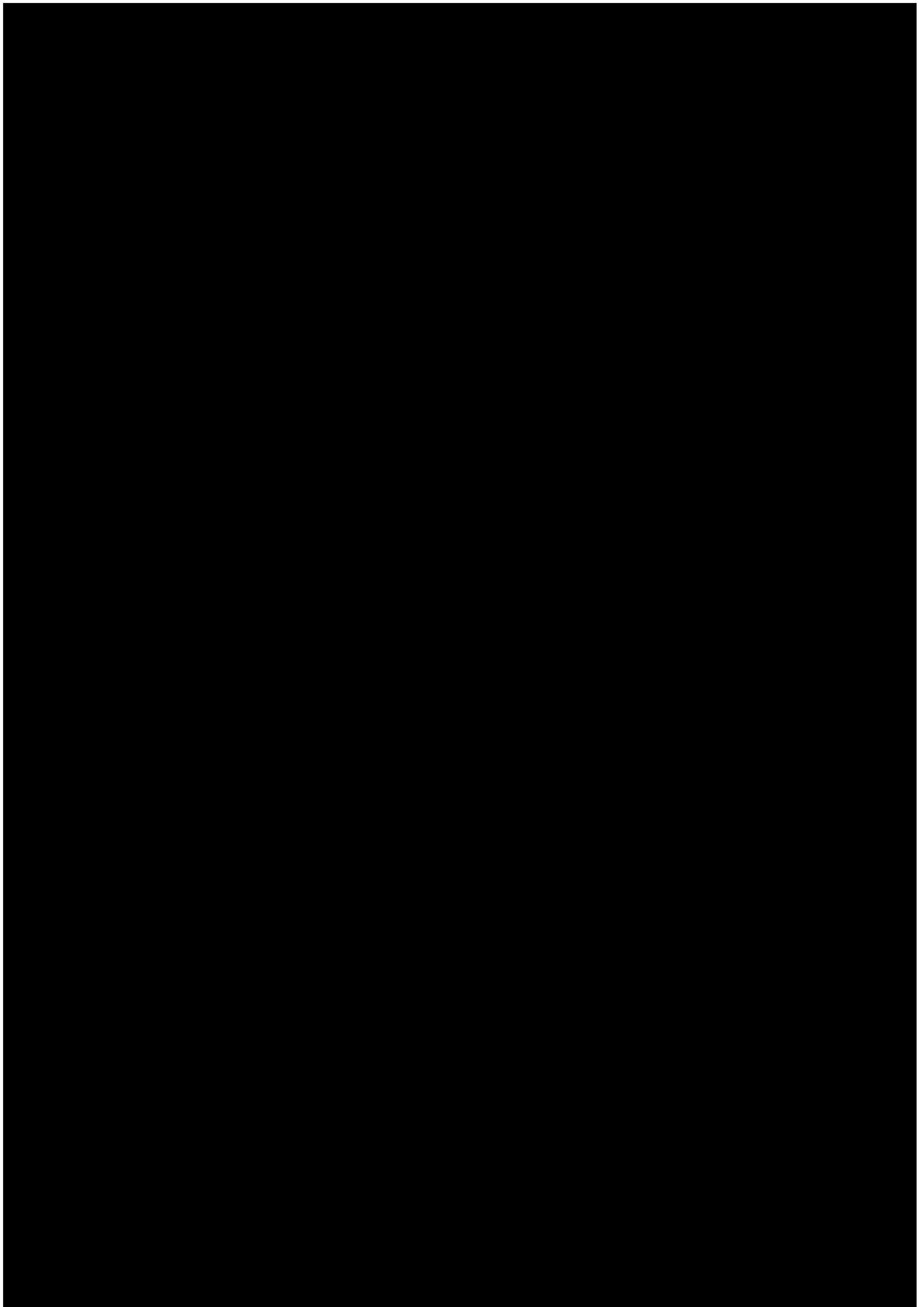


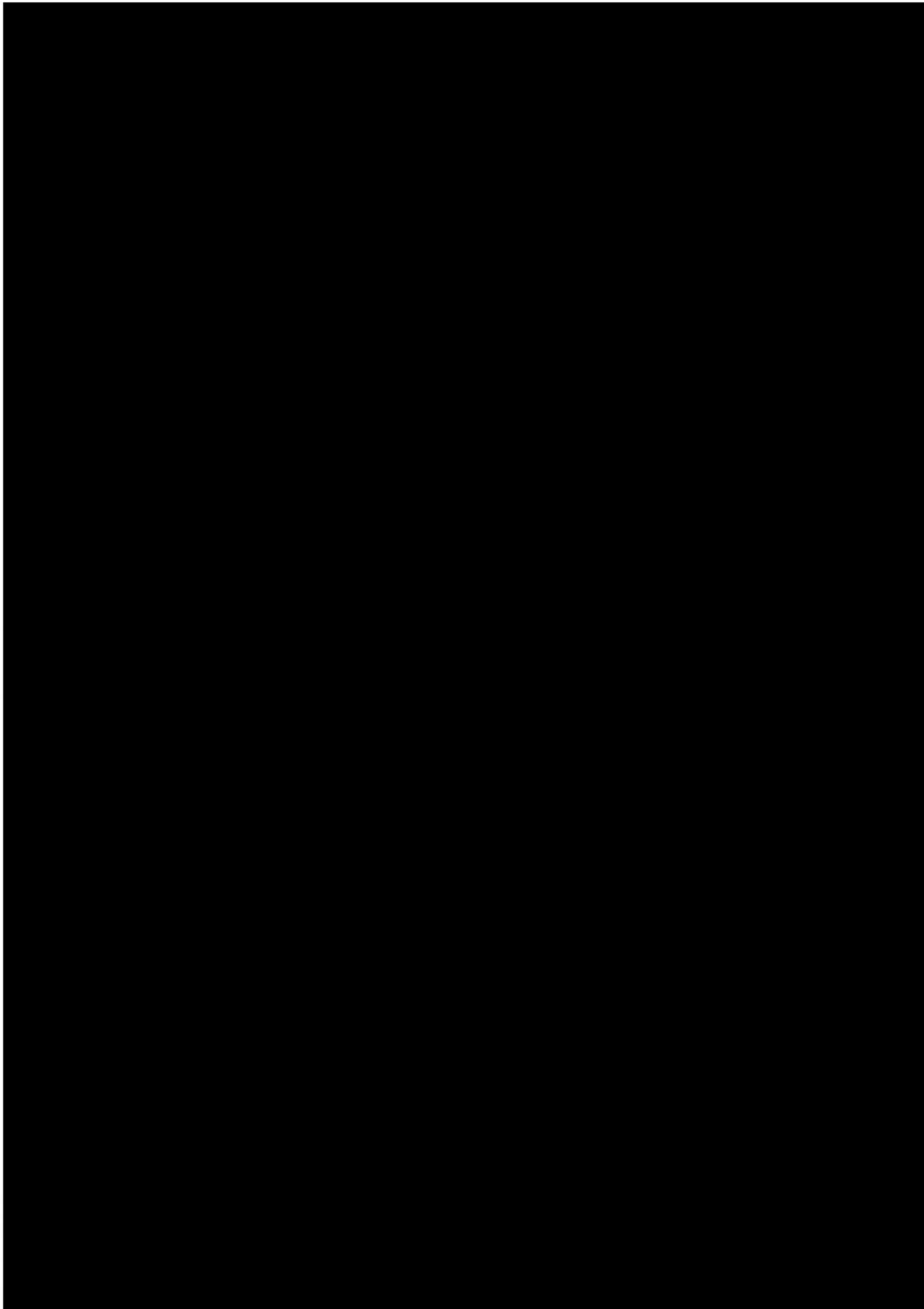


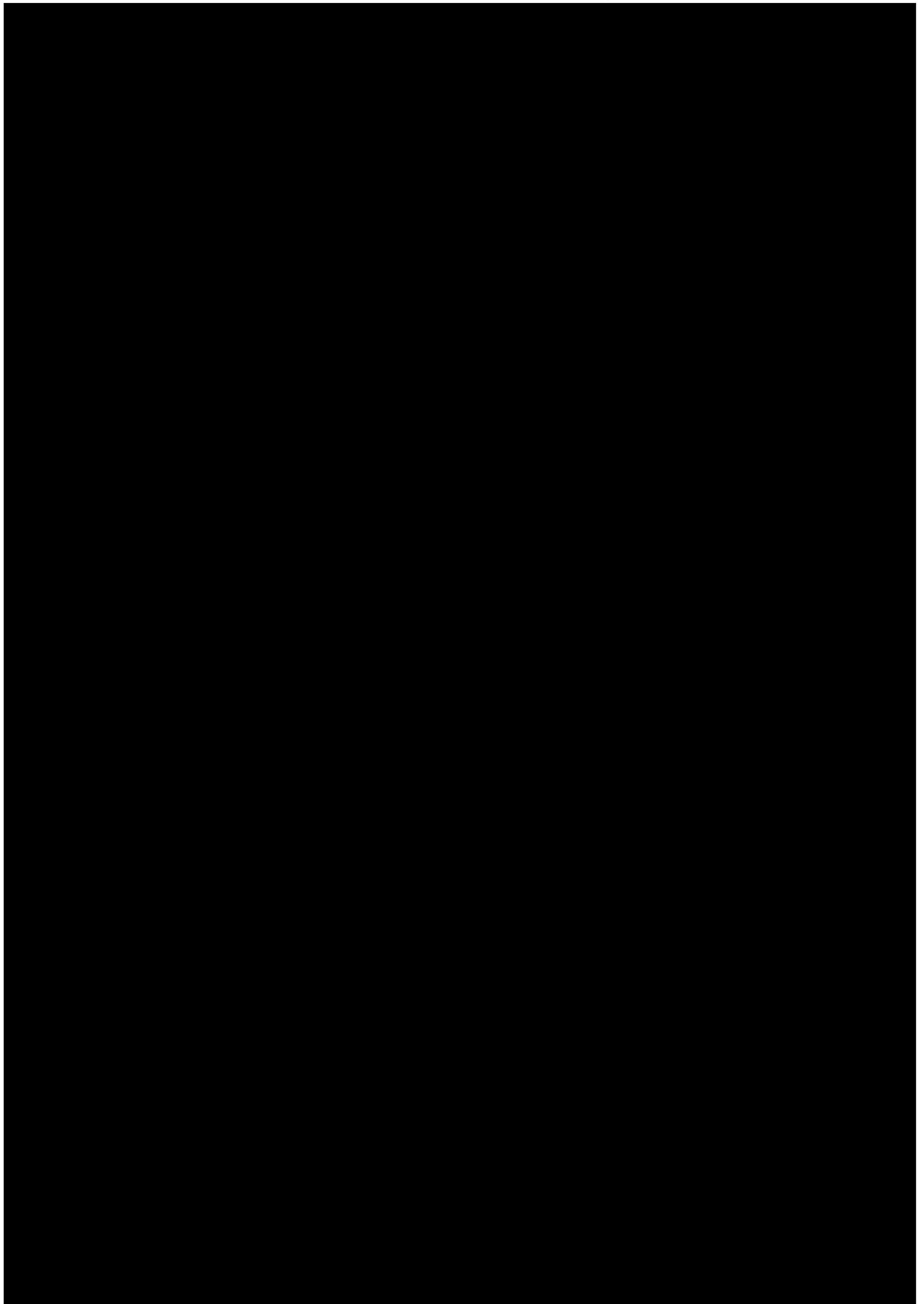


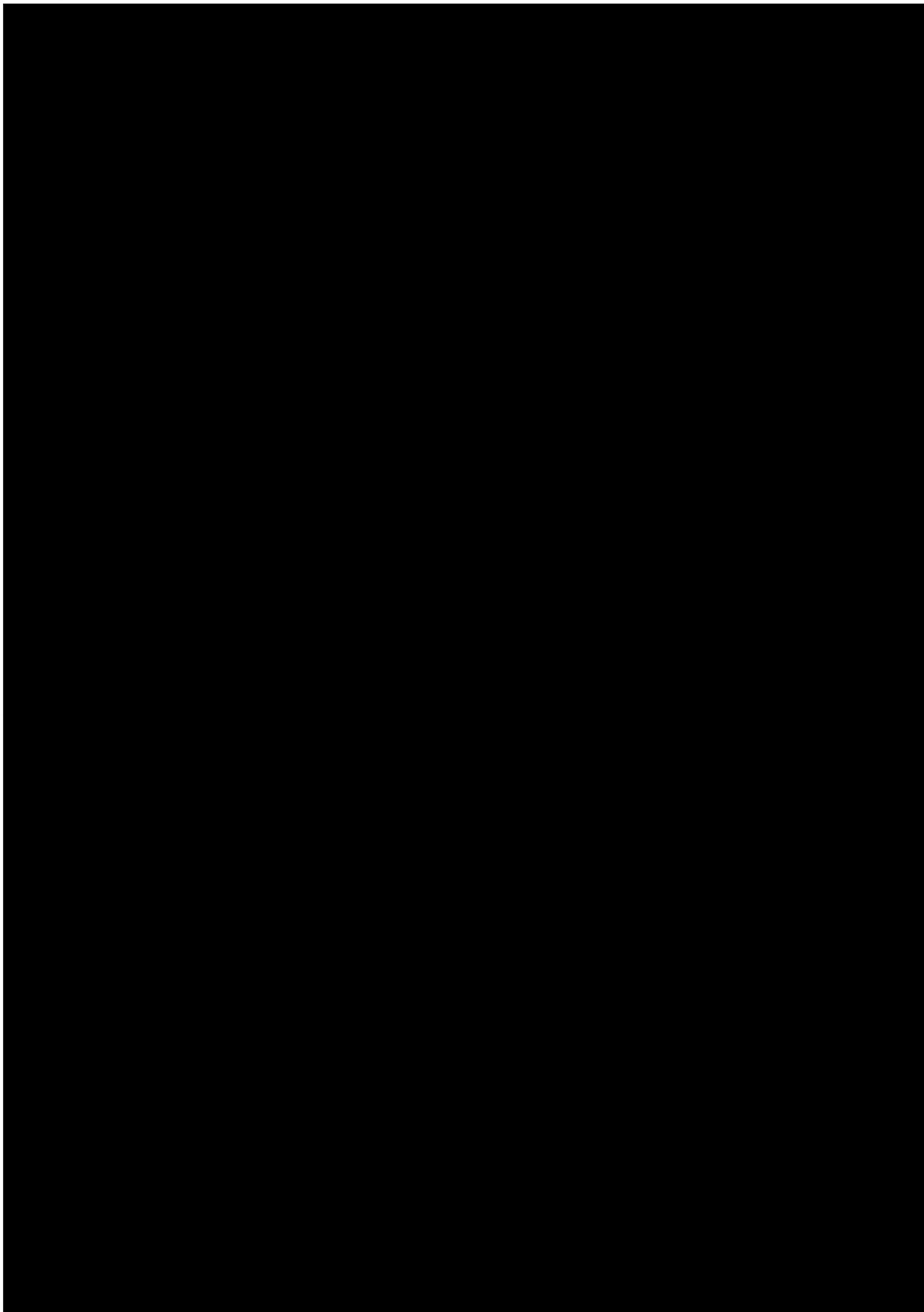


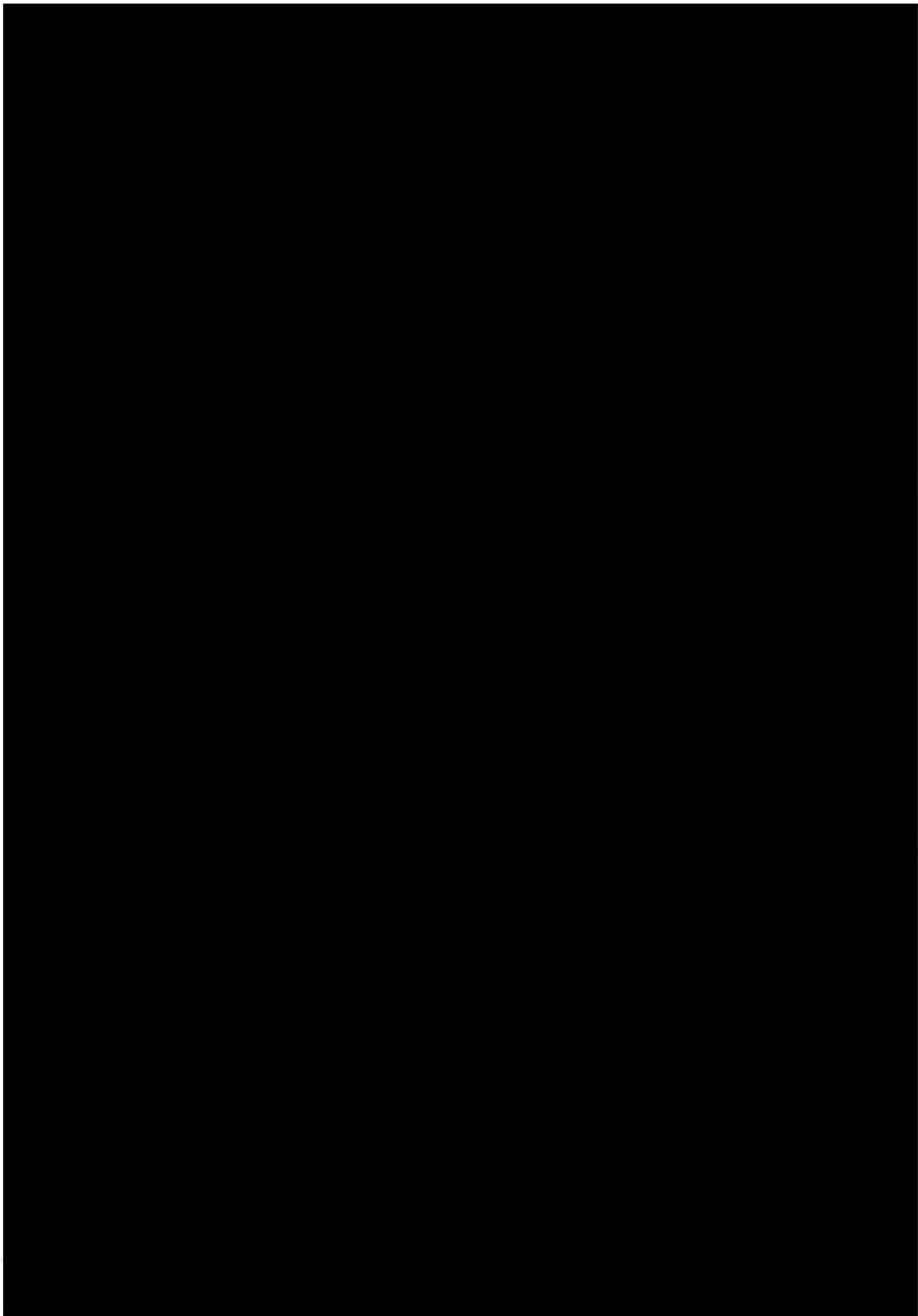


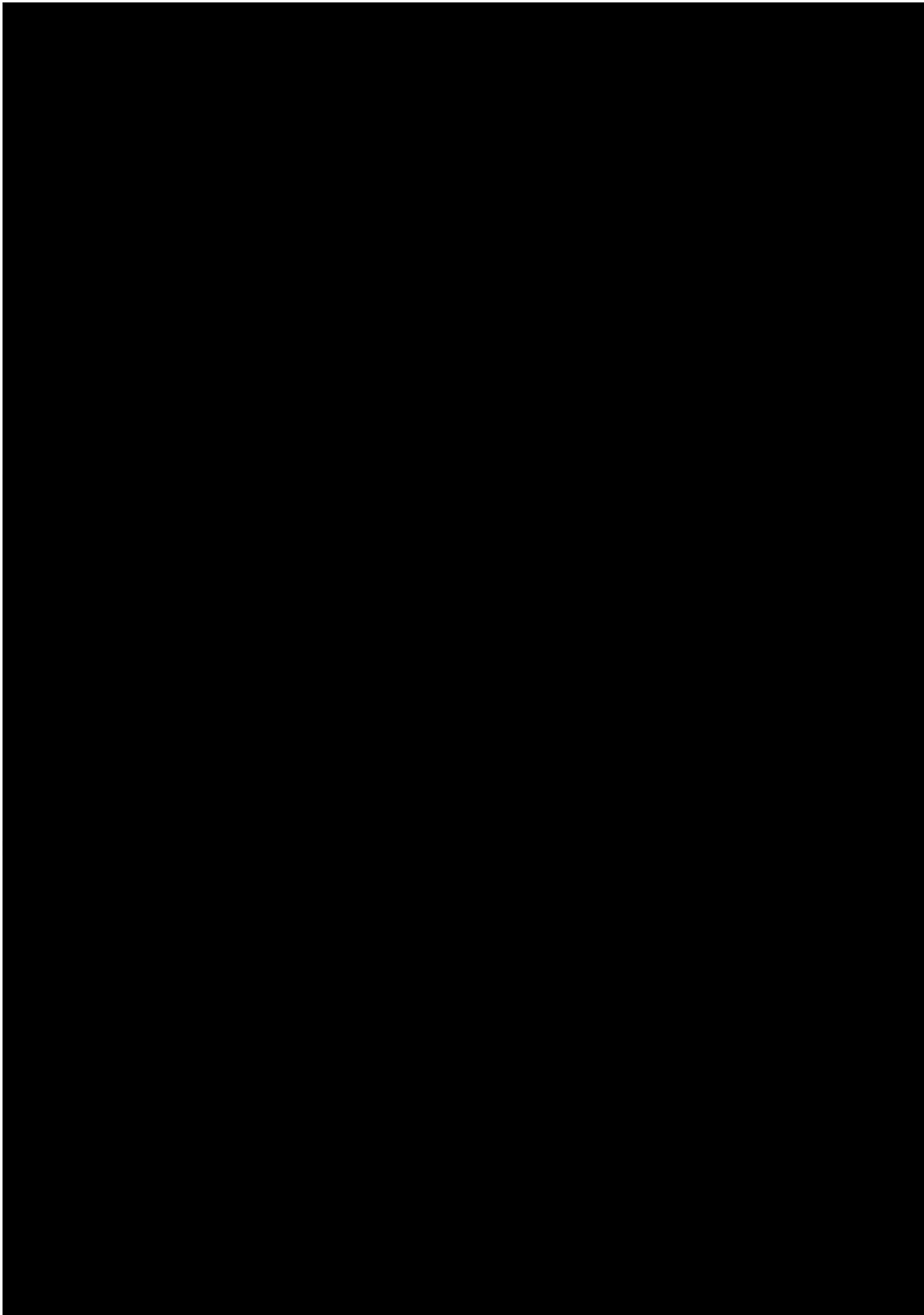


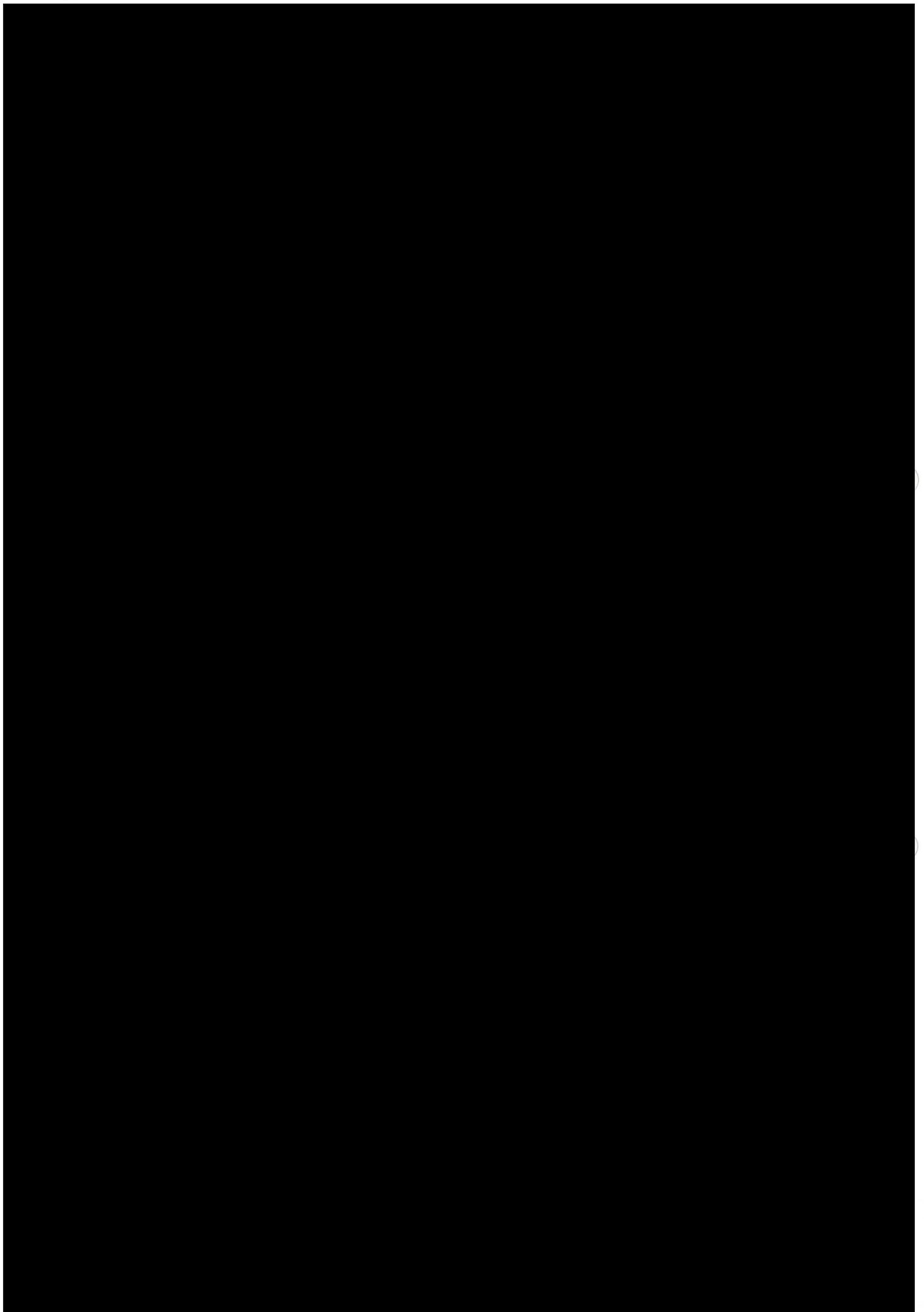


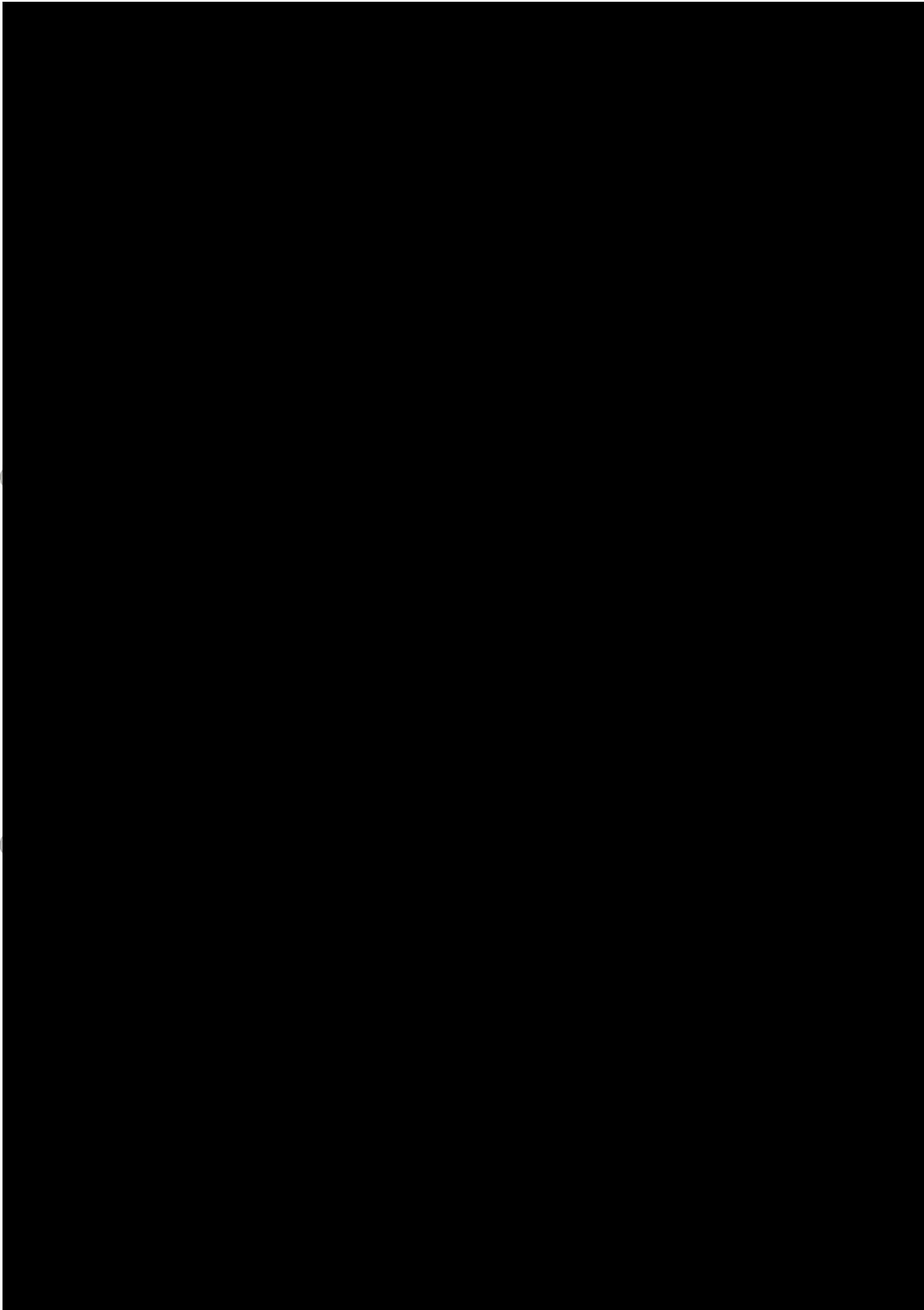


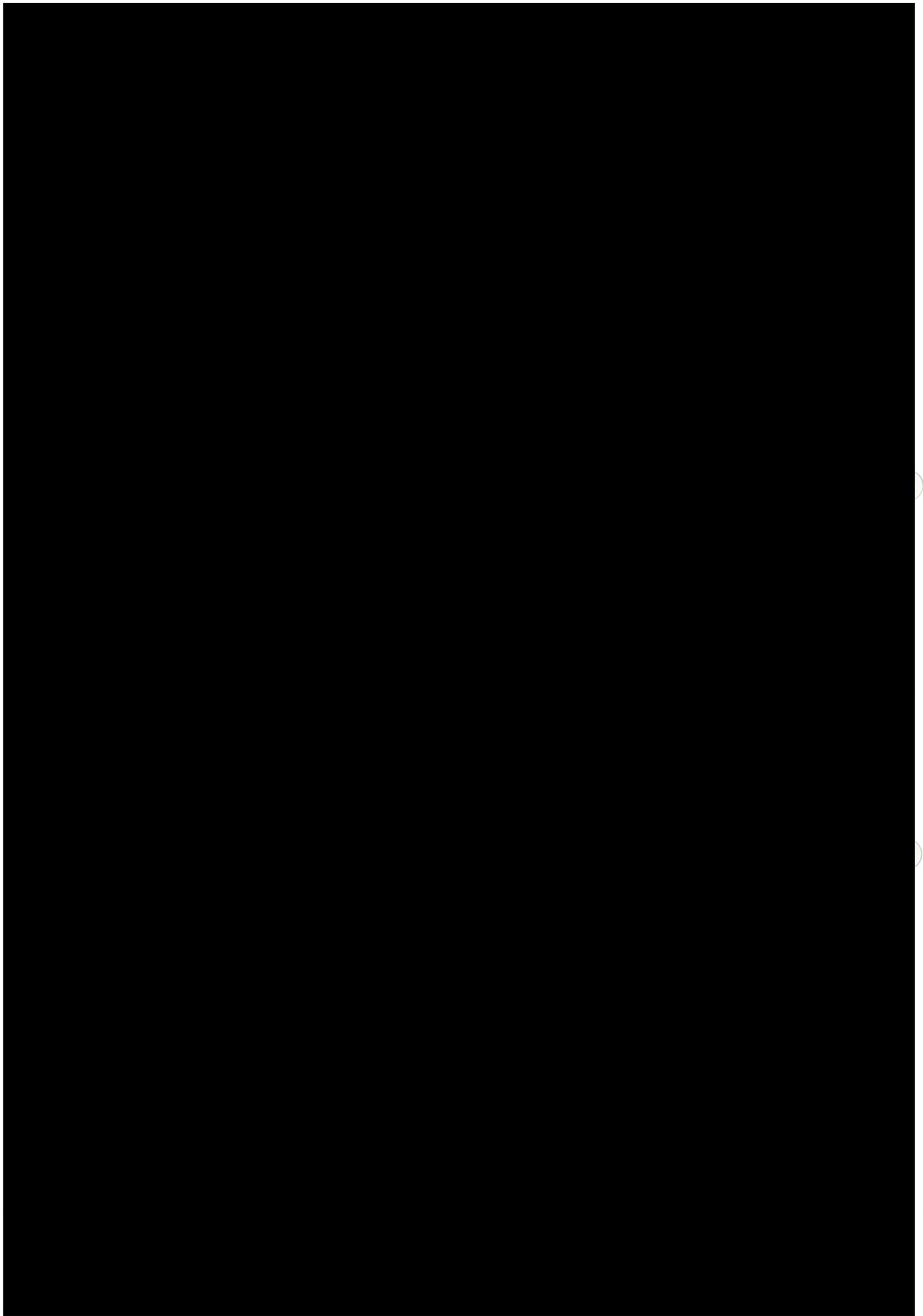


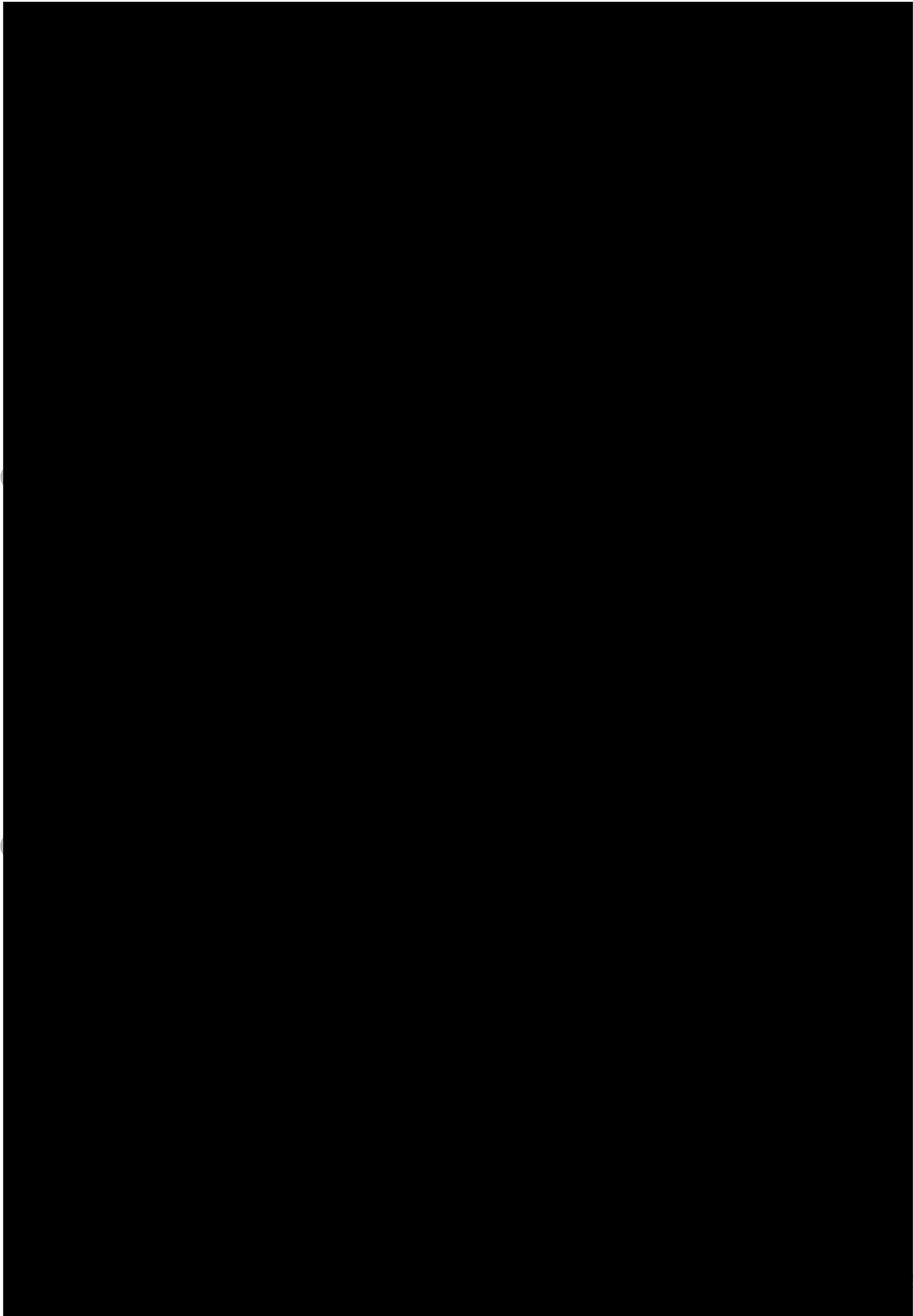


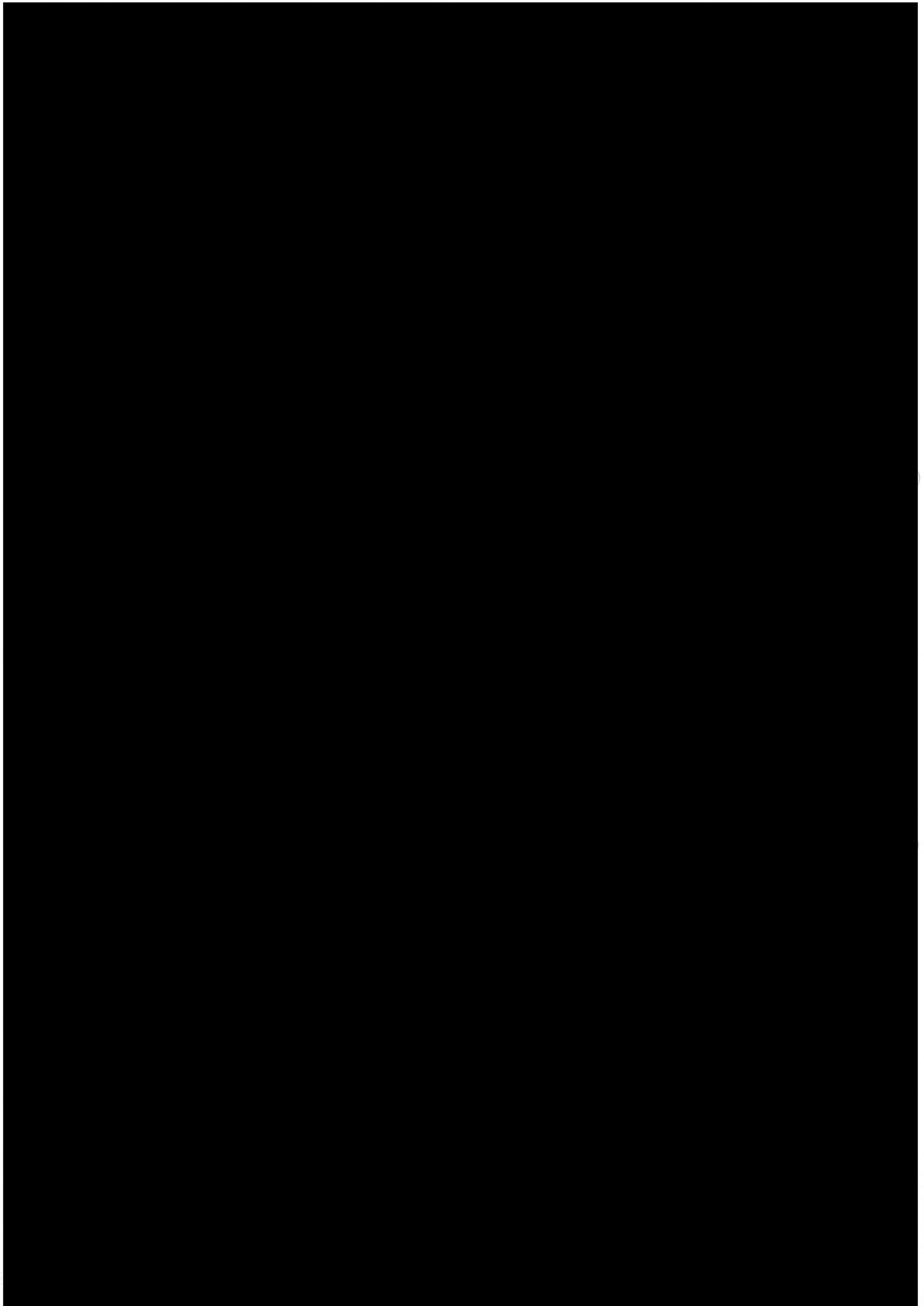


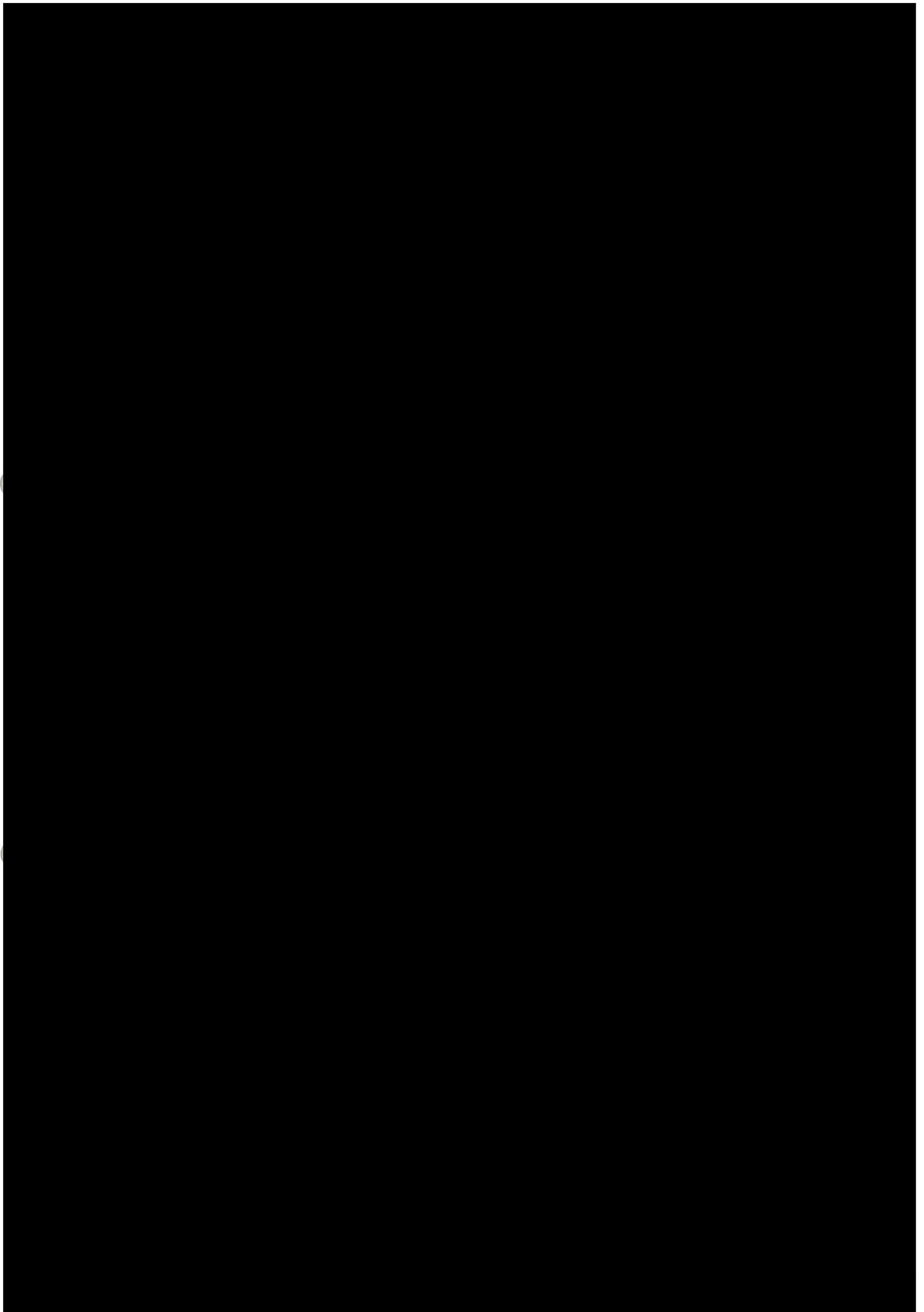


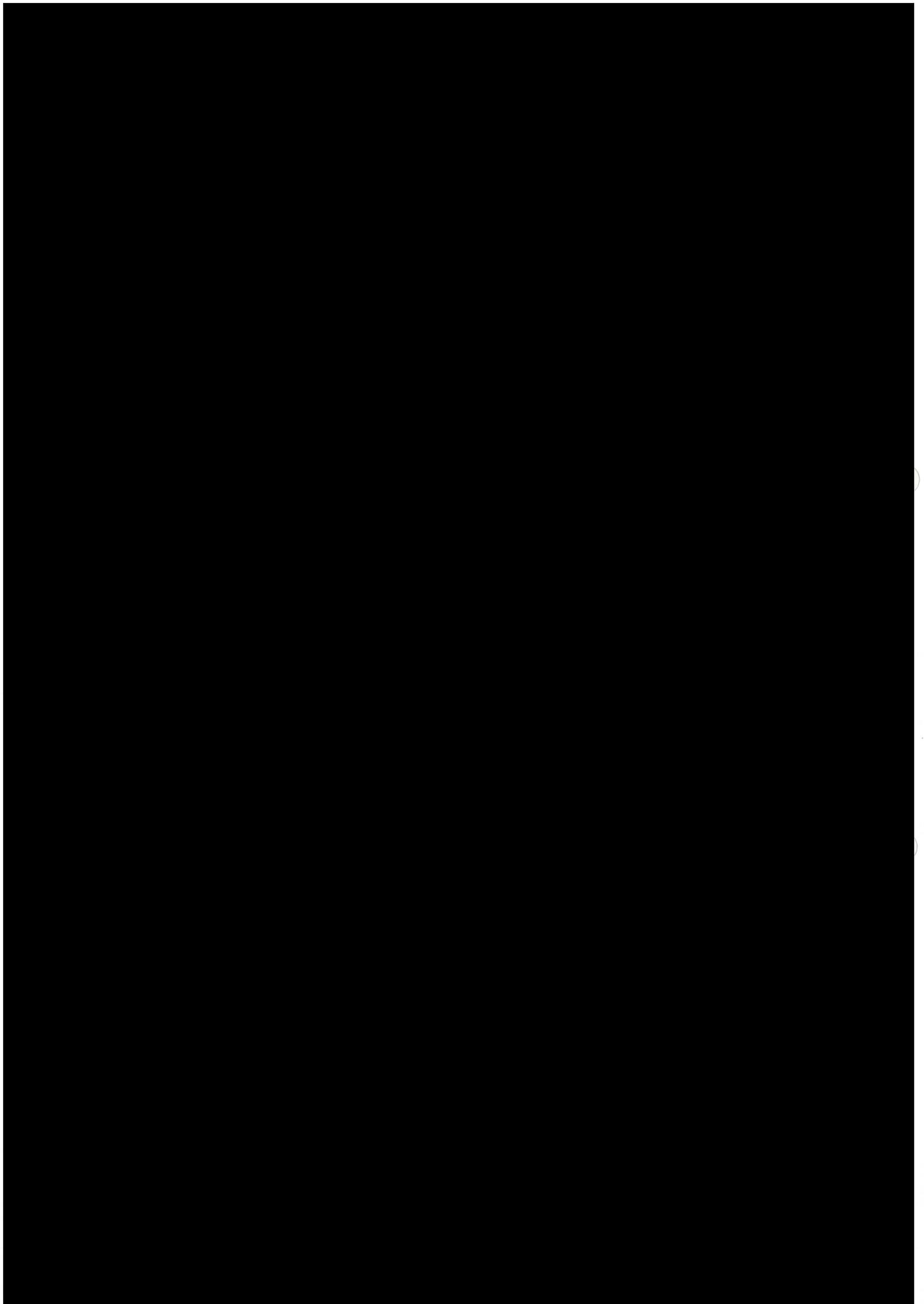


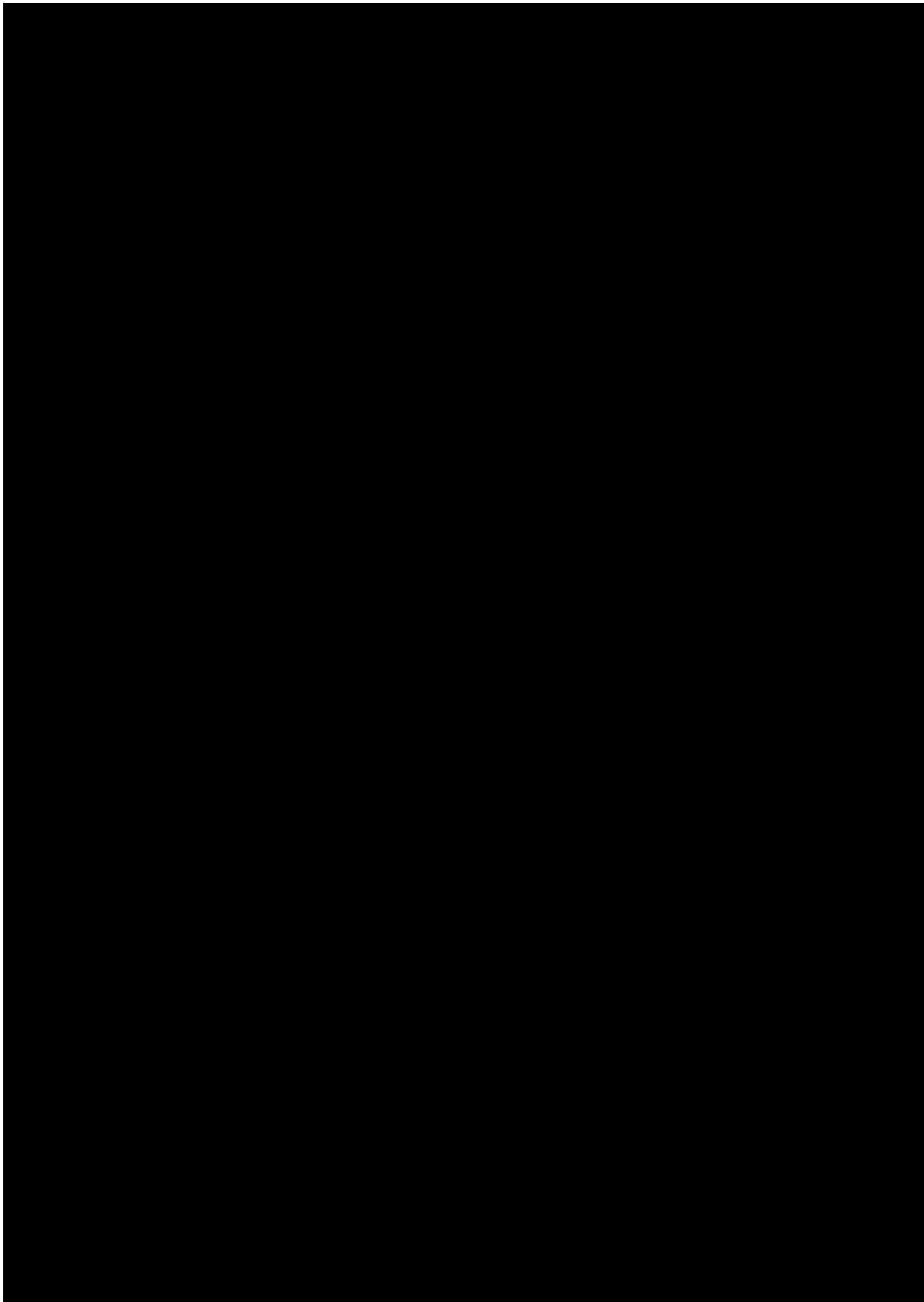


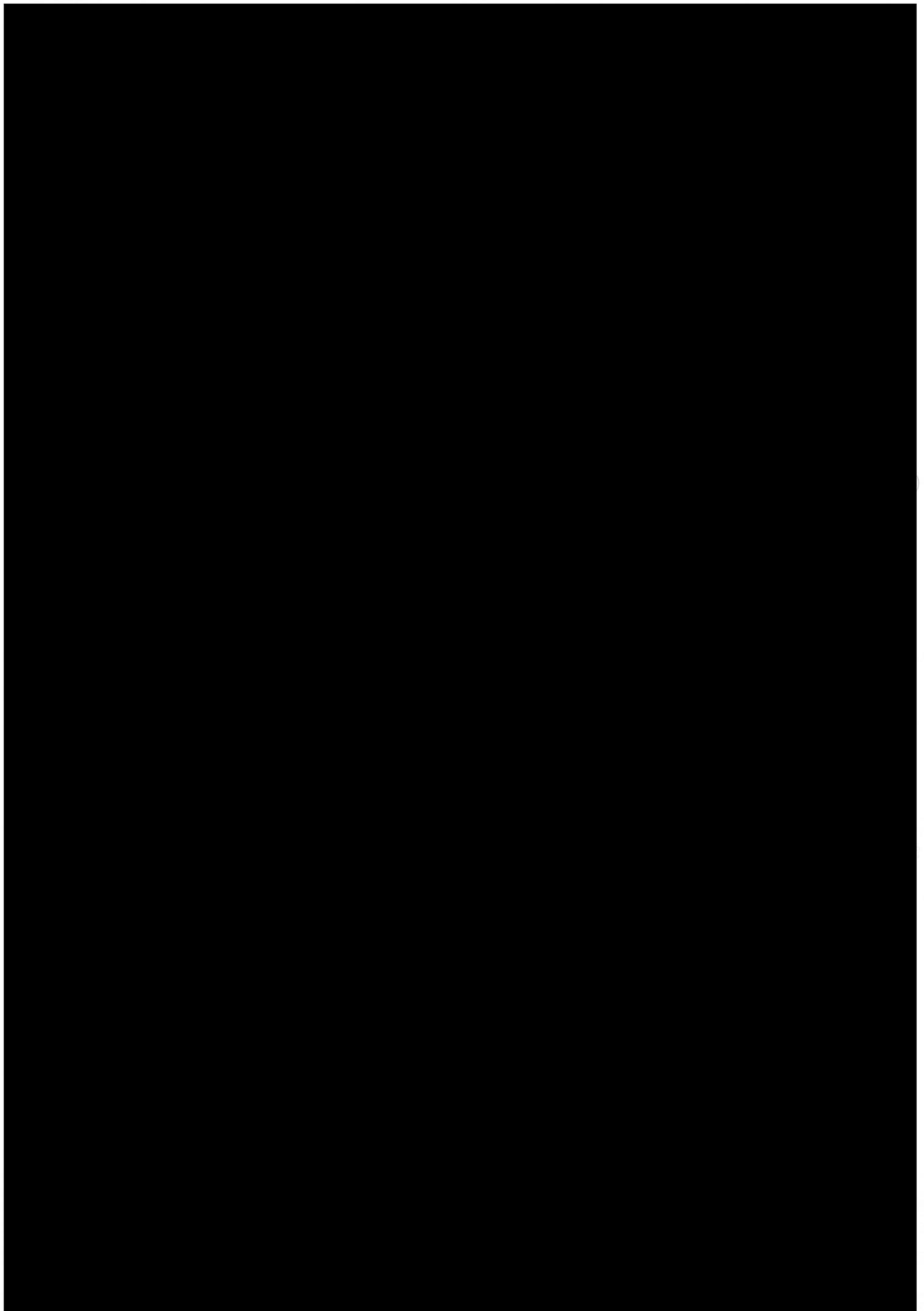


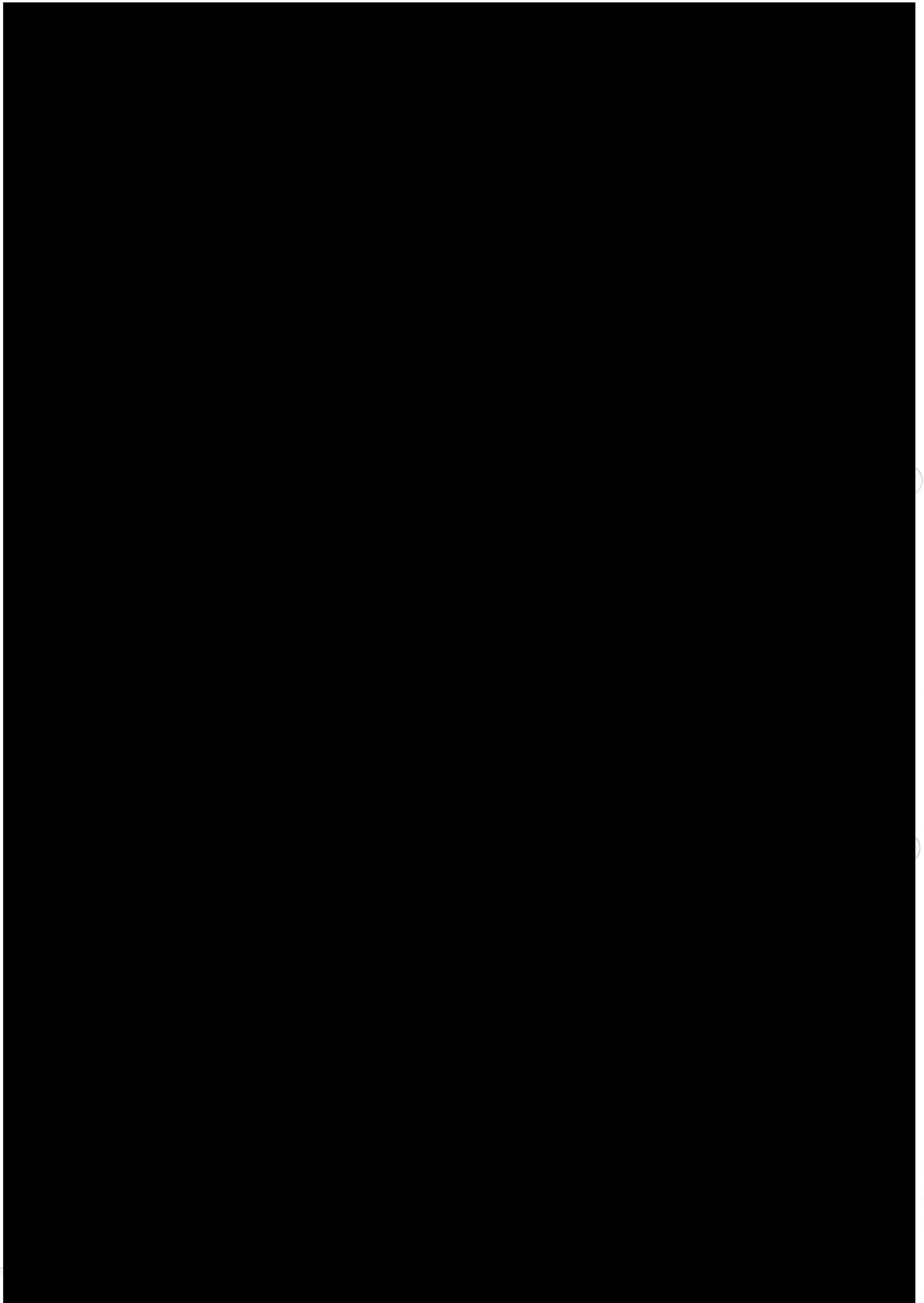


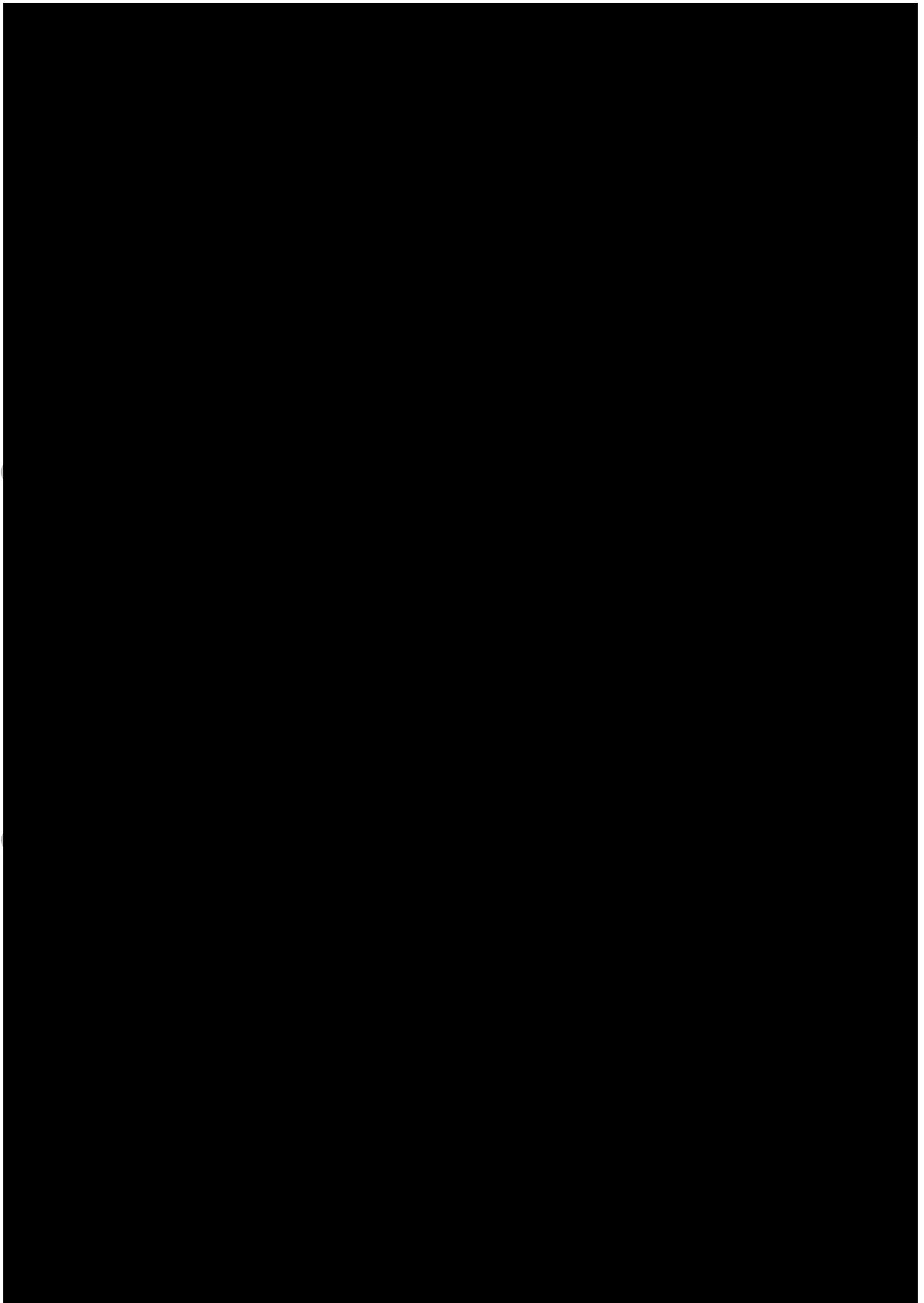


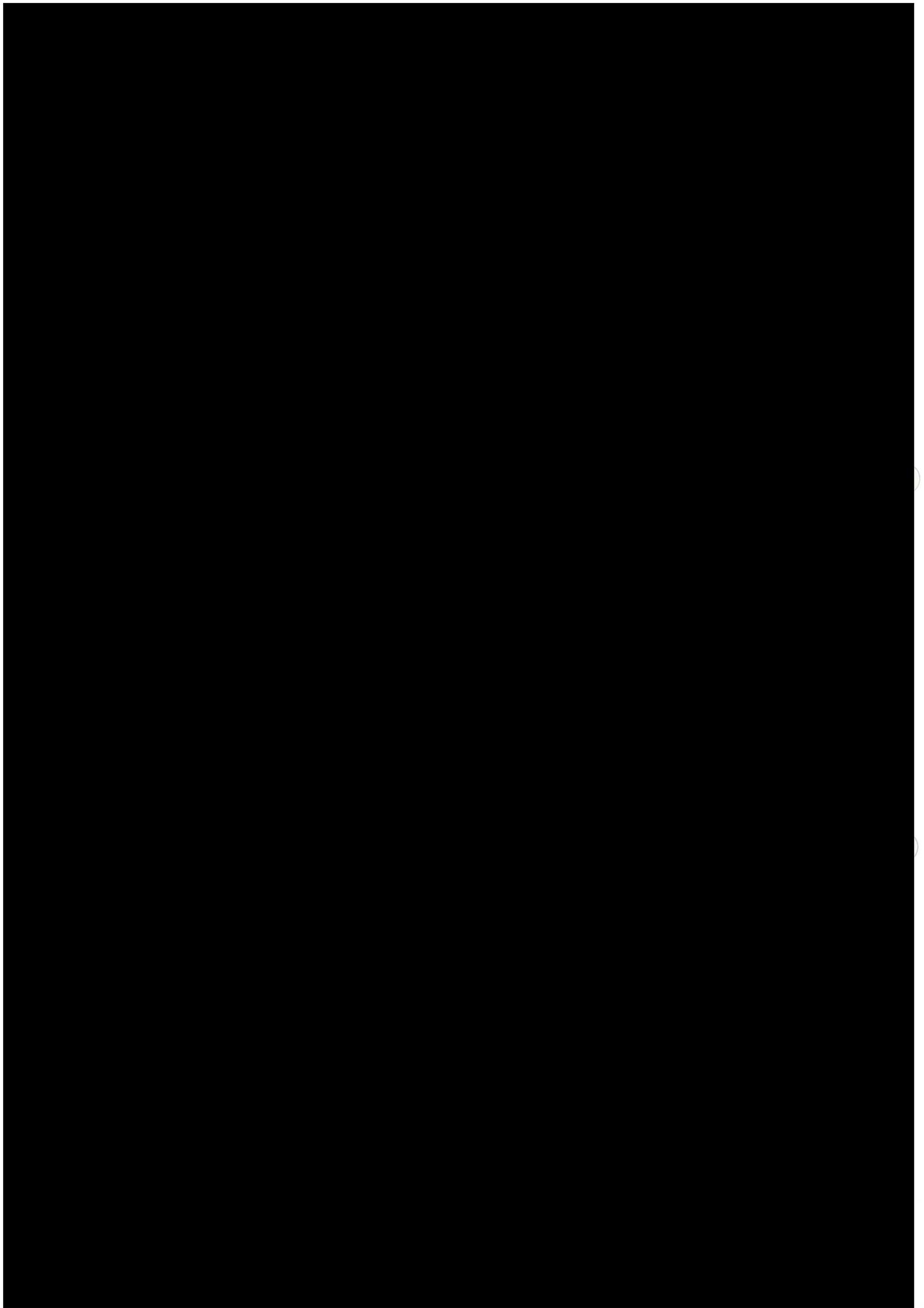


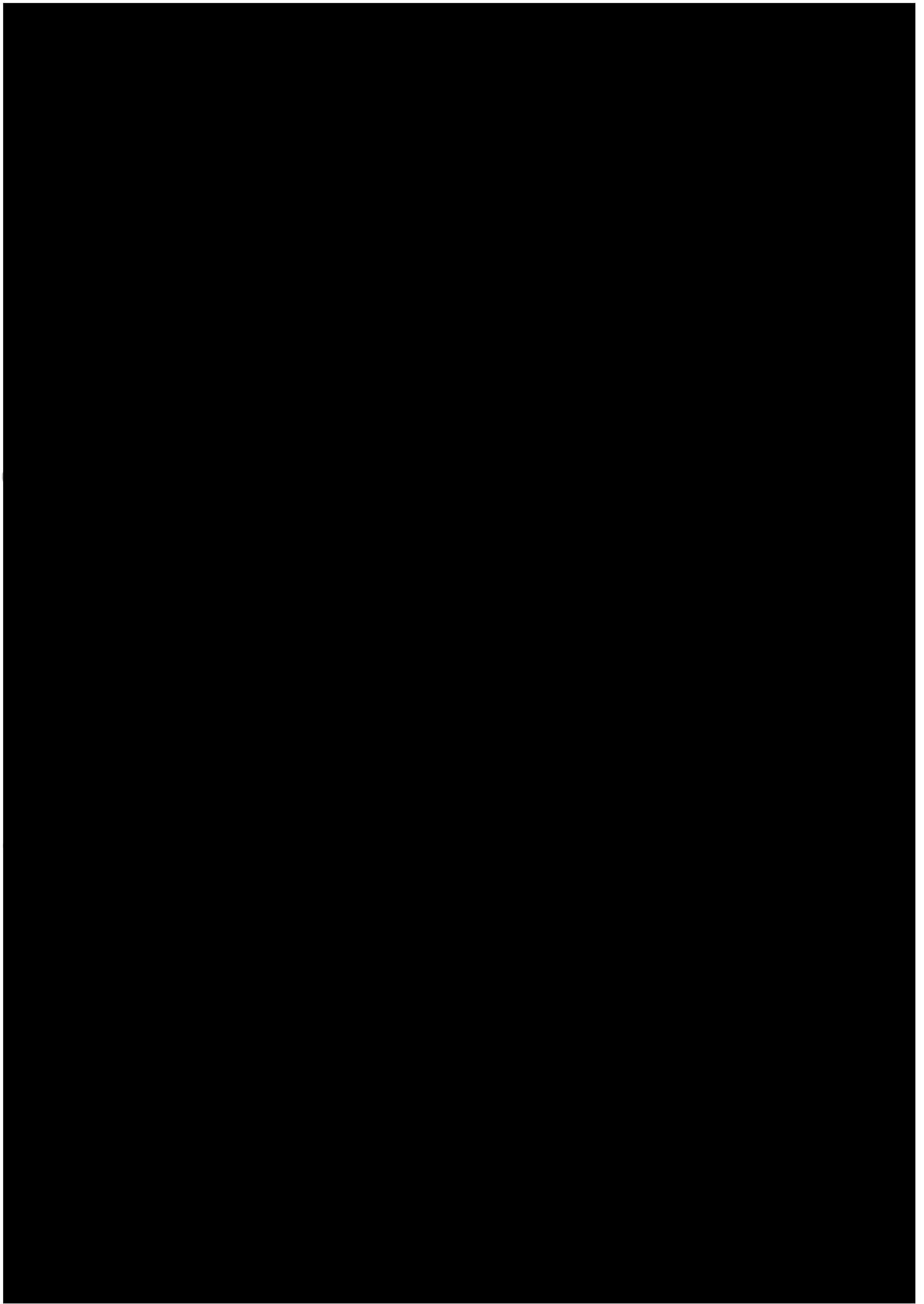


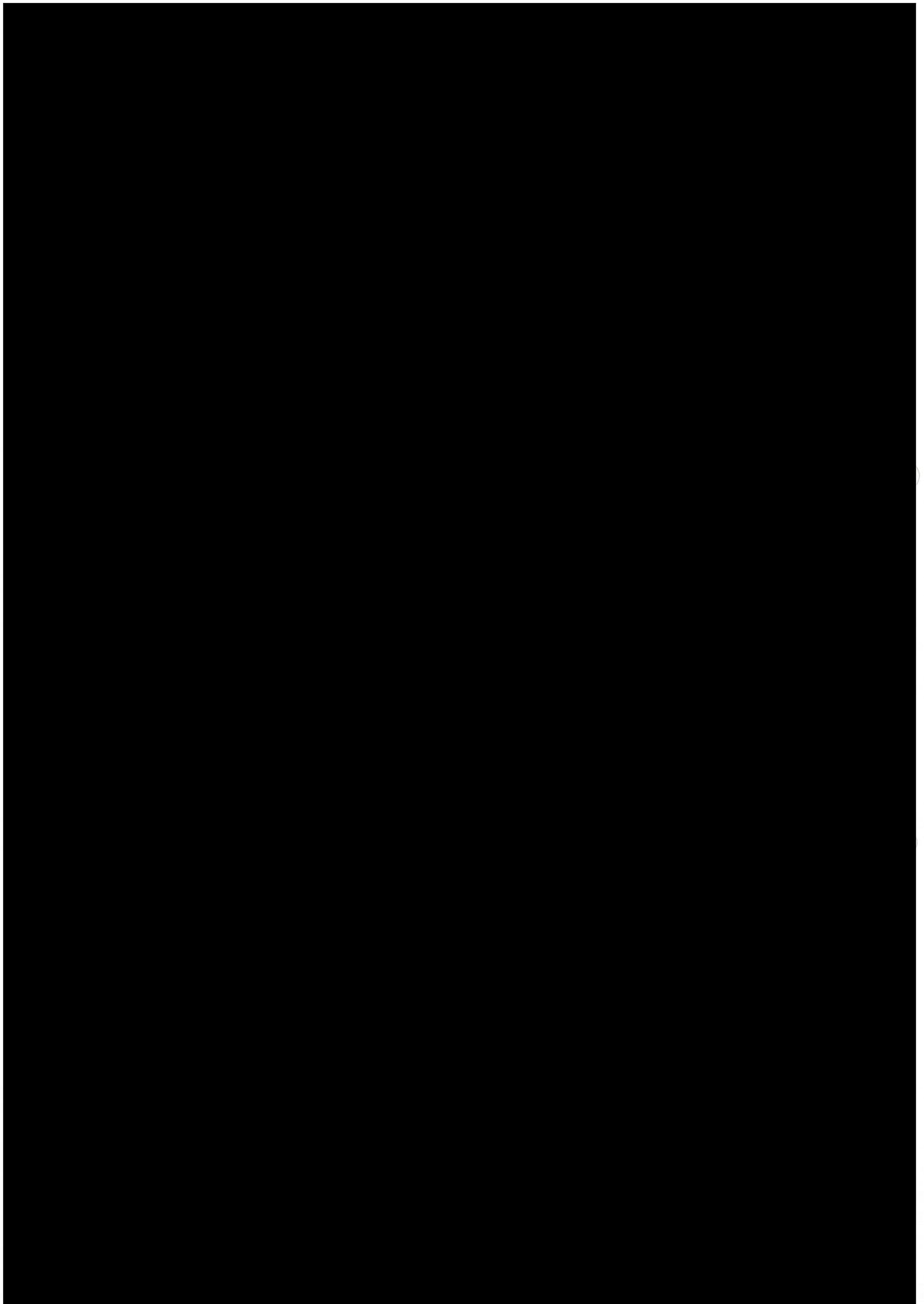


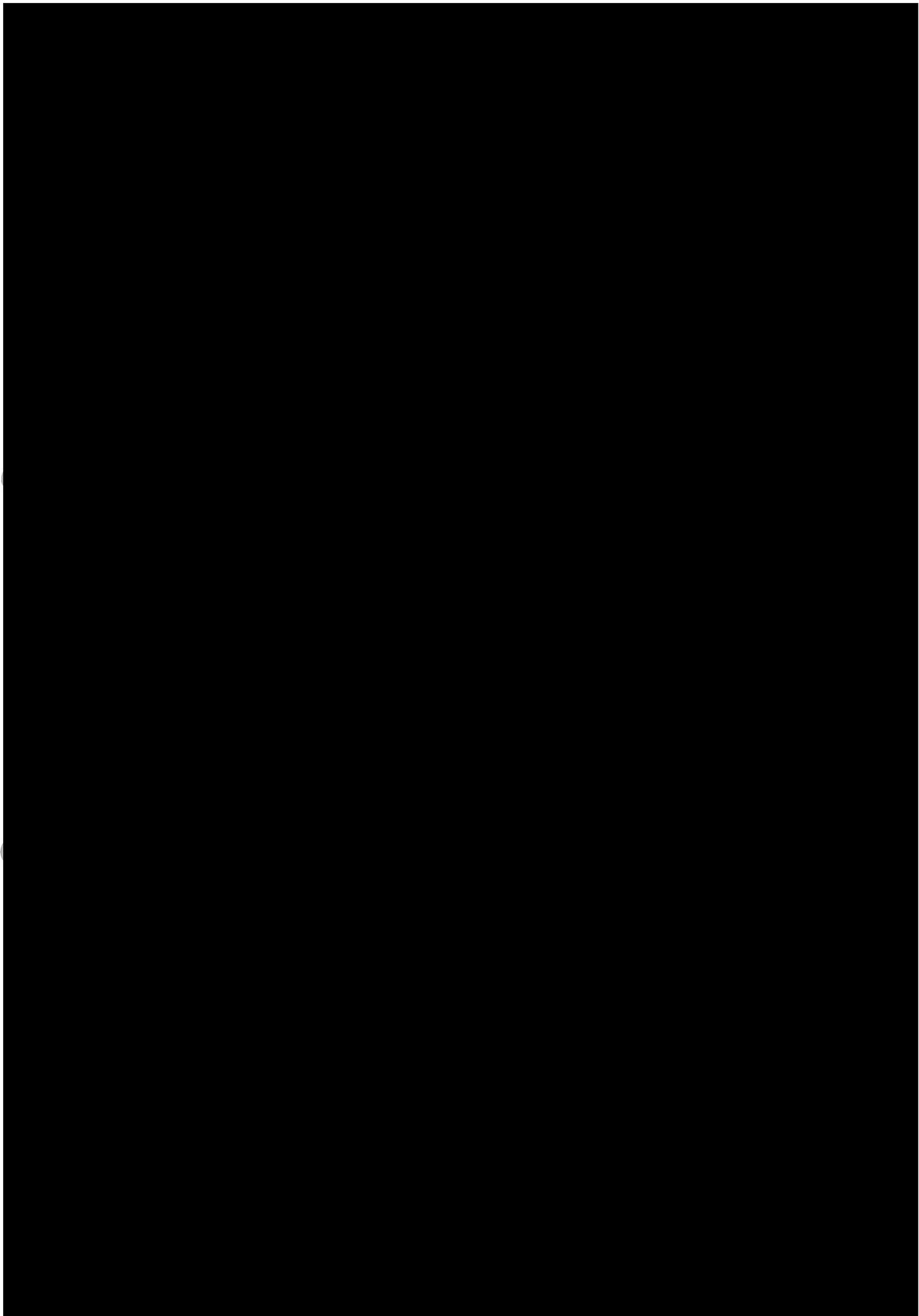


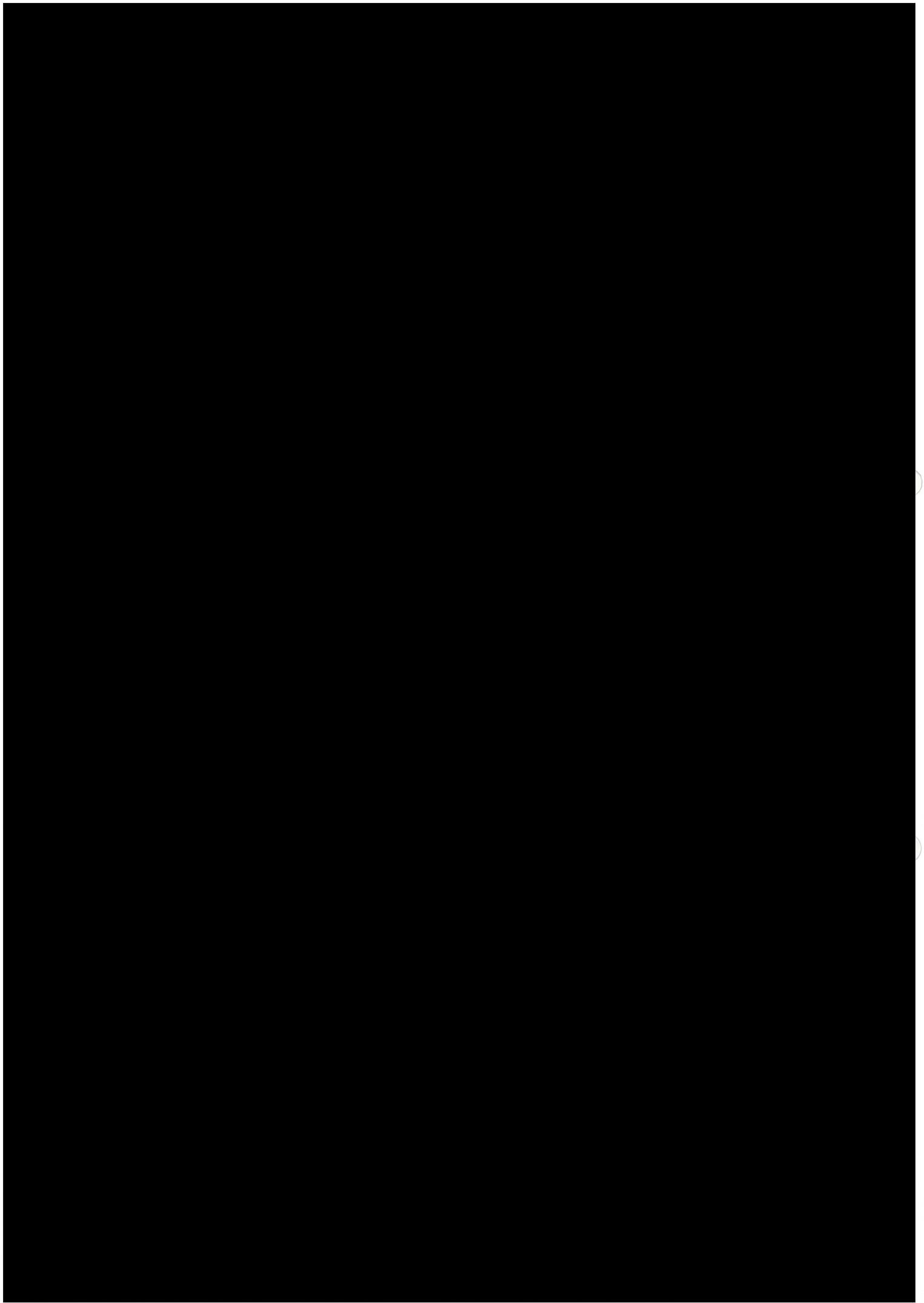


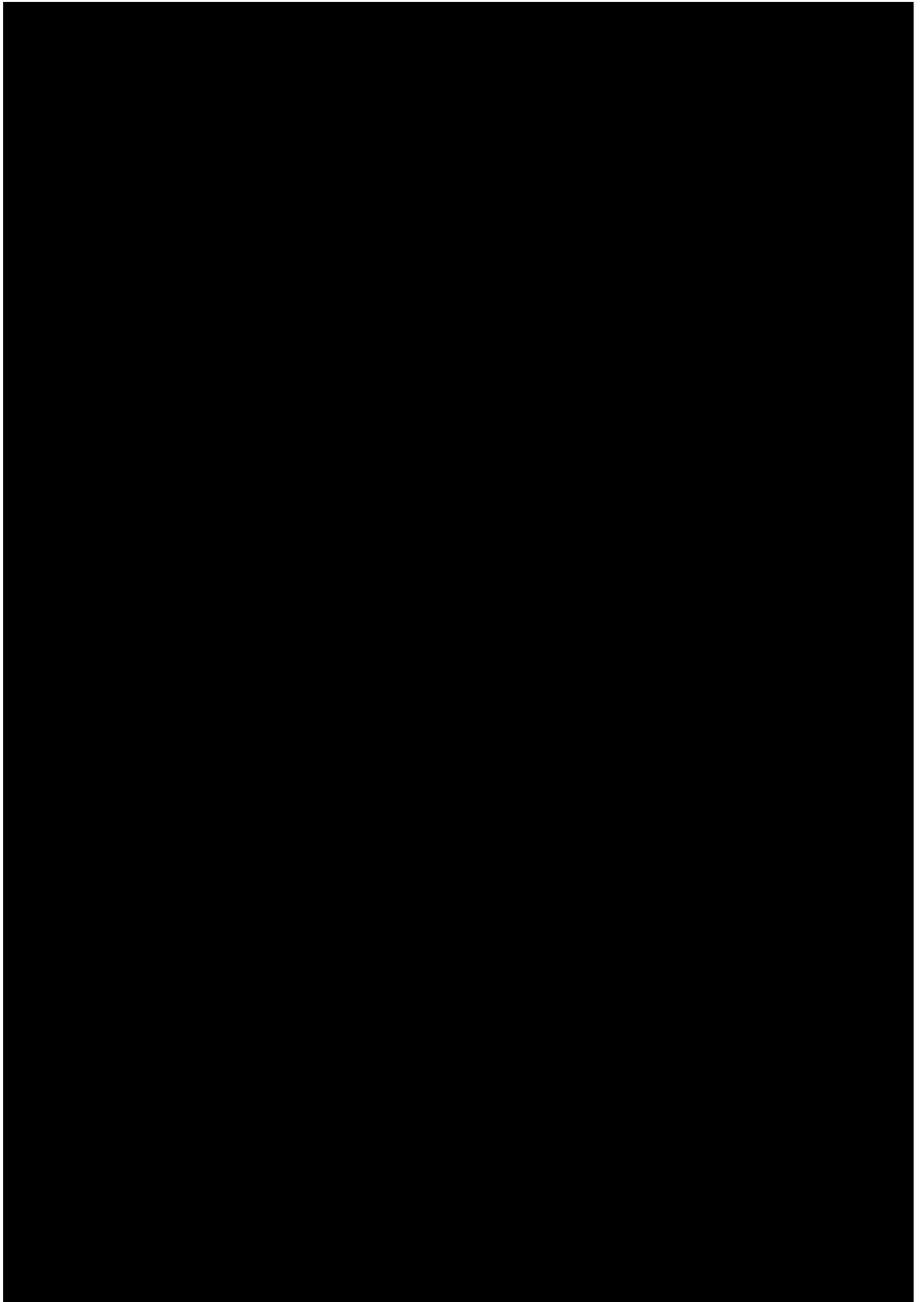












SCHEDULE D17. – PS CONTRACTOR’S INITIAL PROGRAM

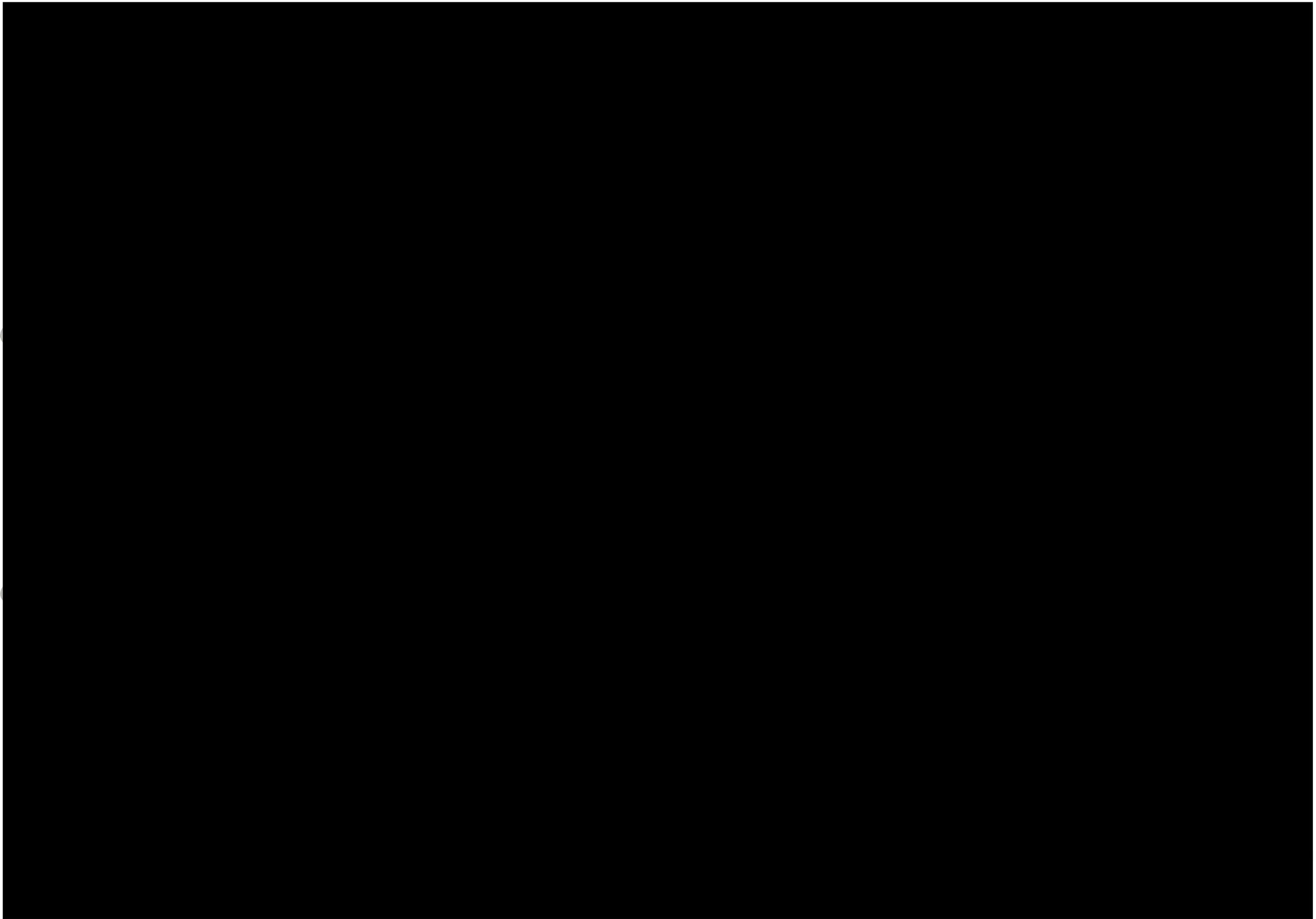
(Clause 21.5)



CPB

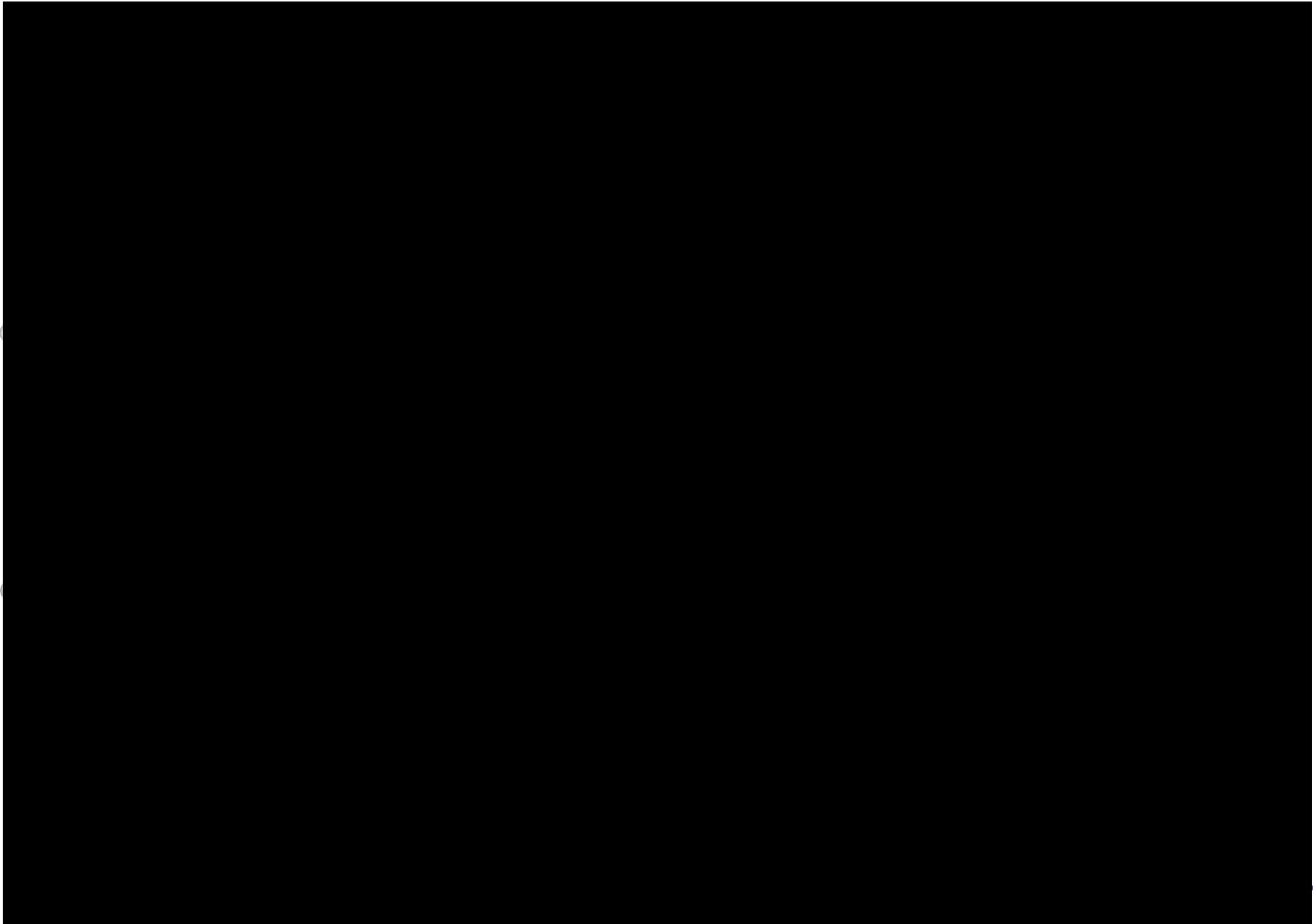
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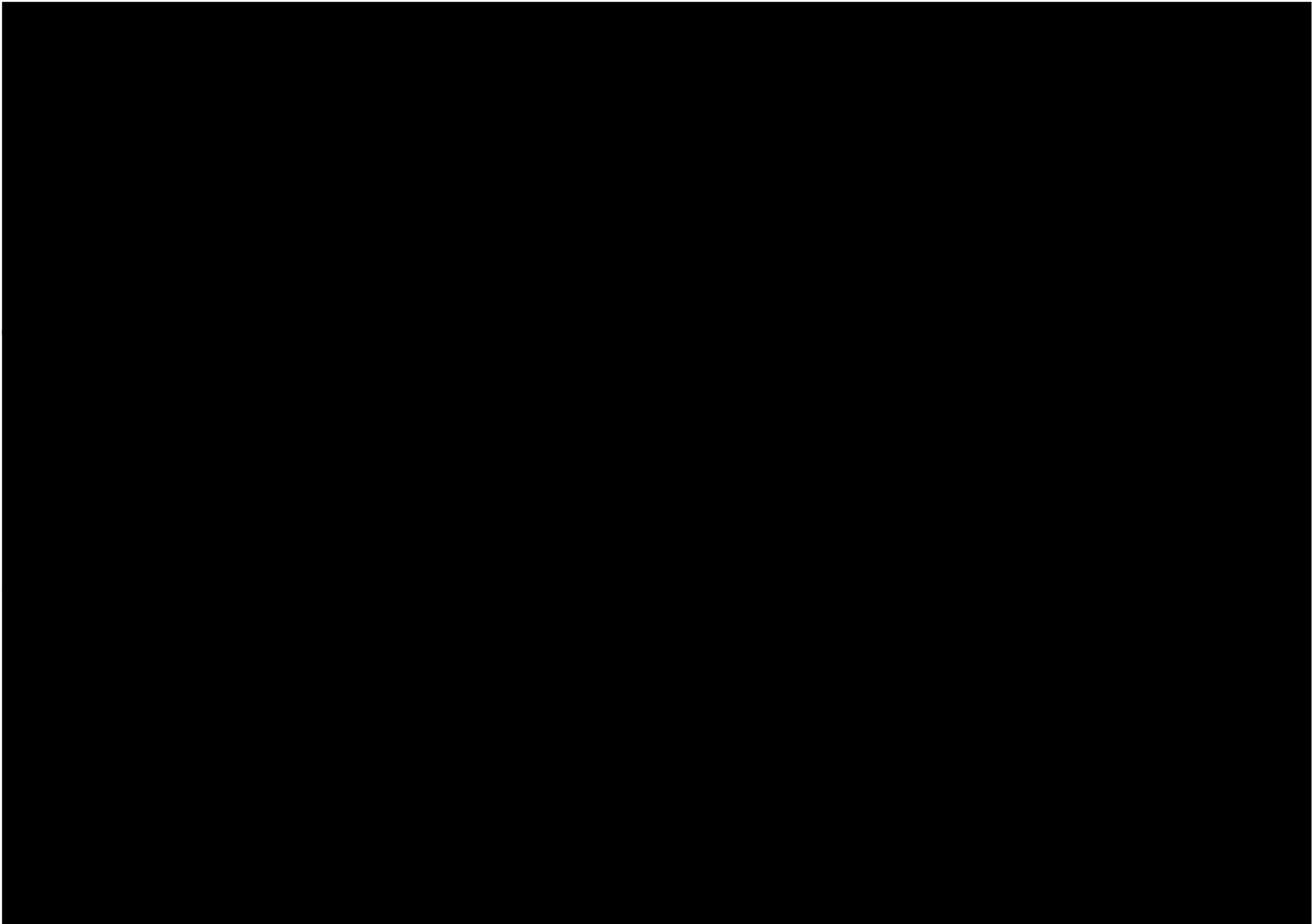


