



The University of Newcastle

and

Transfield Services (Australia) Pty Limited

MAINTENANCE AND FACILITIES SERVICES AGREEMENT

TABLE OF CONTENTS

1.	Objectives and Strategic Intent.....	8
1.1	Primary Objectives	8
1.2	Cooperation.....	9
1.3	Rights not affected	9
2.	Interpretation.....	9
2.1	Definitions	9
2.2	Rules for interpreting this document	24
2.3	Inconsistency and order of precedence	25
2.4	Contra proferentem	25
3.	Term.....	26
4.	Conditions Precedent	26
4.1	Conditions precedent to Commencement Date	26
5.	Provision of Services	27
5.1	Fundamental obligation	27
5.2	Mobilisation and Transition In Phase	27
5.3	Standards.....	28
6.	Improvement Initiatives	29
6.1	Improvement Initiatives	29
7.	Consumables and Plant and Equipment.....	30
7.1	Fundamental Obligations.....	30
7.2	Inventory Reporting	31
7.3	Ownership of Consumables and Plant and Equipment.....	31
7.4	Obligation to Rectify damage	31
7.5	Personal Property Securities Act	32
8.	Testing and Manufacturer's Warranties	32
8.1	Testing	32
8.2	Manufacturer's Warranties	33
9.	Plans.....	34
9.1	Development of Plans	34
9.2	Plans warranty	34
9.3	Updated Plans.....	34
9.4	Updates and Approval.....	35
9.5	Compliance with the Plans	35
10.	Performance Requirements	36
10.1	General Obligation	36
10.2	Performance Measurement.....	36
10.3	Stakeholder Surveys	37

10.4	Services to meet Key Performance Indicators	37
10.5	Asset Numbers and Types	38
10.6	Special Events	38
10.7	Corrective Action	39
10.8	Urgent Services.....	40
10.9	Approvals	41
10.10	Change in Law	41
10.11	Fire Safety Statement.....	43
10.12	Waste Disposal Services.....	43
11.	Repair works	43
12.	Records and Information.....	46
12.1	Contractor to retain records.....	46
12.2	Right to access and audit	46
12.3	Public Access to Government Information	47
12.4	Privacy	48
12.5	Re-tendering requirements.....	49
13.	Access for the Contractor	50
13.1	Access to Assets	50
13.2	No material interference with operations or Assets	51
14.	Work, Health and Safety	51
14.1	Contractor's Safety Management System	51
14.2	WH&S requirements.....	52
14.3	Directions by the Principal	52
14.4	Property damage.....	53
15.	Contractor's Quality Management System	54
16.	Pollution and the Environment	54
16.1	No warranty or representation	54
16.2	Environmental requirements.....	54
16.3	Directions by the Principal	55
16.4	Contractor's Environment Management System.....	56
17.	Suspension of services	56
17.1	Principal's Suspension	56
17.2	Contractor's Costs and KPIs	57
18.	Principal's Obligations	58
18.1	Principal's Obligations	58
18.2	Material Storage.....	58
19.	Contract Management	59
19.1	Contractor's Representative and Principal's Representative.....	59

19.2	Progress Meetings	60
19.3	Agreement Administration Meetings	62
19.4	Strategic Management Meeting	65
19.5	Contact details	66
19.6	General reporting	66
20.	Contractor's Personnel	66
20.1	Principal not responsible for the Contractor's Personnel.....	66
20.2	Key Contractor Positions	67
20.3	New Key Personnel positions	67
20.4	Standards of the Contractor Personnel.....	67
20.5	Replacement at the Principal's request	67
20.6	Amendments to the Organisation Chart or Contractor's Personnel.....	68
20.7	Alcohol and Drugs	68
20.8	Barring of Personnel.....	69
21.	Subcontractors	69
22.	Local Industry Participation.....	70
23.	Ad Hoc Services	71
23.1	Request for or Direction to perform Ad Hoc Services	71
23.2	Preparation of Ad Hoc Services Response.....	71
23.3	Performance of Ad Hoc Services.....	72
23.4	Directing Routine Ad Hoc Services.....	72
24.	Services Variations.....	74
24.1	Requesting a Services Variation.....	74
24.2	Preparation of a Variation Proposal	74
24.3	Response to a Variation Proposal	76
24.4	Effect of Services Variation on performance.....	76
24.5	Effect of Services Variations on payment amounts.....	77
24.6	Omission of Mobilisation and Transition In Services or Services	78
25.	construction and asset replacement and Minor works.....	78
25.1	General Construction Works	78
25.2	Quotation Construction Works.....	79
25.3	Asset Replacement and Minor Works.....	80
26.	Suspension by Subcontractor pursuant to Security of Payment Legislation.....	81
27.	Charges and Payments	82
27.1	Payment Obligation	82
27.2	Mobilisation and Transition In Services Fee	82
27.3	Ad Hoc Services, Asset Replacement and Minor Works, Waste Disposal Services Fees, Scheduled Payment Amounts and Rectification Costs	83

27.4	Effect of Payment.....	85
27.5	Tax Invoices.....	85
27.6	Payment of Subcontractors	85
27.7	Principal's Right to Withhold Money Generally	85
27.8	Indexation	86
27.9	Final Tax Invoice	86
27.10	Trade and Volume Discounts	87
28.	KPI and Performance Adjustments	87
28.1	No claim as to enforceability.....	87
28.2	Limit of Exposure	87
28.3	No increases	88
28.4	No Adjustment.....	88
28.5	Review	88
29.	Expenses, Taxes, Stamp Duties and Interest	89
29.1	Expenses	89
29.2	Stamp Duties.....	89
29.3	GST	89
30.	Intellectual Property Rights	90
30.1	Ownership of Intellectual Property Rights.....	90
30.2	Licence to the Principal	90
30.3	Licence to the Contractor	91
31.	Confidentiality & Publicity.....	91
31.1	General Restriction.....	91
31.2	Publicity.....	91
31.3	Exceptions	92
31.4	Actions on termination, expiry or the Principal's request.....	93
31.5	Right to injunctive relief	93
32.	Representations and Warranties	93
32.1	Representations and Warranties by the Contractor	93
32.2	Conflict of interest and fair dealing	94
32.3	Probity warranties	94
33.	Contractor's Indemnity	95
33.1	Indemnity	95
33.2	Excluded Loss.....	96
33.3	Principal's acts or omissions.....	96
33.4	Other beneficiaries	96
33.5	Proportionate liability	97
33.6	Limitation of Liability	97
33.7	No Circularity.....	97

34.	Contractor's Unconditional Undertaking and Parent Company Guarantee.....	99
34.1	Unconditional Undertaking	99
34.2	Parent Company Guarantee.....	101
35.	Insurance.....	101
35.1	Obligation to insure	101
35.2	Insurance of Construction Works.....	102
35.3	General requirements.....	102
35.4	Information	103
35.5	Remedy of Default.....	104
35.6	Enforcement.....	104
35.7	Notice of Potential Claims	105
36.	Termination	105
36.1	Preservation of Other Rights	105
36.2	No limitation	105
36.3	Termination for inadequate performance.....	105
36.4	Termination for convenience	106
36.5	Termination by the Principal for default	106
36.6	Termination by the Contractor for default	107
36.7	Impact of Dispute Resolution Procedures.....	108
36.8	Right to Damages	108
36.9	Survival	108
37.	Handover	108
37.1	Development and update of Handover Services Plan.....	108
37.2	Handover Period	109
37.3	Handover	109
37.4	No frustration of Handover	109
38.	Dispute Resolution	109
38.1	Disputes	109
38.2	Referral to Progress Meeting or Agreement Administration Meeting	110
38.3	Senior Executives Meeting	110
38.4	Mediation	110
38.5	Expert Determination.....	110
38.6	Summary Relief.....	111
38.7	Continuance of performance	112
39.	Step In	112
39.1	The Principal's Step In Rights.....	112
39.2	Actions following exercise of Step In Rights	112
39.3	Conclusion of Step In	113
39.4	Not Liable.....	114
39.5	Other Rights.....	114

39.6	Training	114
40.	Force Majeure	115
40.1	Force Majeure Notice	115
40.2	Duty to remedy Force Majeure	115
40.3	Cessation of event of Force Majeure	115
40.4	Extended Force Majeure	115
41.	Assignment and Change in Control	116
41.1	Assignment	116
41.2	Change in Control	116
42.	Corruption Prevention	117
42.1	Corruption Prevention	117
43.	Other Acknowledgements	117
43.1	Other Acknowledgements	117
43.2	Access to Information	118
43.3	Supply of Documents by the Principal	118
44.	Miscellaneous	119
44.1	Notices	119
44.2	Amendment	120
44.3	Entire Agreement	120
44.4	No Partnership, Joint Venture or Other Fiduciary Relationship	120
44.5	Waiver	120
44.6	No effect	120
44.7	Further Assurance	120
44.8	Interfaces	121
44.9	Severability of Provisions	121
44.10	Counterparts	121
44.11	Set-Off	121
44.12	Approvals not to affect Contractor's Obligations	121
44.13	Expenses	121
44.14	Governing Law	122

Schedules

Schedule 1	Scope of Services
Schedule 2	Assets
Schedule 3	Key Performance Indicators
Schedule 4	Payments, Rates and Fees
Schedule 5	Ad Hoc Services Rates
Schedule 6	Key Personnel Positions
Schedule 7	Key Subcontractors
Schedule 8	Plan Requirements and Timetable for Finalisation and Review
Schedule 9	Manufacturer's Warranty
Schedule 10	Mobilisation and Transition In Plan
Schedule 11	Mobilisation and Transition In Milestones

Schedule 12	Organisation Chart
Schedule 13	Form of Parent Company Guarantee
Schedule 14	Performance Measurement Rules
Schedule 15	Special Events
Schedule 16	Initial Plans
Schedule 17	Initiative Proposal Requirements
Schedule 18	Approved Form of Unconditional Undertaking
Schedule 19	Pro Forma Tax Invoice
Schedule 20	Statutory Declaration
Schedule 21	Clauses Specific to Construction Works
Schedule 22	Indexation Formulae
Schedule 23	Local Industry Participation
Schedule 24	Maximum Rectification Times
Schedule 25	Prescribed Equipment
Schedule 26	Survey Principles and Report Content

Date	June 2015
Parties	
1	The University of Newcastle (ABN 15 736 576 735) of University Drive, Callaghan NSW 2308 (Principal)
2	Transfield Services (Australia) Pty Limited (ABN 11 093 114 553) of Level 10, 111 Pacific Highway, North Sydney NSW 2060 (the Contractor)
Recitals	
A	The Principal operates three main university campuses in Australia (Callaghan, Newcastle City and Ourimbah) as well as a host of smaller (Sydney, Taree and Tamworth) and regional facilities.
B	The Principal requires some or all of the Services to be provided at some or all of the Assets.
C	The Contractor has agreed to provide the Services to the Principal at the relevant Assets on the terms set out in this Agreement.
D	The Contractor has represented to the Principal that the Contractor has the technical skill, competence, expertise, commitment and capacity to deliver the Mobilisation and Transition In Services and Services in accordance with this Agreement and the Principal has relied on that representation.

1. OBJECTIVES AND STRATEGIC INTENT

1.1 Primary Objectives

Without limiting or otherwise restricting any other term of this Agreement, the Principal is entering into this Agreement with the Contractor to:

- (a) provide an environment which will foster improvement and innovation in the delivery of the Services and the Principal's operations;
- (b) improve the quality and safe delivery of the Services;
- (c) provide accountability for the performance of the Services;
- (d) maximise flexibility in the way in which and the locations at which the Services are delivered; and
- (e) achieve best value for money for the Principal in the performance of the Services.

1.2 Cooperation

The parties in undertaking their respective obligations under this Agreement will:

- (a) work together to assist the Principal to achieve the Primary Objectives;
- (b) work collectively and collaboratively with each other;
- (c) work in a way which promotes high levels of communication, cooperation and trust between the Principal, the Contractor and their respective Personnel;
and
- (d) take a cooperative approach to issues which arise in respect of this Agreement to ensure, as far as possible, an agreed mutually beneficial resolution of those issues consistent with the standards and risks set out and allocated in this Agreement.

1.3 Rights not affected

Nothing in this clause 1 affects, reduces or limits the exercise of any right by the Principal under or in connection with this Agreement.

2. INTERPRETATION

2.1 Definitions

In this Agreement:

Abandonment means that the Contractor:

- (a) fails or refuses to commence providing the Mobilisation and Transition In Services in accordance with the Mobilisation and Transition In Plan;
- (b) if the Principal has issued a notice under clause 5.2(c), fails or refuses to provide the whole or a substantial part of the Services for:
 - (i) no less than three consecutive days; or
 - (ii) no less than ten days in aggregate over any rolling twelve month period,

except when relieved of the obligation to provide the relevant Service(s) by an express provision of this Agreement; or

- (c) fails or refuses to resume work within two days after:

- (i) termination or cessation of an event of Force Majeure or a Step In Event; or
- (ii) the date set out in any notice issued by the Principal under clause 17.1(b).

Ad Hoc Services means services or labour hire of an ad hoc nature that may be requested by the Principal to be performed by the Contractor from time-to-time in accordance with clause 23 and which are not dissimilar to, but are in addition to and not within the scope of, the Services.

Ad Hoc Services Fees means the charges payable by the Principal to the Contractor in respect of the Contractor's performance of Ad Hoc Services, calculated using the Ad Hoc Services Rates.

Ad Hoc Services Rates means the Ad Hoc Services Rates set out in Schedule 5, as adjusted in accordance with clause 27.8, and any such other rates agreed by the parties in writing from time-to-time.

Agreed Services Variation Rates means the rates identified as such in Schedule 4.

Agreement Administration Meeting means any administration meeting held in accordance with clause 19.3.

Approvals means all approvals, authorisations, permits, consents, licences, exemptions and similar permissions which are required to be issued by or obtained from any Authority in connection with the performance of the Mobilisation and Transition In Services, the Services or any of the Contractor's other obligations under this Agreement.

Asset Replacement and Minor Works means that term as it is defined in clause 25.3.

Asset Replacement and Minor Works Fee means the charges payable by the Principal to the Contractor in accordance with clause 25.3 in respect of the Contractor's performance of all relevant Asset Replacement and Minor Works.

Assets means those assets at which the Services are to be provided in accordance with this Agreement, as identified in Schedule 2, as may be varied from time-to-time in accordance with clause 10.5.

Authority means any government department, local government council, government or statutory authority or any other body which has a right to impose a requirement or whose consent is required in connection with the performance by the Contractor of its obligations under and in accordance with this Agreement.

Background IP means any Intellectual Property Right of the Contractor or other parties, including Third Party IP, that:

- (a) is in existence as at the Execution Date or is subsequently brought into existence other than as a result of the performance of this Agreement or any subcontract by the Contractor; and
- (b) is embodied in, or attaches to the Mobilisation and Transition In Services or Services or is otherwise necessarily related to the performance of the Mobilisation and Transition In Services or Services (or a component of those services).

Bill of Lading means a document which evidences the weight of all waste (by waste type) removed from all property owned or controlled by the Principal by or on behalf of the Contractor or its Personnel as part of their performance of the Waste Disposal Services.

Business Day means a day on which banks are open for business in New South Wales, but not a Saturday, Sunday or public holiday in New South Wales or 27, 28, 29, 30 or 31 December.

Change in Control means in relation to an entity:

- (a) a change in the shareholding of the entity such that a change in control (as defined in the *Corporations Act* 2001 (Cth)) of the entity occurs (whether occurring at the one time or through a series of transfers or issues of securities); or
- (b) any other event (including a change or alteration in the corporate structure of the entity or the group of companies of which the entity is a member) which results in a person other than the shareholders of the entity at the date of this Agreement:
 - (i) controlling the composition of the board of directors of the entity;
 - (ii) controlling the voting power of the board of directors or any class of shareholders, or both, of the entity; or
 - (iii) holding more than one-half of the issued share capital (either beneficially or otherwise) of the entity.

Change in Law means a change to or the coming into effect after the date of this Agreement of:

- (a) an existing Law;

- (b) a new Law;
- (c) a change in the way in which a Law is applied or interpreted as a result of a binding decision of a court of competent jurisdiction whether or not the decision of the court is the first decision on the relevant issue; or
- (d) the interpretation or application of any Law or Approval resulting from a decision of an Authority (but not any other change in the way a Law is interpreted),

the compliance with which during the Term:

- (e) has a direct effect on the Contractor's performance of its obligations under this Agreement; and
- (f) directly results in a material increase or decrease in the costs for the performance of the Services by the Contractor (as applicable),

but excluding any change to, or the coming into effect of, or implementation, after the date of this Agreement of a Law in:

- (g) a jurisdiction other than New South Wales or the Commonwealth of Australia; or
- (h) in circumstances where the Contractor, applying Good Industry Practice, should have anticipated the relevant change or its coming into effect.

Claim means any claim, however arising, for any amount under or in connection with this Agreement, including but not limited to a claim for damages, interest, costs and expenses.

Codes means all relevant Australian codes, standards and specifications.

Commencement Date means the date on which the last Condition Precedent is satisfied or waived in accordance with clause 4.

Comprehensive Asset means an Asset identified as such in Schedule 2.

Conditions Precedent means that term as it is defined in clause 4.1.

Confidential Information means information revealed by the Principal to the Contractor concerning the Principal's, or any of its Related Bodies Corporates', past, present or future:

- (a) structure, business activities, strategies, plans and assets, including Intellectual Property Rights;

- (b) products and their specifications, and the markets in which such products are sold and methods of distribution;
- (c) designs, plans, drawings, modules, formulae, trade secrets, know how, processes and techniques;
- (d) financial affairs;
- (e) network, communications, technology, source and object codes and computer records; and
- (f) employees, clients, customers, contractors, distributors and their financial affairs and agreements with them,

as well as any other information that:

- (g) is by its nature confidential;
- (h) is marked or designated as confidential or proprietary at the time of its disclosure; or
- (i) the Contractor knows or ought to know is confidential.

Construction Works means those works the Contractor is or may be required to carry out and complete under this Agreement that are in the nature of permanent construction works, including:

- (a) the construction, material alteration, extension, demolition or dismantling of any building or structure;
- (b) the installation, material alteration, extension, demolition or repair of Utilities, including:
 - (i) potable and firefighting water supplies and systems;
 - (ii) gas supply and systems;
 - (iii) stormwater systems and services;
 - (iv) sewers;
 - (v) communications; and
 - (vi) electrical;
- (c) material road and drainage works;

- (d) material site clearance and earthmoving;
- (e) laying foundations; and
- (f) the erection of scaffolding.

Consumables means all consumable items required for the performance of the Mobilisation and Transition In Services and the Services by the Contractor in accordance with this Agreement.

Contaminated means that term as it is defined in the *Contaminated Land Management Act 1997* (NSW) and **Contamination** has an equivalent meaning.

Contractor's Executive means [REDACTED] or such other person nominated by the Contractor to the Principal in writing from time-to-time and who is authorised to act on behalf of and bind the Contractor in relation to any issues associated with this Agreement.

Contractor's Representative means the person appointed in accordance with clause 19.1(a).

Contractor's Senior Executive means [REDACTED] or such other person nominated by the Contractor to the Principal in writing from time-to-time and who is authorised to act on behalf of and bind the Contractor in relation to any issues associated with this Agreement.

Contractor's SMS means that term as it is defined in clause 14.1.

Critical Asset means an Asset identified as such in Schedule 2.

Direction includes any agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Dispute Resolution Procedures means the procedures established under clause 38 to hear and resolve disputes between the parties.

Documentation means all software, drawings, plans, specifications, samples, models, patterns, certificates, instruments, licences, agreements, documents evidencing Approvals, operating, maintenance and other manuals, books of account, correspondence, records and other information or data of whatever nature and whether stored by means of paper-writing, magnetic tape, computer disk or otherwise that in all cases relate to or are relevant to activities carried out under this Agreement.

Emergency means any situation, event, occurrence or multiple occurrences that:

- (a) constitutes or may constitute a hazard to or jeopardises or may jeopardise the health or safety of any person;
- (b) causes or may cause material damage to an Asset or any other property, building or equipment; or
- (c) materially interferes with or prejudices or may materially interfere with or prejudice the safe operation of any part of any Asset, any other property, building or equipment or the provision of the Mobilisation and Transition In Services or Services.

Environment means all 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; and
- (d) human made or modified structures or areas,

and includes interacting natural ecosystems that include components referred to in subparagraphs (a) to (c) above.

Event of Default means any of the events described in clause 36.5.

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

- (a) a receiver, manager, receiver and manager, administrator, Controller (as defined for the purposes of section 419(1) of the *Corporations Act* 2001 (Cth)) or similar officer is appointed in respect of the corporation or any asset of the corporation;
- (b) a liquidator or provisional liquidator is appointed in respect of the corporation;
- (c) any application (not being an application withdrawn or dismissed within three Business Days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in subclauses (a) or (b) above;
 - (ii) winding up the corporation; or
 - (iii) proposing or implementing a scheme of arrangement in respect of the corporation;

- (d) a moratorium of any debts of the corporation or an official assignment or a composition or an arrangement (formal or informal) with the corporation's creditors or any similar proceeding or arrangement by which the assets of the corporation are subjected conditionally or unconditionally to the control of the corporation's creditors is ordered, declared or agreed to, or is applied for and the application is not withdrawn or dismissed within three Business Days thereafter;
- (e) the corporation becomes, admits in writing that it is, is declared to be, or is deemed under any applicable Law to be, insolvent or unable to pay its debts as and when they fall due; or
- (f) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of the corporation.

Execution Date means the date on which this Agreement is executed by the last party to execute it.

Expert means an independent party appointed under clause 38.5 to determine a dispute.

Fixed Plant and Equipment means all plant and equipment which sits within or in close proximity to an Asset.

Force Majeure means the following events:

- (a) lightning, earthquake, fire, cyclone, flood, riots, civil commotion, terrorism, natural disaster, sabotage, act of a public enemy, act of God (excluding storm and tempest), war (declared or undeclared), revolution or radioactive contamination; and
- (b) industrial disputes or actions, except those which are specific to, directed at, or emanate from:
 - (i) the Personnel of the Contractor (if the Contractor is the party seeking to claim Force Majeure); or
 - (ii) the Personnel of the Principal (if the Principal is the party seeking to claim Force Majeure),

and which events (or the effect of such events) could not have been reasonably prevented, avoided or overcome but, in any event, does not include:

- (c) mechanical or electrical breakdown or failure of Plant or Equipment, other than a breakdown or failure caused by an event listed in subclause (a) above,

which could not have reasonably been prevented, avoided or overcome by the party seeking to claim Force Majeure;

- (d) a lack of, or inability to use, money or available funds for any reason; and
- (e) a failure of Contractor Personnel unless the failure is due to an event of Force Majeure.

Foreground IP means Intellectual Property Rights which are created by either the Principal, the Contractor or any of their Personnel under or otherwise in connection with the performance of this Agreement, including relevant Third Party IP.

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

Good Industry Practice means that degree of skill, care, prudence, foresight, practice and timeliness which would reasonably and ordinarily be expected from time-to-time of a skilled and experienced person engaged in the same type of undertaking as that of the Contractor under the same of similar circumstances.

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

Guarantor means Transfield Services Limited (ABN 69 000 484 417) of Level 10, 111 Pacific Highway, North Sydney NSW 2060.

Handover Period means the period referred to in clause 37.2.

Handover Services means the tasks to be performed by the Contractor pursuant to the Handover Services Plan as well as any other handover services reasonably requested by the Principal before or during the Handover Period.

Handover Services Plan means the "Handover Services Plan" to be prepared by the Contractor in accordance with Schedule 8.

Incident means any:

- (a) event which is not part of the standard operation of the Mobilisation and Transition In Services or Services and which causes, or may cause, an interruption to or a reduction in the quality of the Mobilisation and Transition In Services or Services (as appropriate);
- (b) Emergency; or
- (c) other event that compromises any legal, safety or quality requirements (including under any Law or under this Agreement) in relation to any Asset,

the Mobilisation and Transition In Services or Services or otherwise prevents any Asset from being used for its intended purpose.

Indemnified Persons means:

- (a) the Principal; and
- (b) the Principal's Personnel,

but excluding:

- (c) the Contractor;
- (d) the Contractor's Personnel;
- (e) the Guarantor; and
- (f) all Related Bodies Corporate of the Contractor, the Contractor's Personnel and the Guarantor.

Information means any information, including data, documents and calculations, which is the property of the Principal and which may be in the care of the Contractor and includes all information, data, documents and calculations relating to the Mobilisation and Transition In Services and Services.

Initial Period means the period specified in clause 3(a).

Initial Plans means the initial Plans which have been provided by the Contractor to the Principal prior to the date of this Agreement, as set out in Schedule 16.

Initiative means an improvement in the quality, efficiency, effectiveness, safety and/or cost of delivering the Services with the objective of assisting the Principal to achieve the Primary Objectives.

Initiative Proposal means any proposal prepared by the Contractor for the purposes of clause 6, which must include the information set out in Schedule 17.

Intellectual Property Rights means any and all copyright and analogous rights, Moral Rights, all rights in relation to inventions (including patent rights), rights in relation to registered and unregistered trade marks (including service marks), rights in relation to registered designs, confidential information (including trade secrets and know how), circuit layouts and database rights, processes, methodologies, know-how and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

Key Performance Indicators (KPIs) means the key performance indicators set out in Schedule 3, as may be amended from time to time in accordance with this Agreement.

Key Personnel means the people who from time to time act in the roles specified in Schedule 6.

Key Subcontractor means one or more of the subcontractors identified in Schedule 7.

Law means any statute, regulation, rule of common law, legally binding policies or standards, legal duty or obligation and includes any direction of any Authority or condition of any Approval which has the force of law.

Managed Asset means an Asset identified as such in Schedule 2.

Manufacturer's Warranty means an executed warranty from the manufacturer of any part used by the Contractor in undertaking the Services which is substantially in the form set out in Schedule 9 and is required under clause 8.2.

Maximum Rectification Times means the times set out in Schedule 24.

Mobilisation and Transition In Phase means the period that commences on and from the date on which the Conditions Precedent have been satisfied by the Contractor or waived in writing by the Principal and ends on the date the Principal issues a notice under clause 5.2(c).

Mobilisation and Transition In Plan means the plan set out in Schedule 10.

Mobilisation and Transition In Milestones means the milestones set out in Schedule 11.

Mobilisation and Transition In Services means the activities specified in and to be carried out in accordance with the Mobilisation and Transition In Plan.

Mobilisation and Transition In Services Fee means the fixed fee for the provision of the Mobilisation and Transition in Services as set out in Schedule 4.

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth).

Operating Defect means that term as it is defined in clause 11(a).

Operational KPIs means the KPIs identified as "Operational KPIs" in Schedule 3.

Organisation Chart means the Contractor's organisation chart for the performance of the Mobilisation and Transition In Services and Services as set out in Schedule 12, as may be amended in accordance with this Agreement.

Parent Company Guarantee means the form of the "Parent Company Guarantee" set out in Schedule 13.

Performance Adjustments means the amount(s) by which the Scheduled Payment Amounts otherwise payable to the Contractor may be decreased in accordance with clause 28 and Schedule 3.

Performance Measurement Rules means the methods for the measurement of the Contractor's performance of the Services as against the Operational KPIs, as set out in Schedule 14.

Performance Rectification Plan has the meaning given to that term in clause 36.5(b).

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

Personnel means officers, agents, advisers, consultants, contractors (including Subcontractors of the Contractor) and employees of the Contractor or the Principal (as appropriate).

Plan Requirements means the requirements to be included in each Plan as set out in Schedule 8 and includes the achievement of the Primary Objectives.

Planned Maintenance Program means the planned maintenance program to apply to a particular item of Fixed Plant and Equipment, as set out in the relevant Plan.

Plans means:

- (a) the Initial Plans; and
- (b) following the development of the Initial Plans into approved plans in accordance with clause 9, those approved plans.

Plant and Equipment means all plant and equipment required for the performance of the Mobilisation and Transition In Services and Services by the Contractor in accordance with this Agreement.

Pollution has the same meaning as in the *Protection of the Environment Operations Act 1997* (NSW) and **Polluted** has an equivalent meaning.

Premium Asset means an Asset identified as such in Schedule 2.

Primary Objectives means the objectives set out in clause 1.1.

Principal Supplied Information means any information, data, representation, statement or document (whether written or otherwise) supplied or made available to the Contractor by or on behalf of the Principal on, before or after the date of this Agreement, other than documents which comprise part of this Agreement.

Principal's Executive means Brian Jones or such other person nominated by the Principal to the Contractor in writing from time-to-time.

Principal's Policies and Procedures means those policies, rules, procedures and guidelines available at <https://www.newcastle.edu.au/about-uon/governance-and-leadership/policy-library>, as may be amended by the Principal from time-to-time.

Principal's Representative means the person appointed by the Principal pursuant to clause 19.1(c).

Principal's Senior Executive means Alan Tracey or such other person nominated by the Principal to the Contractor in writing from time-to-time.

Privacy Obligations means any obligations arising under:

- (a) the *Privacy Act* 1988 (Cth);
- (b) the *Privacy and Personal Information Protection Act* 1998 (NSW);
- (c) any applicable Laws from time to time in force in the Commonwealth of Australia or New South Wales that affect the collection, handling, storage, processing, use or disclosure of data; and
- (d) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under them, as amended from time to time.

Progress Meeting means any progress meeting held in accordance with clause 19.2.

Pro Forma Contract means the version of New South Wales Minor Works Contract (MW21) current as at the Execution Date.

Reactive Asset means an Asset identified as such in Schedule 2.

Records has the meaning given to that term in clause 12.1.

Rectify means restoring the affected Asset or item of Fixed Plant and Equipment to a state that is not materially different to its previous state and **Rectification** and **Rectified** have equivalent meanings.

Related Body Corporate has the same meaning as in the *Corporations Act 2001* (Cth).

Respond means attend the site of the relevant Incident and:

- (a) do all things necessary to make it safe, restore all relevant Utilities and services and prevent any further damage to people or property (including Contamination); and
- (b) undertake a risk assessment to determine what further course of action (if any) is necessary to Rectify the Incident and notify the Principal of the contents of this report,

and **Response** has a corresponding meaning.

Requested Services has the meaning given to that term in clause 10.8.

Scheduled Payment Amounts means the fixed monthly fees set out in Schedule 4 for the provision of the Services by the Contractor, as may be varied:

- (a) by any Services Variation Amount; and
- (b) in accordance with clause 27.8.

Secure Asset means an Asset identified as such in Schedule 2.

Security of Payment Legislation means the *Building and Construction Industry Security of Payment Act 1999* (NSW) and any regulations made under it.

Services means the services to be provided by the Contractor in accordance with this Agreement, including the services set out in Schedule 1 (as may be varied by any Services Variation), the Waste Disposal Services and any Ad Hoc Services, Requested Services or Asset Replacement and Minor Works.

Services Variation means any variation to the Mobilisation and Transition In Services or Services (including any deleted or omitted Mobilisation and Transition In Services or Services) approved by the Principal in accordance with clause 24.

Services Variation Amount means the amount to be added to or deducted from the Mobilisation and Transition In Services Fee or relevant Scheduled Payment Amounts (as appropriate) on account of Services Variations approved by the Principal in accordance with clause 24.

Special Events means those events set out in Schedule 15, as updated from time to time by the Principal in accordance with clause 10.6(b).

Step In Event means that term as it is defined in clause 39.1.

Strategic Management Meeting means any strategic management meeting held in accordance with clause 19.4.

Subcontractor means a Key Subcontractor and any proposed subcontractor to the Contractor approved by the Principal under clause 21.

Sunset Date means the date which is three months after the Execution Date or such later date as may be agreed by the Principal in writing in its absolute discretion.

Tax Invoice means a fully substantiated statement of the Contractor's request for payment in the form set out in Schedule 19 and in accordance with this Agreement.

Term means the period determined in accordance with clause 3.

Third Party IP means Intellectual Property Rights which:

- (a) are owned by a party other than the Principal, the Contractor or a Subcontractor; and
- (b) are embodied in, or attach to the Mobilisation and Transition In Services or Services, or are otherwise necessarily related to the functioning, performance, operation or use of the Mobilisation and Transition in Services or Services (or a component of those services),

and include, but is not limited to commercial-off-the-shelf items.

Threshold Performance Minimums means those KPI performance minimums listed in Schedule 3.

Timesheet means a document which evidences the time spent performing the relevant Mobilisation and Transition In Services or Services by the Contractor's Personnel and using any associated Plant and Equipment.

Unconditional Undertaking means the unconditional and irrevocable undertaking(s) to pay referred to in clause 34.1.

Waste Disposal Services means the removal of all physical waste generated or collected by the Contractor or its Personnel in accordance with this Agreement, or which they are obliged to collect under this Agreement but do not collect, from all property owned or controlled by the Principal and in accordance with all relevant Laws, Approvals, standards and Codes and the Principal's Policies and Procedures.

Waste Disposal Services Fee means the charges payable by the Principal to the Contractor in respect of the Contractor's performance of the Waste Disposal Services, calculated using the Waste Disposal Services Rates.

Waste Disposal Services Rates means the Waste Disposal Services Rates set out in Schedule 4, as adjusted in accordance with clause 27.8, and any such other rates agreed by the parties from time-to-time in writing.

2.2 Rules for interpreting this document

The following rules apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
 - (v) "\$" or "dollars" means Australian dollars; and
 - (vi) anything (including a right, obligation or concept) includes each part of it.
- (c) The singular word includes the plural and vice versa.
- (d) All communications (including all documents, deliverables, manuals, equipment labels, instructions and drawings of any kind) between the parties are to be in English.
- (e) A word which suggests one gender includes the other genders.
- (f) If a word is defined, another part of speech has a corresponding meaning.

- (g) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (h) The word “agreement” includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (i) The words “subsidiary” and “holding company” have the same meanings as in the *Corporations Act* 2001 (Cth).
- (j) A reference to a schedule in this Agreement is a reference to a schedule attached (or deemed to be attached) to this Agreement.

2.3 Inconsistency and order of precedence

- (a) If there is or arises any inconsistency, ambiguity or discrepancy between any part of this Agreement, the following descending order of precedence will apply:
 - (i) Schedule 21;
 - (ii) these terms and conditions, other than the Schedules; and
 - (iii) the Schedules, other than Schedule 21.
- (b) If any inconsistency, ambiguity or discrepancy cannot be resolved in accordance with clause 2.3(a), the Principal’s Representative shall (acting reasonably) direct the Contractor as to how to resolve the inconsistency, ambiguity or discrepancy however, this will in no other way lessen or otherwise affect:
 - (i) the Contractor’s obligations under this Agreement or at Law; or
 - (ii) the Principal’s rights against the Contractor, whether under this Agreement or at Law.
- (c) The Contractor must comply with any Direction issued by the Principal in accordance with clause 2.3(b), which Direction shall not constitute a Services Variation and will not entitle the Contractor to make any Claim.

2.4 Contra proferentem

This Agreement is not to be interpreted against the interests of a party merely because that party proposed this Agreement or some provision in it or because that party relies on a provision of this Agreement for its benefit.

3. TERM

- (a) This Agreement commences on the Execution Date and will, unless earlier terminated or extended in accordance with its terms, expire sixty months after the Commencement Date.
- (b) The Principal may (in its sole discretion) extend the Initial Period for a further:
 - (i) twelve months by notifying the Contractor in writing not less than sixty days before the date that is forty eight months after the Commencement Date that the Principal wishes to do so; and
 - (ii) if the option referred to in clause 3(b)(i) is exercised by the Principal, a further twelve months by notifying the Contractor in writing not less than sixty days before the date that is sixty months after the Commencement Date that the Principal wishes to do so.

4. CONDITIONS PRECEDENT

4.1 Conditions precedent to Commencement Date

- (a) The commencement of the performance of the Mobilisation and Transition In Services by the Contractor is conditional upon the following conditions being first satisfied or waived (the **Conditions Precedent**):
 - (i) provision by the Contractor of the Unconditional Undertaking in accordance with clause 34.1;
 - (ii) delivery to the Principal of the Parent Company Guarantee duly executed by the Guarantor in accordance with clause 34.2; and
 - (iii) the Contractor complying with its insurance obligations under clause 35.
- (b) If the Conditions Precedent have not been satisfied in accordance with clause 4.1(a), or waived by the Principal in writing at its absolute discretion, by the later of:
 - (i) the date that is fourteen days after the Execution Date; or
 - (ii) any other date agreed in writing by the parties.

then the Principal may terminate this Agreement by written notice to the Contractor and the Principal will have no liability to the Contractor in relation to any such termination.

- (c) All obligations not expressed to apply on or after the Commencement Date apply from the Execution Date.

5. PROVISION OF SERVICES

5.1 Fundamental obligation

- (a) The Contractor must on and from 2:00am on the date immediately after the end of the Mobilisation and Transition In Services Phase and for the remainder of the Term, provide the Services to the Principal in accordance with this Agreement.
- (b) The Principal must pay the Contractor the Scheduled Payment Amounts, the Waste Disposal Services Fee and, where relevant:
 - (i) any Ad Hoc Services Fees;
 - (ii) any Asset Replacement and Minor Works Fee; and
 - (iii) any amounts payable in respect of the Contractor's performance of Requested Services (**Requested Services Costs**).

payable in accordance with this Agreement.

5.2 Mobilisation and Transition In Phase

- (a) During the Mobilisation and Transition In Phase the Contractor must perform the Mobilisation and Transition In Services in accordance with the Mobilisation and Transition In Plan and the terms of this Agreement, including:
 - (i) cooperating with the Principal to ensure an efficient transition of the services provided by the Principal's existing service providers to the Services provided by the Contractor;
 - (ii) acting reasonably, responsibly and in good faith, giving due regard to the views of the Principal;
 - (iii) engaging in open and honest communication and the timely sharing of information with all relevant parties; and
 - (iv) using its best endeavours to resolve all differences between the Principal, the Contractor and the Principal's existing service providers through negotiation in good faith.
- (b) If the Mobilisation and Transition In Services Phase has not ended by the Sunset Date, the Principal may, without prejudice to any other rights of the

Principal, immediately terminate this Agreement and the Principal will have no liability to the Contractor in relation to any such termination.

- (c) Notwithstanding anything else contained in this Agreement, the Contractor shall not commence the provision of the Services until the Principal has notified the Contractor in writing that all Mobilisation and Transition In Milestones have been completed to the satisfaction of the Principal, such notification not to be unreasonably withheld or delayed.

5.3 Standards

The Contractor must ensure that:

- (a) the Mobilisation and Transition In Services and all Services:
 - (i) are performed in a diligent, expeditious and timely manner and without delay, in accordance with Good Industry Practice and in a secure and safe manner;
 - (ii) using workmanship and materials of the highest standard which are new and fit for the purposes set out in, or reasonably ascertainable from, this Agreement;
 - (iii) are performed in a manner which ensures that the Assets are and all Fixed Plant and Equipment is serviced and maintained in accordance with this Agreement;
 - (iv) are performed in a manner which will assist the Principal to achieve the Primary Objectives; and
 - (v) comply with all other requirements of this Agreement;
- (b) in providing the Mobilisation an Transition In Services and Services:
 - (i) it and its Personnel will comply with, carry out and fulfil all conditions and requirements of; and
 - (ii) it and its Personnel will ensure that the Mobilisation and Transition In Services and Services are performed in accordance with,

all applicable Laws, Approvals, standards and Codes and the Principal's Policies and Procedures; and
- (c) it will not enter into any arrangement that materially or clearly impedes its provision of the Mobilisation an Transition In Services or Services in accordance with this Agreement.

6. IMPROVEMENT INITIATIVES

6.1 Improvement Initiatives

- (a) The Contractor may change any technique, practice, system, procedure or method by which the Mobilisation and Transition In Services or Services (as applicable) are undertaken and/or any Consumables, materials or Plant or Equipment used, as the Contractor reasonably determines to be appropriate for the purpose of contributing to the achievement of the Primary Objectives and which do not result in one or more of the following:
 - (i) a requirement for a work practice or a pattern of work that will or is likely to contravene any applicable Law, Approval or Code or the Principal's Policies and Procedures;
 - (ii) a negative impact on the safety or comfort of any person;
 - (iii) a negative impact on the performance of the Mobilisation and Transition In Services or Services by the Contractor in accordance with this Agreement;
 - (iv) an increase in the Principal's maintenance costs in respect of the relevant Asset(s); or
 - (v) an amendment or adjustment to a Plan.
- (b) In the event that the Contractor, acting reasonably, considers that there is a probable impact of an Initiative on one or more of the items set out in clause 6.1(a), the Contractor must submit an Initiative Proposal in accordance with the requirements of this clause 6 and must not implement the Initiative proposed in the Initiative Proposal except to the extent contained in an approved Initiative Proposal.
- (c) At any time during the Term, the Contractor may submit an Initiative Proposal to the Principal in respect of an Initiative.
- (d) The Principal shall review any Initiative Proposal provided by the Contractor and shall either:
 - (i) approve the Initiative Proposal or part of the Initiative Proposal;
 - (ii) reject the Initiative Proposal or part of the Initiative Proposal; or
 - (iii) request more information with respect to the Initiative Proposal, including requesting a Variation Proposal in accordance with clause 24.1.

- (e) If the Principal does not approve, reject or request further information in accordance with clause 6.1(d) in writing within seven days after receipt of an Initiative Proposal, the Principal will be deemed to have rejected that Initiative Proposal.
- (f) Where an Initiative is to be implemented in accordance with this clause 6, the Contractor shall:
 - (i) give the Principal at least fourteen days' prior written notice of the implementation of the relevant Initiative; and
 - (ii) where the Initiative has been included in an approved Initiative Proposal, implement the Initiative in accordance with the approved Initiative Proposal.
- (g) Following the implementation of an approved Initiative, where relevant, the KPIs will be adjusted by the Principal in accordance with the agreed Initiative Proposal.
- (h) Notwithstanding anything else contained in this Agreement, the Principal's approval of any Initiative Proposal does not in any way:
 - (i) relieve the Contractor from, or alter, affect or reduce, the obligations and liabilities of the Contractor under this Agreement or at Law; or
 - (ii) prejudice the Principal's rights against the Contractor, whether under this Agreement or otherwise according to Law,

except to the extent set out in clause 6.1(g) or otherwise agreed by the parties in writing.

7. CONSUMABLES AND PLANT AND EQUIPMENT

7.1 Fundamental Obligations

- (a) The Contractor:
 - (i) is responsible for supplying all Consumables and Plant and Equipment necessary to perform the Mobilisation and Transition In Services and Services in accordance with this Agreement;
 - (ii) shall be responsible for determining the volume of Consumables and numbers and types of Plant and Equipment needed to provide the Mobilisation and Transition In Services and Services in accordance with this Agreement;

- (iii) bears the risk of loss of or damage to all such Consumables and Plant and Equipment regardless of where they are stored; and
- (iv) is responsible for the cost of holding all Consumables and Plant and Equipment,

and in each case, except to the extent included in a Scheduled Payment Amount, Ad Hoc Services Rate, Asset Replacement and Minor Works Fee or Requested Services Cost, shall have no right of recourse against the Principal in respect of any such costs.

- (b) The Contractor acknowledges and agrees that any contract it enters into after the Execution Date for the provision of Consumables or Plant and Equipment (including repairs and maintenance) with a value greater than \$5,000 (ex GST) must contain a provision that the relevant supplier will agree, if requested by the Principal, to a novation of the relevant contract (on terms reasonably acceptable to the Principal) to the Principal at the expiry of the Term or earlier termination of this Agreement.

7.2 Inventory Reporting

- (a) For the duration of the Term the Contractor shall maintain in hardcopy and electronic forms a detailed register of all Consumables and Plant and Equipment used or to be used in providing the Services in a manner which is reasonably acceptable to the Principal and provide a copy of that register to the Principal within a reasonable time after receipt of a written request from the Principal for the Contractor to do so.
- (b) Within twenty days after the end of the Term, the Contractor must provide the Principal with final hardcopy and electronic versions of the register referred to in clause 7.2(a).

7.3 Ownership of Consumables and Plant and Equipment

At all times during the Term, but only as between the Principal and the Contractor, the Contractor is and remains the owner of the Consumables and all Plant and Equipment.

7.4 Obligation to Rectify damage

- (a) The Contractor must use Consumables and Plant and Equipment that minimise damage to the Assets and all other relevant property.
- (b) Except as otherwise provided in this Agreement or to the extent caused or contributed to by the Principal or its Personnel (excluding the Contractor and

any of its Personnel and their employees, agents and contractors), the Contractor must promptly make good any damage (other than fair wear and tear) to or loss of any of the Principal's or third party property caused by the Contractor or its Personnel, at its own cost.

7.5 Personal Property Securities Act

If the Principal determines, acting reasonably, that this Agreement (or any transfer or transaction in connection with it) is or contains a security interest for the purposes of the *Personal Property Securities Act* 2009 (Cth) (**PPSA**) (or any similar legislation) (**Security Interest**), the Contractor agrees to do all reasonable things (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal requests and considers necessary for the purposes of:

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

in each case at the Principal's cost and for the purpose of the PPSA.

8. TESTING AND MANUFACTURER'S WARRANTIES

8.1 Testing

- (a) The Principal may at its absolute discretion direct the Contractor to carry out any tests relevant to verifying that the Mobilisation and Transition In Services or Services are being carried out in accordance with this Agreement and the Contractor must carry out and complete the relevant tests in accordance with that Direction.
- (b) The Contractor must provide the Principal's Representative with reports detailing the results of all tests carried out in accordance with clause 8.1(a) within five days after any such test has been completed and if the relevant report shows that a test was failed, then the Contractor must:
 - (i) Rectify the failure immediately and at no cost to the Principal; and
 - (ii) when the failure has been Rectified:

- (A) give notice to this effect to the Principal's Representative; and
 - (B) re-conduct the relevant test in accordance with the provisions of this clause 8.
- (c) If testing carried out in accordance with a Direction from the Principal's Representative in accordance with clause 8.1(a) finds that:
 - (i) the subject of the test complies with the requirements of this Agreement; and
 - (ii) causes the Contractor to incur additional cost,then the Principal will reimburse the Contractor for the reasonable additional costs the Contractor incurred in carrying out the relevant test.
- (d) If testing carried out in accordance with a Direction from the Principal's Representative in accordance with clause 8.1(a) finds that the subject of the test does not comply with the requirements of this Agreement, then:
 - (i) the Contractor must reimburse the Principal (as a debt due and immediately payable) for the reasonable additional costs the Principal incurred in relation to the relevant tests and the associated failure of the Contractor to perform the relevant Mobilisation and Transition In Services or Services in accordance with this Agreement; and
 - (ii) the Contractor will not be entitled to be paid any amount in respect of its performance of the Mobilisation and Transition In Services or Services the subject of the test.

8.2 Manufacturer's Warranties

- (a) The Contractor must use reasonable endeavours to provide the Principal (within 20 days after the incorporation of the relevant part(s)) with a Manufacturer's Warranty in respect of each part or parts incorporated:
 - (i) into an Asset; or
 - (ii) an asset housed in or near an Asset,as a result of the Contractor carrying out the Mobilisation and Transition In Services or Services which:
 - (iii) individually has a value in excess of \$5,000 (ex GST); or

- (iv) collectively with all other parts of the same type incorporated into any Asset or an asset housed in or near an Asset, have a value in excess of \$25,000 (ex GST).
- (b) If, after having used reasonable endeavours to do so, the Contractor is unable to procure and provide the Principal with a Manufacturer's Warranty from a relevant manufacturer where it is required to do so under clause 8.2(a), then the Contractor must provide the Principal with an executed warranty from the relevant manufacturer (within 20 days after the incorporation of the relevant part(s)) on terms that are no worse than those generally attainable in the relevant market from the relevant manufacturer.
- (c) Nothing in this clause 8.2 and any Manufacturer's Warranty will have the effect of reducing or limiting the Contractor's warranties or other obligations under this Agreement.

9. PLANS

9.1 Development of Plans

The Contractor acknowledges that the Initial Plans are interim plans only and the Initial Plans must be developed into final Plans by the Contractor in accordance with:

- (a) this clause 9; and
- (b) the Plan Requirements.

9.2 Plans warranty

- (a) The Contractor represents, warrants and undertakes that, notwithstanding any approval from the Principal under this clause 9, the Plans will be and will remain at all times:
 - (i) suitable to allow the Contractor to achieve the Primary Objectives; and
 - (ii) in accordance with the requirements of this Agreement.
- (b) The Contractor must monitor and report to the Principal on a monthly basis regarding its progress in relation to the development of the Initial Plans into final Plans.

9.3 Updated Plans

The Contractor must, throughout the Term, including in accordance with the Plan Requirements:

- (a) develop, review and update the Plans to take into account events or circumstances which will, or may reasonably be expected to, affect the manner in which the Contractor carries out the Services, including:
 - (i) Initiatives where the Principal's approval is required under clause 6;
 - (ii) approvals (including the conditions of Approvals);
 - (iii) any breach or potential breach of the warranty in clause 9.2; and
 - (iv) anything otherwise specified in this Agreement; and
- (b) promptly submit each updated Plan to the Principal for its approval in accordance with clause 9.4.

9.4 Updates and Approval

- (a) If, in the Principal's reasonable opinion, a Plan submitted by the Contractor under clause 9.1 or 9.3 is:
 - (i) unsatisfactory in view of the nature of this Agreement, the Principal may require the Contractor to provide amended redrafts until such time as a redraft is approved by the Principal in writing; or
 - (ii) satisfactory, the Principal will promptly notify the Contractor in writing that the relevant Plan is approved by the Principal.
- (b) Any Plan or updated Plan approved by the Principal will have full force and effect under this Agreement from such date as it is approved by the Principal in accordance with this clause 9.4.
- (c) Notwithstanding anything else contained in this Agreement, the Principal's approval of any Plan or updated Plan does not in any way:
 - (i) relieve the Contractor from, or alter, affect or reduce, the obligations and liabilities of the Contractor under this Agreement or at Law; or
 - (ii) prejudice the Principal's rights against the Contractor, whether under this Agreement or otherwise according to Law.

9.5 Compliance with the Plans

- (a) The Contractor shall comply with the Plans and only depart from a Plan when the departure has been agreed by the Principal in writing.

- (b) If the Contractor does not comply with a Plan, without limiting any other rights of the Principal in this Agreement, the Principal's Representative may adjust the Scheduled Payment Amounts in accordance with clause 24.2(d).

10. PERFORMANCE REQUIREMENTS

10.1 General Obligation

- (a) Subject to any express term of this Agreement to the contrary, the Contractor shall provide all work and materials necessary for the proper performance of the Mobilisation and Transition In Services and Services, whether or not they are expressly mentioned in this Agreement.
- (b) Without limiting clause 5.1(a) and subject to clause 10.2, the Contractor must provide the Mobilisation and Transition In Services and Services in accordance with:
 - (i) Schedules 1, 3 and 21 (as applicable);
 - (ii) the Principal's Policies and Procedures and reasonable Directions from the Principal; and
 - (iii) all applicable Laws, Approvals, standards and Codes.

10.2 Performance Measurement

- (a) The performance of the Contractor under this Agreement as against the KPIs will be measured and reported by the Contractor in accordance with the Performance Measurement Rules and taking account of:
 - (i) the outcomes of all stakeholder surveys undertaken in accordance with clause 10.3; and
 - (ii) all relevant feedback provided by the Principal.
- (b) The Principal shall cooperate with the Contractor and promptly provide the Contractor with all documents or other information requested by the Contractor in relation to clause 10.2(a).
- (c) The Principal will be entitled to attend any inspections of the Services or Assets by the Contractor for the purposes of this clause 10.2 and the Contractor's Representative must provide the Principal's Representative with at least five days' prior notice of any such inspection.

10.3 Stakeholder Surveys

- (a) In order to assist the parties to monitor the Contractor's performance of its obligations under this Agreement, the Contractor agrees that it will:
 - (i) at all times during the Term, provide Asset users and the general public with access to feedback forms online and at the locations nominated by the Principal during the Mobilisation and Transition In Phase (as may be amended by the Principal (acting reasonably) in writing from time-to-time thereafter); and
 - (ii) within ten days after being requested to do so by the Principal in writing, make available copies of all completed feedback forms received from Asset users and the general public up to the date of the request.
- (b) In addition to the obligations set out in clause 10.3(a), the Contractor must undertake a formal online survey during each year of the Term:
 - (i) by no earlier than each anniversary of the Commencement Date; and
 - (ii) by no later than the date that is thirty Business Days after the relevant anniversary of the Commencement Date,

(each a **Survey Period**), in accordance with the requirements set out in Schedule 26 and, within twenty days after the end of the relevant Survey Period, provide the Principal with a written report that sets out the information specified in Schedule 26.
- (c) Other than the activities contemplated in this clause 10.3, the Contractor warrants that it will not, and will ensure that its Personnel do not, at any time during the Term conduct or attempt to conduct any type of survey or other information gathering activity (whether online or in person) involving:
 - (i) Asset users or people in the general vicinity of any Asset; or
 - (ii) members of the general public in respect of or in any way related to the Mobilisation and Transition In Services, the Services, this Contract or the Principal.

10.4 Services to meet Key Performance Indicators

The Contractor must ensure that, on and from the day immediately after the date on which the Mobilisation and Transition In Services Phase ends and thereafter for the remainder of the Term, all Services meet or exceed the Threshold Performance Minimums.

