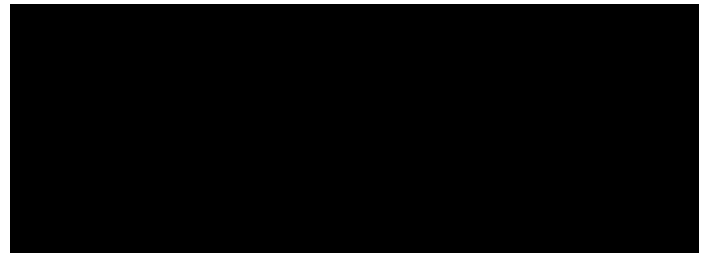


FINAL

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**Thomson Geer**  
Lawyers



**Street Furniture and  
Outdoor Media Services Agreement**

**Variation and Settlement Agreement No 2.**

between

**The Council of the City of Sydney**  
ABN 22 636 550 790

and

**QMS Media Pty Limited**  
ACN 603 037 341

## Table of contents

<b>1</b>	<b>Definitions and interpretation</b> .....	<b>1</b>
	1.1 Definitions .....	1
	1.2 Interpretation.....	2
<b>2</b>	<b>Settlement</b> .....	<b>2</b>
<b>3</b>	<b>Release</b> .....	<b>2</b>
<b>4</b>	<b>Variations</b> .....	<b>3</b>
<b>5</b>	<b>Conformed copy</b> .....	<b>3</b>
<b>6</b>	<b>Warranty</b> .....	<b>3</b>
<b>7</b>	<b>Bar to proceedings</b> .....	<b>3</b>
<b>8</b>	<b>No admission of liability</b> .....	<b>3</b>
<b>9</b>	<b>Independent legal advice</b> .....	<b>4</b>
<b>10</b>	<b>Confidentiality</b> .....	<b>4</b>
<b>11</b>	<b>General provisions</b> .....	<b>4</b>
<b>12</b>	<b>Counterparts</b> .....	<b>4</b>
<b>13</b>	<b>Electronic execution</b> .....	<b>4</b>
<b>Annexure A</b> .....	<b>6</b>	
	Issues and Agreed Resolutions.....	6
<b>Annexure B</b> .....	<b>23</b>	
	Variations.....	23

This Agreement is made on

2023

**BETWEEN**     **The Council of the City of Sydney ABN 22 636 550 790** of Town Hall House,  
456 Kent Street, SYDNEY NSW 2000 (the **City**)

**AND**           **QMS Media Pty Limited ACN 603 037 341** of [REDACTED]  
[REDACTED] (the **Service Provider**).

## Recitals

- A     The City and the Service Provider are parties to the Street Furniture Agreement.
- B     During the course of the further implementation of the Street Furniture Agreement the Issues described in Annexure A have arisen.
- C     The parties have agreed to resolve the Issues on the terms set out in this Agreement.

**Now it is covenanted and agreed** as follows:

## 1     Definitions and interpretation

---

### 1.1   Definitions

In this Agreement, unless the context requires otherwise:

- (a)   terms used in this Agreement which have defined meanings provided by the Street Furniture Agreement, will have the meaning provided by the Street Furniture Agreement;
- (b)   all references to "Annexures" and "Attachments" are references to annexures and attachments to this Agreement; and
- (c)   The following terms will have the meanings provided below:

**Agreed Resolution** means a resolution agreed by the parties for an Issue as set out in Annexure A;

**Agreement** means this agreement;

**APT** means an automated public toilet as described in the Street Furniture Design Specifications;

**Category A Site** means a Service Area identified in Attachment 1 as a Category A Site where an item of Street Furniture was to be installed but will no longer be installed;

**Category B Site** means a Service Area identified in Attachment 1 as a Category B Site where an item of Street Furniture has been installed but will be relocated due to public domain upgrade works being undertaken by the City;

**Category C Site** means a Service Area identified in Attachment 1 as a Category C Site where an item of Street Furniture has been installed and will be relocated to a location to be determined;

**Category D Site** means a Service Area identified in Attachment 1 as a Category D Site where an item of Street Furniture has been installed and will be removed on the basis that a different identified site will be converted so it features a Digital Advertising Display;

**Claim** means any:

- (a) claim, demand, remedy, suit, action, proceeding, right of action, claim for payment or compensation; and
- (b) liability for any loss, damage, cost, offset, debt, monies, expense or claim for abatement of any monetary obligation,

whether arising under contract, in tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise, in each case whether present or unascertained, future or contingent;

**Confidential Information** has the meaning provided by the Street Furniture Agreement and also includes information relating to the Issues and the Disputes, the terms and conditions of this Agreement and the details of the negotiations between the parties in connection with the Issues, the Disputes or this Agreement;

**Disputes** means the disputes and disagreements between the parties with respect to the Issues;

**Issues** means the issues described in Annexure A;

**Kiosk** means a kiosk as described in the Street Furniture Design Specifications;

**Removal Date** means, in respect of an item of Street Furniture, the date set out in Attachment 1;

**Street Furniture Agreement or SFA** means the "Street Furniture and Outdoor Media Services Agreement" dated 30 June 2020 between the City and the Service Provider as Varied by Variation Agreement No 1; and

**Variation Agreement No 1** means the "Street Furniture and Outdoor Media Services Agreement, Variation and Settlement Agreement No 1" dated 18 October 2022.

## 1.2 Interpretation

In this Agreement, the provisions of clause 1.2 of the Street Furniture Agreement apply equally to this Agreement unless the context requires otherwise.

## 2 Settlement

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- (a) The parties agree to resolve each Issue in the manner described in the Agreed Resolutions.
- (b) Each party will promptly take such action as is required of it to implement each Agreed Resolution.
- (c) To the extent an Agreed Resolution sets out a variation to the Street Furniture Agreement that variation takes effect on the date this Agreement has been signed by both parties.

## 3 Release

---

In consideration of the terms of this Agreement, including the performance of each party's respective obligations under this Agreement:

- (a) City irrevocably and unconditionally releases and discharges the Service Provider and its directors, officers, employees or agents from all Claims which it has or which but for this Agreement could, would or might at any time hereafter have or have had against the Service Provider and/or the Service Provider's directors, officers, employees or agents in connection with the Issues and the Disputes.

- (b) The Service Provider irrevocably and unconditionally releases and discharges the City and its officers, employees or agents from all Claims which it has or which but for this Agreement could, would or might at any time hereafter have or have had against the City and/or the City's officers, employees or agents in connection with the Issues and the Disputes.

#### **4 Variations**

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In addition to the variations to the Street Furniture Agreement as detailed in Annexure A, the parties agree to vary the Street Furniture Agreement as set out in Annexure B on and with effect from the date of this Agreement.

#### **5 Conformed copy**

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- (a) Following execution of this Agreement, the City will:
- (i) prepare a conformed copy of the Street Furniture Agreement incorporating all variations made by this Agreement and any consequential amendments required to give effect to those variations; and
  - (ii) provide the conformed copy to the Service Provider.
- (b) Once the parties are satisfied that the conformed copy of the Street Furniture Agreement accurately reflects the amendments made to the Street Furniture Agreement by this Agreement, both parties will sign a document adopting the conformed copy as the true and correct copy of the Street Furniture Agreement as amended by this Agreement.

#### **6 Warranty**

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Each party warrants to the other that:

- (a) to the best of its knowledge and belief, its signing, delivery and performance of this Agreement will not constitute:
- (i) a violation of any judgment or order by which it is bound;
  - (ii) a material default under any material contract by which it or any of its assets are bound; or
  - (iii) an event that would, with notice or lapse of time, or both, constitute such a default; and
- (b) it has the requisite power and authority to enter into this Agreement and to carry out the obligations contemplated by this Agreement.