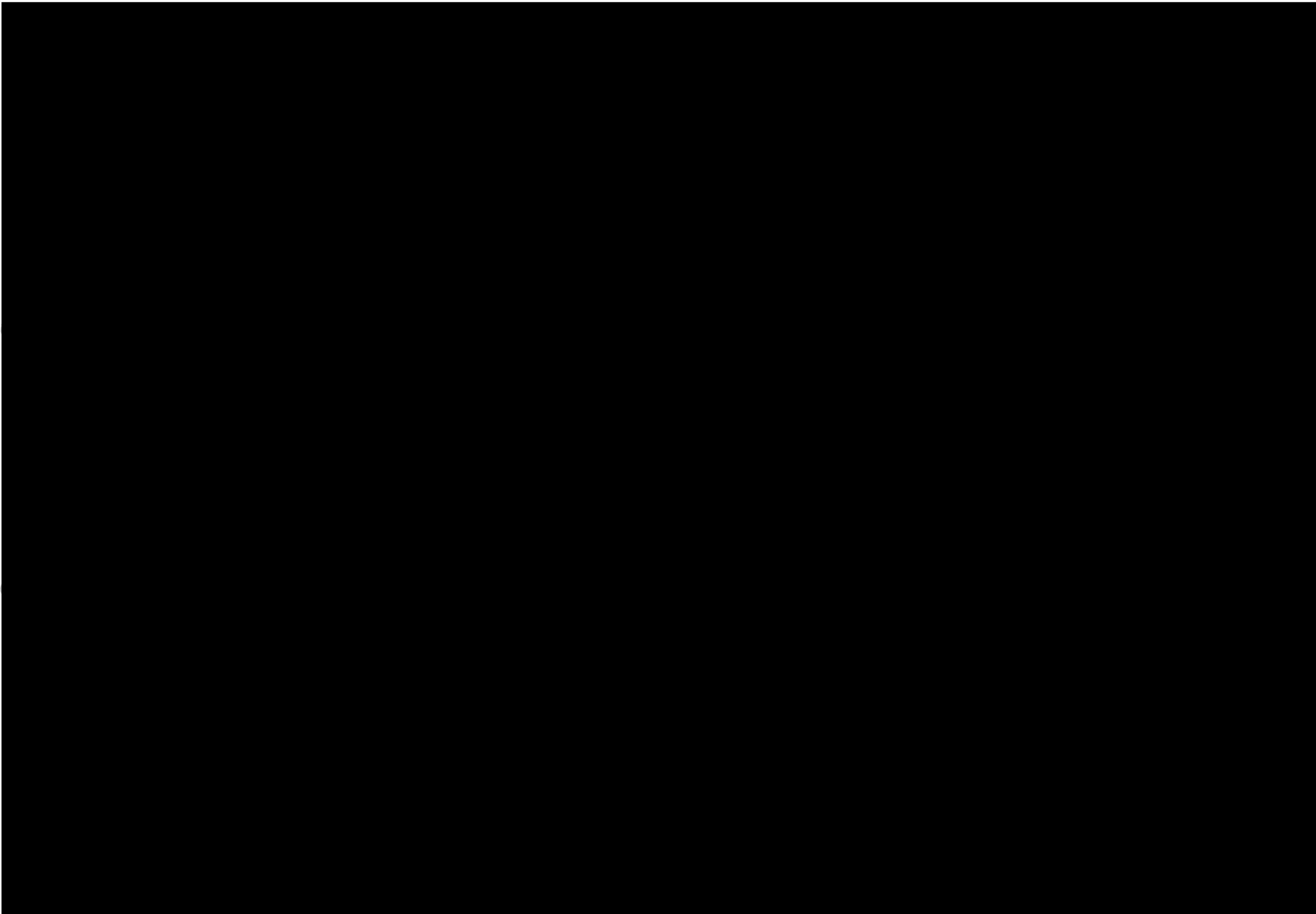


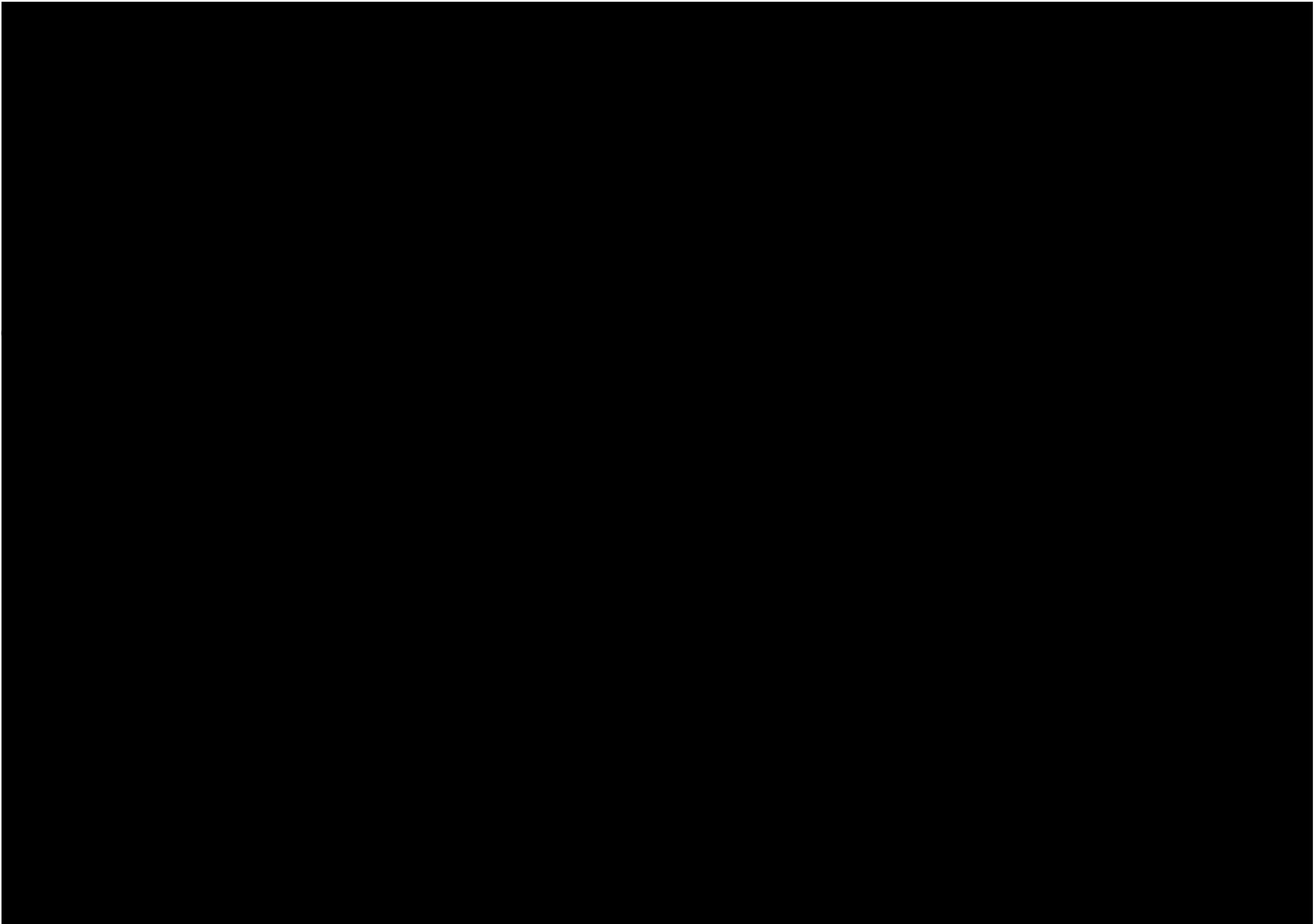


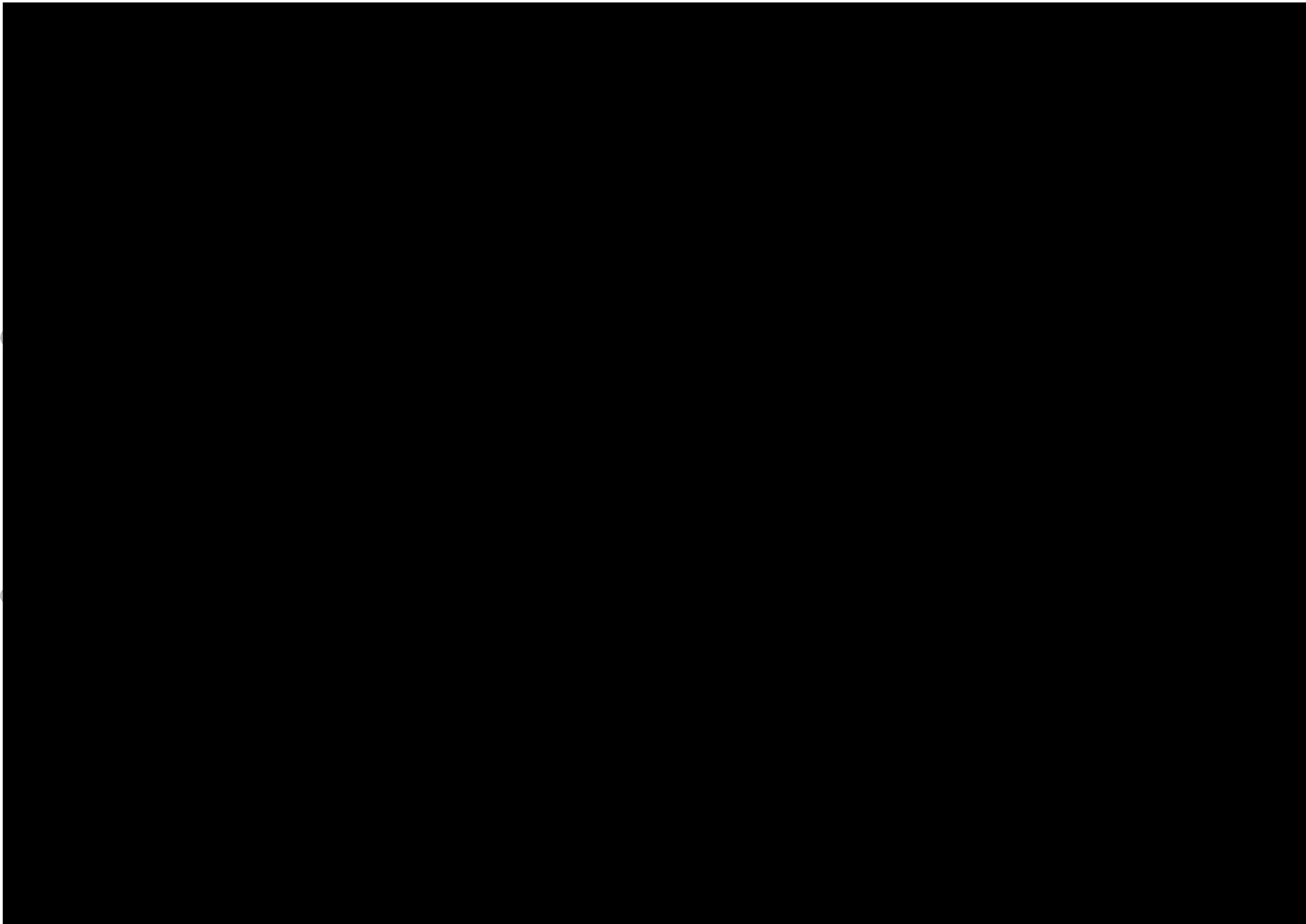


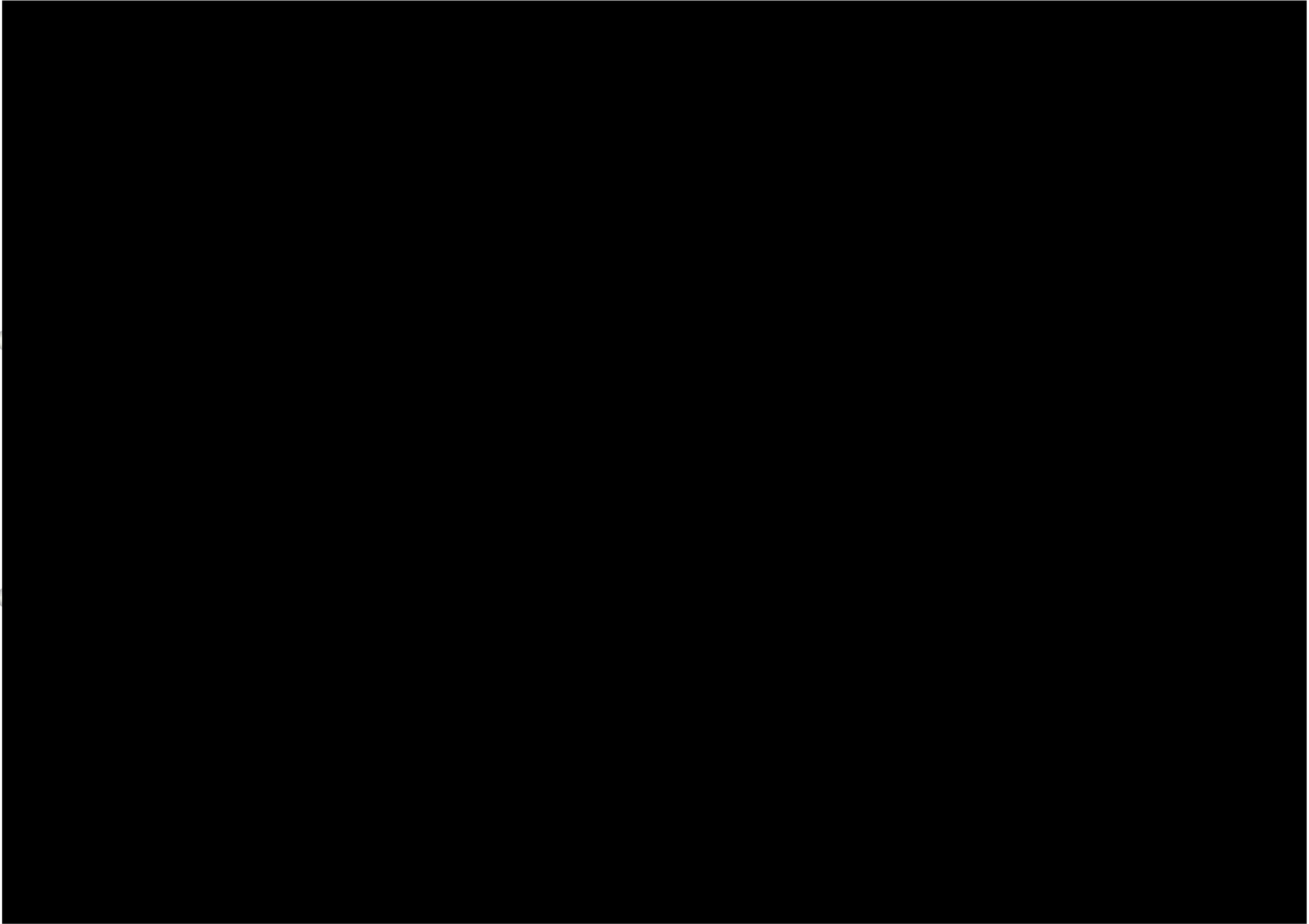


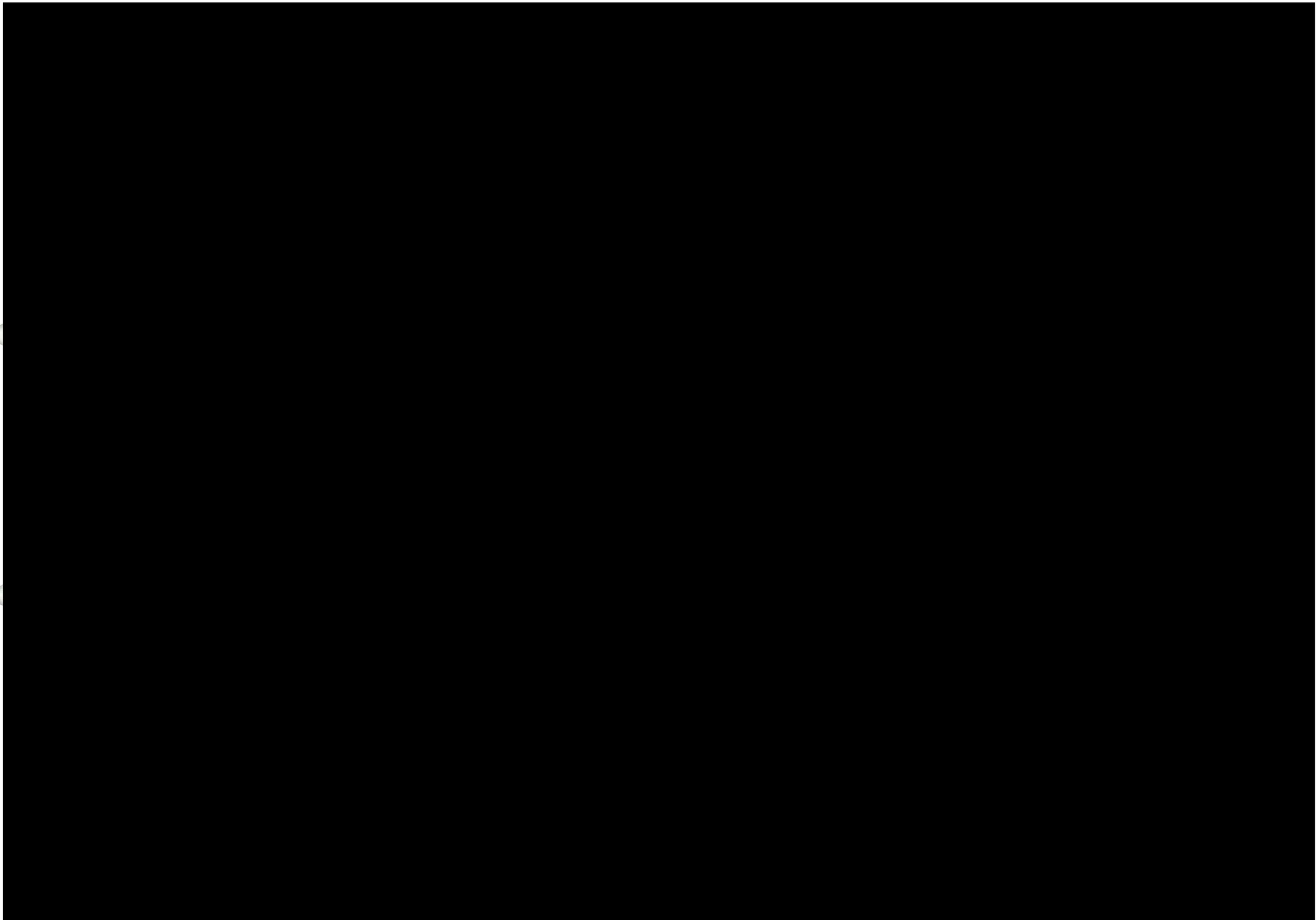


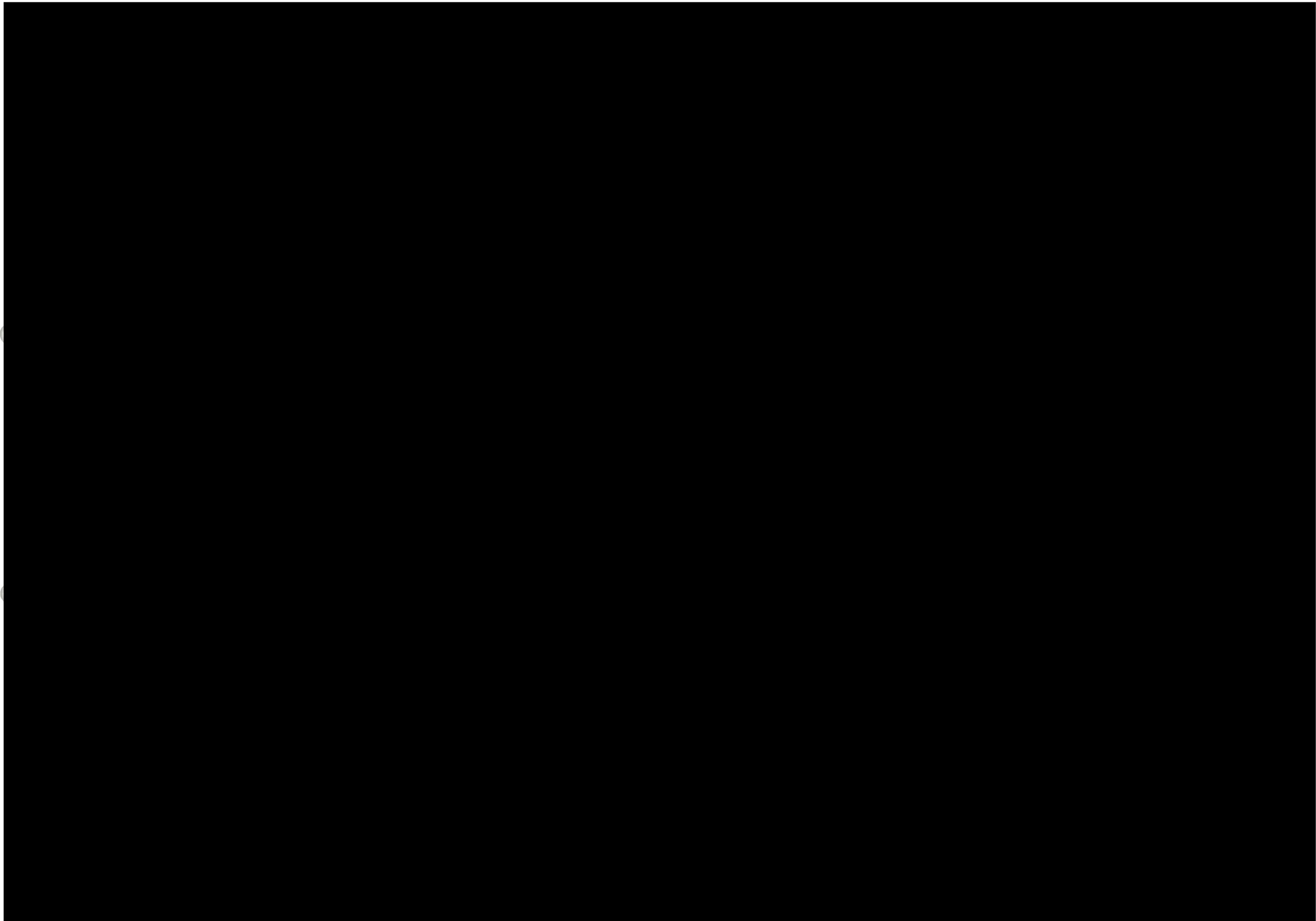


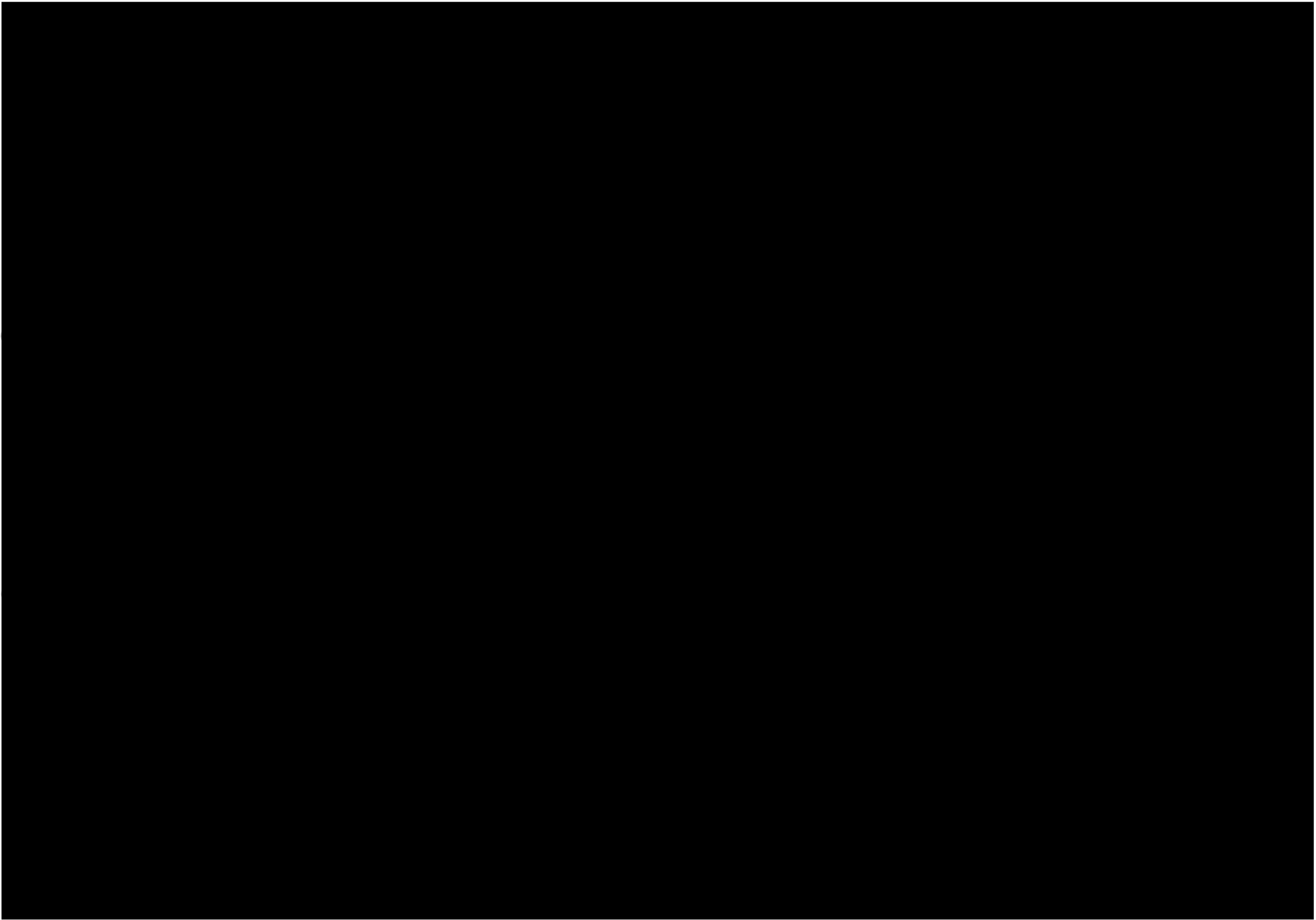


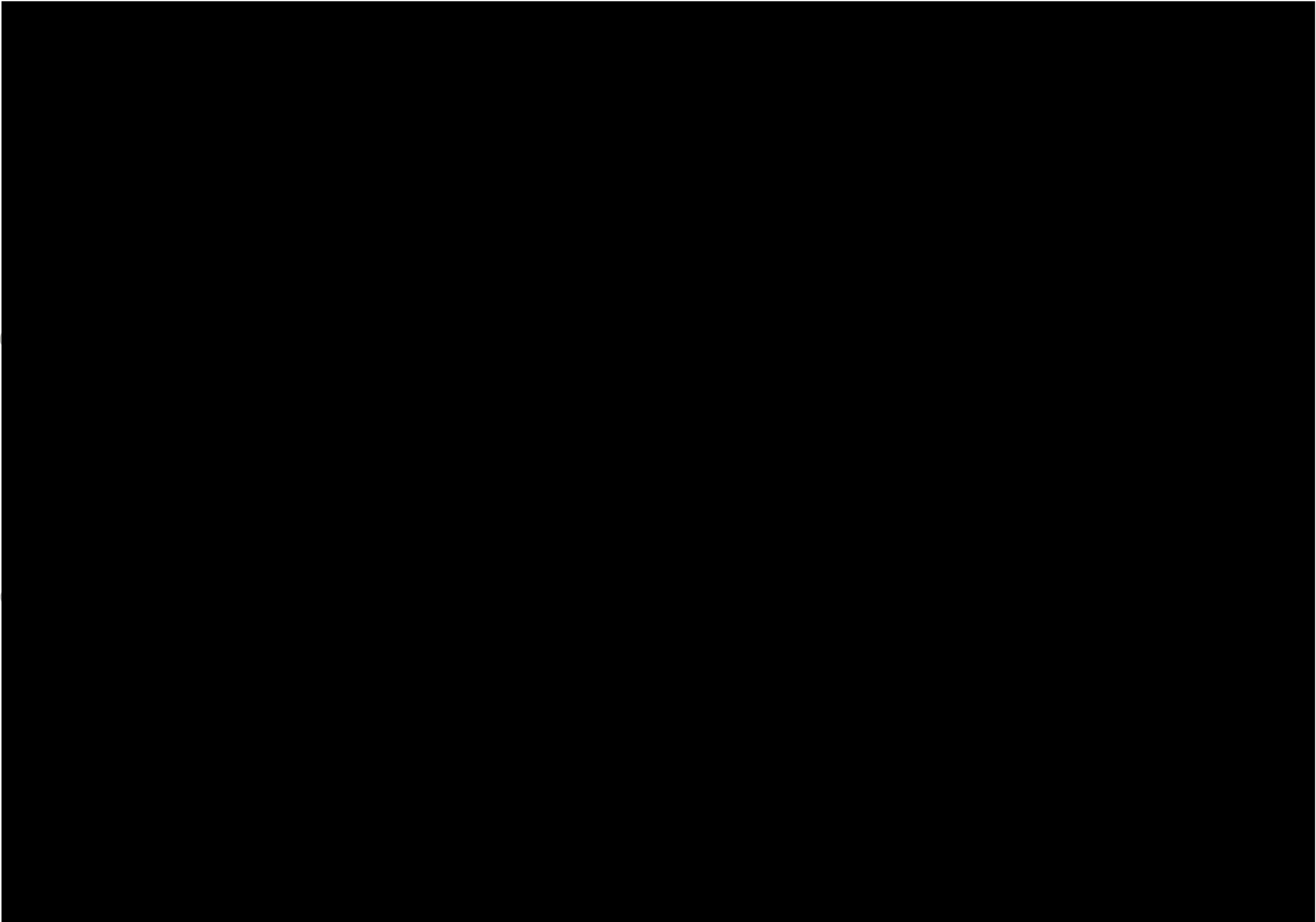


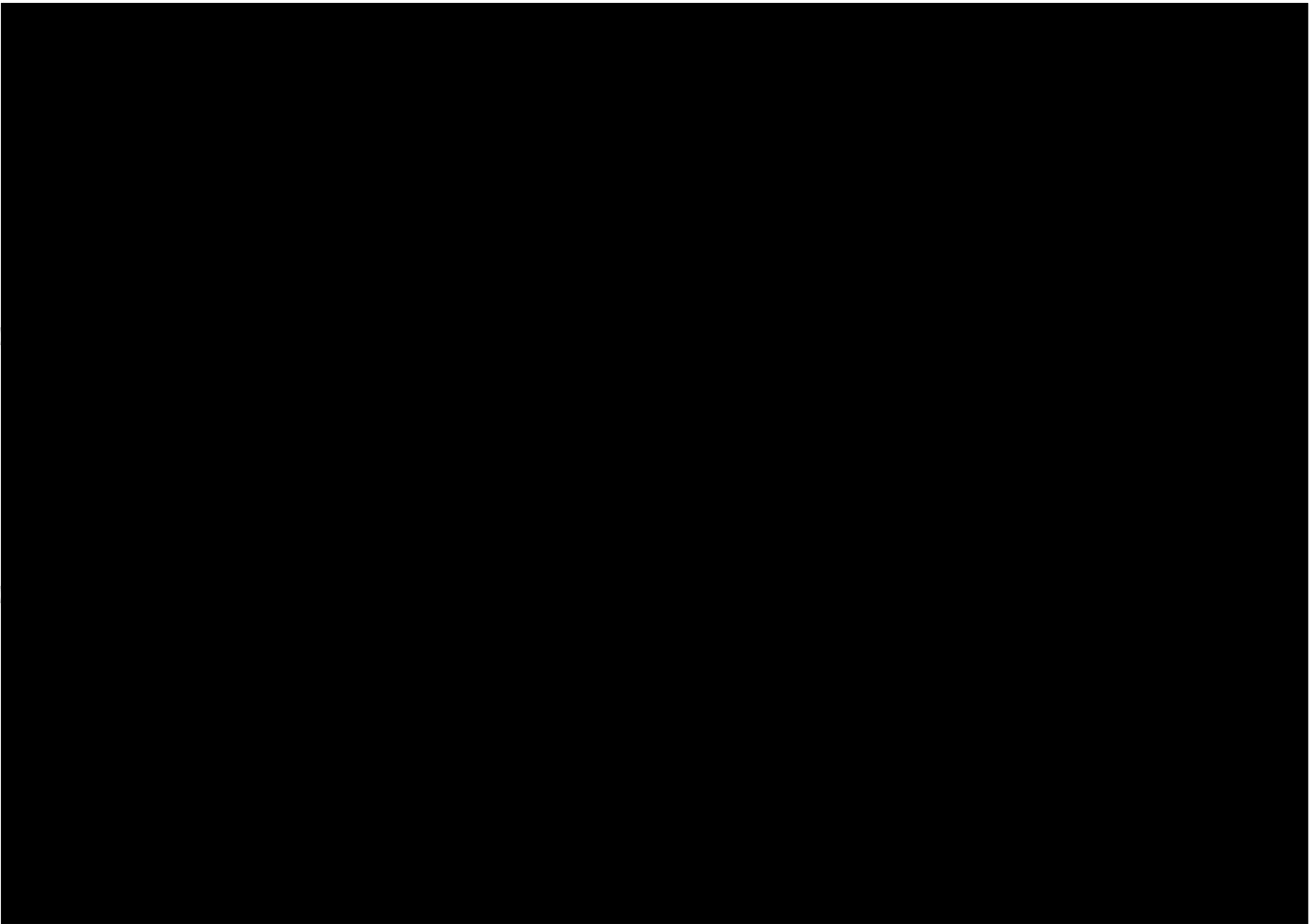


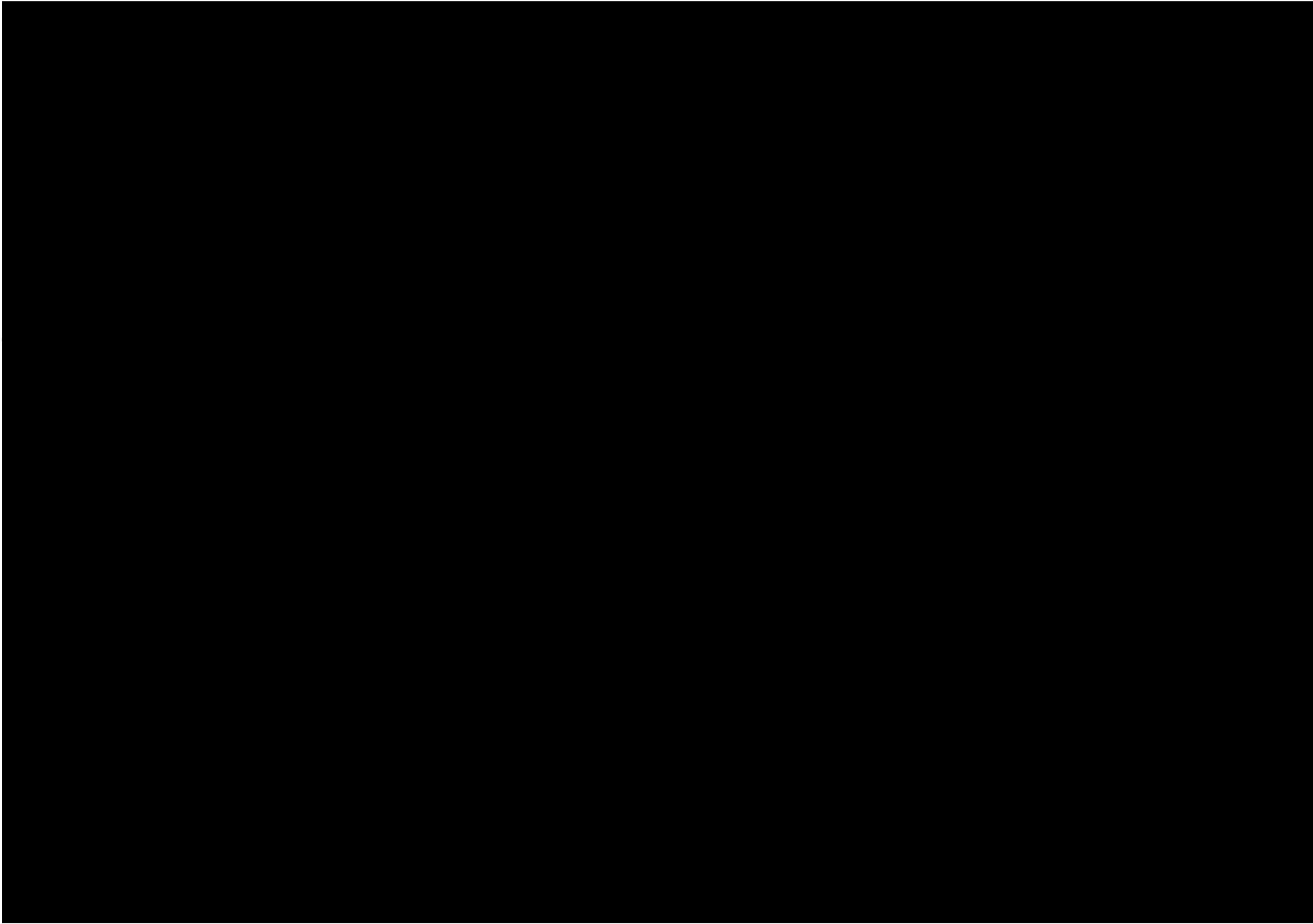


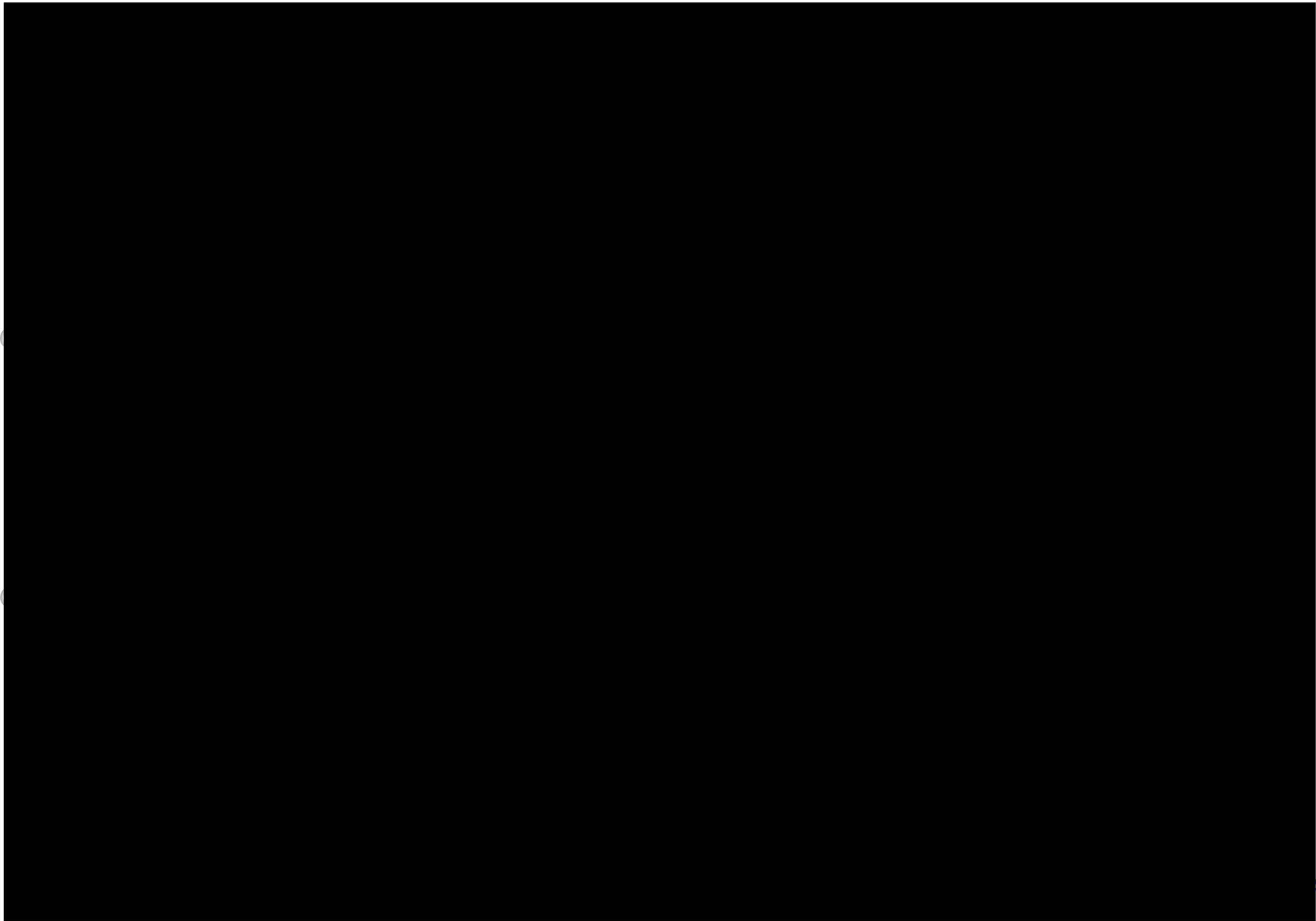


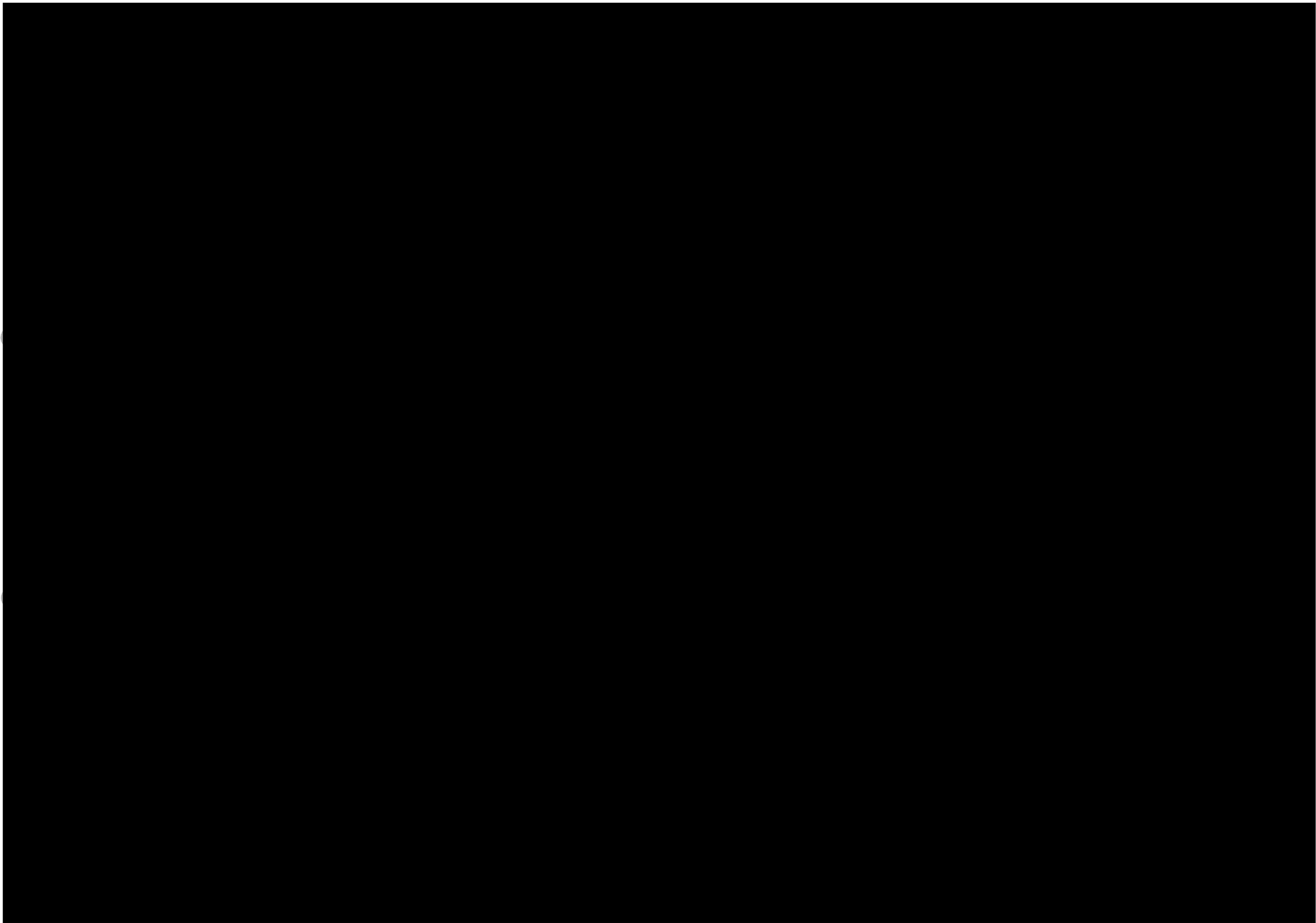


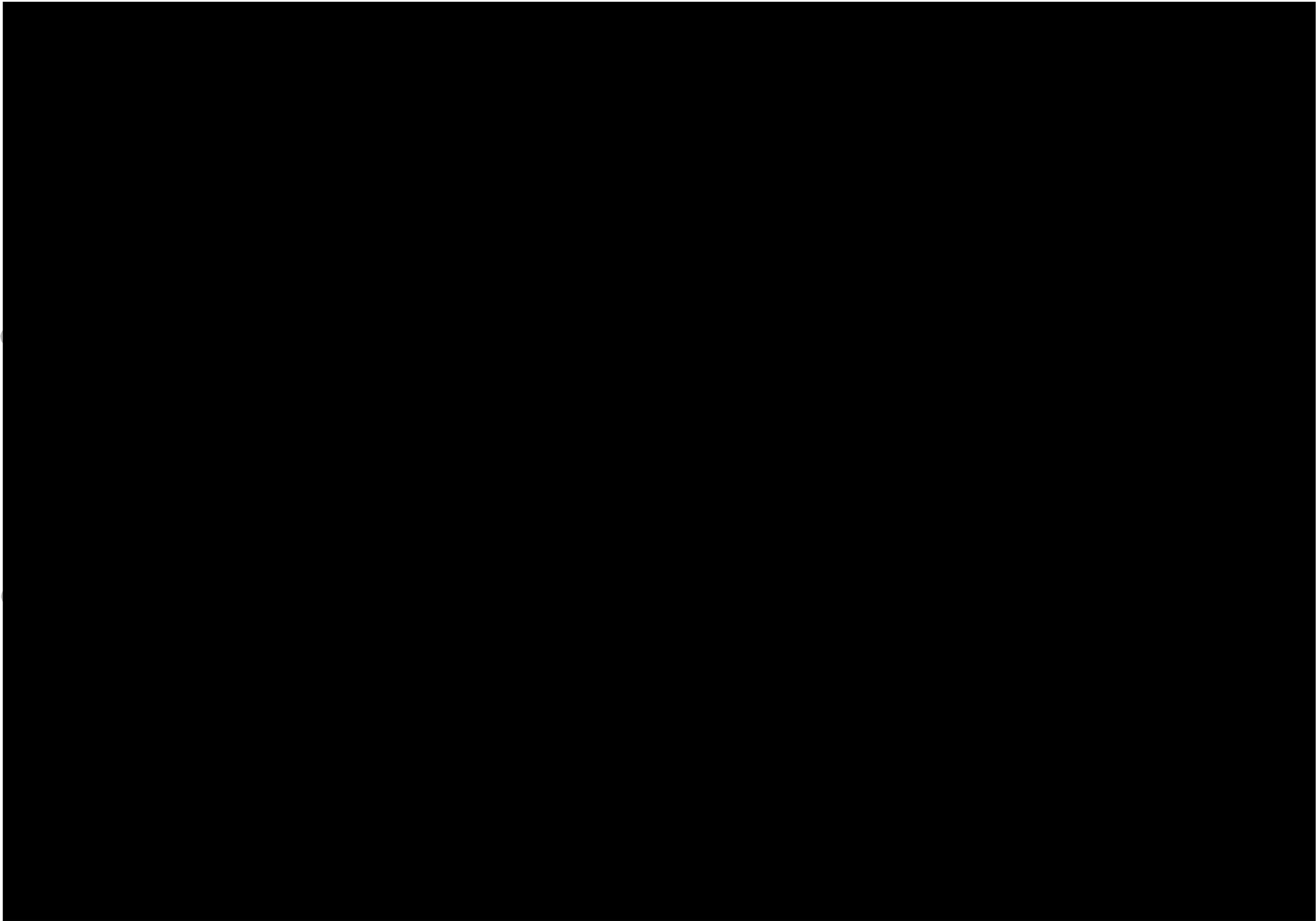


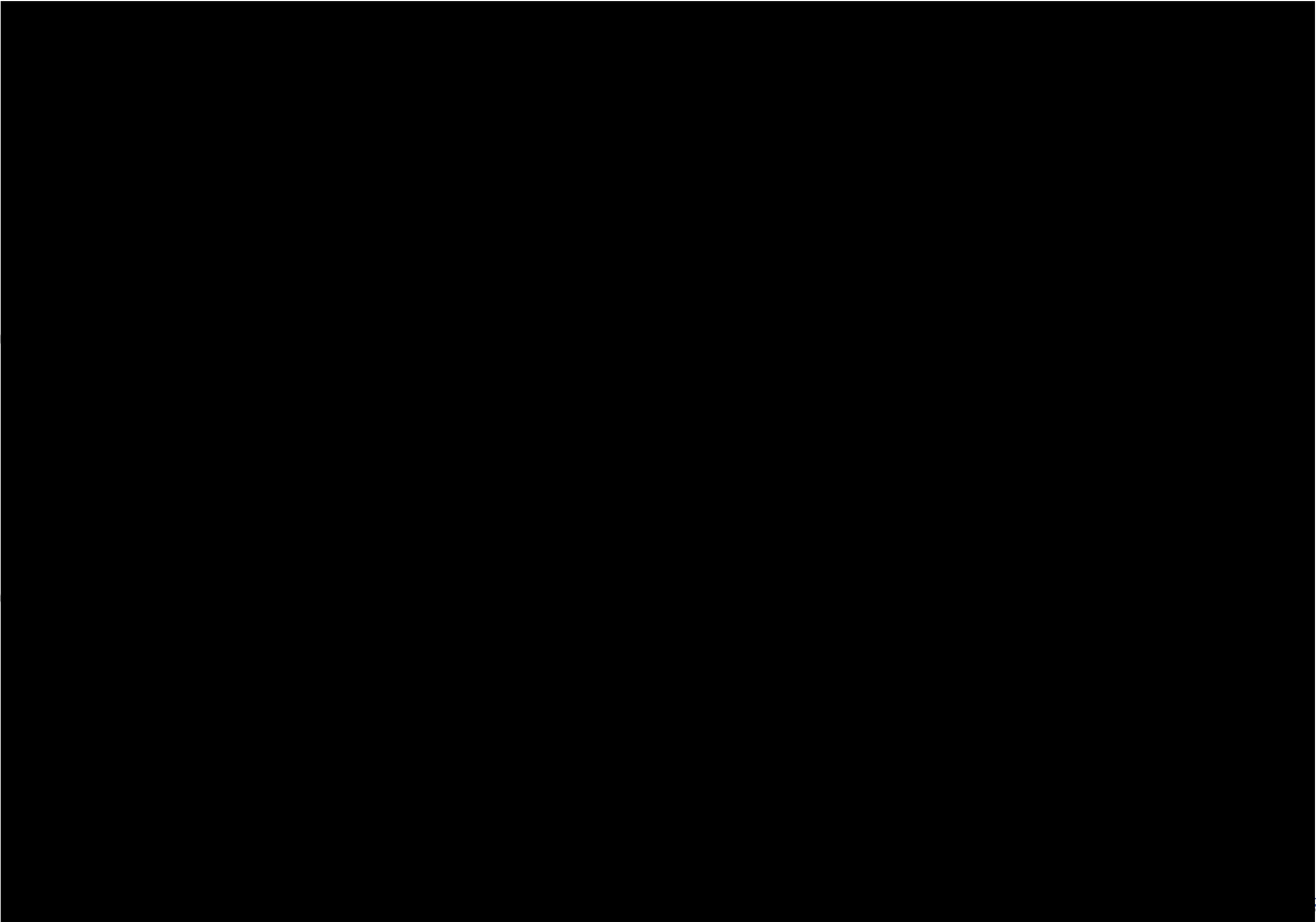


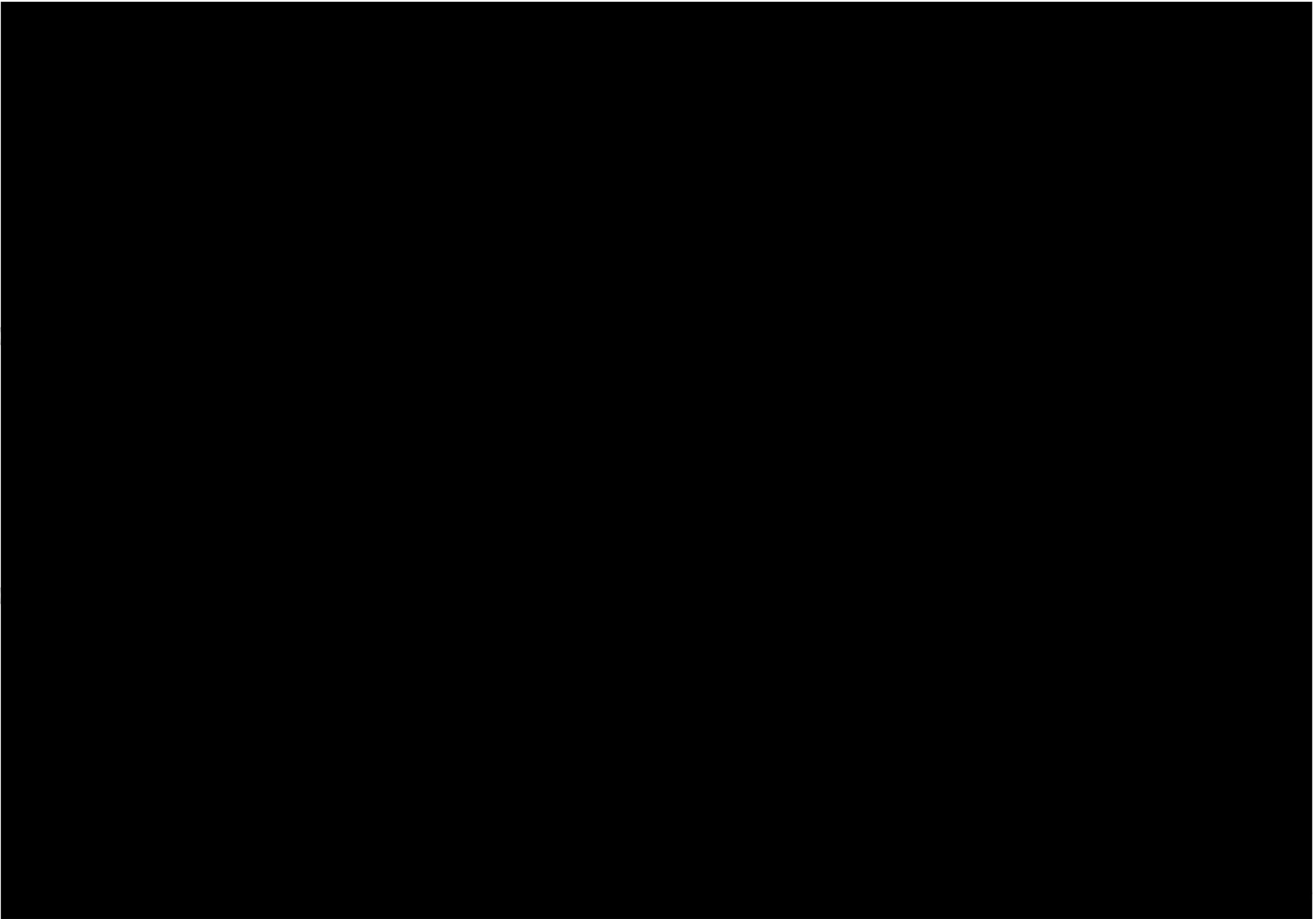


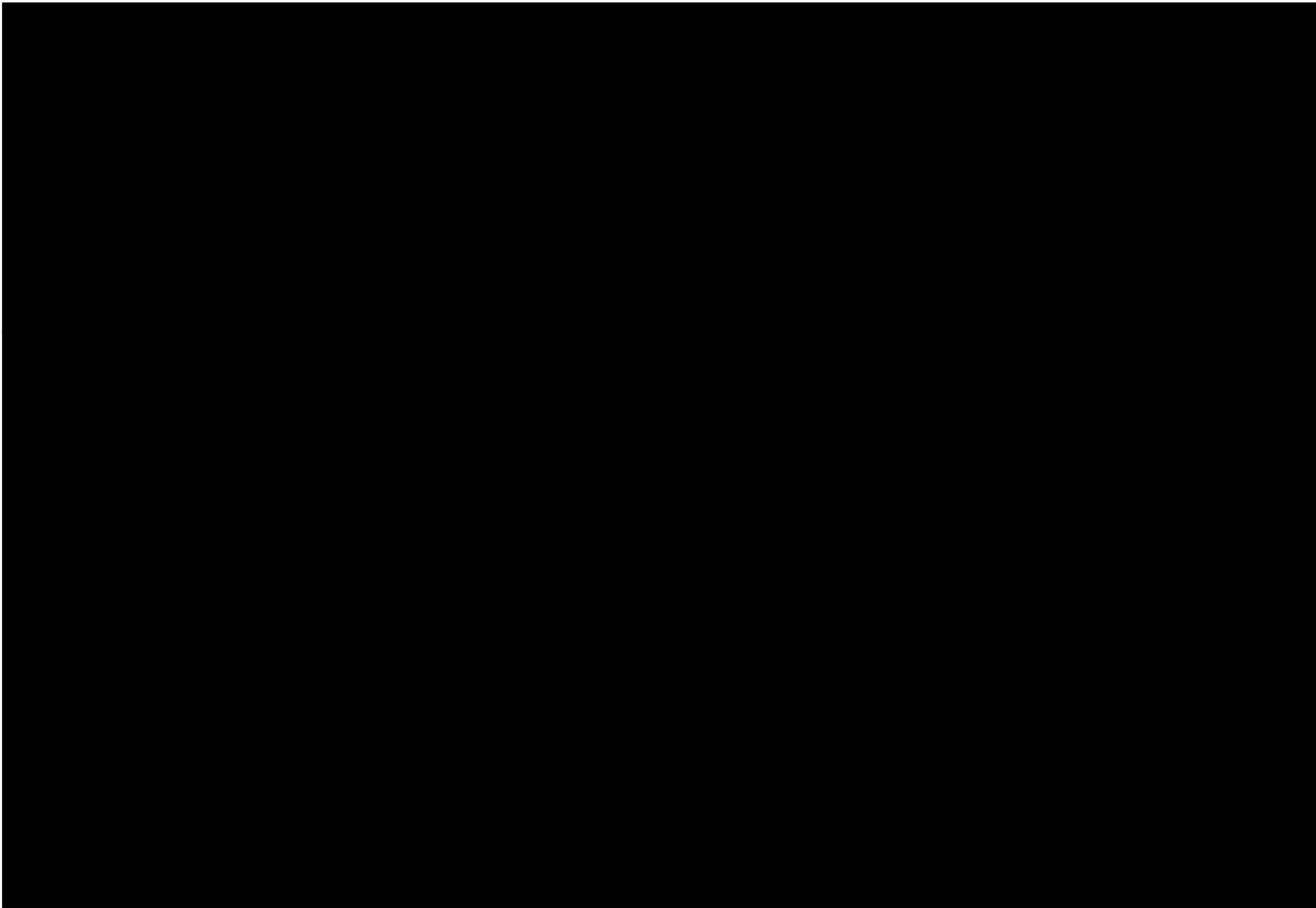


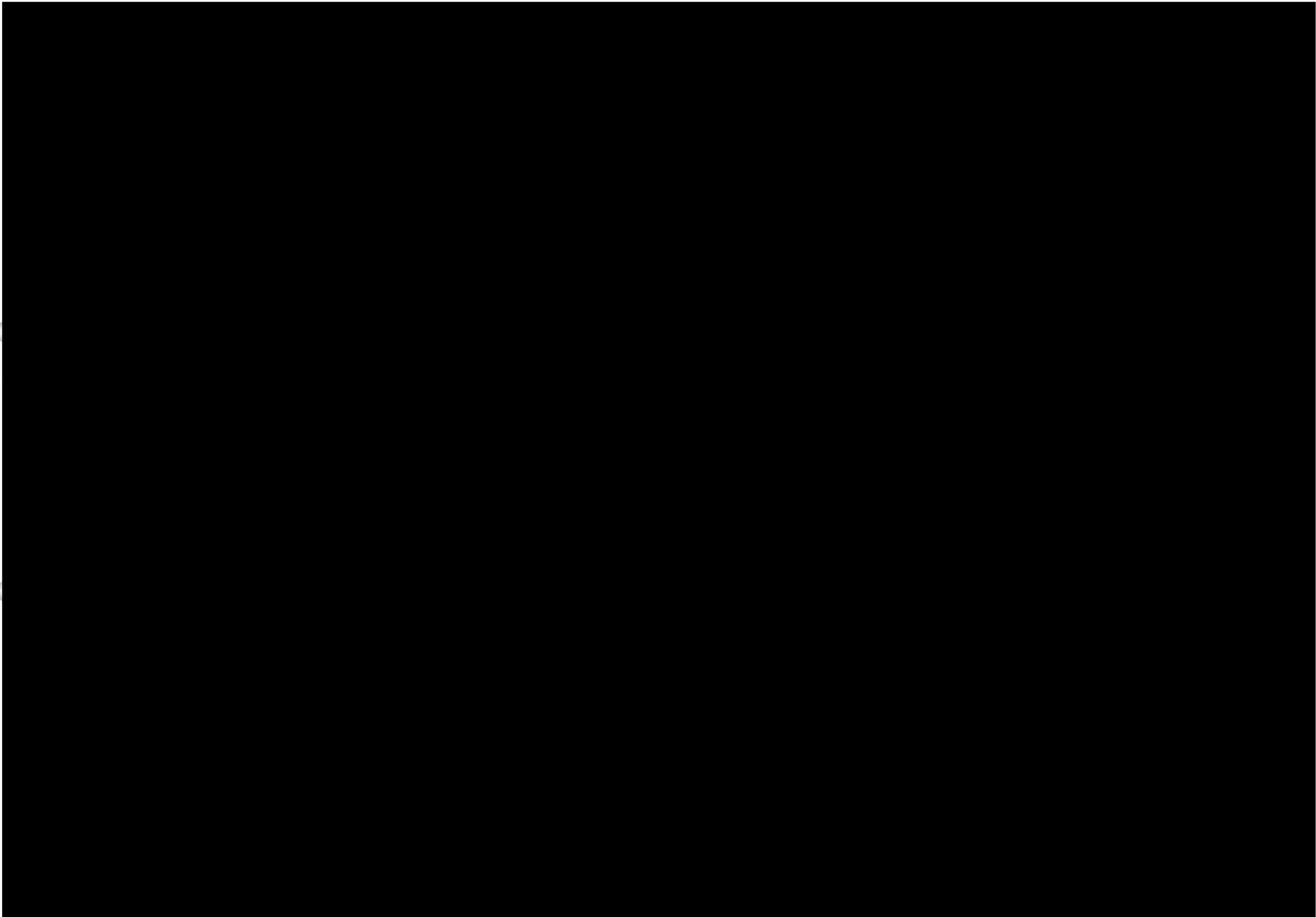


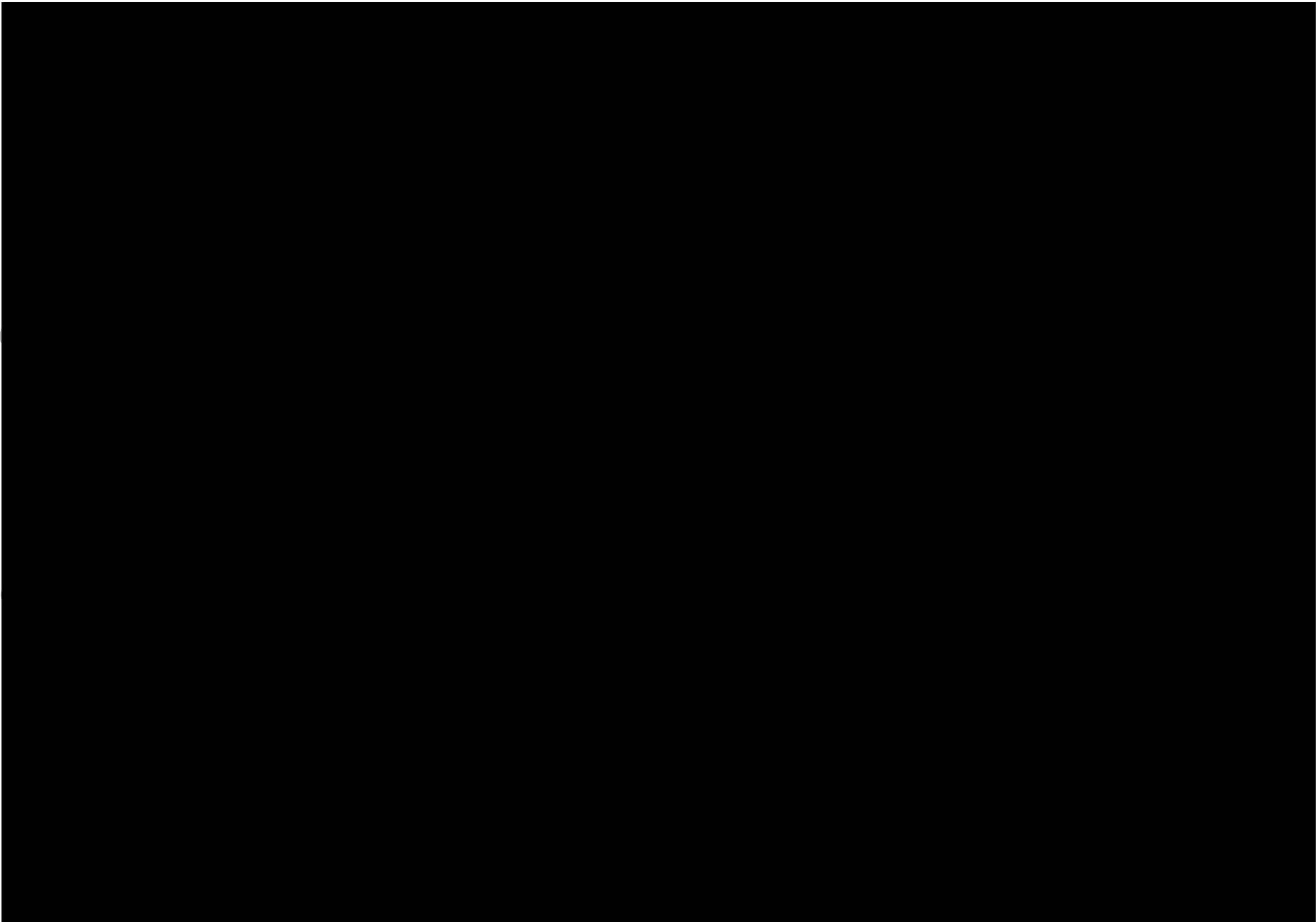




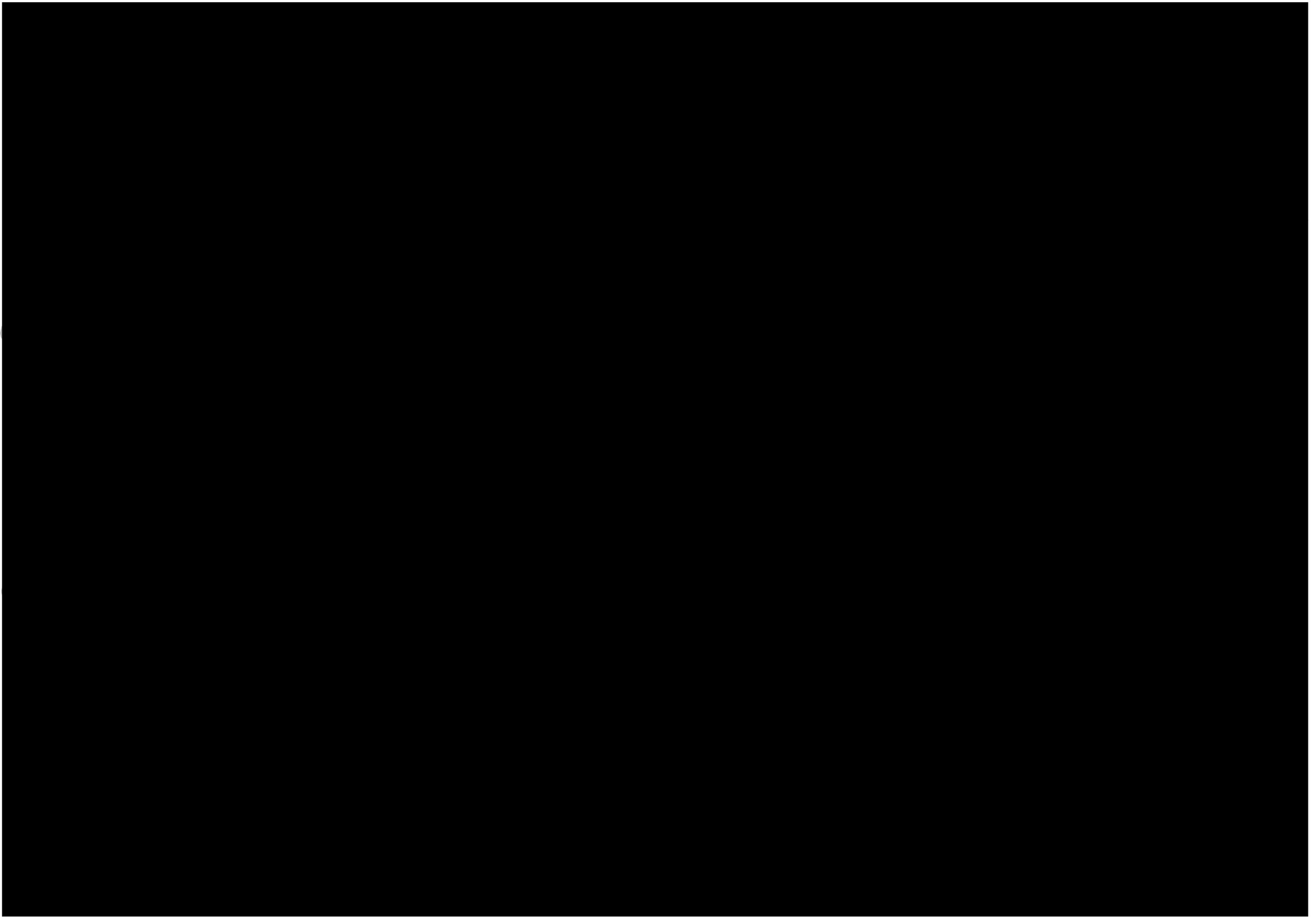


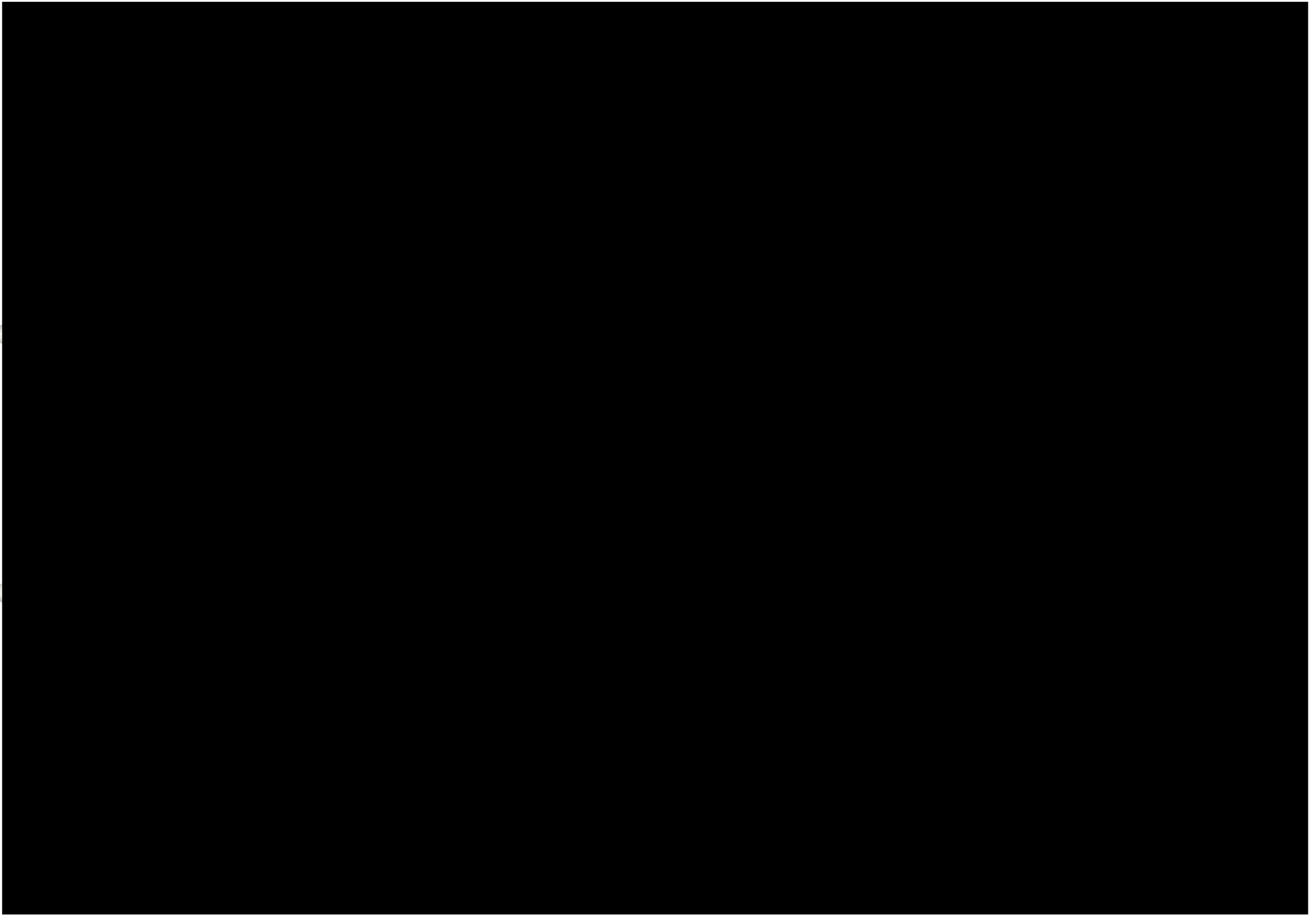












SCHEDULE D18. – ADJOINING PROPERTY EASEMENTS

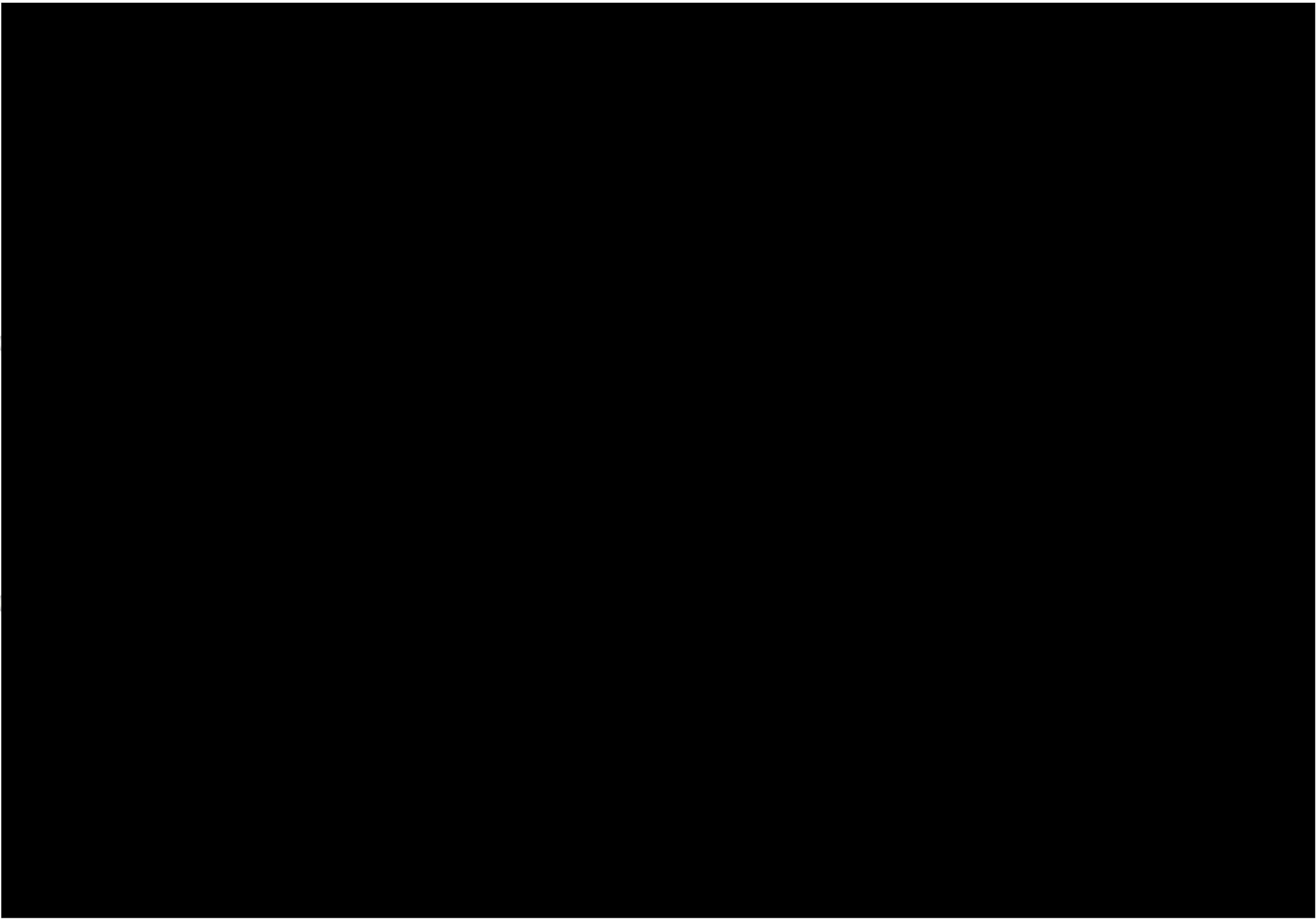
(Clause 13)

This Schedule D18 includes the documents which are referred to below and are included in Schedule F1 as electronic files:

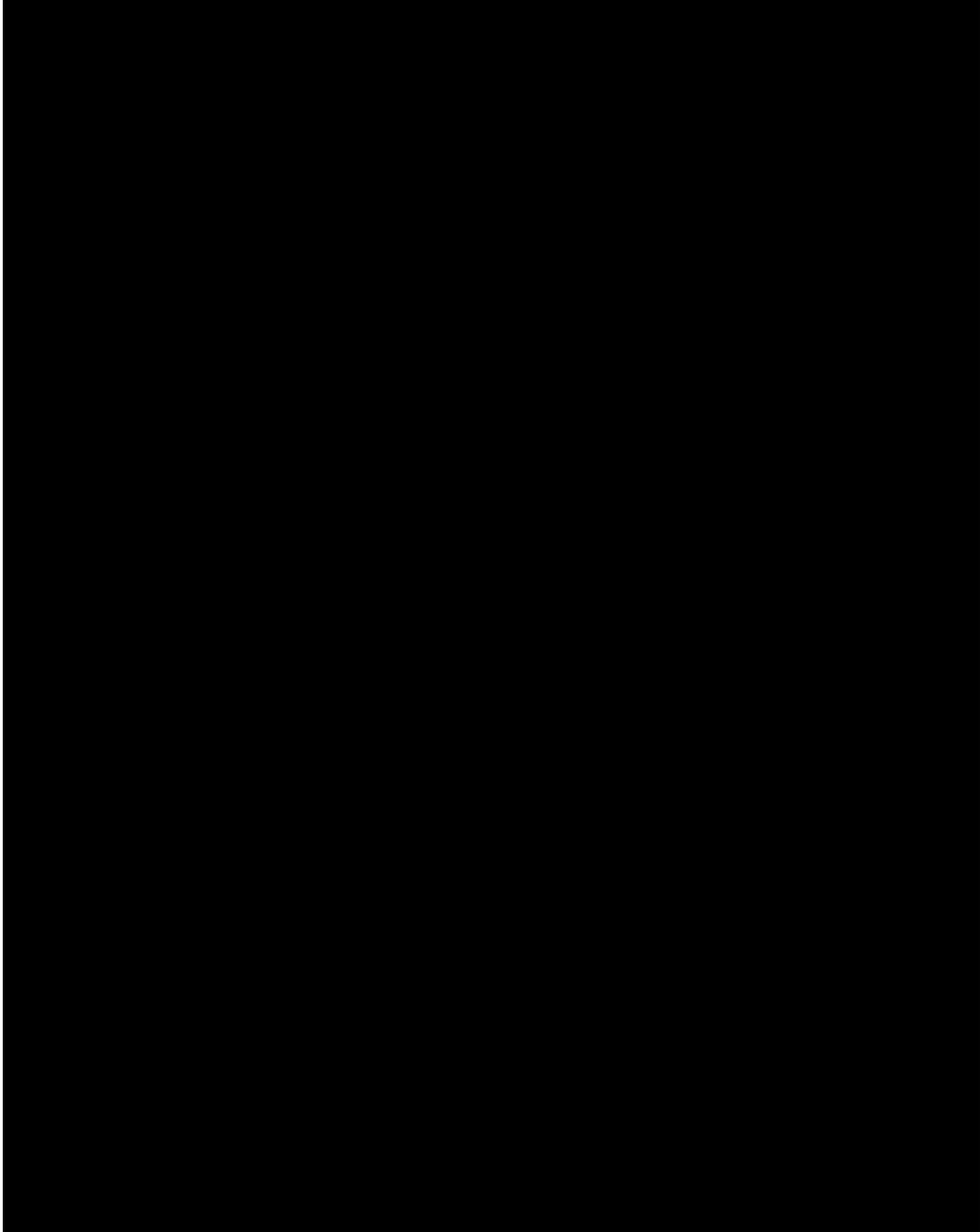
- Easement for Rock Anchors over part Lot 1 in Deposited Plan 516988 — 294-294B Pitt Street, Sydney (Gazette Notice No. 14 dated Friday, 9 February 2018);
- Easement for Safety Structure over part Lot 1 in Deposited Plan 516988 — 294-294B Pitt Street, Sydney (Gazette Notice No. 33 dated Friday, 23 March 2018);
- Easement for Safety Structure over part Common Property in Strata Plan 74745 — 137-139 Bathurst Street, Sydney (Gazette Notice No. 22 dated Friday, 23 February 2018);
- Easement for Rock Anchors over part Common Property in Strata Plan 74745 — 137-139 Bathurst Street, Sydney (Gazette Notice No. 77 dated Friday, 10 August 2018);
- Easements for Rock Anchors over:
 - that part of Pitt Street, Sydney, Park Street, Sydney and Castlereagh Street, Sydney shown marked "(E1)" on Plan of Acquisition Surveyors Reference DP15-002-EMTS, a copy of which is set out in Schedule 3 of Gazette Notice No. 111 dated Friday, 29 September 2017;
 - that part of Bathurst Street, Sydney shown marked "(E2)" on Plan of Acquisition Surveyors Reference DP15-002-EMTS, a copy of which is set out in Schedule 3 of Gazette Notice No. 111 dated Friday, 29 September 2017; and
 - that part of Pitt Street, Sydney shown marked "(E3)" on Plan of Acquisition Surveyors Reference DP15-002-EMTS, a copy of which is set out in Schedule 3 of Gazette Notice No. 111 dated Friday, 29 September 2017;
- Easement for Safety Structure over part Common Property in Strata Plan 51077 — 308 Pitt Street, Sydney (Gazette Notice No. 120 dated Friday, 9 November 2018, Folios 8517-8527);
- Easement for Safety Structure over part Common Property in Strata Plan 51077 — 308 Pitt Street, Sydney (Gazette Notice No. 120 dated Friday, 9 November 2018, Folios 8528-8535);
- Easement for Rock Anchors over part Common Property in Strata Plan 68274 — 248A-250 Pitt Street, Sydney (Gazette Notice No. 32 dated Wednesday, 10 April 2019);
- Easement for Rock Anchors over part Common Property in Strata Plan 51077 — 308 Pitt Street, Sydney (Gazette Notice No. 55 dated Friday, 31 May 2019); and
- Easement for Rock Anchors over part Common Property in Strata Plan 74745— 137-139 Bathurst Street, Sydney (Gazette Notice No. 55 dated Friday, 31 May 2019).