10.5 Asset Numbers and Types

The parties acknowledge and agree that:

- (a) the list of Assets set out in Schedule 2 is indicative only of the number, classification and type of Assets (including Fixed Plant and Equipment) in respect of which the Contractor must perform the Services during the Term;
- (b) the Principal may increase or decrease the number and/or alter the composition of the Assets (including by adding or removing any part of an Asset or item of Fixed Plant and Equipment or by changing the classification of part or all of an Asset) in respect of which the Contractor must perform the Services by providing the Contractor with no less than thirty days' prior notice in writing (an **Asset Change Notice**) and the Contractor must comply with any such request;
- (c) the Contractor must plan, resource and schedule the Services in order to ensure that the Operational KPIs are met at all times after the end of the Mobilisation and Transition In Services Phase; and
- (d) in the event that the Principal issues an Asset Change Notice, it is to be treated as if the Principal had Directed a Services Variation, clause 24 shall apply and the Contractor will have no other Claim against the Principal in respect of the relevant Asset Change Notice or its effects.

10.6 Special Events

- (a) The Contractor acknowledges and agrees that:
 - (i) during the Term there will be Special Events; and
 - (ii) as at the Execution Date, the Special Events are those set out in Schedule 15.
- (b) The Principal shall provide the Contractor, within ten Business Days after each anniversary of the Commencement Date during the Term, with a schedule of the Special Events and their indicative dates for the following year and Schedule 15 will be updated accordingly.
- (c) The Contractor acknowledges and agrees that:
 - (i) the Special Events and their indicative dates identified in Schedule 15 are:
 - (A) not an exhaustive list of Special Events; and

(B) indicative dates only,

and, notwithstanding clause 10.6(b), the Principal shall, at any time and by providing no less than fifteen days prior notice, be entitled to add or subtract Special Events from Schedule 15 or vary the dates for such Special Events by written notice to the Contractor;

(ii) it shall plan, resource and schedule the Services in order to ensure that the Threshold Performance Minimums are met for the Services during and after each respective Special Event; and

(iii) as at the Commencement Date, the Scheduled Payment Amounts include:

(A) an appropriate allowance for the performance of the Services in respect of the Special Events set out in Schedule 15, such that the Contractor will not be entitled to any additional amounts in respect of carrying out the Services before, during and after such Special Events; and

(B) an allowance of an additional 184 hours per annum of security services that the Principal may direct the Contractor to provide at any Asset(s) and at any time during the Term (whether in one or multiple blocks).

(d) In the event that a Special Event is added to or removed from Schedule 15 during the Term, any such addition or deletion is to be treated as if the Principal had directed a Services Variation, clause 24 shall apply and the Contractor will have no other Claim against the Principal in respect of the relevant addition or deletion or its effects.

10.7 Corrective Action

(a) If the Contractor fails to meet the Threshold Performance Minimums at any time after the end of the Mobilisation and Transition In Phase, the Contractor must remedy the failure within fifteen days after the end of the month in which the failure occurred.

(b) If the Contractor is unable to remedy the failure within the time period specified in clause 10.7(a), the Contractor will promptly provide to the Principal for its approval, a written Performance Rectification Plan providing details of how it intends to Rectify the failure and any information reasonably requested by the Principal.

- (c) If in the Principal's reasonable opinion any Performance Rectification Plan provided by the Contractor under clause 10.7(b) does not satisfactorily address the Contractor's failure to meet the Threshold Performance Minimums, the Principal may, without affecting any other rights the Principal may have under this Agreement, require the Contractor to provide a further, more detailed, Performance Rectification Plan and clauses 10.7(b) and (c) will continue to apply until a further Performance Rectification Plan is approved by the Principal or the Agreement is terminated in accordance with its terms.
- (d) Without prejudice to any other rights of the Principal, the Contractor must implement any Performance Rectification Plan approved by the Principal.
- (e) If the Contractor fails to remedy failure in accordance with the relevant approved Performance Rectification Plan, the Principal may terminate this Agreement in accordance with clause 36.5(b)

10.8 Urgent Services

Notwithstanding the remainder of this Agreement and the Contractor's obligation to achieve the Threshold Performance Minimums, if the Principal requests that the Contractor perform certain Services (***Requested Services***):

- (a) in response to an Incident; or
- (b) on account of an urgent or unplanned event or circumstance which is not set out or contemplated in this Agreement, but has a material adverse impact on safety, functionality or the structural integrity of all or part of an Asset or an item of Fixed Plant and Equipment,

then:

- (c) the Contractor must complete the Requested Services as soon as possible after receiving the relevant request from the Principal to do so, but by no later than:
 - (i) the end of the reasonable timeframe notified to the Contractor by the Principal in its request; or
 - (ii) where no timeframe is notified to the Contractor by the Principal, by no later than the maximum Rectification period set out in Schedule 24;
- (d) the Requested Services performed by the Contractor are to be valued using the Ad Hoc Services Rates (where relevant) and, with the exception of any "call out" fee set out in Schedule 5, must not include any amount on account

of the Contractor's costs associated with managing the performance of such work or the supply of such Fixed Plant and Equipment or parts; and

- (e) the Principal's Representative must act reasonably when determining what impact, if any, the Contractor's performance of the Requested Services had on its ability to achieve the Threshold Performance Minimums.

10.9 Approvals

- (a) The Contractor must:
 - (i) obtain all Approvals required for the performance of the Mobilisation and Transition In Services and Services in accordance with this Agreement;
 - (ii) comply with and ensure that all of its Personnel comply with all terms and conditions of those Approvals; and
 - (iii) ensure that its Personnel carry out the Mobilisation and Transition In Services and Services in a safe manner such that no injury or damage is caused to any person or property.
- (b) Subject to clause 10.9(c), the Principal will provide the Contractor with reasonable assistance in obtaining the Approvals.
- (c) Notwithstanding any assistance provided by the Principal pursuant to clause 10.9(b), the Principal will not be liable under this Agreement or otherwise in relation to the Contractor obtaining, failing to obtain or the terms of any Approvals required for the Contractor to undertake the Mobilisation and Transition In Services and Services in accordance with this Agreement.

10.10 Change in Law

- (a) Subject to clauses 10.10(b) and (c), where there is a Change in Law which affects the Contractor's performance of the Mobilisation and Transition In Services or Services:
 - (i) if either party wishes this clause 10.10 to apply, then that party must, within thirty days after the coming into effect of the relevant Change in Law, give written notice to the other party stating that this clause 10.10 applies and setting out:
 - (A) details of the relevant Change in Law; and

- (B) that party's assessment of the likely impact of the relevant Change in Law on the performance of its obligations under this Agreement;
- (ii) if either party gives notice under clause 10.10(a)(i), the Representatives must meet within twenty days after the notice is given and must negotiate and endeavour to agree what impact, if any, the purported Change in Law will have on:
 - (A) the affected party's obligations under this Agreement;
 - (B) the Contractor's costs or savings of performing its obligations under this Agreement in compliance with the relevant Change in Law; and
 - (C) the achievement of all relevant Threshold Performance Minimums,and, where agreement is:
 - (D) reached in relation to subclauses 10.10(a)(ii)(A) - (C) within twenty days (or such other period as the parties agree in writing) of a notice being given under clause 10.10(a)(i), the Principal's Representative will issue a notice setting out that agreement; or
 - (E) not reached within twenty days (or such other period as the parties agree in writing) of a notice being given under clause 10.10(a)(i), the Principal's Representative will determine the impact of the Change in Law acting reasonably, including any adjustments to be made to the Scheduled Payment Amounts and/or KPIs; and
- (iii) the Contractor must:
 - (A) comply with any Change in Law that affects the provision of the Mobilisation and Transition In Services or Services; and
 - (B) ensure that its Personnel comply with the relevant Change in Law to the extent that it affects the performance of the Mobilisation and Transition In Services or Services.
- (b) In no circumstances will:
 - (i) any increase or decrease be made to any Scheduled Payment Amount;

- (ii) the Contractor be entitled to additional time to perform its obligations under this Agreement; or
- (iii) the Contractor or the Principal be entitled to bring any other Claim, on account of a Change in Law unless compliance with the relevant Change in Law or multiple Changes in Law in the same calendar year increases or decreases the Contractor's direct costs of providing the Mobilisation and Transition In Services or Services by more than \$10,000 (ex GST) in the relevant calendar year.
- (c) In circumstances where the direct cost of complying with a Change in Law or multiple Changes in Law changes by more than \$10,000 (ex GST) in the relevant calendar year, any adjustment to the Scheduled Payment Amounts will only apply in relation to the costs or savings in excess of \$10,000 (ex GST).

10.11 Fire Safety Statement

- (a) Within ten Business Days after each anniversary of the Commencement Date during the Term, the Contractor must provide the Principal with fire safety statements and compliance certificates from an entity approved by the Principal, acting reasonably, that confirm that all Assets and Fixed Plant and Equipment have been maintained in accordance with all relevant Laws, Principal's Policies and Procedures and Approvals during the preceding year.
- (b) If the Contractor fails to comply with clause 10.11(a), the Principal may (but is not obliged to) procure the required fire safety statements and compliance certificates from its preferred certifying entity and the costs incurred by the Principal in doing so will be a debt due and immediately payable from the Contractor to the Principal.

10.12 Waste Disposal Services

On and from 2:00am on the date immediately after the end of the Mobilisation and Transition In Services Phase and for the remainder of the Term, the Contractor must provide the Waste Disposal Services so as to ensure that, at all times during this period, all waste levels on or in the vicinity of any property owned or controlled by the Principal are kept at levels that minimise the risk of pest infestation, health and safety risks and property damage.

11. REPAIR WORKS

- (a) Subject to the remainder of this clause 11, if the Contractor becomes aware during the Term that any:

- (i) Asset or part of an Asset is damaged; or
- (ii) item of Fixed Plant and Equipment is not operating in material accordance with the standards prescribed by its manufacturer,

(whether notified by the Principal, its Personnel or otherwise) (each an **Operating Defect**), the Contractor must:

- (iii) repair the relevant Operating Defect within a reasonable time after becoming aware of it (on a “like-for-like basis” and, where relevant, using the equipment prescribed in Schedule 25) but by no later than, where relevant, the maximum time period set out in Schedule 24; or

- (iv) where the:

- (A) cost of repairing the relevant Operating Defect is greater than the cost of replacing the relevant item of Fixed Plant and Equipment or part of an Asset with an equivalent item;

- (B) time within which the relevant item of Fixed Plant and Equipment or part of an Asset can be replaced with an equivalent item is not materially greater than the time it would take to repair the relevant Operating Defect; and

- (C) the Principal does not direct otherwise,

replace the relevant item of Fixed Plant and Equipment or part of an Asset (on a “like-for-like” basis and, where relevant, using the equipment prescribed in Schedule 25) with a fully functioning replacement item within a reasonable time after becoming aware of the relevant Operating Defect, but by no later than, where relevant, the maximum time period set out in Schedule 24.

- (b) Where an item of Fixed Plant and Equipment or part of an Asset the subject of an Operating Defect is:

- (i) defective, other than on account of an act or omission of the Contractor (including a failure to perform any Service in accordance with this Agreement);
 - (ii) subject to a Planned Maintenance Program or the subject of a routine maintenance task set out in section 11 of Schedule 1; and
 - (iii) sits within or in close proximity to a Premium, Comprehensive, Managed, Reactive or Secure Asset,

subject to clause 11(d), the Contractor is liable for the first:

- (iv) \$6,000 (ex GST) associated with repairing or replacing the relevant item of Fixed Plant and Equipment or part of an Asset in accordance with this clause 11 where it is housed within or in close proximity to a Premium Asset or is a Critical Asset;
 - (v) \$4,000 (ex GST) associated with repairing or replacing the relevant item of Fixed Plant and Equipment or part of an Asset in accordance with this clause 11 where it is housed within or in close proximity to a Comprehensive Asset;
 - (vi) \$2,000 (ex GST) associated with repairing or replacing the relevant item of Fixed Plant and Equipment or part of an Asset in accordance with this clause 11 where it is housed within or in close proximity to a Managed Asset; and
 - (vii) \$1,000 (ex GST) associated with repairing or replacing the relevant item of Fixed Plant and Equipment or part of an Asset in accordance with this clause 11 where it is housed within or in close proximity to a Reactive or Secure Asset.
- (c) Where an item of Fixed Plant and Equipment or part of an Asset is subject to an Operating Defect but is not the subject of a Planned Maintenance Program, subject to clause 11(d), all costs associated with repairing or replacing the relevant item in accordance with this clause 11 are to be borne by the Principal.
- (d) Where:
- (i) the Principal has any financial liability for the repair or replacement of an individual item of Fixed Plant and Equipment or part of an Asset that is classified as a Managed, Reactive or Secure Asset; or
 - (ii) the Principal's financial liability for the repair or replacement of:
 - (A) an individual item of Fixed Plant and Equipment or part of an Asset the subject of an Operating Defect is greater than \$2,000 (ex GST); or
 - (B) items of Fixed Plant and Equipment or parts of Assets the subject of Operating Defects is greater than \$20,000 (ex GST) in any month,

(each being ***Rectification Thresholds***),

the:

- (iii) Contractor must obtain the Principal's prior written consent before incurring any costs in excess of the relevant Rectification Threshold replacing the relevant item or Rectifying the relevant Operating Defect(s); and
 - (iv) Principal will have no liability to the Contractor for any costs incurred by the Contractor in excess of the relevant Rectification Threshold where the Contractor incurs costs replacing the relevant item or Rectifying the relevant Operating Defect(s) in excess of the relevant Rectification Threshold without the Principal's prior written consent.
- (e) When pricing all work performed or Fixed Plant and Equipment or parts supplied under this clause 11, the Contractor must:
- (i) use the Ad Hoc Services Rates wherever relevant; and
 - (ii) not include any amount on account of the Contractor's costs associated with managing the performance of such work or the supply of such Fixed Plant and Equipment or parts.

12. RECORDS AND INFORMATION

12.1 Contractor to retain records

The Contractor must (and must ensure that its Subcontractors) keep true and accurate accounts, records and other evidence for a period of seven years after the end of the Term of the Mobilisation and Transition In Services and Services it provided and Scheduled Payment Amounts, Ad Hoc Services Fees, Waste Disposal Services Fees, Requested Services Costs and Asset Replacement and Minor Works Fees it received under this Agreement (**Records**).

12.2 Right to access and audit

- (a) During the Term or at any time up to seven years after the end of the Term, the Contractor must (and must ensure that its Subcontractors) permit the Principal, or its duly authorised representative(s), to have access to all relevant premises to inspect and audit (with open book access) the Records of the Contractor relating to the supply of the Mobilisation and Transition In Services and Services (whether in relation to financial, technical, performance or other matters and including all source documents). The Principal and its authorised representatives will be entitled (at the expense of the Principal) to take copies of or extracts from any such Records for the purposes of

investigating, auditing, reconciling, verifying or otherwise satisfying themselves as to any matters relating to this Agreement.

- (b) Where the Records belong to or are within the control of a Related Body Corporate of the Contractor or a Subcontractor (as appropriate), the Contractor or Subcontractor (as appropriate) shall procure that the Related Body Corporate maintains those Records and provides access to them for the purposes of this clause 12 and for any audit or inspection rights under this Agreement.

12.3 Public Access to Government Information

- (a) The Contractor acknowledges and agrees that the Principal is subject to the GIPA Act. The Principal may disclose information included in this Agreement (including the entire Agreement) on its nominated website established for GIPA Act disclosures. The Contractor irrevocably consents to the Principal acting in accordance with this clause 12.3.
- (b) In accordance with section 121 of the GIPA Act, the Contractor must, upon receipt of a written request from the Principal, provide the Principal or its duly authorised representative(s) with immediate access to the following information contained in records held by the Contractor:
 - (i) information that relates directly to the carrying out of the Mobilisation and Transition In Services and the Services by the Contractor; and
 - (ii) information received by the Contractor from the Principal to enable it to carry out the Mobilisation and Transition In Services and Services.
- (c) For the purposes of clause 12.3(b), information does not include information that the Contractor is entitled to withhold pursuant to the GIPA Act, including the following to the extent not required to be disclosed under the GIPA Act:
 - (i) information that discloses or would tend to disclose the Contractor's financing arrangements, financial modelling, cost structure or profit margin;
 - (ii) information that the Contractor is prohibited from disclosing under any Act, whether of any State or Territory, or of the Commonwealth; or
 - (iii) information that, if disclosed to the Principal, could reasonably be expected to place the Contractor at a substantial commercial disadvantage in relation to the Principal, whether at present or in the future.

- (d) The Contractor will provide copies of any of the information in clause 12.3(b), as requested by the Principal, at the Contractor's own expense.
- (e) Any failure by the Contractor to comply with any request pursuant to clause 12.3(b) or clause 12.3(d) will be considered to be a breach of this Agreement and will entitle the Principal to terminate this Agreement immediately in accordance with its terms.

12.4 Privacy

- (a) Without limiting the Contractor's obligations under any other provision of this Agreement, the Contractor must comply with all Privacy Obligations as if it were a public sector agency.
- (b) The Contractor must ensure that when it collects, uses, discloses or transfers Personal Information in the course of performing its obligations under this Agreement, it complies with all the Privacy Obligations.
- (c) Without limiting the generality of clauses 12.4(a) and 12.4(b), the Contractor must:
 - (i) only use such Personal Information for the purpose of performing its obligations under this Agreement or as required by Law;
 - (ii) not disclose any such Personal Information without the prior written consent of the Principal or the person to whom the Personal Information relates or as required by Law;
 - (iii) ensure that no person engaged by or under the control of the Contractor who has access to such Personal Information uses, discloses or retains such Personal Information except for the purposes of performing the Contractor's obligations under this Agreement;
 - (iv) take all reasonable steps to protect any such Personal Information from misuse and loss and from unauthorised access, modification or disclosure;
 - (v) comply with all reasonable requests or Directions of the Principal concerning:
 - (A) the security, use and disclosure of such Personal Information;
 - (B) access to and the correction of any such Personal Information by the individual to whom it relates; and

- (C) any complaints about the handling of such Personal Information;
- (vi) notify the Principal as soon as reasonably practicable after the Contractor becomes aware that it may be required by Law to use or disclose any such Personal Information, and provide all reasonable assistance requested by the Principal to resist or object to such use or disclosure;
- (vii) notify the Principal as soon as reasonably practicable after the Contractor becomes aware of any breach of this clause 12.4; and
- (viii) on the expiry or termination of this Agreement for any reason, destroy or otherwise deal with any such Personal Information in accordance with the reasonable Directions of the Principal.

12.5 Re-tendering requirements

The Contractor acknowledges and agrees that if the Principal elects to issue a tender in respect of some or all of the Services prior to or within six months after the end of the Term (**Tender**):

- (a) subject to appropriate confidentiality restrictions, the Principal and its Personnel may disclose the contents of any Records to potential tenderers for the purposes of any such Tender; and
- (b) if requested by the Principal, the Contractor must use reasonable endeavours to assist the Principal with any such Tender, including by:
 - (i) providing copies of or otherwise making available to the Principal and its Personnel any information requested by them; and
 - (ii) assisting in the verification of any information (including the provision of answers to verification questions); and
- (c) all assistance provided pursuant to this clause 12.5 must be provided within the timeframes reasonably specified by the Principal or, if no timeframe is specified, within a reasonable timeframe.

12.6 Financial Reporting

The Contractor must:

- (a) within 90 days after the end of each financial year during the Term, provide the Principal's Representative with the audited accounts of the Contractor

(audited in accordance with all relevant Australian Accounting Standards) for the most recently ended financial year; and

- (b) at any time during the Term, provide the Principal's Representative, or any nominee of the Principal's Representative, with all reasonable assistance requested by the Principal's Representative or its nominee to understand the accounts provided by the Contractor in accordance with this clause 12.6.

13. ACCESS FOR THE CONTRACTOR

13.1 Access to Assets

- (a) The Principal must provide or arrange for the Contractor to have sufficient access to the Assets on the terms set out in this clause 13.1 to allow the Contractor to perform the Mobilisation and Transition In Services and Services in accordance with this Agreement.
- (b) The Principal shall not be in breach of this Agreement if it is unable to provide or arrange sufficient access to the Assets for the Contractor to perform the Mobilisation and Transition In Services or Services in accordance with this Agreement due to the Contractor failing to comply with any relevant Law, Approval, standard or Code or the Principal's Policies and Procedures.
- (c) The Contractor acknowledges and agrees that:
 - (i) it and its Personnel may not be given exclusive access to the Assets;
 - (ii) the Principal may engage other contractors or consultants to perform other work on the Assets provided that, where the personnel administering this Agreement for the Principal are aware of such works, the Principal will use reasonable endeavours to give the Contractor a reasonable amount of prior notice where such works are likely to have an adverse impact on the Contractor's ability to perform the Mobilisation and Transition In Services or Services in accordance with this Agreement;
 - (iii) it shall not be entitled to:
 - (A) any adjustment to the Scheduled Payment Amounts;
 - (B) claim any other payment otherwise at Law; or
 - (C) any relief from compliance with the Threshold Performance Minimums,

by reason of any delay, disruption or interference by the other contractors or consultants with the Contractor's or its Personnel's performance of the Mobilisation and Transition In Services or Services;

- (iv) it shall, at no additional cost to the Principal, cooperate with and use reasonable endeavours to ensure that there is no material interference to the operations of any other contractors or consultants or to the enjoyment or use of the Assets by the public when the Contractor (including its Personnel) is carrying out its obligations under this Agreement;
- (v) it may from time to time be refused access to an Asset by the Principal, it will comply with any such refusal and any such refusal will be at its own cost; and
- (vi) the Principal's Representative may remove any unauthorised person from an Asset at any time.

13.2 No material interference with operations or Assets

The Contractor must ensure that:

- (a) the performance of the Mobilisation and Transition In Services and Services; and
- (b) any other acts or omissions of the Contractor or its Personnel,

do not materially adversely affect or otherwise interfere with the operations of the Principal, the Assets or any other property or person, other than as may be contemplated in this Agreement and should either party become aware of such effect or interference, that party must promptly notify the other party of any such material adverse effect or interference.

14. WORK, HEALTH AND SAFETY

14.1 Contractor's Safety Management System

- (a) At all times during the Term, the Contractor must have in place a safety management system that has been accredited to AS/NZS 4801 by a certifying body registered with the Joint Accreditation System Australia and New Zealand (JAS-ANZ) or similar (the **Contractor's SMS**).
- (b) If the Contractor fails to comply with clause 14.1(a), the failure of the Contractor will be a material breach for the purposes of clause 36.5(a).

14.2 WH&S requirements

- (a) In carrying out its obligations under this Agreement, the Contractor must and must ensure that its Personnel:
 - (i) comply with the *Work Health and Safety Act 2011* (NSW) and any regulation made under it (**WH&S Laws**), the Contractor's SMS and any work, health and safety policy, practice or procedure adopted or required by the Principal from time to time, including those set out in the Principal's Policies and Procedures;
 - (ii) ensure their health and safety and the health and safety of the Principal's Personnel and the general public;
 - (iii) do not damage any Asset or other property (including third party property);
 - (iv) do not do anything or omit to do anything which could result in the Principal being in breach of any of its obligations under all relevant Laws;
 - (v) where applicable, comply with any obligations imposed upon a "principal contractor" under the WH&S Laws; and
 - (vi) who are engaged in carrying out any part of the Mobilisation and Transition In Services or Services are appropriately accredited, qualified, licenced and trained to undertake, and are appropriately supervised when undertaking the Mobilisation and Transition In Services or Services.
- (b) Each party must, to the extent required under the WH&S Laws, consult, cooperate and coordinate their activities with those of the other party and its Personnel who have a common duty under any WH&S laws in relation to the discharge of any common duties under those WH&S Laws.
- (c) The Contractor must, as soon as possible after the relevant incident or "near miss", inform the Principal in writing of any safety incident or "near miss" involving the Contractor's Personnel in the performance of its obligations under this Agreement.

14.3 Directions by the Principal

- (a) In addition to any other powers of the Principal under this Agreement, the Principal may give Directions to the Contractor or its Personnel in relation to:

- (i) compliance by the Contractor and its Personnel with any Law concerning safety when performing the Contractor's obligations under this Agreement;
 - (ii) any unsafe practice or procedure of the Contractor or its Personnel; or
 - (iii) the Contractor's compliance with this clause 14
- (b) If the Principal gives any Direction directly to Personnel of the Contractor, the Principal will, within two Business Days after giving the Direction, give the Contractor a written notice setting out the Direction.
- (c) The Contractor must and must ensure that its Personnel:
 - (i) fully comply with any Direction given under clause 14.3(a); and
 - (ii) take immediate steps to cease or have its Personnel cease the relevant practice or procedure and not resume the performance of the relevant Mobilisation and Transition In Services or Services until a safe work method has been agreed with the Principal.
- (d) If the Contractor fails to comply with a Direction given under clause 14.3(a), the Principal may:
 - (i) take any action reasonably required to ensure compliance or remedy the effect of the non-compliance; and
 - (ii) set off the costs incurred by the Principal in doing so in accordance with clause 44.11.
- (e) The Contractor must, when requested by the Principal's Representative:
 - (i) provide reports on any safety inspections, audits or assessments it has undertaken; and
 - (ii) allow the Principal or its nominee(s) to inspect the Assets and other places where the relevant Mobilisation and Transition In Services or Services are carried out to determine whether the Contractor has complied with this clause 14.

14.4 Property damage

The Contractor must ensure that, other than is necessary for the Contractor to perform the Mobilisation and Transition In Services and Services in accordance with this Agreement, if the Contractor's Personnel damage any Asset or other property, such Personnel must:

- (a) immediately report the damage to the Principal's Representative; and
- (b) not cover up or attempt to repair the damage.

15. CONTRACTOR'S QUALITY MANAGEMENT SYSTEM

- (a) At all times during the Term, the Contractor must have in place a quality management system that has been accredited to AS/NZS 9001:2008 by a certifying body registered with the Joint Accreditation System Australia and New Zealand (JAS-ANZ) or similar (the **Contractor's Quality Management System**).
- (b) The Contractor must ensure that it and all of its Personnel perform the Contractor's obligations under this Agreement in accordance with the Contractor's Quality Management System.
- (c) If the Contractor fails to comply with this clause 15, the failure of the Contractor will be a material breach for the purposes of clause 36.5(a).

16. POLLUTION AND THE ENVIRONMENT

16.1 No warranty or representation

The Principal does not warrant or represent that the Assets or their surrounds are, or are not, Polluted or Contaminated, or the nature or extent of any such Pollution or Contamination and the Principal will have no liability to the Contractor in relation to any such Pollution or Contamination.

16.2 Environmental requirements

- (a) The Contractor must and must ensure that its Personnel:
 - (i) comply with all Laws concerning the Environment (including obtaining all Approvals necessary to provide the Mobilisation and Transition In Services and Services in accordance with this Agreement) as well as any environmental policy, practice or procedure adopted or required by the Principal from time to time, including those set out in the Principal's Policies and Procedures;
 - (ii) operate all Plant and Equipment in accordance with all applicable Approvals and otherwise in a proper and efficient manner;
 - (iii) not use, keep or handle any dangerous good or hazardous material used in connection with the performance of the Mobilisation and Transition In Services or Services other than in accordance with this Agreement or with the prior written consent of the Principal; and

- (iv) not Contaminate or Pollute the Assets or any adjacent land except as authorised by any Approval.
- (b) The Contractor shall, as soon as possible after the relevant incident or "near miss", inform the Principal in writing of any environmental incident or "near miss" involving the Contractor's Personnel in the performance of its obligations under this Agreement.

16.3 Directions by the Principal

- (a) In addition to the Principal's other powers under this Agreement, the Principal may give Directions to the Contractor and/or its Personnel in relation to:
 - (i) compliance by the Contractor and its Personnel with any Law concerning the Environment, Pollution or Contamination when performing the Contractor's obligations under this Agreement or where on or near an Asset; or
 - (ii) the Contractor's compliance with this clause 16.
- (b) If the Principal gives any Direction directly to Contractor Personnel, the Principal will, within two Business Days after giving the Direction, give the Contractor a written notice setting out the Direction.
- (c) The Contractor must and must ensure that its Personnel:
 - (i) fully comply with any Direction given under clause 16.3(a); and
 - (ii) take immediate steps to cease or have its Personnel cease the practice or procedure and not resume the performance of the relevant Mobilisation and Transition In Services or Services until the issue has been resolved to the satisfaction of the Principal.
- (d) If the Contractor fails to comply with a Direction given under clause 16.3(a), the Principal may:
 - (i) take any action reasonably required to ensure compliance or remedy the effect of the non-compliance; and
 - (ii) set off the costs incurred by the Principal in doing so in accordance with clause 44.11.
- (e) The Contractor must, when requested by the Principal's Representative:
 - (i) provide reports on any Environmental inspections, audits or assessments undertaken it has undertaken; and

- (ii) allow the Principal or its nominee to inspect the Assets and other places where the Mobilisation and Transition In Services or Services are carried out to determine whether the Contractor has complied with this clause 16.

16.4 Contractor's Environment Management System

- (a) At all times during the Term, the Contractor must have in place an environment management system that:
 - (i) has been accredited to AS/NZS ISO14001 by a certifying body registered with the Joint Accreditation System Australia and New Zealand (JAS-ANZ) or similar; and
 - (ii) is in accordance with the NSW Government Environmental Management System Guidelines,

(the **Contractor's Environment Management System**).

- (b) The Contractor must ensure that it and all of its Personnel perform the Contractor's obligations under this Agreement in accordance with the Contractor's Environment Management System.
- (c) If the Contractor fails to comply with this clause 16.4, the failure of the Contractor will be a material breach for the purposes of clause 36.5(a).

17. SUSPENSION OF SERVICES

17.1 Principal's Suspension

- (a) The Principal may direct the Contractor to suspend the performance of some or all of the Mobilisation and Transition In Services or Services (**Suspended Services**) at any time and for such time as the Principal thinks fit by issuing a written notice to the Contractor to this effect and the Contractor must comply with that notice.
- (b) If the Principal wishes the Contractor to recommence performing some or all of the Suspended Services, it must issue a written notice to the Contractor no later than five days prior to the date on which it requires the Contractor to recommence performing the relevant Suspended Services setting out:
 - (i) the Suspended Services the Contractor is to recommence performing; and
 - (ii) the reasonable date by which the Contractor must recommence performing those Suspended Services,

and the Contractor must comply with any such notice.

17.2 Contractor's Costs and KPIs

If the reason why the Principal issued a notice under clause 17.1 was:

- (a) to overcome the effects of an act, default or omission of the Contractor or any of its Personnel, then the Contractor shall bear the effects of any such suspension and will not be entitled to make any Claim against the Principal (including in respect of the Contractor's compliance or failure to comply with the Threshold Performance Minimums); or
- (b) any reason other than the reason set out in clause 17.2(a) and the Contractor:
 - (i) incurs more or less costs than would have been incurred had the Suspended Services not been suspended;
 - (ii) fails to complete the Mobilisation and Transition In Phase by the Sunset Date where it would otherwise have done so had the Suspended Services not been suspended; and/or
 - (iii) fails to satisfy a Threshold Performance Minimum it would otherwise have satisfied had the Suspended Services not been suspended,

then the Principal shall assess (acting reasonably), in the case of:

- (iv) clause 17.2(b)(i), the amount to be added to or deducted from the Mobilisation and Transition In Services Fee or the relevant Scheduled Payment Amount and that amount will be added to or deducted from the Mobilisation and Transition In Services Fee or the relevant Scheduled Payment Amount;
 - (v) clause 17.2(b)(ii), any extension to the Sunset Date; and/or
 - (vi) clause 17.2(b)(iii), any KPI relief to be afforded to the Contractor during the period when the Suspended Services were suspended.
- (c) Notwithstanding the remainder of this clause 17.2, in order for the Contractor to be entitled to any increase in the Mobilisation and Transition In Services Fee or any Scheduled Payment Amount, extension to the Sunset Date or KPI relief in accordance with clause 17.2(b), it must:
- (i) take reasonable steps to mitigate all relevant financial and time impacts; and

- (ii) provide the Principal with any information the Principal may reasonably request in relation to the Suspended Services.

18. PRINCIPAL'S OBLIGATIONS

18.1 Principal's Obligations

The Principal will:

- (a) make reasonable office and site accommodation, utilities and amenities available to the Contractor at locations to be determined by the Principal prior to the Execution Date to enable the Contractor to perform the Mobilisation and Transition In Services and Services;
- (b) provide the Contractor with reasonable and non-exclusive access to the ARCHIBUS and IBM MAXIMO information technology systems operated by the Principal (or any replacement systems nominated to the Contractor by the Principal in writing from time-to-time) to enable the Contractor to perform the Mobilisation and Transition In Services and Services in accordance with this Contract;
- (c) provide the Contractor with non-exclusive access to relevant Principal employees to assist the Contractor during the Mobilisation and Transition In Phase; and
- (d) to the extent the Contractor is provided with access to car parking spaces by the Principal for the purposes of this Agreement, provide the Contractor with access to those car parking spaces at no additional cost to the Contractor.

18.2 Material Storage

- (a) If requested by the Contractor in writing, the Principal will use its reasonable endeavours to make available storage space for small quantities of Plant and Equipment and Consumables at no cost to the Contractor (the **Allocated Space**).
- (b) The Principal does not warrant that any Allocated Space will be suitable to allow the performance of the Mobilisation and Transition In Services or Services by the Contractor in accordance with this Agreement.
- (c) The Contractor acknowledges and agrees that it may not be granted exclusive access to any Allocated Space and:
 - (i) it will be responsible for coordinating access to the Allocated Space with the Principal's Personnel at relevant sites;

- (ii) it will not be entitled to relief from any KPIs as a result of failing to coordinate access to any Allocated Space or not being granted access to an Allocated Space;
- (iii) it must not rely upon the Principal to provide any Allocated Space;
- (iv) the Principal excludes all liability for any Claim in connection with the Principal's failure to provide any Allocated Space;
- (v) where any Consumables, Plant or Equipment is stored at an Allocated Space, it will be stored in accordance with the relevant manufacturer's recommendations and in a clean and tidy manner; and
- (vi) it bears all risk associated with storing Consumables and/or Plant and Equipment in any Allocated Space and must not bring any Claim against the Principal or its Personnel in relation to any Consumables and/or Plant and Equipment that is damaged, lost or stolen whilst in such storage.

19. CONTRACT MANAGEMENT

19.1 Contractor's Representative and Principal's Representative

- (a) Within five days after the Execution Date, the Contractor must nominate a person to be the Contractor's Representative for the purposes of this Agreement and give written notice of that nomination to the Principal. The Principal will then have five days within which to approve or reject the nominated person
- (b) If the Principal:
 - (i) approves the person proposed by the Contractor in accordance with clause 19.1(a) or fails to approve or reject that person within the relevant timeframe, such person will act as the representative of and be authorised to act on behalf of the Contractor in discharging its functions under this Agreement; or
 - (ii) rejects the person proposed by the Contractor in accordance with clause 19.1(a), the Contractor must nominate an alternative person within a further five days and clauses 19.1(a) and (b) will apply until such time as the Principal approves a person nominated by the Contractor.
- (c) Within five days after the Execution Date, the Principal will appoint a person to be the Principal's Representative for the purposes of this Agreement and give

notice of the appointment to the Contractor and such person will act as the representative of and be authorised to act on behalf of the Principal in discharging its functions under this Agreement.

- (d) The Contractor must comply with any reasonable direction by the Principal's Representative given under this Agreement.

19.2 Progress Meetings

- (a) Within ten Business Days after the Execution Date:
 - (i) the Contractor's Representative;
 - (ii) all relevant stakeholders nominated by the Principal;
 - (iii) the Principal's Representative; and
 - (iv) any third party agreed between the parties,must meet and conduct the first Progress Meeting.
- (b) The representatives listed in clauses 19.2(a)(i) and (ii) may appoint delegates to attend Progress Meetings in their absence and to otherwise discharge their responsibilities under this clause 19.2, but must attend at least six Progress Meetings in person per calendar year.
- (c) Following the Progress Meeting referred to in clause 19.2(a):
 - (i) weekly Progress Meetings are to be convened by the Contractor's Representative each Tuesday (unless otherwise agreed by the parties in writing) in accordance with clause 19.2(d) up until the end of the Mobilisation and Transition In Phase; and
 - (ii) thereafter, and for the duration of the Term, Progress Meetings are to be convened by the Contractor's Representative on the second Tuesday of each month (unless otherwise agreed by the parties in writing) and at such other times as may be requested by either party,in each case in accordance with clause 19.2(d).
- (d) All Progress Meetings convened by the Contractor's Representative are to be convened:
 - (i) by the Contractor's Representative issuing an agenda no later than:

- (A) two days prior to the relevant Progress Meeting in the case of Progress Meetings held during the Mobilisation and Transition In Phase; and
- (B) five days prior to the relevant Progress Meeting in all other cases,

which attaches a report that sets out (in respect of the period since the most recent previous Progress Meeting):

- (C) details of any Mobilisation and Transition In Services or Services (as appropriate) not performed by the Contractor or its Personnel and the reasons for and duration of such non-performance;
- (D) details of any feedback received by the Contractor pursuant to clause 10.3 or otherwise and the actions taken by the Contractor to address any such feedback (where relevant);
- (E) details of repair works undertaken or recommended by the Contractor;
- (F) the status of any Construction Works underway or completed by the Contractor;
- (G) details of any material operational issues;
- (H) details of any Incidents, events or complaints reported (or which should have been reported) to the Principal by the Contractor;
- (I) in the case of the period after the end of the Mobilisation and Transition In Phase:
 - (aa) the level of the Contractor's compliance with the Operational KPIs; and
 - (bb) the amount of any proposed Performance Adjustment, including detailed calculations; and
- (J) any other information reasonably required by the Principal; and

- (ii) at the Principal's Callaghan campus,

for the primary purpose of reviewing operational issues related to the Mobilisation and Transition In Services or Services (as appropriate).

- (e) Within:
 - (i) two Business Days after each Progress Meeting held during the Mobilisation and Transition In Phase; and
 - (ii) five Business Days after each Progress Meeting in all other cases,

the Contractor's Representative must provide to the Principal's Representative a meeting report which includes minutes of the relevant Progress Meeting for approval by the Principal's Representative, including:

 - (iii) a list of attendees;
 - (iv) details of the matters discussed; and
 - (v) a list of instructions received from the Principal and the Contractor's actions in response to these instructions.
- (f) If the Principal:
 - (i) wishes to approve any report provided in accordance with clause 19.2(e), it must sign the report and return a copy to the Contractor's Representative within five days after receiving the report from the Contractor;
 - (ii) wishes to object to the report provided in accordance with clause 19.2(e), it must provide the Contractor's Representative with written reasons for its disapproval within five days after receiving the report from the Contractor; or
 - (iii) fails to comply with clause 19.2(f)(i) or (ii), it will be deemed to have accepted the report at 9:00am on the sixth day after it received the report.
- (g) The parties agree that, other than in respect of Progress Meetings held during the Mobilisation and Transition In Phase, where a Progress Meeting is scheduled to occur in the same month as an Agreement Administration Meeting or Strategic Management Meeting, the Agreement Administration Meeting or Strategic Management Meeting (as appropriate) shall be deemed to be the Progress Meeting for that month.

19.3 Agreement Administration Meetings

- (a) Within twenty Business Days after the Execution Date:
 - (i) the Contractor's Representative;

- (ii) the Contractor's Executive;
- (iii) the Principal's Representative;
- (iv) the Principal's Executive;
- (v) to the extent required by the Principal from time to time, an appropriate representative from any Subcontractor; and
- (vi) any third party agreed between the parties,

must meet and conduct the first Agreement Administration Meeting.

- (b) Following the Agreement Administration Meeting referred to in clause 19.3(a) and for the duration of the Term, Agreement Administration Meetings must be convened by the Contractor's Representative:

- (i) on the second Tuesday of each calendar quarter (unless otherwise agreed by the parties in writing) and at such other times as may be requested by either party;
- (ii) issuing an agenda no later than five Business Days prior to the relevant Agreement Administration Meeting which attaches a report that sets out (in respect of the preceding three months and cumulatively for the period from the Execution Date to that date):
 - (A) the level of the Contractor's compliance with all KPIs;
 - (B) the results of any performance audits undertaken by or on behalf of the Contractor;
 - (C) the detail of any Incidents or events reported (or which should have been reported) to the Principal by the Contractor;
 - (D) the information required under clause 19.2(d)(i); and
 - (E) any other information reasonably required by the Principal; and
- (iii) at the Principal's Callaghan campus,

for the primary purposes of:

- (iv) reviewing management issues related to this Agreement;
- (v) monitoring and reviewing the Contractor's performance under this Agreement, including to:

- (A) monitor the Contractor's performance against the KPIs;
 - (B) review material service delivery issues (including a detailed trend analysis);
 - (C) resolve contract management issues;
 - (D) resolve disputes and other relationship issues; and
 - (E) resolve any other specific matters referred to the Agreement Administration Meeting by the parties.
- (c) Within five Business Days after each Agreement Administration Meeting, the Contractor's Representative must provide to the Principal's Representative a meeting report which includes minutes of the relevant meeting for approval by the Principal's Representative, including:
 - (i) a list of attendees;
 - (ii) details of the matters discussed; and
 - (iii) a list of instructions received from the Principal and the Contractor's actions in response to these instructions.
- (d) If the Principal:
 - (i) approves any report provided in accordance with clause 19.3(c), it must sign the report and return a copy to the Contractor's Representative within ten days after receiving the report from the Contractor;
 - (ii) objects to any report provided in accordance with clause 19.3(c), it must provide the Contractor's Representative with written reasons for its objection within ten days after receiving the report from the Contractor; or
 - (iii) fails to comply with clause 19.3(d)(i) or (ii), it will be deemed to have accepted the report at 9:00am on the eleventh day after it received the report.
- (e) The parties agree that where an Agreement Administration Meeting is scheduled to occur in the same month as a Strategic Management Meeting, the Strategic Management Meeting shall be deemed to be the Agreement Administration Meeting for that month.

19.4 Strategic Management Meeting

- (a) Within twenty Business Days after the six month anniversary of the Execution Date:
 - (i) the Contractor's Representative, Executive and Senior Executive;
 - (ii) the Principal's Representative, Executive and Senior Executive; and
 - (iii) any third party agreed between the parties,must meet and conduct the first Strategic Management Meeting.
- (b) Following the Strategic Management Meeting referred to in clause 19.4(a) and for the duration of the Term, Strategic Management Meetings must be convened by the Contractor's Representative:
 - (i) within twenty Business Days after each anniversary of the Execution Date (unless otherwise agreed by the parties in writing) and at such other times as may be requested by either party;
 - (ii) issuing an agenda no later than twenty Business Days prior to the relevant Strategic Management Meeting which attaches a report that sets out (in respect of the preceding year and cumulatively for the preceding years):
 - (A) the information required under clauses 19.2(d)(i) and 19.3(b)(ii); and
 - (B) any other information reasonably required by the Principal; and
 - (iii) at the Principal's Callaghan campus,for the primary purposes of reviewing strategic issues related to this Agreement.
- (c) Within ten Business Days after each Strategic Management Meeting, the Contractor's Representative must provide to the Principal's Representative a meeting report which includes minutes of the relevant meeting for approval by the Principal's Representative, including:
 - (i) a list of attendees;
 - (ii) details of the matters discussed; and
 - (iii) a list of instructions received from the Principal and the Contractor's actions in response to these instructions.

- (d) If the Principal:
 - (i) approves any report provided in accordance with clause 19.4(c), it must sign the report and return a copy to the Contractor's Representative within ten Business Days after receiving the report from the Contractor;
 - (ii) objects to any report provided in accordance with clause 19.4(c), it must provide the Contractor's Representative with written reasons for its objection within ten Business Days after receiving the report from the Contractor; or
 - (iii) fails to comply with clause 19.4(d)(i) or 19.4(d)(ii), it will be deemed to have accepted the report at 9:00am on the eleventh Business Day after it received the report.

19.5 Contact details

- (a) Within two days after the Execution Date, the Contractor must provide the Principal's Representative with the names and contact phone numbers of the personnel it nominates (whether it is one person or different people on a roster) as its point(s) of contact on a 24 hour, seven day per week basis to receive notification of urgent, emergency or critical issues.
- (b) If the Contractor proposes to change any of the names or contact phone numbers provided by it in accordance with clause 19.5(a), it must provide the Principal's Representative with no less than five Business Days prior notice in writing of the relevant change(s).

19.6 General reporting

The Contractor shall as soon as practicable upon becoming so aware, inform the Principal in writing of any Incident, discovery of asbestos or breach of any Approval, Law or Principal's Policy and Procedure and shall keep the Principal informed of subsequent developments concerning the Incident, discovery or breach. The Contractor must ensure that all Subcontractors similarly inform the Principal.

20. CONTRACTOR'S PERSONNEL

20.1 Principal not responsible for the Contractor's Personnel

The Principal has no responsibility for the actions of, any amounts payable to or any benefits or rights accruing in favour of, Personnel engaged by the Contractor in providing the Mobilisation and Transition In Services or Services or performing its other obligations under this Agreement.

20.2 Key Contractor Positions

- (a) The Contractor must:
 - (i) ensure that the positions and numbers indicated on the Organisation Chart are filled with appropriately qualified and skilled people at all times and they are dedicated on a full time basis to the relevant roles;
 - (ii) only use the Contractor's employees approved by the Principal in writing to fill Key Personnel positions; and
 - (iii) not replace or stand down a person in a Key Personnel position unless it has the prior written consent of the Principal, such consent not to be unreasonably withheld.
- (b) As at the Commencement Date, the people identified in Schedule 6 as occupying Key Personnel positions are approved by the Principal to occupy the Key Personnel positions assigned to them in Schedule 6.
- (c) If the Contractor fails to comply with clause 20.2(a), the failure of the Contractor will be a material breach for the purposes of clause 36.5(a).

20.3 New Key Personnel positions

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

20.4 Standards of the Contractor Personnel

Without limiting clause 20.2, the Contractor must ensure that all of the Contractor's Personnel comply with:

- (a) all applicable obligations of the Contractor under this Agreement; and
- (b) all applicable Laws, Approvals, standards and Codes and the Principal's Policies and Procedures.

20.5 Replacement at the Principal's request

- (a) Where at any time the Principal determines (acting reasonably) that one or more of the Contractor's Personnel is not properly performing its respective roles or responsibilities, the Principal may notify the Contractor that it requires the Contractor to replace the person, if the Principal:
 - (i) first consults with the Contractor; and

- (ii) gives the Contractor a reasonable opportunity to rectify any problems in connection with or relating to such Personnel.
- (b) If the Contractor does not rectify the problem or performance in accordance with clause 20.5(a)(ii), then the Contractor must replace the person notified by the Principal under clause 20.5(a) within a reasonable time nominated by the Principal in writing.

20.6 Amendments to the Organisation Chart or Contractor's Personnel

- (a) The Contractor acknowledges and agrees that if it wishes to:
 - (i) amend or adjust its Organisation Chart;
 - (ii) adjust the number of the Contractor's Personnel employed in providing the Mobilisation and Transition In Services or Services; or
 - (iii) materially alter the number of hours Contractor's Personnel are employed in performing Mobilisation and Transition In Services or Services,

it must give the Principal a Variation Proposal in accordance with clause 24.2 before making any such amendment or adjustment.

- (b) If the Principal accepts any Variation Proposal issued by the Contractor in accordance with clause 20.6(a), the Scheduled Payment Amounts will be adjusted accordingly in accordance with clause 24.2(d).
- (c) If the Contractor materially amends or adjusts the Organisation Chart or the number of its Personnel employed or hours performed providing Mobilisation and Transition In Services or Services without the prior written approval of the Principal, then without limiting any other rights of the Principal, the Mobilisation and Transition In Services Fee or the Scheduled Payment Amounts may be adjusted (as appropriate) in accordance with clause 24.2(d).

20.7 Alcohol and Drugs

- (a) The Principal's Representative may in its absolute discretion direct the Contractor to stand down from undertaking any of the obligations of the Contractor under this Agreement any of the Contractor's Personnel where in the opinion of the Principal's Representative (or its nominee) the relevant person has been found to be under the influence of alcohol or drugs while:
 - (i) engaged in undertaking any of the obligations of the Contractor under this Agreement; or

- (ii) on or in the vicinity of an Asset or any other property owned or controlled by the Principal.
- (b) The Principal's Representative may in its absolute discretion direct the Contractor to not engage a person to undertake any of the obligations of the Contractor under this Agreement where in the opinion of the Principal's Representative that person has been found to be under the influence of alcohol or drugs while:
 - (i) engaged in undertaking any of the obligations of the Contractor under this Agreement; or
 - (ii) on or in the vicinity of an Asset or any other property owned or controlled by the Principal.
- (c) The Contractor must ensure that all Contractor Personnel engaged in undertaking the obligations of the Contractor under this Agreement or who are on or in the vicinity of an Asset or any other property owned or controlled by the Principal do not carry, consume or use alcohol or any drug (unless the drug is prescribed by a medical practitioner) whilst doing so.

20.8 Barring of Personnel

- (a) The Principal's Representative may, acting reasonably, direct the Contractor to bar from any Asset or other property owned or controlled by the Principal, any of the Contractor's Personnel.
- (b) The Contractor must ensure that any Personnel the subject of a Direction under clause 20.8(a) are not again engaged in any capacity by the Contractor or any of its Personnel in relation to this Agreement.

21. SUBCONTRACTORS

- (a) The Contractor must:
 - (i) not:
 - (A) subcontract the performance of the whole of the Mobilisation and Transition In Services or Services; or
 - (B) other than in the case of the Key Subcontractors, and only then in relation to the Mobilisation and Transition In Services and/or Services allocated to them in Schedule 7, subcontract the performance of any of the Mobilisation and Transition In Services or Services without the prior written consent of the

Principal, which consent shall not be unreasonably withheld;
and

- (ii) ensure that each subcontract consented to by the Principal or entered into with a Key Subcontractor contains:
 - (A) all relevant clauses from this Agreement on no less onerous terms than those set out in this Agreement (including a clause equivalent to clause 33.5);
 - (B) no right to subcontract or assign the Subcontractor's rights, or transfer the Subcontractor's obligations, without obtaining the Principal's and the Contractor's prior written consent;
 - (C) provisions which allow the Contractor to terminate the subcontract for convenience if this Agreement is terminated by the Principal in accordance with clause 36.4 and without payment other than the Subcontractor's direct costs referable to that termination; and
 - (D) provisions which require the Subcontractor to take steps to minimise such costs resulting from any termination in accordance with clause 21(a)(ii)(C).
- (b) If the Contractor subcontracts any part of the Mobilisation and Transition In Services or Services, the Contractor agrees that, if requested by the Principal, it will obtain from the relevant Subcontractor a subcontractor deed in a form reasonably acceptable to the Principal for the direct performance of the subcontracted works in favour of the Principal in circumstances where this Agreement is terminated or the Principal exercises its step in rights under clause 39.
- (c) Notwithstanding this clause 21 and any subcontract or approval to subcontract work, the Contractor remains bound by its obligations under this Agreement and will be liable for all acts, omissions and defaults of its Subcontractors and any other persons performing work in relation to this Agreement on its behalf as if such acts, omissions or defaults were its own acts, omissions or defaults.

22. LOCAL INDUSTRY PARTICIPATION

- (a) The Contractor must:
 - (i) ensure that for the duration of the Term:

- (A) the local industry resources set out in Schedule 23 are employed in the provision of the Mobilisation and Transition In Services and Services in accordance with that schedule; and
 - (B) local industry groups are informed as early as possible of any contract opportunities to be made available by the Contractor in respect of this Agreement; and
- (ii) not replace, allow to lapse or stand down any such resource unless it has the prior written consent of the Principal, such consent not to be unreasonably withheld.
- (b) If the Contractor fails to comply with this clause 22, the failure of the Contractor will be a material breach for the purposes of clause 36.5(a).

23. AD HOC SERVICES

23.1 Request for or Direction to perform Ad Hoc Services

The Principal may from time-to-time request that the Contractor perform certain Ad Hoc Services by providing the Contractor with a written notice setting out the nature of the requested Ad Hoc Services (***Ad Hoc Services Request***).

23.2 Preparation of Ad Hoc Services Response

- (a) Within the time identified in the relevant Ad Hoc Services Request and if no such time is identified, within five days after receiving the relevant Ad Hoc Services Request, the Contractor must, at its own cost, prepare and submit to the Principal a proposal in relation to the relevant Ad Hoc Services Request on the basis of the Ad Hoc Services Rates (***Ad Hoc Services Response***).
- (b) An Ad Hoc Services Response must set out in sufficient detail:
 - (i) an outline of the respective responsibilities of the parties in performing the relevant Ad Hoc Services;
 - (ii) details of any proposed testing associated with performing the relevant Ad Hoc Services and any acceptance procedure and criteria relevant to those Ad Hoc Services;
 - (iii) the cost of performing the proposed Ad Hoc Services:
 - (A) by applying the Ad Hoc Services Rates (where relevant); and
 - (B) with the exception of any “call out” fee set out in Schedule 5, costing work performed on site only;

- (iv) the time within which the Ad Hoc Services will be performed; and
 - (v) the implications (if any) of performing the Ad Hoc Services on the other provisions of this Agreement.
- (c) The Contractor must prepare each Ad Hoc Services Response at its own cost except where the Contractor demonstrates to the reasonable satisfaction of the Principal that significant design work and additional resources are required to investigate and prepare a particular Ad Hoc Services Response. In all such cases, prior to the Contractor commencing any such work, the parties will negotiate in good faith a reasonable amount payable by the Principal to the Contractor in respect of the Contractor's costs relating to such design work based on the relevant Ad Hoc Services Rates.