#### **7 Bar to proceedings**

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This Agreement may be pleaded as a full and complete defence by any of the parties to any Claims made in connection with the Issues and the Disputes.

#### **8 No admission of liability**

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Nothing in this Agreement constitutes an admission by any party to this Agreement of any liability in respect of any Claims made in connection with the Issues and the Disputes.

**9 Independent legal advice**

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Each party acknowledges that before signing this Agreement it received independent legal advice as to the meaning and effect of the document.

**10 Confidentiality**

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The parties agree that the provisions of clause 37 of the Street Furniture Agreement apply to this Agreement as though set out herein and all Confidential Information disclosed by one party to another under or in connection with this Agreement will be subject to those provisions.

**11 General provisions**

---

The parties agree that the provisions of clauses 41 (notices) and clause 43 (general) apply to this Agreement as though set out herein.

**12 Counterparts**

---

This Agreement may be executed in counterparts by the respective parties, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same Agreement, provided that this Agreement will be of no force and effect until the counterparts are exchanged.

**13 Electronic execution**

---

A party may execute this Agreement with an electronic signature generated by DocuSign, or by another generally accepted and lawful form of technology agreed by the parties, as satisfactory for execution by electronic signature of this Agreement. A party who receives such an electronic signature may assume that such execution was validly and lawfully permitted by the other party.

**Executed** as an Agreement

**Signed** on behalf of **The Council of the City of Sydney** by its duly appointed attorney **Kim Philip Woodbury** of Sydney Square, George Street Sydney, Chief operating Officer, being duly authorised in this behalf (who by his/her execution warrants that his/her appointment has not been revoked) in the presence of:

[Redacted signature] \_\_\_\_\_

Witness

[Redacted signature] \_\_\_\_\_

Print name

**Executed** by **QMS Media Pty Limited** ACN 603 037 341 in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

[Redacted signature] \_\_\_\_\_

Director

[Redacted signature]

\_\_\_\_\_  
Name of Director  
BLOCK LETTERS

**The Council of the City of Sydney** by its Attorney [Redacted signature]

[Redacted signature] \_\_\_\_\_

Attorney

Power of Attorney dated 9 May 2023

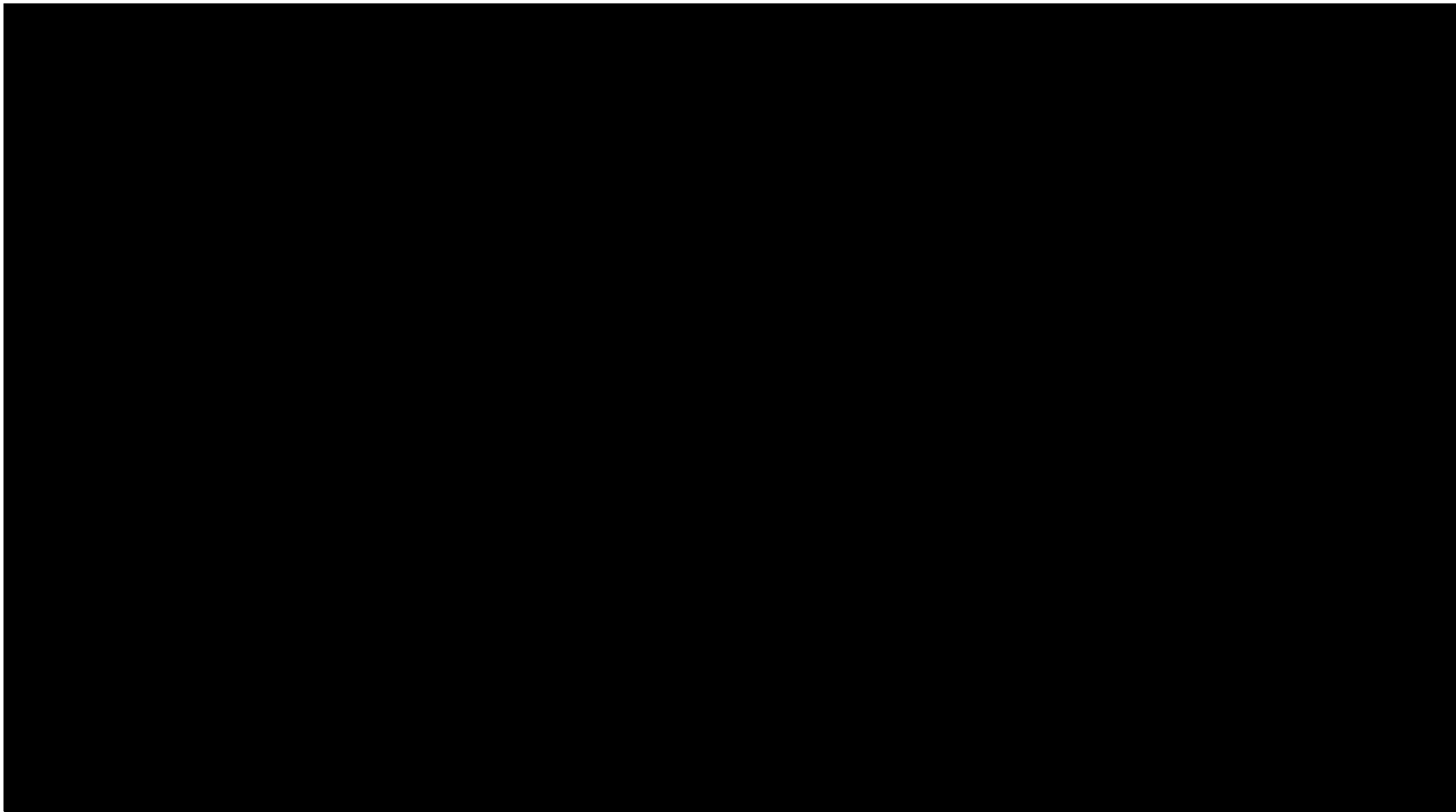
[Redacted signature] \_\_\_\_\_

\*Director/\*Company Secretary

[Redacted signature]