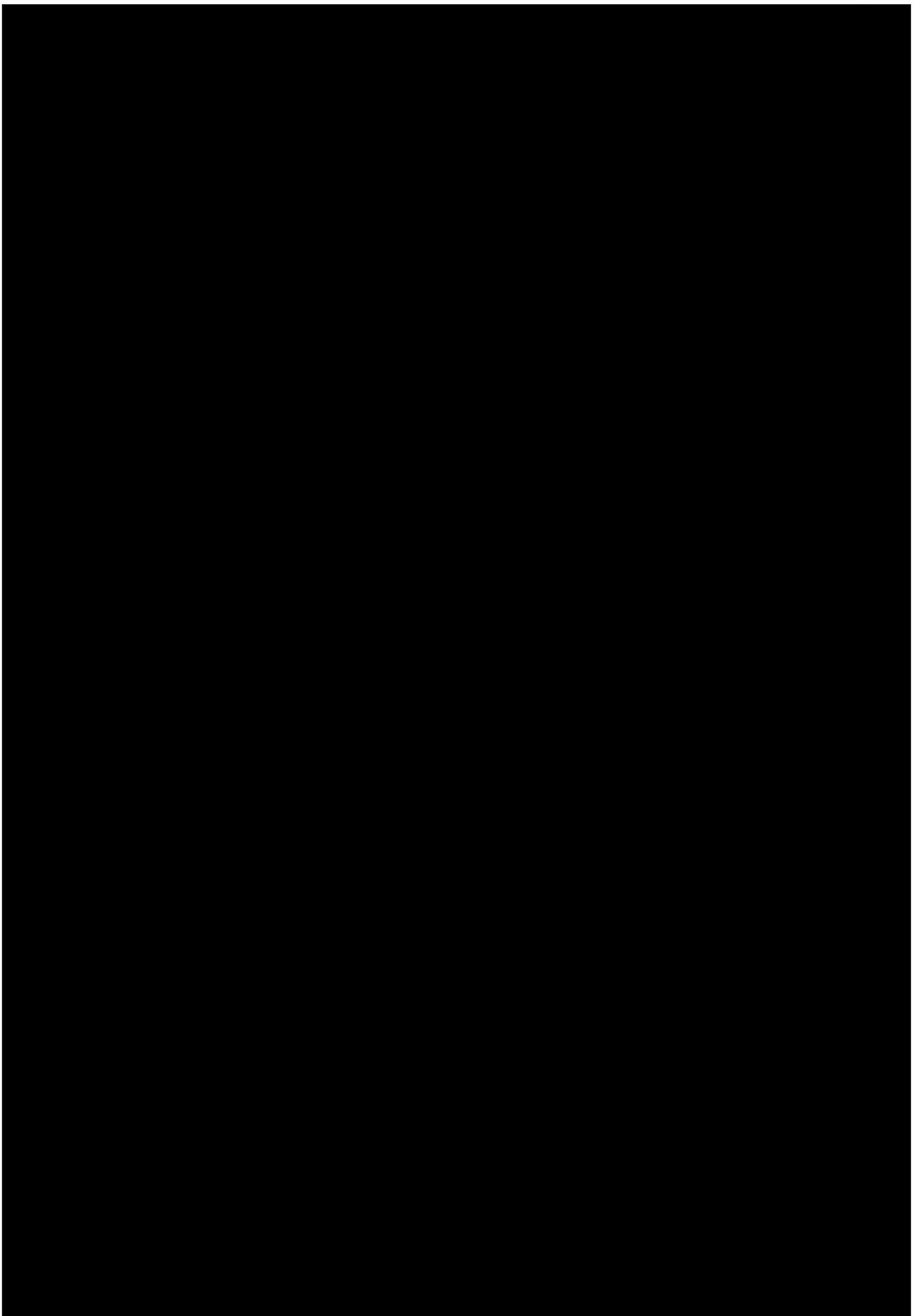
SCHEDULE E1. – CONTRACT SUM SCHEDULE

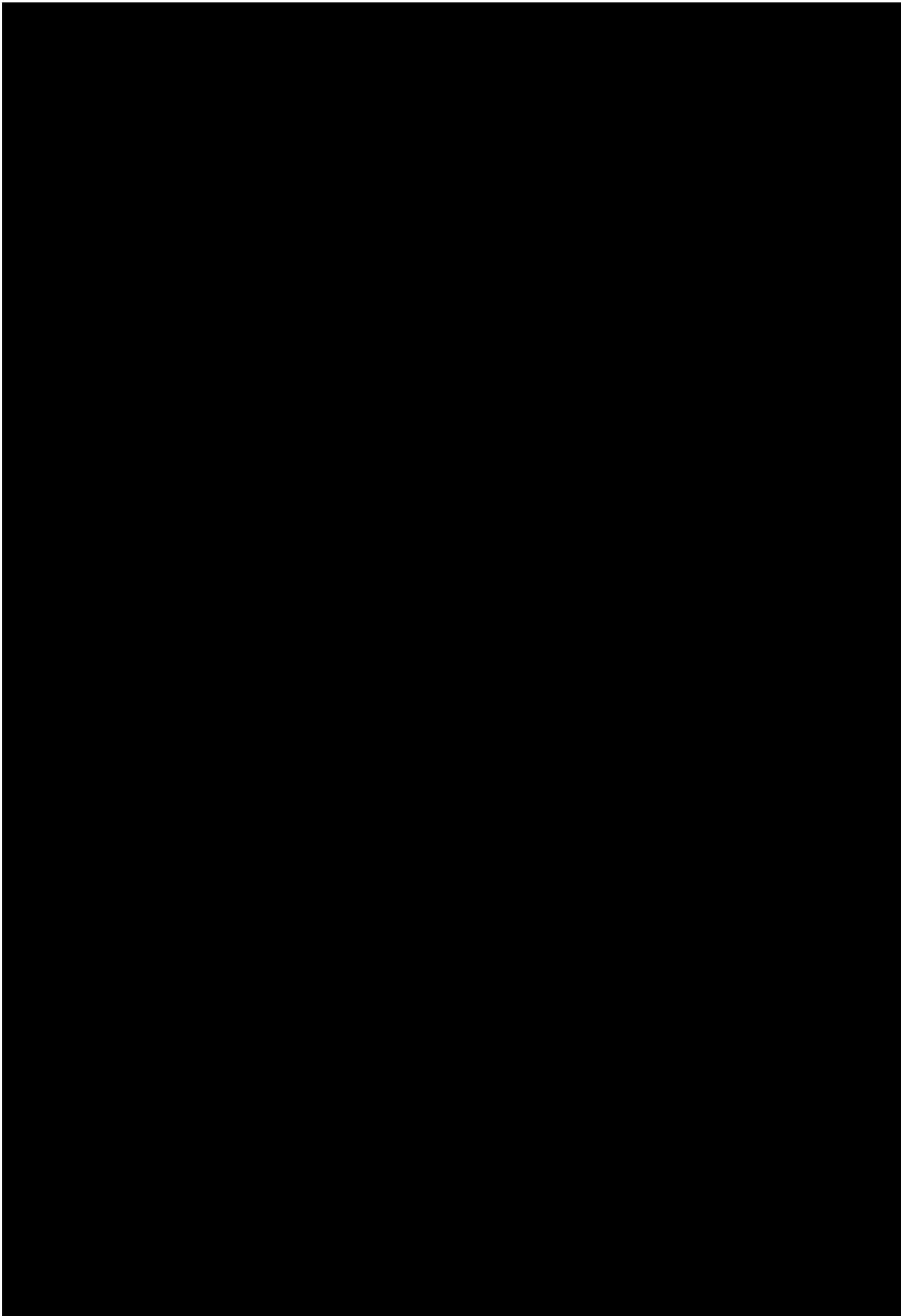
(Schedule A2)

