

# DEED OF VARIATION

The Council of the City of Sydney  
(ABN 22 636 550 790)

and

Artcraft Pty Ltd  
ABN 77 004 399 642

For the Master Goods & Services Agreement for Public Domain  
Signage

## DEED OF VARIATION

THIS DEED is made on

### PARTIES

- (1) **THE COUNCIL OF THE CITY OF SYDNEY** ABN 22 636 550 790 of Town Hall House, 456 Kent Street Sydney NSW 2000 (**City**);
- (2) **ARTCRAFT PTY LTD** ABN 77 004 399 642 of [REDACTED] (**Service Provider**).

### BACKGROUND

- A. The City and the Service Provider entered into the Agreement.
- B. The City and the Service Provider have agreed to vary the Agreement in the manner set out in this Deed of Variation.

### THE PARTIES AGREE AS FOLLOWS:

#### 1 DEFINITIONS

- 1.1 In this Deed of Variation, unless the context otherwise requires:

**Agreement** means the master goods and services agreement between City and the Service Provider dated 16 April 2022.

**Deed of Variation** means this deed of variation and all annexures, schedules, attachments and exhibits.

#### 2 INTERPRETATION

- 2.1 Headings are for convenience only, and do not affect interpretation.
- 2.2 The following rules apply in interpreting this Deed of Variation, except where the context makes it clear that a rule is not intended to apply:
- (a) A reference to:
    - i. a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
    - ii. a document (including this document) or agreement, or a provision of a document (including this 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; and

- v. anything (including a right, obligation or concept) includes each part of it.
  - (b) A singular word includes the plural, and vice versa.
  - (c) A word which suggests one gender includes the other genders.
  - (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
  - (e) 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.
  - (f) The words subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.
  - (g) A reference to dollars or \$ is to an amount in Australian currency.
  - (h) A reference to this document includes the agreement recorded by this document.
  - (i) Words defined in the GST Act have the same meaning in clauses about GST.
  - (j) A reference to a month is to a calendar month.
  - (k) A reference to a term defined in the Agreement has the same meaning when used in this Deed of Variation.
- 2.3 This Deed of Variation is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

### **3 VARIATION OF AGREEMENT**

The Agreement is varied as follows:

- 3.1 In clause 1.1, in the definition of 'Agreement' at sub-clause (a) replace 'clause 1 to 0 of this document' with 'clause 1 to 32 of this document'
- 3.2 In clause 1.3, at sub-clause (a) and in the second paragraph, replace 'clause 1 to 0 of this Agreement' with 'clause 1 to 32 of this Agreement'
- 3.3 In Schedule 2 (Schedule of Rates), insert at the end of the Schedule, the additional schedule of rates contained in Annexure A to this Deed.

### **4 NO OTHER CHANGE**

The parties confirm that the Agreement will continue in full force and effect as varied by this Deed of Variation. Nothing in this Deed of Variation will be read or construed as implying any form of variation or waiver other than as expressly set out in this Deed of Variation.

## **5 FURTHER ASSURANCE**

Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Deed of Variation.

## **6 LEGAL COSTS**

Each party will bear its own legal costs in relation to the preparation and execution of this Deed of Variation.

## **7 GENERAL**

- 7.1 This Deed of Variation contains the entire agreement between the parties and any previous negotiations, agreements, representations or warranties relating to the subject matter of this Deed of Variation are of no effect.
- 7.2 A right may only be waived in writing, signed by the party giving the waiver, and:
- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
  - (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
  - (c) the exercise of a right does not prevent any further exercise of that right or of any other right.
- 7.3 Nothing in this Deed of Variation in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.
- 7.4 The invalidity, illegality or unenforceability of any provisions of this Deed of Variation will not affect the validity or enforceability of any other provisions.
- 7.5 This Deed of Variation may only be varied in writing by the agreement of the parties.
- 7.6 This Deed of Variation is governed by and construed in accordance with the law of the State of New South Wales.
- 7.7 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under, or relating to, this Deed of Variation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Annexure A

WAYFINDING SCHEDULE OF RATES - ARTCRAFT Pty Ltd			
W = Wayfinding Signage			
NB: Please complete only column C, coloured in green. Do not change any other cells in the schedule. <i>For definitions of sign codes refer to the RFT</i>			
NOTE	Rates associated with items below are to include all site preliminaries, establishment, site costs, travel costs, WHS & traffic control costs and updates to CAMS Via CONFIRM Connect of completed work.		
ITEM NO.	SIGN TYPES/ DESCRIPTION	RATE \$ (per item ex. GST)	RATE \$ (per item incl. GST)
	<b>TRANSPORT SIGN - T1</b>		
W.59	<b>Manufacture and installation - complete pylon sign</b> 2 pac or powder coat base colours with digital print graphics over. Precious Metropolis Bronze to match approved sample. Lockable poster case to match existing. Excluding footing related works, installation in standard working hours and updates to CAMS Via CONFIRM Connect Refer to the supplied drawing set 'Bus Interchange Detail Drawings 11/11/16 - for detailed specifications.		
	<b>TRANSPORT SIGN -T1- PANELS</b>		
W.60	<b>Manufacture and installation - Panel 1</b> 2 pac or powder coat base colours with digital print graphics over. Installation in standard working hours and updates to CAMS Via CONFIRM Connect. Refer to the supplied drawing set 'Bus Interchange Detail Drawings 11/11/16 - for detailed specifications.		
W.61	<b>Manufacture and installation - Panel 2</b> 2 pac or powder coat base colours with digital print graphics over. Installation in standard working hours and updates to CAMS Via CONFIRM Connect. Refer to the supplied drawing set 'Bus Interchange Detail Drawings 11/11/16 - for detailed specifications.		
W.62	<b>Manufacture and installation - Panel 3</b> 2 pac or powder coat base colours with digital print graphics over. Installation in standard working hours and updates to CAMS Via CONFIRM Connect. Refer to the supplied drawing set 'Bus Interchange Detail Drawings 11/11/16 - for detailed specifications.		