23.3 Performance of Ad Hoc Services

- (a) Following the receipt of an Ad Hoc Services Response, the Principal may at its sole discretion:
- (i) accept the Ad Hoc Services Response, in which case the parties will sign and date the Ad Hoc Services Response and the Contractor must provide the Ad Hoc Services in accordance with the Ad Hoc Services Response and this Agreement;
 - (ii) require that the parties negotiate in good faith with a view to agreeing the requested Ad Hoc Services Request; or
 - (iii) reject the Ad Hoc Services Response.
- (b) If the:
- (i) Principal fails to accept or reject an Ad Hoc Services Response; or
 - (ii) parties fail to agree the requested Ad Hoc Services Request,
- in each case within twenty days after receipt of the relevant Ad Hoc Services Response, then the Contractor must not perform the Ad Hoc Services sought in the Ad Hoc Services Request.

23.4 Directing Routine Ad Hoc Services

- (a) Notwithstanding the remainder of this clause 23, if the parties agree, acting reasonably, that:

- (i) the performance of certain Ad Hoc Services will have no adverse impact on the Contractor's ability to satisfy any other provision of this Agreement;
- (ii) the agreed Ad Hoc Services Fee for the Contractor to perform the relevant Ad Hoc Services is less than \$2,000 (ex GST); and
- (iii) the Ad Hoc Services Fees incurred in the relevant month to date under this clause 23.4 are less than \$20,000 (ex GST),

the Principal's Representative (or its nominee) may orally or otherwise direct the Contractor to perform the relevant Ad Hoc Services and the Contractor must comply with that Direction without needing to first prepare an Ad Hoc Services Response.

- (b) If the Contractor purports to perform Ad Hoc Services pursuant to clause 23.4(a) however, the performance of the relevant Ad Hoc Services is not in accordance with clauses 23.4(a) – (c):
 - (i) the Contractor must perform the relevant Ad Hoc Services and all other relevant obligations in order to satisfy all relevant provisions of this Agreement; and
 - (ii) the Principal will have no liability to the Contractor for any costs incurred by the Contractor:
 - (A) in the case of a breach of clause 23.4(a);
 - (B) in excess of \$2,000 (ex GST) in the case of clause 23.4(b) where clauses 23.4(a) and 23.4(c) have not been breached; and
 - (C) in excess of \$20,000 (ex GST) in the case of clause 23.4(c) where clauses 23.4(a) and 23.4(b) have not been breached.
- (c) When pricing all work performed or Fixed Plant and Equipment or parts supplied under this clause 23.4, the Contractor must not include any amount on account of the Contractor's costs associated with managing the performance of such work or the supply of such Fixed Plant and Equipment or parts.
- (d) Where the Principal's Representative (or any of its nominees) orally or otherwise directs the Contractor to perform certain Ad Hoc Services in accordance with clause 23.4(a), the Principal Representative (or its nominee) must confirm that direction in writing (which includes by email) to the

Contractor's Representative within forty eight hours after it issues the oral direction.

24. SERVICES VARIATIONS

24.1 Requesting a Services Variation

The Principal may give the Contractor a written notice requesting that the Contractor undertake a variation to the Mobilisation and Transition In Services or Services and setting out the details of the proposed Services Variation (***Variation Request***).

24.2 Preparation of a Variation Proposal

- (a) The Contractor:
 - (i) must, within ten Business Days after receipt of a Variation Request (or such other time as may be agreed by the parties in writing), at its own cost prepare and submit to the Principal a proposal in relation to the proposed Services Variation (a ***Variation Proposal***); and
 - (ii) may, at any time during the Term, at its own cost prepare and submit to the Principal a proposal in relation to a proposed Services Variation.
- (b) If the Contractor makes a request for a Services Variation pursuant to clause 24.2(a)(ii), then the Principal may, within twenty Business Days after receipt of the relevant request, advise the Contractor in writing whether it wishes the Contractor to prepare a Variation Proposal in respect of the proposed Services Variation. If the Principal does not advise the Contractor in writing within twenty Business Days after receipt of the request whether it wishes the Contractor to prepare a Variation Proposal, it will be deemed to have rejected the request.
- (c) Each Variation Proposal must set out in sufficient details:
 - (i) a description of the Services Variation;
 - (ii) an outline of the respective responsibilities of the parties in implementing the Services Variation;
 - (iii) the time within which the Services Variation will be commenced;
 - (iv) any specific changes to any Plans that will result from the proposed Services Variation;

- (v) details of any proposed testing associated with implementing the Services Variation and any acceptance procedure and criteria relevant to the Services Variation;
 - (vi) any training, Documentation or plans required as a consequence of the Services Variation;
 - (vii) to the extent the proposed Services Variation has an effect on the Mobilisation and Transition In Services or Services, the cost of the proposed Services Variation and its implications in terms of any proposed change to the time, manner and quantum of payment of the Mobilisation and Transition In Services Fee or Scheduled Payment Amounts (as appropriate), accepting that, with the exception of any “call out” fee set out in Schedule 5, the Contractor must only include the value of work performed on site when making any such assessment;
 - (viii) the effect of the proposed Services Variation on the Contractor’s ability to continue to comply with this Agreement (including the Threshold Performance Minimums); and
 - (ix) the implications (if any) of the proposed Services Variation on the insurances required to be effected and maintained under clause 35 or whether the Services Variation will require the Contractor to effect and maintain insurances not presently required under this Agreement.
- (d) The Contractor agrees that any proposed change to the Mobilisation and Transition In Services Fee or any Scheduled Payment Amount will be as agreed between the parties or, if there is no such agreement within ten days after receipt of a Variation Proposal by the Principal, then the following order will apply:
- (i) based on the same structure and rates as were used to calculate the original Mobilisation and Transition In Services Fee or Scheduled Payment Amounts (as appropriate), including the Agreed Services Variation Rates; and
 - (ii) reasonable rates determined by the Principal's Representative.
- (e) The Contractor must prepare each Variation Proposal at its own cost.
- (f) If the Contractor fails to submit a Variation Proposal to the Principal in accordance with this clause 24.2 within ten Business Days after receipt of a Variation Request, then:

- (i) the Principal may direct the Contractor to perform the services the subject of the relevant Variation Proposal in accordance with that proposal; and
- (ii) where the Principal does so, the Principal will determine, acting reasonably:
 - (A) the time within and date by which the relevant services will be commenced; and
 - (B) the relevant change, if any, to the Mobilisation and Transition In Services Fee or Scheduled Payment Amount.

24.3 Response to a Variation Proposal

- (a) Subject to the arrangements set out in clause 6, following receipt of a Variation Proposal, the Principal may at its sole discretion:
 - (i) accept the Variation Proposal, in which case the parties will sign and date the Variation Proposal and make any amendments to this Agreement specified in the Variation Proposal and (subject to clause 24.4) the Contractor must provide the Mobilisation and Transition In Services and Services (as appropriate) in accordance with the amended version of this Agreement;
 - (ii) require that the parties negotiate in good faith with a view to agreeing the requested Services Variation; or
 - (iii) reject the Variation Proposal.
- (b) If the:
 - (i) Principal fails to accept or reject a Variation Proposal; or
 - (ii) parties fail to agree the requested Services Variation,in each case within twenty days after receipt of the relevant Variation Proposal, then the Contractor must not implement the proposed Services Variation.

24.4 Effect of Services Variation on performance

The Contractor agrees that:

- (a) if any approved Services Variation will:

- (i) adversely affect the Contractor's ability to meet the Threshold Performance Minimums;
- (ii) involve any amendment to any Approval; or
- (iii) result in a breach of any Law;

the Contractor shall not give effect to the Services Variation or Direction until:

- (iv) the Contractor has notified the Principal of:
 - (A) the matters referred to in clauses 24.4(a)(i) to 24.4(a)(iii); and
 - (B) the proposed changes that are required to the KPIs or otherwise to remove, overcome or otherwise deal with these matters so as to continue to enable the Contractor to comply with this Agreement; and
- (v) the Principal has confirmed the Services Variation after receiving the Contractor's notice under clause 24.4(a)(iv); and
- (b) if the Contractor fails to comply with clause 24.4(a) before giving effect to the relevant Services Variation, then:
 - (i) the Contractor shall be deemed to have warranted to the Principal that the Services Variation does not give rise to any of the matters referred to in clause 24.4(a); and
 - (ii) the Services Variation shall not be taken to limit, restrict or affect in any way the obligations, warranties and liabilities of the Contractor under or in connection with this Agreement.

24.5 Effect of Services Variations on payment amounts

The Contractor acknowledges and agrees that:

- (a) it will only be entitled to an increase in the Mobilisation and Transition In Services Fee or a Scheduled Payment Amount (as appropriate) on account of a Services Variation where the aggregate value of all Services Variations performed in the same calendar year is greater than or is, in the Principal's opinion, likely to be greater than, \$50,000 (ex GST) in the aggregate in the relevant calendar year; and
- (b) where the aggregate value of all Services Variations performed in the same calendar year is greater than or is, in the Principal's opinion, likely to be greater than, \$50,000 (ex GST) in the aggregate in the relevant calendar year,

any adjustment to the Mobilisation and Transition In Services Fee or a Scheduled Payment Amount (as appropriate) will only apply in relation to the amount in excess of \$50,000 (ex GST).

24.6 Omission of Mobilisation and Transition In Services or Services

- (a) If the Principal accepts a Variation Proposal omitting or deleting any of the Mobilisation and Transition In Services or Services or the parties otherwise agree to do so:
 - (i) the Principal may perform the omitted Mobilisation and Transition In Services and/or Services itself or employ or engage a third party to do so;
 - (ii) the Principal will not be liable upon any Claim by the Contractor as a result of any services being omitted or deleted from the Mobilisation and Transition In Services or the Services, whether or not the Principal:
 - (A) performs the omitted Mobilisation and Transition In Services or Services itself;
 - (B) employs or engages a third party to carry out the omitted Mobilisation and Transition In Services or Services; or
 - (C) elects not to have the omitted Mobilisation and Transition In Services or Services carried out or executed; and
 - (iii) the relevant Mobilisation and Transition In Services or Services will be valued in accordance with clause 24.2(d).
- (b) The Contractor acknowledges and agrees that any omission or deletion of Mobilisation and Transition In Services or Services under this clause 24.6 will not constitute a repudiation of this Agreement by the Principal.

25. CONSTRUCTION AND ASSET REPLACEMENT AND MINOR WORKS

25.1 General Construction Works

Subject to clause 25.2, wherever the Contractor performs any Construction Works in the course of providing any Mobilisation and Transition In Services or Services, the additional obligations set out in Schedule 21 will apply to such Construction Works.

25.2 Quotation Construction Works

- (a) Notwithstanding that nothing in this Agreement obliges the Principal to do so, at any time during the Term, the Principal may give the Contractor a written notice requesting that the Contractor provide a written quote to undertake the construction works identified in that notice (**Quotation Construction Works**) on the terms set out in the Pro Forma Contract or any other form of contract proposed by the Principal (**Works Request**).
- (b) The Contractor must, within the period specified in the relevant Works Request and at its own cost, prepare and submit to the Principal a quotation in relation to the relevant Quotation Construction Works that:
 - (i) where the relevant Quotation Construction Works are to be performed by the Contractor or a Related Body Corporate of the Contractor, uses rates that are no less favourable to the Principal than the Ad Hoc Services Rates or, where there are no relevant Ad Hoc Services Rates, rates determined by the Contractor acting reasonably;
 - (ii) where the relevant Quotation Construction Works are to be performed by an entity other than the Contractor or a Related Body Corporate of the Contractor:
 - (A) attaches complete copies of the three best quotes received by the Contractor to perform the Quotation Construction Works (including a detailed breakdown of all relevant labour and materials); and
 - (B) applies a margin that is no greater than 8.70%;
 - (iii) sets out all other information needed to populate all unpopulated sections of the Pro Forma Contract or other proposed contract; and
 - (iv) includes all other information reasonably requested by the Principal, (**Works Quotation**).
- (c) Following the receipt of a Works Quotation, the Principal may at its sole discretion:
 - (i) accept the Works Quotation, in which case the parties will populate and execute the Pro Forma Contract accordingly (or such other form of contract agreed by the parties where the Pro Forma Contract was not proposed by the Principal in the relevant Works Request) and the

Contractor must provide the Quotation Construction Works in accordance with the executed contract;

- (ii) require that the parties negotiate in good faith with a view to agreeing the terms on which the Contractor will perform the Quotation Construction Works; or
- (iii) reject the Works Quotation and, if the Principal elects to do so at its absolute discretion, have some or all of the Quotation Construction Works performed by a third party.

25.3 Asset Replacement and Minor Works

- (a) Notwithstanding that nothing in this Agreement obliges the Principal to do so, at any time during the Term, the Principal may give the Contractor a written notice requesting that the Contractor provide a written quote to undertake the asset replacement or minor works identified in that notice (**Asset Replacement and Minor Works**) on the terms proposed by the Principal (**Replacement Request**).
- (b) The Contractor must, within the period specified in the relevant Replacement Request and at its own cost, prepare and submit to the Principal a quotation in relation to the relevant Asset Replacement and Minor Works that:
 - (i) outlines the respective responsibilities of the parties in performing the relevant Asset Replacement and Minor Works;
 - (ii) details any proposed testing associated with performing the relevant Asset Replacement and Minor Works and any acceptance procedure and criteria relevant to those Asset Replacement and Minor Works;
 - (iii) attaches complete copies of the three best quotes received by the Contractor to perform the relevant Asset Replacement and Minor Works (including a detailed breakdown of all relevant labour and materials);
 - (iv) applies a margin that is no greater than 8.70%;
 - (v) specifies the time within which the Asset Replacement and Minor Works will be completed;
 - (vi) specifies the implications (if any) of performing the relevant Asset Replacement and Minor Works on the other provisions of this Agreement; and
 - (vii) includes all other information reasonably requested by the Principal,

(Replacement Quotation).

- (c) Following the receipt of a Replacement Quotation, the Principal may at its sole discretion:
 - (i) accept the Replacement Quotation, in which case the parties will sign and date that quotation and the Contractor must complete the relevant Asset Replacement and Minor Works in accordance with the Replacement Quotation and this Agreement;
 - (ii) require that the parties negotiate in good faith with a view to agreeing the requested Replacement Quotation; or
 - (iii) reject the Replacement Quotation.
- (d) If the:
 - (i) Principal fails to accept or reject a Replacement Quotation; or
 - (ii) parties fail to agree the requested Replacement Quotation,in each case within twenty days after receipt of the relevant Replacement Quotation, then the Contractor must not perform the Asset Replacement and Minor Works sought in the Replacement Request.

26. SUSPENSION BY SUBCONTRACTOR PURSUANT TO SECURITY OF PAYMENT LEGISLATION

- (a) If any Subcontractor at any time suspends the provision by it of work, services, materials or other things that form any part of the Mobilisation and Transition In Services or Services pursuant to the Security of Payment Legislation, despite any other provision of this Agreement:
 - (i) the Contractor is not relieved of any of its obligations under this Agreement and the suspension or other action by the relevant Subcontractor does not entitle the Contractor to bring any Claim against the Principal;
 - (ii) the Contractor must immediately provide the Principal with full details of the circumstances giving rise to the Subcontractor's right or alleged right to suspend its provision of the relevant work, service, material or other thing; and
 - (iii) if the Principal becomes aware that a Subcontractor is entitled to suspend or has suspended provision by it of work, services, materials or other things that form any part of the Mobilisation and Transition In

Services or Services pursuant to the Security of Payment Legislation, the Principal may in its absolute discretion pay the relevant Subcontractor such money that may be owing to the Subcontractor in respect of that work, service or material and recover the amount paid by the Principal as a debt due and owing from the Contractor.

- (b) The Contractor indemnifies the Principal against any loss, expense or damage of any nature, including financial loss and legal fees, suffered or incurred by the Principal arising out of:
 - (i) the suspension by a Subcontractor of the provision by it of work, services, materials or other things that form any part of the Mobilisation and Transition In Services or Services pursuant to the Security of Payment Legislation; and
 - (ii) a Subcontractor exercising a statutory lien under the Security of Payment Legislation, over unfixed Plant and Equipment supplied by that Subcontractor for use in performing the Mobilisation and Transition In Services or Services.

27. CHARGES AND PAYMENTS

27.1 Payment Obligation

- (a) The Principal must pay the Contractor for its provision of the Mobilisation and Transition In Services, the Services, any Ad Hoc Services, any Asset Replacement and Minor Works and the Rectification of any Operating Defects for which the Principal is financially liable in accordance with this clause 27, subject to:
 - (i) any deductions made by the Principal in accordance with clause 28; and
 - (ii) any bona fide dispute regarding the Contractor's right to receive part or all of any claimed amount.
- (b) Where a bona fide dispute exists regarding the Contractor's right to receive part or all of a claimed amount, the Principal must pay the undisputed amount in accordance with this clause 27.

27.2 Mobilisation and Transition In Services Fee

- (a) The Contractor must not issue a Tax Invoice in respect of the Mobilisation and Transition In Services Fee and will not otherwise be entitled to claim payment

for its performance of some or all of the Mobilisation and Transition In Services until after the Mobilisation and Transition In Phase ends.

- (b) Subject to the terms of this Agreement, the Principal shall pay any undisputed Mobilisation and Transition In Services Fee claimed by the Contractor in a valid Tax Invoice within thirty days after receipt of the relevant Tax Invoice.
- (c) The Contractor acknowledges and agrees that, subject to clause 27.1:
 - (i) the Mobilisation and Transition In Services Fee is the only amount the Contractor is entitled to claim from the Principal for the provision of the Mobilisation and Transition In Services and any other services (other than those the subject of approved Services Variations) prior to or during the Mobilisation and Transition In Phase; and
 - (ii) the Principal has no obligation to pay the Contractor any amount in excess of the Mobilisation and Transition In Services Fee in respect of the provision of the Mobilisation and Transition In Services and any other services (other than those the subject of approved Services Variations) performed by the Contractor prior to or during the Mobilisation and Transition In Phase.

27.3 Ad Hoc Services, Asset Replacement and Minor Works, Waste Disposal Services Fees, Scheduled Payment Amounts and Rectification Costs

- (a) On the last day of each calendar month during the Term, the Contractor may submit to the Principal one Tax Invoice for and itemising:
 - (i) the relevant monthly Scheduled Payment Amount;
 - (ii) the relevant Waste Disposal Services Fee;
 - (iii) any Ad Hoc Services Fees or Asset Replacement and Minor Works Fees;
 - (iv) any Requested Services Costs; and
 - (v) any costs incurred by the Contractor in rectifying any Operating Defects for which the Principal is financially liable (**Rectification Costs**),

in respect of Services and any Waste Disposal Services, Ad Hoc Services, Asset Replacement and Minor Works or Requested Services performed or Rectification Costs incurred during that month and must submit at the same time as the Tax Invoice, individual statements containing details acceptable to

the Principal of all calculations and substantiation of all amounts claimed in the Tax Invoice for that month, and on a calendar year to date basis.

- (b) Subject to the terms of this Agreement, the Principal shall pay any undisputed Scheduled Payment Amount, Waste Disposal Services Fee, Ad Hoc Services Fee, Asset Replacement and Minor Works Fee, Requested Services Costs and Rectification Costs claimed by the Contractor in a valid Tax Invoice within thirty days after receipt of the relevant Tax Invoice.
- (c) The Contractor acknowledges and agrees that:
 - (i) the monthly Scheduled Payment Amount and any Waste Disposal Services Fee, Ad Hoc Services Fees, Asset Replacement and Minor Works Fees, Requested Services Costs and Rectification Costs are the only amounts to which the Contractor is entitled for the provision of:
 - (A) the Services and any Ad Hoc Services, Asset Replacement and Minor Works and Requested Services in accordance with this Agreement; and
 - (B) any repair works in accordance with clause 11;
 - (ii) the Principal has no obligation to pay the Contractor any amount in excess of the monthly Scheduled Payment Amount, any Waste Disposal Services Fees, Ad Hoc Services Fees, Asset Replacement and Minor Works Fees or Requested Services Costs and any Rectification Costs in respect of:
 - (A) Services and Ad Hoc Services, Asset Replacement and Minor Works or Requested Services performed during the Term; and
 - (B) repair works undertaken in accordance with clause 11; and
 - (iii) where the Mobilisation and Transition In Phase ends on a day that is not the last day of a calendar month, the Scheduled Payment Amount in respect of the month in which the Mobilisation and Transition In Phase ended (the **Pro Rata Payment Amount**) will be calculated by applying the following formula:

$$\text{Pro Rata Payment Amount} = (\text{SPA}/D) \times SD$$

where:

SPA is the Scheduled Payment Amount for the relevant month

- D** is the number of days in the relevant month
- SD** is the number of days on which the Contractor provided Services (after the end of the Mobilisation and Transition In Phase) during the relevant month

27.4 Effect of Payment

Payment, in part or in total, of any part of a monthly Scheduled Payment Amount, Waste Disposal Services Fee, Ad Hoc Services Fee, Requested Services Cost, Asset Replacement and Minor Works Fee or Rectification Cost does not constitute an acceptance by the Principal of the Services or the relevant Waste Disposal Services, Ad Hoc Services, Requested Services, Asset Replacement and Minor Works or repair works and does not amount to a waiver of any right or action which the Principal may have at any time against the Contractor.

27.5 Tax Invoices

- (a) Each Tax Invoice issued by the Contractor under this Agreement must include the Contractor's invoice substantiation data in the form agreed between the parties and set out in Schedule 19.
- (b) The Principal may request such additional information as it thinks reasonable (including Bills of Lading in respect of waste removed as part of the performance of the Waste Disposal Services and Timesheets in respect of Ad Hoc Services, Requested Services, Asset Replacement and Minor Works and any repair works undertaken in accordance with clause 11) to substantiate a Tax Invoice and the Contractor must promptly provide any such additional information to the Principal.

27.6 Payment of Subcontractors

With each Tax Invoice given by the Contractor under clause 27.5, and before the Principal is obliged to make any payment to the Contractor in respect of each Tax Invoice, the Contractor (or, where the Contractor is a corporation, a representative of the Contractor who is in a position to know the facts declared) shall give to the Principal's Representative a statutory declaration in the form set out in Schedule 20.

27.7 Principal's Right to Withhold Money Generally

The Principal may deduct from moneys otherwise due to the Contractor any:

- (a) debt or other money due and payable from the Contractor to the Principal under this Agreement;
- (b) amount claimed for negative Performance Adjustments; and

- (c) amounts previously paid which have not been subject to adjustment in accordance with Schedule 3.

27.8 Indexation

- (a) Within 15 Business Days after each anniversary of 1 October during the Term (other than 1 October 2015), the Principal's Representative must:
 - (i) determine the Scheduled Payment Amounts, Waste Disposal Services Rates, Agreed Services Variation Rates and Ad Hoc Services Rates that will apply for the calendar year in which the determination is made by applying the indexation formulae set out in Schedule 22 to the then current Scheduled Payment Amounts, Waste Disposal Services Rates, Agreed Services Variation Rates and Ad Hoc Services Rates (the **New Rates**); and
 - (ii) notify the Contractor's Representative in writing of the New Rates.
- (b) Once the New Rates are determined by the Principal's Representative in accordance with clause 27.8(a), then they apply as the Scheduled Payment Amounts, Waste Disposal Services Rates, Agreed Services Variation Rates and Ad Hoc Services Rates (as appropriate) for the:
 - (i) twelve months after the preceding anniversary of 1 October; and
 - (ii) purposes of the Principal's Representative calculating the next set of New Rates.

27.9 Final Tax Invoice

- (a) Within sixty days after the end of the Term, the Contractor must submit a Tax Invoice to the Principal which sets out in detail any amounts the Contractor believes it is entitled to be paid under this Agreement, but which it has not previously included in a Tax Invoice (**Final Tax Invoice**).
- (b) Subject to the terms of this Agreement, the Principal shall pay any undisputed amount included in a Final Tax Invoice within thirty days after receipt of the relevant Tax Invoice.
- (c) The issuing of the Final Tax Invoice by the Contractor is conclusive evidence that all amounts owing to the Contractor under this Agreement have been paid to the Contractor except for those amounts set out in the Final Tax Invoice.
- (d) The Contractor's liability under this Agreement or otherwise is not affected by the issuing of the Final Tax Invoice and any payment made by the Principal in response to it.

27.10 Trade and Volume Discounts

Notwithstanding that, subject to clause 27.8, the charges and rates set out in Schedules 4 and 5 are fixed, if the Contractor obtains the benefit of any trade or volume based discount during the course of providing the Mobilisation and Transition In Services or Services or performing any repair works in accordance with clause 11, such that the cost to it of providing the relevant services or works is less than its previously budgeted for cost, the Contractor must:

- (a) pass on any such discount to the Principal in full; and
- (b) specifically identify the value of the relevant discount in the relevant Tax Invoice.

28. KPI AND PERFORMANCE ADJUSTMENTS

28.1 No claim as to enforceability

The Contractor acknowledges and agrees that the KPIs, Threshold Performance Minimums, Performance Measurement Rules and Performance Adjustments have been carefully negotiated and agrees to exclude and waive any right to the benefit of, to the extent permissible, the application of any legal rule or norm, including under statute, equity or common law, relating to the enforceability of the KPIs, Threshold Performance Minimums, Performance Measurement Rules or Performance Adjustment, or the characterisation of any of these as a penalty.

28.2 Limit of Exposure

The Performance Adjustments are intended to reflect the anticipated diminution in the value of the Services in the event that the Threshold Performance Minimums are not achieved by the Contractor. The Performance Adjustments:

- (a) do not reflect any potential cost, expense, loss, damages, liability or claim (other than any anticipated diminution in the value of the Services) which may arise from or in connection with any failure to achieve the KPIs by the Contractor; and
- (b) are not intended to apply as liquidated damages.

The liability of the Contractor in respect of any cost, expense, loss, damages, liability or Claim which may arise out of or in connection with any failure to achieve the Threshold Performance Minimums is not affected, reduced or otherwise limited to the Performance Adjustments.

28.3 No increases

Subject to clause 27.8, the Contractor acknowledges and agrees that the Scheduled Payment Amounts, Waste Disposal Services Rates, Agreed Services Variation Rates and Ad Hoc Services Rates include amounts for rise and fall and there will be no increases to any Scheduled Payment Amounts, Waste Disposal Services Rates, Agreed Services Variation Rates or Ad Hoc Services Rates during the Term.

28.4 No Adjustment

Given the nature of the KPIs, Performance Adjustments and Primary Objectives, the Contractor agrees that it will not be entitled to any relief or adjustment on account of the Contractor:

- (a) not being able to achieve a Threshold Performance Minimum; or
- (b) being the subject of a Performance Adjustment,

for any cause whatsoever (including lack of access to an Asset or Assets or impediments by third parties), except where such relief is expressly stated to apply in this Agreement.

28.5 Review

- (a) Within fifteen days after each anniversary of the Execution Date (or such other period as may be agreed by the parties in writing), the Representatives shall meet to review the KPIs and the Performance Measurement Rules (**Review Meeting**) with a view to determining whether they are appropriate for providing the desired effect for the Principal (each a **Relevant Factor**).
- (b) The Representatives shall act reasonably in participating in the Review Meeting and considering whether or not to agree to any adjustment or amendment to a Relevant Factor.
- (c) The matters to be discussed and considered at the Review Meeting shall include:
 - (i) the Contractor's performance of the Services in the preceding twelve month period;
 - (ii) the ease, fairness and appropriateness of the manner in which the assessment of the Contractor's performance of the Services has been undertaken having regard to the Performance Measurement Rules;
 - (iii) the Primary Objectives and obligations of the parties under clause 1.2; and

- (iv) any Initiatives implemented or to be implemented.
- (d) The Representatives will seek to agree any adjustment or amendment to a Relevant Factor within thirty days after the Review Meeting (or such other period as may be agreed by the parties in writing).
- (e) If the Representatives fail to agree any adjustment or amendment to a Relevant Factor by the time set out in clause 28.5(d), then the Relevant Factors shall remain unchanged.

29. EXPENSES, TAXES, STAMP DUTIES AND INTEREST

29.1 Expenses

Each party must bear:

- (a) its own costs, including professional costs and disbursements, associated with the preparation and execution of this Agreement and any subsequent consent, agreement, approval or waiver hereunder or amendment thereto; and
- (b) unless this Agreement expressly provides otherwise, the costs associated with performing its obligations under this Agreement.

29.2 Stamp Duties

As between the parties, the Contractor will pay all stamp, registration and similar taxes including fines and penalties (except where the Contractor has not directly or indirectly caused the incursion of any such fine or penalty) payable to or required to be paid by any Authority or determined to be payable in connection with the execution, delivery, performance or enforcement of this Agreement or any payment receipt or other transaction contemplated by it.

29.3 GST

- (a) Words defined in the GST Law have the same meaning in this clause 29.3, unless it is clear that a different meaning is intended.
- (b) In addition to paying the Scheduled Payment Amounts, Mobilisation and Transition In Services Fee, any Waste Disposal Services Fees, Ad Hoc Services Fees, Requested Services Costs, Asset Replacement and Minor Works Fees or Rectification Costs, the Principal must:
 - (i) pay to the Contractor an amount equal to any GST payable for anything provided or supplied by the Contractor in connection with this Agreement; and

- (ii) make that payment as and when the Principal must pay the Scheduled Payment Amounts, Mobilisation and Transition In Services Fee, Waste Disposal Services Fee, Ad Hoc Services Fee, Requested Services Costs, Asset Replacement and Minor Works Fee or Rectification Costs.
- (c) The Contractor must issue a Tax Invoice (or an adjustment note) to the Principal for any supply for which the Contractor may recover GST from the Principal under this Agreement.
- (d) The Contractor must refund to the Principal any overpayment by the Principal for GST within fourteen days after the Contractor becomes aware of the overpayment.
- (e) If a party has a claim for a cost on which the party must pay GST, the claim is for the cost plus all GST (except any GST for which that party is entitled to an input tax credit).
- (f) The Contractor must provide to the Principal:
 - (i) satisfactory evidence that it is registered or required to be registered for the purpose of GST; and
 - (ii) its Australian Business Number,up until the Contractor has provided its Australian Business Number to the Principal, the Principal is entitled to withhold from any payment made to the Contractor such amounts as are required for the Principal to comply with the provisions of the *Taxation Administration Act 1953* (Cth) and related legislation.

30. INTELLECTUAL PROPERTY RIGHTS

30.1 Ownership of Intellectual Property Rights

- (a) Nothing in this Agreement affects the ownership of Background IP.
- (b) Ownership of all Foreground IP arising out of this Agreement vests on its creation in the Principal and the Contractor shall do all things necessary to vest any such Foreground IP in the Principal.

30.2 Licence to the Principal

The Contractor grants to the Principal a perpetual, irrevocable, non-exclusive and paid-up licence (including, without limitation, a right to sub-licence and disclose to any third party) for the Principal and its Personnel to use and adapt all Background IP:

- (a) in the delivery of services similar or equivalent to some or all of the Mobilisation and Transition In Services or Services for or by the Principal;
- (b) to continue to provide the Services following the end of the Term; and
- (c) as required by the Principal for the improvement, management, performance or enhancement of the Services and any Asset and the achievement of the Primary Objectives.

30.3 Licence to the Contractor

Where:

- (a) the Principal owns Intellectual Property Rights and a licence of such Intellectual Property Rights is necessary in order for the Contractor to perform its obligations under this Agreement;
- (b) it is reasonably practicable for the Principal to do so; and
- (c) the Contractor issues to the Principal a written notice stating that the Contractor requires such a licence in order to perform its obligations under this Agreement,

promptly after receiving the written notice, the Principal must grant to the Contractor, or procure the granting of to the Contractor, a non-exclusive and paid up licence for the Contractor and its Personnel to use any requested Intellectual Property Rights to the extent necessary for the Contractor to perform its obligations under this Agreement.

31. CONFIDENTIALITY & PUBLICITY

31.1 General Restriction

Subject to clause 31.3, the Contractor will not, at any time, whether before or after the expiration or sooner determination of the Term, without the prior written consent of the Principal, such consent not to be unreasonably withheld, divulge or suffer or permit its Personnel to divulge to any person (other than to their Personnel who require such information to enable them to properly carry out their duties under this Agreement) any of the contents of this Agreement or any Confidential Information.

31.2 Publicity

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

- (a) not make any comment or issue any information, publication, document or article for publication concerning the Mobilisation and Transition In Services,

Services, the Principal (including its Personnel) or this Agreement in any media without the prior written approval of the Principal; and

- (b) refer to the Principal's Representative any enquiries concerning the Mobilisation and Transition In Services, Services, the Principal (including its Personnel) or this Agreement from any media.

31.3 Exceptions

The restrictions imposed by clause 31.1 will not apply to the disclosure of any Confidential Information:

- (a) which is now or hereafter comes into the public domain through no default of the Contractor or its Personnel or which is obtainable with no more than reasonable diligence from sources other than the parties;
- (b) which is required to be disclosed by Law or the Listing Rules of the Australian Stock Exchange Limited;
- (c) to or by any governmental agency or Minister for any legitimate government purpose or process including pursuant to the GIPA Act;
- (d) to a court, arbitrator or administrative tribunal in the course of proceedings before it or him to which the Contractor is a party or to an expert in the course of any determination by him to which the Contractor is a party; or
- (e) which, in the reasonable opinion of the Contractor, is required to be disclosed to:
 - (i) any prospective lender to the Contractor;
 - (ii) any insurer in respect of the insurances required to be held under this Agreement; or
 - (iii) any of the Contractor's or Principal's Personnel, professional advisers and consultants or any other party to whom disclosure is reasonably necessary to enable the parties to comply with their obligations under this Agreement,

provided that the Contractor first obtains (and enforces if required by the Principal) an undertaking from each such person to comply with clause 31.1 as if it applied to them directly.

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

- (a) Subject to any ongoing right to use Confidential Information under this Agreement, immediately upon the termination or expiration of this Agreement or on request by the Principal, the Contractor must immediately return to the Principal, destroy or, in the case of machine readable records, delete all Confidential Information of the Principal in the Contractor's possession or control.
- (b) When the Contractor has complied with its obligations under clause 31.4(a), it must certify to the Principal in writing that all such Confidential Information has been returned, destroyed or deleted.

31.5 Right to injunctive relief

The Contractor acknowledges and agrees that monetary damages may not be a sufficient remedy for a breach of its obligations under this clause 31, and that the Principal will be entitled, without limiting any of its other rights or remedies, to such injunctive relief as may be deemed proper by a court of competent jurisdiction if any such breach occurs.

32. REPRESENTATIONS AND WARRANTIES

32.1 Representations and Warranties by the Contractor

The Contractor makes the following continuing representations and warranties for the benefit of the Principal on each day of the Term:

- (a) it has in full force and effect all Approvals necessary to enter into and perform its obligations under this Agreement;
- (b) this Agreement does not violate any Law or any Approval held by the Contractor or any contract, order or award binding on the Contractor;
- (c) it is not aware of any act, matter, thing or circumstance by reason of which it is not able to perform its obligations under this Agreement;
- (d) if it is a corporation, it is a corporation limited by shares for the purposes of the *Corporations Act 2001* (Cth);
- (e) it does not enter into this Agreement in the capacity as trustee of a trust on settlement;
- (f) prior to entering into this Agreement, it carried out all investigations and examinations necessary to ascertain the risks associated with the provision of the Mobilisation and Transition In Services and Services;

- (g) it did not rely upon any representation, information or data made available, or provided to it, by or on behalf of the Principal or the Principal's Personnel in entering into this Agreement;
- (h) it does not rely on any representation or warranty made by or on behalf of the Principal which is not set out in this Agreement, including as to the nature and quantity of the Fixed Plant and Equipment;
- (i) it has satisfied itself as to the appropriateness, suitability and adequacy of the Mobilisation and Transition In Services and Services (including that there are no ambiguities, discrepancies or inconsistencies in or between the Mobilisation and Transition In Services and Services on the one hand and the other parts of this Agreement on the other) to assist the Principal to achieve the Primary Objectives; and
- (j) it will not do or permit to be done anything which might damage the name or reputation of the Principal or its Personnel or result in the Principal or any of its Personnel being unreasonably subjected to adverse public criticism or becoming the subject of any official investigation.

32.2 Conflict of interest and fair dealing

The Contractor makes the following continuing representations and warranties for the benefit of the Principal on each day of the Term:

- (a) No relationship other than as specified in clause 32.2(b) exists between:
 - (i) on the one hand, the Contractor and any of its Personnel; and
 - (ii) on the other hand, any Personnel of the Principal; and
- (b) all family, friendship and commercial relationships between the Contractor and any Personnel of the Contractor on the one hand, and any Personnel of the Principal on the other hand, were disclosed in writing by the Contractor to the Principal prior to the Execution Date.

32.3 Probity warranties

The Contractor makes the following continuing representations and warranties for the benefit of the Principal on each day of the Term:

- (a) it will act honestly and fairly when carrying out its obligations under this Agreement and when dealing with third parties in relation to the carrying out of its obligations under this Agreement;

- (b) it will be ethical and impartial when carrying out its obligations under this Agreement and when dealing with third parties in relation to the carrying out of its obligations under this Agreement; and
- (c) it has effective systems, policies and procedures in place to ensure compliance with this clause 32.3 and all relevant Principal's Policies and Procedures concerning probity and ethics.

33. CONTRACTOR'S INDEMNITY

33.1 Indemnity

The Contractor will indemnify and keep indemnified on demand and by way of continuing indemnity, defend and save harmless, each of the Indemnified Persons from and against all liabilities, damages, losses, penalties, demands, suits, costs, payments, outgoings, expenses (including reasonable solicitor's fees and expenses) and proceedings in respect of or arising out of:

- (a) the Contractor's breach of this Agreement;
- (b) any wilful, unlawful or negligent act or omission of the Contractor or any of its Personnel in performing or failing to perform any or all of the Mobilisation and Transition In Services or Services;
- (c) any breach by the Contractor or any of its Personnel of the Intellectual Property Rights of a third party or any claim by a third party against the Principal or any of its Personnel in respect of any Intellectual Property Rights the subject of this Agreement;
- (d) any breach by the Contractor or any of its Personnel of a duty of confidence owed under this Agreement or at Law;
- (e) any material act of abandonment of some or all of the Mobilisation and Transition In Services or Services by the Contractor or any of its Personnel; or
- (f) any:
 - (i) damage or loss of property (including third party property); or
 - (ii) injury or death,caused or contributed to by the Contractor or any of its Personnel in performing or failing to perform any or all of the Mobilisation and Transition In Services or Services, regardless of whether it arises in connection with negligence or other cause.

33.2 Excluded Loss

- (a) To the full extent permitted by Law, neither party will have any liability (whether arising in contract, tort (including negligence), statute, equity or otherwise) for Excluded Loss, unless, where the liable party is the Contractor:
 - (i) Excluded Loss is recoverable under the insurances required under clause 35; or
 - (ii) but for the Contractor's or one of its Personnel's breach of a policy required under clause 35, would have been recoverable under those insurances.
- (b) **"Excluded Loss"** means any:
 - (i) loss of revenue, use, production, profit, income, business or contract;
 - (ii) financing costs; or
 - (iii) other financial or economic loss or any other special or indirect loss or damage (excluding any Performance Adjustments and any other losses and damages to the extent arising naturally according to the usual course of things from the relevant conduct or breach).

33.3 Principal's acts or omissions

Any amount claimed by an Indemnified Person pursuant to this clause 33 will be reduced proportionally to the extent the loss, damage, liability, claim or expense arises from a negligent act or omission of that Indemnified Person.

33.4 Other beneficiaries

- (a) Without affecting the rights of the parties under this Agreement, where an indemnity in this Agreement is expressed to be given by the Contractor in favour of a person other than the Principal, this Agreement shall operate as a deed poll by the Contractor for the benefit of that person. Such person may rely on, and enforce, each indemnity as a deed made in the person's favour by the Contractor.
- (b) If for any reason a person is unable to rely on, or enforce, an indemnity as contemplated by clause 33.4(a), the Contractor agrees to execute such documents as may be reasonably necessary to give full benefit of the indemnities to the person as contemplated by the indemnities.

33.5 Proportionate liability

- (a) It is agreed that, to the extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to any and all rights, obligations and liabilities arising under or in relation to this Agreement howsoever such rights, obligations or liabilities are sought to be enforced.
- (b) The Contractor further agrees that:
 - (i) in each subcontract into which it enters for the carrying out of its obligations under this Agreement, it will include provisions that, to the extent permitted by law, effectively exclude the operation of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to all rights, obligations or liabilities arising under or in relation to this Agreement howsoever such rights, obligations or liabilities are sought to be enforced; and
 - (ii) it will ensure that each Subcontractor will include in any further contract it enters into with others for the carrying out of its obligations under this Agreement, provisions that, to the extent permitted by law, effectively exclude the operation of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to all rights, obligations or liabilities arising under or in relation to this Agreement howsoever such rights, obligations or liabilities are sought to be enforced.

33.6 Limitation of Liability

Other than in the case of the heads of liability set out in clauses 33.1(b) - 33.1(f) (which are all uncapped), to the extent permitted by Law, the Contractor's maximum aggregate liability to the Principal under this Agreement or any Law is capped at the sum of:

- (a) [REDACTED]; and
- (b) the insurance proceeds recovered or recoverable by the Contractor under the insurances required to be maintained by it in accordance with clause 35.

33.7 No Circularity

- (a) In determining:
 - (i) whether an insurance policy extends to cover the Contractor in respect of any matter referred to in clause 33.6 and the liability (if any) of the Contractor arising out of or in connection with that matter; and
 - (ii) the amount recovered or recoverable by the Contractor under an insurance policy in connection with a matter referred to in clause 33.6,

(together the ***Determinable Matters***), the limitations on the Contractor's liability pursuant to clause 33.2 and 33.6 will be disregarded and it must be assumed that the Contractor has paid in full the amount of its liability to the Principal (unlimited by clause 33.2 or 33.6) in a manner which entitles the Contractor to claim under the relevant insurance policy.

(b) The Contractor waives and disclaims any right or entitlement it may now or in the future have, but for this subclause 33.7(b), to:

- (i) not disregard clauses 33.2 and 33.6, in connection with any determination of the Determinable Matters; or
- (ii) do any of the following:
 - (A) claim or assert (including by way of defence, counter-claim or third party proceeding); or
 - (B) instigate, participate in, consent to, or lend its name to, any action or proceedings of any kind under which it is claimed or asserted (including by way of defence, counter-claim or third party proceeding),

that clauses 33.2 and 33.6 are not to be disregarded in connection with the determination of the Determinable Matters.

(c) The parties agree that clauses 33.7(a) and 33.7(b) may be pleaded in bar to any claim or assertion by:

- (i) the Contractor; or
- (ii) any insurer;

in any Claim to the effect that clauses 33.2 and 33.6 are not to be disregarded as provided in clause 33.7(a).

(d) Notwithstanding anything to the contrary in this clause 33.7, in no circumstances will the Principal be entitled to recover or require the Contractor to recover insurance proceeds pursuant to the insurance policies required to be held under this Contract in excess of the amounts set out in clause 35.

34. CONTRACTOR'S UNCONDITIONAL UNDERTAKING AND PARENT COMPANY GUARANTEE

34.1 Unconditional Undertaking

- (a) Within two days after the Execution Date, the Contractor must provide the Principal with an unconditional and irrevocable undertaking to pay:
 - (i) in the amount of [REDACTED];
 - (ii) in the form set out in Schedule 18;
 - (iii) in favour of the Principal; and
 - (iv) from a commercial bank with a credit rating of no less than A – (Standard and Poors), A3 (Moody's) or A – (Fitch) and a retail branch in Newcastle.
- (b) In addition to the requirements set out in clause 34.1(a):
 - (i) the initial Unconditional Undertaking provided by the Contractor must have an expiry date that is no sooner than the date that is ninety days after the date on which the Initial Period is due to expire;
 - (ii) if the option set out in clause 3(b)(i) is exercised by the Principal, the initial Unconditional Undertaking provided by the Contractor must be replaced with a new Unconditional Undertaking no sooner than the date that is sixty days prior to the expiry of the Initial Period and have an expiry date that is no sooner than the date that is fifteen months after the date on which the Initial Period expires; and
 - (iii) if the option set out in clause 3(b)(ii) is exercised by the Principal, the Unconditional Undertaking provided by the Contractor in accordance with clause 34.1(b)(ii) must be replaced with a new Unconditional Undertaking no later than the date that is sixty days prior to the date on which the Term is otherwise due to expire and have an expiry date that is no sooner than the date that is twenty seven months after the date on which the Initial Period expired.
- (c) The Principal may have recourse to any Unconditional Undertaking if:
 - (i) it has an entitlement to moneys due under or in connection with this Agreement;

- (ii) the Contractor is in breach or default of any of its material obligations under this Agreement and has not rectified or remedied that breach or default in accordance with clause 36.5;
 - (iii) an Event of Insolvency occurs in relation to the Contractor;
 - (iv) the Contractor fails to provide a replacement Unconditional Undertaking in accordance with clause 34.1(b)(ii) or 34.1(b)(iii) and the cash proceeds of that recourse will be treated as security for the purposes of this clause 34.1; or
 - (v) the Contractor fails to renew the Unconditional Undertaking in accordance with clause 34.1(g).
- (d) The Principal is not required to give the Contractor any notice of its intention to have recourse to any Unconditional Undertaking.
- (e) The Contractor must not take any steps to injunct or otherwise restrain:
 - (i) the issuer of any Unconditional Undertaking from paying the Principal pursuant to the relevant Unconditional Undertaking;
 - (ii) the Principal from making a demand under any Unconditional Undertaking or receiving payment under any Unconditional Undertaking; or
 - (iii) the Principal from using the proceeds of any Unconditional Undertaking.
- (f) In the event the Principal receives payment under an Unconditional Undertaking, the Principal may give the Contractor written notice to provide it with another Unconditional Undertaking equal to the amount of the payment received by the Principal under the relevant Unconditional Undertaking.
- (g) Within four days after receipt of the notice referred to in clause 34.1(f), the Contractor must give the Principal another Unconditional Undertaking in the amount specified in the notice and in the form set out in Schedule 18.
- (h) Subject to any claim or recourse the Principal may have in relation to any Unconditional Undertaking, the Principal must return the unused portion of:
 - (i) each Unconditional Undertaking provided by the Contractor at the same time as the Contractor provides the Principal with a replacement Unconditional Undertaking in accordance with this Agreement; and

- (ii) the Unconditional Undertaking in place at the end of the Term within three months after the end of the Term.
- (i) The Principal is not obliged to pay the Contractor interest on any Unconditional Undertaking or the proceeds of any Unconditional Undertaking.
- (j) If the Principal makes a demand on any Unconditional Undertaking, it does not hold the proceeds on trust for the Contractor.

34.2 Parent Company Guarantee

Within two days after the Execution Date, the Contractor must provide the Principal with the Parent Company Guarantee executed by the Guarantor (***Parent Company Guarantee***).

35. INSURANCE

35.1 Obligation to insure

- (a) Other than in the case of the professional indemnity insurance required under clause 35.1(a)(iii), which must be maintained by the Contractor for at least seven years after the end of the Term, the Contractor must effect and maintain the following insurances for the duration of the Term:
 - (i) public liability insurance to cover loss of or damage to property or injury or death to persons arising out of or in connection with this Agreement with a limit of indemnity of at least \$50 million for each and every occurrence;
 - (ii) product liability insurance to cover loss of or damage to property or injury or death to persons arising out of or in connection with this Agreement with a limit of indemnity of at least \$25 million for each occurrence and in the aggregate;
 - (iii) professional indemnity insurance:
 - (A) which shall cover any breach of a duty owed in a professional capacity by the Contractor or its Personnel in relation to the Mobilisation and Transition In Services and/or Services; and
 - (B) with a limit of liability per claim and in the aggregate annually of not less than \$10 million (plus provision for one automatic reinstatement for any unrelated claims (being any claims other than a claim made by the same person in respect of the same event) for any one period of insurance);

- (iv) property insurance to cover the Contractor's risk of loss in or damage to any Consumables and Plant and Equipment which shall be for an amount not less than their full replacement value;
- (v) third party property damage motor vehicle insurance for an amount of at least \$20 million for any one claim which covers the Contractor in respect of all motor vehicles belonging to or under the physical or legal care, custody or control of the Contractor or any of its Personnel and that are used in the course of providing the Mobilisation and Transition In Services or Services;
- (vi) employers' liability and workers' compensation insurance against the liability of the Contractor for death of, or injury to, persons employed by the Contractor in carrying out the Mobilisation and Transition In Services or Services, whether under statute or common law; and
- (vii) other insurances required by Law.

35.2 Insurance of Construction Works

- (a) In addition to the insurances required to be taken out under clause 35.1, the Contractor must insure the whole of any Construction Works performed under this Agreement against loss or damage resulting from any cause from the date when the relevant Construction Works are commenced until the Contractor ceases to be responsible for their care.
- (b) Without limiting the generality of the obligation to insure set out in clause 35.2(a), such insurance must cover the Contractor's liability for things in storage offsite and in transit to the Asset at which the Construction Works are taking place, additional costs of demolition and removal of debris and an additional percentage of 10% of the value of the relevant Construction Works to take into account fees of consultants.

35.3 General requirements

- (a) All insurances which the Contractor is required to effect under this Agreement:
 - (i) must be effected with insurers with a rating of no less than A- (Standard and Poors), A3 (Moody's) or A - (Fitch) or as otherwise approved by the Principal in writing;
 - (ii) must be on the terms required by this clause 35.3; and
 - (iii) must contain a term which requires the relevant insurer(s) to give the Contractor thirty days written notice prior to the insurer giving the

Contractor a notice of cancellation, the insurer cancelling the policy at the request of the Contractor or the Contractor allowing the policy to expire and the Contractor must provide a copy of the relevant notice to the Principal as soon as possible after received by the Contractor.

- (b) In the case of the insurances specified in clauses 35.1(a)(i), 35.1(a)(ii), 35.1(a)(iv) and 35.2, the policies must:
 - (i) along with the Contractor, name the Principal as an "insured party" (such that both parties are **Insured Parties**) for all purposes, except the payment of premiums;
 - (ii) provide that there is an insurance contract between the insurer and each Insured Party under the insurance policy, such that:
 - (A) any non-disclosure or representation by one Insured Party does not affect any right of the other Insured Parties under or in relation to the relevant insurance policy;
 - (B) any breach of the relevant insurance policy by one Insured Party does not affect any right of the other Insured Party under the insurance policy;
 - (C) an Insured Party is entitled to claim under the relevant insurance policy in its name and directly against the insurer separately and independently from the other Insured Party; and
 - (D) the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against the other Insured Party.

35.4 Information

- (a) The Contractor must:
 - (i) within two days after the Execution Date;
 - (ii) immediately after receipt of a written request from the Principal at any other time; and
 - (iii) by not later than two days after each anniversary of the Execution Date,

provide to the Principal certificates of currency in respect of each insurance policy required to be held by it under this Agreement.

- (b) The Contractor must notify the Principal immediately upon the occurrence of an event which would or may entitle the Contractor to make a material claim under any insurance policy required to be held under this clause 35 which could materially reduce the available limit of indemnity or involve the Principal.

35.5 Remedy of Default

If any default is made by the Contractor in effecting or maintaining an insurance policy required by this Agreement or if any such insurance policy becomes void or voidable, the Principal may (but is not obliged to) effect or maintain said insurance policy and pay the premium. The costs incurred by the Principal in connection with taking such action will be a debt due and immediately payable from the Contractor to the Principal.

35.6 Enforcement

The Contractor must and must use reasonable efforts to ensure that its Personnel:

- (a) make and diligently prosecute any claim it may have under any insurance policy required by this Agreement, including providing all documents, evidence and other Information requested by the relevant insurer(s);
- (b) not do or permit or omit to do anything which prejudices the insurances required by this Agreement;
- (c) rectify anything which might, if not rectified, prejudice any insurance policy required by this Agreement;
- (d) reinstate any insurance policy required by this Agreement if it lapses;
- (e) not cancel, vary or allow any insurance policy required by this Agreement to lapse;
- (f) immediately notify the Principal of any fact or circumstance or change in circumstances which may prejudice any insurance policy required by this Agreement;
- (g) comply at all times with the terms of each insurance policy required to be held by it under this Agreement; and
- (h) to the extent that it is able to recover under a policy of insurance required to be held under this clause 35 (or could have recovered but for a failure of the Contractor to maintain the required insurances), recover under the relevant policy.

35.7 Notice of Potential Claims

The Contractor shall as soon as practicable upon becoming so aware, inform the Principal in writing of any occurrence in relation to this Agreement that may give rise to a claim under a policy of insurance required by this clause 35 and shall keep the Principal informed of subsequent developments concerning the claim. The Contractor must ensure that all Subcontractors similarly inform the Principal.

36. TERMINATION

36.1 Preservation of Other Rights

If the Contractor breaches (including repudiates) this Agreement, nothing in this clause 36 shall prejudice the right of the Principal to recover damages or exercise any other right or remedy.