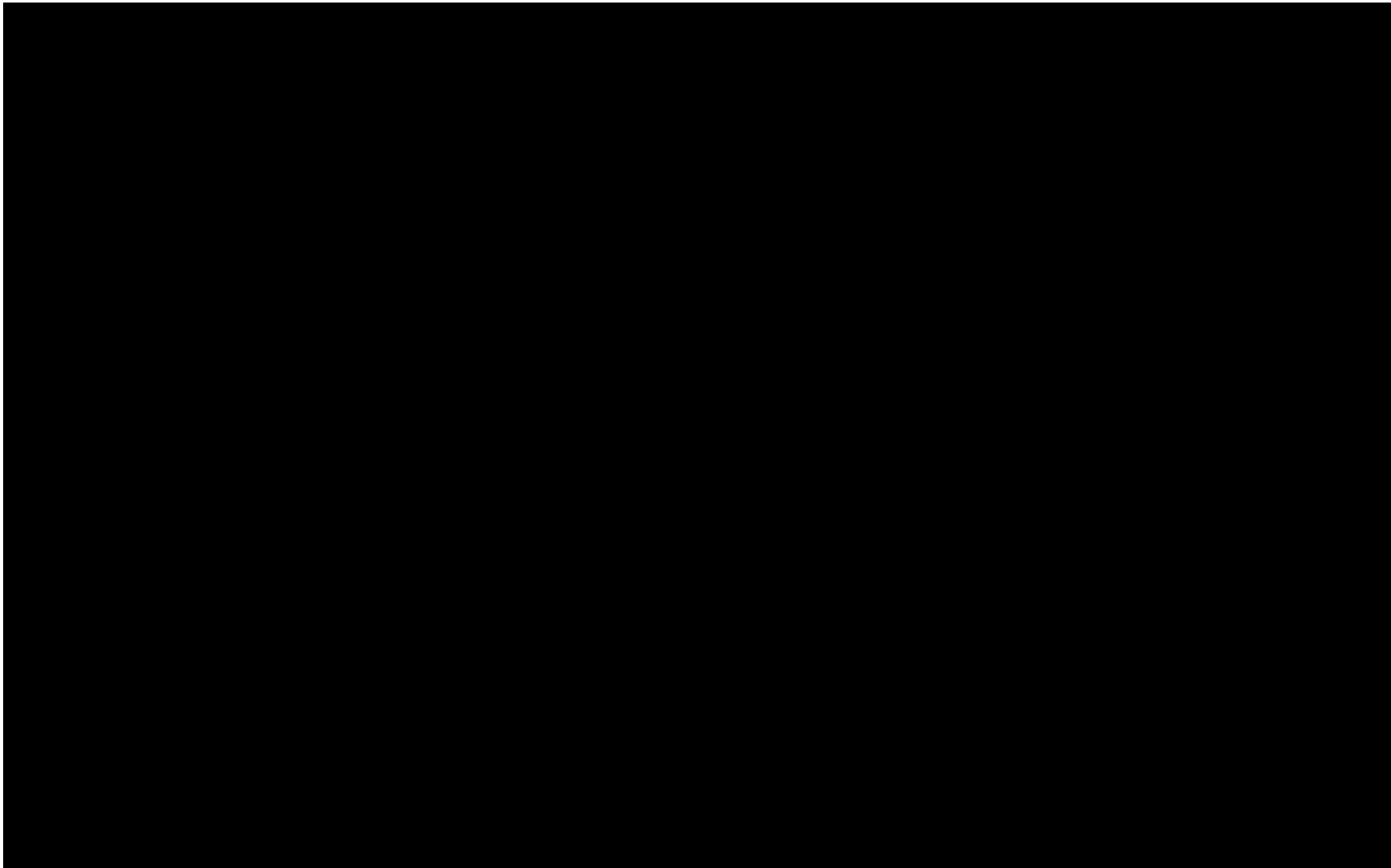
\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

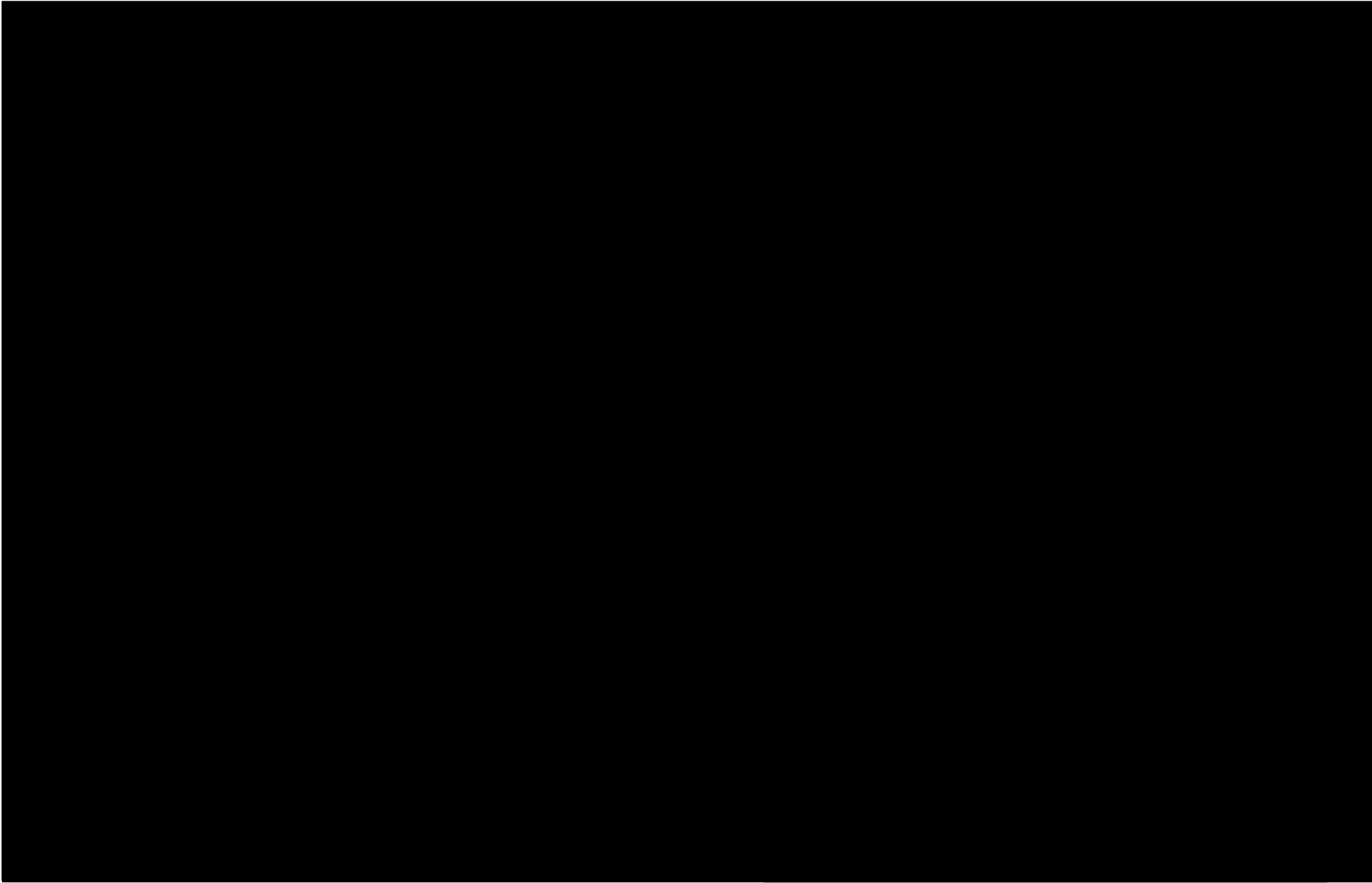
**Annexure A**  
**Issues and Agreed Resolutions**

