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Amendment and Adoption Agreement

between

City of Sydney
ABN 22 636 550 790

and

QMS Media Pty Limited
ACN 603 037 341

This agreement is made on

2025

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 214-220 Park Street, South Melbourne
VIC 3205 (the **Service Provider**)

Recitals

- A The City and the Service Provider are parties to the Street Furniture Agreement.
- B The City and the Service Provider have agreed to vary the Street Furniture Agreement according to the terms of Variation and Settlement Agreement No 1 and Variation and Settlement Agreement No 2.
- C The City and the Service Provider have also agreed to make some clarifying amendments to Schedule B11 of the Street Furniture Agreement on the terms of this agreement, and the parties agree that the schedule in **Attachment 2** of this agreement is the Agreed Prices Schedule for the purposes of Schedule B11 of the Street Furniture Agreement as at the Effective Date.
- D This agreement records the parties' adoption of the Conformed Agreement as the true and correct copy of the Street Furniture Agreement as varied by Variation and Settlement Agreement No 1 and Variation and Settlement Agreement No 2 and incorporating the clarifying amendments agreed by the parties on the terms of this agreement, with effect from the Effective Date.

Now it is covenanted and agreed as follows:

1 Definitions and interpretation

In this agreement:

Conformed Agreement means the conformed version of the Street Furniture Agreement set out in **Attachment 1** of this agreement as varied by Variation and Settlement Agreement No 1 and Variation and Settlement Agreement No 2 and incorporating the clarifying amendments agreed by the parties on the terms of this agreement;

Effective Date means 22 December 2023;

Street Furniture Agreement means the Street Furniture and Outdoor Media Services Agreement dated 30 June 2020 between the City and the Service Provider;

Variation and Settlement Agreement No 1 means Variation and Settlement Agreement No 1 dated 18 October 2022 between the City and the Service Provider; and

Variation and Settlement Agreement No 2 means Variation and Settlement Agreement No 2 dated 22 December 2023 between the City and the Service Provider.

2 Consideration

Each party acknowledges in favour of the others that it enters into this agreement and incurs obligations and gives rights under it for valuable consideration satisfactory to it.

3 Clarifying amendments

On and from the Effective Date, the parties agree to the following clarifying amendments to the Street Furniture Agreement (as varied by Variation and Settlement Agreement No 1 and Variation and Settlement Agreement No 2):

- (a) Definition of "Chargeable Item" in clause 1 of Schedule B11 is deleted in its entirety and replaced with the following:

Chargeable Item means a deliverable or service as described in clause 4 of this Schedule and any other deliverable or service supplied by the Service Provider for which the Agreement requires the City to pay the Service Provider a fee.

- (b) Clause 4 of Schedule B11 is deleted in its entirety and replaced with the following:

4. Agreed Prices

- (a) Attachment 1 to Schedule B11 sets out the Agreed Prices for the Chargeable Items listed in that Attachment (**Agreed Prices Attachment**). The Agreed Prices Attachment is deemed to form part of Schedule B11.
- (b) From time to time the Parties may agree to change any of the Agreed Prices set out in the Agreed Prices Attachment or agree to specify Agreed Prices for additional Chargeable Items in the Agreed Prices Attachment. In that case the Parties may vary the Agreed Prices Attachment by preparing an amended copy which the parties will then formally adopt by executing a variation agreement to replace the existing copy of the Agreed Prices Attachment with the updated and agreed copy of the Agreed Prices Attachment.
- (c) The document set out in Attachment 2 to this Amendment and Adoption Agreement is inserted as Attachment 1 to Schedule B11 of the Street Furniture Agreement.

4 Adoption of the Conformed Agreement

The parties acknowledge that the Conformed Agreement is the true and correct copy of the Street Furniture Agreement as varied by the Variation and Settlement Agreement No 1 and Variation and Settlement Agreement No 2 and incorporating the clarifying amendments agreed by the parties pursuant to clause 3 of this agreement and, with effect on and from the Effective Date:

- (a) the Street Furniture Agreement is amended to, and restated as, the Conformed Agreement; and
- (b) the Conformed Agreement applies in accordance with its terms and each party agrees to be bound by the Conformed Agreement.

5 Electronic execution

A party may sign electronically a soft copy of this agreement (including via an electronic signing platform), and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any printout of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and

- (b) where a party prints out this agreement after all parties that are signing electronically have done so, the first print-out by that party after all signatories who are signing electronically (including via an electronic signing platform) will also be an executed original counterpart of this agreement. Each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Executed as an agreement

Signed on behalf of **The Council of the City of Sydney** by its duly appointed attorney [redacted]
[redacted] 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]
F55783739B86484...

Witness

[redacted]

Print name

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

[redacted]

Director

[redacted]

Name of Director
BLOCK LETTERS

The Council of the City of Sydney by its Attorney

Signed by: [redacted]

7AD22012340F450...

Power of Attorney dated 7 November 2016

Signed by: [redacted]

D1B03EC9D2AE498...
~~*Director/*Company Secretary~~

[redacted]

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

Attachment 1: Conformed Agreement

CONFORMED COPY



Sydney2030 / Green/Global/Connected

Street Furniture and Outdoor Media Services Agreement

The Council of the City of Sydney

and

QMS Media Pty Limited

ACN 603 037 341

The Council of the City of Sydney
Town Hall House
456 Kent Street
SYDNEY NSW 2000

Reference:

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THIS AGREEMENT is made on 2020
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 214-220 Park Street, South Melbourne
VIC 3205 (the **Service Provider**).

RECITALS

- A The City wishes to appoint the Service Provider to:
- (i) design, supply, install and maintain Street Furniture for use in the COSLGA. These services are more particularly described in this Agreement as the Street Furniture Services; and
 - (ii) manage the commercial use of the Street Furniture for Advertising, collect the Advertising Sales generated through such use and pay an agreed share to the City. These services are more particularly described in this Agreement as the Outdoor Media Services.
- B The annual Minimum Guaranteed Fee payable by the Service Provider to the City commencing on the Full Service Commencement Date will be (subject to the variations and adjustments contained within the Advertising Fees Schedule) [REDACTED] per annum.
- C This Agreement sets out the terms and conditions on which the Service Provider will supply:
- (i) the Street Furniture Services; and
 - (ii) the Outdoor Media Services.

THE PARTIES AGREE AS FOLLOWS:

PART A: GENERAL TERMS

1 Interpretation

1.1 Definitions

The following definitions apply in this Agreement.

Acceptance Notice means a notice issued by the City under clause 58.6(c) in respect of particular Street Furniture which confirms that the City is satisfied that:

- (a) the supply and installation of the Street Furniture complies with the requirements of this Agreement; and
- (b) the Service Area has been cleaned up or restored in accordance with the requirements of clause 58.7,

Acquired Assets has the meaning given to that term in clause 48(a).

Advertising means any material (however communicated, rendered or displayed and includes material that is electronically displayed or physically displayed) that has the purpose of directly or indirectly marketing, promoting or publicising any product, service, event, area, location, person, business, company, body, organisation, Government Agency or any other entity.

Advertising Content means the images, text, videos, graphics, logos, artwork and other content which comprises or forms part of any Advertising.

Advertising Display means the screen face, display face or other attachment to an Advertising

Panel which allows Advertising to be displayed and whether digital or non-digital (including digital screens, non-digital scrolling posters and non-digital static posters), excluding the Community Displays. If more than one such screen face, display face or attachment is attached to an Advertising Panel, they will each be counted as a separate Advertising Display.

Advertising Fees Schedule means Schedule C2 of this Agreement.

Advertising Panel means a structure that forms a panel which is designed to be attached to or form part of other Street Furniture that is specifically designated in the Street Furniture Design Specifications for the installation or attachment of an Advertising Display.

Advertising Sales means, for a relevant period, the total gross advertising sales revenue received or receivable by the Service Provider in connection with the display of Advertising on Street Furniture in that period, excluding:

- (a) the amount of any corresponding GST;
- (b) the amount charged by the Service Provider to its clients for producing, installing and delivering the Advertising, subject to such costs being at arm's length market rates; and
- (c) media buying agencies fees, or commission,

but without any deductions for media buying agency volume rebates or incentive bonuses, any capital or maintenance expenditure on the Advertising Panel, Advertising Display or Community Display, or on account of any bad or doubtful debts (except to the extent a relevant amount is owed by a client to whom any of the events in paragraph (a) of the term Insolvency Event has occurred and such relevant amount is not able to be recovered by the Service Provider from the relevant person appointed).

Advertising Sales Records means accounts, invoices, receipts, bank statements and other financial records that record or evidence the invoicing or receipt of Advertising Sales.

Advertising Sales Share means the amount of Advertising Sales payable to the City, calculated in accordance with clause 6 of the Advertising Fees Schedule.

Agreement means this agreement including all schedules and annexures.

Appointment Fee means the sum of [REDACTED] plus GST which the Service Provider must pay to the City pursuant to clause 22.1.

Auditor means an independent third party nominated by the City to carry out an audit.

Australian Accounting Standards means:

- (a) the requirements of the Corporations Act about the preparation and contents of financial reports;
- (b) the accounting standards approved under the Corporations Act; and
- (c) generally accepted accounting principles, policies, practices and procedures in Australia (to the extent not inconsistent with the requirements and accounting standards described in paragraphs (a) and (b) above).

Authorisations means in respect of:

- (a) the Street Furniture Services, all authorisations, approvals, licences and permits for the design, installation, relocation, removal and maintenance of Street Furniture to be supplied, installed and maintained under this Agreement, including all necessary planning approvals, consents or licences required by the City or Government Agencies and approval of utility authorities for the connection of utility services to the Street Furniture except in relation to any Existing Street Furniture Assets; and
- (b) the Outdoor Media Services, all authorisations, approvals, licences and permits for the design, installation, relocation, removal and maintenance of Advertising, Advertising Displays, and Community Displays to be supplied, installed, displayed and maintained

under this Agreement, including all necessary planning approvals, consents or licences required by the City or Government Agencies and any approval of electricity authorities required for the connection of utility services to an Advertising Display or Community Display.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia, except that in clause 22 that term has the meaning given in the Security of Payment Act.

CBD Zone means the area so specified in the CBD Zone and Villages Map.

CBD Zone and Villages Map means the map set out in Schedule B7 of this Agreement.

City Data means data of any kind of the City or of any customer, Personnel or service provider of the City (other than the Service Provider) that:

- (a) is provided or made accessible to the Service Provider under this Agreement;
- (b) is the City's Personal Information; or
- (c) is corporate proprietary or financial information, where such information may be subject to the Corporations Act or would be the subject of Intellectual Property Rights owned by the City,

and also includes data that is in the WHS Management System, Environmental Management System, and any other system operated by the Service Provider.

City Owned Seats and Bins means the benches, seats and rubbish bins located in the COSLGA which are owned by the City as at the Start Date.

City's Material means all Material provided by or on behalf of the City to the Service Provider for the purposes of this Agreement, and all adaptations, modifications, enhancements and derivative works of such Material. The Seats and Bins Designs form part of the City's Material.

City's Objectives means the objectives set out in the City's Objectives Schedules.

City's Objectives Schedules means Schedule A2, Schedule B1 and Schedule C1 of this Agreement.

City's Personal Information means Personal Information relating to the City's Personnel or any other Personal Information held by the City, excluding Personal Information provided to the City by the Service Provider, or its Personnel or otherwise in connection with this Agreement.

City's Policies means the City's policies, standards, practices and procedures relevant to the performance of the Services which are in force from time to time during the Term and notified in writing to the Service Provider.

City's Property means any property owned, used or operated by or on behalf of the City and includes any systems, equipment or premises, whether owned, leased, licensed or rented by or on behalf of the City, but excludes the Street Furniture.

City Reserved Advertising Displays means those Advertising Displays specified in Schedule B14.

Condition Assessment Report means the report which the Service Provider must provide to the City after completing an assessment of the Street Furniture under clause 60.6.

Community Display means the side of the screen or display face named "New Communication Pylon" without the arrow in the location indicated on the plans contained in, Schedule B13.

Condition Date means 15 Business Days after the Start Date.

Conditions means the conditions set out in clause 2.2.

Confidential Information means:

- (a) the terms of this Agreement; and
- (b) information of a Party (**Disclosing Party**) that is:
 - (i) made available by or on behalf of the Disclosing Party to the other Party (**Receiving Party**), or is otherwise obtained by or on behalf of the Receiving Party; and
 - (ii) by its nature confidential or the Receiving Party knows, or ought reasonably to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this Agreement. (For the avoidance of doubt, City Data is Confidential Information of the City, and Service Provider Data is the Confidential Information of the Service Provider.)

Confidential Information does not include information that:

- (a) is in or enters the public domain through no fault of the Receiving Party or any of its Personnel;
- (b) is or was made available to the Receiving Party by a person (other than the Disclosing Party) who is not or was not then under an obligation of confidence to the Disclosing Party in relation to that information; or
- (c) is or was developed by the Receiving Party independently of the Disclosing Party and any of its Personnel.

Consequential Loss means any loss as may reasonably have been in the contemplation of the Parties, at the time they entered into this Agreement, as the probable result of the relevant breach but excluding any loss arising naturally, that is, according to the usual course of things, from the relevant breach.

Contract Manager means the person named as such in the Details Schedule or his/her delegate.

Contract Year has the meaning given to that term in the Advertising Fees Schedule.

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

COSLGA means the City of Sydney local government area, which may be varied from time to time by applicable Law.

CPI means the All Groups Consumer Price Index applicable to Sydney, published by the Australian Bureau of Statistics and if this price index is discontinued or abolished or if the items or weighting of the items whose prices are considered vary so as to change the basis of the price index, then any price index the City selects that, as nearly as practicable, serves the same purpose.

Details Schedule means Schedule A1 of this Agreement.

Digital Advertising Display means an Advertising Display that partially, predominantly or fully features digital content.

Digital Advertising Display Authorisation means an Authorisation permitting the installation and operation of a Digital Advertising Display on particular Street Furniture by the Service Provider in response to a development application submitted by the Service Provider pursuant to clause 10 and clause 52.3.

Dispute means any dispute or difference between the Parties arising out of, relating to or in connection with this Agreement, including any dispute or difference as to the formation, validity, existence or termination of this Agreement.

Documentary Deliverables means any data, software, documentation, records, reports, plans, specifications, designs, manuals, user guides, instruction booklets, policies, photographs,

videos, recordings, artwork, drawings, models, advice, records or other Materials (whether in paper or electronic form) which the Service Provider provides or is required to provide to the City with or as part of the supply of the Services and includes workshop drawings, maintenance guides, maintenance manuals and maintenance instructions for the Street Furniture as developed by the Service Provider.

Environment means all components of the earth, including:

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

Environmental Law means any Law which has as one of its purposes or effects the protection of the Environment.

Environmental Management System means the environmental management system the Service Provider is required to implement under clause 16.2.

Environmental Management System Schedule means Schedule A5 of this Agreement

Exhibit 1 means the spreadsheet contained on the DVD labelled 'Exhibit 1 to the City of Sydney Street Furniture and Outdoor Media Services Agreement between the Council of the City of Sydney and QMS Media Pty Limited'.

Existing Street Furniture Assets means the JCDecaux Assets and the Other City Owned Assets.

Footings means all works required to properly and effectively support an item of Street Furniture including any mountings or bolts installed to keep the Street Furniture in place.

Force Majeure Event means an event:

- (a) that is beyond the reasonable control of the Party claiming that the event has occurred; and
- (b) the adverse effects of which could not have been prevented or mitigated by that Party by reasonable diligence or reasonable precautionary measures taken during the ordinary course of its business operations,

and includes natural disasters such as fire, flood and earthquake, acts of terrorism, riots, explosion or war, any pandemic or other communicable disease for which the World Health Organisation or Department of Foreign Affairs and Trade have issued affected area or travel warnings, and state-wide or national strike or other state-wide wide or national industrial action (except where caused by the Service Provider (or its Personnel)), but excludes any act or omission of a subcontractor, except where that act or omission was caused by one of these events.

Full Service Commencement Date has the meaning given to that term in the Advertising Fees Schedule.

General Obligations Schedule means Schedule A3 of this Agreement.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a Law.

GST has the meaning given to it in the GST Act.

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

Infringement Claim means any actual, threatened or potential claim, demand, proceeding, suit, objection or other challenge:

- (a) affecting ownership of the Intellectual Property Rights in the Service Provider's Material or Street Furniture Designs; or
- (b) asserting that the supply or other use of the Services infringes or may infringe the Intellectual Property Rights of a third party.

Initial Term means the period commencing on the Start Date and ending on the Initial Term Expiry Date, unless extended or terminated earlier in accordance with this Agreement.

Initial Term Expiry Date means the date immediately prior to the 10 year anniversary of the Full Service Commencement Date.

Insolvency Event means:

- (a) having a controller, receiver, manager, administrator, provisional liquidator, liquidator or analogous person appointed;
- (b) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;
- (c) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) an application being made to a court for an order for its winding up;
- (e) an order being made, or the person passing a resolution, for its winding up;
- (f) the person:
 - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its OOH advertising business;
 - (ii) stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (iii) being unable to pay its debts or being otherwise insolvent; or
- (g) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
 - (i) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
 - (ii) any analogous event under the Laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other Party.

Installed Digital Advertising Display means a Digital Advertising Display that:

- (a) is installed on an item of Street Furniture that has been installed; or

- (b) is not yet installed, but in respect of which the Service Provider has received a Digital Advertising Display Authorisation to install on Street Furniture and such Street Furniture has been installed.

Integrated Mobile Telecommunications Network Equipment means any equipment of a WiFi Provider used to operate a mobile telecommunications network which has been approved by the City for installation on any Street Furniture by the WiFi Provider in conjunction with or as part of the installation of any WiFi Infrastructure and Equipment.

Intellectual Property Rights means all present and future rights conferred in Law in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, throughout the world, whether or not registrable, registered or patentable that exist or that may come to exist anywhere in the world, but excluding any Moral Rights.

JCDecaux means JC Decaux Australia Pty Limited ACN 078 716 793.

JCDecaux Assets has the meaning provided by clause 47.1(a).

Key Performance Indicators Schedule means Schedule A8 of this Agreement

Key Personnel means those Personnel of the Service Provider who are identified as a "Key Personnel" for particular roles as set out in the Details Schedule.

KPI's means the Key Performance Indicators as set out in the Key Performance Indicators Schedule.

KRA's means the Key Result Areas as set out in the Key Performance Indicators Schedule.

Law means any applicable law, including any rule of common law, principle of equity, statute, regulation, proclamation, ordinance, by-law, rule, regulatory principle and requirement, mandatory code of conduct, mandatory standard, writ, order, injunction and judgement.

Material includes data, software, documentation, records, reports, plans, specifications, designs, manuals, user guides, instruction booklets, policies, photographs, videos, recordings, artwork, drawings, models, advice, records or other similar materials (whether in paper or electronic form).

Matrix of Street Furniture and Advertising Assets means Schedule B6 of this Agreement.

Milestone means a phase or stage for the performance of the Services as set out in the Street Furniture Initial Deployment Milestones Schedule.

Minimum Guaranteed Fee or **MGF** means the fee calculated in accordance with clause 4.2 of the Advertising Fee Schedule as adjusted in accordance with clauses 4.4 and 5.3 of that Schedule.

Minimum Order Requirement has the meaning provided by clause 52.

Modern Slavery has the meaning given to it in the *Modern Slavery Act 2018* (NSW).

Modern Slavery Laws means the *Modern Slavery Act 2018* (NSW) and any legislation of the Commonwealth or a State relating to Modern Slavery or similar matters (including the *Modern Slavery Act 2018* (Cth)).

Modern Slavery Offence has the meaning given to it in the *Modern Slavery Act 2018* (NSW).

Moral Rights means rights of integrity of authorship or performership, rights of attribution of authorship or performership, rights not to have authorship or performership falsely attributed, and rights of a similar nature conferred by statute anywhere in the world that may now exist or that may come to exist in relation to a work.

New Technology means:

- (a) any new technology services relating to the Street Furniture, including such services which are not relevant to or associated with the normal uses of the Street Furniture; and
- (b) WiFi and any mobile or wireless telecommunications technology, and includes WiFi Provider's Equipment.

Nominated Individuals means Barclay Nettlefold and Kim Woodbury, or any person who replaces them in their roles.

OMA means the Outdoor Media Association of Australia.

OOH means out of home.

Other City Owned Assets has the meaning provided by clause 47.1(b).

Outdoor Media Services means all services to be provided by the Service Provider under this Agreement in connection with the display of Advertising on the Street Furniture, as further described in Part C, including:

- (a) marketing and promoting the use of the Street Furniture for the display of Advertising;
- (b) entering into agreements with advertisers for the display of Advertising on the Street Furniture;
- (c) the installation, display and management of the Advertising displayed on the Street Furniture;
- (d) invoicing and collecting the Advertising Sales; and
- (e) payment of the Advertising Sales Share to the City and reporting to the City on the calculation of the Advertising Sales Share.

Part means a part of this Agreement as further described in clause 4.1.

Party means a party to this Agreement.

Performance Bond has the meaning provided by clause 7.1.

Performance Bond Schedule means Schedule A11 of this Agreement.

Performance Date means a date by which a Milestone must be completed by the Service Provider as set out in the Street Furniture Initial Deployment Milestones Schedule, as amended by clause 21.1 (if applicable).

Personal Information includes:

- (a) personal information within the meaning of the *Privacy and Personal Information Protection Act 1998* (NSW); and
- (b) personal information within the meaning of the *Privacy Act 1988* (Cth).

Personnel means, in respect of a Party, that Party's directors, officers, employees, secondees, agents, contractors, subcontractors and professional advisers

Privacy Laws means:

- (a) the *Privacy Act 1988* (Cth);
- (b) the *Privacy and Personal Information Protection Act 1998* (NSW);
- (c) the *Spam Act 2003* (Cth);
- (d) the *Do Not Call Register Act 2006* (Cth); and
- (e) any other Law relating to the collection, handling, storage, processing, access, use or

disclosure of Personal Information.

Proposed Locations means the locations specified in the Matrix of Street Furniture and Advertising Assets.

QMS Reserved Advertising Displays means those Advertising Displays specified in Schedule B15.

Quarter means a period of 3 months ending on the last day of each of March, June, September and December.

RCTI means a recipient created tax invoice.

Reference Date means the date or dates set out in the Street Furniture Rates and Fees Schedule on which the Service Provider is entitled to make a payment claim for the fees and charges in relation to the Street Furniture Services.

Removal Notice means a notice in the form required by the City's agreement with JCDecaux but subject to the requirements of clause 47.3.

Renewal Term has the meaning provided in clause 3(b).

Reports Schedule means Schedule A9 of this Agreement.

Required Completion and Acceptance Date has the meaning provided by clause 58.3.

Schedule means a schedule to this Agreement.

Seats and Bins Designs means the designs and other related information relating to seats and bins which are owned by or have been licensed to the City.

Security of Payment Act means the *Building and Construction Industry Security of Payment Act 1999* (NSW).

Service Area means an area within the COSLGA which the City designates for the installation of Street Furniture.

Service Levels means the service levels used for measuring the performance of the Service Provider's obligations under this Agreement as specified in the relevant Service Levels Schedules.

Service Levels Schedules means Schedule B12 and Schedule C3 of this Agreement.

Service Provider Data means data of any kind of, or generated or collected by, the Service Provider or its service providers or Personnel about or that relates to the interaction of individuals with Advertising, including information about the time or date that individuals view Advertising, the length of such interaction, or the locations at which the most interactions occur.

Service Provider's Activities means all work and activities which the Service Provider is or may be required to undertake to perform the Services.

Service Provider's Material means any Material owned by or licensed to the Service Provider, including the Documentary Deliverables, which are associated or connected with the performance of the Services or the provision of the Documentary Deliverables to the City, but does not include the City's Material, the City Data or the Street Furniture Designs.

Service Provider's Representative means the person named as such in the Details Schedule or his/her delegate.

Services means one or more of the Street Furniture Services and the Outdoor Media Services, as the context requires.

Smart City Module means a part of a Street Furniture item that is specifically designated in the Street Furniture Design Specifications for the inclusion of smart city features such as charging stations for mobile devices, wayfinding, transport information and weather forecast information.

Start Date means the start date specified in the Details Schedule.

Step In Rights has the meaning provided by clause 34.

Street Furniture means street furniture items, including items such as shelters (including bus shelters), toilets, kiosks, benches, seats and rubbish bins, communications pylons (to which Advertising Panels or Smart City Modules and other items may be attached), Advertising Panels, Advertising Displays, Community Displays and Smart City Modules, which is:

- (a) an item which the City has requested the Service Provider to supply and install under this Agreement;
- (b) an item which is one of the City Owned Seats and Bins; or
- (c) an item which was formerly an asset installed or acquired by the City but which the City has required the Service Provider to assume responsibility for pursuant to clause 47.6 or clause 48 of this Agreement.

Street Furniture Concept Designs means the concept designs for the Street Furniture attached as an Appendix to Schedule B3 of this Agreement and all adaptations, modifications, enhancements and derivative works of those concept designs, developed by the Service Provider in connection with this Agreement.

Street Furniture Designs means the detailed designs for the Street Furniture to be developed by the Service Provider pursuant to clause 49 and approved by the City under this Agreement, but does not include the Seats and Bins Designs.

Street Furniture Design Specifications means the design specifications for the Street Furniture as set out in Schedule B3.

Street Furniture Initial Deployment Milestones Schedule means Schedule B8 of this Agreement.

Street Furniture Management Fee means the fee payable by the City to the Service Provider as set out in the Street Furniture Rates and Fees Schedule.

Street Furniture Operation Specifications Schedule means Schedule B10 of this Agreement.

Street Furniture Operation Specifications means the functional and technical specifications for the Street Furniture as set out in the Street Furniture Operation Specifications Schedule.

Street Furniture Placement Guidelines means the location and placement guidelines for the Street Furniture as set out in an Appendix to the Street Furniture Design Specifications.

Street Furniture Rates and Fees Schedule means Schedule B11 of this Agreement.

Street Furniture Schematic Layout means the schematic layout for the Street Furniture as set out in Schedule B5.

Street Furniture Services means all services to be provided by the Service Provider under this Agreement in connection with the Street Furniture and the Existing Street Furniture Assets, as further described in Part B, including:

- (a) undertaking any survey and preparing any report in accordance with clause 46;
- (b) the removal or rectification of certain Other City Owned Assets (as defined in clause 47.1(b));
- (c) any development of the Street Furniture Designs;
- (d) the supply and installation of Street Furniture;
- (e) making the Street Furniture available for use; and
- (f) the cleaning, repair and maintenance of the Street Furniture.

Street Furniture Supply Fee means the fee payable by the City to the Service Provider as set out in the Street Furniture Rates and Fees Schedule.

Street Furniture Supply Order means an order in the form set out in the Street Furniture Supply Order Schedule issued by the City for the supply of Street Furniture.

Street Furniture Supply Order Schedule means Schedule B9 of this Agreement.

Supporting Statement means a supporting statement that complies with the requirements of the Security of Payment Act and the *Building and Construction Industry Security of Payment Regulations 2008* (NSW) regarding supporting statements.

Tax means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by Law or by a Government Agency, together with any related interest, penalty, fine or other charge.

Technology Provider has the meaning in clause 59.1(a)(ii).

Term means the Initial Term and the Renewal Term (if applicable).

Transition-In Period has the meaning given to that term in the Advertising Fees Schedule.

Transition-Out Period means the period commencing on, in the case of:

- (a) the expiry of this Agreement, the date of expiry of the Term; or
- (b) the termination of this Agreement, the effective date of termination,

and ending on the date that is 6 months later, or such longer period as the City may require.

Transition-Out Plan has the meaning given in clause 36.2.

Transition-Out Services means the transition-out services to be provided by the Service Provider at the request of the City following the expiry or termination of all or part of this Agreement to allow the City to efficiently take over the provision of all or part of the Services or engage third party nominees to do so, and which will include:

- (a) except in circumstances where the Agreement has been terminated pursuant to clause 38.4, continuing to provide the Services (in whole or part as required by the City) from the date of expiry or termination of this Agreement until the first to occur of the date of expiry of the Transition-Out Period and the date requested by the City;
- (b) fully assessing the condition of each item of Street Furniture and providing a final Condition Assessment Report in respect of the assessment conducted by it on each item of Street Furniture;
- (c) providing the City or its nominees with all information reasonably required by the City about:
 - (i) the third party suppliers which the Service Provider has used to manufacture and supply the Street Furniture or to perform the Street Furniture Services;
 - (ii) the third party suppliers which the Service Provider has used to provide the Outdoor Media Services or perform the Outdoor Media Services;
- (d) novating or assigning (or securing the novation or assignment of) any third party agreements relevant to the supply of the Street Furniture or the performance of the Street Furniture Services (including utility service accounts) to the City or the City's nominees to the extent that they are assignable and subject to the counterparty agreeing to the assignment;
- (e) novating or assigning (or securing the novation or assignment of) any third party agreements relevant to the provision of the Outdoor Media Services or the performance of the Outdoor Media Services (including utility service accounts) to the City or the City's nominees to the extent that they are assignable and subject to the counterparty agreeing

to the assignment;

- (f) at a cost to the City to be determined in accordance with the Street Furniture Rates and Fees Schedule, delivering to the City or the City's nominees all spare parts for the Street Furniture in the custody, possession or control of the Service Provider, provided that the quantity to be delivered will be limited to the quantity that the City is reasonably likely to need to continue operating the Street Furniture for a further 2 year period; and
- (g) transferring all information, data and records (including service and maintenance records and data in the WHS Management System, Environmental Management System, and any other systems operated by the Service Provider) relevant to the Street Furniture Services or the Outdoor Media Services, to the City or the City's nominees.

Variation Request has the meaning given to it in clause 27.1.

Variation Request Form means the form of the Variation Request as set out in the Variation Request Form Schedule.

Variation Request Form Schedule means Schedule A10 of this Agreement.

Variation Request Quote has the meaning given to it in clause 27.2(a).

Villages means the areas so specified in the CBD Zone and Villages Map.

WHS Law means any Law relating to occupational health and safety, including the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW).

WHS Management System means the occupational health and safety management system the Service Provider is required to implement under clause 15.3.

WHS Management System Schedule means Schedule A4 of this Agreement.

WHS Returnable Documents means risk assessments and safe work method statements in relation to the Services and any other WHS documentation as reasonably required by the City from time to time.

WiFi is a wireless networking technology that uses radio waves (rather than physical connections) to provide internet and network connections and services to enabled smart phones, tablets, computers and other wireless enabled devices.

WiFi Infrastructure and Equipment means all of the relevant infrastructure and equipment used by the WiFi Provider to provide a free WiFi service to end users in the COSLGA.

WiFi Network means the WiFi network established by the WiFi Provider to provide a free WiFi service to end users in the COSLGA and includes the WiFi Infrastructure and Equipment.

WiFi Provider means a third party provider engaged by the City to install and operate the WiFi Network in the COSLGA.

WiFi Provider's Equipment means the WiFi Provider's WiFi Infrastructure and Equipment and Integrated Mobile Telecommunications Network Equipment.

1.2 Rules for interpreting this Agreement

Headings are for convenience only, and do not affect the interpretation of this Agreement. The following rules also apply in interpreting this Agreement, 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 Agreement) or agreement, or a provision of a document (including this Agreement) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a Party to this Agreement 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) a clause, paragraph, Schedule or Annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure; and
- (vi) 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, the example does not limit the scope of that thing.
- (f) The words "includes" and "including" and any variation of those words must be read as if followed by the words "without limitation".
- (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (h) A reference to this Agreement includes the agreement recorded by this Agreement.
- (i) Words defined in the GST Act have the same meaning in clauses about GST.
- (j) 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 to protect itself.

2 Conditions Precedent

2.1 Agreement is conditional

It is a condition of this Agreement and this Agreement will not be binding upon the Parties (other than clauses 2.1, 28, 37, 40 and 43) unless the Conditions have been satisfied or waived by the City by the Condition Date.

2.2 Conditions

The Conditions referred to in clause 2.1 are:

- (a) the delivery of the Performance Bond to the City; and
- (b) the delivery of certificates of currency evidencing compliance with clause 33.1 as at the date of that certificate of currency (which must be no more than 12 months prior to the Start Date).

2.3 Best endeavours to satisfy Conditions

Each Party must act reasonably and in good faith and use its best endeavours to ensure that the Conditions are satisfied as expeditiously as possible after execution of this Agreement and in any event no later than the Condition Date.

2.4 Waiver

The Conditions are only waived if the City notifies the Service Provider in writing that the City waives the Conditions.

2.5 Termination

The City may terminate this Agreement by giving not less than 5 Business Days' notice to the Service Provider if the Conditions are not satisfied or waived in accordance with clause 2.4, by the Condition Date.

2.6 Rights on termination

If this Agreement is terminated under clause 2.5 then, in addition to any other rights, powers or remedies provided by law or in equity:

- (a) each Party is released from its obligations and liabilities under or in connection with this Agreement and this Agreement has no further force or effect; and
- (b) each Party retains the rights, remedies and powers it has in connection with any past breach of this Agreement that has arisen before termination.

3 Term

- (a) This Agreement commences on the Start Date and continues in force for the Initial Term.
- (b) This Agreement may be extended for a further term of 5 years commencing on the day after the Initial Term Expiry Date (**Renewal Term**) on the same terms:
 - (i) by the City if the City gives the Service Provider notice in writing at least 6 months prior to the Initial Term Expiry Date that it wishes to extend the Agreement for the Renewal Term; and
 - (ii) by the Service Provider if:
 - (A) the Service Provider gives the City notice in writing not more than 18 months but not less than 12 months prior to the Initial Term Expiry Date that it wishes to extend the Agreement for the Renewal Term;
 - (B) the Service Provider has achieved the KPIs for the 12 months before it exercises the option to extend; and
 - (C) the Service Provider is not in material default under this Agreement at the time it submits its notice under clause 3(b)(ii)(A).

4 The Parts of this Agreement and Precedence

4.1 Scope

This Agreement contains three Parts:

- (a) **Part A** sets out the general terms applicable to the supply of all the Services;
- (b) **Part B** sets out the terms that are specific to the supply of the Street Furniture Services; and
- (c) **Part C** sets out the terms that are specific to the supply of the Outdoor Media Services.

4.2 Precedence

Unless the contrary intention is expressed, if there is an inconsistency between any of one or more of the Parts or Schedules of this Agreement and the inconsistency:

- (a) relates to the calculation of the Minimum Guaranteed Fee or the Advertising Sales Share, the inconsistency will be resolved in favour of the provisions of Advertising Fees Schedule; and
- (b) does not relate to the calculation of the Minimum Guaranteed Fee or the Advertising Sales Share, the inconsistency will be resolved in favour of the earliest listed Part or Schedule of this Agreement as set out below
 - (i) Part A of this Agreement;
 - (ii) Part B of this Agreement;
 - (iii) Part C of this Agreement;
 - (iv) Details Schedule;
 - (v) General Obligations Schedule;
 - (vi) Advertising Fees Schedule;
 - (vii) Schedule B3 (Street Furniture Design Specifications);
 - (viii) Street Furniture Operation Specifications Schedule; and
 - (ix) the other Schedules, in the order in which they appear.

5 City's Objectives

5.1 The City's Objectives

The City's Objectives Schedules sets out the City's Objectives in connection with the acquisition of the Services.

5.2 Achievement of the City's Objectives

- (a) The Service Provider confirms it is aware of the City's Objectives and will use reasonable endeavours to provide the Services in a way which maximises the achievement of the City's Objectives.
- (b) To the extent that any terms of this Agreement require the Parties to discuss, negotiate or agree on a particular matter, each Party must act in a manner that reasonably secures the achievement of the City's Objectives.
- (c) The Parties agree that if the terms of this Agreement do not address a particular circumstance or are unclear or ambiguous, those terms will be interpreted to give the fullest possible effect to the City's Objectives.

6 Engagement of the Service Provider to provide the Services

The City engages the Service Provider to provide the:

- (a) Street Furniture Services; and
- (b) Outdoor Media Services;

for the Term and in accordance with the terms of this Agreement. The Service Provider accepts the engagement and agrees to perform each of the Services for the Term in accordance with the terms of this Agreement.

7 Performance Bond

7.1 Performance Bond requirements

- (a) The Service Provider will provide to the City an unconditional financial undertaking for the amount specified in Item 6 of the Details Schedule given by an Australian licensed bank which is substantially in the form and meeting the requirements set out in the Performance Bond Schedule, or such other form as is approved by the City (**Performance Bond**), for the duration of the Term and for a minimum period of 12 months after the expiry or earlier termination of this Agreement.
- (b) The Service Provider must provide the City with the Performance Bond by the Condition Date.
- (c) Failure to provide or maintain the Performance Bond will entitle the City to terminate this Agreement immediately by giving notice in writing to the Service Provider. For the avoidance of doubt, if the City makes a demand and draws down any amount under the Performance Bond, the Service Provider must, within 5 Business Days, provide the City a replacement Performance Bond (fulfilling the requirements in the Performance Bond Schedule) for the amount specified in Item 6 of the Details Schedule given by an Australian licensed bank.

7.2 Right to draw on Performance Bond

- (a) The City will be entitled to make a demand under the Performance Bond and draw down an amount in any circumstances where the Service Provider has failed to make any payment of any monies due to the City under or in respect of this Agreement by the Service Provider (including the payment of any Service Level payment, liquidated damages or the Advertising Sales Share) but only where such amount is:
 - (i) specified as a liquidated amount in this Agreement or the amount has been calculated in accordance with the terms of this Agreement;
 - (ii) the Parties have agreed in writing that the relevant amount is payable by the Service Provider; or
 - (iii) where the amount payable has been determined according to the dispute resolution process set out clause 40 or comprises a judgment debt.
- (b) If the City calls on the Performance Bond under clause 7.2(a), the City must provide the Service Provider with prompt written notice including the reasons for calling on the Performance Bond.
- (c) The City must repay any amount unjustifiably claimed against the Performance Bond.

7.3 Release of Performance Bond

The City will release the Performance Bond upon the expiry of 12 months from the date on which this Agreement expires or is otherwise terminated, provided that:

- (a) there is no unresolved Dispute between the Parties in respect of any financial claim by the City against the Service Provider that has been notified by the City under clause 40 and which:
 - (i) remains the subject of dispute resolution pursuant to clause 40; or
 - (ii) in respect of which the dispute resolution process under clause 40 has been exhausted and the City has filed litigation proceedings against the Service Provider; and

- (b) the City is satisfied that the Service Provider has performed all obligations in respect of such expiry or termination and has otherwise fully cooperated with the transition of this Agreement to the City or the City's nominee as required by this Agreement.

8 Relationship between the Parties

8.1 Independent contractor

The Service Provider is an independent contractor of the City. The Service Provider must not represent itself, and must ensure that its Personnel do not represent themselves, as being partners, employees or agents of the City.

8.2 Subcontractors

- (a) The Service Provider must not appoint any subcontractors to assist with the performance of the Services unless the Service Provider has obtained the prior written consent of the City. The City's consent may be granted subject to reasonable conditions and will not be unreasonably withheld or delayed.
- (b) If the Service Provider appoints a subcontractor under this Agreement, the Service Provider remains responsible for all acts and omissions of the subcontractor as if they were acts or omissions of the Service Provider.
- (c) The Service Provider must promptly provide to the City a copy of any subcontracts requested by the City that are entered into or proposed to be entered into involving any of the Services and, where requested by the City, all plans, specifications and drawings related to such subcontract.
- (d) The Service Provider must ensure that for any services a subcontractor performs in relation to this Agreement, each subcontractor will provide a written statement under section 175B of the *Workers Compensation Act 1987* before performing any services, and written statements under Schedule 2 Part 5 of the *Payroll Tax Act 2007*, and section 127 of the *Industrial Relations Act 1996* at regular intervals while performing the services.
- (e) The Service Provider must ensure that each subcontractor effects insurance that is adequate for the services they perform in relation to this Agreement.

8.3 No authority to make certain representations

The Service Provider must not and must ensure its Personnel do not make any representation, statement or warranty that it has authority to bind the City, whether by entering into contracts or otherwise, except with the prior written consent of the City.

9 Implementation Program

- (a) Within the relevant time frames indicated below, the Service Provider will prepare and provide the City with the various items of an implementation plan described below (together, the **Implementation Plan**) which set out the following:
 - (i) within 30 days of the Start Date:
 - (A) to the extent not already provided by the Service Provider to the City prior to the date of this Agreement, a detailed program for the supply and installation of the Street Furniture. This must be provided in the form of a Gantt chart;
 - (B) a plan for the Initial Asset Survey which sets out the timing of the survey, methodology and data to be collected. This plan must make adequate allowance for the City's Personnel to be present at the assessment of each item; and

- (C) a people management plan which describes the roles and responsibilities, experience and qualifications required for each role and the appointed Personnel; and
- (ii) within 150 days of the Start Date:
 - (A) a data management plan which describes what data will be collected throughout the Term, how it will be stored, protected, managed, and transferred to the City. The plan will also detail how data provided by the City will be managed;
 - (B) a records management plan which describes what records will be created and collected throughout the Term, how they will be stored, protected, managed, and transferred to the City. The plan will also detail how records provided by the City will be managed;
 - (C) a transition in financial plan which provides monthly projections of the Advertising Sales to be generated, operational costs and all capital costs;
 - (D) a business continuity plan;
 - (E) a plant plan which describes the proposed major plant and vehicles proposed for the Services;
 - (F) a customer service plan which details how complaints will be handled and timing for handling complaints including where complaints are to be directed and how they will be dealt with and response times; and
 - (G) a plan for the establishment of the WHS Management System, Environmental Management System, and emergency plan in accordance with clauses 15.3, 16.2, and 19.2.
- (b) The City will have up to 10 Business Days (**Review Period**) following receipt of each item of the Implementation Plan mentioned in clause 9(a) above to comment on that draft item of the Implementation Plan. The Service Provider must make any changes reasonably requested by the City during the Review Period and then deliver the final version of that item of the Implementation Plan to the City within 10 Business Days of the expiry of the Review Period for that item of the Implementation Plan.

10 Authorisations

- (a) The Service Provider must:
 - (i) ensure that it obtains all Authorisations which are necessary for it to lawfully provide each of the Services including such Authorisations as required to install the Street Furniture or Advertising;
 - (ii) ensure that each such Authorisation is held throughout the Term; and
 - (iii) promptly provide the City on request with a copy of any Authorisation requested and give proof of its currency.
- (b) The Service Provider must provide the City with a monthly report which identifies for each development application lodged:
 - (i) development application number;
 - (ii) the date lodged;
 - (iii) site address;
 - (iv) description of street furniture item;

- (v) whether a development consent has been granted and if granted the date it was granted; and
 - (vi) any other information reasonably required by the City to enable it to monitor the progress made by the Service Provider in obtaining development consents.
- (c) The Service Provider acknowledges that the Service Provider will need to submit development applications for some or all of the Street Furniture, Advertising Displays and Community Displays which it is required or wishes to install pursuant to this Agreement and accepts that:
- (i) any such development applications will be independently assessed by the City's planning department according to its usual legal and operational processes and in the normal course; and
 - (ii) despite the City being a party to this Agreement, the City will not and that there is nothing in this Agreement that requires the City to, expedite, approve or otherwise deal with any development application submitted by the Service Provider in any way that is inconsistent with clause 10(c)(i) and further that the Service Provider accepts that the City has not made any representations to the contrary to the Service Provider.
- (d) The Service Provider will bear the cost of obtaining and maintaining all Authorisations which this Agreement requires it to obtain and maintain.

11 General obligations applicable to all Services

The Service Provider must and must ensure its Personnel comply with the general requirements set out in the General Obligations Schedule when providing the Services.

12 Use of City's Property

12.1 Right to use

- (a) Subject to clause 12.1(b), the Service Provider must only use City's Property to perform the Services where it has obtained the prior written authorisation of the City to do so.
- (b) Except otherwise provided for by this Agreement, where the Service Provider requires access to any building, duct, pole or other structure owned or controlled by the City for the purposes of performing the Services, including installing and operating any equipment, the City and the Service Provider will need to negotiate and agree upon a suitable access licence in respect of such use before the Service Provider is given access.

12.2 Obligations when using

- (a) Where the Service Provider has been authorised to use City's Property, it must:
 - (i) comply with all terms specified in the relevant authorisation;
 - (ii) not use the City's Property for any purpose other than the performance of the Services;
 - (iii) use the City's Property with due care;
 - (iv) use the City's Property in the proper manner;
 - (v) use the City's Property only for the purposes for which it is designed;
 - (vi) safeguard and protect the City's Property from theft, loss and damage; and

- (vii) comply with any systems, health, safety, technical, security and other requirements, regulations, policies, directions and safety standards notified to it by or on behalf of the City from time to time or as might reasonably be inferred from the use to which the City's Property are put.
- (b) The Service Provider must not use its access or connection to the City's Property to:
 - (i) interfere with or disrupt the City's Property or any equipment or service of any person (including the City customers and service providers); or
 - (ii) circulate any unsolicited or unauthorised marketing, publicity or advertising material.
 - (iii) transmit computer worms or viruses;
 - (iv) send harassing, obscene, indecent or threatening electronic mail or messages; or
 - (v) forge electronic mail, messages, or their source.

12.3 Suspension

The City may, without notice, suspend or terminate the Service Provider's access to or use of any part of the City's Property if:

- (a) the Service Provider fails to comply with its obligations under this clause 12; or
- (b) the City reasonably believes that the Service Provider's access or use of any part of the City's Property is impairing, interfering with or damaging any part of the City's Property or their operation or any other equipment or service of any person (including any customers or service providers of the City).

12.4 Return of City's Property

The Service Provider must promptly return the City's Property to the City on the first to occur of the Service Provider ceasing to require the use of the City's Property, the date specified in any authorisation given by the City, a request made by the City and the date of termination or expiry of this Agreement.

12.5 Use at own risk

The Service Provider acknowledges and agrees that access to and use of the City's Property is at its own risk, except for any negligent act or omission by the City.

12.6 Use of images and the City's name

The Service Provider must not:

- (a) take or permit to be taken any photograph, drawing or sketch of the Services being performed on the Service Areas except for the purpose of performing its obligations under this Agreement; or
- (b) in any advertising or promotional material, use or permit to be used the City's name, without the prior written consent of the City, except in the ordinary course of identifying the Outdoor Media Services to its customers.

12.7 Keys Supplied by the City

- (a) The Service Provider:
 - (i) must comply with any reasonable directions of the City concerning the use of keys (including electronic cards or other devices necessary for obtaining access) supplied by the City to the Service Provider;

- (ii) is responsible for all keys issued to the Service Provider in connection with this Agreement;
 - (iii) must not lend the keys (except to subcontractors who require the keys for the performance of the Services on behalf of the Service Provider) or remove the keys from the Service Areas;
 - (iv) must not use the keys other than for access for the performance of the Services;
 - (v) must meet the costs of the City supplying additional or replacement keys and any repining, re-programming or re-keying of locks or security devices that the City requires due to keys being lost, stolen, damaged or unaccounted for by the Service Provider; and
 - (vi) shall return all keys to the City during the Transition-Out Period.
- (b) The obligations of the Service Provider in relation to the keys supplied for Street Furniture are set out in clause 50.8.

13 Roads Act Consent

- (a) For the purposes of Division 3 of Part 9 of the *Roads Act 1993* (NSW), the City is a "roads authority" for public roads located in the COSLGA.
- (b) To the extent that the Service Provider requires the City's consent under sections 138 and 139 of the *Roads Act 1993* (NSW) for the performance of the Services, the City hereby consents to the performance of the Services by the Service Provider in accordance with the terms of this Agreement.
- (c) The consent given by the City to the Service Provider is conditional upon and subject to the terms and conditions of this Agreement.
- (d) If the City ceases to be the "roads authority" in respect to any public roads located in the COSLGA, the Service Provider must seek consent under sections 138 and 139 of the *Roads Act 1993* (NSW) from the relevant "roads authority" for the performance of the Services;
- (e) The Service Provider acknowledges that any consent given under this clause 13 will automatically terminate upon the termination or expiry of this Agreement and any Transition-Out Period or if the City ceases to be the "roads authority" in respect of any public roads located in the COSLGA.

14 Personnel

14.1 General obligations applicable to Service Provider Personnel

- (a) The Service Provider must ensure that the Service Provider's Personnel:
 - (i) are of good character, and are suitably skilled, experienced, trained and qualified to perform the Service Provider's obligations under this Agreement;
 - (ii) hold the relevant accreditations, licences or permits required to perform the work they are allocated to perform;
 - (iii) are aware of, and comply with, the Service Provider's obligations under this Agreement;
 - (iv) are eligible to work in Australia;

- (v) comply with all Laws applicable to, and have received (and continued to hold) all Authorisations which are relevant to, the performance of the Services;
 - (vi) comply with any reasonable specific requirements notified in writing by the City from time to time, including any requirement to display identification (such as name tags or badges) and accreditation issued by the City;
 - (vii) perform the Services in a professional, polite and helpful manner;
 - (viii) are appropriately attired to perform their allocated roles (including in relation to the provision of protective equipment, clothing and footwear); and
 - (ix) do not do anything which would harm the image or reputation of the City.
- (b) The Service Provider must ensure that it has an adequate number of Service Provider Personnel engaged to perform the Services.
 - (c) The City may, at any time during the Term (acting reasonably), give notice requiring the Service Provider to remove Personnel from work relating to the performance of the Services, in which case the Service Provider must promptly arrange for the removal of such Personnel and ensure that any replacement Personnel are acceptable to the City.
 - (d) Where Personnel are employees of the Service Provider, the Service Provider is solely responsible for maintaining the employer/employee relationship with those employees including:
 - (i) paying the employees all wages, superannuation, annual leave, sick leave, long service leave, public holidays, redundancy payments or any other similar benefits or allowances under any Law, industrial award, agreement or contract of employment that are the employer's responsibility; and
 - (ii) ensuring the Service Provider's employees comply with all requirements notified by the City.
 - (e) The Service Provider must ensure that its Personnel are available, upon request and at no cost to the City, to attend as witnesses for the City in all cases where prosecutions are laid or where legal proceedings are instituted against the City or by the City against another person, in respect of prosecutions or proceedings relating to the Services.

14.2 Key Personnel

The Service Provider must:

- (a) not remove any of the Key Personnel from their designated roles as specified in the Details Schedule without the City's prior written approval which consent will not be unreasonably withheld, provided that no consent will be required where a Key Personnel is removed from a role due to resignation, illness, death, termination for cause or due to extended leave of absence;
- (b) promptly remove an individual as a Key Personnel if reasonably requested by the City by a notice given pursuant to clause 14.1(c);
- (c) obtain the City's written approval, not to be unreasonably withheld, to the appointment of any person to assume the role previously held by one of the Key Personnel; and
- (d) ensure that each of the Key Personnel is actively involved in the provision of the Services and dedicates the amount or proportion of their time and effort to the provision of the Services as is reasonably required to ensure the Services are properly supplied on a timely basis in accordance with the requirements of this Agreement.

15 WHS obligations

15.1 WHS Returnable Documents

The Service Provider must accurately complete and then provide to the City the WHS Returnable Documents within 20 Business Days after the Start Date.

15.2 Compliance with WHS Laws

The Service Provider must:

- (a) at all times comply with (and ensure that the Service Provider's Personnel complies with) all WHS Laws; and
- (b) not (and ensure that the Service Provider's Personnel does not) at any time cause the City to be in contravention of any WHS Law.

15.3 WHS Management System

- (a) The Service Provider must establish, implement and operate a WHS management system (**WHS Management System**) in accordance with the WHS Management System Schedule that, as a minimum:
 - (i) complies with all WHS Laws; and
 - (ii) complies with and certified to ISO 45001 (as revised from time to time).
- (b) The WHS Management System must be:
 - (i) submitted to the City for approval within 40 Business Days after the Start Date unless the Parties agree otherwise;
 - (ii) submitted to the City for approval for any proposed changes;
 - (iii) updated at each anniversary of the Start Date, or as otherwise agreed; and
 - (iv) submitted, as updated, to the City for approval at each anniversary of the Start Date, or as otherwise agreed.
- (c) The Service Provider must make any alteration to the WHS Management System that is reasonably directed by the City.

15.4 Service Provider's Activities

Without limiting the Service Provider's obligations under this Agreement or at Law, the Service Provider acknowledges and agrees that it is solely responsible for:

- (a) controlling and supervising all aspects of the Service Provider's Activities, and ensuring that such work is only undertaken without risk to the safety, health and welfare of any persons;
- (b) ensuring that each person employed or engaged to perform the Service Provider's Activities, including the Service Provider's Personnel and persons engaged by any of the Service Provider's subcontractors, is aware of and fully complies with the Service Provider's WHS Management System; and
- (c) ensuring that before any form of work commences a comprehensive hazard risk assessment has been carried out in relation to that work and that that assessment has been taken into account by the relevant Service Provider's Personnel and has then been communicated to those persons performing the work.

15.5 Notification of incidents

- (a) The Service Provider must notify the City immediately if the Service Provider:

- (i) becomes aware of any incident which is required to be notified to a regulatory authority in accordance with any WHS Law, and provide a copy of such notification to the regulatory authority;
 - (ii) becomes aware of any event which occurs, in any way, as a result of the performance of the Service Provider's Activities which results or may result in, injury to any person or damage to or failure of any plant or equipment;
 - (iii) becomes aware that any of the Service Provider's Personnel is not complying with any WHS Law;
 - (iv) reasonably suspects the Service Provider has breached any WHS Law;
 - (v) is issued with any notice (including improvement and prohibition notices), order, demand, fines, charges or other written communication received from a Government Agency which relates to a breach by the Service Provider (or the Service Provider's Personnel) of any WHS Law, and provide a copy of such communication; or
 - (vi) the Service Provider and/or its subcontractors are charged, prosecuted or convicted of an offence or breach in respect of any WHS Law.
- (b) The Service Provider must provide the City with any assistance, as requested, in relation to notifications given under clause 15.5, including any rectification plan or schedule.

15.6 **Non-compliance**

- (a) If, during the performance of the Service Provider's Activities, a representative of the City informs the Service Provider that in his or her reasonable opinion, or on advice from an advisor appointed by the City, the Service Provider or the Service Provider's Personnel are:
- (i) not conducting the Service Provider's Activities in compliance with the WHS Management System, WHS Laws or any safety requirement of this Agreement; or
 - (ii) conducting the Service Provider's Activities in such a way as to endanger the City's Personnel, the Service Provider's Personnel or any other person,
- the Service Provider must promptly remedy that situation.
- (b) Without limiting the City's rights under this clause 15.6, the City may direct the Service Provider to suspend the Service Provider's Activities until such time as the Service Provider satisfies the City that the Service Provider's Activities will be resumed in accordance with the WHS Management System, WHS Laws or any safety requirement of this Agreement.
- (c) During the periods of suspension referred to in clause 15.6(b):
- (i) the City will not be required to make any payment whatsoever to the Service Provider; and
 - (ii) the Service Provider has no entitlement to:
 - (A) an extension of time; or
 - (B) recover any loss, cost, damage or expense of any kind arising under this Agreement or out of or in connection with the Service Provider's Activities or the performance of the Service Provider's Activities (including a quantum merit).
- (d) If the Service Provider fails to comply with an obligation under this clause 15.6, the City may perform, or have performed, the obligation on the Service Provider's behalf and

recover as a debt due from the Service Provider all costs, loss, expense, damage or liability suffered or incurred by the City.

15.7 Performance Reporting

The Service Provider must:

- (a) when requested by the City, provide evidence of the Service Provider's ongoing implementation of the WHS Management System;
- (b) provide information to the City in accordance with the WHS Management System Schedule on a monthly basis;
- (c) provide reports on WHS inspections, audits or assessments undertaken during the Term on an annual basis; and
- (d) arrange for an annual audit of the WHS Management System by an independent auditor accredited to ISO 45001 (as revised from time to time), and provide a copy of the audit report to the City.

15.8 Principal contractor

Where the Law requires, the City appoints the Service Provider as the principal contractor under the *Work Health & Safety Act 2011* (NSW). The Service Provider must bear all costs associated with being the principal contractor.

16 Environmental obligations

16.1 Compliance with Environmental Laws

Without limiting any other provision of this Agreement, on and from the Start Date, the Service Provider must:

- (a) comply with (and ensure that the Service Provider's Personnel complies with) all Environmental Laws;
- (b) not (and ensure that the Service Provider's Personnel does not) at any time engage in any act or omission which would cause the City to be in contravention of any Environmental Law;
- (c) act:
 - (i) in such a manner as to avoid nuisance, interference or damage to the Environment; and
 - (ii) in accordance with any environmental management plan provided by the City to the Service Provider provided that the Service Provider shall be given a reasonable period of time to comply with any amended environmental management plan;
- (d) dispose of all solid, liquid and gaseous contaminants in accordance with Laws and/or the City's requirements and/or the requirements of any relevant Government Agency;
- (e) remove all refuse resulting from the performance of the Services; and
- (f) not use or permit the use of any toxic chemicals or materials without the City's prior consent and the prior consent of any relevant Government Agency or landowner.

16.2 Environmental Management System

- (a) The Service Provider must establish, implement and operate an Environmental management system (**Environmental Management System**) in accordance with the Environmental Management System Schedule that, as a minimum:

- (i) complies with all Environmental Laws; add
 - (ii) complies with and certified to ISO 14001 (as revised from time to time).
- (b) The Environmental Management System must be:
 - (i) submitted to the City for approval within 40 Business Days after the Start Date unless the Parties agree otherwise;
 - (ii) submitted to the City for approval for any proposed changes;
 - (iii) updated at each anniversary of the Start Date, or as otherwise agreed; and
 - (iv) submitted, as updated, to the City for approval at each anniversary of the Start Date, or as otherwise agreed.
- (c) The Service Provider must make any alteration to the Environmental Management System that is reasonably directed by the City.

16.3 Service Provider's Activities

Without limiting the Service Provider's obligations under this Agreement or at Law, the Service Provider acknowledges and agrees that it is solely responsible for:

- (a) controlling and supervising all aspects of the Service Provider's Activities, and ensuring that such work is only undertaken without risk to the environment;
- (b) ensuring that each person employed or engaged to perform the Service Provider's Activities, including the Service Provider's Personnel and persons engaged by any of the Service Provider's subcontractors, is aware of and fully complies with the Service Provider's Environmental Management System; and
- (c) ensuring that before any form of work commences a comprehensive environment risk assessment has been carried out in relation to that work and that that assessment has been taken into account by the relevant Service Provider's Personnel and has then been communicated to those persons performing the work.

16.4 Notification

- (a) The Service Provider must notify the City immediately if the Service Provider:
 - (i) becomes aware of any incident which is required to be notified to a regulatory authority in accordance with any Environmental Law, and provide a copy of such notification to the regulatory authority;
 - (ii) becomes aware of any event which occurs, in any way, as a result of the performance of the Service Provider's Activities which results or may result in, injury to any person or damage to the environment;
 - (iii) becomes aware that any of the Service Provider's Personnel is not complying with any Environmental Law;
 - (iv) reasonably suspects the Service Provider has breached any Environmental Law;
 - (v) is issued with any notice, "show cause" demand, order, demand, fines or charges or other written communication received from a Government Agency which relates to a breach by the Service Provider (or the Service Provider's Personnel) of any Environmental Law, and provide a copy of such notification; or
 - (vi) the Service Provider and/or its subcontractors are charged, prosecuted or convicted of an offence or breach in respect of any Environmental Law.

- (b) The Service Provider must provide the City with any assistance, as requested, in relation to notifications given under clause 16.4, including any rectification plan or schedule.

16.5 **Non-compliance**

- (a) If, during the performance of the Service Provider's Activities, a representative of the City informs the Service Provider that in his or her reasonable opinion, or on advice from an advisor appointed by the City, the Service Provider or the Service Provider's Personnel are:
 - (i) not conducting the Service Provider's Activities in compliance with the Environmental Management System, Environmental Laws or any environmental requirement of this Agreement; or
 - (ii) conducting the Service Provider's Activities in such a way as to endanger the environment,

the Service Provider must promptly remedy that situation.
- (b) Without limiting the City's rights under this clause 16.5, the City may direct the Service Provider to suspend part or all of the Service Provider's Activities affected by the non-compliance until such time as the Service Provider satisfies the City that the Service Provider's Activities may be resumed in accordance with the Environmental Management System, Environmental Laws and any environmental requirement of this Agreement.
- (c) During the periods of suspension referred to in clause 16.5(b):
 - (i) the City will not be required to make any payment whatsoever to the Service Provider; and
 - (ii) the Service Provider has no entitlement to:
 - (A) an extension of time; or
 - (B) recover any loss, cost, damage or expense of any kind arising under this Agreement or out of or in connection with the Service Provider's Activities or the performance of the Service Provider's Activities (including a quantum merit).
- (d) If the Service Provider fails to comply with an obligation under this clause 16.5, the City may perform, or have performed, the obligation on the Service Provider's behalf and recover as a debt due from the Service Provider all costs, loss, expense, damage or liability suffered or incurred by the City.

16.6 **Performance Reporting**

The Service Provider must:

- (a) when requested by the City, provide evidence of the Service Provider's ongoing implementation of the Environmental Management System;
- (b) provide information to the City in accordance with the Environmental Management System Schedule on a monthly basis;
- (c) provide reports on Environmental inspections, audits or assessments undertaken during the Term on an annual basis; and
- (d) arrange for an annual audit of the Environmental Management System by an independent auditor accredited to ISO 14001 (as revised from time to time), and for a report of this audit to be prepared for the City.

17 Quality Management System

The Service Provider must establish, implement and operate a quality management system in accordance with the requirements set out in Schedule A6.

18 Asset Management System

The Service Provider must keep a register of all Street Furniture and Advertising in an asset management system established, implemented and operated by the Service Provider in accordance with the requirements set out in Schedule A7.

19 Emergency

19.1 Emergency Contact details

- (a) The Service Provider and the City must each provide the other with two contact numbers where they may be contacted in emergencies when their respective offices are unattended (**Emergency Contacts**).
- (b) Each party must be available via its Emergency Contacts 24 hours a day, every day of the year.

19.2 Emergency Plan

- (a) The Service Provider must, within 40 Business Days of the Start Date (unless otherwise agreed by the Parties), provide to the City an emergency plan for approval.
- (b) The emergency plan must include as a minimum:
 - (i) the different types of emergency events that would be identified as an emergency;
 - (ii) the name(s) of the persons who may declare an event to be an emergency;
 - (iii) the procedures for contacting the nominated Emergency Contacts;
 - (iv) the processes to be followed to establish and implement alternative arrangements until the emergency is resolved; and
 - (v) the procedure for communicating the effect of the event to the public if the City considers it necessary to inform the public of the event.
- (c) The emergency plan must be:
 - (i) submitted to the City for approval for any proposed changes;
 - (ii) updated at each anniversary of the Start Date, or as otherwise agreed; and
 - (iii) submitted, as updated, to the City for approval at each anniversary of the Start Date, or as otherwise agreed.
- (d) The Service Provider must make any alteration to the emergency plan that is reasonably directed by the City.

19.3 Emergencies

- (a) Where the City becomes aware of an emergency or damage that affects or is affected by the Services, it will inform the Service Provider by phone or by any facility otherwise agreed between the parties.
- (b) In the case of an emergency the Service Provider must:

- (i) have the ability to isolate and discontinue the supply of power to the Advertising Displays and Community Displays and cease the display of Advertising (excluding static posters) where requested by the City, either remotely or by a switched control at the Street Furniture; and
- (ii) comply with clauses 70.6(c) with respect to Advertising for emergency purposes where directed by the City.

20 Conflict of interest

- (a) The Service Provider must not engage in any activity that may result in a conflict of interest arising or continuing.
- (b) If, during the Term, a conflict or risk of conflict of interest arises, the Service Provider must notify the City immediately in writing of that conflict or risk and take such steps as the City may reasonably require to resolve or otherwise deal with the conflict or risk.

21 Milestones, Service Levels and KPI's

21.1 Milestones

- (a) The Service Provider must complete each Milestone by the Performance Date.
- (b) If the Service Provider reasonably believes that any Milestone will not be performed by the Performance Date, the Service Provider must give the City prompt notice of that belief. The notice must specify the reason for the delay and the expected date of performance of the Milestone (acting reasonably).
- (c) The Service Provider must use all reasonable endeavours to mitigate the effects of the delay to the Milestone.
- (d) If the Service Provider gives a notice under clause 21.1(b) and the delay is caused by:
 - (i) a Force Majeure Event for which the Service Provider has given notice under clause 38;
 - (ii) a failure by the City to perform any obligations or take any actions reasonably necessary in connection with any Milestones (including, without limitation, the City's obligations in clause 47.3(a)) within a reasonable time period);
 - (iii) a failure by JCDecaux to remove the JCDecaux Assets and make good the relevant site within the time period requested by the City; or
 - (iv) the City's failure to comply with this Agreement,

without limiting the City's rights, the City must extend the Performance Date of the Milestone (and any subsequent Milestones), by the period the City considers appropriate, acting reasonably, after considering the effect of the event causing the delay (however, where relevant, such extension to the Performance Date must not be less than the period of delay caused by any failure of the City to perform an obligation or take an action), by notifying the Service Provider of a later Performance Date.
- (e) If the Service Provider gives a notice under clause 21.1(b) and the delay is caused by third parties (other than any subcontractor) and are beyond the Service Provider's control (having used all reasonable endeavours to overcome any delays), the City may consider requests to extend the Performance Date of a Milestone (and any subsequent Milestones) but is under no obligation to grant any extension.
- (f) Subject to clause 21.1(d) and clause 21.1(e), if the Service Provider fails to complete a Milestone by the required Performance Date:

- (i) the Parties accept that:
 - (A) the City will suffer loss and damage; and
 - (B) the loss and damage will be impossible, complex or expensive to quantify accurately in financial terms and may not be able to be precisely calculated or proved;
- (ii) the Service Provider must pay to the City liquidated damages calculated in accordance with the requirements of the Street Furniture Initial Deployment Milestones Schedule.
- (g) The Parties agree that any liquidated damages calculated in accordance with the requirements of the Street Furniture Initial Deployment Milestones Schedule:
 - (i) constitute a reasonable and a genuine pre-estimate of the loss and damage that the City is likely to suffer; and
 - (ii) will not constitute a penalty.

21.2 Service Levels

The Service Provider must provide the Services in accordance with each of the Service Levels.

21.3 Key Performance Indicators

- (a) The Key Performance Indicators Schedule sets out the KPI's that apply to the Services.
- (b) The Service Provider must comply with the requirements of the Key Performance Indicators Schedule.
- (c) The Service Provider must report on its performance against the KPI's on a monthly basis within 5 Business Days of the expiry of each month.
- (d) Without limiting any other rights or remedies of the City under this Agreement or otherwise, if the Service Provider fails to meet any KPIs as stated in the Key Performance Indicators Schedule:
 - (i) the City may refuse to pay for any particular Service that has not been correctly performed until it is remedied or re-performed;
 - (ii) the Service Provider must report on its performance against the Service Levels applicable to the failed KPI on a monthly basis for 12 months; and
 - (iii) the Service Provider must promptly:
 - (A) investigate the underlying cause of the failure;
 - (B) prepare and supply to the City a comprehensive report on the problem and a remedial plan;
 - (C) take whatever action is reasonably necessary to minimise the impact of the problem;
 - (D) if the remedial plan is acceptable to the City, implement the remedial plan to correct the problem within 5 Business Days of the City notifying it is acceptable; and
 - (E) keep the City advised at all times as to progress being made in rectifying the problem.

21.4 Measurement

- (a) The Service Provider must provide the City with all information so that the performance against the Service Levels and KPI's can be measured and assessed at the frequency

and in the manner reasonably requested by the City from time to time. Without limiting any right or remedy of the City under this Agreement or otherwise, the Service Provider must:

- (i) use measurement and monitoring tools and procedures reasonably required by the City to measure performance accurately;
 - (ii) establish an automated process for measuring the performance against the Service Levels and KPI's where ever possible; and
 - (iii) provide the City with information and access to measurement and monitoring tools and procedures used in assessing the Service Provider's performance pursuant to this clause 21.
- (b) The City may appoint an independent third party to review measurement and monitoring tools and/or procedures implemented by the Service Provider in accordance with this clause 21.
 - (c) The City may also elect to establish and operate its own performance measurement and monitoring systems to measure and monitor the performance of the Service Provider against the Service Levels and KPI's.

22 Appointment Fee, Payment and invoicing

22.1 Payment of the Appointment Fee

- (a) Subject to clause 22.1(b), the Service Provider must pay the Appointment Fee to the City as follows:
 - (i) the first ■■■% of the Appointment Fee must be paid on 31 May 2021; and
 - (ii) the second ■■■% of the Appointment Fee (less set offs agreed in writing) must be paid on 1 October 2022.
- (b) Deleted
- (c) Deleted
- (d) Deleted

22.2 Fees and payment claims

- (a) Where this Agreement requires the City to pay any fees and charges to the Service Provider, the Service Provider shall be entitled to submit a payment claim on the first Business Day of the month or on the relevant Reference Date (if specified) for any fees and charges the Service Provider is entitled to claim for the Services provided by the Service Provider in the previous month in accordance with the Street Furniture Rates and Fees Schedule or Advertising Fees Schedule (as applicable).
- (b) The payment claim must be in writing and identify the Services to which the payment claim relates and must be accompanied by a duly executed Supporting Statement.
- (c) The fees and charges are inclusive of all costs, expenses, disbursements, levies and Taxes incurred by the Service Provider as a result of or in connection with the performance of the relevant Services.

22.3 Set off

The City at its discretion may set off or apply any amounts payable by it to the Service Provider under this Agreement towards satisfaction of any amount payable to the City by the Service Provider under this Agreement.

22.4 Payment Schedule

- (a) The City must within 10 Business Days after receiving the payment claim under clause 22.2, issue to the Service Provider a payment schedule setting out its assessment of the fees and charges due to the Service Provider pursuant to the payment claim having regard to the amount of fees and charges the Service Provider is entitled in accordance with the Street Furniture Rates and Fees Schedule or Advertising Fees Schedule and any other claims or rights of set off which the City may have against the Service Provider.
- (b) Where the amount to be paid to the Service Provider is less than the amount claimed by the Services Provider in its payment claim, the City must set out reasons why the amount is less than the amount claimed.

22.5 Invoices

- (a) The Service Provider must give the City a tax invoice in the amount of the payment schedule issued by the City under clause 22.4(a) within 2 Business Days of receipt of that payment schedule.
- (b) Any correctly rendered tax invoice submitted to the City under this Agreement must specify:
 - (i) the City's order number;
 - (ii) the month to which the invoice applies;
 - (iii) the fees and charges payable in accordance with the payment schedule, including details of any set off applied under clause 22.3;
 - (iv) the details of the relevant Services performed and the applicable item number for each Service in accordance with the payment schedule; and
 - (v) any other information that the City may require.

22.6 Payment

- (a) Where the payment schedule identifies an amount to be paid by the City to the Service Provider, the City must within 15 Business Days after receipt of the payment claim pay to the Service Provider the amount of the payment schedule after setting off any such amount it is entitled to set off.
- (b) Payment will be made:
 - (i) by electronic funds transfer (**EFT**) provided the correct and up to date banking details of the Service Provider have been notified to the City; or
 - (ii) otherwise, by cheque.

22.7 Adjustments to fees

- (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:
 - (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
 - (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.

- (b) The Advertising Fees Schedule specifies various amounts that are subject to CPI adjustment and they must be adjusted in accordance with the requirements of that schedule.

22.8 Effect of payment

The Service Provider acknowledges that any payment made to it by the City does not imply or constitute an admission on the part of the City that the relevant Services have been properly performed or a waiver or release of the Service Provider's obligations under this Agreement.

23 GST

23.1 Responsibility for Taxes

- (a) The Service Provider must indemnify the City in relation to any claims, liabilities and costs (including penalties and interest) arising as a result of any Tax or other like liability for which the Service Provider is responsible under this Agreement.

23.2 GST

- (a) If one Party (**Supplying Party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the Party that is liable to provide the consideration (**Receiving Party**) must also pay an amount (**GST Amount**) equal to the GST payable in respect of that supply.
- (b) Subject to first receiving a tax invoice or adjustment note as appropriate, the Receiving Party must pay the GST Amount when it is liable to provide the consideration.
- (c) If one Party must indemnify or reimburse another Party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 23.2(a) if the payment is consideration for a taxable supply.
- (d) If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 23.2(a) will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.
- (e) In this Agreement:
 - (i) consideration includes non-monetary consideration, in respect of which the Parties must agree on a market value, acting reasonably; and
 - (ii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

23.3 Withholding tax

The City may deduct from amounts payable to the Service Provider under this Agreement any amounts required by Law to be deducted from such payments. The City will:

- (a) before deducting any such amounts inform the Service Provider of its intention to do so; and
- (b) provide to the Service Provider on request, receipts issued from the Australian Taxation Office (or other relevant Government Agency) evidencing payment of any amounts deducted under this clause 23.3.

24 Reports

24.1 Reports

In addition to any other report the Service Provider is required to deliver to the City under this Agreement, the Service Provider must deliver to the City during the Term the reports and data for each Service and at the frequency set out in the Reports Schedule, in the format as agreed between the Parties and as otherwise reasonably requested by the City from time to time.

24.2 Content of reports

The Service Provider must ensure that:

- (a) all reports provided under this Agreement contain all required information and are accurate and not misleading in any respect; and
- (b) all recommendations are clearly explained and substantiated.

24.3 Content of reports not Confidential Information

The Service Provider acknowledges that the content of any reports (other than sensitive financial data) under this Agreement is not Confidential Information, and that the City may release any raw data from the reports (including subsets and aggregates but excluding any sensitive financial data) as part of any open data regime or project.

25 Record keeping and audit requirements

25.1 Records and accounts

The Service Provider must keep and maintain all necessary records, in accordance with the Australian Accounting Standards (where applicable), and as required by law, as are necessary to provide a complete and accurate record and explanation of:

- (a) all work undertaken in connection with the Services, including activities and steps taken by the Service Provider;
- (b) the fees and charges invoiced to the City; and
- (c) the Advertising Sales, including the Advertising Sales Records.

25.2 Retention of Records

The Service Provider must retain all records required under clause 25.1 for a period of seven years after the expiry or termination of this Agreement and any Transition-Out Period.

25.3 Service Provider's annual report and Audit

- (a) Within 20 Business Days of the Full Service Commencement Date and within 20 Business Days of each anniversary of the Full Service Commencement Date the Service Provider must provide the City with a statement of account signed by the Chief Financial Officer of the Service Provider (**Statement of Account**) that:
 - (i) verifies the accuracy of the fees and charges invoiced by the Service Provider under this Agreement;
 - (ii) verifies the accuracy of the Advertising Sales, the calculation of the Advertising Sales Share, the Minimum Guaranteed Fee and any adjustments to the Minimum Guaranteed Fee; and
 - (iii) addresses any other matter reasonably required by the City.
- (b) The first Statement of Account will address the period between the Start Date and the Full Service Commencement Date and each subsequent Statement of Account must

address the Contract Year preceding the applicable anniversary of the Full Service Commencement Date.

- (c) Within 20 Business Days after the date that the Service Provider delivers each Statement of Account to the City the Service Provider must provide the City with a with a certificate signed by an auditor (being an independent auditor who is a partner of a major accounting firm operating in Sydney) which verifies the accuracy of that Statement of Account.

25.4 **City's Audit**

- (a) Notwithstanding clause 25.3, the City may in its sole discretion but no more than once in any 12 month period, conduct itself, or appoint an Auditor to conduct an audit of the Service Provider in order to:
 - (i) assess the Service Provider's compliance with this Agreement;
 - (ii) verify the accuracy of the fees and charges invoiced by the Service Provider and the amounts payable by the Service Provider to the City;
 - (iii) verify the accuracy of the Advertising Sales and the calculation of the Advertising Sales Share and the MGF; and/or
 - (iv) satisfy any legal or regulatory requirements imposed on the City.
- (b) The City must give the Service Provider at least 5 Business Days' prior written notice before commencement of the audit. Subject to clause 37.7, the Service Provider must permit the City and/or the Auditor access to:
 - (i) the Service Provider's premises;
 - (ii) the Service Provider's systems, including information technology systems and physical storage systems;
 - (iii) the Service Provider's accounts, all records and materials required under clause 25.1 and any other records relating to the provision of the Services;
 - (iv) the Service Provider's Personnel;
 - (v) the work being carried out by the Service Provider under this Agreement;
 - (vi) the Service Provider's data and records relating to this Agreement and any of the City's Material and the City Data in the Service Provider's power, possession or control; and
 - (vii) any other material or thing to which the City reasonably requires access.

25.5 **Costs**

The City is not liable for the cost (if any) incurred by the Service Provider associated with audits and other checks, including providing the certificate under clause 25.3.

25.6 **Outcomes of Audits**

- (a) Without limiting any other rights or remedies of the City under this Agreement or otherwise, if an audit shows that the Service Provider has breached or is in breach of this Agreement, the Service Provider must promptly do all things necessary to remedy that breach and prevent it from recurring at no cost to the City.
- (b) If an audit shows that the Service Provider has overcharged or underpaid the City in any invoice, the Service Provider must promptly refund any amounts that the Service Provider has overcharged or underpaid the City, and adjust all of the current invoices that have not been paid by the City to ensure that the City is only liable to pay the correct amount.

- (c) If an audit shows that the Service Provider has undercharged or overpaid the City in any invoice, the Service Provider may set off the amount by which it has undercharged or overpaid the City against future payments due unless there are no such future payments expected in which case the City must promptly refund any amounts that the Service Provider has undercharged or overpaid the City.

25.7 Audited Financial Accounts

If required by the City, the audited financial accounts of the Service Provider must be provided to the City promptly following the end of each financial year during the Term.

25.8 Statutory rights not limited

- (a) Nothing in this Agreement reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner or the Ombudsman or a delegate of the Ombudsman. The rights of the City under this Agreement are in addition to any other power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner or the Ombudsman or a delegate of the Ombudsman.
- (b) A reference to the 'Auditor-General' is a reference to the Auditor-General or equivalent office holder with jurisdiction over the City.
- (c) A reference to the 'Privacy Commissioner' is a reference to the Privacy Commissioner or equivalent office holder (if any) with jurisdiction over the City.
- (d) A reference to the 'Ombudsman' is a reference to any Ombudsman or equivalent office holder with jurisdiction over the City.