36.2 No limitation

This clause 36 does not limit the obligations of the Contractor under any other provision of this Agreement.

36.3 Termination for inadequate performance

- (a) Notwithstanding anything else contained in this Agreement, if:
 - (i) the Contractor's performance of the Services does not meet each of the Threshold Performance Minimums in the month that precedes 19 December 2015; or
 - (ii) the Principal determines during the period between:
 - (A) the third anniversary of the Commencement Date; and
 - (B) the date that is thirty days thereafter,that the Contractor has systematically failed to perform its obligations under this Agreement on account of the Contractor having suffered at least six Performance Adjustments during the period to that date,the Principal may (in its absolute discretion) terminate this Agreement with no less than fifteen days prior written notice to the Contractor.
- (b) If the Principal terminates this Agreement pursuant to clause 36.3(a) the Contractor's only entitlement to payment or any other amount will be for Services performed up to the date of termination and the Contractor will have

no entitlement to any other amounts, and will otherwise have no Claim in respect of that termination.

36.4 Termination for convenience

- (a) The Principal may, by giving the Contractor at least ninety days prior notice in writing, terminate this Agreement for convenience, effective on the date specified in that notice which will be no more than twelve months after the expiration of the ninety day notice period.
- (b) If the Principal exercises its rights under this clause 36.4, it will not be obliged to have nor give the Contractor any reasons or justification for doing so.
- (c) The Principal will not have any liability to the Contractor for any termination under this clause 36.4, other than the payment of the following:
 - (i) the direct costs incurred by the Contractor for demobilising its own employees; and
 - (ii) any costs payable to any Subcontractor as a result of the termination, provided that the Contractor has complied with clause 21(a)(ii)(C), and

provided that, in each case, the Contractor has undertaken all reasonable steps to minimise these costs.

36.5 Termination by the Principal for default

- (a) Notwithstanding clause 36.5(b), the Principal may, by giving the Contractor written notice, terminate this Agreement in whole or in part, effective on the date of the notice, if:
 - (i) the Contractor breaches clause 41.1 or 41.2;
 - (ii) an Event of Insolvency occurs in relation to the Contractor;
 - (iii) the Contractor commits an act of Abandonment;
 - (iv) any representation or warranty given by the Contractor in this Agreement or in any document delivered under this Agreement proves to be untrue in any material respect; or
 - (v) the Contractor or any of its Personnel engages in fraud, collusive or misleading or deceptive conduct.

- (b) The Principal may, by giving the Contractor written notice, terminate this Agreement in whole or in part, effective at the end of the reasonable period specified in that notice, if:
 - (i) the Contractor commits a material breach of this Agreement (other than a breach set out in clause 36.5(a)) and fails to rectify that breach or failure within five Business Days after being required by notice from the Principal to do so;
 - (ii) the Contractor fails to meet the Threshold Performance Minimums for a period of three consecutive months; or
 - (iii) the Principal gives the Contractor written notice of any other failure to comply with this Agreement, requests a plan detailing how the Contractor proposes to remedy the failures (**Performance Rectification Plan**) and the requested Performance Rectification Plan has:
 - (A) not been provided to the Principal within two Business Days after the date of the written request from the Principal or the end of the period specified in the notice (as appropriate);
 - (B) been provided to the Principal within two Business Days after the date of the notice or the end of the period specified in the notice (as appropriate) but been rejected by the Principal;
 - (C) been accepted by the Principal, but not implemented by the Contractor; or
 - (D) been implemented by the Contractor but the Contractor has still failed to rectify the failure notwithstanding any hiatus between the initial failure and the next failure.

36.6 Termination by the Contractor for default

The Contractor may, by giving the Principal written notice, terminate this Agreement in whole or in part, effective at the end of the notice period specified in that notice, if:

- (a) the Principal commits a material breach of this Agreement and fails to rectify that breach within 5 Business Days after being required by notice from the Contractor to do so;
- (b) an Event of Insolvency occurs in relation to the Principal; or
- (c) the Principal engages in fraud, collusive or misleading or deceptive conduct.

36.7 Impact of Dispute Resolution Procedures

The fact that either party requires a matter to be resolved in accordance with the Dispute Resolution Procedures or that a dispute has been referred to the Dispute Resolution Procedures will not affect a party's rights under this clause 36.

36.8 Right to Damages

- (a) Any termination of this Agreement by a party under this clause 36 (other than clause 36.3) will:
 - (i) not in any way prejudice a party's right to make a Claim under this Agreement and either party's right to make a Claim and recover damages for any prior breach of contract by the other party; and
 - (ii) entitle the terminating party to recover such other damages as that party may suffer or incur arising out of the termination of this Agreement.
- (b) If the Principal terminates this Agreement pursuant to clause 36.5, the Principal's rights shall be the same as they would have been at common law had the Contractor repudiated this Agreement and the Principal elected to treat this Agreement as at an end and recover damages, which election the Principal is deemed to have made.

36.9 Survival

- (a) Clauses 5.3, 10, 12, 30 - 38, 44.1, 44.10 and 44.14 and any clause that by its nature is intended to survive, survive the termination or expiry of this Agreement.
- (b) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.
- (c) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.

37. HANDOVER

37.1 Development and update of Handover Services Plan

- (a) In consultation with the Principal, the Contractor must develop and deliver to the Principal in accordance with the timeframe set out in Schedule 8 a plan that addresses the handover items set out in Schedule 8 (the ***Handover Services Plan***).

- (b) The Contractor must, during the Term, review and update the Handover Services Plan in conjunction with the Principal within the timeframes set out in Schedule 8.

37.2 Handover Period

The Handover Period will commence on the earlier of the date on which:

- (a) notice of termination of the whole or any part of this Agreement is given by the Principal or the Contractor; and
- (b) the date that is sixty days prior to the date on which the Term is due to expire,

and will continue until the earlier of three months after the date on which the Handover Period commenced unless the Principal notifies the Contractor earlier that it no longer requires the Contractor to perform the Handover Services.

37.3 Handover

- (a) If directed to do so by the Principal, the Contractor must comply with the Handover Services Plan and perform the Handover Services:
 - (i) during the Handover Period; and
 - (ii) to ensure that there is an effective transition of some or all of the Services to the Principal or its nominee (as appropriate).
- (b) If the Principal appoints a third party to take over the supply of some or all of the Services, the Contractor must also act in accordance with the Handover Services Plan with respect to those Services in relation to that third party.

37.4 No frustration of Handover

The Contractor must not do anything that directly or indirectly avoids, materially prejudices or frustrates the efficient handing over of the performance of the Services to another or other contractor(s) (as appropriate) at the conclusion of the Term

38. DISPUTE RESOLUTION

38.1 Disputes

If any dispute or difference arises between the parties as to any fact, matter or thing arising out of or in connection with this Agreement, then either party may give to the other party a notice adequately identifying the matters the subject of the dispute or difference together with detailed particulars of it (**Notice of Dispute**) and that dispute or difference will be dealt with in accordance with this clause 38.

38.2 Referral to Progress Meeting or Agreement Administration Meeting

Any dispute or difference notified in a Notice of Dispute must be referred to the next Progress Meeting, Agreement Administration Meeting or Strategic Management Meeting for resolution, whichever occurs first.

38.3 Senior Executives Meeting

If the dispute the subject of a Notice of Dispute is not resolved at the next Progress Meeting, Agreement Administration Meeting or Strategic Management Meeting (as applicable), then the Senior Executives must meet separately to attempt in good faith to resolve the relevant dispute or difference within fourteen days after the relevant Progress Meeting, Agreement Administration Meeting or Strategic Management Meeting.

38.4 Mediation

- (a) If the parties fail to resolve the relevant dispute in accordance with clause 38.3 within fourteen days after the first meeting of the Senior Executives, then the dispute shall be submitted to mediation in accordance with the then current Institute of Arbitrators & Mediators Australia (**IAMA**) Mediation and Conciliation Rules.
- (b) The mediator will be a person agreed between and jointly appointed by the parties or, failing such agreement within ten days after the relevant dispute's submission, the mediator shall be nominated by the President of the Law Society of New South Wales upon request by either party and jointly appointed by the parties.
- (c) The parties will each be liable for half of the mediator's costs and fees in respect of any mediation conducted under this clause 38.4.

38.5 Expert Determination

If the parties have not resolved a dispute within twenty Business Days after it is submitted to mediation in accordance with clause 38.4, the dispute will automatically be referred to expert determination in accordance with the following provisions:

- (a) Within five Business Days after the date on which the dispute is referred, the parties must either:
 - (i) agree an appropriate Expert to determine the dispute; or
 - (ii) if the parties fail to agree within this time, request that the President of the Australian Commercial Disputes Centre Limited (**President**)

nominate an Expert to determine the dispute. The President is to be instructed by the parties that the Expert must be:

- (A) of a discipline most closely associated with the dispute; and
 - (B) have suitable qualifications and expertise to resolve the dispute.
- (b) Neither party may challenge or dispute the appointment of an Expert under clause 38.5(a)(ii).
- (c) The Expert must act as an independent expert and not as an arbitrator.
- (d) The Expert determination must be conducted in accordance with the Australian Commercial Disputes Centre Limited Rules for Expert Determination in place at the date of referring the dispute (the **Rules**).
- (e) The parties agree to comply with the Rules and, except in the case of fraud or apparent manifest error on the part of the Expert and the provisions of clause 38.5(g), to be bound by the decision of the Expert.
- (f) If at any time the Expert ceases or refuses to act:
 - (i) the parties shall use all reasonable endeavours to agree on a suitably qualified replacement; and
 - (ii) if the parties are unable to agree on a replacement within seven days after either party gives the other a notice that the Expert has ceased or refused to act, either party may require the President to select a replacement who is willing to determine the dispute.
- (g) The determination of the Expert is final and binding on the parties, except where:
 - (i) the Expert's determination is for an amount in excess of \$500,000; and
 - (ii) either party gives notice to the other of their dissatisfaction with the determination within fourteen days after the date of the determination,in which case, the Expert's decision is not final and binding and either party may commence litigation.

38.6 Summary Relief

Notwithstanding anything else to the contrary in this clause 38, nothing in this Agreement shall prevent a party from bringing court proceedings to enforce payment due under this Agreement or to seek urgent or interlocutory relief.

38.7 Continuance of performance

Despite the existence of a dispute or difference, both parties will continue to perform their respective obligations under this Agreement.

39. STEP IN

39.1 The Principal's Step In Rights

If:

- (a) any material breach of this Agreement or an Event of Default occurs;
- (b) an event occurs or a circumstance arises which renders the Contractor, in the Principal's reasonable opinion, unable to carry out the Mobilisation and Transition In Services or Services (as appropriate) in material accordance with this Agreement; or
- (c) an Incident occurs which, in the Principal's reasonable opinion, the Contractor is unable to overcome and which will or does materially affect the safety of people, property or the environment,

(each a **Step In Event**),

then the Principal may, by written notice to the Contractor, undertake any or all of the Mobilisation and Transition In Services or Services (as appropriate), otherwise exercise any of the Contractor's rights or obligations under this Agreement and take such actions as are necessary to address the Step In Event (**Step In Rights**).

39.2 Actions following exercise of Step In Rights

- (a) For the purposes of exercising the Step In Rights:
 - (i) the Principal is not obliged to make any further payments to the Contractor for the Mobilisation and Transition In Services or Services (as appropriate) in respect of which the Principal has exercised the Step In Rights;
 - (ii) the Principal may use third parties to carry out and complete the whole or any part of the Mobilisation and Transition In Services or Services the subject of the Step In Rights;
 - (iii) the Principal will be entitled to act as the Contractor's agent under all contracts entered into by the Contractor that are necessary for the Principal to exercise the Step In Rights;

- (iv) the Principal may:
 - (A) give reasonable instructions to relevant Contractor's Personnel (and the Contractor must ensure that such requests are complied with); and
 - (B) contract with any or all of the Subcontractors engaged by the Contractor in respect of the relevant Mobilisation and Transition in Services or Services (as appropriate),

as is reasonably required by the Principal to exercise the Step In Rights and to manage the performance of the obligations of the Contractor under this Agreement for so long as the Principal exercises the Step In Rights.

- (b) The Contractor shall provide the Principal with any and all assistance requested by the Principal in order to exercise the Step In Rights, including:

- (i) the provision of copies of all Plans and relevant manuals;
- (ii) access to relevant Consumables and Plant and Equipment; and
- (iii) the non-exclusive use of all rights and information available to the Contractor,

reasonably required to enable the Principal or its nominee(s) to exercise the Step In Rights and to manage the performance of the obligations of the Contractor under this Agreement for so long as the Principal exercises the Step In Rights.

39.3 Conclusion of Step In

- (a) Upon giving the Contractor at least five days' prior written notice, the Principal may cease to exercise its Step In Rights, but must in any event cease to exercise its Step In Rights as soon as practicable after:
 - (i) the relevant Step In Event has ceased or been remedied, whether by the Principal or otherwise; and
 - (ii) the Principal (acting reasonably) is satisfied that the Contractor is in a position to perform all of its obligations under this Agreement.
- (b) If the Principal exercises any Step In Right, the Principal may:
 - (i) set-off all costs reasonably incurred and losses reasonably suffered by the Principal in and for the purposes of exercising the relevant Step In

Rights against any amount otherwise due from the Principal to the Contractor under this Agreement (or which may in the future be due under this Agreement); and

- (ii) if the Contractor is still indebted to the Principal following the exercise of the Principal's rights under clause 39.3(b)(i), call on the Unconditional Undertaking in accordance with clause 34 in respect of balance.

39.4 Not Liable

If the Principal exercises any Step In Rights in accordance with this clause 39, the Principal:

- (a) will not be liable for payment of damages or compensation to the Contractor or any of its Personnel in respect of the Principal's exercise of any Step In Rights;
- (b) will not be liable to remedy the relevant Step In Event; and
- (c) will have no liability whatsoever if it fails to cure the relevant Step In Event,

but nothing in this clause 39.4 shall relieve the Principal of liability to the Contractor or its Personnel for loss, damage or liability caused by the wilful default of the Principal or its Personnel during the exercise of any Step In Rights.

39.5 Other Rights

- (a) Recovery of the Principal's costs reasonably incurred and losses reasonably suffered in and for the purposes of exercising the Step In Rights does not affect in any way the Principal's ability to claim damages in accordance with this Agreement.
- (b) Nothing in this clause 39 shall prejudice the Principal's right to recover damages or exercise any other rights or remedy (including the right to terminate) under this Agreement.

39.6 Training

If the Principal exercises its Step In Rights under this clause 39, the Contractor must provide training sessions at the times and to any person nominated by the Principal to ensure that the Principal has the ability to effectively exercise its Step In Rights.

40. FORCE MAJEURE

40.1 Force Majeure Notice

If a party alleges or wishes to claim that an event of Force Majeure has occurred it must give the other party prompt written notice of the event of Force Majeure together with:

- (a) full particulars of the event of Force Majeure;
- (b) details of the obligations affected;
- (c) the action that the party has taken and proposes to take to remedy the situation; and
- (d) where the party issuing the notice is the Contractor, an estimate of the time and costs that the Contractor will incur to remedy the situation.

40.2 Duty to remedy Force Majeure

- (a) Where there is a remedy, the parties must use reasonable endeavours to remedy the effects of an event of Force Majeure promptly, including making any reasonable expenditure of funds which may mitigate or avoid the effects of the event of Force Majeure.
- (b) Where there is not a remedy, subject to compliance with clause 40.1, the obligations of the parties under this Agreement will be suspended to the extent affected by the effects of the event of Force Majeure from the date a party gives the other party written notice under clause 40.1 until cessation of the effects of the event of Force Majeure.

40.3 Cessation of event of Force Majeure

On the cessation of the effects of an event of Force Majeure, the party or parties whose obligations were suspended must:

- (a) promptly give written notice to the other party of the cessation of the effects of the event of Force Majeure; and
- (b) resume performance of the obligations suspended as a result of the event of Force Majeure.

40.4 Extended Force Majeure

- (a) If the effects of an event of Force Majeure continue such that the affected party has been or is unable to comply with a material part of its obligations

under this Agreement for a continuous period of ninety days or more, then the parties agree to meet and negotiate an agreed resolution in good faith.

- (b) If the parties fail to agree a resolution within ten Business Days after the parties' meeting in accordance with clause 40.4(a) (or such other period as may be agreed by the parties in writing), then either party may terminate this Agreement in whole or in part by giving ten Business Days written notice to the other party and, other than any rights accrued as at the date of termination, neither party shall have any liability to the other.

41. ASSIGNMENT AND CHANGE IN CONTROL

41.1 Assignment

- (a) The Contractor shall not assign, novate, mortgage, charge, encumber or otherwise deal with this Agreement or any of its interests, rights and obligations under or in connection with this Agreement without the prior written consent of the Principal, such consent not to be unreasonably withheld, provided that in the case of an assignment or transfer the Contractor first demonstrates to the Principal's reasonable satisfaction that the proposed assignee has the technical and financial capacity to perform this Agreement.
- (b) Subject to clause 41.1(c), the Principal may, in its absolute discretion and without any consent from the Contractor, assign, novate, mortgage, charge, encumber or otherwise deal with this Agreement, any security or any of its interests, rights and obligations under or in connection with this Agreement at any time to any party or parties that assume some or all of the Principal's functions, rights or obligations.
- (c) The Principal will endeavour to give to the Contractor as much prior notice as possible of any direction under clause 41.1(b).
- (d) The Contractor shall, if requested by the Principal, execute an agreement on terms reasonably required by the Principal to give effect to any assignment, novation, charge, mortgage, encumbrance or other dealing contemplated by this clause 41.

41.2 Change in Control

The Contractor must not be the subject of a Change in Control without the Principal's prior written consent, which shall not be unreasonably withheld, if the Contractor can demonstrate that the Change in Control:

- (a) does not adversely affect the financial capacity or technical capability of the Contractor to perform its obligations under this Agreement; and

- (b) does not adversely affect the financial standing or capacity of any entity providing a Parent Company Guarantee or the validity of the Parent Company Guarantee provided under clause 34.2.

42. CORRUPTION PREVENTION

42.1 Corruption Prevention

- (a) The Contractor must ensure that, except as declared to the Principal in writing prior to the Execution Date, no officer or senior manager of the Contractor or any Subcontractor has or is engaged in corrupt conduct as defined by the *Independent Commission Against Corruption Act 1988 (NSW)*.
- (b) If the Contractor or an officer or senior manager of the Contractor or any Subcontractor is found by the Independent Commission Against Corruption to have engaged in corrupt conduct (as defined by the *Independent Commission Against Corruption Act 1988 (NSW)*), the Principal may terminate this Agreement immediately by providing written notice to the Contractor for breach of a material term of this Agreement.

43. OTHER ACKNOWLEDGEMENTS

43.1 Other Acknowledgements

The Contractor acknowledges and agrees that:

- (a) notwithstanding any other provision of this Agreement to the contrary, to the maximum extent permitted by Law, it shall not have, and the Principal shall not be liable for, any Claim:
 - (i) for carrying out the Mobilisation and Transition In Services or Services except as expressly set out in this Agreement;
 - (ii) for restitution based on unjust enrichment or other quantum meruit; or
 - (iii) for any risk, matter or contingency arising out of or in connection with the Mobilisation and Transition In Services or Services (excluding in connection with any breach of contract) for which the Contractor is not expressly entitled to claim under this Agreement; and
- (b) nothing in this Agreement will in any way unlawfully restrict or otherwise unlawfully affect the discretion of the Principal to exercise any of its functions and powers pursuant to any Law.

43.2 Access to Information

Throughout the Term the Principal will give the Contractor, to the extent it is reasonably able and legally entitled to do so, access to all information in the control of the Principal in relation to the Assets as the Contractor may reasonably require to carry out the Mobilisation and Transition In Services and Services.

43.3 Supply of Documents by the Principal

- (a) All Documentation supplied by the Principal to the Contractor shall remain the property of the Principal and the Contractor shall return it to the Principal immediately upon demand in writing. The Contractor shall ensure that such Documentation is not, without the prior written approval of the Principal, used, copied or reproduced for any purpose other than carrying out the Mobilisation and Transition In Services and Services in accordance with this Agreement.
- (b) The Contractor acknowledges and agrees that:
 - (i) any Principal Supplied Information that has been provided to the Contractor prior to or is provided to it during the Term is provided for the Contractor's convenience only;
 - (ii) any Principal Supplied Information (including its accuracy, adequacy, suitability or completeness) has not been in any way, and will not be, relied upon by the Contractor for any purpose (including entering into this Agreement or carrying out the Mobilisation and Transition In Services or Services); and
 - (iii) the Principal does not assume any responsibility or duty of care in respect of or warrant, guarantee or make any representation as to the Principal Supplied Information (including its accuracy, suitability, completeness or adequacy for the purposes of this Agreement).
- (c) The Contractor releases and indemnifies the Principal from and against:
 - (i) any Claim against the Principal by, or liability of the Principal to, the Contractor or any person; or
 - (ii) without being limited by clause 43.3(c)(i), any loss suffered by the Principal,

arising out of or in any way in connection with:

 - (iii) the provision of, or the purported reliance upon, or use of, any Principal Supplied Information by the Contractor or any other person to

whom the Principal Supplied Information is disclosed by the Contractor;

- (iv) any breach by the Contractor of this clause 43.3; or
- (v) the Principal Supplied Information being relied upon or otherwise used by the Contractor or any other person to whom the Principal Supplied Information is disclosed by the Contractor.

44. MISCELLANEOUS

44.1 Notices

- (a) A notice, consent or other communication under this Agreement is only effective if it is in writing, signed, addressed to the party to whom it is to be given and either left at the addressee's address or sent to the addressee by mail, fax or email. If it is sent by:
 - (i) mail, it is taken to have been received:
 - (A) within Australia - three Business Days after it is posted; or
 - (B) to or from a place outside Australia – seven Business Days after posting;
 - (ii) fax, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent, unless this is after 5:00pm, in which case it will be taken to have been received at 9:00am on the next Business Day in the place at which it is received; or
 - (iii) email, at the time when the recipient issues a return email confirming receipt.
- (b) A parties' postal address, fax number and email address are those set out below, or as the person notifies the sender in writing from time-to-time:

Principal

Address: Infrastructure and Facilities Services
University Drive, Callaghan NSW 2308

Fax number: (02) 4921 6515

Email address mark.mazzitello@newcastle.edu.au

Attention: Mark Mazzitello - Contract Manager, Infrastructure
Operations

The Contractor

Address: Level 12
111 Pacific Highway, North Sydney NSW 2060
Fax number: (02) 9464 1156
Email address [REDACTED]
Attention: [REDACTED] – General Manager Facilities
Management

44.2 Amendment

This Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.

44.3 Entire Agreement

All of the agreements and understandings between the parties in respect of the Mobilisation and Transition In Services and Services are embodied in this Agreement, including the schedules to this Agreement and, as and from the Execution Date, such documents will supersede all prior agreements and understandings between the parties in relation to the Mobilisation and Transition In Services and Services.

44.4 No Partnership, Joint Venture or Other Fiduciary Relationship

Nothing in this Agreement will be construed or interpreted as constituting the relationship between the Principal on one hand and the Contractor on the other hand as that of partners, joint venturers or any other fiduciary relationship.

44.5 Waiver

A failure to exercise or enforce or a delay in exercising or enforcing or a partial exercise or enforcement of any right, remedy, power or privilege under this Agreement by either party will not in any way preclude or operate as a waiver of any further exercise or enforcement of it or the exercise or enforcement of any other right, remedy, power or privilege under this Agreement or provided by Law.

44.6 No effect

Notwithstanding anything else contained in this Agreement, the parties obligations set out in clause 1 shall not apply to clauses 36 and 38.

44.7 Further Assurance

The Contractor will at its cost and expense immediately on demand by the Principal perform all such acts and execute all such agreements, assurances and other documents and instruments as the Principal reasonably requires to perfect the rights

and powers afforded, created or intended by the parties to be afforded to or created in favour of that other, by this Agreement.

44.8 Interfaces

Notwithstanding anything else contained in this Agreement, the Contractor shall perform the Mobilisation and Transition In Services and Services in a manner which:

- (a) will not cause any damage to the Assets or any other property; and
- (b) will ensure the safety and health of the Principal's Personnel and the public at large.

44.9 Severability of Provisions

Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions hereof or thereof.

44.10 Counterparts

This Agreement may be executed in a number of counterparts and all such counterparts taken together will be deemed to constitute one and the same agreement.

44.11 Set-Off

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

44.12 Approvals not to affect Contractor's Obligations

The giving of any approval or the making of any Direction or appointment or the exercise of any authority or discretion or the exercise, giving or making of any other matter or thing of any nature hereunder by the Principal or any of its Personnel will not, except where this Agreement expressly provides to the contrary, relieve the Contractor from its obligations under this Agreement.

44.13 Expenses

Each party will bear:

- (a) its own costs, including professional costs and disbursements, associated with the preparation and execution of this Agreement and any subsequent consent, agreement, approval, waiver or amendment; and
- (b) unless the context otherwise provides, the costs associated with the performance of its obligations under this Agreement.

44.14 Governing Law

This Agreement will be governed by and construed in accordance with the Laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Executed as a deed on

2015

Executed as a deed for and on behalf of
The University of Newcastle (ABN 15
736 576 735) by its authorised
representative:

Signature

Signature of witness

Print Name

Print Name

Position

Executed as a deed by **Transfield
Services (Australia) Pty Limited** (ABN
11 093 114 553) in accordance with
section 127 of the *Corporations Act*
2001:

Director Signature

Director/Secretary Signature

Print Name

Print Name

Schedule 1 – Scope of Services

1. Categories of Services

The Services are made up of the following categories of services:

- (a) **Management Services** – the services described in the Management Services Plan;
- (b) **Cleaning Services** – the services described in the Cleaning Services Plan;
- (c) **Waste Management Services** – the services described in the Waste Management Services Plan;
- (d) **Pest Control Services** – the services described in the Pest Control Services Plan;
- (e) **Grounds Maintenance Services** – the services described in the Grounds Maintenance Services Plan;
- (f) **Security Services** – the services described in the Security Services Plan;
- (g) **Logistic Services** – the services described in the Logistics Services Plan;
- (h) **Fixed Plant and Equipment Services** – the services described in the Fixed Plant and Equipment Services Plan;
- (i) **General Building Services** – the services described in the General Building Services Plan; and
- (j) **Engineering Services** – the services described in the Engineering Services Plan.

2. Definitions

In this Schedule 1:

Asset Register means the asset register set out in the Computerised Maintenance Management System.

Cleaning Services Plan means the initial cleaning services plan set out in Schedule 16 which is to be developed into an approved Plan by the Contractor in accordance with clause 9 of this Agreement.

Cleaning Services Schedule means the initial cleaning services schedule set out in the Cleaning Services Plan, which is to be updated and provided to the Principal's

Representative within five days prior to the end of each month during the Term, that sets out when (on a daily, weekly and monthly basis) and where (on a Space Class basis) the Contractor will undertake the Cleaning Services during the next calendar month, taking account of:

- (a) any Special Events scheduled to be held in the relevant month;
- (b) the fact that rooms identified by the Principal as “prayer rooms must not be entered during the times nominated by the Principal from time-to-time ;
- (c) the fact that all planned Cleaning Services at:
 - (i) residential accommodation Assets are to be undertaken between 9:00am and 5:00pm; and
 - (ii) all other Assets are to be undertaken between 3:00am and 8:00am.
- (d) the fact that:
 - (i) all Assets, other than those set out in subclauses (ii) and (iii), are operational fifty weeks per annum (unless otherwise notified to the Contractor by the Principal in writing, they will be closed between 24 December and 7 January in each year of the Term);
 - (ii) the Auchmuty Library, Student Accommodation West Residence and the Life Sciences, Medical Sciences and Biological Sciences Assets housed on the Callaghan Campus and the Information Resources Centre housed on the Ourimbah Campus are all operational fifty two weeks per annum;
 - (iii) all residential accommodation Assets, other than Student Accommodation West Residence, are operational forty six weeks per annum between 1 February and 24 December in each year of the Term;
 - (iv) cleaning of Space Class(es):
 - (A) N, P & Q is to be undertaken weekly at approximately seven day intervals; and
 - (B) R is to be undertaken twice weekly (with at least a three day gap between each clean).
 - (v) the following Cleaning Services are to be undertaken annually at all residential accommodation Assets between 24 December and 1 February:

- (A) deep cleaning of ovens and range hoods;
- (B) mattress sanitisation (including the provision of a “completion card” to the Principal’s Representative in respect of each mattress);
- (C) deep cleans of all carpets and upholstery;
- (D) deep cleaning of Space Classes N, O and T; and
- (E) two deep cleans of Space Class N in Student Accommodation West Residence.

Cleaning Services Standards means the standards identified as such in section 4 of this Schedule 1.

Computerised Maintenance Management System means the computerised maintenance management system operated by the Principal for the management of maintenance tasks.

Engineering Services Plan means the initial engineering services plan set out in Schedule 16 which is to be developed into an approved Plan by the Contractor in accordance with clause 9 of this Agreement.

Engineering Services Schedule means the initial engineering services schedule set out in the Engineering Services Plan, which is to be updated and provided to the Principal’s Representative within five days prior to the end of each month during the Term, that sets out when (on a daily, weekly and monthly basis) and where (on a Utility basis) the Contractor will undertake the Engineering Services during the next calendar month.

Fixed Plant and Equipment Services Plan means the initial fixed plant and equipment services plan set out in Schedule 16 which is to be developed into an approved Plan by the Contractor in accordance with clause 9 of this Agreement.

Fixed Plant and Equipment Services Schedule means the initial fixed plant and equipment services schedule set out in the Fixed Plant and Equipment Services Plan, which is to be updated and loaded onto the Computerised Maintenance Management System by the Contractor within five days prior to the end of each month during the Term, that sets out when (on a daily, weekly and monthly basis) and where (on an Asset basis) the Contractor will undertake the Fixed Plant and Equipment Services during the next calendar month, taking account of all relevant tests and certificates and any proposed Utility interruptions.

Fixed Plant and Equipment Services Standards means the standards identified as such in section 10 of this Schedule 1.

General Building Services Plan means the initial general building services plan set out in Schedule 16 which is to be developed into an approved Plan by the Contractor in accordance with clause 9 of this Agreement
General Building Services Standards means the standards identified as such in section 11 of this Schedule 1.

Grounds Maintenance Services Plan means the initial grounds maintenance services plan set out in Schedule 16 which is to be developed into an approved Plan by the Contractor in accordance with clause 9 of this Agreement.

Grounds Maintenance Services Schedule means the initial grounds maintenance services schedule set out in the Grounds Maintenance Services Plan, which is to be updated and provided to the Principal's Representative within:

- (a) five days prior to the end of each month during the Term, that sets out when (on a daily, weekly and monthly basis) and where (on a zone basis) the Contractor will undertake the Grounds Maintenance Services during the next calendar month; and
- (b) 48 hours prior to implementing any changes during a month

Grounds Maintenance Services Standards mean the standards identified as such in section 7 of this Schedule 1.

ICT System means an information and communications technology system that satisfies the requirements set out in Table 3a.

Logistics Services Plan means the initial logistics services plan set out in Schedule 16 which is to be developed into an approved Plan by the Contractor in accordance with clause 9 of this Agreement.

Logistics Services Standards mean the standards identified as such in section 9 of this Schedule 1.

Management Services Plan means the initial management services plan set out in Schedule 16 which is to be developed into an approved Plan by the Contractor in accordance with clause 9 of this Agreement.

Management Services Schedule means the initial management services schedule set out in the Management Services Plan, which is to be updated and provided to the Principal's Representative within five days prior to the end of each month during the Term that sets out an overview of when (on a daily, weekly and monthly basis) the Contractor will undertake all Management Services during the following month, taking

account of the key dates detailed at <http://www.newcastle.edu.au/current-students/study-essentials/key-dates> and <http://www.newcastle.edu.au/library/access/places-and-spaces>.

Management Services Standards means the standards identified as such in section 3 of this Schedule 1.

Pest Control Services Plan means the initial pest control services plan set out in Schedule 16 which is to be developed into an approved Plan by the Contractor in accordance with clause 9 of this Agreement.

Pest Control Schedule means the initial pest control services schedule set out in the Pest Control Plan, which is to be provided to the Principal's Representative within five days prior to the end of each November during the Term, that sets out when (on a daily, weekly and monthly basis) and where (on an Asset basis) the Contractor will undertake the Pest Control Services during the next calendar year, taking account of the facts that:

- (a) a minimum of two planned pest prevention assessments are to be undertaken by the Contractor each calendar year (one during summer and one during winter at no less than six month intervals); and
- (b) an annual pest inspection of all PC2 Laboratories is to be undertaken by the Contractor (at no less than ten month intervals) and a clearance certificate provided to the Principal upon completion.

Pest Control Services Standards mean the standards identified as such in section 6 of this Schedule 1.

Routine Maintenance Tasks mean the services outlined in section 11 of this Schedule 1.

Space Classes means the space classes identified in Table 2a.

Security Services Plan means the initial security services plan set out in Schedule 16 which is to be developed into an approved Plan by the Contractor in accordance with clause 9 of this Agreement.

Security Services Schedule means the initial security service schedule set out in the Security Services Plan, which is to be provided to the Principal's Representative within five days prior to the end of each month during the Term, that sets out when (on a daily, weekly and monthly basis) and where the Contractor will undertake the Security Services during the next calendar month, taking account of any Special Events to be held in that month and the facts that:

- (a) a 24/7 security service must be provided at the Ourimbah Campus;
- (b) a shuttle bus service must be provided at the Ourimbah Campus to transport Asset users to and from the main campus to the car park and train station between:
 - (i) 9:00am and 10:00pm on Monday to Friday during the first six weeks of the first semester of each year during the Term; and
 - (ii) 5:00pm and 10:00pm on Monday to Friday at all other times (excluding semester breaks);
- (c) security services at the Newcastle CBD campus and surrounding Assets require the provision of one security officer:
 - (i) subject to subclause (iii), between 3:00pm and 7:00am on Monday to Friday;
 - (ii) twenty four hours per day on Saturdays and Sundays; and
 - (iii) twenty four hours per day on public holidays and during semester breaks;
- (d) the Maitland Conservatorium of Music requires security patrols, building warden duties and building reception duties between 4:00pm and 8:00pm on Monday to Friday during all New South Wales gazetted public school terms; and
- (e) the Tamworth Educational Centre require two night time patrols seven days per week between 10:00pm and 5:00am with varied patrol times each night and monitoring and responding to alarms 24 hours a day 7 days a week.

Security Services Standards mean the standards identified as such in section 8 of this Schedule 1.

Service Request mean a request from the Principal (including its Personnel) to the Contractor to carry out certain Services.

Waste Management Services Plan means the initial waste management services plan set out in Schedule 16 which is to be developed into an approved Plan by the Contractor in accordance with clause 9 of this Agreement.

Waste Management Services Schedule means the initial waste management services schedule set out in the Waste Management Services Plan, which is to be updated and provided to the Principal's Representative within five days prior to the end of each month during the Term, that sets out when (on a daily, weekly and

monthly basis) the Contractor will undertake the Waste Management Services during the next calendar month, taking account of:

- (a) any Special Events scheduled to be held in the relevant month;
- (b) the fact:
 - (i) all planned Waste Management Services at residential accommodation Assets are not to be undertaken before 9:00am;
 - (ii) subject to subclause (iii), all recycling and general waste bins (other than 240 litre bins) at all other Assets must be emptied by 8.00am on each Business Day;
 - (iii) all waste bins at the Manning Education Centre and Flett Street Accommodation in Taree, Tamworth Education Centre, Tamworth Student Accommodation Blocks A, B, C, D and E, Amberoo Apartments - Janison Street (Tamworth) and 55 – 65 Elizabeth Street, Sydney are to be moved from the central bin storage areas to the street for council collection to coincide with the relevant council waste collection days; and
- (c) all 240 litre recycling and waste bins must be washed out at least every three months.

Waste Management Standards means the standards identified as such in section 5 of this Schedule 1.

Table 2a – Space Classes

Space Class	Description	Items to be Cleaned
A	Office Accommodation – General Office accommodation of this class is predominantly comprised of single offices for professional and academic staff, but includes some open plan offices and office equipment. This class of area is not accessed by the public or students.	<ul style="list-style-type: none"> - carpets - hard flooring - chairs - desks - doors - walls - low level surfaces - waste bins - computer monitors and keyboards (dust only)
	Reception and Entrance Areas The main reception areas of each Asset comprising a reception desk and open floor area.	<ul style="list-style-type: none"> - brass rails/fixings - seats - desks (Reception) - doors - floors - walls - computer monitors and keyboards (dust only) - phones (dust only) - external areas adjacent to entrance (dust only) - lifts
	Prayer Rooms	<ul style="list-style-type: none"> - floors - walls - doors - seats - waste bins
B	Prestige Office/Meeting Room Offices of senior staff (President, Vice Chancellor, Deputy Vice Chancellors, Directors and Academic Heads of Department), rooms used for meetings and reception of important visitors and associated waiting areas.	<ul style="list-style-type: none"> - carpets - hard flooring - chairs - desks - walls - tables (meeting) - low level surfaces (up to 2.4m) - shelves - waste bins - pictures and art displays - computer monitors and keyboards (dust only) - phones (dust only)

Space Class	Description	Items to be Cleaned
		<ul style="list-style-type: none"> - work surfaces - sinks
C	Staff Kitchens and Common Rooms A common room available for use by staff and/or students which may include an area set aside specifically to provide eating facilities for staff and students other than those living in residences.	<ul style="list-style-type: none"> - floors - doors - appliances - walls - taps - waste bins - work surfaces - sinks
	Parent Rooms These are spaces set aside for parents to look after their children's needs	<ul style="list-style-type: none"> - floors - doors - walls - waste bins - work surfaces - fridges - microwaves
D	Lecture Theatres These are spaces that have fixed seating that is inclined on a "rake" and have a demonstration platform and dais (large desk containing AV equipment and overhead projector).	<ul style="list-style-type: none"> - chairs - dais - floors - walls - low level surfaces (up to 2.4m) - platforms - waste bins - writing surfaces - computer monitors and keyboards - overhead projectors - equipment mounted to the dais
	Seminar and Tutorial Rooms These are teaching rooms with furniture that is not fixed to either the floor or walls. They do, however, have tables and chairs, or tablet chairs, or other suitable furniture that can be moved and re-configured as required. Many also have fixed black or whiteboards and overhead projector screens.	<ul style="list-style-type: none"> - chairs - floors - walls - low level surfaces (up to 2.4m) - tables - waste bins - writing surfaces - computer monitors and keyboards - overhead projectors
	Teaching Workshops These are teaching workshops used for teaching practical skills on wood, metal, plastic, fabric and precious metals.	<ul style="list-style-type: none"> - chairs - floors - walls

Space Class	Description	Items to be Cleaned
		<ul style="list-style-type: none"> - low level surfaces (up to 2.4m) - worktops - waste bins
E	Libraries These are buildings (also referred to as “Integrated Learning and Resource Centres”) that contain bookshelves, study areas, issue desks and in some cases AV and reprographic equipment. They are heavily used areas by staff and students as are the associated toilets and washrooms.	<ul style="list-style-type: none"> - bookcases - shelves - chairs - desks - floors - doors - walls - low level surfaces (up to 2.4m) - tables - waste bins
F	Laboratories These areas consist of teaching and research laboratories with workbenches and are used for experimental purposes..	<ul style="list-style-type: none"> - floors - general waste bins
G	Corridors and Stairwells These areas have varying types of floor finishes and include air locks irrespective of whether they serve a function of primary circulation around the building. They are spaces that provide movement of people or goods within a building and also include external balconies decks and access ramps.	<ul style="list-style-type: none"> - brass rails and fitting - doors - floors - walls - low level surfaces (up to 2.4m) - notice boards - skirting boards - lift interiors - handrails - decks - balconies - access ramps
H	Changing Rooms Amenities with toilets, showers and change rooms	<ul style="list-style-type: none"> - benches and lockers - floors - walls - floor mats - mirrors - shower fixtures - washbasins - vending machines and hand dryers
	Toilets and Washrooms Includes all male, female and accessible	<ul style="list-style-type: none"> - cubicles and partitions - floors

Space Class	Description	Items to be Cleaned
	toilets other than those in the ablutions areas of residences.	<ul style="list-style-type: none"> - walls - mirrors - sinks - sanitary bins - splash backs - urinals and toilets - taps and fittings - waste bins
I	Kitchens The Principal has a contractor for catering services which is responsible for the cleaning of its own equipment however, the Contractor is responsible for the cleaning and upkeep of certain assets within the kitchens	<ul style="list-style-type: none"> - floors - waste bins
	Cafeteria and Dining Facilities An area set aside specifically to provide eating facilities for staff and students other than those living in residences. These areas are heavily used by staff and students and are high traffic areas.	<ul style="list-style-type: none"> - floors - waste bins - low level areas (up to 2.4m)
J	Student Union Bars The Principal operates bars and recreational facilities, including the Bar on the Hill and The Godfrey Tanner Bar.	<ul style="list-style-type: none"> - air vents - counter tops and tables - DJ areas - glass doors - fire exits - floors - low level areas (up to 2.4m) - mirrors - seating - steps and paving - waste bins
K	External Areas and Courtyards These areas are spaces that provide sitting areas or facilitate the movement of people or goods external to buildings.	<ul style="list-style-type: none"> - floors - waste bins - furniture
L	Residential corridors, stairwells, lobbies and balconies These areas have varying types of floor finishes and include air locks irrespective of	<ul style="list-style-type: none"> - brass rails and fitting - doors - floors - walls

Space Class	Description	Items to be Cleaned
	whether they serve a function of primary circulation around the building. They are spaces that provide movement of people or goods within a residential accommodation building and also include external balconies decks and access ramps.	<ul style="list-style-type: none"> - low level surfaces (up to 2.4m) - notice boards - skirting boards - lift interiors - handrails - deck - balconies - access ramps
N	Residential Accommodation Residential apartments are self-contained accommodation facilities with kitchens and bathrooms.	<ul style="list-style-type: none"> - floors - walls - doors - waste bins - furniture - sinks - splash backs - toilets - mirrors - sanitary bins - taps and fittings - kitchens
O	Residential Rooms Residential rooms are occupied as bedroom / studies by a single occupant and do not have individual kitchens or bathrooms.	<ul style="list-style-type: none"> - floors - walls - doors - windows - waste bins - furniture
P	Residential Lounges and Common Areas These are facilities shared by students occupying residential accommodation or rooms and are used as lounge and/or recreational areas.	<ul style="list-style-type: none"> - floors - walls - doors - windows - waste bins - furniture - benches - cupboards
Q	Residential Dining and Kitchens These are dining and kitchen facilities shared by students occupying residential accommodation or rooms They are areas set aside specifically for the storage, preparation and serving of meals	<ul style="list-style-type: none"> - floors - walls - doors - taps - windows - waste bins - furniture

Space Class	Description	Items to be Cleaned
		<ul style="list-style-type: none"> - benches and work surfaces - cupboards - appliances
R	Residential Bathrooms These are bathroom facilities shared by students occupying residential rooms. They contain shower, bath and toilet facilities that are shared by multiple residences.	<ul style="list-style-type: none"> - floors - walls - ceilings - doors - taps and fittings - mirrors - splash backs - sinks - shower - urinals and toilets - sanitary bins - windows - waste bins
S	Residential Laundries These are laundry facilities shared by students occupying residential accommodation or rooms. They contain laundry equipment such as washing machines and dryers and are used by multiple residents.	<ul style="list-style-type: none"> - floors - doors - walls - sinks - waste bins - washing machines - dryers
T	Residential Bathrooms in a Bed / Study Room This is a private bathroom that is in a room that is occupied as a bedroom / study.	<ul style="list-style-type: none"> - floors - doors - ceilings - walls - sinks - mirrors - splash backs - sanitary bins - waste bins - toilets - taps and fittings
U	Residential combined lounges, common areas, dining and kitchens These are combined lounges, common areas, dining and kitchen facilities shared by students occupying residential accommodation or rooms.	<ul style="list-style-type: none"> - floors - walls - doors - waste bins - benches - cupboards

Space Class	Description	Items to be Cleaned
		<ul style="list-style-type: none"> - furniture - taps - sinks - work surfaces - benches - tables - chairs

3. Management Services

The Contractor must undertake the Management Services in accordance with the Management Services Plan (including the Management Services Schedule) so as to ensure that the Management Services Standards and Maximum Rectification Times are complied with at all relevant times at all relevant Assets.

Management Services Standards

Table 3a - ICT System Requirements

Description	Standard
Integration with Computerised Maintenance Management System	<p>Allows the input of detailed and current information into the CMMS in real or near real time for:</p> <ul style="list-style-type: none"> • Service Requests, including the category of the request (i.e. urgent, unplanned or planned and whether the Service concerns cleaning, grounds or Fixed Plant and Equipment) • repair works • Fixed Plant and Equipment maintenance schedule • Tax Invoices, including the category of the relevant work (i.e Scheduled Payment Amount, Ad Hoc Service, Waste Management Services Rates) • asset register changes • asbestos register changes • work flow tracking, including start / finish dates and times • recalls
Functions required for management of Services	<p>Capture, store and share the following information relating to the Services:</p> <ul style="list-style-type: none"> • Service Requests from the CMMS, including a unique reference number for each event • Cancelled Service Requests due to duplications in

Description	Standard
	<p>requests</p> <ul style="list-style-type: none"> • Service Requests (including after-hours Service Request) received via telephone from the Principal's Representative • name and location of person logging query or failure • date and time Service Request logged • location of area affected • nature and type of Service Request • all relevant performance data • time Contractor attended to Service Request • name of person(s) who undertook the response • response time and rectification actions taken • verification of time on site • date and time Service Request completed • close out reports • recalls • warranty details • complaints and follow ups • performance against KPIs
Functions required for Asset Register	<ul style="list-style-type: none"> • accurately record the location and condition of all Fixed Plant and Equipment • record Fixed Plant and Equipment maintenance schedule and update when dates change • maintain it in a format acceptable to the Principal acting reasonably • update condition rating of Fixed Plant and Equipment in accordance with relevant condition ratings (see Table 10a)
Manuals and Plans	ensure that all relevant manuals, drawings and technical specifications are accurate and up-to-date at all times
Patch Updates	ensure that all relevant software patch updates are installed as soon as possible after their release

4. Cleaning Services

The Contractor must undertake:

- (a) the planned cleaning services set out in the Cleaning Services Plan in accordance with that plan (including the Cleaning Services Schedule); and

- (b) any unplanned cleaning services (including cleaning works associated with building works, accidental or deliberate soiling, damage or spillage, flooding or storm damage and graffiti removal) needed from time-to-time,

in each case needed to ensure that the Cleaning Services Standards and Maximum Rectification Times are complied with at all relevant times at all relevant Assets.

Cleaning Service Standards

Area	Included Items	Standard
External features and stairwells	Landings, ramps, stairwells, fire exits, steps, entrances, exits, porches, patios, balconies, eaves, external light fittings and garden furniture	<p>Landings, ramps, stairwells, fire exits, steps, entrances, porches, patios, balconies, eaves and external light fittings are kept free of dust, grit, dirt, leaves, cobwebs, rubbish, cigarette butts and bird excreta at the conclusion of each clean.</p> <p>Handrails are clean and free of stains at the conclusion of each clean.</p> <p>Garden furniture is clean and operational at the conclusion of each clean.</p>
Walls, skirting and ceilings	External walls, interior partitions, interior and exterior light switches, ceiling support beams and trusses	<p>Internal and external walls and ceilings are free of mould, dust, grit, lint, soil, film and cobwebs at the conclusion of each clean.</p> <p>Walls and ceilings are free of marks caused by furniture, equipment or staff at the conclusion of each clean.</p> <p>Light switches are free of fingerprints, scuffs and other marks at the conclusion of each clean.</p> <p>Light covers and diffusers are free of dust, grit, lint and cobwebs at the conclusion of each clean.</p> <p>Polished surfaces are of a uniform lustre at the conclusion of each clean.</p>
Windows internal	Internal surfaces of all windows, double paned windows with venetian blinds, window ledges, all internal and external glass, mirrors and flyscreens	<p>Internal faces of glass are clear of all streaks, spots and marks, including fingerprints and smudges at the conclusion of each clean.</p> <p>Window frames, tracks and ledges are clear and free of dust, grit, marks and spots at the conclusion of each clean.</p>
Windows external	External surfaces of all windows	Up to 2.2m for Premium, Comprehensive and Managed Assets - faces of glass are clear of all streaks, spots and marks, including fingerprints and smudges at the conclusion of each clean.

Area	Included Items	Standard
		Window frames, tracks and ledges are clear and free of dust, grit, marks and spots at the conclusion of each clean.
Doors	Doorknobs, handles and door guides, relief grilles and door plates, door tracks and jams	<p>Internal and external doors and door frames are free of dust, grit, lint, soil, film, fingerprints and cobwebs at the conclusion of each clean.</p> <p>Doors and doorframes are free of marks caused by furniture, equipment or staff at the conclusion of each clean.</p> <p>Air vents, relief grilles and other ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs and other marks at the conclusion of each clean.</p> <p>Door tracks and door jams are free from grit and other debris at the conclusion of each clean.</p> <p>Polished surfaces are of a uniform lustre at the conclusion of each clean.</p>
Hard floors	Vinyl, concrete, wood, linoleum, Parkett, Altro and tiles	<p>All floors are free of dust, grit, litter, marks and spots, water or other liquids at the conclusion of each clean.</p> <p>All floors are free of polish or other build-up at the edges and corners or in traffic lanes at the conclusion of each clean.</p> <p>All floors are free of spots, scuffs or scratches on traffic lanes, around furniture and at pivot points at the conclusion of each clean.</p> <p>Inaccessible areas (edges, corners and around furniture) are free from dust, grit, lint and spots at the conclusion of each clean.</p> <p>Polished or buffed floors are of a uniform lustre at the conclusion of each clean.</p>
Soft floors	Carpet, Flotex and carpet tiles	<p>All floors are free of dust, grit, litter, marks and spots, water or other liquids at the conclusion of each clean.</p> <p>All floors are free of stains, spots, scuffs or scratches in traffic lanes, around furniture and at pivot points at the conclusion of each clean.</p> <p>Inaccessible areas (edges, corners and around furniture) are free from dust, grit, lint and spots at the conclusion of each clean.</p> <p>Where carpets are vacuum cleaned, this is done in accordance with section 5 of Australian</p>

Area	Included Items	Standard
		Standard AS3733.
Ducts and vents	Exterior surface of duct outlets, air vents and grilles, registers, air conditioners, relief grilles, exhaust fans, extraction fans and other ventilation outlets	All ventilation outlets are unblocked and free of dust, grit, soil, film, cobwebs, scuffs and any other marks at the conclusion of each clean.
External areas	Car parks and roads Residential pool furniture	At the conclusion of each clean, each car park and road is free of glass, sticks, leaf litter, etc. All external furniture is free of spots, soil, film, dust, fingerprints and spillages at the conclusion of each clean.
Fixed Plant and Equipment	Chairs, sofas, stools, beds, tables, cupboards, wardrobes, lockers, trolleys, benches, shelves and storage racks, waste/rubbish bins, plants, fire extinguishers, fire alarms, curtains, blinds and drapes	<p>All hard surface furniture is free of spots, soil, film, dust, fingerprints and spillages at the conclusion of each clean.</p> <p>All furniture legs, wheels and castors are free from mop strings, soil, film, dust and cobwebs at the conclusion of each clean.</p> <p>Inaccessible areas (edges, corners, folds and crevices) are free of dust, grit, lint and spots at the conclusion of each clean.</p> <p>All high surfaces are free from dust and cobwebs at the conclusion of each clean.</p> <p>All curtains, blinds and drapes are free from stains, dust, cobwebs, lint and signs of non-use at the conclusion of each clean.</p> <p>All equipment is free of tapes/plastic, etc, which may compromise cleaning at the conclusion of each clean.</p> <p>All furniture has no odour that is distasteful or unpleasant at the conclusion of each clean.</p> <p>All shelves, bench tops, cupboards and wardrobes/lockers are clean inside and out and free of dust, litter or stains at the conclusion of each clean.</p> <p>All internal plants are free of dust and litter at the conclusion of each clean.</p> <p>All waste and recycling bins or containers are clean inside and out, free of stains and mechanically intact at the conclusion of each clean.</p> <p>All fire extinguishers and alarms are free of</p>

Area	Included Items	Standard
		dust, grit, dirt and cobwebs at the conclusion of each clean.
Electrical	Computer equipment, refrigerators, microwaves, dishwashers, dryers, televisions and associated fittings, light fittings, telephones, vending machines, biomedical equipment, laboratory instruments, drinking fountains, tea and coffee making machines, exhaust fans, range hoods, light switches and insect killing devices	<p>All electrical fixtures and appliances are free of grease, dirt, dust, encrustations, marks, stains and cobwebs at the conclusion of each clean.</p> <p>All electrical fixtures and appliances are free from signs of use or non-use at the conclusion of each clean.</p> <p>All relevant hygiene standards are satisfied at the conclusion of each clean where the fixture or appliance is used in food preparation or housed in a parents' room or survival station.</p> <p>All range hoods (interior and exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces at the conclusion of each clean.</p> <p>All motor vents, etc, are clean and free of dust and lint at the conclusion of each clean.</p> <p>All drinking fountains are clean and free of stains and mineral build-up at the conclusion of each clean.</p> <p>All insect killing devices are free of dead insects and are clean and functional at the conclusion of each clean.</p>
Kitchen	Kitchen floors, benches, walls, ceilings, vents, ducts, exhaust and extraction fans, light fittings and switches, doors, door handles, electrical appliances, cooking appliances, trolleys, sinks, cupboards, drawers and shelving, pantries and kiosks	<p>All fixtures, surfaces and appliances are free of grease, dirt, dust, encrustations, marks, stains and cobwebs at the conclusion of each clean.</p> <p>All electrical and cooking fixtures and appliances are free from signs of use or non-use at the conclusion of each clean.</p> <p>All range hoods (interior and exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces at the conclusion of each clean.</p> <p>When cleaning food preparation areas, fixtures or appliances, the requirements of all relevant State and/or local government food safety regulations/codes/plans are satisfied.</p> <p>All motor vents are clean and free of dust and lint at the conclusion of each clean.</p> <p>All refrigerators/freezers are clean and free of ice build-up at the conclusion of each clean.</p>
Toilets and	Toilets, urinals, sinks,	All porcelain and plastic surfaces are free from

Area	Included Items	Standard
amenities	baths, showers, wash basin areas, taps, tap handles, hand dryers, sluices, bath mats, shower curtains and shower/bath rails	<p>smudges, smears, body fats, soap build-up and mineral deposits at the conclusion of each clean.</p> <p>All metal surfaces, shower screens and mirrors are free from streaks, soil, smudges, soap build-up and oxide deposits at the conclusion of each clean.</p> <p>All wall tiles and wall fixtures (including soap and cream dispensers, hand dryers and towel holders) are free of dust, grit, smudges/streaks, mould, soap build-up and mineral deposits at the conclusion of each clean.</p> <p>All shower curtains and bath mats are free from stains, smudges, smears, odours, mould and body fats at the conclusion of each clean.</p> <p>All plumbing fixtures are free from smudges, dust, soap build-up and mineral deposits at the conclusion of each clean.</p> <p>All bathroom fixtures are free from odours that are distasteful or unpleasant at the conclusion of each clean.</p> <p>All polished surfaces are of a uniform lustre at the conclusion of each clean.</p> <p>All consumable items are in sufficient supply at the conclusion of each clean.</p>
Residential rooms	Floors, benches, walls, ceilings, vents, ducts, light fittings and switches, doors, door handles, cupboards, drawers, bed and shelving	All items are cleaned to the required standards set out above at the conclusion of each clean including all desks, drawers, cupboards and bookshelves being free from dust, dirt, marks, stains and cobwebs.
Residential Rooms (Vacate)	Floors, benches, walls, ceilings, vents, ducts, light fittings and switches, doors, door handles, cupboards, drawers, bed and shelving	All items are cleaned to the required standards set out above at the conclusion of each clean including all desks, drawers, cupboards and bookshelves being free from dust, dirt, marks, stains and cobwebs.
General tidiness		All areas cleaned must be left in a tidy and uncluttered state at the conclusion of each clean including ensuring that furniture is maintained in a fashion which allows for cleaning and all fire, access and exit doors are left clear and unhindered.
Odour control		All areas cleaned must be left in a state such that there is no odour which is distasteful or unpleasant and all room deodorisers are clean and functional.