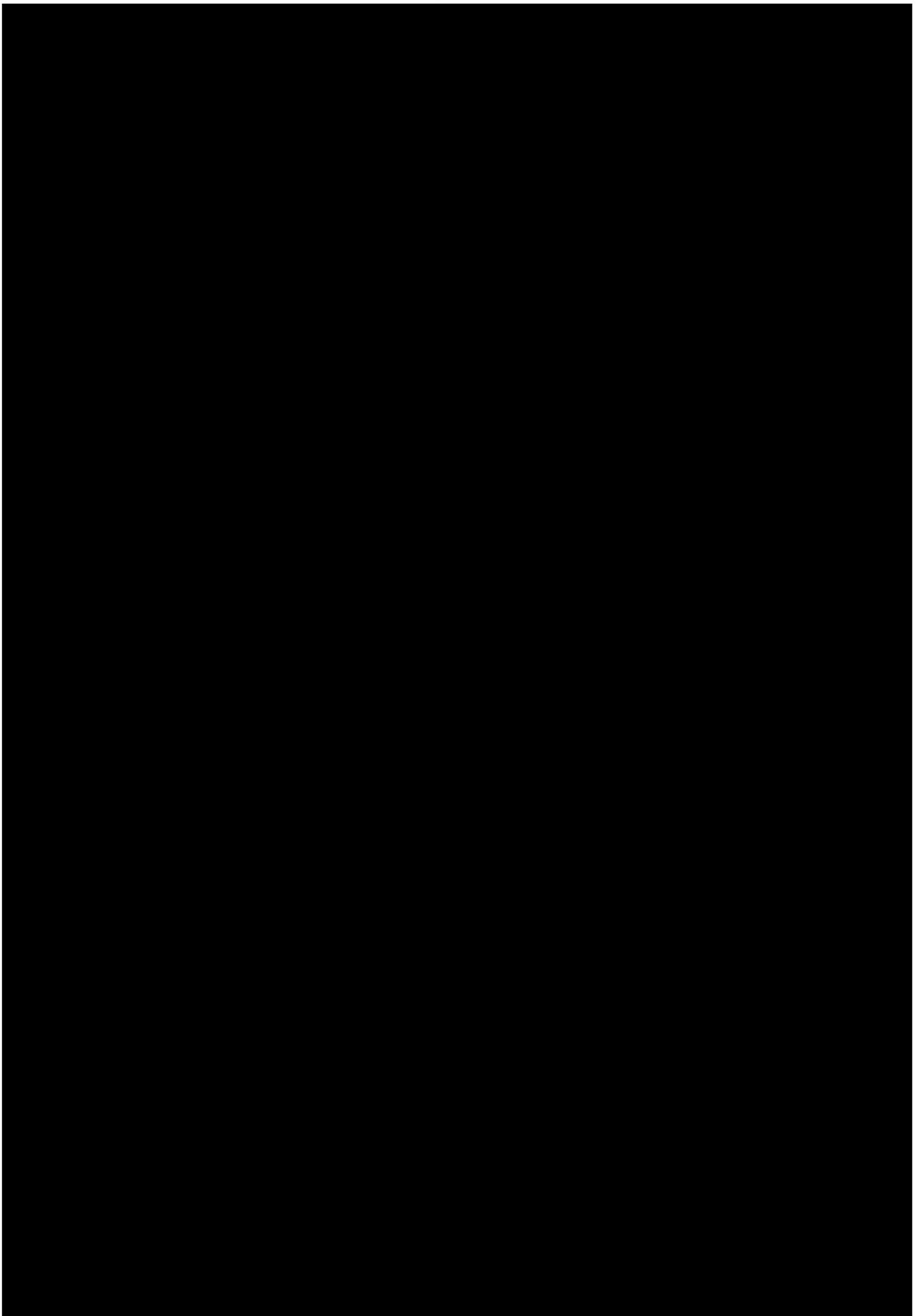


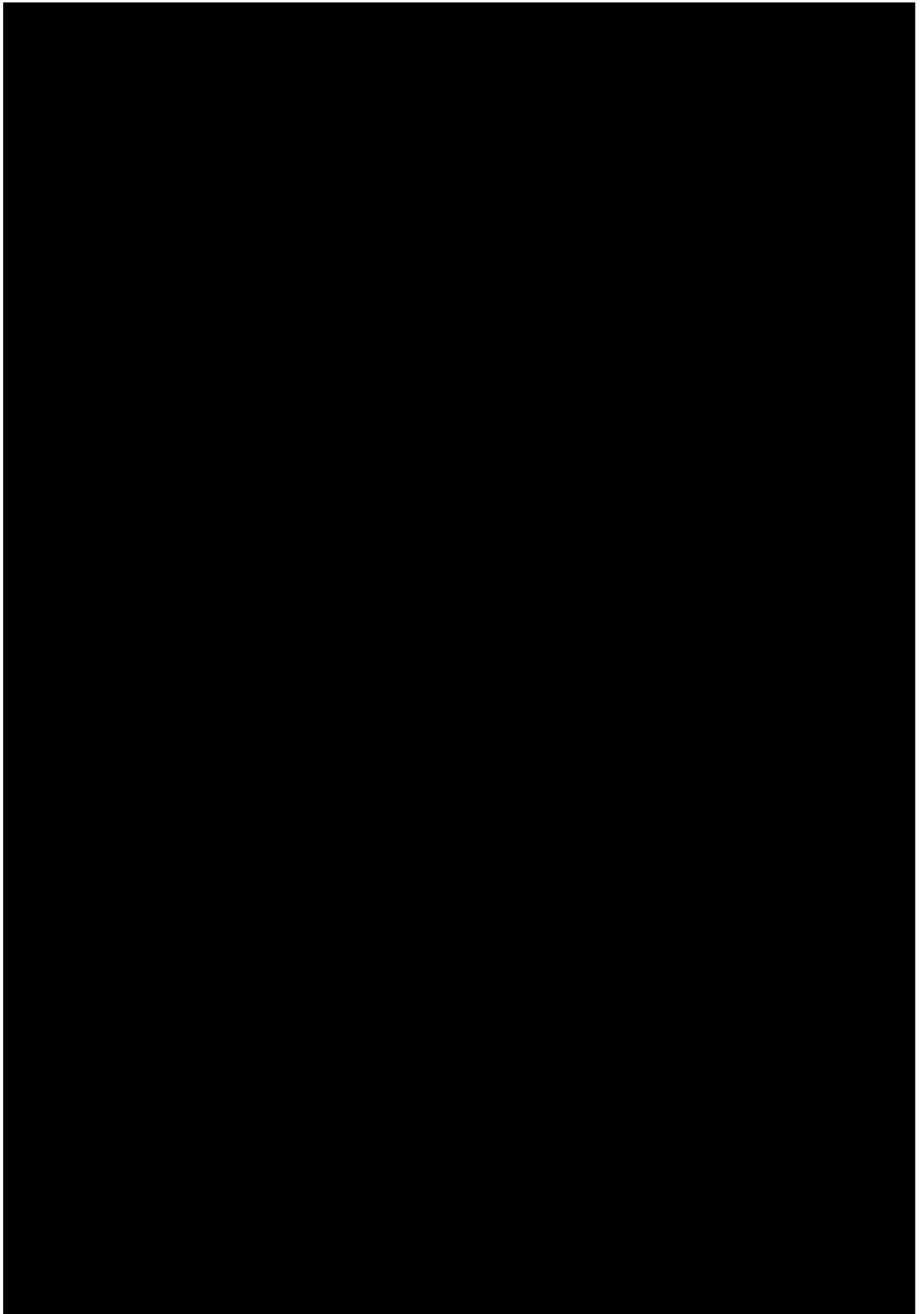
SCHEDULE E2. – PERFORMANCE INCENTIVE PAYMENT SCHEDULE

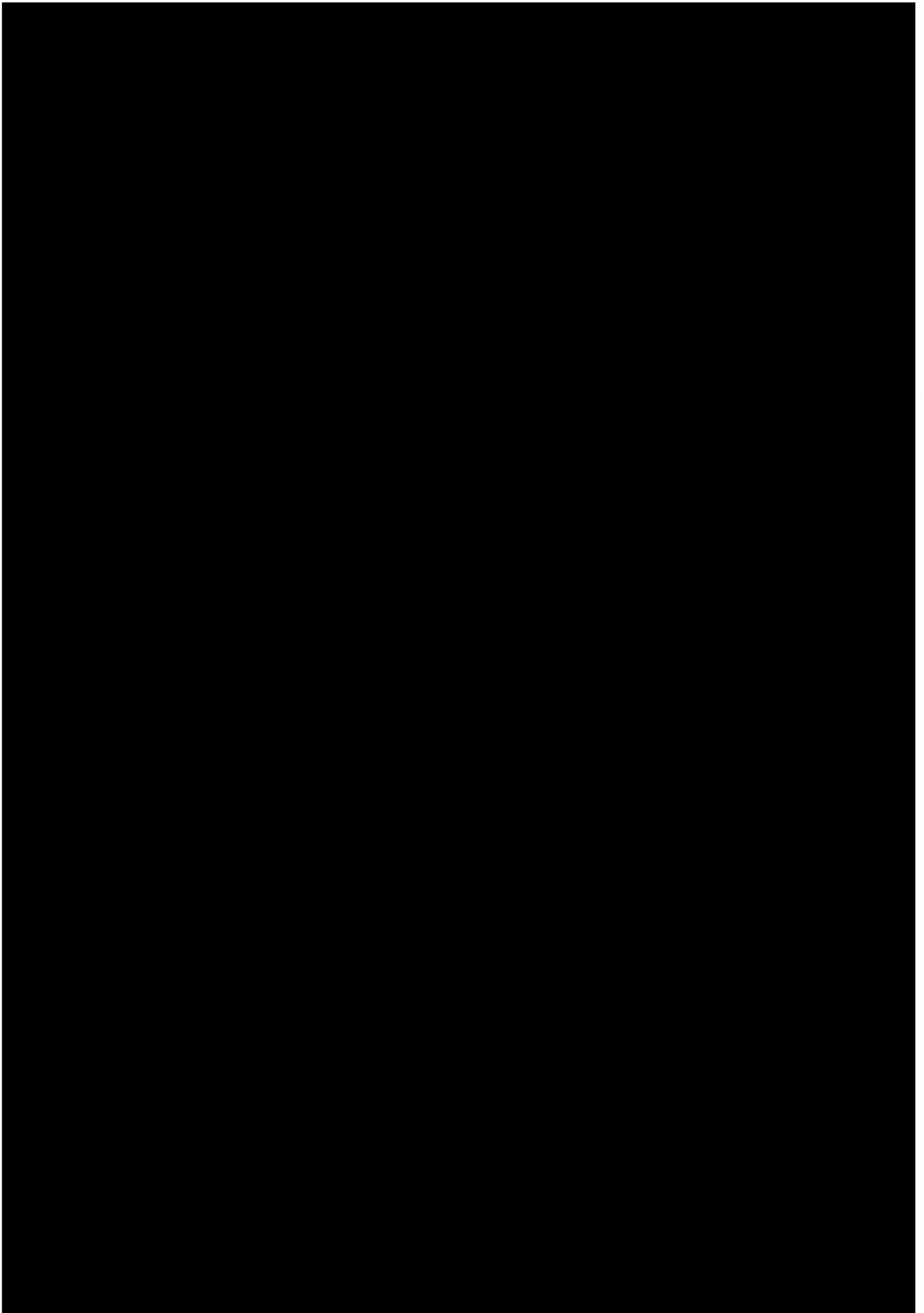


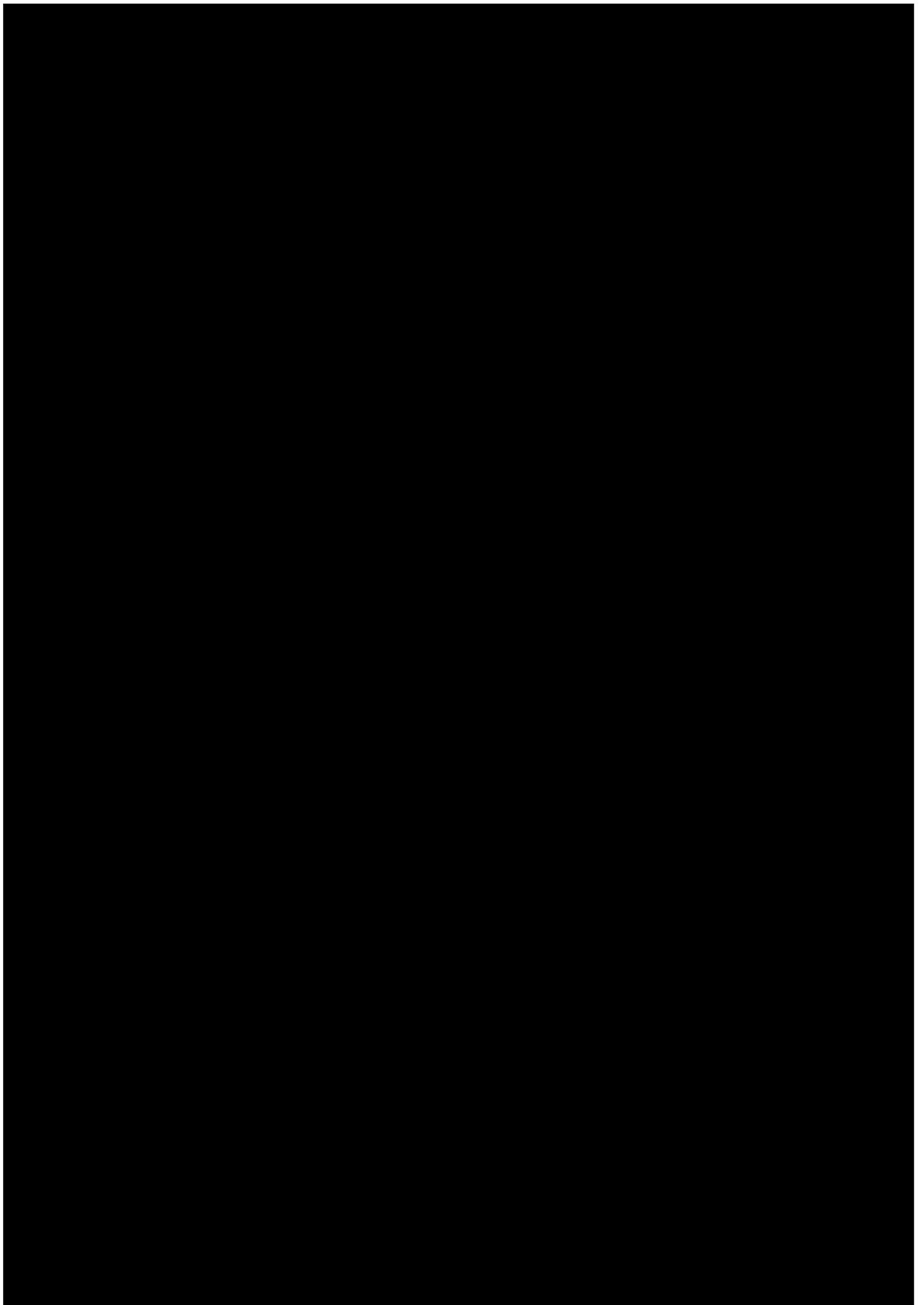


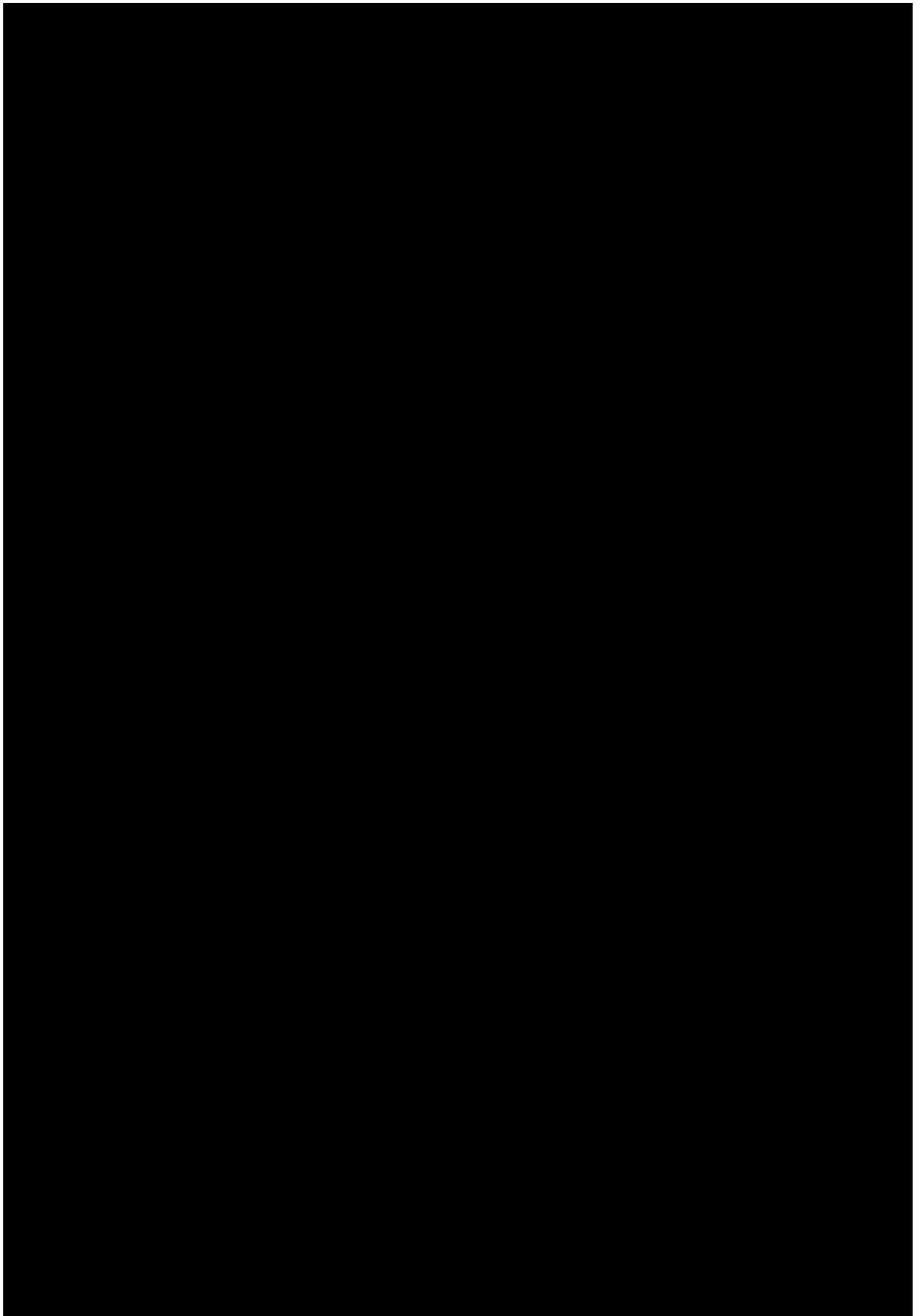


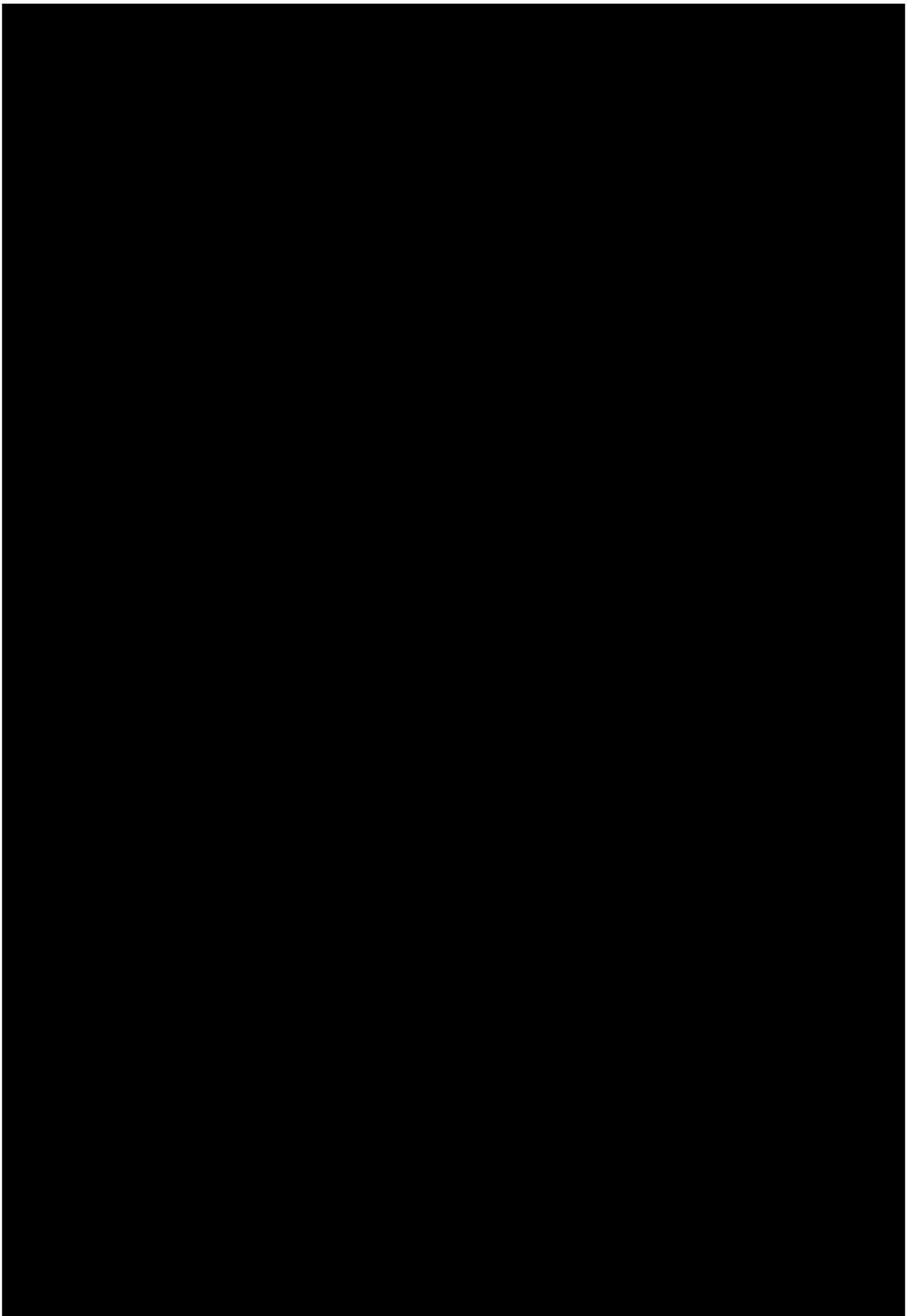


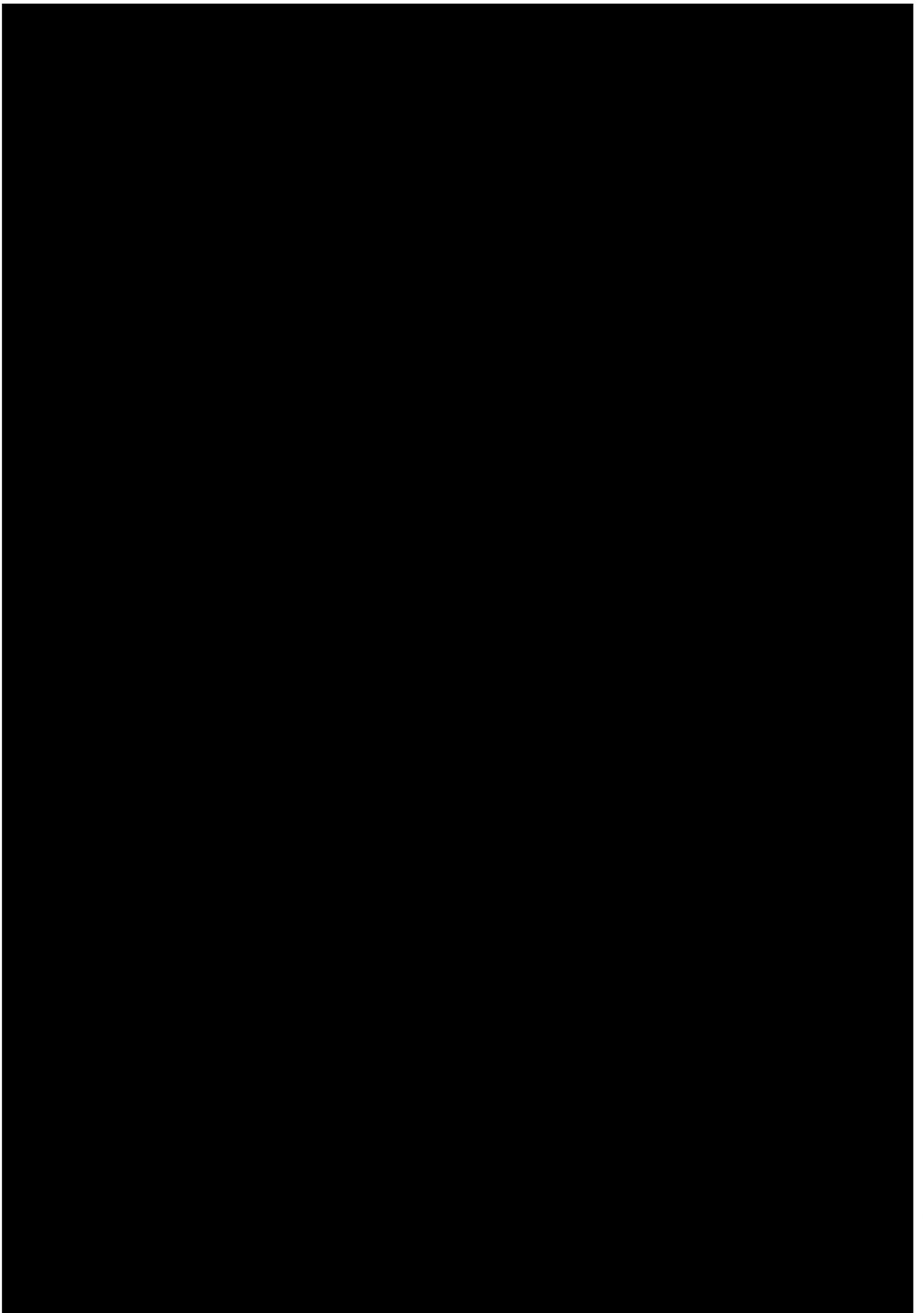


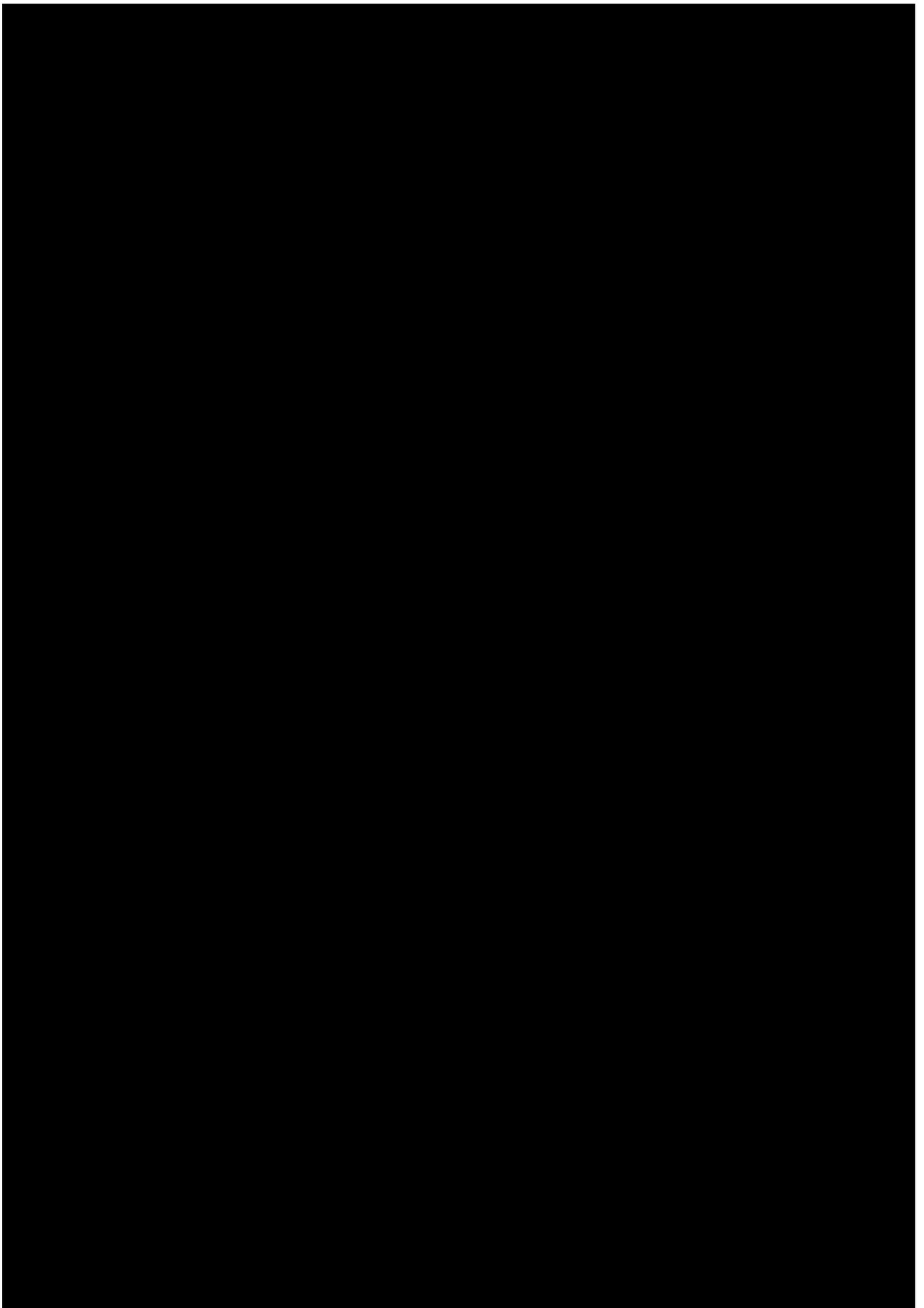


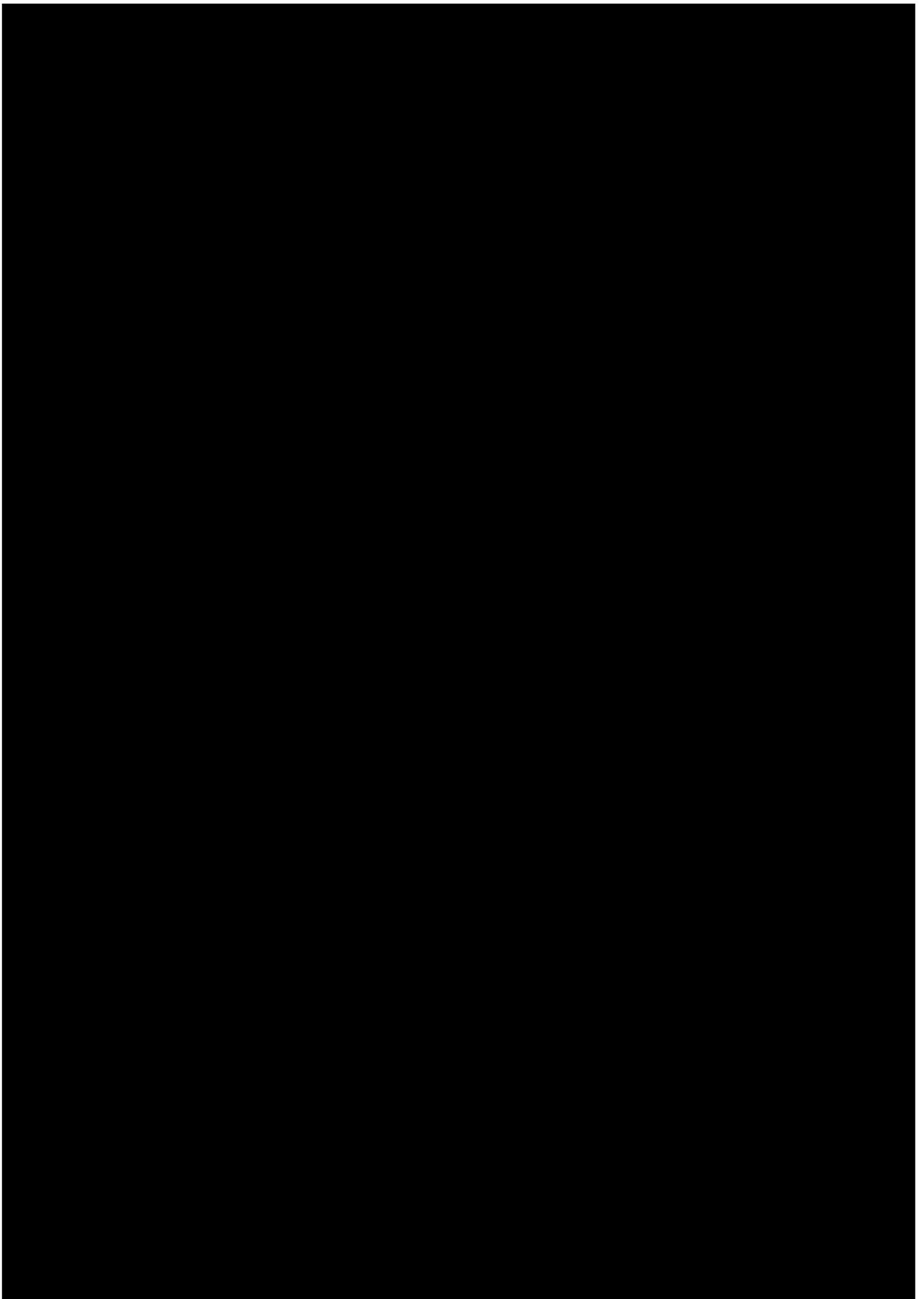


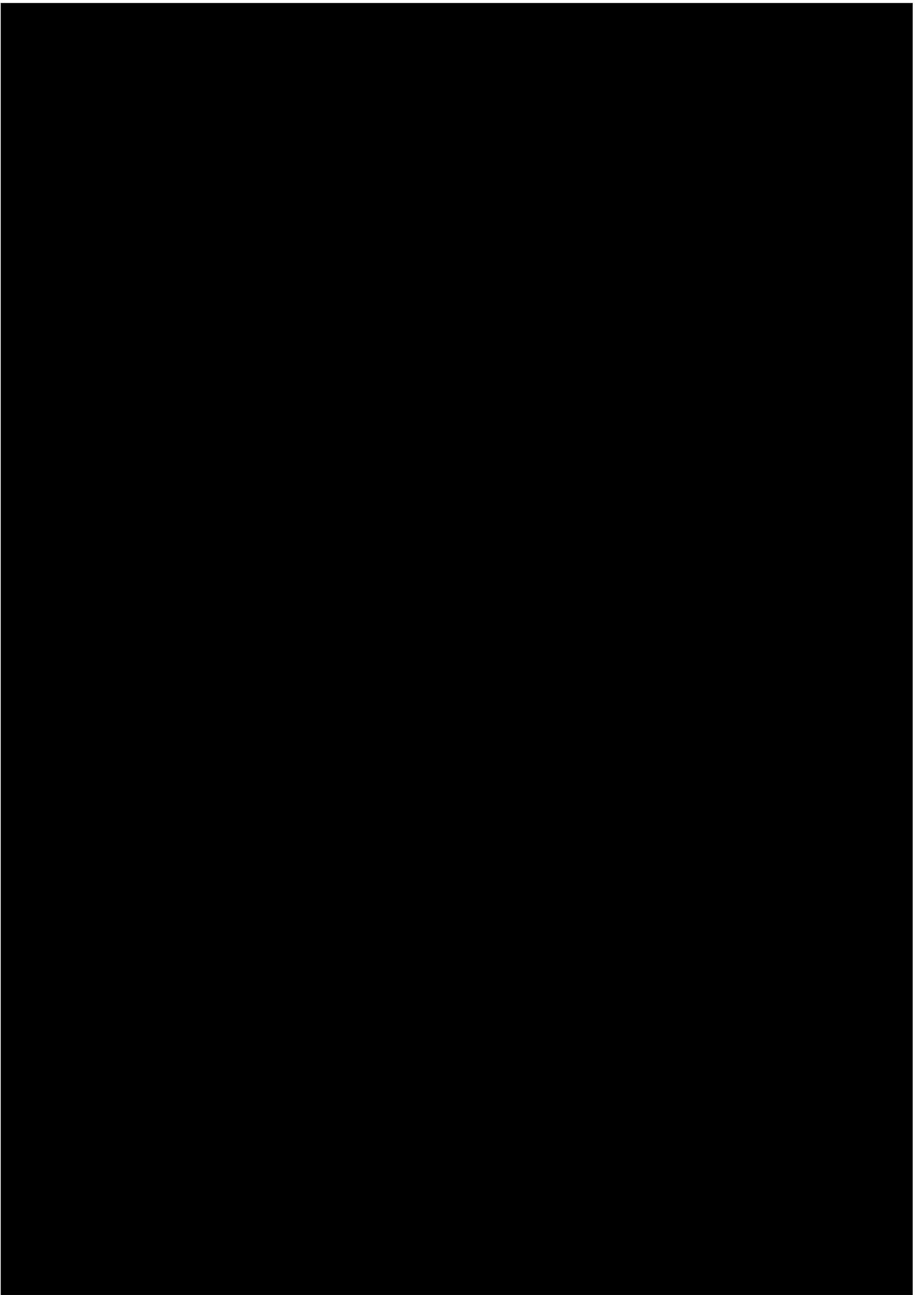


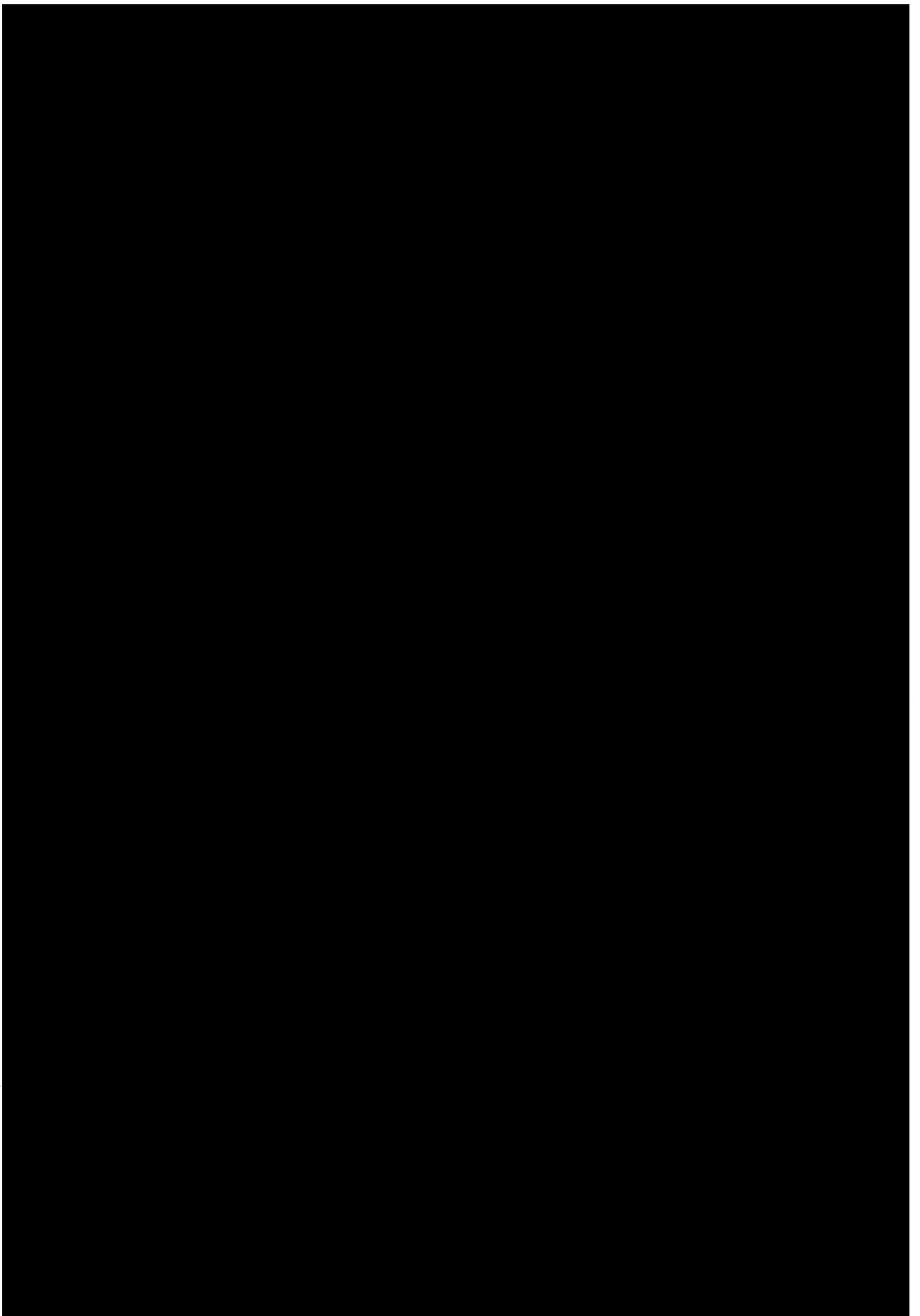


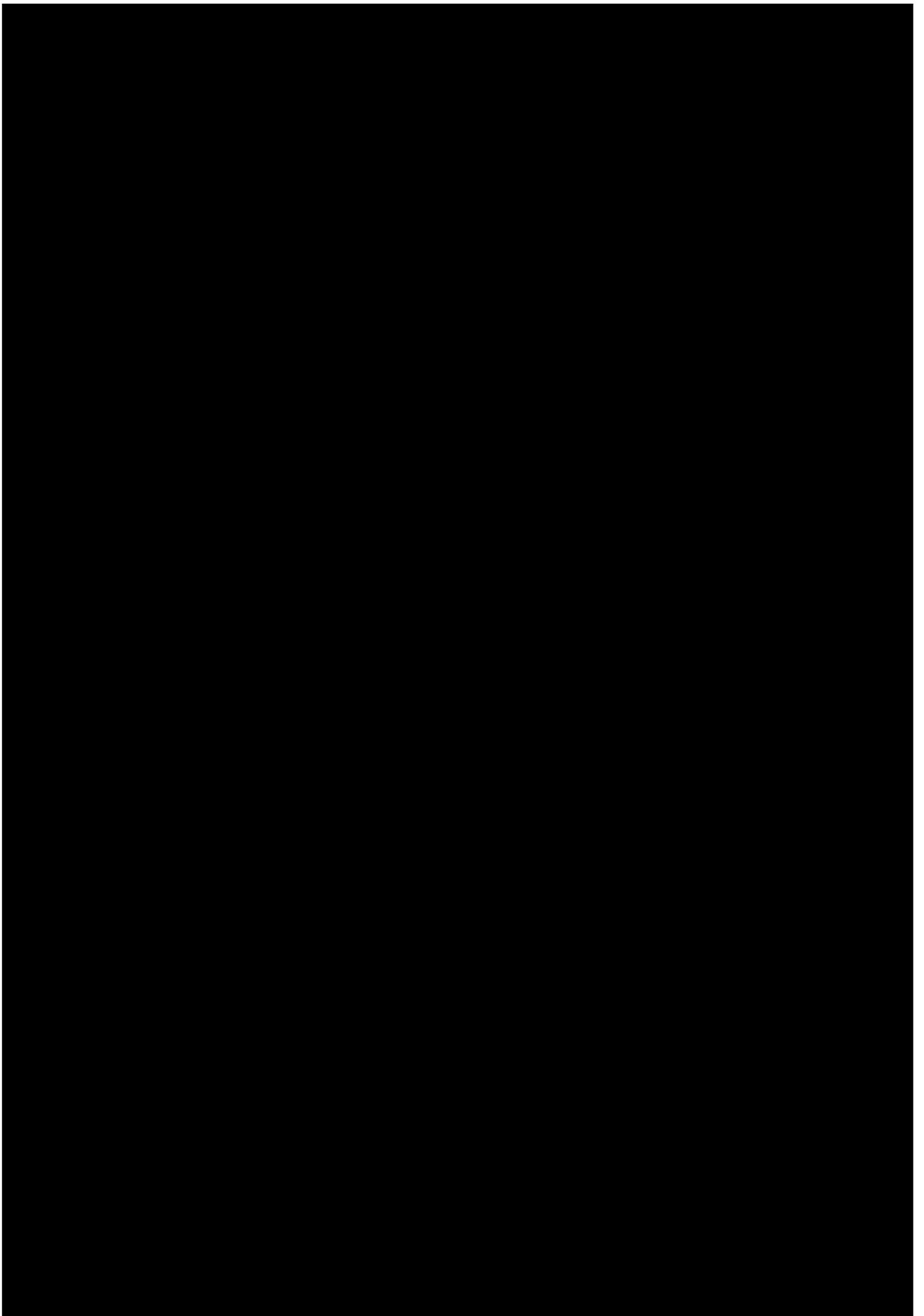


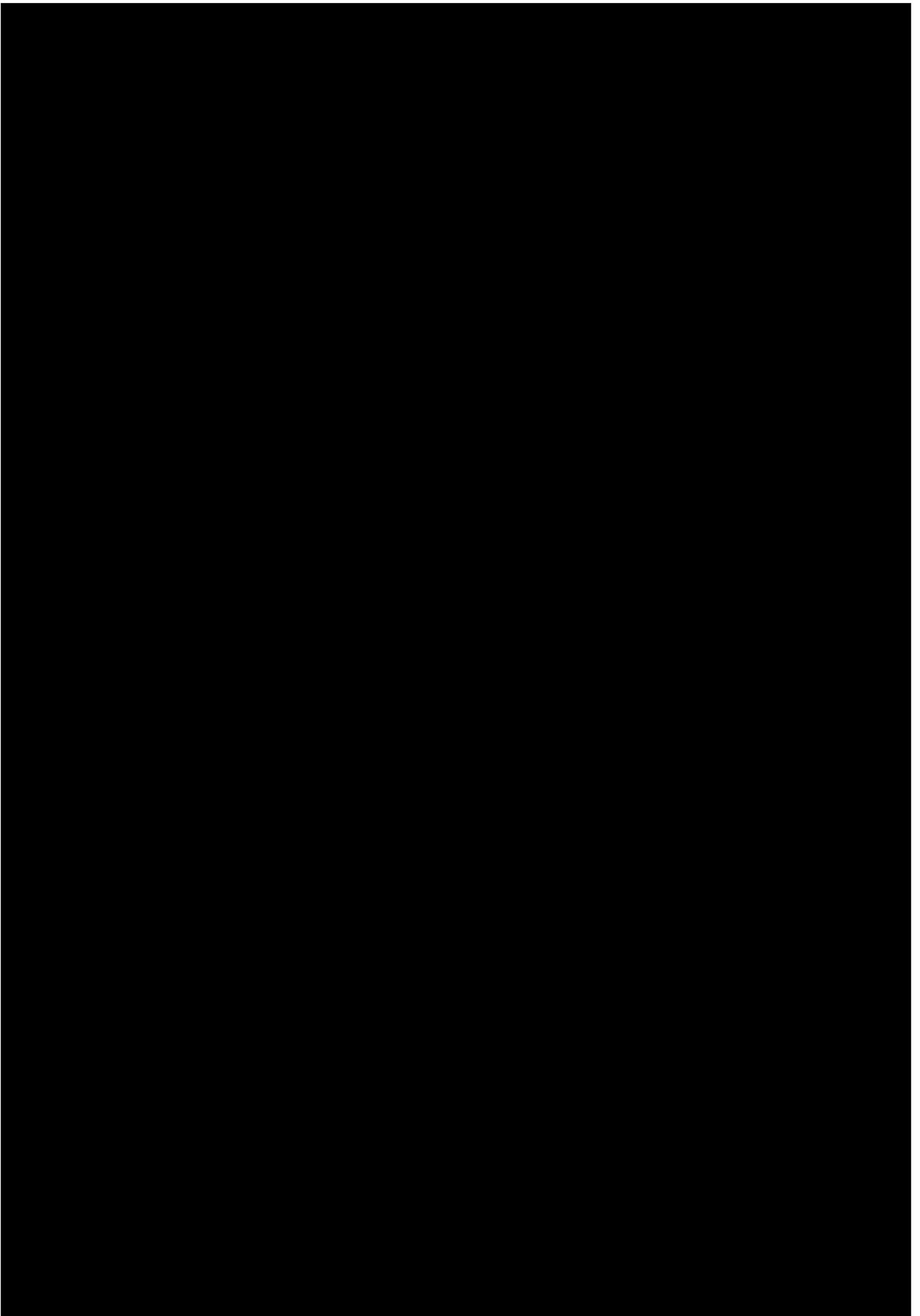


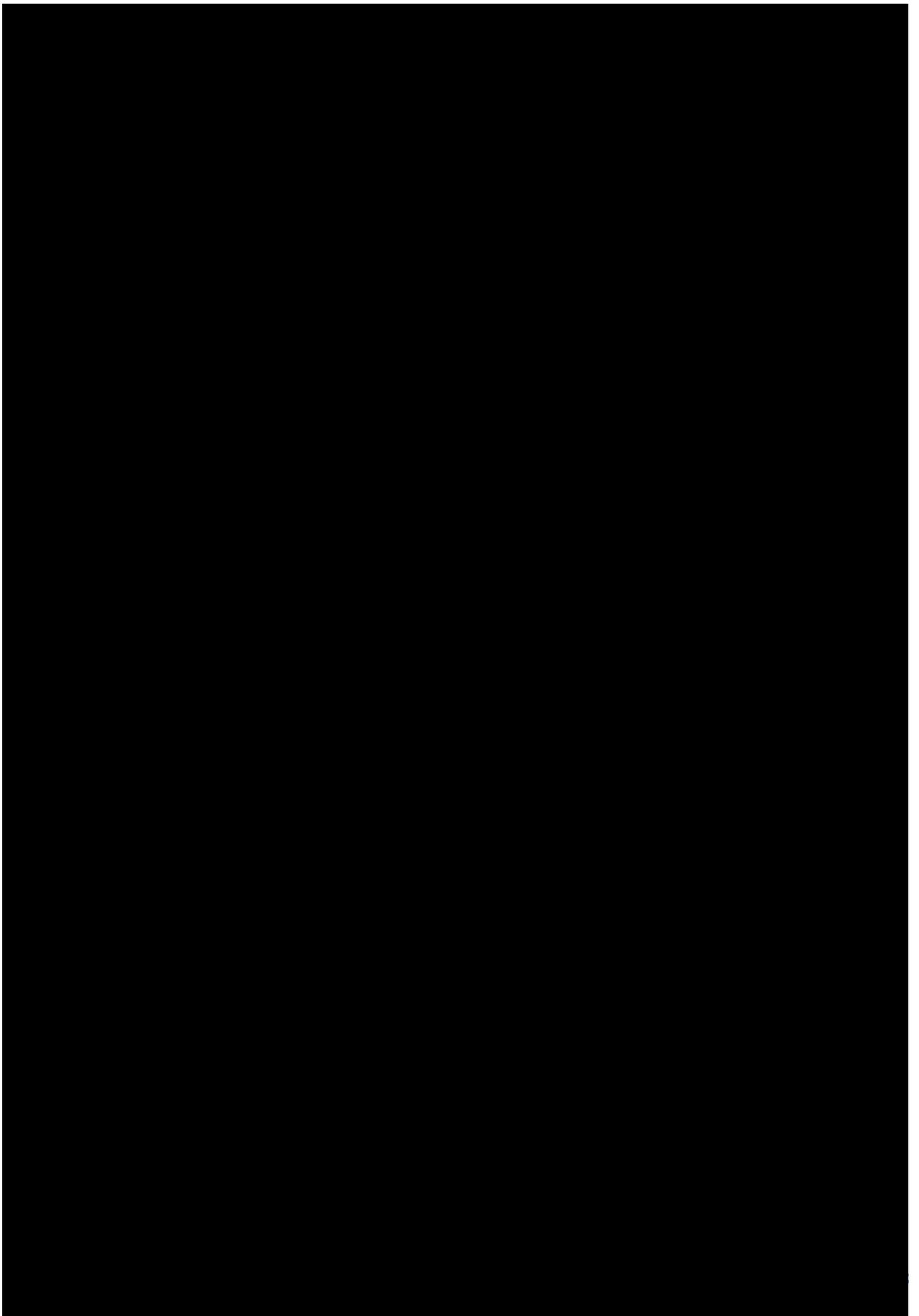


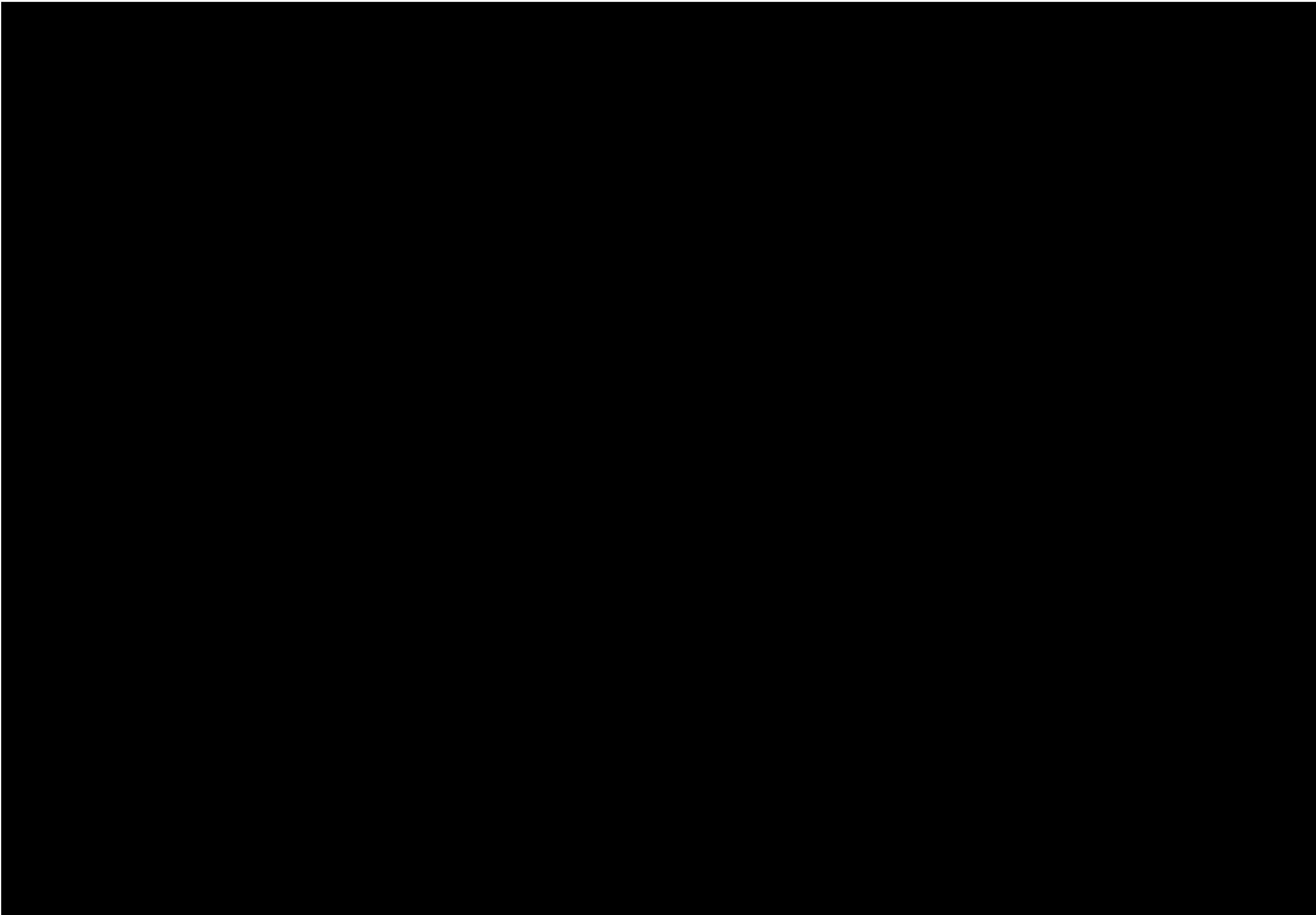


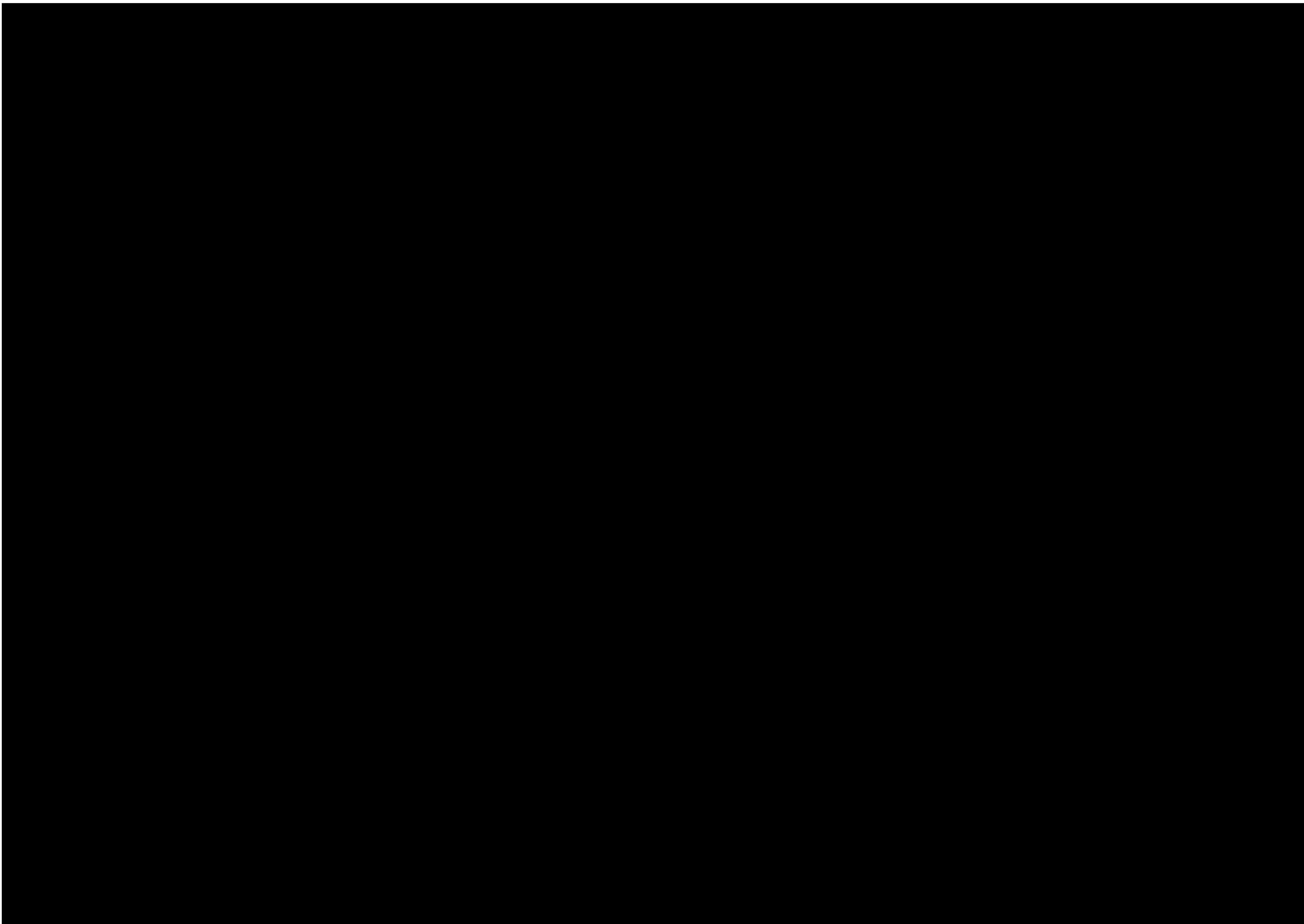


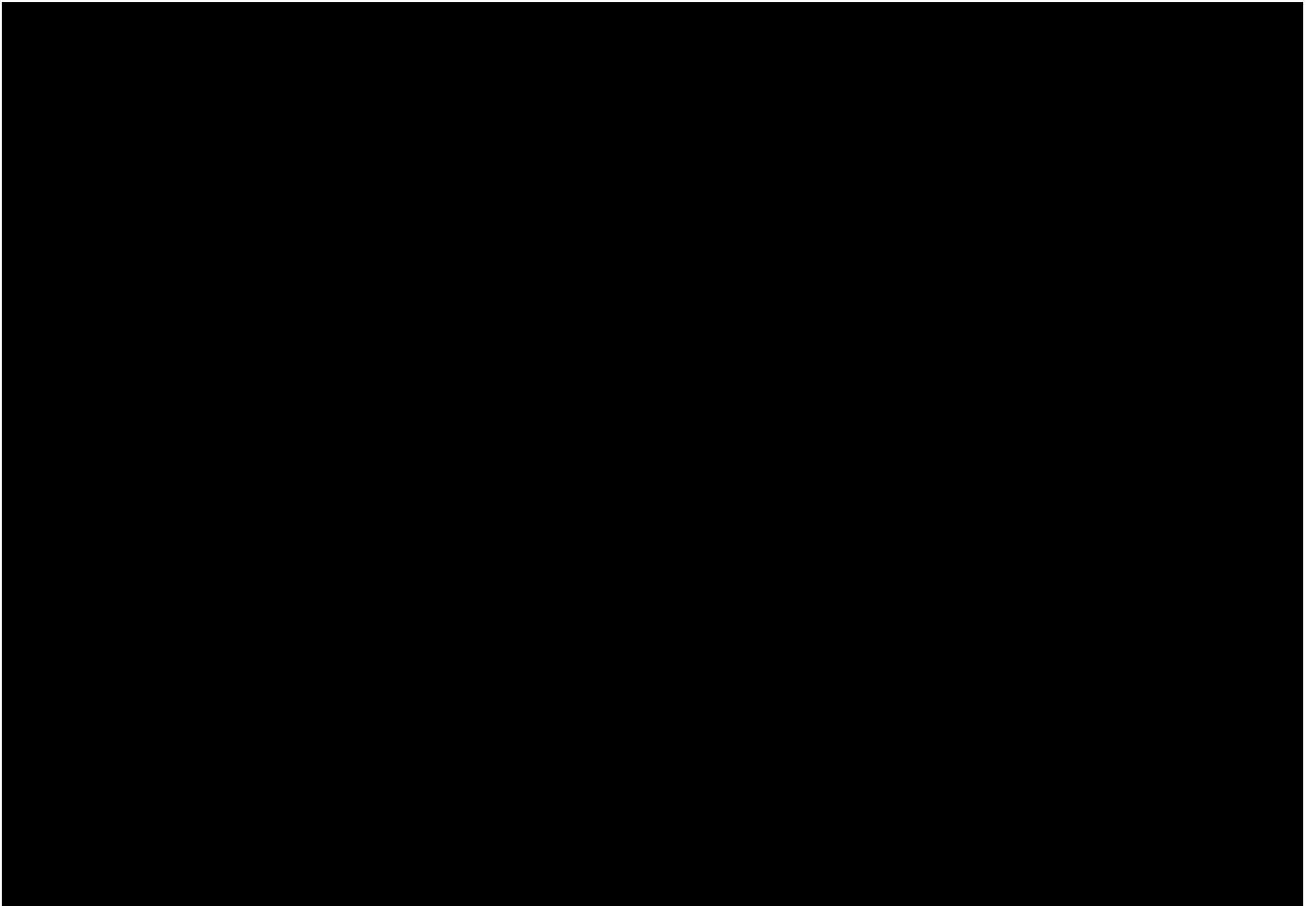


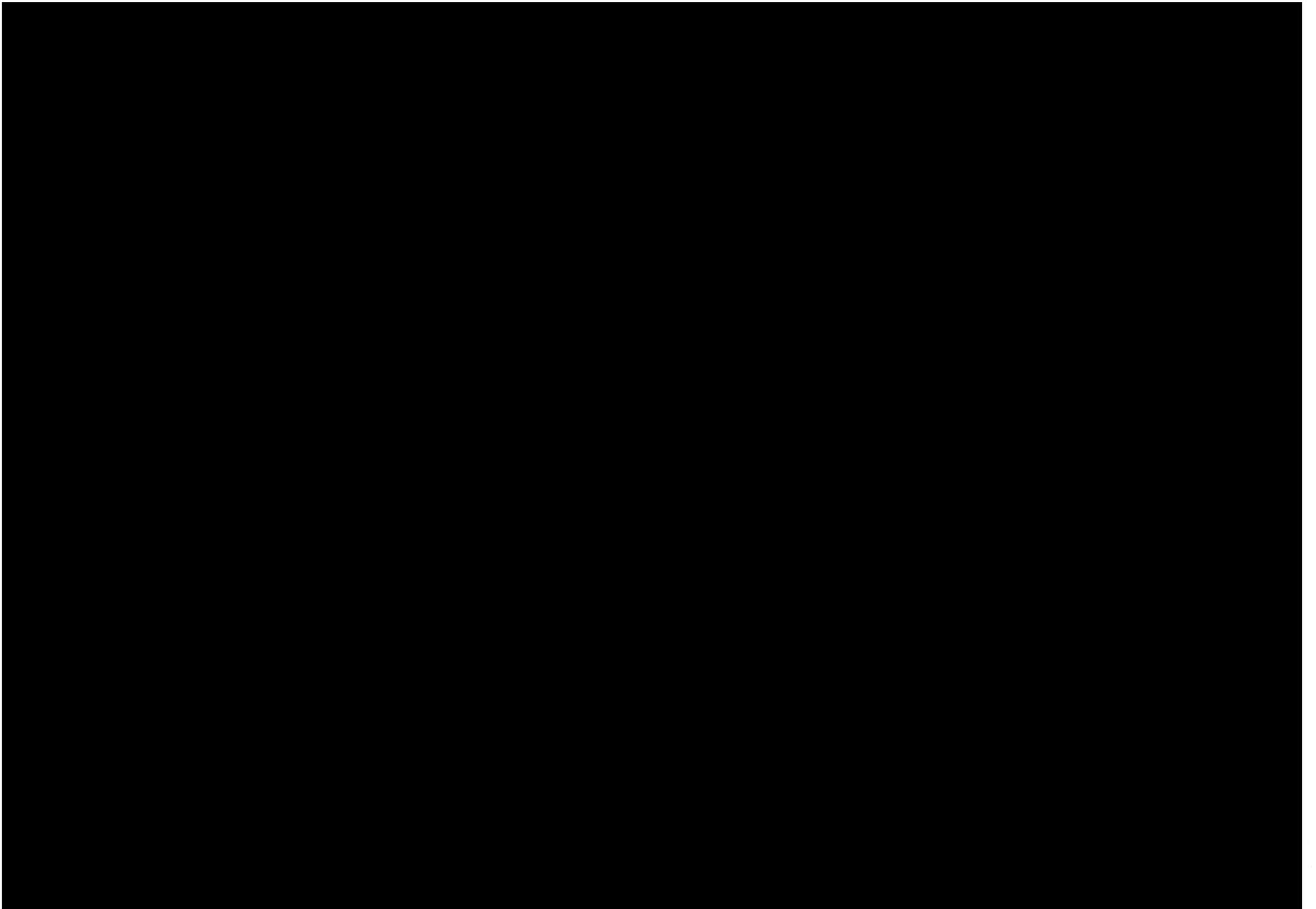


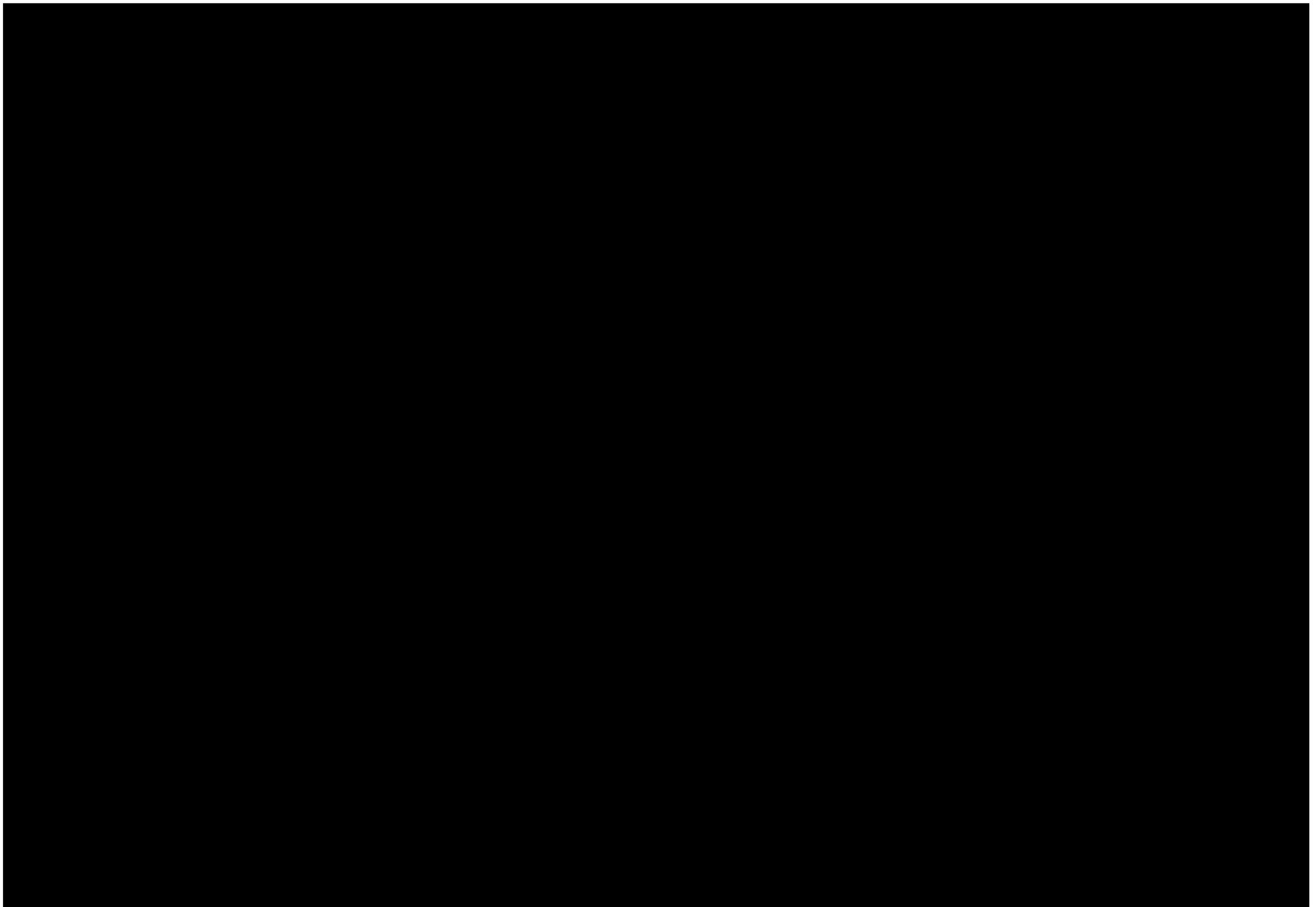


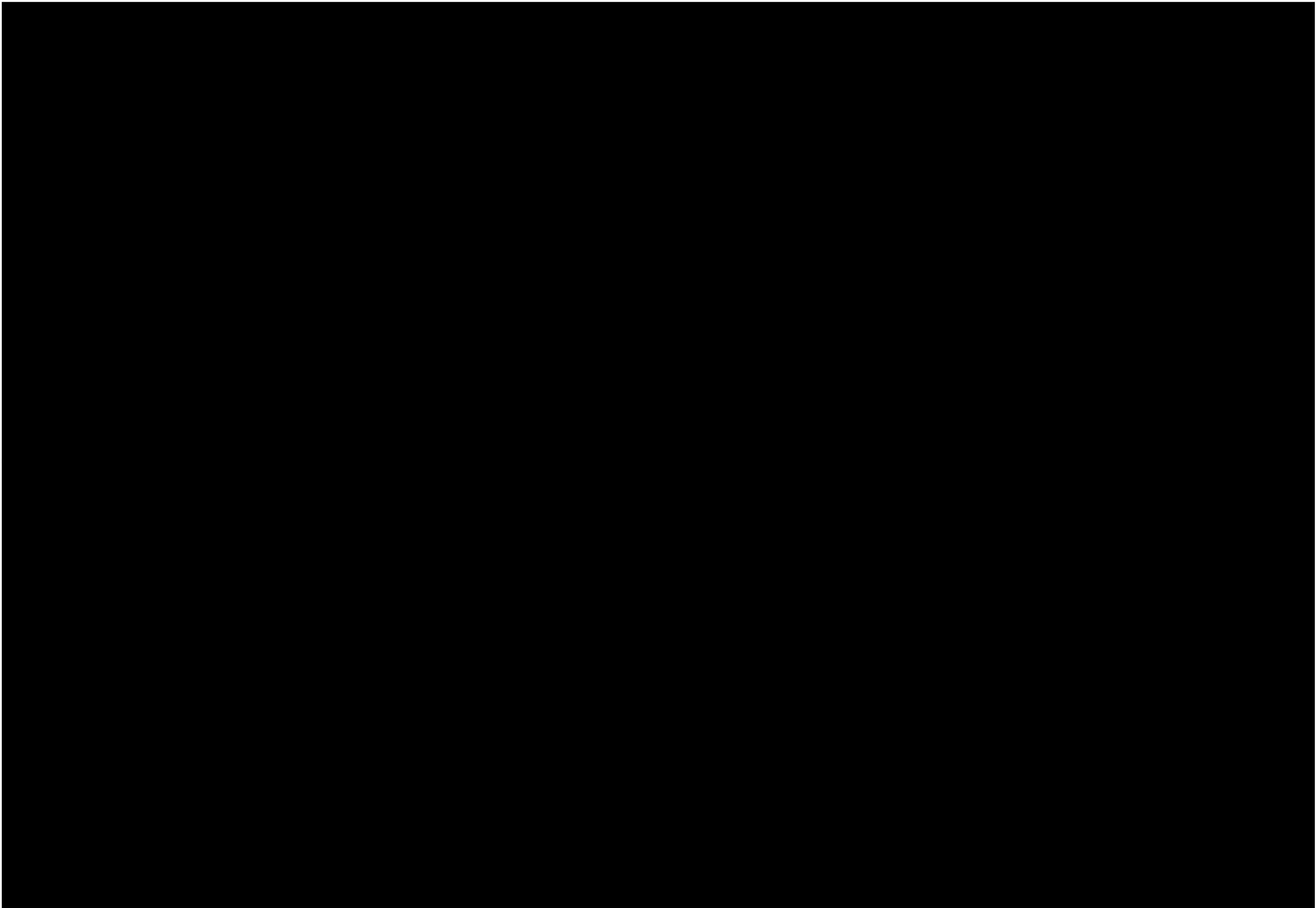


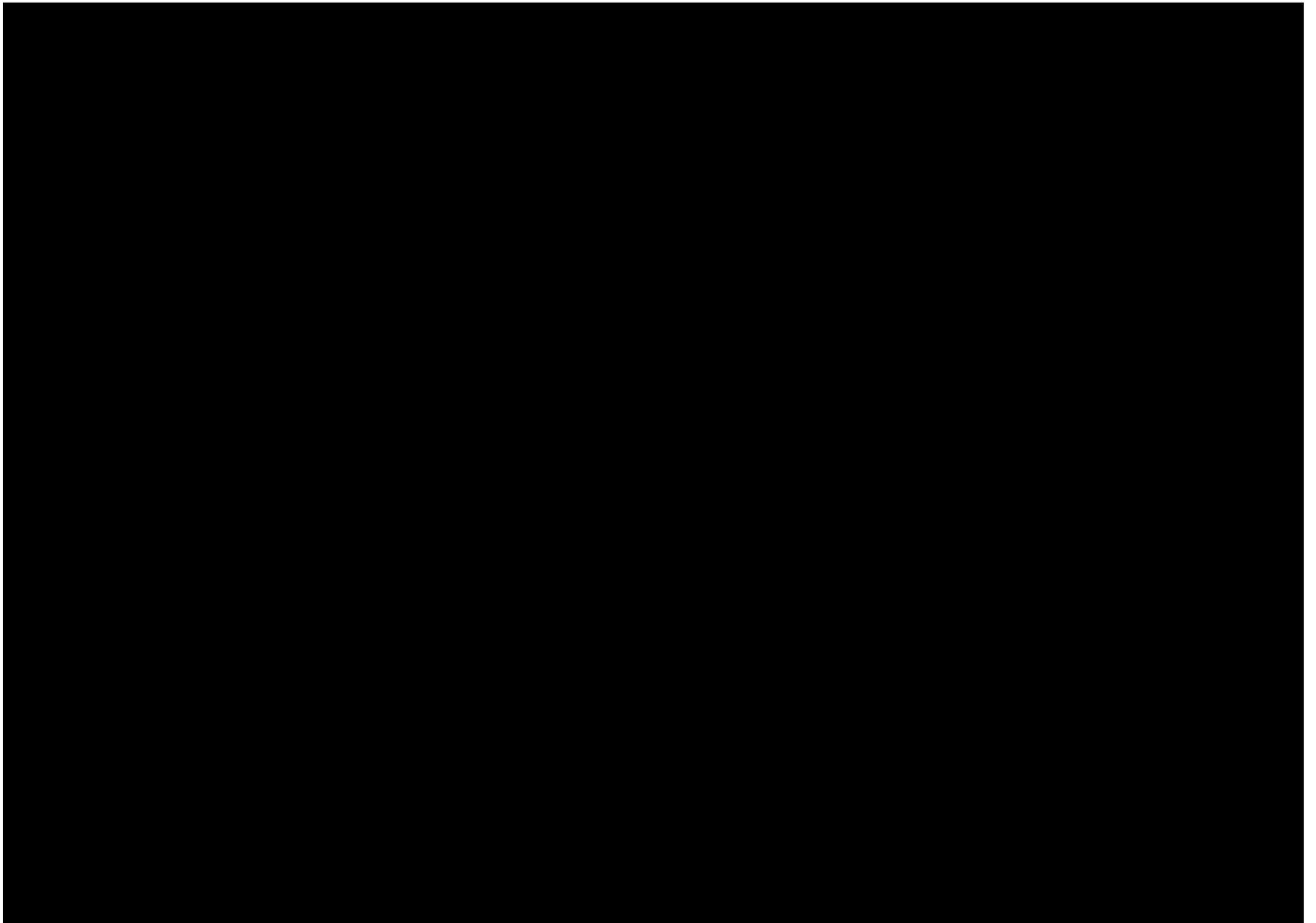


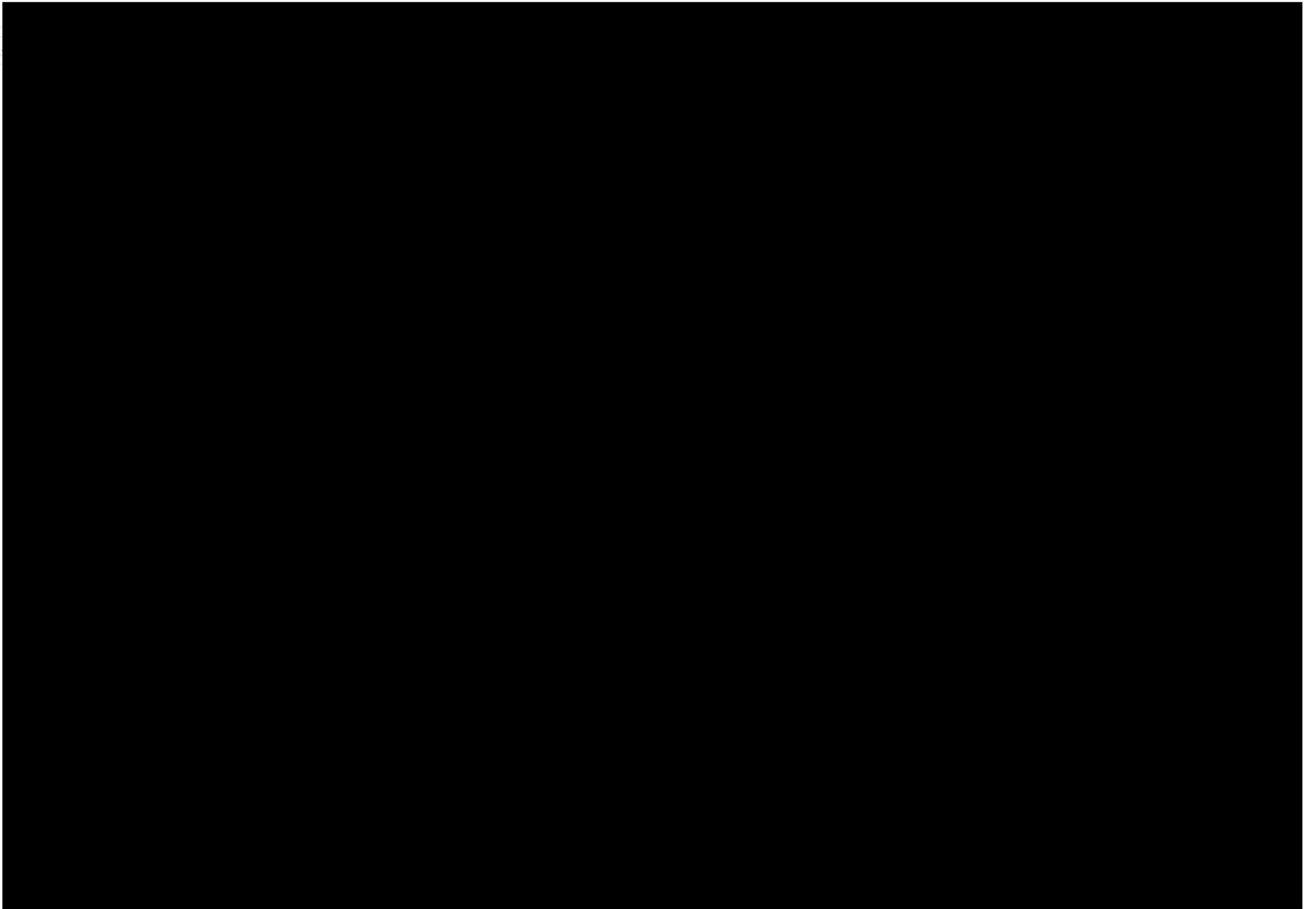


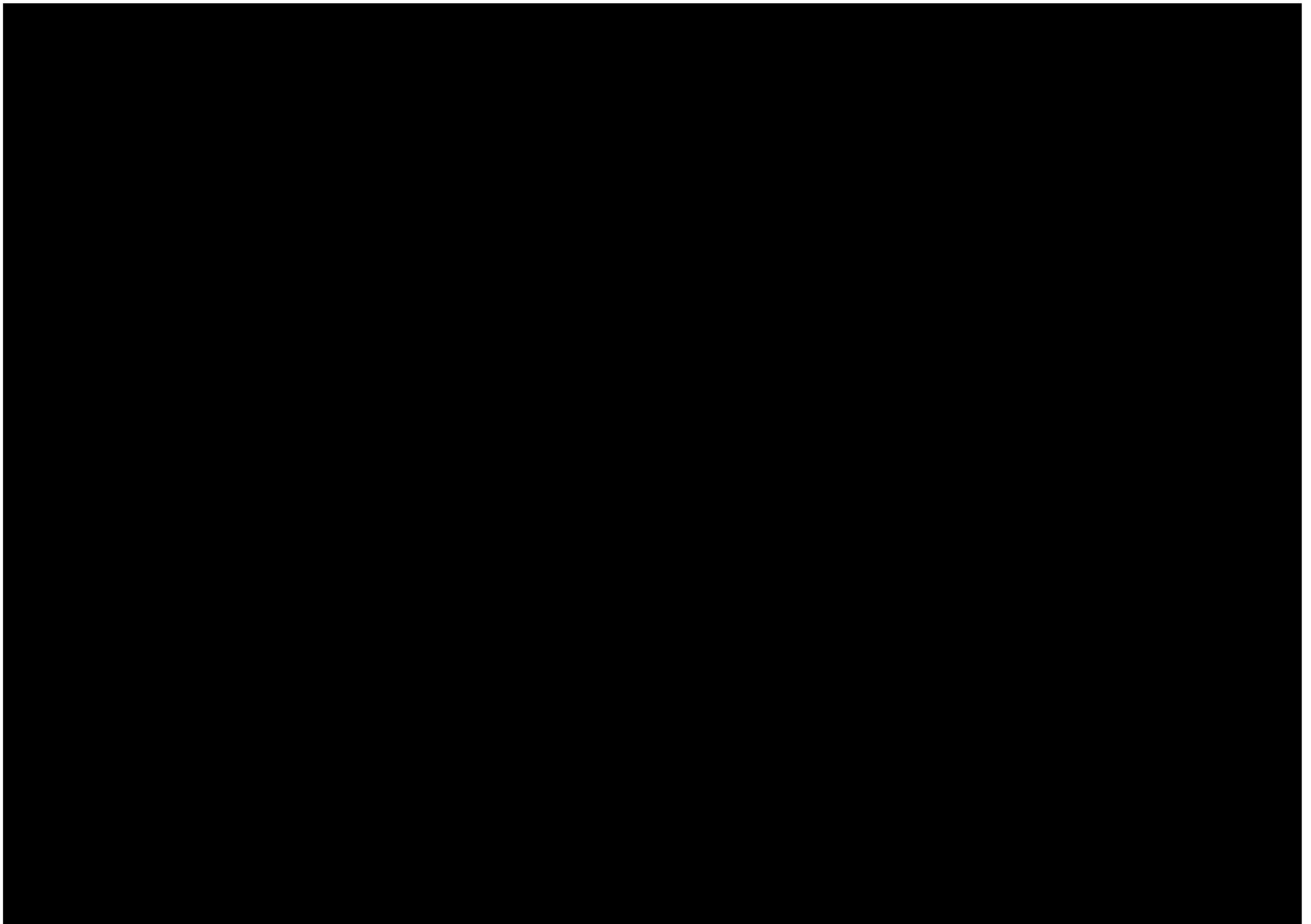


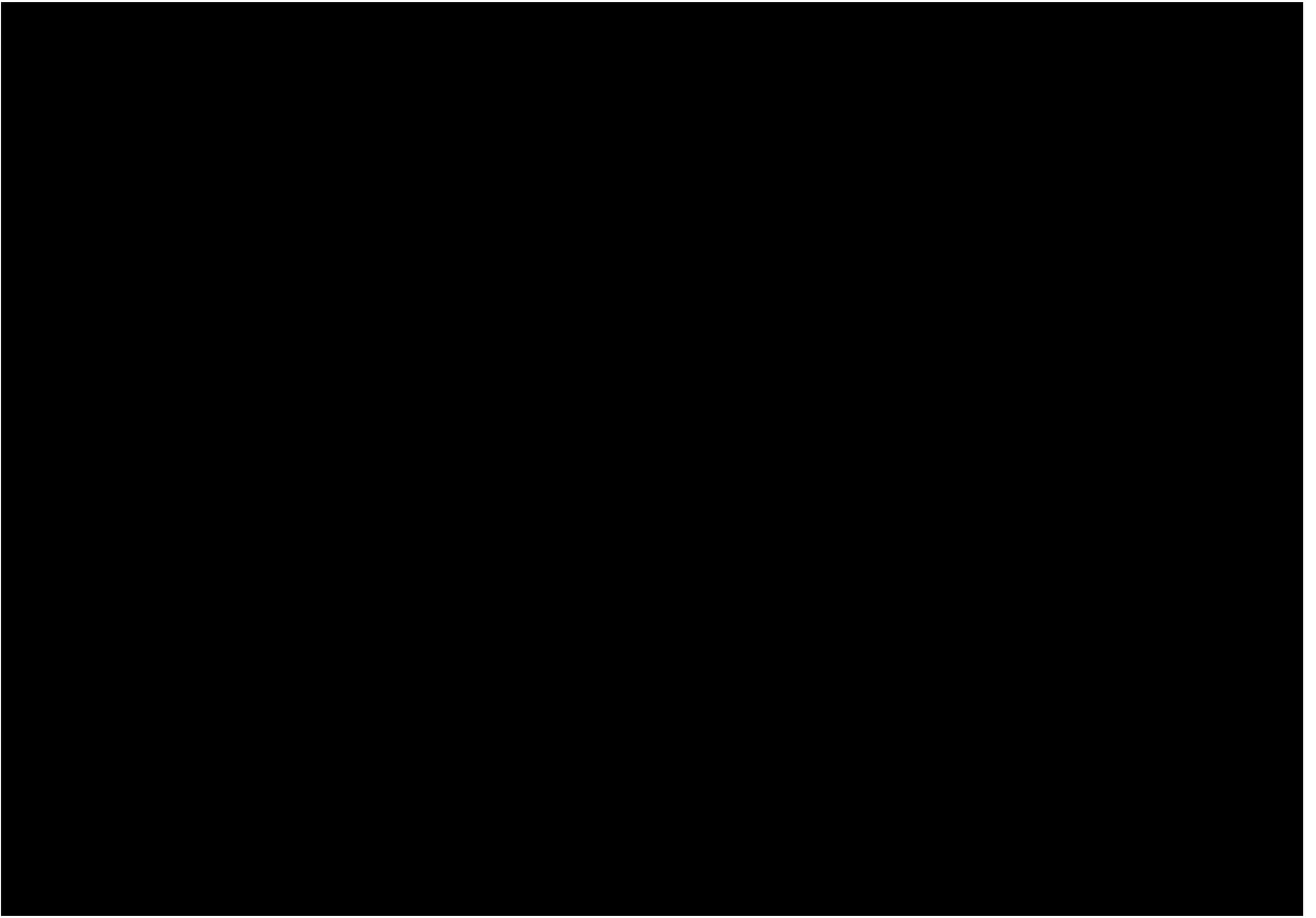


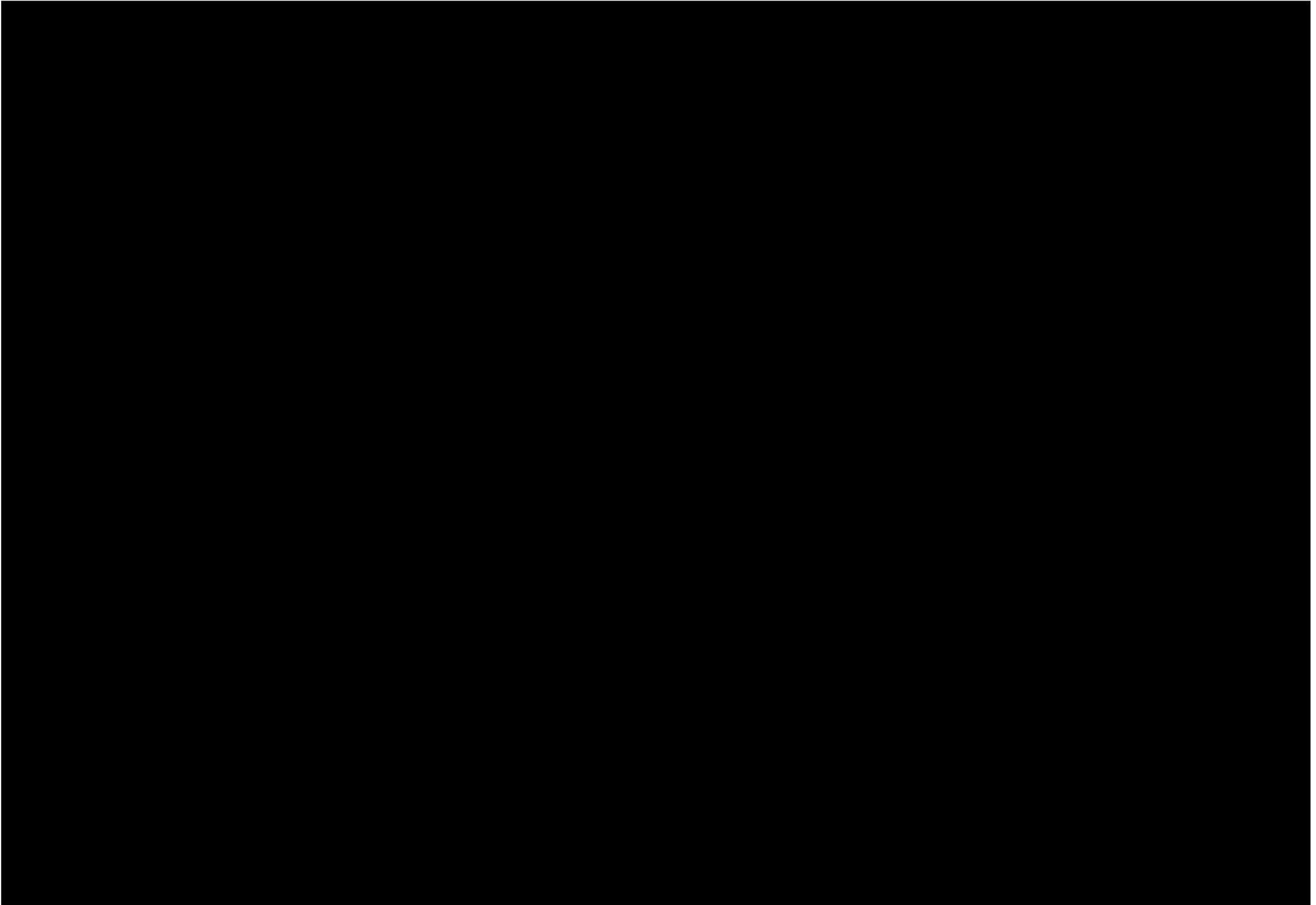