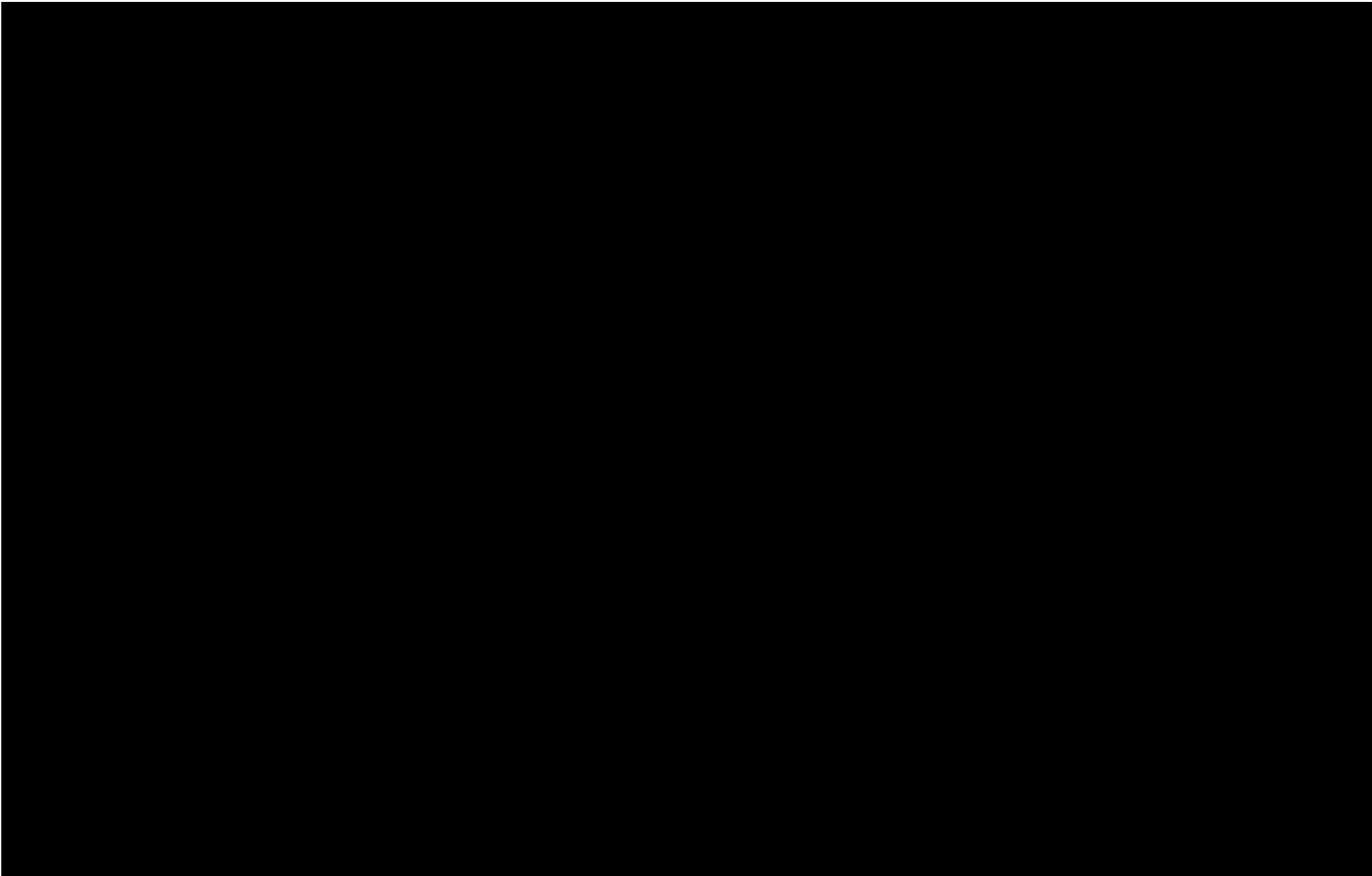


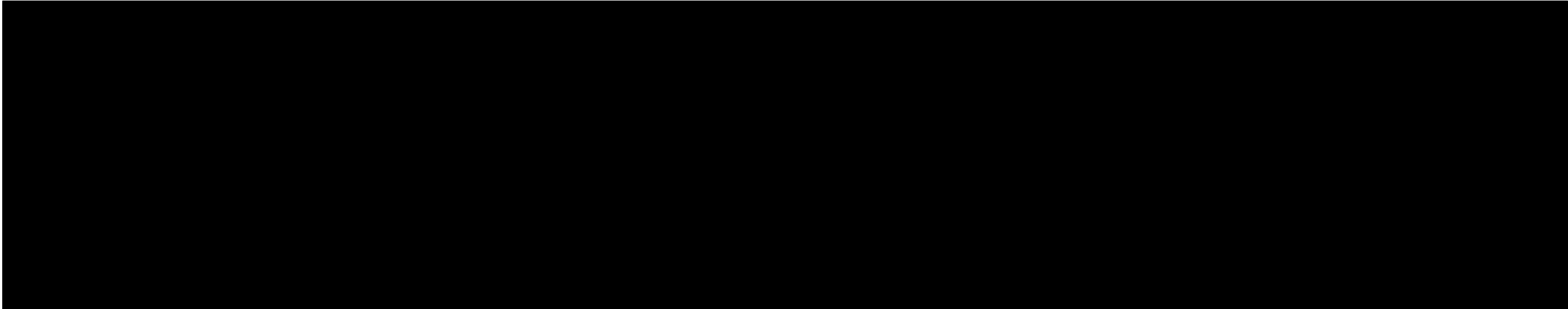












## Attachment 1

## Sites

Site ID	ADDRESS	SUBURB	ITEM OF STREET FURNITURE	Site Category	Removal Date
AB1144	Bourke Street before Cleveland Street	Surry Hills	Advertising Bollard	Category A Sites	N/A
AB1146	Baptist St after Telopea Street	Surry Hills	Advertising Bollard		N/A
P1189	Hunter Street after O'Connell Street	Sydney	Communications Pylon		N/A
P3048A	Crown Street before Fitzroy	Surry Hills	Communications Pylon	Category B Sites	N/A
P3050	Crown Street at Collins Street	Surry Hills	Communications Pylon		N/A
P3057	Crown Street after Oxford Street	Surry Hills	Communications Pylon		N/A
P1010	Dixon Street after Hay Street	Sydney	Communications Pylon		N/A
P1011	Dixon Street after Hay Street	Sydney	Communications Pylon		N/A
P1031	George Street Opposite Margaret Street	Sydney	Communications Pylon		N/A
B1060	Liverpool Street after Elizabeth Street (bus shelter component)	Sydney	Bus Shelter		31/03/24
B1063	Liverpool Street after Elizabeth Street (bus shelter component)	Sydney	Bus Shelter	31/03/24	
P1139A	Liverpool Street before Sussex	Sydney	Communications Pylon	Category C Sites	31/03/2024
P5023	Bay Street after Francis Street	Glebe	Communications Pylon		30/06/2024
P3056	Bourke Street after Campbell Street	Surry Hills	Communications Pylon		30/06/2024
AB1030	Bathurst St & Castlereagh St	Sydney	Advertising Bollard		30/06/2024
P1056	Park Street before Elizabeth Street	Sydney	Communications Pylon	Category D Sites	31/03/2024
B1059	Elizabeth St after Bathurst St	Sydney	Bus Shelter		31/03/2024
B3500	Elizabeth St after Market St	Sydney	Bus Shelter		31/03/2024
P3049	Kings Cross Road Before Bayswater Road	Kings Cross	Communications Pylon		30/06/2024
P1134	Bridge Street before Gresham Street	Sydney	Communications Pylon		31/03/2024
AB1025	Pitt St & Bathurst St (Games Paradise )	Sydney	Advertising Bollard		31/03/2024
AB1136	College before Stanley Street	Sydney	Advertising Bollard		31/03/2024
P3052	Oxford Street opposite George Street	Paddington	Communications Pylon		30/06/2024
P3059	Elizabeth Street after Cleveland Street	Redfern	Communications Pylon		30/06/2024
P1124	Bridge Street before Phillip Street	Sydney	Communications Pylon		31/03/2024
AB1031	Liverpool before Kent St	Sydney	Advertising Bollard		30/06/2024
P3067	Bourke Street before Elizabeth Street	Redfern	Communications Pylon		30/06/2024
P1187	Erskine Street before Clarence Street	Sydney	Communications Pylon		30/06/2024
AB1026	Pitt before Park Street	Sydney	Advertising Bollard		31/03/2024
AB1140	Castlereagh St before Bathurst St	Sydney	Advertising Bollard		30/06/2024
P3068	Bourke Street before Cathedral Street	Woolloomooloo	Communications Pylon		30/06/2024
AB1137	Macquarie Street after Martin Place	Sydney	Advertising Bollard		31/03/2024
B1060	Liverpool Street after Elizabeth Street (advertising bollard component)	Sydney	Bus Shelter	31/03/2024	
B1063	Liverpool Street after Elizabeth Street (advertising bollard component)	Sydney	Bus Shelter	31/03/2024	