25.9 State records

- (a) The Service Provider must give to the City any information reasonably requested by the City to enable the City to comply with applicable Laws, including the *State Records Act 1998* (NSW), and the City will be entitled to retain a copy of such information, and to use or disclose such information, solely to the extent required by the applicable Law.
- (b) The Service Provider must not transfer any records which are or are deemed to be a state record under the *State Records Act 1998* (NSW) to a person (including itself) outside of New South Wales, where the City is under a legal obligation to retain such record in New South Wales, without the City's prior written consent.

26 Administration of this Agreement

26.1 Direction of Contract Manager

The Service Provider must comply with all reasonable directions given by the Contract Manager. If a direction by the Contract Manager is given orally, and is to be relied upon by the Service Provider in seeking additional payment, the Service Provider must confirm the oral direction in writing with the Contract Manager within two Business Days of the direction being given.

26.2 Service Provider's Representative

- (a) The Service Provider agrees that the Service Provider's Representative has authority to receive and sign notices and written communications for the Service Provider under this Agreement and accept any request or direction in relation to the Street Furniture Services.
- (b) The Service Provider may replace its Service Provider's Representative from time to time by nominating a senior officer to take the place of the Service Provider's Representative in writing to the City. The City may reject such person if it sees fit.

- (c) The City may, on reasonable grounds, give notice to the Service Provider requiring it to replace the Service Provider's Representative. The Service Provider must promptly nominate a senior officer acceptable to the City to take the place of the Service Provider's Representative. The City may reject such person if it sees fit.
- (d) The Service Provider's Representative must, from time to time, give sufficient information to the Contract Manager to enable the Contract Manager and the City to properly assess the performance of the Service Provider under this Agreement.

26.3 **Performance Management Committee meetings**

The Contract Manager and the Service Provider's Representative will meet at least every month (unless otherwise agreed), to discuss the reports provided under this Agreement, the performance of the Services, and other matters related to this Agreement.

26.4 **Innovation workshop**

The Service Provider will run an innovation workshop at least once per year (unless otherwise agreed, as an opportunity for key stakeholders from the City and the Service Provider to consider how the Street Furniture Services (including the Street Furniture) and Outdoor Media Services can be further developed. Where there is an agreed and warranted business case, the Service Provider and the City will cooperate to further develop the innovation.

26.5 **Additional meetings**

In addition to the meetings under clause 26.3, the Service Provider and the City must also meet whenever reasonably requested by the City to review the progress of the performance of the Services.

26.6 **Place and time of meetings**

The Contract Manager and the Service Provider's Representative must be available to attend the meetings required by this Agreement or as reasonably required by the Contract Manager at the City's offices (unless the Parties agree otherwise) at a time agreed between the Parties.

26.7 **Service Provider's office**

The Service Provider must provide and maintain an office with an operative telephone and email system. The office must be staffed for the receipt of messages, directions and instructions between the hours of 8:00am to 6:00pm on every Business Day.

26.8 **Key Contact Details**

- (a) The Service Provider and the City shall provide each other with contact details of key contacts, including telephone, mobile and email contacts (**Key Contact Details**), within 24 hours of the Start Date.
- (b) The Service Provider and the City must inform the other of any changes to the Key Contact Details within 24 hours of the change being made.

27 **Variation process**

27.1 **Variation Request**

A Party may at any time by notice in writing to the other Party suggest or request a variation to this Agreement (including any Schedule), where the proposed changes will have the effect of varying the scope of the Services provided under this Agreement, the method of providing the Services, or any other matter under this Agreement, by submitting such request for variation in the form of the Variation Request Form (**Variation Request**).

27.2 **Variation Request Quote**

- (a) Within 5 Business Days (or any longer period as the City reasonably agrees) of

receiving a Variation Request from, or giving a Variation Request to the City, the Service Provider must prepare and submit to the City a proposal (**Variation Request Quote**) containing at least:

- (i) the time within which the Variation Request can be implemented;
 - (ii) an analysis of the impact or likely impact of the Variation Request and its implementation on (as applicable):
 - (A) the installation or maintenance services provided under this Agreement and how those services will be provided;
 - (B) any contractual specifications;
 - (C) the performance or other technical aspect of this Agreement; and
 - (D) any other dependent activities;
 - (iii) the skill type and the days effort the Service Provider proposes to use to implement the Variation Request; and
 - (iv) the cost of implementing the Variation Request including any changes required to the fees and charges payable under this Agreement.
- (b) If the implementation of the proposed Variation Request:
- (i) can be reasonably accommodated within the specified existing level of resources used to provide the Services under this Agreement, not including overtime work, then being used by Service Provider in performing its obligations under this Agreement and without degradation of Service Provider's compliance with all applicable performance requirements, then the cost of implementing the Variation Request will be covered by the charges already payable under this Agreement;
 - (ii) will reduce Service Provider's cost to fully perform its obligations under this Agreement, then the Service Provider must review the charges payable so as to reflect any projected cost savings; or
 - (iii) cannot reasonably be accommodated within the specified existing level of resources, then the Service Provider may include the additional cost of implementation as part of its Variation Request Quote.

27.3 Disputes

If a Dispute arises about any Variation Request or any Variation Request Quote and that Dispute cannot be resolved under clause 40, the City may refer the Dispute for resolution by an independent expert who must be instructed to determine an equitable adjustment to the price to reflect the proposed change in the scope of work. In making a determination under this clause 27.3, the independent expert will act as an expert, and not act as an arbitrator. The Parties must share equally the costs of the independent expert. The determination of the independent expert will be binding on the Parties in the absence of a manifest error of fact.

27.4 Rejection

A Variation Request Quote is not accepted unless the City accepts it in writing. Subject to clause 40, in the absence of any acceptance of a Variation Request Quote in accordance with this clause 27, this Agreement is not varied and the Service Provider must continue to perform the Services under the terms of this Agreement.

27.5 Acceptance

- (a) If the City accepts a Variation Request Quote by accepting it in writing:
 - (i) this Agreement, the Services provided under this Agreement, the method of providing the Services and the Specifications, as the case may be, is amended

to the extent necessary to incorporate the terms (including costs), specifications and timing in the Variation Request Quote; and

- (ii) the Service Provider must carry out, implement and complete the Variation Request on the terms of the Variation Request Quote.
- (b) The Service Provider agrees that any cost increase or decrease contained in a Variation Request Quote will be calculated by reference to the equivalent fees and charges specified in this Agreement or in accordance with such other pricing mechanism as agreed between the Parties.

28 Privacy

28.1 Privacy

The Service Provider must:

- (a) comply with all Privacy Laws (including in relation to the City's Personal Information), whether or not the Service Provider is an organisation bound by the Privacy Laws;
- (b) ensure that the Service Provider's Personnel comply with the Privacy Laws;
- (c) cooperate with the City in respect of its efforts to comply with Privacy Laws;
- (d) not do any act, engage in any practice, or omit to do any act or engage in any practice that:
 - (i) would result in a breach of a Privacy Law;
 - (ii) would cause the City to breach or be taken to breach the City's privacy policy as amended from time to time; or
 - (iii) would cause the City to breach or be taken to breach a Privacy Law.

28.2 Use and disclosure of the City's Personal Information

The Service Provider:

- (a) may use the City's Personal Information, but only as is necessary for the purposes of performing the Services;
- (b) must not directly or indirectly disclose or transfer any of the City's Personal Information to, or allow access to any of the City's Personal Information by, any person:
 - (i) without the City's prior written consent;
 - (ii) except to those of the Service Provider's Personnel who need the City's Personal Information for the purposes of performing the Services, on the condition that the Service Provider's Personnel will only use the City's Personal Information for the purposes of performing the Services; or
 - (iii) except as required by Law;
- (c) must ensure that any person to whom City's Personal Information is disclosed under this Agreement, does not do any act, engage in any practice, or omit to do any act or engage in any practice which if done, engaged in or omitted to be done by the Service Provider would constitute a breach of this clause 28;
- (d) must use its best endeavours to ensure that the City's Personal Information is protected against misuse, interference, loss and from unauthorised access, modification or disclosure (including by training the Service Provider's Personnel as may be required);
- (e) must not transfer any of the City's Personal Information to a person (including itself)

outside of Australia, without the City's prior written consent which may be granted or withheld at the City's sole and absolute discretion; and

- (f) must not purport to use, sell, let for hire, assign rights in or otherwise dispose of any of the City's Personal Information, commercially exploit the City's Personal Information, or allow any of the Service Provider's Personnel to commercially exploit the City's Personal Information without the City's prior written consent which may be granted or withheld at the City's sole and absolute discretion.

28.3 **Security**

Without limiting the Service Provider's obligations under this clause 28, the Service Provider will implement administrative, physical and technical safeguards to protect Personal Information (including the City's Personal Information) that are no less rigorous than accepted industry practices (including ISO/IEC 27001:2013 as revised from time to time), and will ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed by the Service Provider and its Personnel, comply with all Privacy Laws, as well as the terms and conditions of this Agreement.

28.4 **Access, correction and complaints**

The Service Provider must:

- (a) comply with all reasonable directions of the City in relation to the rights of individuals to access and correct Personal Information held by the Service Provider in connection with this Agreement; and
- (b) cooperate with the City to resolve any complaints with regards to Personal Information held by the Service Provider in connection with this Agreement.

28.5 **Obligation to cease use**

In addition to the Service Provider's obligations under clause 28.1, on the date any of the City's Personal Information is no longer needed for the purposes of the Service Provider performing the Services or complying with any Law, the Service Provider at its cost must:

- (a) immediately stop using the relevant City's Personal Information; and
- (b) within 30 Business Days and subject to any legal requirement in relation to the retention of records, deliver to the City, or, at the City's option, erase, destroy (in accordance with the City-approved destruction methods) or permanently de-identify, all records of the City's Personal Information in the power, possession or control of the Service Provider or any person to whom it has given access to these records, whether or not according to this Agreement.

28.6 **Data Breach Notification**

The Service Provider must immediately notify the City if the Service Provider becomes aware of an actual, suspected or likely data breach in connection with any Personal Information which relates to, or which is provided under or in connection with, this Agreement, and cooperate with the City, with respect to remedying that data breach or complying with any notification obligations of that data breach under the Privacy Laws, whether or not the Service Provider is an organisation bound by the Privacy Laws.

28.7 **Notification**

The Service Provider must immediately notify the City if the Service Provider becomes aware of any breach or alleged breach of the Service Provider's obligations under this clause 28, and comply with any reasonable direction from the City with respect to remedying that breach.

29 Intellectual Property

29.1 Street Furniture Designs and Street Furniture Concept Designs

- (a) The Service Provider will own the Intellectual Property Rights in all Street Furniture Concept Designs and Street Furniture Designs and any modifications made to them.
- (b) The City shall have a royalty-free, non-exclusive, non-transferable, sub-licensable, irrevocable, perpetual licence to use the Street Furniture Concept Designs and Street Furniture Designs to repair any Street Furniture or replace or manufacture further Street Furniture. The territory of the licence is limited to COSLGA. The term of the licence will survive the expiry or termination of this Agreement.

29.2 Service Provider's Material

- (a) The Service Provider's Material and all Intellectual Property Rights in the Service Provider's Material remain the property of the Service Provider. The City does not and will not own any Intellectual Property Rights in or to the Service Provider's Material.
- (b) The Service Provider grants to the City and its Personnel (and to the extent the Service Provider's Material is licensed to the Service Provider, must procure for the City and its Personnel), a non-exclusive, royalty-free, perpetual, irrevocable, worldwide licence to use, reproduce, modify, adapt, enhance, and otherwise exercise all Intellectual Property Rights in and to all such parts of the Service Provider's Material which is required to enable the City to:
 - (i) fully enjoy and exploit the Services during the Term and the Transition-Out Period;
 - (ii) exercise any Step In Rights during the Term; and
 - (iii) manage, maintain or operate the Street Furniture and any Advertising after expiry or termination of this Agreement.

The City may sublicense any of these rights to a third party that is appointed by the City from time to time to assist the City with exercising these rights. This clause 29.2 survives the termination or expiry of this Agreement.

29.3 City's Material and City Data

- (a) The Service Provider acknowledges that the City's Materials and City Data and all Intellectual Property Rights in the City's Material and City Data are owned by or have been licensed to the City (excluding any Intellectual Property Rights licensed to the City by the Service Provider under this Agreement). The Service Provider does not own and will not acquire any Intellectual Property Rights in or to the City's Material and City Data.
- (b) The City grants to the Service Provider a royalty-free, licence to use the City's Material and City Data during the Term for the sole purpose of providing the Services. To the extent the City's Material incorporates the Seats and Bins Designs, then the licence granted to the Service Provider includes the right to engage a third party (approved by the City) to manufacture seats and bins using the Seats and Bins Designs, provided any such items are only manufactured for the purposes of providing the Services under this Agreement to the City.
- (c) The Service Provider must not do or cause to be done anything which may prejudice the subsistence of the City's right, title and interest in and to the City's Material and City Data.
- (d) The Service Provider must ensure that all City's Material and City Data in its possession or control:
 - (i) is, to the extent practicable, designated as the property of the City;

- (ii) is kept secure and separate from all other Material;
 - (iii) remains free of any lien, charge or other encumbrance of a third party; and
 - (iv) is only used, copied, supplied and reproduced solely and directly for the purposes of this Agreement.
- (e) The Service Provider must use its best endeavours to ensure the City has access at all times to the City's Material and City Data while it is in the possession or under the control of the Service Provider.
- (f) The Service Provider must follow the City's reasonable directions when storing and protecting the City Data. Without limiting the foregoing, the Service Provider must:
 - (i) ensure that it makes regular backups of the City Data which is in the possession or under the control of the Service Provider (on at least a daily basis); and
 - (ii) in the event that the City Data is corrupted, lost or destroyed, do all things reasonably necessary to restore the City Data.

29.4 Third party licences and Moral Rights

- (a) The Service Provider must obtain, at its own cost, all necessary licences and consents from any person relating to each copyright work or other subject matter comprised in the Service Provider's Material and/or the Street Furniture Designs which are necessary to enable the Parties to do all things contemplated by this Agreement without infringing any Laws or the rights (including the Intellectual Property Rights) of or duties owed to any person whether arising under statute, common law, contract or otherwise.
- (b) Without limiting clause 29.4(a), the Service Provider must ensure that each person involved in creating all or any part of the Service Provider's Material and/or the Street Furniture Designs and each person whose performance is recorded in the Service Provider's Material and/or the Street Furniture Designs irrevocably waives any and all Moral Rights they have in each copyright work or such other subject matter comprised in the Service Provider's Material and/or the Street Furniture Designs and consents to the City doing or failing to do any act in relation to those works that may, except for this clause 29.4, infringe their Moral Rights in the works including:
 - (i) exercising any of the rights in the works without identifying them;
 - (ii) exercising any of the rights in the works in a manner which incorrectly attributes any work created by them or their performance to someone else; and
 - (iii) editing, deleting from or otherwise altering the works in any manner determined by the City as contemplated by this Agreement.
- (c) The Service Provider must ensure that the Service Provider's Material and/or the Street Furniture Designs does not use the image, likeness or name of any person or any property of any person, unless it has ensured that the person or the property owner has given their written consent to such use in the Service Provider's Material and/or the Street Furniture Designs and the use of it as contemplated in this Agreement.

29.5 Infringement Claim

- (a) In the event of an Infringement Claim, the Service Provider must:
 - (i) unless otherwise notified by the City, conduct the defence of the Infringement Claim at the Service Provider's cost;
 - (ii) as soon as reasonably practicable, consult with the City about the Infringement Claim; and
 - (iii) not agree to any settlement of an Infringement Claim without the City's consent.

- (b) If reasonably requested by the Service Provider, the City must co-operate, at the Service Provider's cost, in the Service Provider's conduct of the defence of an Infringement Claim. The City may, at the Service Provider's cost, conduct the defence of an Infringement Claim if the Service Provider does not use its best endeavours to comply with its obligations under clause 29.5(a).
- (c) Without limiting the City's other rights or remedies under this Agreement or otherwise, if an Infringement Claim occurs, the City may:
 - (i) require the Service Provider promptly and at the Service Provider's cost to:
 - (A) procure for the City and its sub-licensees the right to continue to use the Services, Street Furniture Designs, Service Provider's Material, or any other material that is the subject of the claim (**Infringing Material**);
 - (B) modify the Infringing Material in a manner acceptable to the City to circumvent the Infringement Claim; or
 - (C) replace the Infringing Material with other content or material acceptable to the City; or
 - (ii) terminate this Agreement on 10 Business Days' written notice to the Service Provider if the Service Provider is no longer able to provide the Services as a direct result of the Infringement Claim.
- (d) The Service Provider will have no indemnification obligations under clause 32(f) to the extent the relevant Infringement Claim arises from:
 - (i) any Acquired Assets not manufactured using the Street Furniture Designs, Other City Owned Assets or JCDecaux Assets;
 - (ii) any unauthorised use of the Services, Street Furniture Designs or Service Provider's Material by the City or the City's Personnel;
 - (iii) the Service Provider's compliance with any specifications supplied by or on behalf of the City (including designs provided by the City), which cannot be reasonably implemented in a non-infringing manner;
 - (iv) any combination of the Services, Street Furniture Designs or Service Provider's Material with goods or services not provided or authorised by the Service Provider, if the Infringement Claim would have been avoided without such combination;
 - (v) any modification of the Services, Street Furniture Designs or Service Provider's Material by any person other than the Service Provider, if the Infringement Claim would have been avoided without such modification; or
 - (vi) continued use of the Infringing Material after the Service Provider has provided a work-around or modification that would have avoided the relevant infringement.

30 Warranties

30.1 Mutual warranties

Each Party represents and warrants that:

- (a) (**power**) it has full legal capacity and power to:
 - (i) own its property and to carry on its business; and
 - (ii) enter into this Agreement and to carry out the transactions that it contemplates;

- (b) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this Agreement and to carry out the transactions contemplated;
- (c) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this Agreement and to carry out the transactions that it contemplates;
 - (ii) ensure that this Agreement is legal, valid, binding and admissible in evidence; or
 - (iii) enable it to properly carry on its business as it is now being conducted,
 and it is complying with any conditions to which any of these Authorisations is subject;
- (d) **(documents effective)** this Agreement imposes legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and Laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (f) **(no Controller)** no Controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

30.2 **No representations made by City**

- (a) The City and its officers, servants and agents make no warranties or representations, express or implied, to the Service Provider in relation to:
 - (i) the condition, availability and suitability of City Property;
 - (ii) the quantity and types of Street Furniture that may be required by the City;
 - (iii) the risks and construction difficulties that may be encountered in supplying and installing the Street Furniture;
 - (iv) the availability of the Authorisations which the Service Provider needs to obtain or what difficulties may need to be overcome by the Service Provider to obtain the Authorisations;
 - (v) the risk and extent of accidental and malicious damage that may be caused to the Street Furniture by third parties;
 - (vi) the scope for deployment of Advertising and volume of the Advertising that is able to be displayed;
 - (vii) the demand for Advertising space;
 - (viii) the potential Advertising Sales that may be generated by the Service Provider;
 - (ix) the costs, income, profitability or financial viability of providing the Services; or
 - (x) the likelihood of the City exercising its option to extend this Agreement for the Renewal Term pursuant to clause 3(b).
- (b) The Service Provider acknowledges and agrees that it has had the opportunity to independently investigate and has satisfied itself as to the matters addressed in clause 30.2(a), with the exception of any site rectification and other related works which are ongoing or yet to be commenced as at the date of this Agreement.
- (c) Subject to any express provisions to the contrary or provisions that are implied by Law and which cannot be excluded, all warranties and statements made or given by the City whether express, implied, written or oral and any statutory warranties or guarantees on

the part of the City are excluded to the maximum extent permitted by Law. Where by Law any liability cannot be excluded, then it is limited to the minimum amount or obligation permitted by Law.

30.3 **Service Provider's warranties**

The Service Provider warrants to the City that, at the Start Date and at all times during the Term:

- (a) it has the right and power to grant to the City the licences and assignments granted under this Agreement and the grant to and exercise by the City of those licences and assignments will not breach any Law or infringe the rights (including Intellectual Property Rights) of or duties owed to any person whether arising under statute, common law, contract or otherwise;
- (b) it has obtained all insurances required under this Agreement;
- (c) the statements or information made in any written document submitted to the City in connection with this Agreement or otherwise provided to the City (including in any proposal, tender, tender clarification or other pre-contractual document) are true and correct, and are not misleading in any respect, whether by omission or otherwise;
- (d) it has had the opportunity to investigate and assess and is satisfied that it fully understands the extent and scope of the Services and obligations imposed on them under or in connection with this Agreement;
- (e) it possesses all necessary skills, qualifications and experience to perform the Services;
- (f) it will perform the Services expeditiously and in accordance with all applicable Service Levels and timing requirements specified in this Agreement;
- (g) it has adequate numbers of qualified Personnel with suitable training, education, experience, and skill to perform the Services;
- (h) it has, or will have at the relevant time, the resources, equipment, technology and know-how to provide the Services;
- (i) all work performed by the Service Provider and its Personnel under this Agreement will be performed with due care and skill and to a standard which is equal to or better than that which a well experienced person in the industry would expect to be provided by an organisation of the Service Provider's size and experience;
- (j) the Services (including the Street Furniture) and the Outdoor Media Services (including the Advertising), including all components thereof, under this Agreement will:
 - (i) be free from defects in design, material and workmanship;
 - (ii) be in conformity with any specifications and requirements referred to in this Agreement;
 - (iii) be fit for the purpose communicated by the City and fit for any purpose for which they are commonly acquired;
 - (iv) be performed using materials that are fit for purpose;
 - (v) comply with all Laws and applicable industry standards; and
 - (vi) comply with all City's Policies;
- (k) it is not aware of any matter which may materially affect the Service Provider's ability to perform its obligations under this Agreement;
- (l) the Services, Street Furniture Designs, the Service Provider's Material and the supply or use of any of them in accordance with this Agreement and applicable Laws, will not breach any Laws or infringe the rights (including Intellectual Property Rights) of or

duties owed to any person, whether under contract, statute, common law or otherwise; and

- (m) the Service Provider's performance of the Services will not prejudice or compromise the reputation of the City.

30.4 **Breach of warranties**

If the Service Provider is in breach of clause 30.3, the City may (without prejudice to any other rights or remedies of the City), by written notice to the Service Provider:

- (a) require the Service Provider, promptly to correct or replace (at the Service Provider's cost) the defective elements of the Services (including any part of the Street Furniture or Advertising) so that they comply with the representations and warranties in clause 30.3; or
- (b) if the Service Provider fails to, is unable or unwilling to comply with clause 30.4(a), by written notice to the Service Provider, terminate this Agreement with effect from the date that is specified in the notice.

31 **Liability**

31.1 **Exclusion of Consequential Loss liability**

Except where to do so would contravene any statute or cause any part of this clause 31.1 to be void or unenforceable, neither Party will be liable for any Consequential Loss suffered or incurred by the other Party in connection with this Agreement.

31.2 **Contribution**

The liability of a Party for any loss or damage suffered or incurred by the other Party will be reduced proportionately to the extent that any unlawful or negligent act or omission of, or breach of this Agreement by, the other Party has caused or contributed to the loss or damage.

31.3 **Limitation of liability**

- (a) Subject to clause 31.4, the aggregate liability of the Service Provider to the City for all loss and damage suffered or incurred by the City in connection with this Agreement, whether arising from or in connection with any breach of contract, tort (including negligence) or any other cause of action is limited in aggregate to \$50 million.
- (b) Subject to clause 31.4, the aggregate liability of the City to the Service Provider for all loss and damage suffered or incurred by the Service Provider in connection with this Agreement, whether arising from or in connection with any breach of contract, tort (including negligence) or any other cause of action is limited in aggregate to \$10 million.

31.4 **Exclusions to liability cap**

Nothing in clause 31.3 limits a Party's liability (including under any indemnity) in respect of any:

- (a) damage to physical property;
- (b) injury or death to persons;
- (c) breach of obligations relating to confidentiality or privacy;
- (d) breach of any Law (including the Modern Slavery Laws);
- (e) infringement of third party Intellectual Property Rights;
- (f) fraud;
- (g) reckless or malicious acts or omissions; or

- (h) repudiation of the Agreement.

32 Indemnity

Subject to clause 31, the Service Provider must indemnify the City and each of the City's Personnel against all claims, demands and proceedings made against the City, and pay the City on demand the amount of all losses, costs, expenses, settlement costs and damages (including reasonable legal costs and Taxes) which are suffered or incurred by the City in connection with:

- (a) any injury to or death of any person or any damage to or loss of property connected with the conduct, operations or performance of the Service Provider;
- (b) the City exercising its Step In Rights under clause 34;
- (c) fraud, misrepresentation or wilful misconduct by the Service Provider;
- (d) any breach of Law by the Service Provider;
- (e) any breach of obligations relating to confidentiality or privacy; or
- (f) any Infringement Claim, subject to clause 29.5(d);
- (g) any breach of clause 39,

to the fullest extent permitted by Law. For clarity, the *Civil Liability Act 2002* (NSW) does not apply to this Agreement.

33 Insurance

33.1 Insurance policies

The Service Provider must effect and maintain (or cause to be effected and maintained under one or more policies of insurance and without requiring any risk to be double insured) the following insurances, with the City named as an interested party and on terms acceptable to the City acting reasonably:

- (a) worker's compensation insurance or registrations as required by Law;
- (b) public liability insurance and products liability insurance written on an occurrence basis with a limit of indemnity of not less than the amount specified in Item 5 of the Details Schedule for each and every occurrence giving rise to a public liability claim and in the aggregate for all occurrences in any 12 month policy period giving rise to a products liability claim which covers the liability of the Service Provider and its Personnel (including to each other), in respect of:
 - (i) loss of, damage to, or loss of use of, any tangible property; and
 - (ii) the bodily injury of, disease or illness to, or death of, any person (including worker to worker liability but excluding any liability insured under the insurance referred to in clause 33.1(a)),

arising out of or in connection with the performance of this Agreement by the Service Provider. This policy must specifically cover third party property damage and any injury to, illness of or death of any person caused by any unregistered or registered plant or vehicles used in the performance of this Agreement;

- (c) professional indemnity covering the liability of the Service Provider for a breach of professional duty as a result of an act or omission by the Service Provider or its Personnel in connection with the performance of this Agreement with a limit of liability of not less than the amount specified in Item 5 of the Details Schedule for each claim

and in the aggregate for claims in any 12 month policy period and including cover for unintentional breaches of consumer protection legislation and unintentional infringement of Intellectual Property Rights;

- (d) compulsory third party motor vehicle insurance in respect of all registered vehicles used in the performance of the Services; and
- (e) such other insurances as a prudent person would normally maintain in order to provide the Services in accordance with the requirements of this Agreement.

33.2 Duration of insurance

The insurances referred to in clause 33.1 must be effected on or before the Start Date and be thereafter maintained for the Term, except that professional indemnity insurance must be maintained for at least six years after such date.

33.3 Evidence of policies

The Service Provider must provide the City with a certificate of currency evidencing compliance with clause 33.1 on an annual basis.

34 Step In rights

- (a) Except in the circumstances governed by clause 38, if the Service Provider fails to perform a material obligation strictly in accordance with the terms of this Agreement and fails to rectify that failure within 20 Business Days of being required by written notice from the City to do so, then the City may, either by itself or through a third party, perform that obligation (**Step In Rights**).
- (b) If the City exercises Step In Rights, the Service Provider must co-operate with the City or the party nominated by the City in relation to the exercise of the Step In Rights and provide the City and that nominated party with access to such equipment, items, supplies, information and Service Provider's Personnel as is reasonably required to enable the efficient exercise of the Step In Rights and the performance of the unperformed obligation.
- (c) When and if the City ceases to exercise its Step In Rights, the Service Provider must promptly and without delay, recommence performance of those of the Service Provider's obligations under the Agreement which were the subject of the Step In Rights.
- (d) If the City:
 - (i) has not yet paid the Service Provider in relation to the obligation that the Service Provider has failed to perform, then the City is not liable to pay the Service Provider in relation to that obligation and the Service Provider must indemnify the City for any costs, expenses, losses and damages incurred by the City in performing that obligation which are in excess of the relevant payment which would have been due to the Service Provider had it performed the obligation; and
 - (ii) has already paid the Service Provider in relation to the obligation that the Service Provider has failed to perform, then the Service Provider must reimburse the City for the costs, expenses, losses and damages incurred by the City in performing that obligation.
- (e) The City may set off any debt from the Service Provider arising under this clause 34 or make appropriate adjustments to the Service Provider's invoice for the subsequent month.
- (f) This clause 34 does not limit any other remedy which the City may have against the Service Provider for any breach of this Agreement.

35 Termination

35.1 Termination for the Service Provider's default

The City may, without prejudice to any other rights and remedies it may have under this Agreement or at Law, immediately terminate this Agreement in whole or in part (including in respect of one or more Service) by notice in writing to the Service Provider, if:

- (a) the Service Provider is in breach of any of its material obligations under this Agreement, including any warranties in clause 30 (but excluding any failure to achieve any single Service Level or KPI), and if the breach is capable of remedy, the Service Provider has failed to rectify that breach within 20 Business Days after receipt of written notice from the City or any further time allowed by the City;
- (b) the Service Provider is in breach of any of its material obligations under this Agreement and the breach is not capable of remedy;
- (c) an Insolvency Event occurs in respect of the Service Provider, except to the extent that a stay on the exercise of such a right applies under sections 415D – 415G, 434J – 434M or 451E – 451H of the Corporations Act;
- (d) the Service Provider or any of the Service Provider's Personnel acts in a way that causes material harm to the reputation or image of the City;
- (e) a material change in ownership or control of the Service Provider occurs (other than as a result of the sale or issue of new shares in connection with an initial public offer of shares of the Service Provider, a holding entity of the Service Provider or a special purpose vehicle that will own the Service Provider and subsequent listing of shares on a recognised stock exchange) which in the reasonable opinion of the City adversely affects the Service Provider's ability to perform its obligations under this Agreement;
- (f) the Service Provider fails to achieve more than 3 Milestones by their applicable Performance Dates; or
- (g) the Service Provider fails to achieve a particular KPI for 3 or more consecutive months.

35.2 Termination for lack of Installed Digital Advertising Displays

- (a) Notwithstanding any other provision of this Agreement, if:
 - (i) by 31 December 2022 the Service Provider has materially complied with its obligations under this Agreement but has only achieved 428 or less Installed Digital Advertising Displays; or
 - (ii) the Parties, acting reasonably, agree that it will not be possible for the Service Provider to achieve by 31 December 2022 429 or more Installed Digital Advertising Displays,

then the Service Provider may provide written notice of such occurrence to the City and the Parties will have 60 days from the date of that notice to:

- (iii) meet and consider in good faith the resulting commercial implications; and
 - (iv) negotiate and agree in good faith any adjustments to the terms of this Agreement to reflect such commercial implications.
- (b) If the Parties are not able to come to an agreement in accordance with clause 35.2(a) above within such 60-day period, either Party may immediately terminate this Agreement without liability (except as provided for in clause 66) by notice in writing to the other Party.
 - (c) For the purposes of this clause 35.2 any items of Street Furniture and/or any Digital Advertising Displays that have not been installed as a result of any failure of the Service

Provider to comply with its obligations under the main body of the Agreement, will be deemed to be installed.

35.3 **Survival**

The following clauses survive termination or expiry of this Agreement: 1 (Interpretation), 28 (Privacy), 29 (Intellectual Property), 30.2 (No Representations made by City), 30.3 (Service Provider Warranties), 31 (Liability), 32 (Indemnity), 33 (Insurance), 35.4 (Consequences of termination), 36 (Transition-Out), 37 (Confidentiality and disclosures), 40 (Dispute Resolution), 41 (Notices), 42 (Amendment and assignment), 43 (General), 66 (Consequences of termination for Street Furniture Services), 75 (Consequences of termination for Outdoor Media Services) and all other clauses which by their nature survive the termination or expiry of this Agreement.

35.4 **Consequences of termination**

If this Agreement expires or is terminated in whole or part for any reason then, without limiting any other rights or remedies of the City under this Agreement or otherwise:

- (a) the City will not be required to make any payment in respect of terminated Services not yet performed on the effective date of termination unless the City has directed a variation in accordance with clause 27 and then cancels the direction before it comes into effect, in which case the City will be liable for the Service Provider's reasonable costs incurred in preparing to perform the variation;
- (b) the City may recover from the Service Provider all money paid for any terminated Service, or part of any terminated Service, not yet performed;
- (c) the Service Provider must take all steps reasonably necessary to minimise any loss the City may suffer as a result of the termination;
- (d) the Service Provider must immediately cease to use the City's Material, the City Data, the Street Furniture Designs, and any Confidential Information relevant to the terminated Service;
- (e) the Service Provider must deliver to the City at a place specified by the City, without retaining any copies (in hard copy or electronically), all copies of the City's Material, the City Data, the Street Furniture Designs, all moulds, jigs, patterns and templates developed by the Service Provider for the purposes of manufacturing the Street Furniture in accordance with the Street Furniture Designs, and Confidential Information in the possession custody or power of the Service Provider which relates to any terminated Service; and
- (f) without limiting the City's other rights, the City may apply (without notice) any amount due from the City to the Service Provider under this Agreement, or any other agreement between the Parties, towards satisfaction of:
 - (i) any damages, costs and expenses recoverable by the City from the Service Provider in consequence of the Service Provider's breach of this Agreement; and
 - (ii) any amounts payable by the Service Provider to the City under this Agreement, or any other agreement between the City and the Service Provider,

and the Service Provider authorises the City to do anything (including to execute documents) that is required for that purpose; and

- (g) the Parties must comply with the requirements of clauses 66 (Consequences of termination for Street Furniture Services) and 75 (Consequences of termination for Outdoor Media Services).

35.5 **Preservation of rights**

The termination or expiry of this Agreement for any reason does not affect any rights of either

Party against the other which arose before the time at which such termination or expiry occurred, or which otherwise relate to or which may arise at any future time for any breach or non-observance of obligations under this Agreement occurring before the termination or expiry.

36 Transition-Out

36.1 Application

This clause 36 applies whenever this Agreement is terminated in whole or part or expires.

36.2 Transition-Out Plan

Where this Agreement has not been terminated earlier, the Service Provider will prepare and provide the City with a transition-out plan by the Full Service Commencement Date which sets out a detailed program for the Transition-Out Services (including a Gantt chart) and will update that plan on each anniversary of the Full Service Commencement Date (**Transition-Out Plan**). The Service Provider must make any change to the Transition-Out Plan reasonably requested by the City and which are not inconsistent with this clause 36.

36.3 Supply of Transition-Out Services

- (a) If requested by the City, the Service Provider must supply the Transition-Out Services to the City during the Transition-Out Period.
- (b) If the Transition-Out Plan:
 - (i) exists at the date the Transition-Out Period commences, the Transition-Out Services must be provided in accordance with the Transition-Out Plan and this clause 36; and
 - (ii) does not exist at the date the Transition-Out Period commences, the Transition-Out Services must be provided in accordance with this clause 36.

36.4 Objectives

- (a) The purpose of the Transition-Out Services is to:
 - (i) enable the City or its nominees to perform the Services from the end of the Transition-Out Period;
 - (ii) eliminate or minimise any disruption to the Services (including the Transition-Out Services) as a result of the transition of the Services from the Service Provider to the City or its nominees; and
 - (iii) ensure transfer of required information, records and Materials to the City.
- (b) The Service provider must perform the Transition-Out Services in a manner which is consistent with the objectives stated in clause 36.4(a).

36.5 Requirements for Transition-Out

- (a) The Service Provider must ensure that as part of the Transition-Out Services:
 - (i) the City's right to use the Materials, equipment and parts provided by the Service Provider to the City under this Agreement and the Service Provider's Material continues following the Transition-Out Period at no cost to the City (other than agreed maintenance and support fees);
 - (ii) it makes available to the City a reasonable number of the Service Provider's Personnel and provides all resources necessary to maintain the performance of the Services while the Transition-Out Services are being performed;

- (iii) there is no degradation of Service Levels or quality of service during the Transition-Out Period; and
- (iv) there is no interruption to the Services during the Transition-Out Period.
- (b) The Service Provider must use its best endeavours to ensure that the Transition-Out Services are completed by the end of the Transition-Out Period.
- (c) The Service Provider must ensure that it is ready and able and has the necessary resources and personnel required to perform the Transition-Out Services when required.
- (d) The Service Provider acknowledges all Service Levels apply during the Transition-Out Period.
- (e) The fees payable for the Transition-Out Services will be the same as, or calculated in the same manner as, the fees and charges in effect immediately prior to the commencement of the Transition-Out Services.
- (f) The Service Provider must, at no cost to the City, transfer and deliver to a location nominated by the City within the COSLGA the agreed spare parts for the Street Furniture to the City or the City's nominee.

36.6 **Third party services**

The Service Provider must make available to the City or its nominees the contact details of any party providing third party services used by the Service Provider in the performance of the Services.

36.7 **Assistance to third parties**

If the City appoints a third party to assume any role in relation to any or all of the Services, the Service Provider must provide all reasonable assistance to that third party during the Transition-Out Period and in performing the Transition-Out Services.

37 **Confidentiality and disclosures**

37.1 **Use and disclosure of Confidential Information**

A Party (in this clause 37, the **Receiving Party**) which receives Confidential Information of another Party (in this clause 37, the **Disclosing Party**) must not:

- (a) use any of the Disclosing Party's Confidential Information except to the extent necessary for the Receiving Party to exercise its rights and perform its obligations under this Agreement; or
- (b) disclose any of the Disclosing Party's Confidential Information except in accordance with clauses 37.2 or 37.3.

37.2 **Disclosures to Personnel**

- (a) The Receiving Party may disclose Confidential Information to its Personnel if:
 - (i) the disclosure is necessary to enable the Receiving Party to perform its obligations or to exercise its rights under this Agreement; and
 - (ii) before the disclosure, the Receiving Party informs the relevant Personnel of the Receiving Party's obligations in relation to the Disclosing Party's Confidential Information under this Agreement and obtains an undertaking from the relevant Personnel to comply with those obligations.
- (b) The Receiving Party must ensure that any person to whom Confidential Information is disclosed under clause 37.2(a) keeps the Confidential Information confidential and does

not use it other than as expressly permitted under clause 37.2(a).

37.3 **Disclosures required by Law**

- (a) Subject to clause 37.3(b), the Receiving Party may disclose Confidential Information that the Receiving Party is required to disclose:
 - (i) by Law or by order of any court or tribunal of competent jurisdiction; or
 - (ii) by any Government Agency, stock exchange (provided the receiving party's securities are quoted on such stock exchange) or other regulatory body.
- (b) If the Receiving Party is required to make a disclosure under clause 37.3(a), the Receiving Party must:
 - (i) to the maximum extent possible, notify the Disclosing Party immediately that the Receiving Party anticipates that it may be required to disclose any of the Disclosing Party's Confidential Information;
 - (ii) consult with and follow any reasonable directions from the Disclosing Party to minimise disclosure; and
 - (iii) if disclosure cannot be avoided:
 - (A) only disclose Confidential Information to the extent necessary to comply; and
 - (B) use its best endeavours to ensure that any Confidential Information disclosed is kept confidential.

37.4 **Receiving party's return or destruction of documents**

On termination of this Agreement the Receiving Party must immediately:

- (a) deliver to the Disclosing Party all documents and other materials containing, recording or referring to Confidential Information; and
- (b) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,

which are in the possession, power or control of the receiving party or of any person to whom the Receiving Party has given access, except where any Confidential Information must be retained for the purpose of compliance with applicable Law, then the Receiving Party must only retain one copy of such Confidential Information and continue to treat such information as Confidential Information and to protect such information in accordance with this Agreement.

37.5 **Security and control**

The Receiving Party must:

- (a) keep effective control of the Disclosing Party's Confidential Information; and
- (b) ensure that the Disclosing Party's Confidential Information is secure from theft, loss, damage or unauthorised access or alteration.

37.6 **Media releases**

The Service Provider must not issue any information, publication, document or article for publication in any media concerning the Services or any aspect of the Services under this Agreement without the City's prior written consent which will not be unreasonably withheld.

37.7 **Excluded information**

Except where a clause expressly provides that it will take precedence by reference to this clause 37.7, or where required by Law, if this Agreement (including any audit, reporting,

information sharing or Transition-Out Services-related rights or obligations) requires the Service Provider or its Personnel to disclose, provide or otherwise make accessible (including by providing access to the Service Provider's systems) any accounts, records, information or material under or in connection with this Agreement, the Service Provider may, before providing such accounts, records, information or material, redact or remove:

- (a) confidential, proprietary or commercially sensitive information of third parties which the Service Provider is not permitted to disclose;
- (b) market sensitive information (including where the provision of such information is contrary to the Listing Rules of the Australian Stock Exchange);
- (c) any information which a Law prohibits the Service Provider or its Personnel from disclosing or transferring; and
- (d) Service Provider Data.

38 Force majeure

38.1 Notice and suspension of obligations

If a Party to this Agreement is affected, or likely to be affected, by a Force Majeure Event:

- (a) that Party must immediately give the other Party prompt notice of that fact including:
 - (i) full particulars of the Force Majeure Event;
 - (ii) an estimate of its likely duration;
 - (iii) the obligations affected by it and the extent of its effect on those obligations; and
 - (iv) the steps taken to rectify it; and
- (b) the obligations under this Agreement of the Party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

38.2 Endeavours to overcome

A Party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. This does not require a Party to settle any industrial dispute in any way that it considers inappropriate.

38.3 Alternative supply

During any period in which the Service Provider is not performing obligations because of a claimed Force Majeure Event, the City may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the Service Provider is not performing without incurring any liability to the Service Provider.

38.4 Termination

If a Force Majeure Event occurs such that the Service Provider cannot perform its material obligations under this Agreement and such Force Majeure Event continues for more than:

- (a) 3 months in circumstances where the Force Majeure Event is one that would not prevent another supplier performing the relevant material obligations that the Service Provider cannot perform; or
- (b) 6 months in all other circumstances,

the City may terminate this Agreement by giving at least one Business Day's written notice to

the Service Provider.

39 Modern Slavery

- (a) The Service Provider must comply with Modern Slavery Laws.
- (b) The Service Provider warrants that:
 - (i) there is no outstanding investigation of it, or anyone employed by or contracted to it, and it or anyone employed by or contracted to it, has not been convicted of any offence that is a Modern Slavery Offence;
 - (ii) it has an active program to investigate its labour practices, and those of its Personnel and direct suppliers, to identify any instances or risks of Modern Slavery and make reasonable efforts to assess and address those risks in its supply chain and in the supply chain of its Personnel or direct suppliers; and
 - (iii) it has put in place all necessary processes, procedures, investigations and compliance systems to ensure that it can provide the warranties under this clause at all relevant times.

40 Dispute resolution

40.1 Application

Other than where clause 64.1(e) applies or as otherwise expressly required by the Advertising Fees Schedule, any Dispute must be determined in accordance with the procedure in this clause 40.

40.2 Negotiation

- (a) If any Dispute arises, a Party to the Dispute (**Referring Party**) may by giving notice to the other Party or Parties to the Dispute (**Dispute Notice**) refer the Dispute to the Service Provider's Representative and the Contract Manager for resolution. The Dispute Notice must:
 - (i) be in writing;
 - (ii) state that it is given pursuant to this clause 40; and
 - (iii) include or be accompanied by reasonable particulars of the Dispute including:
 - (A) a brief description of the circumstances in which the Dispute arose;
 - (B) references to any provisions of this Agreement relevant to the Dispute;
 - (C) a description of any acts or omissions of any person which are relevant to the Dispute; and
 - (D) where applicable, the amount in dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available.
- (b) Within 10 Business Days of the Referring Party giving the Dispute Notice (**Negotiation Period**), the Service Provider's Representative and the Contract Manager must meet at least once to attempt to resolve the Dispute.
- (c) The Service Provider's Representative and the Contract Manager may meet more than once to resolve a Dispute. The Service Provider's Representative and the Contract Manager may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.

40.3 Mediation

- (a) If the Dispute is not resolved within 5 Business Days of the expiry of the Negotiation Period, the Parties will endeavour to settle the Dispute by mediation administered by the Australian Disputes Centre (**ADC**).
- (b) The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC (**Guidelines**).
- (c) The terms of the Guidelines are hereby deemed incorporated into this Agreement.

40.4 Condition precedent to litigation

Subject to clause 40.5, a Party must not commence legal proceedings in respect of a Dispute unless the Parties have complied with the procedure in this clause 40.

40.5 Summary or urgent relief

Nothing in this clause 40 prevents a Party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

41 Notices

- (a) A notice, consent or other communication under this Agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail. If it is sent by mail, it is taken to have been received two Business Days after it is posted.
- (b) A Party's address is the address set out in the Details Schedule for the Service Provider's Representative and the Contract Manager, or as otherwise updated and notified from time to time.

42 Amendment and assignment

42.1 Amendment

This Agreement can only be amended or replaced by another document executed by the Parties.

42.2 Assignment

A Party may only assign, encumber, declare a trust over or otherwise deal with its rights under this Agreement with the written consent of the other Party.

43 General

43.1 Governing Law

- (a) This Agreement is governed by the Laws in force in New South Wales, Australia.
- (b) Each Party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

43.2 Access to information

In accordance with section 121 of the *Government Information (Public Access) Act 2009* (NSW), the Service Provider agrees to allow the City immediate access to the following information contained in records held by the Service Provider:

- (a) information that relates directly to the performance of the Services;
- (b) information collected by the Service Provider from members of the public to whom the Service Provider provides, or offers to provide, services on behalf of the City; and
- (c) information received by the Service Provider from the City to enable the Service Provider to provide services to the public.

43.3 Liability for costs

Each Party must pay its own costs incurred in negotiating, executing, stamping and registering this Agreement.

43.4 Duty of cooperation

Each Party must:

- (a) do all that is needed on its part to enable the other Party to perform any obligation under this Agreement which cannot be performed effectively without the co-operation of both Parties; and
- (b) not do anything with the intention of making it impossible to perform its own obligations under this Agreement, or to make it impossible for the other Party to carry out its obligations under this Agreement.

43.5 Giving effect to this Agreement

Each Party must do anything (including execute any document), and must ensure that its Personnel do anything (including execute any document), that the other Party may reasonably require to give full effect to this Agreement.

43.6 Waiver of rights

A right may only be waived in writing, signed by the Party giving the waiver, and:

- (a) no other conduct of a Party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

43.7 Operation of this Agreement

- (a) This Agreement contains the entire agreement between the Parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- (b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

43.8 Operation of indemnities

- (a) Each indemnity in this Agreement survives the termination or expiry of this Agreement.
- (b) A Party may recover a payment under an indemnity in this Agreement before it makes the payment in respect of which the indemnity is given.

43.9 Exclusion of contrary Law

Any Law that adversely affects an obligation of a Party, or the exercise by a Party of a right or remedy, under or relating to this Agreement is excluded to the maximum extent permitted by Law.

43.10 No fetter

Nothing in this Agreement in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

43.11 Counterparts

This Agreement may be executed in counterparts.

43.12 Severability

If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement and this Agreement otherwise remains in full force and effect.

PART B: STREET FURNITURE SERVICES

44 Scope

This Part describes the specific obligations of the Service Provider in respect of the Street Furniture Services.

45 Non-Exclusive

- (a) Subject to clause 45(b), the City engages the Service Provider to provide the Street Furniture Services on a non-exclusive basis.
- (b) Subject to the City's Step In Rights under clause 34, the City will not engage any other service provider to clean and maintain the Street Furniture during the Term.

46 Initial asset survey and report

The Service Provider must conduct and complete an on-street survey or audit of the COSLGA, and provide the City with a report on the outcomes of the survey. The report must identify the different types of street furniture located in the COSLGA, the location of each item and any other information reasonably required by the City.

47 Existing Street Furniture Assets

47.1 Existing Street Furniture Assets

As at the Start Date the Parties acknowledge that the Existing Street Furniture Assets comprise the following:

- (a) JCDecaux Assets, these are the street furniture assets that were installed and are operated by JCDecaux under contracts between JCDecaux and the City and which are owned by JCDecaux (**JCDecaux Assets**); and
- (b) Other City Owned Assets, these comprise other City owned street furniture assets which are deployed in the COSLGA which are not JCDecaux Assets and not City Owned Seats and Bins (**Other City Owned Assets**).

47.2 Service Provider must actively assist the City with co-ordinating the removal of the Existing Street Furniture Assets

- (a) The Service Provider will actively assist the City after the Start Date to develop a plan for the removal of those Existing Street Furniture Assets which are identified for removal (including the JCDecaux Assets).
- (b) The plan must be prepared in such a way that the removal of the items is done in a way and a time period that minimises disruption and minimises any time gap between the date an item is removed and the date replacement Street Furniture is installed. The plan will set out for each item the date on which that item must be removed.
- (c) The Parties will co-operate and work together to ensure their actions are co-ordinated with the plan.
- (d) The Service Provider must provide all assistance and co-operation required by the City in connection with managing the smooth and efficient removal of the relevant Existing Street Furniture Assets, including:
 - (i) attending meetings with the suppliers of the Existing Street Furniture Assets as requested by the City;

- (ii) working with the City to identify the sequence and time period within which the Existing Street Furniture Assets should be removed;
- (iii) preparing and submitting to the City (according to the timetable referred to above) draft Removal Notice forms for the City to issue to JCDecaux;
- (iv) monitoring the removal of the Existing Street Furniture Assets and reporting to the City on any anticipated delays and actual delays; and
- (v) developing plans and strategies to overcome or address any anticipated delays or actual delays.

47.3 Removal of JCDecaux Assets

- (a) The City will prepare the Removal Notices for the JCDecaux Assets after consultation with the Service Provider and will incorporate any reasonable requirements requested by the Service Provider, subject to such requirements not being inconsistent with the terms of the agreement between the City and JCDecaux.
- (b) The City will arrange for the removal of the JCDecaux Assets by JCDecaux and must use reasonable endeavours to procure that JCDecaux removes all JCDecaux Assets in compliance with the relevant Removal Notices.
- (c) Subject to paragraph 47.3(e) below, nothing in this Agreement requires the Service Provider to remove, or incur any expense in relation to the removal of, and the Service Provider must not remove, any of the JCDecaux Assets.
- (d) The City will conduct regular inspections and monitor the removal of the JCDecaux Assets so that any non-compliances or delays in terms of the Removal Notice for each of the JCDecaux Assets can be promptly and adequately resolved or mitigated.
- (e) If, after the City's reasonable endeavours in accordance with paragraph 47.3(a), the Parties agree that further restoration and make-good work is required in a relevant Service Area to comply with the terms of the Removal Notice before any replacement Street Furniture may be installed, then:
 - (i) the City may give the Service Provider a notice that:
 - (A) identifies the relevant restoration and make-good work that is required, providing reasonable details of any defects that need to be rectified; and
 - (B) requests the Service Provider to provide a quote for the restoration and make-good work (**Quote**).
 - (ii) The Service Provider must provide any Quote requested by the City within 5 Business Days of the City's request. Each Quote must be calculated in accordance with the Street Furniture Rates and Fees Schedule.
 - (iii) The City will notify the Service Provider whether it accepts or rejects each Quote submitted by the Service Provider. If the City:
 - (A) accepts any Quote:
 - (I) the Service Provider must complete the relevant work required by the City in accordance with the requirements of the notice given by the City and in accordance with the requirements of clause 64.4 on the date or within the period specified by the City (acting reasonably) for a fee that does not exceed the amount specified in the Quote;
 - (II) the Service Provider must invoice the City the applicable fee following completion of the relevant work; and

- (III) the City must pay the Service Provider that fee within 5 Business Days of receiving the Service Provider's invoice; and
- (B) rejects any Quote given in respect of any item, the City will then either undertake the work itself or engage a third party to perform the relevant work that is necessary.

47.4 **Removal or rectification of the Other City Owned Assets**

- (a) If the City requires the Service Provider to remove or rectify any defects in any of the Other City Owned Assets, the City may give the Service Provider a notice that:
 - (i) identifies the relevant Other City Owned Asset which the City requires the Service Provider to remove or rectify;
 - (ii) identifies whether the City wishes the Service Provider to remove or rectify the relevant Other City Owned Asset. If the City requires the Other City Owned Asset to be rectified the City must provide reasonable details of the defect that needs to be rectified; and
 - (iii) requests the Service Provider to provide a quote for the removal or rectification (as applicable) of the Other City Owned Asset (**Quote**).
- (b) The Service Provider must provide any Quotes requested by the City within 20 Business Days of the City's request. Each Quote must be calculated in accordance with the Street Furniture Rates and Fees Schedule.
- (c) The City will notify the Service Provider whether it accepts or rejects each Quote submitted by the Service Provider. If the City:
 - (i) accepts any Quote:
 - (A) the Service Provider must complete the relevant work required by the City in accordance with the requirements of the notice given by the City (and in the case of a removal, it must complete all restoration work in accordance with the requirements of clause 64.4) on the date or within the period specified by the City (acting reasonably) for a fee that does not exceed the amount specified in the Quote;
 - (B) the Service Provider must invoice the City the applicable fee following completion of the relevant work; and
 - (C) the City must pay the Service Provider that fee within 5 Business Days of receiving the Service Provider's invoice; and
 - (ii) rejects any Quote given in respect of any item, the City will then either undertake the work itself or engage a third party to perform the relevant work that is necessary.

47.5 **Maintenance and cleaning of the Other City Owned Assets**

The City is responsible for the maintenance and cleaning services required for each Other City Owned Asset from the Start Date until the first to occur of the date the item is removed or the date the Service Provider becomes fully responsible for the Other City Owned Asset under clause 47.6.

47.6 **City may require Service Provider to assume responsibility for Other City Owned Assets**

- (a) The City will have the right to require the Service Provider to assume responsibility for one or more of the Other City Owned Assets and direct the Service Provider to use the Other City Owned Asset in providing the Street Furniture Services. If the City wishes to exercise that right it must give the Service Provider a notice identifying the relevant Other City Owned Asset and notifying the Service Provider that it wishes to exercise its rights under this clause 47.6(a).

- (b) On and from the date specified by the City in its notice the Service Provider will become fully responsible for the Other City Owned Asset specified in the notice and that item will be deemed to be an item of "Street Furniture" and the Service Provider:
 - (i) must provide all services for and in respect of the relevant item as it provides in respect of the Street Furniture supplied and installed by the Service Provider; and
 - (ii) will be fully responsible for that item under this Agreement in the same way as the Service Provider is responsible for the Street Furniture installed by the Service Provider.

48 Acquired Assets

- (a) The City may from time to time acquire additional street furniture assets from third parties (**Acquired Asset**). The City will have the right to require the Service Provider to assume responsibility for any Acquired Asset and request the Service Provider to use the Acquired Asset in providing the Street Furniture Services. If the City wishes to exercise that right it must give the Service Provider a notice identifying the relevant Acquired Asset and notifying the Service Provider that it wishes to exercise its rights under this clause 48(a).
- (b) On and from the date specified by the City in its notice the Service Provider will become fully responsible for the Acquired Asset specified in the notice and that item will be deemed to be an item of "Street Furniture" and the Service Provider:
 - (i) must provide all services for and in respect of the relevant item as it provides in respect of the Street Furniture supplied and installed by the Service Provider; and
 - (ii) will be fully responsible for that item under this Agreement in the same way as the Service Provider is responsible for the Street Furniture installed by the Service Provider.

49 Development of the Street Furniture Designs

- (a) The Service Provider must develop the Street Furniture Designs in accordance with the requirements (including timeframes) set out in the Street Furniture Design Process set out in Schedule B4, the Street Furniture Design Specifications set out in Schedule B3 and the Street Furniture Schematic Layout set out in Schedule B5.
- (b) The proposed designer or design company which the Service Provider wishes to use must be approved by the City (acting reasonably) before that designer is engaged.
- (c) Any Street Furniture Designs developed by the Service Provider must be approved by the City in accordance with the requirements in Schedule B4.

50 Requirements applicable to the Street Furniture

50.1 Specific compliance requirements

The Street Furniture supplied and installed by the Service Provider under this Agreement must comply with and meet the requirements of the Street Furniture Designs, the Street Furniture Design Specifications, applicable Australian Standards and the other requirements of this Agreement.

50.2 General requirements applicable to the Street Furniture

The Street Furniture supplied and installed by the Service Provider must:

- (a) be newly manufactured and must not comprise any used or reconditioned parts except as approved in writing by the City;
- (b) be of a consistent colour and material as required by the Street Furniture Designs and the Street Furniture Design Specifications.
- (c) be fit for purpose;
- (d) be manufactured using high quality components;
- (e) be robust and durable;
- (f) be safe for use;
- (g) be highly resistant to fading, rust, rot, weathering and deterioration;
- (h) have a high resistance to vandalism; and
- (i) be suitable for use by people with a wide range of needs including children, the aged and people with disabilities

50.3 **Lighting requirements**

The Street Furniture must incorporate the lighting fixtures as specified in the Street Furniture Design Specifications.

50.4 **Changes to the Street Furniture Design Specifications**

- (a) Subject to compliance with clause 27:
 - (i) the City may require the Street Furniture Design Specifications to be varied at any time by giving written notice to the Service Provider; and
 - (ii) the Service Provider may suggest variations to the Street Furniture Design Specifications by submitting a written proposal detailing its suggested variations to the City.
- (b) The Service Provider must immediately incorporate any variations to the Street Furniture Design Specifications that are accepted pursuant to clause 27.

50.5 **Spare parts**

- (a) The Service Provider must ensure that it maintains in the Sydney metropolitan area a reasonable inventory of spare parts for the Street Furniture at all times during the Term so that it can quickly repair any defects in or damage caused to the Street Furniture.
- (b) The Service Provider must keep computerised records of the spare parts which it has in stock and keep those records up to date.
- (c) The Service Provider must provide the City with:
 - (i) online access to the spare parts records; and
 - (ii) a spare parts inventory report within 30 days of the end of each Contract Year identifying the spare parts held by the Service Provider.

50.6 **Branding**

- (a) The Service Provider must display the City's branding on the Street Furniture in the manner as set out in the Street Furniture Design Specifications or as otherwise directed by the City.
- (b) The Service Provider may display its name on the Street Furniture only in the manner as set out in the Street Furniture Design Specifications or as otherwise approved by the City.

- (c) The Service Provider must not display third party branding or pictograms other than the transport modes on the Street Furniture in the manner as set out in the Street Furniture Design Specifications or as otherwise required or approved by the City.

50.7 Manufacturer warranties and documentation

- (a) The Service Provider must ensure that the Service Provider maintains full records of all manufacturer's warranties for the Street Furniture.
- (b) The Service Provider must give to the City, free of cost, one copy of the manufacturer's specifications, warranty documents and user and maintenance manuals for each type of the Street Furniture.

50.8 Street Furniture keys

The Service Provider:

- (a) shall ensure all keys required to access kiosks, toilets and switchboards are on a registered and restricted master key system;
- (b) shall be responsible for all costs for the provision of keys and replacement keys during the term;
- (c) shall ensure that the registered key system is supplied by a local key supplier agreed with the City;
- (d) will maintain a register of all keys throughout the term;
- (e) shall make arrangements to issue and recover keys from assigned kiosk tenants. The keys provided to kiosk tenants must not be able to open any other kiosk, or switchboard; and
- (f) shall provide the City with master keys that open all locks.

50.9 Automated Floor Cleaning System for Toilets

- (a) The Parties acknowledge that the Street Furniture Design Specifications were amended on 19 March 2021 to require the Service Provider to install an automated floor cleaning system into each toilet supplied and installed by the Service Provider.
- (b) The City will pay to the Service Provider the actual costs incurred by the Service Provider (without any added margin) in supplying and installing each automatic floor cleaning system into the toilets supplied and installed under this Agreement up to a maximum of \$[REDACTED] plus GST for each such installation under this Agreement. The Service Provider must submit an invoice for the applicable amount payable by the City for each floor cleaning system once supplied and installed.
- (c) The Service Provider will be responsible for maintaining, operating, cleaning, repairing and replacing (when needed) the automated floor cleaning systems and no additional charges will be payable by the City in respect of these matters.
- (d) Subject to the Service Provider having provided written evidence of the cost for each installed automatic floor cleaning system and otherwise complied with clause 50.9(b) the City will verify (within a reasonable time) and approve the invoice submitted by the Service Provider. Following written confirmation from the City that the invoice amount is approved, the Service Provider may set off the amount payable pursuant to clause 50.9(b) against any amount payable by the Service Provider to the City.

50.10 Connection of kiosks to potable water and sewer

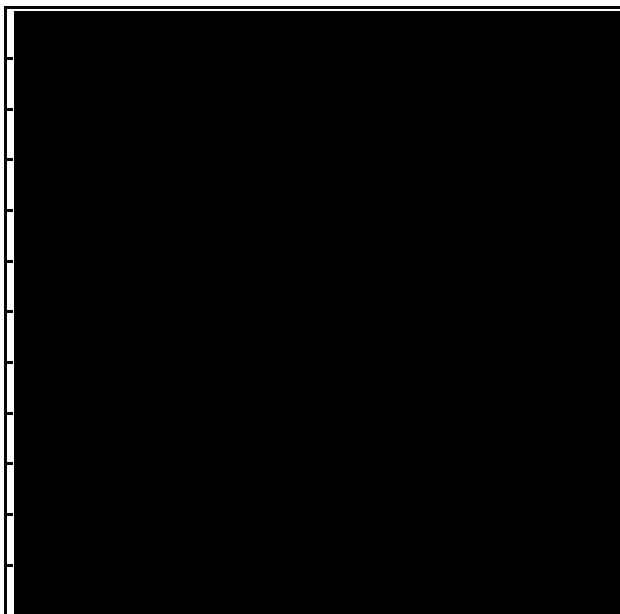
The Parties agree that the Service Provider must, at the Service Provider's cost:

- (b) in relation to the kiosks to be installed in the following locations, provision each kiosk with potable water and sewer pipes to a point

that is at least 2 metres past the footings of the kiosk in the direction of the supply point, and fit each kiosk with a washbasin:



- (c) In relation to the following kiosk locations, connect the kiosks to potable water supply and sewer and fit each kiosk with a washbasin:



51 City may place Street Furniture Supply Orders for the supply and installation of Street Furniture

51.1 City will determine what Street Furniture is required and where it should be installed

- (a) Subject to clauses 51.1(d) and 52, the City will determine what Street Furniture is required and the Service Areas where it should be installed.
- (b) Subject to clauses 51.1(d) and 52:
 - (i) the City may identify different locations for the installation of Street Furniture; and
 - (ii) the City is not required to favour the visibility of Advertising when selecting locations.
- (c) The Service Provider may make submissions to the City about the suitability of installing Street Furniture in particular locations in which case the City will act reasonably to consider the Service Provider's submission. However, the Service Provider accepts that, subject to clauses 51.1(d) and 52, the City:

- (i) is solely responsible for selecting the location for the placement of all Street Furniture;
 - (ii) the City is not obliged to order any minimum quantity of Street Furniture; and
 - (iii) the City is not required to favour the volume or visibility of space for Advertising when selecting locations.
- (d) The City will only require toilets to be installed in locations where:
- (i) there is ready access to sewers; and
 - (ii) the Service Provider will not be required to lay extensive new piping to connect the toilets to the sewers.

By the way of further clarification, it is agreed that:

- (A) The Service Provider will bear all costs necessary to be incurred to connect toilets to the sewer and potable water (**Connection Cost**) in the following 14 locations:

	Location ID	Location
1	APT3	
2	APT5A	
3	APT9B	
4	APT14	
5	APT1004	
6	APT1005	
7	APT1003	
8	APT1008	
9	SA1014	
10	APT1011	
11	APT1001	
12	APT1002	
13	APT15	

- (B) Subject to subclause (C), the Service Provider will bear all Connection Costs for the following toilets where the Service Provider has obtained Authorisation for installation of those toilets in the following locations, or an alternate location specified by the City, on or prior to 30 September 2023.

	Location ID	Location
1	APT1	
2	APT2	
3	APT6A	
4	APT10	
5	APT12A	
6	APT13	
7	APT16	

- (C) If the Service Provider considers that the Connection Cost of any toilet referred to in subclause (B) will exceed \$ [REDACTED] (including GST) (the **Standard Cost**) then:
- (I) the Service Provider may request a contribution from the City to the Connection Cost by giving the City a notice which identifies the relevant toilet by location, describes the work that needs to be done to make the required connection to the sewer and potable water, provides a site plan and states the amount by which the Connection Cost will exceed the Standard Cost (**Excess Cost**);
 - (II) the City must then notify the Service Provider whether it accepts the Service Provider's request or rejects it. If the City accepts the Service Provider's request, the Service Provider must at its cost connect the relevant toilet to the sewer and the potable water and the City must pay to the Service Provider the nominated Excess Cost once the toilet has been installed and connected to the sewer and potable water. If the City objects to the Service Provider's request, the Connection Cost must be determined by an independent quantity surveyor of at least 15 years standing appointed at the joint cost of the parties. If the parties cannot agree on the quantity surveyor who should be appointed to determine the Connection Cost within 14 days of the City giving notice of its objection, the parties will request the Chief Executive Officer (or their nominee) of the Australian Institute of Quantity Surveyors to nominate the independent quantity surveyor. Once appointed the independent quantity surveyor will be instructed to determine the Connection Cost for the relevant toilet. The independent quantity surveyor shall act as an expert and the report provided by the independent quantity surveyor will be binding on the parties. If the independent quantity surveyor determines that the Connection Cost will exceed the Standard Cost then the City must pay to the Service Provider the amount of that excess once the relevant toilet has been installed and connected to the sewer and potable water. If the independent quantity surveyor determines that the Connection Cost for the relevant toilet is less than or equal to the Standard Cost then the Service

Provider must bear the applicable Connection Cost and the City will not be required to provide any contribution to those costs.

- (III) subject to the Service Provider having provided written evidence of the Excess Cost of any toilet referred to in subclause (B) the City will verify (within a reasonable time) and approve the invoice submitted by the Service Provider. Following written confirmation from the City that the invoice amount is approved, the Service Provider may set off the amount payable against any amount payable by the Service Provider to the City.
- (D) If the Service Provider has not used reasonable endeavours to obtain an Authorisation for the installation of any toilet described in subclause (C) and the Authorisation has not been obtained on or prior to 30 September 2023, then the provisions of subclause (C) will still apply to the installation of that toilet once the relevant Authorisation is obtained even if that occurs after 30 September 2023.
- (E) If the Service Provider has used reasonable endeavours to obtain an Authorisation for the installation of any toilet described in subclause (C) on or prior to 30 September 2023 but has been unable to obtain the Authorisation, then:
 - (I) the Service Provider must store the relevant toilet at its depot site (or such other site approved by the City) until the City notifies the Service Provider of the location where it must be delivered to;
 - (II) the Service Provider must deliver the toilet to the location nominated by the City when notified by the City;
 - (III) the Service Provider must safeguard the toilet from damage until delivery to the nominated location;
 - (IV) title in the toilet and any warranties associated with the manufacture of the toilet will pass to the City on 30 September 2023; and
 - (V) the City will be responsible for the costs of installing that toilet and connecting it to the sewer and potable water once installed.
- (F) For the avoidance of doubt the Service Provider acknowledges that, except as provided by this clause, the Service Provider is responsible for all other costs associated with installing each toilet other than, in respect of the connection of APT1 at Cowper Wharf Road to electricity, clause (C) of this item 4 will apply with the following changes:
 - (I) references to "Connection Cost" will be read as "electricity connection cost";
 - (II) the reference to "\$ [REDACTED]" will be read as "\$ [REDACTED]"; and
 - (III) references to "sewer and potable water" will be read as "electricity".

52 Street Furniture described in the Matrix of Street Furniture and Advertising Assets

52.1 City must submit Street Furniture Supply Orders which meet the Minimum Order Requirement

- (a) The City must as soon as possible (and in any event no later than the Full Service Commencement Date) submit Street Furniture Supply Orders to the Service Provider which require the Service Provider to supply Street Furniture both in number and type which is substantially consistent with the numbers and types set out in the Matrix of Street Furniture and Advertising Assets (the **Minimum Order Requirement**).
- (b) If the City fails to meet the requirements of clause 52.1(a) that failure will not be considered a breach of this Agreement but may result in an adjustment to the Minimum Guaranteed Fee in accordance with the provisions of the Advertising Fees Schedule.

52.2 Payment for and ownership of the Street Furniture comprising the Minimum Order Requirement

- (a) The Parties agree that:
 - (i) no Street Furniture Supply Fee will be payable by the City for the supply or installation of any Street Furniture comprising the Minimum Order Requirement to the extent that such Street Furniture is ordered by the City prior to the Full Service Commencement Date; and
 - (ii) the City must otherwise pay to the Service Provider, pursuant to clause 52.2(b), a Street Furniture Supply Fee for the supply and installation of any Street Furniture comprising the Minimum Order Requirement to the extent that such Street Furniture is ordered by the City on or after the Full Service Commencement Date.
- (b) If clause 52.2(a)(ii) applies, the Service Provider may invoice the City the applicable Street Furniture Supply Fee once the City issues an Acceptance Notice for the relevant Street Furniture and its associated Service Area and payment by the City of the Street Furniture Supply Fee shall be made subject to the invoicing and payment provisions of clause 22.
- (c) Subject to clause 66:
 - (i) the Service Provider will be the owner of the Street Furniture comprising the Minimum Order Requirement to the extent that clause 52.2(a)(i) applies to such Street Furniture; and
 - (ii) the City will be the owner of any Street Furniture for which payment has been made by the City to the Service Provider in accordance with clause 52.2(b).

52.3 Service Provider must obtain Authorisations

- (a) The Matrix of Street Furniture and Advertising Assets identifies the Proposed Locations for the installation of the Street Furniture described in the Matrix of Street Furniture and Advertising Assets.
- (b) Promptly following the Start Date the Service Provider and the City must:
 - (i) discuss and agree on the identity of an appropriate expert or experts to advise on the feasibility of obtaining Authorisations at relevant locations for the installation and operation of the Street Furniture and associated Advertising Displays and Community Displays (each an **Adviser**); and
 - (ii) work together in good faith with the Adviser(s) to consider and assess the feasibility of obtaining such Authorisations.

- (c) If the Service Provider and the City agree that it is unlikely that an Authorisation will be able to be obtained for the installation and operation of Street Furniture and associated Advertising Displays or Community Displays at a given location, the Service Provider and the City must work together in good faith to try to identify alternate locations (which, for the avoidance of doubt, may include identifying alternate items of Street Furniture and/or Advertising Displays or Community Displays) which provide the next best return to the Service Provider and level of utility and service to the City and the general public.
- (d) The Service Provider acknowledges that it is solely responsible for seeking Authorisations for the installation and operation of the Street Furniture and associated Advertising Displays and Community Displays and will be responsible for paying for the costs of the Adviser. The Service Provider must actively pursue and seek such Authorisations by diligently and actively pursuing all applications for the Authorisations and rights of appeal (where in the reasonable opinion of the Service Provider it would be appropriate to do so) and must reasonably consider for acceptance any alternatives and conditions upon which such Authorisations may be granted.
- (e) If after applying for an Authorisation and materially complying with clause 52.3(d), the Service Provider is unable to secure any required Authorisation, the Service Provider and the City will work together in good faith to try to identify alternate locations (which, for the avoidance of doubt, may include identifying alternate items of Street Furniture and/or Advertising Displays or Community Displays) which provide the next best return to the Service Provider and level of utility and service to the City and the general public.
- (f) If the Service Provider and the City cannot agree on an alternate location as contemplated under clause 52.3(c) or 52.3(e) above, that issue must be referred to the Nominated Individuals and the Nominated Individuals shall have 10 Business Days from that date to work together in good faith to try to resolve the issue (which, for the avoidance of doubt, does not obligate the Nominated Individuals to find a resolution to the issue).
- (g) The obligations of the City under this clause 52.3 are subject always to the terms of clause 10(c).

53 Street Furniture ordered in excess of the Minimum Order Requirement

53.1 City may order Street Furniture in excess of the Minimum Order Requirement

The City may at any time during the Term order Street Furniture in excess of the Minimum Order Requirement by submitting a Street Furniture Supply Order to the Service Provider.

53.2 Payment and ownership for Street Furniture ordered in excess of the Minimum Order Requirement

- (a) If the City submits a Street Furniture Supply Order for the supply and installation of Street Furniture in excess of the Minimum Order Requirement which:
 - (i) the City has nominated may be fitted with Advertising Panels, Advertising Displays or Advertising, and the Service Provider elects (in its sole discretion) to fit Advertising Panels on such Street Furniture, no Street Furniture Supply Fee will be payable for that Street Furniture;
 - (ii) the City has nominated may be fitted with Advertising Panels, Advertising Displays or Advertising, but the Service Provider elects (in its sole discretion) not to fit Advertising Panels on such Street Furniture, the City must pay the Service Provider, pursuant to clause 53.2(b), a Street Furniture Supply Fee for that Street Furniture; and
 - (iii) the City has nominated may not be fitted with Advertising Panels, Advertising Displays or Advertising, the City must pay the Service Provider, pursuant to clause 53.2(b), a Street Furniture Supply Fee for that Street Furniture.

- (b) If clause 53.2(a)(ii) or 53.2(a)(iii) apply, the Service Provider may invoice the City the applicable Street Furniture Supply Fee once the City issues an Acceptance Notice for the relevant Street Furniture and its associated Service Area and payment by the City of the Street Furniture Supply Fees shall be made subject to the invoicing and payment provisions of clause 22.
- (c) Subject to clause 66:
 - (i) the Service Provider will be the owner of the Street Furniture described in clause 53.2(a)(i); and
 - (ii) the City will be the owner of all Street Furniture for which payment has been made by the City to the Service Provider in accordance with clause 53.2(b).

54 Street Furniture Supply Orders

54.1 Form of each Street Furniture Supply Order

- (a) Each Street Furniture Supply Order (including in respect of the Minimum Order Requirement) will specify:
 - (i) the number and type of item of Street Furniture which the City wishes the Service Provider to supply and install;
 - (ii) the Service Area where each item of ordered Street Furniture must be installed;
 - (iii) the time frame for installation of the Street Furniture, including the date when installation may commence and the Required Completion and Acceptance Date. The Required Completion and Acceptance Date designated by the City must not be less than 3 months (or such other minimum lead times as may be agreed between the parties for particular types of Street Furniture) from the date of the Street Furniture Supply Order; and
 - (iv) any special requirements relating to the installation of the Street Furniture which the Service Provider must address and satisfy. The City acknowledges that if any special requirements will impose any delay or additional cost (other than minor delay or cost) on the Service Provider, the Service Provider may submit a Variation Request.

54.2 Variations to a Street Furniture Supply Order timetable

Where reasonably necessary due to unforeseen events or circumstances outside the City's control, the City may revise the time frame for the installation of any Street Furniture set out in a Street Furniture Supply Order by nominating a later date (not to be later than as reasonably required) for installation by giving the Service Provider notice in writing. A Street Furniture Supply Order will be deemed to be varied if the City gives such a notice.

54.3 City may request the Service Provider to obtain Authorisations before placing a Street Furniture Supply Order

The City may require the Service Provider to apply for and obtain all necessary Authorisations required to install an item of Street Furniture in a particular Service Area prior to placing any Street Furniture Supply Order.

54.4 Street Furniture Supply Orders are binding

Each Street Furniture Supply Order submitted by the City will be binding on the Service Provider and the Service Provider must supply and install the Street Furniture required by each Street Furniture Supply Order in accordance with this Agreement.

55 Purchase of Street Furniture items by third parties

The Service Provider acknowledges that in order to facilitate the consistent use and deployment of the same types and designs of street furniture throughout the COSLGA and land or property located near the COSLGA (including land which ceases to be part of the COSLGA) Government Agencies and other entities may also wish to purchase items of Street Furniture. Accordingly, at the request of the City the Service Provider undertakes to supply (by way of sale and purchase) and install Street Furniture for the Street Furniture Supply Fee specified in the Street Furniture Rates and Fees Schedule for any of the following third parties:

- (a) any entity which owns or is constructing a development site within or located near the COSLGA or which otherwise conducts business operations or activities within or near the COSLGA; and
- (b) any Government Agency which is responsible for managing, administering or operating land or property in New South Wales, including the Government Agency known as "Property NSW", the Botanic Gardens Trust and the Centennial Park and Moore Park Trust.

56 Changes to the COSLGA

During the Term, if the land or property comprising the COSLGA varies for any reason, the City may in its sole discretion require the Service Provider to:

- (a) supply and install Street Furniture on land or property that becomes part of the COSLGA by submitting a Street Furniture Supply Order to the Service Provider;
- (b) provide the Street Furniture Services in accordance with this Agreement for any existing street furniture on land or property that becomes part of the COSLGA;
- (c) relocate or remove any Street Furniture in accordance with clause 64 from any land or property that ceases to be part of the COSLGA;
- (d) at the request of the Government Agency that becomes responsible for managing, administering or operating any land or property that ceases to be part of the COSLGA, either remove the Street Furniture in accordance with clause 64 or provide the Street Furniture Services to such Government Agency on the same terms as this Agreement; and/or
- (e) continue to provide the Street Furniture Services in accordance with this Agreement for installed Street Furniture despite the Street Furniture being on land or property that has ceased to be part of the COSLGA.