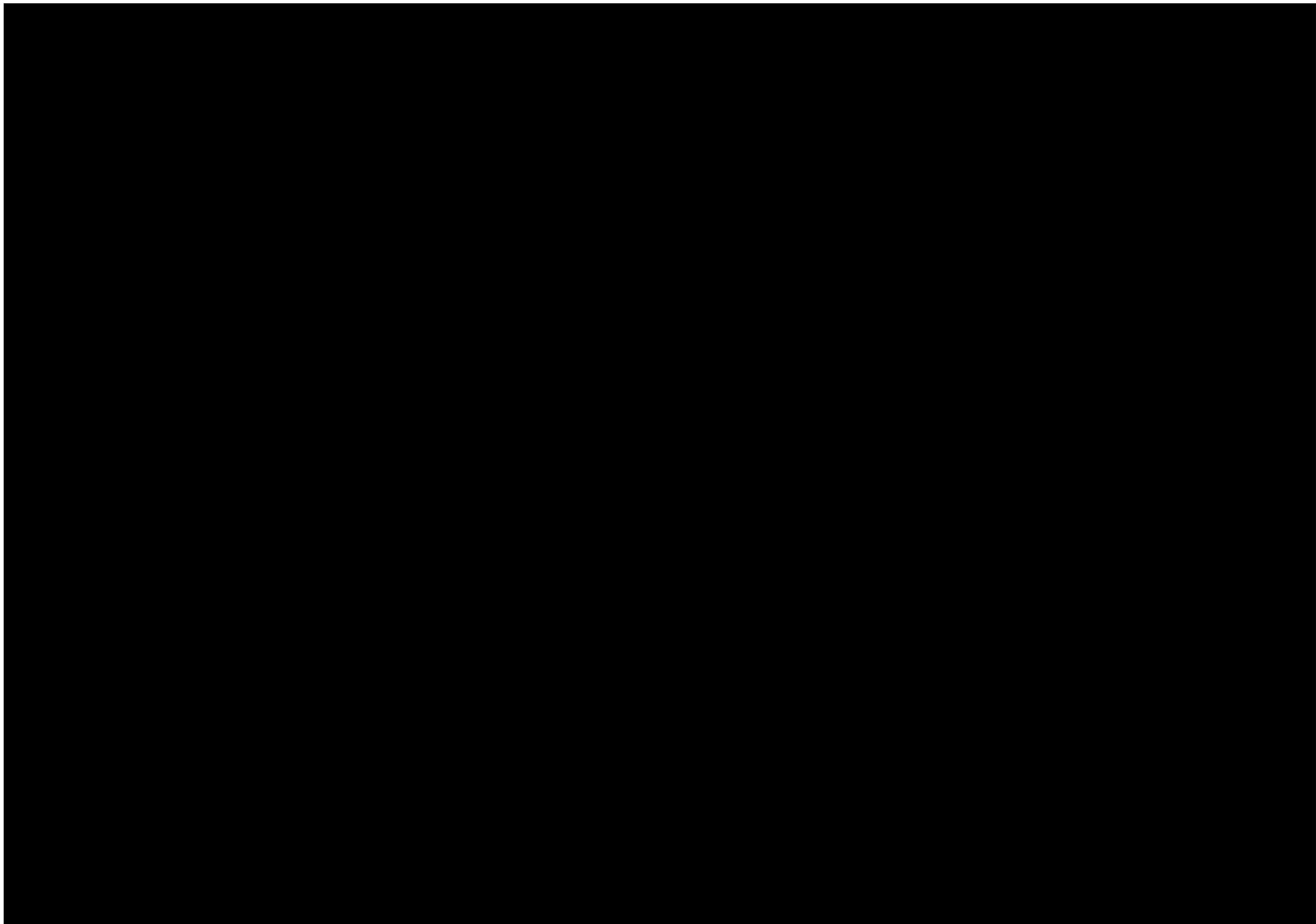


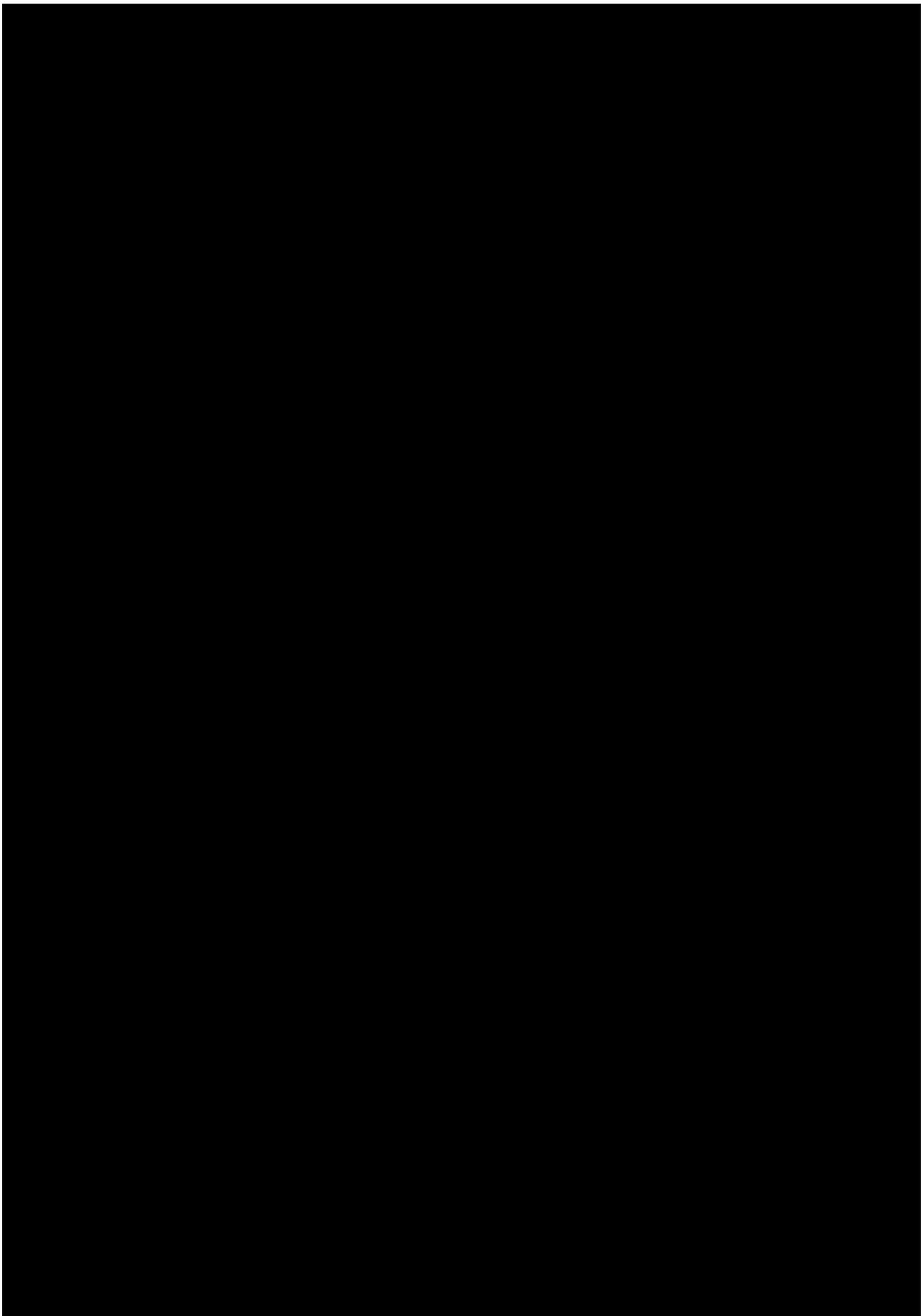


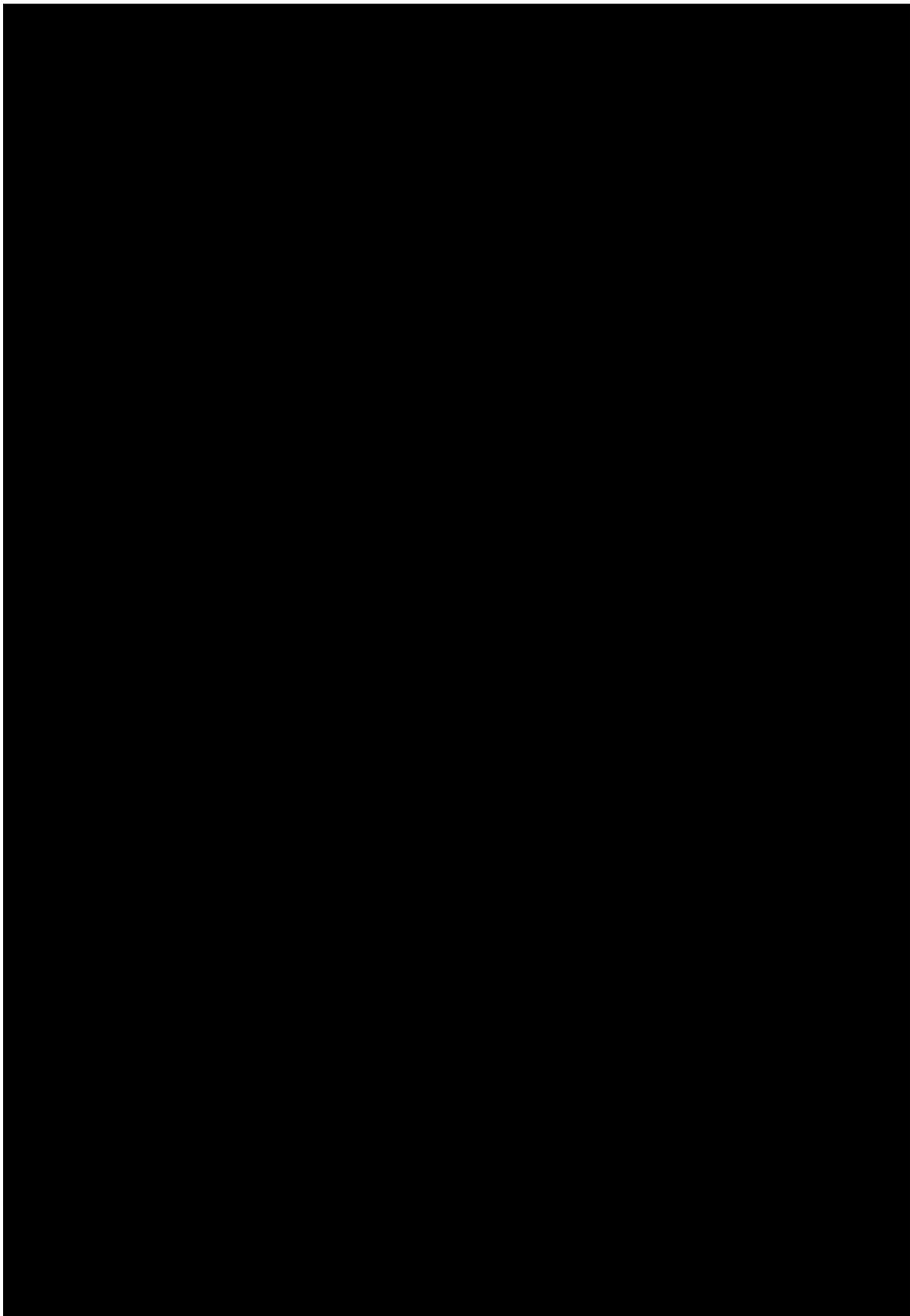


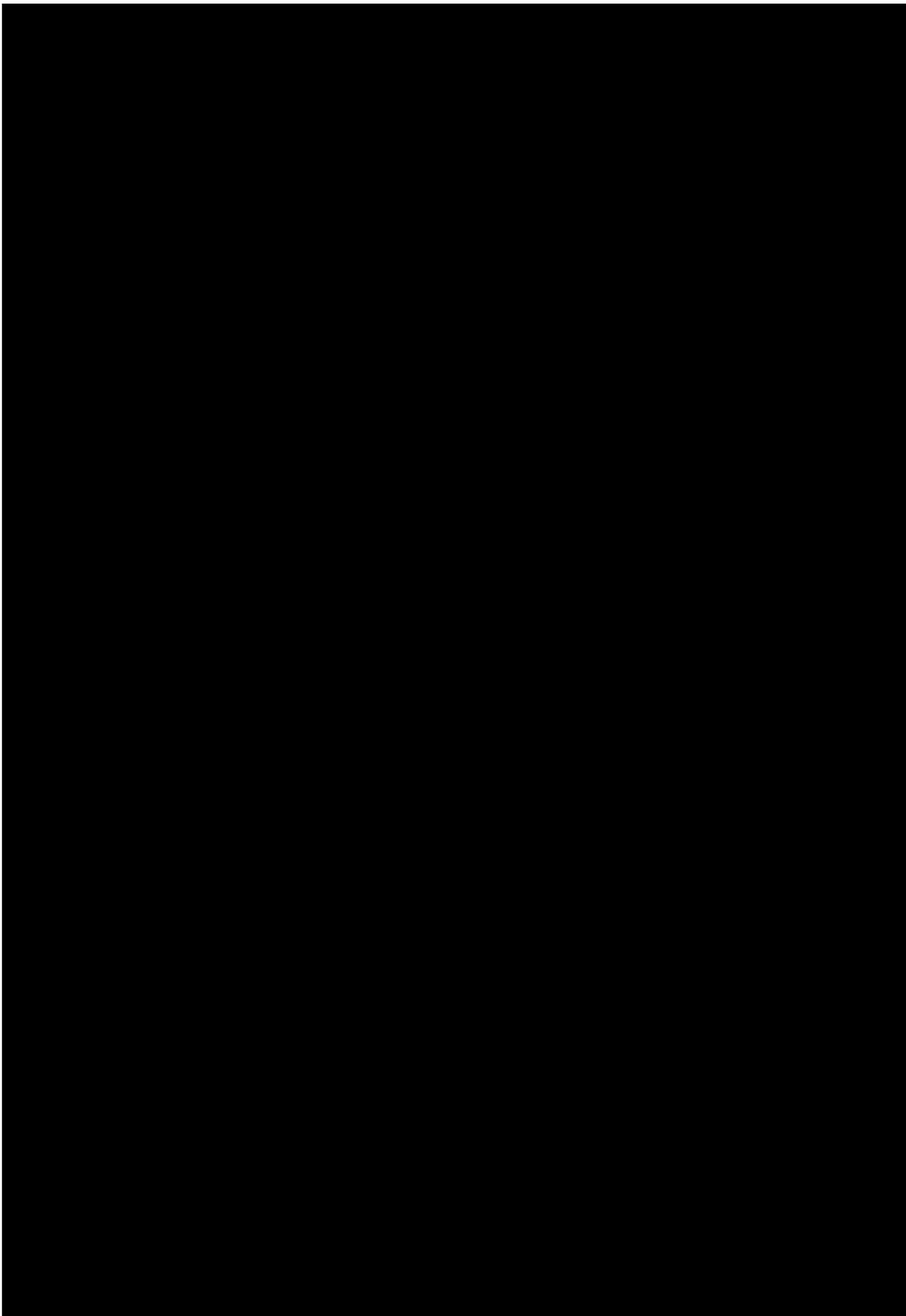


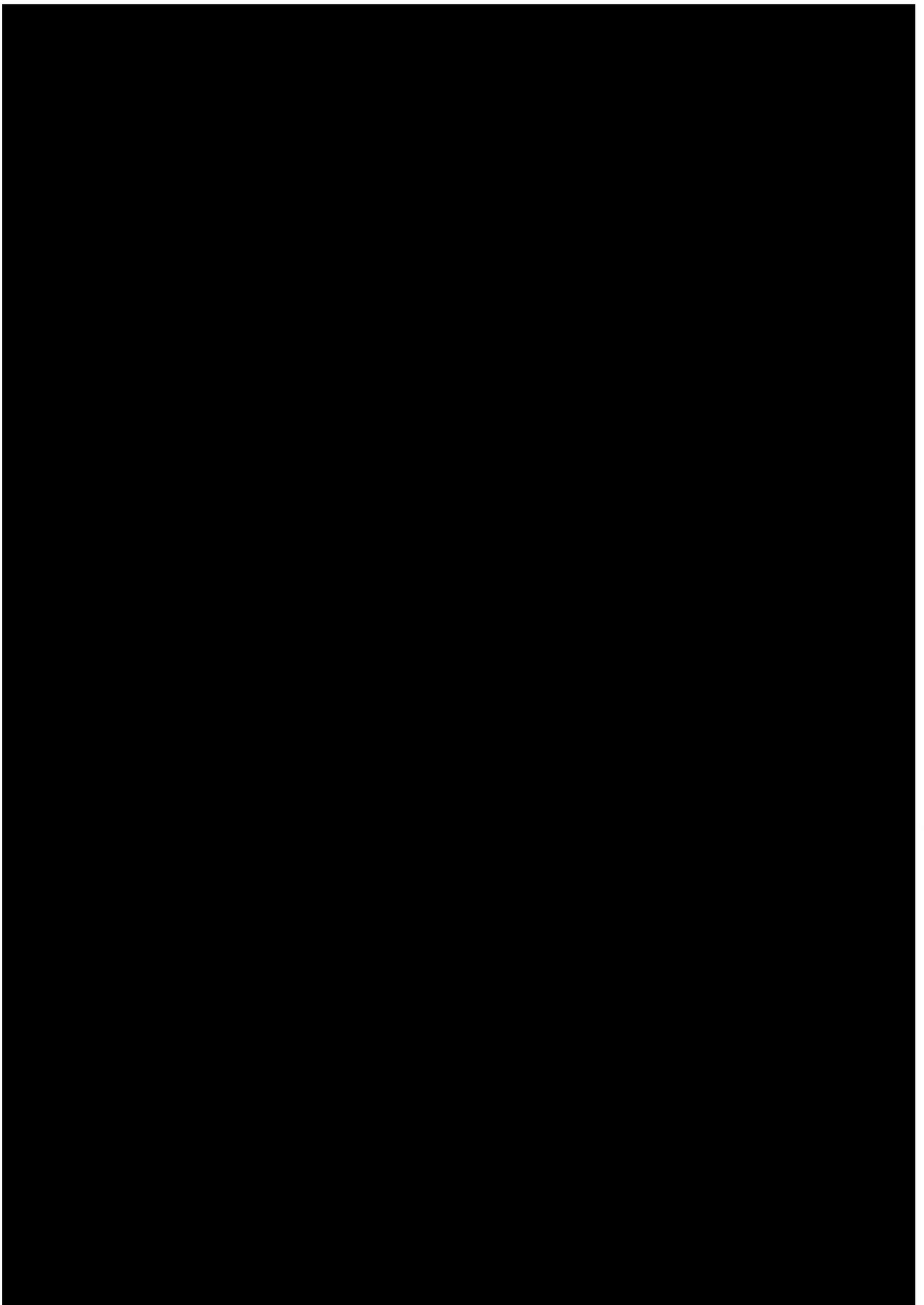


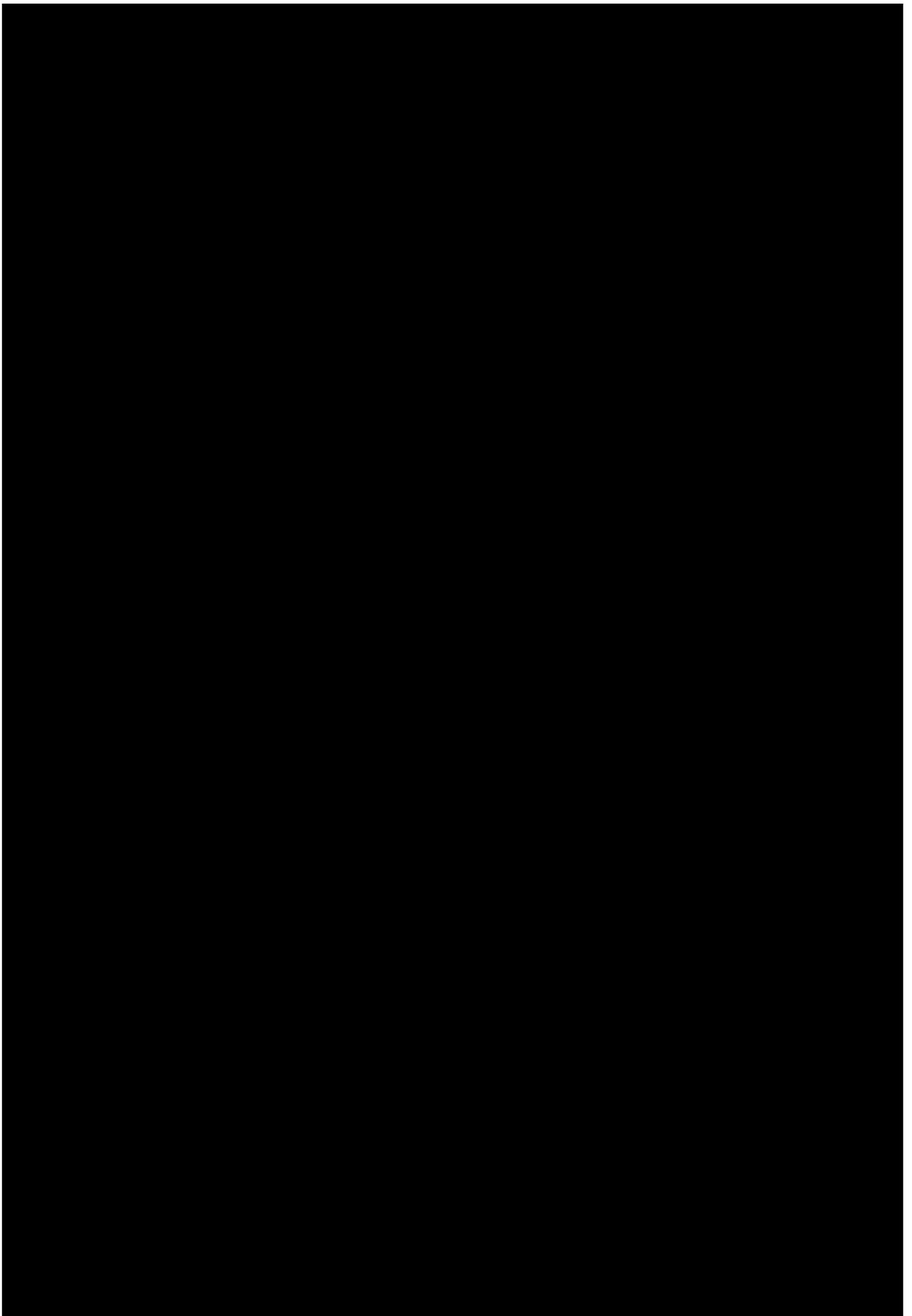


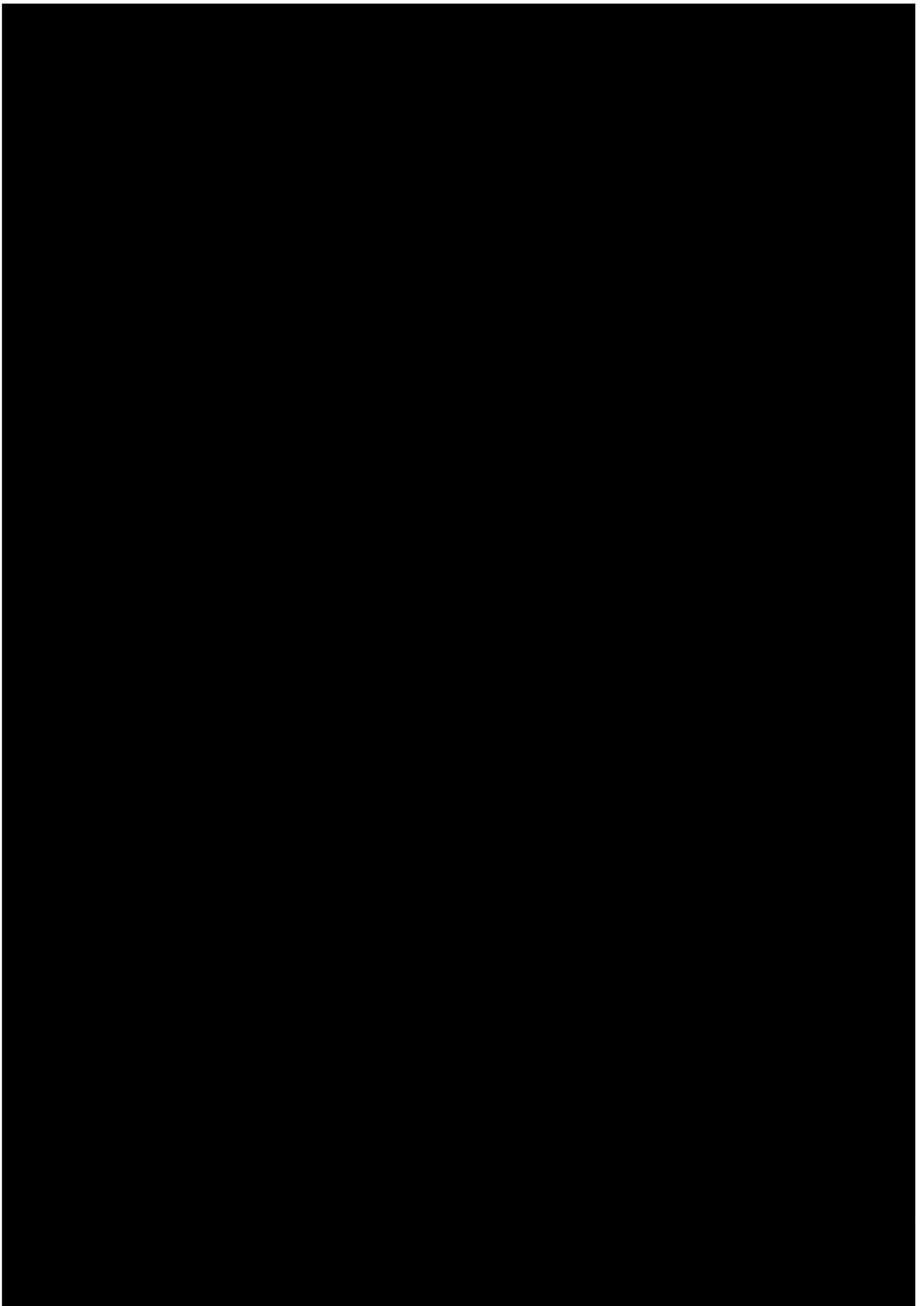


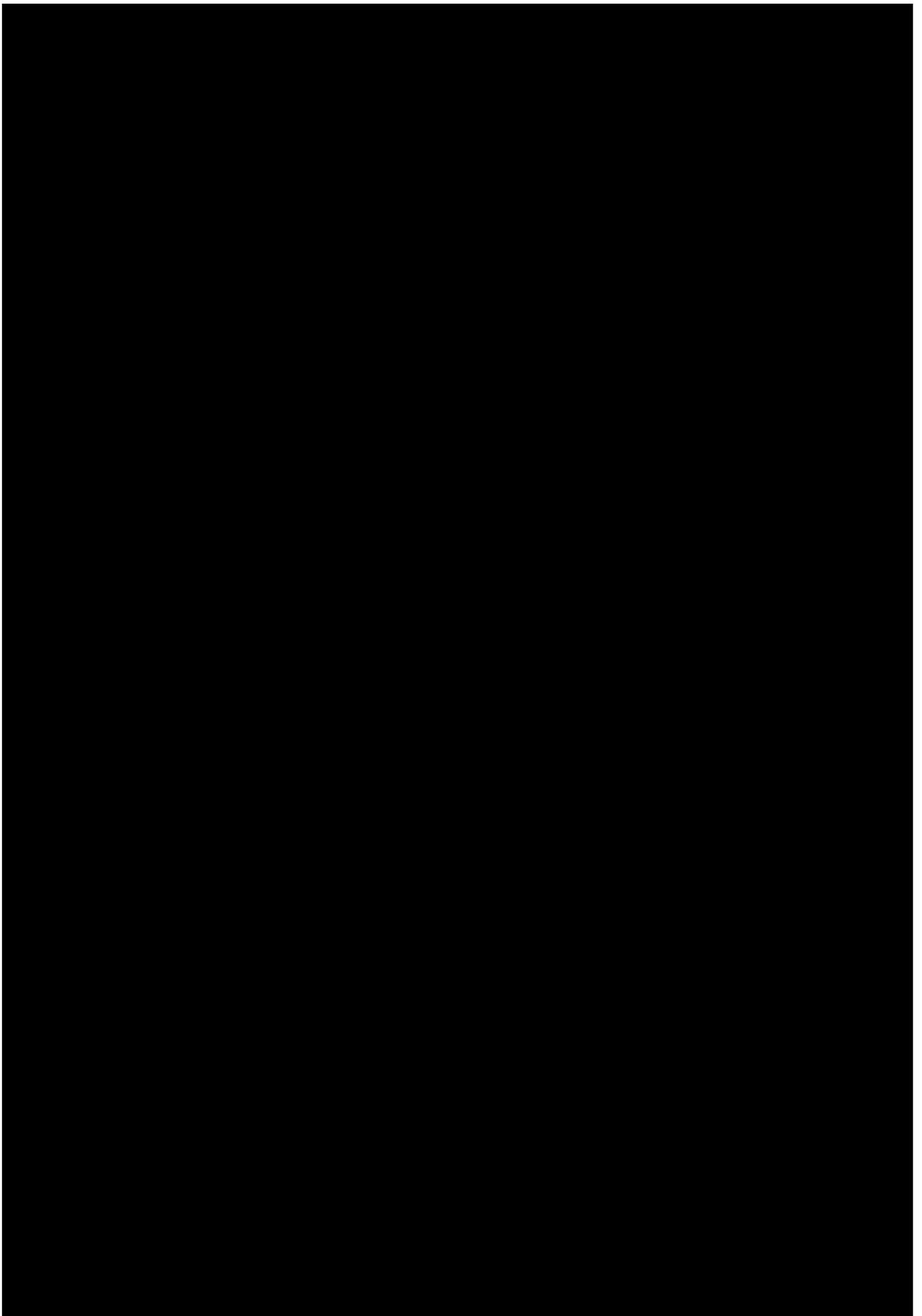


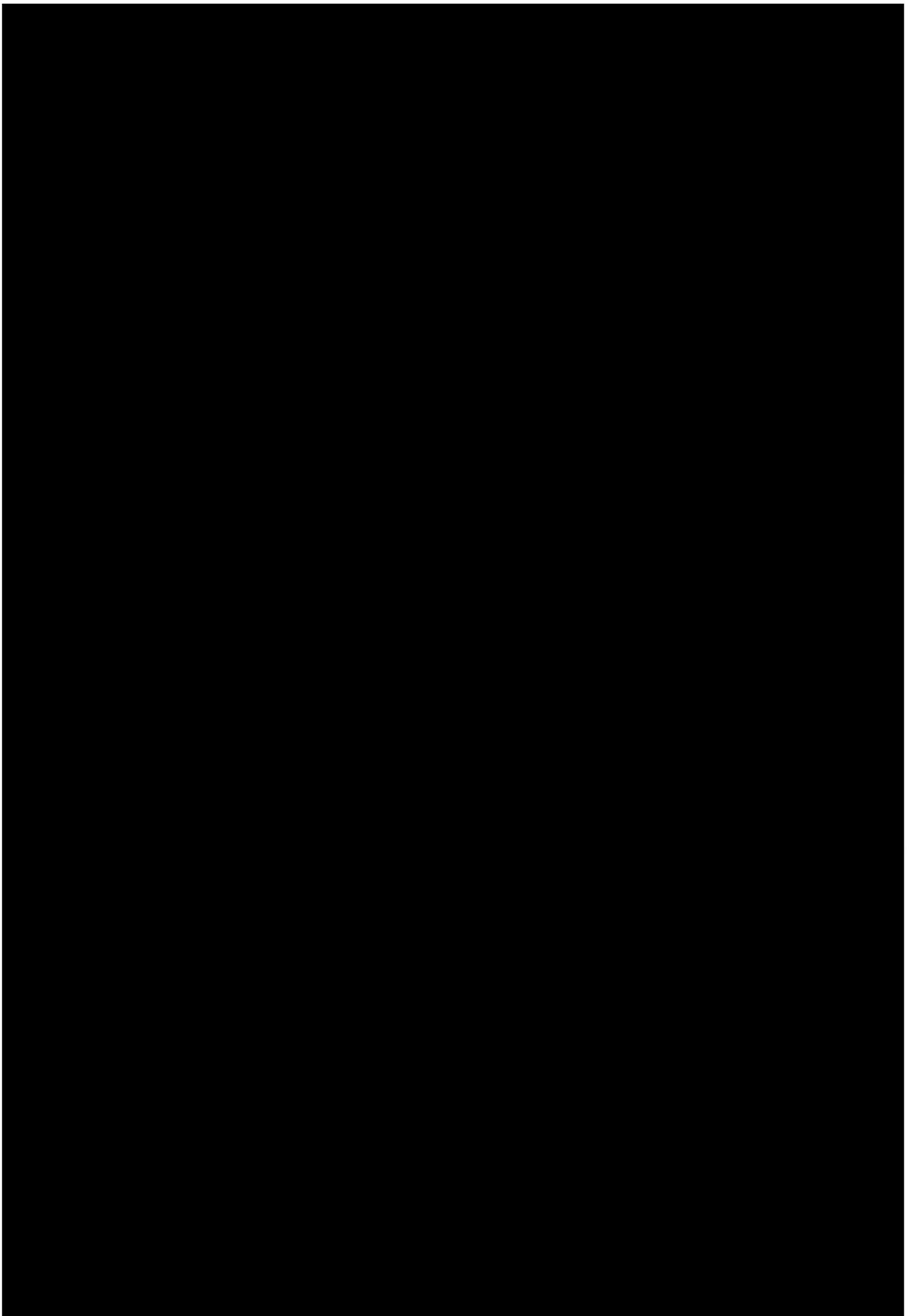


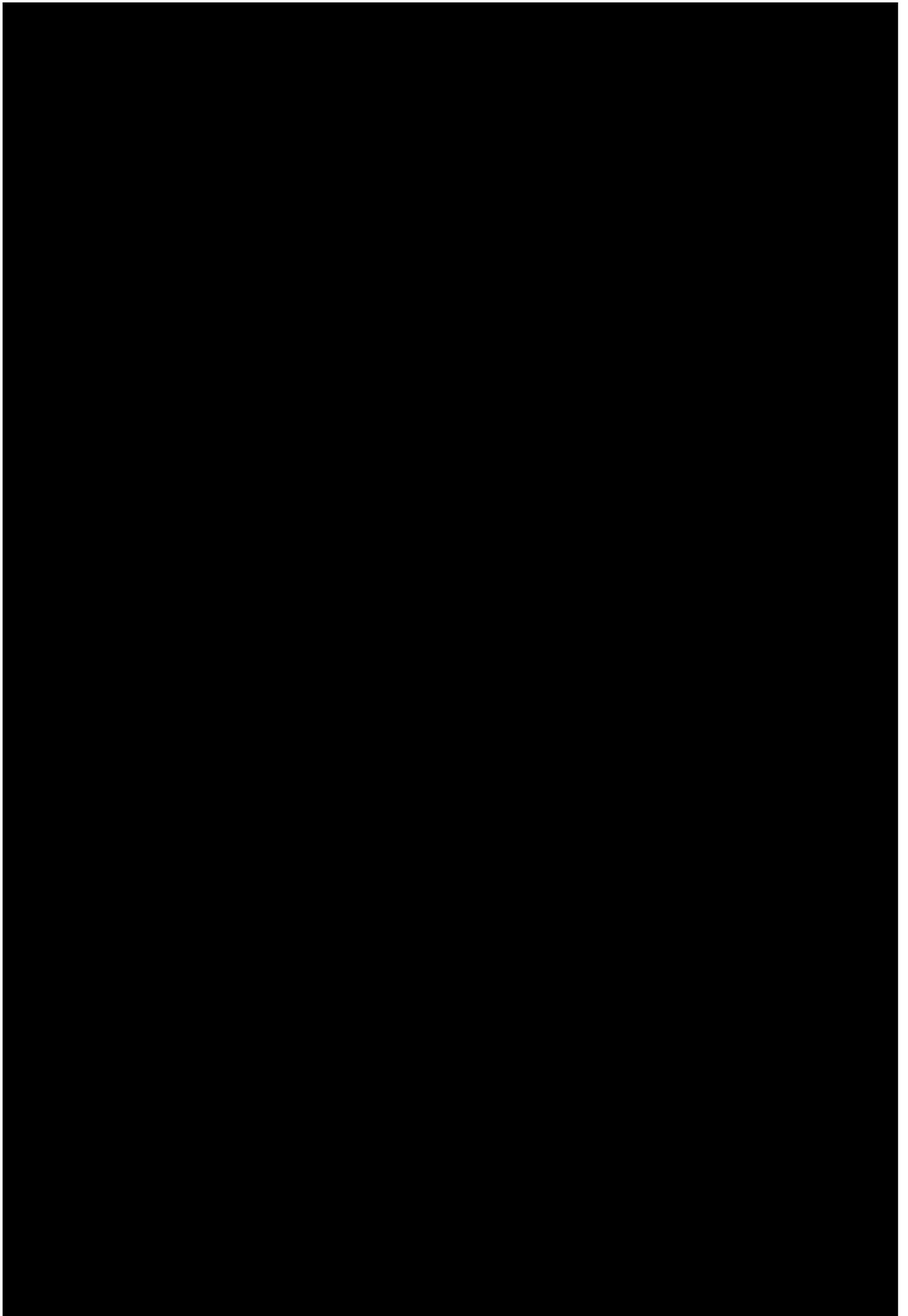


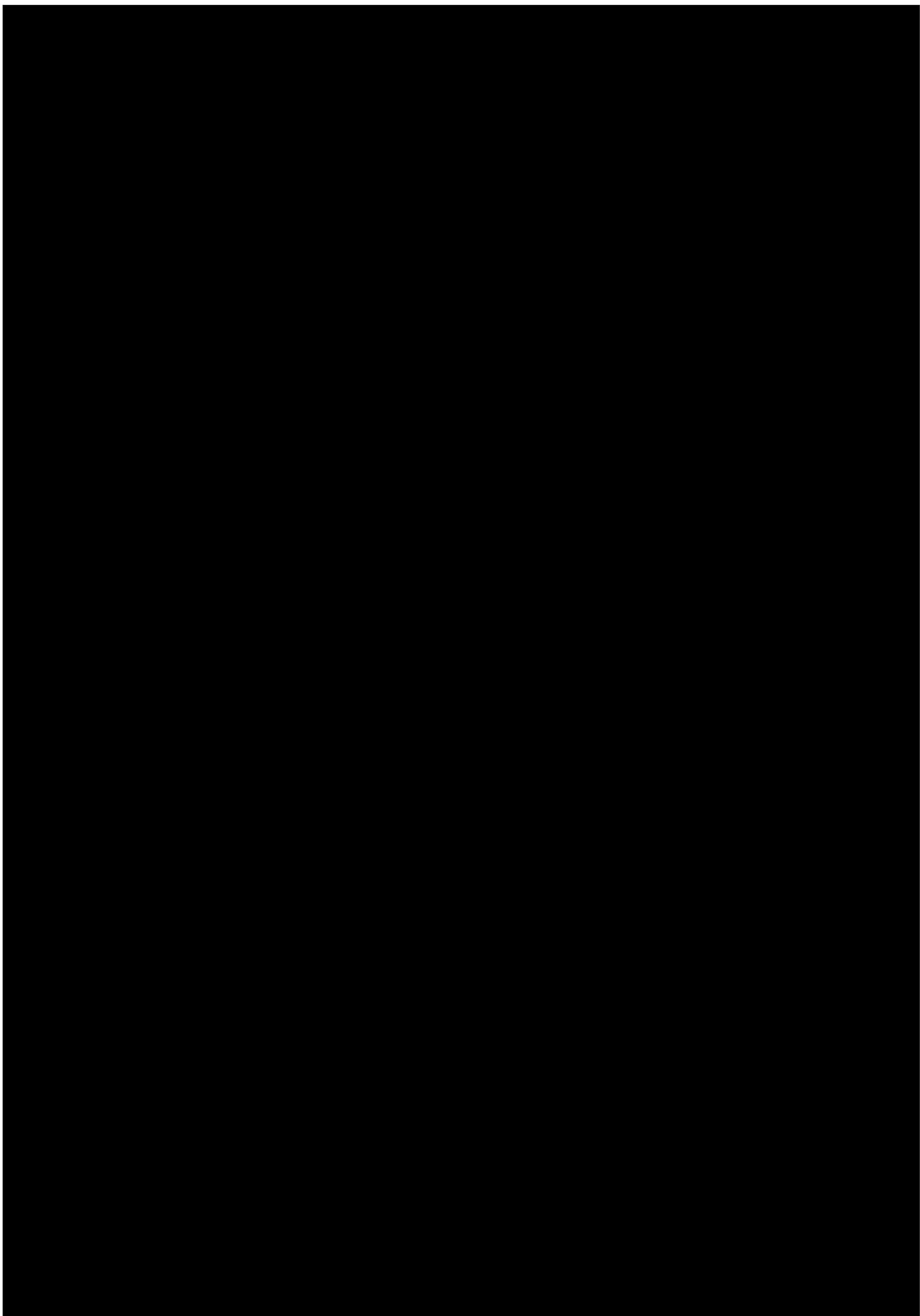


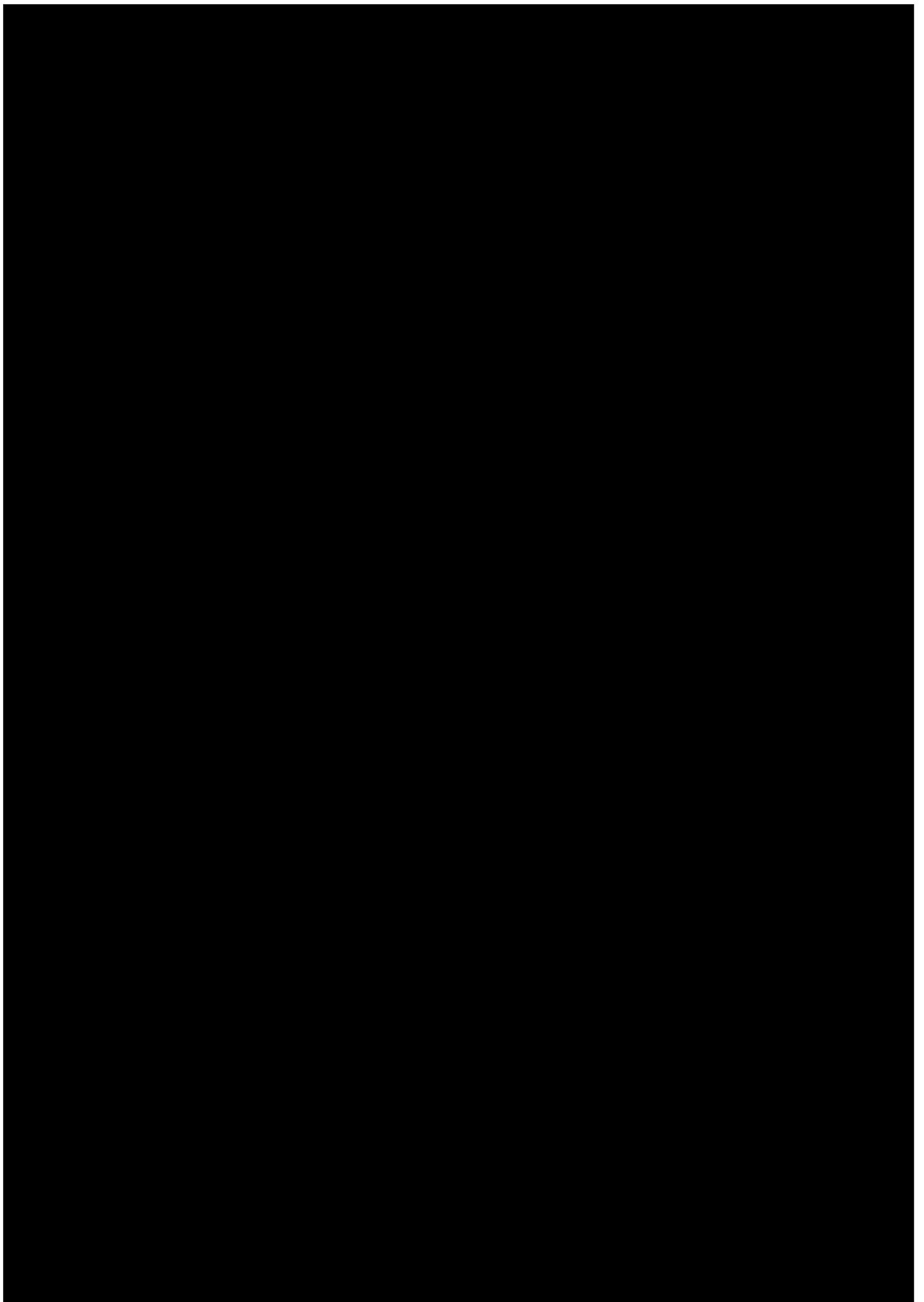


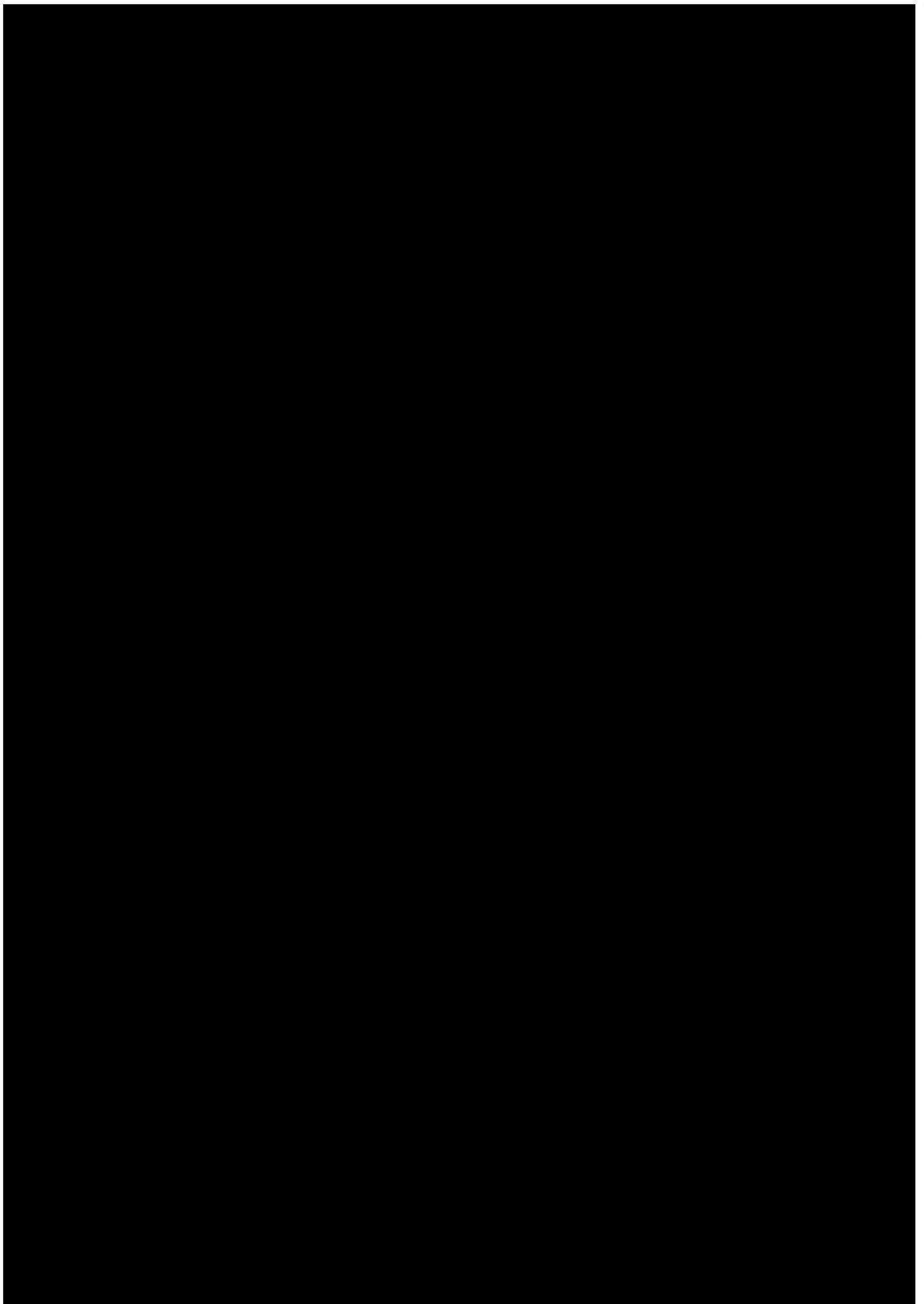


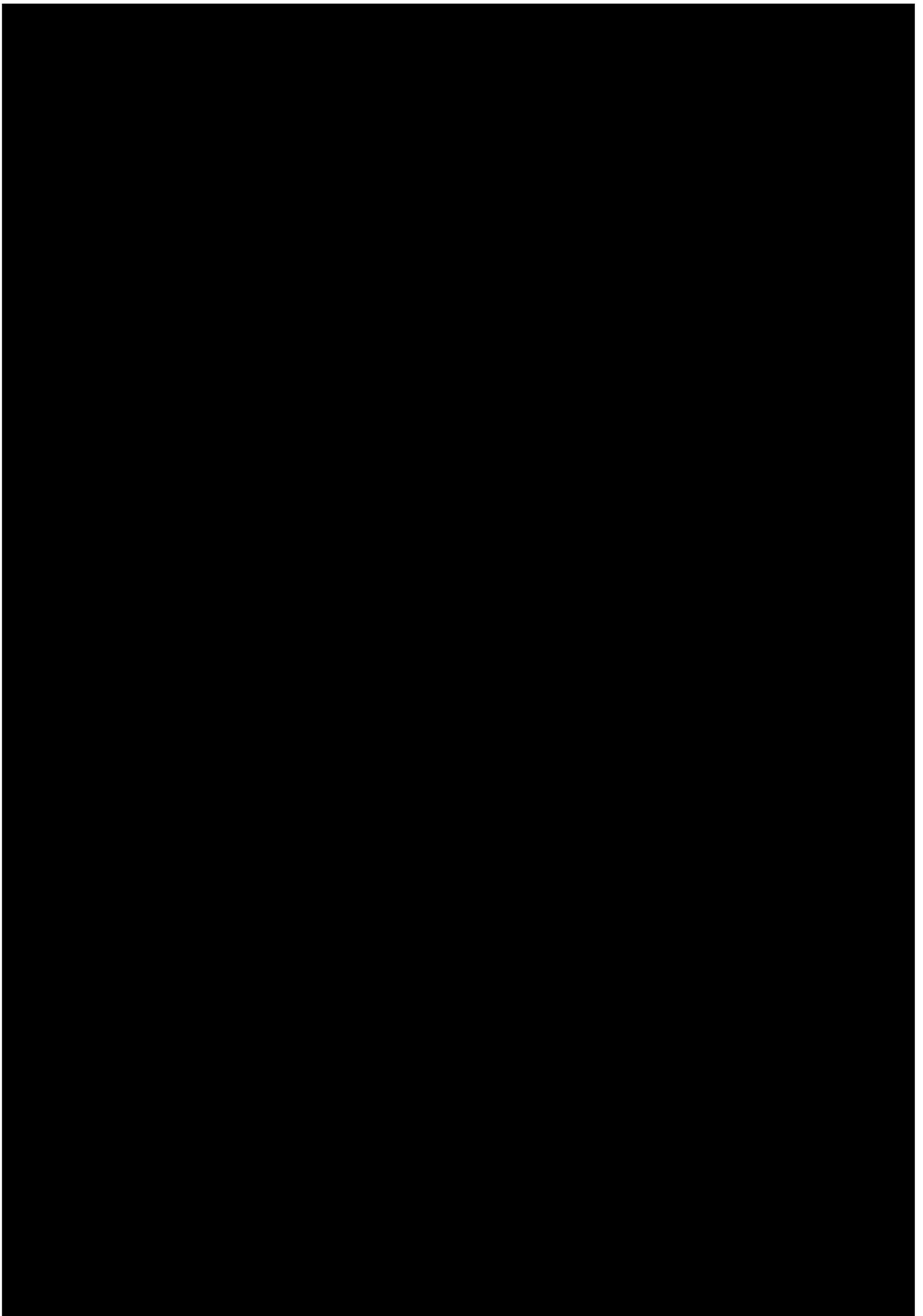


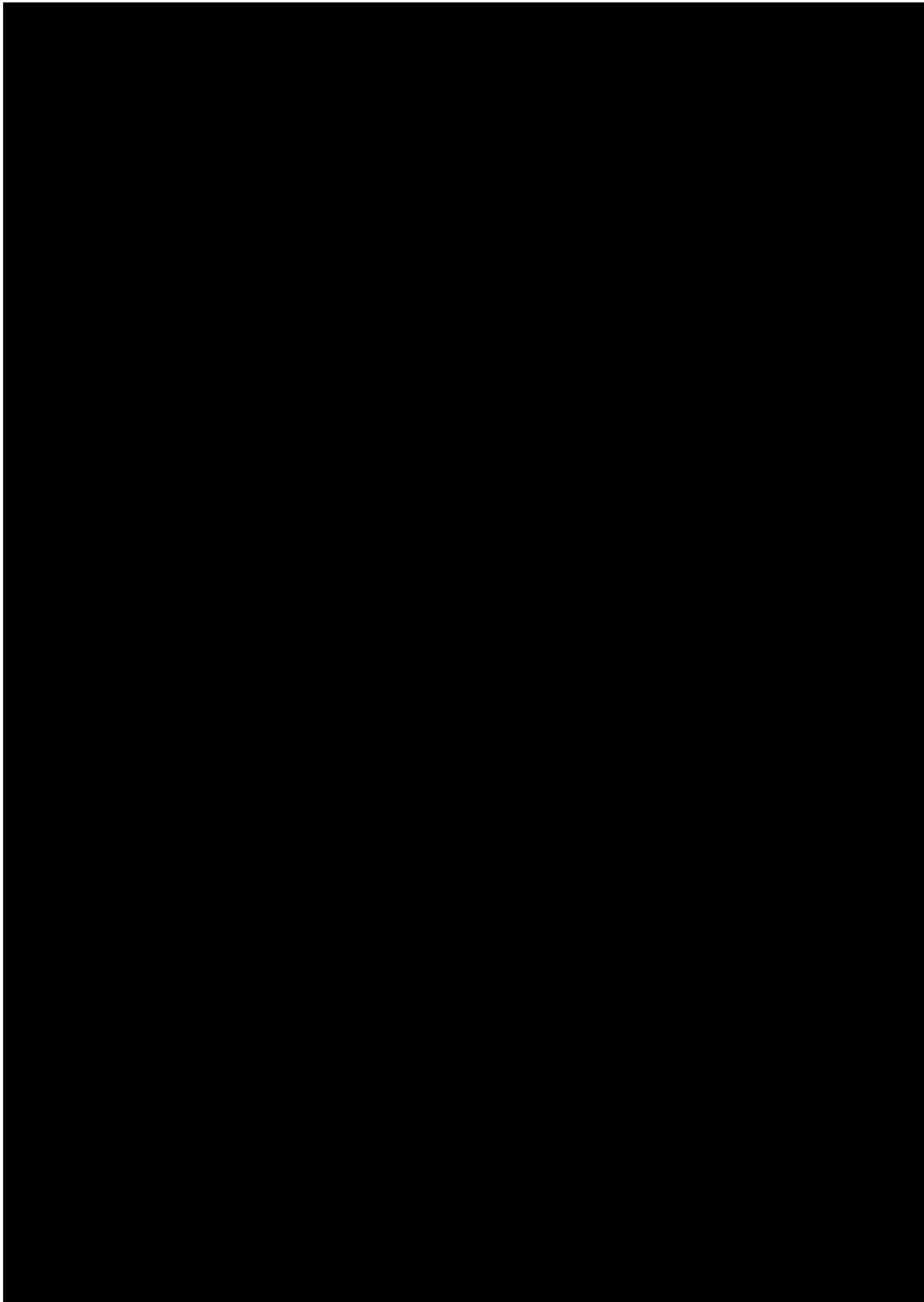


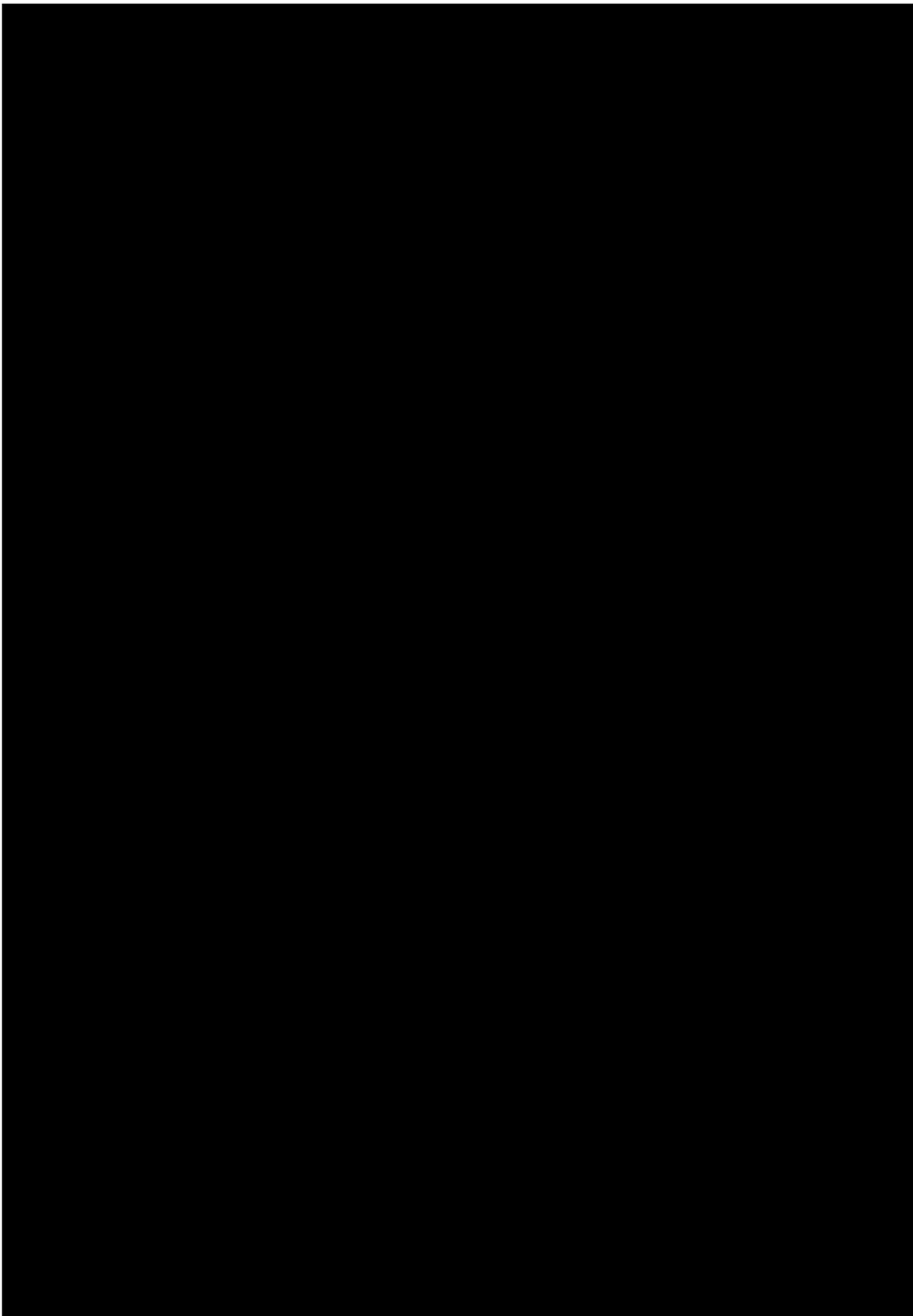


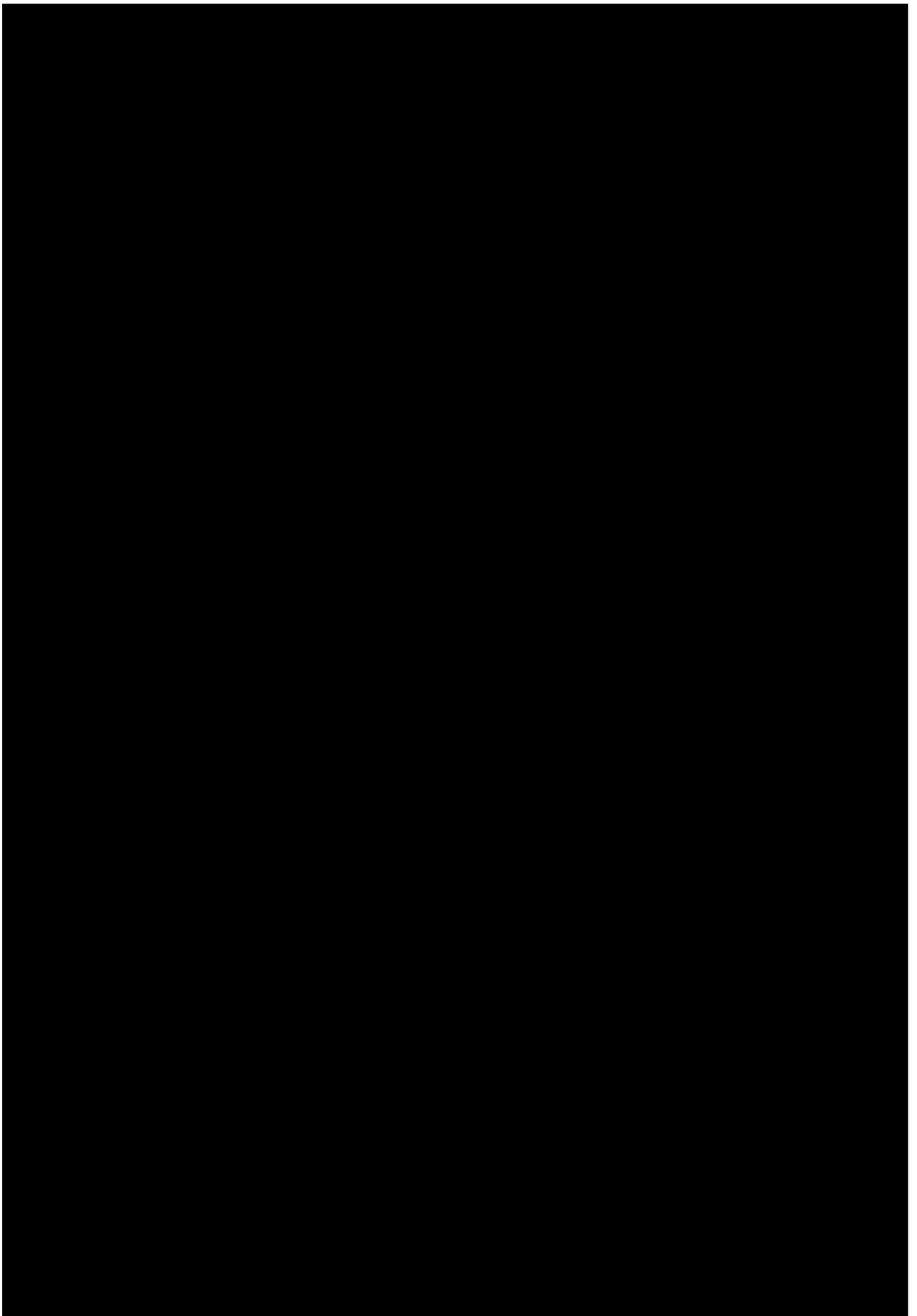


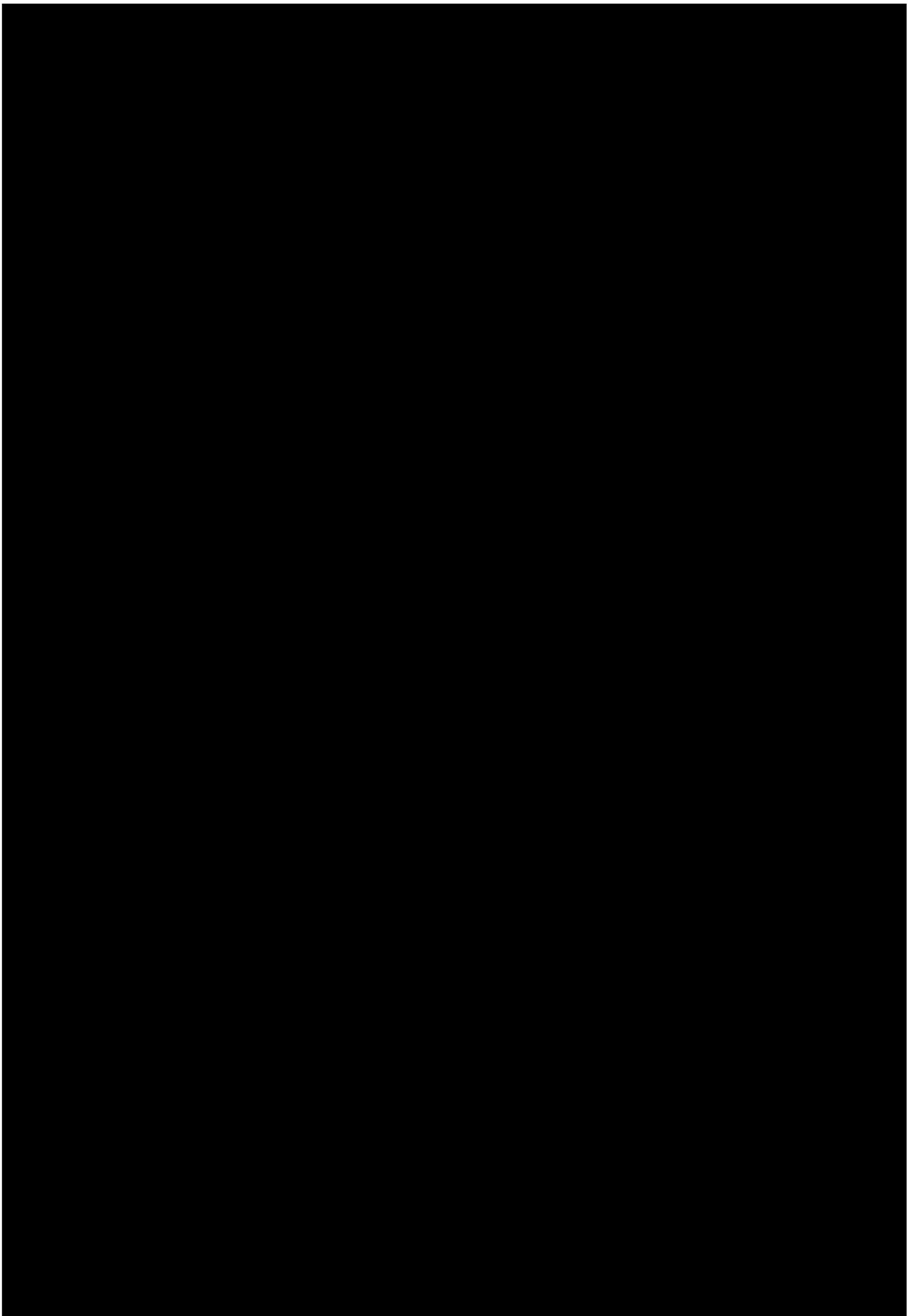


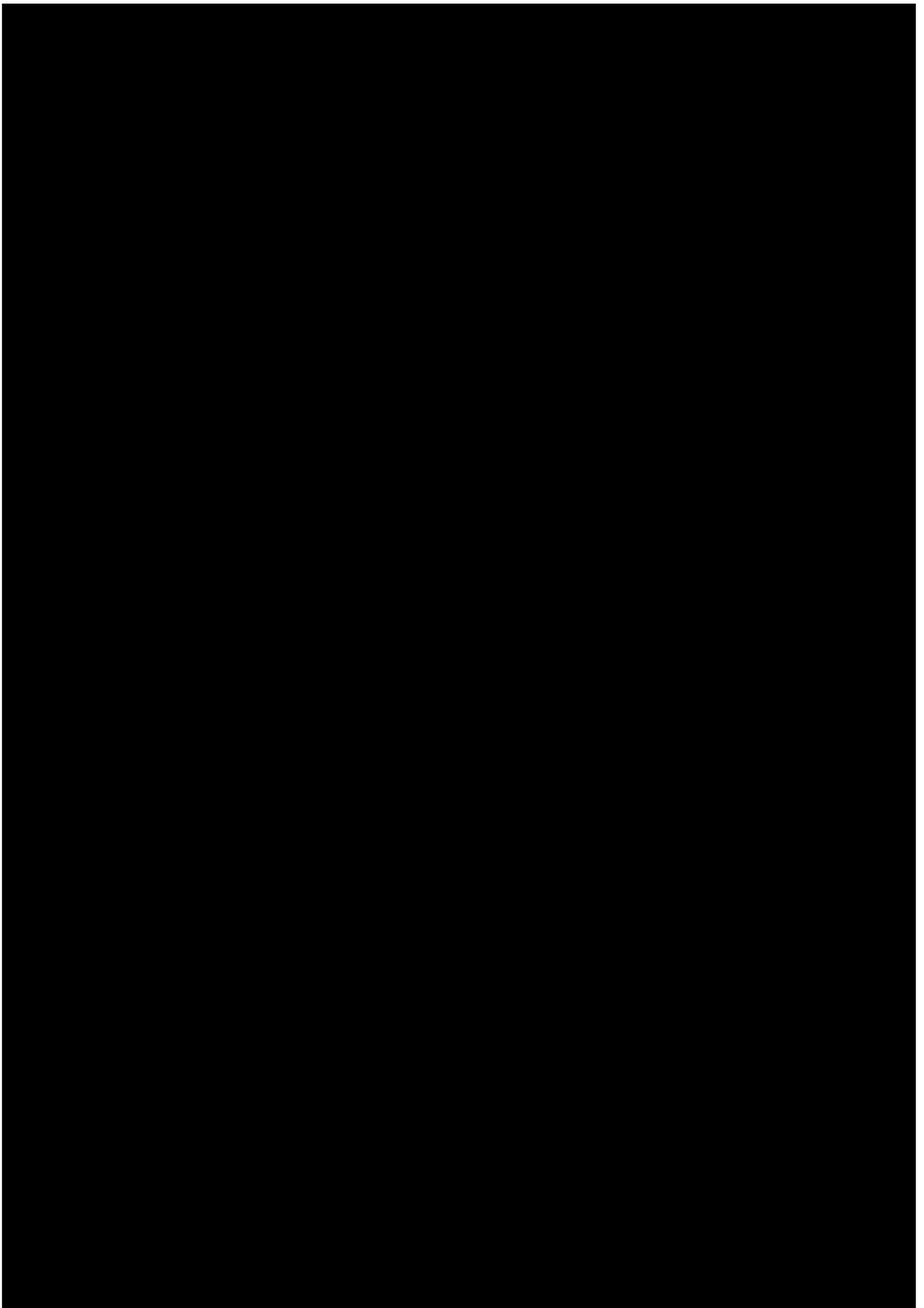


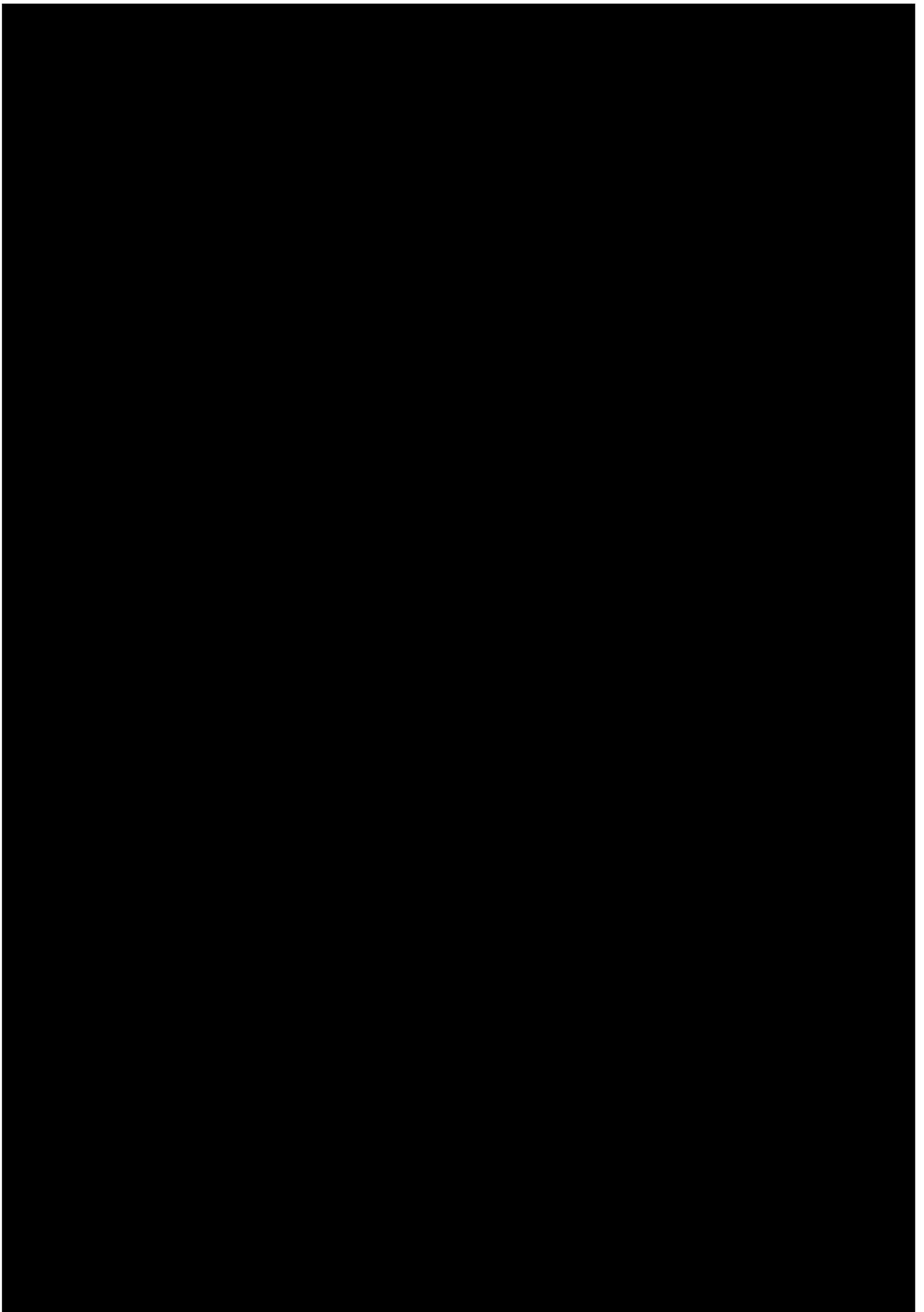


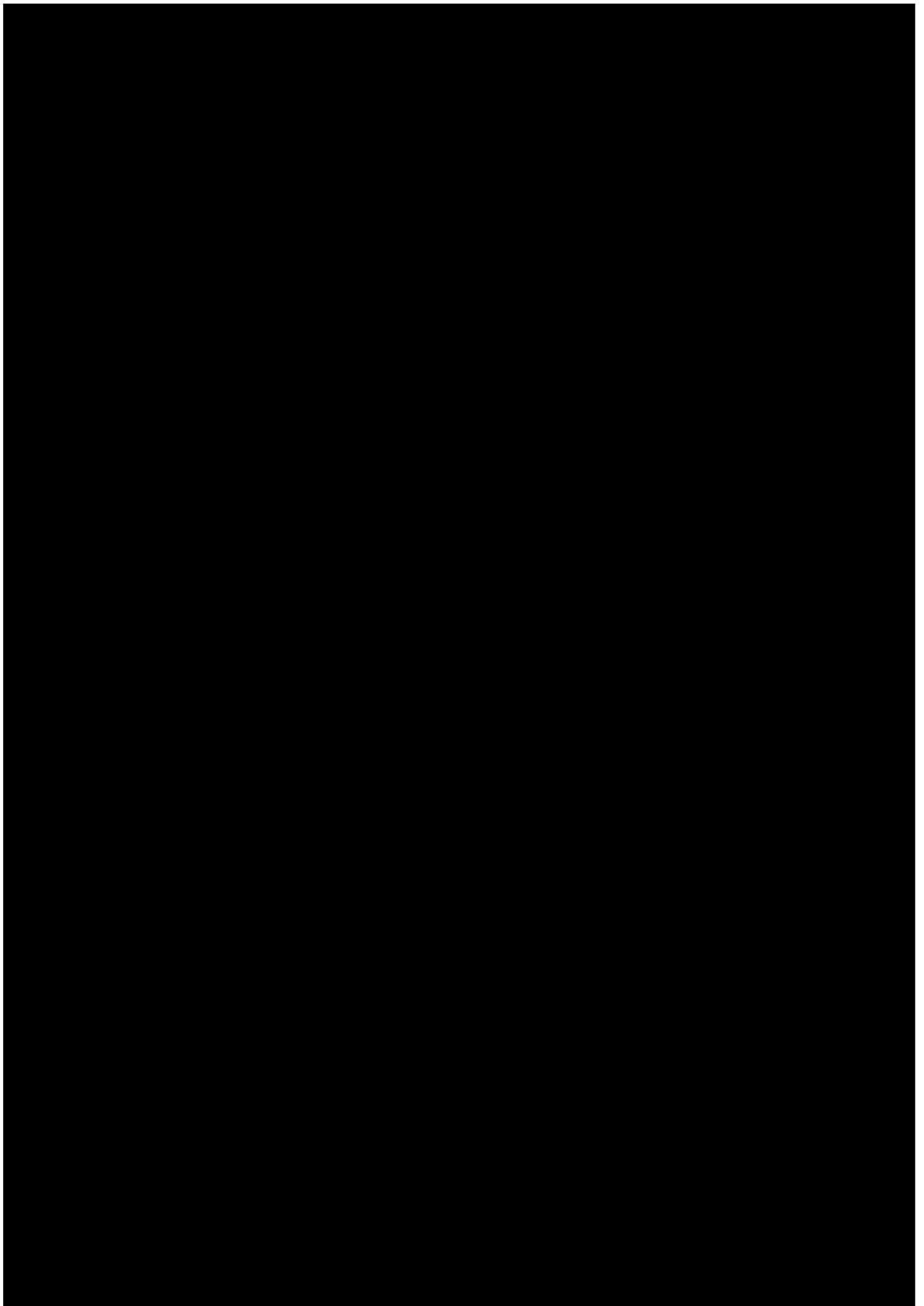


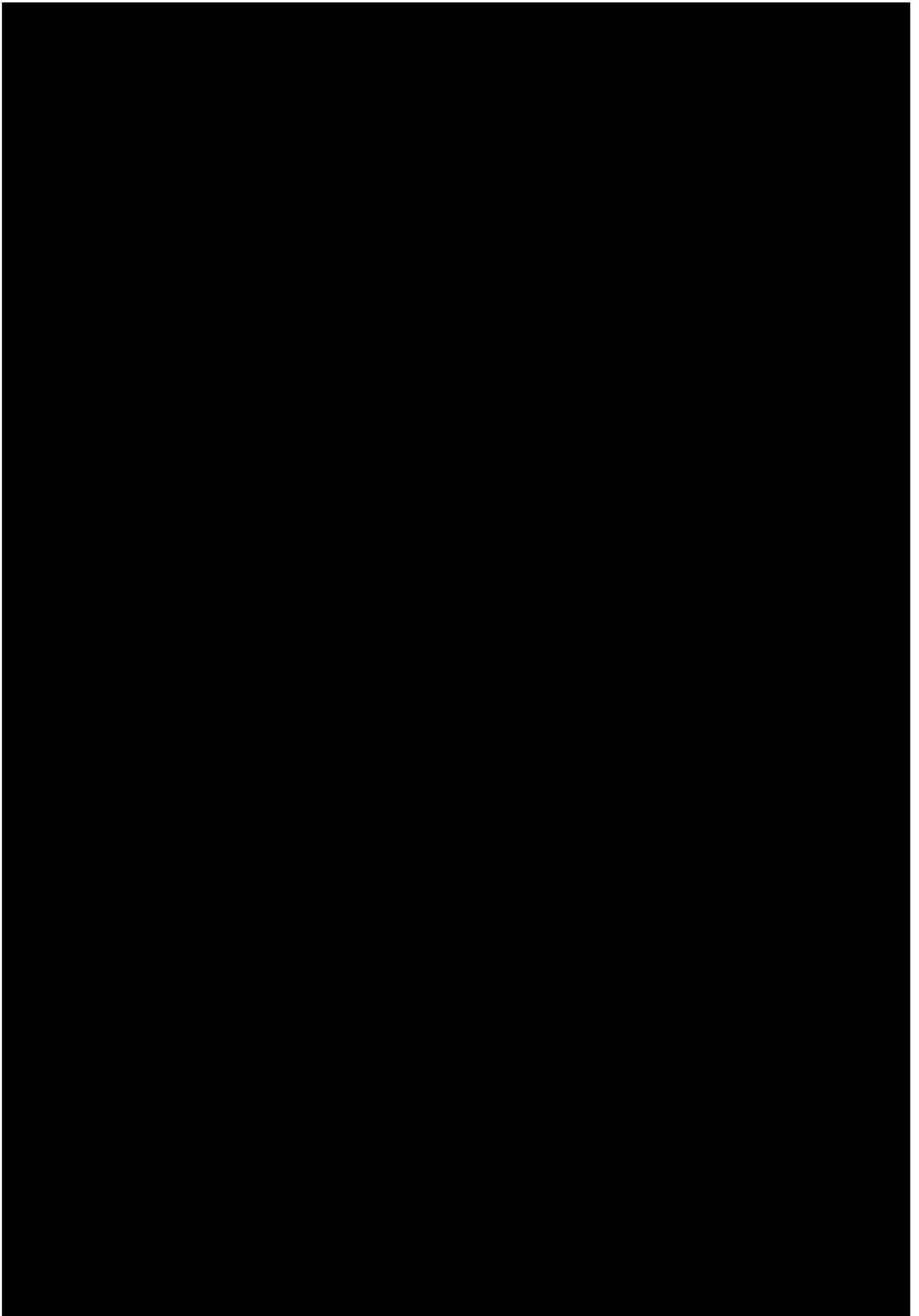


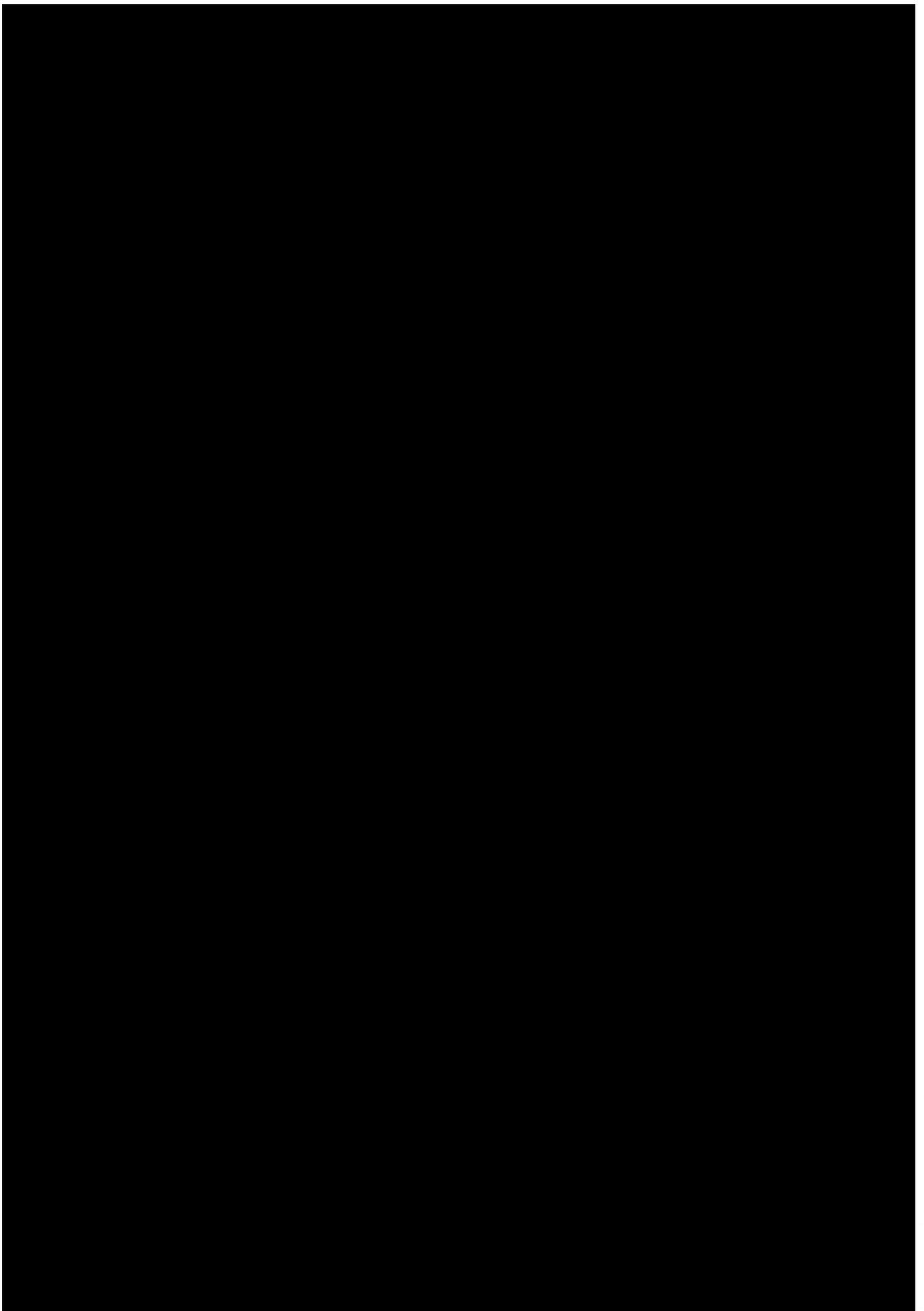


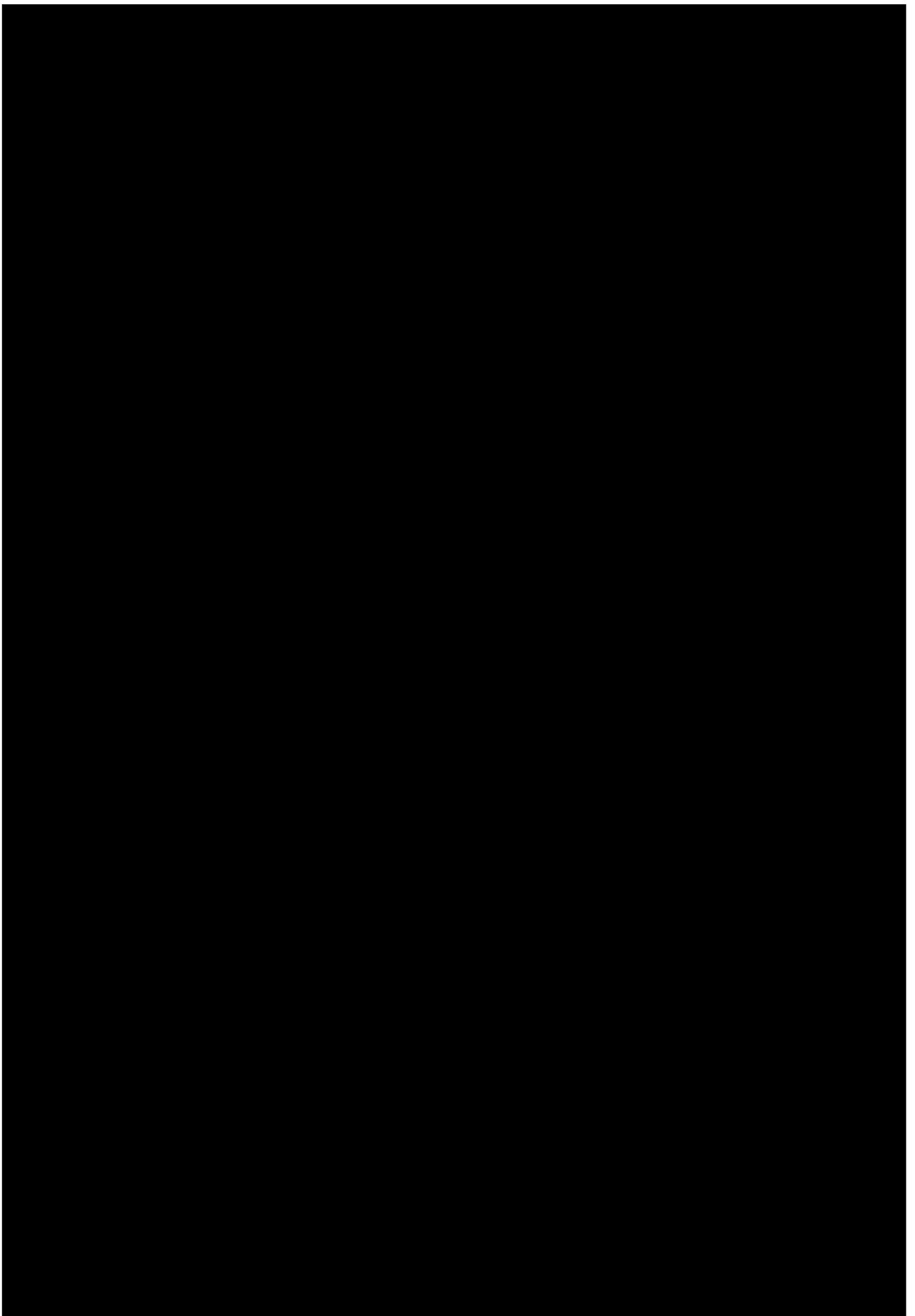


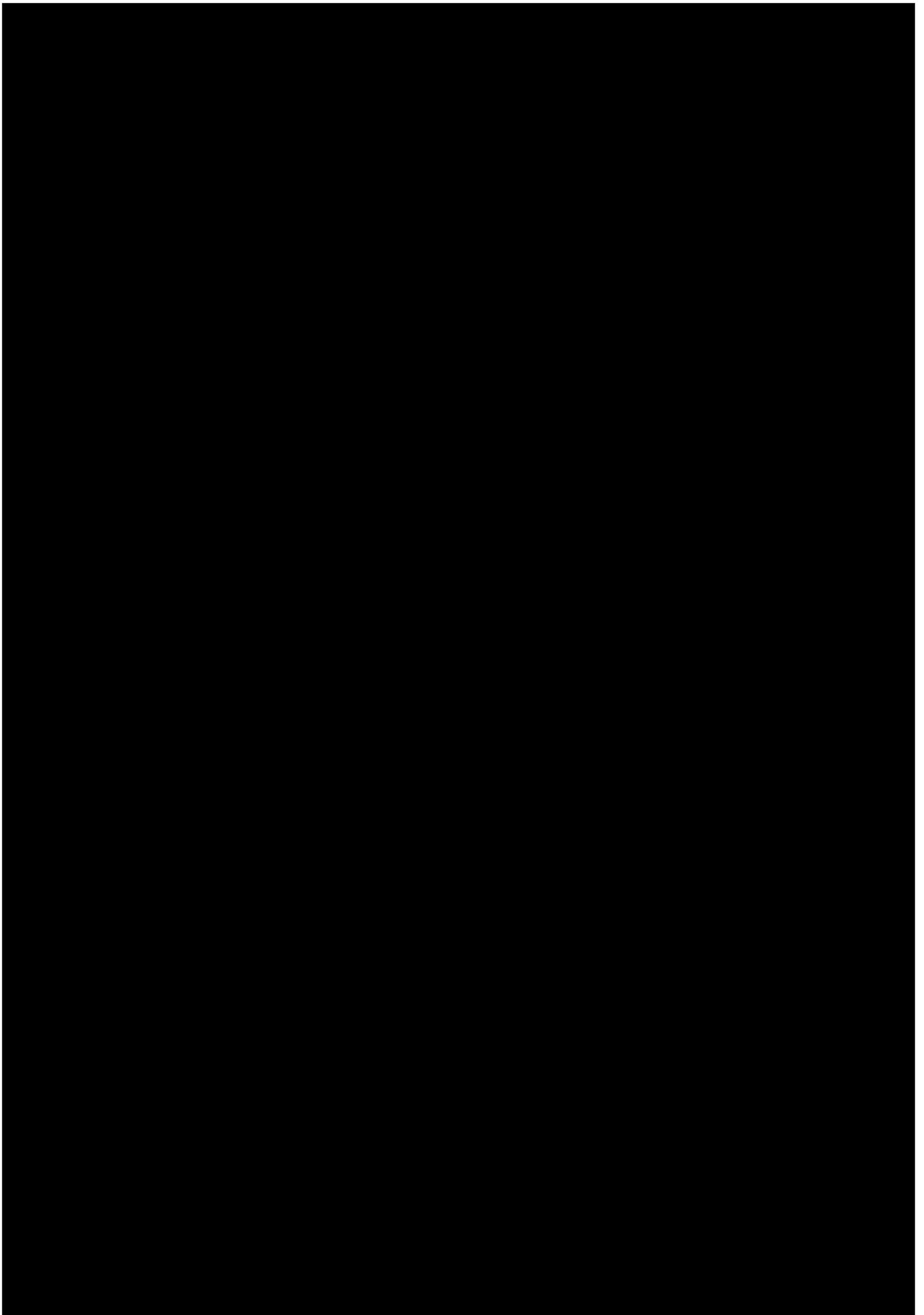


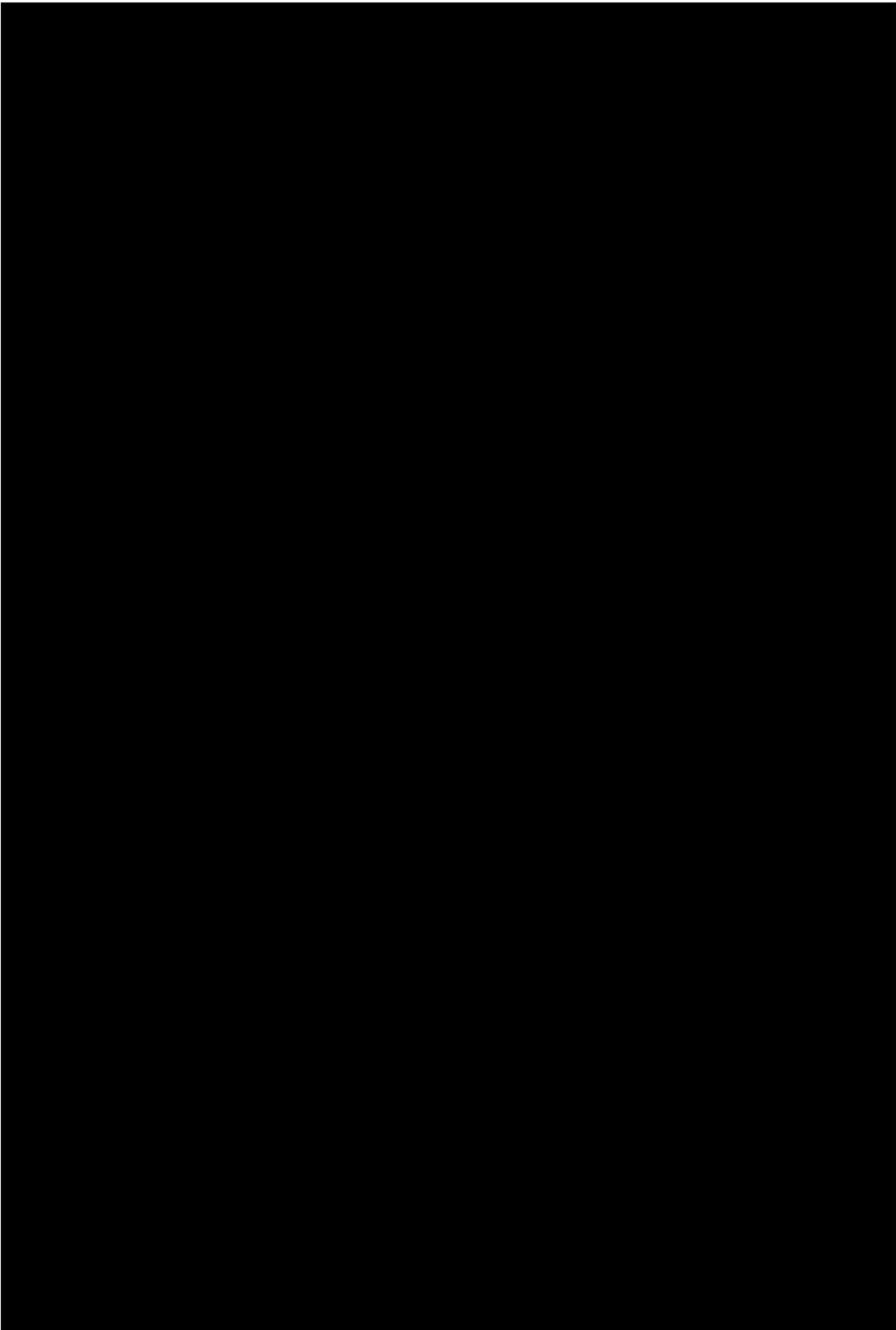