W.63	<p><b>Manufacture and installation - Poster Cabinet</b>  Lockable poster case to match existing.  Precious Metropolis Bronze to match approved sample.  Installation in standard working hours and updates to CAMS  Via CONFIRM Connect  Refer to the supplied drawing set 'Bus Interchange Detail  Drawings 11/11/16 - for detailed specifications.</p>
<b>BRaille SIGN W06</b>	
W.80	<p><b>Manufacture and installation (standard working hours),</b>  including all required drawings and site surveys,  <b><u>powdercoated cast aluminium mounting plate and braille  insert with raised tactile text and stainless steel braille  balls</u></b>, provision for installation to various pole types and  updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage  Construction Drawings 25/02/15 - for detailed specifications.  <b>(SMALL)</b></p>
W.81	<p><b>Manufacture and installation (outside standard working  hours),</b> including all required drawings and site surveys,  <b><u>powdercoated cast aluminium mounting plate and braille  insert with raised tactile text and stainless steel braille  balls</u></b>. provision for installation to various pole types and  updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage  Construction Drawings 25/02/15 - for detailed specifications.  <b>(SMALL)</b></p>
W.82	<p><b>Manufacture and installation (standard working hours),</b>  including all required drawings and site surveys,  <b><u>powdercoated cast aluminium mounting plate and braille  insert with raised tactile text and stainless steel braille  balls</u></b>, provision for installation to various pole types and  updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage  Construction Drawings 25/02/15 - for detailed specifications.  <b>(MEDIUM)</b></p>
W.83	<p><b>Manufacture and installation (outside standard working  hours),</b> including all required drawings and site surveys,  <b><u>powdercoated cast aluminium mounting plate and braille  insert with raised tactile text and stainless steel braille  balls</u></b>. provision for installation to various pole types and  updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage  Construction Drawings 25/02/15 - for detailed specifications.  <b>(MEDIUM)</b></p>

W.84	<p><b>Manufacture and installation (standard working hours),</b> including all required drawings and site surveys, <b><u>powdercoated cast aluminium mounting plate and braille insert with raised tactile text and stainless steel braille balls</u></b>, provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications. <b>(LARGE)</b></p>					
W.85	<p><b>Manufacture and installation (outside standard working hours),</b> including all required drawings and site surveys, <b><u>powdercoated cast aluminium mounting plate and braille insert with raised tactile text and stainless steel braille balls</u></b>. provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications. <b>(LARGE)</b></p>					
W.86	<p><b>Manufacture and installation (standard working hours),</b> including all required drawings and site surveys, <b><u>powdercoated cast aluminium mounting plate and braille insert with raised tactile text and stainless steel braille balls</u></b>, provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications. <b>(EXTRA LARGE)</b></p>					
W.87	<p><b>Manufacture and installation (outside standard working hours),</b> including all required drawings and site surveys, <b><u>powdercoated cast aluminium mounting plate and braille insert with raised tactile text and stainless steel braille balls</u></b>. provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications. <b>(EXTRA LARGE)</b></p>					
W.88	<p><b>Manufacture and installation (standard working hours),</b> including all required drawings and site surveys, <b><u>braille insert with raised tactile text and stainless steel braille balls</u></b>, provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications. <b>(SMALL)</b></p>					



W.89	<p><b>Manufacture and installation (outside standard working hours)</b>, including all required drawings and site surveys, <b><u>braille insert with raised tactile text and stainless steel braille balls</u></b>. provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications. <b>(SMALL)</b></p>
W.90	<p><b>Manufacture and installation (standard working hours)</b>, including all required drawings and site surveys, <b><u>braille insert with raised tactile text and stainless steel braille balls</u></b>, provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications. <b>(MEDIUM)</b></p>
W.91	<p><b>Manufacture and installation (outside standard working hours)</b>, including all required drawings and site surveys, <b><u>braille insert with raised tactile text and stainless steel braille balls</u></b>. provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications. <b>(MEDIUM)</b></p>
W.92	<p><b>Manufacture and installation (standard working hours)</b>, including all required drawings and site surveys, <b><u>braille insert with raised tactile text and stainless steel braille balls</u></b>, provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications. <b>(LARGE)</b></p>
W.93	<p><b>Manufacture and installation (outside standard working hours)</b>, including all required drawings and site surveys, <b><u>braille insert with raised tactile text and stainless steel braille balls</u></b>. provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications. <b>(LARGE)</b></p>
W.94	<p><b>Manufacture and installation (standard working hours)</b>, including all required drawings and site surveys and <b><u>braille insert with raised tactile text and stainless steel braille balls</u></b>, provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p>

	<p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications.(EXTRA LARGE)</p>
W.95	<p><b>Manufacture and installation (outside standard working hours)</b>, including all required drawings and site surveys, <b>braille insert with raised tactile text and stainless steel braille balls</b>. provision for installation to various pole types and updates to CAMS Via CONFIRM Connect</p> <p>Refer to the supplied drawing set 'Tactile / Braille Signage Construction Drawings 25/02/15 - for detailed specifications.(EXTRA LARGE)</p>