57 Service Provider to prepare Installation Plan

57.1 Installation Plan

- (a) The Service Provider must prepare and submit to the City for approval a plan for the installation of each item of Street Furniture at each applicable Service Area (**Installation Plan**). The Installation Plan for each item of Street Furniture must be submitted to the City by the date specified in a Street Furniture Supply Order provided that the timeframe designated by the City must not be less than 10 Business Days from the date of the Street Furniture Supply Order. The Installation Plan must include the following details:
 - (i) a plan showing the area of the Service Area where the Street Furniture is to be installed at a scale of 1:100 (or as determined appropriate by the City);

- (ii) the exact location and placement of the Street Furniture, fully dimensioned and including all existing infrastructure present at the Service Area. The placement must comply with the requirements specified in clause 57.2.
 - (iii) the construction plans for the installation of Street Furniture;
 - (iv) details of the works proposed for the installation of the Street Furniture, including, without limitation, structural computations and plans, details of any alterations to be made to the Service Area, the location of all underground services, the removal of any existing fixtures such as shelters (including bus shelters), kiosks or benches and any disturbance to any road, footpath, nature strip or other surface;
 - (v) the lighting fixtures to be installed (if any);
 - (vi) the Advertising Panels, Advertising Displays and/or Smart City Modules to be installed (if any) as part of the Street Furniture, including lighting levels and hours of operation;
 - (vii) details of the proposed occupational health and safety procedures and safety procedures for the Service Area; and
 - (viii) any other matters as required by the City.
- (b) When considering whether to approve the Installation Plan, the City may require that the Service Provider:
- (i) make any alteration to the Installation Plan that is reasonably directed by the City; and
 - (ii) undertake any community consultation that may reasonably be required in connection with the requested installation.

57.2 Placement of the Street Furniture

- (a) The Service Provider must ensure that the siting and set out of the Street Furniture is compliant with the City's Streets Code and the Street Furniture Placement Guidelines.
- (b) The placement obligations applicable to the Street Furniture are set out in the Street Furniture Placement Guidelines. The Service Provider must ensure it complies with those obligations and ensure that each Installation Plan is consistent with the requirements of the Street Furniture Placement Guidelines.

58 Installation of the Street Furniture

58.1 No unauthorised installations

The Service Provider must not commence installation of any Street Furniture without first obtaining:

- (a) the City's written approval of the relevant Installation Plan which approval may be withheld by the City, acting reasonably; and
- (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.

58.2 Installation of the Street Furniture

Upon receipt of a written approval of an Installation Plan from the City and all necessary Authorisations, the Service Provider must supply and install the Street Furniture in the Service Area in accordance with the requirements of this Agreement, the Installation Plan approved by the City and all applicable Authorisations.

58.3 Time for installation of the Street Furniture

The Service Provider must supply and install the Street Furniture and complete any clean-up and restoration of the relevant Service Area required by clause 58.7 in accordance with the timeframe specified in a Street Furniture Supply Order and obtain an Acceptance Notice for that work by the date specified in the applicable Street Furniture Supply Order (the **Required Completion and Acceptance Date**). The Service Provider will be allowed a reasonable extension of time to install the Street Furniture if any of the circumstances set out in clause 21.1(d) occur.

58.4 Obligations applicable to installation

- (a) The Service Provider must ensure that all Street Furniture is installed so that it is secure, stable, safe and fit for use. All Street Furniture must be installed plumb and level unless specified otherwise, and must be appropriately bolted and fixed according to the Street Furniture Design Specifications.
- (b) All fixings, conduits, connections and foundations required for the Street Furniture must be concealed and vandal resistant.
- (c) The Service Provider must complete all paving works surrounding the Street Furniture installed, as required, including tactile pavers where specified.

58.5 Footings

- (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 Furniture.
- (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.

58.6 Inspection and acceptance of installation

- (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.
- (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).
- (c) If the City forms the view (acting reasonably) that:
 - (i) the supply and installation of the Street Furniture complies with the requirements of this Agreement; and
 - (ii) the Service Area has been cleaned up or restored in accordance with the requirements of clause 58.7,
 the City will issue an Acceptance Notice for that Street Furniture and its associated Service Area.
- (d) If the City forms the view (acting reasonably) that:
 - (i) the supply and installation of the Street Furniture does not comply with the requirements of this Agreement; or

- (ii) the Service Area has not been cleaned up or restored in accordance with the requirements of clause 58.7,
- then:
- (iii) the City will notify the Service Provider that the supply and installation of the Street Furniture and/or the clean-up or restoration of the Service Area pursuant to clause 58.7 is not accepted. The City must describe the relevant deficiencies in its notice; and
 - (iv) the Service Provider must then undertake such remedial or additional work as is required to address the relevant deficiencies notified by the City.
- (e) The Service Provider will have 10 Business Days to undertake remedial or additional work under clause 58.6(d)(iv), after which the City may inspect the relevant Street Furniture and Service Area. If the Service Provider has addressed the deficiencies to the City's reasonable satisfaction, the City will issue an Acceptance Notice for that Street Furniture and its associated Service Area. Otherwise, the City may engage a third party at the cost of the Service Provider to take any action that the City deems necessary to ensure that the supply and installation of the Street Furniture and clean-up and restoration of the Service Area complies with this Agreement.
- (f) Once the City has issued an Acceptance Certificate for particular Street Furniture and its associated Service Area the Service Provider must within a reasonable time provide the City with:
- (i) as-built drawing for the completed installation of the Street Furniture item in pdf format, marked "works as executed" (as required by the City's Technical Specification 2013, Section BI, 1.8.4 - City's Asset Acceptance Procedure 2012, 4.1.5);
 - (ii) levels and coordinates of the completed installed Street Furniture in AutoCAD format (as required by the City's Technical Specification 2013, Section BI, 1.8.4) and drawings in .DXF format; and
 - (iii) any new, relocated or abandoned utility services marked clearly in a plan indicating depth of each utility service as required by the City's Technical Specification 2013, Section BI, 1.3.7.

58.7 Clean-up and restoration

- (a) Where the Service Provider installs Street Furniture, it must, within the time specified by the City, clean, restore and make safe the relevant Service Area at which the Street Furniture has been installed, including by doing the following:
- (i) consulting with the City as to any requirements or guidelines the City may have in relation to the restoration of the Service Area and complying with such requirements or guidelines;
 - (ii) removing all equipment including tools, generators, fencing and vehicles;
 - (iii) removing and correctly disposing of all debris, packaging materials, builders' waste and rubbish in compliance with City waste disposal requirements;
 - (iv) ensuring the Service Area is able to be accessed and used safely;
 - (v) ensuring the Service Area is left in a clean and tidy state;
 - (vi) restoring all the surfaces at the Service Area in a matching colour and texture;
 - (vii) ensuring all excavations are backfilled and compacted to minimise further subsidence;

- (viii) where applicable, spreading quality topsoil over all disturbed areas within a nature strip and then seeding those areas; and
- (ix) doing all other things reasonably necessary to ensure that the Service Area is clean, safe and otherwise complies with the requirements of this Agreement and the reasonable requirements of the City,

however only to the extent that such clean-up, restoration or make safe of a relevant Service Area is required as a result of the Service Provider's installation of Street Furniture. Any clean-up, restoration or make safe of a relevant Service Area which is required in connection with the removal of the JCDecaux Assets is to be governed by clause 47.3.

- (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 Street Furniture Rates and Fees Schedule.
- (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.

58.8 **Unique identifier**

Each item of installed Street Furniture must incorporate a visible unique identifier and contact details for reporting any required cleaning or maintenance.

58.9 **Utility costs for installation of new toilets and kiosks**

Clause 61 addresses the allocation of costs for installing and connecting utility services where Street Furniture is installed.

58.10 **This clause does not apply to relocations**

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.

59 **New Technology**

59.1 **City wishes to be able to deploy New Technology on the Street Furniture**

- (a) Without limiting the City's Objectives, the Service Provider acknowledges that the City wishes to:
 - (i) facilitate the installation and supply of New Technology in the COSLGA using the Street Furniture; and
 - (ii) ensure the Street Furniture can be used by the City or other third parties nominated by the City (**Technology Provider**) for the installation and operation of the New Technology, including, as necessary, attaching electronic hardware, cameras, sensors, cabling and antennae to the Street Furniture.
- (b) Without limiting clause 59.1(a) the Service Provider acknowledges that it is aware that the City wishes to:
 - (i) ensure the Street Furniture can be used by the City or the WiFi Provider for the installation and operation of a WiFi Network in the COSLGA; and
 - (ii) ensure that, where the City or a WiFi Provider wishes to install and operate a WiFi Network in the COSLGA, the City or WiFi Provider may install and operate its WiFi Infrastructure and Equipment and, if requested, any Integrated Mobile Telecommunications Network Equipment (**WiFi Provider's Equipment**) on the Street Furniture for no charge.

59.2 Service Provider to allow New Technology to be deployed on the Street Furniture

- (a) Subject to clause 59.2(b), the Service Provider must not install, maintain or operate New Technology on the Street Furniture without the City's prior written approval.
- (b) The Service Provider agrees that, at the request of the City and on reasonable prior notice to the Service Provider, the Service Provider will:
 - (i) allow a Technology Provider to install, maintain and operate New Technology on the Street Furniture at no cost to the Technology Provider;
 - (ii) at the Technology Provider's cost, connect the New Technology to any existing electrical power supplies which have already been installed on or which service the Street Furniture (provided that the Technology Provider will be responsible for the costs of the power consumed by the New Technology) and/or allow the Technology Provider to establish a new electrical power supply to service the New Technology;
 - (iii) provide the Technology Provider, on request, with copies of any engineering drawings and loading calculations that are reasonably required by the Technology Provider and which are in the possession of the Service Provider so as to allow the Technology Provider to design and undertake the installation of New Technology on the Street Furniture;
 - (iv) undertake such modifications to the Street Furniture as are reasonably required by the Technology Provider and at the Technology Provider's cost to enable the installation, maintenance and operation of the New Technology; and
 - (v) co-operate with the Technology Provider generally to allow the Technology Provider to undertake its works on an efficient and reasonable basis;
- (c) The Service Provider agrees that, at the request of the City, it will promptly grant the Technology Provider with a licence to use the Street Furniture for the purposes of attaching, operating and maintaining the New Technology on the Street Furniture which is consistent with the terms of this clause 59 and otherwise on terms that are consistent with generally accepted industry standards applicable to the attachment, operation and maintenance of the New Technology at the relevant time.
- (d) The City agrees that if the installation, maintenance or operation of New Technology or the WiFi Provider's Equipment under this clause detrimentally affects the aesthetics, operation, safety or structural integrity of the Street Furniture, then the Service Provider will not be responsible for any such detrimental effects but will take all such steps reasonably requested by the City to mitigate or remove those detrimental effects at the cost of the City (which costs must be approved in advance in writing by the City).
- (e) The Service Provider is not responsible for any loss or damage suffered by the City in connection with the installation, supply and operation of New Technology by a Technology Provider under this clause 59.

60 Cleaning, repair and maintenance of Street Furniture

60.1 Scope of obligations

- (a) The Service Provider must provide inspection, cleaning, repair, replacement and maintenance services for all the Street Furniture (including the City Owned Seats and Bins) in accordance with the Street Furniture Operation Specifications as follows:
 - (i) on and from the date that the relevant item of Street Furniture is installed;
 - (ii) on and from the date that the relevant item of Street Furniture is deemed to become an item of "Street Furniture" as a result of the operation of clause 47.6 or clause 48; or

- (iii) in the case of a City Owned Seats and Bins, on and from the Full Service Commencement Date if requested to do so by the City.
- (b) These services must be provided in accordance with the Service Levels.
- (c) When undertaking the activities required by clause 60.1(a) the Service Provider must perform the relevant works:
 - (i) safely;
 - (ii) in a manner that minimises any disruption to the persons using, and the businesses that occupy, the relevant area; and
 - (iii) at times of the day which will minimise interference with the persons using, and the businesses occupying, the relevant area.

60.2 **Inspections**

- (a) The Service Provider must ensure that each item of Street Furniture is inspected by the Service Provider in accordance with the Street Furniture Operation Specifications and the Service Levels. The inspection must assess cleanliness, whether graffiti has been applied to the Street Furniture and whether the Street Furniture has suffered any damage.
- (b) The Service Provider must record the date and time of each inspection and what corrective actions were assessed as being required. All corrective actions must be completed in accordance with the Service Levels.

60.3 **Cleaning and graffiti removal**

The Service Provider must ensure that all Street Furniture which have been subjected to graffiti is cleaned and restored within the time frame required by the Street Furniture Operation Specifications and the Service Levels.

60.4 **Maintenance and repair**

- (a) The Service Provider must ensure that the Street Furniture is promptly maintained and repaired in accordance with the Street Furniture Operation Specifications and in such a manner so that they continue to comply with the Street Furniture Design Specifications. Any defects or damage must be promptly rectified (including, if necessary, by replacing the relevant item of Street Furniture) irrespective of how the damage was caused, including damage caused by:
 - (i) vandalism;
 - (ii) adverse weather conditions;
 - (iii) traffic or other accidents; and
 - (iv) general wear and tear.
- (b) The Service Provider must ensure the Street Furniture is always maintained to a standard and in accordance with the skill, diligence, prudence and practice that would be reasonably expected of a skilled and experienced service provider of street furniture services including by periodically replacing or repairing worn components and maintaining paintwork.
- (c) The maintenance services to be provided include both preventative maintenance and corrective maintenance.
- (d) The Service Provider must remove all debris where a Street Furniture has been damaged.

60.5 Weed control

- (a) The Service Provider is responsible for, and the City consents to the Service Provider undertaking any weed control in relation to each item of Street Furniture.
- (b) The Service Provider must not trim trees or other vegetation to improve sightlines to Advertising on Street Furniture.

60.6 Condition assessment

- (a) The Service Provider must fully assess the condition of each item of Street Furniture every two years during the Term, with the first assessment to occur three years after the Start Date. This condition assessment must include an inspection of the following:
 - (i) the structural condition of each item of Street Furniture;
 - (ii) any damage to Street Furniture;
 - (iii) any safety hazards present at any Street Furniture; and
 - (iv) any corrective or preventative maintenance that is required.
- (b) The Service Provider must promptly provide the City with a Condition Assessment Report in respect of the assessment conducted by it on each item of Street Furniture.
- (c) The Service Provider must promptly complete all corrective maintenance identified in the Condition Assessment Report within 10 Business Days of delivering the Condition Assessment Report and complete all preventative maintenance within 20 Business Days of delivering the Condition Assessment Report and give the City a weekly update on its progress until all such work is fully completed.

60.7 Refurbishment and replacement

Without limiting its obligations to maintain and repair the Street Furniture, the Service Provider must promptly replace or refurbish, as necessary, any Street Furniture which is assessed by either Party (acting reasonably) as being structurally unsound, damaged or a safety hazard and notify the City that it has done so.

60.8 Change in Law

Notwithstanding anything else in this clause 60, if the Service Provider is required to modify, repair, refurbish or replace any Street Furniture due to a change in Law or change in the City's Policies, such modification, repair, refurbishment or replacement shall occur at the City's cost.

61 Utility services

- (a) The Service Provider is responsible for:
 - (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;
 - (ii) obtaining all utility approvals for such connections; and
 - (iii) maintaining, repairing and operating the utility service connection between the Street Furniture and the utility point of attachment.
- (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).
- (c) The exceptions to clause 61(b) are as follows:

- (i) If the City requests that 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);
- (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);
- (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); and
- (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 incorporated into the Street Furniture Supply Fee as set out in the Street Furniture Rates and Fees Schedule); and
- (v) The provisions of clause 51.1(d) will continue to apply to the toilets identified in that clause.

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.

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.

- (d) For the avoidance of doubt the parties agree that:
 - (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
 - (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.
- (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.

62 Use of the Street Furniture by the general public

The Service Provider must make the Street Furniture available for continuous use by the City and the general public on and from the date it is installed (subject to any period where access

needs to be restricted in order to undertake repairs or maintenance).

63 Authority to license the kiosks

63.1 Licence

For so long as the Service Provider has title to the kiosks during the Term, the Service Provider grants the City a free licence to use and occupy, with a right to sublicense, the kiosks installed by the Service Provider, during the Term.

63.2 Quiet enjoyment

The Service Provider will not interfere with the City's or its sublicensee's reasonable use and enjoyment of the kiosks during the Term.

63.3 Utility fees

- (a) Subject to clause 63.3(b), the City must pay all fees and charges applicable to the consumption of the utility services in respect of the public toilets or kiosks, or on account of the use and occupation of the public toilets and kiosks.
- (b) Notwithstanding clause 63.3(a), the Service Provider must pay all fees and charges applicable to the consumption of the utility services to the extent that those fees and charges relate to Advertising Panels.

63.4 Street Furniture Services

For the avoidance of doubt, the Service Provider must provide the Street Furniture Services (including maintenance and cleaning but excluding cleaning of the inside of the kiosks) for the kiosks (whether or not occupied by the City or any sublicensee).

64 Relocation, removal and modification of Street Furniture

64.1 Relocation

- (a) No Street Furniture may be relocated by or on behalf of the Service Provider unless such relocation 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.
- (b) Subject to clause 64.1(c) below, the City may from time to time request, and the Service Provider must comply with such a request, that the Service Provider relocates any Street Furniture as a result of:
 - (i) the relocation of a bus stop or changes in bus service patronage;
 - (ii) safety concerns;
 - (iii) the location being otherwise considered unsuitable by the City on the basis that a location does not support the City's Objectives;
 - (iv) changes to the land or property comprising the COSLGA;
 - (v) changes to the level of usage by the public of the relevant area;
 - (vi) street alignment or foot path changes or road works;
 - (vii) security issues; or
 - (viii) any other reasonable need.
- (c) Subject to clause 64.1(d), if the City requests that the Service Provider relocate any Street Furniture containing Advertising Displays in accordance with clause 64.1(b)

above to a location that would provide less financial benefit to the Service Provider and such request (cumulatively with all other such requests during the Term) would involve relocating:

- (i) ■% or more of any type of such Street Furniture in COSLGA; or
- (ii) ■% or more of any type of such Street Furniture in the CBD Zone,

the Parties must consider in good faith the resulting commercial implications for advertising revenue and must negotiate and (subject to clause 64.1(e)) agree in good faith any appropriate adjustments to the Advertising Sales Share (as applicable).

- (d) Once the COSLGA and CBD Zone relocation thresholds described in clause 64.1(c) have been reached, if the City makes any further request for the Service Provider to relocate any Street Furniture containing Advertising Displays in accordance with clause 64.1(b) above to a location that would provide less financial benefit to the Service Provider and such request (cumulatively with all other such requests but without counting any requests which have already been accounted for through the prior application of clause 64.1(c) or the prior application of this clause 64.1(d)) would involve relocating:

- (i) ■% or more of any type of such Street Furniture in COSLGA; or
- (ii) ■% or more of any type of such Street Furniture in the CBD Zone,

the Parties must consider in good faith the resulting commercial implications for advertising revenue and must negotiate and (subject to clause 64.1(e)) agree in good faith any appropriate adjustments to the Advertising Sales Share (as applicable).

- (e) If the Parties are not able to come to an agreement in accordance with clauses 64.1(c) or 64.1(d) within 25 Business Days of first meeting (**Negotiation Period**) to discuss the matter, the Parties must first refer the Dispute to the Nominated Individuals. If after 10 Business Days the Dispute remains unresolved, the Parties must refer the Dispute to an independent expert to determine the matter. If the Parties are unable to agree on the appointment of the independent expert within 5 Business Days of the expiry of the Negotiation Period, either Party may then request a partner (with expertise in the media industry) of PricewaterhouseCoopers to nominate a suitable independent expert to resolve the matter. In making a determination under this clause, the independent expert will act as an expert, and not act as an arbitrator. The Parties must share equally the costs of the independent expert. The determination of the independent expert will be binding on the Parties in the absence of a manifest error of fact.
- (f) If the City requires any Street Furniture to be relocated it will give the Service Provider a notice requesting the relocation. The notice will identify the Street Furniture to be relocated and include details of the proposed Service Area for the re-installation of the Street Furniture.
- (g) Not used..
- (h) The Service Provider acknowledges that in some circumstances the Service Provider may need to temporarily store the Street Furniture between the date of its removal and the date of its re-installation.
- (i) The Service Provider may request the City's consent (without any obligation on the City to do so) to the relocation or temporary relocation of Street Furniture if:
 - (i) the Service Provider is prevented for any reason from exhibiting Advertising which were intended for display and the relocation will ensure that the Service Provider is permitted to display Advertising on the relocated Street Furniture;
 - (ii) the Service Provider, acting reasonably, believes that any Advertising Panels or Advertising Displays on a Street Furniture item have become impacted by an Obstruction (as that term is defined in the Advertising Fees Schedule), however no such relocation may be requested to address any Obstruction caused by the

Service Provider or to facilitate the installation of any structure or facility (not required by this Agreement) by or on behalf of the Service Provider); or

- (iii) there is excessive vandalism to a Street Furniture item which will be alleviated by its relocation,

in which case, the City will act reasonably to consider the Service Provider's request. 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 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.

- (j) Any relocation of Street Furniture at the request of the Service Provider will be at the cost of the Service Provider, except where the relocation request is made pursuant to clause 64.1(i)(ii) to address a structure or facility installed by the City, in which case the City will pay the Service Provider the fee for relocating Street Furniture (excluding any fees for relocating the Advertising Panel or Advertising Display) in accordance with the Street Furniture Rates and Fees Schedule.
- (k) Where a Street Furniture item is to be relocated pursuant to this clause 64.1, the Service Provider must comply with all provisions of this Agreement applying to the installation of the Street Furniture.
- (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.
- (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.
- (n) Clause 61 addresses the allocation of costs for terminating, installing and connecting utility services where Street Furniture is relocated.

64.2 **Removal**

- (a) No Street Furniture may be removed by or on behalf of the Service Provider unless such removal 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.
- (b) At any time, the City may request, and the Service Provider must comply with such a request, that the Service Provider remove any Street Furniture as a result of:
 - (i) the removal of a bus stop;
 - (ii) safety concerns;
 - (iii) street alignment or foot path changes or road works;
 - (iv) changes to the land or property comprising the COSLGA;
 - (v) security issues; or
 - (vi) any other reasonable need.
- (c) If the City requires any Street Furniture to be removed it will give the Service Provider a notice requesting the removal. The notice will identify the Street Furniture to be removed.
- (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.
- (e) The Service Provider may, subject to the condition of the removed Street Furniture

being acceptable to the City, install the Street Furniture at another location where it is required to install Street Furniture of the same type.

- (f) Clause 61 addresses the allocation of costs for terminating utility services where Street Furniture is removed.

64.3 **Conversion**

- (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.
- (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.
- (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.
- (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.
- (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.
- (f) If the City requests particular Street Furniture be converted:
 - (i) from Street Furniture not incorporating Advertising Displays and Community Displays to Street Furniture that does incorporate Advertising Displays and Community Displays; or
 - (ii) so that Community Displays on that item of Street Furniture are converted to Advertising Displays,

then the Service Provider will pay the costs of that conversion, provided in each case that the conversion occurs on the same item of Street Furniture.

- (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.

64.4 **Clean-up and restoration**

- (a) 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, do so in a way that will permit reuse of the Service Area on which the Street Furniture has been

converted or modified or on which the relocated or removed Street Furniture was previously installed, including by doing the following:

- (i) consulting with the City as to any requirements or guidelines the City may have in relation to the restoration of the Service Area and complying with such requirements or guidelines;
 - (ii) removing all equipment including tools, generators, fencing and vehicles;
 - (iii) removing all of the Footings;
 - (iv) removing and correctly disposing of all debris, packaging materials, builders' waste and rubbish in compliance with City waste disposal requirements;
 - (v) restoring all the surfaces at the Service Area in a matching colour and texture;
 - (vi) ensuring the Service Area is able to be accessed and used safely;
 - (vii) ensuring the Service Area is left in a clean and tidy state;
 - (viii) ensuring all excavations are backfilled and compacted to minimise further subsidence;
 - (ix) where applicable, spreading quality topsoil over all disturbed areas within a nature strip and then seeding those areas;
 - (x) ensuring all utility services are "capped off" or secured at a suitable location so it can be readily accessed and reconnected to any replacement asset installed in the same location; and
 - (xi) doing all other things reasonably necessary to rehabilitate the Service Area for further use.
- (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.
 - (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.

64.5 Time for relocation, removal or modification

The Service Provider must relocate, remove, convert or modify the relevant Street Furniture in accordance with the City's request within the time specified by the City, acting reasonably. Unless the removal of a Street Furniture item is required due to an emergency and the site cannot otherwise be made safe, the Service Provider will have a period of 20 Business Days (or such other period agreed by the City, acting reasonably) to remove any Street Furniture.

65 Payment for Street Furniture Services

65.1 Fees payable by the City

- (a) Subject to the invoicing and payment provisions of clause 22, the City will pay the Service Provider:
 - (i) the Street Furniture Supply Fees for the supply and installation of the Street Furniture described in clause 52.2(a)(ii) (Street Furniture comprising the Minimum Order Requirement that is ordered on or after the Full Service Commencement Date);

- (ii) the Street Furniture Supply Fees for the supply and installation of the Street Furniture described in clauses 53.2(a)(ii) and 53.2(a)(iii) (Street Furniture in excess of the Minimum Order Requirement that either may be fitted with Advertising but the Service Provider has elected not to fit with Advertising, or may not be fitted with Advertising); and
- (iii) the Street Furniture Management Fee on a monthly basis during the Term for:
 - (A) the Street Furniture described in clauses 53.2(a)(ii) and 53.2(a)(iii) (Street Furniture in excess of the Minimum Order Requirement that either may be fitted with Advertising but the Service Provider has elected not to fit with Advertising, or may not be fitted with Advertising) commencing from the date it is installed;
 - (B) not used
 - (C) any City Owned Asset or Acquired Asset that is deemed to become an item of "Street Furniture" as a result of the operation of 47.6 or clause 48, from the date that occurs.
- (b) The Street Furniture Supply Fee and the Street Furniture Management Fee will be calculated in accordance with the rates set out in the Street Furniture Rates and Fees Schedule.
- (c) For the avoidance of doubt:
 - (i) no Street Furniture Management Fee will be payable for any Street Furniture which is ordered by the City under clause 52 (being part of the Minimum Order Requirement);
 - (ii) no Street Furniture Supply Fee will be payable for any Street Furniture described in clause 52.2(a)(i) (being Street Furniture that comprises part of the Minimum Order Requirement and which is ordered by the City prior to the Full Service Commencement Date); and
 - (iii) no Street Furniture Supply Fee nor Street Furniture Management Fee will be payable for any Street Furniture described in clause 53.2(a)(i) (being Street Furniture ordered in excess of the Minimum Order Requirement and which will be fitted with Advertising Panels, Advertising Displays or Advertising and does not exceed the Maximum Order Thresholds).

65.2 No other charges

- (a) Except where otherwise expressly stated in this Agreement, the fees specified in clause 65.1 are the only fees and charges payable by the City to the Service Provider in respect of the Street Furniture Services and the use of the Street Furniture during the Term.
- (b) Except where otherwise expressly stated in this Agreement, the Service Provider must bear all costs associated with providing the Street Furniture Services, including all costs associated with designing, manufacturing, supplying and installing, cleaning, maintaining, repairing, replacing and removing or relocating the Street Furniture.

66 Consequences of termination for Street Furniture Services

66.1 Removal of Advertising Displays and Advertising Panels, on termination or expiry of the Term

If this Agreement terminates for any reason (including, without limitation, as a result of termination pursuant to clause 38.4) or expires:

- (a) if the City has given no direction as to the removal of Advertising Displays, Community Displays and Advertising Panels from any Street Furniture, the Service Provider may (in

the Service Provider's sole discretion and at the Service Provider's sole cost) elect whether to remove any such Advertising Displays, Community Displays or Advertising Panels; and

- (b) if the City has given a direction as to the removal of Advertising Displays, Community Displays and Advertising Panels from any Street Furniture, the Service Provider must in the timeframe and order as directed by the City, acting reasonably, at the Service Provider's sole cost remove all Advertising Displays and Community Displays and Advertising Panels from any Street Furniture as directed by the City.

66.2 Ownership of Street Furniture on termination of the Agreement

If this Agreement terminates for any reason (including, without limitation, as a result of termination pursuant to clause 38.4, but for the avoidance of doubt not including expiry of the Initial Term or Renewal Term), all Street Furniture not owned by the City at that date (excluding any Advertising Displays and Community Displays and Panels which are removed pursuant to clause 66.1) will transfer to and become the property of the City and the City will purchase all such Street Furniture pursuant to such transfer for the written down value for that Street Furniture calculated in accordance with the Street Furniture Rates and Fees Schedule.

66.3 Ownership of Street Furniture on expiry of the Term

- (a) Subject to clause 66.3(b), if the Term of this Agreement expires, all Street Furniture not owned by the City at that date (excluding any Advertising Displays, Community Displays and Panels which are removed pursuant to clause 66.1) will transfer to and become the property of the City.
- (b) For the avoidance of doubt, ownership of any Street Furniture installed during the Initial Term and not owned by the City (excluding any Advertising Displays, Community Displays and Panels which are removed pursuant to clause 66.1) will transfer to the City on the expiry of the Initial Term (whether or not this Agreement renews for a Renewal Term) and ownership of any Street Furniture installed during the Renewal Term and not owned by the City (excluding any Advertising Displays, Community Displays and Panels which are removed pursuant to clause 66.1) will transfer to the City on the expiry of the Renewal Term.

66.4 No removal of Street Furniture

For the avoidance of doubt, nothing in this clause 66 requires the Service Provider to remove any items of Street Furniture.

PART C: OUTDOOR MEDIA SERVICES

67 Scope

This Part describes the specific obligations of the Service Provider in respect of the Outdoor Media Services.

68 Exclusivity

- (a) The City engages the Service Provider to exclusively install, display, procure and sell Advertising using the Street Furniture. For clarity, the City must not during the Term, itself, or engage any person other than the Service Provider to, install, display, procure or sell Advertising on the Street Furniture. The rights granted to the Service Provider under this clause are subject to the City's rights to display Advertising as permitted by this Agreement, including under clauses 70.6 and 70.7.
- (b) The City further agrees that during the Term, before the City solicits or engages any third party to install, display, procure or sell out-of-home small-format advertising on any street furniture (not being Street Furniture) located in the COSLGA which is owned by the City or which is owned by a third party and operated for the City, including on street furniture which is not of the kind supplied by the Service Provider under this Agreement (such as bicycle stations and free-standing advertising bollards and structures), it will first give the Service Provider a first right of refusal to install, display, procure and sell that advertising. The Parties agree that the first right of refusal will not apply:
 - (i) to any banners or flags including banners or flags on Smartpoles®;
 - (ii) to any advertising installed and displayed on any short-term temporary structures;
 - (iii) to any advertising installed and displayed on the light rail system infrastructure operated by Transport for NSW;
 - (iv) to any advertising that relates to any special event (or sponsors of a special event) which is displayed in advance of or during that special event; or
 - (v) any advertising that is installed or displayed on street furniture by a third party who was not engaged by the City to install or display that advertising.
- (c) If the Service Provider does not exercise its first right of refusal to display, procure and sell the advertising mentioned in clause 68(b) above and the City then offers that opportunity to one or more third parties (including, without limitation, as part of a tender process), the Service Provider shall have the right to participate in, and the City must include the Service Provider in, any such process and all related discussions such that the Service Provider has an equal opportunity to participate in the offer as all participating third parties.
- (d) During any process the subject of clause 68(c) above, the City must not disclose the terms of any offer made by the Service Provider to any other participating third parties.
- (e) If, at the end of any process the subject of clause 68(c) above, the Service Provider has made an offer that is at least equivalent to the best offer made by any participating third party, the City must accept the Service Provider's offer and award the Service Provider the contract to install, display, procure or sell the relevant advertising on the terms of that offer.

69 Placement of Advertising on Street Furniture.

69.1 Service Provider must make space available for Advertising

- (a) The Service Provider must make available space on the Street Furniture for the display of Advertising as required by the City.
- (b) The Advertising must only be displayed on:
 - (i) an Advertising Display affixed to an Advertising Panel which is attached to or forms part of the Street Furniture; and
 - (ii) such other parts of the Street Furniture as is approved by the City from time to time in writing.
- (c) The Advertising must not obscure any City notices or branding attached to the Street Furniture or obstruct pedestrian movement or disabled access to the Street Furniture or City or third party owned structures or vehicles.
- (d) The Service Provider must provide the Outdoor Media Services in accordance with the Service Levels.

69.2 Installation and de-installation of Advertising

When installing or de-installing any Advertising Display, Community Displays or Advertising, the Service Provider must:

- (a) perform the relevant works:
 - (i) safely;
 - (ii) in a manner that minimises any disruption to the persons using and the businesses that occupy the relevant area; and
 - (iii) at times of the day which will minimise interference with the persons using and the businesses occupying the relevant area; and
- (b) remove and correctly dispose of all waste, wrappings and packaging used in connection with the installation or de-installation of the Advertising Display, Community Displays or Advertising.

70 Service Provider must manage the Advertising displayed on the Street Furniture

70.1 Service Provider must manage the Advertising

- (a) The Service Provider must:
 - (i) market and promote the use of the Street Furniture for the display of Advertising in a way that is designed to maximise the Advertising Sales (but subject always to compliance with this Agreement);
 - (ii) take bookings for the use of the advertising space and contracting with third parties who wish to display Advertising on the Street Furniture;
 - (iii) check and verify the Advertising Content and placement complies with the requirements of this Agreement;
 - (iv) collect the Advertising Sales; and
 - (v) do all such other things as are required to or incidental to the efficient management and administration of the commercial use of the Street Furniture for the display of Advertising.

- (b) The Service Provider must not contract with third parties to display Advertising on Street Furniture where the term of that arrangement extends beyond the Initial Term Expiry Date or the Renewal Period Expiry Date (if applicable), unless it obtains the City's written approval to do so.

70.2 Advertising Content must be current

- (a) The Service Provider must ensure that the Advertising Content attached and displayed on the Street Furniture is current and up to date.
- (b) The Service Provider must promptly remove any Advertising Content that refers to any event that has finished, to any period that has elapsed, or to any offer or arrangement to which the Advertising Content relates that has ceased to be available, in each case within 5 Business Days of such occurrence.

70.3 Advertising Content

- (a) The Service Provider must ensure that all Advertising Content:
 - (i) complies with all Laws;
 - (ii) complies with any industry codes relevant to the advertising industry, including any codes published by Ad Standards Limited or the OMA;
 - (iii) complies with all industry codes, standards and other regulatory requirements applicable to the products and services which are the subject of the Advertising Content, including:
 - (A) the applicable codes and published by the Australian Association of National Advertisers (**AANA**), as amended and replaced;
 - (B) in the case of telecommunications products and services, the "Telecommunications Consumer Protections Code" C628:2015 published by Communications Alliance Ltd, as amended and replaced;
 - (C) in the case of motor vehicles, the Voluntary Code of Practice for Motor Vehicle Advertising published by the Federal Chamber of Automotive Industries, as amended and replaced; and
 - (D) in the case of therapeutic goods, the Therapeutic Goods Advertising Code 2007 as established under the *Therapeutic Goods Act 1989* (Cth), as amended and replaced; and
 - (iv) does not contain Prohibited Material.
- (b) For the purposes of clause 70.3(a)(iv), **Prohibited Material** means any content that:
 - (i) infringes any Intellectual Property Rights or moral rights of any person, including the City;
 - (ii) resembles or is capable of confusion with directional or informational signs either by shape, size or colour;
 - (iii) adversely comments on, mocks or denigrates the City or its activities;
 - (iv) poses a risk to public safety;
 - (v) is inconsistent with law enforcement operations, safety and security signage or public safety or security arrangements or plans which are relevant to the applicable location; or
 - (vi) breaches any other reasonable requirement notified by the City to the Service Provider from time to time.

70.4 Right of City to require the removal of Advertising

The City may direct the Service Provider to remove any Advertising from the Street Furniture which breaches the requirements of this Agreement. The Service Provider must comply with the direction within 24 hours of it being issued by the City. The Service Provider must bear all costs related to any such removal.

70.5 Removal of damaged Advertising

- (a) The Service Provider must promptly remove and replace Advertising on the Street Furniture if such Advertising:
 - (i) has been damaged (whether by vandalism, graffiti, accident, weather conditions or any other cause); or
 - (ii) is, in the City's sole opinion, no longer in a condition (or of a standard) that is suitable for continued display on the Street Furniture.
- (b) The Service Provider must bear all costs related to the removal and replacement of Advertising under clause 70.5.
- (c) The removal and replacement of Advertising under clause 70.5(a) must be completed within 24 hours of the Service Provider first becoming aware of the need to remove and replace such Advertising (whether by notice from the City or otherwise).

70.6 City Advertising

- (a) The Service Provider must ensure that at no cost to the City
 - (i) 7.5% of all advertising display time (evenly allocated throughout every hour of every day) on each individual Digital Advertising Display (excluding the QMS Reserved Advertising Displays); and
 - (ii) 100% of all advertising display time on the City Reserved Advertising Displays, the location of which can be changed by agreement between the City and the Service Provider at a frequency to be agreed between the parties, but initially set at once every 12 months, in accordance with the process set out in Schedule B14,

is reserved for the City to advertise public information, community messages and promotion of City events, campaigns and initiatives, and special events occurring in the COSLGA from time to time. The Service Provider acknowledges and agrees that the City may display the names, logos, branding and product images of a third party in connection with the advertising permitted by this clause. Examples of the type of advertising permitted are contained in Schedule B16. Any reserved Advertising Displays and advertising display time notified as not required by the City may be used by the Service Provider to display other Advertising (and the City will be entitled to the Advertising Sales Share in respect of such Advertising). The City must not transfer or sell its advertising allowance under this clause 70.6(a) to any third party.
- (b) The City will pay for any Advertising it requests in addition to the percentage reserved in clause 70.6(a) in accordance with the lower of the rates set out in the Advertising Fees Schedule and the most favourable rates then offered by the Service Provider to its customers.
- (c) In the event of an emergency, the City may direct the Service Provider to display Advertising for emergency purposes at no cost to the City.
- (d) The City will provide the Advertising Content for Advertising under this clause 70 to the Service Provider. The City will pay for the production and installation costs of the Advertising in accordance with the Advertising Fees Schedule.
- (e) The City will ensure that each name, logo, branding or product image (other than those of a government or not-for-profit entity) contained in any City advertising will be limited

to no more than 5% of the size of the Advertising Display per name, logo, branding or product image. In the event the City intends to display the name, logo, branding or product image of a for-profit entity, it will promptly inform QMS of such an arrangement.

70.7 Community Displays

The Service Provider acknowledges and agrees that the City will have the exclusive use of all Community Displays to advertise public information, community messages and promotion of City events, campaigns and initiatives, and special events occurring in the COSLGA. The Service Provider acknowledges and agrees that the City may display the names, logos, branding and product images of a third party in connection with the advertising permitted by this clause. Examples of the type of advertising permitted are contained in Schedule B16. The City will ensure that each name, logo, branding or product image (other than those of a government or not-for-profit entity) contained in any City advertising will be limited to no more than 5% of the size of the Advertising Display per name, logo, branding or product image. In the event the City intends to display the name, logo, branding or product image of a for-profit entity, it will promptly inform QMS of such an arrangement.

71 Payments by Service Provider to the City

71.1 Service Provider to make payments

The Service Provider must pay the City the amounts detailed in, and determined and payable in accordance with, the Advertising Fees Schedule.

71.2 Recipient Created Tax Invoices

The City consents to the Service Provider creating recipient created tax invoices (**RCTI**) in respect of amounts payable by the Service Provider to the City in respect of the Advertising. The City may withdraw its consent at any time by giving the Service Provider 10 Business Days' notice. The Service Provider must ensure that each RCTI is accurate and complies with the requirements of all applicable Laws.

71.3 Advertising Sales collection

The Service Provider must use reasonable efforts to collect Advertising Sales not later than the due date for payment with a view to maximizing Advertising Sales and ensuring consistent and full payment to the City of the Advertising Sales Share.

72 Costs and expenses

Except as otherwise stated in this Agreement, the Service Provider must bear all costs and expenses associated with providing and undertaking the Outdoor Media Services including all service costs applicable to the consumption of any utility services used in connection with the Advertising.

73 Advertising Sales

73.1 General obligation

The Service Provider must use its best endeavours to maximise Advertising Sales generated during the Term.

73.2 No liability

The City will not be liable to the Service Provider or any of its clients for any loss or damage suffered or incurred, including any reduction of the Advertising Sales, as a result of or in connection with any lawful act of the City in connection with the performance of this Agreement

including as a result of any direction given by the City to remove or relocate any Street Furniture.

73.3 Change in Law

In the event of a change in Law or change in the City's Policies that prohibits or restricts a particular category, content or type of Advertising, the Service Provider may request a reduction in the Advertising Sales Share (as applicable). The City will act reasonably to consider the Service Provider's request.

73.4 Charges to advertisers

The charges levied on customers by the Service Provider for the display of Advertising on Advertising Panels must be negotiated on a commercial arm's length bona fide basis and must be consistent with prevailing market rates. The charges levied for the display of Advertising on Advertising Panels for a customer must not be discounted or reduced to reflect any other services or products outside the context of this Agreement supplied by the Service Provider to that customer (or vice versa) or to cross subsidise the price charged by the Service Provider for any other services or products outside the context of this Agreement supplied by the Service Provider to that customer.

73.5 Advertising Sales Records

The Service Provider must keep accurate Advertising Sales Records in a form that complies with Australian Accounting Standards.

73.6 Reporting on Advertising Sales

- (a) Within 20 Business Days after the end of each Quarter, the Service Provider must give the City a written statement for the Quarter which provides the following information:
 - (i) the actual Advertising Sales received for each month during the Quarter as a sum total, totals for each individual Advertising Panel and the totals by type of Advertising Panel (static and non-static);
 - (ii) the actual Advertising Sales received during the Transition-In Period and each Contract Year to date as a sum total, totals for each individual Advertising Panel and the totals by type of Advertising Panel (static and non-static);
 - (iii) the actual Advertising Sales Share payable to the City for the applicable period nominated by the City (as varied from time to time); and
 - (iv) any other information reasonably required by the City.
- (b) The Service Provider must also comply with its reporting obligations under clause 25.3.

74 Reporting

The Service Provider will provide the following types of reports, in such electronic format as specified by the City, on a monthly basis within 10 Business Days of the expiry of each month:

- (a) the number of Advertising Displays on which Advertising is currently installed broken down into static and non-static Advertising Displays;
- (b) the occupancy rate as a percentage of current Advertising displayed on the total available Advertising Displays for each Advertising Panel (excluding the City's Advertising installed pursuant to clause 70.6);
 - (bb) with respect to the each individual Advertising Display on which advertising is displayed for the City pursuant to clause 70.6:
 - (i) the location of each Advertising Display on which the City's advertising was displayed in that month;

- (ii) the total number of minutes that the City's advertising was planned to be displayed on each individual per Advertising Display in that month; and
- (iii) the total number of minutes that the City's advertising was actually displayed on each individual Advertising Display in that month;
 - (c) a comparison of the occupancy rate in clause 74(b) as a percentage of all Advertising that has been installed by the Service Provider on its other assets in Sydney;
- (d) a summary of the major advertisers that displayed Advertising on the Advertising Displays; and
- (e) any other information reasonably required by the City.

75 Consequences of termination for Outdoor Media Services

75.1 Consequences of termination

If this Agreement expires or if this Agreement or the Outdoor Media Services are terminated for any reason then, without limiting any other rights or remedies of the City under this Agreement or otherwise, the Service Provider must:

- (a) immediately cease promoting the use of the Street Furniture for the display of Advertising but continue to display Advertising until the Advertising Display, Community Displays and Advertising Panel are removed; and
- (b) at the Service Provider's sole cost, remove all Advertising at the same time the Advertising Display, Community Displays and Advertising Panel are removed and comply with all requirements or guidelines the City may have in relation to the make good and restoration of the Street Furniture to which it was attached and/or the Service Area (as applicable).

75.2 The City's directions

If the Service Provider fails to comply with clause 75.1, the City may:

- (a) remove or sell any such items that failed to be removed; and
- (b) recover all costs associated with the removal, sale or restoration from the Service Provider.

Schedule A1

Details

ITEM	TERM	DESCRIPTION	
1	Start Date	The date set out at the front of this Agreement	
2	Service Provider's Representative	Name: [REDACTED] Address: [REDACTED] Email: [REDACTED]	
3	Contract Manager	Name: [REDACTED] Address: Town Hall House, 456 Kent Street, SYDNEY NSW 2000 Email: [REDACTED]	
4	Key Personnel	Name Names for each role to be advised by Service Provider after the Start Date	Role General Manager, Street Furniture Development Manager Operations Manager
5	Insurance	Insurance type	Insured amount
		Products liability	\$50,000,000
		Public liability	\$50,000,000
		Professional indemnity	\$10,000,000
6	Performance Bond	\$2 million	

Schedule A2

General Objectives for all Services

- (a) Secure a high level of amenity for residents, visitors and businesses across the City of Sydney area which addresses resident, visitor and business priorities including safety, security, visibility, cleanliness, convenience, interconnectivity and environmental sustainability.
- (b) Achieve value for money in the performance of the Services by the Service Provider.
- (c) The City receives the highest standard of service delivery and customer satisfaction in the performance of the Services by the Service Provider.
- (d) All assets used to provide the Services are properly maintained and are able to reliably support the requirements for each Service.
- (e) The City receives efficient and effective Services that optimise the allocation of the City's financial resources.
- (f) The amenities and assets are able to accommodate improvements in technology.
- (g) The City gains access to accurate up-to-date and analysable electronic data where that data is available from ordinary operations of the Service Provider to support the management of relevant assets and the development of forecasts by the City of operational and capital expenditure.
- (h) Ensure the Services and the assets used to provide them meet at all times the highest standards of statutory compliance and health and safety standards.

Schedule A3

General Obligations for all Services**1 Standard of Performance**

The Service Provider must at all times ensure that the Services are performed:

- (a) in a highly professional and ethical manner and with the level of due care and skill which may be expected of a professional organisation experienced in performing services of the type and complexity of the Services;
- (b) in a manner which is safe and which does not expose any person to risk of injury or any property to any risk of damage or destruction;
- (c) so that the Services are fit for the purposes for which services of that type are commonly acquired and any other purposes which have been notified to the Service Provider by the City provided that a purpose notified to the Service Provider after the date of this Agreement shall not require the Service Provider to incur any material additional cost or expense;
- (d) in accordance with and in order to achieve the City's Objectives; and
- (e) so that the Services meet or exceed the Service Levels.

2 Performance

The Service Provider must, and must ensure every Subcontractor:

- (a) does all acts, matters and things that may be necessary for (and incidental to) the proper and efficient performance of the Services; and
- (b) supplies everything necessary and maintain appropriate resources (including Personnel and Materials) for the performance of the Services under this Agreement.

3 Behaviour and conduct

The Service Provider must ensure that it and its Personnel do not engage in any conduct that:

- (a) will, or is likely to, harm the City or its name, reputation or services; or
- (b) may bring the Service Provider or the City into disrepute, scandal or ridicule.

4 Tools and equipment

The Service Provider must ensure that all equipment and tools used in the performance of the Services are:

- (a) used in the proper manner;
- (b) used for the purposes for which they are designed;
- (c) used in accordance with the manufacturer's and supplier's directions; and
- (d) are maintained in good and safe working condition.

5 Minimising disruption

The Service Provider must, and must ensure every Subcontractor:

- (a) performs the Services in a way that causes as little disruption as reasonably possible to the usual activities of the City, the City's Personnel and the residents, businesses and visitors to the City of Sydney; and
- (b) complies with any instructions or directions given by the City from time to time relating to minimising disruption.

6 Co-operation

The Service Provider must, and must ensure every Subcontractor:

- (a) cooperates with the City's Personnel in the performance of the Services;
- (b) performs all obligations and responsibilities under this Agreement in good faith and in a manner that seeks to maximise the value of the Services to the City;
- (c) follows any directions given by the City or authorised City Personnel;
- (d) takes all necessary and reasonable steps to ensure the security of the Service Areas is maintained; and
- (e) attends any inspections of the Service Areas and the Street Furniture with the City at the City's request.

7 Information

The Service Provider must keep the City fully and accurately informed of all material matters relevant to the performance of the Services.

8 Security and safety

The Service Provider must, and must ensure every Subcontractor follows and complies with any directions given by the City, authorised City Personnel and emergency services personnel relating to preserving safety and security.

9 Vehicles

The Service Provider must ensure that:

- (a) all vehicles used to perform the Services are parked in such a way that access to and use of footpaths and roads is not blocked or unreasonably impeded, except where absolutely necessary and where approved in advance by the City;
- (b) all vehicles used to perform the Services are kept clean, of a presentable appearance, free of large scratches, any form of leaks, maintained in good repair and to the satisfaction of the City;

- (c) all plant, vehicles and equipment used to perform the Services utilise, where reasonable, the latest technology available to limit emissions generated. Over the term of performing the Services, the Service Provider shall consider innovations in approach to continually look to reduce emissions generated in performing the Services;
- (d) all vehicles used to perform the Services will display the name of the Service Provider, along with a contact number for any enquiries; and
- (e) all vehicles used to perform the Services must be clearly numbered and the cab and/or body of each vehicle must be professionally decorated as required and approved by the City. The proposed vehicle(s) signage design must be approved by the City before any Services are performed. Signage may include a requirement that the City's logo and words to the effect that the Service Provider is a Service Provider to the City and where the Service Provider operates the vehicle for other customers, this signage must be removed while not performing the Services.

10 Improvements

The Service Provider must, and must ensure every Subcontractor uses its best endeavours to identify:

- (a) possible improvements to the Services, the City's processes relative to the Street Furniture or any matter connected to this Agreement; and
- (b) possible costs savings to the City in relation to the performance of the Services.

Schedule A4

WHS Management System

- (a) The WHS Management System must require:
- (i) that any premises controlled by the Service Provider, where any persons are performing work, are safe and without risks to health;
 - (ii) that any plant or substance provided for use by any persons performing work are safe and without risks to health when properly used;
 - (iii) that systems of work, including the working environment, are safe and without risks to health;
 - (iv) such information, instruction, training and supervision is provided to ensure health and safety in the provision of the Services;
 - (v) adequate facilities for persons performing the Services;
 - (vi) work health and safety policies and procedures which provide any persons performing work, with information, instruction, training and supervision as required as to those policies and procedures and their duties and obligations in relation to work health and safety;
 - (vii) persons performing work, with information, instruction training and supervision in relation to changes and amendments to the work health and safety policies and procedures and their duties;
 - (viii) that any subcontractors comply with and implement their own Work Health and Safety Management System;
 - (ix) that any subcontractor's Work Health and Safety Management System is kept up to date with developments in work health and safety including legislation changes, new guidelines and codes and amendments to guidelines and codes; and
 - (x) compliance with any legislative requirements.
- (b) The WHS Management System will specify:
- (i) the Service Provider's assessment of all risks, including hazard identification, arising from its performance of its obligations under this Agreement;
 - (ii) the Service Provider's work health and safety risk assessment and risk management procedures;
 - (iii) the Service Provider's work health and safety policy and objectives;
 - (iv) the Service Provider's work health and safety procedures and action plans;
 - (v) the Service Provider's organisational structure and allocation of responsibilities, accountability and resources in relation to work health and safety;
 - (vi) safe work methods statements;
 - (vii) the Service Provider's work health and safety information, instruction, training, supervision and induction of all persons performing the Services;
 - (viii) the Service Provider's work health and safety auditing and inspection procedures;
 - (ix) the Service Provider's work health and safety consultation procedures;
 - (x) the Service Provider's work health and safety Incident reporting procedures;
 - (xi) the Service Provider's work health and safety legal obligations, licences and other requirements necessary to perform the Services;

- (xii) the Service Provider's work health and safety review of risk assessments and control measures and review of the WHS Management System more generally;
- (xiii) the Service Provider's work health and safety performance monitoring procedures;
- (xiv) the procedures the Service Provider will use to collect and analyse work health and safety data and records; and
- (xv) the Service Provider's emergency procedures and provision for medical and first aid treatment.

Schedule A5

Environmental Management System

- (a) The Service Provider's Environmental Management System must require:
- (i) any premises controlled by the Service Provider, where any persons are performing work, are managed to minimise environmental impacts;
 - (ii) any plant or substance provided for use in performing work is chosen on the basis of a sustainable procurement policy and will minimise environmental risk when properly used;
 - (iii) that systems of work, including the working environment, are operated with environmental risks minimised;
 - (iv) such information, instruction, training and supervision necessary to ensure high standards of environmental performance in the provision of the Services;
 - (v) adequate facilities for persons performing the Services;
 - (vi) environmental policies and procedures that will provide any persons performing work, with information, instruction, training and supervision as required as to those policies and procedures and their duties and obligations in relation to the environment;
 - (vii) any persons performing work, with information, instruction training and supervision in relation to changes and amendments to the environmental policies and procedures and their duties;
 - (viii) any sub-contractors comply with and implement their own Environmental Management System;
 - (ix) any subcontractor's Environmental Management System is kept up to date with developments in environmental management including legislation changes, new guidelines and codes and amendments to guidelines and codes; and
 - (x) compliance with any legislative requirements.
- (b) The Environmental Management System will specify:
- (i) the Service Provider's environmental policy and objectives;
 - (ii) the Service Provider's environmental procedures and action plans;
 - (iii) the Service Provider's organisational structure and allocation of responsibilities, accountability and resources in relation to environmental management;
 - (iv) work methods statements for environmental management;
 - (v) the Service Provider's assessment of all risks, including hazard identification, arising from its performance of its obligations under this Agreement;
 - (vi) the Service Provider's environmental risk assessment and risk management procedures;
 - (vii) the Service Provider's environmental information, instruction, training, supervision and induction of all persons performing the Services;
 - (viii) the Service Provider's environmental auditing and inspection procedures;
 - (ix) the Service Provider's environmental consultation procedures;
 - (x) the Service Provider's environmental incident reporting procedures;
 - (xi) the Service Provider's environmental legal obligations, licences and other requirements necessary to perform the Services;

- (xii) the Service Provider's environmental review of risk assessments and control measures and review of the Environmental Management System more generally;
- (xiii) the Service Provider's environmental performance monitoring procedures;
- (xiv) the procedures the Service Provider will use to collect and analyse environmental data and records; and
- (xv) the Service Provider's emergency procedures.

Schedule A6

Quality Management

- (a) The Service Provider's Quality Management System must require:
- (i) any Services performed by the Service Provider, are to the standards and service levels set;
 - (ii) information, instruction, training and supervision is provided to ensure quality outcomes in the provision of the Services;
 - (iii) adequate facilities for persons performing the Services;
 - (iv) quality policies and procedures are provide to any persons performing work, with information, instruction, training and supervision as required as to those policies and procedures and their duties and obligations in relation to quality management;
 - (v) any persons performing work, to be provided with information, instruction training and supervision in relation to changes and amendments to the quality policies and procedures and their duties;
 - (vi) that any subcontractors comply with and implement their own Quality Management System;
 - (vii) that any subcontractor's Quality Management System is kept up to date with developments in quality management including legislation changes, new guidelines and codes and amendments to guidelines and codes; and
 - (viii) compliance with any legislative requirements.
- (b) The Quality Management System will specify:
- (i) the Service Provider's quality assurance philosophies
 - (ii) the Service Provider's continuous improvement philosophies, policies and procedures;
 - (iii) how the Quality Plan will be implemented, reviewed and maintained;
 - (iv) the Service Provider's quality policy and objectives;
 - (v) the Service Provider's quality procedures and action plans;
 - (vi) the Service Provider's organisational structure and allocation of responsibilities, accountability and resources in relation to quality management;
 - (vii) the Service Provider's quality work method statements;
 - (viii) the Service Provider's approach to the assessment of all risks, arising from its performance of its obligations under this Agreement;
 - (ix) the Service Provider's quality management information, instruction, training, supervision and induction of all persons performing the Services;
 - (x) the Service Provider's quality auditing and inspection procedures;
 - (xi) the Service Provider's quality consultation procedures;
 - (xii) the Service Provider's quality management reporting procedures;
 - (xiii) the Service Provider's quality performance monitoring procedures;
 - (xiv) the Service Provider's approach to managing community enquiries to for rectification of complaints; and

- (xv) the Service Provider's quality data management procedures, including the collection and analysis of quality data and records.

Schedule A7

Asset Management System**1 Asset Management System**

The City records asset management information for all infrastructure relating to assets the City owns or has an interest in. This data includes an asset register, valuation, customer service, condition survey and maintenance management records.

The Service Provider will implement its own Asset Management System to manage their resources and record activity on the assets, including all Street Furniture, Advertising and Equipment.

2 Web-Based Access Portal

During the Term and any Transition-Out Period, the Service Provider must provide a web and mobile based online access portal to its Asset Management System (**Portal**) that includes to the following features:

- (a) a secure login facility for the City's authorised Personnel
- (b) be available and monitored 24 hours a day, every day of the year;
- (c) report live on the status of any Street Furniture item, particularly where it cannot be used for its intended purpose for a period of greater than 5 minutes, and for what reason. Any such records of outages shall be retained and reported;
- (d) Service data that is accessible in real time through online login;
- (e) a full inventory of all Street Furniture, Advertising and Equipment, including Asset Number, Location Number, photo of current asset, asset type, capital costs, operation and maintenance costs and current status;
- (f) a record of all superseded inventory information;
- (g) a full history of the operation and maintenance services for each Street Furniture items, including the time and GPS location of the services performed;
- (h) map based service information;
- (i) search function, which has the ability to search Service information by street, Asset type, service type and any other functions that are relevant to the City to use the data captured by the Asset Management System;
- (j) report function, which has the ability to generate standard reports as requested by the City; and
- (k) show full history of damage recorded for each Street Furniture, Advertising and Equipment including colour photographs of the damage and appearance following repair.

3 Interface

The interface to the Asset Management System (**Interface**) must be developed in a way to:

- (a) allow the Service Provider to transfer data from the Asset Management System to the City's asset management system as close to real time as possible up to a maximum of one-hour intervals; and
- (b) accept instructions from the City's asset management system to the Service Provider's Asset Management System.

4 Existing Data

The Asset Management System must integrate the existing data from the City and be capable of adding data to the system that will ensure continuity of data between the City's existing records and the Asset Management System. The existing data from the City may include such information as:

- (a) the City's asset records; and
- (b) related customer enquiry information.

5 Field Service Data Collection

The Service Provider shall record service information for each Street Furniture, Advertising Display, Community Displays and Equipment item including, but not limited to the following:

- (a) details of each Service having actually been provided, whether it is regular operations, reactive works or capital works. This shall include the Asset number, location number, time, location and activities undertaken.
- (b) service issues for each Street Furniture, Advertising Display, Community Displays and Equipment item including, but not limited to, the following data and photo records:
 - (i) damaged/broken assets; and
 - (ii) vandalism.

Whilst performing the recording of field service data, the Service Provider shall report service issues with the City's assets in the vicinity of the Street Furniture, Advertising and Equipment item, including graffiti, illegal dumps, safety hazards, weeds, litter and vandalism.

6 Data Integrity and Innovation

The Service Provider must ensure that all data collected in connection with the Asset Management System is of the highest standard and must be managed based on the industry standards for such data type. The Service Provider must ensure the following:

- (a) quality of data collected is maintained to the highest standard so as to ensure that the data is stored and is accessible to the City at all times in the format required by the City;
- (b) data is stored on industry standard secure server with back up to protect the loss of data;
- (c) the Asset Management System is kept up to date throughout the Term to ensure all functionalities are current and compatible with the changes in the industry software and hardware;
- (d) ensure that there are sufficient flexibilities in the Asset Management System to allow for innovation;
- (e) ensure that the Asset Management System is able to expand to meet new asset and service where agreed;
- (f) ensure that data can be transferred in a systematic manner in industry standard formats; and
- (g) breakdowns in the Asset Management System are managed promptly without loss of any data and functionality.

7 Data Accessibility

All data collected in connection with the Asset Management System must be accessible to the City at all times during the Term and beyond where required. The Service Provider must ensure that:

- (a) all data collected in connection with the Asset Management System is accessible to the City at all times through the Portal and in the format reasonably agreed upon by the City;
- (b) the data can be manipulated to produce special reports that have been notified to the Service Provider if and when required by the City;
- (c) at the expiry or termination of this Agreement, the data collected in connection with the Asset Management System throughout the Term is transferred to the City in the format agreed upon by the City; and
- (d) at the expiry or termination of this Agreement, the Service Provider must continue to allow the City to use the information through the Portal for a period of up to 6 months from the expiry or termination of this Agreement and any Transition-Out Period. The City must ensure that the Portal will only be used by City Personnel during this period.

8 Not used

9 Asset Condition Rating

The City has standardised the approach to the assessment of the condition of all Street Furniture, Advertising and Equipment items. Following is the condition rating system that shall be used throughout the Term with the Asset Management System:

- (a) Condition 1 – New - In very high quality condition free of blemishes, scratches, paint chips, corrosion and functions to a high standard.
- (b) Condition 2 – Good - limited surface scratches evident, gloss appearance to paint, few very minor paint chips, no form of corrosion, tight fixings, minor marks to timber, timbers finished well, all equipment functions reliably as per design.
- (c) Condition 3 – Average – Surfaces scratched, paintwork finish has deteriorated, early signs of corrosion, heavily marked timbers, or equipment need reactive repairs to stay in operation.
- (d) Condition 4 – Very Poor – Still functions but is unreliable, extensively damaged, has signs of corrosion, large blemishes or with minor damage.
- (e) Condition 5 – Requires removal – Cannot be used, or not fit for purpose or hazardous.

10 Data Specification

The Asset Management System must capture data (including data types and frequency) as listed below. The Service Provider is responsible for the currency of all the following data.

10.1 Asset Register Data

- (a) Street Furniture Location

This table will be used to record all attributes related to a specific location

Name	Type	Comment
Location ID	CHAR (10)	All Street Furniture and Advertising are linked to a fixed location
Address	CHAR (2000)	Textual Location or address
Easting	DECIMAL(10.2)	MGA Zone 56
Northing	DECIMAL(10.2)	MGA Zone 56
Planning Approval	CHAR (10)	City Consent Number
Power Supply Type	CODE(4)	Special Small Service/Metered/None
Power Supply Capacity	CODE(4)	10A/32A/64A
Power Supply ID	CHAR (10)	Energy Authority Small Service or Meter reference in billing
Water Supply Type	CODE(4)	Sydney Water/City/None
Water Supply ID	CHAR (10)	Water Meter reference in billing
Sewer Supply Type	CODE(4)	Sydney Water/City/None
Sewer Supply ID	CHAR (10)	Sewer Connection reference in billing
Communication Type	CODE(4)	Fibre/Wireless/Copper
Communication ID	CHAR (10)	Connection reference in billing
Tenant Contact Name	CHAR (10)	Primary contact for kiosk tenant

Tenant Contact Number	CHAR (10)	Kiosk Tenant Phone Number
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(b) Street Furniture

Name	Type	Comment
Street Furniture Asset ID	CHAR (10)	As shown on label on the Street Furniture
Type	CODE(4)	Shelter/ Kiosk/ Bin/ Toilet/ Seat/ Bin
Location ID	CHAR (2000)	Links to Location Table
Status	CODE(4)	Manufacture/To Install/Operating/Not Operating/Storage/Disposed
Design Suite	CODE(4)	Sydney Suite/Other
Supply Date	DATE/TIME	
Installation Date	DATE/TIME	
WiFi Enabled	CODE(4)	No/Free/City Funded
WiFi Provider	CODE(4)	Carrier Name
Finish Type	CODE(4)	Village/ CBD Zone
Surface Material	CHAR(2000)	Granite/ Asphalt/ Concrete/ Grass/ Masonry Pavers/ Garden Bed/ Other
Owner	CODE(4)	Service Provider / City
Solar Enabled	CODE(4)	Yes/No
Distance to Boundary	DECIMAL(10.2)	Metres
Distance to Face of Kerb	DECIMAL(10.2)	Metres
Footway Width	DECIMAL(10.2)	Metres
Condition	CODE(4)	Between 1 to 5, to one decimal place and to the City's Condition Assessment Criteria
Condition Survey Date	DATE/TIME	Date of Last Condition Survey
Replacement Cost	DOLLAR	Data maintained/ updated by the City
Written Down Value	DOLLAR	Data maintained/ updated by the City
Asset Photo	BLOB or Image	Initially two photos (one for context and location and 1 for detail), further photos when damaged, repaired, modules change, switchboard and when condition assessment held

(c) Street Furniture Elements

This table will be used to record all elements to the primary Street Furniture

Name	Type	Comment
Street Furniture Element ID	CHAR (10)	
Street Furniture Asset ID	CHAR (10)	To link to a primary Street Furniture
Element Type	CODE(4)	Module A/Module B/Module C/Phone/Smart City Module/Charging Point/Meter Box/Mobile Data/WiFi
Status	CODE(4)	Manufacture/To Install/Operating/Not Operating/Storage/Disposed
Design Suite	CODE(4)	Sydney Suite/Other
Supply Date	DATE/TIME	
Installation Date	DATE/TIME	
Finish Type	CODE(4)	Village/ CBD Zone
Owner	CODE(4)	Service Provider / City / Carrier /
Condition	CODE(4)	Between 1 to 5, to one decimal place and to the City's Condition Assessment Criteria
Condition Survey Date	DATE/TIME	Date of Last Condition Survey
Replacement Cost	DOLLAR	Data maintained/ updated by the City
Written Down Value	DOLLAR	Data maintained/ updated by the City

(d) Advertising

Name	Type	Comment
Advertising Asset ID	CHAR (10)	
Location ID	CHAR (10)	
Type	CODE(4)	Scrolling / Digital /Static
Status	CODE(4)	Manufacture/To Install/Operating/Not Operating/Storage/Disposed
Design Suite	CODE(4)	Sydney Suite/Other
Supply Date	DATE/TIME	
Installation Date	DATE/TIME	
Finish Type	CODE(4)	Village/ CBD Zone

10.2 Jobs

The Service Provider must record all jobs undertaken on a Street Furniture and Advertising item except routine operational activities (cleaning, replacing Advertising and inspections).

Name	Type	Comment
Street Furniture Asset ID	CHAR (10)	As per Asset Register table above
Job ID	CHAR (10)	
Job Reason	CODE (4)	Emergency/ Vandalism/ Proactive Maintenance/ Reactive Maintenance/ Asset Change
Job Type	CODE (4)	Replace Part/ Repair Part/ Paint-Stain/
Job Start	DATE/TIME	
Job End	DATE/TIME	
Time Frame Required	DATE/TIME	
Job Comments	CHAR(2000)	
Description	CHAR(2000)	
Priority	CODE(4)	
Enquiry Log Number	CHAR (10)	Customer Enquiry Number
Job Request ID	CHAR (10)	

The Service Provider must separately supply the City with details of any maintenance activity if it extends or maintains the design life of any Street Furniture item within the Agreement.

10.3 Customer Requests

Customer requests will be sent to the Service Provider automatically from the City's asset management system. Data given to the Service Provider will include (but is not limited to):

Name
Enquiry Log Number
Service Name
Subject Code
Subject Name
Enquiry Description
Enquiry Location
Enquiry Status Code
Enquiry Status Name
Assigned Officer Code
Assigned Officer Name
Assigned Officer Phone
Status Log Notes
Status Follow Up Time
Logged Time
Log Effective Time
Enquiry X
Enquiry Y
Site Code
Site Name
Site Locality Name
Site Town Name
Site County Name
Site Class Code
Site Class Name
CentralAssetId

Contact Name
Contact Phone
Contact Alt Phone
Contact Fax
Contact Email
Enquiry Reference
Enquiry ClassCode
Enquiry Class Name
Job Number
Job Start Date
Job End Date
Address Reference
Logged By User Name
Logged By UserId
Enq Attrib Type Code
Enq Attrib Value Code
Enq Attrib String Value
Enq Attrib Num Value
Enq Attrib Date Value
Customer Title
Customer Surname
Customer Forename
Customer Phone
Customer Alt Phone
Customer Fax
Customer Email
Customer Secondary Address
Customer Primary Address
Customer Street Desc
Customer Location
Customer Town Name
Customer Country Name
Customer Post Code
Customer Reference
Customer Type Code
Customer Type Name
Point Of Contact Code
Point Of Contact Name
Enquiry Method Code
Enquiry Method Name
Contact Reference
Address Reference
Document Notes

Any updates on the Customer Requests must be transferred back to the City and, contain the data fields below:

Name
Enquiry Log Number
External System Number
External System Reference
Enquiry Status Code
Enquiry Class Code
Logged Time
Assigned Officer Code
Status Log Notes
Status Log Notes
Enquiry Attribute
Enquiry Document
Enquiry Customer
Job ID

10.4 Job Requests

Any jobs that are requested by the City (e.g. installation or additional maintenance request) will be sent via a Job Request. Often Customer Requests will generate a Job and in such circumstances the Service Provider shall add these to the Asset Management System, and ensure the new job record is also established in the City's asset management system.

Data supplied to the Service Provider will include (but is not limited to):

Name
Job Request ID
Site Code
Site Name
Town Name
Plot Number
Street Furniture Asset ID
Asset Location
Area Name
Ward Name
Ward Code
Priority Code
Est Complete Date
Cost Code Code
Budget CostCode
Job Start Date
Job Notes
Job Location
Officer Code
Officer Name
Officer Tel
Job Status Flag
Job Value
Job SeqNumber
Status Code
Locality Name

Customer Code
Customer Ref
Price Factor Code
centralAssetId
Job X
Job Y
Job Status Notes
Parent Job Job Number
Parent Job Contractor
Parent Job Order Number
Job Type Code
Order Item
Feature Attribute
Inventory Update
Reference dBy
Document Link
Job Attribute
Job Risk Assessment
Ext SystemNumber
Ext OrderRef
Ext JobRef
Actual Comp Date
Liability Date
Target Comp Date
Actual Start Date
Job Entry Date
Status Log Effective Date
Job Type Name
Work Type Code
Work Type Name
Enquiry Number
Service Code
Service Name
Subject Code
Subject Name
Defect Number
Defect Type Code
Defect Type Name

Job items
Job ID
Sor Item Code
Original Quantity
Original Item Rate
Original Item Value
Item CostCode
Item Rogue Desc*
Job Item Length
Job Item Width
Job Item Depth
SOR Item Name
SOR Item Full Name

If the requested job is for the commissioning of a new Street Furniture item, the City will supply a new AssetID. The Service Provider will install the Street Furniture and send an update of data to the City's asset management system as outlined in the Asset Register section above.

The required data for any update (or completion) of jobs would include (but is not limited to):

Job Status Update
Job ID
Status code
Log Effective date
Log text
Log time (optional)
Estimated Start date (optional)
Estimated Start time (optional)
Estimated Completion date (optional)
Estimated Completion time (optional)
External System Reference Number (optional)
External Order Reference (optional)
External Job Reference (optional)

On job completion additional data on the work performed would include (but is not limited to):

Job Item Completion Data
Job ID
Item number (optional)
SOR item code
SOR quantity
Length (optional)
Width (optional)
Depth (optional)
Rogue Description

Schedule A8

Key Performance Indicators**1 Key Performance Indicators**

The Key Performance Indicators (**KPI's**) are:

- (a) Lost Time Injury Frequency Rate of Zero (Rolling twelve month average) where the injury is attributable to Service Provider actions;
- (b) nil major environmental incidents or spills;
- (c) nil third party insurance claims of property & vehicle damage or personal injury as a result of Service Provider being proven at fault;
- (d) reduction in CO₂ emissions over the Term; and
- (e) 99% of all Street Furniture items cleaned in accordance with nominated cleaning schedule available for use;
- (f) closing off customer complaints in regards to Service Provider (including its Personnel) behaviour and non-fulfilment of Services within the agreed timeframe set out in the Customer Service Requirements of Key Result Area 2;
- (g) all emergencies responded to within agreed timeframes; and
- (h) all reports and data requirements comply with agreed requirements and are submitted on time.

The parties acknowledge that where multiple Service Levels or KPIs are affected by a single event, only one Service Level or KPI will be deemed not to have been achieved.

The KPI's may be amended from time to time by the City in consultation with the Service Provider. It is the responsibility of the Service Provider to keep records and report on the KPI's.

2 Key Result Areas

KPI's are grouped in the table below into Key Result Areas (**KRA's**).

The KRA's are:

- (a) Sustainable Safe Services;
- (b) Clean & Operating Assets; and
- (c) Effective Contract & Commercial Management.

Schedule A9

Reports

Timing	Reporting Requirements
Daily (Phone)	<ul style="list-style-type: none"> • <u>urgent (within one (1) hour)</u> notifying the City of serious personal injury, environmental incident or damage to property, or any significant interruption to the Services for whatever cause. • <u>immediate (within two (2) hours)</u> notifying the City of any major malfunction of Service Provider's equipment, industrial situations, non-availability of facilities that has the potential to interrupt the Services. • <u>routine (within three (3) hours)</u> notifying the City of other problems that customer service staff may need to respond to customer enquiries.
Weekly	<ul style="list-style-type: none"> • notifying the City of any Service problems, industrial action, serious complaints including complaints about Service Provider work health and safety, and Service deficiencies that have occurred in the past week. • regular reporting notifying the City of other problems, complaints, and service deficiencies that have occurred in the past week, including numbers of requests for cleaning.
Monthly	<ul style="list-style-type: none"> • a summary of the performance of the Service Provider • cleaning performance rates, Street Furniture availability rates • work health and safety reporting requirements • environmental reporting requirements • quality reporting requirement • any other relevant issues relating to the past month's Services • any issues that the Service Provider becomes aware of that may affect Services in future • graphical reports of Service provision over the preceding months, showing trends • the number of Street Furniture repaired and/or replaced during the month • the details and number of new and changed Street Furniture items and Services provided within the month • complaints management • any breach of a local law or the requirements of any Government Agency • non-conformity and non-compliance issues • innovation and continuous improvement initiatives • the number of Street Furniture in storage and replaced • the number & type of complaints received and resolved • any WHS instances, including summary reports on lost time injuries • the results of any audits undertaken • the Service Provider's progress in performing the Services, its achievement of Milestones and its ability to achieve upcoming Milestones or other action items

	<ul style="list-style-type: none"> • the Service Provider's compliance with the Service Levels, including a detailed analysis of the reason and cause of any failure to meet the Service Levels • any relevant issues arising in relation to the cleaning, repair and maintenance of the Street Furniture • any relevant issues arising in relation to the provision of the Outdoor Media Services • a summary of all relevant details of any exclusivity arrangements entered into by the Service Provider, including but not limited to the time period the exclusivity arrangements apply for
Quarterly	<ul style="list-style-type: none"> • the Service Provider's compliance with Service Levels and KPI's, including a detailed analysis of the reason and cause of any failure to meet the Service Levels and KPI's. • Actions taken in relation to innovation and adoption of new emissions reducing technology when it becomes available and is financially viable to adopt.
Annually	<ul style="list-style-type: none"> • WHS Management System update • Environmental Management System update including performance reporting including: <ul style="list-style-type: none"> ○ an externally verified inventory of all greenhouse gas emissions, derived from energy data collected across the organisation and any Service Providers for services provided to the City. ○ Service Provider onsite fuel use (transport and stationary fuel use). ○ This data is to be provided using the City's SMART reporting protocols or in a CSV file. • Quality Management System update • emergency plan update • Asset Management System update • trends in operations annually and over the life of the Agreement • compliance with Service Levels and KPI's • any other issues relevant to the past years' service delivery • any issues of which the Service Provider becomes aware that may affect the service in future • graphical reports of service provision over the preceding 12 months, showing trends • operational difficulties, opportunities for Service improvement • industrial relations and workforce plan/updates • insurances review and update

Schedule A10

Variation Request Form

Variation Request

Variation Request number: [insert]

Date of Request: [insert]

Validity period for Request: [insert]

Originator of Request: [insert]

This is a Variation Request for the purposes of the Street Furniture, Outdoor Media Services Agreement dated [insert] (**Agreement**) between the Council of the City of Sydney (**City**) and [insert name] (**Service Provider**). Terms used in this Request have the meaning provided by the Agreement.

Details of Variation Request:

Reference in Agreement:	[insert]
Details of Proposed Change:	[insert, e.g. Fees: Timeframe: Scope:]
Justification of Proposed Change:	[insert]
Effect of Proposed Change:	[insert]

I certify that all details supplied in this Variation Request are true and correct.
I understand that once approved this Variation Request will form part of the Agreement.
Signed for and on behalf of [insert name] by:

Name and position: _____

Signature: _____

Schedule A11

Performance Bond

National Australia Bank Limited ("Bank")
ABN 12 004 044 937

Bank Guarantee

Guarantee No :
Ref : /

To:

A.C.N./A.R.B.N./ABN

A.C.N./A.R.B.N./ABN

A.C.N./A.R.B.N./ABN

A.C.N./A.R.B.N./ABN

(The Beneficiary)

For:

A.C.N./A.R.B.N./ABN

A.C.N./A.R.B.N./ABN

A.C.N./A.R.B.N./ABN

A.C.N./A.R.B.N./ABN

(The Customer)

Agreement:

Amount: _____ Currency of _____
Amount in words: _____

1. In consideration of the Beneficiary agreeing at the request of the Customer and the Bank to accept this guarantee in connection with the Agreement, the Bank undertakes to pay the Beneficiary an amount or amounts not exceeding the Amount in total.
2. Payment of the Amount or any part or parts of the Amount will be made by the Bank to the Beneficiary:
 - a) upon the Bank receiving at any NAB branch located within Australia while this guarantee remains in force an unconditional written demand from the Beneficiary accompanied by this guarantee; and
 - b) without reference to the Customer; and
 - c) despite any notice given to the Bank by the Customer not to pay to the Beneficiary any moneys payable under this guarantee; and
 - d) irrespective of the performance or non-performance by the Customer or the Beneficiary of the Agreement in any respect; and
 - e) with no obligation on the Bank to enquire as to the performance or non-performance of the Agreement in any respect by the customer or the Beneficiary; and
 - f) with no obligation on the Bank to enquire as to the correctness or validity of any demand pursuant to sub-clause 2(a) of this clause.
 - g) at the Bank's election in cash, bank cheque or funds transfer into the Beneficiary's nominated account.
3. Where a demand and payment is made pursuant to clause 2, for a sum that is less than the Amount, the Bank will issue to the Beneficiary a replacement guarantee for the balance of the Amount then remaining, after such part payment or payments.