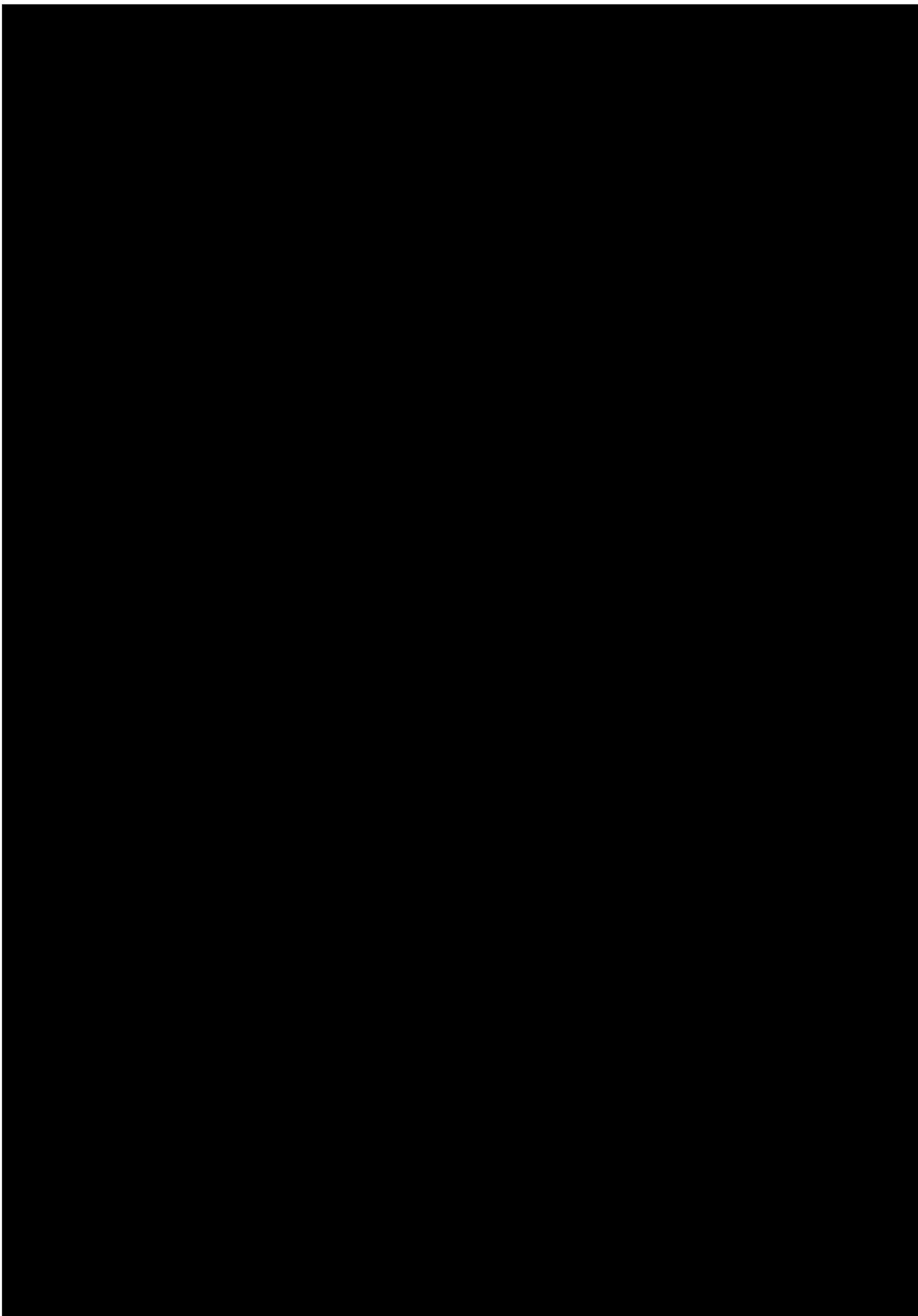


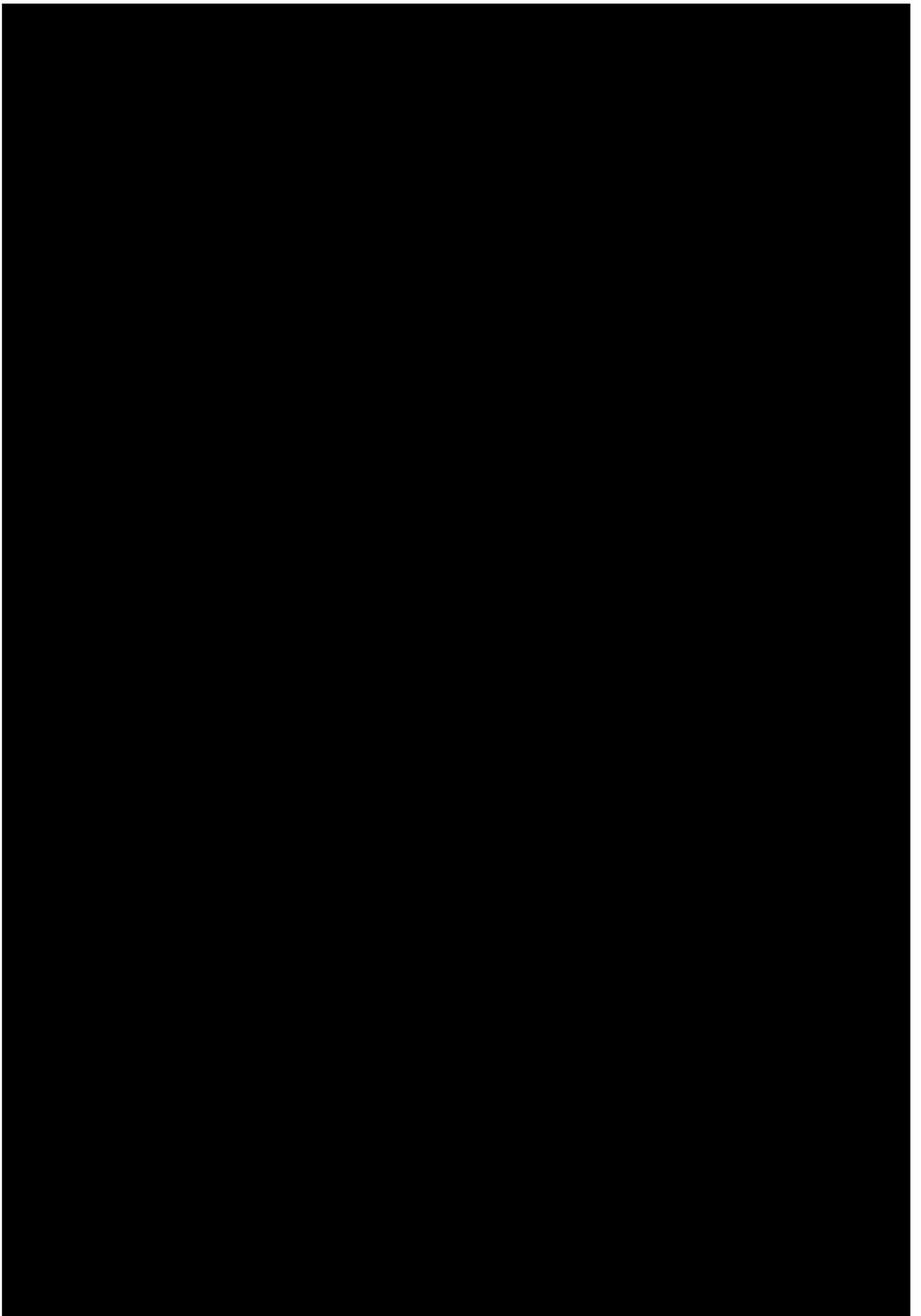


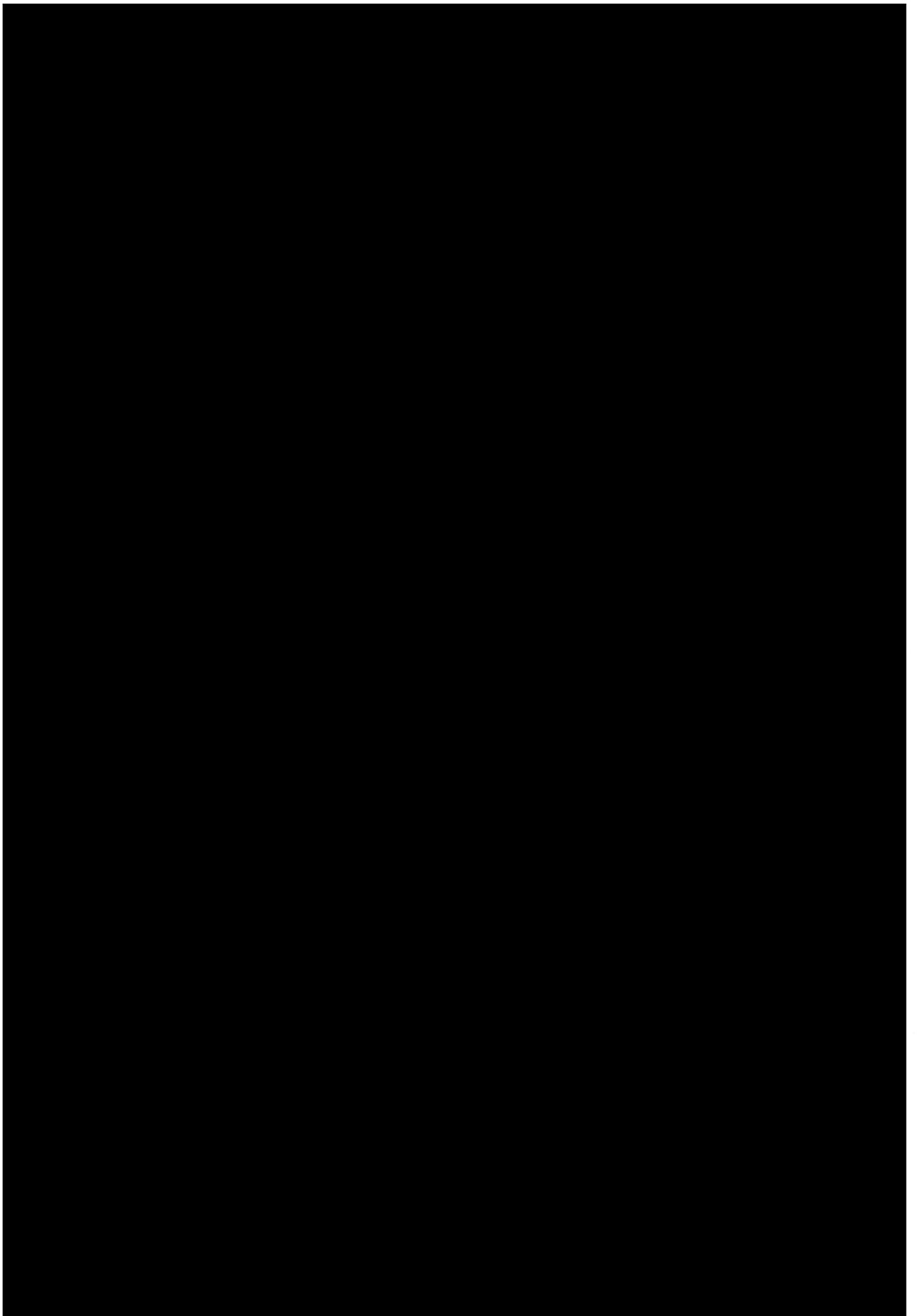


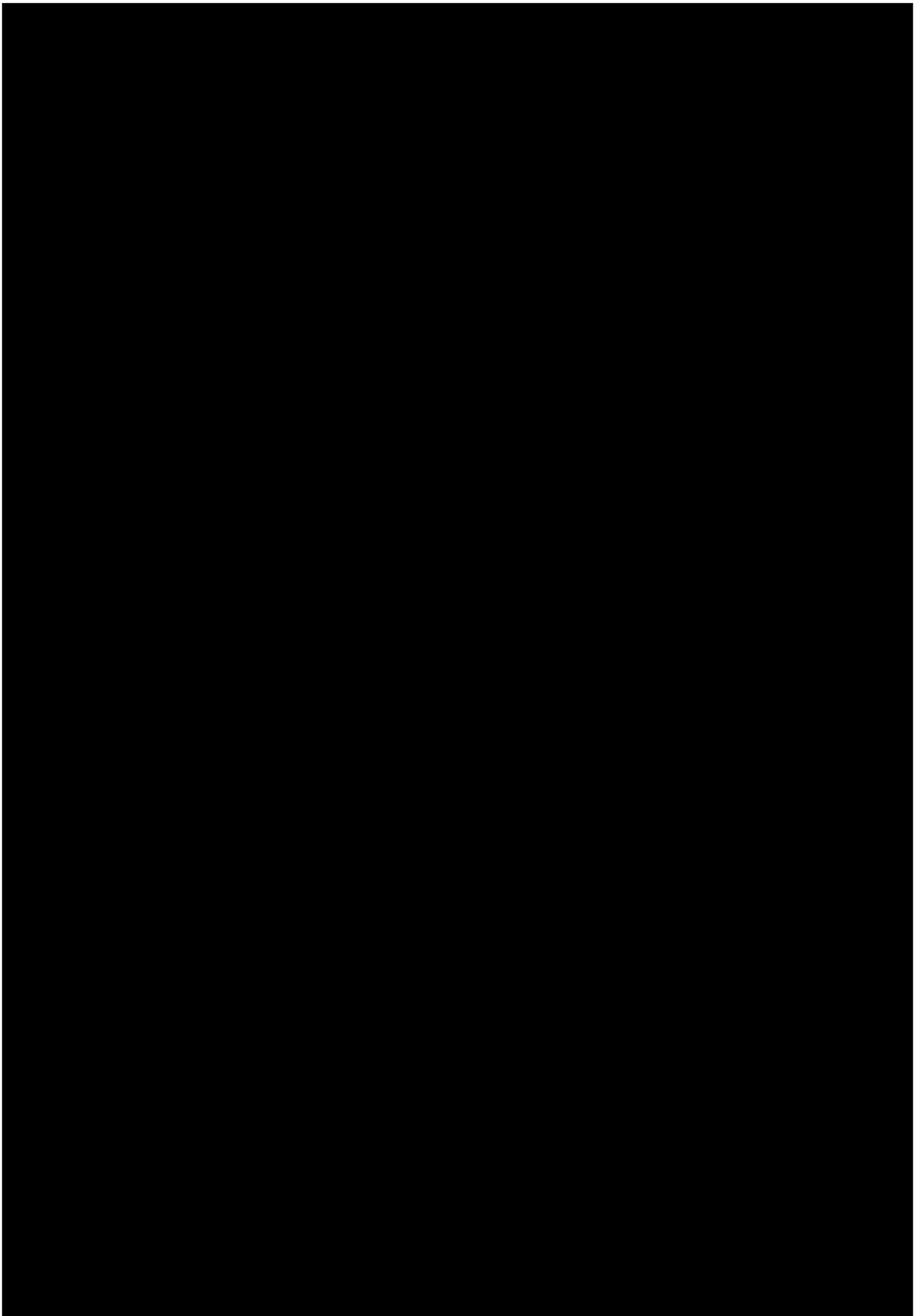


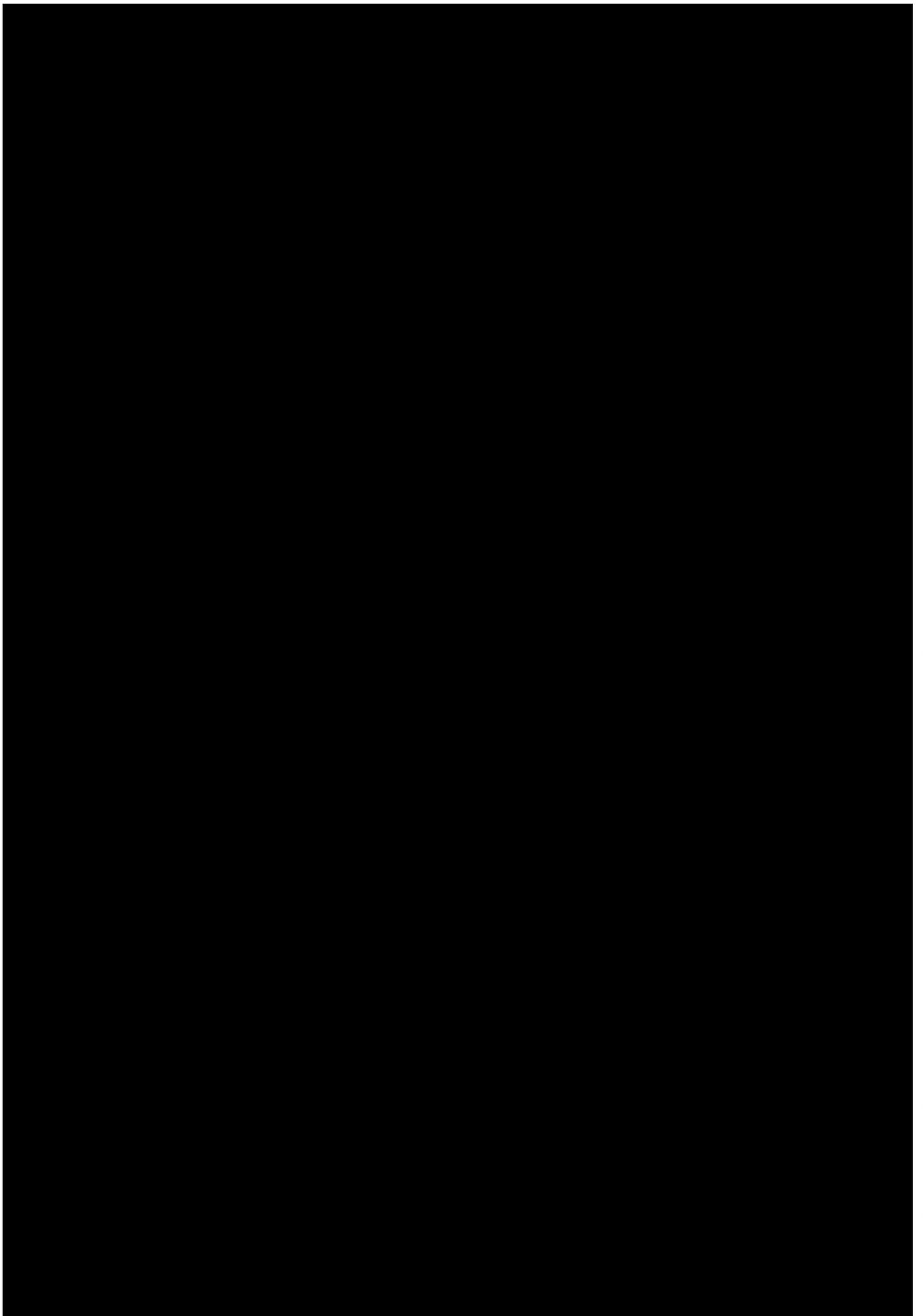


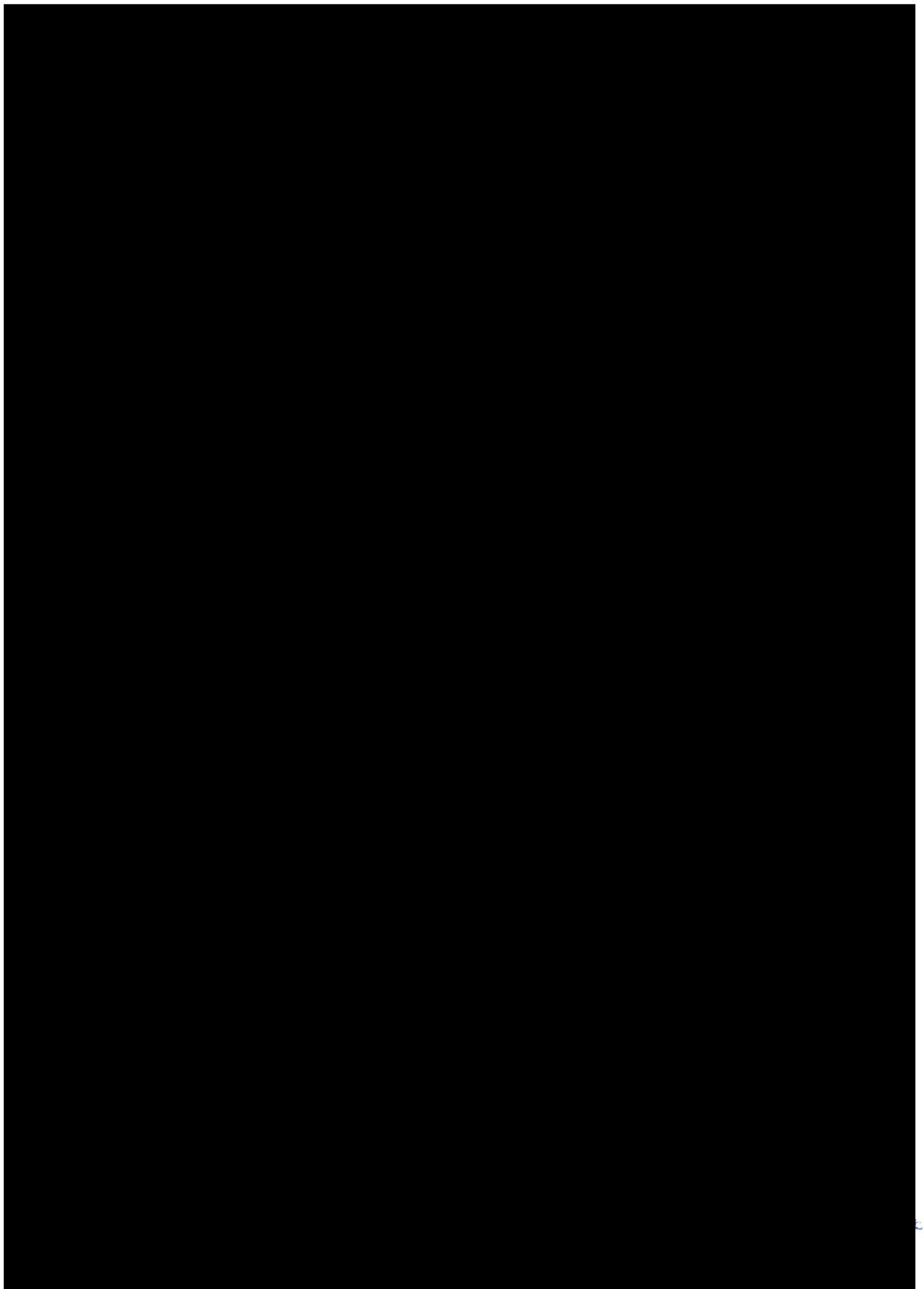


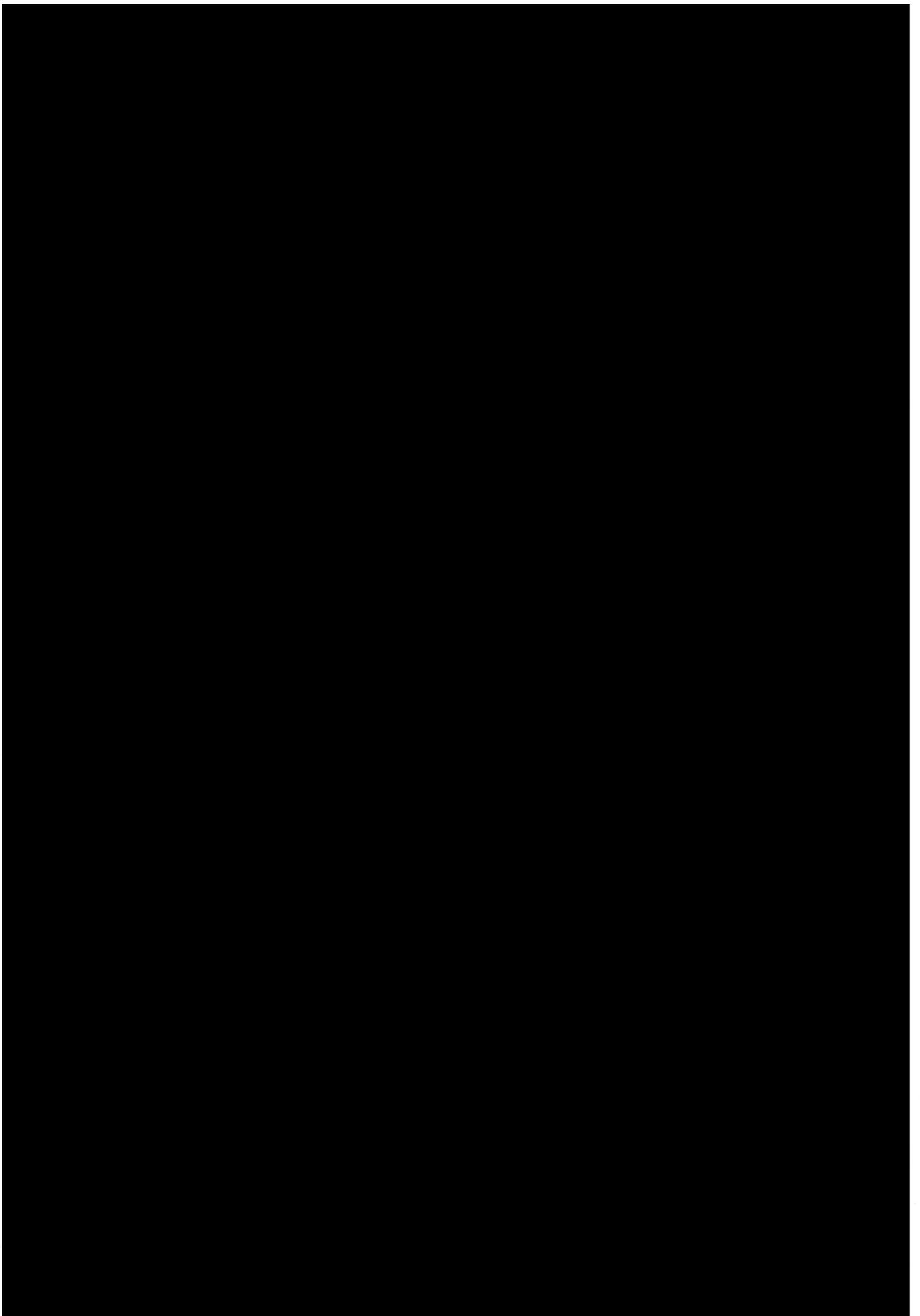


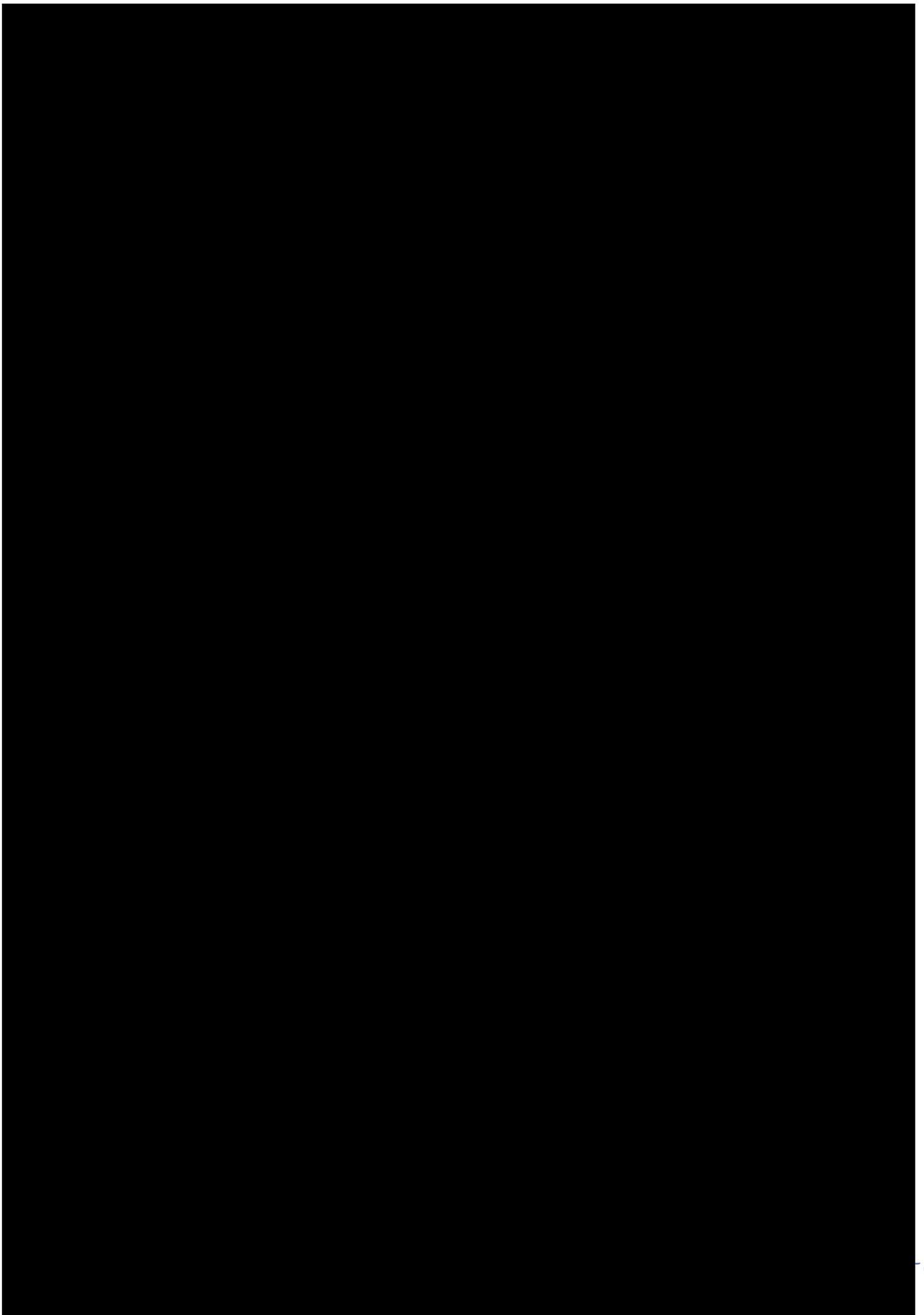


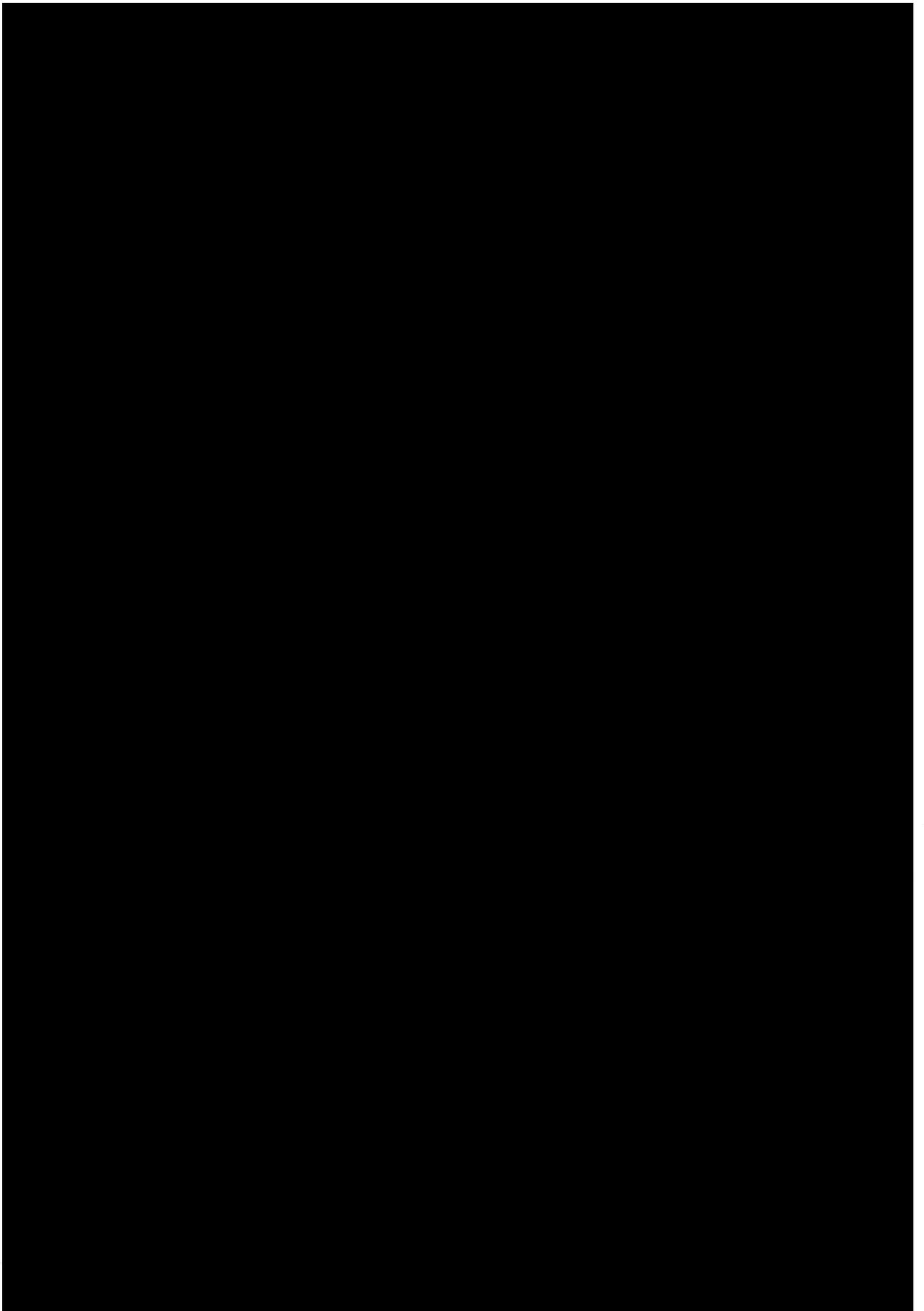


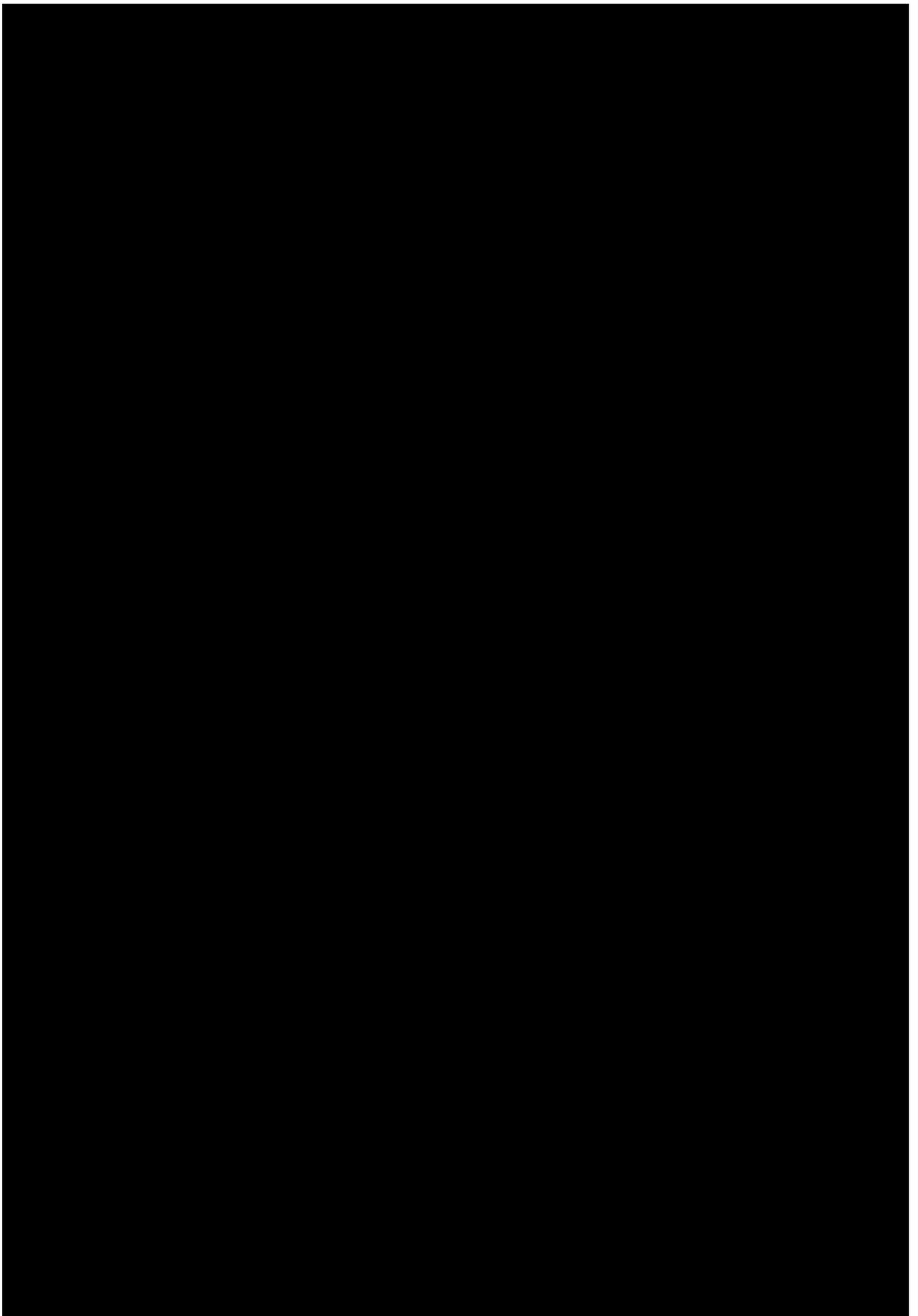


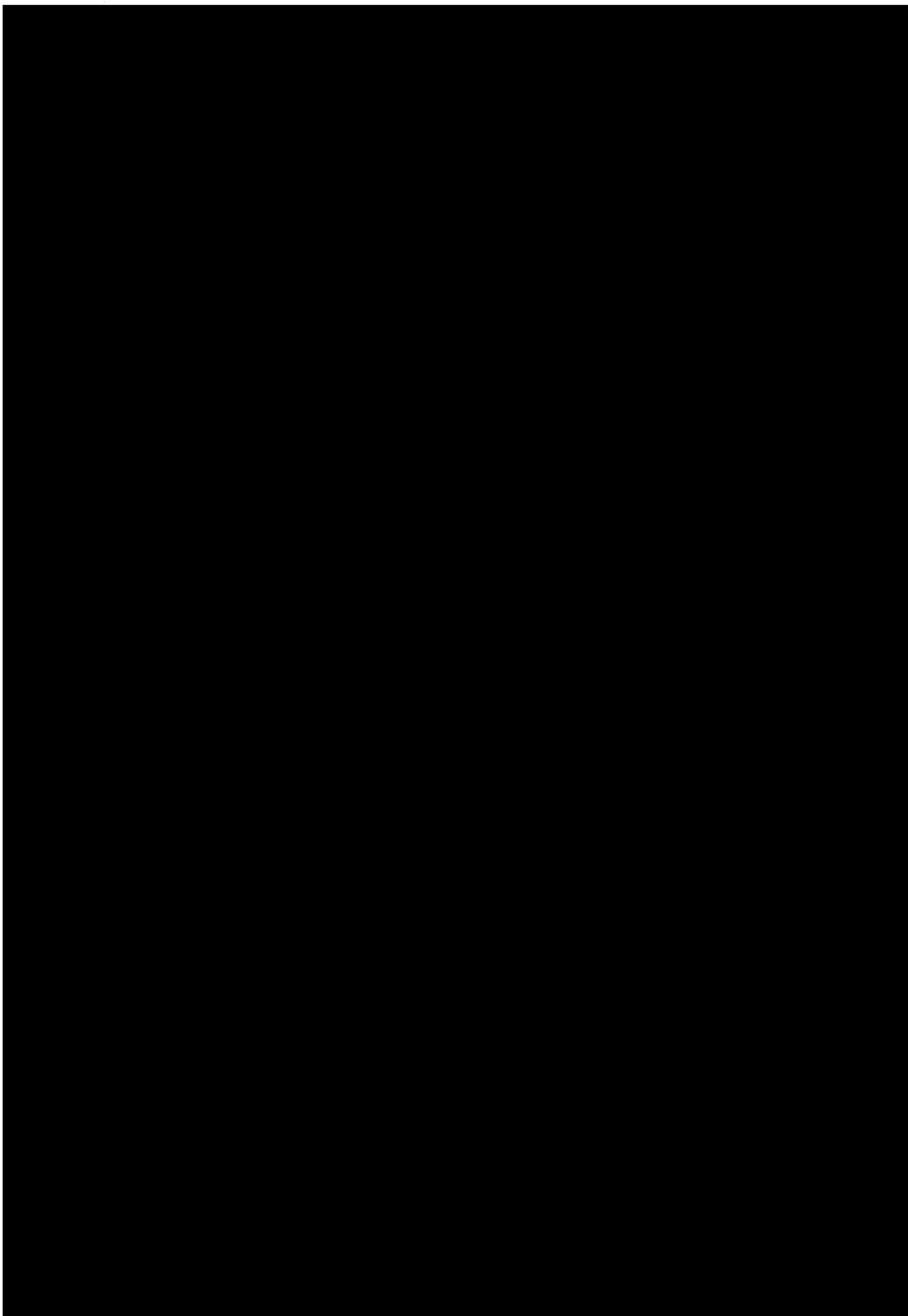


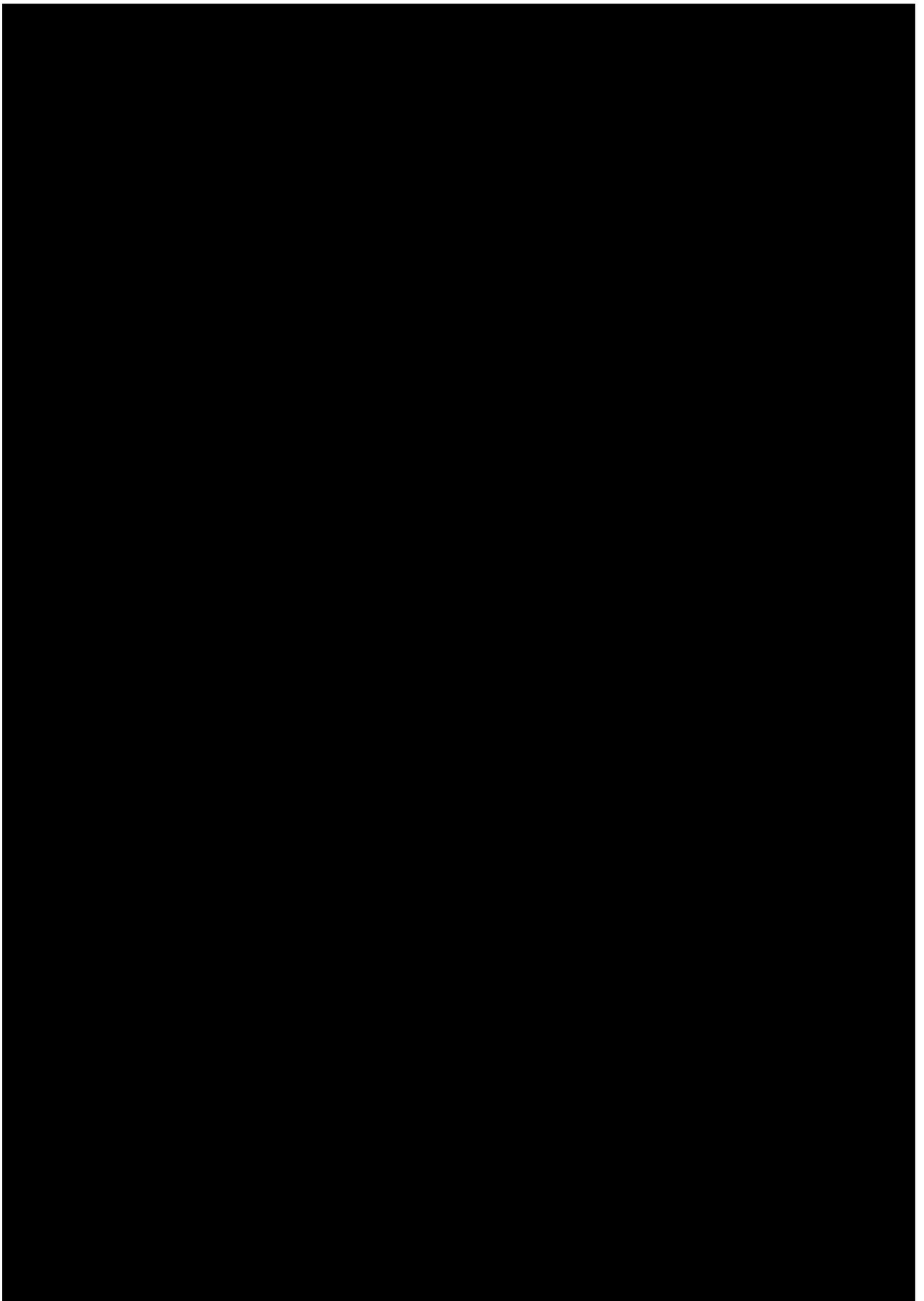










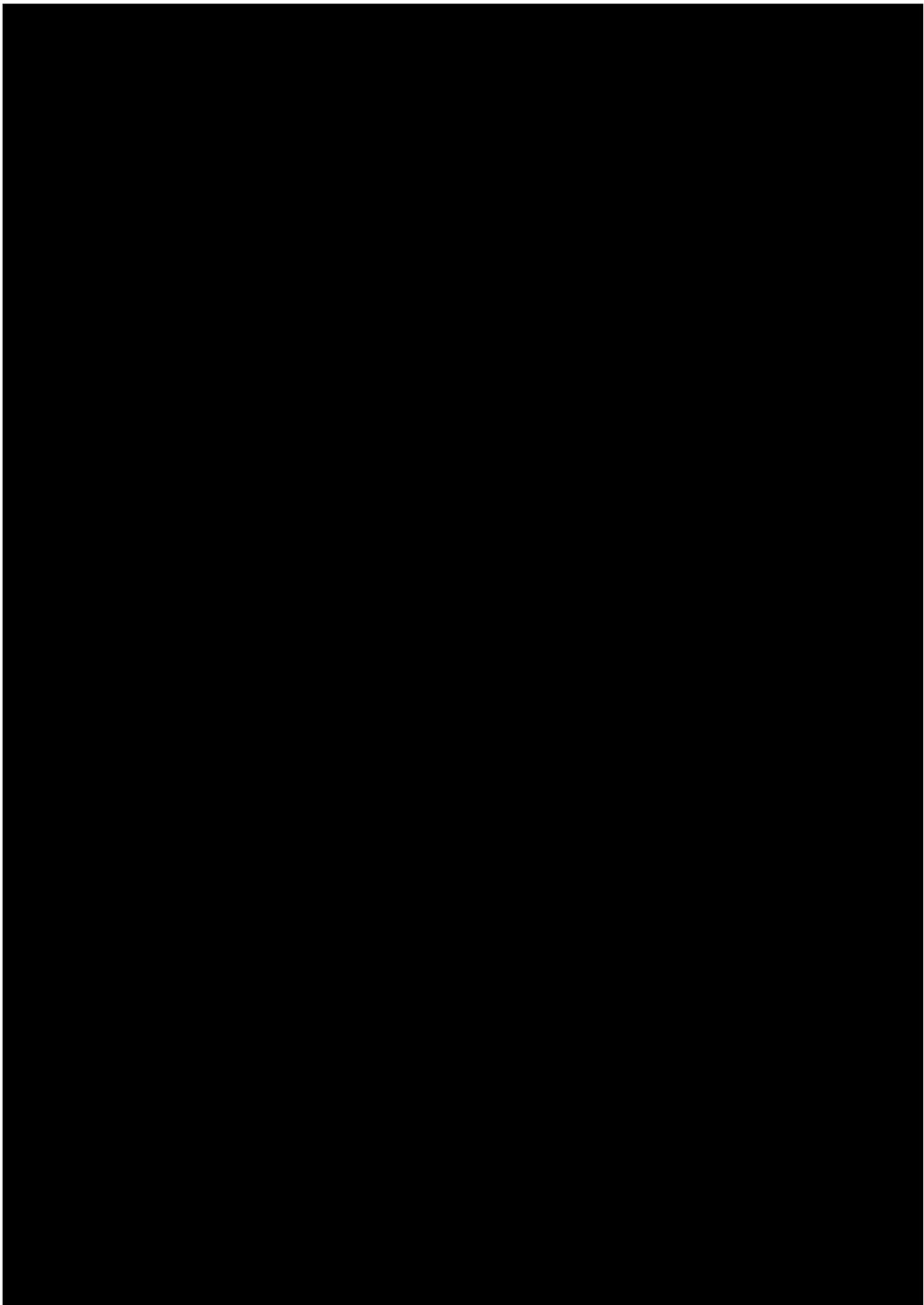


The first part of the document discusses the importance of maintaining accurate records in a business setting. It highlights how proper record-keeping can help in identifying trends, making informed decisions, and ensuring compliance with legal requirements. The text emphasizes that records should be organized, up-to-date, and easily accessible to all relevant personnel.

Next, the document addresses the challenges of data management in a rapidly changing digital landscape. It notes that as the volume of data increases, the risk of data loss or corruption also rises. Therefore, implementing robust backup and recovery strategies is crucial. The text also touches upon the importance of data security and privacy, especially in light of various regulations and consumer expectations.

The third section focuses on the role of technology in streamlining business operations. It discusses how cloud-based solutions and automation tools can reduce manual errors and improve efficiency. However, it also cautions against over-reliance on technology and stresses the need for regular training and updates to ensure that the workforce is equipped to handle new tools and software.

Finally, the document concludes by emphasizing the importance of a proactive approach to business management. It suggests that regular audits and reviews can help in identifying areas for improvement and preventing potential issues before they arise. The text encourages business owners to stay informed about industry trends and to be open to adopting new strategies and technologies as they become available.



7. This Undertaking is governed by the laws of the State of New South Wales.

SIGNED as a deed poll.