**Attachment 2****Category B Site relocations**

ID	ADDRESS	SUBURB	FACES
P3048A	Crown Street before Fitzroy	Surry Hills	1
P3050	Crown Street at Collins Street	Surry Hills	1
P3057	Crown Street after Oxford Street	Surry Hills	1
P1010	Dixon Street after Hay Street	Sydney	1
P1011	Dixon Street after Hay Street	Sydney	1
P1031	George Street Opposite Margaret Street	Sydney	1
B1060	Liverpool Street after Elizabeth Street (bus shelter component)	Sydney	0
B1063	Liverpool Street after Elizabeth Street (bus shelter component)	Sydney	0

## Attachment 3

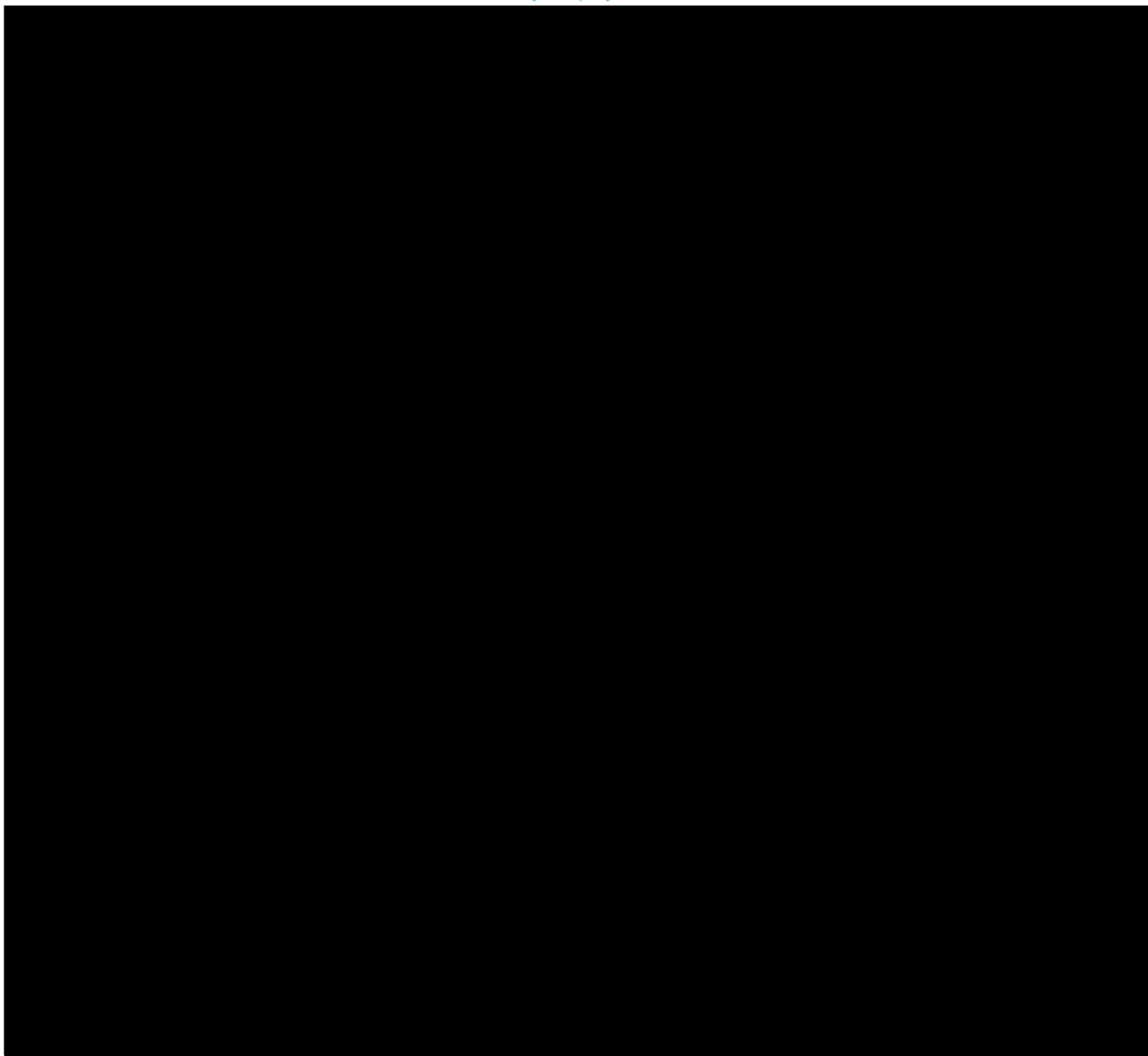
## Sites where Advertising Bollards with Community Displays are to be converted into Advertising Displays

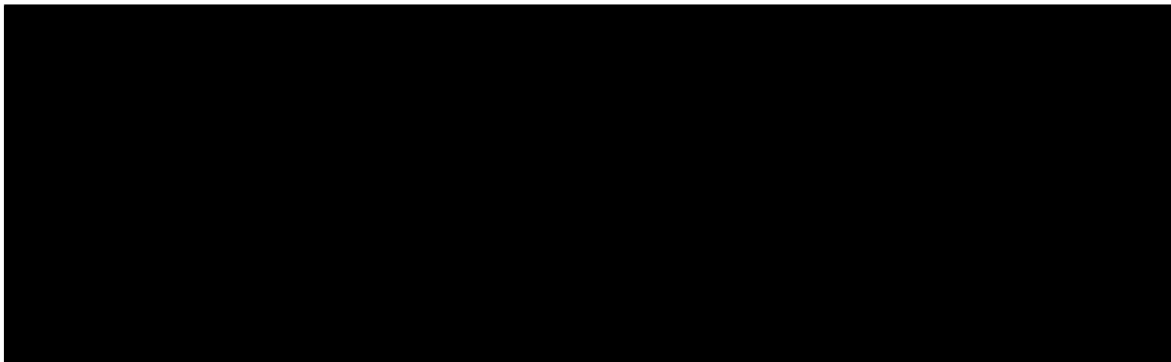
Advertising Bollard with Community Display to be converted				
Site ID	Address	Suburb	Approved X Coordinate	Approved Y Coordinate
P1019A	George Street After Wynyard Street	Sydney		
P1021A	George Street Before Liverpool Street	Sydney		
P1037A	George Street Before Hay Street	Sydney		
P1038A	George Street Before Wilmot Street	Sydney		
P1039A	George Street Before Goulburn Street	Sydney		
P1040	George Street After Liverpool Street	Sydney		
P1045A	Kent Street Before Margaret Street	Sydney		
P1046A	Kent Street After Market Street	Sydney		
P1065A	Pitt Street Before Bond St	Sydney		
P1075A	George Street after Goulburn Street	Sydney		
P1080A	Quay Street After Thomas Street	Sydney		
P1081A	George Street Before Barlow	Sydney		
P1086A	Philip Street Before King Street	Sydney		
P1136	Castlereagh Street Before Market Street	Sydney		
P1158A	Pitt Street Before King Street	Sydney		
P1167	Market Street After Castlereagh Street	Sydney		
P1170A	George Street Before Bathurst Street	Sydney		
P3073A	George Street After Rawson Place	Sydney		
P1022	George Street at Alfred Street	Sydney		
P1029A	George Street After King Street	Sydney		
P1031	George Street Opposite Margaret Street	Sydney		
P1025	George Street After Jamison Street	Sydney		
P1032	George Street After Margaret Street	Sydney		
P5028	Bent Street Before Philip Street	Sydney		
P3014AD	Cnr Ward Avenue & Bayswater Rd	Rushcutters Bay		
P3020AD	19 Oxford Street	Darlinghurst		
P5031	City Road before Cleveland	Chippendale		
P3065	Henderson St after Mitchell	Redfern		
P3001	City Rd before Forbes St	Darlington		



**Attachment 4**

**Community Display locations to be redacted from Schedule B13 of the Street Furniture Agreement**





**Attachment 5**

**Street Furniture Rates and Fees Schedule**

**QMS & CoS Street Furniture Rates and Fees Schedule**  
 10-Nov-23  
 All pricing excludes GST  
 CFI updated once annually in accordance with Street Furniture contract (last completed July 2023)