Area	Included Items	Standard
Waste bins	General waste Co-mingled waste	All waste and co-mingled bins must be emptied once they reach 70% capacity or prior if they emit a foul odour.
Sanitary disposal units		All sanitary disposal units must be emptied once they reach 70% capacity or prior if they emit a foul odour and must be fitted with lids that prevent access by rodents and insects.
Pools		All pools must be free of litter, dirt, leaves and debris and have appropriate water quality levels at the conclusion of each clean.

5. Waste Management Services

The Contractor must undertake:

- (a) the planned waste collection services set out in the Waste Management Plan in accordance with that Plan and the Waste Management Schedule; and
- (b) any unplanned waste collection services (including additional waste collection associated with Special Events, e-waste and surplus furniture and equipment) needed from time-to-time,

in each case to ensure that the Waste Services Standards and Maximum Rectification Times are complied with at all relevant times at all relevant Assets.

Waste Service Standards

Area	Standard
Waste Bins	<p>Ensure that whenever a 240 litre waste bin is moved to a central storage area, a replacement waste bin is in place within 30 minutes after the original waste bin is moved.</p> <p>Ensure that where any of the contents of a waste bin is spilt during the course of the Contractor undertaking its activities, the spilt material is collected within 30 minutes after the Contractor becomes aware of the spill.</p> <p>Ensure that when emptying waste bins, general waste is not mixed with recyclable waste.</p> <p>Ensure that all plastic bin liners are phthalates or halogenated plastics free and are made of a minimum of 10 per cent recycled content.</p> <p>Ensure that all 100 bins nominated by the Principal are fitted with appropriate wireless electronic bin sensors that remotely monitor their fullness.</p>

Area	Standard
	<p>Ensure that all bin liners used for general waste are black, bin liners for paper bins are blue and bin liners for co-mingled recycling bins are clear.</p> <p>Ensure that all odorous or soiled bins, except 240 litre waste or 240 litre recycling bins, are wiped and disinfected both on the inside and outside at the conclusion of each clean.</p> <p>Ensure that all bins are emptied prior to them reaching 70% capacity or prior if they emit a foul odour.</p>
Waste Storage Areas	<p>Ensure that all refuse storage areas are at all times:</p> <ul style="list-style-type: none"> - segregated - clean, free from loose litter, malodour, spillages and debris - free from pests and vermin - secured and with access restricted to authorised personnel only - operated so as to minimise the risk of fire

6. Pest Control Services

The Contractor must undertake the planned pest control services set out in the Pest Control Services Plan in accordance with that Plan and the Pest Control Schedule in order to ensure that the Pest Control Services Standards are complied with at all relevant times at all relevant Assets.

Pest Control Service Standards

The Contractor must ensure that at all times during the Term it:

- (a) has in place appropriate systems for the safe and efficient catching, destroying and disposing of pests (adopting safe and humane procedures in all instances);
- (b) has in place insect and rodent control systems that are safe and tamper resistant and in accordance with HACCP; and
- (c) undertakes all work in a manner which reduces to a minimum the risk in terms of pest infestation and damage.

7. Grounds Maintenance Service

The Contractor must undertake:

- (a) the planned ground maintenance services set out in the Grounds Maintenance Services Plan in accordance with that Plan and the Grounds Maintenance Services Schedule; and
- (b) any unplanned grounds maintenance services (including removing and pruning dangerous or crossing tree branches) as needed from time-to-time,

in each case to ensure that the Grounds Maintenance Standards and Maximum Rectification Times are complied with at all relevant times at all relevant Assets.

Grounds Maintenance Service Standards

Element	Standard
General	Ensure that appropriate access to all fire trails is maintained at all times.
Grassed Areas (including sporting areas and playing pitches)	<p>Ensure that at all times:</p> <ul style="list-style-type: none"> - appropriate soil treatment is undertaken to maintain healthy growth - newly grassed areas are uniform in appearance with no bare patches - edges are kept trimmed - weed infestation is eliminated - grass levels are maintained to a uniform length of between: <ul style="list-style-type: none"> - 16mm - 20mm for Ray Watt Oval - 16mm – 25mm for Oval 1 - 20mm – 35mm for Ovals 2, 3, 4, 5 and PE.
Grass - Slashings	<p>At all times:</p> <ul style="list-style-type: none"> - Area 1 identified in the photograph below (Ourimbah Campus) is to be maintained to a uniform length of between 50 and 75 mm - Area 2 identified in the photograph below (Ourimbah Campus) is to be maintained to a uniform length of between 75 and 100 mm - Area 3 identified in the photograph below (Ourimbah Campus) is to be maintained to a uniform length of between 100 and 150 mm. - Area 3 as identified at Tamworth Education Centre must be maintained to a uniform length between 100 and 150 mm
Grassed Sporting Areas and Playing Pitches	<p>All grassed sporting and playing pitches must at all times be:</p> <ul style="list-style-type: none"> - of uniform appearance and with no bare patches - free from weed infestation and foreign matter such as stones, glass

Element	Standard
	<p>and nuts</p> <ul style="list-style-type: none"> - free from pests and disease - adequately drained - marked with lines suitable for their intended use which includes: <ul style="list-style-type: none"> - 2 soccer fields (including 1 half field 10m x 10m grids) and cricket pitches appropriately prepared and marked at Ray Watt Oval - cricket pitches appropriately prepared and marked and 1 rugby union, 1 rugby league, 1 touch football and 1 soccer field at Oval 1 - 1 rugby union and 1 soccer field at Oval 2 - 1 rugby league (including 10m x 10m grids), 1 boundary and 1 baseball at Oval 3 - fitted out with all relevant sporting equipment including goal posts, nets, etc
Artificial Grass / Synthetic Surfaces	<p>All such surfaces must at all times be:</p> <ul style="list-style-type: none"> - free from standing water, ice or hail - free from fallen leaves, moss, algae or interstitial weeds - free from graffiti and vandalism - marked with lines suitable for their intended use - maintained in accordance with the manufacturer's instructions and recommendations
Flower and Garden Beds	<p>All flower and garden beds must at all times be:</p> <ul style="list-style-type: none"> - free from weeds and litter - covered by mulch of a depth of no less than 70mm - free from disease and aphid infestation - replaced as and when necessary to maintain appearance
Trees, Shrubs and Hedges	<p>All trees, shrubs and hedges must at all times be trimmed, pruned and cut in accordance with all relevant Principal's Policies and Procedures and otherwise maintained so as to minimise:</p> <ul style="list-style-type: none"> - the risk of crime and vandalism - the risk of storm and wind damage - the obstruction of lines of sight, lighting and signage

Element	Standard
	<ul style="list-style-type: none"> - the risk of security systems being triggered - the risk to the public - litter
External Areas	All external areas must at all times be free from litter, debris, leaves, hazards and excrement.
Circulation Routes	<p>All paving, paths, driveways, roads, car parks, hard standings, entrances, courtyards and paved areas must at all times be free from:</p> <ul style="list-style-type: none"> - standing water, ice, and hail - fallen leaves, moss algae or interstitial weeds - graffiti and vandalism
External Furniture and Features	<p>All guard rails, copings, statues or ornamental objects, seating, tables, permanent waste bins, fences, barriers and bollards, hydrants, grates and pits must at all times be:</p> <ul style="list-style-type: none"> - complete, safe, sound and secure - free from moss, algae and interstitial weeds - clean and free from graffiti and vandalism - free of built-up of leaves, litter and dirt
Boundaries	All fences, walls and gates must at all times be free from vegetation, litter and leaves
Gutters, Drains, Culverts, Swales and Waterways	<p>All gutters, drains, culverts, swales and waterways must at all times be free of:</p> <ul style="list-style-type: none"> - litter, leaves, weeds and extraneous material - blockages
External Entrances, Fire Exits and Stairwells	All external landings, ramps, stairwells, fire exits, steps, handrails, entrances, porches, patios, balconies, eaves and light fittings must at all times be clean, including being free of dust, grit, dirt, chewing gum, leaves, cobwebs, rubbish, graffiti, cigarette and cigar butts and bird excreta.
Asset Protection Zones and Bushfire Set Backs	A continuous, vegetation-free fire break must be maintained at all times in accordance with all relevant local government and Country Fire Association requirements

Ourimbah Grass Slashing Areas



8. Security Services

The Contractor must undertake:

- (a) the planned security services set out in the Security Services Plan in accordance with that Plan and the Security Services Schedule; and
- (b) any unplanned security services (including responding to emergency incidents) as needed from time-to-time,

in each case to ensure that the Security Service Standards are met at all relevant Assets.

Security Service Standards

Event	Standard
Incident Reporting	<p>Maintain a reporting system at all times that allows incidents to be directly reported to the Contractor:</p> <ul style="list-style-type: none"> - in person at every site other than the Ourimbah campus (at which a telephone line is sufficient) - via email - at help points which are located throughout the Ourimbah campus
Response Times	<p>The Contractor must respond to all incidents within the following response times:</p>

Event	Standard
	<ul style="list-style-type: none"> - at the location of the incident within 5 minutes and in person in the case of a circumstance involving duress, a fire or critical alarm or an emergency first aid incident or to an un secure Asset. - at the location of the incident within 15 minutes in person in all other instances
Ourimbah Campus	<p>The security services in place at this campus must at all times include:</p> <ul style="list-style-type: none"> - security patrols, which include, but which are not limited to: <ul style="list-style-type: none"> - checking damage or interference to physical security protective measures e.g. perimeter fencing or door locks; - checking damage to any Assets - checking for suspicious objects within the Assets - identifying any person or parties acting suspiciously; - securing any doors or windows left open in vacated locations without apparent reason which may present a security risk and switching off lights that are not required to be on; - ensuring that all firefighting equipment remains in designated locations and is not interfered with to prevent its immediate use, and that fire exits are not obstructed; - identifying issues such as a safety hazard, broken lights or broken glass; - identifying anti-social behaviour; and - checking the serviceability of street and building lighting - room locking and unlocking at all Assets on campus - operating a shuttle bus capable of transporting seven passengers - providing first aid services - lost property management in accordance with the Principal's Policies and Procedures - emergency and critical incident response capability, including investigating alarms and attendance at emergencies - evacuation services including assistance in evacuating Asset users from the Assets in cases of emergencies - incident management and reporting
Newcastle Campus	<p>The security services in place at this campus must at all times include:</p> <ul style="list-style-type: none"> - security patrols which include but which are not limited to:

Event	Standard
	<ul style="list-style-type: none"> - checking damage or interference to physical security protective measures e.g. perimeter fencing or door locks; - checking damage to any Assets - checking for suspicious objects within the Assets - identifying any person or parties acting suspiciously; - securing any doors or windows left open in vacated locations without apparent reason which may present a security risk and switching off lights that are not required to be on; - ensuring that all firefighting equipment remains in designated locations and is not interfered with to prevent its immediate use, and that fire exits are not obstructed; - identifying issues such as a safety hazard, broken lights or broken glass; - identifying anti-social behaviour; and - checking the serviceability of street and building lighting - room locking and unlocking at all Assets on campus - escorting Asset users throughout the campus - providing first aid services - lost property management in accordance with the Principal's Policies and Procedures - emergency and critical incident response capability including investigating alarms and attendance at emergencies - evacuation services including assistance in evacuating Asset users from the Assets in case of emergencies - incident management and reporting, including the provision of information on incidents and patrol times to the Principal's security database.
Maitland Conservatorium of Music	<p>The security services in place at this campus must at all times include:</p> <ul style="list-style-type: none"> - security patrols which include but which are not limited to: <ul style="list-style-type: none"> - checking damage or interference to physical security protective measures e.g. perimeter fencing or door locks; - checking damage to any Assets - checking for suspicious objects within the Assets - identifying any person or parties acting suspiciously;

Event	Standard
	<ul style="list-style-type: none"> - securing any doors or windows left open in vacated locations without apparent reason which may present a security risk and switch off lights that are not required to be on; - ensuring that all firefighting equipment remains in designated locations and is not interfered with to prevent its immediate use, and that fire exits are not obstructed; - identifying issues such as a safety hazard, broken lights or broken glass; - identifying anti-social behaviour; and - checking the serviceability of street and building lighting - building warden duties - building reception duties
Security Officer Presentation	<p>Security officers providing Security Services must at all times:</p> <ul style="list-style-type: none"> - present in a professional and courteous manner - wear appropriate uniforms with visible logos for identification - be appropriately licensed and hold a suitable first aid qualification

9. Logistics Services

The Contractor must undertake the logistics services set out in the Logistics Services Plan in accordance with that Plan and ensure that the Logistics Service Standards are met at all relevant Assets.

10. Fixed Plant and Equipment Services

The Contractor must undertake the planned fixed plant and equipment services set out in the Fixed Plant and Equipment Services Plan in accordance with that Plan and the Fixed Plant and Equipment Services Schedule to ensure that the Fixed Plant and Equipment Standards and Maximum Rectification Times are complied with at all relevant times at all relevant Assets.

Fixed Plant and Equipment Service Standards

Element	Standard
Security Systems	All relevant security systems (including all security access and control panels, motion detectors, alarm systems, distress call points, CCTV and intercom systems) must, at the conclusion of each relevant planned service:

Element	Standard
	<ul style="list-style-type: none"> - be weather proof where required - comply with all relevant manufacturer specifications and function without undue noise or vibration - be properly housed, fastened and labelled - in the case of all CCTV cameras, be clean and free from dirt, dust, cobwebs and the like that may adversely affect vision or operation - have emergency power supplies maintained to the required standards or manufacturers' requirements
Emergency Power Supplies	At the conclusion of each relevant planned service a standby power source and UPS (including emergency lighting units) must be operational, fully charged and tested in accordance with all relevant standards. Fuel supplies are to also be full where required.
LV Distribution System	All relevant low voltage distribution systems (including all distribution equipment, protective devices, fuse switches, isolators, distribution boards, fuses, MCBs, ACB, ELCBs and RCDs, exposed distribution cables, check meters, power factor correction (PFC) systems, solar panels and surge diverters) must, at the conclusion of each relevant planned service, operate in accordance with all relevant standards and manufacturer requirements
HV Distribution Systems	All relevant high voltage distribution systems (including all distribution equipment, protective devices, isolators, distribution units, OCBs, ACBs and ELCBs, PFC, transformers TX and alarms) must, at the conclusion of each relevant planned service, operate in accordance with all relevant standards, the NSW Service Installation Rules and manufacturer requirements
Hot and Cold Water System	<p>All relevant hot and cold water systems (CW supplies, rainwater recycling, DCW systems, DHW systems and filtration and treatment systems) must, at the conclusion of each relevant planned service:</p> <ul style="list-style-type: none"> - deliver water at the required temperatures and flow rates without undue noise and vibration - in the case of pipework and fittings, be fastened securely to their intended points of anchorage - be free of drips and leaks - in the case of tank and storage system level controls, be appropriately alarmed
Heating, Air Conditioning and Mechanical Ventilation Systems	<ul style="list-style-type: none"> - All air conditioning and ventilation systems and associated plant components must function as intended, at the temperatures nominated by the Principal and without undue noise or vibration at the conclusion of each relevant planned service - All ductwork, fittings and pipework must be securely fastened to their intended points of anchorage at the conclusion of each relevant planned service

Element	Standard
	<ul style="list-style-type: none"> - All systems must be free from leaks of water (or other heating/cooling medium) or air and corrosion, erosion and organic growth at the conclusion of each relevant planned service - All vents within cells and similar must be clean and clear of dust, dirt, cobwebs, debris and the like at the conclusion of each relevant planned service - All interfaces to the BMS and relevant security systems must be fully operational at the conclusion of each relevant planned service
Laboratory Gases	All relevant equipment must function as intended in accordance with all relevant standards and without undue noise or vibration at the conclusion of each relevant planned service
Electrical Power and other Cabled Systems	<p>All relevant electrical power and cabled systems (including IT, residual current devices, intercom, lightning protection, communications, safety and alarm systems) must, at the conclusion of each relevant planned service:</p> <ul style="list-style-type: none"> - be weather proof where required - comply with all relevant manufacturer specifications and function without undue noise or vibration - be properly housed, fastened and labelled - in the case of all interfaces to the BMS and relevant security systems, be fully operational
Public Health and Other Drainage Systems	<p>All relevant public health and other drainage systems (including trade waste, sewer, sanitary ware and stormwater systems (including swales), sewer mining and department sewer lines) must, at the conclusion of each relevant planned service:</p> <ul style="list-style-type: none"> - function as intended, without undue noise and vibration or other safety concerns - fastened securely to their intended points of anchorage. - be free of leaks
Fire Fighting Equipment	<p>All fire-fighting equipment (including sprinklers, fire blankets, fire and smoke detectors, hydrants, hose reels, extinguishers, pressurisation systems and smoke spill), must at the conclusion of each relevant planned service:</p> <ul style="list-style-type: none"> - be soundly fixed to their intended point of anchorage - be fully operational within manufacturer recommendations - operate at the correct pressure and capacity (where relevant) - be free from corrosion, leaks and drips - be of suitable type and quantity for the hazards present within their

Element	Standard
	vicinity
Lifts	<p>All lifts (including cars, cables, controllers, motors, breaks and communications equipment), must at the conclusion of each relevant planned service:</p> <ul style="list-style-type: none"> - function as intended and without undue noise or vibration - have a fully functioning control panel and phone
Car Parking Ticket Machines	All such machines must function in accordance with the relevant manufacturer recommendations and all displays on such machines must be free of moisture and dust at all times.
Pools	<p>Undertake maintenance to pools to ensure that, at the conclusion of each relevant planned service:</p> <ul style="list-style-type: none"> - pool pumps operate in accordance with manufacturer's recommendations - water quality complies with all relevant standards.

Table 10a – Conditions for Fixed Plant and Equipment

Condition Status	General Description	Rating
Very Good	The item of FP&E has no defects; appearance is as new.	C1
Good	The item of FP&E exhibits superficial wear and tear; minor defects; minor signs of deterioration to surface finishes but does not require major maintenance and no major defects exist.	C2
Fair	The item of FP&E is in average condition; deteriorated surfaces require attention; services are functional but require attention; backlog maintenance work exists.	C3
Poor	The item of FP&E is in poor condition; deteriorated surfaces require significant attention; services are functional, but failing often; significant backlog maintenance work exists	C4
Demolish/Replace	The item of FP&E has deteriorated badly; serious structural problems; general appearance is poor with eroded protective coatings; elements are broken; services are not performing and a significant number of major defects exist.	C5

11. General Building Services

The Contractor must undertake:

- (a) the routine maintenance services set out in the General Building Services Plan in accordance with that Plan; and
- (b) any additional unplanned general building services as needed from time-to-time,

in each case to ensure that the General Building Service Standards and Maximum Rectification Times are complied with at all relevant times at all relevant Assets.

General Building Services Standards

Ensure that any of the following failures at sporting fields or Premium or Comprehensive Assets are Rectified within 48 hours after receiving a Service Request:

- (a) internal light failure;
- (b) external light failure;
- (c) windows and doors (including locks) operate freely and are eased, adjusted and maintained accordingly;
- (d) toilet and urinal cistern leaks or malfunctions; and
- (e) roof or other water leakage.

This work must be completed and restored to working order within a maximum of 2 Business Days from the date of a request being issued:

12. Engineering Services

The Contractor must undertake the planned engineering services set out in the Engineering Services Plan in accordance with that Plan and the Engineering Services Schedule in order to ensure that the Maximum Rectification Times are complied with at all relevant times at all relevant Assets.

Schedule 2 – Assets

Asset	Location	Services	Service Level
UDRH Allied Health Building	Armidale	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Medical Sciences West (MSW)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
West Residence (SAA)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
North Residence(SAB)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
East Residence (SAC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
South Residence (SAD)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
NIER Pump Station (NIERO)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Edwards Hall Block A	Callaghan	In accordance with Schedule 1 plus	Comprehensive

Asset	Location	Services	Service Level
(EHA)		any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Edwards Hall Block B (EHB)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Edwards Hall Block C (EHC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Edwards Hall Block F (EHF)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Edwards Hall Block S (EHS)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Edwards Hall Block T (EHT)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Edwards Hall Block X (EHX)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Edwards Hall Block Z (EHZ)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Block A (EVA)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or	Comprehensive

Asset	Location	Services	Service Level
		Quotation Construction Works	
Evatt House Admin (EVAD)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Block B (EVB)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Block C (EVC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Common Room (EVCT)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Block D (EVD)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Block E (EVE)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Block F (EVF)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Block G (EVG)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Block H	Callaghan	In accordance with Schedule 1 plus	Comprehensive

Asset	Location	Services	Service Level
(EVH)		any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Evatt House Block J (EVJ)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Block K (EVK)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Evatt House Laundry Block L (EVL)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Block 1 (IA)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Laundry (IAM)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Block 2 (IB)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Block 3 (IC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Common and Administration (ICR)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or	Comprehensive

Asset	Location	Services	Service Level
		Quotation Construction Works	
International House Block 5 (IE)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Block 6 (II)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Block 7 (IJ)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Block 8 (IK)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Block 9 (IL)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Block 10 (IM)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Block 11 (IN)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Laundry (INL)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
NIER Block P	Callaghan	In accordance with Schedule 1	Comprehensive

Asset	Location	Services	Service Level
(NIERP)		(Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Radioactive Waste Store (RAD)	Callaghan	In accordance with Schedule 1 (Pest Control, Grounds Maintenance and Security Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Hunter (H)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
McMullin (MC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Auchmuty Library (L)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
Medical Science (MS)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Life Science (LS)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
Biological Sciences Glasshouse 1 (BGH1)	Callaghan	In accordance with Schedule 1	Comprehensive

Asset	Location	Services	Service Level
		(Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Biological Sciences (B)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Chemistry (C)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block C (NIERC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
Chemical Corrosive Store (CCS)	Callaghan	In accordance with Schedule 1 (Grounds Maintenance, Security and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Flammable Liquid Store (FL)	Callaghan	In accordance with Schedule 1 (Grounds Maintenance, Security and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
NIER Block 1 (NIERI)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive

Asset	Location	Services	Service Level
The Great Hall (GH)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Physics (P)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block A (NIERA)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Behavioural Science (W)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Central Animal House (AN)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
Psychology (AV)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Advanced Technology Centre (ATC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Computing and Information Sciences (CT)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
University Union Shortland (US)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset	Comprehensive

Asset	Location	Services	Service Level
		Replacement and Minor Works or Quotation Construction Works	
Student Services Centre (SC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Architecture Design Studio (ADS)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Biological Sciences Glasshouse 3 (BGH3)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Biological Sciences Glasshouse 4 (BGH4)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Chancellery (CH)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Information and Communications Technology (ICT)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Richardson Wing (RW)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or	Comprehensive

Asset	Location	Services	Service Level
		Quotation Construction Works	
Barahinebahn (BAR)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Birabahn (SAS)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Engineering Science (ES)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block D (NIERD)	Callaghan	In accordance with Schedule 1 (Cleaning and Waste Management Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block E (NIERE)	Callaghan	In accordance with Schedule 1 (Cleaning and Waste Management Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block K (NIERK)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block N (NIERN)	Callaghan	In accordance with Schedule 1 plus	Managed

Asset	Location	Services	Service Level
		any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
General Purpose (GP)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Industry and Development Centre (IDC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Sports and Aquatic Centre (The Forum) (SCH)	Callaghan	In accordance with Schedule 1 (Cleaning and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Visual Arts Media Studies (VA)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
International House Block 4 (ID)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Engineering Electrical (EE)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Earth Sciences (G)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Science Building (SB)	Callaghan	In accordance with Schedule 1 plus	Managed

Asset	Location	Services	Service Level
		any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Social Science (SR)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Mathematics (V)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Biological Sciences Glasshouse 5 (BGHS)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Design (D)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Language Centre (LC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
University Club – Isabella's (SH)	Callaghan	In accordance with Schedule 1 (Cleaning and Waste Management Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Engineering Administration (EA)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset	Managed

Asset	Location	Services	Service Level
		Replacement and Minor Works or Quotation Construction Works	
Engineering Chemical and Materials (EB)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Architecture (A)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Ray Watt Pavilion (RWOP)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Art (AT)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Ceramics (CE)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Sports Pavilion (SP)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Architecture Built Environment Workshop (ABEW)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or	Comprehensive

Asset	Location	Services	Service Level
		Quotation Construction Works	
Biological Sciences Glasshouse 2 (BGH2)	Callaghan	In accordance with Schedule 1 (Cleaning and Waste Management Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Engineering Civil and Surveying (ED)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Engineering Classrooms (EF)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block B (NIERB)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block G (NIERG)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Special Education (SE)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Tunra Annexe (TA)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive

Asset	Location	Services	Service Level
School of Fine Art Gallery (GS)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Basden Theatre (BA)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Engineering Mechanical (EC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Facilities Management (SER)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Health and Physical Education (HPE)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NUSA (AE)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Science Theatre (STH)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Building Science (BSC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or	Reactive

Asset	Location	Services	Service Level
		Quotation Construction Works	
Bowman Building (BB)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Drama Building (DB)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Wonmayba Child Care (WON)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management, Grounds and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Kintaiba Child Care (KIN)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management, Grounds and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Kooinda Child Care (KOO)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management, Grounds and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
University Union – Hunter (BotH) (UH)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Academic Office Block (AOB)	Callaghan	In accordance with Schedule 1 plus	Reactive

Asset	Location	Services	Service Level
		any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Drama Studio (DS)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
International House Warden's Residence (IWR)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
McMullin Theatre (MCTH)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Covered Outdoor Learning Area 1 (West) (COLA1)	Callaghan	In accordance with Schedule 1 (Security and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Covered Outdoor Learning Area 2 (East) (COLA2)	Callaghan	In accordance with Schedule 1 (Security, Grounds Maintenance and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Life Science Theatre (LSTH)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block H (NIERH)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and	Managed

Asset	Location	Services	Service Level
		Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Sculpture Workshop (SW1)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
3D Studio (MW)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Drama Theatre (DT)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Groundwater Remediation Test Shed (GRTS)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management, Pest Control and Grounds Maintenance Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
The Station Building 1 (ST1)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
The Station Building 2 (ST2)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
The Station Building 3 (ST3)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset	Secure

Asset	Location	Services	Service Level
		Replacement and Minor Works or Quotation Construction Works	
The Station Building 4 (ST4)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
The Station Building 5 (ST5)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
The Station Building 6 (ST6)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Teaching Centre (TC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
NIER Block M (NIERM)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Biological Services Potting Shed (BPS)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
NIER Block S (NIERS)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation	Reactive

Asset	Location	Services	Service Level
		Construction Works	
Commonwealth Bank (CB)	Callaghan	In accordance with Schedule 1 (Cleaning, Fixed Plant and Equipment, Waste Management, Pest Control and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Bike Hub East (BHE)	Callaghan	In accordance with Schedule 1 (Cleaning and Waste Management Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Bike Hub West (BHW)	Callaghan	In accordance with Schedule 1 (Cleaning and Waste Management Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Biological Sciences Greenhouse (BRGH)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block F (NIERF)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
NIER Block L (NIERL)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and	Managed

Asset	Location	Services	Service Level
		Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Research Cottage (RC)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Engineering Bulk Solids (EG)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Earth Sciences Core Shed (ESCS)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Engineering Thermal Test 1 (ET1)	Callaghan	In accordance with Schedule 1 (Security and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Engineering Thermal Test 2 (ET2)	Callaghan	In accordance with Schedule 1 (Security and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Engineering Thermal Test 3 (ET3)	Callaghan	In accordance with Schedule 1 (Security and Logistics Services	Secure

Asset	Location	Services	Service Level
		are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Engineering Thermal Test 4 (ET4)	Callaghan	In accordance with Schedule 1 (Security and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Engineering Thermal Test 5 (ET5)	Callaghan	In accordance with Schedule 1 (Security and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Friend's Shed (FS)	Callaghan	In accordance with Schedule 1 (Cleaning Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Ovals' Machinery Shed (OMS)	Callaghan	In accordance with Schedule 1 (Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Ovals' Tractor Shed (OTS)	Callaghan	In accordance with Schedule 1 (Cleaning and Waste Management Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction	Secure

Asset	Location	Services	Service Level
		Works	
Wetlands Pavilion (WP)	Callaghan	In accordance with Schedule 1 (Cleaning, Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Biological Sciences Gas Store (BGAS)	Callaghan	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Evatt House Warden's Residence (EVWR)	Callaghan	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Grounds Shade House (GSH)	Callaghan	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Internal Projects Office – FM (IP)	Callaghan	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Facilities Management Gas Store (SERGS)	Callaghan	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Truck Shelter	Callaghan	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Conservatorium of Music (CM)	Gosford	In accordance with Schedule 1 (Waste Management and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Staff Offices - UDRH	Gunnedah	Any Ad Hoc Services, Asset	N/A

Asset	Location	Services	Service Level
		Replacement and Minor Works or Quotation Construction Works	
CRRMHO Satellite of Orange	Inverell	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
John Hunter Clinical Skills Training Room (JHCST)	John Hunter Hospital	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
John Hunter Hospital Research Support Unit (RSU)	John Hunter Hospital	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Hunter Medical Research Institute	John Hunter Hospital	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Maitland Education Facility (MEF)	Maitland	In accordance with Schedule 1 (Security and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Mater Hospital New Med2 (NM)	Mater Hospital	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Newbolds Administration Building (NEWA)	Mayfield	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Newbolds Laboratory Building (NEWL)	Mayfield	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Delprat's Cottage (DC)	Mayfield	In accordance with Schedule 1 (Cleaning, Waste Management and	Secure

Asset	Location	Services	Service Level
		Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Student Accommodation	Moree	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Staff Offices - UDRH Allied Health	Moree	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
NeW Space (NeWSpace)	Newcastle	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
University House (UNH)	Newcastle	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Conservatorium (CON)	Newcastle	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Northumberland House (NH)	Newcastle	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
468 Hunter Street (HUN)	Newcastle	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Bloomfield Hospital (BH)	Orange	In accordance with Schedule 1 (Logistics Services are the only Services required at this Asset)	Reactive

Asset	Location	Services	Service Level
		plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Student Accommodation (EH)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
Student Accommodation (EHL)	Ourimbah	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Information Resource Centre (IRC)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
Science Lab 1 (SL1)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Central Plant Facility (CPF)	Ourimbah	In accordance with Schedule 1 (Cleaning and Waste Management Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Lecture Theatres 1 and 2 (LT)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Student Union Offices (SUO)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
IT Studies Centre (IT)	Ourimbah	In accordance with Schedule 1 plus	Comprehensive

Asset	Location	Services	Service Level
		any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Student Amenities (SA)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Science Labs 2 (SL2)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Administration Building (AB)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Fine Art (FA)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Tourism and Hospitality (TH)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Education and Nursing (EN)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Exercise Science Block A (EXSA)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Exercise Science Block B (EXSB)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or	Comprehensive

Asset	Location	Services	Service Level
		Quotation Construction Works	
Horticulture Workshop (HW)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Early Childhood Studies Centre (ECS)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Ponds 1 (PO)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Building and Investment Centre of Excellence (BE)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Classrooms North 1 (CN1)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Classrooms North 2 (CN2)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Classrooms South (CS)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Humanities Offices (HO)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Science Offices (SO)	Ourimbah	In accordance with Schedule 1 plus	Comprehensive

Asset	Location	Services	Service Level
		any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Facilities Management (FM)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Ponds 2 (P2)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Ponds 4 (P4)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Technology Offices (TO)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Business Offices (BO)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Childcare Building (CC)	Ourimbah	In accordance with Schedule 1 (Cleaning, Utilities and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Multipurpose Building (MP)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive

Asset	Location	Services	Service Level
Storage Shed 1 (SS1)	Ourimbah	In accordance with Schedule 1 (Security, Grounds Maintenance and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Lodge (LO)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
Manor (MA)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Reactive
The Castle (CA)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
The Glen (GL)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Hermitage (HER)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Hillside (HI)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Highview (HIGH)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or	Secure

Asset	Location	Services	Service Level
		Quotation Construction Works	
The Cottage (CO)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Building and Construction Studies (BC)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Business Incubator (BI)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Brackenview (BR)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Brackenview Toilet Facilities (BRT)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Community College Administration Building (CCA)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Community College Classrooms 1 – 3 (CCB)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Community College Classrooms 4 – 5 (CCC)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Community College	Ourimbah	In accordance with Schedule 1 plus	Secure

Asset	Location	Services	Service Level
Classrooms 6 – 8 (CCD)		any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Nursery Hothouse (NHH)	Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Nursery Potting Shed (NP)	Ourimbah	In accordance with Schedule 1 (Cleaning, Waste Management, Pest Control and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Nursery Shade House (NS)	Ourimbah	In accordance with Schedule 1 (Cleaning, Waste Management, Pest Control and Logistics Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Nursery Workshop (NW)	Ourimbah	In accordance with Schedule 1 (Cleaning, Waste Management, Pest Control and Fixed Plant and Equipment Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
84 Brush Road (RMB220)	Ourimbah	In accordance with Schedule 1 (Security Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure

Asset	Location	Services	Service Level
110 Brush Road (RMB250)	Ourimbah	In accordance with Schedule 1 (General Building, Grounds Maintenance, Security and Logistics Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Secure
Hanger (HANGAR)	Ourimbah	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Acacia (AC)	Ourimbah	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Highfields Block A (HFA)	Port Macquarie	In accordance with Schedule 1 (Waste Management and Security Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
Highfields Block B (HFB)	Port Macquarie	In accordance with Schedule 1 (Waste Management and Security Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
Block A - TAFE	Port Macquarie	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Block B – TAFE	Port Macquarie	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A

Asset	Location	Services	Service Level
Block C Annexe - TAFE	Port Macquarie	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Block D - TAFE	Port Macquarie	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Block J - TAFE	Port Macquarie	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Block KK - TAFE	Port Macquarie	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Elizabeth Street	Sydney	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Clareville (CLARE)	Sydney	In accordance with Schedule 1 (Grounds Maintenance Services are the only Services required at this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Tamworth Education Centre (TEC)	Tamworth	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
Student Accommodation Block A (TSAA)	Tamworth	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Student Accommodation Block B (TSAB)	Tamworth	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive

Asset	Location	Services	Service Level
Student Accommodation Block C (TSAC)	Tamworth	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Student Accommodation Block D (TSAD)	Tamworth	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Student Accommodation Block E (TSAE)	Tamworth	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Tamworth Base Hospital – UDRH (RH)	Tamworth	In accordance with Schedule 1 (Pest, Grounds Maintenance and Security Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive
Amberoo Apartments – Janison Street	Tamworth	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Managed
Manning Education Centre	Taree	In accordance with Schedule 1 (Waste Management Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Premium
Flett Street Accommodation	Taree	In accordance with Schedule 1 (Waste Management Services are excluded for this Asset) plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Comprehensive

Asset	Location	Services	Service Level
Wallsend Hospital – Booth Building	Wallsend	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Waratah Post Office	Waratah	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Wyong Hospital – Podiatry Clinic	Wyong	Any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	N/A
Access Control – Controllers (ACCESSCC)	Callaghan, Ourimbah, Mayfield, Tamworth, Newcastle City, Taree	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Access Control – Power Supply Units (ACCESSCPSU)	Callaghan, Ourimbah, Mayfield, Tamworth, Newcastle City and Taree	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Autoclaves (AUTOCLVE)	Callaghan, Ourimbah and John Hunter Hospital (RSU)	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Boiler – High Pressure Steam (BLRSTHP)	Callaghan and Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Delta BMS Controls (BMSDELTA)	Callaghan, Ourimbah, Tamworth and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Siemens BMS Controls (BMSSIEM)	Callaghan, Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset	Critical

Asset	Location	Services	Service Level
	and Newcastle City	Replacement and Minor Works or Quotation Construction Works	
Condenser – Cooling Water (CCW)	Callaghan, Ourimbah, Tamworth and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Chillers – Air Cooled (CHILLAIR)	Callaghan, Ourimbah, Tamworth and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Chillers - Water Cooled (CHILLWTR)	Callaghan and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Chilled Water Systems (CHW)	Callaghan, Ourimbah, Tamworth and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Chilled Water Pipework (CHWPW)	Callaghan, Ourimbah, Tamworth and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Condition Monitoring System – Natural Gas Supply (CMSNGS)	Callaghan and Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Condition Monitoring System – Oxygen Sensor (CMSOS)	Callaghan and Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Condition Monitoring System – PH (CMSPH)	Callaghan and Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Cooling Towers (CT)	Callaghan	In accordance with Schedule 1	Critical

Asset	Location	Services	Service Level
	and Newcastle City	plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	
Biocide and TDS Control Equipment (CTDOSE)	Callaghan and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Condenser Water Pipework (CWPW)	Callaghan and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Emergency Generator (EMGEN)	Callaghan and Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Fans – Fume Hood Extraction Fans (FANFUME)	Callaghan and Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Fume Cabinets (FCAB)	Callaghan and Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Fume Cabinet Fume Scrubber (FCABFS)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Heater – Electric Duct (HTRED)	Callaghan, Ourimbah, Tamworth and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Heater – Gas Duct (HTRGD)	Callaghan, Ourimbah and Tamworth	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Heating Water Systems (HW)	Callaghan, Ourimbah, Tamworth and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical

Asset	Location	Services	Service Level
Hot Water Generator – A/C (HWGENAC)	Callaghan and Ourimbah	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Heating Water Pipework (HWPW)	Callaghan, Ourimbah, Tamworth and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Microturbine (MICROTURB)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Pumps – HVAC (PMP)	Callaghan, Ourimbah, Tamworth and Newcastle City	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical
Water Filtration – Reverse Osmosis (WFROS)	Callaghan	In accordance with Schedule 1 plus any Ad Hoc Services, Asset Replacement and Minor Works or Quotation Construction Works	Critical

Schedule 3 – Key Performance Indicators

1. Key Performance Indicators

(a) Strategic KPIs

Subject	KPI
Health of Agreement	To be agreed by the parties, acting reasonably, during the Mobilisation and Transition In Phase
Health of relationship	To be agreed by the parties, acting reasonably, during the Mobilisation and Transition In Phase
Innovation and best practice	To be agreed by the parties, acting reasonably, during the Mobilisation and Transition In Phase

(b) Operational KPIs

Service Area	Subject	KPI	Measure	Threshold Performance Minimum
Management	WH&S	Contractor complies with all relevant WH&S requirements	Yes (100%) or No (0)	100%
Management	WH&S	Contractor actions all WH&S incidents	% reportable WH&S incidents resolved within Maximum Rectification Times	100%
Management	Customer Service	Number of verified customer complaints in a month	Maximum of 2 in any reporting month	100%
Management	Customer Satisfaction Surveys	Percentage level of satisfaction as shown in survey		75%
Management	Quality Assurance	Contractor maintains Quality Management Systems	Audit of Contractor Quality Management systems shows compliance with	95%

Service Area	Subject	KPI	Measure	Threshold Performance Minimum
			Contractor's Quality Management Plan	
Management	Quality Assurance	Contractor undertakes required quantity of post work inspections	% of Inspections completed as nominated in the Contractors quality management Plan	98%
Management	Reporting	All required reports received from Contractor by relevant due dates	% of reports received by due date	100%
Management	ICT	Contractor updates Principal's CMMS with Service Requests	% of monthly Service Request entered in to Principal's CMMS	100%
Cleaning	Service Delivery	Contractor undertakes all planned cleaning services in accordance with the Cleaning Services Plan	% of scheduled tasks completed	95%
Cleaning	Service Quality	Quality of Cleaning meets the Cleaning Service Standards	% of first time post clean inspections that pass as nominated in the Contractor's quality management plan % of second time post clean inspections that pass	85% 100%
Cleaning	Service Timeliness	Contractor responds to all unplanned Cleaning Service Requests	% of unplanned cleans Responded to and Rectified within required timeframe	85%
Waste	Service Delivery	Contractor undertakes all scheduled waste collection tasks in the Waste Services Schedule	% of scheduled tasks completed	95%

Service Area	Subject	KPI	Measure	Threshold Performance Minimum
Waste	Service Quality	All Waste is disposed of in accordance with Contractor's Waste Services Plan	Contractor's audit of waste disposal records shows all waste correctly segregated and disposed of in accordance with Waste Management Plan	92%
Pest	Service Timeliness	Contractor Responds to and Rectifies all unplanned Pest Treatment Service Requests	% of unplanned Pest Treatment tasks Responded to and Rectified within required timeframe	95%
Grounds	Service Delivery	Contractor undertakes all scheduled Grounds Maintenance tasks in accordance with the Grounds Maintenance Schedule	% of scheduled tasks completed	95%
Grounds	Service Quality	All Grounds Maintenance is undertaken in accordance with Contractor's Grounds Maintenance Plan	Contractor's audit of Grounds Maintenance tasks shows all tasks undertaken in accordance with Grounds Maintenance Service Standards	95%
Grounds	Service Timeliness	Contractor Responds to and Rectifies to all unplanned Grounds Maintenance Service Requests	% of unplanned Grounds Maintenance Service Requests Responded to and Rectified within required timeframe	95%
Grounds	Service Quality	Contractor complies with all Principal's requirements for Working on Trees	Percentage of tasks undertaken that comply with UoN requirements	100%
Security	Service Delivery	Patrols and service provision of the Sites are	% of patrols undertaken in accordance with	95%

Service Area	Subject	KPI	Measure	Threshold Performance Minimum
		undertaken in accordance with the Security Service Schedule	Security Management Plan	
Security	Service Timeliness	All security incidents are responded to within required timeframe	% of security incidents responded to in accordance with Security Service Plan	100%
Security	Service Quality	All security incidents are recorded in accordance with agreed procedures.	% of security incidents correctly recorded in accordance with Security Management Plan	100%
Logistics	Service Delivery	Contractor undertakes all Logistic Service Requests	% of scheduled tasks completed	95%
FP&E	Service Delivery	Contractor meets all required statutory requirements	Number of non-compliances	100%
FP&E	Service Delivery	Contractor undertakes all scheduled FP&E Planned Maintenance tasks in accordance with the FP&E Service Schedule	% of scheduled FP&E Planned Maintenance tasks completed in accordance with the Fixed Plant & Equipment Service Standards	95%
FP&E	Service Timeliness	Contractor meets Response and Rectification Times for all unplanned FP&E Maintenance Service Requests	% of unplanned FP&E Maintenance Service Requests Responded to and Rectified within required timeframe	95%
FP&E	Service Delivery	Contractor updates UoN Asset Register monthly	% of asset register changes uploaded to the Asset Register each month	100%
General Building	Service Quality	General Building Works are carried	% of first time post work inspections	85%

Service Area	Subject	KPI	Measure	Threshold Performance Minimum
		out in accordance with good industry practice	that pass as per the Contractor's quality management Plan % of second time post work inspections that pass	100%
General Building	Service Timeliness	Contractor meets Response and Rectification times to all unplanned General Building Service Requests	% of unplanned General Building Service Requests Responded to and Rectified within required timeframe	95%
General Building	Routine Maintenance Task	All Service Requests in relation to Routine Maintenance Tasks are complete with 2 business days	% of Routine Maintenance Tasks completed within 2 Business days	100%
Engineering	Service Delivery	Contractor undertakes all required meter reading services	% of meters read	95%
Engineering	Service Quality	Contractor meets all required statutory requirements	Number of non-compliances	100%
Engineering	Service Timeliness	Contractor meets Response and Rectification Times to all unplanned Engineering Service Requests	% of unplanned Engineering Service Requests Responded to and Rectified within required timeframe	95%
Ad Hoc Services	Service Delivery	All Works undertaken to the requirements as agreed with the Principal	% of first time post work inspections that pass as per the Contractor's quality management Plan % of second time post work inspections that pass	85% 100%
Ad Hoc Services	Service Quality	All Works undertaken within	% variance to agreed Budget	95%

Service Area	Subject	KPI	Measure	Threshold Performance Minimum
		quoted prices (subject to agreed variations)		
Ad Hoc Services	Service Timeliness	All Works undertake to agreed program subject to agreed variations	% variance to agreed program	95%

2. Mechanism for Calculating Performance Adjustment

- (a) Within five days after the end of each month during the period after the end of the Mobilisation and Transition In Phase, the Contractor must prepare a report in accordance with the Performance Measurement Rules that sets out, amongst other things, the Contractor's monthly performance score by applying the following formula (**Monthly Performance Score**):

$$\text{MPS} = \text{TS} / 38$$

where:

MPS is the Monthly Performance Score

TS is the sum of the Contractor's assessed performance (as a percentage) against each of the KPI "Measures" set out in the table above

38 is the total number of Operational KPIs

- (b) If the Monthly Performance Score for a particular month is less than 95.40 the Principal will be entitled to deduct from the amounts otherwise payable to the Contractor in respect of that month, a Performance Adjustment amount equal to:
- (i) 1% of the Scheduled Payment Amount for the relevant month where the Monthly Performance Score for that month is greater than 90.40 and less than 95.39;
 - (ii) 2.5% of the Scheduled Payment Amount for the relevant month where the Monthly Performance Score for that month is greater than 85.4 and less than or equal to 90.40; or

- (iii) 4% of the Scheduled Payment Amount for the relevant month where the Monthly Performance Score for that month is less than or equal to 85.4,

plus \$200 per occasion in the relevant month where the:

- (iv) Contractor fails to perform a Service at a particular Asset to the required Services Standard (as set out in Schedule 1);
 - (v) Contractor re-performs the relevant Service; and
 - (vi) Principal determines, acting reasonably, that the Contractor has still failed to perform the relevant Service to the required Services Standard.
- (c) Notwithstanding the remainder of this clause 2, if the Principal makes a Performance Adjustment in a particular month, however:
- (i) in the month that immediately follows that month, the Contractor's Monthly Performance Score for that month is greater than 95.40; and
 - (ii) this clause 2(c) has not been triggered more than twice in the calendar year to date,

the Principal must return to the Contractor the Performance Adjustment deducted in respect of the first month within thirty days after it receives the relevant report in accordance with clause 2(a).

Schedule 4 – Payments, Rates and Fees

1. Mobilisation and Transition In Services Fee

██████████

2. Scheduled Payment Amounts

Month	Scheduled Payment Amount (ex GST)	
	Services Component	Management Component
October 2015	Cleaning Services - ██████████ Waste Management Services ██████████ Pest Control Services - ██████████ Grounds Maintenance Services - ██████████ Security Services ██████████ Logistics Services - ██████████ FP&E Services ██████████ General Building Services - ██████████ Engineering Services - ██████████ ²	██████████
November 2015	As above.	As above.
December 2015	As above.	As above.
January 2016	As above.	As above.
February 2016	As above.	As above.
March 2016	As above.	As above.
April 2016	As above.	As above.
May 2016	As above.	As above.
June 2016	As above.	As above.
July 2016	As above.	As above.
August 2016	As above.	As above.
September 2016	As above.	As above.

3. Waste Disposal Services Rates

Waste Type	Disposal rate (ex GST)
Comingled	██████████ per tonne
General	██████████ per tonne
Office paper	██████████ per tonne

Waste Type	Disposal rate (ex GST)
Cardboard	
e-Waste	
Batteries	
Mobile phones	
Toner / Printer cartridges	
Polystyrene	
Food organics	
Furniture and timber	
Concrete	
Liquid waste	
Confidential waste	
Fluorescent Tubes ¹	 transport charge per occasion
Light Globes ¹	 transport charge per occasion
Mixed Fluorescent Tubes and Light Globes ¹	 transport charge per occasion
Batteries (Alkaline and Ni-Cad) ¹	 transport charge per occasion
Batteries (Lithium) ¹	 transport charge per occasion
Asbestos ¹	 transport charge per occasion
Construction Waste ¹	 transport charge per occasion
Laboratory Chemicals, Acids and Pesticides ¹	 transport charge per occasion
Paints, Thinners and Mineral Oils ¹	 transport charge per occasion
Metals	
Nappies	 (classified as "General")
Glass (non-drinking bottle)	

¹ The relevant rate applies where removal is from an Asset to an external facility and on the basis that the Contractor's chemist determines the relevant waste classification.



































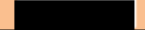






All costs associated with transfers between Assets are included in the Scheduled Payment Amounts.