4. The Bank's liability under this guarantee is not affected or discharged in any way by any variation of the Agreement or by any extension of time or other forbearance on the part of the Beneficiary or the Customer to the other.
5. The Bank may terminate this guarantee at any time upon payment to the Beneficiary of the Amount or the balance of the Amount remaining after any part payment of the Amount, or such lesser amount as the Beneficiary requires.
6. If two or more persons are named as the Beneficiary, this guarantee takes effect for the benefit of them jointly and a demand under this guarantee by any one or more of them is deemed to be a demand by both or all of them jointly. Payment by the Bank under this guarantee to any one or more of them discharges this guarantee to the extent of the amount so paid.
7. The benefit of this guarantee is not assignable by the Beneficiary.
8. This guarantee continues in force until the earliest of the following events occurs:
 - a) this guarantee is returned to the Bank at any NAB branch located within Australia (other than for a payment in accordance with clause 2(a));
 - b) notification in writing has been received by the Bank at any NAB branch located within Australia from the Beneficiary that this guarantee is no longer required;
 - c) payment is made under clause 2 or 5 to the Beneficiary by the Bank of the whole of the Amount or the balance of the Amount remaining after any part payment or payments of the Amount, or such lesser amount as the Beneficiary requires;
 - d) the close of business on the Termination Date (if any).
9. In the events of clause 8 (b), (c) & (d), the Beneficiary must return this guarantee to the Bank at any NAB branch located within Australia.
10. This guarantee is governed by and is to be construed in accordance with the laws of the place where it is executed by the Bank.

Dated _____
 (day) (month) (year -ccyy)

**Executed on behalf of the National Australia Bank
 Limited by its Attorney**

Name of Attorney _____
 who holds the position of Level 3 Attorney under Power of
 Attorney dated 1 March 2007
 in the presence of:

Signature of Attorney

Signature of witness

Name of witness

Schedule B1

Street Furniture Services Objectives

- (a) Implement a coordinated suite of high quality well designed and well maintained street furniture of world-class design.
- (b) Implement new items of Street Furniture that complement the City's existing street furniture assets.
- (c) Implement Street Furniture that is durable, serviceable and environmentally sustainable.
- (d) Implement Street Furniture that incorporates public domain policies including but not limited to heritage, accessibility, visual clutter, context and wayfinding.
- (e) Implement Street Furniture that integrates with and co-ordinates with the needs of other public authorities (including Transport for NSW).
- (f) Implement the Street Furniture in suitable locations.
- (g) Implement Street Furniture that is reasonably capable of later integration of WiFi Infrastructure and Equipment.
- (h) Implement Street Furniture that is flexible, innovative and technology enabled to meet community needs.

Schedule B2

Not used

Schedule B3

Street Furniture Design Specifications

Street Furniture Design Specifications



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

Trim file reference: 2018/427290

Street Furniture Design Specifications

Document Issue

Revision	Date	Revision Details
01	Jan 2018	Issue with EOI – E1317
02	June 2018	Issue with EOI – E0718
03	October 2018	Issue for Tender – RFT1877
04	October 2018	Addendum to Tender – RFT1877 – updates as shown
05	June 2020	Issue with Contract

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Street Furniture Design Specifications

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Street Furniture Design Specifications

1 Introduction

1.1 Purpose and Format of Design Specifications

This document has been developed for the City of Sydney Street Furniture and Out-Of-Home Media project. The document defines the City's vision for the design of street furniture and how this relates to Sustainable Sydney 2030 Vision. It also sets Street Furniture Design Objectives. The Design Specifications describe the minimum functional and performance requirements to be achieved for the design of the City's new Street Furniture and Out-Of-Home Media Assets.

1.2 Relationship between The City's Vision and Street Furniture Design

The City has a clearly articulated vision for a sustainable and connected city as outlined in 'Sustainable Sydney 2030'. This vision includes 10 Strategic Directions and 10 Targets, all focused on a green, global and connected city. The Project is an important part of the City of Sydney's program to strengthen the City's public domain identity and increase the city's amenity.

The City of Sydney has a history of providing high-quality Street Furniture and pursues design excellence in its public domain and street design projects. The new Street Furniture must comply with the design specifications while achieving design excellence. The design must align with the City of Sydney's environmental performance objectives and targets. The furniture design will achieve this through being:

Green

- a demonstration of world-leading sustainability principles
- designed for longevity and ease of maintenance
- adaptable and able to cope with changing demands over time
- resilient in the face of known changing climatic conditions in Sydney - extreme heat events, reduced rainfall but more intense rainfall events, increased wind gusting

Global

- understanding of future trends for Street Furniture
- defining of the identity and character of the City's public domain and complementary to the existing Sydney Suite Street Furniture
- a demonstration of excellence in all aspects of planning, functionality, design, development, management and construction
- contemporary, inspired, sensitive and inventive, and expressive of its time and place

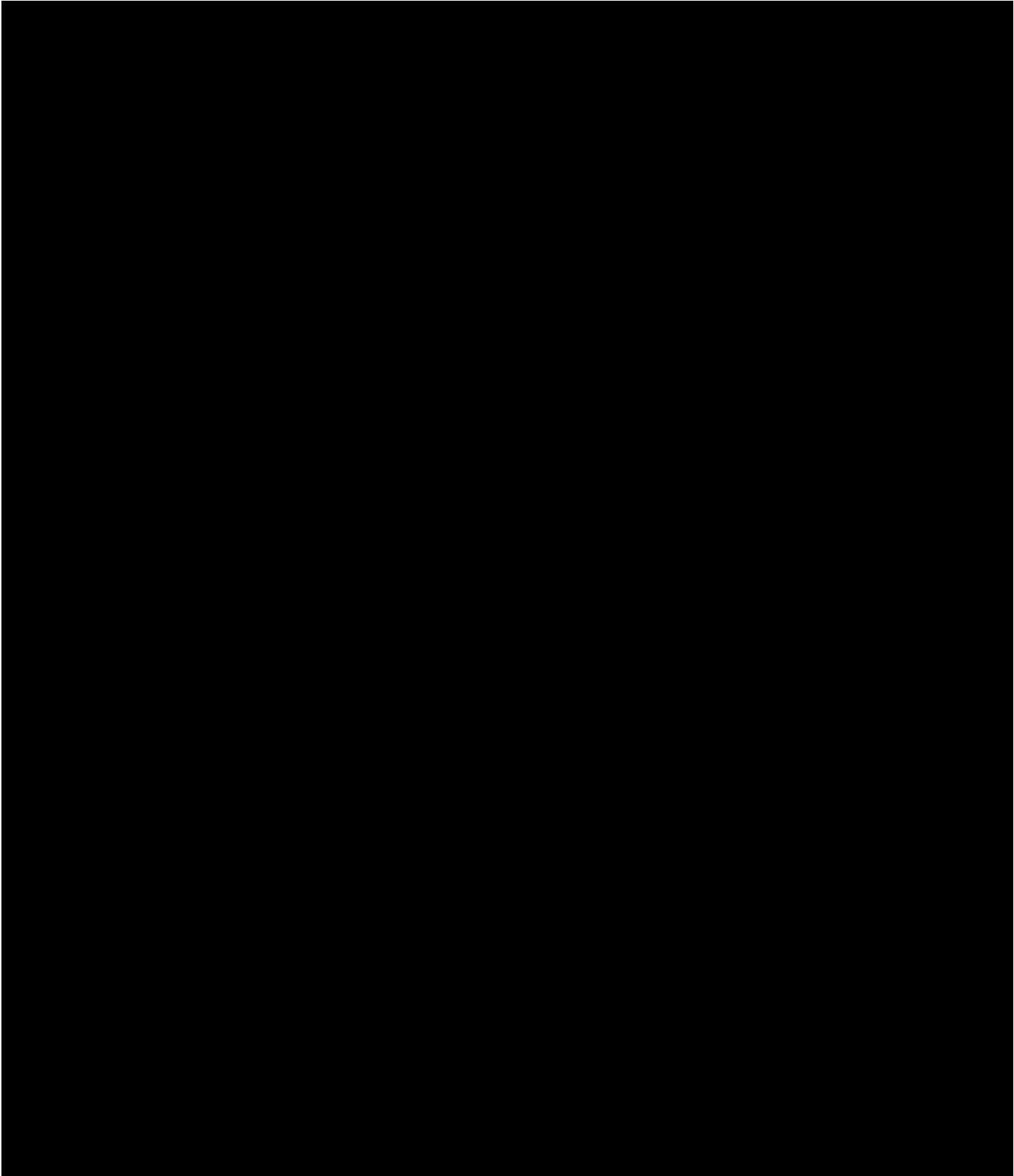
Connected

- welcoming, open and inclusive
- integrated and harmonious
- visually connected with and open to its immediate surroundings/the public domain
- responsive to the various site conditions and the wider context of the city

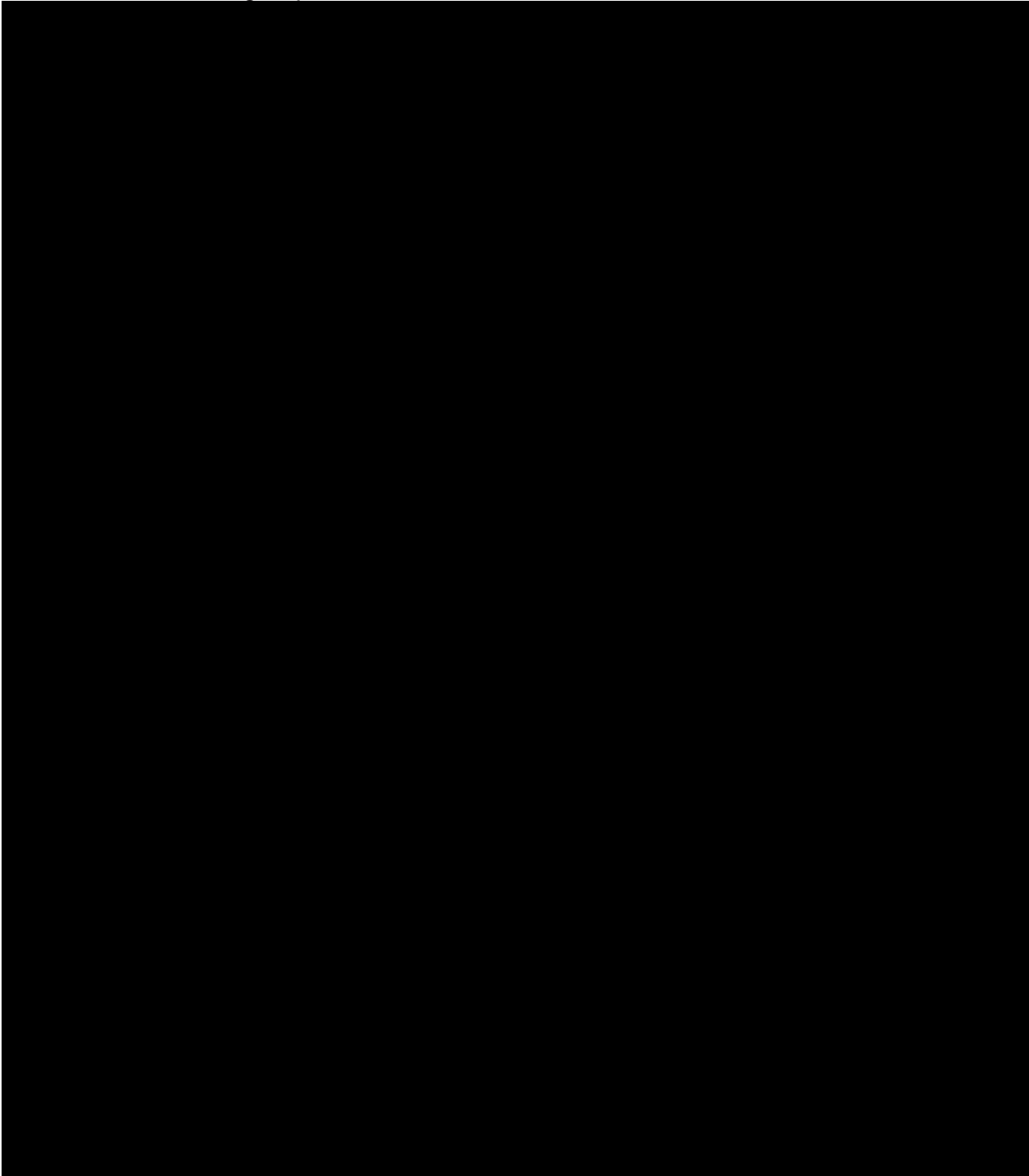
Street Furniture Design Specifications

- accessible to the whole community
- safe for users, visitors and workers

2 Background – Existing Furniture

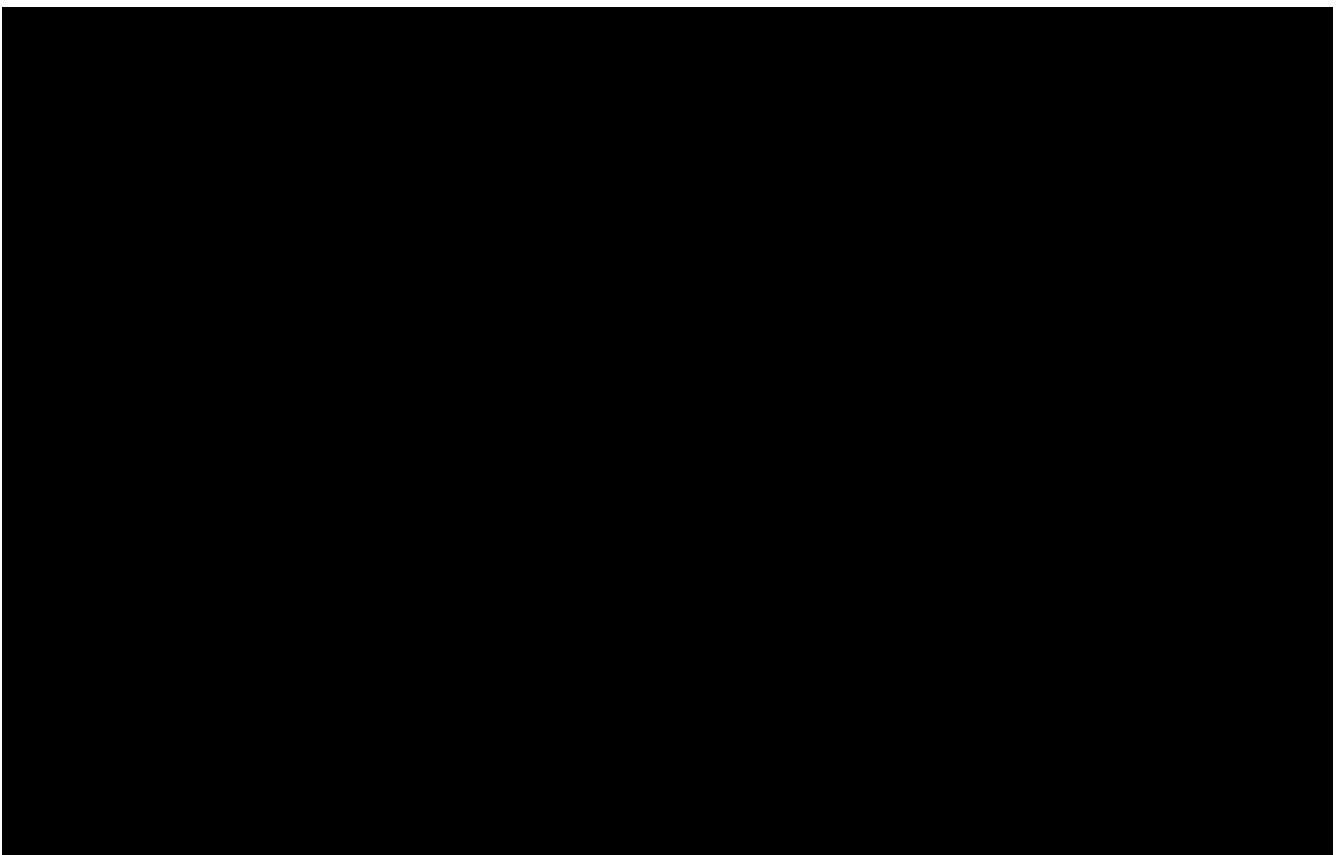


Street Furniture Design Specifications



Existing Bus Shelter – Section and Plan

Street Furniture Design Specifications



Existing Bus Shelter – limitations/issues

2.2 Kiosk

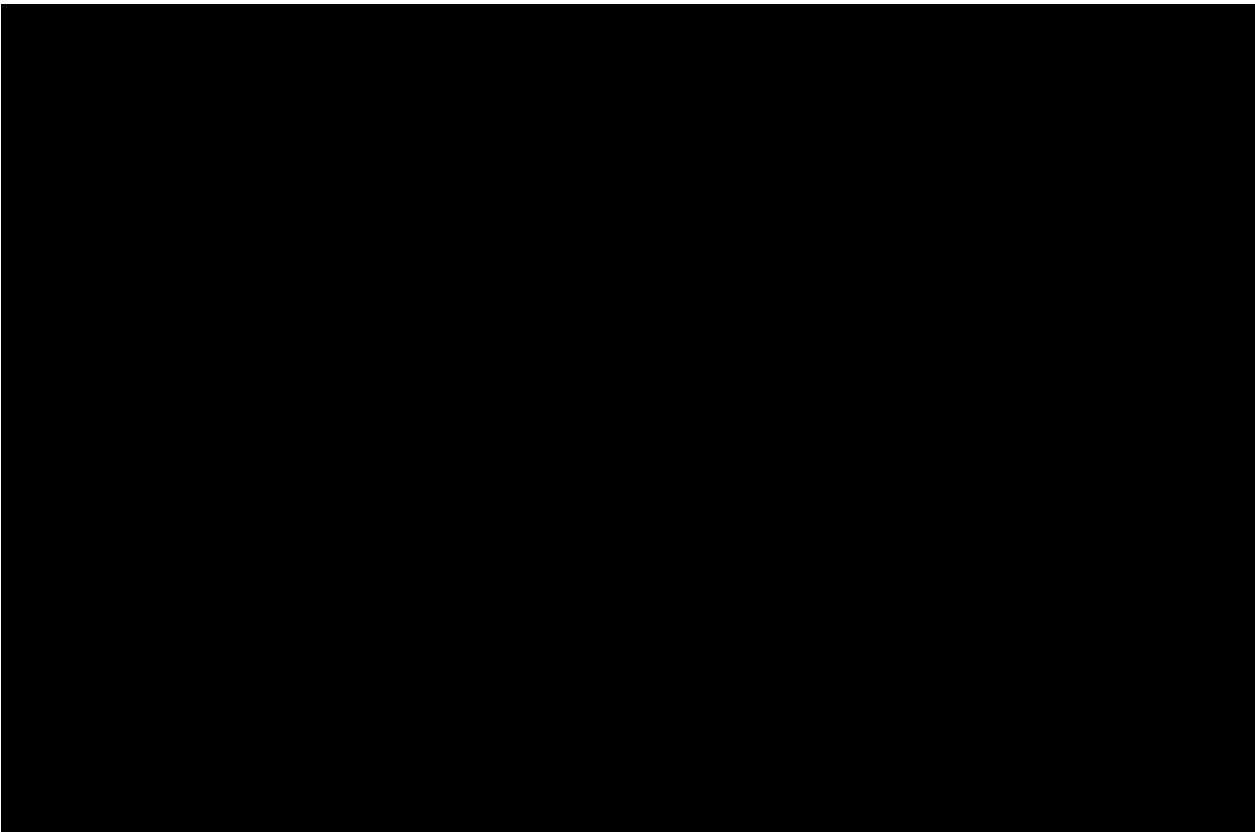
The current kiosk design includes two sizes: one large and one small kiosk. Whilst this provides flexibility with placement, there would be an improved outcome where the space in front and around the kiosk was further structured. Presently umbrellas and other shading devices create additional visual clutter and inconsistency of appearance. It would also be beneficial if kiosks could be easily re-purposed for other types of tenants, whereby the arrangements to alter the fit-out of the kiosk provided a set of optional parts that could be added or removed as desired.

The City's narrow footways coupled with the depth of the kiosks significantly limits the locations where the kiosk may be placed. The depth of the kiosk is the result of many factors including the width of the advertising asset. With a narrower or reconfigured advertising asset it may be feasible for the kiosk to occupy less footway width and therefore allow it to fit in locations presently not feasible.

The structure is not configured to host other features such as information panels and third-party communications equipment.

Existing kiosks typically do not have a data, potable water or sewer connection and this may be desirable for tenants in the future.

Street Furniture Design Specifications

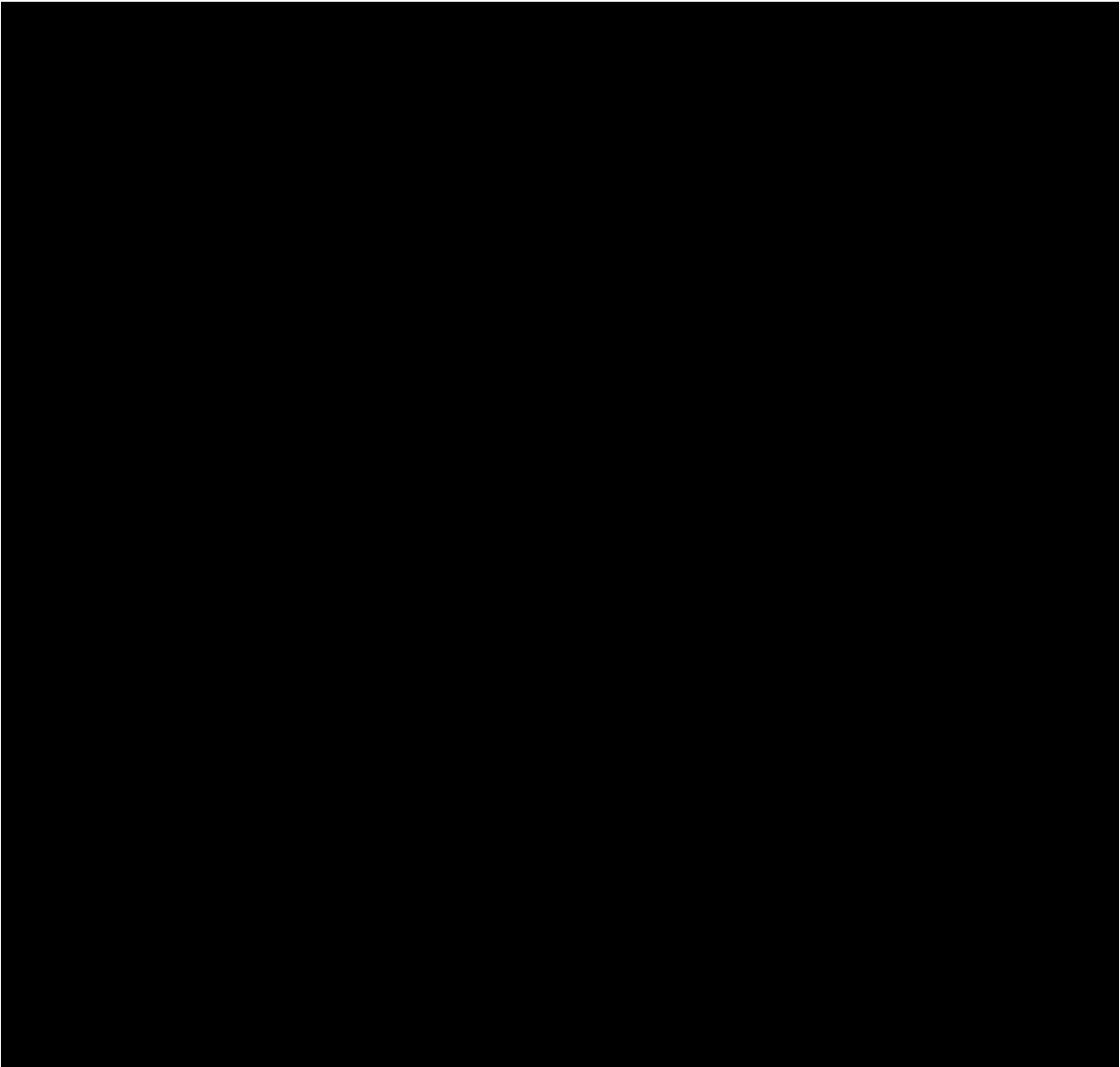


Existing Kiosk – News stand



Existing Kiosk – Coffee stand

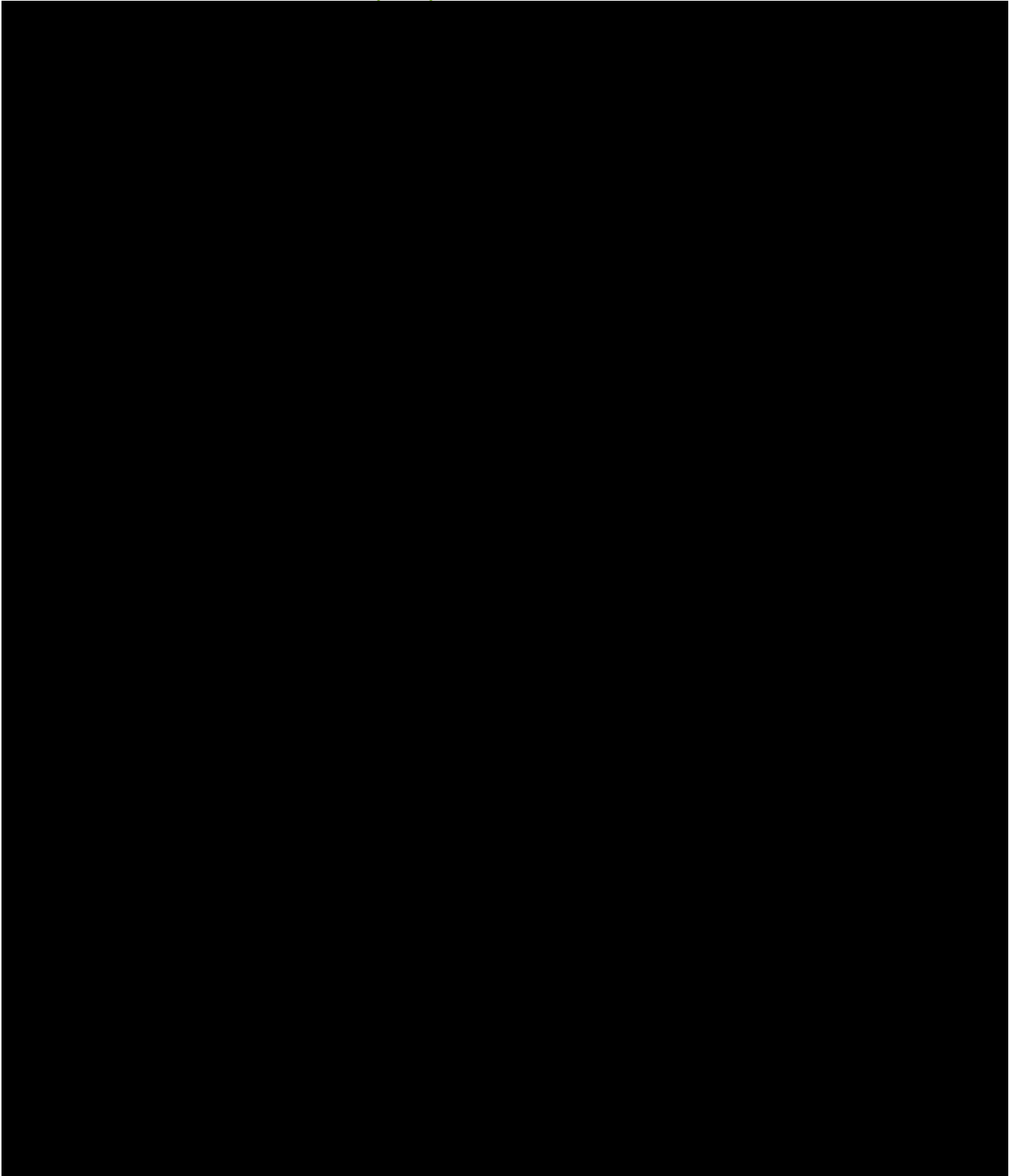
Street Furniture Design Specifications



Existing Kiosk – Section and Plan

Street Furniture Design Specifications

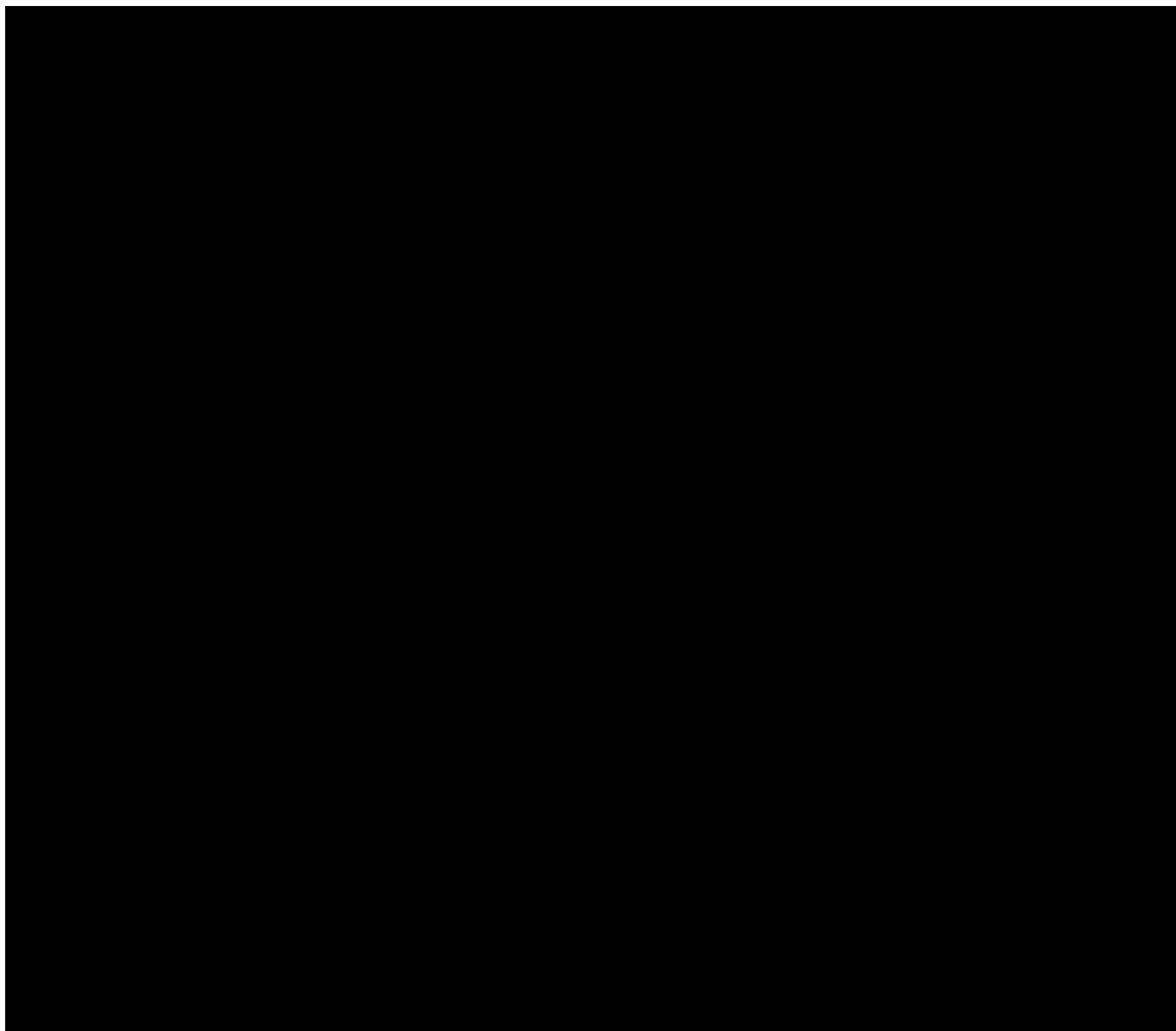
2.3 Automated Public Toilet (APT)



Existing APT – Section and Plan

Street Furniture Design Specifications

2.4 Advertising Bollard



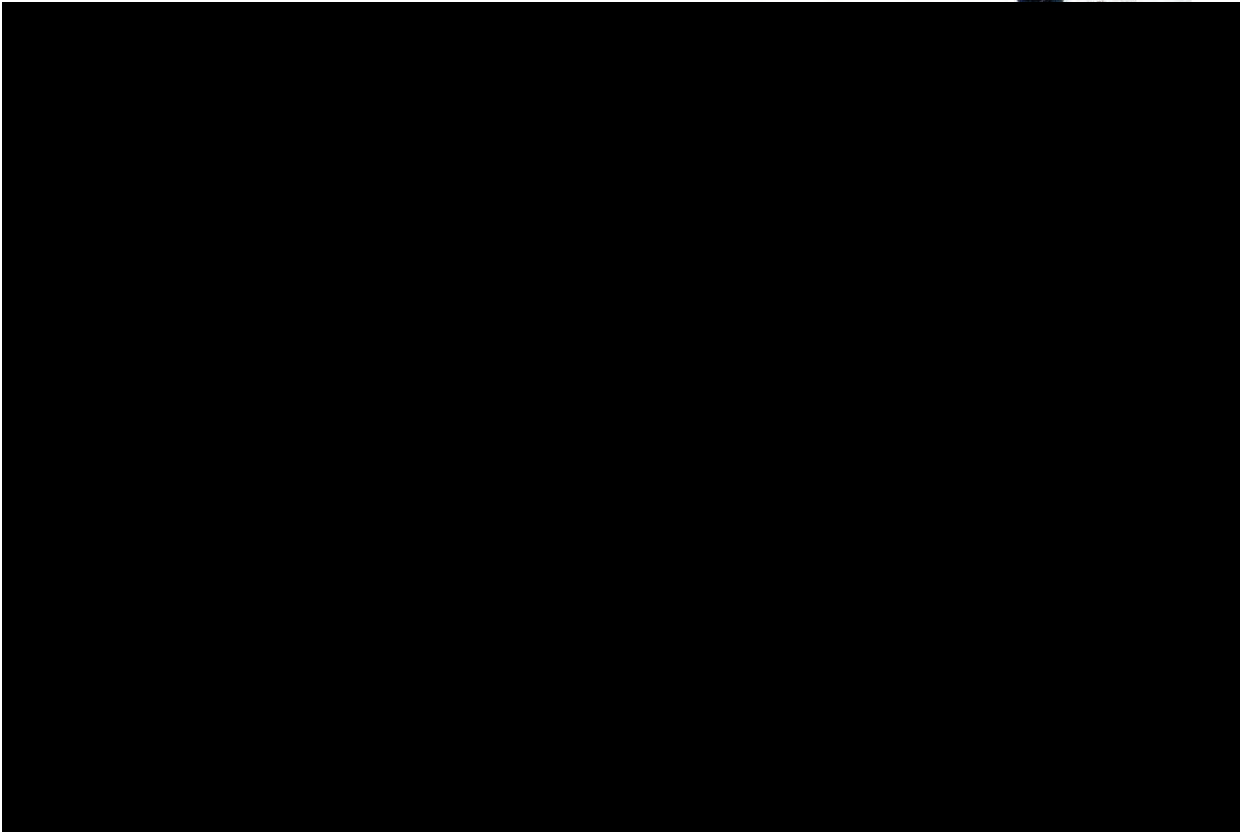
Existing Advertising Bollard – Image and section views

2.5 Payphone

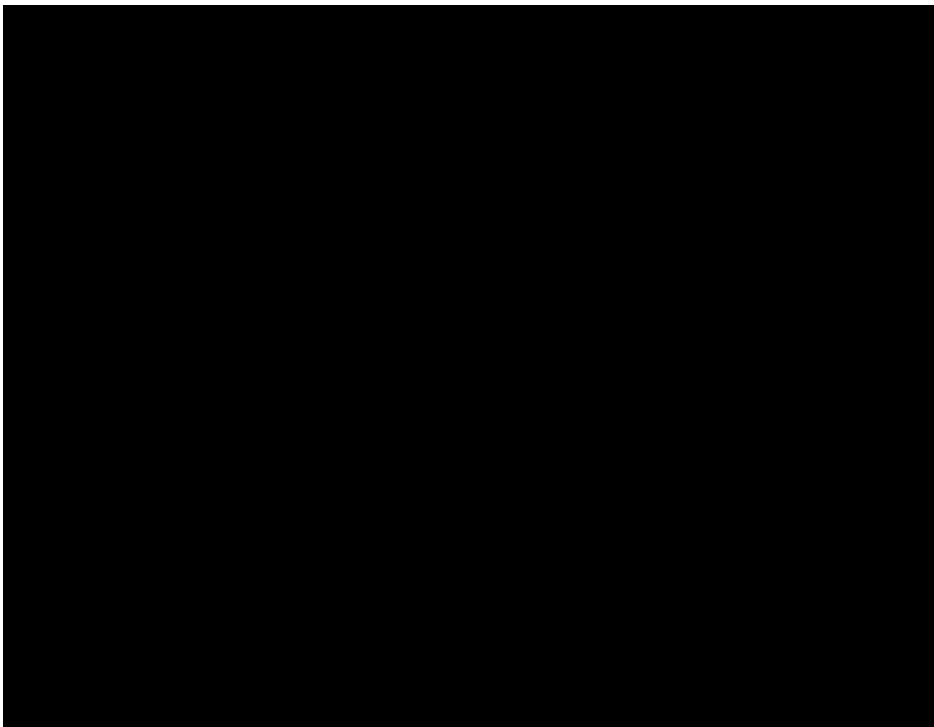
The current payphone structure hosts an advertising asset to one side, and either one or two payphones on the other face. In locations where only one phone is present a digital/static information panel has been incorporated. The digital information panels have had a considerable level of use, although it may be possible for this screen to host further functions that benefit the community.

The phone mounted in these structures is owned by Telstra under an arrangement with the City that expires at the same time as the agreement between the existing Street Furniture service provider and the City expires. As such, there is no ongoing commitment for Payphones to be mounted to future Communications Pylons.

Street Furniture Design Specifications



Existing Payphone – View from both sides (showing the static information panel).



Existing Payphone – Front and side section views

Street Furniture Design Specifications

3 Design Objectives

The Project will enrich the city's public domain identity and provide additional amenity on streets and open spaces for all people who live, visit and work in the local government area. It will deliver an intelligent, sensitive and highly functional design suite that provides a safe, sustainable and inviting public domain that enables smart city technology. The Street Furniture must be an exemplar of design excellence, contribute to the overall public realm and architectural quality of the City of Sydney and be appropriate to varying precincts and urban contexts. The Project must result in a world class project for the City of Sydney, further enhancing its reputation as a leader and a patron of architectural excellence.

The key design objectives for the Street Furniture to be supplied and installed by the Service Provider under this Agreement include:

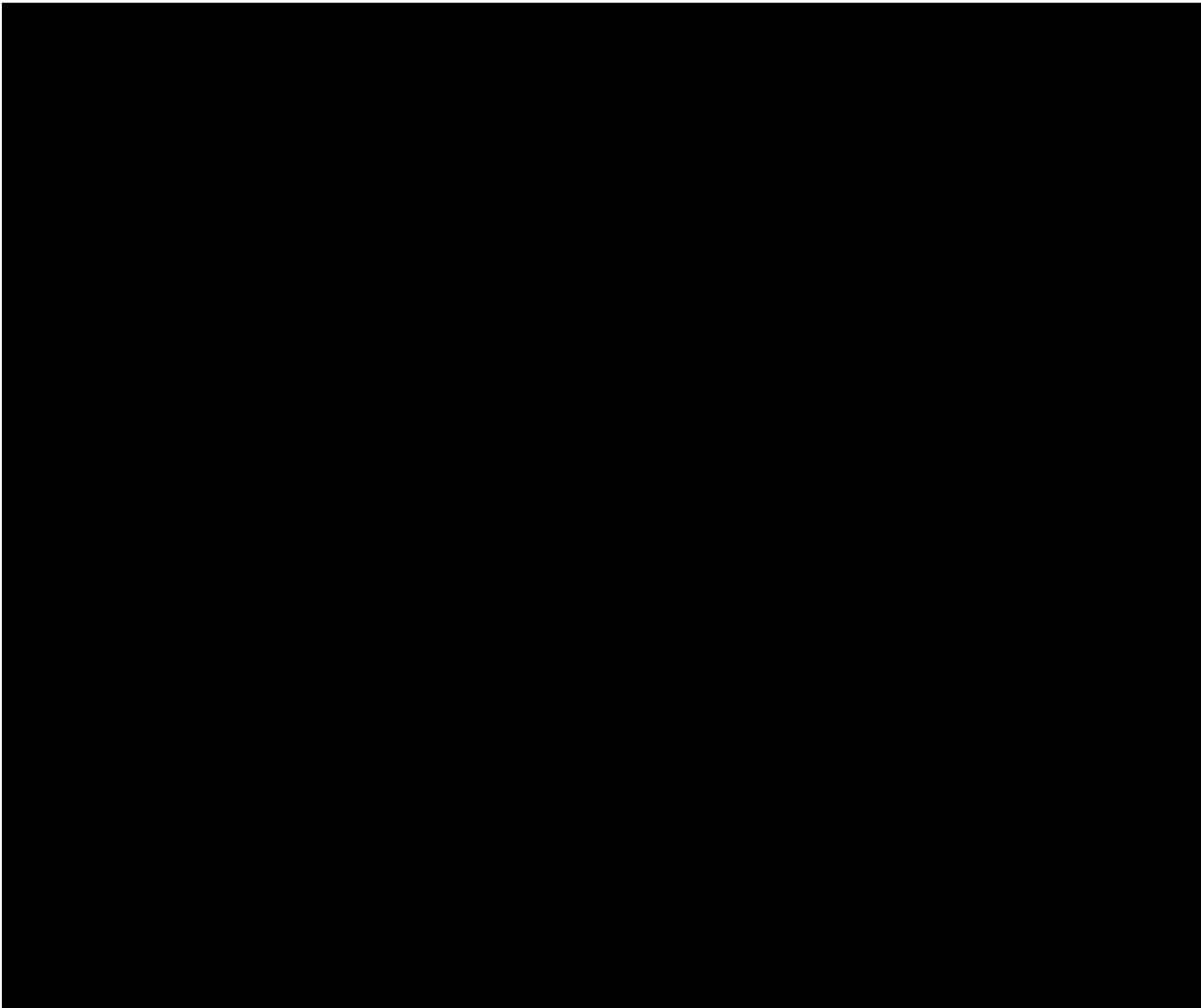
- Create world-class streetscapes and places where pedestrians of all abilities have priority
- Build on the existing design language of our award winning new furniture range (Sydney Suite Assets)
- Create Street Furniture that is functional, robust, elegant, unified, high quality, durable, contemporary, functional, unobtrusive, coordinated, economical and timeless
- Create Street Furniture that is adaptable for innovative technologies
- Provide amenity to pedestrians
- Develop inclusive and universally accessible Street Furniture
- Respond to and complement the range of public spaces present in the city
- Demonstrate excellence in all aspects of planning, design, functionality, development, construction, durability, maintenance and operational management.
- Be safe for visitors and workers (safety standards and Crime Prevention through Environmental Design (CPTED) principles)
- Support public spaces that positively address environmental performance and sustainability
- Incorporate to the fullest extent environmentally sustainable design principles in terms of controlled environmental impact
- Contribute to the City meeting its operational environmental targets, in particular its carbon, water and waste targets, listed in the City of Sydney's adopted Environmental Strategy and Action Plan, and
- Align with the City of Sydney's 2030 vision.

4 Design Scope and Services

The following design requirements are applicable to the initial design for all Street Furniture items as well as for any future designs of additional Street Furniture items as requested during the Term of the Agreement.

4.1 General Requirements – Design

4.1.1 Modular / Kit of Parts Design



Modular System / Kit of Parts – Example of a Shelter

4.1.2 Sympathetic to existing Sydney Suite Assets

The approved Street Furniture Designs must build on the design language of the existing Sydney Suite Assets, such as bins, benches, tree guards, tree grates and bubblers.

Street Furniture Design Specifications

4.1.3 Futureproof and Flexible Design

The nature of smart Street Furniture and its functions is changing rapidly. The design must allow for adaption of new and emerging trends in information, communication and wayfinding technologies. Any required third party equipment reasonably known at the time of design development must be integrated into the design.

4.1.4 Bulk and Scale

Street Furniture will contribute to the overall face of Sydney in the public domain. The scale of Street Furniture items in relation to height, envelope, orientation and site coverage must sympathetically relate to the overall streetscape and improve the public realm. The Service Provider must ensure all required services and equipment are integrated within the furniture structure mass as individual and visible locations separate to Street Furniture items are unsuitable. Separate stand-alone electrical switchboards or otherwise required technical equipment in the public domain will not be acceptable.

4.1.5 Materials and Detailing

A consistent design language and coordinated choice of materials must bring cohesion and identity to the City's streetscapes. The chosen materials must be complementary to the existing Sydney Suite Assets (bins, benches, tree guards, tree grates and bubblers) and align with the City's [Streets Code](#) requirements.

The Street Furniture Designs must provide high quality, durable and robust, locally sourced materials suitable for use in public spaces. The Street Furniture elements must have high quality detailing required to meet the demands of high profile, high volume public facilities.

The design of the elements should be easy and simple to repair and maintain.

4.1.6 Heritage Considerations

The City's CBD and villages have a rich social and built history fabric. The design and placement of Street Furniture must be considerate of the context of heritage fabric and landscape throughout the LGA's varying precincts, in particular world heritage items located in the CBD. The design needs to consider proximity to and views of heritage items and key vistas in heritage precincts with regards to the placement of furniture items.

4.1.7 Visual Connections

The Street Furniture Designs and placement will be sensitive to the following points:

- Maintain views and vistas of important places, streetscapes and buildings.
- Maintain visual connections on streets and public places.
- Other features and objects in the public domain including awnings.
- Reduction of unnecessary obstacles and clutter.
- Legibility.

4.1.8 Spatial Qualities and Placement

Pedestrian numbers, the competing demand for space on busy streets and pedestrian movement, safety and comfort need to be considered as part of the design process. Street

Street Furniture Design Specifications

Furniture items will be located in places with varying degrees of space availability and the design must be able to respond to context.

All Street Furniture Designs are to prioritise comfortable and safe pedestrian movement by maximising clearance spaces around them on footpaths and other public spaces beyond the minimum compliance requirements. Refer to the [Sydney Street Code and in particular to the Street Furniture - Design and Placement Guidelines](#) for minimum and preferred space allocations on footpaths.

4.1.9 Inclusiveness and Accessibility

The City of Sydney is committed to being an inclusive and accessible city for everyone, now and in the future. The City of Sydney is committed to making its services and amenities inclusive and accessible, by ensuring they are 'barrier free' to all people. Street Furniture must be aligned with the City's Guidelines for an Inclusive and Accessible Public Domain: Council is currently drafting the Inclusive and Accessible Public Domain Policy and Guidelines which are envisaged to be finalised and endorsed by Council in late 2018. The policy and guidelines will provide a framework applying relevant Australian Access Standards and best practice approaches in public domain spaces and infrastructure. The scope of the policy and guidelines includes the design and ongoing maintenance of new or upgraded public domain spaces and infrastructure, the management of public domain spaces and how the City may use information to enhance access and/or overcome access barriers in the public domain.

The Street Furniture Designs must meet and exceed legislative obligations under the Disability Discrimination Act 1992 (the Act), and the Disability (Access to Premises - Buildings) Standards 2010 and be a leader in relation to the design and placement of best practice inclusive and accessible public spaces. Access to the Street Furniture items and interaction with its features will demonstrate best practice solutions by providing equitable, dignified and inclusive facilities and experiences for everyone.

4.1.10 Crime Prevention through Environmental Design

The Street Furniture Designs must respond to a range of streetscape characteristics, public spaces and infrastructure present throughout the LGA. The Street Furniture and its integration with the public domain must meet safer by design principles such as maximising visual permeability and opportunities for passive surveillance. The Service Provider must incorporate Crime Prevention through Environmental Design (CPTED) principles into the Street Furniture Designs.

4.1.11 Safety in Design

Safety in design is a strategy aimed at preventing injury and disease through the consideration of hazards throughout the life cycle of the building and seeking to eliminate it. The Street Furniture Designs must take into account these considerations and ensure that formal safety in design workshops start as early as possible during the design.

4.1.12 Value for Money

The Street Furniture Designs must demonstrate best value for money. Design proposals, structural systems and materials must take into account capital and lifecycle costs. Constant review and monitoring of the associated risks, opportunities and costs will be undertaken by the Service Provider. Scope adjustments may be needed to suit budget constraints.

Street Furniture Design Specifications

4.1.13 Design Codes, Guidelines, Standards and Planning Documents

The Street Furniture Designs must comply with all relevant codes, guidelines, standards and planning documents including but not limited to:

- [Sydney Streets Code](#)
- Street Furniture – Draft Design and Placement Guidelines (Refer to the Street Furniture Placement Guidelines Schedule)
- Shelter Requirements at Bus Stops (TfNSW), Version 6.0 (Refer to Appendix 5.1)
- [Disability Standards for Accessible Public Transport 2002](#)
- Disability Standards for Accessible Public Transport Guidelines 2004 (no.3)
- [Guidelines for promoting compliance of bus stops with the Disability Standards for Accessible Public Transport 2002](#)
- City of Sydney Guidelines – Inclusive and Accessible Public Domain
- National Construction Code and Building Code of Australia
- [City of Sydney DCP 2012, Section 3: General Provisions, 3.16 Signs and Advertisements](#)

4.1.14 Design Advisory Panel

The Design Advisory Panel is a specialist design review group whose role is to provide independent advice and peer review on important City projects. It is made up of respected local architects, landscape architects and urban designers.

The Service Provider would be expected to conduct short verbal presentations to the Design Advisory Panel at important milestones during the Street Furniture Design Process. Feedback will be collated by City staff and incorporated in subsequent design stages.

4.1.15 Inclusion (Disability) Advisory Panel

The Inclusion (Disability) Advisory Panel is a specialist review group whose role is to provide independent advice and peer review on important City projects. The Panel reflects the diversity of the disability sector and members were chosen for their expertise in accessibility, urban planning, economic participation, arts, housing, transport, media, communication and legislation.

The Service Provider would be expected to conduct short verbal presentations to the Inclusion Disability Advisory Panel at important milestones during the Street Furniture Design Process. Feedback will be collated by City staff and incorporated in subsequent design stages.

4.1.16 Return Brief

The City requires that the Service Provider prepare a Return Brief at the end of each stage (refer to list of deliverables under 1.1.8 of the Street Furniture Design Process Schedule). The Purpose of a Return Brief is to capture the design status at each stage, the rationale for options and the reason for design decisions made through the design process. The Return Brief is to include key design drawings and concept sketches to visualise this further. A pro forma outline of the Return Brief is attached. It should record the current status for each aspect of the design and contain a minimum of the following information:

Street Furniture Design Specifications

- Analysis of existing Street Furniture items and siting placement issues;
- Status report indicating percentage completion on aspects of the design;
- Selected option and basis for selection;
- Summary of critical issues including recommendations and strategies for resolution;
- Summary of design issues which have been resolved, including the decision taken and the reason;
- Necessary approvals and status;
- Details and status of drawings being produced and in circulation;
- Cost/Budget Summary Issues;
- Completed Design Safety Assessment (pro-forma attached)

4.2 General Requirements - Technical

4.2.1 Materials

Materials and finishes are to be robust, serviceable, vandal proof and low maintenance in order to reduce maintenance costs and have suitable properties to enhance Street Furniture user's experience. Materials, finishes and fixings/adhesives are to be appropriate for the upper range of predicted climatic conditions in Australia over twice the project design life (Refer to 4.2.5 Design Life). This includes but is not limited to heat variability, rain, flood and storm events.

Ecologically sustainable materials shall be used as a preference. The Service provider must adhere to the City's [Public Domain Design Codes](#).

Materials and finishes will be in keeping with the established palette of materials and finishes of the City's Sydney Suite: Bronze colour to match Dulux powdercoat 'Precious Metropolis Bronze' Pearl Satin 971-59003.

All elements need to be robust in construction and designed suitably to address potential vandalism or inappropriate usage or climbing.

All timber shall be from a sustainable source, either certified re-cycled timber or certified under Forest Stewardship Council standard.

Blackbutt timber on seats must be maintained as per the maintenance manual.

Materials and parts shall be where possible non-proprietary to a specific supplier or distributor and relatively easy to procure for the life of the item.

4.2.2 Building Fabric and Envelope

All facade elements are to be designed for 50 years for structural integrity with 25 years serviceable life (life to first major maintenance). Condensation is not to form on either internal or external surfaces of framing members, glazing, solid panels, or internally within the construction of the panels forming part of the Street Furniture.

As a minimum the following insulation requirements are to be provided for kiosks and toilets: R3 insulation for walls and R4 insulation for roof systems.

Glazing must be clear and consistent in colour and equivalent to the control samples agreed with the Contract Manager. Visible colour or reflectivity variations in the coating are not

Street Furniture Design Specifications

acceptable. Glazing must meet or exceed the minimum requirements of Section J of the National Construction Code.

4.2.3 Management and Maintenance

Street Furniture must be suitably robust for longevity and ease of maintenance. Materials, fixtures and finishes must be efficient, cost effective and safe to maintain and replace. Replacement materials and fixtures must be easily sourced and with consideration that the cost or availability of parts will not be an issue throughout the life of the asset.

4.2.4 Environmental Performance

The City of Sydney requires the Service Provider to demonstrate best practice in environmentally sustainable design, delivery and operation.

The Service Provider must support the organisation's operational environmental targets listed in the City of Sydney's [Sustainable Sydney 2030 Vision](#) and its [Environmental Strategy and Action Plan](#).

The Street Furniture must incorporate best practice principles of environmental sustainability and comply with the City's Sustainable Design Technical Guide (SDTG) (Refer to Appendix 5.7). The SDTG document for this project is to be completed at concept stage and reviewed and updated at all subsequent project phases.

The opportunity for incorporation of photovoltaic (PV) as one of the possible roof options is required in the modular system which may be selected for suitably located (unshaded) sites.

4.2.5 Design Life

The minimum required design life for elements forming the Street Furniture is shown in the following table.

Element of Works	Design Life (years)
Structural elements	50
Drainage structures and inaccessible pipe systems	50
Waterproofing materials and sealants	20
External finishes, including roof, glazing and claddings	20
Electrical systems	20
Lighting Fixtures and luminaires	10 (fixtures) 5 (luminaires)
Cabling, conduits and support systems	20
Communication systems	20
External furniture elements and fixtures	20
Signage and wayfinding	20

4.2.6 Structural Competency

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Street Furniture must be structurally adequate and are to be certified by a qualified structural engineer as adequate and in compliance with all applicable legislation and standards and the requirements of the Contract. The structural engineer must provide comprehensive structural design, advice, documentation and inspections.

This includes detailed 2D and 3D drawings illustrating all structural components of the Street Furniture items. The Service Provider must utilise engineering software to analyse and design all structures and geometries as required through each stage. Detailed structural engineering will verify the adequacy of all structures that form part of the Street Furniture, with consideration to the high use and corrosive environment in which some will be located. All structures must complement the City's streetscapes and be economical solutions.

4.2.7 Corrosion and Waterproofing

All components of the Street Furniture must be specified and built to withstand harsh outdoor environments and factor in predicted impacts of climate change – especially relating to projected increases in extreme heat days, more frequent heatwave conditions and more intense rainfall events. Street furniture items must be developed to ensure adequate corrosion protection and waterproofing protection including detailed paint specifications for all components, paying particular attention to structural and underground components. The Service Provider will provide the City with reports stating options, recommendations and suitability of the selected waterproofing, corrosion and paint systems to be used.

The Service Provider will document any ongoing maintenance required throughout the life of the Street Furniture and advise the City of these needs during the concept design development.

The Service Provider must deliver fully waterproof toilets and kiosks. The Service Provider will be responsible for ensuring that all parts of the enclosed furniture structures will remain free from leaking or water ingress through doorways or openings. All slab falls and hobs required for drainage will be poured integral to the structural slab. Secondary hob pours or slab topping layers to create fall are not acceptable. The Service Provider must ensure that no water and no standing water can remain on the roof.

4.2.8 Fireproofing and systems

The toilet and kiosk design must comply with the National Construction Code (NCC). The Street Furniture will have any fire engineered solutions integrated that may be required to achieve the design objectives and functional requirements. Any additional alternate fire engineered solutions required for certification of the asset will be the responsibility of the Service Provider. The Service Provider must obtain the City's approval of any alternate solutions, and also obtain the approval of any Principal Certifying Authority and the NSW Fire Brigade.

All insulated metal panels and other general insulating materials must be either fully non-combustible or from the FM Global "FM Approved" Class 1 fire rated list. Photovoltaic materials and roof panels, including ETFE must not contain foam based plastics.

4.2.9 Slip Resistance

The minimum slip resistance requirements for the interior floor of toilets and kiosks must comply with a P3 Classification in AS4586. The Service Provider must provide a Slip

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Resistance documentation that details all internal floor finishes, description, location, required slip resistance, slip resistance test data (wet and dry) and comments.

The Service Provider must also provide a cleaning and monitoring regime validated by further slip resistance test data (wet and dry) to ensure that slip resistance requirements are maintained in operation.

4.2.10 Signage and Branding

Any signage (including wayfinding if relevant) must be integrated into the overall design of the Street Furniture elements and not attached or appended to the element. Bus shelters must integrate and meet TfNSW wayfinding and branding needs. All wayfinding shall be in keeping with the City's [Legible Sydney Wayfinding Strategy](#) and the [Legible Sydney Design Manual](#).

Where signage is required the Service Provider must utilise a combination of text, graphic symbols, colour, form, scale, materials and integrate braille and tactile signage as required. All signage must be easy to read. Information text should be horizontal only and in upper and lower case text, except where specifically required to be in all capital letters according to Disability Discrimination Act (DDA) and legislative requirements.

Branding is restricted to the Service Provider's brand and the City of Sydney brand, is to be of the same size to one another and is to be suitably integrated into the Street Furniture Designs with regards to placement and size. It is to be in keeping with the overall colours and materiality of the Street Furniture elements. No other third party branding is to be included in the design. Branding is restricted to the kiosk, toilet, shelter and communication pylon, there is to be no branding on seats and bins.

4.2.11 Advertising Panels

The design of the Advertising Panels must be of contemporary design consistent with the proposed Street Furniture. A combination of static, scrolling or digital displays will be considered and may be arranged parallel, angled or perpendicular to the kerb, and be one- or two-sided.

Advertising Panel sizes and placements can be flexible to suit various site conditions and locational needs; the maximum size of an Advertising Display is not to exceed 86inch.

The design shall provide for the Advertising Panel to be added in a manner that appears integrated with the Street Furniture. However, the design of the relevant Street Furniture item must also provide for the Advertising Panel to be omitted or permanently removed at a later time without compromising the appearance or functional performance of the Street Furniture item.

The Advertising Panel is to sit within the envelope and appear as a part of the bus shelter or relevant Street Furniture item.

Screen illumination times are to be individually controllable and adjustable. All digital Advertising Displays and Community Displays are to be enabled for short term emergency messaging through the Service Provider. The Service Provider shall provide a direct link under agreed governance arrangements so the NSW Government may issue messages seamlessly and without requiring the assistance of the Service Provider or Service Providers systems. The NSW Government will be able to send messages to one digital panel and any number of them, all

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controlled from their own systems. The Service Provider is responsible for maintaining the link required to the NSW Government to ensure the service may operate at any time.

Electronic variable advertising structures are to comply with the City's requirements for advertising structures as outlined in the Sydney DCP 2012, Section 3 General Provisions, 3.16 Signs and Advertising.

The Service Provider will continue to consider ways to reduce energy consumption of Advertising Displays and Community Displays. This will include the replacement of screens through the term as improved alternative screens are produced that consume less energy.

4.2.12 Lighting

Only bus shelters, kiosks and toilets will require lighting. The lighting design must be creative, energy efficient and functional. The lighting shall comply with all relevant required lighting levels set in Australian Standards and the [City's Lights Code](#).

The lighting design solution must comply with the SDTG.

4.2.13 Graffiti and Vandalism Prevention

Design solutions should avoid ledges and provide ample access for cleaning. The selection of materials shall be informed by consideration that they can be cleaned or repaired with low cost, complexity and time.

Care must be taken to create lighting and design solutions that avoid concealed areas to lessen the chance of vandalism and graffiti as well as surveillance.

The Service Provider shall consider how any material affected by acid etching can be effectively managed.

The Service Provider is required to demonstrate the replacement of vandalised parts may be undertaken with adequate consideration of minimising the time, complexity and cost required to source and to undertake the on-site works.

4.2.13 Smart City Technology (Smart City Module)

Design solutions are to seamlessly integrate any equipment required for smart city technologies for both the collection and display of relevant city data.

The designs shall allow for easy access to the equipment and utility connections for additions to, maintenance and future technology upgrades. The design should also allow for sufficient space and access for future technology and equipment integration in the Street Furniture without the need of major design changes to the Street Furniture element.

All required and proposed smart city technology is to be designed as a module element (Smart City Module) that can be added to or removed from any of the Street Furniture elements.

Any interactive screens are to revert back to a still image when not in use. The screens are to stop displaying after an agreed period of no activity in the vicinity to conserve energy.

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4.3 Functional and Performance Requirements - Street Furniture Items

4.3.1 Shelter

Item	Functional and Performance Requirements
Modular Design	<ul style="list-style-type: none"> – A kit-of-parts enabling individual shelter arrangement response to site conditions and location needs including sloping sites, narrow footways (0.8m and 1.2m overall shelter width options inclusive of advertising assets) and commuter volumes. Single support with cantilevered roof option and continuous length options. Wall parallel to kerb may be either on kerb side or property line side. – The maximum internal height/clearance inside a shelter is to be 2700mm. <p>The modular design of bus shelters is to enable the provision of shelters where it was previously not possible to provide a shelter due to the site constraints and to re-install/revise locations that are currently merely compliant with the minimum footpath width, but are creating and unsafe or uncomfortable situation for the public.</p>
Weather protection	<ul style="list-style-type: none"> – Considers rain, sun and wind. Any walls and roof may have flexibility to be orientated to suit site conditions and location needs. – Flexible roof extent options, including cantilevered roof. – Roof design is to consider visibility of roof from adjacent higher buildings
Accessibility	<ul style="list-style-type: none"> – Allowance for Wheelchair waiting spaces – In-ground tactile indicators integrated in shelter envelope – In keeping with the City's Inclusion (Disability) Action Plan 2017–2021 – Must comply with the "Disability Standards for Accessible Public Transport 2002". – Access compliance requirements to be sympathetically integrated / accommodated within the shelter design (including braille and tactile signage). – Access specialist advice to be sought and implemented.
Clearance	<ul style="list-style-type: none"> – Permits unobstructed clear path of travel at boundary line of at least 1.2m, but preferably 1.8m – Permits setback from kerb of at least 0.6m
Lighting	<ul style="list-style-type: none"> – To Sydney Lights Code – Lighting to the shelter (illuminate to 10pm). Lighting to be compliant with Australian Standards. .
Seating	<ul style="list-style-type: none"> – Modular type for at least 2 people – In keeping with Sydney Suite Seat design language
Identification	<ul style="list-style-type: none"> – TfNSW bus stop sign & position – TfNSW bus stop identification needs

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Item	Functional and Performance Requirements
Wayfinding and Information	<ul style="list-style-type: none"> – In keeping with the City's Legible Sydney Wayfinding Strategy and the Legible Sydney Design Manual – Accommodating TfNSW signage requirements – All required signage to be sympathetically integrated / accommodated within the shelter design
Information Panels	<ul style="list-style-type: none"> – Two A1 single side panels with provision for these to be static or digital displays. Panels may be for TfNSW Information, transport Information, wayfinding, event information or other agreed purpose. May be reduced to one A1 panel when Smart City Module option is included at a certain location.
Smart City Module (Option)	<ul style="list-style-type: none"> – Touchscreen Panel. Panel may be for wayfinding, event information or other agreed uses. Such panel to meet best practice requirements for energy efficiency, production process and reusability of materials when replaced. – 3 x USB Charging Points – Wireless Charging Point for Mobile Devices
Charging Point (Option)	<ul style="list-style-type: none"> – 1 x10A mobility scooter charging point. – Charging device locations must not be in a position where this will result in an obstruction path of travel when in use.
Electrical Supply	<ul style="list-style-type: none"> – Utility-compliant smart metered switchboard to be integrated into design of street furniture (where required). – Sub-metering to monitor electrical consumption of all energy users. – Remote energy isolation control where digital advertising panels are fitted. – Local energy isolation control for all energy users.
Stormwater	<ul style="list-style-type: none"> – Rainwater from roof shall discharge to footway in a directed and controlled manner to minimise splashing.
Host for Wireless Communications	<ul style="list-style-type: none"> – Take all reasonable measures to ensure spatial integration and electrical power provision/connection for wi-fi and mobile small cell equipment (including communications link and antenna).
Enabling for future/ smart technologies	<ul style="list-style-type: none"> – Space proofing and conduit for sensors, cameras, and communications devices.
Advertising Panels	<ul style="list-style-type: none"> – Either static, scrolling or dynamic digital displays. These assets may be arranged parallel, angled or perpendicular to the kerb, one or two-sided, placed at one or both ends of the shelter. Advertising Panel size can be flexible to suit site conditions and location needs. This asset may be added, omitted or permanently removed without compromising the appearance or functional performance of the Shelter. – Standard advertising width panel to be included. – Energy efficiency of panels (whether dynamic or static) to be world best practice – Maximum digital screen size to be 86 inch.

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Item	Functional and Performance Requirements
	<ul style="list-style-type: none"> – Digital screens to have ability to remotely modify advertising content
Third party equipment	<ul style="list-style-type: none"> – The bus shelter design is to be capable to structurally support any required third party equipment as specified in TfNSW Shelter Requirements at Bus Stops (Includes Passenger Information Display, Information Panel, Tactile Wayfinding, Stop/Shelter Sign, provisioning for future power/data cabling).

4.3.2 Kiosk

Item	Functional and Performance Requirements
Modular Design	<ul style="list-style-type: none"> – A kit-of-parts enabling response to site conditions and location needs including sloping sites, narrow footways and proposed kiosk use. – Layout must enable the various current kiosk uses over the life of the kiosk and allow for future potential uses. Kiosk uses include Café, Flowers, News Stand, Tourist Information and Bike Repair/Equipment. – Must meet the Australian and New Zealand Food Standards Codes including AS 1668.1, AS1668.2 and AS4674A small and a large version, with the large version to be fully accessible internally and both version being fully accessible externally. – Minimum floor area for the small version is to be 3.5m². – Door design and size of opening is to ensure easy access and manoeuvrability of stored equipment. – Level, nonslip floor and compliant falls to facilitate free flowing drainage / prevent water ponding. Durable surface to withstand regular movement of people and stored items. – Ventilation.
Weather protection	<ul style="list-style-type: none"> – Considers rain, sun and wind. Any walls and roof may be can have flexibility to be orientated to suit site conditions and location needs. – Flexible roof extent options – Roof design is to consider visibility of roof from adjacent higher buildings
Accessibility	<ul style="list-style-type: none"> – Accessibility requirements: Large Kiosk to be accessible internally and externally, small kiosk to be accessible externally only. – In keeping with the City's Inclusion (Disability) Action Plan 2017–2021 – Access compliance requirements to be sympathetically integrated / accommodated within the kiosk design (including braille and tactile signage). – Access specialist advice to be sought and implemented.

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Item	Functional and Performance Requirements
Clearance	<ul style="list-style-type: none"> – Permits unobstructed clear path of travel at boundary line of at least 1.2m when kiosk is open/in operation (including display items on street), but preferably 1.8m – Permits setback from kerb of at least 0.6m
Lighting	<ul style="list-style-type: none"> – To Sydney Lights Code – Lighting to the kiosk controlled by kiosk operator. – Lighting to be compliant with Australian Standards.
Fit out Items	<ul style="list-style-type: none"> – Typical kiosk fitout are ‘counter fitout’ (for coffee kiosks, etc), ‘shelving/disply’ fitou (newspaper, flowers, fruit, etc.) – Consider internal items that may be included, omitted or removed such as GPO’s, counters (for point of sale, storage and serving), storage (foods, stocks, chemicals, external items), instantaneous hot water, hand basin and sink (mixer with hot & cold water) and space for vendor’s items. – Optional external items beyond the kiosk footprint may be included, omitted or removed including awnings, etc
Wayfinding and Information	<ul style="list-style-type: none"> – In keeping with the City’s Legible Sydney Wayfinding Strategy and the Legible Sydney Design Manual – All required signage to be sympathetically integrated / accommodated within the shelter design
Smart City Module (Option)	<ul style="list-style-type: none"> – Touchscreen Panel. Panel may be for wayfinding, event information or other agreed uses. – 3 x USB Charging Points – Wireless Charging Point for Mobile Devices
Charging Point (Option)	<ul style="list-style-type: none"> – 1 x10A mobility scooter charging point. – Charging device locations must not be in a position the will result in an obstruction path of travel when in use.
Electrical Supply	<ul style="list-style-type: none"> – Utility Special Small Service (SSS), or where electrical load exceeds SSS, then either: <ul style="list-style-type: none"> ▪ utility-compliant smart metered switchboard added to nearby City stand-alone main switchboard; or where not available ▪ utility-compliant smart metered switchboard integrated into street furniture. – Sub-metering to monitor electrical consumption of all energy users. – Remote energy isolation control where digital advertising panels are fitted. – Local energy isolation control for all energy users. – One concealed 10A GPO for City operational use. – In the event that AusGrid power connection not being available, solar power can be considered
Stormwater	<ul style="list-style-type: none"> – Rainwater from roof shall discharge to footway in a directed and controlled manner to minimise splashing.

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Item	Functional and Performance Requirements
Sewer Service	<ul style="list-style-type: none"> - Capacity for sewer connection. - Optional Sewer Connection. Meets Sydney Water requirements, and has adequate inspection points included to ensure service can be easily cleared.
Potable Water Service	<ul style="list-style-type: none"> - Capacity for potable water connection. - Potable water (option). Water meter to be integrated into furniture design that meets Sydney Water requirements expressly for the use of a kiosk licensee.
Data Connection	<ul style="list-style-type: none"> - Capacity for data connection. - Optional data connection. Meets NBN service standards.
Security	<ul style="list-style-type: none"> - Standardised key entry - Ability to track and monitor when the kiosk is open /secure. -
Host for Wireless Communications	<ul style="list-style-type: none"> - Spatial integration and electrical power provision/connection for wi-fi and mobile small cell equipment (including communications link and antenna).
Enabling for future/ smart technologies	<ul style="list-style-type: none"> - Space proofing and conduit for sensors, cameras, and communications devices.
Advertising Panels	<ul style="list-style-type: none"> - The installation of Advertising Panels and/or Advertising Screens may not be suitable for all the locations where kiosks will be installed. Accordingly the City will have the right to nominate which kiosks must incorporate Advertising Panels and/or Advertising Screens and which will not. Accordingly the Service Provider will only install Advertising Panels and/or Advertising Screens on those kiosks nominated by the City.

4.3.3 Toilet

Item	Functional and Performance Requirements
Modular Design	<ul style="list-style-type: none"> - A design responding to site conditions and location needs including sloping sites, narrow footways and proposed Toilet configuration. - Toilet configurations are all unisex accessible type, either single or double; double configuration is to include one accessible and one ambulant unit - Distinctive and recognizable design to be differentiated from kiosk design.

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Item	Functional and Performance Requirements
	<ul style="list-style-type: none"> – Door design to be sliding, automatic operation, programmable (interchangeable) to default open or closed. – Level, nonslip floor and compliant falls to facilitate free flowing drainage / prevent water ponding. Durable surface to withstand regular movement of people. – Grouting shall be epoxy based grout to prevent urine stains and odour – Floor drain/grate drain cover shall be anti-slip with heel and wheelchair proofing. – Appropriate ventilation: provide natural or mechanical ventilation option – No charge to enter mechanism/facility is to be included (Toilets are free of charge)
Weather protection	<ul style="list-style-type: none"> – Considers rain, sun and wind. Any walls and roof may have flexibility to be orientated to suit site conditions and location needs. – Roof design is to consider visibility of roof from adjacent higher buildings
Accessibility	<ul style="list-style-type: none"> – In keeping with the City's Inclusion (Disability) Action Plan 2017–2021 – Access compliance requirements to be sympathetically integrated / accommodated within the toilet design (including braille and tactile signage). – Access specialist advice to be sought and implemented. – Toilet design is to be fully compliant with AS1428
Clearance	<ul style="list-style-type: none"> – Permits unobstructed clear path of travel at boundary line of at least 1.2m, but preferably 1.8m – Permits setback from kerb of at least 0.6m
Lighting	<ul style="list-style-type: none"> – Automated lighting when facility is entered – Energy efficient lighting, e.g. LED; – External lights to Sydney Lights Code (include illuminated push buttons and doorway) – Lighting within the toilet to be sensor activated – Lighting to be compliant with Australian Standards. – Use of natural light where viable
Fit-out Items	<ul style="list-style-type: none"> – All fixtures and fittings to be high grade stainless steel – Accessible pan and cistern including back rests, grab rails and large toilet roll holders, with auto/sensor activated flush – Mirror to be frameless polished stainless steel with rounded edges, fixed to wall with tamper-proof security screws – Hand basin with sensor activated hot and cold water – Sensor activated soap dispenser – Paper towel dispensers or sensor activated hand dryer – Baby change facility

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Item	Functional and Performance Requirements
	<ul style="list-style-type: none"> - Contaminated sharps container, located so that the access point for disposal is inaccessible for small children, i.e. 1300mm min height, as per NSW Health Guidelines - Clothes hook (anti-ligature) - Space for paper towel bins and/ or sanitary disposal units - Each toilet will be equipped with an automated floor cleaning system which meets a specification approved by the City prior to installation (acting reasonably)
Wayfinding and Information	<ul style="list-style-type: none"> - In keeping with the City's Legible Sydney Wayfinding Strategy and the Legible Sydney Design Manual - All required signage including accessible signage to be sympathetically integrated / accommodated within the toilet design - Contact information on outside of toilet - Audible messaging instructions for facility usage
Smart City Module (Option)	<ul style="list-style-type: none"> - Touchscreen Panel. Panel may be for wayfinding, event information or other agreed uses. - 3 x USB Charging Points - Wireless Charging Point for Mobile Devices
Charging Point (Option)	<ul style="list-style-type: none"> - 1 x10A weather proof mobility scooter charging point. - Charging device locations must not be in a position that will result in an obstruction path of travel when in use.
Electrical Supply	<ul style="list-style-type: none"> - Utility-compliant smart metered switchboard to be integrated into design of street furniture. - Sub-metering to monitor electrical consumption of all energy users. - Remote energy isolation control where digital advertising panels are fitted. - Local energy isolation control for all energy users. - One concealed weather proof 10AGPO for City operational use. - In the event that AusGrid power connection not being available, solar power can be considered.
Stormwater	<ul style="list-style-type: none"> - Rainwater from roof shall discharge to footway in a directed and controlled manner to minimise splashing.
Sewer Service	<ul style="list-style-type: none"> - Adequate inspection points included to ensure service can be easily cleared. - Meets Sydney Water requirements.
Potable Water Service	<ul style="list-style-type: none"> - Water meter to be integrated into furniture design that meets Sydney Water requirements expressly for the use of operating and cleaning the toilet. - Water tap for cleansing operations/maintenance locked away from use by public.
Security	<ul style="list-style-type: none"> - Intercom with 7 day, 24-hour attendance for emergencies - Emergency button and door release button installed at low level to be reachable from floor - Standardised key for operational/maintenance entry. - Ability to close the toilet for cleaning and maintenance. - Sensor activated access

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Item	Functional and Performance Requirements
	<ul style="list-style-type: none"> – Programmable timed entry for patrons. – Include feature sensor for remote data collection and logging of usage, occupancy, cleaning cycles, power and water consumption – In a power outage there will be light and emergency exit opening – Emergency release button from exterior out of sight
Host for Wireless Communications	<ul style="list-style-type: none"> – Spatial integration and electrical power provision/connection for wi-fi and mobile small cell equipment (including communications link and antenna).
Enabling for future/ smart technologies	<ul style="list-style-type: none"> – Space proofing and conduit for sensors, cameras, and communications devices. Feature sensor with capability for data recording and reporting live data where possible and where not reasonable monthly reports including: <ul style="list-style-type: none"> o Facility use – by hour/day/month/year-to-date – per toilet, per facility o Occupancy duration – per toilet, per facility o Status of facility – outage status, number of outages (month), length of outage, outage reason (eg power, water); o Power and water consumption o Consumables consumption – required on annual basis for all consumables used for all toilets o Issues – eg use of emergency assistance
Advertising Panels	<ul style="list-style-type: none"> – Either static, scrolling or digital displays. These assets that may be arranged parallel as well as perpendicular to the kerb, and integrated into the toilet exterior. Advertising Panels size can be flexible to suit site conditions and location needs. This asset may be added, omitted or permanently removed without compromising the appearance or functional performance of the toilet. – Energy efficiency of panels (whether dynamic or static) to be world best practice – Maximum digital screen size to be 215 cm (86 inch). – Digital screens to have ability to remotely modify advertising content.

4.3.4 Communications Pylon

Item	Functional and Performance Requirements
Modular Design	<ul style="list-style-type: none"> – A design responding to site conditions and location needs including sloping sites, narrow footways and proposed configuration of Communications Pylon. 1.2m wide and 0.8m overall width options shall be available. – Provide a one Advertising panel and 2 Advertising Panel option
Weather protection	<ul style="list-style-type: none"> – Considers rain, sun and wind. Can be orientated to suit site conditions and location needs.