Street Furniture supply fee	Clause of the Agreement	Scope of fee	CoS Unit Supply Price (AUD)	Day Rate	Night Rate	Reinstatement (new) special paver (18%)	Day Rate	Reinstatement (new) Unmade (18%)	Reinstatement (new) special paver (18%)	Night Rate	Reinstatement (new) Unmade (18%)
				CoS Civil Works and Installation Price Per Unit (AUD)	CoS Civil Works and Installation Price Per Unit (AUD)		Reinstatement (new) Concrete/Asphalt/Brick (18%)			Reinstatement (new) Concrete/Asphalt/Brick (18%)	
Small Shelter – Non Walk Through - Non Ad	65.1										
Small Shelter	65.1										
Standard Shelter	65.1										
Large Shelter - 5 Bay	65.1										
Special Large Shelter - 6 Bay	65.1										
Small Standard Kiosk - Structure	65.1										
Small Standard Kiosk - Internal Cabinetry	65.1										
Large Round Kiosk - Structure	65.1										
Large Round Kiosk - Internal Cabinetry	65.1										
APT - Single	65.1										
APT - Single - Green Roof	65.1										
APT - Double	65.1										
APT - Double - Green Roof	65.1										
Communications Pylon	65.1										
Seat (Stainless Steel) - Direct Drilling	65.1										
Seat (Stainless Steel) - Footing (QMS footing Dwg# 20185 -5- S101)	65.1										
Seat (Stainless Steel) - Footing (CoS footing Dwg# 4.2.2)	65.1										
Seat (Powder Coated) - Direct Drilling	65.1										
Seat (Powder Coated) - Footing Footing (QMS footing Dwg# 20185 -5- S101)	65.1										
Seat (Powder Coated) - Footing (CoS footing Dwg# 4.2.2)	65.1										
Bin (120L) - Footing (Direct Drilling)	65.1										
Bin (120L) - Footing (CoS footing Dwg# 4.3.2)	65.1										

Street Furniture Management fee	Clause of the Agreement	Scope of fee	QMS Monthly Fee Per Unit (AUD)
Seat (Stainless Steel)	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
Seat (Powder Coated)	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
Bin	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
Small Shelter – Non Walk Through - Non Ad	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
Small Shelter	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
Standard Shelter	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
Large Shelter - 5 Bay	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
Special Large Shelter - 6 Bay	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
Small Standard Kiosk	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
Large Round Kiosk	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
APT - Single	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
APT - Double	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	
<b>Transition out services - Spare parts</b>	<b>Clause of the Agreement</b>	<b>Scope of fee</b>	<b>Removal</b>
This section will be populated at the date of the next review process undertaken in accordance with clause 22.7(a)(ii) of the Agreement, having regard to the following principles: - price charged to the City to purchase spares will be based on the written down value of those items - QMS will provide the City with the details of suppliers of spare parts - QMS will ensure that there is no contractual or financial impediment to the City purchasing spares from those suppliers	Part (f) of definition of Transition-Out Services	Price for spare parts delivered as part of transition out	
<b>Transition out services</b>	<b>Clause of the Agreement</b>	<b>Scope of fee</b>	<b>Removal</b>
This section will be populated at the date of the next review process undertaken in accordance with clause 22.7(a)(ii) of the Agreement.	36.5 (e)	Price payable for the provision of services during transition out period	
<b>Restoration and make good of Service Areas following removal of JCDecaux assets</b>	<b>Clause of the Agreement</b>	<b>Scope of fee</b>	<b>Removal</b>
N/A	47.3 (e)	N/A	N/A

Relocation of Street Furniture	Clause of the Agreement	Scope of fee	Relocation			Reinstatement (existing and new) Concrete/Asphalt/Brick (15%)	Reinstatement (existing and new) Urnside (15%)
			Removal	Installation	Reinstatement (existing and new) special paver (10%)		
Seat (Stainless Steel) - Direct Drilling	64.1	Price payable for the relocation of each type of Street Furniture.					
Seat (Stainless Steel) - Footing (CMS footing Dwg# 20185-S-5101)	64.1	Price payable for the relocation of each type of Street Furniture.					
Seat (Stainless Steel) - Footing (CoS footing Dwg# 4.2.2)	64.1	Price payable for the relocation of each type of Street Furniture.					
Seat (Powder Coated) - Direct Drilling	64.1	Price payable for the relocation of each type of Street Furniture.					
Seat (Powder Coated) - Footing Footing (CMS footing Dwg# 20185-S-5101)	64.1	Price payable for the relocation of each type of Street Furniture.					
Seat (Powder Coated) - Footing (CoS footing Dwg# 4.2.2)	64.1	Price payable for the relocation of each type of Street Furniture.					
Bin (120L) - Footing (Direct Drilling)	64.1	Price payable for the relocation of each type of Street Furniture.					
Bin (120L) - Footing (CoS footing Dwg# 4.3.2)	64.1	Price payable for the relocation of each type of Street Furniture.					
Small Shelter - Non Walk Through - Non Ad	64.1	Price payable for the relocation of each type of Street Furniture.					
Small Shelter	64.1	Price payable for the relocation of each type of Street Furniture.					
Standard Shelter	64.1	Price payable for the relocation of each type of Street Furniture.					
Large Shelter - 2 Bay	64.1	Price payable for the relocation of each type of Street Furniture.					
Special Large Shelter - 6 Bay	64.1	Price payable for the relocation of each type of Street Furniture.					
Small Standard Kiosk	64.1	Price payable for the relocation of each type of Street Furniture.					
Large Round Kiosk	64.1	Price payable for the relocation of each type of Street Furniture.					
APT - Single	64.1	Price payable for the relocation of each type of Street Furniture.					
APT - Double	64.1	Price payable for the relocation of each type of Street Furniture.					
Advertising Bollard	64.1	Price payable for the relocation of each type of Street Furniture.					
Communications Pylon	64.1	Price payable for the relocation of each type of Street Furniture.					

Removal of Street Furniture	Clause of the Agreement	Scope of fee	Removal fee payable	Reinstatement (existing) special paver (18%)	Reinstatement (new) Concrete/Asphalt/Brick (18%)	Reinstatement (new) Unmade (18%)
Seat (Stainless Steel) - Direct Drilling	64.2	Price payable for the removal of each type of Street Furniture.				
Seat (Stainless Steel) - Footing (QMS footing Dwg# 20185 -5- 9101	64.2	Price payable for the removal of each type of Street Furniture.				
Seat (Stainless Steel) - Footing (CoS footing Dwg# 4.2.2)	64.2	Price payable for the removal of each type of Street Furniture.				
Seat (Powder Coated) - Direct Drilling	64.2	Price payable for the removal of each type of Street Furniture.				
Seat (Powder Coated) - Footing Footing (QMS footing Dwg# 20185 -5- S101	64.2	Price payable for the removal of each type of Street Furniture.				
Seat (Powder Coated) - Footing (CoS footing Dwg# 4.2.2)	64.2	Price payable for the removal of each type of Street Furniture.				
Bin (120L) - Footing (Direct Drilling)	64.2	Price payable for the removal of each type of Street Furniture.				
Bin (120L) - Footing (CoS footing Dwg# 4.3.2)	64.2	Price payable for the removal of each type of Street Furniture.				
Small Shelter - Non Walk Through - Non Ac	64.2	Price payable for the removal of each type of Street Furniture.				
Small Shelter	64.2	Price payable for the removal of each type of Street Furniture.				
Standard Shelter	64.2	Price payable for the removal of each type of Street Furniture.				
Large Shelter - 5 Bay	64.2	Price payable for the removal of each type of Street Furniture.				
Special Large Shelter - 6 Bay	64.2	Price payable for the removal of each type of Street Furniture.				
Small Standard Kiosk	64.2	Price payable for the removal of each type of Street Furniture.				
Large Round Kiosk	64.2	Price payable for the removal of each type of Street Furniture.				
APT - Single	64.2	Price payable for the removal of each type of Street Furniture.				
APT - Double	64.2	Price payable for the removal of each type of Street Furniture.				
Advertising Bolland	64.2	Price payable for the removal of each type of Street Furniture.				
Communications Pylon	64.2	Price payable for the removal of each type of Street Furniture.				