4. Agreed Services Variation Rates and Prices**(a) Cleaning Services Rates**

Space Class	Rate per m² (ex GST)
A	
B	
C	
D	
E	
F	
G	
H	
I	
J	
K	
N	
O	
P	
Q	
R	
S	
T	
U	

(b) **Cleaning Services Prices**

Description	Campus	Asset Code	Asset Name	Annual Lump Sum
Provision of Cleaning Services at the listed Assets	CAL (Callaghan)	A	Architecture	
		ABEW	Architecture Built Environment Workshop	
		ADS	Architecture Design Studio	
		AN	Central Animal House	
		AOB	Academic Office Block	
		AS	Central Animal House store	
		AT	Art	
		ATC	Advanced Technology Centre	
		AV	Psychology	
		B	Biological Sciences	
		BA	Basden Theatre	
		BAR	Barahinebahn	
		BB	Bowman Building	
		BHE	Bike Hub East	
		BHW	Bike Hub West	
		BSC	Building Science	
		C	Chemistry	
		CE	Ceramics	
		CH	Chancellery	
		CT	Computing & Information Sciences	
		D	Design	
		DB	Drama Building	
		DS	Drama Studio	
		DT	Drama Theatre	
		EA	Engineering Administration	
		EB	Engineering Chemical & Materials	
		EC	Engineering Mechanical	
		ED	Engineering Civil & Surveying	
		EE	Engineering Electrical	
		EF	Engineering Classrooms	
		EHA	Edwards Hall Block A	
		EHB	Edwards Hall Block B	
		EHC	Edwards Hall Block C	
		EHF	Edwards Hall Block F	
		EHS	Edwards Hall Block S	
		EHT	Edwards Hall Block T	
		EHX	Edwards Hall Block X	
		EHZ	Edwards Hall Block Z	
		ES	Engineering Science	

		ESCS	Earth Sciences Core shed	
		EVA	Evatt House Block A	
		EVAD	Evatt House Admin	
		EVB	Evatt House Block B	
		EVC	Evatt House Block C	
		EVCT	Evatt House Common room	
		EVD	Evatt House Block D	
		EVE	Evatt House Block E	
		EVF	Evatt House Block F	
		EVG	Evatt House Block G	
		EVH	Evatt House Block H	
		EVJ	Evatt House Block J	
		EVK	Evatt House Block k	
		EVL	Evatt House Laundry Block L	
		G	Earth Sciences	
		GH	The Great Hall	
		GP	General Purpose	
		GS	Gallery: School of fine art	
		H	Hunter	
		HPE	Health & Physical Education	
		IA	International House Block 1	
		IAM	International House Laundry	
		IB	International House Block 2	
		IC	International House Block 3	
		ICR	International House Common & Admin	
		ICT	Information & Communications Technology	
		ID	International House Block 4	
		IDC	Industry & Development Centre	
		IE	International House Block 5	
		II	International House Block 6	
		IJ	International House Block 7	
		IK	International House Block 8	
		IL	International House Block 9	
		IM	International House Block 10	
		IN	International House Block 11	
		INL	International House Laundry	
		IWR	International House Wardens Residence	
		L	Auchmuty Library	
		LC	Language Centre	
		LS	Life Science	
		LSTH	Life Science Theatre	

	MC	McMullin	
	MCTH	McMullin Theatre	
	MS	Medical Science	
	MSW	Medical Sciences West	
	MW	3D Studio	
	SAA	Student Accommodation West Residence	
	SAB	Student Accommodation North Residence	
	SAC	Student Accommodation East Residence	
	SAD	Student Accommodation South Residence	
	NIERA	NIER Block A	
	NIERB	NIER Block B	
	NIERC	NIER Block C	
	NIERF	NIER Block F	
	NIERI	NIER Block I	
	NIERM	NIER Block M	
	NIERN	NIER Block N	
	OMS	Ovals Machinery Shed	
	P	Physics	
	RC	Research Cottage	
	RW	Richardson Wing	
	SAS	Birabahn	
	SB	Science Building	
	SC	Student Services Centre	
	SE	Special Education	
	SER	Facilities Management	
	SH	University Club – Isabella’s	
	SR	Social Science	
	ST1	The Station Building 1	
	ST2	The Station Building 2	
	ST3	The Station Building 3	
	ST4	The Station Building 4	
	ST5	The Station Building 5	
	ST6	The Station Building 6	
	STH	Science Theatre	
	SW1	Sculpture Workshop	
	TA	Tunra Annexe	
	TC	Teaching Centre	
	UH	University Union Hunter	
	US	University Union Shortland	
	V	Mathematics	
	VA	Visual Arts Media studies	

OUR (Ourimbah)	W	Behavioural Science	
	AB	Administration Building	
	BC	Building & Construction Studies	
	BE	Building & Investment Centre of Excellence	
	BI	Business Incubator	
	BO	Business Offices	
	BR	Brackenview	
	BRT	Brackenview toilet facilities	
	CA	The Castle	
	CCA	Community College Admin	
	CCB	Community College Classrooms 1-3	
	CCC	Community College Classrooms 4-5	
	CCD	Community College Classrooms 7-8	
	CN1	Classrooms North 1	
	CN2	Classrooms North 2	
	CO	The Cottage	
	CS	Classrooms South	
	ECS	Early Childhood Studies Centre	
	EH	Student Accommodation	
	EN	Education & Nursing	
	EXSA	Exercise Science Block A	
	EXSB	Exercise Science Block B	
	FA	Fine Art	
	FM	Facilities Management	
	GL	The Glen	
	HER	Hermitage	
	HI	Hillside	
	HIGH	Highview	
	HO	Humanities Offices	
	HW	Horticulture Workshop	
	IRC	Information Resource Centre	
	IT	IT Studies Centre	
	LO	Lodge	
	LT	Lecture Theatres 1 & 2	
	MA	Manor	
	MP	Multi Purpose	
	NHH	Nursery Hot House	
	P2	Ponds 2	
	P4	Ponds 4	
	PO	Ponds 1	
	SA	Student Amenities	

		SL1	Science Labs 1	
		SL2	Science Labs 2	
		SO	Science Offices	
		SUO	Student Union Offices	
		TH	Tourism & Hospitality	
		TO	Technology Offices	
	NEWC (Newcastle City)	CON	Conservatorium	
		NH	Northumberland House	
		UNH	University House	
	MAY (Mayfield)	NEWA	Newbolds Admin Building	
		NEWL	Newbolds Labs Building	
	PTMAC (Port Macquarie)	HFA	Highfields Block A - Port Macquarie	
		HFB	Highfields Block B - Port Macquarie	
	TAM (Tamworth)	AMB	Amberoo Apartments Janison Street Tamworth	
		RH	Tamworth Base Hospital (UDRH)	
		TEC	Tamworth Education Centre	
		TSAA	Tamworth Student Accommodation Block A	
		TSAB	Tamworth Student Accommodation Block B	
		TSAC	Tamworth Student Accommodation Block C	
		TSAD	Tamworth Student Accommodation Block D	
		TSAE	Tamworth Student Accommodation Block E	
	TAR (Taree)	FSA	Flett Street Accommodation	
		MEC	Manning Education Centre	

(c) Waste Collection Services Prices

Description	Campus	Asset Code	Asset Name	Annual Lump Sum Total
Provision of Waste Collection Services and Segregation at listed Assets	CAL (Callaghan)	Whole of site	Whole of site	
	OUR (Ourimbah)	Whole of site	Whole of site	
	NEWC (Newcastle City)	CON	Conservatorium	
		NH	Northumberland House	
		UNH	University House	
	MAY (Mayfield)	NEWA	Newbolds Admin Building	
		NEWL	Newbolds Labs Building	
	TAM	AMB	Amberoo Apartments	

	(Tamworth)		Janison Street Tamworth	
		RH	Tamworth Base Hospital (UDRH)	
		TEC	Tamworth Education Centre	
		TSAA	Tamworth Student Accommodation Block A	
		TSAB	Tamworth Student Accommodation Block B	
		TSAC	Tamworth Student Accommodation Block C	
		TSAD	Tamworth Student Accommodation Block D	
		TSAE	Tamworth Student Accommodation Block E	
	TAR (Taree)	FSA	Flett Street Accommodation	
		MEC	Manning Education Centre	
	SYD (Sydney)		55-65 Elizabeth St Sydney	

(d) **Grounds Maintenance Services Prices**

Description	Campus	Asset Code	Asset Name	Area Type	
				Annual Lump Sum Mixed Use Zone	Annual Lump Sum Sports Management Zone
Provision of Grounds Maintenance Services at listed Assets	CAL (Callaghan)	Whole of site	Whole of site		
	OUR (Ourimbah)	Whole of site	Whole of site		
	NEWC (Newcastle City)	CON	Conservatorium		
		NH	Northumberland House		
		UNH	University House		
	MAY (Mayfield)	NEWA	Newbolds Admin Building		
		NEWL	Newbolds Labs Building		
		DC	Delprats' Cottage		
	TAM (Tamworth)	AMB	Amberoo Apartments Janison Street Tamworth		
		TEC (Common site with TSA buildings)	Tamworth Education Centre		
		TSAA	Tamworth Student Accommodation Block A		
		TSAB	Tamworth Student		

			Accommodation Block B		
		TSAC	Tamworth Student Accommodation Block C		
		TSAD	Tamworth Student Accommodation Block D		
		TSAE	Tamworth Student Accommodation Block E		
	TAR (Taree)	FSA	Flett Street Accommodation		
		MEC	Manning Education Centre		
	PTMAC (Port Macquarie)	HFA	Highfields Block A - Port Macquarie		
		HFB	Highfields Block B - Port Macquarie		
	GOS	CM	Conservatorium of Music		

(e) Pest Control Services Prices

Description	Campus	Asset Code	Asset Name	Annual Lump Sum Total
Provision of Pest Control Services at listed Assets	CAL (Callaghan)	A	Architecture	
		ABEW	Architecture Built Environment Workshop	
		ADS	Architecture Design Studio	
		AE	Nusa	
		AN	Central Animal House	
		AOB	Academic Office Block	
		AS	Central Animal House store	
		AT	Art	
		ATC	Advanced Technology Centre	
		AV	Psychology	
		B	Biological Sciences	
		BA	Basden Theatre	
		BAR	Barahinebahn	
		BB	Bowman Building	
		BGH1	Biological Sciences Glasshouse 1	
		BGH2	Biological Sciences Glasshouse 2	
		BGH3	Biological Sciences Glasshouse 3	
		BGH4	Biological Sciences Glasshouse 4	
		BGH5	Biological Sciences Glasshouse 5	
		BHE	Bike Hub East	
		BHW	Bike Hub West	
		BPS	Biological Sciences Potting Shed	
		BRGH	Biological Sciences Greenhouse	
		BSC	Building Science	

	C	Chemistry	
	CE	Ceramics	
	CH	Chancellery	
	CT	Computing & Information Sciences	
	D	Design	
	DB	Drama Building	
	DS	Drama Studio	
	DT	Drama Theatre	
	EA	Engineering Administration	
	EB	Engineering Chemical & Materials	
	EC	Engineering Mechanical	
	ED	Engineering Civil & Surveying	
	EE	Engineering Electrical	
	EF	Engineering Classrooms	
	EG	Engineering Bulk Solids	
	EHA	Edwards Hall Block A	
	EHB	Edwards Hall Block B	
	EHC	Edwards Hall Block C	
	EHF	Edwards Hall Block F	
	EHS	Edwards Hall Block S	
	EHT	Edwards Hall Block T	
	EHX	Edwards Hall Block X	
	EHZ	Edwards Hall Block Z	
	ES	Engineering Science	
	ESCS	Earth Sciences Core shed	
	EVA	Evatt House Block A	
	EVAD	Evatt House Admin	
	EVB	Evatt House Block B	
	EVC	Evatt House Block C	
	EVCT	Evatt House Common room	
	EVD	Evatt House Block D	
	EVE	Evatt House Block E	
	EVF	Evatt House Block F	
	EVG	Evatt House Block G	
	EVH	Evatt House Block H	
	EVJ	Evatt House Block J	
	EVK	Evatt House Block k	
	EVL	Evatt House Laundry Block L	
	FS	Friends Shed	
	G	Earth Sciences	
	GH	The Great Hall	
	GP	General Purpose	
	GS	Gallery: School of fine art	

		H	Hunter	
		HPE	Health & Physical Education	
		IA	International House Block 1	
		IAM	International House Laundry	
		IB	International House Block 2	
		IC	International House Block 3	
		ICR	International House Common & Admin	
		ICT	Information & Communications Technology	
		ID	International House Block 4	
		IDC	Industry & Development Centre	
		IE	International House Block 5	
		II	International House Block 6	
		IJ	International House Block 7	
		IK	International House Block 8	
		IL	International House Block 9	
		IM	International House Block 10	
		IN	International House Block 11	
		INL	International House Laundry	
		IWR	International House Wardens Residence	
		KIN	Kintaiba Child Care	
		KOO	Kooinda Child Care	
		L	Auchmuty Library	
		LC	Language Centre	
		LS	Life Science	
		LSTH	Life Science Theatre	
		MC	McMullin	
		MCTH	McMullin Theatre	
		MS	Medical Science	
		MSW	Medical Sciences West	
		MW	3D Studio	
		SAA	West Residence	
		SAB	North Residence	
		SAC	East Residence	
		SAD	South Residence	
		NIERA	NIER Block A	
		NIERB	NIER Block B	
		NIER 1 B	NIER 1 B	
		NIERC	NIER Block C	
		NIERD	NIER Block D	
		NIERE	NIER Block E	
		NIERF	NIER Block F	

		NIERG	NIER Block G	
		NIERH	NIER Block H	
		NIERI	NIER Block I	
		NIERK	NIER Block K	
		NIERL	NIER Block L	
		NIERM	NIER Block M	
		NIERN	NIER Block N	
		NIERO	NIER Pump Station	
		NIERP	NIER Block P	
		NIERS	NIER Block S	
		OMS	Ovals Machinery Shed	
		OTS	Ovals Tractor Shed	
		P	Physics	
		RAD	Radioactive Waste store	
		RC	Research Cottage	
		RW	Richardson Wing	
		RWOP	Ray Watt Pavilion	
		SAS	Birabahn	
		SB	Science Building	
		SC	Student Services Centre	
		SCH	Sports & Aquatic Centre (The Forum)	
		SE	Special Education	
		SER	Facilities Management	
		SH	University Club – Isabella's	
		SP	Sports Pavilion	
		SR	Social Science	
		ST1	The Station Building 1	
		ST2	The Station Building 2	
		ST3	The Station Building 3	
		ST4	The Station Building 4	
		ST5	The Station Building 5	
		ST6	The Station Building 6	
		STH	Science Theatre	
		SW1	Sculpture Workshop	
		TA	Tunra Annexe	
		TC	Teaching Centre	
		UH	University Union Hunter	
		US	University Union Shortland	
		V	Mathematics	
		VA	Visual Arts Media studies	
		W	Behavioural Science	
		WON	Wonmayba Child Care	
		WP	Wetlands Pavilion	

OUR (Ourimbah)	AB	Administration Building	
	BC	Building & Construction Studies	
	BE	Building & Investment Centre of Excellence	
	BI	Business Incubator	
	BO	Business Offices	
	BR	Brackenview	
	BRT	Brackenview toilet facilities	
	CA	The Castle	
	CC	Child Care	
	CCA	Community College Admin	
	CCB	Community College Classrooms 1-3	
	CCC	Community College Classrooms 4-5	
	CCD	Community College Classrooms 7-8	
	CN1	Classrooms North 1	
	CN2	Classrooms North 2	
	CO	The Cottage	
	CPF	Central Plant Facility	
	CS	Classrooms South	
	ECS	Early Childhood Studies Centre	
	EH	Student Accommodation	
	EN	Education & Nursing	
	EXSA	Exercise Science Block A	
	EXSB	Exercise Science Block B	
	FA	Fine Art	
	FM	Facilities Management	
	GL	The Glen	
	HER	Hermitage	
	HI	Hillside	
	HIGH	Highview	
	HO	Humanities Offices	
	HW	Horticulture Workshop	
	IRC	Information Resource Centre	
	IT	IT Studies Centre	
	LO	Lodge	
	LT	Lecture Theatres 1 & 2	
	MA	Manor	
	MP	Multi Purpose	
	NHH	Nursery Hot House	
	NW	OURIMBAH Nursery Workshop	
	P2	Ponds 2	
	P4	Ponds 4	
	PO	Ponds 1	
	SA	Student Amenities	

		SL1	Science Labs 1	
		SL2	Science Labs 2	
		SO	Science Offices	
		SUO	Student Union Offices	
		TH	Tourism & Hospitality	
		TO	Technology Offices	
	NEWC (Newcastle City)	CON	Conservatorium	
		NH	Northumberland House	
		UNH	University House	
	MAY (Mayfield)	NEWA	Newbolds Admin Building	
		NEWL	Newbolds Labs Building	
		DC	Delprats' Cottage	
	PTMAC (Port Macquarie)	HFA	Highfields Block A - Port Macquarie	
		HFB	Highfields Block B - Port Macquarie	
	TAM (Tamworth)	AMB	Amberoo Apartments Janison Street Tamworth	
		RH	Tamworth Base Hospital (UDRH)	
		TEC	Tamworth Education Centre	
		TSAA	Tamworth Student Accommodation Block A	
		TSAB	Tamworth Student Accommodation Block B	
		TSAC	Tamworth Student Accommodation Block C	
		TSAD	Tamworth Student Accommodation Block D	
		TSAE	Tamworth Student Accommodation Block E	
	TAR (Taree)	FSA	Flett Street Accommodation	
		MEC	Manning Education Centre	
	GOS	CM	Conservatorium of Music	

(f) **Security Services Prices**

TABLE F1				
Description	Campus	Asset Code	Asset Name	Annual Lump Sum Total
Provision of Security Services	OUR (Ourimbah)	Whole of Site	Whole of Site	
	NEWC (Newcastle City)	CON	Conservatorium	
		NH	Northumberland House	
		UNH	University House	
	TAM (Tamworth)	AMB	Amberoo Apartments Janison Street Tamworth	
		TEC	Tamworth Education Centre	
		TSAA	Tamworth Student Accommodation Block A	

		TSAB	Tamworth Student Accommodation Block B	
		TSAC	Tamworth Student Accommodation Block C	
		TSAD	Tamworth Student Accommodation Block D	
		TSAE	Tamworth Student Accommodation Block E	
	TAR (Taree)	MEC	Manning Education Centre	
	MAIT (Maitland)	MAIT	Maitland	

(g) **Logistics Services Prices**

TABLE G1	
Description	Annual Lump Sum
Provision of Logistics Services at all Assets	

(h) **Fixed Plant and Equipment Rates**

Item of Fixed Plant and Equipment	Rate (ex GST)
Roof Height Safety Systems	
Lift and Elevators	
Battery Bank Charger Unit Emergency Lighting	
Battery Bank Charger Unit HV Control	
Electrical High Voltage Switchboard	
Electrical Distribution Boards	
Electrical High Voltage Switchgear	
Electrical High Voltage Transformer	
Electrical Local Control Stations	
Electrical Low Voltage MSB	
Electrical Main Switchboard	
Electrical Power Factor Correction Unit	
Emergency Generator	
Emergency Lighting Systems	
Hoists, Cranes and Lifting Devices	
Microturbine	
Metering – Electrical	
Uninterrupted Power Supply	

Item of Fixed Plant and Equipment	Rate (ex GST)
Fire Indication Panel	██████
Fire Indication Panel – Fire Suppression System	██████
Fire Dampers	██████
Fire Doors	██████
Fire Panel Emergency Intercommunication Warning System	██████
Building Passive Fire Protection and Penetrations Register	██████
Fire Pump Diesel	██████
Package Air Conditioner- Computer Room Remote Condenser	██████
Package Air Conditioning Split Indoor Unit	██████
Package Air Conditioning Split Outdoor Unit	██████
Package Air Conditioners Water Cooled	██████
Pumps	██████
Pressure Vessel	██████
Room Air Conditioners	██████
Split Air Conditioners – Ducted Outdoor Unit	██████
Split Air Conditioner – Outdoor Unit	██████
Split Air Conditioner – Outdoor Unit Multi Head	██████
Tanks Expansion	██████
Tanks Storage Chilled Water	██████
Tanks Storage Condenser Water	██████
Tanks Storage Heating Water	██████
Variable Air Volume Boxes	██████
VRV Air Conditioner – Indoor Unit	██████
VRV Air Conditioner – Outdoor Unit	██████
Variable Speed Drives	██████
Backflow Prevention Device	██████
Domestic Hot Water Thermostatic Mixing Valve	██████
Domestic Hot Water Units (all types including tempering valves)	██████
Dishwasher	██████
Drinking Water Unit – Boiling	██████
Drinking Water Unit –Boiling and Chilled	██████
Drinking Water Unit – Chilled	██████

Item of Fixed Plant and Equipment	Rate (ex GST)
Fire Pump Electric	██████
Fire Portables / Hydrants / Hose Reels	██████
Smoke Detection Systems – Battery Operation	██████
Fire Sprinkler System	██████
Smoke Ventilation Damper System (Non Fan-Forced)	██████
Smoke Ventilation System Fan	██████
Motor Control Centre Board	██████
Reticulation Pumps	██████
Tanks – Irrigation Storage Water	██████
Evaporative Air Conditioner	██████
Portable Air Conditioning Units	██████
Air Handling Outside Air Plenum	██████
Air Handling Units	██████
Delta BMS Controls	██████
Siemens BMS Controls	██████
Condenser Cooling Water	██████
Chillers – Air Cooled	██████
Chillers – Water Cooled	██████
Chilled Water Systems	██████
Chilled Water Pipework	██████
Cooling Towers	██████
Biocide and TDS Control Equipment	██████
Condenser Water Cooler	██████
Condenser Water Pipework	██████
Fan Bag House Exhaust	██████
Fans – Exhaust	██████
Fans – Heat Exchange Units	██████
Fan Return Air	██████
Fans – General	██████
Fans Supply Air	██████
Fans – Toilet and Amenities Ventilation	██████
Fan Coil Units	██████

Item of Fixed Plant and Equipment	Rate (ex GST)
Heat Exchangers	██████
Heater – Electric Duct	██████
Heater – Gas Duct	██████
Heater – Hydronic Panel Radiator	██████
Heating Water Systems	██████
Hot Water Generation – A/C	██████
Heating Water Pipework	██████
Mechanical Switchboard and Control Panels	██████
Pressurised Make-Up Systems	██████
Package Air Conditioners	██████
Package Air Conditioners – Air Cooled	██████
Package Air Conditioners – Computer Room	██████
Emergency Shower and Eyewash Station	██████
Hydraulic – Urinal Flushing System	██████
Hot Water Generators – Domestic Water	██████
Ice Machine	██████
Sewer Pumps	██████
Tanks – Acid Neutralising	██████
Tanks – Storage Domestic Hot Water	██████
Sewer Tank	██████
Tanks – Settling (Plastic Arrestor)	██████
Tanks – Storage Rainwater	██████
Tanks – Trade Waste	██████
Access Control – Controllers	██████
Access Control – Power Supply Units	██████
Air Compressors	██████
Air Curtain	██████
Desiccant Compressed Air Dryers	██████
Refrigerated Compressed Air Dryers	██████
Autoclaves	██████
Automatic Doors and Gates	██████
Automatic Skylight Systems	██████

Item of Fixed Plant and Equipment	Rate (ex GST)
Automatic Windows and Louvers	██████
Boiler- High Pressure Steam	██████
Condition Monitoring Systems (all)	██████
Emergency Phone	██████
Fans – Fume Hood Extraction Fans	██████
Fume Cabinets	██████
Fume Cabinet Fume Scrubber	██████
Forced Draft Coolers – Coolers / Freezers	██████
FD Cooler / Freezer Remote Condenser Unit	██████
FM Tools and Equipment	██████
Heating Water Generators – Pool	██████
Plant Growth Cabinet	██████
Plant Growth Cabinet Condenser Unit	██████
Pool Pumps	██████
Pool	██████
Parking Ticket Machine	██████
Pool Water Systems	██████
Air Compressed Tank	██████
Water Filtration – Steam Boilers	██████
Water Filtration – Sand Filters	██████
Water Filtration – Portable Water Filters	██████
Water Filtration – Rainwater	██████
Water Filtration – Reverse Osmosis	██████

(i) Fixed Plant and Equipment Services Prices

Description	Campus	Asset Code	Asset Name	Annual Lump Sum for Managed Asset						Total
				Annual Lump Sum HVAC	Annual Lump Sum Plumbing	Annual Lump Sum Fire Protection	Annual Lump Sum Electrical	Annual Lump Sum Transportation	Annual Lump Sum Specialist Services	
Provision of Fixed Plant and Equipment Services at listed Assets	CAL (Callaghan)	CALPRE1	Callaghan Campus Precinct 1 - Shortland							2
		CALPRE2	Callaghan Campus Precinct 2 - South							
		CALPRE3	Callaghan Campus Precinct 3 - Eastern Precinct - Residences							
		CALPRE4	Callaghan Campus Precinct 4 - Sports Precinct							
		CALPRE5	Callaghan Campus Precinct 5 - Hunter Precinct							
		CALPRE6	Callaghan Campus Precinct 6 - Arts Precinct							
		CALPRE7	Callaghan Campus Precinct 7 - Engineering Precinct							
		CALPRE8	Callaghan Campus Precinct 8 - NIER Precinct							
		A	Architecture							
		ABEW	Architecture Built Environment Workshop							
		ADS	Architecture Design Studio							
		AE	Nusa							
		AN	Central Animal House							
		AOB	Academic Office Block							
		AS	Central Animal House store							

		AT	Art								
		ATC	Advanced Technology Centre								
		AV	Psychology								
		B	Biological Sciences								
		BA	Basden Theatre								
		BAR	Barahinebahn								
		BB	Bowman Building								
		BGH1	Biological Sciences Glasshouse 1								
		BGH2	Biological Sciences Glasshouse 2								
		BGH3	Biological Sciences Glasshouse 3								
		BGH4	Biological Sciences Glasshouse 4								
		BGH5	Biological Sciences Glasshouse 5								
		BHE	Bike Hub East								
		BHW	Bike Hub West								
		BPS	Biological Sciences Potting Shed								
		BRGH	Biological Sciences Greenhouse								
		BSC	Building Science								
		C	Chemistry								
		CE	Ceramics								
		CH	Chancellery								
		CT	Computing & Information Sciences								
		D	Design								
		DB	Drama Building								

		DS	Drama Studio							
		DT	Drama Theatre							
		EA	Engineering Administration							
		EB	Engineering Chemical & Materials							
		EC	Engineering Mechanical							
		ED	Engineering Civil & Surveying							
		EE	Engineering Electrical							
		EF	Engineering Classrooms							
		EG	Engineering Bulk Solids							
		EHA	Edwards Hall Block A							
		EHB	Edwards Hall Block B							
		EHC	Edwards Hall Block C							
		EHF	Edwards Hall Block F							
		EHS	Edwards Hall Block S							
		EHT	Edwards Hall Block T							
		EHX	Edwards Hall Block X							
		EHZ	Edwards Hall Block Z							
		ES	Engineering Science							
		ESCS	Earth Sciences Core shed							
		EVA	Evatt House Block A							
		EVAD	Evatt House Admin							
		EVB	Evatt House Block B							
		EVC	Evatt House Block C							
		EVCT	Evatt House Common room							
		EVD	Evatt House Block D							
		EVE	Evatt House Block E							
		EVF	Evatt House Block F							

		EVG	Evatt House Block G							
		EVH	Evatt House Block H							
		EVJ	Evatt House Block J							
		EVK	Evatt House Block k							
		EVL	Evatt House Laundry Block L							
		FS	Friends Shed							
		G	Earth Sciences							
		GH	The Great Hall							
		GP	General Purpose							
		GRTS	Groundwater remediation test shed							
		GS	Gallery: School of fine art							
		H	Hunter							
		HPE	Health & Physical Education							
		IA	International House Block 1							
		IAM	International House Laundry							
		IB	International House Block 2							
		IC	International House Block 3							
		ICR	International House Common & Admin							
		ICT	Information & Communications Technology							
		ID	International House Block 4							
		IDC	Industry & Development Centre							
		IE	International House Block 5							
		II	International House Block 6							
		IJ	International House Block 7							
			House Block 8							

		IL	International House Block 9									
		IM	International House Block 10									
		IN	International House Block 11									
		INL	International House Laundry									
		IWR	International House Wardens Residence									
		KIN	Kintaiba Child Care									
		KOO	Kooinda Child Care									
		L	Auchmuty Library									
		LC	Language Centre									
		LS	Life Science									
		LSTH	Life Science Theatre									
		MC	McMullin									
		MCTH	McMullin Theatre									
		MS	Medical Science									
		MSW	Medical Sciences West									
		MW	3D Studio									
		SAA	West Residence									
		SAB	North Residence									
		SAC	East Residence									
		SAD	South Residence									
		NIERA	NIER Block A									
		NIERB	NIER Block B									
		NIERC	NIER Block C									
		NIERD	NIER Block D									
		NIERE	NIER Block E									
		NIERF	NIER Block F									

		NIERG	NIER Block G							
		NIERH	NIER Block H							
		NIERI	NIER Block I							
		NIERK	NIER Block K							
		NIERL	NIER Block L							
		NIERM	NIER Block M							
		NIERN	NIER Block N							
		NIERO	NIER Pump Station							
		NIERP	NIER Block P							
		NIERS	NIER Block S							
		OMS	Ovals Machinery Shed							
		OTS	Ovals Tractor Shed							
		P	Physics							
		RC	Research Cottage							
		RW	Richardson Wing							
		RWOP	Ray Watt Pavilion							
		SAS	Birabahn							
		SB	Science Building							
		SC	Student Services Centre							
		SCH	Sports & Aquatic Centre (The Forum)							
		SE	Special Education							
		SER	Facilities Management							
		SH	University Club - Isabella's							
		SP	Sports Pavilion							
		SR	Social Science							
		ST1	The Station Building 1							
		ST2	The Station Building 2							

		ST3	The Station Building 3																			
		ST4	The Station Building 4																			
		ST5	The Station Building 5																			
		ST6	The Station Building 6																			
		STH	Science Theatre																			
		SW1	Sculpture Workshop																			
		TA	Tunra Annexe																			
		TC	Teaching Centre																			
		UH	University Union Hunter																			
		US	University Union Shortland																			
		V	Mathematics																			
		VA	Visual Arts Media studies																			
		W	Behavioural Science																			
		WON	Wonnayba Child Care																			
		WP	Wetlands Pavilion																			
	OUR (Ourimbah)	OURPRE1	Ourimbah Precinct 1 - Western Entries & Car Parks																			
			Ourimbah Precinct 2 - Northern Zone																			
		OURPRE3	Ourimbah Precinct 3 - Central Zone																			
		OURPRE4	Ourimbah Precinct 4 - Southern Zone																			
		OURPRE5	Ourimbah Precinct 5 - Glasshouse Zone																			
		OURPRE6	Ourimbah Precinct 6 - Biodiversity Offset (Creek)																			
		OURPRE7	Ourimbah Precinct 7 - Bushland																			
		AB	Administration Building																			
		BC	Building & Construction																			

	Studies							
BE	Building & Investment Centre of Excellence							
BI	Business Incubator							
BO	Business Offices							
BR	Brackenview							
BRT	Brackenview toilet facilities							
CA	The Castle							
CC	Child Care							
CCA	Community College Admin							
CCB	Community College Classrooms 1-3							
CCC	Community College Classrooms 4-5							
CCD	Community College Classrooms 7-8							
CN1	Classrooms North 1							
CN2	Classrooms North 2							
CO	The Cottage							
CPF	Central Plant Facility							
CS	Classrooms South							
ECS	Early Childhood Studies Centre							
EH	Student Accommodation							
EN	Education & Nursing							
EXSA	Exercise Science Block A							
EXSB	Exercise Science Block B							
FA	Fine Art							
FM	Facilities Management							
GL	The Glen							

	HER	Hermitage							
	HI	Hillside							
	HIGH	Highview							
	HO	Humanities Offices							
	HW	Horticulture Workshop							
	IRC	Information Resource Centre							
	IT	IT Studies Centre							
	LO	Lodge							
	LT	Lecture Theatres 1 & 2							
	MA	Manor							
	MP	Multi Purpose							
	NHH	Nursery Hot House							
	NP	OURIMBAH Nursery Potting Shed							
	NW	OURIMBAH Nursery Workshop							
	P2	Ponds 2							
	P4	Ponds 4							
	PO	Ponds 1							
	SA	Student Amenities							
	SL1	Science Labs 1							
	SL2	Science Labs 2							
	SO	Science Offices							
	SUO	Student Union Offices							
	TH	Tourism & Hospitality							
	TO	Technology Offices							
	NEWC (Newcastle)	CON	Conservatorium						
		NH	Northumberland House						

	City)									
	MAY (Mayfield)	UNH	University House							
		NEWA	Newbolds Admin Building							
		NEWL	Newbolds Labs Building							
		DC	Delprats' Cottage							
	PTMAC (Port Macquarie)	HFA	Highfields Block A - Port Macquarie							
		HFB	Highfields Block B - Port Macquarie							
	TAM (Tamworth)	AMB	Amberoo Apartments Janison Street Tamworth							
		RH	Tamworth Base Hospital (UDRH)							
		TEC	Tamworth Education Centre							
		TSAA	Tamworth Student Accommodation Block A							
		TSAB	Tamworth Student Accommodation Block B							
		TSAC	Tamworth Student Accommodation Block C							
		TSAD	Tamworth Student Accommodation Block D							
		TSAE	Tamworth Student Accommodation Block E							
	TAR (Taree)	FSA	Flett Street Accommodation							
		MEC	Manning Education Centre							
	GOS (Gosford)	CM	Conservatorium of Music							
	JHH (John Hunter Hospital)	RSU	Research Support Unit							

(j) **Variation % for planned services of Fixed Plant and Equipment**

Asset	% Variation
Premium	■
Comprehensive	■
Reactive	■
Secure	■

(k) General Building Services Prices

Description	Campus	Asset Code	Asset Name	Asset lamp replacement	Ease and adjust doors and windows including lock maintenance	Toilet and urinal cisterns leaks or malfunctions	Roof leaks and / or maintain water tightness	External Grounds & Car Park lamp replacements	Total Annual Lump Sum
Provision of General Building Services at the listed Facilities	CAL (Callaghan)	All Grounds Precincts	All Grounds Precincts	NA	NA	NA	NA	██████	██████
	OUR (Ourimbah)	All Grounds Precincts	All Grounds Precincts	NA	NA	NA	NA	██████	██████
	MAY (Mayfield)	NEWA & NEWL Site	NEWA & NEWL Site	NA	NA	NA	NA	██████	██████
	TAM (Tamworth)	TEC (including all TSA Building) Site	TEC (including all TSA Building) Site	NA	NA	NA	NA	██████	██████
	PTMAC (Port Macquarie)	HFA & HFB Site	HFA & HFB Site	NA	NA	NA	NA	██████	██████
	TAR (Taree)	FSA Site	FSA Site	NA	NA	NA	NA	██████	██████
	TAR (Taree)	MEC Site	MEC Site	NA	NA	NA	NA	██████	██████
	CAL (Callaghan)	ADS	Architecture Design Studio	██████	██████	██████	██████	█	██████
		ATC	Advanced Technology Centre	██████	██████	██████	██████	█	██████
		AV	Psychology	██████	██████	██████	██████	█	██████
		B	Biological Sciences	██████	██████	██████	██████	█	██████
		BA	Basden Theatre	██████	██████	██████	██████	█	██████
		BAR	Barahinebahn	██████	██████	██████	██████	█	██████
		BB	Bowman Building	██████	██████	██████	██████	█	██████

	CH	Chancellery						
	CT	Computing & Information Sciences						
	D	Design						
	EHA	Edwards Hall Block A						
	EHB	Edwards Hall Block B						
	EHC	Edwards Hall Block C						
	EHF	Edwards Hall Block F						
	EHS	Edwards Hall Block S						
	EHT	Edwards Hall Block T						
	EHX	Edwards Hall Block X						
	EHZ	Edwards Hall Block Z						
	EVA	Evatt House Block A						
	EVAD	Evatt House Admin						
	EVB	Evatt House Block B						
	EVC	Evatt House Block C						
	EVCT	Evatt House Common room						
	EVD	Evatt House Block D						
	EVE	Evatt House Block E						
	EVF	Evatt House Block F						
	EVG	Evatt House Block G						
	EVH	Evatt House						

		Block H						
	EVJ	Evatt House Block J						
	EVK	Evatt House Block k						
	GH	The Great Hall						
	GP	General Purpose						
	GS	Gallery: School of fine art						
	IA	International House Block 1						
	IAM	International House Laundry						
	IB	International House Block 2						
	IC	International House Block 3						
	ICR	International House Common & Admin						
	ICT	Information & Communications Technology						
	ID	International House Block 4						
	IDC	Industry & Development Centre						
	IE	International House Block 5						
	II	International House Block 6						
	IJ	International House Block 7						
	IK	International House Block 8						
	IL	International House Block 9						
	IM	International						

		House Block 10						
	IN	International House Block 11						
	IWR	International House Wardens Residence						
	L	Auchmuty Library						
	LC	Language Centre						
	LS	Life Science						
	MS	Medical Science						
	MSW	Medical Sciences West						
	NIERA	NIER Block A						
	NIERC	NIER Block C						
	RW	Richardson Wing						
	SAA	West Residence						
	SAB	North Residence						
	SAC	East Residence						
	SAD	South Residence						
	SAS	Birabahn						
	SC	Student Services Centre						
	SCH	Sports & Aquatic Centre (The Forum)						
	SH	University Club - Isabella's						
	US	University Union Shortland						
	VA	Visual Arts Media studies						
	OUR (Ourimbah)	Administration Building						

		BE	Building & Investment Centre of Excellence						
		BO	Business Offices						
		EH	Student Accommodation						
		EN	Education & Nursing						
		EXSA	Exercise Science Block A						
		EXSB	Exercise Science Block B						
		FA	Fine Art						
		IRC	Information Resource Centre						
		IT	IT Studies Centre						
		LT	Lecture Theatres 1 & 2						
		SA	Student Amenities						
		SL1	Science Labs 1						
		SL2	Science Labs 2						
		SO	Science Offices						
		SUO	Student Union Offices						
		TH	Tourism & Hospitality						
	TAM (Tamworth)	TEC	Tamworth Education Centre						
		TSAA	Tamworth Student Accommodation Block A						
		TSAB	Tamworth Student						

		Accommodation Block B						
	TSAC	Tamworth Student Accommodation Block C						
	TSAD	Tamworth Student Accommodation Block D						
	TSAE	Tamworth Student Accommodation Block E						
	AMB	Amberoo Apartments Janison Street Tamworth						
	RH	Tamworth Base Hospital (UDRH)						
	PTMAC (Port Macquarie)	HFA						
		HFB						
	TAR (Taree)	MEC						
		FSA						
	Total Annual Lump Sum for General Building Services							

Campus	Asset Code	Asset Name	Asset lamp replacements	Ease and adjust doors and windows including lock maintenance	Toilet and urinal cisterns leaks or malfunctions	Roof leaks and / or maintain water tightness	External Grounds & Car Park lamp replacements	Total Annual Lump Sum
	A	Architecture						
	ABEW	Architecture Built Environment Workshop						
	AE	Nusa						
	AF	Animal Feed Shed						
	AN	Central Animal House						
	AOB	Academic Office Block						
	AS	Central Animal House store						
	AT	Art						
	BC	Building & Construction Studies						
	BGH1	Biological Sciences Glasshouse 1						
	BGH2	Biological Sciences Glasshouse 2						
	BGH3	Biological Sciences Glasshouse 3						
	BGH4	Biological Sciences Glasshouse 4						
	BGH5	Biological Sciences Glasshouse 5						
	BGRH	BIOLOGICAL SCIENCES GREENHOUSE						
	BHE	Bike Hub East						
	BHW	Bike Hub West						

	BI	Business Incubator						
	BPS	Biological Sciences Potting Shed						
	BR	Brackenview						
	BRGH	Biological Sciences Greenhouse						
	BRT	Brackenview toilet facilities						
	BSC	Building Science						
	C	Chemistry						
	CA	The Castle						
	CC	Child Care						
	CCA	Community College Administration						
	CCB	Community College Classrooms 1-3						
	CCC	Community College Classrooms 4-5						
	CCD	Community College Classrooms 7-8						
	CE	Ceramics						
	CM	OURIMBAH: CONSERVATORIUM OF MUSIC						
	CN1	Classrooms North 1						
	CN2	Classrooms North 2						
	CO	The Cottage						
	CON	Conservatorium						
	CS	Classrooms South						
	DB	Drama Building						
	DS	Drama Studio						
	DT	Drama Theatre						
	EA	Engineering Administration						

	EB	Engineering Chemical & Materials						
	EC	Engineering Mechanical						
	ECS	Early Childhood Studies Centre						
	ED	Engineering Civil & Surveying						
	EE	Engineering Electrical						
	EF	Engineering Classrooms						
	EG	Engineering Bulk Solids						
	EHL	Student Accommodation						
	ES	Engineering Science						
	EVL	Evatt House Block L						
	EVWR	Evatt House Wardens residence						
	FM	Facilities Management						
	G	Earth Sciences						
	GL	The Glen						
	H	Hunter						
	HER	Hermitage						
	HI	Hillside						
	HIGH	Highview						
	HO	Humanities Offices						
	HPE	Health & Physical Education						
	HUN	468 Hunter Street						
	HW	Horticulture Workshop						
	KIN	Kintaiba Child Care						
	KOO	Kooinda Child Care						
	LO	Lodge						
	LSTH	Life Science Theatre						

	MA	Manor						
	MC	McMullin						
	MCTH	McMullin Theatre						
	MEF	Maitland Education Facility						
	MP	OURIMBAH: MULTI PURPOSE TEACHING						
	MW	ART GRADUATE WORKSHOP - Callaghan						
	NEWA	NEWBOLDS ADMINISTRATION						
	NEWL	NEWBOLDS LABORATORY						
	NH	NORTHUMBERLAND HOUSE						
	NIERB	NIER - B Block						
	NIERD	NIER - D Block:						
	NIERE	NIER - E Block:						
	NIERF	NIER - F Block:						
	NIERG	NIER - G Block: Shortland						
	NIERH	NIER - H Block: Shortland						
	NIERJ	NIER - J Block: Shortland						
	NIERK	NIER - K Block: Shortland						
	NIERL	NIER - L Block: Shortland Precinct						
	NIERM	NIER - M Block						
	NIERN	NIER - N Block: Shortland Precinct						
	NIERP	NIER - P Block: Shortland Precinct						
	NIERS	NIER - S Block: FM Store						

	NP	OURIMBAH: NURSERY POT TING SHED	■	■	■	■	■	■
	NS	OURIMBAH : NURSERY SH ADE HOUSE	■	■	■	■	■	■
	NW	OURIMBAH: NURSERY WO RKSHOP	■	■	■	■	■	■
	P	Physics	■	■	■	■	■	■
	P2	Ponds 2	■	■	■	■	■	■
	P4	Ponds 4	■	■	■	■	■	■
	PO	OURIMBAH: PONDS 1 [PO DIATRY]	■	■	■	■	■	■
	RC	RESEARCH COTTAGE	■	■	■	■	■	■
	RWOP	RAY WATT OVAL PAVILION	■	■	■	■	■	■
	SB	SCIENCE BUILDING	■	■	■	■	■	■
	SE	SPECIAL EDUCATION CENT RE	■	■	■	■	■	■
	SER	FACILITIES MANAGEMENT - CALLAGHAN	■	■	■	■	■	■
	SK	OURIMBAH: STUDENT UNI ON KIOSK	■	■	■	■	■	■
	SP	Sports Pavilion	■	■	■	■	■	■
	SR	SOCIAL SCIENCES	■	■	■	■	■	■
	ST1	THE STATION ST1	■	■	■	■	■	■
	ST2	THE STATION ST2	■	■	■	■	■	■
	ST3	THE STATION ST3	■	■	■	■	■	■
	ST4	THE STATION - ST4	■	■	■	■	■	■
	ST5	THE STATION - ST5.	■	■	■	■	■	■
	ST6	THE STATION - ST6	■	■	■	■	■	■
	STH	SCIENCE THEATRE: Buildin g	■	■	■	■	■	■
	SW1	SCULPTURE WORKSHOP N o. 1	■	■	■	■	■	■

	TC	Teaching Centre	████	████	████	████	█	████
	TO	Technology Offices	████	████	████	████	█	████
	UH	UNIVERSITY UNION: HUNTER	████	████	████	████	█	████
	UNH	UNIVERSITY HOUSE: City Campus	████	████	████	████	█	████
	V	MATHEMATICS	████	████	████	████	█	████
	W	BEHAVIOURAL SCIENCES	████	████	████	████	█	████
	WON	WONNAYBA - CHILD CARE CENTRE	████	████	████	████	█	████
	WP	WETLANDS PAVILION	████	████	████	████	█	████





████

(I) Engineering Services Prices

TABLE J1				
Description	Campus	Asset Code	Asset Name	Annual Lump Sum Total
Provision of Engineering Services at listed Assets	CAL (Callaghan)	ATC	Advanced Technology Centre	
		AV	Psychology	
		BA	Basden Theatre	
		BAR	Barahinebahn	
		BB	Bowman Building	
		B	Biological Sciences	
		BGH1	Biological Sciences Glasshouse 1	
		CALPRE1	Callaghan Precinct 1	
		CALPRE2	Callaghan Precinct 2	
		CALPRE3	Callaghan Precinct 3	
		CALPRE4	Callaghan Precinct 4	
		CALPRE8	Callaghan Precinct 8	
		CH	Chancellery	
		C	Chemistry	
		CB	Commonwealth Bank	
		CT	Computing & Information Sciences	
		D	Design	
		EHA	Edwards Hall Block A	
		GH	The Great Hall	
		H	Hunter	
		EA	Engineering Administration	
		EC	Engineering Mechanical	
		EE	Engineering Electrical	
		IH	International House (multiple buildings)	
		L	Auchmuty Library	
		LS	Life Science	
		MSW	Medical Sciences West	
		ICT	Information & Communications Technology	
		IDC	Industry & Development Centre	
		NIERC	NIER Block C	
		RW	Richardson Wing	
		SC	Student Services Centre	
		SCH	Sports & Aquatic Centre (The Forum)	
		SER	Facilities Management	
		SH	University Club - Isabella's	
		LSTH	Life Science Theatre	
		MS	Medical Science	

		NIERA	NIER Block A	
		KIN	Kintaiba Child Care	
		KOO	Koinda Child Care	
		NIERB	NIER Block B	
		NIERG	NIER Block G	
		NIERN	NIER Block N	
		SB	Science Building	
		SR	Social Science	
		OMS	Ovals Machinery Shed	
		US	University Union Shortland	
		UH	University Union Hunter (Both)	
		V	Mathematics	
		W	Behavioural Science	
		WON	Wonayba Child Care	
	OUR (Ourimbah)	IRC	Information Resource Centre	
		SL1	Science Labs 1	
		AB	Administration Building	
		CPF	Central Plant Facility	
		EN	Education & Nursing	
		EXSA	Exercise Science Block A	
		FA	Fine Art	
		IT	IT Studies Centre	
		LT	Lecture Theatres 1 & 2	
		SA	Student Amenities	
		TH	Tourism & Hospitality	
		BI	Business Incubator	
		CC	Child Care	
		CN1	Classrooms North 1	
		CN2	Classrooms North 2	
		CS	Classrooms South	
		ECS	Early Childhood Studies Centre	
		CCA	Community College Admin	
		GL	The Glen	
		OURPRE2	OUR Precinct 2	
		OURPRE3	OUR Precinct 3	
		OURPRE4	OUR Precinct 4	
	NEWC (Newcastle City)			
	MAY (Mayfield)	UNH	University House	
		NEWA	Newbolds Admin Building	
	TAM (Tamworth)	TEC	Tamworth Education Centre	
		TSAA	Tamworth Student Accommodation Block A	

Maintenance and Facilities Services Agreement

		TSAB	Tamworth Student Accommodation Block B	
		TSAC	Tamworth Student Accommodation Block C	
		TSAD	Tamworth Student Accommodation Block D	
		TSAE	Tamworth Student Accommodation Block E	

Schedule 5 – Ad Hoc Services Rates

1. Ad Hoc Services Rates

For the purposes of this Schedule 5, “Business Hours” means the period between 6:00am and 6:00pm.

Ad Hoc Service Skill	Rate Normal Business Hours (ex GST)	Rate Outside Business Hours (applicable to Priority 1 Service Requests only where responded to within prescribed time)
Band 1		
Graffiti Removalist	██████	██████
Grounds Person	██████	██████
Security Officer	██████	██████
Apprentices (All)	██████	██████
Trade Assistant	██████	██████
Removalist	██████	██████
Band 2		
Pest and Vermin Controller	██████	██████
Glazier	██████	██████
Tree Lopper	██████	██████
Band 3		
Artificial Surface	██████	██████
Asbestos Removalist	██████	██████
Bricklayer	██████	██████
Carpenter	██████	██████
Carpet Layer	██████	██████
Commercial Whitegoods Technician	██████	██████
Concrete Worker	██████	██████
Electrician	██████	██████
Mason	██████	██████
Mechanical Fitter	██████	██████

Ad Hoc Service Skill	Rate Normal Business Hours (ex GST)	Rate Outside Business Hours (applicable to Priority 1 Service Requests only where responded to within prescribed time)
Mechanical Fitter Boiler	████	████
Metalworker	████	████
Painter	████	████
Plumber	████	████
Roof Plumber	████	████
Tiler	████	████
Welder	████	████
All Other Trades	████	████
Band 4		
Arborist	████	████
Arborist AQF Level 3	████	████
Arborist AQF Level 5	████	████
Controls Technician	████	████
Data and Communications Technician	████	████
Diesel Mechanic	████	████
Electrician HV	████	████
Fire Services	████	████
Gas Fitter	████	████
Instrument Technician	████	████
Lift Mechanic	████	████
Locksmith	████	████
Refrigeration Mechanic	████	████
Sprinkler Technician	████	████
Water Treatment Specialist	████	████

Call Out Fee	Call Out Fixed Fee for Normal Business Hours (for Priority 1 Service Requests only) - Band 3 Trades	Call Out Fixed Fee Outside Business Hours (for Priority 1 Service Requests only) - Band 3 Trades	Call Out Fixed Fee for Normal Business Hours (for Priority 1 Service Requests only) - Band 4 Trades	Call Out Fixed Fee Outside Business Hours (for Priority 1 Service Requests only) - Band 4 Trades
Fixed call out fee per trade per incident (applies only to Band 3 and Band 4 trades. No call out fee or minimum charge for Band 1 and Band 2 trades).	If the trade provider is on site there will be no charge, if not a minimum of 2 hours at the applicable trade rate above will be charged	Minimum of 2 hours at the applicable trade rate above will be charged	If the trade provider is on site there will be no charge, if not a minimum of 4 hours at the applicable trade rate above will be charged	Minimum of 4 hours at the applicable trade rate above will be charged

GLAZING RATES		
Service Description	Units	Rate
Glazing repair		
Replacement of Clear and Obscure glass in the following thicknesses and sizes:-		
4mm Thick		
Up to 0.5 m2	each pane	
Over 0.5 m2 to 1.0 m2	each pane	
5mm Thick and above		
Up to 0.5 m2	each pane	
Over 0.5 m2 to 1.0 m2	each pane	
Over 1.0 m2 to 1.5 m2	each pane	
Replacement of Laminated Clear Glass 6.38mm Thick		
Up to 0.5 m2	each pane	
Over 0.5 m2 to 1.0 m2	each pane	
Over 1.0 m2 to 1.5 m2	each pane	
Over 1.5 m2 to 2.0 m2	each pane	
Over 2.0 m2 to 2.5 m2	each pane	
Replacement of Laminated Obscure Glass 6.38mm Thick:		
Up to 0.5 m2	each pane	
Over 0.5 m2 to 1.0 m2	each pane	
Replacement of Clear and Obscure Wired Safety Glass with Laminated Clear and Obscure Glass 6.38mm Thick:		
Up to 0.5 m2	each pane	
Over 0.5 m2 to 1.0 m2	each pane	
Replacement of Clear and Obscure Louvres (in metal or timber frame) with Laminated Clear and Obscure Louvres 6.38mm Thick:		

0 to 10 on a single occasion	each louvre	■■■■
0 to over 10 on a single occasion	each louvre	■■■■
Replacement of Laminated or Safety Wired Glass Louvres (in metal or timber frame) with Laminated Glass Louvres 6.38mm Thick:		■
0 to 10 on a single occasion	each louvre	■■■■
0 to over 10 on a single occasion	each louvre	■■■■
Replacement of Laminated or Clear and Obscure Wired Safety Glass with 'Lexan' 6mm Thick:		■
Up to 0.5 m2	each pane	■■■■
Over 0.5 m2 to 1.0 m2	each pane	■■■■
Other Glazing Items		
Replacement of glass for which there is not a separate item in the Schedules.	each pane	■■■■
Removal security grilles/screens and reinstallation of the same to windows up to and including 4 sq. metres (excluding flyscreens) where required to replace glazing.	each window	■■■■
Removal security grilles/screens and reinstallation of the same to windows over to 4 sq. metres (excluding flyscreens) where required to replace glazing.	each window	■■■■
Surcharge for height where the window sill height is more than 1500mm above the external ground, internal floor veranda or walkway level, and the glazing work cannot be carried out internally:-		
1501 to 4500mm	N/A	■■■■
4501 to 7500mm	N/A	■■■■
7501mm and above	N/A	■■■■
Preparation and painting of timber beads, putty and all affected surfaces associated with glazing replacement in accordance with the product manufacturers' requirements.	each window	■■■■

Ad Hoc Service	Unit	Rate (ex GST)
Vacant clean to Residential Accommodation Space Class N	m ²	■■■■
Vacant clean to Residential Accommodation Space Class O	m ²	■■■■
Vacant clean to Residential Accommodation Space Class T	m ²	■■■■
Deep Steam Carpet Cleaning	m ²	■■■■

Hydro Excavation	p/h	■
Skid-Steer Loader 1 to 3 tonne and Truck	p/h	■
Logistics Services	p/h	■
Water Jetter and CCTV	p/h	■

Margin on Material Cost	%
Margin applied to material cost	■

Schedule 6 – Key Personnel Positions

Key Personnel Position	Occupant as at Commencement Date
General Manager, Facilities Management	██████████
Contract Manager	██████████
Facility Manager (Central Coast, Hunter, City and North Coast)	██████████
Facility Manager (Callaghan)	██████████
Transition Manager	██████████
Strategic Asset Engineer	██████████
Cleaning Manager	██████████
Regional Environmental Manager	██████████
Business Analyst	██████████

Schedule 7 – Key Subcontractors

Name and Address of Subcontractor	Details of Service to be Provided
[REDACTED]	Grounds Services
[REDACTED]	
[REDACTED]	Grounds Services
[REDACTED]	
[REDACTED]	Grounds Services
[REDACTED]	
[REDACTED]	Grounds Services
[REDACTED]	
[REDACTED]	Grounds Services
[REDACTED]	
[REDACTED]	Automatic Doors (FP&E, GBS, ES)
[REDACTED]	
[REDACTED]	Electrical (FP&E, GBS, ES)
[REDACTED]	
[REDACTED]	Electrical (FP&E, GBS, ES)
[REDACTED]	
[REDACTED]	Fire (FP&E, GBS, ES)
[REDACTED]	
[REDACTED]	Plumbing (FP&E, GBS, ES)
[REDACTED]	
[REDACTED]	Transport (FP&E, GBS, ES)
[REDACTED]	
[REDACTED]	Pest Control Services
[REDACTED]	
[REDACTED]	Security Services (Electronic Security and

Name and Address of Subcontractor	Details of Service to be Provided
[REDACTED]	Guarding)
[REDACTED] [REDACTED]	Waste Removal (Hygiene Services)
[REDACTED] [REDACTED] [REDACTED]	Waste Removal Services
[REDACTED] [REDACTED]	Logistics Services

Schedule 8 – Plan Requirements and Timetable for Finalisation and Review

1. General

- (a) This Schedule sets out the requirements for the Plans required under this Agreement.
- (b) Without limiting this Agreement, the Initial Plans provide a minimum basis for the respective Plans.
- (c) Each Plan must contain, as a minimum, the content specified in this Agreement and this Schedule.
- (d) The Contractor must not decrease or otherwise reduce the scope of any Plan, or the scope of work or level of effort or expertise required by a Plan, or the number of personnel required, including in any revision of a Plan, without the prior written approval of the Principal
- (e) The Plans must be further developed and updated as required during the Term to address:
 - (i) changes in the management structure or process; and
 - (ii) changes identified by the continuous improvement of processes.
- (f) As a minimum the Plans are to be updated and resubmitted to the Principal in accordance with the frequency identified in this Schedule.
- (g) In updating each Plan, the Contractor should take account of the fact that the Principal's aim is to achieve an optimal balance between planned and unplanned services depending upon whether an Asset is a Premium, Comprehensive, Managed, Reactive or Secure Asset and by applying the following differential maintenance framework.