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Item	Functional and Performance Requirements
Accessibility	<ul style="list-style-type: none"> – In keeping with the City's Inclusion (Disability) Action Plan 2017–2021 – Access compliance requirements to be sympathetically integrated / accommodated within the Communications Pylon design (including braille and tactile signage). – Design is to avoid the need for Tactile Ground Surface Indicators. – Access specialist advice to be sought and implemented.
Clearance	<ul style="list-style-type: none"> – Permits unobstructed clear path of travel at boundary line of at least 1.2m, but preferably 1.8m. – Permits setback from kerb of at least 0.6m
Lighting	<ul style="list-style-type: none"> – To Sydney Lights Code – Lighting to be compliant with Australian Standards.
Wayfinding and Information	<ul style="list-style-type: none"> – In keeping with the City's Legible Sydney Wayfinding Strategy and the Legible Sydney Design Manual – All required signage to be sympathetically integrated / accommodated within the Communications Pylon design
Smart City Module	<ul style="list-style-type: none"> – Touchscreen Panel. Panel may be for wayfinding, event information or other agreed uses. – 3 x USB Charging Points – Wireless Charging Point for Mobile Devices
Charging Point (Option)	<ul style="list-style-type: none"> – 1 x10A mobility scooter charging point. – Charging device locations must not be in a position the will result in an obstruction path of travel when in use.
Electrical Supply	<ul style="list-style-type: none"> – Utility Special Small Service (SSS), or where electrical load exceeds SSS, then utility-compliant smart metered switchboard added to nearby City stand-alone main switchboard. – Sub-metering at switchboard to monitor electrical consumption of all energy users. – Remote energy isolation control where digital advertising panels are fitted. – Local energy isolation control for all energy users.
Host for Wireless Communications	<ul style="list-style-type: none"> – Spatial integration and electrical power provision/connection for wi-fi and mobile small cell equipment (including communications link and antenna).
Enabling for future/ smart technologies	<ul style="list-style-type: none"> – Space proofing and conduit for sensors, cameras, and communications devices.
Advertising Panels	<ul style="list-style-type: none"> – Either static, scrolling or dynamic digital displays. Single sided or multiple sided displays. These assets that may be arranged parallel as well as perpendicular to the kerb or boundary line. Advertising Panels size can be flexible to suit site conditions and location needs. This asset may be added, omitted or permanently

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Item	Functional and Performance Requirements
	<p>removed without compromising the appearance or functional performance of the Communications Pylon.</p> <ul style="list-style-type: none">– Energy efficiency of panels (whether dynamic or static) to be world best practice– Maximum digital screen size to be 86 inch.– Digital screens to have ability to remotely modify advertising content

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4.3.5 Utility Service Connections

Item	Functional and Performance Requirements
<ul style="list-style-type: none"> General Electrical Water Sewer Communications 	<ul style="list-style-type: none"> All utility services are to be arranged by the Service Provider who will ensure that all installation and ongoing usage costs for the service are issued to the Service Provider for payment. The Service Provider shall ensure that all billing is transferred to the City (or its nominated future service provider) when ownership of the asset is transferred to the City. Every Shelter, Kiosk and Toilet (and as appropriate Communications Pylons) shall have provision for an Ausgrid-compliant metered supply and main switch board to be integrated into the building design (Note: As indicated elsewhere in these specifications, some items of street furniture may not be fitted with metering or main switchboard because they are serviced from another item of street furniture or from a remote switchboard). The switchboards shall supply the energy needs for that street furniture item as well as other street furniture such as Shelters and Communications Pylons in the near vicinity. Where shelters have energy consumption needs greater than a Special Small Service, then the energy connection shall be (in preference order): <ul style="list-style-type: none"> A nearby Kiosk, Toilet or Shelter with metered supply An integrated Meter/Switchboard Where Communications Pylons have energy consumption needs greater than a Special Small Service, then the energy connection shall be (in preference order): <ul style="list-style-type: none"> A nearby Kiosk, Toilet or Shelter with metered supply An existing City Switchboard (additional meter to be added and possible upgrade to supply required). A new stand-alone switchboard. For any new metered supply it shall have a minimum energy supply which is the greater of either <ul style="list-style-type: none"> 32A single phase; or projected maximum demand + 30% for future growth in capacity. For any electricity supply there will be a switchboard with dedicated circuits for each separate energy user. An energy user may be: <ul style="list-style-type: none"> OOH Media Provider (Advertising panels, sensing equipment, City (Lighting, operational GPO's, Smart City Module, Charging Point, energy consumption measurement) Kiosk Licensee Communications Carrier (Phone, wi-fi, mobile data) One spare circuit for future additional user.

Street Furniture Design Specifications

	<ul style="list-style-type: none">• Digital power meters (DPMs) will be used to measure electrical power consumption. The DPMs will have the capabilities of smart meters in that they will be able to report consumption in real time (30 minute interval or better) and place a time and date stamp on this data. DPMs are typically networked in a daisy chain manner to a logger/gateway or to a terminal DPM with on board data logging/gateway capability.• If the Service Provider proposes to on-charge for electricity, it must do so in a way that is consistent with the requirements of the Australian Energy Regulator and any other relevant body. In the absence of such a protocol, all electricity charges must be borne by the Service Provider.• For all digital screens, remote energy isolation is required to ensure that whenever the public electricity supply system is under peak load as determined by AEMO, State Minister for Energy or other responsible entity (e.g. risk of system overload during sustained period of hot weather), then energy to the screens can be isolated (switched off as it is considered a discretionary electrical load).
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Street Furniture Design Specifications

5 Appendices

- 5.1 Shelter Requirements at Bus Stops, TfNSW, Version 6.0, 31.05.2018
- 5.2 Design Safety Assessment (DSA) Proforma
- 5.3 Design Return Brief Proforma
- 5.4 Sample bus shelter locations/challenging locations
- 5.5 Life cycle assessment report for the existing Sydney Suite Assets
- 5.6 Workshop drawings, specifications and maintenance manual for existing Sydney Suite – bins and seats
- 5.7 Sustainable Design Technical Guide (SDTG)
- 5.8 Street Furniture – Draft Design and Placement Guidelines
- 5.9 Maintenance Manual – Seat and Bin
- 5.10 [Legible Sydney Design Manual](#)
- 5.11 3D visualisation examples

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Document owner
TfNSW Wayfinding Program



Shelter requirements at bus stops

Transport for NSW

Version 6.0
For information
31.05.2018

TfNSW Customer Services Division
Wayfinding Program

Shelter requirements at bus stops

Introduction

Background

This document outlines Transport for NSW's (TfNSW's) requirements for shelters at bus stops.

TfNSW has been invited by the City of Sydney to provide these requirements as part of its current tender process for the provision of street furniture, out-of-home media and public wi-fi services.

Contents

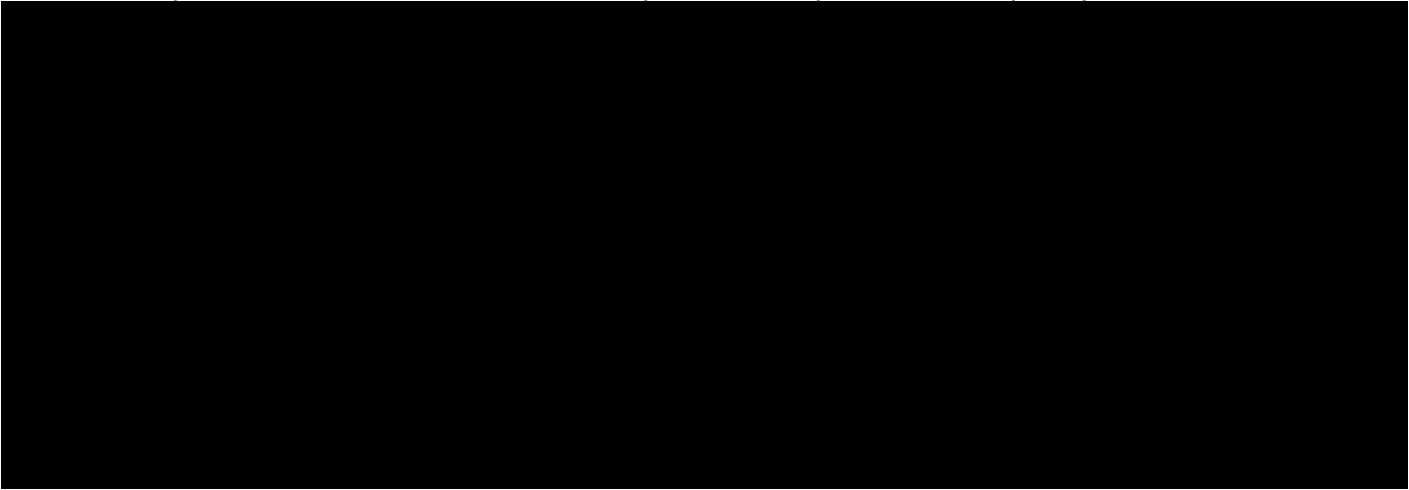
- 1 Customer environment requirements
- 2 Bus stop layout
- 3 Wayfinding and customer information
 - Signs provided by TfNSW*
- 4 Wayfinding and customer information
 - Requirements to be met by the shelter provider*
- 5 Digital signs
- Appendix A: Bus stop layout diagram

1 Customer environment
Requirements

1.1 Customer experience drivers

1.2 Customer experience at bus stops

1.3 Spatial layout

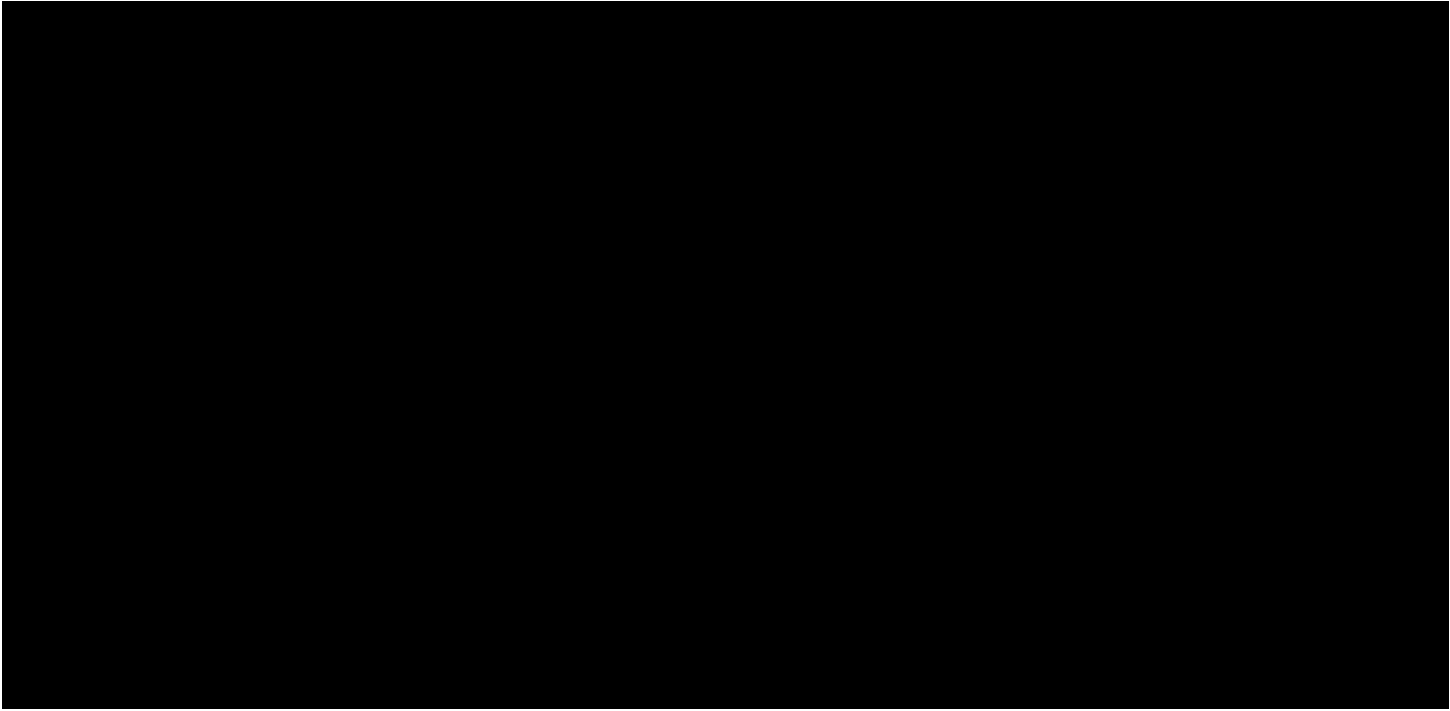


1 Customer experience
Requirements

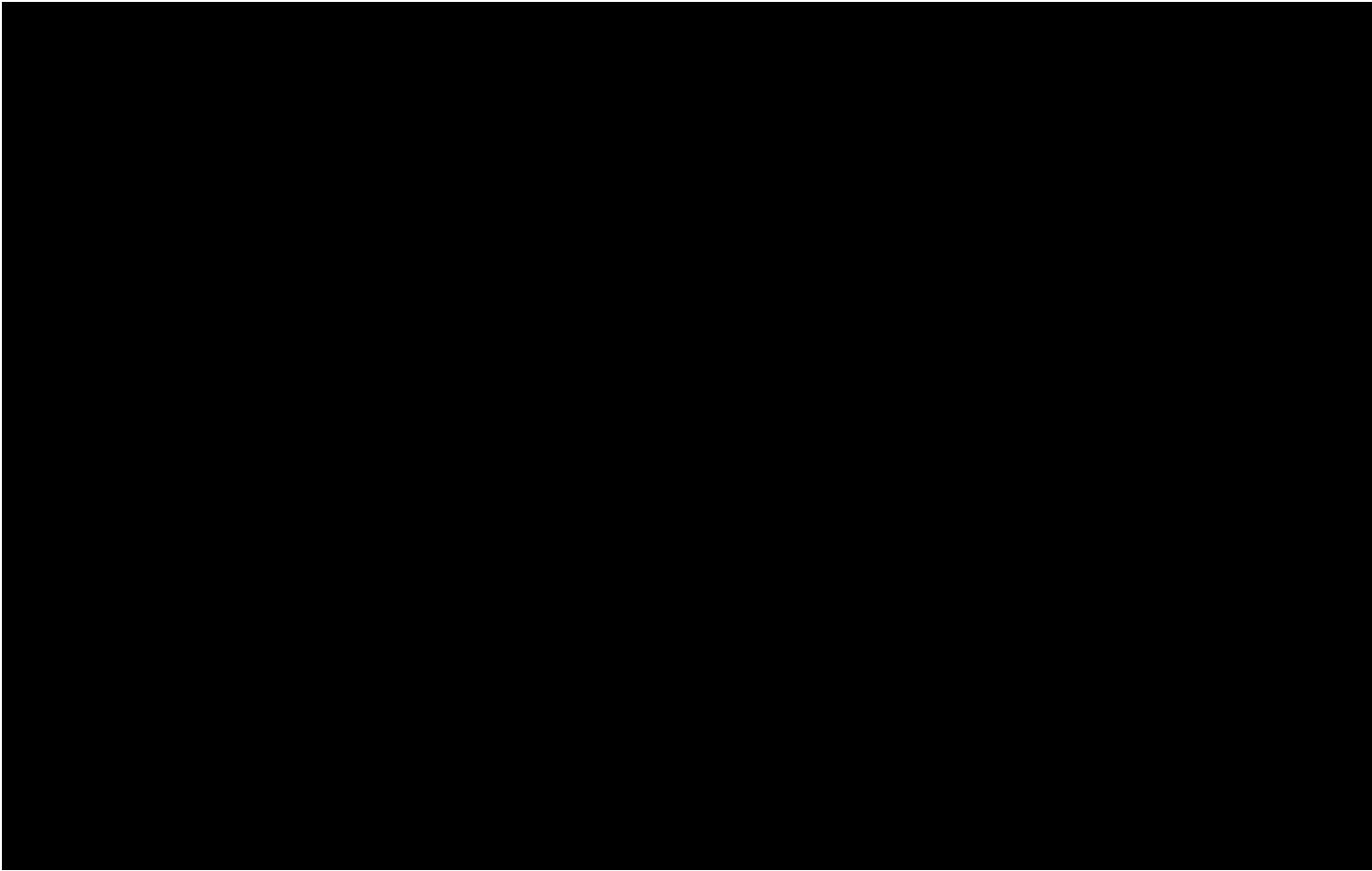
1.4 Waiting areas and accessibility

1.5 Sightlines

1.6 Circulation and queuing



2 Bus stop layout
Requirements



2 **Bus stop layout**
Requirements

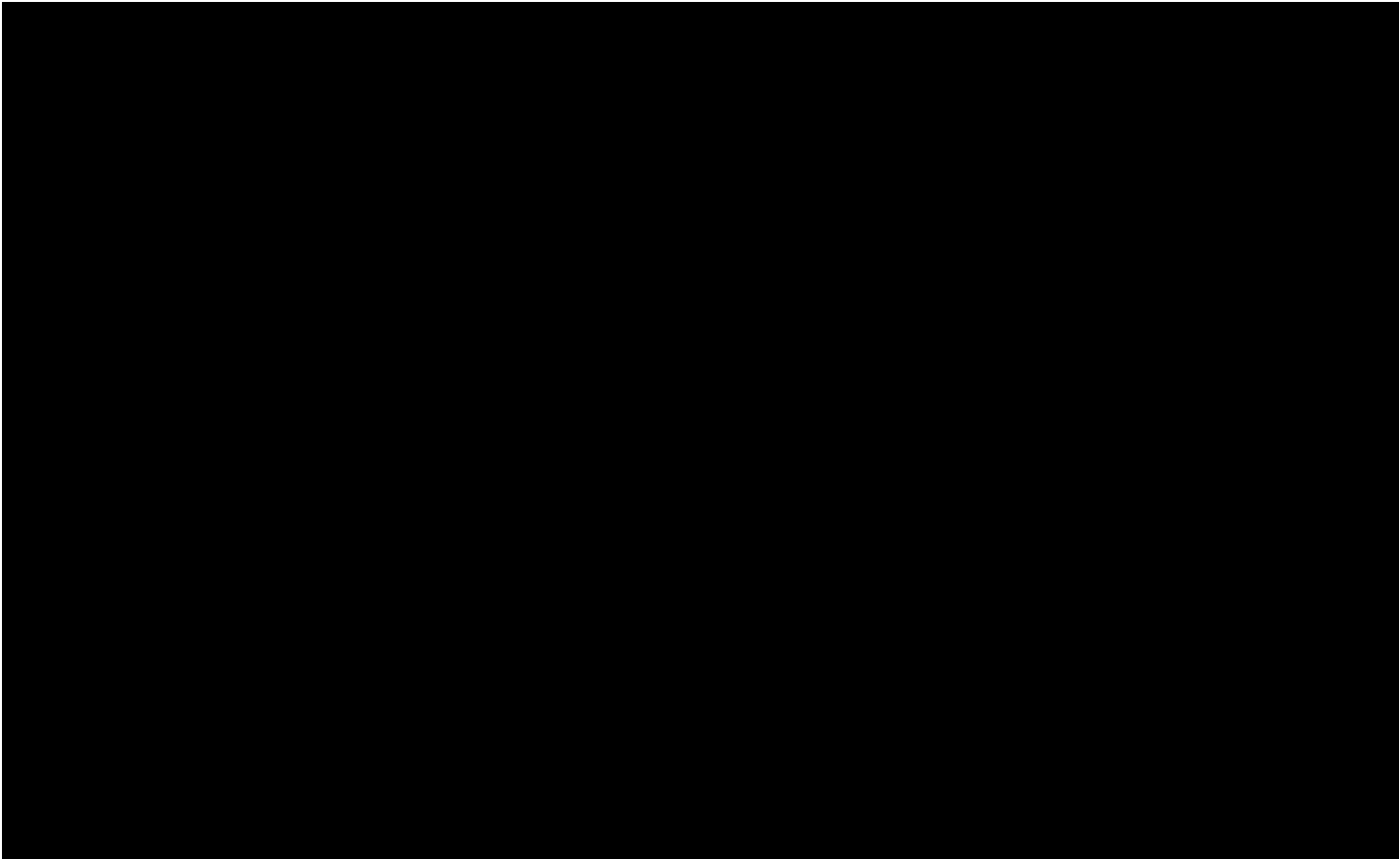
2.3 Requirements at the HoS

2.4 B-Pole

2.7 Street furniture and other elements



3 Wayfinding and customer information
Signs provided by TfNSW

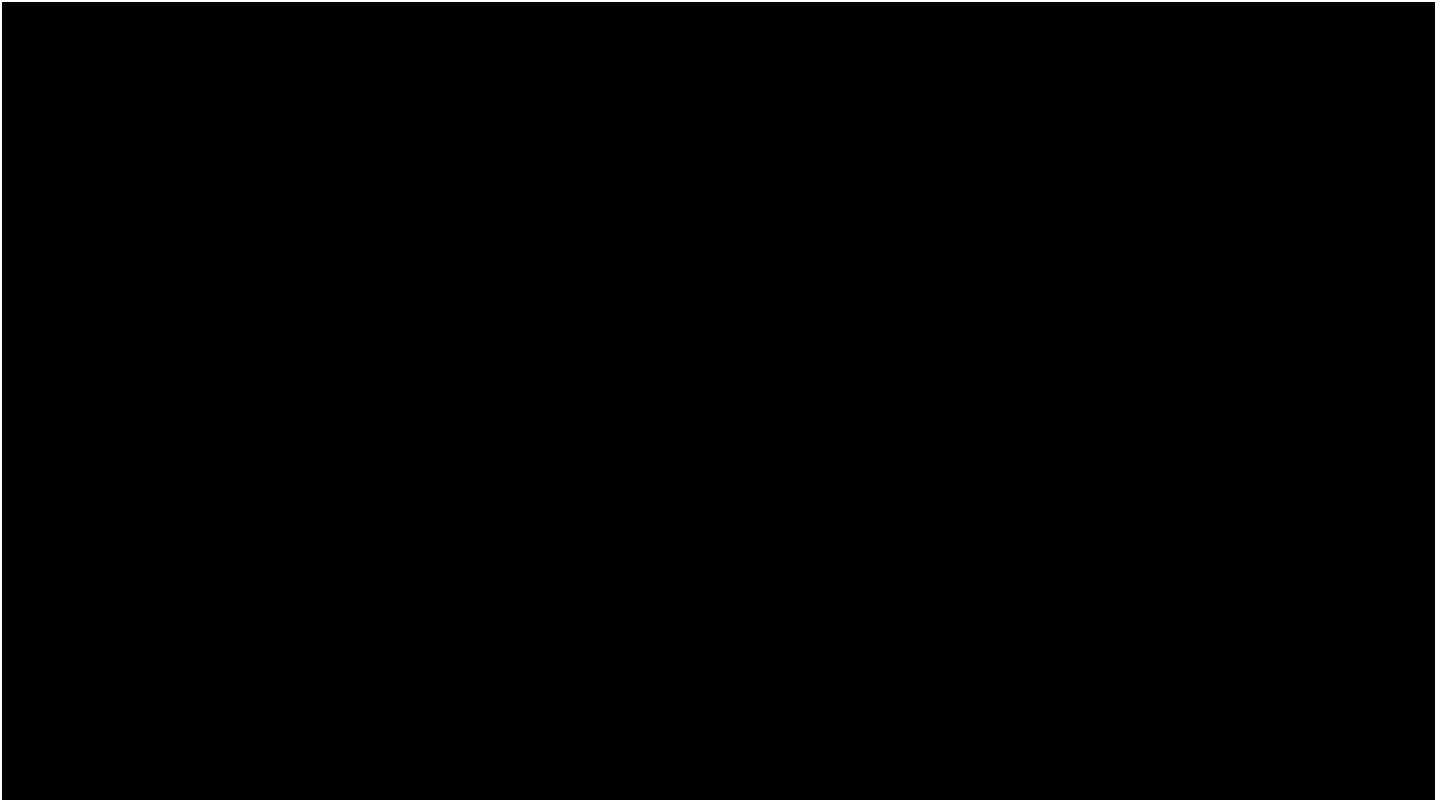


4 Wayfinding and customer information
Requirements to be met by the shelter provider

4.1 Signs, fixings and provisioning to be

4.2 Poster cases

4.3 Stop name signs



4 Wayfinding and customer information

Requirements to be met by the shelter provider



4 Wayfinding and customer information

Requirements to be met by the shelter provider



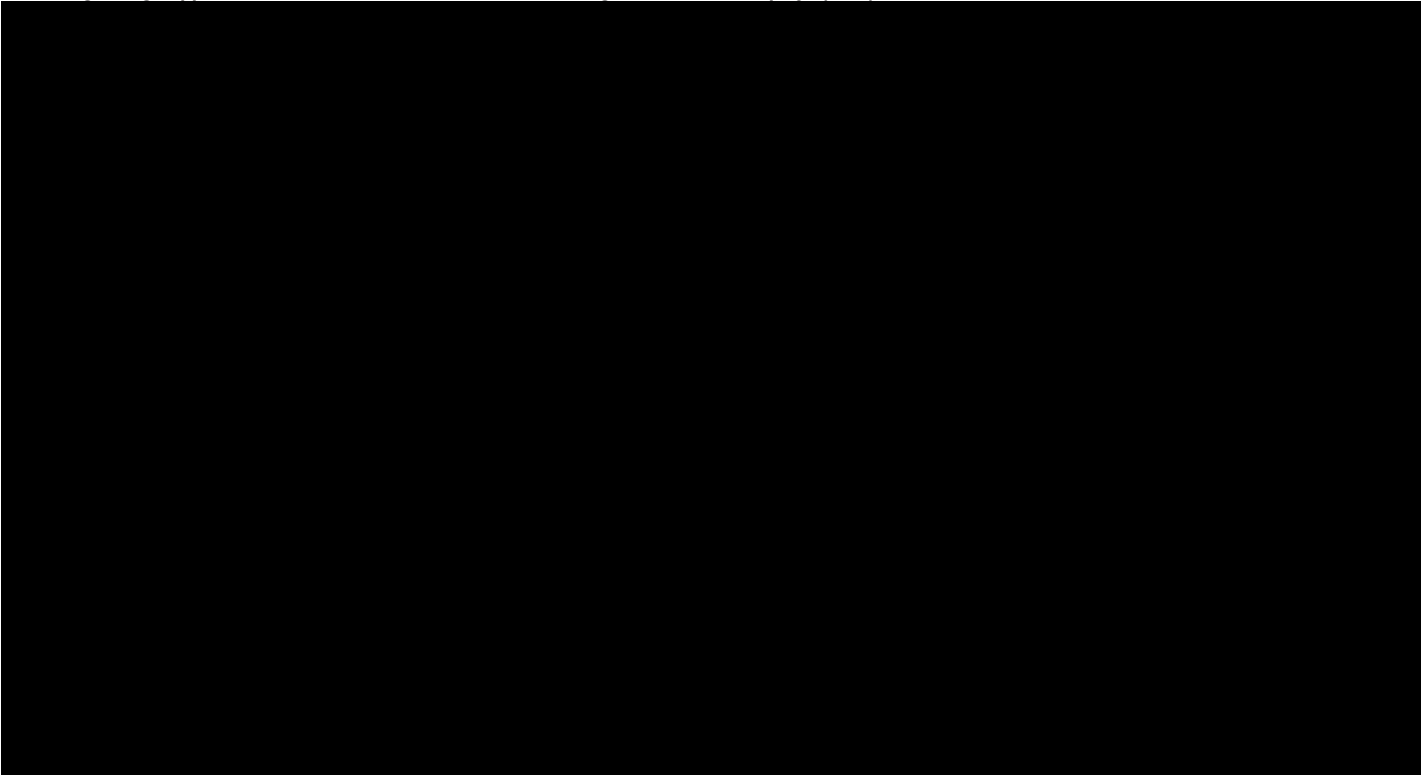
5 Digital signs and displays

Content and functionality

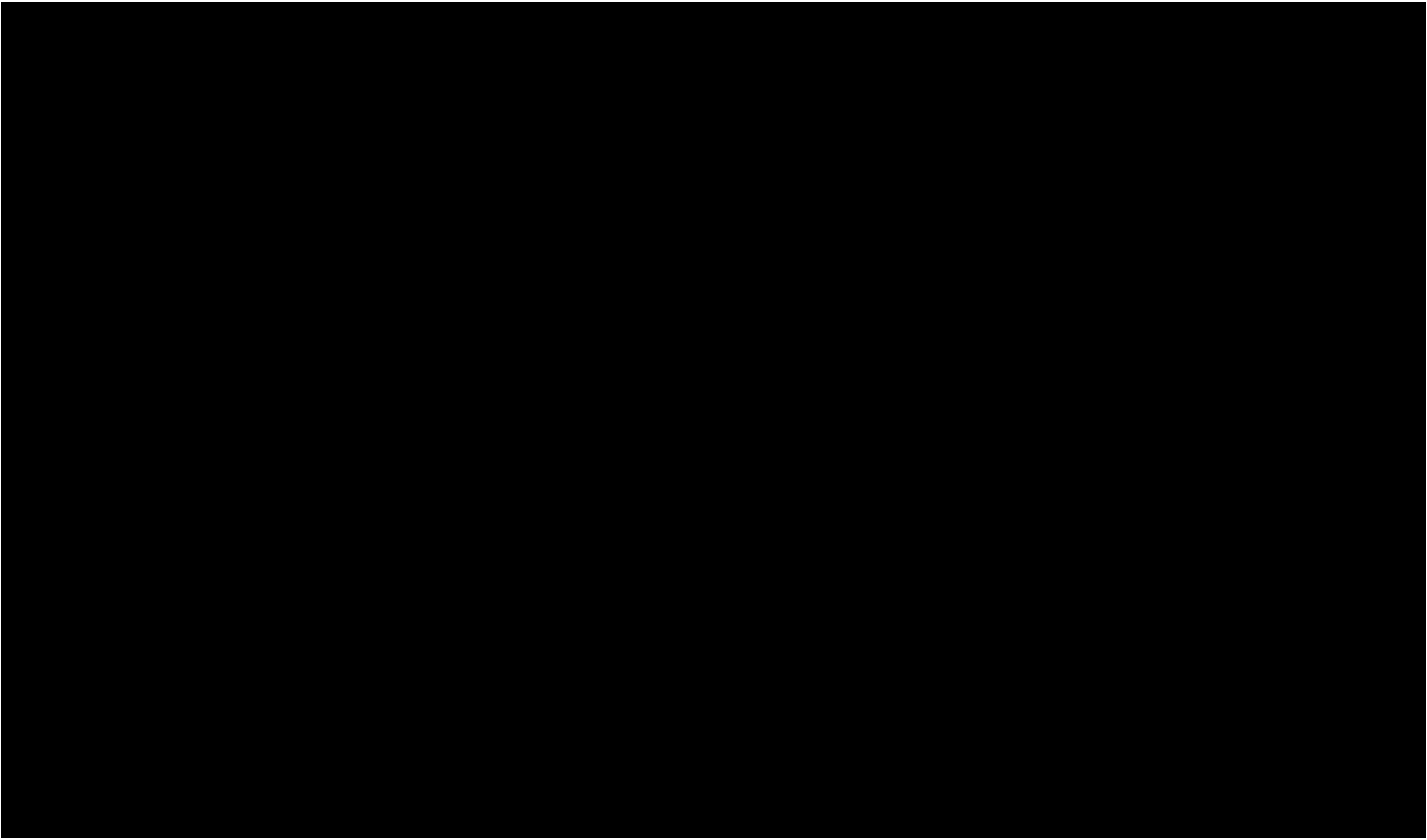
5.1 Digital sign opportunities

5.3 Passenger information displays (PIDs)

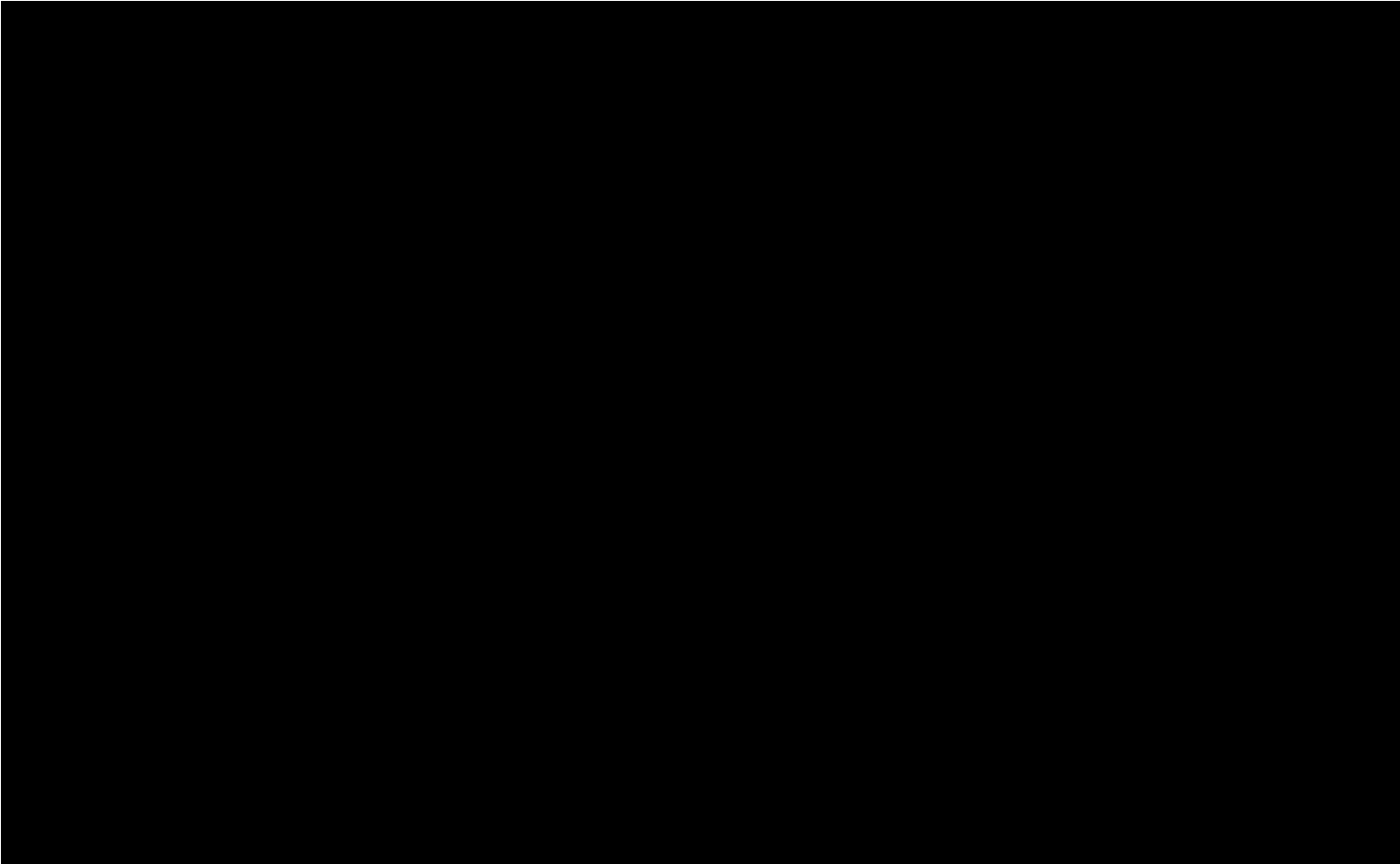
system for bus customers.



5 Digital signs and displays
Content and opportunities



Appendix A
Bus stop layout



Safety in Design

Project Details

Project Name	
Project Location	
Project Team	
Business Unit	
Designer or Design Consultants	
DSA Prepared by	
Project Description	
Relevant WHS Guides	WHS Act 2011, WHS Regulation 2011 Code of Practice or Australian Standard relevant to this DSA, BCA Codes

Consultation, Review and Document Control

Project Phases	At Concept Design	At 80% Documentation	At Completion / handover
Consultation			
WHS - (Name)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asset Manager - (Name)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
End user reps/Other* -(Name)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reviewed			
Project Design Manager	<u>[insert signature]</u>	<u>[insert signature]</u>	<u>[insert signature]</u>
date	<u>[insert date]</u>	<u>[insert date]</u>	<u>[insert date]</u>
Business Unit Manager	<u>[insert signature]</u>	<u>[insert signature]</u>	<u>[insert signature]</u>
date	<u>[insert date]</u>	<u>[insert date]</u>	<u>[insert date]</u>
Document Control			
Copy to Asset Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy to Relevant Contractors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy to TRIM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reference	<u>[insert TRIM Ref no]</u>	<u>[insert TRIM Ref no]</u>	<u>[insert TRIM Ref no]</u>

* For example, Operational staff, Union, Health and Safety Representative, Contractor, Other Asset managers

Design Safety Assessment (DSA)

Design Safety Assessment

Project Name

Project Location

Project Team

Business Unit

Designer or Design Consultants

Date (date/month/year)

Life Phase	Hazard Identified	Location and work activity of WHS Hazard	Potential impact of hazard	Persons Affected	INITIAL ASSESSMENT			Alternatives/Suggested Controls	REVISED ASSESSMENT			Responsibility/Management	Residual Risk	Additional Requirements
					Likelihood	Consequences	Risk Rating		Likelihood	Consequences	Risk Rating			
1.0	Builtability													
1.1														
1.2														
1.3														

Design Safety Assessment (DSA)

Design Safety Assessment

Date

(date/month/year)

Project Name

Project Location

Project Team

Business Unit

Designer or Design Consultants

INITIAL ASSESSMENT

REVISED ASSESSMENT

Life Phase	Hazard Identified	Location and work activity of WHS Hazard	Potential impact of hazard	Persons Affected	Likelihood	Consequences	Risk Rating	Alternatives/Suggested Controls	Likelihood	Consequences	Risk Rating	Responsibility/Management	Residual Risk	Additional Requirements
2.0	Maintainability													
2.1														
2.2														
2.3														

Design Safety Assessment (DSA)

Design Safety Assessment

Date

(date/month/year)

Project Name

Project Location

Project Team

Business Unit

Designer or Design Consultants

INITIAL ASSESSMENT

REVISSED ASSESSMENT

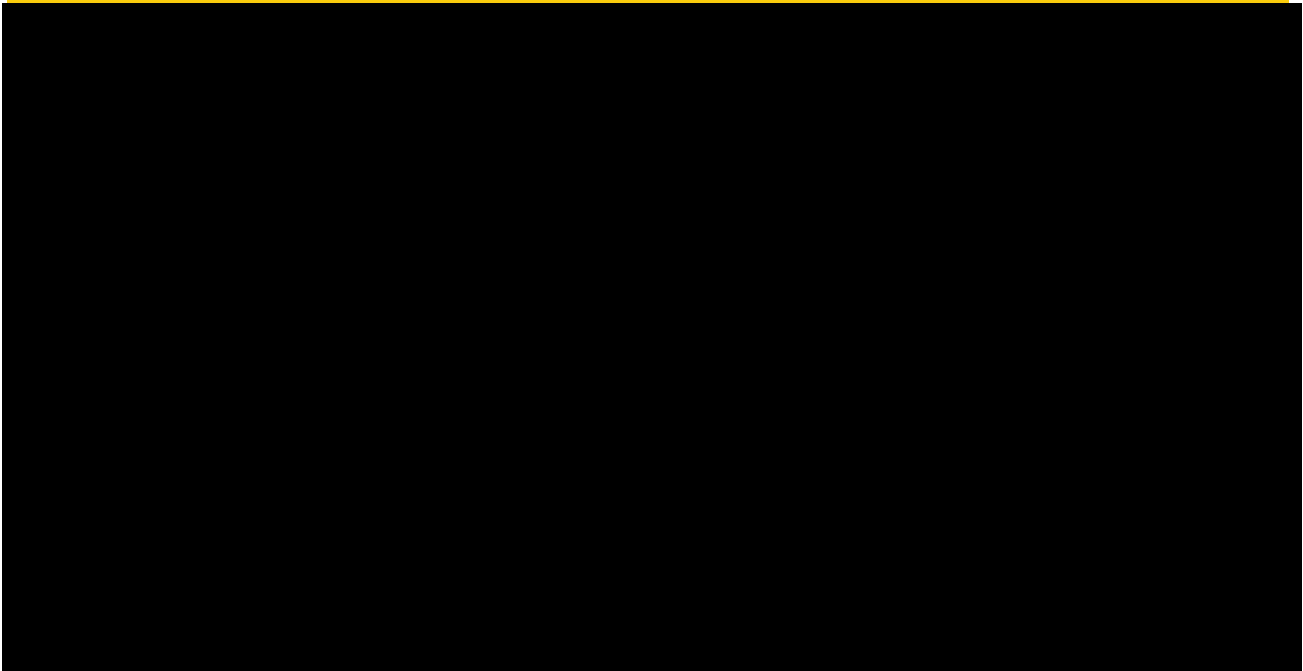
Life Phase	Hazard Identified	Location and work activity of WHS Hazard	Potential impact of hazard	Persons Affected	Likelihood	Consequences	Risk Rating	Alternatives/Suggested Controls	Likelihood	Consequences	Risk Rating	Responsibility/Management	Residual Risk	Additional Requirements
3.0	Useability													
3.1														
3.2														
3.3														

Design Safety Assessment (DSA)														
Design Safety Assessment					Date (date/month/year)									
Project Name Project Location Project Team Business Unit Designer or Design Consultants														
					INITIAL ASSESSMENT			REVISED ASSESSMENT						
Life Phase	Hazard Identified	Location and work activity of WHS Hazard	Potential impact of hazard	Persons Affected	Likelihood	Consequences	Risk Rating	Alternatives/Suggested Controls	Likelihood	Consequences	Risk Rating	Responsibility/Management	Residual Risk	Additional Requirements
4.0 Decommissioning														
4.1														
4.2														
4.3														

Safety in Design	
Explanation Sheet	
Site Location	
Completed by	
Project Description	
Area/Level	
Life Phase	
Hierarchy of Control	
Work Activity	
WHS Hazards	
Some example categories of hazards:	
C - P - R*	
Initial Assessment	
Persons Affected	
Control Measures	
Revised Assessment	
Residual Risk	
Additional Requirements	

*The Consequence, Probability and Risk is determined using the Risk Matrix provided with this document.

Safety in Design

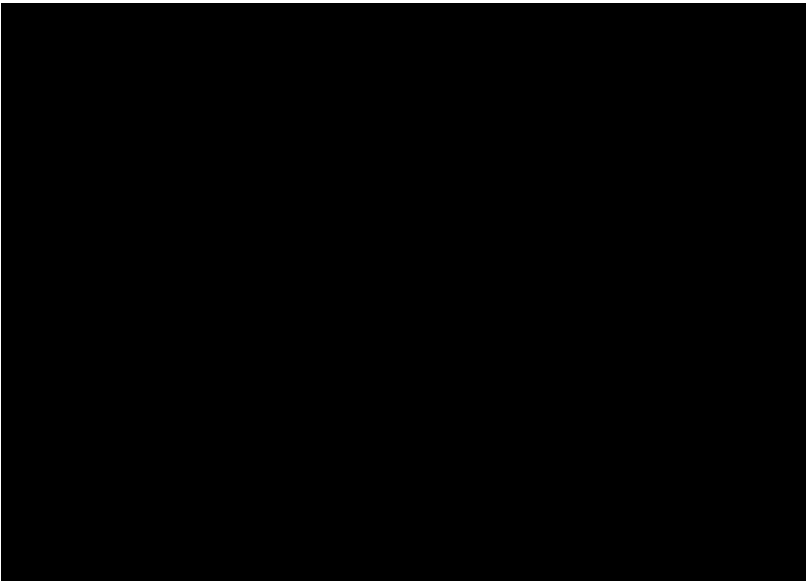
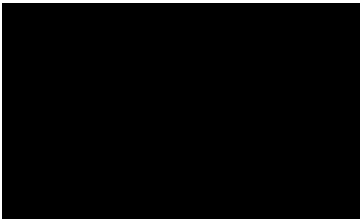


Safety in Design		
Typical Buildability Hazards		
Hazard	Examples	Design Considerations
Building materials used	Flammable materials Materials emitting toxic fumes	
Building profile	Construction risks relating to shape and complexity of building	
Confined spaces	Working in enclosed spaces Release of fumes Inadequate ventilation	
Construction Method	Temporary placement of construction plant and materials Use of scaffolding Movement & operation of plant and equipment Sequencing and timing of works	

Demolition



Electrical wiring and
equipment

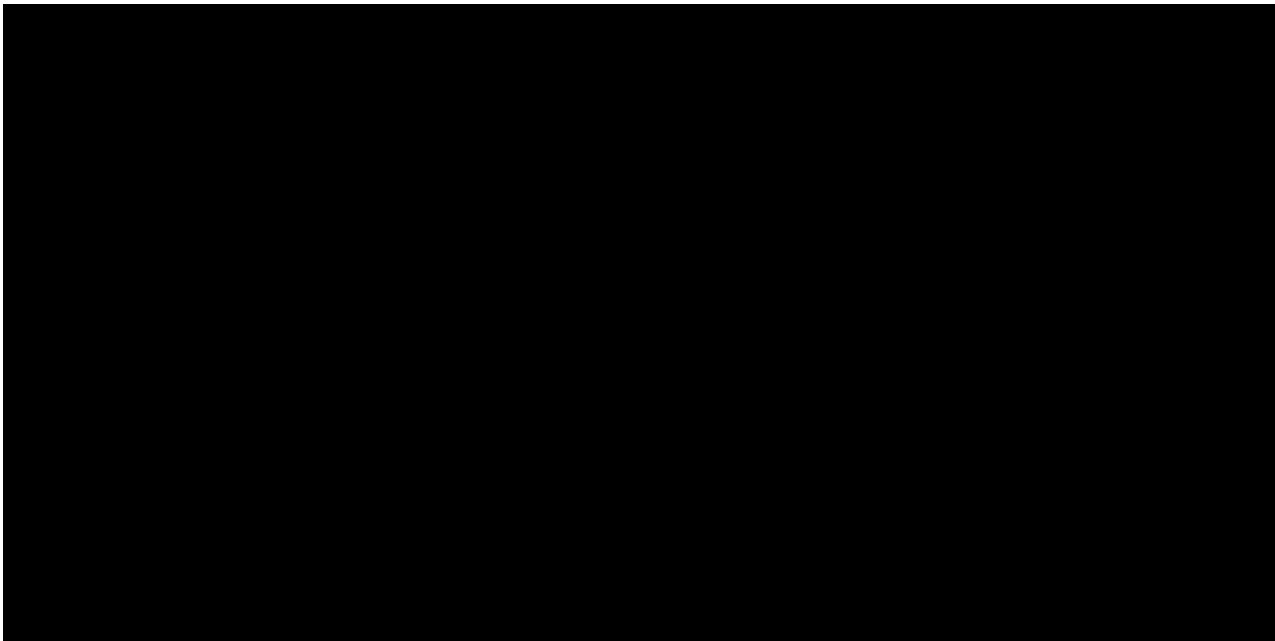


Environmental
conditions

Ergonomics and
Hazardous Manual
Tasks

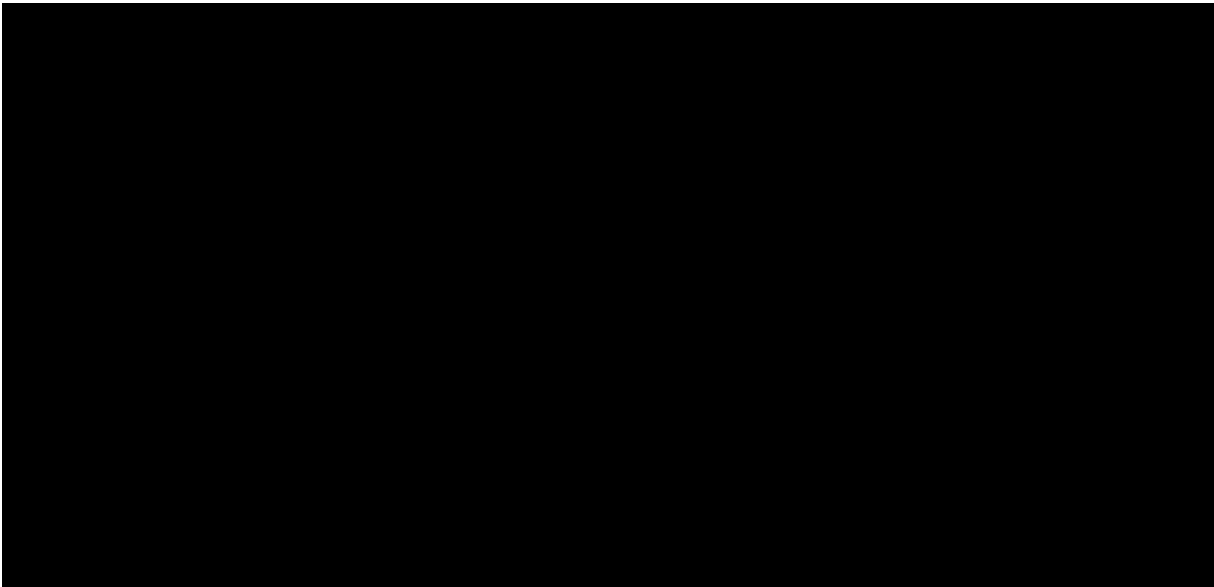


Excavation



- Storage and use of flammable materials
- Fire risks
- Fire detection systems
- Fire and Emergencies
 - Availability of fire fighting equipment
 - Access for and structural capacity to carry fire tenders
 - Emergency routes and exits

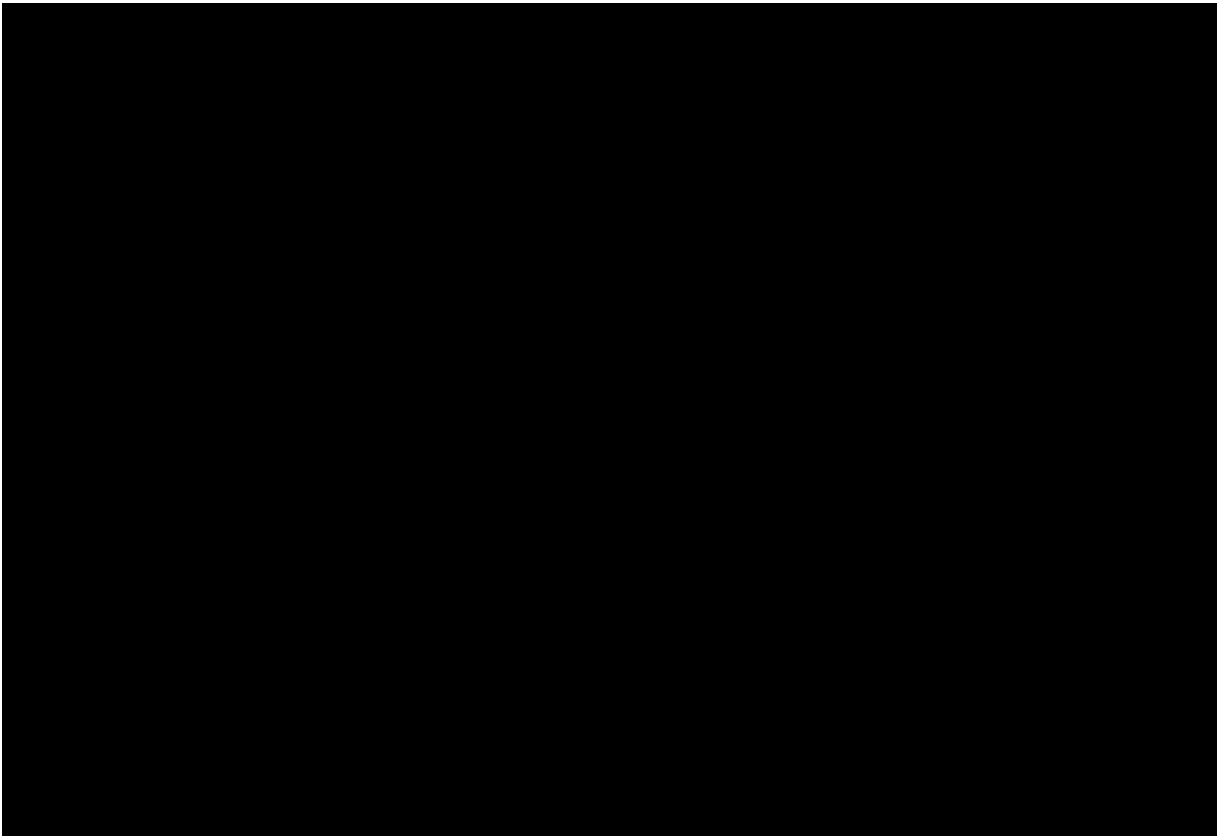
Hazardous Chemicals



Movement of
materials, plant and
vehicles

Noise

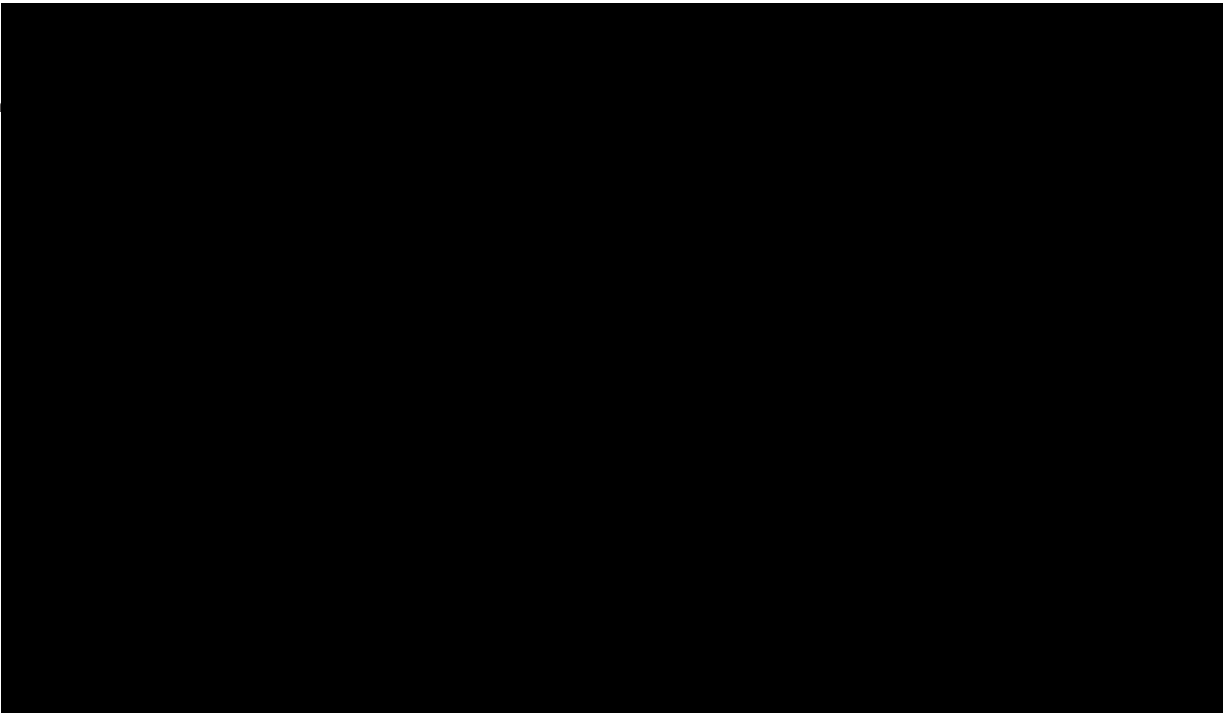
Slips, Trips and Falls



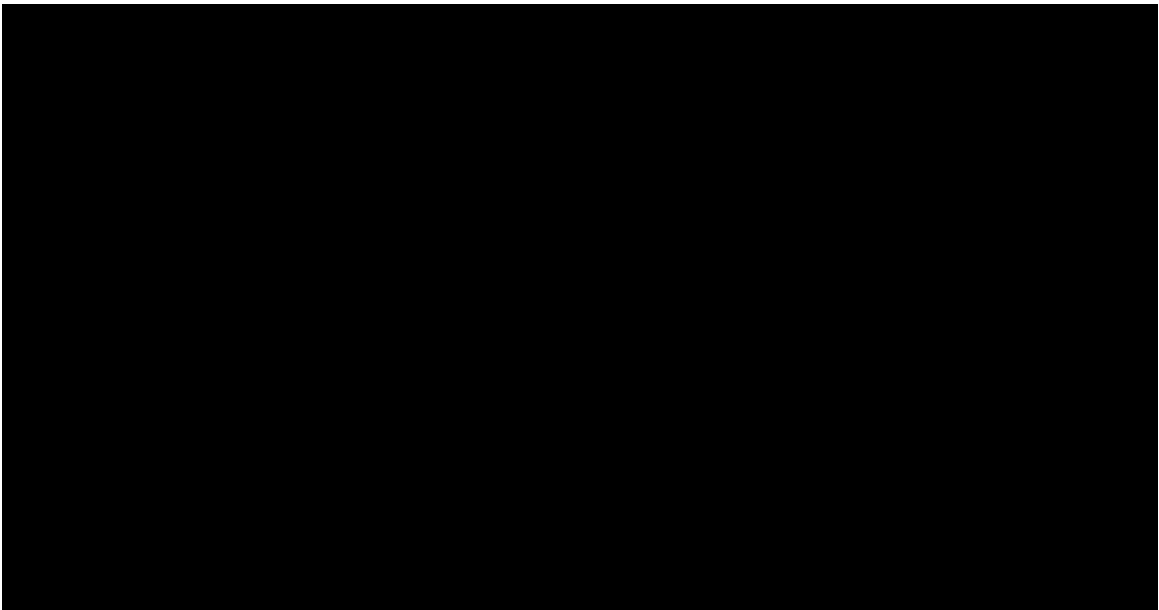
Structural strength and
stability

Traffic Management

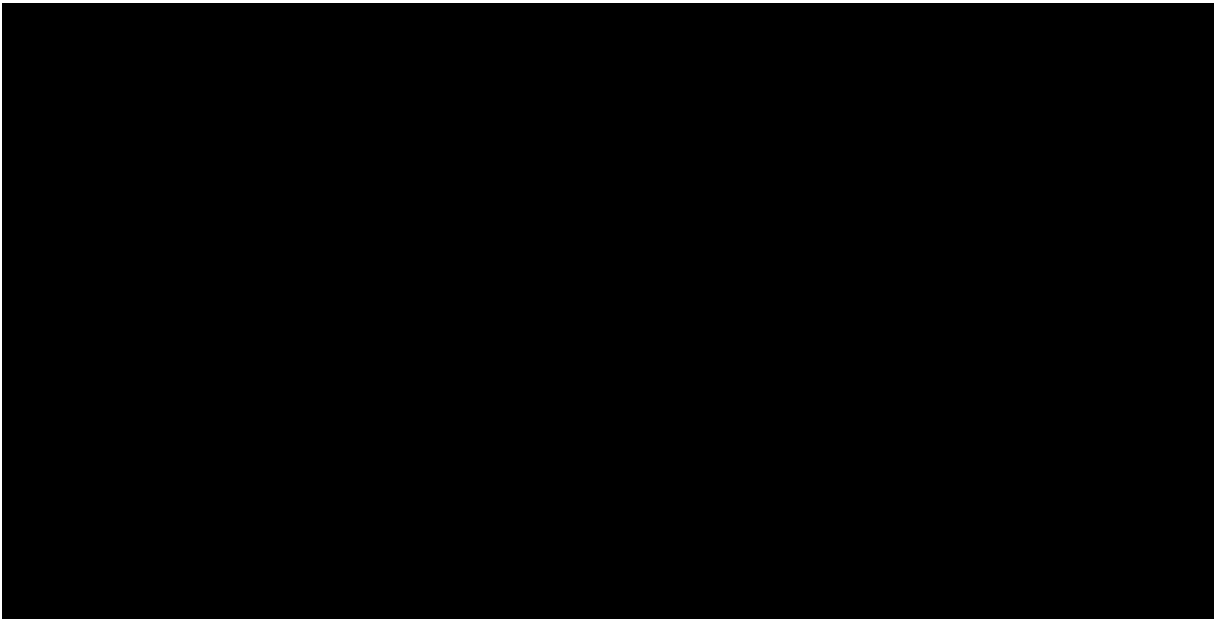
Utilities and Services



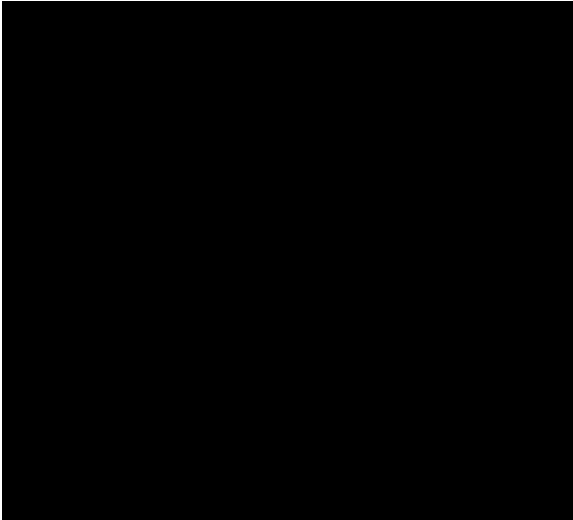
Violence and Crime



Working at heights



Working Environment



Hazard Category		Hazard
Trees		Conflict with underground/ overhead obstruction.
Trees		obstruction hazard
Trees		Inappropriate location for maintenance workers eg too close to structures.
		strike hazard
Trees		Cut hazard
Trees		Slip hazard
Trees		Exposure to chemical hazard.
Turf/Lawn		Trip hazard.
		Overturn hazard
Turf/Lawn		Manual Handling hazard.
Turf/Lawn		Environmental hazard -
Turf/Lawn		Adjacent material hazard
Turf/Lawn		Services located beneath turf
Turf/Lawn		trip hazard
Drainage		Manual Handling hazard.
		Failure of system
Drainage		Strike hazard.
		Exposure to gases
Drainage		trip hazard
Garden		Manual Handling hazard.
Edging		biological hazard
Horticulture/		
Gardens		
Horticulture/		
Gardens		

Horticulture/
Gardens accessibility hazard
Horticulture/
Gardens work at heights.

trip hazard
Open Museum

strike hazard

Open Museum

fall hazard

Open Museum

Hazardous Chemicals hazard.

Open Museum
Park Layout Manual Handling hazard.

strike hazard

Park Layout

Park Layout . Trip hazard
Park Layout biological hazard

Wildlife Wildlife refers to bats, possums, rats, snakes, spiders and ibis).
Wildlife Animals nesting - risk of attack during maintenance activities.
Wildlife Redback spiders in pits/ underground - bite hazard
Wildlife Bat/ Ibis droppings - slip hazard
Wildlife Handling of bats/ sick animals by public - risk of disease
Wildlife Animals surprising workers carrying out high risk work eg using
Wildlife chainsaw in tree. Cut/ Fall hazard
Wildlife Ibis picking rubbish out of bins - attracting other pests and creating
Wildlife potential public hygiene hazard

Fall from heights

Bridges and Decks
Bridges and Decks Bridge may not be accessible to plant required for maintenance

Bridges and Decks	Materialshandling
	drown hazard
Bridges and Decks	
Bridges and Decks	slip hazard
Bridges and Decks	public hygiene hazard.
	fall hazard
Viewing Platforms/ Stairs	
Viewing Platforms/ Stairs	slip hazard
Viewing Platforms/ Stairs	slip hazard
	environmental hazard
Viewing Platforms/ Stairs	
Community Garden	environmental hazard
	trip hazard
Community Garden	
Community Garden	Hazardous Chemicals
Community Garden	access / egress issues
Fountain, Lake, Wetlands, Foreshore	slip/ drown hazard
Fountain, Lake, Wetlands, Foreshore	confined space.
Fountain, Lake, Wetlands, Foreshore	slip hazard
Fountain, Lake, Wetlands, Foreshore	Environmental Hazard
	Biological Hazard
Fountain, Lake, Wetlands, Foreshore	
Fountain, Lake, Wetlands, Foreshore	electrical hazard
Fountain, Lake, Wetlands, Foreshore	Trip hazard
Wetlands/ Foreshore	slip hazard

Strike Hazard

Asphalt/ Bitumen, Concrete,
Granite
Asphalt/ Bitumen, Concrete,
Granite Fall Hazard

Asphalt/ Bitumen, Concrete,
Granite Cut hazard
Asphalt/ Bitumen, Concrete,
Granite Trip hazard

Steps/ Pavers Trip hazard

Steps/ Pavers slip hazard
Steps/ Pavers potential strike hazard

fall hazard

Steps/ Pavers
Steps/ Pavers Manual Handling

Paths/ Pavements Trip hazard.
BBQ slip hazard

Safety in Design
Typical Maintainability Hazards
Examples

Inappropriate tree selection due to size

Layout - load capacity of pavements/pathways for equipment to maintain trees eg cherry pickers.

Tree limb drop

Tree collapses.

Star Pickets around trees not capped

Protection around trees - cut hazard if broken/damaged

Fruit / leaf drop

Poor quality turf - chemicals required to remediate turf.

Potholes not filled in - overgrown grass.

Turf too sloped for mowers

Setback from retaining walls

Difficulty with plant accessing turf area due to design layout. Inaccessible areas require hand tools to machinery can't be used in wet weather. Design consideration for large amounts of turf.

eg gravel on grass. Projectile strike hazard. Provide separation.

eg drainage, pit irrigation.

Netting in lawn -

Failure of pit lid

resulting in overflow due to lack of understanding of catchment areas or consideration of offsite stormwater flows.

Tree damage from inappropriate drainage (need subsoil drainage).

Location of drainage - potential for destabilising trees if location is inappropriate.

confined spaces if entering drains

Uneven surface -

Timber edging not as durable as metal -

Increased maintenance with 'annual' plant.

Rubbish / litter in plant area - increased maintenance.

Wild gardens - increased maintenance.

Needlesticks in plant / garden area -

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Owner: WHS Manager

Created on: 01/10/2007

Reviewed on: 29/09/2015

25 of 46

Version No. 1.7

Next Review: 01/09/2017

Plant located on steep slopes -

Roof gardens -

Plaques located on ground level

Murals in turf

Plaques protruding from wall -

Plaques/ murals informally constructed by public/non tradesmen - poor quality.

Potential collapse of structure -

Graffiti /vandalism of open museum

Stability of plaques

Speeding vehicles in parks -

Installation / Maintenance of Open Museum pieces involves work at heights -

Access to plaques when maintaining or dressing eg Captain Cook.

Use of chemicals when cleaning / maintaining artwork. Inhalation

Hazardous materials used in artwork

No vehicle access / not enough parking to load unload equipment.

Traffic Flow in park - other vehicles if facing oncoming traffic or blind spots exist

Vehicle overhang in traffic when removing bollards - due to short length of driveway.

Bins located in close proximity to seating - garbage trucks reversing

Uneven bitumen / paving due to vehicles exceeding load capacity

Dog and animal droppings

during maintenance

Load capacity of bridge may not support vehicles

treated pine is more hazardous as it requires more maintenance.

Maintenance persons working on bridges /
deck

Water overflow onto bridge/deck

Wet weather -

Rats / Animals accessing deck area -

Fall from heights due to slippery floor surface/ trip hazard

Lack of barrier protection -

Algae on stairs -

Steep slope of toe plate -

Maintenance - poor quality water entering harbour during pressure cleaning works

Contaminated soil - exposure risk

Raised beds on lawn (unstable)

No powerpoints in garden - need to access from long distance

Use of chemicals / pesticides -

Inappropriate fencing -

Lack of defined edge

Plant room - Potential hazard for maintenance workers.

Workers/ Public in water -

Ibis/ birds defecating in water - contamination / exposure hazard.

Rubbish/ needles in water - needlestick injury for maintenance workers.

Lack of space for chemical storage - potential exposure hazard.

Lighting in fountain/ water feature

Power source not close to pond - extended cords used by maintenance workers.

Algae on stairs

Paths too narrow for maintenance vehicle access

Access path for maintenance vehicles - interface with pedestrians

Paths wide enough for trucks to turn - avoid reversing

Bins located in inappropriate locations

Inappropriate use of paths by vehicles

Maintenance vehicles exceeds load capacity of pavement

Inappropriate use of crushed gravel in park locations eg sloped incline and near softfall (difficult to remove broken glass).

Excessive rain - crushed granite on pavement.

Sinking pavers due to poor workmanship or load capacity exceeded.

Poor joint selection

Concrete surface slippery -

Slippery steps -

Paving in grass in inappropriate location -

Uneven stairs -

No colour contrast on stairs -

Sandstone stairs eroded -

Materials being carried down stairs -

Irrigation around brick/ sand paving - build up of moss/ algae.

Fat overflow

Design Considerations

Safety in Design			
Typical Useability Hazards			
Hazard Category	Hazard	Examples	
Trees			
Trees			
Trees			
Trees			
Trees			
Trees			
Trees			
Turf/Lawn			
Turf/Lawn			
Turf/Lawn			
Drainage			
Drainage			

Drainage

Drainage
Drainage

Garden
Edging
Horticulture/
Gardens
Horticulture/
Gardens
Horticulture/
Gardens
Horticulture/
Gardens
Open Museum
Open Museum
Open Museum
Open Museum
Open Museum
Open Museum
Open Museum
Park Layout
Park Layout

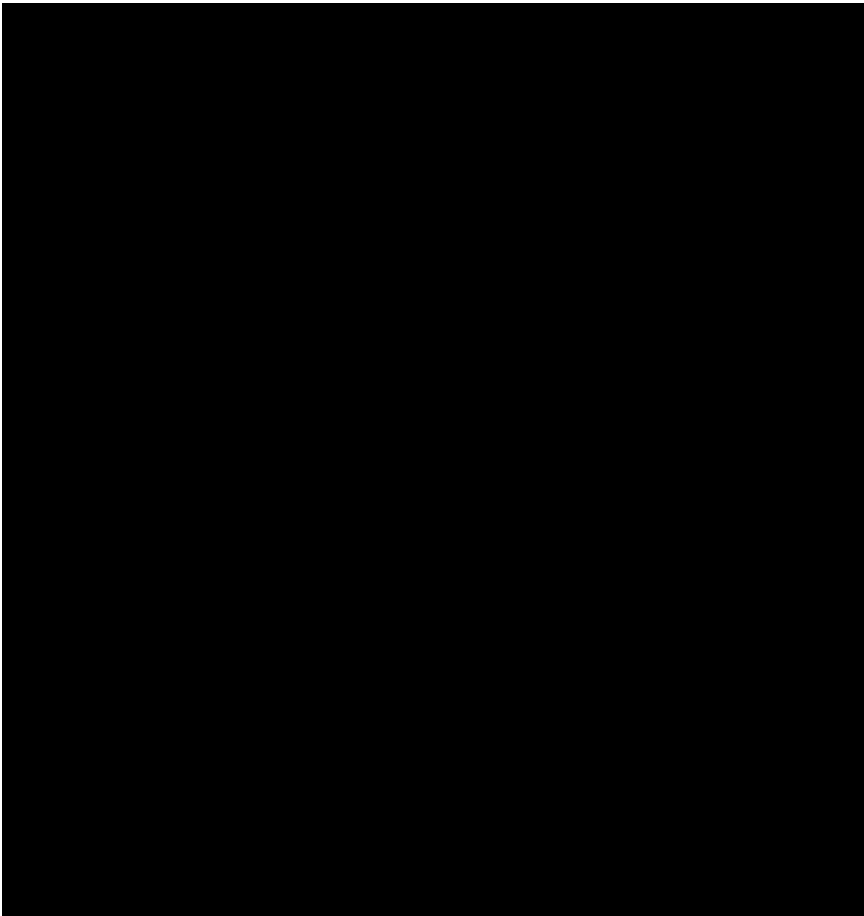
Park Layout

Park Layout

Park Layout
Park Layout

Park Layout
Park Layout

Park Layout
Park Layout
Traffic Management
Wildlife
Wildlife



Wildlife
Wildlife
Wildlife
Wildlife
Bridges and Decks
Bridges and Decks
Bridges and Decks

Bridges and Decks
Bridges and Decks
Bridges and Decks
Bridges and Decks
Bridges and Decks
Viewing Platforms/ Stairs
Viewing Platforms/ Stairs
Viewing Platforms/ Stairs

Viewing Platforms/ Stairs

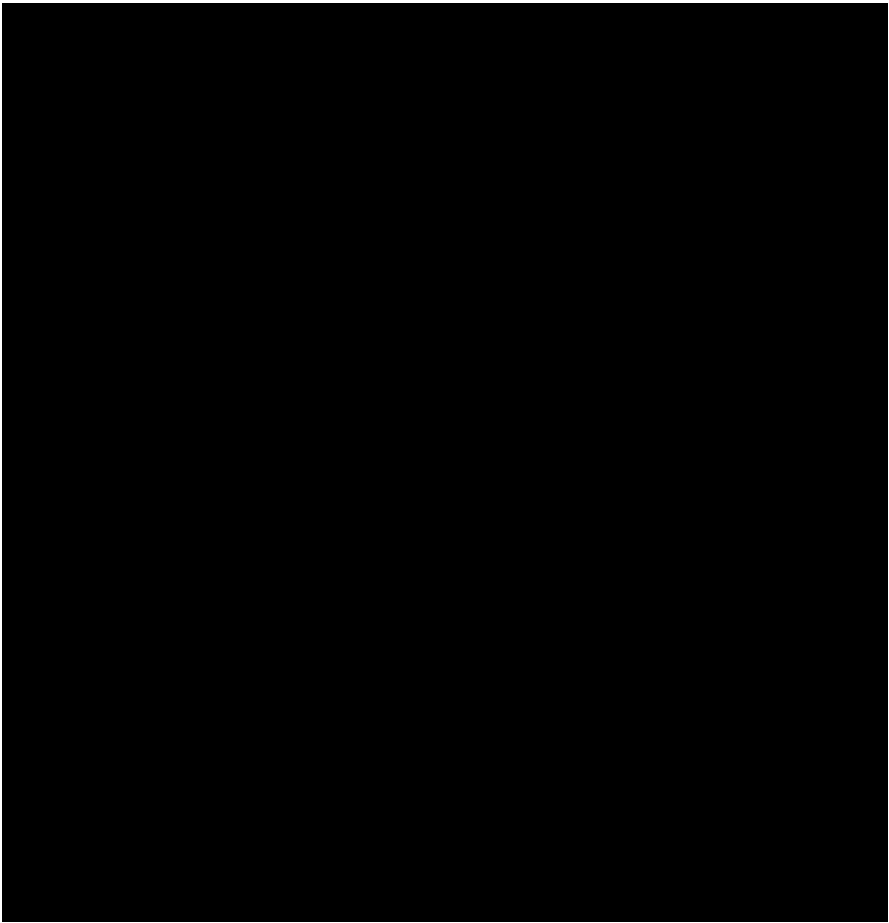
Viewing Platforms/ Stairs
Viewing Platforms/ Stairs

Viewing Platforms/ Stairs
Viewing Platforms/ Stairs

Viewing Platforms/ Stairs
Community Garden

Community Garden

Community Garden
Community Garden
Community Garden
Community Garden
Fountain, Lake, Wetlands,
Foreshore
Fountain, Lake, Wetlands,
Foreshore



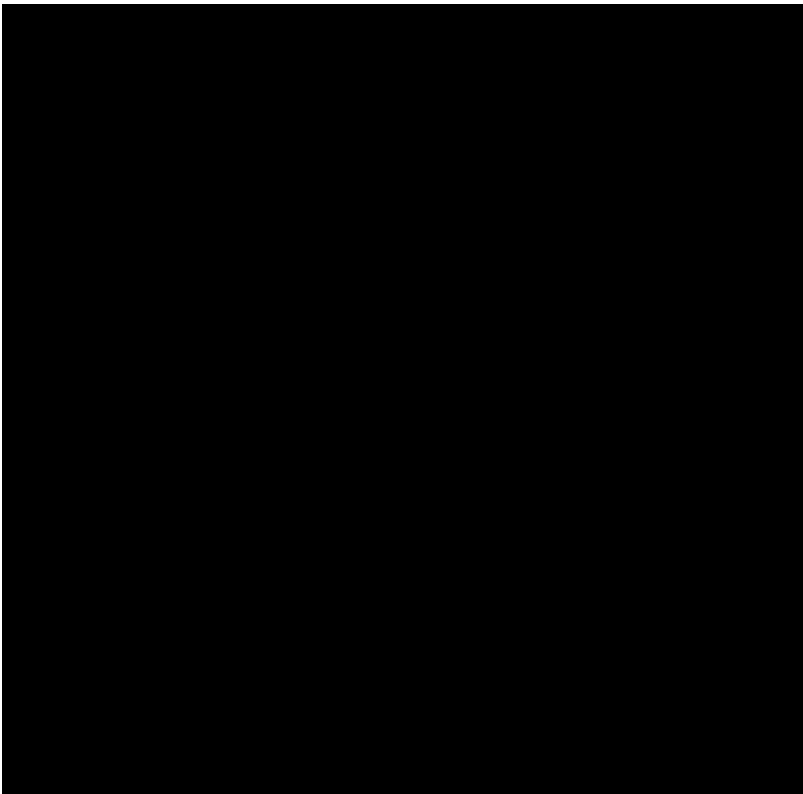
Fountain, Lake, Wetlands,
Foreshore
Fountain, Lake, Wetlands,
Foreshore
Fountain, Lake, Wetlands,
Foreshore
Fountain, Lake, Wetlands,
Foreshore
Wetlands
Wetlands/ Foreshore
Wetlands / Foreshore

Wetlands/ Foreshore
Wetlands / Foreshore

Wetlands

Wetlands/ Foreshore
Asphalt/ Bitumen, Concrete,
Granite

Asphalt/ Bitumen, Concrete,
Granite
Asphalt/ Bitumen, Concrete,
Granite



Steps/ Pavers

Steps/ Pavers

Steps/ Pavers
Steps/ Pavers

Paths/ Pavements

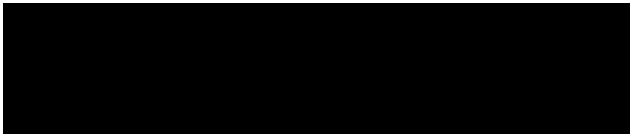
Paths/ Pavements
BBQ
BBQ
BBQ
BBQ
BBQ

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Owner: WHS Manager

Created on: 01/10/2007
Reviewed on: 29/09/2015

BBQ

Bike Rack
Bike Rack



Design Considerations

Return Brief – Street Furniture

1.0 Project Overview

1.1 Project Description

1.2 Project Team

2.0 Programme

3.0 Design Approach

3.1 Statement of Problem

3.2 Precedent

3.3 Conceptual Approach

3.4 Design Options

4.0 Location and Setting

4.1 Issues with existing furniture

4.2 Context and Heritage

4.3 Siting of new furniture

5.0 ESD

5.1 Overview

5.2 Initiatives

5.3 Targets

6.0 Materials and Finishes

6.1 Structure

6.2 Glazing, Walls, Roofing

6.3 Fixtures and Finishes

7.0 Services

7.1 Mechanical

7.2 Electrical

7.3 Hydraulic

7.4 Security

8.0 Access

8.1 Around assets

8.2 Within assets

9.0 Signage

9.1 Strategy

9.2 Signage Design

10.0 Compliance

10.1 EP & A

10.2 NCC

10.3 Australian Standards

10.4 Council Policies and Guidelines

11.0 Documentation

11.1 Architectural

11.2 Specialist Expertise

Bus - City of Sydney - Key bus stop locations and issues

[illegible]

Transport for NSW

Stop No.	Location	Shelters	Issue/s
<div></div>			

Bus - City of Sydney - Key bus stop locations and issues

[illegible]

Bus - City of Sydney - Key bus stop locations and issues

[illegible]

Notes

- These stops are part of the top 100 stops within NSW based on current Opal tap-on data.
-
- > These locations and issues are based on current bus network operations. Once Light Rail and Metro projects in the City of Sydney area are complete, there may be changes to the bus network and how stops are used.
-
- > Circulation issues are based on the peak periods of bus operations.
-
- > These are stops where TfNSW has implemented new wayfinding or recently audited for the implementation of new wayfinding. TfNSW has not reviewed stops which have not been audited or had new wayfinding implemented.