Signed sealed and delivered for and on behalf of [*insert name of Financial Institution*] by its Attorney under a Power of Attorney dated [*insert*], and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature of Attorney

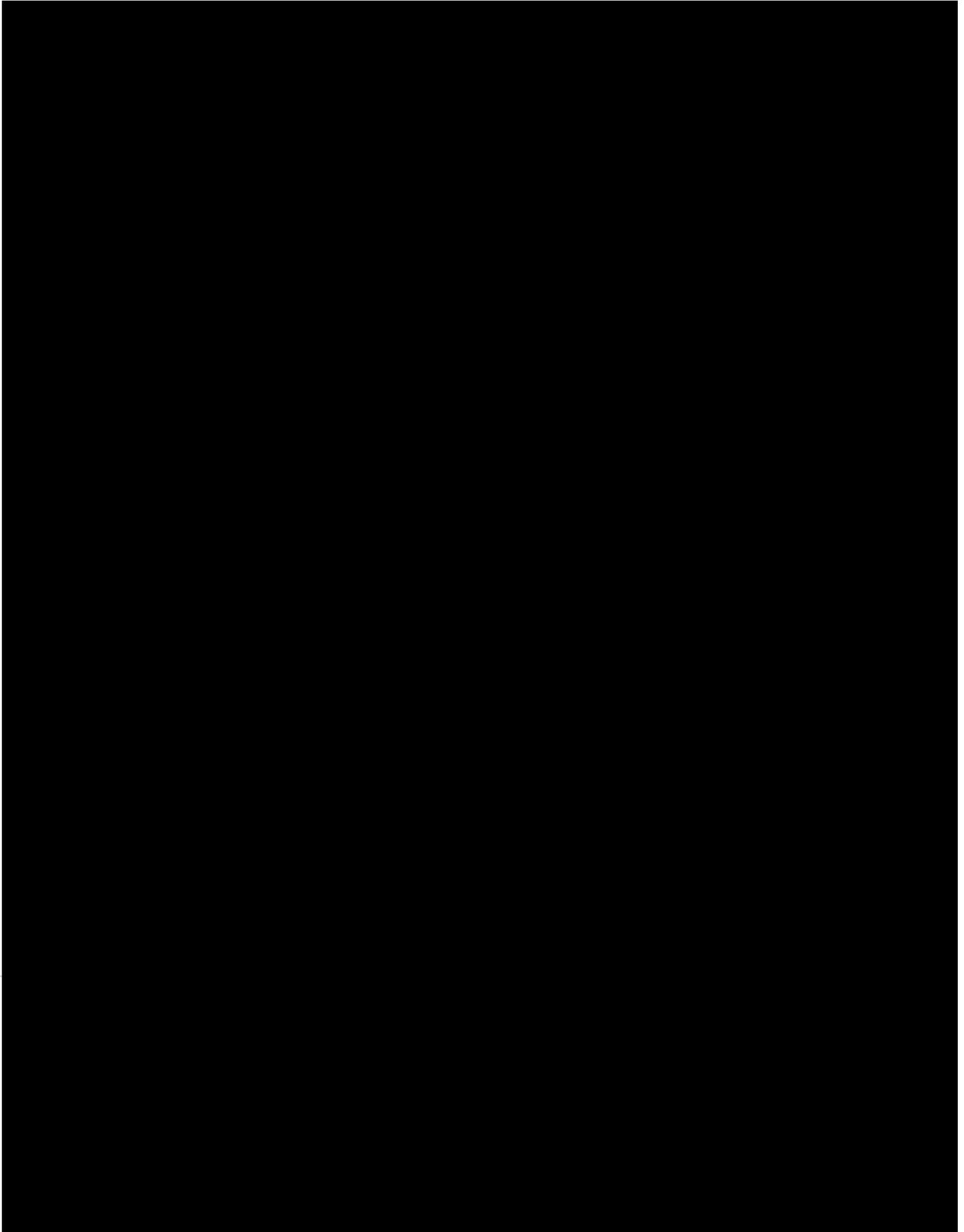
Signature of Witness

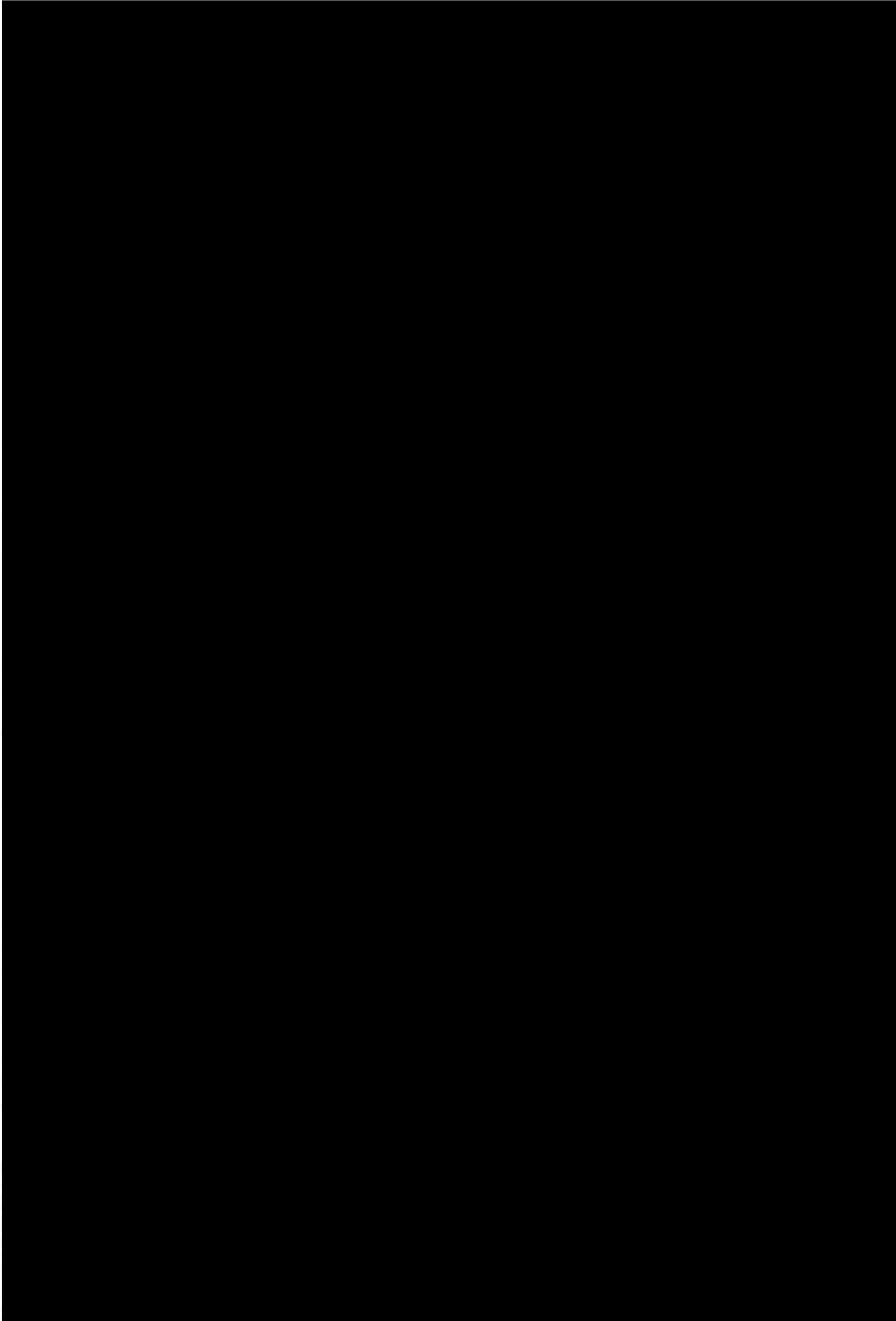
Name of Attorney in full

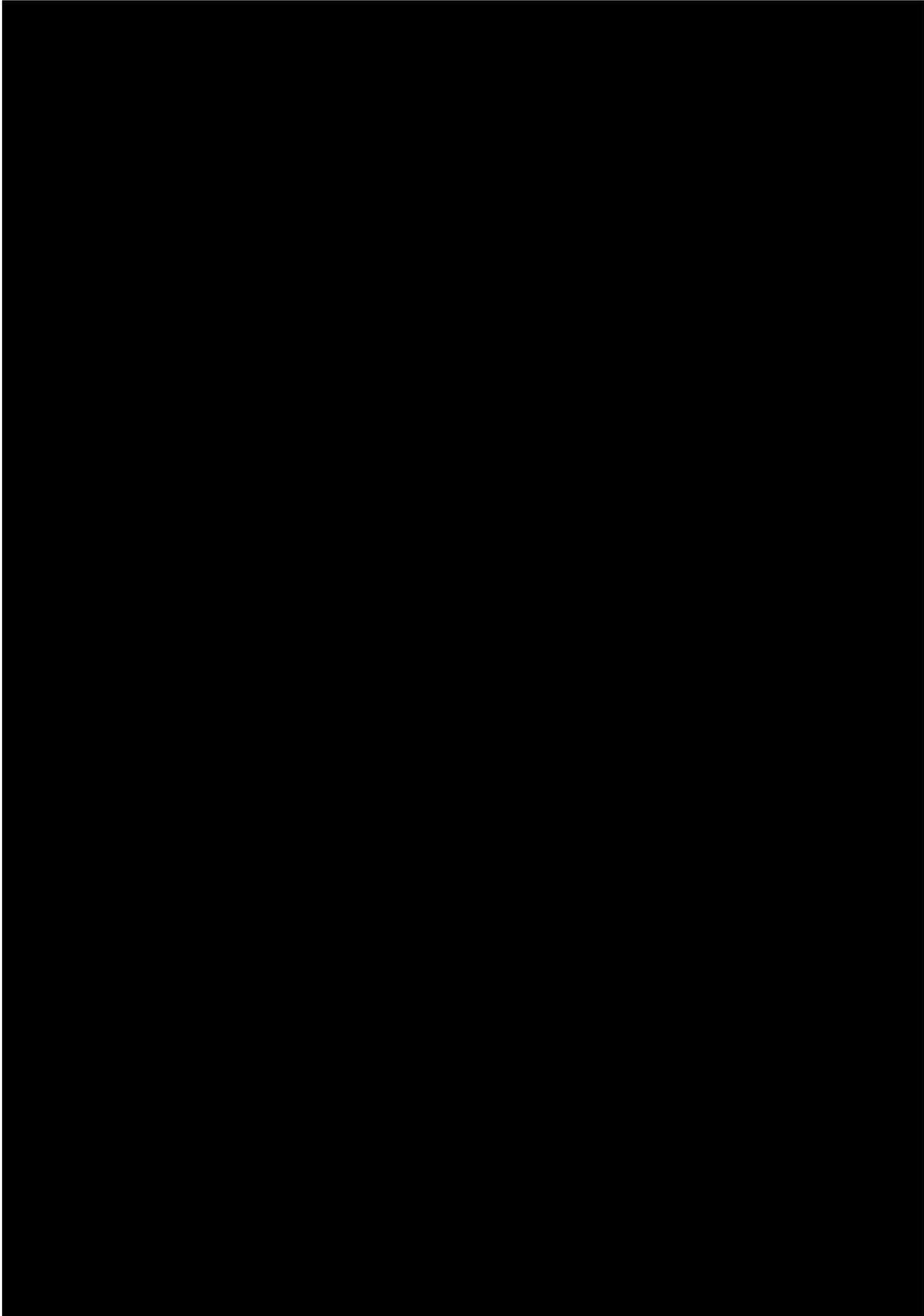
Name of Witness in full

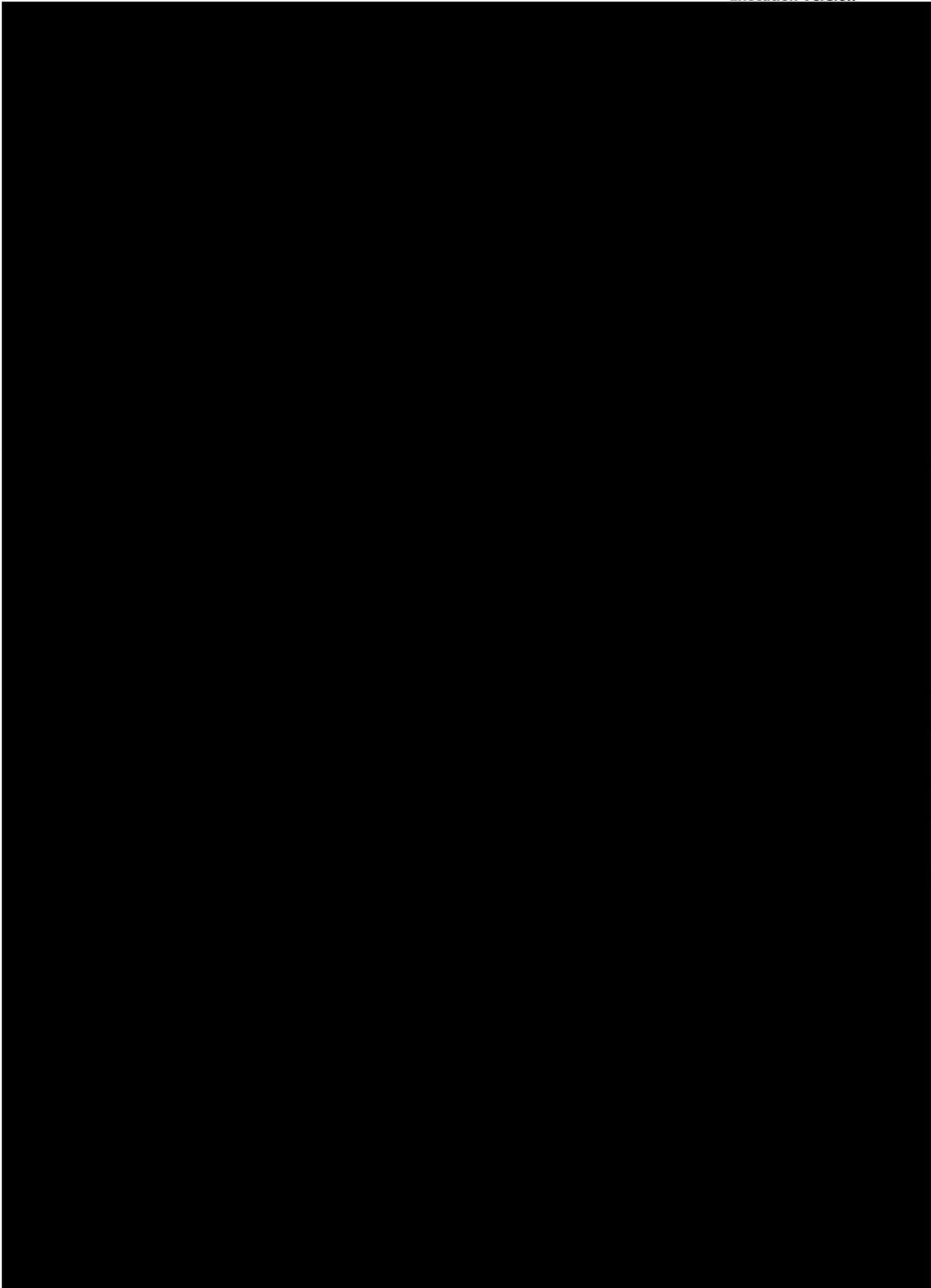
SCHEDULE E6. – FORM OF PARENT COMPANY GUARANTEE

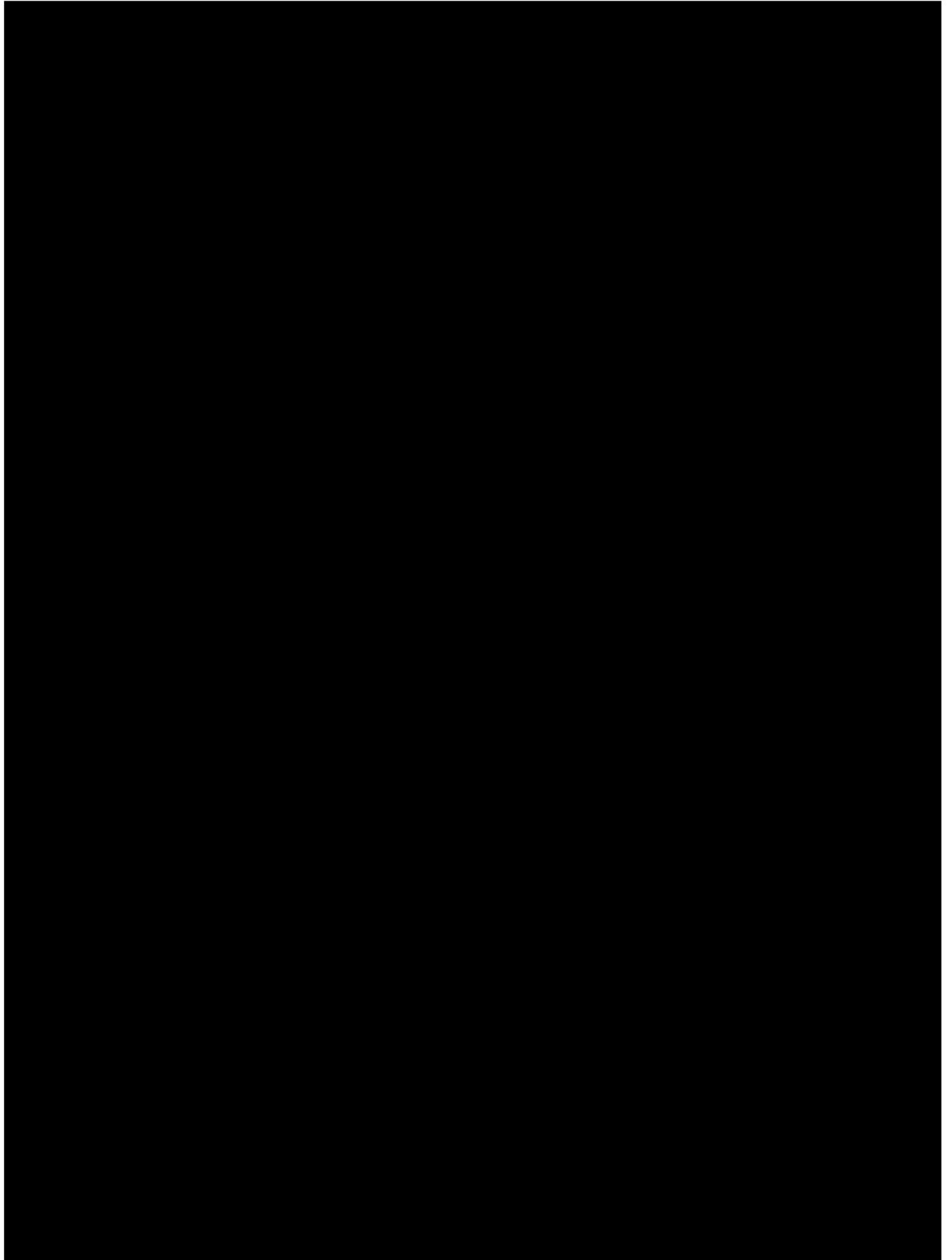
(Clause 3.4 and Schedule A2)

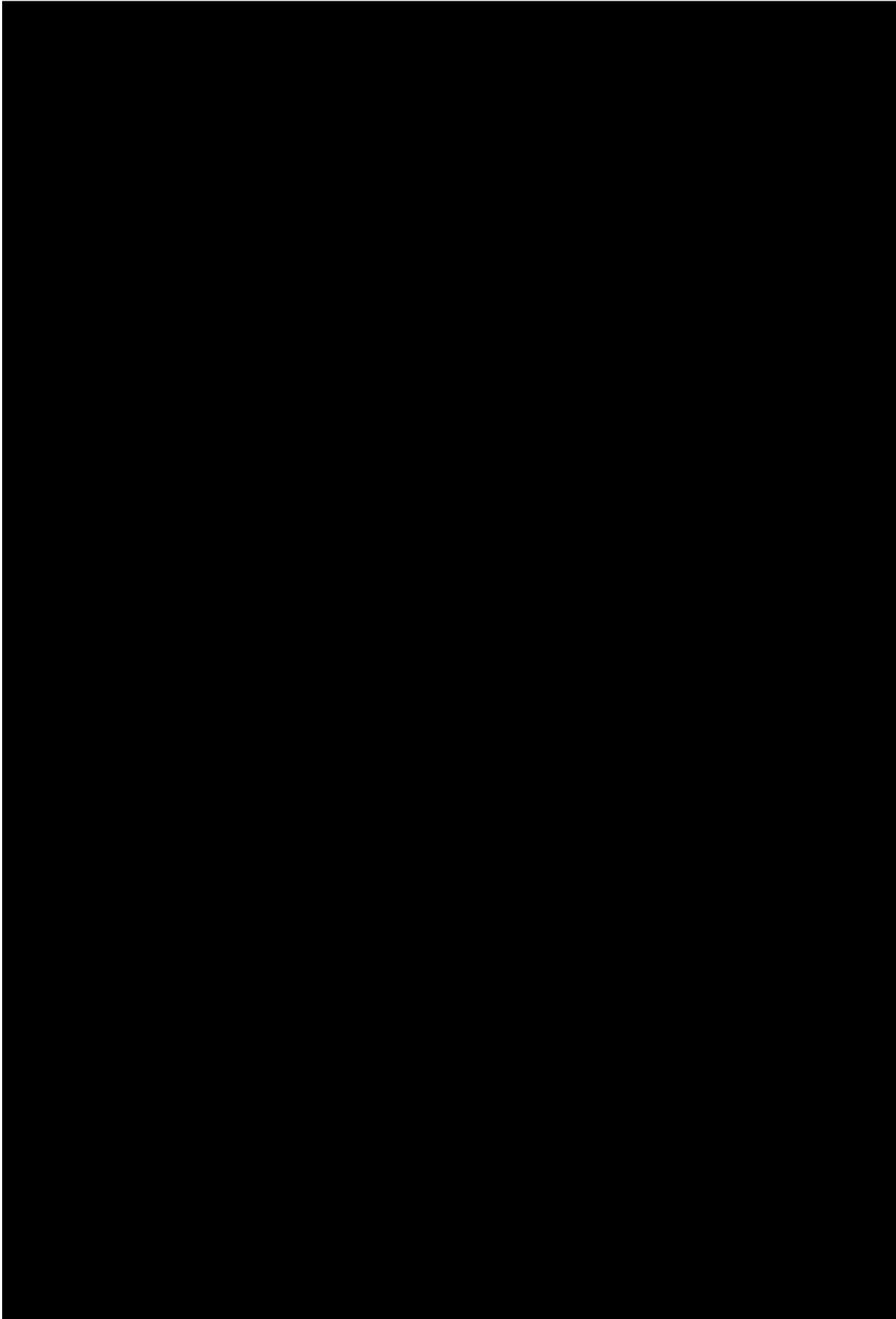




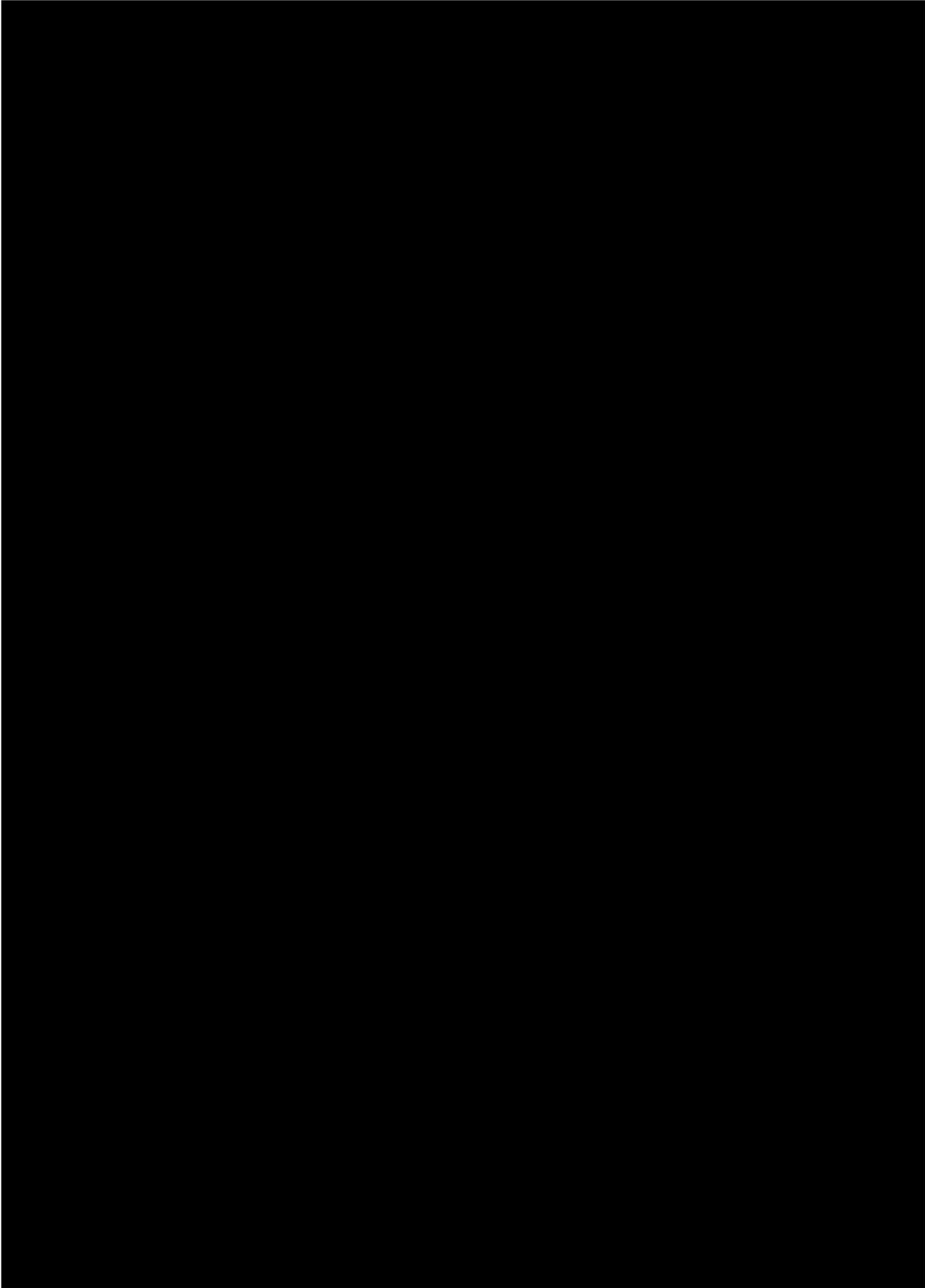


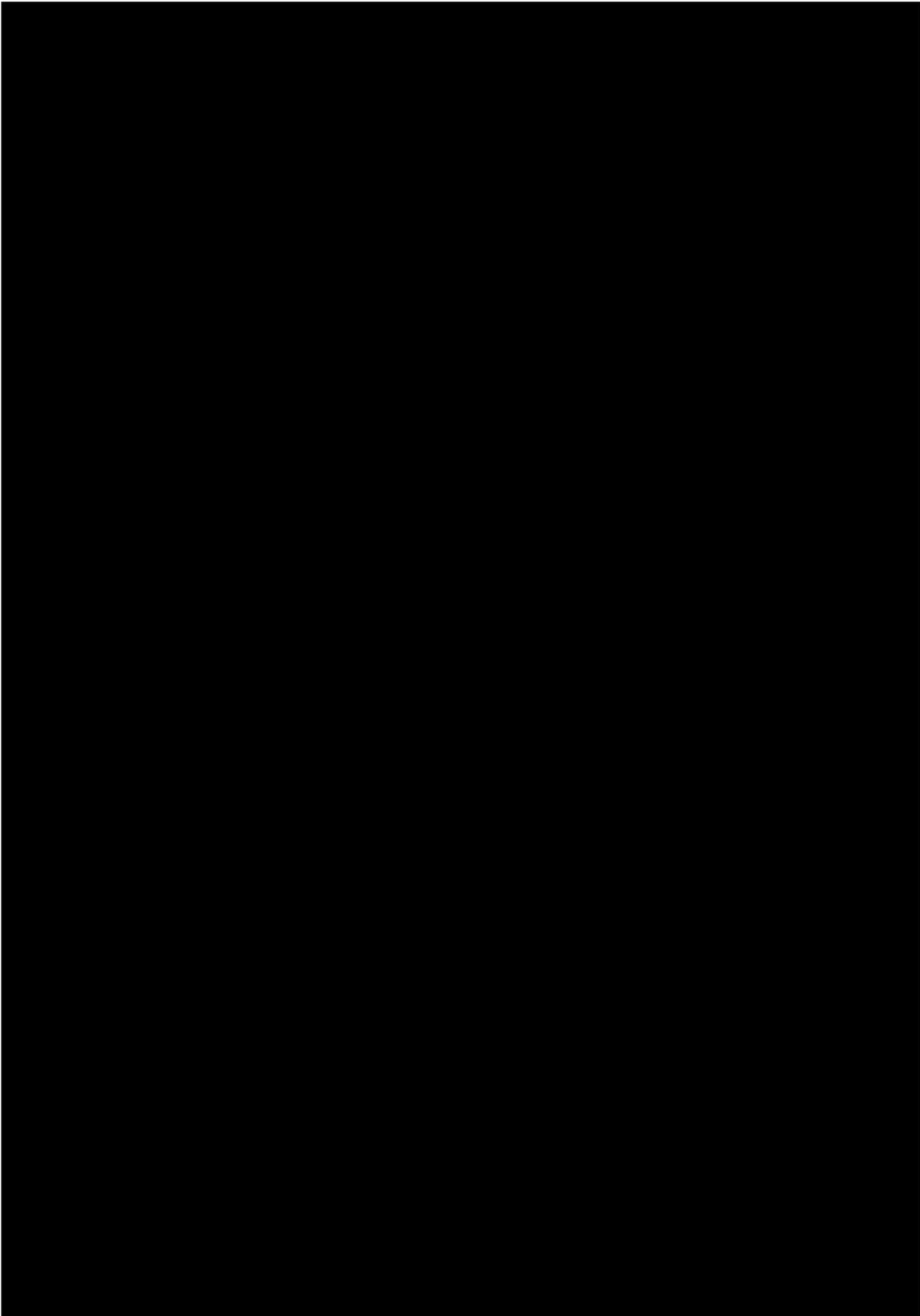


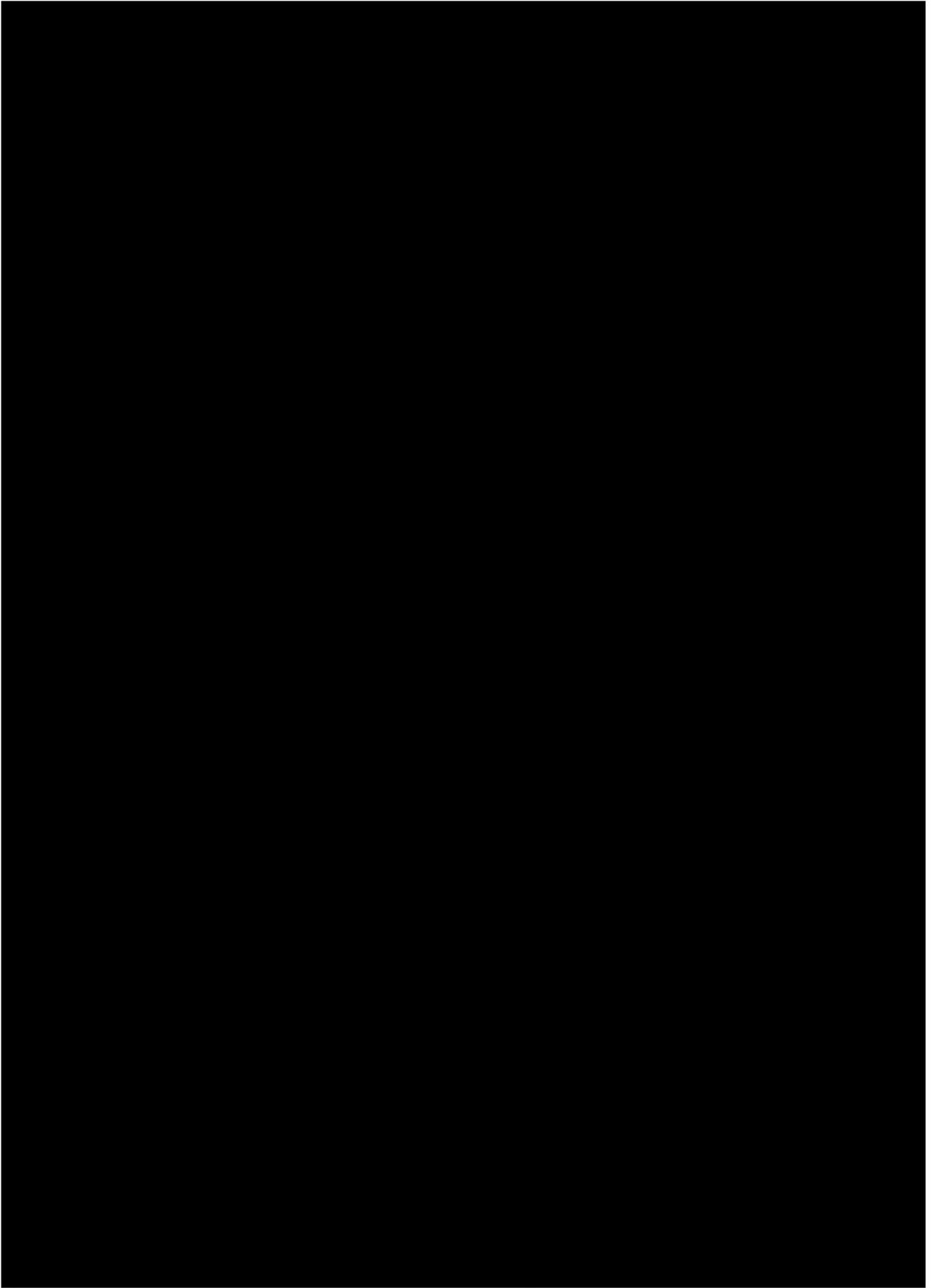


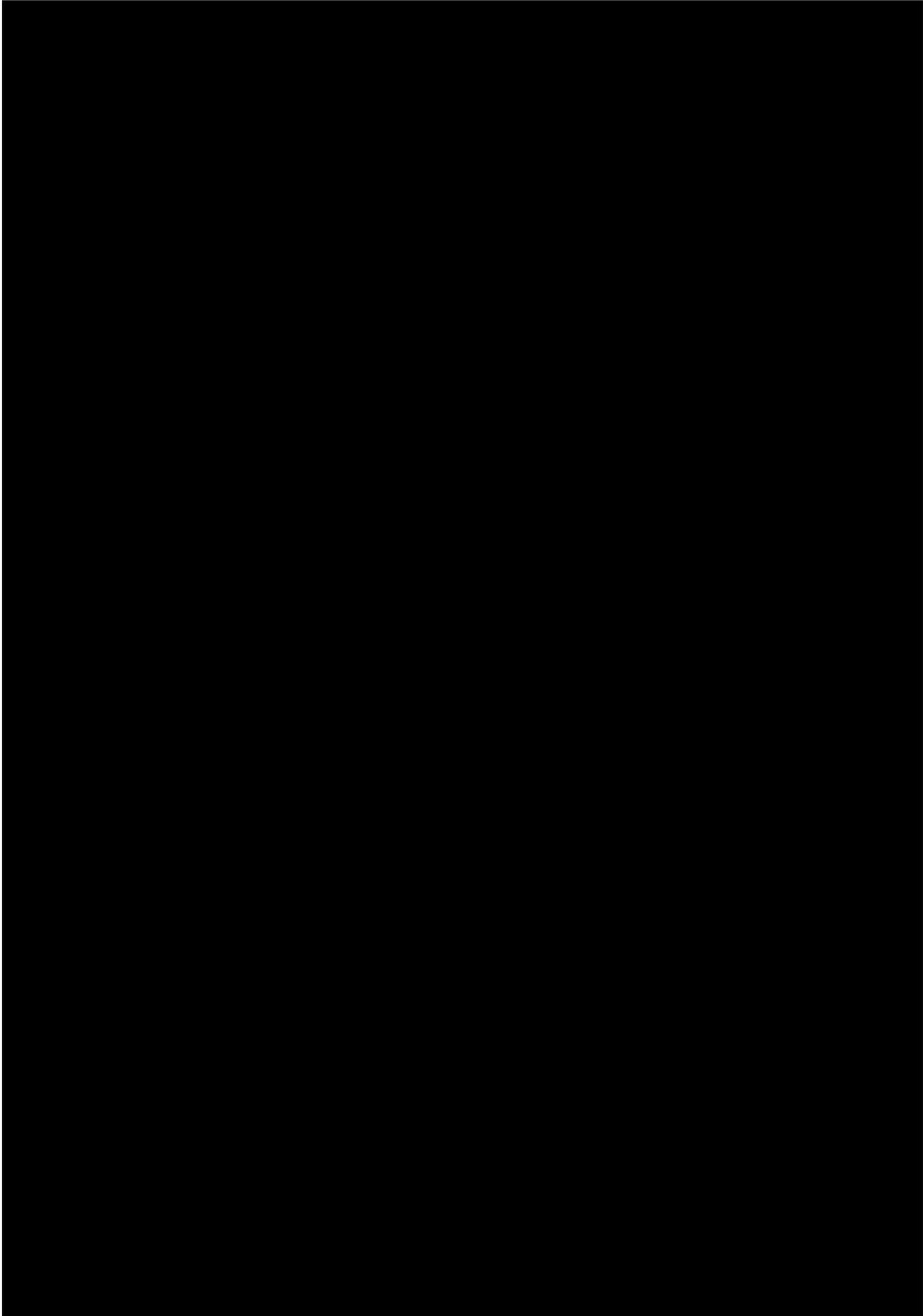






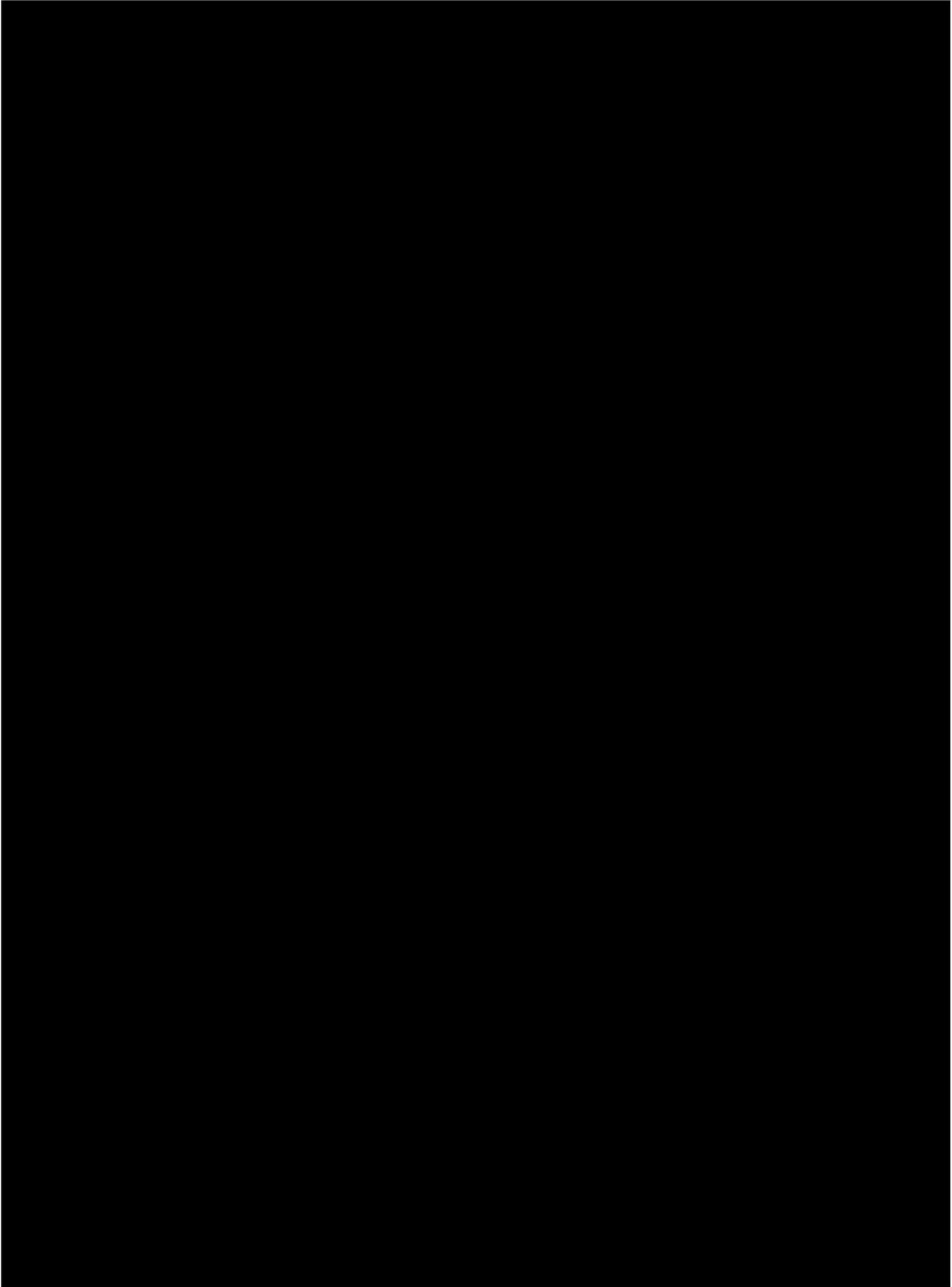


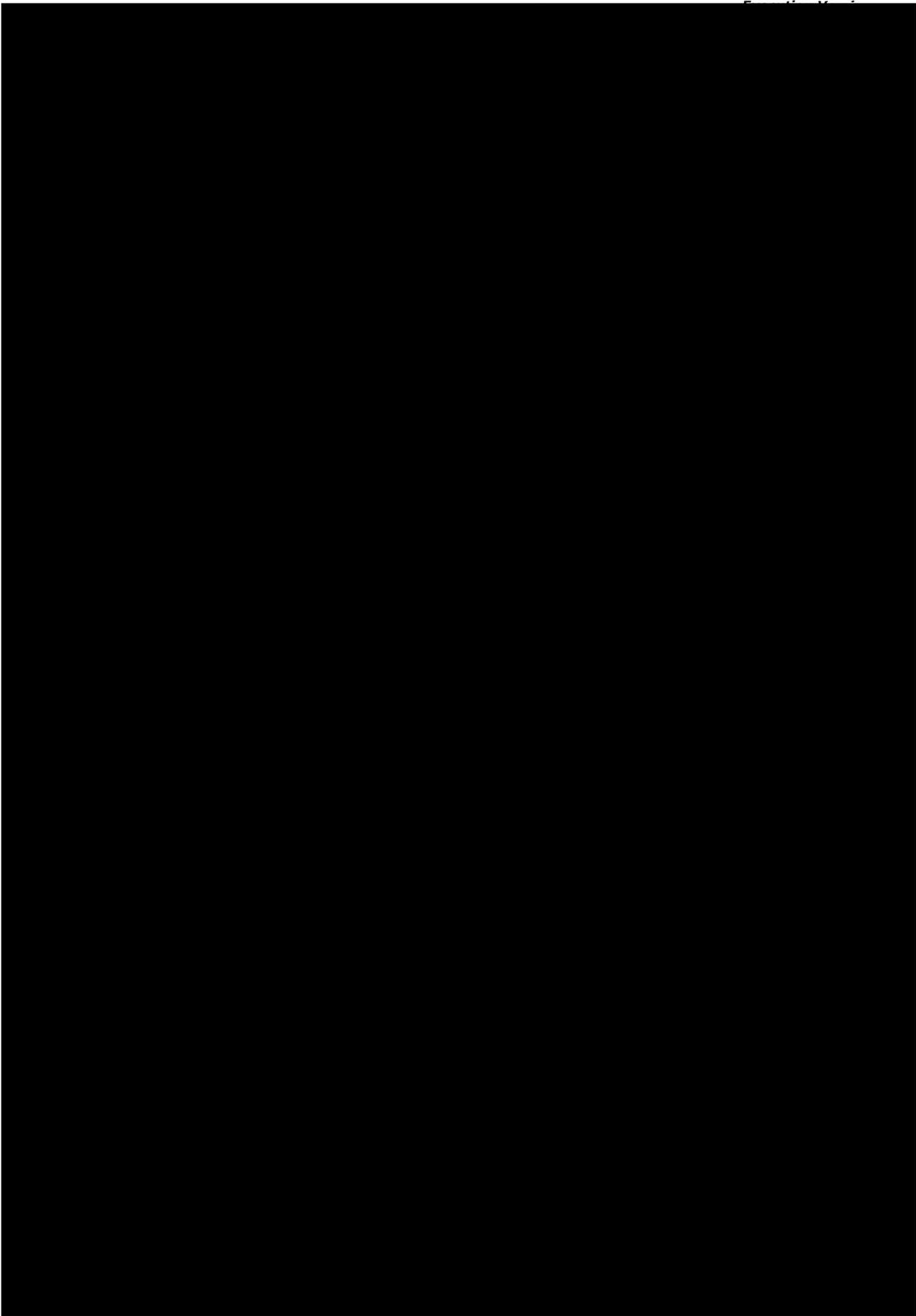


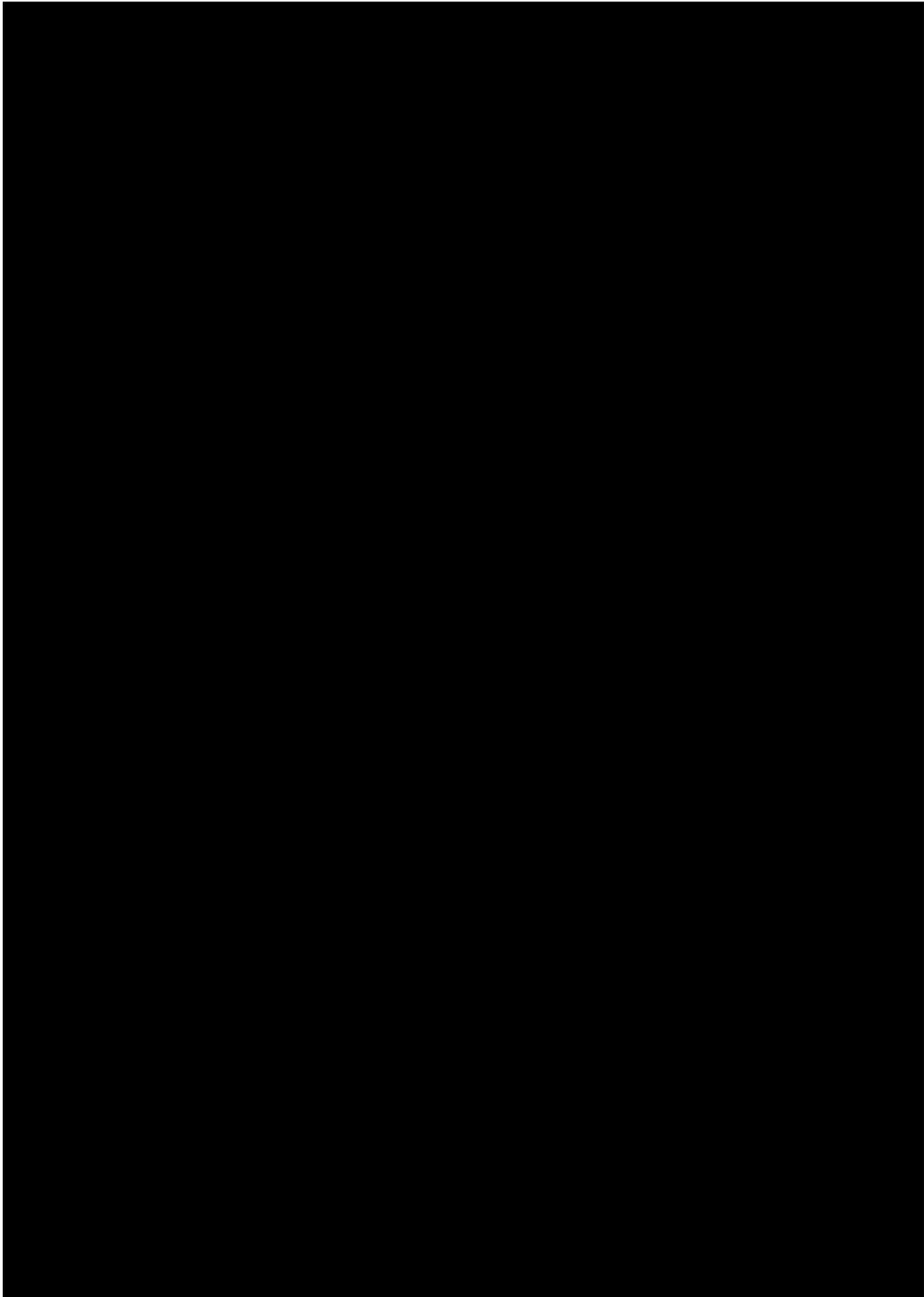


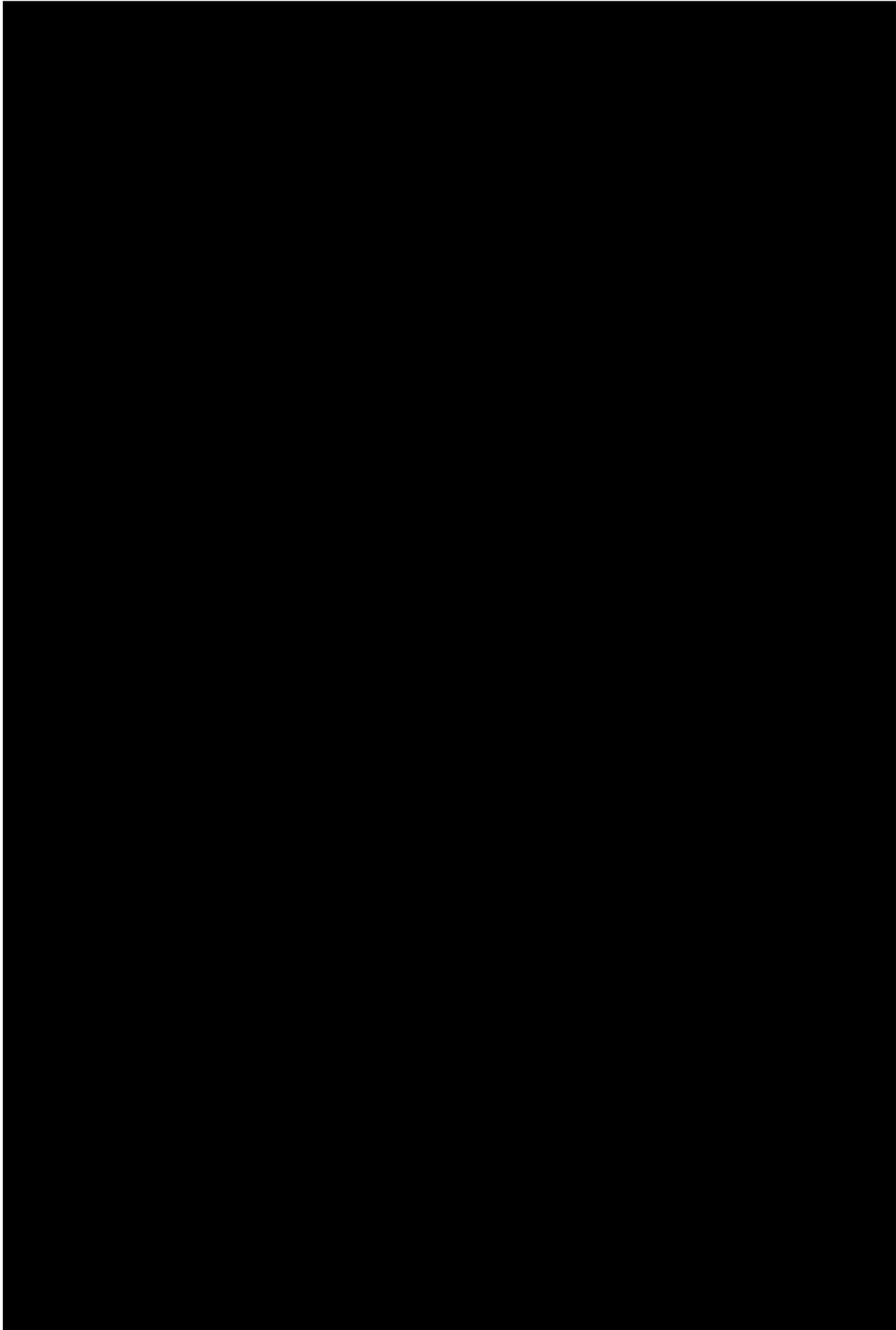
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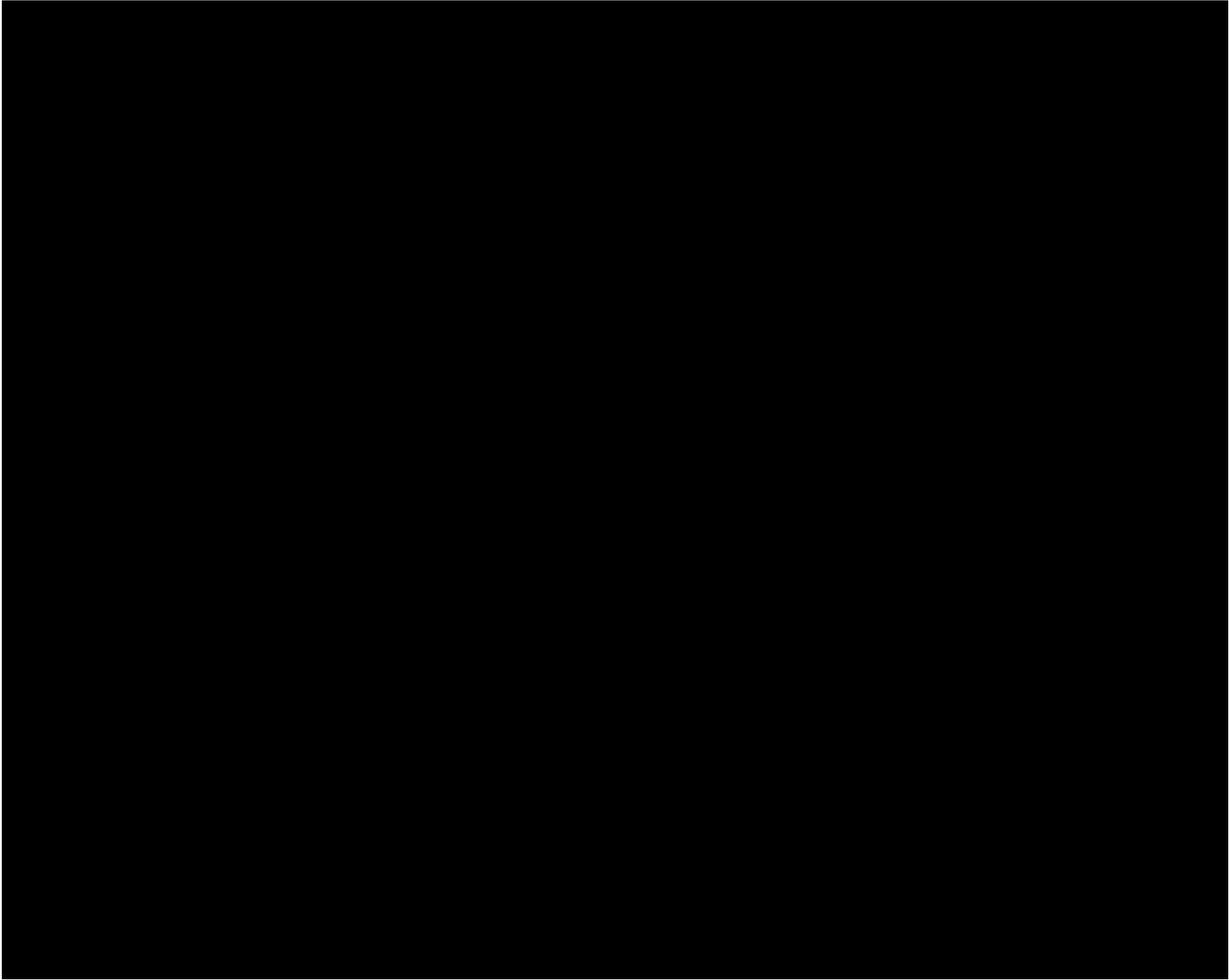
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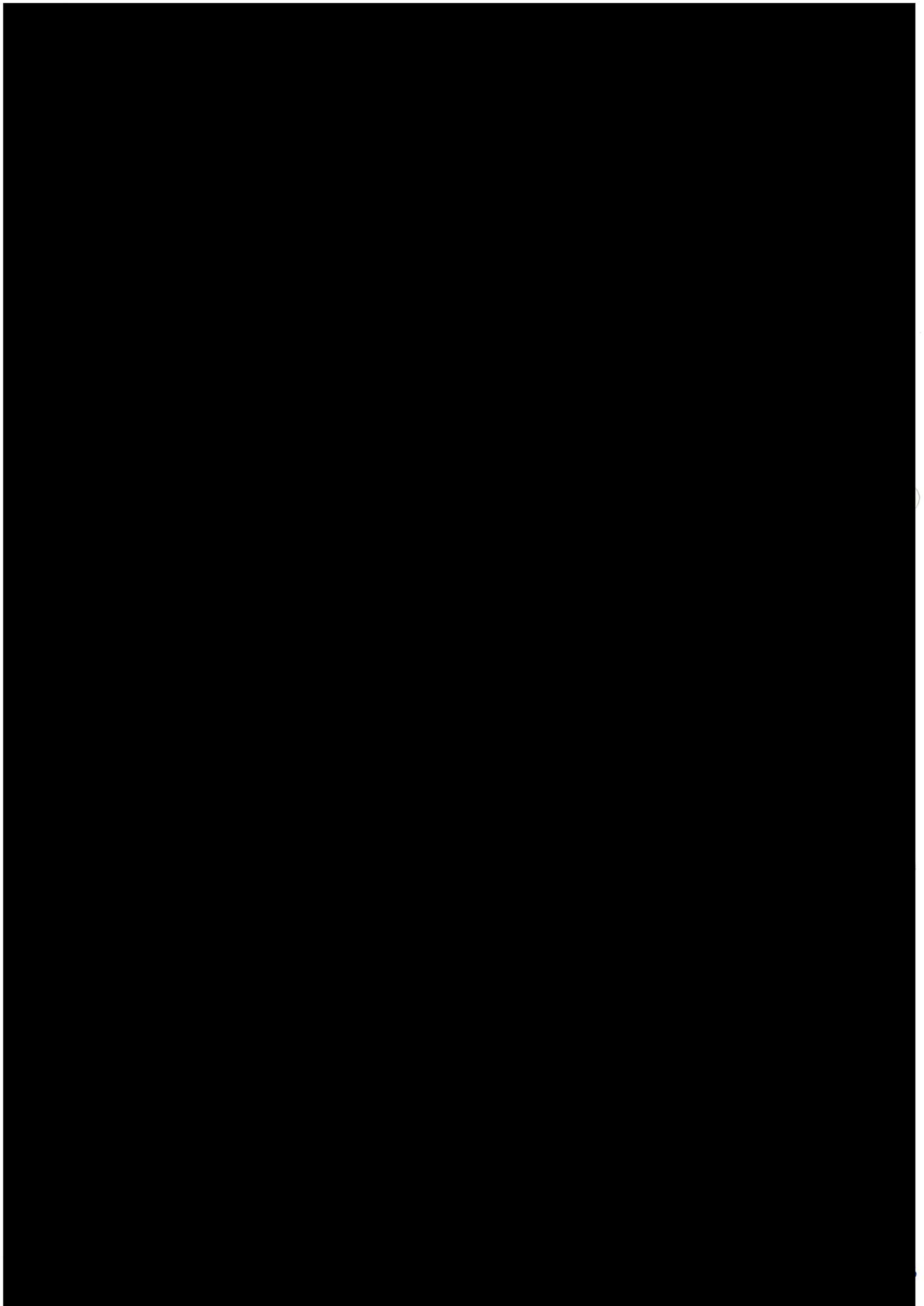






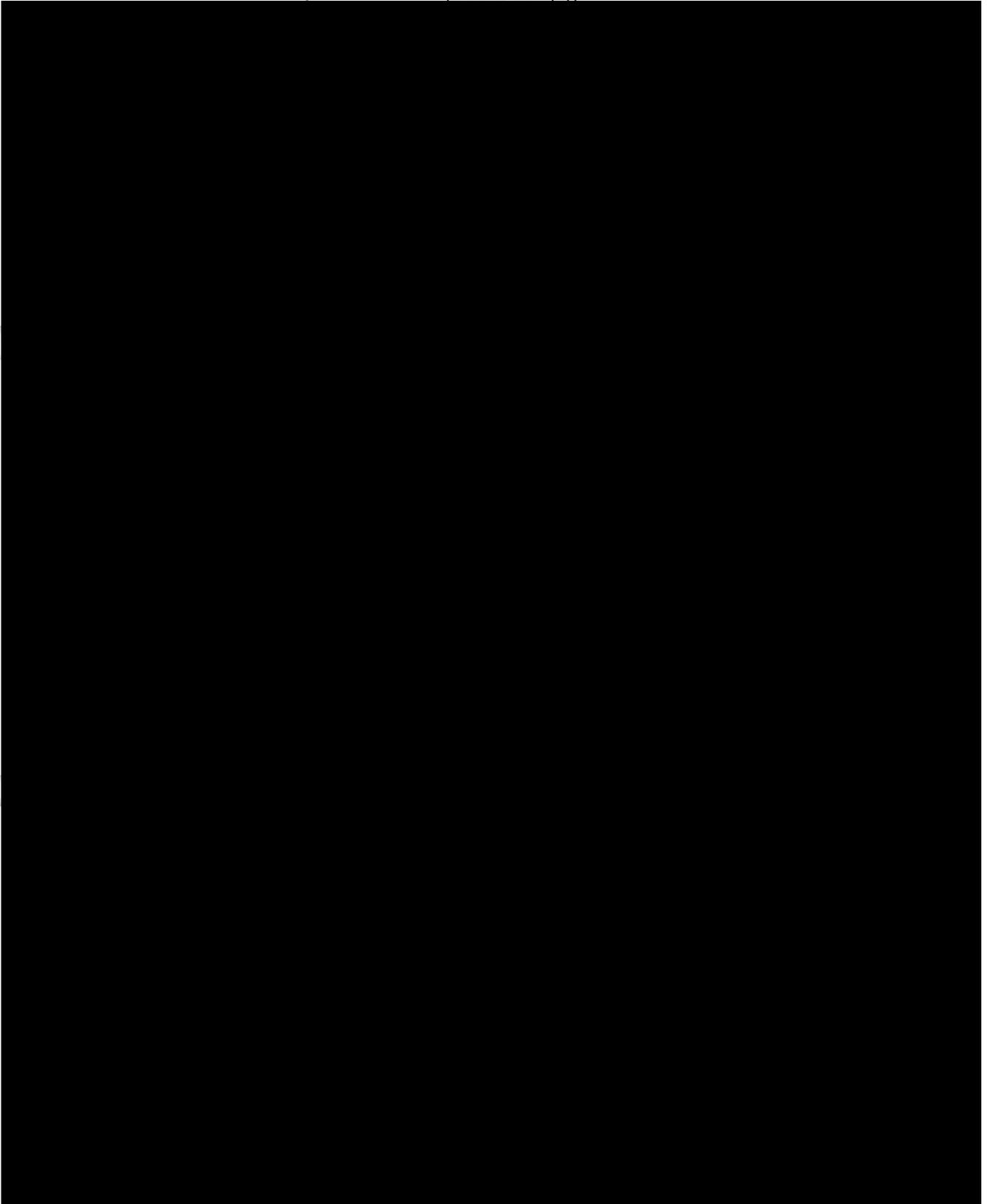






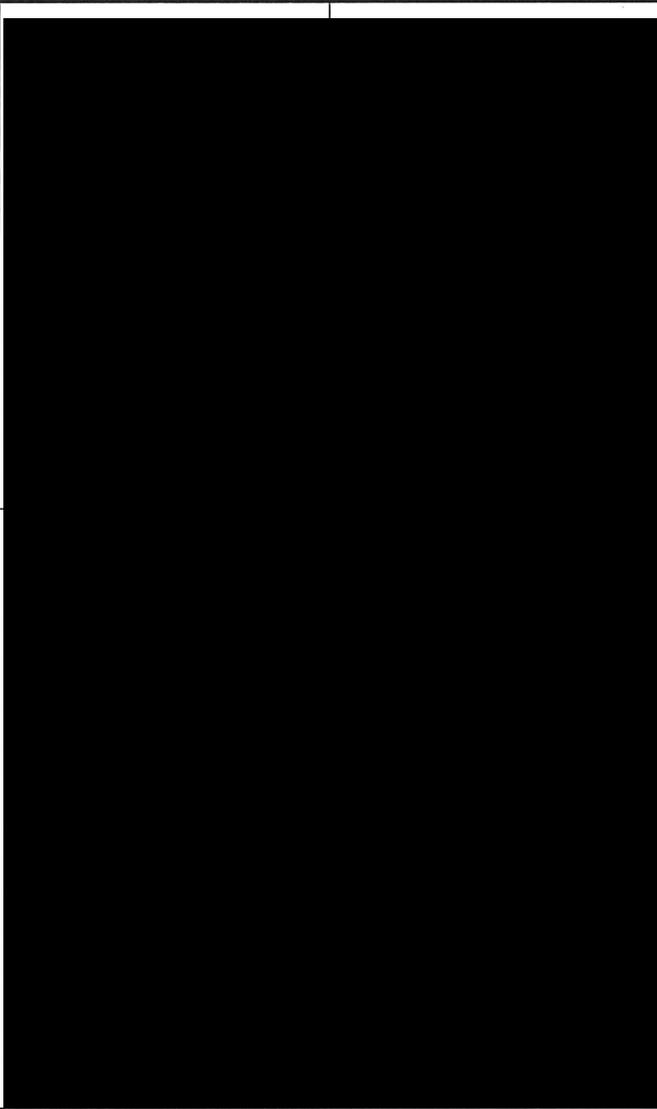
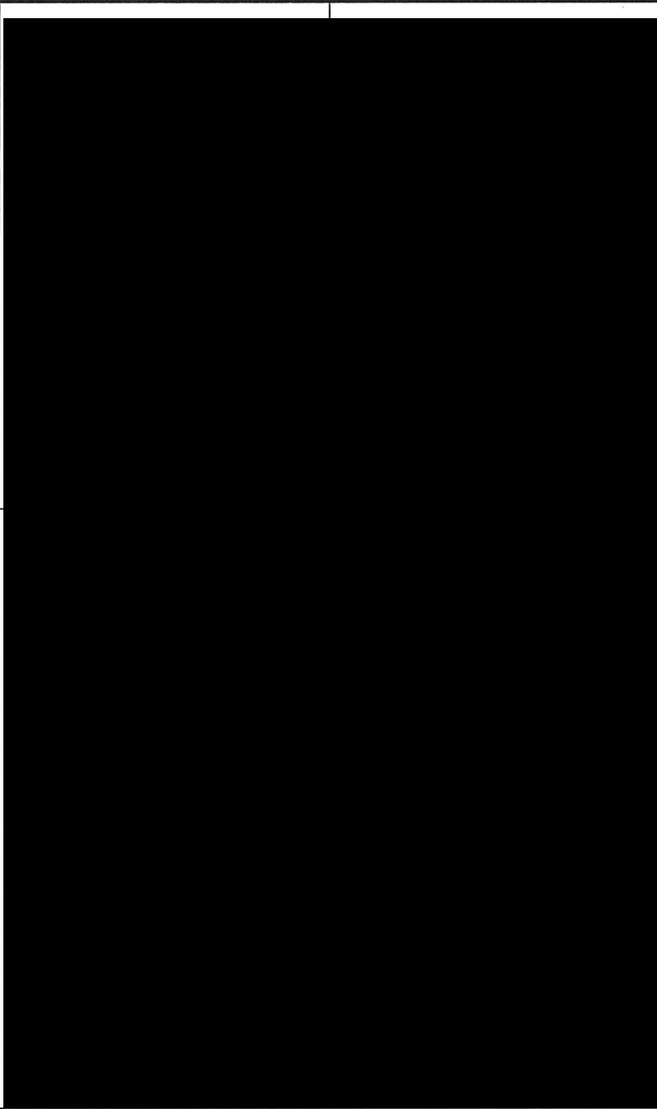
SCHEDULE E7. – DELAY COST CAPS

(Clause 21.9(c))



SCHEDULE E8. – PROVISIONAL SUM WORK

(Clause 28.10)

Description of Provisional Sum Work	Amount payable by the Principal to the PS Contractor for Provisional Sum Work	Amounts for which the Principal has no Liability to the PS Contractor (in addition to those specified in the deed)	Other applicable requirements
Public Art Supply Works			
Installation of the art supplied under the Public Art Supply Contract including storage and transportation			

Description of Provisional Sum Work	Amount payable by the Principal to the PS Contractor for Provisional Sum Work	Amounts for which the Principal has no Liability to the PS Contractor (in addition to those specified in the deed)	Other applicable requirements
Supply and installation of acoustic wall lining in accordance with Appendix B8 of the SWTC			
Post Completion Activities			Refer to clause 26.2 of the General Conditions.
Videography, filming and editing services			The PS Contractor must carry out videography, filming and editing services as directed by the Principal's Representative from time to time.

Description of Provisional Sum Work	Amount payable by the Principal to the PS Contractor for Provisional Sum Work	Amounts for which the Principal has no Liability to the PS Contractor (in addition to those specified in the deed)	Other applicable requirements
Provision of worksite protection personnel in accordance with the Sydney Metro Principal Contractor Health and Safety Standard SM PS-ST-221			

SCHEDULE E9. – NOT USED

SCHEDULE F1. – ELECTRONIC FILES

(Clause 1.9)