Issue	Premium Asset	Comprehensive Asset	Managed Asset	Reactive Asset	Secure Asset
Reliability	Must perform as designed and commissioned.	Should perform as designed and commissioned with minimal breakdowns.	Mostly function as designed and commissioned with some breakdowns.	Has a limited life or is in use on an interim basis.	Poor functionality, extensive deterioration and frequent breakdowns.
Service Outcomes	Must operate continuously on as "as new" basis. Any	To be preserved in good condition both functionally and visually. Any	Essential functionality should be preserved and	Maintenance should minimise current	Maintenance to be aimed at maintaining safety and

Issue	Premium Asset	Comprehensive Asset	Managed Asset	Reactive Asset	Secure Asset
	failures must be corrected unobtrusively and hastily.	failures to be attended to without delay.	any failures should be rectified before consequential damage occurs.	operational costs while maintaining functionality for operational and statutory purposes.	security and limiting costs.
Service Efficiency	Equipment and building components must always be in operating condition. Service and maintenance calls should be rare and responded to urgently.	Equipment and building components must almost always be in operating condition. Service and maintenance calls should be responded to promptly.	Equipment and building components must be periodically upgraded, but not usually to the level to control the effects of normal usage and deterioration. Service and maintenance calls should be responded to in a timely manner.	Equipment and building components are frequently broken and inoperative. Normal usage and deterioration continues unabated, making buildings and equipment inadequate to meet present use needs.	Equipment and building components are routinely broken and inoperative. Normal usage and deterioration continues unabated, making buildings and equipment inadequate to meet present use needs.
Aesthetics	Should have no defects in condition and appearance.	May have superficial wear and tear but should be in overall good condition both visually and functionally.	Will be minor deterioration evident relative to age and use with some required attention.	Has deteriorated badly and has poor appearance.	Not applicable.
Backlog	Managed through life cycle replacement works.	Addressed via major maintenance funding to improve or maintain overall condition rating.	Conditional and functional backlog considered, but driven by strategic needs.	Backlog considered outside of maintenance activity (major refurbishment projects).	Backlog unlikely to be addressed.

2. Plan Summaries

Each Plan must include a summary that incorporates the following:

- (a) **Purpose of the Plan:** a clear description of the Plan's purpose. This must be from the Contractor's perspective and must include, but not necessarily be limited to, addressing how the Principal and Contractor will achieve the Primary Objectives;

- (b) **Key features:** a clear description of the key features of the plan;
- (c) **Issues and outcomes:** a clear description of key issues relating to the Plan and the outcomes that the Plan is intended to deliver; and
- (d) **Approach:** a clear description of the proposed approach to be adopted by the Contractor to address the key issues and achieve each of the outcomes.

3. General Requirements for Key Personnel

Where a Plan requires role descriptions of nominated Key Personnel to be provided, each role description must include the following for each role:

- (a) description of role;
- (b) reporting structure, above and below;
- (c) **duration:** planned start and finish dates and utilisation during this period (ie. time dedicated to performing the Service as a percentage the of total available Business Days during the period);
- (d) key accountabilities and responsibilities;
- (e) minimum qualifications;
- (f) minimum experience;
- (g) key skills and competencies; and
- (h) any other relevant issues.

4. Submission Requirements

The Plans identified within this Schedule are to be submitted and updated in accordance with the following table:

Plan Title	Submission Period (Days after Execution Date)	Update Frequency (minimum review period)
Management Services Plan	60	Every 180 days
Cleaning Services Plan	60	Every 180 days
Waste Management Services Plan	60	Every 180 days
Pest Control Services Plan	60	Every 180 days
Grounds Maintenance Services Plan	60	Every 180 days
Security Services Plan	60	Every 180 days
Logistic Services Plan	60	Every 180 days

Plan Title	Submission Period (Days after Execution Date)	Update Frequency (minimum review period)
Fixed Plant and Equipment Services Plan	60	Every 180 days
General Building Services Plan	60	Every 180 days
Engineering Services Plan	60	Every 180 days
Handover Services Plan	120	Every 180 days

5. Management Services Plan

The Management Services Plan must include, as a minimum, the following:

- (a) a detailed description of the management services to be provided;
- (b) the Management Services Schedule;
- (c) a detailed description of how the Contractor will integrate the delivery of all Services to ensure that:
 - (i) each Service is fully integrated and delivered in a consistent way; and
 - (ii) there are no overlaps or gaps between the performance of each Service;
- (d) detail of the Contractor's proposed ICT System, including a demonstration of how the requirements set out in Table 3a of Schedule 1 will be satisfied, as well as how the ICT system will:
 - (i) function as the primary point of communication for reporting and recording all queries and requests relating to the Services;
 - (ii) enable the appropriate categorisation of Service Requests so as to ensure compliance with the Maximum Rectification Times;
 - (iii) accurately record notifications of faults, complaints and maintenance events and progress rectifying them;
 - (iv) record and accurately report performance against the KPIs so they are easily verifiable by the Principal;
 - (v) record notifications of Service failures;
 - (vi) record compliance with instructions and notices issued by the Principal; and

- (vii) record complaints and suggestions for improvements;
- (e) detail of how the Contractor will communicate with all relevant stakeholders in an efficient and effective manner;
- (f) a detailed description of how the Contractor will monitor its performance and ensure compliance with its obligations under this Agreement;
- (g) the Contractor's approach to risk management;
- (h) a detailed quality management plan that sets out:
 - (i) an integrated management system that cross references all Plans and other documents as required;
 - (ii) an appropriate change of control process;
 - (iii) a detailed schedule of audits, inspection and post work inspections to be undertaken and quantified as a percentage in relation to each Service area to ensure that the achievement of all relevant standards and the Key Performance Indicators is comprehensively managed;
 - (iv) an appropriate reporting process;
 - (v) an appropriate invoicing, accounts and expenditure process;
 - (vi) a detailed authorities, approvals, permits and compliance registers;
 - (vii) how Plans are to be updated to include all reasonable recommendations resulting from stakeholder surveys undertaken in accordance with clause 10.3;
- (i) any other management processes required to ensure appropriate processes and procedures are documented for the Services;
- (j) a detailed resources plan that sets out:
 - (i) the management structure, responsibilities and lines of communication to be put in place by the Contractor to ensure the efficient management and delivery of the Services;
 - (ii) the Contractor Personnel to be involved in undertaking the Management Services;
 - (iii) an appropriate delegation authority to ensure it maintains clarity of authority and decision making; and

- (iv) how the Contractor will store all relevant Consumables and Plant and Equipment in order to comply with its obligations under this Agreement;
- (k) a disaster, fire and emergency management plan that details:
 - (i) how the Contractor will comply with all relevant Principal's Policies and Procedures;
 - (ii) processes for immediate response to emergency calls (including acts of terrorism) and alarm systems;
 - (iii) contingency plans for emergency situations;
 - (iv) processes for routine testing of fire, security and alarm systems and the maintenance of records of all testing;
 - (v) processes for reporting any water, gas, oil, solvent or electrical breakdown to the applicable Utility service provider and a procedure for immediate action to protect the safety and security of each Asset and the public;
 - (vi) all fire and safety emergency training and orientation to be conducted;
 - (vii) how the Principal will be kept informed of the status of all relevant fire safety certification;
 - (viii) processes for diverting and controlling all forms of pedestrian and vehicle traffic during an Emergency and preventing unauthorised access; and
 - (ix) how all Assets will be evacuated in the event of an Emergency; and
- (l) a detailed policy for managing keys and key replacements that complies with all relevant Principal's Policies and Procedures.

6. Cleaning Services Plan

The Cleaning Services Plan must include, as a minimum, the following:

- (a) a detailed description of the cleaning services to be provided and how this will satisfy the Cleaning Services Standards and maximise energy efficiency;
- (b) the Cleaning Services Schedule;
- (c) detail of how the Contractor will manage all relevant access and security arrangements;

- (d) detail of how the Contractor's approach to delivering the relevant cleaning services will integrate all aspects of those services;
- (e) detail of how the Contractor will provide a comprehensive, yet discreet, sanitary disposal service;
- (f) a list of Contractor's employees and Subcontractors to be used;
- (g) detail of how Contractor Personnel will be trained to safely handle and use dangerous Consumables and Plant and Equipment;
- (h) a copy of a draft monthly cleaning report setting out, as a minimum:
 - (i) services not completed in accordance with the Cleaning Services Schedule;
 - (ii) the number, type and location of unplanned Cleaning Services undertaken;
 - (iii) the number and type of Cleaning Services undertaken as Ad hoc Services;
 - (iv) a list of Consumables used in providing the Cleaning Services, including all relevant storage and security protocols; and
- (i) a plan identifying a preventative maintenance program to cover the regular servicing and calibration of all Plant and Equipment used in the provision of Cleaning Services.

7. Waste Management Services Plan

The Waste Management Services Plan must include, as a minimum, the following:

- (a) a detailed description of the waste management services to be provided and how this will satisfy the Waste Management Services Standards and maximise energy efficiency;
- (b) the Waste Management Services Schedule;
- (c) how waste collection will be scheduled to ensure hazards are not introduced because of onsite waste storage;
- (d) a plan detailing how the Contractor's approach to delivering the relevant waste management services will integrate all aspects of those services, including (for each waste stream) how waste will be collected, handled, transported and disposed of at licenced disposal sites and detail of:

- (i) the type of bins to be used and their distribution throughout the Assets;
 - (ii) how the bins will be emptied; and
 - (iii) how waste stream segregation will be maintained;
- (e) detail of how trade waste and grease traps will be managed, including the submission of any certification to the relevant authorities;
- (f) detail of how recycling and other green initiatives are to be supported;
- (g) a list of Contractor's employees and Subcontractors to be used;
- (h) a copy of a draft monthly waste management services report setting out, as a minimum:
 - (i) works not completed in accordance with the Waste Management Services Schedule;
 - (ii) a fully itemised schedule of waste removed from all Assets by weight for the following categories:
 - (A) co-mingled;
 - (B) general;
 - (C) regulated waste;
 - (D) office paper;
 - (E) cardboard;
 - (F) e-waste;
 - (G) batteries;
 - (H) mobile phones;
 - (I) toner and printer cartridges;
 - (J) polystyrene;
 - (K) food organics;
 - (L) florescent lighting and other lighting source types;
 - (M) furniture and timber;

- (N) concrete;
 - (O) metals; and
 - (P) glass (excluding drink bottles);
- (i) a plan identifying the schedule of resources and equipment to be used, including a preventative maintenance program, to cover the regular servicing and calibration of all Plant and Equipment used in the provision of the Waste Management Services.

8. Pest Control Services Plan

The Pest Control Services Plan must include, as a minimum, the following:

- (a) a detailed description of the pest control services to be provided and how this will satisfy the Pest Control Services Standards;
- (b) the Pest Control Services Schedule;
- (c) detail of how the Contractor will ensure that all Assets remain free of pest infestation, including inspection and treatment regimens for each type of pest;
- (d) detail of how the Contractor will undertake unplanned pest infestation inspections and treatments, including detail of the resources to be utilised;
- (e) a list of chemicals to be used in the provision of Pest Control Services, including all relevant storage and security protocols;
- (f) a list of Contractor's employees and Subcontractors to be used;
- (g) a list of all Plant and Equipment to be used, including detail of all cleaning and maintenance frequencies;
- (h) detail of how the Contractor intends to identify specific pest issues at Assets and its approach to dealing with these issues; and
- (i) a copy of a draft monthly pest control report setting out, as a minimum:
 - (i) the number, type and location of infestations reported;
 - (ii) the actions taken to rid the area of pests or the action to be taken; and
 - (iii) actions to be taken in order to minimise re-infestation.

9. Grounds Maintenance Services Plan

The Principal's grounds are divided into three zones:

- (a) **Mixed Use Zones:** these encompass all paths, roads, car parks, building precincts, bushfire asset protection zones, constructed gardens and swales;
- (b) **Sports Management Zones:** these encompass all ovals and the landscaped areas within the sports precinct at Callaghan Campus; and
- (c) **Bushland & Wetlands Zones:** these encompass all bush and wetland areas.

The Grounds Maintenance Services Plan must include, as a minimum, the following:

- (d) a detailed description of the ground maintenance services to be provided and how this will satisfy the Grounds Maintenance Services Standards;
- (e) the Grounds Maintenance Services Schedule;
- (f) how the Contractor will comply with all relevant Principal's Policies and Procedures;
- (g) a planned maintenance program for all Mixed Use Zones and Sports Management Zones identifying all relevant maintenance activities and their frequency and which takes into account:
 - (i) the need to perform the following maintenance activities in the Mixed Use Zones:
 - (A) hedge and shrub pruning to produce a neat and compact appearance, without overhangs to grassed areas, footpaths and hard landscape areas;
 - (B) the removal of rubbish and weed growth;
 - (C) trimming and shaping native grasses and shrubs (seasonal);
 - (D) keeping groundcovers trimmed back from footpaths, kerbs and paved areas;
 - (E) pruning shrubs and groundcovers in planter beds and around buildings to remove spent flowers;
 - (F) applying security treatments to all buildings, paths (except tracks), roads and car parks to ensure vegetation does not obstruct CCTV equipment or lines of sight or provide potential hiding places;
 - (G) ensuring vegetation does not obstruct lighting and signage;
 - (H) applying fertilisers as required;

- (I) applying mulch as required;
 - (J) hand watering as needed to supplement natural rainfall and maintain new plantings in a healthy, stress-free condition;
 - (K) slashing grass at the areas identified at the Ourimbah Campus above;
 - (L) maintenance of access tracks at the Ourimbah Campus;
 - (M) sweeping and removing leaves and litter from all walkways and external pedestrian areas;
 - (N) identifying hazards and installing barricades to all areas where foreseeable trip or slip hazards may occur;
 - (O) replacing gravel on gravel paths when gravel has been washed away;
 - (P) repairing any minor defects to hard landscaping such as timber edging, rock wall and gravel paths;
 - (Q) checking and cleaning (if required) all surface drains and stormwater pits;
 - (R) clearing all drains around buildings;
 - (S) cleaning all external furniture, lights, signs and bollards as required; and
 - (T) maintaining the allocated smoking areas, including emptying of ash trays; and
- (ii) the need to perform the following maintenance activities at the Callaghan Campus Sport Management Zones:
- (A) mowing playing surfaces to control grass growth and weeds and to maintain an even and high quality playing surface;
 - (B) ensuring surfaces are in a healthy condition and free from disease and pests;
 - (C) removing all litter and rubbish from within the fields and surrounds;
 - (D) maintaining line markings and changes to line marking to meet all relevant sporting programs; and

- (E) undertaking operational maintenance of all irrigation systems water storage tanks, flow valves and pumps;
- (h) a detailed description of the content to be included in an annual condition report of the Sports Management Zones to be provided to the Principal at the end of each season, including the development of a scope of work detailing a renovation plan for approval by the Principal.
- (i) a detailed description of how the Contractor will provide a rubbish, debris and litter off site removal service including:
 - (i) removing excess clippings from mown areas;
 - (ii) removing and disposing of all rubbish, debris and litter; and
 - (iii) mulching and composting all green waste for reuse on Assets, and removing excess green waste as appropriate;
- (j) a detailed description of the Contractor's approach to all planned tree work that is accessible from the ground, taking into account the following maintenance activities:
 - (i) trimming trees away from light poles using appropriate equipment;
 - (ii) underpruning as required to maintain free access and improved surveillance;
 - (iii) removing damaged branches;
 - (iv) deadwooding;
 - (v) pruning to remove dead, diseased, broken, dangerous or crossing branches; and
 - (vi) removing sucker growth from tree trunks;
- (k) a plan demonstrating the Contractor's approach to maintaining the bushfire Asset protection zones within the Mixed Use Zones and how they will comply with all relevant local government and Country Fire Association requirements;
- (l) a plan identifying how the Contractor will ensure that water pollution and sediment from any work it undertakes does not affect any stormwater system or waterway;
- (m) a plan identifying how all relevant training will be provided to Contractor Personnel;

- (n) a list of Contractor's employees and Subcontractors to be used;
- (o) a plan identifying the process for minimising potential for vermin habitation and ensuring failing plant material is replaced;
- (p) a plan identifying how the Contractor will achieve a proactive and integrated approach to sustainable development, including in relation to the following areas:
 - (i) green initiatives and conservation – wood, paper and horticulture;
 - (ii) conservation management, monitoring and auditing;
 - (iii) fire management and protection;
 - (iv) wetlands management; and
 - (v) bushland management; and
- (q) a copy of a draft monthly grounds maintenance report which sets out as a minimum:
 - (i) works not completed in accordance with the Grounds Maintenance Services Schedule;
 - (ii) the number, type and location of unplanned Grounds Maintenance Services undertaken;
 - (iii) the results of relevant Contractor's audits.
- (r) a plan identifying a preventative maintenance program to cover the regular servicing and calibration of all Plant and Equipment used in the provision of Grounds Maintenance Services.

10. Security Services Plan

The Security Services Plan must include, as a minimum, the following:

- (a) a detailed description of the security services to be provided and how this will satisfy the Security Services Standards;
- (b) the Security Services Schedule;
- (c) a plan detailing how the Contractor will manage and respond to security incidents and how they will record and collate all security incidents in order to report these to the Principal;

- (d) detail of the reporting lines to be adopted when reporting to the Principal on all security incidents;
- (e) a plan detailing how the Contractor intends to implement and maintain systems for providing secure access to restricted areas of Assets, including the issuing and recovery of security passes to and from authorised personnel;
- (f) a plan to deal with serious crimes which may occur at the Assets, including terrorism, vandalism and serious assault;
- (g) a plan to report all incidents, information and reports in the Principal's security database, including the daily logs of security officers;
- (h) a plan to co-ordinate with the Principal, the parking meter cash collection, including counting, reconciliation, depositing and reporting of monies;
- (i) a plan detailing the approach to be taken to lost property that satisfies all relevant Principal's Policies and Procedures, including retaining lost property for a minimum of one month;
- (j) a plan for reporting all first aid incidents in accordance with the Principal's Policies and Procedures;
- (k) a list of relevant Contractor employees, Subcontractors and equipment to be used including cleaning and maintenance frequency;
- (l) a plan for the issuing of security and access cards arranged through in-house security services at the Callaghan Campus; and
- (m) a copy of a draft monthly security services report which sets out as a minimum:
 - (i) the number, type and location of unplanned Security Services; and
 - (ii) the results of the Contractor's audits.

11. Logistics Services Plan

The Logistics Services Plan must be based on the provision of 146 labour hours per month (excluding the period between 24 December and 7 January during each year of the Term) and the provision of a 5 tonne delivery truck and must include, as a minimum, the following:

- (a) a detailed description of the approach to be taken to delivering the following logistics activities:
 - (i) relocation and removal of furniture and equipment, including:

- (A) packaging of belongings;
- (B) disassembling furniture;
- (C) assisting staff in relocating;
- (D) storage of furniture and equipment where required, in a safe and tidy manner in the Principal's storage facilities; and
- (E) transferring items to new locations;
- (ii) transferring items between Assets such as:
 - (A) boxes;
 - (B) books;
 - (C) speciality equipment; and
 - (D) mail and parcel collection and delivery;
- (iii) examination and venue set ups, including:
 - (A) moving desks and chairs from the Principal's storage areas into examination venues prior to exams; and
 - (B) packing up all desks and chairs at the end of each term and returning them to the Principal's storage areas;
- (iv) relocation of artwork, including:
 - (A) securely packaging artworks for transit;
 - (B) delivery of artworks to a new location; and
 - (C) installation of artwork at new location;
- (v) relocating domestic appliances in the residential accommodation Assets; and
- (vi) collection of computer equipment and returning it to the relevant lease hire firms;
- (b) detail of how the following logistics services (based on an allocation of 4 hours per day, 5 days per week during semesters and 4 hours per day, 3 days per week outside of semesters) will be undertaken between 8.00am and 5.00pm

(excluding the period between 24 December and 7 January in each year of the Term):

- (i) delivery service between Callaghan and Ourimbah campuses, including:
 - (A) pickup and delivery of library bins, mail and packages from the logistics centre at the Facilities Management (SER) building at Callaghan campus;
 - (B) pickup and delivery of library bins from the ground floor of the Information and Research Centre staff area;
 - (C) pickup and delivery of mail packages from the logistics centre housed in the Facilities Management (FM) building at Ourimbah campus;
 - (D) assist Infrastructure and Facilities Services logistics staff with site deliveries to the Ourimbah campus as directed; and
 - (E) once a week pick up and deliver mail and packages to staff at the Wyong Hospital Podiatry Unit Asset;
- (c) details of how the Contractor will manage and accurately report on the cost of providing the Logistic Services in each month to allow the Principal to budget accordingly; and
- (d) a copy of a draft monthly security services report which sets out as a minimum:
 - (i) the number, type and location of all Logistics Services undertaken;
 - (ii) the detailed cost (labour and material rates) of all Logistics Services; and
 - (iii) the results of the Contractor's audits.

12. Fixed Plant and Equipment Services Plan

The Fixed Plant and Equipment Services Plan must include, as a minimum, the following:

- (a) a detailed description of the services to be provided in respect of Fixed Plant and Equipment and how this will satisfy the Fixed Plant and Equipment Services Standards;
- (b) the Fixed Plant and Equipment Services Schedule;

- (c) detail of the planned maintenance programs that are to apply to relevant items of Fixed Plant and Equipment
- (d) a plan for the maintenance of the BMS that details:
 - (i) how the Contractor intends to maintain the BMS in accordance with this Agreement; and
 - (ii) how the Contractor will ensure that the BMS is operational at all times and capable of generating automated reports, undertaking continuous monitoring of utilities and system meters;
- (e) detail of the process (including approval from the Principal) for obtaining approval for any changes to any user access rights or system architecture;
- (f) detail of its procedures for notifying the Principal of any proposed utilities service interruption and obtaining a permit from the Principal for such work, taking into account the need for a period of at least ten days for the Principal to assess any request to disrupt a Utility;
- (g) a plan identifying the Contractor's approach to undertaking unplanned repairs and maintenance;
- (h) a plan identifying the Contractor's approach to ensuring no major refrigeration loss in Fixed Plant and Equipment and a method to detect any such loss;
- (i) a plan to ensure emergency power backup for the following:
 - (i) Animal Care Assets; and
 - (ii) Medical and Life Sciences Assets;
- (j) a plan identifying how the Contractor will ensure that Critical Assets are maintained to ensure they perform at all times in accordance with their design parameters and, where there is a service failure, a Priority 1 Response and Rectification Time is met;
- (k) a plan identifying how training will be provided to Contractor Personnel providing Fixed Plant and Equipment Services;
- (l) a list of Contractor's employees and Subcontractors to be used;
- (m) a copy of a draft monthly security services report which sets out as a minimum:

- (i) the number, type and location of all Fixed Plant and Equipment Services undertaken;
- (ii) works not completed in accordance with the Fixed Plant and Equipment Services Schedule;
- (iii) the results of any statutory or regulatory tests or inspections undertaken;
- (iv) a list of replacement parts and spares carried for Fixed Plant and Equipment; and
- (v) the results of the Contractor's audits.

13. General Building Services Plan

The General Building Services Plan must include, as a minimum, the following:

- (a) a detailed description of the general building services to be provided and how this will satisfy the General Building Services Standards, including the Routine Maintenance Tasks to be undertaken at Premium and Comprehensive Assets;
- (b) a plan identifying the Contractors methodology for undertaking unplanned General Building Services;
- (c) a plan for providing a locksmith service to respond to all service requests for lock repairs and maintenance and key replacement (including obtaining the Principal's approval before proceeding);
- (d) a plan identifying how training will be provided to Contractor Personnel involved in providing General Building Service;
- (e) a list of Contractor's employees and Subcontractors to be used; and
- (f) a copy of a draft monthly general building services report which sets out as a minimum:
 - (i) the number, type and location of all General Building Services undertaken (including planned and unplanned);
 - (ii) the result of any statutory or regulatory tests or inspections undertaken; and
 - (iii) information relevant to any Construction Works undertaken.

14. Engineering Services Plan

The Engineering Services Plan must include, as a minimum, the following:

- (a) a detailed description of the engineering services to be provided;
- (b) the Engineering Services Schedule;
- (c) detail of the Contractor's approach to undertaking Utilities meter reading across all Assets, taking into account:
 - (i) total consumption at sub-meter level for metered Utilities;
 - (ii) key utilisation areas;
 - (iii) type of Utility; and
 - (iv) consumption reports;
- (d) the Contractor's approach to providing an energy management service, including but not limited to:
 - (i) advising the Principal on opportunities to reduce energy consumption across the Assets;
 - (ii) providing education to Asset users on energy conservation initiatives; and
 - (iii) providing costed proposals with saving estimates together with the methodology used to determine the saving amount;
- (e) the Contractor's approach to ensuring all relevant legislative requirements are met in relation to the Engineering Services (as well as the Contractor's approach to providing an integrated service with the Fixed Plant and Equipment Services), including:
 - (i) developing and implementing an Engineering Services compliance plan that sets out:
 - (A) when all applicable statutory requirements are due to be met, including the provision of all statutory testing, reporting and certification for Engineering Services;
 - (B) a schedule of licences, permits, and authorities required to be held by the Contractor in relation to the provision of the Engineering Services; and

- (C) how the Contractor will liaise with relevant Utility providers to ensure that faults are made safe to minimise the risk to health and safety;
- (f) detail of the Contractor's approach to ensuring the continuous provision of the Engineering Services;
- (g) a list of Contractor's employees and Subcontractors to be used;
- (h) detail of how training will be provided to Contractor Personnel providing Engineering Services; and
- (i) a copy of a draft monthly general building services report which sets out as a minimum:
 - (i) the number, type and location of any unplanned Engineering Services undertaken and compared to previous months;
 - (ii) works not completed in accordance with the Engineering Services Schedule;
 - (iii) the result of any statutory or regulatory tests or inspections; and
 - (iv) the results of Contractor audits.

15. Handover Services Plan

- (a) The Handover Services Plan will address, at a high level, the activities to be undertaken prior to the end of the Term and during the Handover Period.
- (b) The Handover Services Plan will detail the processes by which safety will be maintained at existing levels for all aspects of the Services and will address the same processes and tasks as those applicable to the Mobilisation and Transition In Plan, however, the processes and tasks will be amended to reflect the handover of the Services from the Contractor to the Principal or its nominee as described in paragraph (c) below.
- (c) The Handover Services Plan must include, as a minimum, the following:
 - (i) a detailed description of the Handover Services;
 - (ii) electronic and hard copies of all manuals needed for the Principal or its nominee to perform the Services in accordance with this Agreement;
 - (iii) appropriate disengagement management processes;

- (iv) means of ensuring that all documents, processes and inventories needed to manage the effectively and efficiently handover of the Services are available;
- (v) appropriate handover management strategies;
- (vi) details of the Contractor Personnel to be involved in undertaking the Handover Services;
- (vii) details of stakeholder engagement and training that is to be undertaken by or on behalf of the Contractor; and
- (viii) details of any impact on other Plans.

Schedule 9 – Manufacturer's Warranty

This Deed Poll (the **Deed Poll**) is made the [insert] day of [*]

BY [Name] of [address] (hereinafter called the Warrantor which expression shall include its successors and assigns)

IN FAVOUR OF **The University of Newcastle** of University Drive, Callaghan NSW 2308 hereinafter called the Principal)

AND **Transfield Services (Australia) Pty Limited** of Level 10, 111 Pacific Highway, North Sydney NSW 2060 (hereinafter called the Contractor).

WHEREAS

1. The Contractor has entered into a contract with the Principal dated [insert] 2015 (the **Contract**) for the provision of various maintenance and facilities services (the **Services**).
2. The Services are to be carried out by the Contractor in accordance with the Contract.
- A. The Warrantor has contracted (the **Subcontract**) with the Contractor to provide the Contractor with the parts described in the Schedule hereto (the **Parts**).
- B. The Warrantor has agreed to give the warranty and indemnity herein contained to the Contractor and to the Principal in consideration of the Contractor agreeing to engage the Warrantor and the Principal accepting this Deed Poll.

IT IS HEREBY AGREED AS FOLLOWS:

- 1 The Warrantor warrants to the Contractor and also (as a separate warranty) to the Principal that all Parts supplied by the Warrantor in the course of the Subcontract shall be in accordance with a quality and/or of a standard not lower than the quality and/or standard stipulated by the Subcontract and to the extent that that quality and/or standard is not so stipulated, shall be of merchantable quality and fit for the purpose or purposes for which the same are required.

This warranty shall be in addition to and shall not derogate from any manufacturer's warranty or warranty implied by law, attaching to any Parts.

- 2 The Warrantor covenants with the Contractor and also (as a separate covenant) with the Principal to replace and/or make good to the reasonable satisfaction of the Principal, but at the expense of the Warrantor, any Parts as within the number of years specified in the Schedule hereto from the date on which such Parts were

supplied to the Contractor if such Parts are found to be of a lower quality or standard than that referred to in clause 1 or shall show deterioration of such extent that, in the opinion of the Principal, any Part ought to be made good or replaced in order to achieve fitness for the purpose or purposes for which the relevant Part was provided whether on account of utility, performance, appearance or otherwise.

- 3 The Warrantor further covenants with the Contractor and also (as a separate covenant) with the Principal to meet the reasonable cost of any work necessary to any asset of the Principal to enable the requirements of clause 2 of this Deed Poll to be carried out and/or necessary to make good the asset afterwards.
- 4 The decision of the Principal as to:
 - (a) any Part failing to comply with the quality or standard as above mentioned or otherwise failing to comply with the foregoing warranty;
 - (b) as to the extent of replacement and/or making good which shall be necessary to properly remedy the defects; and/or
 - (c) as to the extent of any work required under clause 3 of this Deed Poll,shall be notified in writing to the Warrantor.
- 5 The Warrantor further covenants that within a reasonable time after written notification to the Warrantor of a decision of the Principal's as aforesaid, the Warrantor will replace and/or make good the Part and/or meet the cost of any work required by clause 3 of this Deed Poll, whether or not any dispute or difference exists between the parties hereto, and the Warrantor hereby agrees to indemnify and keep indemnified the Contractor and the Principal against any direct, indirect or consequential loss or damage of any nature whatsoever sustained by them, or either of them, directly or indirectly arising out of any breach of the warranties, covenants or other conditions hereby given by the Warrantor howsoever arising.
- 6 If within the time aforesaid in clause 5 (and the Principal's decision as to what is a reasonable time in any case shall be final and binding upon the parties) the Warrantor shall fail to fully and properly replace the relevant Part, the Contractor and/or the Principal may carry out such replacement, or cause the same to be carried out, and the Warrantor hereby agrees to indemnify and keep indemnified the Contractor and the Principal against all the costs and expenses of and incidental to the carrying out of such replacement and also against any direct, indirect or consequential loss or damage sustained by them or either of them as a result of the Warrantor's failure as aforesaid.

Schedule

1. Description of Parts [Insert]
2. Warranty Period: [Warranty period] years

The Warrantor has hereto executed this Deed Poll on the dates hereinbefore written.

Executed as a deed in accordance with
section 127 of the Corporations Act
2001 by **Transfield Services
(Australia) Pty Limited** (ABN 11 093
114 553):

Director Signature

Director/Secretary Signature

Print Name

Print Name

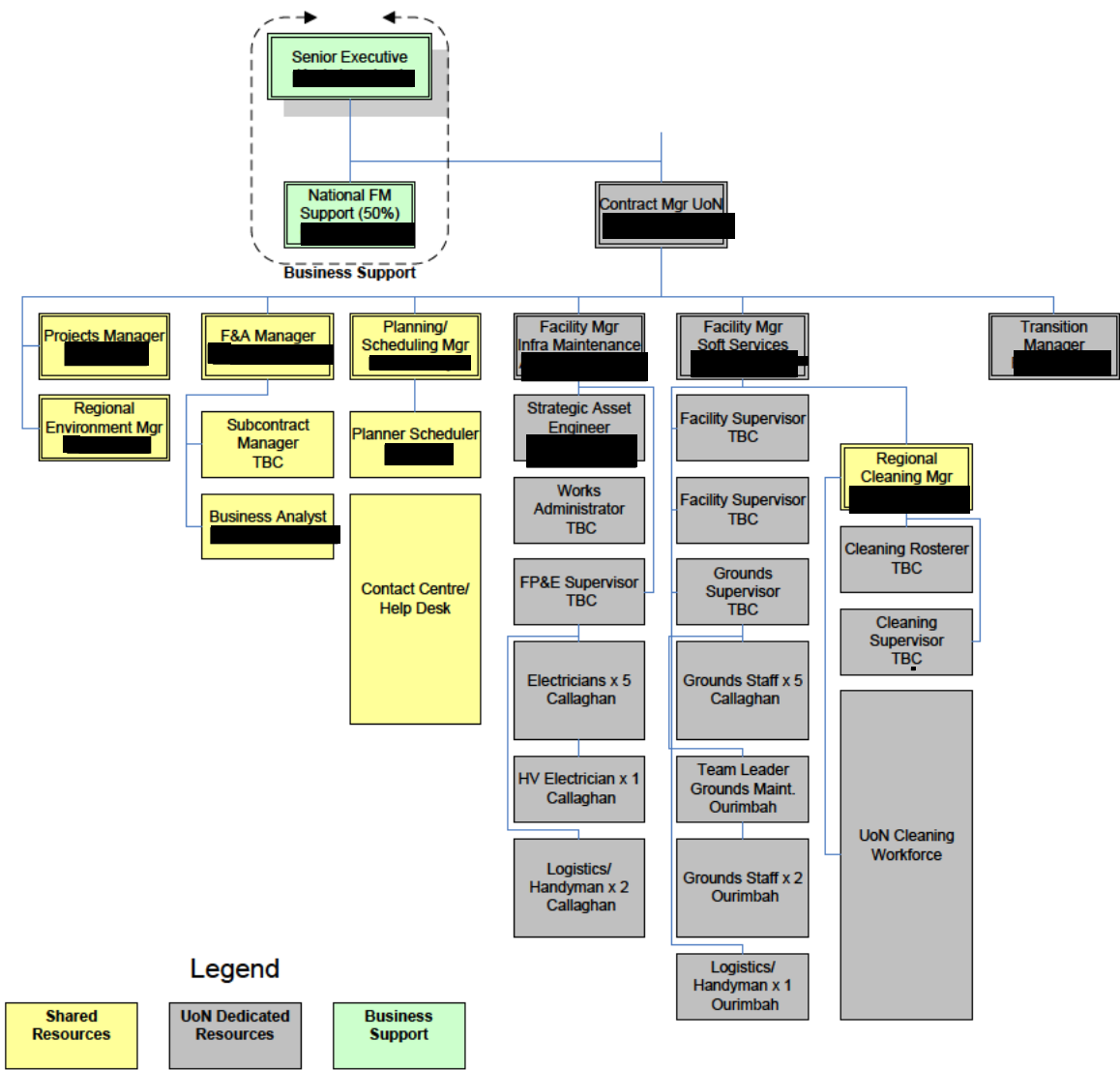
Schedule 10 – Mobilisation and Transition In Plan

Mobilisation and Transition In Plan Redacted

Schedule 11 – Mobilisation and Transition In Milestones

- (a) Parties agree strategic KPIs for inclusion in section 1(a) of Schedule 3.
- (b) Parties agree Performance Measurement Rules for inclusion in and in accordance with Schedule 14.
- (c) All Plans finalised in accordance with Schedule 8.
- (d) Evidence provided satisfactory to the Principal (acting reasonably) that all Plant and Equipment has been purchased or leased by the Contractor or relevant Key Subcontractors and is available for use in accordance with this Contract.
- (e) Evidence provided satisfactory to the Principal (acting reasonably) that all Key Personnel have been formally engaged by the Principal to perform their relevant work in accordance with this Contract.
- (f) Evidence provided satisfactory to the Principal (acting reasonably) that all Key Subcontractors have been formally engaged by the Principal to perform their relevant Services in accordance with this Contract.
- (g) Evidence provided satisfactory to the Principal (acting reasonably) that the Contractor has satisfied the information technology system requirements set out in this Contract;
- (h) Evidence provided satisfactory to the Principal (acting reasonably) that the Contractor has:
 - (i) a communications strategy; and
 - (ii) human resources, quality assurance, finance and administration structures,in place that will enable it to perform the Services in accordance with this Contract.
- (i) Evidence provided satisfactory to the Principal that the Contractor has completed all Mobilisation and Transition In Services in accordance with the Mobilisation and Transition In Plan.

Schedule 12 – Organisation Chart



Schedule 13 – Form of Parent Company Guarantee

Date	
Parties	
1.	Transfield Services Limited (ABN 69 000 484 417) of Level 10, 111 Pacific Highway, North Sydney NSW 2060 (the Guarantor)
2.	The University of Newcastle (ABN 15 736 576 735) of University Drive, Callaghan NSW 2308 (the Principal)
Recitals	
A	The Principal and Transfield Services (Australia) Pty Limited (ABN 11 093 114 553) of Level 10, 111 Pacific Highway, North Sydney NSW 2060 (the Contractor) have entered into an agreement dated [<i>Insert Date</i>] 2015 (Agreement) under which the Contractor provides a range of maintenance and facilities services at assets owned or leased by the Principal (the Services).
B	The Principal has entered into the Agreement conditionally upon the Guarantor signing this Guarantee.

It is agreed as follows

1 Interpretation

Terms that are defined in the Agreement and used in this Guarantee have the same meaning given to them in the Agreement.

2 Guarantor's Obligations

2.1 Guarantee of Performance

The Guarantor guarantees to the Principal the due and punctual performance of every legal, equitable, contractual, statutory or other duty, undertaking, warranty, guarantee, indemnity, covenant, agreement or other obligation (**Obligation**) on the part of the Contractor which at any time arises under or in connection with the Agreement including without limitation:

- (a) any Obligation on the part of the Contractor to pay the Principal any costs, expenses, damages or other liabilities, whether present, future, liquidated or unliquidated;
 - (b) any Obligation arising from any variation to the Agreement:
 - (i) agreed between the Contractor and the Principal; or
 - (ii) made in accordance with the Agreement;
 - (c) at any time, whether or not the Guarantor is aware of or consents to the variation; and
 - (d) the Unenforceable Contractor's Obligations referred to in clause 2.7,
- (collectively called the Contractor's Obligations).

2.2 Enforcement

If the Contractor defaults in the due and punctual performance of any one or more of the Contractor's Obligations and at any time after that default the Principal gives written notice to the Guarantor of that default and the Principal's intention to exercise its rights under this Guarantee in respect of that default then the Guarantor shall (without further notice from the Principal) immediately remedy or cause to be remedied the default.

2.3 Indemnity For Loss

The Guarantor indemnifies the Principal and agrees at all times hereafter to keep the Principal indemnified from and against all damages, costs, losses, expenses and liabilities which the Principal may suffer or incur consequent upon or arising out of the Contractor's Obligations not being performed, observed or fulfilled and the Guarantor agrees that the indemnity given by the Guarantor under this clause:

- (a) is a separate and additional Obligation of the Guarantor under this Guarantee;
- (b) is given by the Guarantor as a principal indemnifier and not as a surety; and
- (c) is given on the other terms of this Guarantee (with all necessary changes being made) so far as those other terms can apply.

2.4 Continuing Guarantee and Indemnity

- (a) This Guarantee shall be a continuing Obligation and security and shall not be wholly or partially satisfied or discharged by the payment at any time or times hereafter of any sum of money for the time being due to the Principal under

the Agreement or by any settlement, account, the performance of any other Obligation or any other matter or thing.

- (b) This Guarantee and all Obligations of the Contractor to the Principal extends to and are security for all sums of money at any time due to the Principal despite any special payment, settlement of account, the performance of any other Obligation or other matter or thing in circumstances where the Contractor is unable (for whatever reason) to satisfy the relevant Obligation.

2.5 Liability Not Discharged By Other Events

The liability of the Guarantor and the rights of the Principal under this Guarantee shall not be avoided by:

- (a) the granting of time or other indulgence or concession to the Contractor;
- (b) the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Principal against the Contractor;
- (c) any neglect or omission to enforce such rights;
- (d) the liquidation of the Contractor or any other Event of Insolvency occurring in respect of the Contractor;
- (e) the variation, termination, cancellation, rescission, assignment or novation of the Agreement in whole or in part;
- (f) the Agreement being or becoming void or voidable in whole or in part; or
- (g) any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantor from its Obligations under this Guarantee or any part of them.

2.6 Limitation

- (a) Subject to clause 2.6(b) below, the maximum total aggregate liability of the Guarantor under this Guarantee will not exceed the maximum total aggregate liability of the Contractor under the Agreement.
- (b) The limitation of liability under this clause 2.6 does not apply to:
 - (i) liability to pay any GST in accordance with clause 7 of this Guarantee or otherwise; or
 - (ii) any costs or expenses incurred by the Principal in recovering or seeking to recover damages or losses under this Guarantee.

2.7 Invalidity of Contractor's Obligations

Despite any other provisions of this Guarantee, the guarantee and indemnity given by the Guarantor under this Guarantee also extends and applies to Obligations on the part of the Contractor which were void from the beginning, or have been subsequently avoided or are otherwise unenforceable by the Principal as a result of:

- (a) any legal limitation, disability or incapacity relating to the Contractor;
- (b) any delay, neglect or failure to register or perfect the Agreement or obtain any consent or authorisation necessary to give legal effect to the Agreement (other than by reason of an act or omission of the Principal);
- (c) the Contractor's failure to comply with any law; or
- (d) any death, mental incapacity, winding up, liquidation, bankruptcy, insolvency, voluntary administration, composition of debts, scheme of reconstruction, official management, receivership, assignment of property, scheme of arrangement or other incapacity, insolvency or demise on the part of or entered into by the Contractor,

whether or not the Principal should have known about the same (collectively called ***Unenforceable Contractor's Obligations***).

2.8 Guarantor Not To Compete With Principal in Estate of Contractor

Until the Guarantor is entitled to a release of this Guarantee, the Guarantor shall not be entitled on any grounds to and shall not:

- (a) be subrogated to the Principal or claim the benefit of any security held by the Principal; or
- (b) claim or receive the benefit of any distribution, dividend or payment arising out of any assignment for the benefit of creditors, arrangement with creditors, winding up, reconstruction or other demise of the Contractor so as to diminish any distribution, dividend or payment which (but for such claim or receipt) the Principal would be entitled to receive, even where such claim or receipt would arise in respect of a matter not connected with the Guarantor's rights as a surety.

2.9 Avoided Payments Disregarded and Principal Reinstated

- (a) If:

(i) a claim is made that any payment or transaction affecting or relating to the Contractor's Obligations is void or voidable under any law relating to bankruptcy or the protection of creditors; and

(ii) that claim is upheld, conceded or compromised,

the Principal shall immediately become entitled against the Guarantor to all rights in respect of the Contractor's Obligations as it would have had if the payment or transaction (or so much of it as is held or conceded to be void or voidable or as is foregone on compromise) had not taken place.

(b) The Guarantor shall, on such claim being upheld, conceded or compromised, do all things required by the Principal to restore to the Principal the full benefit of this Guarantee immediately prior to such payment or transaction.

3 Interest on Judgment

Should the Principal obtain a judgment or order against the Guarantor, the Guarantor shall pay to the Principal interest on the amount owing under such judgment or order from the date of such judgment or order until payment. Interest shall be payable at the applicable rate under the Agreement or at the rate awarded in the judgment or order (whichever is higher).

4 Warranties

The Guarantor makes the following representations and warranties for the benefit of the Principal:

- (a) the Guarantor has the requisite power to execute and perform this Guarantee;
- (b) execution and performance of the Guarantee have been duly authorised; and
- (c) the Guarantor is not executing this Guarantee in reliance upon any promise, representation or statement by the Principal.

5 Assignment

- (a) The Principal may assign the benefit of this Guarantee to the extent that the assignee also accepts an assignment of the whole or any part of the benefit of the Contractor's Obligations. The Principal shall be entitled to provide any information it may have concerning the Guarantor to any proposed assignee.
- (b) The Guarantor may not assign or novate or otherwise deal with its rights and obligations under this Guarantee without the consent of the Principal.

- (c) References in this Guarantee to the Guarantor, the Principal and the Contractor shall be taken to include their respective successors and permitted assigns.

6 Governing Law

This Guarantee and any matter arising in connection with it shall be governed by the laws of the State of New South Wales, and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

7 Goods and Services Tax

7.1 Definitions

Capitalised expressions which are not defined in this clause but which have a defined meaning in the GST Law have the same meaning in this clause.

In this Guarantee:

GST means the goods and services tax as imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charge, except for any interest or penalty, fine, or other charge imposed on the Principal after it has received the relevant guarantee or indemnity payment due under this Guarantee;

GST Amount means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the prevailing rate of GST;

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

Payment means:

- (a) the amount of any monetary consideration (other than a GST Amount payable under this clause); and
- (b) the GST of any non-monetary consideration, paid or provided by the Guarantor for any Supply made under or in connection with this Guarantee and includes any amount payable by way of indemnity, reimbursement, compensation or damages.

7.2 Payment Exclusive of GST

The parties agree that:

- (a) all Payments have been set or determined at an amount which is net of GST;
- (b) if the whole or any part of a Payment is the consideration for a Taxable Supply, the GST Amount in respect of the Payment shall be paid to the Principal as an additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
- (c) the Principal will provide to the Guarantor a Tax Invoice, before any GST Amount is payable under this clause 7.

7.3 Net Down of Reimbursements

If a Payment to the Principal is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by the Principal, then the payment will be reduced by the amount of any input tax credit to which the Principal is entitled for that loss, cost or expense.

8 Stamp Duty

The Guarantor agrees to bear all stamp duty payable or assessed in connection with this Guarantee.

9 Notices

- (a) All notices to or by a party to this Guarantee shall:
 - (i) be in writing; and
 - (ii) be sent by either facsimile or mail or delivered by hand.
- (b) A notice shall be deemed to be duly given or made:
 - (i) (in the case of delivery in person or by post) when delivered to the recipient at the address set out in this Guarantee; or
 - (ii) (in the case of delivery by facsimile transmission) on receipt of confirmation of successful transmission to the recipient's facsimile number set out below:

Guarantor: (02) 9464 1618

Principal: (02) 4921 6515,

or replacement numbers that may be notified from time to time.

10 Counterparts

This Guarantee may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

The parties have signed, sealed and delivered this Guarantee on the day and year mentioned above.

11 Equivalent defences, set off and counterclaim

The Guarantor is entitled to any equivalent defences, set off and counterclaim as the Contractor under the Agreement.

[DRAFTING NOTE: Execution clauses to be inserted]

Schedule 14 – Performance Measurement Rules

Robust and effective Performance Measurement Rules to be agreed by the parties during the Mobilisation and Transition In Phase in accordance with the following principles.

Note: In the event of any inconsistency between information provided to the Principal by the Contractor and information stored on the Principal's Computerised Maintenance Management System (CMMS), the CMMS will be the "source of truth" for the purposes of assessing the Contractor's performance against the KPIs.

1. Management Services

- (a) On a monthly basis the Contractor will provide to the Principal the following information to demonstrate compliance with the Management Services Standards:
 - (i) A report which reconciles the work order data contained within the Principal's CMMS against the data contained within the Contractor's system.
 - (ii) A summary report of reactive work undertaken during the preceding month including performance against response and rectification KPI's. This report is to be supported by granular work order detail which will be provided to the Principal if requested.
 - (iii) The Contractor will provide to the Principal a schedule of internal audits of manuals, plans and other technical documentation and will report monthly on progress against this audit and the closure of any resultant corrective actions
- (b) On a monthly basis the Contractor will report from its' online integrated safety management system (IMS) with respect to all incidents, injuries, close calls (near misses) and hazards identified pertaining to the University of Newcastle, including any corrective actions and progress against such actions.
- (c) The Contractor will maintain a central feedback register which shall include all feedback (positive and negative) from the University's stakeholders which may have been received verbally, via email or phone call or electronically through the Principal's CMMS. The University will be provided with a dedicated email address by the Contractor to which all feedback can be directed. This feedback will be reviewed by the Contract Manager and all feedback responded to accordingly. The feedback register will be made available to the Principal on a monthly basis, or other such time as agreed or requested.
- (d) A consolidated report, including all raw data is to be provided to the Principal by the Contractor detailing the outcomes of Customer Satisfaction Surveys conducted in the relevant month. The results of this report will affect the contractors' KPI score only for

the month during which the survey data is provided. In a month where no survey is undertaken then the Contractor will receive a default score of 100%.

- (e) Each audit of the Contractor's Quality Management System (QMS) undertaken by the Principal, or its representative, is to be at a level of detail such that it demonstrates compliance with the quality assurance obligations set out in this Contract.
- (f) Quality assurance inspections are to be undertaken in accordance with the following frequencies and measures:
 - (i) at no less than 1% of the Services per week during the relevant month at each of the three main University Campuses (Callaghan, Ourimbah, Newcastle City), and 1% of the Services per week at the smaller and regional facilities (Gosford, Tamworth, Taree and Mayfield);
 - (ii) in respect of all types of Services undertaken at the relevant campuses in the relevant month; and
 - (iii) any specific Asset as requested by the Principal prior to the end of the relevant month.
- (g) A consolidated report is to be provided that details all Service Requests received by the Contractor during the relevant month. The report will highlight those Service Requests which were not accurately recorded in the Principal's CMMS by the end of that month.

2. Cleaning Services

- (a) The Contractor will assess and report on its performance against the Cleaning Services Standards through the provision to the Principal of the following:
 - (i) the provision of detailed work schedules in respect of all such services
 - (ii) detail of the outcomes from inspections undertaken immediately after cleaning has been completed (with the exception of inspections undertaken by the direct supervisor of the cleaning workforce) at:
 - (A) at no less than 1% of the Services per week during the relevant month at each of the three main University Campuses (Callaghan, Ourimbah and Newcastle City), and 1% of the Services per week at the smaller and regional facilities (Gosford, Tamworth, Taree and Mayfield); and
 - (B) any specific Asset identified by the Principal prior to the expiry of the relevant month; and
 - (iii) A schedule of planned (periodic) cleaning services versus those actually completed for the respective reporting period.

- (iv) and any other supporting information reasonably requested by the Principal.
- (b) A consolidated report is to be provided that details all unplanned Cleaning Services requested during the relevant month (accompanied by detailed service reports and any other information reasonably requested by the Principal) and which of those requests were not responded to and rectified within the required timeframes.
- (c) The Contractor will ensure accurate time keeping with respect to the provision of unplanned cleaning services via the provision of service reports (which may be electronic or paper based) signed by a representative of the University upon completion of the respective unplanned cleaning task or service.

3. Waste Management Services

On a monthly basis the Contractor will provide a report detailing the results of internal audits undertaken to confirm correct segregation of waste streams, and any corrective action undertaken to address non-compliance where this non-conformity specifically relates to the delivery of Waste Services by Transfield Services or its subcontractors. Waste disposal dockets will be maintained electronically for all hazardous waste and provided to the principal when requested.

4. Pest Control Services

- (a) A consolidated report is to be provided that details all unplanned pest treatments requested during the relevant month (accompanied by detailed timesheets and any other information reasonably requested by the Principal) and which of those were not responded to and rectified within the required timeframe.
- (b) The Contractor will ensure accurate time keeping with respect to the provision of unplanned pest services via the provision of service reports (which may be electronic or paper based) signed by a representative of the University upon completion of the respective unplanned cleaning task or service.

5. Grounds Maintenance Services

- (a) The Contractor will assess and report on its performance against the Grounds Maintenance Services Standards by way of the provision of the following to the Principal;
 - (i) Details of inspections undertaken, including inspection results and corrective actions required to meet the standards.
 - (ii) Details of any adjustments to the Grounds Maintenance Services Schedule which did not adversely affect, or were necessary to ensure compliance with the standards.