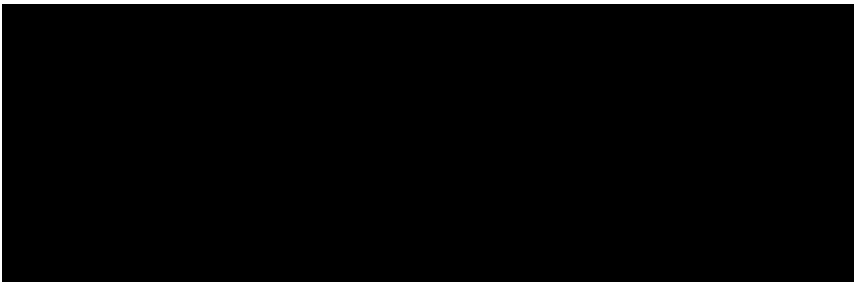
Life Cycle Assessment for Selected Street Furniture

12th June 2014



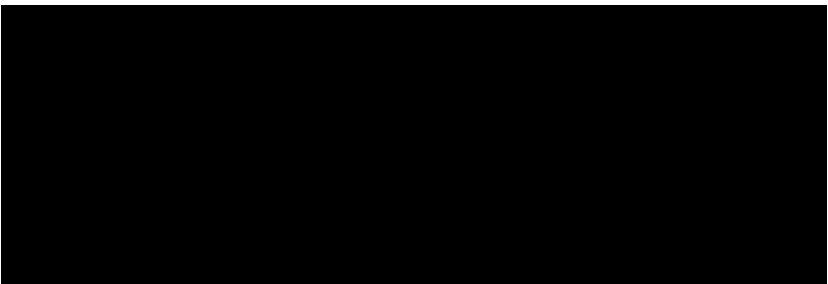
edge environment

For: The City of Sydney



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By: Edge Environment Pty Ltd



ABN 941 301 116 16

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IN A PAGE

This study considers the life-cycle environmental impacts of a range of street furniture – seats, bollards, bins, bubblers, light poles, and tree grates and guards – designed by Tzannes Associates and produced by Australian Built Urban Design in Sydney. We assessed 13 product designs over 6 life cycle stages (raw materials, manufacture, distribution, installation, use and deconstruction) and 20 years use.

Findings

- **The lower impact furniture options (when compared with the alternative material option) are:** Plaza seats with mild steel legs and Blackbutt planks, tree guards with cast iron surrounds, and pedestrian light poles from powder-coated aluminium.

There is no significant difference between the bubbler and bollard options assessed. Stainless steel bins have significant advantage for services lives approaching 50 years.

- **Raw materials and manufacture account for 71-94% of assessed impacts,** depending on the product. The options with lower initial embodied impact have less impact overall, even with greater maintenance and replacement needs.
- **Aluminium-based furniture has lower raw material and manufacturing impacts than stainless steel.** Although producing aluminium stock is more energy-intensive per kilogram than producing steel, it is 20% less intensive in the manufacturing stage, and products can be built with much lower mass. It is also 50% less intensive to reprocess after use. Aluminium's advantage remains unless there is a very long service life or a very high maintenance burden for powder coating, or both.
- **Cast iron and mild steel have lower impact than stainless steel.** Stainless steel requires more processing leading to additional energy and material inputs (e.g. chrome) compared with basic cast iron and mild steel.
- **Blackbutt timber has a lower impact than reconstituted wood-based composite.** The composite generates approximately 3.6 times more EcoPoints per kg than painted Blackbutt, and 7.25 times the carbon emissions. Though both have significantly lower impact than either stainless steel or aluminium per kg.
- Varying the years of life (20, 30 or 50 years) changes only one conclusion: 10-year re-coating intervals for aluminium bollards makes steel preferable over 50 years.

Recommendations

- **Consider sourcing of raw materials** – significant reductions in environmental impacts can be achieved from sourcing aluminium and stainless steel from producers using renewable energy and clean manufacturing processes. A thorough method of integrating environmental impacts into sourcing decisions is to mandate manufacturer product certifications within procurement processes. International standards (e.g. ISO 14025 Environmental Product Declarations) are now being incorporated in green rating tools such as Green Star.
- **Consider the contribution of the furniture stock to the City's net environmental impact,** i.e. account for the combined impact of all furniture life cycles based on the number of each required.
- **Consider how maintenance requirements can be managed efficiently,** especially for bins and bollards: e.g. placing, prevention, protection, more durable powder-coating.
- **Consider furniture re-use and recycling after use.** For example, can seat legs be re-used past their initial street-life without reprocessing/re-melting into new steel?

Approach

The study followed the ISO and Australian BPIC building products level playing field guidelines for life cycle assessments, including the BPIC EcoPoints system to assess overall environmental impacts, including global warming.

1. OUR APPROACH TO THE STUDY

1.1 Study purpose

The Council of the City of Sydney (the City) is considering a new range of street furniture – seats, bollards, bins, bubblers, light poles and tree guards – designed by Tzannes Associates and manufactured by Australian Built Urban Designs (ABUD). A new range of street furniture is expected to last many years, and service new public investments such as the CBD South East Light Rail project, so it must meet the City's functional, aesthetic, financial and environmental expectations.

The City has made strong environmental commitments through its Sustainable Sydney 2030 Strategy. Accordingly, the City has commissioned this 'cradle-to-cradle' life cycle assessment (LCA) to assist in selecting options from the Tzannes range. While the Tzannes designs have been set and refined over the last two years, the City is considering a small range of structural materials for those designs. This report:

- Assesses and compares the life cycle environmental impacts of each choice of material for each item of street furniture in the range, and
- Makes recommendations to minimise the environmental impacts of these and future street furniture choices.

Note that this study considers only the environmental impacts of the furniture products, this information can then be considered alongside their respective functional, aesthetic and financial values.

1.2 Scope of study

At the study kick-off meeting, the City confirmed the scope of the study as:

1. 13 product designs in 6 categories (seats, bins, bollards, bubblers, tree guards and light poles)
2. Through 6 life cycle stages: materials, manufacture, distribution, installation, use (including maintenance) and deconstruction (re-use, recycling or disposal)
3. Over 20 years' use (and 30 and 50 years for sensitivity analyses)

1.2.1 Products

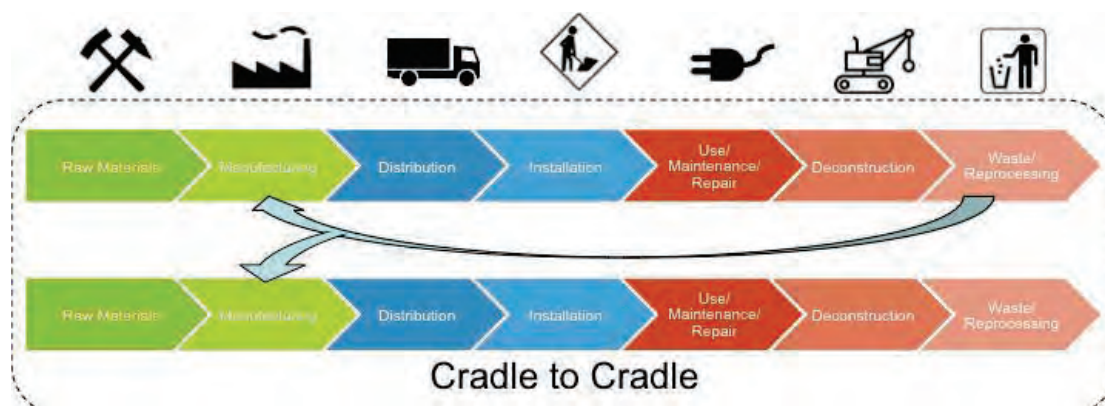
The product and materials considered are identified in Table 1. Designs for each product were provided by Tzannes Associates and ABUD and are described in detail in Appendix E.

Table 1: Furniture and materials considered in analysis

Furniture / Material	Plaza seat	Bin	Bollard	Bubbler	Tree Guard	Light Pole
Powder coated cast recycled aluminium		Doors	Whole Bollard	Whole Bubbler		Whole Light Pole
Mild Steel powder coated	Frame					
Stainless steel	Frame	Frame Doors	Whole Bollard	Whole Bubbler	Guard Grate	Whole Light Pole
FSC-certified Blackbutt	Bench Slats					
Recycled wood / plastic composite	Bench Slats					
Alternative materials	<i>non-identified</i>				Cast iron surround	

1.2.2 Scope of life cycle

The study assessed environmental impacts over a comprehensive 6-stage cycle from cradle to cradle:



Raw Materials

Sources of the raw materials are shown in Table 2. The carbon sequestered during Blackbutt timber growth (1640kg CO₂/m³) has not been included. The assumption applied here is that the plaza seats are not incremental additions to the furniture stock, but are replacing existing furniture in a steady state population. As a result, no 'credit' is allocated to timber products for storing carbon. Carbon storage would only be considered for timber products disposed long term in landfill.¹

Table 2: Furniture and materials considered in analysis

Material	Use	Recycled (%)	Source	Density kg/m ³
Powder-coated cast recycled aluminium	Bubbler, tree guard grate, light pole		Overseas	
Stainless steel	Seat frames, bubbler, tree guard grate, light pole		Overseas	
Mild steel	Tree guards, seat frames		Overseas	
FSC-certified Blackbutt	Bench Slats		Australia	
Wood/flour/plastic composite	Bench Slats		Australia/China	

Manufacture/Build

All products manufactured in Sydney using casting of aluminium and steel, laser cutting of stainless steel tree guards, and powder coating of aluminium and mild steel components.

Install

Installation is limited to transport to site, and assembly and fastening of furniture using electric power tools. Site preparation has been excluded from the assessment as it was deemed by the project advisory group to be equal for each option within all furniture categories.

Maintain and repair

Maintenance and repair assumptions are relevant in comparing each category of product, and are discussed in those comparisons. For example, aluminium components have an additional powder coat-paint touch-up with paint every year. The full maintenance and repair schedules are also shown in Appendix D.

Deconstruct and recover

¹ Assumption is based on: Carre, A. (2011) A Comparative Life Cycle Assessment of Alternative Constructions of a Typical Australian House Design, prepared for Forest & Wood Products Australia by RMIT University, Melbourne, Victoria.

Deconstruction includes disassembly with electric power tools and transport from site. Site restoration has been excluded from the assessment as the project advisory group agreed it was equal for each furniture option.

Dispose or reprocess

The assessment includes:

- Nominal transport for products likely to be reused (e.g. timber and reconstituted wood-based composite products)
- Nominal transport and reprocessing of all metal products into secondary use (i.e. recycled aluminium and steel)

It is possible that the timber and composite products are also reprocessed into secondary products, or disposed into landfill. However these scenarios have not been assessed in this study as they would have negligible impact on the overall result.

1.3 Study methodology

1.3.1 Life cycle analysis

The study followed the Building Products Innovation Council (BPIC) guidelines for LCA (BPIC 2010a), which in turn are aligned with ISO 14040 and ISO 14044. The study:

- Identified the scope of furniture and life cycle to be reviewed
- Identified the energy, water and materials used and emitted through the life cycle
- Assessed the potential human and ecological impacts of those uses and emissions, acknowledging the uncertainties and assumptions used
- Compared those impacts for the selected street furniture, and
- Highlighted any significant results and implications

Details on the methodology and on the LCA standards that inform it are provided in Appendices B and C.

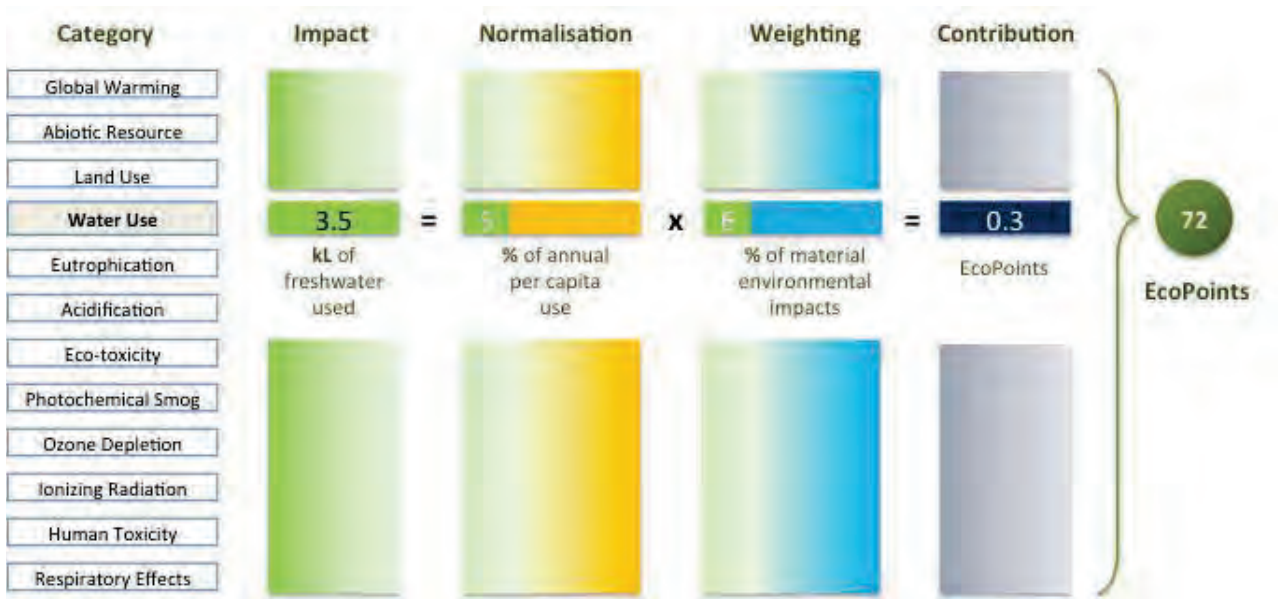
1.3.2 EcoPoint impact assessments

For each stage of the life cycle, the agreed methodology for the environmental impact assessment is the BPIC Building Product Life Cycle Inventory (BP LCI), which Edge Environment facilitated and delivered in 2007. This approach converts the discrete environmental impacts of each product into a single indicator score (EcoPoints) that enables comparison with other products.

The BP LCI approach has four steps, as shown in Figure 1 and detailed in Appendix B.

1. **Classification:** Each of the compiled inputs and outputs are classified into the category of environmental impacts that they contribute to.
2. **Impact:** Each inputs and outputs is then measured for their potency, and the sum of contributing impacts is expressed in an appropriate unit.
3. **Normalisation:** The category impacts are then normalised by expressing them as a percentage of the annual average Australian per capita impact (for that category). So, if a product takes 3.5kL of water to produce, and the average annual consumption of an Australian citizen is 85kL, then the normalised impact is 5%.
4. **Weighting:** Each category is weighted according to their relative importance for the region where the end product is being used (i.e. Australia). The weightings are determined by an aggregation of relevant Australian stakeholders' opinions.

Figure 1: BP LCI EcoPoint assessment



1.3.3 Data Sources

In assessing the impact of each category, we drew on the following data sources.

For stages in the life cycle that take place outside Australia, we used **ecoinvent v2.2**, the world's leading database with several thousands of LCI datasets. ecoinvent is developed and provided by the Swiss Centre for Life Cycle Inventories.

For stages that take place within Australia, we used four databases in the following order of hierarchy (based on their process coverage and content rigour):

1. **Australian National Life Cycle Inventory Database (AusLCI)**, the national, publicly-accessible database managed by the Australian LCA Society ,
2. **Building Products Life Cycle Inventory (BP LCI)**, providing results for over 100 products in a database hosted by the Australian Building Products Innovation Council (BPIC),
3. **Australasian Unit Process LCI**, developed for use with the LCA software SimaPro over the past 12 years, and for any remaining gaps, and
4. **AusLCI shadow database**, a "shadow database" managed by the Australian LCA Society to fill most of the gaps in the supply chain not covered by the AusLCI.

These data sources are further detailed in Appendix D.

1.3.4 Sensitivity analyses

Timeframe

While the study was focussed on the agreed 20-year use life for each product, we also considered whether a 30 or 50 year life would affect the results (see section 3.4).

EIA methodology

We have used two alternative methodologies to test the results provided by our core BPLCI approach. Both are internationally recognised lifecycle assessment approaches:

- ReCiPe² endpoint method (v1.09), hierarchist version using normalisation values of the world with the weighting set belonging to the hierarchist perspective. ReCiPe which calculates 18 midpoint indicators, but also calculate three much more uncertain endpoint indicators: Damage to human health, damage to ecosystems, and damage to resource availability.
- The IMPACT 2002+ (v2.1.1) which calculates 15 midpoint indicators and also calculates four damage categories: Human health, ecosystem quality, climate change and resources³.

All three approaches use comparable scientific methodologies for measuring each environmental impact (e.g. IPCC factors for global warming potential). The normalisation frameworks differ in the population used (ReCiPe is global; IMPACT 2002+ is European; BP LCI is Australian). The weighting stage is also different, as the international methods use the calculated impact on the Human Health, Ecological Quality and Resource Depletion indices, rather than the surveyed subjective opinions of the importance of each environmental impact category, as the BPIC EcoPoint system uses.

² The ReCiPe method was created by RIVM, CML, PRé Consultants, Radboud Universiteit Nijmegen and CE Delft., see: <http://www.lcia-recipe.net/home>

³ IMPACT 2002+ is a methodology that was originally developed at the Swiss Federal Institute of Technology Lausanne (EPFL), Switzerland.

2. PRODUCT RESULTS

We compared the life cycles of each option within the product categories on both:

- Their overall environmental impact, and
- Their carbon emissions.

Carbon emissions have been singled out as an impact category, being the most common environmental metric used for environmental studies, and a KPI in the City's Sydney 2030 strategy.

2.1 Plaza seats

Three Plaza Seat options were assessed:

1. **Mild Steel with Blackbutt.** "Village" style with powder coated mild steel leg castings and FSC Blackbutt timber seat planks and back
2. **Stainless Steel with Blackbutt.** "City" style with stainless steel leg castings and FSC Blackbutt timber seat planks and back
3. **Stainless Steel with Composite timber.** "City" style with stainless steel leg castings and reconstituted wood-based composite seat planks and back

The detailed assumptions and impacts for these options are shown in Appendix E.

Metal components are the dominant factor in the overall environmental impact. Whatever the seat planks are made of, steel castings make up 87 - 95% of the total impact: 34 - 68% in steel production, 18 - 34% in manufacturing and 9 - 17% in reprocessing after use. They also make up 88 - 94% of life-cycle carbon emissions: 36 - 62% in production, 24 - 39% in manufacturing and 8 - 13% in reprocessing.

Mild steel with Blackbutt has the lowest life-cycle impact, with a 48% lower overall impact and 38% less carbon emissions than the next best option, over 20 years' service life.

Mild steel powder coating does flake from exposure during prolonged use, and requires off site re-coating after approximately 15 years. However, the lower raw material impacts of mild steel overcome these higher maintenance impacts,

Blackbutt has 75% lower impact than composite timber, although the difference is not significant in the overall plaza seat impact. Most of this difference is due to Blackbutt's lower carbon emissions: 90% less than the composite panels.

Figure 2: Plaza seats - Life cycle impact over 20 years



2.2 Bin capsules

The bins are comprised of a frame and doors that can be opened to remove wheelie bins recessed inside the structure. Two bins were assessed:

1. **Aluminium powder-coated** doors in a stainless steel structure, and
2. **Stainless steel** doors in a stainless steel structure

The detailed assumptions and impacts for these options are shown in Appendix E.

Stainless steel bins have the 6% lower overall impact over 20 years' service life, even with 14.5% more carbon emissions over the period. The difference lies in the bins' maintenance and repair, which are more demanding than for other items of street furniture. Raw material impact is near-identical for both overall and carbon impacts, while the stainless steel doors have a greater impact in manufacturing.

Figure 3: Bins - Life cycle impact over 20 years



2.3 Bollards

Bollards are fixed to the ground to direct pedestrian or vehicular traffic flow. Two options were analysed:

- 1. **Stainless steel** and
- 2. Powder-coated **aluminium**

The **aluminium** bollards have approximately 8.5% lower overall life cycle impact, and 19% lower carbon emissions. Although the repair and maintenance requirements for the aluminium bollard are higher, they are not enough to outweigh the higher raw material, manufacturing and reprocessing intensity of the stainless steel processes.

Figure 4: Bollards - Life cycle impact over 20 years



2.4 Bubblers

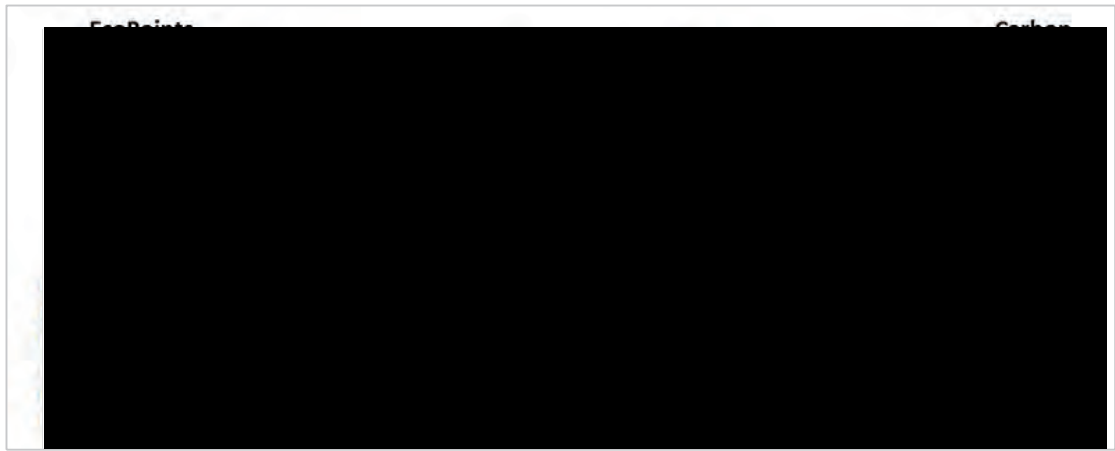
The bubbler is a streamline design with two potential material options:

- 1. **Stainless steel**, and
- 2. Powder-coated **aluminium**

The material assumptions for this analysis are set out in Appendix E Tables 7 and 8.

Over a 20-year life, the **aluminium** bubbler has approximately 11.5% lower environmental impact and 20% less carbon emissions than the steel alternative. Although the repair and maintenance impact the aluminium bubbler is higher, it is not enough to outweigh the raw material, manufacturing and reprocessing impacts of stainless steel, which are 27% higher.

Figure 5: Bubblers - Life cycle impact over 20 years



2.5 Tree guards and grates

The tree guards protect trees at the beginning of their life and are then removed later in the tree's life. The two analysed options were:

- 1. A mild steel guard with **stainless steel** grate and surrounds, and
- 2. A mild steel guard with **stainless steel** grate and **cast iron** surround

The material assumptions for this analysis are set out in Appendix E Tables 11 and 12.

The **cast iron** surround has a 17% lower environmental impact and 14% fewer carbon emissions than the stainless steel option. Most of the stainless steel's impact (85% of overall and 88% of carbon) is from production and manufacture. Laser cutting of the grates has surprisingly low environmental impacts and emissions (<0.5% of the total).

Figure 6: Tree guards - Life cycle impact over 20 years



2.6 Light poles

The poles are to house lighting for pedestrian areas. Two material options were analysed:

1. **Stainless steel**, and
2. Powder-coated **aluminium**

The material assumptions for this analysis are set out in Appendix E Tables Table 17 and Table 18.

The **aluminium** light pole has an approximately 39.5% lower life cycle impact and 47% lower emissions compared with stainless steel pole.

Figure 7: Pedestrian light pole - Life cycle impact over 20 years



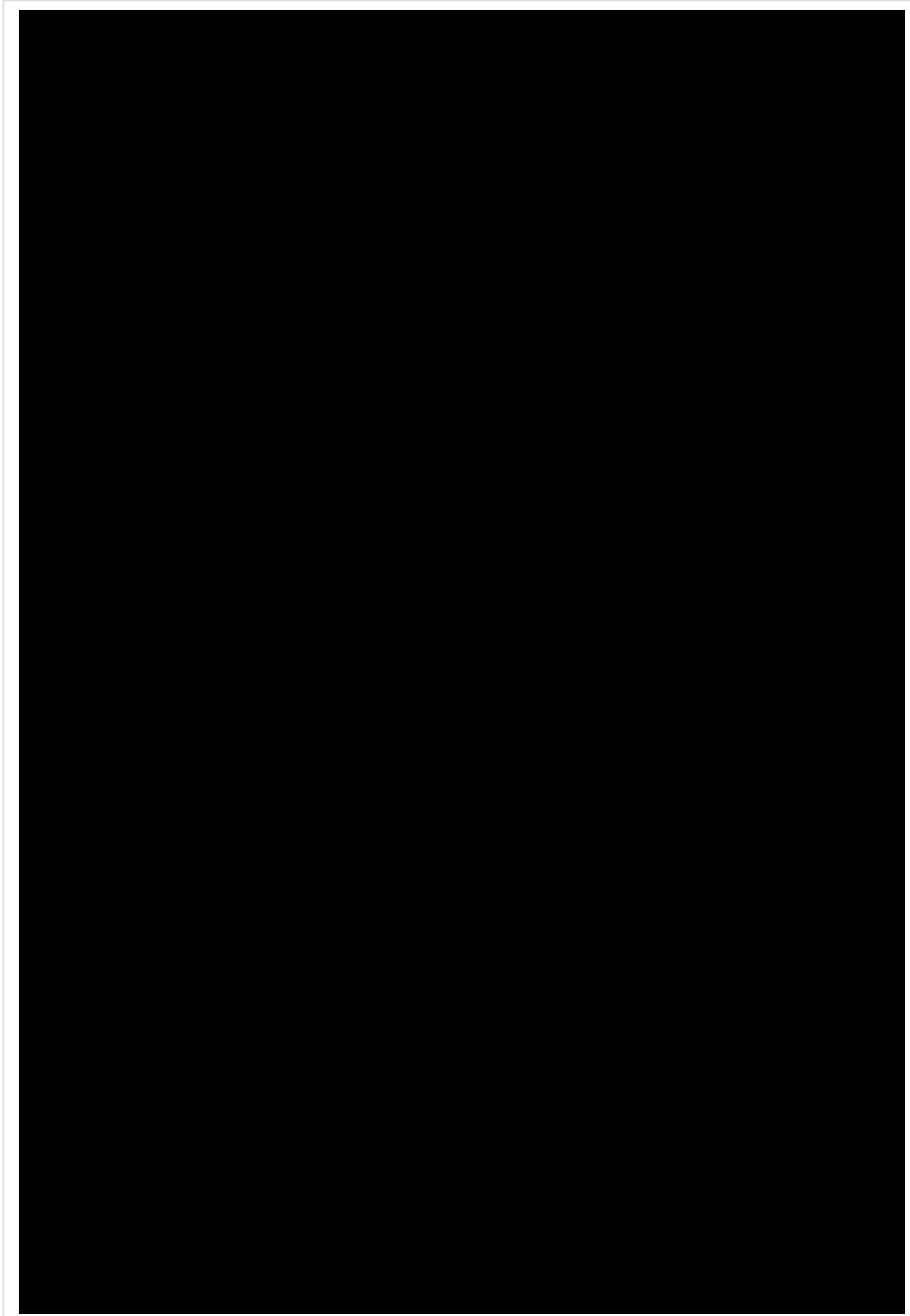
3. COMPARATIVE ANALYSES

3.1 Steel vs. Aluminium

Figure 8 below shows the embodied impact comparison between aluminium, stainless steel and mild steel. The overall embodied impact of stainless steel is approximately half of aluminium, as is the embodied carbon, at 4.6kgCO₂eq/kg and 8.7kgCO₂eq/kg respectively. The overall embodied impact of mild steel is significantly lower than aluminium and stainless steel (88% and 76% lower respectively), as is the embodied carbon, at 1.6 kgCO₂eq/kg. The environmental profiles are driven by energy and electricity use, especially for aluminium smelting. Stainless steel production is also heavily burdened by production of ferronickel and chrome.

However, the quantity (mass) of aluminium required to provide the same service as furniture made from steel is significantly less, compensating for the higher embodied impact per kg.

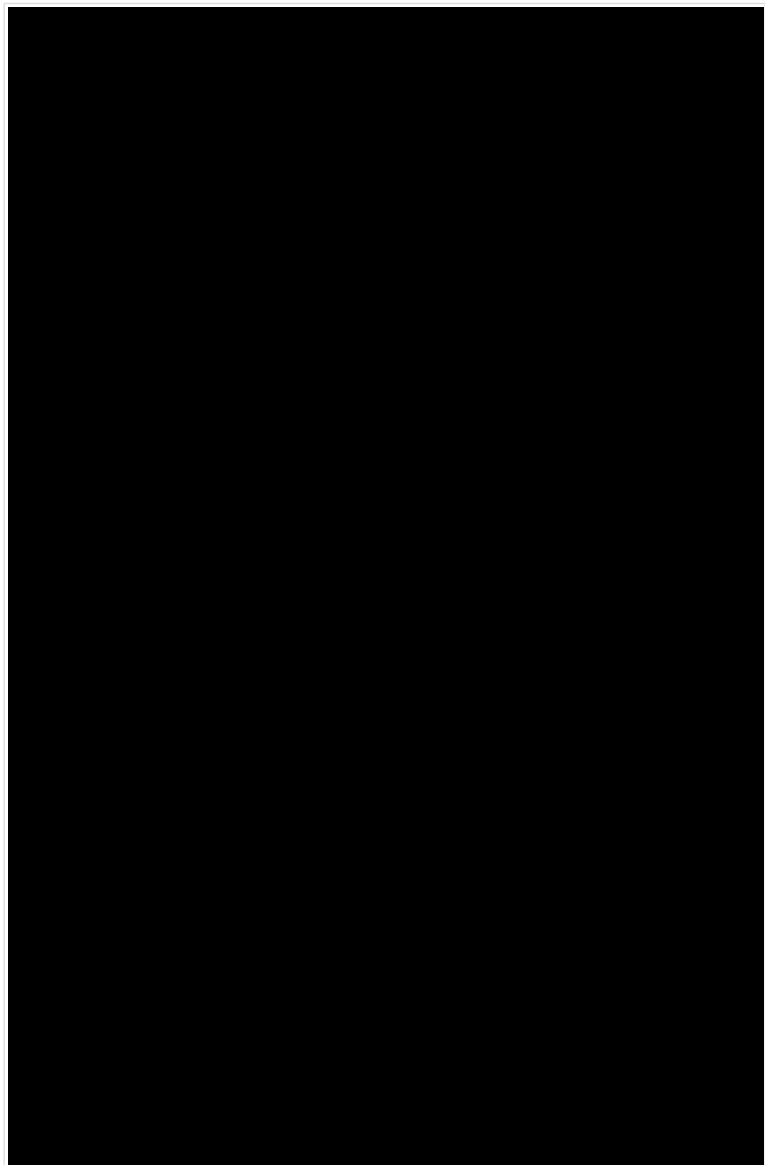
Figure 8: Aluminium, stainless steel and mild steel raw material impacts



3.2 Blackbutt timber vs. Reconstituted wood composites

The overall embodied impact of reconstituted wood-based composite product is approximately 3.6 times higher than the Blackbutt timber per kg: see Figure 9. The embodied carbon of the reconstituted wood-based composite product is 1.45kgCO₂eq/kg, close to double the embodied carbon of Blackbutt timber (painted) 0.20kgCO₂eq/kg. The main disadvantage for reconstituted wood-based composite arise from manufacturing of the PVC resin and the electricity used for panel manufacturing.

Figure 9: Blackbutt timber (painted) and wood composite life cycle impact over 20 years



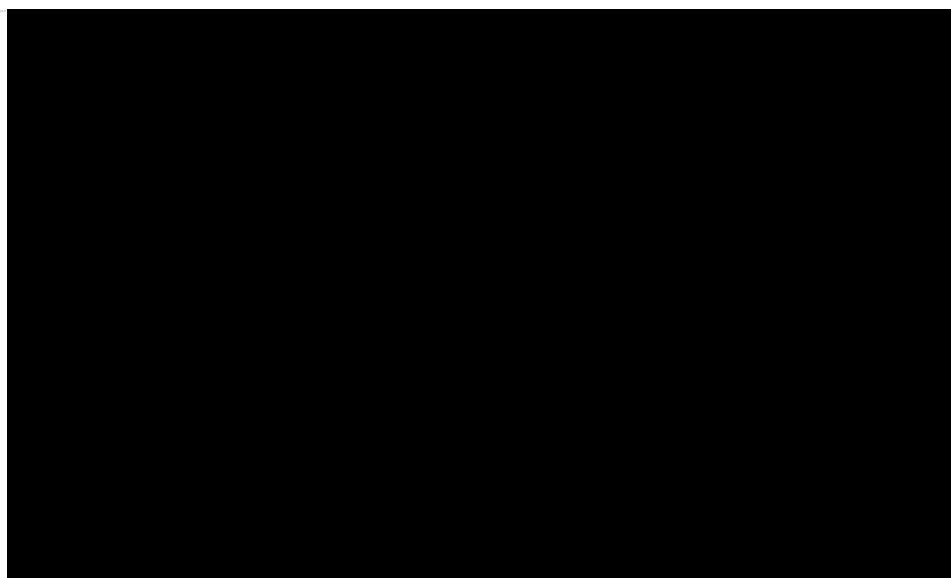
3.3 Stages of the product life cycle

3.3.1 Raw materials

Raw materials production is the most significant life cycle stage for all furniture. Raw materials make up between 62-79% of the overall impact (EcoPoints) and carbon across all furniture life cycles. The key materials, stainless steel and aluminium, Blackbutt timber and reconstituted wood-based composite, are compared in detail below.

As raw material processing accounts for such a large percentage of the total environmental impact, the source of raw materials will have a significant influence on the overall environmental and carbon impacts. For example, in this study we have used the European average as the default source of aluminium. Figure 10 below shows the impact of that choice. If the aluminium came from Norway or New Zealand (not depicted in the chart below), its impacts would be significantly lower. If the aluminium came from China or Great Britain, its impacts would typically be higher due to different electricity grid mixes.

Figure 10: Aluminium environmental impact by environmental impact category.



3.3.2 Manufacturing

The street furniture will be manufactured in Sydney using casting of aluminium and steel, laser cutting of stainless steel components for tree guards, and powder coating of aluminium and mild steel components. Manufacturing is the second most significant life cycle stage, making up between 11-25% of the overall EcoPoint impact and 13-31% of the life cycle carbon emissions.

Aluminium product manufacturing has significantly lower impact compared to stainless steel due to the combined benefit of lower energy intensity per kg (approximately 20% lower) and lower mass per furniture alternative, compared with stainless steel.

Powder coating of aluminium and mild steel has relatively low impact compared to the impact from the energy required for aluminium and steel manufacturing.

3.3.3 Installation

The assessment of furniture installation is limited to transport to site, and assembly and fastening of furniture using electric power tools. Installation make up less than 1% of the overall life cycle impacts and carbon emissions.

3.3.4 Maintenance and Repairs

Maintenance and repair contribute less than 5% of the overall life cycle impact for all furniture options, except:

- Bin capsule (19%)
- Powder coated aluminium bollard (10%) and
- Powder coated aluminium bubbler (9%).

The main impact for the three furniture options listed above are regular re-powder coating off-site over the service lives.

3.3.5 Deconstruction:

The assessment of furniture deconstruction is limited to transport off-site, and disassembly of furniture using electric power tools. Deconstruction makes up less than 1% of the overall life cycle impacts and carbon emissions.

3.3.6 End of Life Disposal or Recovery

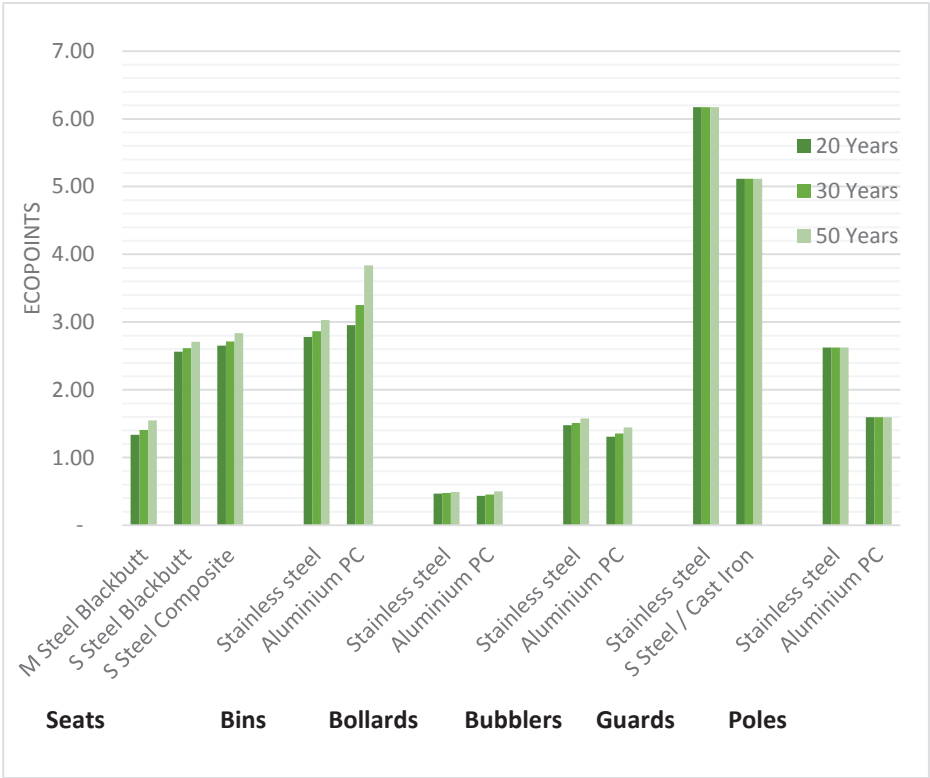
End of life re-processing of the stainless steel and powder coated aluminium make up between 5-10% of the life cycle impacts. Stainless steel re-processing has significantly higher impact compared with re-processing of powder coated aluminium.

3.4 Timeframe: 20, 30 and 50 years

Product environmental impacts were calculated and compared over 30 and 50 years’ service lives, in addition to the default 20 years. The bins had a significant shift from aluminium to stainless steel over the extended life. Other products maintained their relative impacts over the longer terms.

- **Plaza seats:** The powder coated mild steel with the Blackbutt timber seat remains the lowest impact option. Even with higher maintenance requirements, the powder coated steel leg option has 43% lower impact after 50 years’ service life.
The Blackbutt timber seat alternative has 3%, 4% and 5% lower overall impact over 20, 30 and 50 years respectively. It appears the cleaning of the reconstituted wood-based composite seats has higher overall impact compared with the annual re-painting and marginal stock replacement of Blackbutt timber.
- **Bin capsule:** The complete stainless steel bin option has 6% lower impact over 20 years’ service life and 21% lower impact after 50 years. The life cycle impact of the powder coated aluminium door bin option increases by 30% for the 50 year service life assessment. The removal and re-powder coating of the aluminium bin doors is the main driver for the significant increase in life cycle impact.
- **Bollards:** The powder coated aluminium bollard has lower impact compared with the stainless steel bollard for the 20 and 30 year service life assessments (7% and 4% lower respectively). However the higher maintenance requirements for the powder coated aluminium bollard shifts the balance when the service life approaches 50 years (2% higher at 50 years).
- **Bubblers:** The powder coated aluminium bubbler has lower impact over all service life assessment (3-9%).
- **Tree guard and pedestrian light poles:** The tree guard and light pole furniture don’t have any maintenance impacts in this assessment, therefore there’s no difference between the service life assessments. The powder coated aluminium options have significantly lower impact.

Figure 11: Product life cycle impact for different life spans



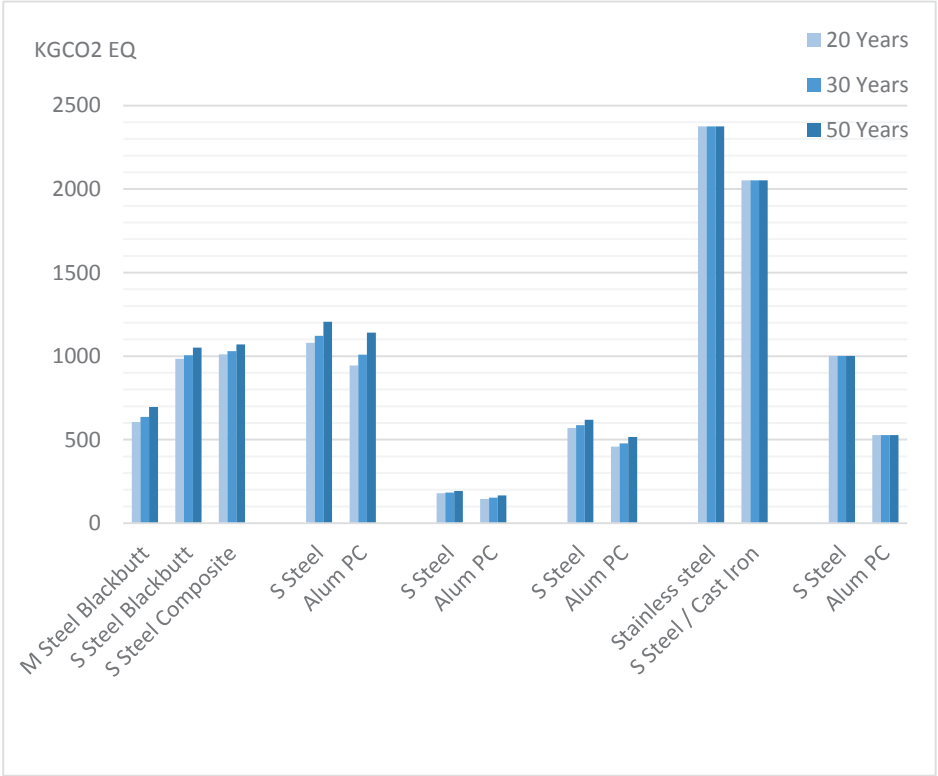
Life cycle carbon emissions

- Plaza seats:** The powder coated mild steel and the Blackbutt timber seat alternative remains the lowest impact option.
Even with higher maintenance requirements, the powder coated mild steel leg option has 34% lower impact after 50 years' service life.

The Blackbutt timber seat alternative remains the lowest impact option. The Blackbutt timber seat alternative has 2-3% lower carbon all temporal scopes.
- Bin capsule:** The complete stainless steel bin option has 15% higher impact over 20 years' service life, reducing to 6% higher carbon after 50 years, still the higher carbon intensity option.

The life cycle impact of the powder coated aluminium door bin option increases by 21% for the 50 year service life assessment. The removal and re-powder coating of the aluminium bin doors is the main driver for the significant increase in life cycle carbon.
- Bollards:** The powder coated aluminium bollard has lower carbon compared with the stainless steel bollard for all service life assessments (14-18%), although the higher maintenance requirements for the powder coated aluminium bollard gradually reduces the initial carbon benefit.
- Bubblers:** The powder coated aluminium bubbler has lower carbon impact compared with the stainless steel bubbler for all service life assessments (13-19%), although the higher maintenance requirements for the powder coated aluminium bubbler gradually reduces the initial carbon benefit.
- Tree guard and pedestrian light poles:** The tree guard and light pole furniture don't have any maintenance impacts in this assessment, therefore there's no difference between the service life assessments. The powder coated aluminium options have significantly lower impact.

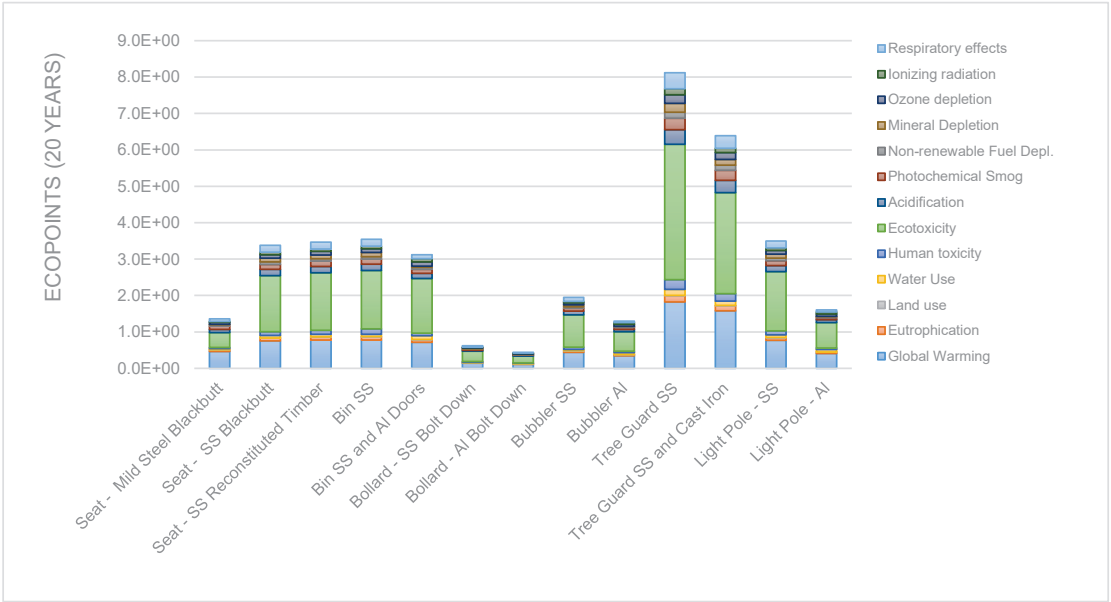
Figure 12: Life cycle carbon for different product life spans



3.5 Impact by Environmental Impact Category

The figure below shows the life cycle impacts in EcoPoints detailing the contribution by impact category. The main categories are global warming and eco-toxicity, primarily relating to coal fired power stations generating electricity and a range of direct emissions from metal production.

Figure 13: Environmental impact by environmental impact category.



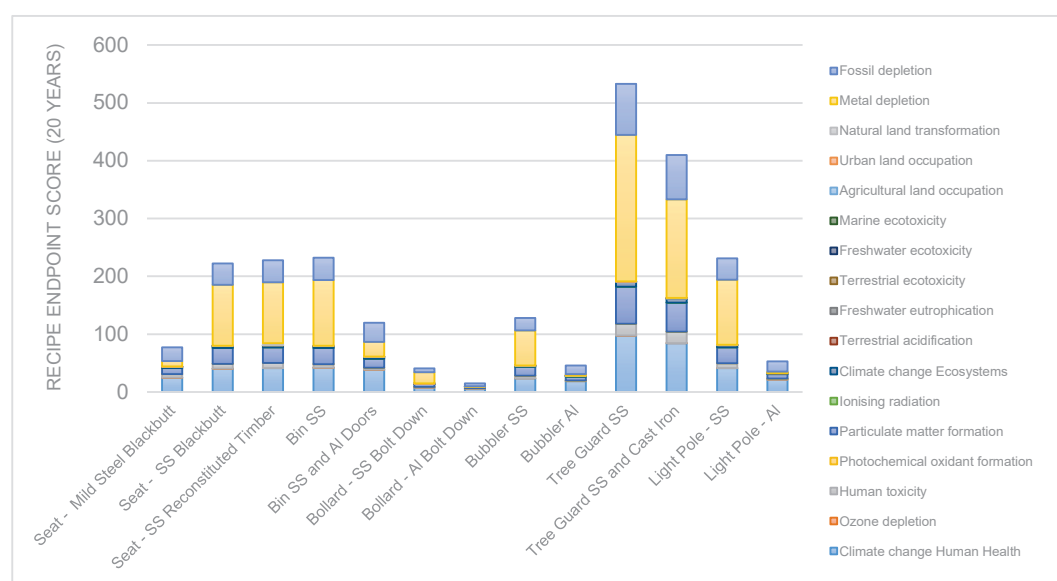
3.6 Environmental Impact Assessment method

3.6.1 ReCiPe

The ReCiPe endpoint method results gives directionally consistent results with the BP LCI EcoPoint impact assessment method used as default in this study, except for the bins. The ReCiPe results provides:

- **Plaza seats:** 65% lower impact for powder coated mild steel legs. Slightly lower impact (1% lower) for the Blackbutt timber seat version compared with the reconstituted wood-based composite products.
- **Bins:** The stainless steel bin option has 94% higher impact compared with the powder coated aluminium door option. This result is contrary to the BP LCI EcoPoint results, but consistent with the carbon assessment.
- **Bollards:** The stainless steel bollard option has approximately 174% higher impact compared with the powder coated aluminium bollard.
- **Bubblers:** The stainless steel bubbler option has approximately 179% higher life cycle carbon compared with the powder coated aluminium bubbler.
- **Tree guards:** The stainless steel guard has approximately 30% higher impact compared with the cast iron surround option.
- **Pedestrian light poles:** The stainless steel light pole option has approximately 337% higher life cycle impact compared with the powder coated aluminium light pole.

Figure 14: Alternative life cycle environmental impacts assessment – ReCiPe Endpoint.

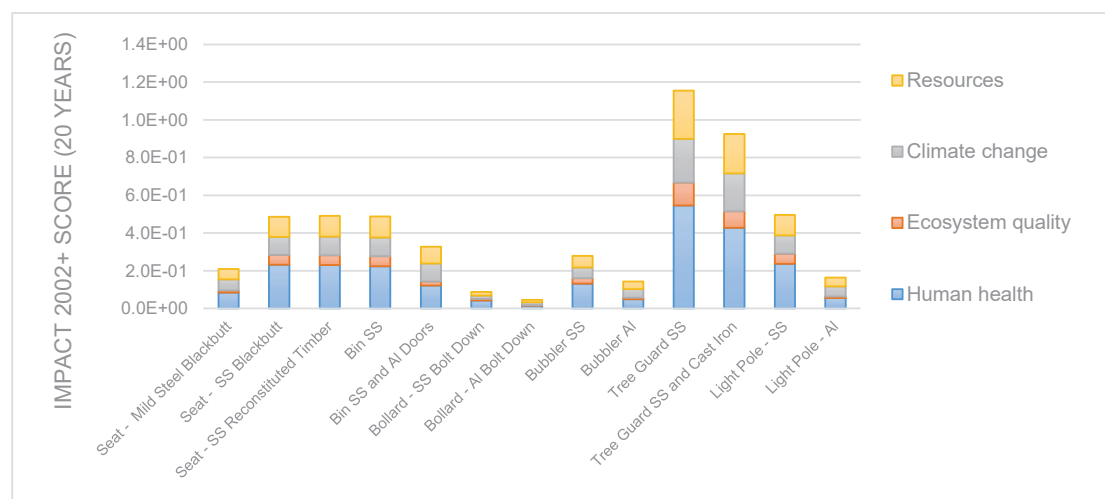


3.6.1 IMPACT 2002+

The IMPACT 2002+ endpoint method results gives directionally consistent results with the BP CLI and ReCiPe impact assessment methods, except for the bins. The IMPACT 2002+ results provides:

- **Plaza seats:** 57% lower impact for powder coated mild steel legs. Slightly lower impact (1% lower) for the Blackbutt timber seat version compared with the reconstituted wood-based composite products.
- **Bins:** The stainless steel bin option has 50% higher impact compared with the powder coated aluminium door option. This result is contrary to the BP LCI EcoPoint results, but consistent with the carbon assessment.
- **Bollards:** The stainless steel bollard option has approximately 92% higher impact compared with the powder coated aluminium bollard.
- **Bubblers:** The stainless steel bubbler option has approximately 95% higher life cycle carbon compared with the powder coated aluminium bubbler.
- **Tree guards:** The stainless steel guard has approximately 25% higher impact compared with the cast iron surround option.
- **Pedestrian light poles:** The stainless steel light pole option has approximately 202% higher life cycle impact compared with the powder coated aluminium light pole.

Figure 15: Alternative life cycle environmental impacts assessment – IMPACT 2002+ Endpoint



APPENDIX A - References

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APPENDIX B - Life Cycle Impact Assessment (LCIA)

These steps are performed to interpret results into key environmental impacts. Most LCA tools have libraries of impact assessment methods that can automate the impact assessment. The method used in this report is that detailed in the BP LCI and includes the stages of Classification and Characterisation, Normalisation and Weighting.

Classification and characterisation

Each of the compiled inputs and outputs are classified in terms of the particular fingerprint of environmental impacts that they contribute to. The classified inputs and outputs are characterised for their potency of contribution to each environmental impact category. The characterised impacts for all of the contributing inputs and outputs are then summed to a total measure of impact in appropriate units.

The following 12 midpoint environmental impact categories and characterisation methods were used – as recommended for impact assessment within the BP LCI project (BPIC, 2010d), using updated toxicity factors and changing the reference material for abiotic resource depletion. Pending specific EPD scheme requirements, this set of impact categories is likely to meet or exceed the requirements of most EPD schemes internationally:

1. Global warming: characterised in 100 year global warming potential factors (GWP100) for carbon dioxide equivalents (kg CO₂-eq).
2. Abiotic resource depletions (excl. water): CML 2 baseline 2001 relative characterisation factors for abiotic resource depletion potential renormalised to be measured in oil equivalents (kg oil-eq) for non-renewable fuel depletion and iron equivalence (kg Fe eq) for mineral depletion. The renormalisation of units helps in communicating results to the public.
3. Land transformation and use: characterised in hectare years (ha.a).
4. Water resource depletion: characterised using total freshwater consumed (kL water).
5. Eutrophication: CML 2 baseline 2001 characterisation factors in phosphate equivalents (kg PO₄ eq).
6. Acidification: ReCiPe global (H) midpoint characterisation factors in sulphur dioxide equivalents (kg SO₂ eq).
7. Eco-toxicity: characterisation based on Potentially Affected Fraction (PAF) of species, based on Lundie et al (2007) for marine aquatic, freshwater aquatic and terrestrial eco-toxicity.
8. Photochemical smog: ReCiPe (H) global midpoint characterisation factors in non-methane VOC equivalents (kg NMVOC eq).
9. Ozone depletion: WMO method for characterisation in Chlorinated Fluorocarbon 11 equivalents (kg CFC-11 eq).
10. Ionizing radiation: ReCiPe (H) global midpoint characterisation factors in Uranium 235 equivalence (kg ²³⁵U eq).
11. Human toxicity: Lundie et al (2007) characterisation factors in Disability Affected Life Years (DALY) for carcinogenic and non-carcinogenic effects.
12. Respiratory effects: IMPACT 2002+ expressed in particulates with a diameter of 2.5 µm equivalence (kg PM2.5 eq)

Normalisation

The environmental impacts are normalised against the annual average per capita impacts of an Australian citizen. For this study we have normalised using the total Australian impacts (2008) divided by the population. The normalisation factors were based on the recommendations by BPIC (2010d), and adapted specifically for abiotic resource depletion and toxicity. The normalisation factors used are shown in the table below.

Table 3: Normalisation factors

Impact category	Normalisation factors
Global Warming	3.66E-05
Eutrophication	5.25E-02
Land use	3.85E-02
Water Use	1.08E-03
Human toxicity - non-carcinogenic.	2.65E+02
Human toxicity - carcinogenic	2.34E+03
Fresh water aquatic eco-toxicity	1.83E+07
Marine aquatic eco-toxicity	5.75E+05
Terrestrial eco-toxicity	4.47E+08
Acidification	9.01E-03
Photochemical Smog	1.35E-02
Non-renewable Fuel Depletion	6.36E-05
Mineral Depletion	3.34E-08
Ozone depletion	5.48E+02
Ionizing radiation	7.66E-04
Respiratory effects	2.11E-02

Weighting

Each of the environmental impacts is weighted for their relative importance for the region where the LCA is applied. This final stage uses weighting factors, which take account of stakeholders' opinions about the relative importance of the different impact categories. The demographically adjusted weighting factors developed for the BP LCI (see BPIC, 2010c) are used to convert the LCA results into EcoPoint scores.

Table 4: Weighting factors

Impact category	Weighting factors
Global Warming	21%
Eutrophication	3%
Land use	17%
Water Use	6%
Human toxicity - non-carcinogenic.	1.5%
Human toxicity - carcinogenic	1.5%
Fresh water aquatic eco-toxicity	10%
Marine aquatic eco-toxicity	12%
Terrestrial eco-toxicity	6%
Acidification	4%
Photochemical Smog	3%
Non-renewable Fuel Depletion	3%
Mineral Depletion	4%
Ozone depletion	4%
Ionizing radiation	2%
Respiratory effects	3%

APPENDIX C – LCA Standards and References

There is a range of complementary or otherwise largely compatible LCA standards and guidelines available. The leading initiatives are set out below, in order of generality.

ISO14040 and ISO14044

ISO14040 describes the principles and framework for the LCA. It does not describe the LCA technique in detail, nor does it specify methodologies for the individual phases of the LCA.

ISO14044 specifies requirements and provides guidelines for LCA including: definition of the goal and scope of the LCA; the LCI phase; the LCIA phase; the life cycle interpretation phase; reporting and critical review of the LCA; limitations of the LCA; relationship between the LCA phases; and conditions for use of value choices and optional elements.

Australian National Life Cycle Inventory Database (AusLCI)

AusLCI is a major initiative currently being delivered by the Australian Life-Cycle Assessment Society (ALCAS). The aim is to provide and maintain a national, publicly-accessible database with easy access to authoritative, comprehensive and transparent environmental information on a wide range of Australian products and services over their entire life cycle. It is an invaluable tool for those involved in environmental assessment, and particularly LCA, as it provides consistent guidelines, principles and methodologies for the collection of LCI data along with protocols for LCA processes for different sectors.

The project brings together stakeholders from industry, government and academia to develop a methodology to standardise the interpretation of ISO14040 and ISO14044 in Australia. The AusLCI database will then enable suppliers to use LCA to reduce environmental impacts and to appropriately promote the environmental attributes of their products and services.

The Building Products Life Cycle Inventory (BP LCI)

The BP LCI is a methodology and database for reporting the life cycle environmental impacts of building products. It is a major milestone for the industry because it provides the first scientifically reliable and independently validated Australian database for the LCA of building products. The Building Products Innovation Council (BPIC), Building Research Association of NZ (BRANZ), Edge Environment and ALCAS (in partnership with the Department of Innovation, Industry, Science and Research and the CSIRO) conducted this three-year research project.

The primary objectives were to provide the building industry with the information required to conduct an LCA of building products and therefore the built environment. The BP LCI database and methodology establishes a level playing field for building industry LCAs, because it provides consistent and comparable methods and data across and within all product categories.

The BP LCI is the leading methodology and tool-kit for comparative LCAs in Australia, broadly applicable to all sectors of the economy. The methodology, data and impact assessment and weightings developed for the BP LCI are used as primary sources for this LCA.

APPENDIX D – Background Data

The following background data sources were used to model the product life cycles from cradle to grave/gate:

- **ecoinvent v2.2:** The ecoinvent Center holds the world's leading database with consistent and transparent, up-to-date LCI data. ecoinvent includes several thousands of LCI datasets in the areas of agriculture, energy supply, transport, biofuels and biomaterials, bulk and speciality chemicals, construction materials, packaging materials, basic and precious metals, metals processing, ICT and electronics as well as waste treatment.
- **Australian National Life Cycle Inventory Database (AusLCI):** A major initiative currently being delivered by the Australian Life Cycle Assessment Society (ALCAS). The aim is to provide and maintain a national, publicly-accessible database with easy access to authoritative, comprehensive and transparent environmental information on a wide range of Australian products and services over their entire life cycle.
- **AusLCI shadow database:** ALCAS have developed a "shadow database" to provide consistent, quality background data to the AusLCI database. This shadow database fills most of the gaps in the supply chain as AusLCI is being developed. The shadow database is based on the ecoinvent unit process database, but with a number of adjustments to bring the data more in line with the Australian industrial environment.
- **Australasian Unit Process LCI:** The main Australasian database in SimaPro which has been developed for use with LCA in Australia over the past 12 years. The original database was developed as part of a project funded by the 4 state EPAs, the commonwealth government and the Cooperative Research Centre for Waste Management and Pollution control. The project partners were University of New South Wales and Centre for Design at RMIT University. The database has been added to over time by different public projects and its upkeep is coordinated by life cycle strategies.
- **Building Products Life Cycle Inventory (BP LCI):** The BP LCI provides LCI results for over 100 products in a publicly accessible free access database. The data comprises the generic average inputs and outputs, aggregated from Australian manufacturers for each product. The BP LCI. The Building Products Innovation Council (BPIC) developed the BP LCI to serve the national interest in reducing the impact of and improving the sustainability of the built environment.

The following sections describe the background processes and amendments made for this study.

Aluminium (31% recycled content) (kg)

The aluminium production is modelled based on the European *Aluminium, production mix, at plant/RER U* process in Ecoinvent v2.2, based on the assumption it's sourced internationally. Transport is included based on:

- 100km truck transport from the aluminium production plant (Articulated truck, 28 tonne load on 30 tonne truck, in urban areas (freight task)/AU U)
- 5000km international shipping (Shipping, International Freight/AU U)
- 100km truck transport to the furniture manufacturing site (Articulated truck, 28 tonne load on 30 tonne truck, in urban areas (freight task)/AU U)

Aluminium product manufacturing (NSW) (kg)

The aluminium manufacturing process is based on the process *Aluminium product manufacturing, average metal working/RER U* from the Ecoinvent v2.2 database. The process has been adapted to use NSW average grid electricity. Aluminium feedstock loss and hazardous waste treatment and incineration in the default Ecoinvent process has been removed after discussions with ABUD. The energy consumption has been reduced by 20% to

reflect the relative efficiency in producing aluminium compared with stainless steel after consultation with ABUD (see *Chromium steel product manufacturing (NSW) (kg)* below).

Stainless Steel (60% recycled content) (kg)

The stainless steel production is modelled based on the European *Aluminium, production mix, at plant/RER U* process in Ecoinvent v2.2, based on the assumption it's sourced internationally. Transport is included based on:

- 100km truck transport from the aluminium production plant (Articulated truck, 28 tonne load on 30 tonne truck, in urban areas (freight task)/AU U)
- 5000km international shipping (Shipping, International Freight/AU U)
- 100km truck transport to the furniture manufacturing site (Articulated truck, 28 tonne load on 30 tonne truck, in urban areas (freight task)/AU U)

Chromium steel product manufacturing (NSW) (kg)

The stainless steel manufacturing process is based on the process *Chromium steel product manufacturing, average metal working/RER U* from the Ecoinvent v2.2 database. The process has been adapted to use NSW average grid electricity. Stainless steel feedstock loss and hazardous waste for treatment and incineration in the default Ecoinvent process has been removed after discussions with ABUD.

Laser Cutting (hr)

This manufacturing process is based on the *Laser machining, metal, with CO2-laser, 4000W power/RER U/AusSD U* dataset from the AusLCI shadow database. The process has been adapted to use NSW average grid electricity.

Mild Steel (kg)

The stainless steel production is modelled based on the European *Reinforcing steel, at plant/RER U* process in Ecoinvent v2.2, based on the assumption it's sourced internationally. Transport is included based on:

- 100km truck transport from the aluminium production plant (Articulated truck, 28 tonne load on 30 tonne truck, in urban areas (freight task)/AU U)
- 5000km international shipping (Shipping, International Freight/AU U)
- 100km truck transport to the furniture manufacturing site (Articulated truck, 28 tonne load on 30 tonne truck, in urban areas (freight task)/AU U)

Blackbutt Timber Back Painted (kg)

This process includes both Blackbutt timber and two coats of paint. The calculated surface area per timber back piece (1.709 x 0.230 x 0.030m) is 0.393m²:

- The Blackbutt timber is modelled based on the *Sawn hardwood, at mill/AU U* in the Australian LCA database for the sawmill operation and using *Roundwood, eucalyptus ssp. (SFM), under bark, u=50%, at forest road/TH U/AusSD U* from the AusLCI shadow database as timber feedstock.
- The paint is modelled based on *Acrylic varnish, 87.5% in H2O, at plant/RER U/AusSD U* from the AusLCI shadow database. The paint consumption is assumed to be 16m²/L and 1.4kg/L density for the paint.

Blackbutt Timber Seat Painted (kg)

This process includes both Blackbutt timber and two coats of paint. The calculated surface area for both timber seat pieces (each 1.709 x 0.213 x 0.030m) is 0.728m²:

- The Blackbutt timber is modelled based on the *Sawn hardwood, at mill/AU U* in the Australian LCA database for the sawmill operation and using *Roundwood, eucalyptus ssp. (SFM), under bark, u=50%, at forest road/TH U/AusSD U* from the AusLCI shadow database as timber feedstock.
- The paint is modelled based on *Acrylic varnish, 87.5% in H₂O, at plant/RER U/AusSD U* from the AusLCI shadow database. The paint consumption is assumed to be 16m²/L and 1.4kg/L density for the paint.

Reconstituted Timber (kg)

The reconstituted timber material input is based on the Certificate of Assessment by CSIRO provided by Innowood. The declared density is 830kg/m³. The manufacturing process (energy, water, transport and emissions) is modelled based on the *Medium density fibreboard, at plant/RER U/AusSD U* process from the AusLCI shadow database.

Table 5: Reconstituted Timber LCI

Input per m ³	Quantity	Unit	Background Data/Source
Electricity	355	kWh	Electricity, high voltage, New South Wales/AU U
Natural gas	1670	MJ	Natural gas, burned in industrial furnace >100kW/RER U/AusSD U
Water	0.18	m ³	Water, unspecified natural origin, AU
Transport	85.6	t.km	Transport, lorry >16t, fleet average/RER U/AusSD/Link U
Transport	202	t.km	Transport, freight, rail/RER U/AusSD/Link U
Wood-flour (69%)	572.7	kg	Wood shavings, u=12%, at mill/AU U
PVC resin (23%)	190.9	kg	Polyvinylchloride, at plant/AU U
CaCO ₃ (5%)	41.5	kg	Lime, calcined, at regional store/AU U
Colour oxides and plasticizers (3%)	24.9	kg	DEHP Australia/AU U
Output per m ³	Quantity	Unit	Notes
Formaldehyde	0.00927	kg	Emission to air
Heat, waste	1280	MJ	Emission to air

Painting - One coat (m2)

The paint is modelled based on *Acrylic varnish, 87.5% in H₂O, at plant/RER U/AusSD U* from the AusLCI shadow database. The paint consumption is assumed to be 16m²/L and 1.4kg/L density for the paint.

Painting - Two coats (m2)

The paint is modelled based on *Acrylic varnish, 87.5% in H₂O, at plant/RER U/AusSD U* from the AusLCI shadow database. The paint consumption is assumed to be 16m²/L and 1.4kg/L density for the paint.

Powder coating (m2)

Powder coating is modelled based on the *Powder coating, aluminium sheet/RER U* from the AusLCI shadow database.

Powder coating Aluminium Bollard (recoating with transport) (m2)

Powder coating is modelled based on the *Powder coating, aluminium sheet/RER U* from the AusLCI shadow database. Transport is accounted for assuming 2 x 25km transport (*Transport, light commercial vehicles <3.5t, per unit of freight movement/AU U*) based on 12kg transport load per 0.4m² powder coated area.

Powder coating Bin Door (recoating with transport) (m2)

Powder coating is modelled based on the *Powder coating, aluminium sheet/RER U* from the AusLCI shadow database. Transport is accounted for assuming 2 x 25km transport (*Transport, light commercial vehicles <3.5t, per unit of freight movement/AU U*) based on 37.5kg transport load per 1m² powder coated area.

Powder coating Aluminium Bubbler (recoating with transport) (m2)

Powder coating is modelled based on the *Powder coating, aluminium sheet/RER U* from the AusLCI shadow database. Transport is accounted for assuming 2 x 25km transport (*Transport, light commercial vehicles <3.5t, per unit of freight movement/AU U*) based on 56kg transport load per 4.1m² powder coated area.

Pressure wash (l)

Pressure washing is modelled based on the *Pumping, customisable/AU U* process in the Australasian Unit Process LCI database. Pressure washing is assumed to be diesel powered.

Wash (l)

Washing is modelled based on 30kg soap (Soap, at plant/RER U from the AusLCI shadow database) for every 1000L water (Water, drinking, Sydney, reticulated/AU U) and 10km transport (*Transport, light commercial vehicles <3.5t, per kilometer travelled/AU U*).

Reprocessing Aluminium (kg)

Reprocessing of the aluminium is modelled based on the *Aluminium, secondary, from new scrap, at plant/RER U/AusSD U* from the AusLCI shadow database, minus the aluminium input (only re-processing). 100km transport is assumed to the reprocessing plant (*Transport, articulated truck, >20t, customisable/AU U*).

Reprocessing Stainless Steel (kg)

Reprocessing of the aluminium is modelled based on the *Steel, electric, chromium steel 18/8, at plant/RER U/AusSD U* from the AusLCI shadow database, minus the steel input (only re-processing). 100km transport is assumed to the reprocessing plant (*Transport, articulated truck, >20t, customisable/AU U*).

Truck Transport (t.km)

Truck transport is modelled based on *Transport, rigid truck, 3.5-16t, customisable/AU U* in the Australasian Unit Process LCI database.

Electricity (kWh)

Electricity consumption is based on *Electricity, low voltage, NSW average/AU U* from AusLCI.

APPENDIX E – Product Data and Life Cycle Inventory

Plaza Seat

The environmental impacts that are highlighted in the table below are for discussion during the presentation of the draft report.

Table 6: Product Life Cycle Inventory for plaza seat with powder coated mild steel structure and Blackbutt seat planks and back

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Mild Steel Legs	128.5	128.5	128.5	kg	Based on BoQ from ABUD, assumed same mass as SS
	Stainless Steel Fittings	3.0	3.0	3.0	kg	Based on BoQ from ABUD
	Blackbutt Seat Painted	14.7	14.7	14.7	kg	4 sides, 16m2/L @ 1.4kg/L - Two coats
	Blackbutt Back Plank Painted	10.0	10.0	10.0	kg	4 sides, 16m2/L @ 1.4kg/L - Two coats
Manufacturing						
	Steel Structure	128.5	128.5	128.5	kg	
	Powder-coating	0.6	0.6	0.6	m2	
Installation						
	Transport	7.8	7.8	7.8	t.km	Assumed 50km transport
	Electricity	0.3	0.3	0.3	kWh	1kW tool 10 sec per fitting
Maintenance						
	Replacement Blackbutt Seat Painted	2.9	4.4	7.4	kg	4 sides, 16m2/L @ 1.4kg/L - Two coats
	Replacement Blackbutt Back Plank Painted	2.0	3.0	5.0	kg	4 sides, 16m2/L @ 1.4kg/L - Two coats
	Paint Seat	33.2	49.8	83.1	m2	4 sides, 16m2/L @ 1.4kg/L - One coat
	Paint Back Plank	17.8	26.7	44.4	m2	4 sides, 16m2/L @ 1.4kg/L - One coat
	Paint Seat	1.7	1.7	1.7	m2	4 sides, 16m2/L @ 1.4kg/L - Two coats
	Paint Back Plank	0.9	0.9	0.9	m2	4 sides, 16m2/L @ 1.4kg/L - Two coats
	High pressure washing	4800	7200	12000	l	Assumed 20L used per wash
	Paint touch up powder coated area	0.06	0.09	0.16	m2	16m2/L @ 1.4kg/L - Two Coats

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
	Unscrewing and re-screwing	0.4	0.6	1.0	kWh	1kW tool 10 sec per fitting
	Re-Powder-coating	0.7	1.1	1.9	m2	Includes transport 2x25km
Deconstruction						
	Electricity	0.3	0.3	0.3	kWh	1kW tool 10 sec per fitting
	Transport	7.8	7.8	7.8	t.km	Assumed 50km transport
Disposal/Recovery						
	Steel Structure	128.5	128.5	128.5	kg	Assumed reprocessing into aluminium
	Stainless Steel Fittings	3.0	3.0	3.0	kg	Assumed reprocessing into stainless steel
	Blackbutt Seat	14.7	14.7	14.7	kg	Assumed reuse
	Blackbutt Back Plank	7.8	7.8	7.8	kg	Assumed reuse

Table 7: Product Life Cycle Inventory for plaza seat with stainless steel structure and Blackbutt seat planks and back.

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Stainless Steel Structure	128.5	128.5	128.5	kg	Based on BoQ from ABUD
	Stainless Steel Fittings	3.0	3.0	3.0	kg	Based on BoQ from ABUD
	Blackbutt Seat Painted	14.7	14.7	14.7	kg	4 sides, 16m2/L @ 1.4kg/L - Two coats
	Blackbutt Back Plank Painted	10.0	10.0	10.0	kg	4 sides, 16m2/L @ 1.4kg/L - Two coats
Manufacturing						
	Stainless Steel	128.5	128.5	128.5	kg	
Installation						
	Transport	7.8	7.8	7.8	t.km	Assumed 50km transport
	Electricity	0.3	0.3	0.3	kWh	1kW tool 10 sec per fitting
Maintenance						
	Replacement Blackbutt Seat Painted	2.9	4.4	7.4	kg	4 sides, 16m2/L @ 1.4kg/L - Two coats
	Replacement Blackbutt Back Plank Painted	2.0	3.0	5.0	kg	4 sides, 16m2/L @ 1.4kg/L - Two coats
	Paint Seat	33.2	49.8	83.1	m2	4 sides, 16m2/L @ 1.4kg/L - One coat
	Paint Back Plank	17.8	26.7	44.4	m2	4 sides, 16m2/L @ 1.4kg/L - One coat
	Paint Seat	1.7	1.7	1.7	m2	4 sides, 16m2/L @ 1.4kg/L - Two coats
	Paint Back Plank	0.9	0.9	0.9	m2	4 sides, 16m2/L @ 1.4kg/L - Two coats
	High pressure washing	4800	7200	12000	l	Assumed 20L used per wash
Deconstruction						
	Electricity	0.3	0.3	0.3	kWh	1kW tool 10 sec per fitting
	Transport	7.8	7.8	7.8	t.km	Assumed 50km transport
Disposal/Recovery						
	Stainless Steel Structure	128.5	128.5	128.5	kg	Assumed reprocessing into stainless steel
	Stainless Steel Fittings	3.0	3.0	3.0	kg	Assumed reprocessing into stainless steel
	Blackbutt Seat	14.7	14.7	14.7	kg	Assumed reuse
	Blackbutt Back Plank	7.8	7.8	7.8	kg	Assumed reuse

Table 8: Product Life Cycle Inventory for plaza seat with stainless steel structure and reconstituted timber seat planks and back.

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Stainless Steel Structure	128.5	128.5	128.5	kg	Based on BoQ from ABUD
	Stainless Steel Fittings	3.0	3.0	3.0	kg	Based on BoQ from ABUD
	Reconstituted Timber Seat	18.1	18.1	18.1	kg	Assumed same dimensions as Blackbutt, 830kg/m3
	Reconstituted Timber Back Plank	9.8	9.8	9.8	kg	Assumed same dimensions as Blackbutt, 830kg/m3
Manufacturing						
	Stainless Steel	128.5	128.5	128.5	kg	
Installation						
	Transport	8.0	8.0	8.0	t.km	Assumed 50km transport
	Electricity	0.3	0.3	0.3	kWh	1kW tool 10 sec per fitting
Maintenance						
	High pressure washing	4800	7200	12000	l	Assumed 20L used per wash
	Washing	100	150	250	l	Assumed 20L used per wash
Deconstruction						
	Electricity	0.3	0.3	0.3	kWh	1kW tool 10 sec per fitting
	Transport	8.0	8.0	8.0	t.km	Assumed 50km transport
Disposal/Recovery						
	Stainless Steel Structure	128.5	128.5	128.5	kg	Assumed reprocessing into stainless steel
	Stainless Steel Fittings	3.0	3.0	3.0	kg	Assumed reprocessing into stainless steel
	Reconstituted Timber Seat	18.1	18.1	18.1	kg	Assumed reuse
	Reconstituted Timber Back Plank	9.8	9.8	9.8	kg	Assumed reuse

Bin

The environmental impacts that are highlighted in the table below are for discussion during the presentation of the draft report.