Written down value of Street Furniture - assets installed prior to 21 December 2023	Clause of the Agreement	Purchase price of Street Furniture	
Bus shelters	66.2		
Advertising bollards and Communications pylons	66.2		
Bins and seats	66.2		
Kiosks	66.2		
Written down value of Street Furniture - assets installed after 21 December 2023	Clause of the Agreement	Purchase price of Street Furniture	
All assets	66.2		
Installation of new bin lock design (2023/24)	Clause of the Agreement	Scope of fee	Fee payable
Lock replacement work	N/A	Price payable for work to instal newly designed lock on all bins	



**Annexure B**  
**Variations**

Item No.	Existing clause no.	Action	New text
1	Table of contents	The parties agree that the Table of Contents will be updated in accordance with the amendments made in the rows below.	
2	10	Insert new subclause (d) as follows:	(d) The Service Provider will bear the cost of obtaining and maintaining all Authorisations which this Agreement requires it to obtain and maintain.
3	22.7	Replace subclause 22.7(a) with the following:	<p><b>Adjustments to fees</b></p> <p>(a) The fees and charges specified in the Street Furniture Rates and Fees Schedule are subject to annual adjustment on 1 July of each year commencing from 1 July 2021 as follows:</p> <p>(i) Subject to clause 22.7(a)(ii), on each anniversary of 1 July 2021 the fees and charges will be adjusted by the percentage increase in the CPI over the preceding 12 months; and</p> <p>(ii) on 1 July 2027 and every 3 years thereafter the CPI adjustment will not apply and the fees and charges will be adjusted (whether up or down) according to a review process which must be conducted in accordance with clause 3 of Schedule B11.</p>
4	58.1(b)	Replace subclause (b) with the following:	(b) all necessary Authorisations required to install the applicable Street Furniture. The Service Provider will bear the cost of obtaining and maintaining the necessary Authorisations.
5	58.5	Replace subclause 58.5 with the following:	<p><b>Footings</b></p> <p>(a) Subject to clause 58.5(b), the Service Provider must perform, at its own cost, all preparatory works and provide Footings necessary to securely attach and install the Street</p>

Legal/85054603\_5

- 2 -

			<p>Furniture.</p> <p>(b) The City will pay the Service Provider for constructing Footings for Street Furniture ordered by the City where that Street Furniture is not fitted with Advertising Panels, Advertising Displays or Advertising. The amount payable to the Service Provider must be calculated in accordance with the Street Furniture Rates and Fees Schedule.</p>
6	58.6(a)	Replace subclause 58.6(a) with the following:	<p>(a) Once the Service Provider has installed the Street Furniture and completed any clean-up or restoration of the Service Area required by clause 58.7, the Service Provider must promptly notify the City. A notice given to the City under this clause 58.6 must include photos of the relevant Street Furniture and Service Area before and after the installation of the Street Furniture. The Service Provider may only give notice for a maximum of 20 Street Furniture items and associated Service Areas in each 2 calendar week period.</p>
7	58.6(b)	Replace subclause 58.6(b) with the following:	<p>(b) The City must inspect the relevant Street Furniture and associated Service Area within 10 Business Days after receiving the Service Provider's notification. The City is not obliged to meet this time limit if the number of notifications given by the Service Provider exceeds the limit set out in clause 58.6(a).</p>
8	58.7(a)	Replace the words "Where the Service Provider installs Street Furniture, it must, at its own cost and within the time specified by the City" in subclause 58.7(a) with the following words:	Where the Service Provider installs Street Furniture, it must, within the time specified by the City
9	58.7	Insert new subclauses (b) and (c) as follows:	<p>(b) The City will pay the Service Provider for performing the obligations under clause 58.7(a) where the relevant Street Furniture is not fitted with Advertising Panels, Advertising Displays or Advertising. The amount payable to the Service Provider must be calculated in accordance with the</p>

Legal/85054603\_5

- 3 -

			<p>Street Furniture Rates and Fees Schedule.</p> <p>(c) The Service provider will bear the costs of performing the obligations under clause 58.7(a) where the relevant Street Furniture is fitted with Advertising Panels, Advertising Displays or Advertising.</p>
10	58	Insert a new subclause 58.9 as follows:	<p><b>58.9 Utility costs for installation of new toilets and kiosks</b></p> <p>Clause 61 addresses the allocation of costs for installing and connecting utility services where Street Furniture is installed.</p>
11	58	Insert a new subclause 58.10 as follows:	<p><b>58.10 This clause does not apply to relocations</b></p> <p>This clause 58 only applies to the installation of new items of Street Furniture. To the extent that any Street Furniture needs to be relocated to a new site then clause 64 will apply.</p>
12	61	Replace clause 61 with the following:	<p><b>61. Utility Services</b></p> <p>(a) The Service Provider is responsible for:</p> <ul style="list-style-type: none"> <li>(i) locating and connecting the Street Furniture to any electricity, gas, water, sewerage and telecommunications services which the Street Furniture is required to be connected to including by connecting the Street Furniture all the way to the relevant utility point of attachment;</li> <li>(ii) obtaining all utility approvals for such connections; and</li> <li>(iii) maintaining, repairing and operating the utility service connection between the Street Furniture and the utility point of attachment.</li> </ul> <p>(b) The Service Provider is responsible for paying all costs applicable to the installation, connection, termination and consumption of the utility services for the Street Furniture, except as provided in clause 61(c).</p>

Legal/85054603\_5

- 4 -

			<p>(c) The exceptions to clause 61(b) are as follows:</p> <ul style="list-style-type: none"><li>(i) If the City requests the Service Provider after 21 December 2023 to supply and install any toilet or kiosk under clause 58, the City must pay the Service Provider for installing and connecting the utility services (electricity, water and sewerage) to the applicable toilet or kiosk at the applicable location. The amount payable to the Service Provider must be calculated on a Cost Plus basis (as that term is defined with the Street Furniture Rates and Fees Schedule);</li><li>(ii) If the City requests that the Service Provider to relocate any Street Furniture under clause 64.1, the City must pay the Service Provider for terminating the utility services (electricity, water and sewerage) at the removal location and for installing and connecting the relocated Street Furniture to utility services at the new location. The amount payable to the Service Provider must be calculated on a Cost Plus basis (as that term is defined with the Street Furniture Rates and Fees Schedule);</li><li>(iii) If the City requests the removal of any Street Furniture under clause 64.2, the City must pay the Service Provider for terminating the utility services (electricity, water and sewerage) at the removal location. The amount payable to the Service Provider must be calculated on a Cost Plus basis (as that term is defined with the Street Furniture Rates and Fees Schedule);</li><li>(iv) If any bus shelter is ordered by the City after 21 December 2023 and the bus shelter is not fitted with Advertising Panels, Advertising Displays or Advertising, the City must pay the Service Provider for installing and connecting utility services (electricity) at the installation location. The amount payable to the Service Provider is</li></ul>
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Legal/85054603\_5