- (b) A consolidated report is to be provided that details all instances during the relevant month of non-compliance with the Principal's requirements for working on trees.
- (c) On a monthly basis the contractor will provide a detailed report of any instances where the Contractor or any of its subcontractors have failed to comply with the Principals requirements for work on trees. This information will be stored within and extracted from the contractors' integrated management system (IMS). It will be a requirement that details of all incidents are entered directly into IMS by the reporting party.

6. Security Services

- (a) On a monthly basis the contractor will provide the Principal with a report generated from the system of the Contractors' security services provider. This report will detail all patrols and other security services including time and location data demonstrating compliance or otherwise with the Security Services Standards.
- (b) A consolidated report is to be provided that details all unplanned Security Services requested during the relevant month (accompanied by detailed timesheets and any other information reasonably requested by the Principal) and which of those were not responded to and rectified within the required timeframe.
- (c) On a monthly basis the contractor will provide the Principal with a report generated from the system of the Contractors' security services provider. This report will detail all responses to unplanned Security Services, including time and location data demonstrating compliance or otherwise with the Security Services Standards.

7. Logistics Services

On a monthly basis the Contractor will provide to the Principal a report generated from the Principals CMMS detailing the completion status of all Logistics Services requests. The completion of such requests will be validated by service reports (either electronic or hard copy) including time and location details which will be signed by the requestor or their representative.

8. FP&E Services

- (a) The Contractor will provide to the Principal a schedule of compliance related statutory maintenance and will report on progress against this schedule on a monthly basis. In addition to this report the contractor will provide the Principal with certification that all activities listed within the report have been undertaken in accordance with the relevant standard and identify any services not undertaken, or where compliance with the relevant standard has not been achieved (including reasons).
- (b) During the Transition In Period, the Contractor and Principal will agree an FP&E maintenance schedule in accordance with the FP&E Standards. On a monthly basis

the Contractor will report the actual performance of services against this schedule and where requested will provide service reports (either electronically or in hard copy) to support the validation that services have been undertaken.

- (c) A consolidated report is to be provided that details all unplanned FP&E Services performed during the relevant month (accompanied by detailed service reports and any other information reasonably requested by the Principal), including which of those were not responded to and rectified within the required timeframe.
- (d) The Contractor will ensure accurate time keeping with respect to the provision of unplanned FP&E services via the provision of service reports (which may be electronic or paper based) signed by a representative of the University upon completion of the respective unplanned FP&E task or service. A consolidated report is to be provided that details all Maintenance Services Requests received during the relevant month and which of those were not accurately recorded in the Asset Register by the end of the relevant month.

9. General Building Services

- (a) On a monthly basis the Contractor will provide the Principal with a detailed report regarding all General Building Services inspections undertaken during the previous month and the work orders raised as a result of corrective work identified falling within the scope of General Building Services. Inspection sheets (either electronic or hard copy) will be provided to the Principal upon request.
- (b) A consolidated report is to be provided that details all unplanned General Building Services requests received during the relevant month and which of those were not responded to and rectified within the required timeframe.
- (c) The Contractor will ensure accurate time keeping with respect to the provision of unplanned General Building Services via the provision of service reports (which may be electronic or paper based) signed by a representative of the University upon completion of the respective unplanned General Building Services task or service.

10. Engineering Services

- (a) During the Transition In period, the Principal and Contractor will agree a meter reading schedule which will capture all applicable assets and required meter reading frequencies in accordance with the Engineering Services Standards. The Contractor will report against this schedule on a monthly basis and provide to the Principal electronic service reports including a time and location stamp, including photographic evidence of the respective meter reading.

- (b) A consolidated report is to be provided that details all unplanned Engineering Service Requests responded to during the relevant month and those requests that were not responded to and rectified within the required timeframe.
- (c) The Contractor will ensure accurate time keeping with respect to the provision of unplanned Engineering Services via the provision of service reports (which may be electronic or paper based) signed by a representative of the University upon completion of the respective unplanned Engineering Services task or service.

11. Ad Hoc Services

In order to demonstrate that all requested or scheduled Ad Hoc services have been undertaken satisfactorily and in accordance with the relevant standard, the Contractor will provide the following information to the Principal on a monthly basis;

- (a) A schedule of costs relating to Ad Hoc services undertaken during the preceding month for which the University have been invoiced.
- (b) Service reports (which may be electronic or paper based) signed by a representative of the University upon completion of the respective Ad Hoc services detailing the labour hours and materials used.
- (c) Details of quality related inspections undertaken following the performance of Ad Hoc Services including any defects identified and corrective actions undertaken to rectify any such defects.

Schedule 15 – Special Events

Location	Venue	Description	Month and Date	Time	Additional Services
Callaghan	All colleges	Autonomy Day festivities	August	9:00am – 5:30pm	Cleaning, Security
Ourimbah	Quad	Day on the Quad festivities	August	9:00am – 5:30pm	Security
Callaghan	The Great Hall	Concert rehearsal	August	TBC	Cleaning
Callaghan	The Great Hall	Concert	August	TBC	Cleaning, Security, Logistics
Callaghan	The Great Hall	Presentation	September	4:30pm – 10:30pm	Cleaning, Security, Logistics
Callaghan	The Great Hall	Two set ups for Graduation Ceremonies	September	TBC	Cleaning, Logistics
Callaghan	The Great Hall	Two Graduation Ceremonies	September	3:00pm – 11:30pm	Cleaning, Security, Logistics
Callaghan	Griffith Duncan Theatre	Concert rehearsal	September	4:00pm – 10:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert	September	6:00pm – 12:00 midnight	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert rehearsal	November	3:00pm – 9:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert rehearsal	November	3:00pm – 9:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert rehearsal	November	4:00 – 10:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert rehearsal	November	3:00pm – 9:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert	November	5:00pm – 11:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Two concerts	November	7:00pm – 9:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert rehearsal	November	3:00pm – 9:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert	November	5:00pm – 11:00pm	Cleaning, Security

Location	Venue	Description	Month and Date	Time	Additional Services
Callaghan	Griffith Duncan Theatre	Concert rehearsal	November	9:00am – 3:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert	November	3:00pm – 9:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert rehearsal	November	3:00pm – 9:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert rehearsal	November	10:00am – 4:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert rehearsal	November	4:00pm – 10:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert	November	5:00pm – 11:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert	November	2:00pm – 8:00pm	Cleaning, Security
Callaghan	All colleges	Residential check-out days	November	9:00am – 5:30pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	3:00pm – 9:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	4:00pm – 10:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert	December	5:00pm – 11:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	9:00am – 3:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert	December	5:00pm – 11:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	9:00am – 3:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert	December	5:30pm – 11:30pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert	December	12 noon – 6:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	3:00pm – 9:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	3:00pm – 9:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	8:00am – 2:00pm	Cleaning

Location	Venue	Description	Month and Date	Time	Additional Services
Callaghan	Griffith Duncan Theatre	Concert	December	4:00pm – 10:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert	December	5:00pm – 11:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	9:00am – 3:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert	December	4:00pm – 10:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Two concerts	December	12:00 noon – 12:00 midnight	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert	December	11:00am – 5:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	4:00pm – 10:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	4:00pm – 10:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert rehearsal	December	8:00am – 2:00pm	Cleaning
Callaghan	Griffith Duncan Theatre	Concert	December	4:00pm – 10:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert	December	3:00pm – 9:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert	December	4:00pm – 10:00pm	Cleaning, Security
Callaghan	Griffith Duncan Theatre	Concert	December	11:00am – 5:00pm	Cleaning, Security
Callaghan	The Great Hall	Four Speech Days	December	9:00am – 3:00pm	Cleaning, Security, Logistics
Callaghan	The Great Hall	Thanksgiving Service	December	7:00am – 1:00pm	Cleaning, Security, Logistics
Callaghan	The Great Hall	Concert rehearsal	December	TBC	Cleaning, Logistics
Callaghan	The Great Hall	Concert	December	TBC	Cleaning, Security, Logistics
Callaghan	All colleges	Semester 1 check outs	June	9:00am – 5:30pm	Cleaning

Schedule 16 – Initial Plans

Initial Plans have been redacted

Schedule 17 – Initiative Proposal Requirements

An Initiative Proposal must:

- (a) clearly identify the relevant Initiative;
- (b) include a clear statement on the Contractor's assessment of the benefits and risks associated with the Initiative and a risk management plan for managing the risks;
- (c) include the Contractor's methodology and timetable for the implementation of the Initiative;
- (d) set out details of any proposed amendments to the Plans to reflect the Initiative;
- (e) set out details of any proposed amendments to the then current KPIs or the inclusion of new KPIs and their respective performance thresholds;
- (f) include training, induction and performance monitoring requirements (including any changes to or impacts on work, health and safety processes and accreditation being utilised in the performance of the Services) to assess the implementation of an initiative;
- (g) include any proposed changes to the Scheduled Payment Amounts or Ad Hoc Services Rates; and
- (h) include detailed change control processes, quality controls, audits and compliance processes for the Initiative.

Schedule 18 – Approved Form of Unconditional Undertaking

[Letterhead of guarantor bank]

[Date]

To: **The University of Newcastle** (ABN 15 736 576 735) of University Drive, Callaghan NSW 2308 (**Principal**).

Bank Guarantee

At the request of Transfield Services (Australia) Pty Limited (ABN 11 093 114 553) of Level 10, 111 Pacific Highway, North Sydney NSW 2060 (the **Contractor**) and in consideration of the Principal accepting this Guarantee in relation to the Maintenance and Facilities Services Agreement dated [insert date] (the **Transaction**), [name and ABN of Bank] (the **Bank**) unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded under this Guarantee by the Principal to a maximum total sum of A [REDACTED] (the **Sum**).

This Guarantee is to continue until the first to occur of:

- (a) 4.00 pm on [insert] (the **Expiry Date**);
- (b) the return to the Bank of this Guarantee at [the above address]; or
- (c) payment to the Principal by the Bank of the whole of the Sum.

If the Bank receives a written demand at its office at [the above address] no later than the Expiry Date that purports to be signed on behalf of the Principal and demands payment of all or any part of the Sum (not exceeding the maximum amount available under this Guarantee), then the Bank unconditionally agrees to make such payment to the Principal immediately without further reference to the Contractor and despite any notice to the contrary from the Contractor. Despite anything else in this Guarantee, the Bank may, at any time and without being required to do so, pay to the Principal the whole of the Sum or such part of the Sum as has not already been paid to the Principal by the Bank and, upon such payment, the liability of the Bank under this Guarantee will immediately cease and determine.

The Sum will be automatically reduced by the amount of any payment to the Principal by the Bank under this Guarantee.

This Guarantee cannot be assigned or transferred without the written consent of the Bank.

This Guarantee is governed by the laws of New South Wales.

Signed in [insert] on [Date] on behalf of
[name of Bank]:

Authorised Signatory

Print Name

Position

Authorised Signatory

Print Name

Position

Schedule 19 – Pro forma Tax Invoice

Payment to:

Accounts Receivable Dept, FSSC ANZ
Transfield Services (Australia) Pty Ltd
Locked Bag 917
North Sydney NSW 2059
Telephone No: 02 9813 5002
Email: fsscar@transfieldservices.com

ABN 11093114553

**Customer:**

Customer Details

Address

Tax Invoice

Document No: 123456
Invoice Date: 01.06.2015
Customer No: 123456

Terms of Payment: 30 Days from receipt of invoice

Attn: Nominated representative
Reference: XXXX

Description:		Amount (AUD)	
(i)	Monthly Scheduled Payment Amount	\$	-
(ii)	Waste Disposal Services Fee	\$	-
(iii)	Ad Hoc Services Fees or Asset Replacement and Minor Works Fees	\$	-
(iv)	Requested Services Costs	\$	-
(v)	Costs incurred by the Contractor in rectifying any Operating Defects for which the Principal is financially liable (Rectification Costs)	\$	-
Subtotal Excluding GST:		\$	-
GST:		\$	-
Total Amount Payable:		\$	-

(i) Monthly Scheduled Payment Amount

Summary of Prices	Annual Charge	Monthly Charge
4A Cleaning Services		
4B Waste Management Services		
4C Waste Disposal Services		
4D Grounds Maintenance Services		
4E Pest Control Services		
4F Security Services		
4G Logistics Services		
4H Fixed Plant & Equipment Services		
4I General Building Services		
4J Engineering Services		
4L Management Fees		
4L Mobilisation and Transition In Service Fee		
Total Summary of Prices	-	-

(ii) Waste Disposal Services Fee

Description	Waste Type <i>[UoN to confirm waste types]</i>	Qty	Price per unit	Unit	Charge
Waste Disposal Rates	Co-mingled			Tonne	\$ -
	General			Tonne	\$ -
	Office paper			Tonne	\$ -
	Cardboard			Tonne	\$ -
	E-waste			Tonne	\$ -
	Batteries			Tonne	\$ -
	Mobile Phones			Tonne	\$ -
	Toner/printer cartridges			Tonne	\$ -
	Polystyrene			Tonne	\$ -
	Food organics			Tonne	\$ -
	Furniture and Timber			Tonne	\$ -
	Concrete			Tonne	\$ -
	Liquid waste			Tonne	\$ -
	Confidential waste			240L bin	\$ -
	Metals			Tonne	\$ -
	Glass (non drink bottles)			Tonne	\$ -
	TOTAL				\$ -

(iii) Ad Hoc Services Fees or Asset Replacement and Minor Works Fees

Work Order	Trade	Description	Normal Business Hours (Rate)	Normal Business Hours (Qty)	Normal Business Hours (Charge)	Outside Business Hours (Rate)	Outside Business Hours (Qty)	Outside Business Hours (Charge)	Total
100000	Materials	Add text							\$0.00
100001	Apprentice (ALL)	Add text			\$0.00			\$0.00	\$0.00
100002	Arborist	Add text			\$0.00			\$0.00	\$0.00
100003	Arborist AQF Level 3	Add text			\$0.00			\$0.00	\$0.00
100004	Arborist AQF Level 5	Add text			\$0.00			\$0.00	\$0.00
100005	Artificial Surface	Add text			\$0.00			\$0.00	\$0.00
100006	Asbestos Removal	Add text			\$0.00			\$0.00	\$0.00
100007	Bricklayer	Add text			\$0.00			\$0.00	\$0.00
100008	Carpenter	Add text			\$0.00			\$0.00	\$0.00
100009	Carpet Layer	Add text			\$0.00			\$0.00	\$0.00
100010	Commercial White Goods Tech	Add text			\$0.00			\$0.00	\$0.00
100011	Concreter	Add text			\$0.00			\$0.00	\$0.00
100012	Controls Technician	Add text			\$0.00			\$0.00	\$0.00
100013	Data & Communications Technician	Add text			\$0.00			\$0.00	\$0.00
100014	Diesel Mechanic	Add text			\$0.00			\$0.00	\$0.00
100015	Electrician	Add text			\$0.00			\$0.00	\$0.00
100016	Electrician HV	Add text			\$0.00			\$0.00	\$0.00
100017	Fire Services	Add text			\$0.00			\$0.00	\$0.00
100018	Gas Fitter	Add text			\$0.00			\$0.00	\$0.00
100019	Glazier	Add text			\$0.00			\$0.00	\$0.00
100020	Graffiti Removalist	Add text			\$0.00			\$0.00	\$0.00
TOTAL									\$0.00

[illegible]

Work Order	Trade	Description	Normal Business Hours (Rate)	Normal Business Hours (Qty)	Normal Business Hours (Charge)	Outside Business Hours (Rate)	Outside Business Hours (Qty)	Outside Business Hours (Charge)	Total
100021	Grounds Person	Add text			\$0.00			\$0.00	\$0.00
100022	Instrument Technician	Add text			\$0.00			\$0.00	\$0.00
100023	Lift Mechanic	Add text			\$0.00			\$0.00	\$0.00
100024	Locksmith	Add text			\$0.00			\$0.00	\$0.00
100025	Mason	Add text			\$0.00			\$0.00	\$0.00
100026	Mechanical Fitter	Add text			\$0.00			\$0.00	\$0.00
100027	Mechanical Fitter Boiler	Add text			\$0.00			\$0.00	\$0.00
100028	Metalworker	Add text			\$0.00			\$0.00	\$0.00
100029	Painter	Add text			\$0.00			\$0.00	\$0.00
100030	Pest and Vermin Controller	Add text			\$0.00			\$0.00	\$0.00
100031	Plumber	Add text			\$0.00			\$0.00	\$0.00
100032	Refrigeration Mechanic	Add text			\$0.00			\$0.00	\$0.00
100033	Removalist	Add text			\$0.00			\$0.00	\$0.00
100034	Roof Plumber	Add text			\$0.00			\$0.00	\$0.00
100035	Security Officer	Add text			\$0.00			\$0.00	\$0.00
TOTAL									\$0.00

(v) Rectification Costs

Work Order	Trade	Description	Normal Business Hours (Rate)	Normal Business Hours (Qty)	Normal Business Hours (Charge)	Outside Business Hours (Rate)	Outside Business Hours (Qty)	Outside Business Hours (Charge)	Total
100036	Sprinkler Technician	Add text			\$0.00			\$0.00	\$0.00
100037	Tiler	Add text			\$0.00			\$0.00	\$0.00
100038	Trade Assistant	Add text			\$0.00			\$0.00	\$0.00
100039	Tree Lopper	Add text			\$0.00			\$0.00	\$0.00
100040	Water Treatment Specialist	Add text			\$0.00			\$0.00	\$0.00
100041	Welder	Add text			\$0.00			\$0.00	\$0.00
100042	All Other Trades	Add text			\$0.00			\$0.00	\$0.00
TOTAL									\$0.00

Schedule 20 – Statutory Declaration

Oaths Act 1900 (NSW)

(i) Definitions

The Principal is: **The University of Newcastle** (ABN 15 736 576 735) of University Drive, Callaghan NSW 2308

The Contractor is: **Transfield Services (Australia) Pty Limited** of Level 10, 111 Pacific Highway, North Sydney NSW 2060
ABN 11 093 114 553

The Contract: The contract between the Principal and the Contractor

Contract Title: Maintenance and Facilities Services Agreement

Contract Number: »

Dated: (Date of Contract)
between the party identified as the Principal and the party identified as the Contractor.

(ii) Declaration

Full name: I,

Address: of
.....

do hereby solemnly declare and affirm that:

1. I am the representative of the Contractor in the Office Bearer capacity of:
»
Insert position title of the Declarant.
2. I am in a position to make this statutory declaration about the facts attested to.

Remuneration of Contractor's employees engaged to carry out work in connection with the Contract

3. All remuneration payable to the Contractor's relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid and the Contractor has made provision for all other benefits accrued in respect of the employees.
Relevant employees are those engaged in carrying out the work done in connection with the Contract.
Remuneration means remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees [s127(6) of the Industrial Relations Act 1996 (NSW)].
4. The Contractor *is / is not** a principal contractor for the work done in connection with the Contract, as defined in section 127 of the *Industrial Relations Act 1996* (NSW).
** Delete the words in italics that are not applicable.*
5. Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement in its capacity of principal contractor under section 127(2) of the *Industrial Relations Act 1996* (NSW) by each subcontractor in connection with that work stating that all remuneration payable by each subcontractor to the subcontractor's relevant employees for work done in connection with the Contract to the date of this declaration has been paid, and each subcontractor has made provision for all other benefits accrued in respect of each subcontractor's employees.

6. I am aware that the *Industrial Relations Act 1996* (NSW) requires any written statement provided by subcontractors must be retained for at least 6 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Workers Compensation Insurance of the Contractor's workers

7. All workers compensation insurance premiums payable by the Contractor to the date of this statutory declaration in respect of the work done in connection with the Contract have been paid. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of that insurance.

Workers Compensation Insurance for workers of Subcontractors

8. The Contractor *is / is not** a principal contractor for work done in connection with the Contract, as defined in section 175B of the *Workers Compensation Act 1987* (NSW).

** Delete the words in italics that are not applicable.*

9. Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 175B of the *Workers Compensation Act 1987* (NSW) in the capacity of principal contractor in connection with that work to the intent that all workers compensation insurance premiums payable by each subcontractor in respect of that work done to the date of this statutory declaration have been paid, accompanied by a copy of any relevant certificate of currency in respect of that insurance.
10. I am aware that the *Workers Compensation Act 1987* (NSW) requires any written statement provided by subcontractors and any related certificate of currency must be retained for at least 7 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Employer under the Payroll Tax Act

11. The Contractor *is registered as / is not required to be registered as** an employer under the *Payroll Tax Act 2007* (NSW).

** Delete the words in italics that are not applicable.*

12. All payroll tax payable by the Contractor in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid.
13. The Contractor *is / is not** a principal contractor for work done in connection with the Contract as defined in section 17 of Schedule 2 to the *Payroll Tax Act 2007* (NSW).

** Delete the words in italics that are not applicable.*

14. Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 18 of Schedule 2 to the *Payroll Tax Act 2007* (NSW) in the capacity of principal contractor in connection with that work to the intent that all payroll tax payable by each subcontractor in respect of the wages paid or payable to the relevant employees for that work done to the date of this statutory declaration has been paid.
15. I am aware that the *Payroll Tax Act 2007* (NSW) requires any written statement provided by subcontractors must be retained for at least 5 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Payments to Subcontractors

16. The Contractor has paid every Subcontractor, Supplier and Consultant all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement of each of them for the performance of work or the supply of materials for or in connection with the Contract.
17. The provisions of clause "Subcontractor relationships", if included in the Contract, have been complied with by the Contractor.
18. The Contractor has been informed by each Subcontractor and Consultant to the Contractor (except for Subcontracts and agreements not exceeding \$25,000 at their commencement) by written statement in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

- i. that their sub-contracts with their subcontractors, consultants and suppliers comply with the requirements of clause "Subcontractor relationships" if included in the Contract as they apply to them; and
 - ii. that all of their employees, subcontractors, consultants and suppliers, as at the date of the making of such a statement have been paid all remuneration and benefits due and payable to them by, and had accrued to their account all benefits to which they are entitled from, the Subcontractor or Consultant of the Contractor or from any other of their subcontractors or consultants (except for subcontracts and agreements not exceeding \$25,000 at their commencement) in respect of any work for or in connection with the Contract.
19. I am not aware of anything to the contrary of any statutory declaration referred to in paragraph 18 of this declaration and on the basis of the statements provided, I believe the matters set out in paragraph 18 to be true.
 20. And I make this solemn declaration, as to the matters aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Subcontract Cash Security

21. All Subcontract security held in the form of cash and all cash retentions from Subcontractor payments are held in trust by the Contractor. The cash security and retentions are held in trust for whichever party is entitled to them, until payment is made to that party.
22. The Contractor is maintaining complete records to account for the cash. The records are available to the relevant Subcontractors and the Principal on request
and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at: [place] on[date].

.....
[signature of declarant]

in the presence of an authorised witness, who states:

I,

.....
[name of authorised witness]

.....
[qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person

who made it: [* please cross out any text that does not apply]

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

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

.....
.....
.....
.....
[describe identification document relied on]

.....
[signature of authorised witness] [date]

Notes

1. *In this declaration:*
 1. *the words “principal contractor”, “employee”, “employees” and “relevant employees” have the meanings applicable under the relevant Acts;*
 2. *the word “subcontractor” in paragraphs 5, 6, 9, 10, 14 and 15 has the meaning applicable under the relevant Act; and*
 3. *otherwise the words “Contractor”, “Subcontractor”, “Supplier”, “Consultant”, “subcontractor”, “supplier” and “consultant” have the meanings given in or applicable under the Contract.*
2. ** The declaration must be made before one of the following persons:*
 1. *where the declaration is sworn within the State of New South Wales:*
 - (i) *a justice of the peace of the State of New South Wales;*
 - (ii) *a solicitor of the Supreme Court of New South Wales with a current practising certificate;*
 - (iii) *a notary public; or*
 - (iv) *another prescribed person legally authorised to administer an oath under the Oaths Act 1900 (NSW), or.*
 2. *where the declaration is sworn in a place outside the State of New South Wales:*
 - (i) *a notary public; or*
 - (ii) *any person having authority to administer an oath in that place.*

Schedule 21 – Clauses Specific to Construction Works

CW1. Definitions

Unless otherwise defined below, all words and expressions will (unless the context requires otherwise) have the meanings given to them in clause 2.1 of this Agreement.

Completion means that stage in the carrying out and completion of the relevant Construction Works when they are complete except for minor omissions and minor defects:

- (a) which do not prevent the relevant Asset(s) from being reasonably capable of being used for its or their intended purpose;
- (b) in respect of which the Principal has certified that the Contractor has reasonable grounds for not promptly rectifying; and
- (c) rectification of which will not prejudice the convenient use of the relevant Asset(s).

Date of Completion means the date certified by the Principal as being the date on which the relevant Construction Works were Completed by the Contractor.

Latent Conditions means all conditions and characteristics of the relevant Asset(s) and its or their surrounds including below ground conditions, all natural and artificial things, asbestos, Contamination, and other environmentally hazardous substances, concrete cracking and spalling, facilities, utilities and services on and within the surface.

CW2. Principal Contractor

- (a) The Principal:
 - (i) appoints the Contractor as principal contractor (for the purposes of Chapter 6 of the *Work Health and Safety Regulation 2011* (NSW) (the **Workplace Regulation**) in respect of the relevant Construction Works until the Date of Completion of those Construction Works; and
 - (ii) authorises the Contractor to exercise such authority of the Principal as is necessary to enable the Contractor to discharge the responsibilities imposed on a principal contractor under the Workplace Regulation.
- (b) Without limiting or otherwise restricting any other provision of this Agreement, the Contractor must:

- (i) ensure that in carrying out the relevant Construction Works:
 - (A) it complies with any obligations imposed upon it as the principal contractor by the Workplace Regulation;
 - (B) it does not do anything or omit to do anything which might result directly or indirectly in the Principal being in breach of any obligation under the Workplace Regulation; and
 - (C) it complies with all other WH&S Laws and other requirements of this Agreement for work, health and safety;
 - (ii) keep the Principal fully informed of all work, health and safety matters arising out of, or in any way connected with the relevant Construction Works as soon as they occur;
 - (iii) unless otherwise required by the Principal, ensure that all relevant Contractor's Personnel attend a site-specific safety induction program which complies with all Law and provide site induction to all relevant Contractor's Personnel on any Asset prior to commencement of the relevant Construction Works; and
 - (iv) if requested by the Principal, conduct an audit of work, health and safety in the manner and within the time specified by the Principal in its request.
- (c) The Contractor acknowledges and agrees that the Contractor shall not be entitled to make, the Principal will not be liable upon, and the Contractor releases the Principal from, any Claim by or on behalf of the Contractor arising out of, or in any way in connection with complying with this clause CW2.
- (d) The Contractor (to the extent permitted by law) indemnifies the Principal against any loss or penalty which the Principal may suffer or incur as a result of a civil claim or criminal prosecution, arising out of or in connection with a breach by the Contractor of any of its obligations as principal contractor under the relevant Law, including under the Workplace Regulation.

CW3. Care of the work and reinstatement of damage

- (a) The Contractor shall be responsible for care of Construction Works from and including the date of commencement of the relevant Construction Works to the Date of Completion.

- (b) Without limiting the generality of this obligation, the Contractor shall be responsible for the care of unfixed items and the care of things entrusted to the Contractor by the Principal or brought onto the relevant Asset by Personnel of the Contractor for carrying out the relevant Construction Works.
- (c) If loss or damage occurs to the Construction Works prior to the Date of Completion, the Contractor shall at its cost, rectify such loss or damage so that the Construction Works conform in every respect with this Agreement.
- (d) If urgent action is necessary to protect any Construction Works, other property or people and the Contractor fails to take the action, in addition to any other remedies of the Principal, the Principal (or its nominee) may take the necessary action and the cost incurred in doing so will be a debt due and payable from the Contractor to the Principal.

CW4. Latent Conditions

- 1. The Contractor acknowledges that:
 - (i) it has had the opportunity to inspect all relevant Assets and perform its own tests and make its own assessment of the risks associated with any Latent Conditions in or on the Assets; and
 - (ii) it has not relied upon, and will not rely upon, any information provided to the Contractor by or on behalf of the Principal in respect of any Asset unless it has independently checked and verified the information.
- (a) The Contractor agrees:
 - (i) to perform all work and provide all materials necessary to overcome any Latent Condition at its own cost; and
 - (ii) the Contractor shall have no Claim whatsoever or howsoever arising from the existence of any Latent Condition, whether or not the Latent Condition could have reasonably been anticipated at the Execution Date.
- (b) If during the performance of any Construction Works, the Contractor becomes aware of a Latent Condition, the Contractor must forthwith and where possible before the Latent Condition is disturbed, give written notice thereof to the Principal.

CW5. Quality

Unless otherwise agreed in writing by the Principal, the Contractor must undertake any Construction Works using suitable new materials and proper and tradesmanlike workmanship.

CW6. Defect Rectification

CW6.1 Defective Construction Work

- (a) If the Principal becomes aware of Construction Work performed by the Contractor which does not comply with this Agreement within 12 months after the Date of Completion of those Construction Works, the Principal may give the Contractor written details thereof together with a Direction to the Contractor to do any one or more of the following (including times for commencement and completion):
 - (i) remove the material from the relevant Asset;
 - (ii) demolish the relevant Construction Works;
 - (iii) re-construct, replace or correct the relevant Construction Work; and
 - (iv) not deliver it to the relevant Asset.
- (b) If:
 - (i) the Contractor fails to comply with a Direction given under clause CW6.1(a); and
 - (ii) that failure has not been made good within two Business Days after the Contractor receives written notice from the Principal that it intends to have the subject Construction Works rectified by others,

the Principal may have that work so rectified, the cost of which shall be a debt due and payable from the Contractor to the Principal.

CW6.2 Acceptance of Defective Work

Instead of issuing a Direction pursuant to clause CW6.1(a), the Principal may direct the Contractor that the Principal elects to accept the subject work, whereupon there shall be a deemed Services Variation which shall be valued under clause 24.2(d). In valuing any such Services Variation, the Principal shall have regard to the resulting decrease in value to the Principal of the Construction Works and any other loss suffered by the Principal.

CW6.3 Common law rights preserved

Nothing in this clause CW6 or in any other provision of this Agreement limits or excludes the Principal's common law rights against the Contractor arising out of or in connection with the failure of the Contractor to carry out Construction Works (including providing materials) in accordance with this Agreement.

CW7. Cleaning Up

- (a) The Contractor must keep each Asset at which Construction Work is being undertaken clean and tidy and regularly remove rubbish and surplus materials.
- (b) As a precondition to Completion, the Contractor must remove all temporary works and construction plant on or around the relevant Asset.
- (c) If the Contractor fails to comply with subclause CW7(b) within two Business Days after being given a notice by the Principal to do so, the Principal may have that work carried out, the cost of which shall be a debt due and payable from the Contractor to the Principal.

Schedule 22 – Indexation Formulae

1. Scheduled Payment Amounts

$$NA = \{[CA \times (CLIN / PLIN)] \times 0.80\} + \{[CA \times CMIN / PMIN]\} \times 0.20\}$$

where:

- | | |
|----------------------------|---|
| NA | the new Scheduled Payment Amount for the relevant month |
| CA | the then current Scheduled Payment Amount for the relevant month |
| CLIN | means the Labour Index Number last published by the Australian Bureau of Statistics prior to the most recent anniversary of 1 October |
| PLIN | means the Labour Index Number: <ul style="list-style-type: none"> (a) in the case of the first adjustment of the Handover Services Fee in accordance with this Schedule 22, last published by the Australian Bureau of Statistics prior to 1 October 2016 (b) in all other cases, the CLIN used in the most recent previous adjustment of the Handover Services Fee in accordance with this Schedule 22 |
| Labour Index Number | means the index number in the Australian Bureau of Statistics Catalogue 6345.0, Labour Price Index, Australia Table 1: Total Hourly Rates excluding bonus for Australia, All Sectors or such other equivalent index if this index is replaced |
| CMIN | means the Material Index Number last published by the Australian Bureau of Statistics prior to the most recent anniversary of 1 October |
| PMIN | means the Material Index Number: <ul style="list-style-type: none"> (a) in the case of the first adjustment of the Handover Services Fee in accordance with this Schedule 22, last published by the Australian Bureau of Statistics prior to 1 October 2016 (b) in all other cases, the CMIN used in the most recent previous adjustment of the Scheduled Payment Amounts in accordance with this Schedule 22 |

Material Index Number means the index number in the Australian Bureau of Statistics Catalogue 6427.0, Producer Price Indexes Tables 16 and 17: Material Used in House Building, Index Numbers and Percentage Changes by State Capital City; Index Number – All Group – Sydney – Series ID A2390417V or such other equivalent index if this index is replaced

2. Ad Hoc Services Rates

$$NR = \{[CR \times (CLIN / PLIN)] \times 0.80\} + \{[CR \times CMIN / PMIN] \times 0.20\}$$

where:

NR the new Ad Hoc Services Rate for the relevant Ad Hoc Service

CR the then current Ad Hoc Services Rate for the relevant Ad Hoc Service

CLIN means as above

PLIN means as above

CMIN means as above

PMIN means as above

3. Handover Services Fee

$$NF = CF \times (CLIN / PLIN)$$

where:

NF means the new Handover Services Fee

CF means the then current Handover Services Fee

CLIN means as above

PLIN means as above

4. Waste Disposal Services Rates

$$NR = [CR \times (CLIN / PLIN)]$$

where:

NR	the new Waste Disposal Services Rate for the relevant Waste Disposal Service
CR	the then current Waste Disposal Services Rate for the relevant Waste Disposal Service
CLIN	means as above
PLIN	means as above

5. Agreed Services Variation Rates

(a) Cleaning Services

$$NR = \{[CR \times (CLIN / PLIN)] \times 0.80\} + \{[CR \times CMIN / PMIN]\} \times 0.20\}$$

where:

NR	the new Agreed Services Variation Rate for the relevant Space Class
CR	the then current Agreed Services Variation Rate for the relevant Space Class
CLIN	means as above
PLIN	means as above
CMIN	means as above
PMIN	means as above

(b) Fixed Plant and Equipment

$$NR = CR \times (CMIN / PMIN)$$

where:

NR	the new Agreed Services Variation Rate for the relevant item of Fixed Plant and Equipment
CR	the then current Agreed Services Variation Rate for the relevant item of Fixed Plant and Equipment
CMIN	means as above
PMIN	means as above

Schedule 23 – Local Industry Participation

Name	Service	Location
[REDACTED]	Grounds Services (Callaghan)	[REDACTED]
[REDACTED]	Grounds Services (Ourimbah)	[REDACTED]
[REDACTED]	Grounds Services (Tamworth)	[REDACTED]
[REDACTED]	Grounds Services (Taree)	[REDACTED]
[REDACTED]	Grounds Services (Port Macquarie)	[REDACTED]
[REDACTED]	Grounds Services (Callaghan and Ourimbah)	[REDACTED]
[REDACTED]	Electrical (FP&E, GBS, ES) (All Campuses)	[REDACTED]
[REDACTED]	Plumbing (FP&E, GBS, ES) (Callaghan, Newcastle, Mayfield, Ourimbah and Gosford)	[REDACTED]
[REDACTED]	Logistics Services (All Campuses)	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]		[REDACTED] [REDACTED]

Schedule 24 – Maximum Rectification Times

Priority	Health, Safety and Security	Impact on Function	Risk to Asset	Specific Requirements	Max Response and Rectification Time
Priority 1	Immediate high risk to life or of serious injury.	Disruption to multiple users in multiple locations or to Critical Assets such that multiple functions of the Principal cannot be performed.	Major damage has occurred to an Asset and/or there is a high likelihood of catastrophic damage if the failure is not addressed immediately.	<p>Location is in a high risk area, including:</p> <ul style="list-style-type: none"> - Animal Care Spaces - Anatomy Labs - Clean / Sterile Rooms. <p>People are trapped in a lift.</p> <p>Cleans associated with bodily fluids or blocked sewer lines and toilets.</p>	<p>2 hours to Respond and, where reasonably practicable to do so, Rectify 2 days to Rectify</p> <p>30 minutes to Respond and, where reasonably practicable to do so, Rectify 2 hours to Rectify</p> <p>30 minutes to Respond and, where reasonably practicable to do so, Rectify 2 hours to Rectify</p>
Priority 2	Low risk of injury requiring first aid	<p>Disruption to multiple users in multiple locations, but functions of the Principal can still be performed.</p> <p>or</p> <p>Disruption to multiple users in a single location and the functions of the Principal cannot be performed or relocated.</p>	Damage has occurred to an Asset and the Asset is still available however, it will potentially be unavailable if the failure is not addressed.	<p>Location is in any of the following:</p> <ul style="list-style-type: none"> - residential room; - residential accommodation kitchen, laundry or bathroom. 	<p>Respond and, where it is reasonably practicable to do so, Rectify by midday on the next Business Day 5 days to Rectify</p> <p>30 minutes to Respond and, where it is reasonably practicable to do so, Rectify 4 hours to Rectify</p>
Priority 3	No risk of injury	Disruption to a single user, in one location and the functions of	Minor damage has occurred to an Asset, low risk of	Graffiti removal	<p>3 Business Days to Respond</p> <p>10 Business Days to Rectify</p>

		the Principal can still be performed.	further damage and the Asset remains available. or Risk identified with likelihood of minor damage to Asset.		
Priority 4	No risk of injury	No disruption to users.	Minor damage has occurred to an Asset, and the Asset remains available. or Risk identified with potential to cause minor damage to Asset.		10 days to Respond 20 days to Rectify

Schedule 25 – Prescribed Equipment

Area	Prescribed Equipment
Electronic Fire Detection	<p>Fire Indicator Panel – Wormald MX44828 Part #FP0821*</p> <p>Photo Heat Detectors – Minerva 814PH Part# 516.800.510</p> <p>Carbon Monoxide Detectors - Minerva 814CH Part# 516.800.511</p> <p>Heat Detectors - Minerva 814H Part# 516.800.513</p> <p>Manual Call Points - CP820 Part# 515.001.025</p> <p>EWIS - QE90 Part# QS1000*</p> <p>* Part numbers change dependent on panel sizes and internal equipment fitted.</p>
Hydraulics Services	<p>Enware thermostatic mixing valves (preferred) for water temperature control</p> <p>Gas meters – Elster / Krom Schroeder / Email</p> <p>Water meters – Elster / Davies Kent</p> <p>Rinnai/Edwards Solar / Rheem hot water systems</p> <p>Grundfos multistage pumps</p>
Security Services	Avgilon CCTV cameras
Mechanical Services	<p>Power Pax Turbocor fluid chillers, multiple refrigeration circuits where multiple compressors, stainless steel tube sheets for condenser water boxes, monitoring of chiller amps and compressor speeds & interface of other suction/discharge pressures to BMS, Kiltect control system</p> <p>Southern Cross close coupled motor pumps with galvanised spring mount base, cast iron casing, bronze impellor, stainless steel shaft, mechanical seal, and 2900rpm high efficiency motor</p> <p>Danfoss variable speed electric motor drives, interface to BMS, shielded cable between VSD and motor</p> <p>Daikin / Mitsubishi Electric (Split systems & VRV) Temperzone/Actron package AC equipment</p> <p>Carrier / Air Design / Temperzone / Fan Coil Industries / Dunn / Walker fan coil units and AHU's. (AHU fans >5,000 l/s shall be double width double inlet backward curved</p>

	<p>aerofoil blade fans preferably direct drive motor, FCU's shall be direct drive)</p> <p>Grundfos close coupled multi stage motor pumps</p> <p>Sime / Dedietrich / Feroli / Simons cast iron section water heaters</p> <p>Siemens & Delta BMS control, all analogue outputs shall have adjustable 0-100% position manual override pot, actuators shall be Siemens, damper actuators shall be maximum 1x actuator per 1m2 of damper and use of GIB131 for small dampers and GIB161 for larger damper.</p> <p>Circutor Energy Monitoring System, Schneider Electric PM5350 digital power meters and Schneider Electric TSX-ETG100 RS485 to ethernet communications routers. AirChange air to air heat exchangers</p> <p>Aquacool coolingtowers including direct drive low noise fans and galvanized work platform. Feed & expansion shall be via open tank with ball float unless impractical (pressure pump systems are to be avoided). Chemical dose pots shall be 10 ltr stainless steel with integral funnel/drain & valves</p> <p>Alfa Laval plate heat exchangers. Motorised dampers shall be aluminium frame/aluminium blade stainless steel/gal shaft, bronze/nylon bush, external side shaft driven linkages maximum 1x actuator per 1m2 of damper hex shaft</p> <p>Filters shall be standard sizes of 600mmx600mm / 600mm x 300mm / 300mm x 300mm - 50/100mm thick pleated panel disposable with Magnahelic/Sailor differential pressure gauge mounted across filter</p> <p>Non return valves shall be Keystone or equal single swing check, ball valves with bronze body stainless steel (ball/extended shaft/handles), butterfly valves shall be lugged buna N seal bronze disc cast handle stainless steel quadrant, flexible couplings shall be nylon cord reinforced rubber, pipework shall be copper with brushed aluminium sheathing, CHW systems greater than 200kW shall also include a 1000-10000Ltr storage tank depending on system size to minimise short cycling of chillers during low load.</p>
Electrical Services	<p>Critec surge diverters</p> <p>Merlin Gerin & Schneider NSX circuit breakers</p> <p>NHP Concept & Schneider distribution boards.</p> <p>NexusRF wireless emergency & exit lights with Area Control Router - Ethernet, LED exit & LED spitfire emergency.</p>

	<p>Clipsal push button timers, Infrascan 750WP motion sensors, Sensorswitch wall light switch</p> <p>Lighting shall be T5 28w low energy triphosphor flourescent OR LED, street lighting shall be LED</p> <p>HV switchgear shall be Schneider Electric Premset</p> <p>Transformers shall be ABB/Wilson</p> <p>Power Factor correction LV shall be Electroserve / Capacitor Technologies / ABB</p> <p>HV shall be Schneider Electric / ABB</p> <p>Schneider Electric PM5350 digital power meters.</p>
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Schedule 26 – Survey Principles and Report Content

1. PURPOSE

Detailing how the Health of Relationship program operates within and across Transfield Services and its database application on TransApps.

2. SCOPE

This procedure is applicable to all Transfield Services sites and employees.

3. DEFINITIONS

TS: Transfield Services

BCIG: Business Community Investment Group

4. RESPONSIBILITIES

BCIG:

Administer Health of Relationship Program

Prepare Survey Schedule

Input survey results to Database

Analyse results

Prepare reports

Education / support to Sites and Clients (Pre and Post Survey presentations)

Feedback of survey results to Clients and Sites

Assist Contract / Business Managers facilitate Improvement Plans

Prepare Quarterly Reports for Executive and Senior managers

Maintenance of the Health of Relationship portal on TransApps

Site / Contract Manager:

Liaise with both Contract Manager and Client to determine participants

Agree the form that the survey will take: Electronic and / or Hard Copy

Confirm completed Distribution List with respective GM / EGM

Distribution of questionnaires

Follow through with participants to ensure all completed forms returned

Communication of results to Client and TS employees

Formulation of Improvement Plans based on outcomes of the survey

Implementation of Improvement Plans

Regular communication of Improvement Plan progress and completion to Client

5. BACKGROUND

The 'Health of Relationship' program monitors the health of our business relationships across 4 target groups':

- Client Management Team (Blue Survey Form)
- Client Operations Team (Green Survey Form)
- Transfield Services' Site Management Team (Orange Survey Form)

- Transfield Services Site Workforce (Yellow Survey Form)

The 'Health of Relationship' program identifies how well we understand the issues governing each relationship, as well as establishing how closely aligned the target groups are and helping identify improvements to our clients' relationship with Transfield Services from a 'value add' perspective.

The first survey ideally will take place 9 to 12 months after any new business 'transitions' into Transfield Services, with each site then being surveyed at least every 12 months or as agreed to meet site operational requirements.

6. PARTICIPATION IN THE PROGRAM

All Transfield Services sites will participate in the Health of Relationship program unless the site is specifically excluded by agreement between the General Manager, Business Community Investment and the relevant Senior Manager.

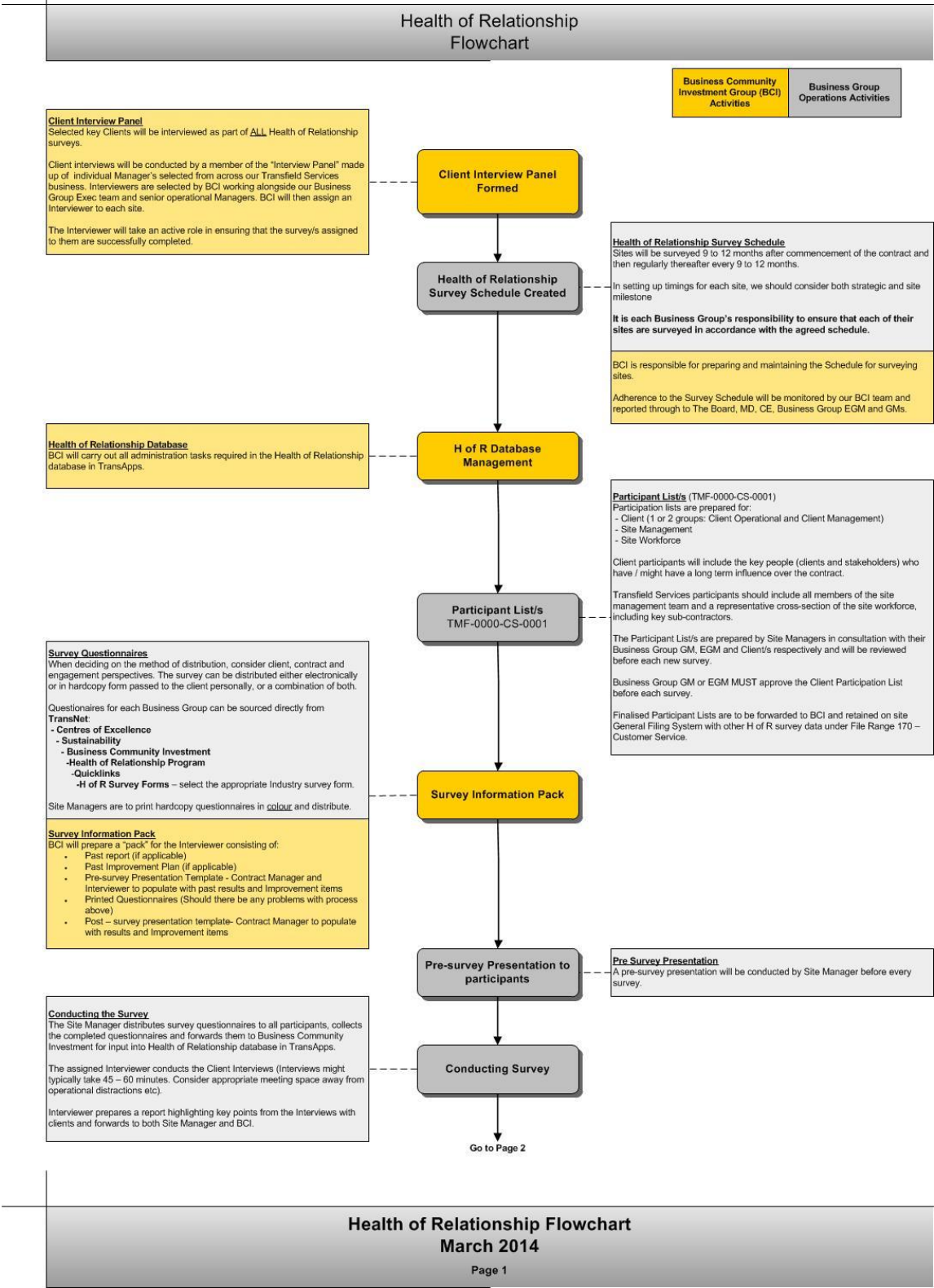
Health of Relationship is designed to measure long term relationships and is not suited to short term contracts such as shut downs / turnarounds, or construction projects, with these types of contracts typically not included within the program.

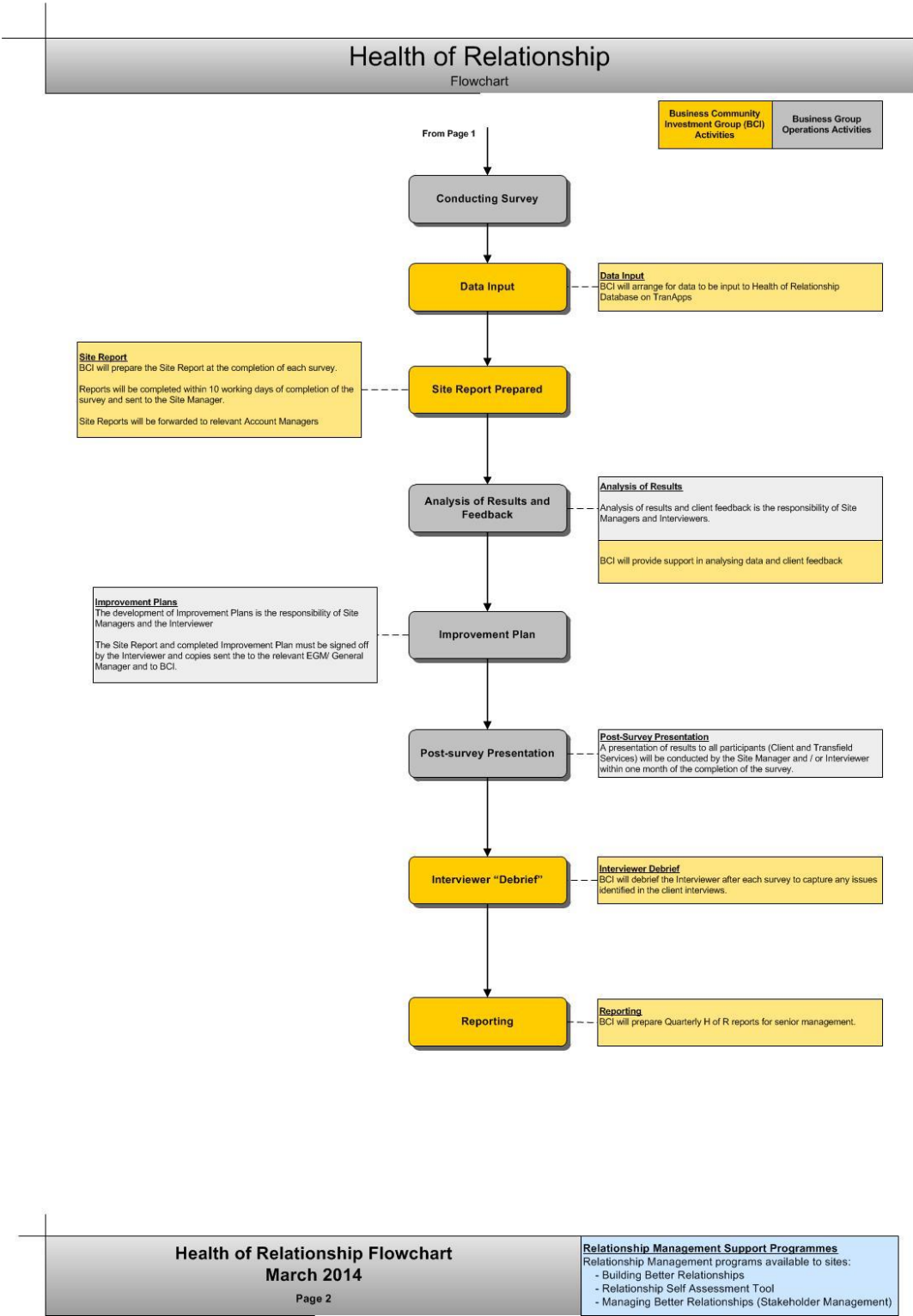
Exclusion from the program could be based on:

- Size of the contract
- Client requesting not to take part

A list of sites not included in the program will be kept in the H of R Scorecard file.

7. PROCESS





HEALTH OF RELATIONSHIP DATABASE APPLICATION

For details of the operation of the Health of Relationship system in TransApps, see the reference documents listed below.

8. REFERENCE DOCUMENTATION

[Link to TransNet \(Business Community Investment\) Health of Relationship Home Page](#)

Health of Relationship Program

TMF-0000-CS-0001	Health of Relationship Participant List Template
TMD-0000-CS-0080	Health of Relationship Pre-Survey Presentation
TMD-0000-CS-0092	Health of Relationship Client Interview Guidelines
TMD-0000-CS-0084	Health of Relationship Post-Survey Presentation
TMF-0000-CS-0027	Health of Relationship Improvement Plan
TMD-0000-CS-0082	Health of Relationship Generating Reports <ul style="list-style-type: none">• Executives• General Managers• Site Managers
TMD-0000-CS-0083	Health of Relationship - Reference Guide <ul style="list-style-type: none">• Business Community Investment Group• System Administrators

Building Better Relationships

TMD-0000-CS-0006	Building Better Relationships Presentation
TMP-0000-CS-0008	Managing Better Relationships Procedure
TMD-0000-CS-0005	Building Better Relationships - Facilitators Guide
TMD-0000-CS-0010	Building Better Relationships - Self Assessment Booklet

Managing Better Relationships (Stakeholder Management)

TMD-0000-CS-0093	Relationship Management Strategy (booklet)
TMD-0000-CS-0008	Stakeholder Methods of Engagement Toolbox