Table 9: Product Life Cycle Inventory for bin capsule with stainless steel structure and doors

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Stainless Steel Trash Deflector	27.0	27.0	27.0	kg	Based on BoQ from ABUD
	Stainless Steel Fittings	1.4	1.4	1.4	kg	Assumed 1% of furniture weight (ABUD)
	Stainless Steel Door	112.0	112.0	112.0	kg	Edge estimate (2x aluminium door mass)
Manufacturing						
	Stainless Steel	166.8	180.7	208.5	kg	
Installation						
	Transport	7.0	7.0	7.0	t.km	Assumed 50km transport
	Electricity	0.3	0.3	0.3	kWh	1kW tool 10 sec per fitting
Maintenance						
	High pressure washing	4800	7200	12000	l	Assumed 20L used per wash
Deconstruction						
	Electricity	0.3	0.3	0.3	kWh	1kW tool 10 sec per fitting
	Transport	7.0	7.0	7.0	t.km	Assumed 50km transport
Disposal/Recovery						
	Stainless Steel Structure	27.0	27.0	27.0	kg	Assumed reprocessing into stainless steel
	Stainless Steel Fittings	1.4	1.4	1.4	kg	Assumed reprocessing into stainless steel
	Stainless Steel Door	112.0	112.0	112.0	kg	Assumed reprocessing into stainless steel

Table 10: Product Life Cycle Inventory for bin capsule with stainless steel structure and powder coated aluminium doors

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Stainless Steel Trash Deflector	27.0	27.0	27.0	kg	Based on BoQ from ABUD
	Stainless Steel Fittings	0.8	0.8	0.8	kg	Assumed 1% of furniture weight (ABUD)
	Aluminium Door	56.0	56.0	56.0	kg	Based on BoQ from ABUD
Manufacturing						
	Stainless Steel	32.4	35.1	40.5	kg	
	Aluminium	56.0	56.0	56.0	kg	
	Powder-coating	4.1	4.1	4.1	m2	Based on information from ABUD
Installation						
	Transport	4.2	4.2	4.2	t.km	Assumed 50km transport
	Electricity	0.3	0.3	0.3	kWh	1kW tool 10 sec per fitting
Maintenance						
	Powder-coating	16.3	24.5	40.8	m2	Includes transport 2x25km
	High pressure washing	4800	7200	12000	l	Assumed 20L used per wash
	Paint Touch Up	0.8	1.2	2.0	m2	16m2/L @ 1.4kg/L - Two Coats
Deconstruction						
	Electricity	0.3	0.3	0.3	kWh	1kW tool 10 sec per fitting
	Transport	4.2	4.2	4.2	t.km	Assumed 50km transport
Disposal/Recovery						
	Stainless Steel Structure	27.0	27.0	27.0	kg	Assumed reprocessing into stainless steel
	Stainless Steel Fittings	0.8	0.8	0.8	kg	Assumed reprocessing into stainless steel
	Aluminium	56.0	56.0	56.0	kg	Assumed reprocessing into aluminium

Bubbler

Table 11: Product Life Cycle Inventory for stainless steel bubbler

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Stainless Steel Structure	75.0	75.0	75.0	kg	
	Stainless Steel Fittings	0.8	0.8	0.8	kg	Assumed 1% of furniture weight (ABUD)
Manufacturing						
	Stainless Steel	75.0	75.0	75.0	kg	
Installation						
	Transport	3.8	3.8	3.8	t.km	Assumed 50km transport
	Electricity	0.03	0.03	0.03	kWh	1kW tool 10 sec per fitting
Maintenance						
	High pressure washing	4800	7200	12000	l	Assumed 20L used per wash
Deconstruction						
	Electricity	0.03	0.03	0.03	kWh	1kW tool 10 sec per fitting
	Transport	3.8	3.8	3.8	t.km	Assumed 50km transport
Disposal/Recovery						
	Stainless Steel	75.8	75.8	75.8	kg	Assumed reprocessing into stainless steel

Table 12: Product Life Cycle Inventory for powder coated aluminium bubbler

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Aluminium Structure	37.5	37.5	37.5	kg	Assumed 50% mass of stainless steel option
	Stainless Steel Fittings	0.8	0.8	0.8	kg	Assumed same as stainless steel option
Manufacturing						
	Aluminium	37.5	37.5	37.5	kg	
	Powder coating	0.5	0.5	0.5	m2	Area estimated by Edge
Installation						
	Transport	1.913	1.913	1.913	t.km	Assumed 50km transport
	Electricity	0.028	0.028	0.028	kWh	1kW tool 10 sec per fitting
Maintenance						
	High pressure washing	4800	7200	12000	l	Assumed 20L used per wash
	Paint Touch Up	0.1	0.15	0.25	m2	16m2/L @ 1.4kg/L - Two Coats
	Unscrewing and re-screwing	0.06	0.06	0.06	kWh	1kW tool 10 sec per fitting
	Re-powder coating	0.7	1.0	1.7	m2	Area estimated by Edge. Includes transport 2x25km
Deconstruction						
	Electricity	0.03	0.03	0.03	kWh	1kW tool 10 sec per fitting
	Transport	1.9	1.9	1.9	t.km	Assumed 50km transport
Disposal/Recovery						
	Aluminium Structure	37.5	37.5	37.5	kg	Assumed reprocessing into aluminium
	Stainless Steel Fittings	0.8	0.8	0.8	kg	Assumed reprocessing into stainless steel

Bollard

Table 13; Product Life Cycle Inventory for stainless steel bollard.

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Stainless Steel Body	24.0	24.0	24.0	kg	Based on BoQ from ABUD
	Stainless Steel Fittings	0.2	0.2	0.2	kg	Assumed 1% of furniture weight (ABUD)
Manufacturing						
	Stainless Steel	24.0	24.0	24.0	kg	
Installation						
	Transport	1.2	1.2	1.2	t.km	Assumed 50km transport
	Electricity	0.01	0.01	0.01	kWh	1kW tool 10 sec per fitting
Maintenance						
	High pressure washing	1200	1800	3000	l	Assumed 10L used per wash
Deconstruction						
	Electricity	0.01	0.01	0.01	kWh	1kW tool 10 sec per fitting
	Transport	1.2	1.2	1.2	t.km	Assumed 50km transport
Disposal/Recovery						
	Stainless Steel Structure	24	24	24	kg	Assumed reprocessing into stainless steel
	Stainless Steel Fittings	0.2	0.2	0.2	kg	Assumed reprocessing into stainless steel

Table 14: Product Life Cycle Inventory for powder coated aluminium bollard.

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Aluminium Body	12.0	12.0	12.0	kg	Based on BoQ from ABUD
	Stainless Steel Fittings	0.2	0.2	0.2	kg	Assumed same as stainless steel option
Manufacturing						
	Aluminium Body	12.0	12.0	12.0	kg	
	Powder coating	0.4	0.4	0.4	m2	Based on information from ABUD
Installation						
	Transport	0.6	0.6	0.6	t.km	Assumed 50km transport
	Electricity	0.01	0.01	0.01	kWh	1kW tool 10 sec per fitting
Maintenance						
	High pressure washing	1200	1800	3000	l	Assumed 10L used per wash
	Paint Touch Up	0.0804	0.1	0.2	m2	16m2/L @ 1.4kg/L - Two Coats
	Unscrewing and re-screwing	0.02	0.02	0.02	kWh	1kW tool 10 sec per fitting
	Re-powder coating	0.8	1.2	2.0	m2	Includes transport 2x25km
Deconstruction						
	Electricity	0.01	0.01	0.01	kWh	1kW tool 10 sec per fitting
	Transport	0.6	0.6	0.6	t.km	Assumed 50km transport
Disposal/Recovery						
	Aluminium Body	12	12	12	kg	Assumed reprocessing into aluminium
	Stainless Steel Fittings	0.2	0.2	0.2	kg	Assumed reprocessing into stainless steel

Tree guards and grates

The environmental impacts that are highlighted in the table below are for discussion during the presentation of the draft report.

Table 15: Product Life Cycle Inventory for stainless and mild steel tree guard

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Mild Steel Tree Guard	33.0	33.0	33.0	kg	Based on BoQ from ABUD
	Centre Rings (inner & outer grates)	96.9	96.9	96.9	kg	Based on BoQ from ABUD
	Surround	112.0	112.0	112.0	kg	Based on BoQ from ABUD
	Plates (1&2)	16.0	16.0	16.0	kg	Based on BoQ from ABUD
	Base Angle	84.3	84.3	84.3	kg	Based on BoQ from ABUD
	Stainless Steel Fittings	5.6	5.6	5.6	kg	Based on BoQ from ABUD
Manufacturing						
	Stainless Steel	342.2	342.2	342.2	kg	
	Laser cutting	0.1	0.1	0.1	hr	Assumed 8 minutes
	Powder coating	0.7	0.7	0.7	m2	Area calculated based on BoQ from ABUD
Installation						
	Transport	17.4	17.4	17.4	t.km	Assumed 50km transport
	Electricity	0.1	0.1	0.1	kWh	1kW tool 10 sec per fitting
Maintenance						
Deconstruction						
	Electricity	0.1	0.1	0.1	kWh	1kW tool 10 sec per fitting
	Transport	17.4	17.4	17.4	t.km	Assumed 50km transport
Disposal/Recovery						
	Steel Recycling	347.8	347.8	347.8	kg	Assumed reprocessing into steel

Table 16: Stainless and mild steel tree guard, with cast iron surrounds

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Mild Steel Tree Guard	33.0	33.0	33.0	kg	Based on BoQ from ABUD
	Centre Rings (inner & outer grates)	96.9	96.9	96.9	kg	Based on BoQ from ABUD
	Cast Iron Surround	112.0	112.0	112.0	kg	Assumed same mass as SS. Based on BoQ from ABUD
	Plates (1&2)	16.0	16.0	16.0	kg	Based on BoQ from ABUD
	Base Angle	84.3	84.3	84.3	kg	Based on BoQ from ABUD
	Stainless Steel Fittings	5.6	5.6	5.6	kg	Based on BoQ from ABUD
Manufacturing						
	Stainless Steel	342.2	342.2	342.2	kg	
	Laser cutting	0.1	0.1	0.1	hr	Assumed 8 minutes laser cutting time
	Powder coating	0.7	0.7	0.7	m2	Area calculated based on BoQ from ABUD
Installation						
	Transport	17.4	17.4	17.4	t.km	Assumed 50km transport
	Electricity	0.1	0.1	0.1	kWh	1kW tool 10 sec per fitting
Maintenance						
Deconstruction						
	Electricity	0.1	0.1	0.1	kWh	1kW tool 10 sec per fitting
	Transport	17.4	17.4	17.4	t.km	Assumed 50km transport
Disposal/Recovery						
	Steel Recycling	347.8	347.8	347.8	kg	Assumed reprocessing into steel

Pedestrian Light Pole

Table 17: Product Life Cycle Inventory for stainless steel light pole

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Stainless Steel - outer plate	93.6	93.6	93.6	kg	Edge estimate two 6.0x0.10x0.010m plates
	Stainless Steel - rebate plate	46.8	46.8	46.8	kg	Edge estimate 6.0x0.10x0.010m plate
	Stainless Steel Fittings	0.5	0.5	0.5	kg	Edge estimate (8)
Manufacturing						
	Stainless Steel	140.4	140.4	140.4	kg	
Installation						
	Transport	7.0	7.0	7.0	t.km	Assumed 50km transport
	Electricity	0.02	0.02	0.02	kWh	1kW tool 10 sec per fitting
Maintenance						
						Assumed none
Deconstruction						
	Electricity	0.02	0.02	0.02	kWh	1kW tool 10 sec per fitting
	Transport	7.0	7.0	7.0	t.km	Assumed 50km transport
Disposal/Recovery						
	Stainless Steel Structure	140.4	140.4	140.4	kg	Assumed reprocessing into stainless steel
	Stainless Steel Fittings	0.5	0.5	0.5	kg	Assumed reprocessing into stainless steel

Table 18: Product Life Cycle Inventory for powder coated aluminium light pole.

DESCRIPTION		Temporal Scope			Unit	Notes/Assumptions
		20	30	50		
Raw Material						
	Aluminium - outer plate	31.8	31.8	31.8	kg	Edge estimate two 6.0x0.10x0.010m plates
	Aluminium - rebate plate	15.9	15.9	15.9	kg	Edge estimate 6.0x0.10x0.010m plate
	Stainless Steel Fittings	0.5	0.5	0.5	kg	Edge estimate (8)
Manufacturing						
	Aluminium	47.7	47.7	47.7	kg	
	Powder coating	3.8	3.8	3.8	m2	Calculated surface area
Installation						
	Transport	2.4	2.4	2.4	t.km	Assumed 50km transport
	Electricity	0.02	0.02	0.02	kWh	1kW tool 10 sec per fitting
Maintenance						
						Assumed none
Deconstruction						
	Electricity	0.02	0.02	0.02	kWh	1kW tool 10 sec per fitting
	Transport	2.4	2.4	2.4	t.km	Assumed 50km transport
Disposal/Recovery						
	Aluminium Structure	47.7	47.7	47.7	kg	Assumed reprocessing into aluminium
	Stainless Steel Fittings	0.5	0.5	0.5	kg	Assumed reprocessing into stainless steel

APPENDIX F – Life Cycle Impact Assessment Results

Table 19: Life Cycle Impact Assessment characterised results.

Impact category	Unit	Seat - Mild Steel Blackbutt	Seat - SS Blackbutt	Seat - SS Reconstituted Timber	Bin SS	Bin SS and Al Doors	Bollard - SS Bolt Down	Bollard - Al Bolt Down	Bubbler SS	Bubbler Al	Tree Guard SS	Tree Guard SS and Cast Iron	Light Pole - SS	Light Pole - Al
Global Warming	kg CO2 eq	6.07E+02	9.83E+02	6.07E+02	1.01E+03	9.33E+02	1.80E+02	1.45E+02	5.71E+02	4.48E+02	1.01E+03	2.37E+03	1.00E+03	5.27E+02
Eutrophication	kg PO4 eq	2.74E-01	4.80E-01	2.74E-01	5.55E-01	4.53E-01	8.70E-02	7.23E-02	2.76E-01	2.25E-01	4.98E-01	1.12E+00	4.76E-01	2.55E-01
Land use	Ha a	4.57E-03	6.42E-03	4.57E-03	4.95E-03	2.95E-03	8.50E-04	4.13E-04	2.68E-03	1.29E-03	9.19E-03	1.13E-02	4.79E-03	1.47E-03
Water Use	kL H2O	4.59E+00	1.00E+01	4.59E+00	1.06E+01	1.57E+01	1.85E+00	2.69E+00	5.78E+00	8.23E+00	1.09E+01	2.52E+01	1.08E+01	1.06E+01
Human toxicity - non-carcinogenic	DALY	5.40E-05	1.45E-04	5.40E-05	1.54E-04	6.92E-05	2.67E-05	8.28E-06	8.36E-05	2.57E-05	1.46E-04	3.57E-04	1.54E-04	3.12E-05
Human toxicity - carcinogenic	DALY	3.63E-06	1.44E-05	3.63E-06	2.38E-05	1.40E-05	2.64E-06	2.31E-06	8.31E-06	7.21E-06	1.44E-05	3.43E-05	1.50E-05	8.76E-06
Fresh water aquatic ecotoxicity.	DAY	5.81E-11	6.91E-11	5.81E-11	6.38E-11	1.67E-10	1.25E-11	2.36E-11	3.96E-11	6.62E-11	1.09E-10	1.70E-10	7.03E-11	8.80E-11
Marine aquatic ecotoxicity	DAY	3.34E-08	3.32E-08	3.34E-08	3.30E-08	1.41E-07	5.99E-09	1.95E-08	1.89E-08	5.35E-08	3.48E-08	8.42E-08	3.35E-08	7.32E-08
Terrestrial ecotoxicity	DAY	6.05E-11	1.82E-10	6.05E-11	1.88E-10	1.19E-10	3.36E-11	1.74E-11	1.06E-10	5.44E-11	1.93E-10	4.36E-10	1.90E-10	6.39E-11
Acidification	kg SO2 eq	2.58E+00	4.66E+00	2.58E+00	4.80E+00	3.94E+00	8.48E-01	6.14E-01	2.68E+00	1.91E+00	4.79E+00	1.11E+01	4.72E+00	2.21E+00
Photochemical Smog	kg NMVOC eq	2.19E+00	3.43E+00	2.19E+00	3.40E+00	2.78E+00	6.23E-01	4.25E-01	2.00E+00	1.33E+00	3.53E+00	7.80E+00	3.29E+00	1.36E+00
Non-renewable Fuel Depletion	kg oil eq	2.23E+02	3.34E+02	2.23E+02	3.41E+02	2.80E+02	6.18E+01	4.16E+01	1.95E+02	1.28E+02	3.47E+02	8.15E+02	3.44E+02	1.51E+02
Mineral Depletion	kg Fe eq	3.34E+04	7.56E+05	3.34E+04	8.43E+05	2.11E+05	1.39E+05	1.15E+04	4.35E+05	3.53E+04	7.55E+05	1.80E+06	8.07E+05	4.13E+04
Ozone depletion	kg CFC-11 eq	2.60E-05	4.48E-05	2.60E-05	4.71E-05	5.45E-05	7.98E-06	8.30E-06	2.50E-05	2.47E-05	4.41E-05	1.08E-04	4.60E-05	3.10E-05
Ionizing radiation	kg U235 eq	1.43E+01	4.47E+01	1.43E+01	4.72E+01	5.71E+01	8.13E+00	9.38E+00	2.54E+01	2.85E+01	4.44E+01	1.09E+02	4.72E+01	3.68E+01
Respiratory effects	kg PM2.5 eq	1.18E+00	2.98E+00	1.18E+00	3.01E+00	1.65E+00	5.31E-01	2.21E-01	1.67E+00	6.90E-01	2.93E+00	6.98E+00	3.02E+00	8.00E-01

Table 20: Life Cycle Impact Assessment normalised results.

Impact category	Seat - Mild Steel Blackbutt	Seat - SS Blackbutt	Seat - SS Reconstituted Timber	Bin SS	Bin SS and Al Doors	Bollard - SS Bolt Down	Bollard - Al Bolt Down	Bubbler SS	Bubbler Al	Tree Guard SS	Tree Guard SS and Cast Iron	Light Pole - SS	Light Pole - Al
Global Warming	2.22E-02	3.60E-02	2.91E-02	3.71E-02	3.41E-02	6.59E-03	5.32E-03	2.09E-02	1.64E-02	3.70E-02	8.68E-02	3.66E-02	1.93E-02
Eutrophication	1.44E-02	2.52E-02	2.09E-02	2.91E-02	2.38E-02	4.56E-03	3.79E-03	1.45E-02	1.18E-02	2.61E-02	5.88E-02	2.50E-02	1.34E-02
Land use	1.76E-04	2.47E-04	1.59E-04	1.91E-04	1.14E-04	3.27E-05	1.59E-05	1.03E-04	4.95E-05	3.54E-04	4.36E-04	1.84E-04	5.64E-05
Water Use	4.96E-03	1.08E-02	1.54E-02	1.15E-02	1.70E-02	2.00E-03	2.91E-03	6.24E-03	8.88E-03	1.18E-02	2.72E-02	1.16E-02	1.15E-02
Human toxicity - non-carcinogenic	1.43E-02	3.84E-02	1.24E-02	4.06E-02	1.83E-02	7.06E-03	2.19E-03	2.21E-02	6.79E-03	3.86E-02	9.44E-02	4.07E-02	8.26E-03
Human toxicity - carcinogenic	8.51E-03	3.38E-02	2.96E-02	5.57E-02	3.28E-02	6.19E-03	5.42E-03	1.95E-02	1.69E-02	3.38E-02	8.03E-02	3.51E-02	2.05E-02
Fresh water aquatic ecotoxicity	1.06E-03	1.26E-03	2.08E-03	1.17E-03	3.05E-03	2.29E-04	4.30E-04	7.23E-04	1.21E-03	2.00E-03	3.10E-03	1.28E-03	1.61E-03
Marine aquatic ecotoxicity	1.92E-02	1.91E-02	5.30E-02	1.90E-02	8.08E-02	3.44E-03	1.12E-02	1.09E-02	3.07E-02	2.00E-02	4.84E-02	1.93E-02	4.21E-02
Terrestrial ecotoxicity	2.71E-02	8.14E-02	4.26E-02	8.42E-02	5.33E-02	1.50E-02	7.77E-03	4.72E-02	2.43E-02	8.61E-02	1.95E-01	8.51E-02	2.86E-02
Acidification	2.32E-02	4.20E-02	3.09E-02	4.32E-02	3.55E-02	7.64E-03	5.53E-03	2.42E-02	1.72E-02	4.32E-02	1.00E-01	4.26E-02	1.99E-02
Photochemical Smog	2.96E-02	4.63E-02	3.18E-02	4.61E-02	3.77E-02	8.42E-03	5.75E-03	2.70E-02	1.81E-02	4.78E-02	1.06E-01	4.46E-02	1.84E-02
Non-renewable Fuel Depletion	1.42E-02	2.12E-02	1.43E-02	2.17E-02	1.78E-02	3.93E-03	2.64E-03	1.24E-02	8.15E-03	2.21E-02	5.18E-02	2.18E-02	9.59E-03
Mineral Depletion	1.12E-03	2.53E-02	2.37E-03	2.81E-02	7.06E-03	4.65E-03	3.84E-04	1.45E-02	1.18E-03	2.52E-02	6.03E-02	2.70E-02	1.38E-03
Ozone depletion	1.43E-02	2.46E-02	2.47E-02	2.58E-02	2.99E-02	4.38E-03	4.55E-03	1.37E-02	1.35E-02	2.42E-02	5.93E-02	2.52E-02	1.70E-02
Ionizing radiation	1.09E-02	3.42E-02	3.83E-02	3.62E-02	4.37E-02	6.22E-03	7.18E-03	1.95E-02	2.19E-02	3.40E-02	8.33E-02	3.62E-02	2.82E-02
Respiratory effects	2.49E-02	6.27E-02	2.77E-02	6.35E-02	3.48E-02	1.12E-02	4.66E-03	3.52E-02	1.45E-02	6.17E-02	1.47E-01	6.36E-02	1.69E-02

Table 21: Weighted results.

Impact category	Seat - Mild Steel Blackbutt	Seat - SS Blackbutt	Seat - SS Reconstituted Timber	Bin SS	Bin SS and Al Doors	Bollard - SS Bolt Down	Bollard - Al Bolt Down	Bubbler SS	Bubbler Al	Tree Guard SS	Tree Guard SS and Cast Iron	Light Pole - SS	Light Pole - Al
Global Warming	4.7E-01	7.6E-01	4.7E-01	7.8E-01	7.2E-01	1.4E-01	1.1E-01	4.4E-01	3.4E-01	1.8E+00	1.6E+00	7.7E-01	4.0E-01
Eutrophication	4.3E-02	7.6E-02	4.3E-02	8.7E-02	7.1E-02	1.4E-02	1.1E-02	4.4E-02	3.5E-02	1.8E-01	1.5E-01	7.5E-02	4.0E-02
Land use	3.0E-03	4.2E-03	3.0E-03	3.2E-03	1.9E-03	5.6E-04	2.7E-04	1.8E-03	8.4E-04	7.4E-03	6.6E-03	3.1E-03	9.6E-04
Water Use	3.0E-02	6.5E-02	3.0E-02	6.9E-02	1.0E-01	1.2E-02	1.7E-02	3.7E-02	5.3E-02	1.6E-01	1.1E-01	7.0E-02	6.9E-02
Human toxicity	3.4E-02	1.1E-01	3.4E-02	1.4E-01	7.7E-02	2.0E-02	1.1E-02	6.2E-02	3.6E-02	2.6E-01	2.0E-01	1.1E-01	4.3E-02
Ecotoxicity	4.0E-01	7.3E-01	4.0E-01	7.4E-01	1.3E+00	1.3E-01	1.9E-01	4.2E-01	5.3E-01	1.8E+00	1.5E+00	7.5E-01	6.9E-01
Acidification	9.3E-02	1.7E-01	9.3E-02	1.7E-01	1.4E-01	3.1E-02	2.2E-02	9.7E-02	6.9E-02	4.0E-01	3.4E-01	1.7E-01	8.0E-02
Photochemical Smog	8.9E-02	1.4E-01	8.9E-02	1.4E-01	1.1E-01	2.5E-02	1.7E-02	8.1E-02	5.4E-02	3.2E-01	2.7E-01	1.3E-01	5.5E-02
Non-renewable Fuel Depletion	4.2E-02	6.4E-02	4.2E-02	6.5E-02	5.3E-02	1.2E-02	7.9E-03	3.7E-02	2.4E-02	1.6E-01	1.2E-01	6.6E-02	2.9E-02
Mineral Depletion	4.5E-03	1.0E-01	4.5E-03	1.1E-01	2.8E-02	1.9E-02	1.5E-03	5.8E-02	4.7E-03	2.4E-01	1.6E-01	1.1E-01	5.5E-03
Ozone depletion	5.7E-02	9.8E-02	5.7E-02	1.0E-01	1.2E-01	1.8E-02	1.8E-02	5.5E-02	5.4E-02	2.4E-01	1.9E-01	1.0E-01	6.8E-02
Ionizing radiation	2.2E-02	6.8E-02	2.2E-02	7.2E-02	8.7E-02	1.2E-02	1.4E-02	3.9E-02	4.4E-02	1.7E-01	1.1E-01	7.2E-02	5.6E-02
Respiratory effects	7.5E-02	1.9E-01	7.5E-02	1.9E-01	1.0E-01	3.4E-02	1.4E-02	1.1E-01	4.4E-02	4.4E-01	3.5E-01	1.9E-01	5.1E-02

Appendix 5.6

Workshop drawings, specifications and maintenance
manual for existing Sydney Suite – bins and seats



Sydney2030/**Green/Global/Connected**



Sustainable Design Technical Guidelines



Cover image: Waranara Early Education Centre

Above: Artist's impression of Green Square Library and Plaza | Image courtesy of Stewart Hollenstein with Colin Stewart Architects

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01 Introduction

1.1 Background

The City of Sydney (the City) has a diverse portfolio of assets in development and currently operating throughout Sydney Local Government Area (LGA). From local swimming pools to multi-storey commercial buildings, the City has continued to push Sydney's development as a thriving modern metropolis where its residents can live, work and play harmoniously.

Part of keeping Sydney as a leader in 21st century urban design and planning is ensuring that not only does the city meet the work-life demands of the population, but does so in an environmentally sustainable manner at every stage. The City has committed to this principle with ambitious Sustainable Sydney 2030 sustainability goals and actively encouraging the City's residents and businesses to adopt and integrate sustainability into their everyday lives. Sustainable Sydney 2030 sets evidence based targets for greening the City, sustainable transport, reduction of carbon emissions, water consumption and waste generation in the City's own operations and across the LGA. Achieving these bold targets will require significant action by the City, the community and business.

In March 2017, the City endorsed the Environmental Action 2016-2021 Strategy and Action Plan. The Environmental Strategy and Action Plan takes the insights, data and actions from the City's suite of environmental strategies and master plans and commits to strong actions on energy, water, climate adaptation, waste, transport and greening over the next five years. Included in the Plan is an action to develop Sustainable Design Technical Guidelines to drive best-practice in the project management of the City's capital works projects.

The City's Sustainable Design Technical Guidelines (SDTG) are designed to assist in achieving this goal by highlighting relevant sustainable practices and design principles for a broad range of projects at their various development stages. The tool is designed to be easily integrated into the City's Project Management framework, allowing users to quickly assess various sustainability options, from early project stage all the way to final hand over. The SDTG are to be read in conjunction with the City's Public Domain Codes when capital works involve public domain improvements.

1.2 Purpose and structure of the tool

This document provides guidance on how to apply sustainability in the design of the City's assets. Describing how sustainability should be applied at each project stage to ensure that sustainability outcomes can be achieved. The SDTG includes the following:

- This Sustainable Design Best Practice Guide, including Contract Brief Schedules suitable to be included in the City's tender documentation, which can be contractually binding for prospective tenderers
- A SDTG tool (a Microsoft Excel based spreadsheet tool) that prompts and documents the process

The two documents are to be used in parallel to achieve sustainability best practice outcomes and meet the expectations of the Sustainability Advisor within the City. The Sustainability Advisor is assigned to projects that have a material sustainability impact on the City's portfolio and will be allocated from the Green Infrastructure or Sustainability Strategy team.



Appendix B: References

05 Appendix B: References

The City's Guidelines:

City's Benchmarking and Ratings Policy (TRIM)
<https://record.cityofsydney.nsw.gov.au/2017/203940.ref>

City's Guidelines on Green Travel Plans
<http://www.cityofsydney.nsw.gov.au/development/planning-controls/travel-plans/how-to-develop-implement-and-review-a-travel-plan>

City's Guidelines for Solar Photovoltaic (PV) Panel Installation on City Assets
<https://record.cityofsydney.nsw.gov.au/2017/005321-33.ref>

Sustainability Benchmarking Quick Guide Version of 12 December
<https://record.cityofsydney.nsw.gov.au/2017/050910-01.ref>

Sydney Streets Code 2013
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0008/147860/SydneyStreetsCode2013_Adopted_2400613_Part1.pdf

Sydney Lights Code 2015
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0004/142987/Sydney-Lights-Public-Domain-Design-Code.pdf

Sydney Landscape Code Volume 1 2015
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0008/277847/Landscape-Code-Volume-1-Single-Dwellings_Web.pdf

Sydney Landscape Code Volume 2 2015
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0009/277848/Landscape-Code-Volume-2_Web.pdf

Sydney Streets Technical Specification 2016
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0009/142569/Sydney-Street-Technical-Specification-Version-4.pdf

Green Roofs and Walls Design Advice
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0005/221927/Green-Roofs-DA-and-Design-Advice.pdf

Public Domain Codes
<http://www.cityofsydney.nsw.gov.au/development/planning-controls/development-policies/public-domain-design-codes>

Draft Parks Code
<https://record.cityofsydney.nsw.gov.au/2017/305851.ref>

Draft Internal Habitat Guidelines
<https://record.cityofsydney.nsw.gov.au/2017/185919.ref>

The City's Project Management Tools:

PMO – Framework
<http://citynet.cityofsydney.nsw.gov.au/ourorg/projectmanagement/Pages/default.aspx>

The City's Plans

Environmental Action 2016-2021 Strategy and Action Plan
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0007/284749/Environmental-Action-strategy-and-action-plan.pdf

City's Adapting for Climate Change Strategy
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0013/250123/2016-022571-Adapting-to-Climate-Change_accessible.pdf

City of Sydney WSUD & Stormwater Infrastructure Report
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0015/151206/WSUD-and-Stormwater-Report.pdf

City's Decentralised Water Master Plan 2012 – 2030
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0005/122873/Final-Decentralised-Water-Master-Plan.pdf

City's Waste Strategy
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0019/122914/InterimWasteStrategy.pdf

City of Sydney Policy for Waste Minimisation
In New Developments
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0018/120384/WasteCodeForNewDevelopments.pdf

City's Waste Approvals Policy
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0007/194380/waste_policy_local_approvals_policy_for_managing_waste_in_public_places_21_october_2013.pdf

Urban Forest Strategy
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0003/132249/Urban-Forest-Strategy-Adopted-Feb-2013.pdf

Tree Management Policy
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0020/132248/Tree-Management-Policy.pdf

Street Tree Masterplan
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0015/130236/STMP2011_150501-PartA.PDF

Urban ecology plan
http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0011/198821/2014-109885-Plan-Urban-Ecology-Strategic-Action-Plan_FINAL-adopted.pdf or
<https://record.cityofsydney.nsw.gov.au/2014/109885.ref>

City's Benchmarking and Ratings Policy
<https://record.cityofsydney.nsw.gov.au/2017/203940.ref>

Other Resources

Australian Guidelines for Water Recycling - Augmentation of Drinking Water Supplies, May, 2008:
<http://agriculture.gov.au/SiteCollectionDocuments/water/water-recycling-guidelines-augmentation-drinking-22.pdf>

Managing urban stormwater (MUS): soils and construction vol. 1, A Resource Guide for Local Councils – Erosion and Sediment Control, DEC
<http://www.environment.nsw.gov.au/resources/water/BlueBookVol1.pdf>

Australian Steel Institute: <http://steel.org.au/>

FSC website: <https://au.fsc.org/en-au>

FEFC website: <http://www.petc.org/>

Green Building Council Australia (GBCA): <http://new.gbca.org.au/>

Green Star Design and As Built Submission Guidelines v1.1
<https://record.cityofsydney.nsw.gov.au/2017/295603.ref>

Infrastructure Sustainability Council of Australia (ISCA) <https://isca.org.au/>

NABERS <https://www.nabers.gov.au>

Walkscore <https://www.walkscore.com/>

Window Energy Rating Scheme <https://www.wers.net>



06 Glossary

Alternative water source: Water from either a recycled water system or network, rain water collection or bore water

Biodiversity: Refers to the variety of species of flora and fauna in the habitat in question

Building Monitoring and Controls System (BMCS): The system used to monitor, log, alarm and control all systems within a building

Business Case: Stage within the City's project management framework, which also the second stage requiring actions within the SDTG tool

Climate adaptation / climate resilience: Taking actions to manage risks from climate impacts, including economic, social and environmental risks

Cogeneration: On site energy production (typically gas engine or microturbine) producing heating and electricity

Contract Brief: A list of sustainability contract clauses which are to be achieved by the contract parties. The contract brief is generated based on the Sustainability Requirements selected within the SDTG tool

COP: Coefficient of performance, a measure of the efficiency of heating systems

Cross-Ventilation: Design of the inlets and outlets of air through a space to allow natural breezes to pass through the occupied spaces

Economy cycle: When conditions are suitable the mechanical system is enabled to take additional outside air in order to reduce cooling requirements

EER: Energy efficiency ratio, a measure of the efficiency of cooling systems

Embedded emissions: Greenhouse gas emissions associated with the sourcing and production of materials prior to arrival at the project site

GEMS: Greenhouse and Energy Minimum Standards; Federal Legislation framework regarding the minimum energy efficiency and greenhouse emission levels for products being sold in Australia

GHG Emissions intensity: Greenhouse gas emission intensity is the amount of greenhouse gas emissions (CO₂-e) that is attributed to a project per unit of area per annum (usually either Gross Floor Area or Net Lettable Area) in operation

Green Star: A holistic sustainability rating tool administered by the Green Building Council of Australia, rating buildings, interiors and precinct projects from planning through to operations

Heat recovery: Use of a heat exchanger to recover energy leaving the system through relief air or exhaust systems

Initiation Brief: Stage within the City's project management framework, which also the first stage requiring actions within the SDTG tool

JV3: Energy Efficiency Verification Methodology provided in the NCC 2016

Lighting power density: Maximum lighting power energy consumption per square meter across a project (W/m²)

MEPS: Minimum Energy Performance Standards; specific energy performance standards for products under the GEMS scheme

Milestone Tracking: Regular stages within the delivery stage, can be linked to contractor payments. Also a page in the STDG tool used to check, review and monitor the status for the project against the contract brief requirements

Mixed mode ventilation: A building or room designed to operate in either natural ventilation mode or mechanical air conditioning mode

MUSIC Stormwater Modelling: Model for Urban Stormwater Improvement Conceptualisation; modelling software used to predict the performance of stormwater quality management systems

NABERS: National Australian Built Environment Rating System, a framework to rate the sustainability performance of buildings in operation

Natural ventilation: A passive design, aimed to create comfortable conditions within a building without the need for mechanical air conditioning systems

NCC 2016: National Construction Code 2016

NCC Section 9 Glazing Calculator: A tool provided by the BCA which determines the minimum glazing requirements for a given building design

Net-zero building: A building which has a net greenhouse gas emission intensity of zero in operation. This can be achieved through exporting zero carbon energy, to offset high carbon energy supply from the grid electricity network

On-site solar PV: A solar photovoltaic system located within the site boundary, offsetting the projects energy consumption off the grid electricity network (ie, connected on the project site's side of the utility meter)

Passive design: Passive design refers to the use of the sun's energy for the heating, cooling and lighting of spaces. The project or individual element of it take advantage of characteristics in materials, design and air movements created by exposure to the sun

Photo-electric sensor: A sensor to detect motion within a nearby vicinity

Project Aspects: Page in the STDG tool which allows for a selection of Sustainability Aspects relevant to the project being assessed

Project Completion: Stage within the City's project management framework, which also the final stage requiring actions within the STDG tool

Project Plan: Stage within the City's project management framework, which also the third stage requiring actions within the STDG tool

Sustainability Advisor: Internal sustainability specialist, usually from the Green Infrastructure team, who has been consulted for the project

Thermal inertia: The speed at which thermal mass will approach the temperature of its surroundings, i.e. Concrete has a large thermal inertia, plasterboard has a small thermal inertia

Thermal labyrinth: A thermal mass, exposed surface area air intake to cool air prior to entering a building

Trigeneration: A cogeneration system paired with an absorption chiller for the production of chilled water for cooling

Urban heat island effect: An urban area which is warmer than surrounding rural areas, due to thermal mass and surface modifications that come with urban areas

Walkscore: An online calculator, scoring a locations proximity to amenities

Water intensity: Water intensity is the amount of potable water that is attributed to a project per unit of area per annum (usually either Gross Floor Area or Net Lettable Area) in operation

Water Sensitive Urban Design: An urban design integrating the urban water cycle, stormwater, groundwater and wastewater management for improved environmental performance

WELS: Water Efficiency Labelling and Standards; a federally mandated rating scheme for determining the water efficiency of certain products

WERS: Window Energy Rating Scheme

Xeriscaping principles: Use of landscaping that requires little or no irrigation or maintenance





Sydney2030/Green/Global/Connected



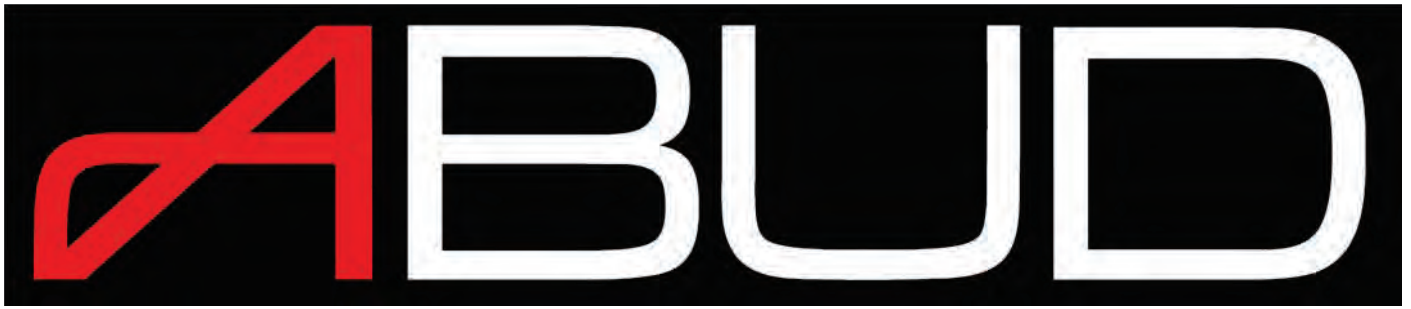
Help shape the future of Sydney.
Have your say at
SydneyYourSay.com.au

city of villages

Street Furniture Design and Placement Guidelines

Version 1.4 - October 2018 (DRAFT)





PN00130 – 80L BIN ENCLOSURE

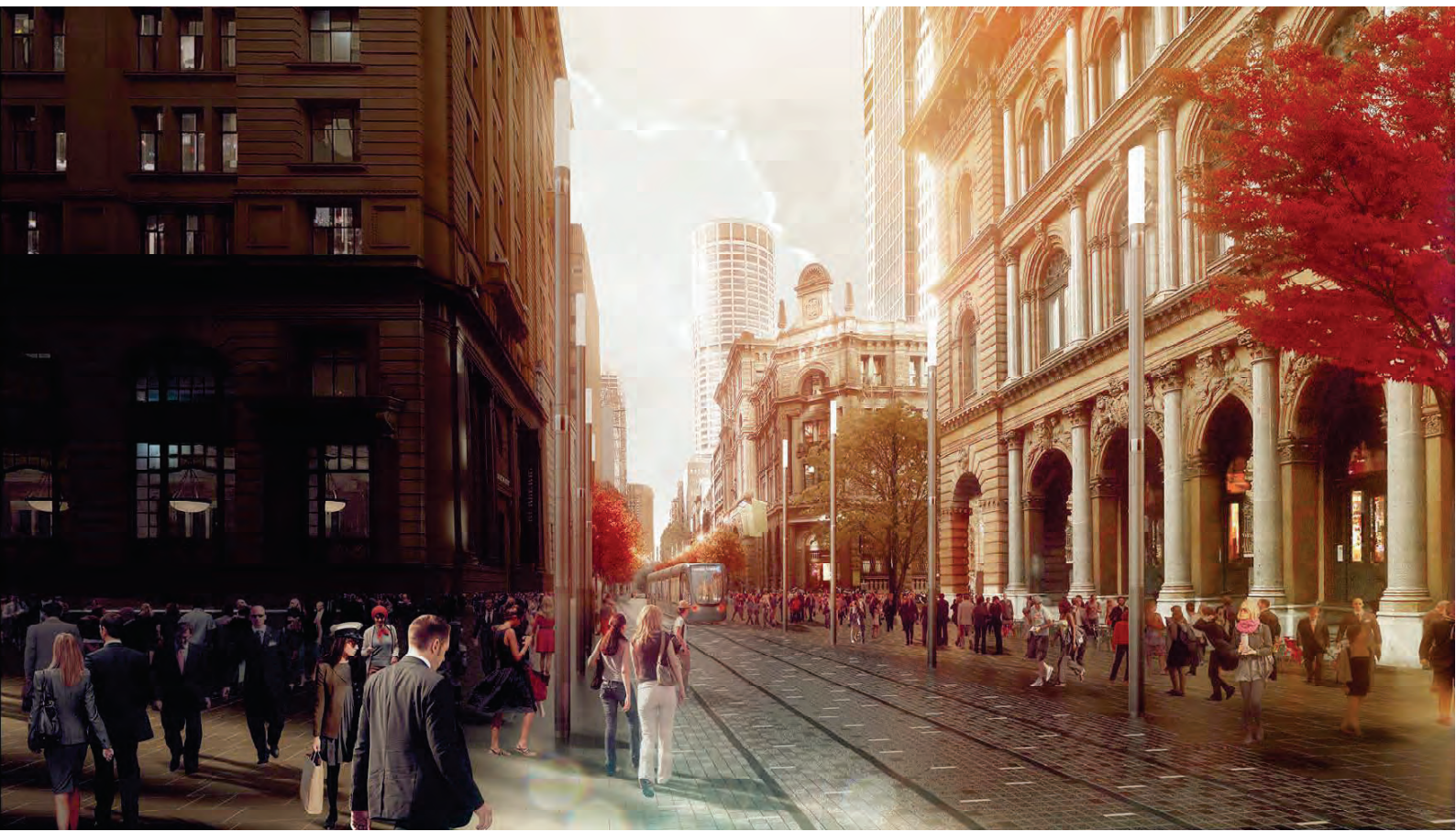
INSTALLATION AND MAINTENANCE INFORMATION

FOR



Maintenance information

Material	Maintenance procedure	Frequency
Polished 316 stainless steel		
Powder coated cast aluminium		
Bolts		
Hinge Hardware		





Schedule B4

Street Furniture Design Process

Schedule B6

Matrix of Street Furniture and Advertising Assets

This document is set out in **Exhibit 1**.

Schedule B7

CBD Zone and Villages Map

Schedule B8

Street Furniture Initial Deployment Milestones

1 Milestones

[illegible]

5 – Construction Close Out	

Liquidated Damages

Liquidated damages are payable by the Service Provider to the City for each item of Street Furniture described below (but not for any other Street Furniture) at the rate of \$250 per Business Day per item not installed within the 5 Business Days of the due date for installation up to a maximum of 20 Business Days per item. The due date for installation will be extended by the City, acting reasonably, for any delay caused by a Force Majeure Event provided that:

- (d) The Service Provider may not make a claim for a Force Majeure Event for any circumstance that occurred prior to 19 September 2022 other than a delay to the manufacture of kiosks due to the lockdown of the factory in south China contracted to manufacture the kiosks;

- (e) The Service Provider must issue a report to the City no later than 5pm on the first Business Day of the following week of the occurrence of any Force Majeure Event that impacts the due date for installation; and
- (f) If the Service Provider fails to issue a report to the City in respect of a Force Majeure Event in the week after it first arises, the Service Provider is not able to claim the circumstance as a Force Majeure Event for the purpose of the Street Furniture Agreement.

Bus Shelters		
Item	Tranche	Due date for installation
Bus shelters for which the Service Provider is responsible for removal of original shelter – 95%		30 September 2022
Bus shelters for which the Service Provider is responsible for removal of original shelter – 100%		31 October 2022
Shelters for which the City is responsible for removal of existing shelter		45 calendar days after site is handed over to Service Provider
Kiosks		
Item	Tranche	Due date for installation
Small Kiosks (10)	Batch 1 (3 kiosks)	15 November 2022
	Batch 2 (2 kiosks)	22 November 2022
	Batch 3 (3 kiosks)	29 November 2022
	Batch 4 (2 kiosks)	5 December 2022
Large Kiosks (8)	Batch 5 (3 kiosks)	29 December 2022
	Batch 6 (3 kiosks)	12 December 2022
	Batch 7 (2 kiosks)	28 December 2022
APT's		
All APT's		30 June 2023

2. Assumptions

The dates set out above are subject to adjustment in accordance with the Agreement.

Schedule B9

Street Furniture Supply Order

Street Furniture Supply Order

Date of Order: [insert]

Order number: [insert]

This is a Street Furniture Supply Order for the purposes of the Street Furniture and Outdoor Media Services Agreement dated [insert] (**Agreement**) between the Council of the City of Sydney (**City**) and [insert name] (**Service Provider**). Terms used in this Notice have the meaning provided by the Agreement.

The City requires the Street Provider to supply and install the following Street Furniture in accordance with the requirements of the Agreement and the dates and special instructions as specified below:

Description of Street Furniture item:	[insert]
Number of Street Furniture items:	[insert]
Specific Requirements for the Street Furniture item:	[insert]
Service Area(s) where the Street Furniture item will be installed:	[insert]
Date by which Installation Plan must be submitted:	[insert]
Date on which installation may commence:	
Date by which the Service Provider must complete installation and obtain an Acceptance Notice for the Street Furniture and associated Service Area (the Required Completion and Acceptance Date)	[insert]
Other requirements	[insert]

Signed for and on behalf of the City of Sydney by:

Name and position:

Signature:

Schedule B10

Street Furniture Operation Specifications**1 Emergency Response**

Emergency response activities include:

- (a) traffic and pedestrian management;
- (b) all communication with the City and relevant Government Agencies;
- (c) record keeping and reporting including a photo record;
- (d) all activities required to make the location safe for public access;
- (e) removal or concealment of offensive graffiti;
- (f) basic cleaning that may make the location available to access and operate;
- (g) isolation of electrical supply, water supply or communications where warranted or requested; and
- (h) supply and installation of signage with City approved content where a Street Furniture item is not functional.

2 Cleaning and Asset Inspection

Cleaning and asset inspection activities of Street Furniture includes:

- (a) cleaning external and internal surfaces of all Street Furniture, using cleaning products that conform to GECA 17-2007;
- (b) validation all utility services are functional;
- (c) checking the asset for defects, and reporting of any defects identified to the relevant party;
- (d) ensuring all security controls are in place and operable;
- (e) reporting any nearby City related matters including illegal dumps, weeds and overflowing litter bins; and
- (f) checking the any electrical elements including lighting, automated features and Smart City Modules are operating.

3 Routine Maintenance

The Service Provider shall ensure that all the Street Furniture are in good condition (Condition 2.5 or better) throughout the Term by completing routine maintenance. This includes ongoing responsibility for all utility services to the access point with the relevant utility provider. For avoidance of doubt this includes ensuring:

- (a) any private sewer reliably operates from the Street Furniture through to the Sydney Water main; and
- (b) any electrical supply from the Street Furniture through to the relevant utility access point.

The Service Provider must observe the following routine maintenance activities and associated procedures:

Activity	Maintenance procedure
Polish 316 stainless steel	The 316SS material can be detailed with any over the counter stainless steel cleaner. Be sure to use a soft cloth to apply the cleaner. If a scour pad is used be sure to follow the existing grain direction of the stainless steel as the scour pad will leave lines in the surface of the stainless steel
Detail Powder coated cast steel	The powder coated surface can be detailed with any detergent. Be sure to use a soft cloth or brush to apply the cleaner. Do not use any abrasive cleaning tools like scour pads or stiff brushes as they may damage the surface. Rinse with fresh water once finished cleaning. Should the powder coated surface become scratched "Tradesman's" touch up paint can be applied to the scratched area once following the directions on the can.
Stain Timber	The Blackbutt timber on the seat back and planks to be coated with Lanotec Timber Seal to suppliers specification (or other approved equivalent). To recoat the timber lightly sand all timber surfaces with 180 grit sand paper, clean and dry each surface then recoat lightly until surface is uniform in finish. Where timber is stained on site, provide and maintain notice to public that the asset cannot be used until the stain has completely dried.
Tighten Bolts	Tighten hold down bolts to snug plus ¼ turn if bolts have become loose.
Service Hinge	Check nylon bushes on each of the door hinges for wear. If nylon hinges are over worn replace with new bushes.

4 Reactive Maintenance

The reactive maintenance of the Street Furniture includes:

- (a) initial inspection of Street Furniture, scoping of maintenance activities required;
- (b) any associated traffic and pedestrian management services;
- (c) all communication with the City and relevant Government Agencies;
- (d) record keeping and reporting including a photo record;
- (e) all activities required to make the location safe for public access;
- (f) removal of graffiti, including acid etching, glass scratching, paint and stickers;
- (g) basic cleaning that may make the location available to access and operate;
- (h) isolation of electrical supply, water supply or communications where warranted or requested;
- (i) supply and installation of signage with City approved contact where a Street Furniture item is not functional;
- (j) repair of all damaged or non-functional Street Furniture items excluding any damage to the internal area of toilets and kiosks; and
- (k) reporting any nearby City related matters including illegal dumps, weeds and overflowing litter bins.

5 Availability

The Service Provider must use all reasonable endeavours to ensure the Street Furniture is always functional. A record shall be kept by the Service Provider for all instances where a Street Furniture item is not functional. The Service Provider shall record any instance where a Street Furniture item is not functional as a "Permitted Outage" or as required by the Service Levels.

6 Customer Management

The Service Provider must keep a record of all instances where a member of the public reports a matter relating to the Street Furniture and or the Services to:

- (a) the City, in which case the City will automatically issue the report to the Service Provider for action; or
- (b) the Service Provider, in which case the Service Provider must as soon as possible notify the City of the matter.

The matter raised shall be categorised as either:

- (c) a complaint regarding the Services;
- (d) a request for a change to an Street Furniture item;
- (e) an emergency;
- (f) a cleaning request;
- (g) a reactive maintenance request; or
- (h) miscellaneous.

All customer management and communications shall be completed in keeping with the customer service standards set by the City.

The Service Provider shall ensure it is available to receive communications at its offices on all Business Days from 8am to 6pm. A record shall be kept by the Service Provider of any instance where this availability it not maintained.

Outside the hours of 8am to 6pm on Business Days, the Service Provider shall maintain an emergency response service. The Service Provider must establish and maintain an emergency response team to respond to all customer matters where required to meet set Service Levels.

7 Special Events Services

The City hosts special events throughout the year. Special events may occur on an adhoc basis or be regular events such as Anzac Day, Australia Day, Vivid, Mardi Gras, Chinese New Year and the City to Surf. These special events will affect the Service Provider's ability to undertake the Street Furniture Services and may also block or obscure Advertising visibility.

At least ten (10) Business Days prior to a special event, the City will notify the Service Provider of the date, time, location and duration of the relevant special event. The Service Provider shall work collaboratively with the City to ensure the Street Furniture Services continue to be performed by it catering to the constraints and additional needs of the relevant special event. The City may request that Street Furniture Services be undertaken by the Service Provider to a different or more onerous frequency to cater for these special events and the Service Provider will comply with any such reasonable request.

8 Works by others

Street Furniture may be affected by works by others, including property development works, maintenance of infrastructure and emergency response. These works may affect the Service Provider's ability to undertake the Street Furniture Services and may also block or obscure Advertising visibility.

The Service Provider shall take reasonable measures so that it may continue to provide the Street Furniture Services having regard to any such works undertaken and without disrupting any such works.

Schedule B11

Street Furniture Rates and Fees**1 Meaning of Terms**

In this Schedule the terms defined in clause 1 of the Agreement will have the meaning provided by the Agreement and the following additional terms will have the meanings provided below:

Actual Cost means in relation to a Chargeable Item:

- (a) all costs and expenses incurred by or on behalf of the Service Provider in connection with supplying the Chargeable Item, including all amounts payable to subcontractors and includes in relation to Street Furniture items:
 - (i) the actual purchase price paid by the Service Provider to the manufacturer of the item;
 - (ii) the actual cost of all materials used to install an item;
 - (iii) cost of freight and delivery;
 - (iv) the cost of the labour used to install the relevant item; and
 - (v) the cost of connection to utilities/services.
- (b) but does not include the cost of:
 - (i) any costs associated with the rectification of defects or any work which does not comply with the Agreement;
 - (ii) payments made by the Contractor in respect of failing to perform its obligations under this Agreement or any other contract it enters into in respect of the subject matter of this Agreement;
 - (iii) any amounts already accounted or assessed under a separate cost or charge category; and
 - (iv) any amounts for Profit and Overhead.

Agreed Price means in respect of a Chargeable Item, the price or applicable rates (such as hourly rates) for that Chargeable Item as determined by the Parties pursuant to clause 3.

Chargeable Item means a deliverable or service as described in clause 4 of this Schedule and any other deliverable or service supplied by the Service Provider for which the Agreement requires the City to pay the Service Provider a fee.

Cost Plus means in relation to a Chargeable Item:

- (a) the Actual Cost for that Chargeable Item; plus
- (b) the Margin.

Margin means [REDACTED]

Profit and Overhead means the cost of:

- (a) initial capital investment in plant and equipment;
- (b) establishing and maintaining office facilities;
- (c) establishing and maintaining workshops
- (d) purchasing, leasing, hiring or operating tools and vehicles;

- (e) community liaison activities;
- (f) overall management;
- (g) provision of the Performance Bond and arranging and maintaining insurances;
- (h) quality assurance management and construction verification, testing and commissioning;
- (i) monitoring and protecting the environment;
- (j) programming and monitoring of progress;
- (k) mobilisation and demobilisation of general plant, equipment, personnel and establishment of site facilities;
- (l) reporting to the City and attendance at meetings with the City;
- (m) engineering, design or legal fees;
- (n) the cost of obtaining Authorisations;
- (o) IT costs;
- (p) provision of requirements in respect of safety, traffic control, site security and other risks and obligations not included elsewhere; and
- (q) general contingencies for risks required to be carried by the Service Provider, and not otherwise included elsewhere.

2 Prices pending determination of Agreed Prices

Until such time that that the Parties have determined an Agreed Price for a Chargeable Item, the price payable by the City to the Service Provider for that Chargeable Item will be Cost Plus.

3 Determination of Agreed Prices

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:

- (a) The Service Provider will calculate the Actual Cost to supply the Chargeable Item (**Calculations**);
- (b) The Service Provider will prepare or assemble all the evidence on which it relies to substantiate its calculation of the Actual Cost (**Evidence**);
- (c) The Service Provider will provide the City with a report for the relevant Chargeable Item (**Report**):
 - (i) which provides full details of its Calculations;
 - (ii) describes each element of the Actual Costs;
 - (iii) sets out the Evidence upon which it relies;
 - (iv) sets out its calculation of the Margin; and
 - (v) sets out its proposed Agreed Price for the a Chargeable Item.
- (d) The City will then consider the Report provided by the Service Provider and the parties will then work co-operatively to analyse the information provided by the Service

Provider and information on comparable costs provided by the City and seek to agree upon an Agreed Price for the relevant a Chargeable Item.

- (e) The Service Provider must provide the City with any further information reasonably requested by the City to assess and verify the Agreed Price proposed by the Service Provider and agrees that the City may examine and consider all information provided by the Service Provider (including the Report) on an "open book basis".
- (f) If the Parties are able to reach agreement on the price for a particular a Chargeable Item, the price agreed between them will be the Agreed Price for that a Chargeable Item.
- (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.

4 Agreed Prices

- (a) Attachment 1 to Schedule B11 sets out the Agreed Prices for the Chargeable Items listed in that Attachment (**Agreed Prices Attachment**). The Agreed Prices Attachment is deemed to form part of Schedule B11.
- (b) From time to time the Parties may agree to change any of the Agreed Prices set out in the Agreed Prices Attachment or agree to specify Agreed Prices for additional Chargeable Items in the Agreed Prices Attachment. In that case the Parties may vary the Agreed Prices Attachment by preparing an amended copy which the parties will then formally adopt by executing a variation agreement to replace the existing copy of the Agreed Prices Attachment with the updated and agreed copy of the Agreed Prices Attachment.

5 Table of Chargeable Items

Item, service or name of fee	Clause of the Agreement	Scope of fee	Reference Date (clause 22.2 of the Agreement)
Street Furniture Supply Fee	65.1	Price payable for the supply and installation of each type of Street Furniture	The date on which the City issues an Acceptance Notice for that item of Street Furniture
Street Furniture Management Fee	65.1	Monthly fee payable for cleaning, repairing and maintaining each type of Street Furniture	The first day of the month following the month in which the Service Provider provided the services for the relevant item.
Transition-Out Services – spare parts	Part (f) of definition of Transition-Out Services	Price for spare parts delivered as part of Transition Out	The first day of the month following the month in which the spare parts are delivered
Transition-Out Services	36.5(e)	Price payable for the provision of the Services during Transition-Out Period	The first day of the month following the month in which the services is provided
Restoration and make good of Service Areas following removal of JCDecaux Assets	47.3(e)	Rates applicable to restoration and make good works in a Service Area following removal of JCDecaux Assets	The first day of the month following the month in which the service is provided
Removal or rectification of Other City Owned Assets	47.4(a)	Rates applicable to removal or rectification of Other City Owned Assets	The first day of the month following the month in which the service is provided
Relocation of Street Furniture	64.1	Price payable for the relocation of each type of Street Furniture	The first day of the month following the month in which the service is provided
Removal of Street Furniture	64.2	Price payable for the removal of each type of Street Furniture	The first day of the month following the month in which the service is provided

To the extent that the Agreement permits the Service Provider to charge the City any other fee which is not specified above and not quantified, the Agreed Fee for that be calculated in accordance with clause 3 above.

Attachment 1 to Schedule B11
Agreed Prices Attachment

QMS & CoS Street Furniture Rates and Fees Schedule							
10-Nov-23							
All pricing excludes GST							
CPI 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	Day Rate	
				CoS Civil Works and Installation Price Per Unit (AUD)	CoS Civil Works and Installation Price Per Unit (AUD)	Reinstatement (new) special paver (18%)	Reinstatement (new) Concrete/Asphalt/Brick (18%)
Small Shelter – Non Walk Through - Non Ad	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Small Shelter	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Standard Shelter	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Large Shelter - 5 Bay	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Special Large Shelter - 6 Bay	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Small Standard Kiosk - Structure	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Small Standard Kiosk - Internal Cabinetry	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Large Round Kiosk - Structure	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Large Round Kiosk - Internal Cabinetry	65.1	Price payable for the supply and installation of each type of Street Furniture.					
APT - Single	65.1	Price payable for the supply and installation of each type of Street Furniture.					
APT - Single - Green Roof	65.1	Price payable for the supply and installation of each type of Street Furniture.					
APT - Double	65.1	Price payable for the supply and installation of each type of Street Furniture.					
APT - Double - Green Roof	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Communications Pylon	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Seat (Stainless Steel) - Direct Drilling	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Seat (Stainless Steel) - Footing (QMS footing Dwg# 20185 -S- S101	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Seat (Stainless Steel) - Footing (CoS footing Dwg# 4.2.2)	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Seat (Powder Coated) - Direct Drilling	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Seat (Powder Coated) - Footing Footing (QMS footing Dwg# 20185 -S- S101	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Seat (Powder Coated) - Footing (CoS footing Dwg# 4.2.2)	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Bin (120L) - Footing (Direct Drilling)	65.1	Price payable for the supply and installation of each type of Street Furniture.					
Bin (120L) - Footing (CoS footing Dwg# 4.3.2)	65.1	Price payable for the supply and installation of each type of Street Furniture.					

Street Furniture Management fee	Clause of the Agreement	Scope of fee	QMS Montly 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	

Transition out services - Spare parts	Clause of the Agreement	Scope of fee	Removal
<p>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:</p> <ul style="list-style-type: none"> - 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	

Transition out services	Clause of the Agreement	Scope of fee	Removal
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	

Restoration and make good of Service Areas following removal of JCDecaux assets	Clause of the Agreement	Scope of fee	Removal
N/A	47.3 (e)	N/A	N/A

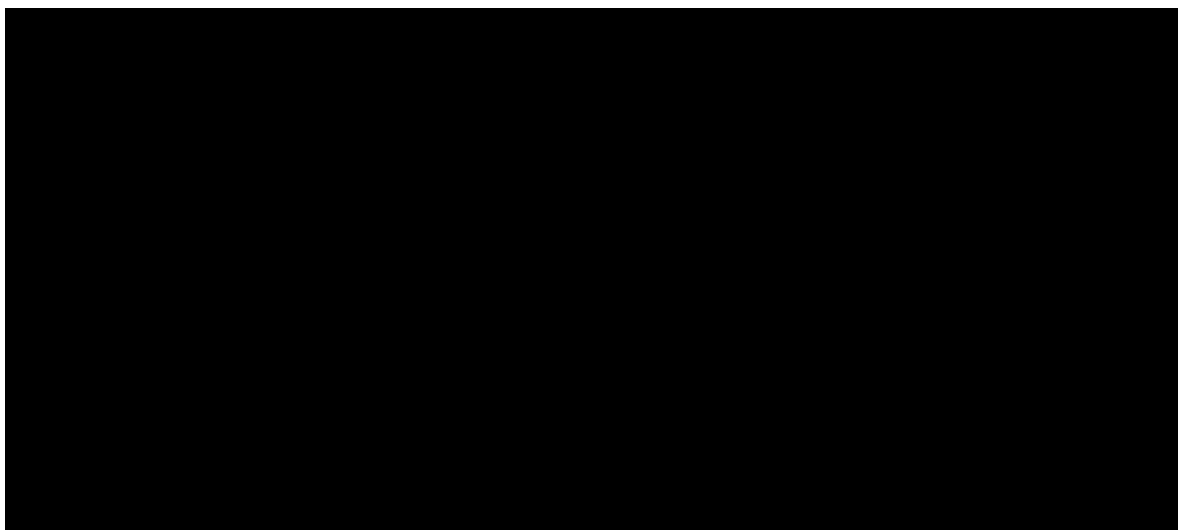
Relocation of Street Furniture	Clause of the Agreement	Scope of fee	Relocation			Reinstatement (existing and new) Concrete/Asphalt/Brick (18%)	Reinstatement (existing and new) Unmade (18%)
			Removal	Installation	Reinstatement (existing and new) special paver (18%)		
Seat (Stainless Steel) - Direct Drilling	64.1	Price payable for the relocation of each type of Street Furniture.					
Seat (Stainless Steel) - Footing (QMS footing Dwg# 20185 -S- S101	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 (QMS footing Dwg# 20185 -S- S101	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 - 5 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 power (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 -S- S101	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 -S- 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 Ad	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 Bollard	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						
Bus shelters	66.2	(\$49,438,039/120) x months remaining in Initial Term as at date of termination of Agreement				
Advertising bollards and Communications pylons	66.2	(\$8,043,533/120) x months remaining in Initial Term as at date of termination of Agreement				
Bins and seats	66.2	(\$8,266,636/60) x months remaining in first five years of Initial Term				
Kiosks	66.2	(\$6,934,240/120) x months remaining in Initial Term as at date of termination of Agreement				
Written down value of Street Furniture - assets installed after 21 December 2023			Purchase price of Street Furniture			
All assets	66.2	(asset supply and installation cost/months remaining in Initial Term from date of installation of asset) x months remaining in Initial Term as at date of termination of Agreement				
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				

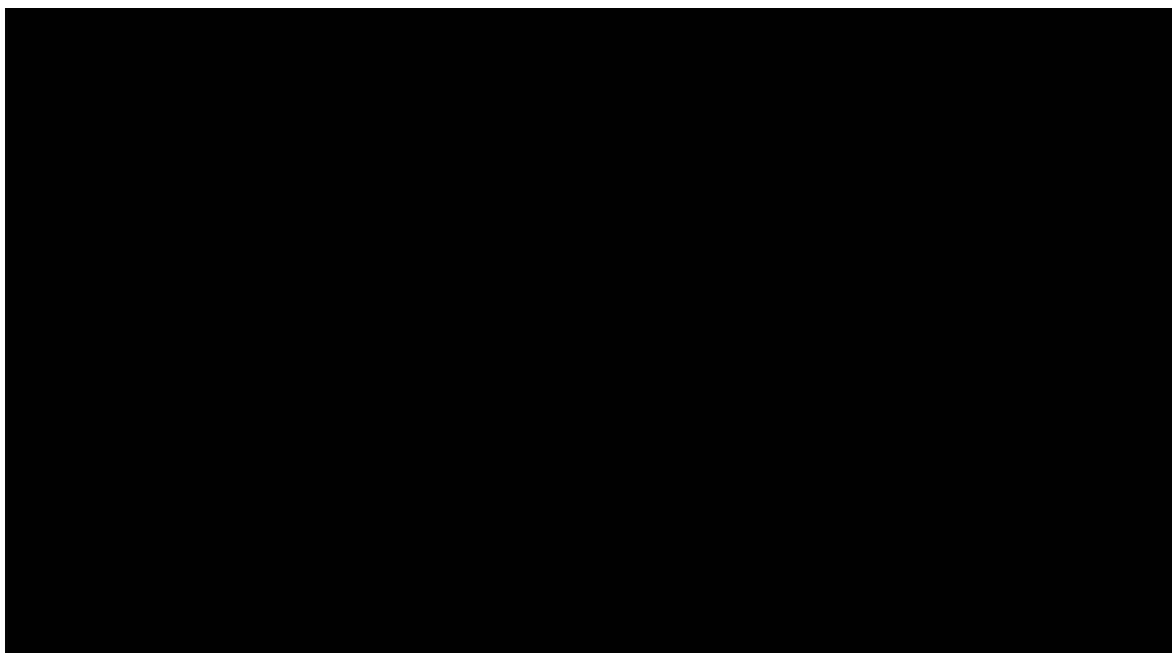
Schedule B12

Street Furniture Service Levels

1 Emergency Response Availability Service Levels

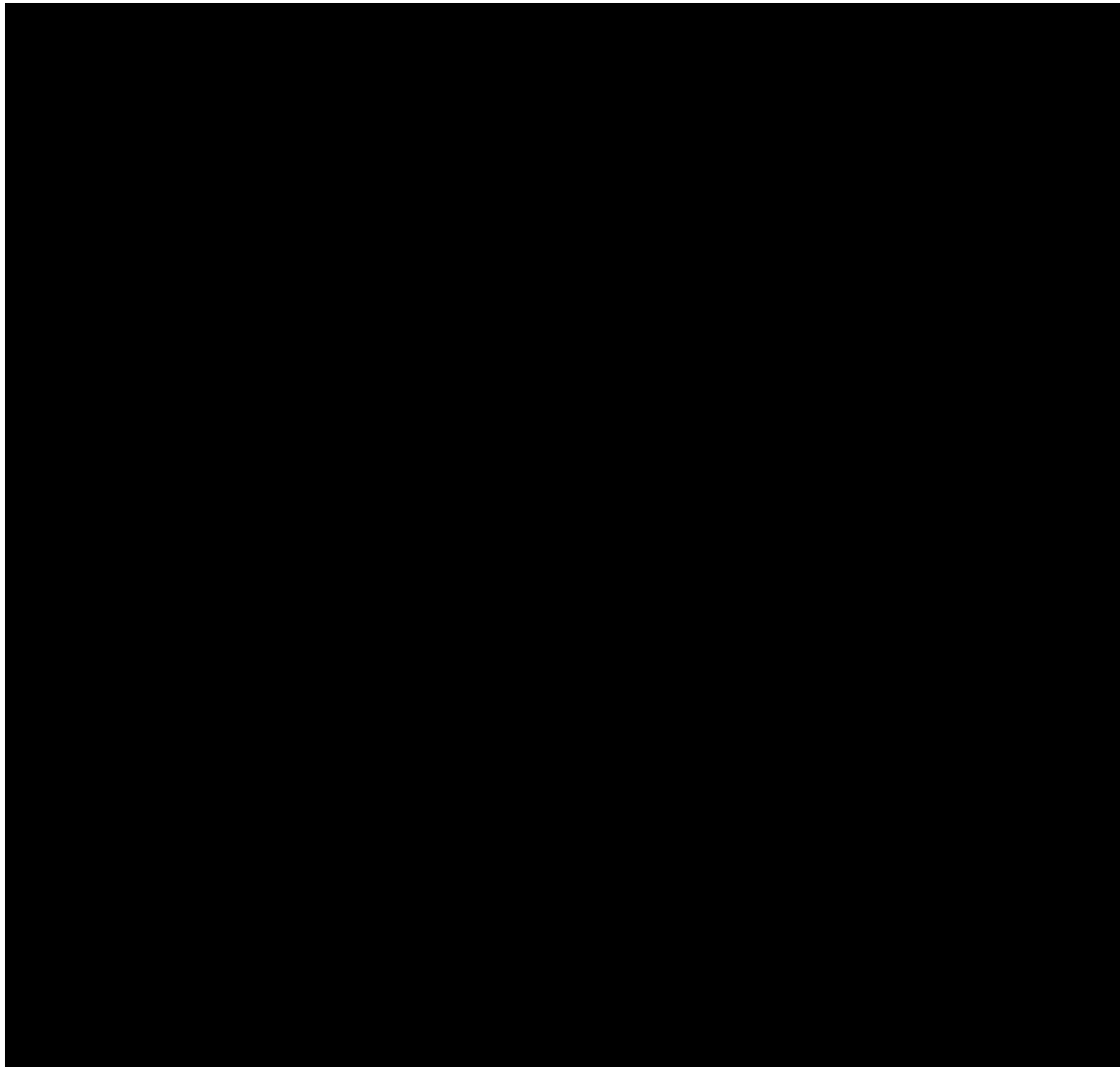


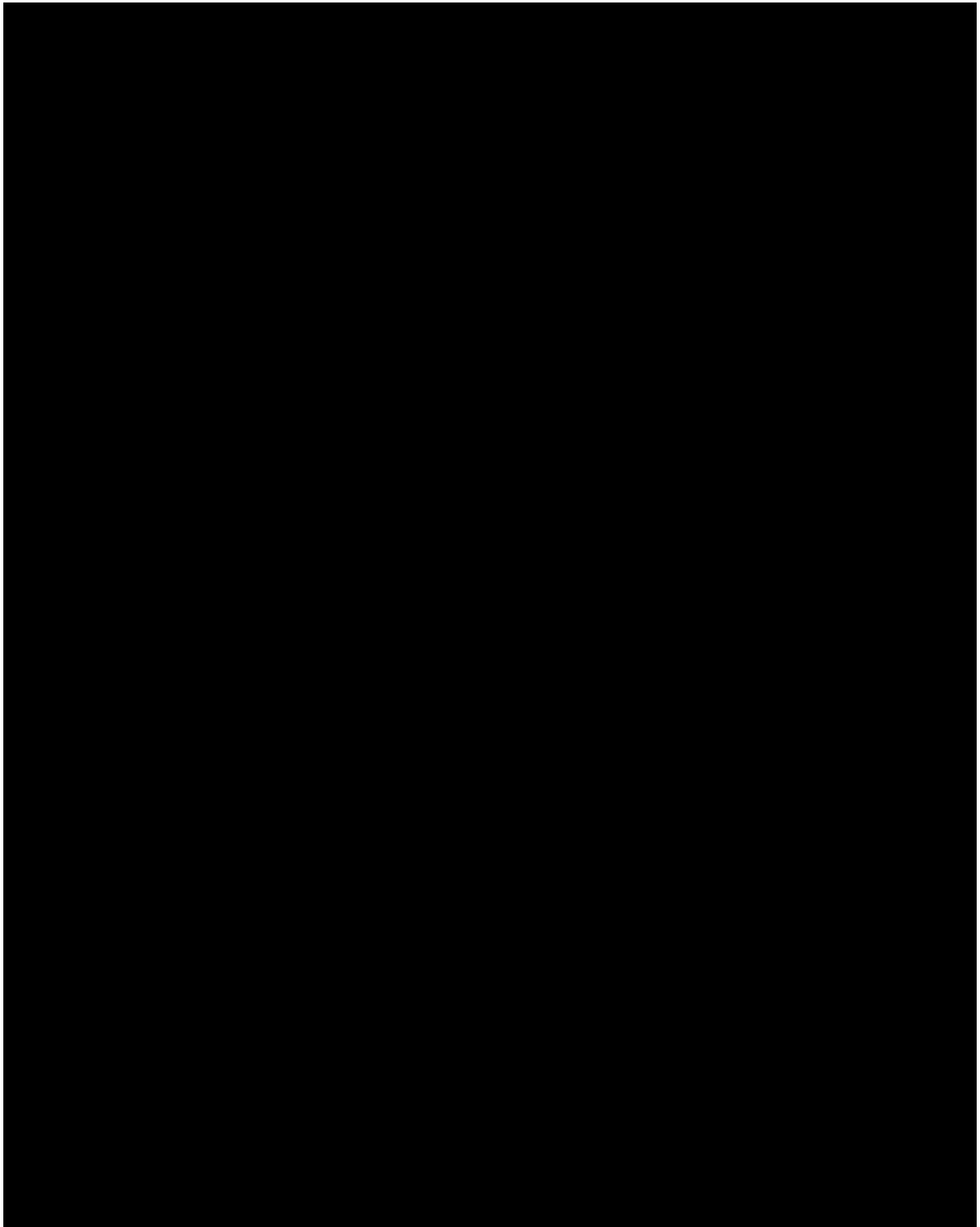
2 Cleaning and Asset Inspection Service Levels



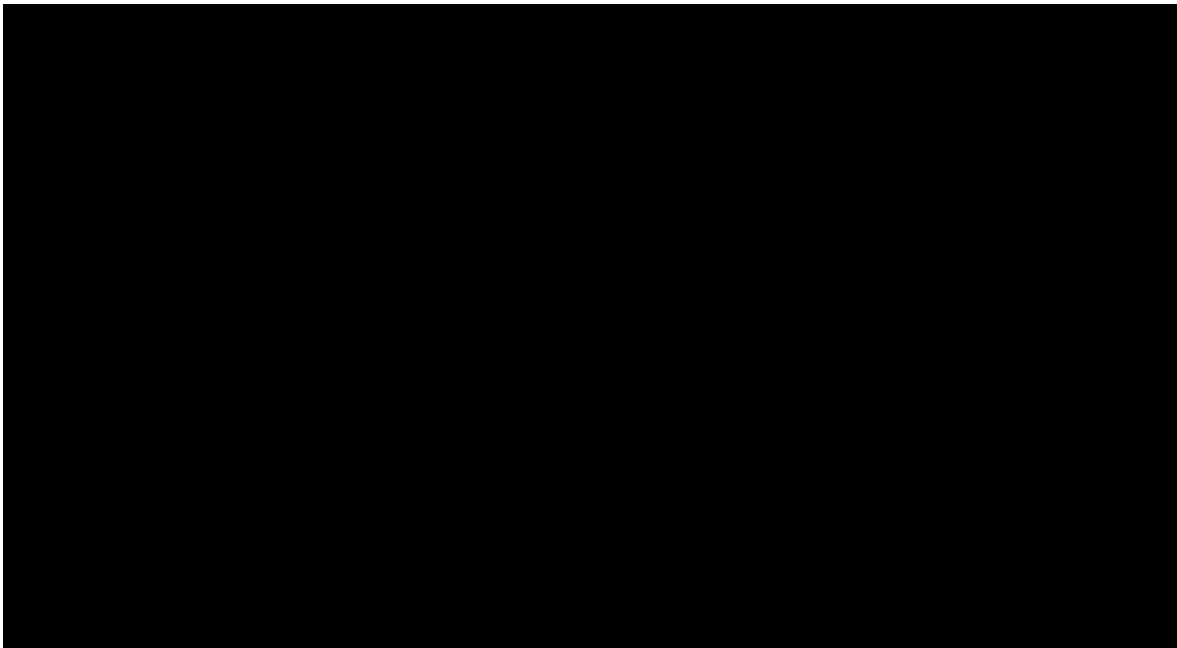
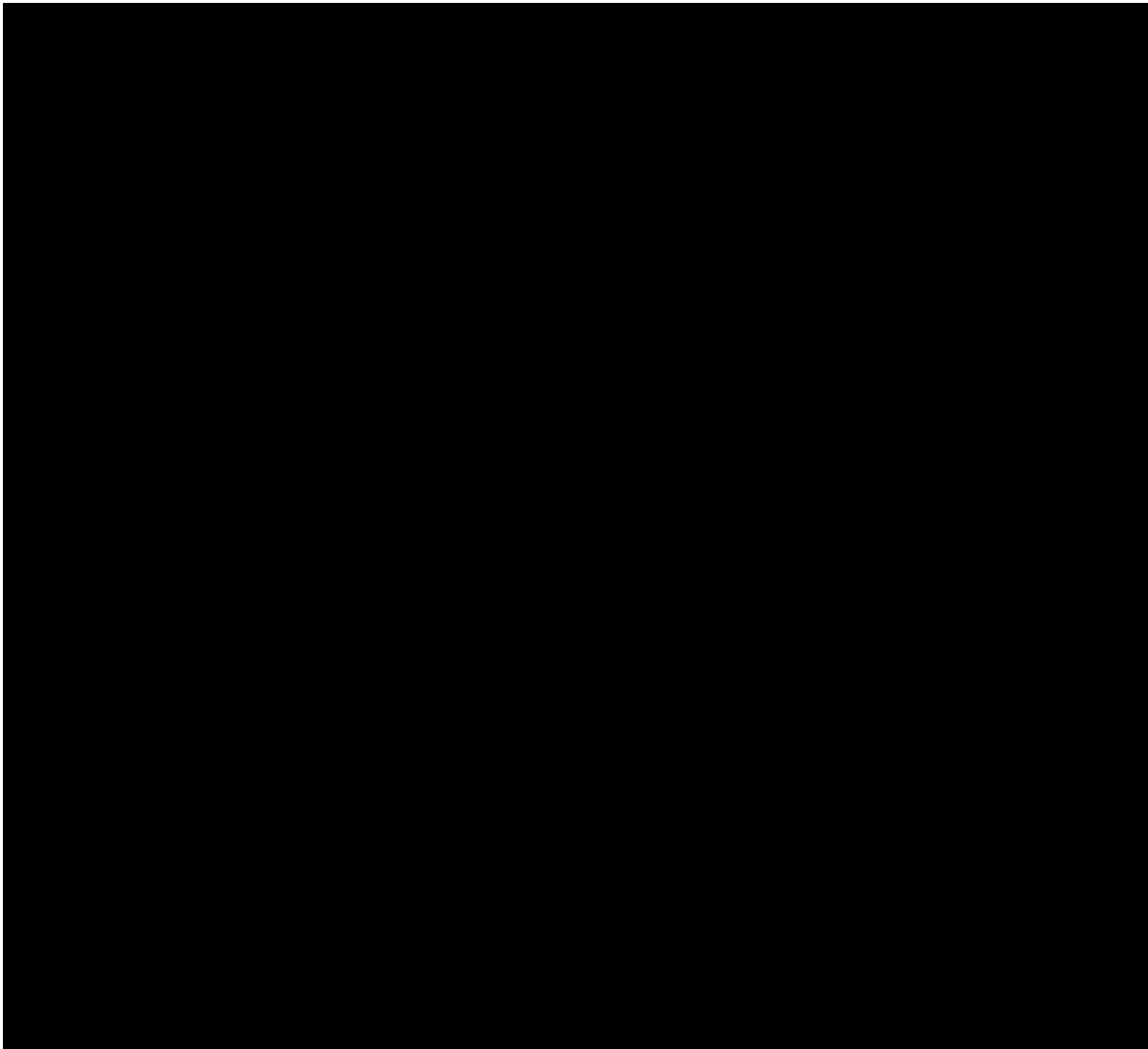