- 5 -

			<p>incorporated into the Street Furniture Supply Fee as set out in the Street Furniture Rates and Fees Schedule); and</p> <p>(v) The provisions of clause 51.1(d) will continue to apply to the toilets identified in that clause.</p> <p>To the extent any of the exceptions listed above require the City to pay for any works, the City is not required to pay for such works to the extent those works would have had to be undertaken by the Service Provider anyway had no utility removal, installation or connection been required.</p> <p>The City may request the Service Provider to provide a written costing for utility costs payable by it before requesting the supply and installation, relocation or removal of any Street Furniture referenced above.</p> <p>(d) For the avoidance of doubt the parties agree that:</p> <p>(i) if the Service Provider requests the consent of the City to relocate any Street Furniture under clause 64.1, the Service Provider must bear the cost of terminating the utility services at the removal location and the costs of connecting the relocated Street Furniture to utility Services at the new location; and</p> <p>(ii) if the Service Provider requests the consent of the City to remove any Street Furniture under clause 64.2, the Service Provider must bear the cost of terminating the utility services at the removal location.</p> <p>(e) The City is responsible for maintaining the City's Property in good and safe working order to the extent that such maintenance is required for the proper operation of the Street Furniture and to otherwise allow the Service Provider to comply with its obligations under this Agreement.</p>
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- 6 -

13	64.1(g)	Replace subclause 64.1(g) with the following:	(g) Not used.
14	64.1	Insert new subclauses (l), (m) and (n) as follows:	<p>(l) The City may request the Service Provider to provide a written costing for the relocation of an Item of Street Furniture (including in respect of utility connection costs) before giving a notice requesting such relocation.</p> <p>(m) The City will pay the Service Provider the fee for relocating Street Furniture under this clause 64.1 at the request of the City, in accordance with the Street Furniture Rates and Fees Schedule.</p> <p>(n) Clause 61 addresses the allocation of costs for terminating, installing and connecting utility services where Street Furniture is relocated.</p>
15	64.2(d)	Replace subclause 64.2(d) with the following:	(d) The City will pay the Service Provider the fee for removing Street Furniture at the request of the City under this clause 64, in accordance with the Street Furniture Rates and Fees Schedule.
16	64.2	Insert new subclause (f) as follows:	(f) Clause 61 addresses the allocation of costs for terminating utility services where Street Furniture is removed.
17	64.3	Replace subclause 64.3 with the following:	<p><b>Conversion</b></p> <p>(a) No Street Furniture may be converted or materially modified by or on behalf of the Service Provider unless such conversion or modification is at the City's written request or with the City's written consent. Such consent may be withheld in the absolute discretion of the City.</p> <p>(b) The City may, at any time, request that the Service Provider, subject to the Service Provider obtaining any necessary Authorisations, convert particular Street Furniture from Street Furniture incorporating Advertising Displays or Community Displays to Street Furniture that does not incorporate such Advertising Displays or Community Displays or vice versa.</p>

Legal/85054603\_5

- 7 -

			<p>(c) The City may, at any time, request that the Service Provider, subject to the Service Provider obtaining any necessary Authorisations, convert particular Street Furniture so that particular Advertising Displays on that item of Street Furniture are converted to Community Displays or vice versa.</p> <p>(d) The requests made by the City under clause 64.3(b) and clause 64.3(c) may not (cumulatively with all other such requests during the Term) cause the volume of Street Furniture incorporating Advertising Displays to fall by more than 5% from the volume of Street Furniture incorporating Advertising Displays set out in the Matrix of Street Furniture and Advertising Assets.</p> <p>(e) The Service Provider may make submissions to the City about the suitability of converting or modifying Street Furniture under this clause 64.3 in which case the City will act reasonably to consider the Service Provider's submission. However, the Service Provider accepts that the City is solely responsible for selecting the location for all Street Furniture and whether the Street Furniture will incorporate Advertising Displays and Community Displays and the City is not required to favour the volume or visibility of space for Advertising when selecting the location or deciding whether the Street Furniture will incorporate Advertising Displays and Community Displays.</p> <p>(f) If the City requests particular Street Furniture be converted:</p> <ul style="list-style-type: none"> <li>(i) from Street Furniture not incorporating Advertising Displays and Community Displays to Street Furniture that does incorporate Advertising Displays and Community Displays; or</li> <li>(ii) so that Community Displays on that item of Street Furniture are converted to Advertising Displays,</li> </ul> <p>then the Service Provider will pay the costs of that conversion, provided in each case that the conversion</p>
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- 8 -

			<p>occurs on the same item of Street Furniture.</p> <p>(g) If the City requests particular Street Furniture be converted in a situation other than that described in clause 64.3(f) then the City will pay the costs of that conversion. The amount payable to the Service Provider must be calculated in accordance with the Street Furniture Rates and Fees Schedule.</p>
18	64.4(a)	Replace the words "If the Service Provider relocates, removes, converts or modifies any Street Furniture as permitted under this Agreement, it must, at its own cost and within the time specified by the City" in subclause 64.4(a) with the following words:	If the Service Provider relocates, removes, converts or modifies any Street Furniture as permitted under this Agreement, it must, within the time specified by the City
19	64.4	Insert new subclauses (b) and (c) as follows:	<p>(b) If the City requests the relocation or removal of any Street Furniture, the City must pay the Service Provider for performing the relevant obligations under this clause 64.4. The amount payable to the Service Provider must be calculated in accordance with the Street Furniture Rates and Fees Schedule.</p> <p>(c) If the Service Provider requests the consent of the City to relocate or remove any Street Furniture, the Service Provider must bear the cost of performing the obligations under this clause 64.4.</p>
20	Schedule B11, clause 3	Replace the words "The Parties will determine an Agreed Price for each a Chargeable Item described in the table set out in clause 5 in accordance with the following process and will complete the process by no later than the date on which the Service Provider commences installing the Street Furniture described in the Matrix of Street Furniture and Advertising Assets:" in clause 3 with the following words:	To the extent that this Agreement requires the determination of an Agreed Price for a Chargeable Item, the parties will determine an Agreed Price for that Chargeable Item in accordance with the following process:
21	Schedule B11, clause 3(a)	Replace subclause 3(a) with the following:	(a) The Service Provider will calculate the Actual Cost to

Legal/85054603\_5

- 9 -

			supply the Chargeable Item ( <b>Calculations</b> );
22	Schedule B11, clause 3(c)	Replace the words "The Service Provider will provide the City with a report for the relevant a Chargeable Item ( <b>Report</b> );" with the following words:	(c) The Service Provider will provide the City with a report for the relevant Chargeable Item ( <b>Report</b> ):
23	Schedule B11, clause 3(g)	Replace subclause 3(g) with the following:	(g) If the Parties are unable to agree upon the price for an item or service within 10 Business Days of the City receiving the Service Provider's Report for that item or service, either Party may request the Agreed Price for that item or service be determined by an independent expert. If the Parties are unable to agree on the appointment of the independent expert within 5 Business Days of a party requesting expert determination, either Party may then request the President (or other senior officer) of the Australian Institute of Quantity Surveyors to nominate a suitable independent quantity surveyor (with at least 10 years' experience) to resolve the matter. The nominated quantity surveyor will act as an expert, and not act as an arbitrator. The Parties must share equally the costs of the independent quantity surveyor. The determination of the independent quantity surveyor will be binding on the Parties in the absence of a manifest error of fact.
24	Schedule B11, clause 4	Replace clause 4 with the following:	Once an Agreed Price has been determined for each Chargeable Item, the Parties will record all of the Agreed Prices in a schedule. Once approved in writing by both parties that schedule will become the <b>Street Furniture Rates and Fees Schedule</b> for the purposes of the Agreement.
25	Schedule B13	Redact the following:	The plans relating to each of the site locations listed in Attachment 4 of Annexure A.
26	Schedule B15	Redact the following:	The site locations identified as being B3500AD and B3500BD.

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