3 Routine Maintenance Service Levels



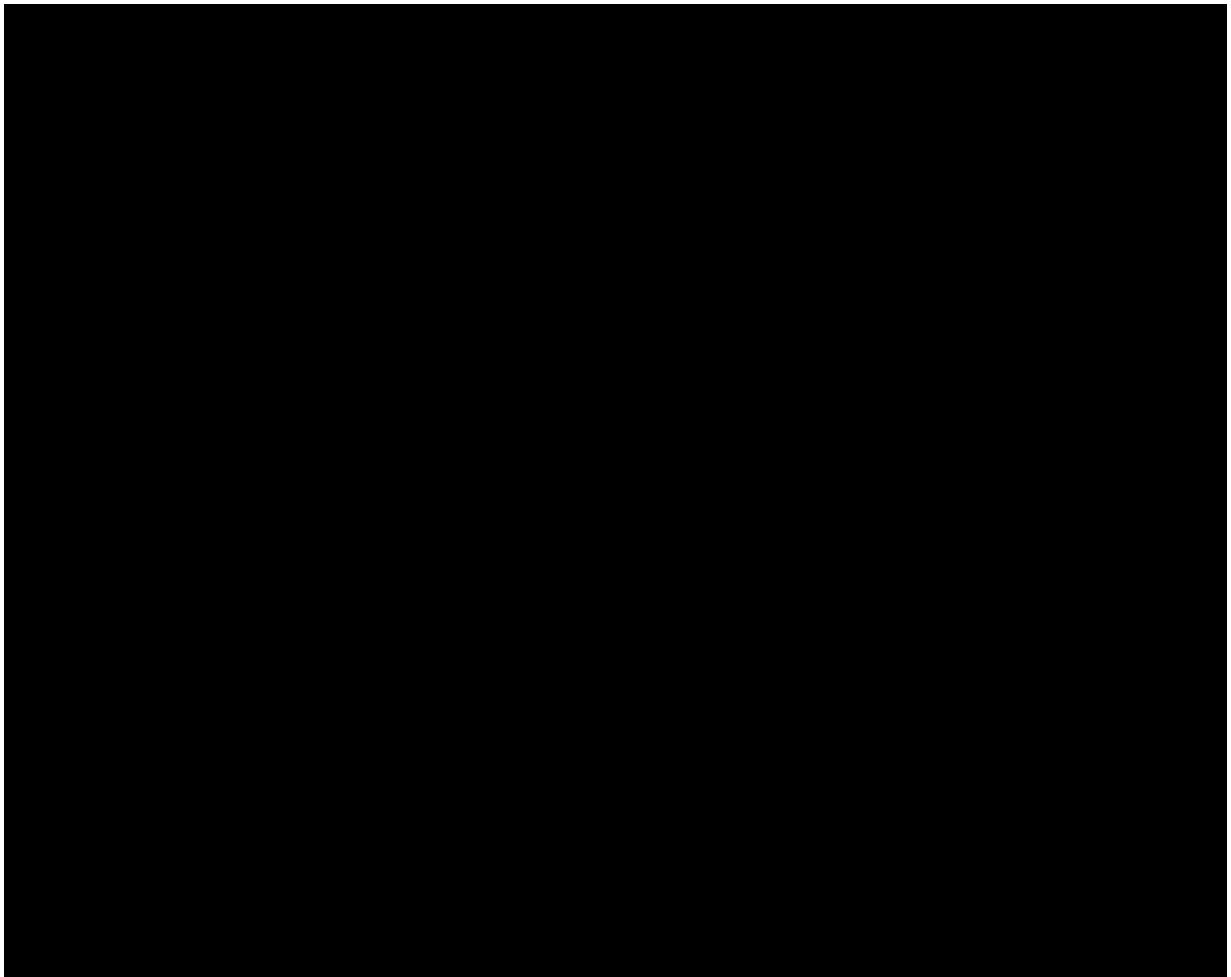


4 Reactive Maintenance Services Levels



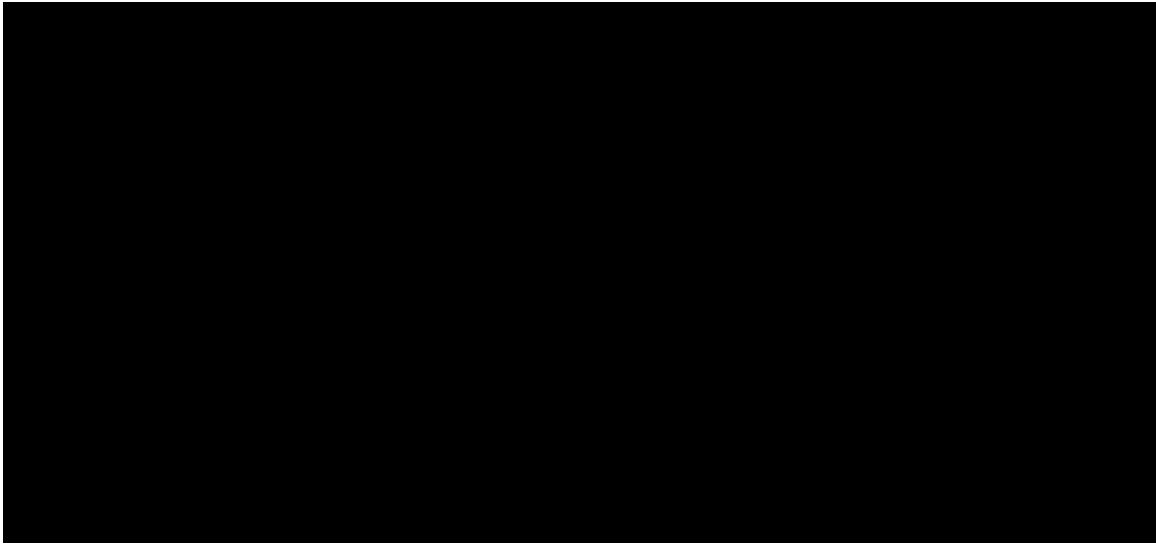


5 Availability Service Level



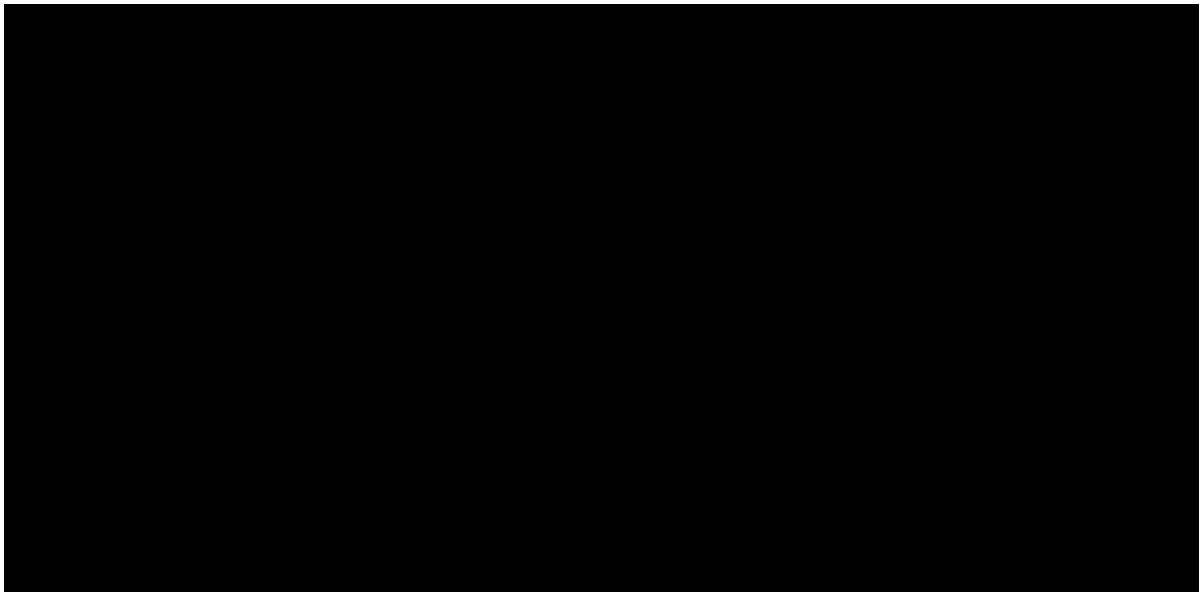
6 Customer Management Service Levels

The following Service Level Measurements apply:



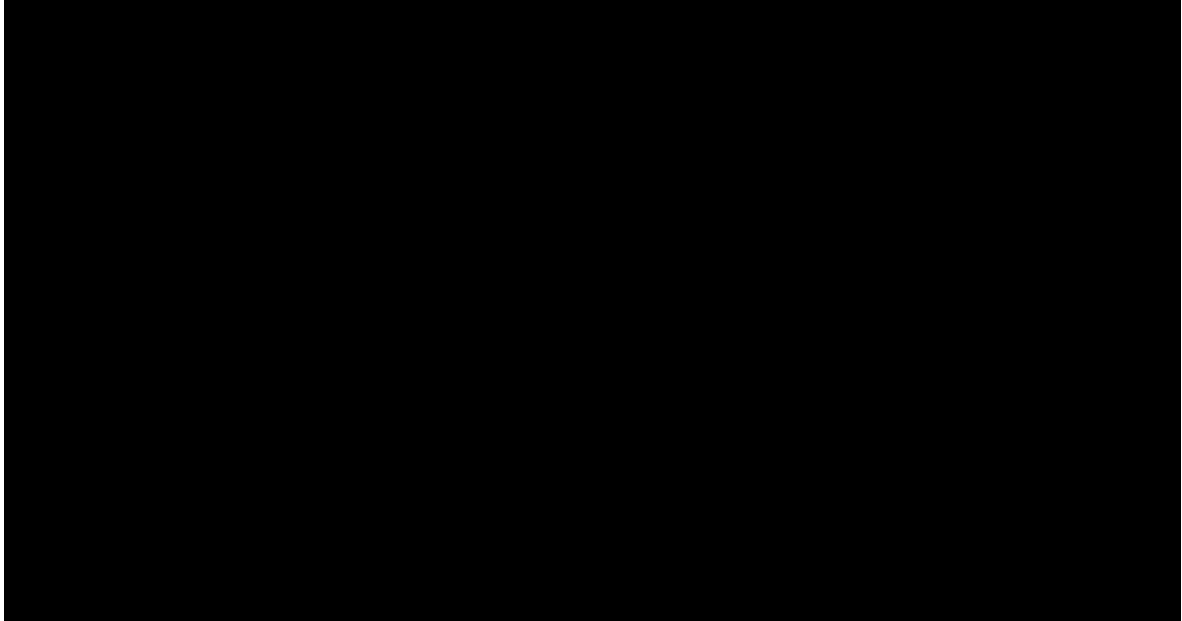
7 Management of Personnel and Training Service Levels

The following Service Level Measurements apply:



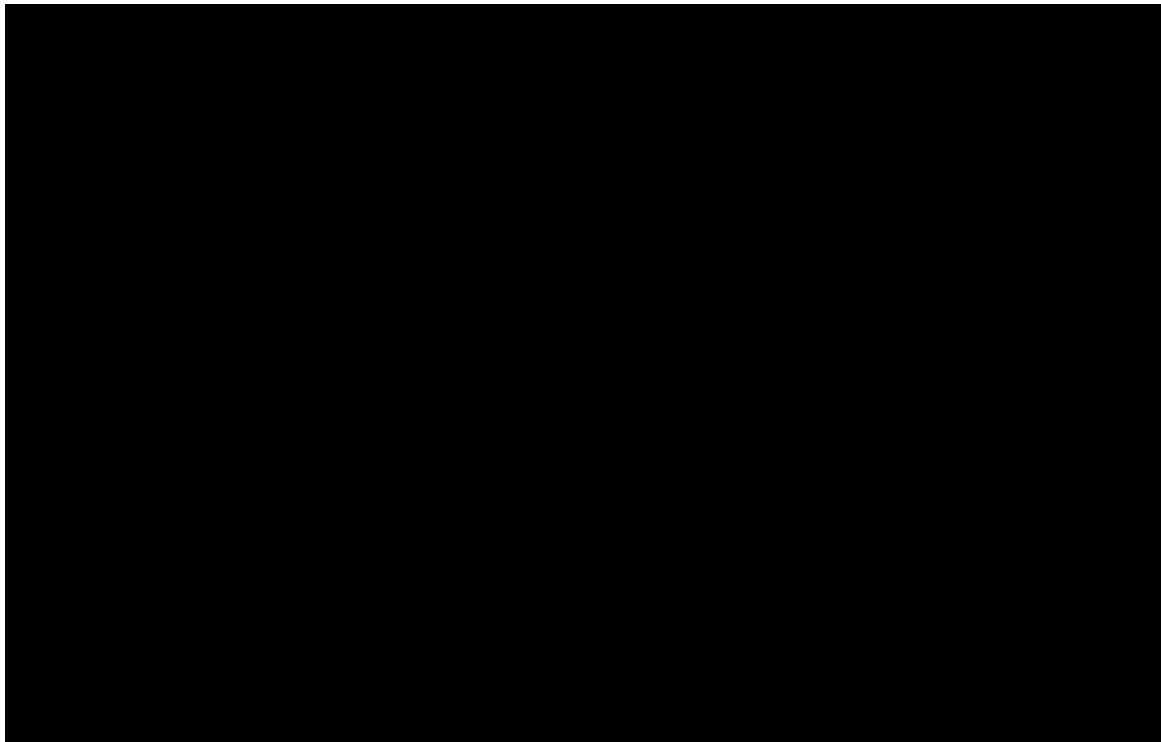
8 Risk and Incident Management Service Levels

The following Service Level Measurements apply:



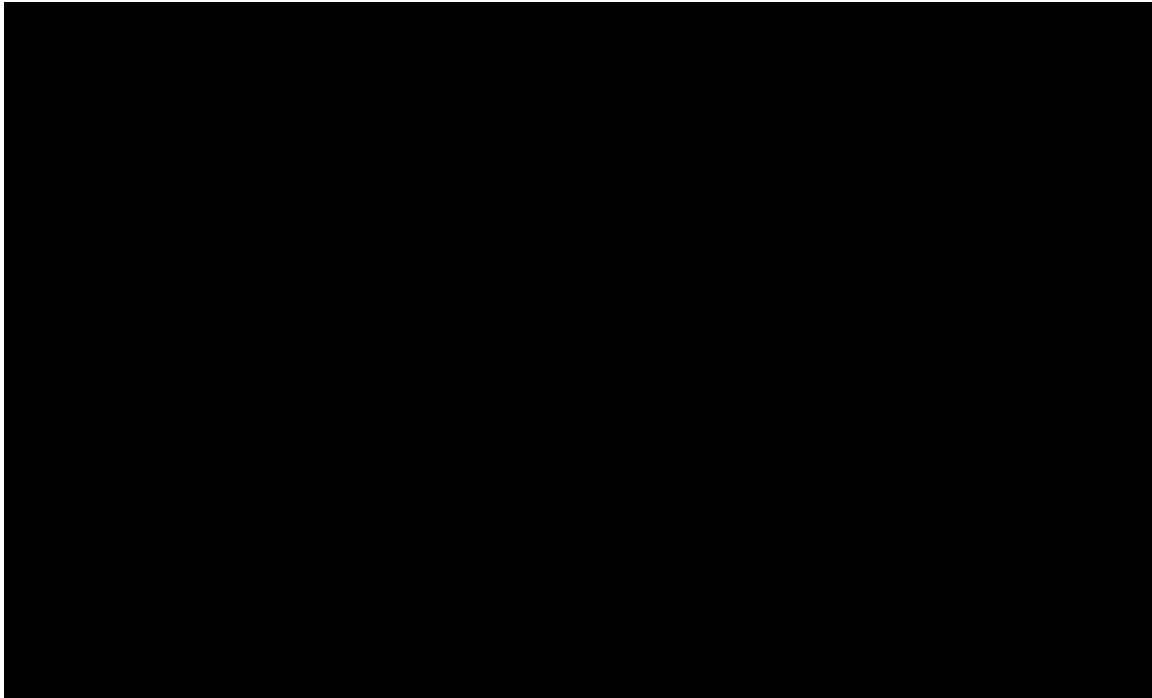
9 Plant, Vehicles and Equipment Service Levels

The following Service Level Measurements apply:



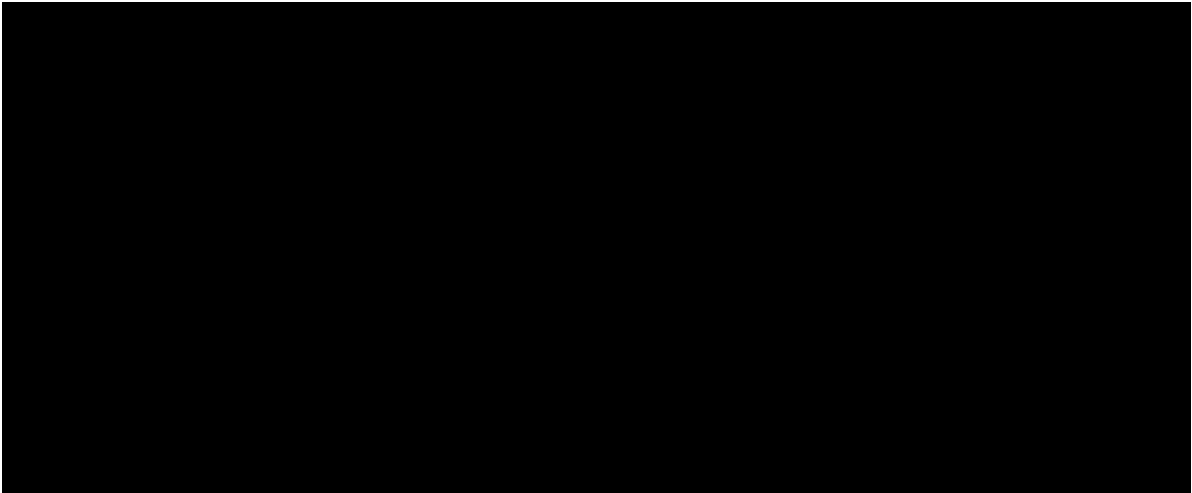
10 Process and Systems Service Levels

The following Service Level Measurements apply:



11 Meeting and Reporting Service Levels

The following Service Level Measurements apply:





Schedule B13

Community Displays

Schedule B14

City Reserved Advertising Displays

The location of the City Reserved Advertising Displays can be changed by agreement between the City and the Service Provider at a frequency to be agreed between the parties, but initially set at once every 12 months. Either party may propose the location change, noting that such a request is subject to the following terms:

- (a) each party must act reasonably and promptly in considering the request to change the location of the City Reserved Advertising Displays;
- (b) the locations must be no less favourable to the City than the locations listed in Schedule B14; and
- (c) the distribution of side A displays (10) and side B displays (10) must remain the same.

Variation and Settlement Agreement Annexure B ~ Schedule B14 City Reserved Advertising Displays

QMS Site ID	City Quadrant	Suburb	Postcode	Village	Short Address	Main Street	Latitude	Longitude	Asset Type	Format	Network	A or B
B3101AS	South	Alexandria	2015						Bus Shelter	Static	Static Network D2 - Non Compliant	A
B3276BS	South	Alexandria	2015						Bus Shelter	Static	Static Network D2 - Non Compliant	B
B3099BS	South	Alexandria	2015						Bus Shelter	Static	Static Network D2 - Non Compliant	B
B3253BS	South	Alexandria	2015						Bus Shelter	Static	Static Network D2 - Non Compliant	B
B3128BS	West	Camperdown	2050						Bus Shelter	Static	Static Network D2 - Non Compliant	B
B3360AS	East	Darlinghurst	2010						Bus Shelter	Static	Static Network D2 - Non Compliant	A
B1122BS	East	Darlinghurst	2010						Bus Shelter	Static	Static Network D2 - Non Compliant	B
B1216AS	West	Darlington	2008						Bus Shelter	Static	Static Network D2 - Non Compliant	A
B3151BS	South	Moore Park	2021						Bus Shelter	Static	Static Network D2 - Non Compliant	B
B3069AS	East	Paddington	2021						Bus Shelter	Static	Static Network D2 - Non Compliant	A
B1107AS	East	Potts Point	2011						Bus Shelter	Static	Static Network D2 - Non Compliant	A
B3015BS	East	Potts Point	2011						Bus Shelter	Static	Static Network D2 - Non Compliant	B
B1079AS	West	Pymont	2009						Bus Shelter	Static	Static Network D2 - Non Compliant	A
B3358BS	South	Redfern	2016						Bus Shelter	Static	Static Network D2 - Non Compliant	B
B3173AS	South	Redfern	2016						Bus Shelter	Static	Static Network D2 - Non Compliant	A
B3306BS	South	Rosebery	2018						Bus Shelter	Static	Static Network D2 - Non Compliant	B
B3307AS	South	Rosebery	2018						Bus Shelter	Static	Static Network D2 - Non Compliant	A
B3219AS	East	Surry Hills	2010						Bus Shelter	Static	Static Network D2 - Non Compliant	A
B1186AS	South	Waterloo	2017						Bus Shelter	Static	Static Network D2 - Non Compliant	A
B3361BS	East	Woolloomooloo	2011						Bus Shelter	Static	Static Network D2 - Non Compliant	B

Schedule B15

QMS Reserved Advertising Displays

Variation and Settlement Agreement Annexure B ~ Schedule B15 QMS Reserved Advertising Displays

B1002AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1002BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1002CD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1002DD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1008AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1008BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1008CD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1008DD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1012AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1012BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1012CD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1012DD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1017AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1017BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1026AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1026BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1027AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1027BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1028AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1028BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1034AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1034BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1038AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1038BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1051AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1051BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1052AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1052BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1057AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1057BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1149AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1149BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1149CD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1149DD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1169AD	Camperdown	2050	King Street			Bus Shelter	Digital
B1169BD	Camperdown	2050	King Street			Bus Shelter	Digital
B1170AD	Camperdown	2050	King Street			Bus Shelter	Digital
B1170BD	Camperdown	2050	King Street			Bus Shelter	Digital
B1215AD	Camperdown	2050	King Street			Bus Shelter	Digital
B1215BD	Camperdown	2050	King Street			Bus Shelter	Digital
B3064AD	Darlinghurst	2010	Oxford Street			Bus Shelter	Digital
B3064BD	Darlinghurst	2010	Oxford Street			Bus Shelter	Digital
B3066AD	Darlinghurst	2010	Oxford Street			Bus Shelter	Digital
B3066BD	Darlinghurst	2010	Oxford Street			Bus Shelter	Digital
B3067AD	Darlinghurst	2010	Oxford Street			Bus Shelter	Digital
B3067BD	Darlinghurst	2010	Oxford Street			Bus Shelter	Digital

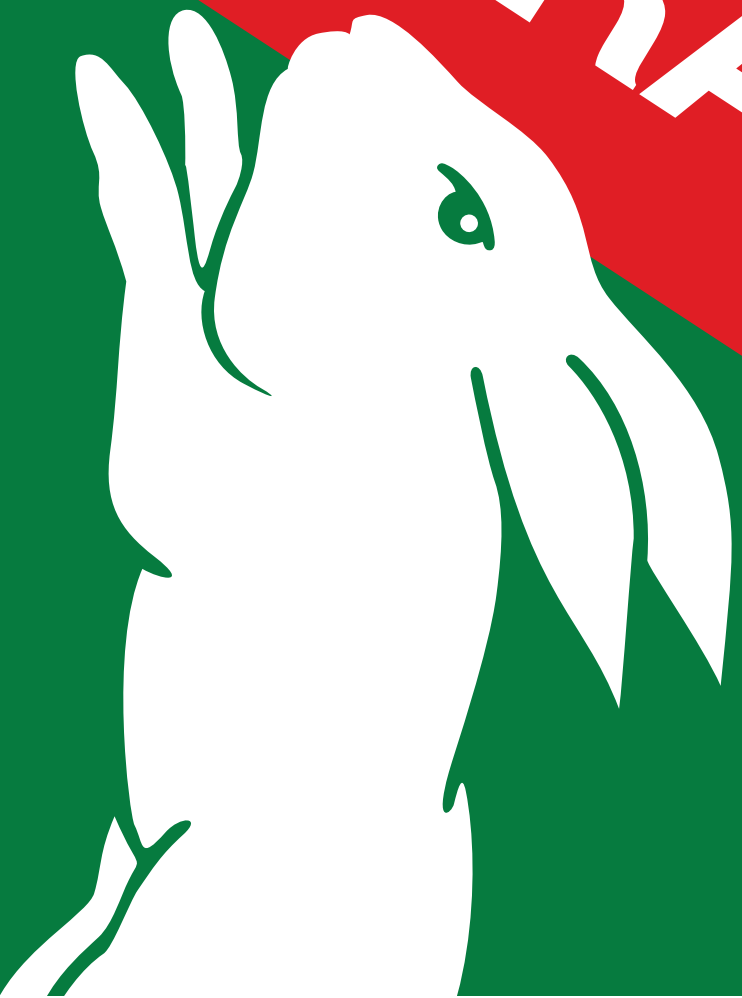
B3500CD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3500DD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3501AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3501BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3502AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3502BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3600AD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3600BD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3600CD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3600DD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3601AD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3601BD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3601CD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3601DD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3602AD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3602BD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3603AD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3603BD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3603CD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3603DD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3700AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3700BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3700CD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3700DD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3701AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3701BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3702AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3702BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3703AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3703BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3704AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B3704BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
P3040AD	Darlinghurst	2010	Oxford Street			Communication Pylon	Digital
AB1004AD	Sydney	2000	CBD & Harbour			Ad Bollard	Digital
AB1004BD	Sydney	2000	CBD & Harbour			Ad Bollard	Digital
AB1008AD	Sydney	2000	CBD & Harbour			Ad Bollard	Digital
AB1008BD	Sydney	2000	CBD & Harbour			Ad Bollard	Digital
AB1018AD	Sydney	2000	Chinatown & CBD South			Ad Bollard	Digital
AB1018BD	Sydney	2000	Chinatown & CBD South			Ad Bollard	Digital
AB1065AD	Sydney	2000	CBD & Harbour			Ad Bollard	Digital
AB1065BD	Sydney	2000	CBD & Harbour			Ad Bollard	Digital
AB1121AD	Sydney	2000	CBD & Harbour			Ad Bollard	Digital
AB1121BD	Sydney	2000	CBD & Harbour			Ad Bollard	Digital
AB1133AD	Waterloo	2017	Green Square & City South			Ad Bollard	Digital
AB1133BD	Waterloo	2017	Green Square & City South			Ad Bollard	Digital
B1096AD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B1096BD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B1165AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1165BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B2005AD	Pyrmont	2009	Harris Street			Bus Shelter	Digital

B2005BD	Pymont	2009	Harris Street			Bus Shelter	Digital
B2008AD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B2008BD	Haymarket	2000	Chinatown & CBD South			Bus Shelter	Digital
B3008AD	Elizabeth Bay	2011	Macleay Street & Woolloomooloo			Bus Shelter	Digital
B3008BD	Elizabeth Bay	2011	Macleay Street & Woolloomooloo			Bus Shelter	Digital
B3068AD	Surry Hills	2010	Oxford Street			Bus Shelter	Digital
B3068BD	Surry Hills	2010	Oxford Street			Bus Shelter	Digital
B3247AD	Surry Hills	2010	Crown & Baptist Streets			Bus Shelter	Digital
B3247BD	Surry Hills	2010	Crown & Baptist Streets			Bus Shelter	Digital
B3305AD	Rosebery	2018	Green Square & City South			Bus Shelter	Digital
B3305BD	Rosebery	2018	Green Square & City South			Bus Shelter	Digital
B3317AD	Darlington	2008	Redfern Street			Bus Shelter	Digital
B3317BD	Darlington	2008	Redfern Street			Bus Shelter	Digital
P1021AD	Sydney	2000	Chinatown & CBD South			Communication Pylon	Digital
P1026AD	Sydney	2000	CBD & Harbour			Communication Pylon	Digital
P1033AD	Sydney	2000	CBD & Harbour			Communication Pylon	Digital
P1077AD	Haymarket	2000	Chinatown & CBD South			Communication Pylon	Digital
P1109AD	Sydney	2000	CBD & Harbour			Communication Pylon	Digital
P1114AD	Sydney	2000	CBD & Harbour			Communication Pylon	Digital
P1120AD	Sydney	2000	CBD & Harbour			Communication Pylon	Digital
P1136AD	Sydney	2000	CBD & Harbour			Communication Pylon	Digital
P3016AD	Potts Point	2011	Macleay Street & Woolloomooloo			Communication Pylon	Digital
P3028AD	Darlinghurst	2010	Oxford Street			Communication Pylon	Digital
B1068AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1068BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1069AD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital
B1069BD	Sydney	2000	CBD & Harbour			Bus Shelter	Digital

Schedule B16

Examples of City Advertising and Community Displays content

RABBIT OH'S!



CITY OF SYDNEY



merry

christmas

sydney



Charity partner



THE KIDS' CANCER PROJECT
Science. Solutions. Survival.

Media partner



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#sydxmas

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sydneychristmas.com.au
#sydxmas

merry



Charity partner



THE KIDS' CANCER PROJECT
Science. Solutions. Survival.

Media partner



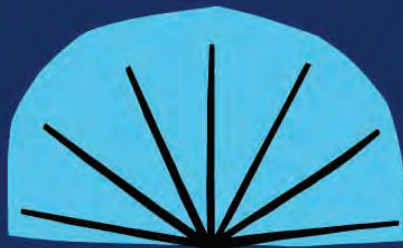
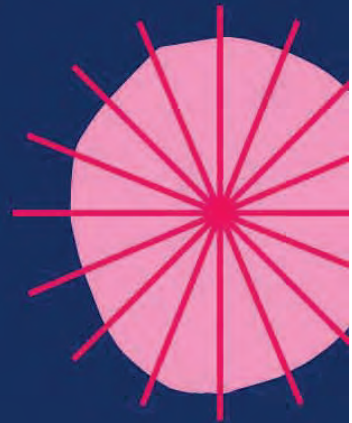
sydneychristmas.com.au
#sydxmas

sydneynewyearseve.com
#SydNYE

NYE



Happy New Year Sydney



NYE

Leadership Partners



Government Partner



Charity Partner



CITY OF SYDNEY



Sydney Lunar Festival

Year of the Tiger
By Amber, 9



29 Jan–
13 Feb

sydneylunarfestival.com

Associate Partners



Media Partner



Charity Partner



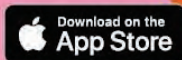
Sydney Lunar Festival

Year of the Tiger



Discover the Lunar Tour

Find the lunar lanterns, enjoy a lunar feast and watch a live performance using the Sydney Culture Walks app.



29 Jan–
13 Feb

sydneylunarfestival.com

Associate Partners



Media Partner



Charity Partner






SWITCH TO A 100%
GREENPOWER ELECTRICITY
PLAN TODAY.
IT'S THE BEST CHOICE FOR
OUR PLANET.

Great for renters and homeowners.
Most providers sell it.
Let's green the grid together!

getgreenpower.com.au

 **GreenPower**  **CITY OF SYDNEY** 

LET'S GREEN THE GRID

Schedule C1

Outdoor Media Services Objectives

- (a) Implement current and conspicuous Advertising Panels that are designed to seamlessly integrate with the Street Furniture.
- (b) Compliance with City's public domain policies including but not limited to City's heritage, accessibility, visual clutter and context.
- (c) Optimise the Advertising Sales Share paid to the City.
- (d) Provide opportunities to promote and support the City's cultural life, public events, nearby business events and services and community information.

Schedule C2
Advertising Fees

1 Schedule Details

The key details referred to in this Schedule are set out in the following table.

ITEM	TERM	DESCRIPTION
1	Full Service Commencement Date	1 January 2022
2	Percentage Share	<p>The Percentage Share is:</p> <p>(a) █% during the Initial Term (including the Transition-In Period); and</p> <p>(b) █% during the Renewal Term.</p>
3	Target Poster Advertising Displays (TPAD)	255
4	Poster Advertising Display Rate (PADR)	<p>(a) Initial Term</p> <p>The PADR for the Initial Term is:</p> <p>(i) █</p> <p>(ii) for each subsequent Contract Year, the PADR for the previous Contract Year adjusted pursuant to clause 4.3.</p> <p>(b) Renewal Term</p> <p>The PADR for the Renewal Term is:</p> <p>(i) for the first Contract Year of the Renewal Term, the greater of:</p> <p>(A) █ and</p> <p>(B) the PADR, which would have been calculated under clause 4.3 had the Initial Term continued for one further Contract Year; and</p> <p>(ii) for each subsequent Contract Year, the PADR for the previous Contract Year adjusted pursuant to clause 4.3.</p>
5	Target Digital Advertising Displays (TDAD)	613
6	Digital Advertising Display Rate (DADR)	<p>(a) Initial Term</p> <p>The DADR for the Initial Term is:</p> <p>(i) for the first Contract Year, █; and</p>

ITEM	TERM	DESCRIPTION
		<p>(ii) for each subsequent Contract Year, the DADR for the previous Contract Year adjusted pursuant to clause 4.3.</p> <p>(b) Renewal Term</p> <p>The DADR for the Renewal Term is:</p> <p>(i) for the first Contract Year of the Renewal Term, the greater of:</p> <p>(A) [REDACTED] and</p> <p>(B) the DADR, which would have been calculated under clause 4.3 had the Initial Term continued for one further Contract Year; and</p> <p>(ii) for each subsequent Contract Year, the DADR for the previous Contract Year adjusted pursuant to clause 4.3.</p>
7	OMA Revenue Base	<p>(a) The OMA Revenue Base must be calculated for each Contract Year.</p> <p>(b) The OMA Revenue Base for the first Contract Year will be calculated as follows:</p> $A = B \times \left(\frac{C}{D} \right)$ <p>Where:</p> <p>A = The OMA Revenue Base for the first Contract Year:</p> <p>B = [REDACTED]</p> <p>C = the CPI amount published for the Quarter ending immediately prior to the Full Service Commencement Date; and</p> <p>D = the CPI amount published for the Quarter ending December 2019.</p> <p>Provided that, if "C" is less than "D", the calculation will be performed as if $\left(\frac{C}{D} \right)$ is 1.</p> <p>(c) The OMA Revenue Base for each subsequent Contract Year (the New Contract Year) will be calculated as follows:</p> $A = B \times \left(\frac{C}{D} \right)$ <p>Where:</p> <p>A = The OMA Revenue Base for the New Contract Year:</p> <p>B = the OMA Revenue Base for the previous Contract Year</p> <p>C = the CPI amount published for the Quarter ending immediately prior to the commencement of the New Contract Year; and</p>

ITEM	TERM	DESCRIPTION
		<p>D = the CPI amount published for the Quarter ending immediately prior to the commencement of the previous Contract Year.</p> <p>Provided that, if "C" is less than "D", the calculation will be performed as if $\left(\frac{C}{D}\right)$ is 1.</p>
8	SMI Revenue Base	<p>(a) The SMI Revenue Base must be calculated for each Contract Year.</p> <p>(b) The SMI Revenue Base for the first Contract Year will be calculated as follows:</p> $A = B \times \left(\frac{C}{D}\right)$ <p>Where:</p> <p>A = The SMI Revenue Base for the first Contract Year.</p> <p>B = [REDACTED]</p> <p>C = the CPI amount published for the Quarter ending immediately prior to the Full Service Commencement Date; and</p> <p>D = the CPI amount published for the Quarter ending December 2019.</p> <p>Provided that, if "C" is less than "D", the calculation will be performed as if $\left(\frac{C}{D}\right)$ is 1.</p> <p>(c) The SMI Revenue Base for each subsequent Contract Year (the New Contract Year) will be calculated as follows:</p> $A = B \times \left(\frac{C}{D}\right)$ <p>Where:</p> <p>A = The SMI Revenue Base for the New Contract Year:</p> <p>B = the SMI Revenue Base for the previous Contract Year</p> <p>C = the CPI amount published for the Quarter ending immediately prior to the commencement of the New Contract Year; and</p> <p>D = the CPI amount published for the Quarter ending immediately prior to the commencement of the previous Contract Year.</p> <p>Provided that, if "C" is less than "D", the calculation will be performed as if $\left(\frac{C}{D}\right)$ is 1.</p>

2 Definitions and Interpretation

2.1 Definitions

In this Schedule, capitalised terms have the meaning given to them below and, where not defined below, as defined in this Agreement:

Adjustment Obstruction means an Obstruction that either:

- (a) has been installed at the written request of, or with the express written consent of, the City; or
- (b) would not be an Obstruction if the City took an action that is within its power and authority to take, provided that the exercise of such power or authority is not contrary to or inconsistent with any existing City policy, strategy or action plan in place as at the date of this Agreement or any equivalent policy, strategy or action plan developed after the date of this Agreement (such as the City's Environmental Action 2016-2021 Strategy and Action Plan and associated Urban Forest Strategy with regard to the trimming removal and relocation of any trees or other vegetation),

and which:

- (c) Obstructs an Advertising Display for a continuous period of not less than 30 days; and
- (d) has been notified to the City under clause 4.4(b)(i) not more than 90 days after the first date on which the Advertising Display is Obstructed.

Australian Annual OOH Advertising Sales Result means, for each Contract Year, the percentage amount that the total OMA Revenue and SMI Revenue for that Contract Year, bear to the OMA Revenue Base and SMI Revenue Base respectively, determined in accordance with the calculation in clause 5.4.

Contract Year means the period of 12 months commencing on the Full Service Commencement Date and each 12 month period from the anniversary of that date until the end of the Term.

Digital Advertising Display has the meaning given to that term in the main body of the Agreement.

Digital Advertising Display Authorisation has the meaning given to that term in the main body of the Agreement.

Digital Advertising Display Rate or **DADR** means, in respect of a Contract Year, the rate specified in item 6 of the Schedule Details for that Contract Year.

Exogenous Event has the meaning given to that term in clause 5.1.

Full Service Commencement Date means the date in item 1 of the Schedule Details.

Minimum Advertising Display Requirements means:

- (a) 200 Poster Advertising Displays; and
- (b) 600 Digital Advertising Displays.

Obstruction means, in respect of an Advertising Display, an object that materially obstructs the view of the Advertising Display by a person located within the line of sight shaded area indicated in the Annexure to this Schedule for that kind of Advertising Display, excluding any Obstruction in existence prior to the date of installation of the Advertising Display but, for the avoidance of doubt, not excluding any tree or other form of vegetation that was in existence prior to the date of installation of the Advertising Display which did not Obstruct the view of the Advertising Display as contemplated above as at the date of installation of the Advertising Display.

OMA means the Outdoor Media Association of Australia.

OMA Revenue means the aggregate net media revenue amount (excluding advertising agency commission, production and installation costs) achieved by the members of the OMA as published by the OMA for a Contract Year and, if the OMA ceases to publish this amount or if the weighting or distribution of the amounts comprising the aggregate net media revenue amount vary so as to change the basis of the aggregate net media revenue amount (including material changes in the OMA's membership), then any replacement out of home advertising industry net media revenue published or price index the City selects that, as nearly as practicable, serves the same purpose.

OMA Revenue Base means, for a Contract Year, the amount detailed in Item 7 of the Schedule Details.

Percentage Share or **PS** means, in respect of a period, the amount specified in item 2 of the Schedule Details for that period.

Poster Advertising Display means an Advertising Display that is not a Digital Advertising Display.

Poster Advertising Display Rate or **PADR** means, in respect of a Contract Year, the rate specified in item 4 of the Schedule Details for that Contract Year.

Schedule Details means the table in clause 1.

SMI means the Standard Media Index.

SMI Revenue means the aggregate net media revenue amount (excluding advertising agency commission, production and installation costs) for outdoor (out of home) advertising in Australia as published by SMI for a Contract Year and if the SMI ceases to publish this amount or if the weighting or distribution of the amounts comprising the aggregate net media revenue amount vary so as to change the basis of the aggregate net media revenue amount, then any replacement outdoor advertising industry revenue published or price index the City selects that, as nearly as practicable, serves the same purpose.

SMI Revenue Base means, for a Contract Year, the amount detailed in Item 8 of the Schedule Details.

Target Digital Advertising Displays or **TDAD** means the number specified in item 5 of the Schedule Details.

Target Poster Advertising Displays or **TPAD** means the number specified in item 3 of the Schedule Details.

Transition-In Period means the period commencing on the Start Date and ending on the day immediately preceding the Full Service Commencement Date.

2.2 Interpretation

The rules for interpreting this Schedule are as set out in clause 1.2 of this Agreement, except that a reference to a clause or paragraph is a reference to a clause or paragraph in this Schedule and a reference to a clause or paragraph 'of the Agreement' or 'in this Agreement' is a reference to the main body of this Agreement.

3 Advertising Fees

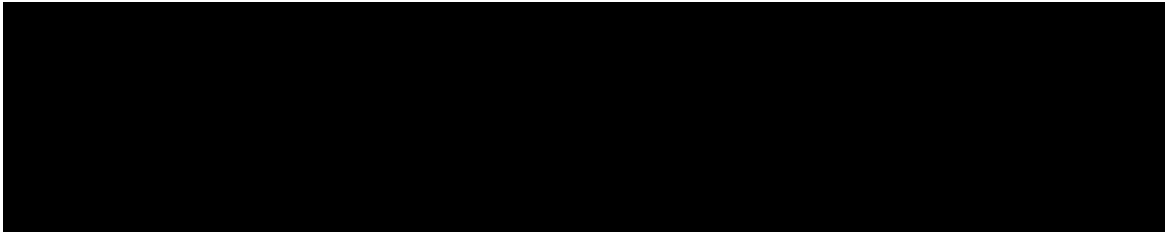
The Service Provider must pay to the City the:

- (a) Advertising Sales Share during the Transition-In Period; and
- (b) greater of the Minimum Guaranteed Fee and the Advertising Sales Share for each Contract Year on and from the Full Service Commencement Date,

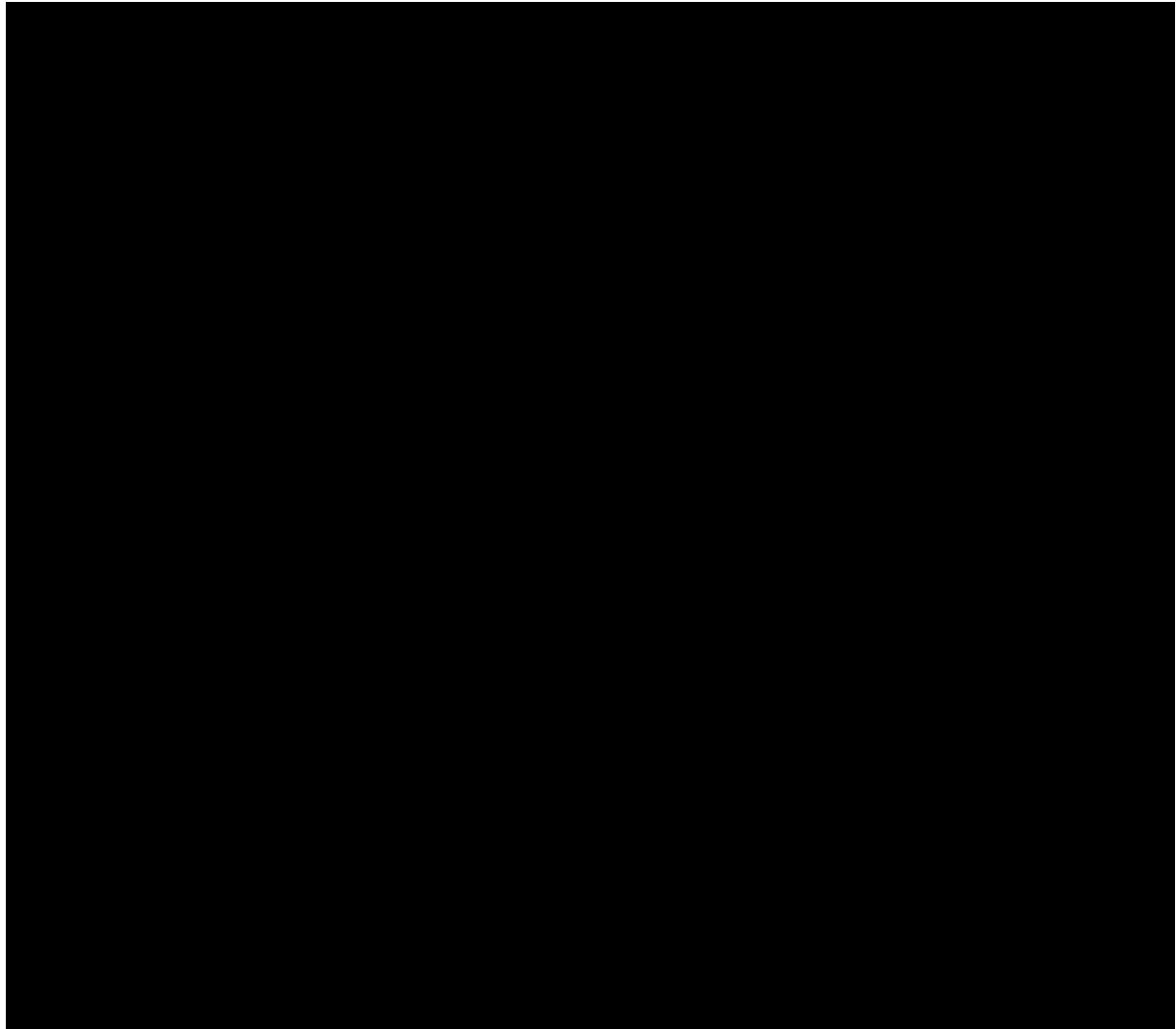
determined and payable in accordance with this Schedule.

4 Minimum Guaranteed Fee

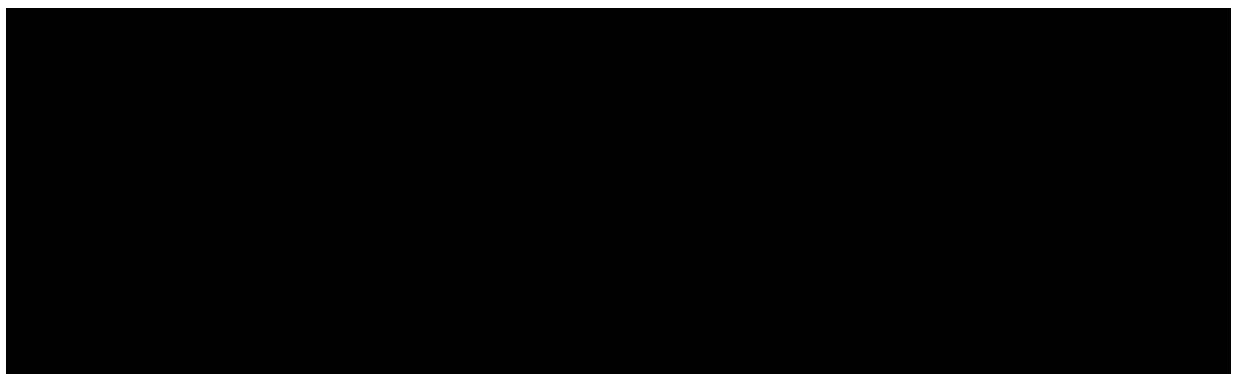
4.1 Service Provider to pay the MGF



4.2 Calculation of MGF

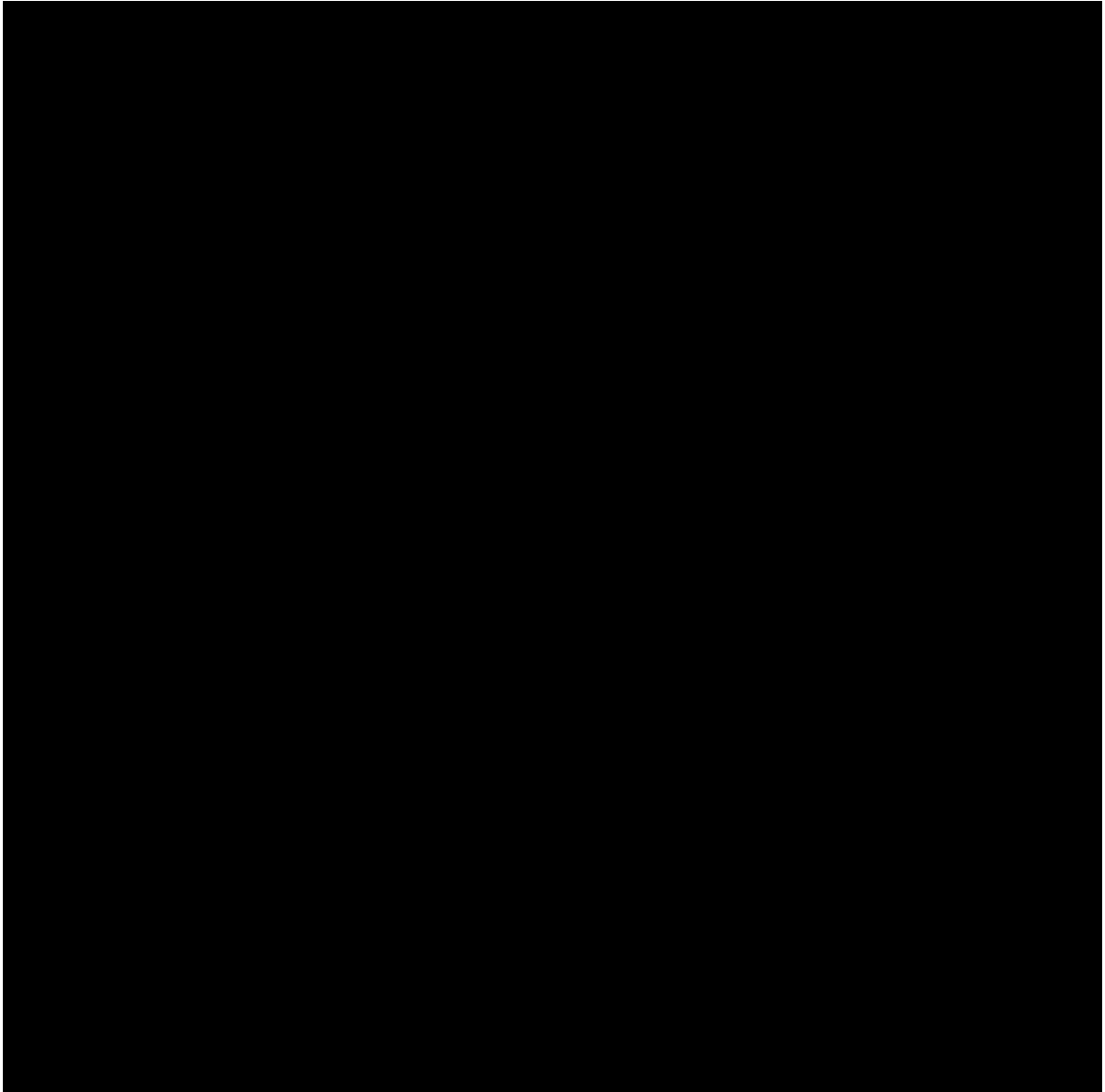


4.3 CPI increase to the PADR and DADR

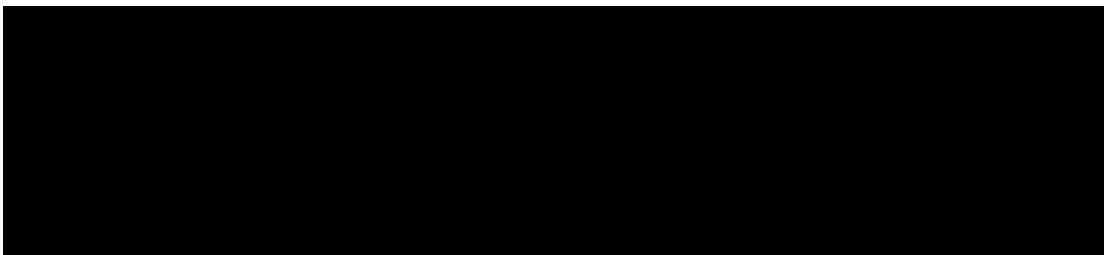


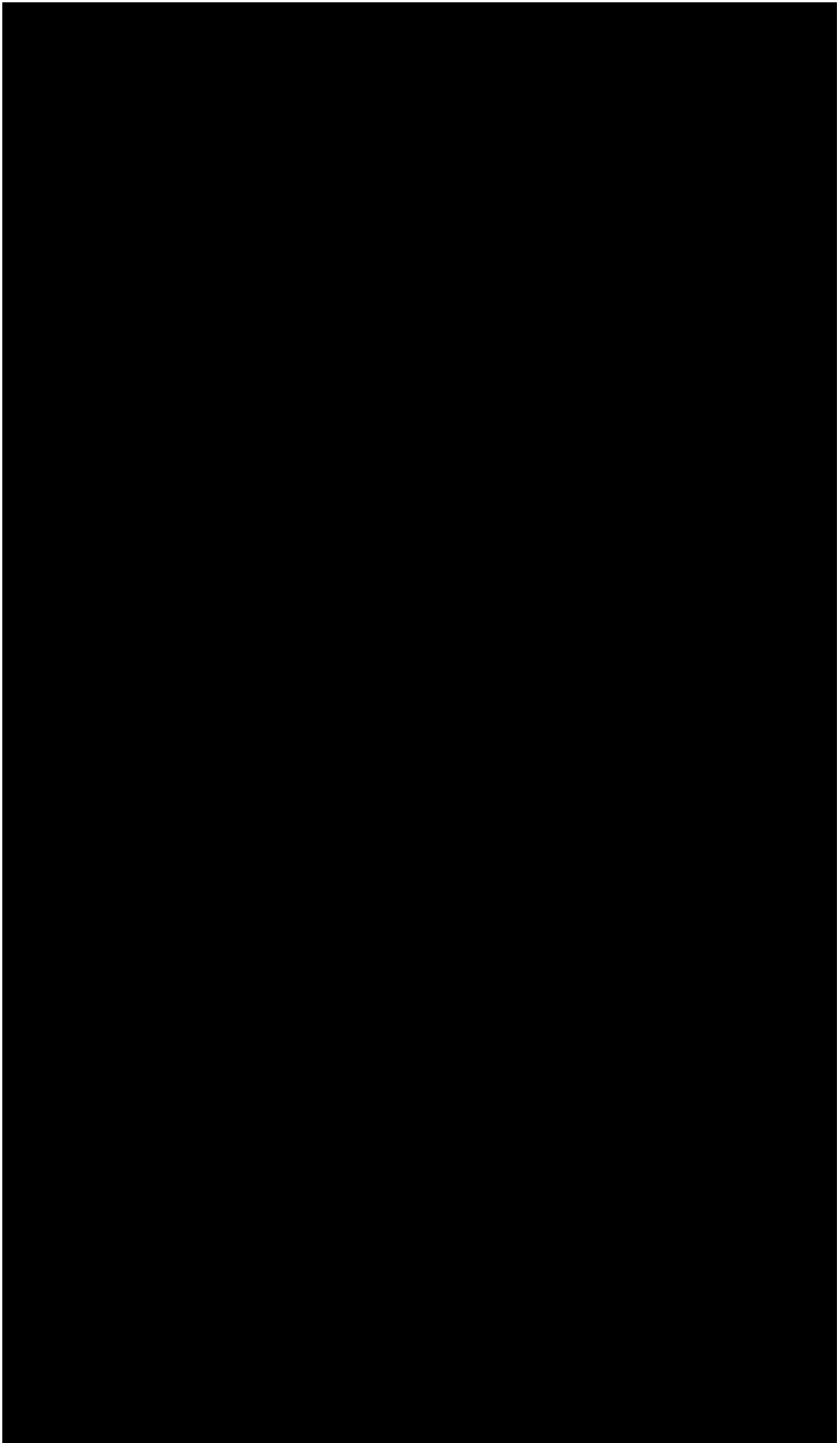


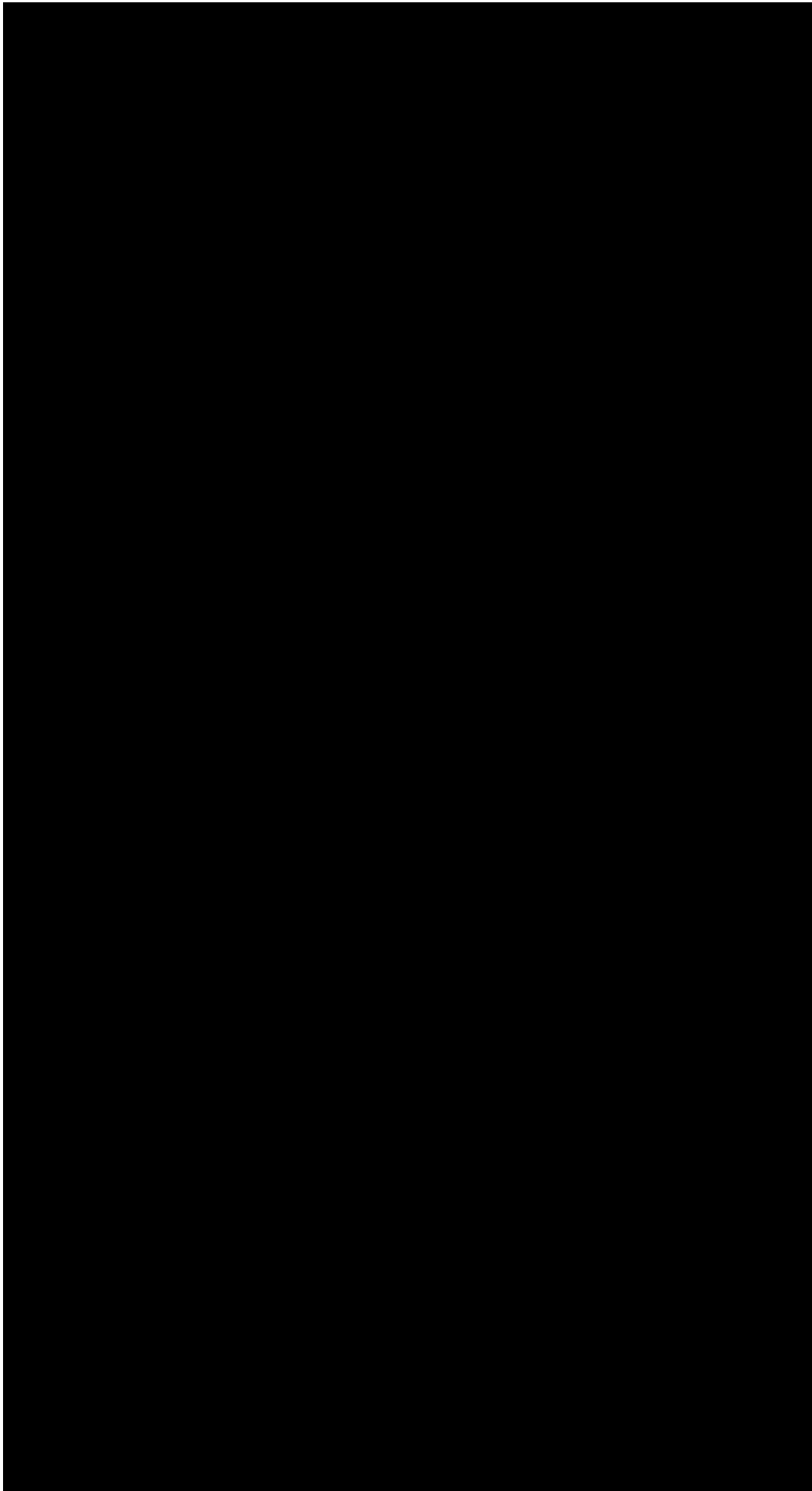
4.4 **MGF adjustments**

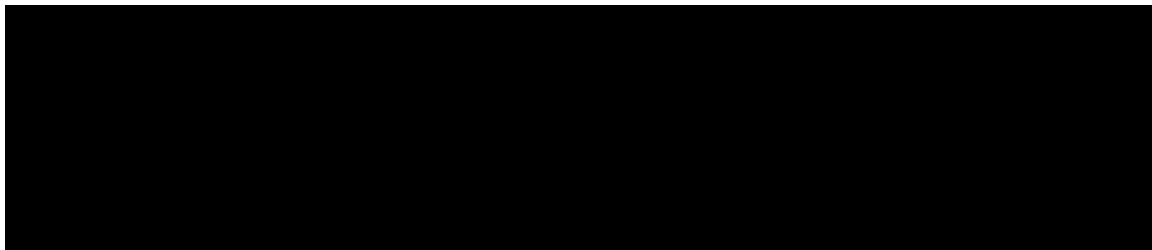


(b) **Obstruction Adjustment:**









5 Exogenous Events

5.1 Occurrence of an Exogenous Event

This clause 5 applies in respect of a Contract Year where:

- (a) the Australian Annual OOH Advertising Sales Result is less than ■% for that Contract Year, as determined in accordance with clause 5.4; and
 - (b) in that Contract Year, other than the first Contract Year, the Advertising Sales for that Contract Year fall below ■% of the Advertising Sales for the previous Contract Year,
- (an **Exogenous Event**).

5.2 Exogenous Event Notice

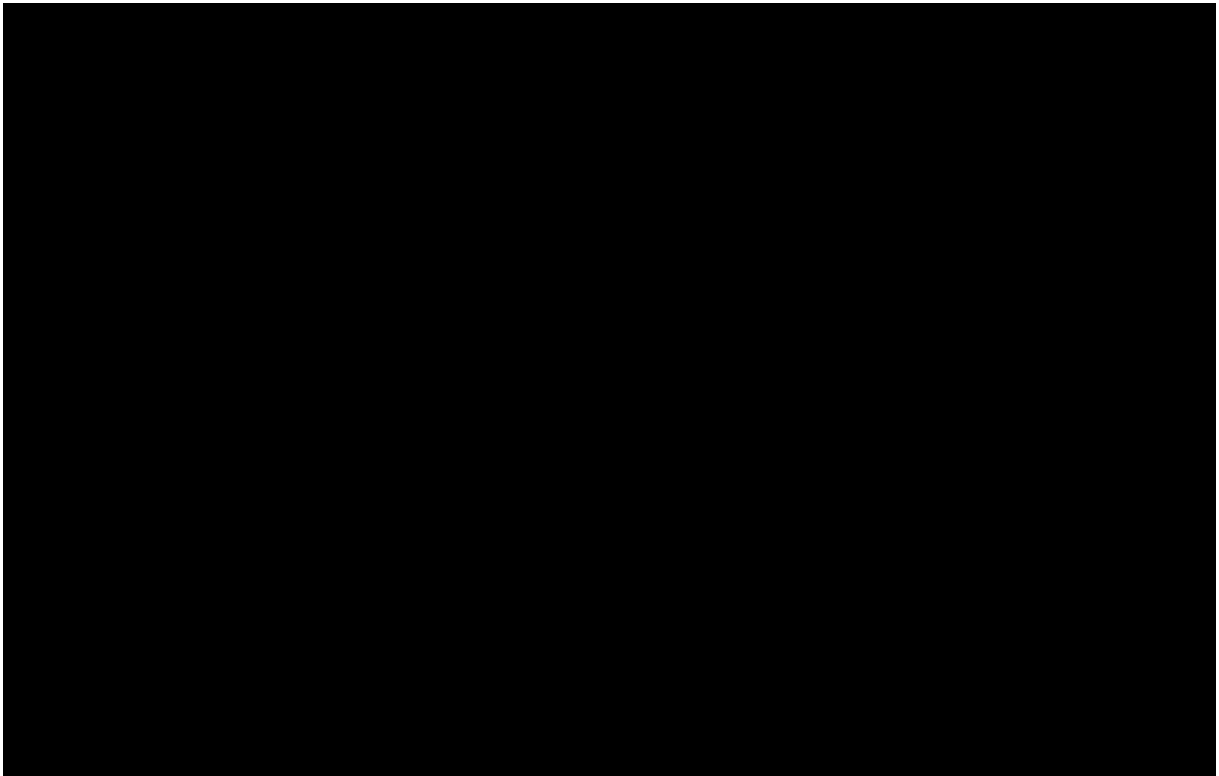
- (a) If the Service Provider considers that an Exogenous Event occurred during a Contract Year, the Service Provider may provide the City with a notice within 20 Business Days after the end of that Contract Year (**Exogenous Event Notice**) claiming that an Exogenous Event has occurred with full details of:
 - (i) the information on which the Service Provider is relying to demonstrate that the Exogenous Event has occurred, with full details of any calculations performed; and
 - (ii) the calculation of the adjustment required to be made to the MGF paid to the City during that Contract Year, calculated in accordance with clause 5.3; and
 - (iii) the difference between the MGF amount paid to the City during that Contract Year and the amount of the adjusted MGF calculated in accordance with clause 5.3 (**Exogenous Event Adjustment**).
- (b) On receipt of an Exogenous Event Notice, the City may accept or reject (including after seeking further details or clarification from the Service Provider) the Service Provider's claim, acting reasonably.
- (c) If the City rejects, or Parties cannot come to agreement regarding the details in, the Exogenous Event Notice within 10 Business Days (**Negotiation Period**) of the date on which the notice is received by the City (**Dispute**), either Party may refer the Dispute to expert determination under clause 7.
- (d) If:
 - (i) the City accepts the Exogenous Event Notice;
 - (ii) the Parties reach agreement on the details in the Exogenous Event Notice; or
 - (iii) a Dispute referred to expert determination under clause 7 determines that the Exogenous Event has occurred and the amount of the Exogenous Event Adjustment payable,

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

5.3 MGF adjustment for Exogenous Event



5.4 The Australian Annual OOH Advertising Sales Result



6 Advertising Sales Share

6.1 Service Provider must pay the Advertising Sales Share

- (a) After the end of the Transition-In Period and each Contract Year (including the final year of the Term, which may be less than a full Contract Year), the Service Provider must:
 - (i) determine the Advertising Sales Share payable for the Transition-in Period or Contract Year as applicable; and
 - (ii) pay the Advertising Sales Share to the City less any MGF amounts paid to the City in respect of the relevant period,in accordance with this clause 6.
- (b) If the Advertising Sales Share is less than the MGF paid during a Contract Year, the Service Provider is not required to pay the Advertising Sales Share to the City for that Contract Year, but must still pay the full amount of the MGF payable for that Contract Year.

6.2 Service Provider to give Advertising Sales Share Notice

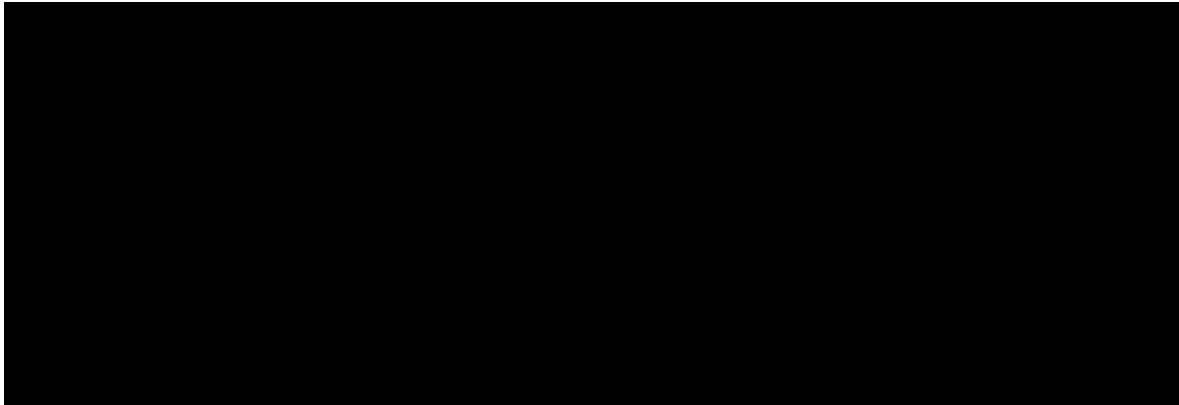
Within 10 Business Days after the end of the Transition-In Period and each Contract Year, the Service Provider must provide the City with a notice (**Advertising Sales Share Notice**) detailing:

- (a) the Advertising Sales for the Transition-In Period or that Contract Year, as applicable; and
- (b) the Advertising Sales Share for the Transition-In Period or that Contract Year, as applicable, with full workings showing how the Service Provider performed the calculation.

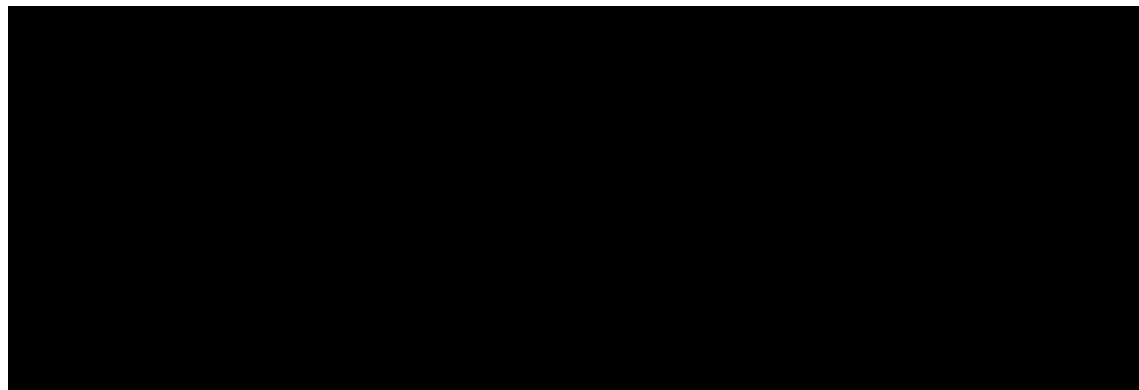
6.3 City may accept or reject

- (a) On receipt of an Advertising Sales Share Notice, the City may accept or reject the amounts included in or calculated by the Service Provider in that notice (including after seeking further details or clarification from the Service Provider), acting reasonably.
- (b) If the City rejects, or Parties cannot come to agreement regarding the, amounts in, the Advertising Sales Share Notice within 5 Business Days (**Negotiation Period**) of the date on which the notice is received by the City (**Dispute**), either Party may refer the Dispute to expert determination under clause 7.

6.4 Payment of Advertising Sales Share



6.5 Calculation of Advertising Sales Share



7 Expert Determination

If a Party refers a Dispute to expert determination under this Schedule:

- (a) the Parties must seek to agree on the appointment of an independent expert to determine the matters still in Dispute;

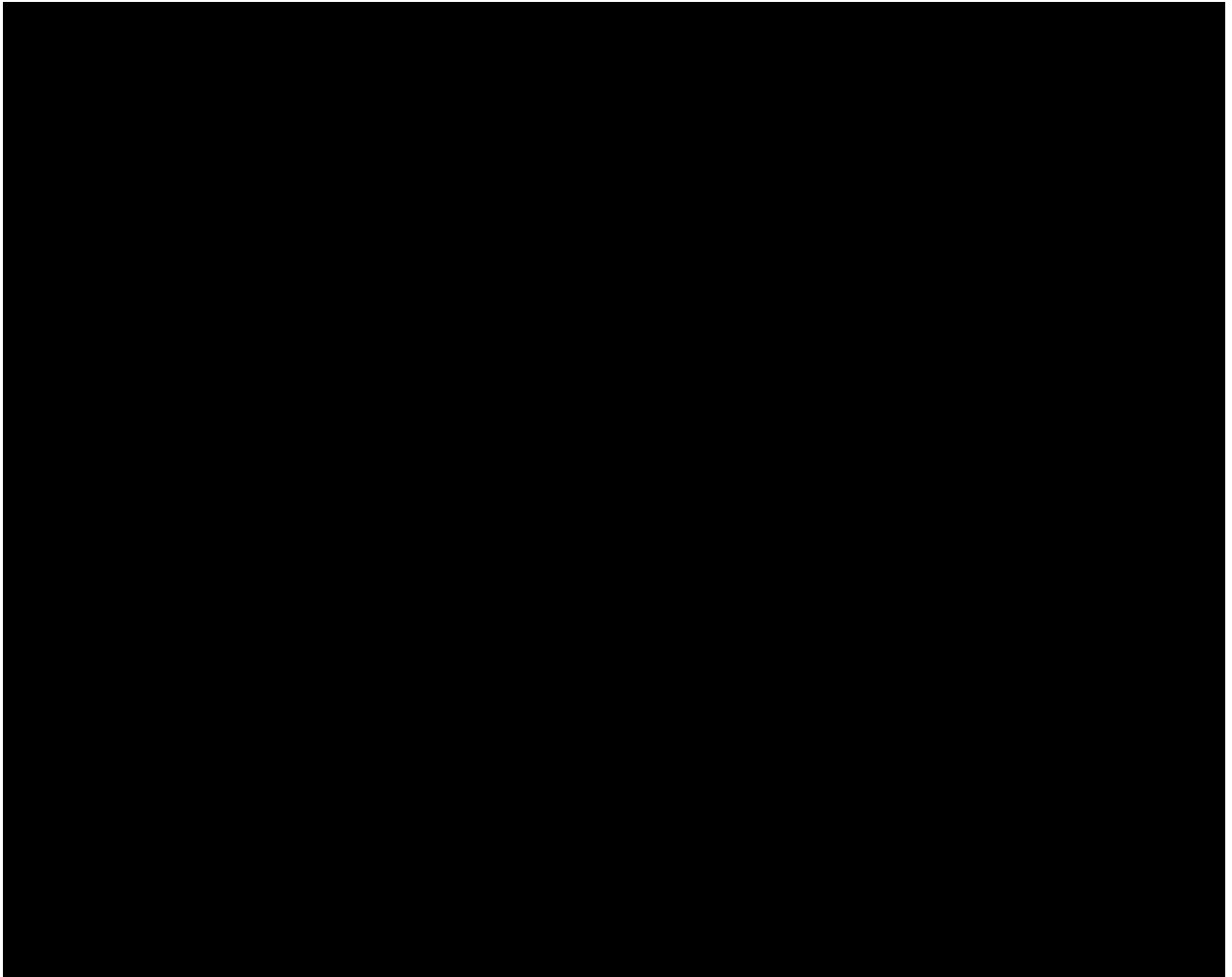
- (b) if the Parties are unable to agree on the appointment of the independent expert within 10 Business Days of the date a Party refers a Dispute to determination under this clause, either Party may then request a partner (with expertise in the media industry) of PricewaterhouseCoopers to nominate a suitable independent expert to resolve the matter;
- (c) the independent expert must be instructed to determine, to the extent not already agreed by the Parties, the matters in dispute between the parties within a period of no more than 10 Business Days after being instructed; and
- (d) in making a determination under this clause 7, the independent expert will act as an expert, and not act as an arbitrator. The Parties must share equally the costs of the independent expert. The determination of the independent expert will be binding on the Parties in the absence of a manifest error of fact.

8 City Advertising

For the purposes of clause 70.6(b) of the Agreement the prescribed rate is [REDACTED] per Advertising Display per week.

Annexure to Schedule C2

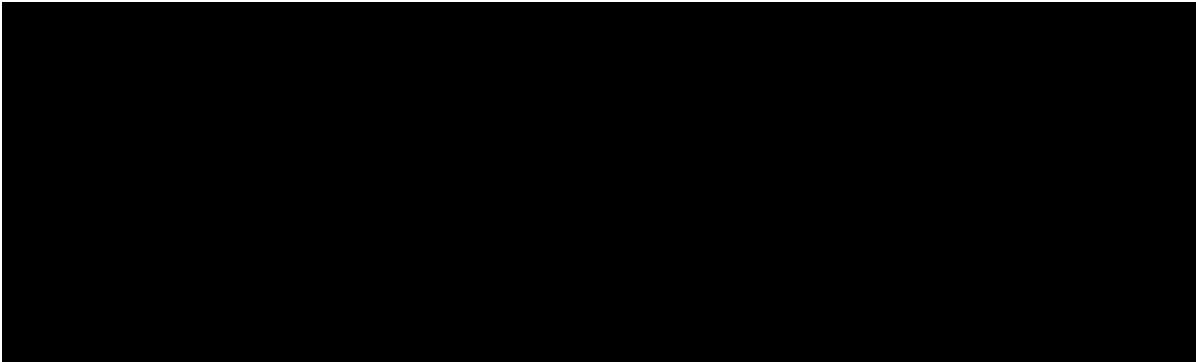
Line of Sight



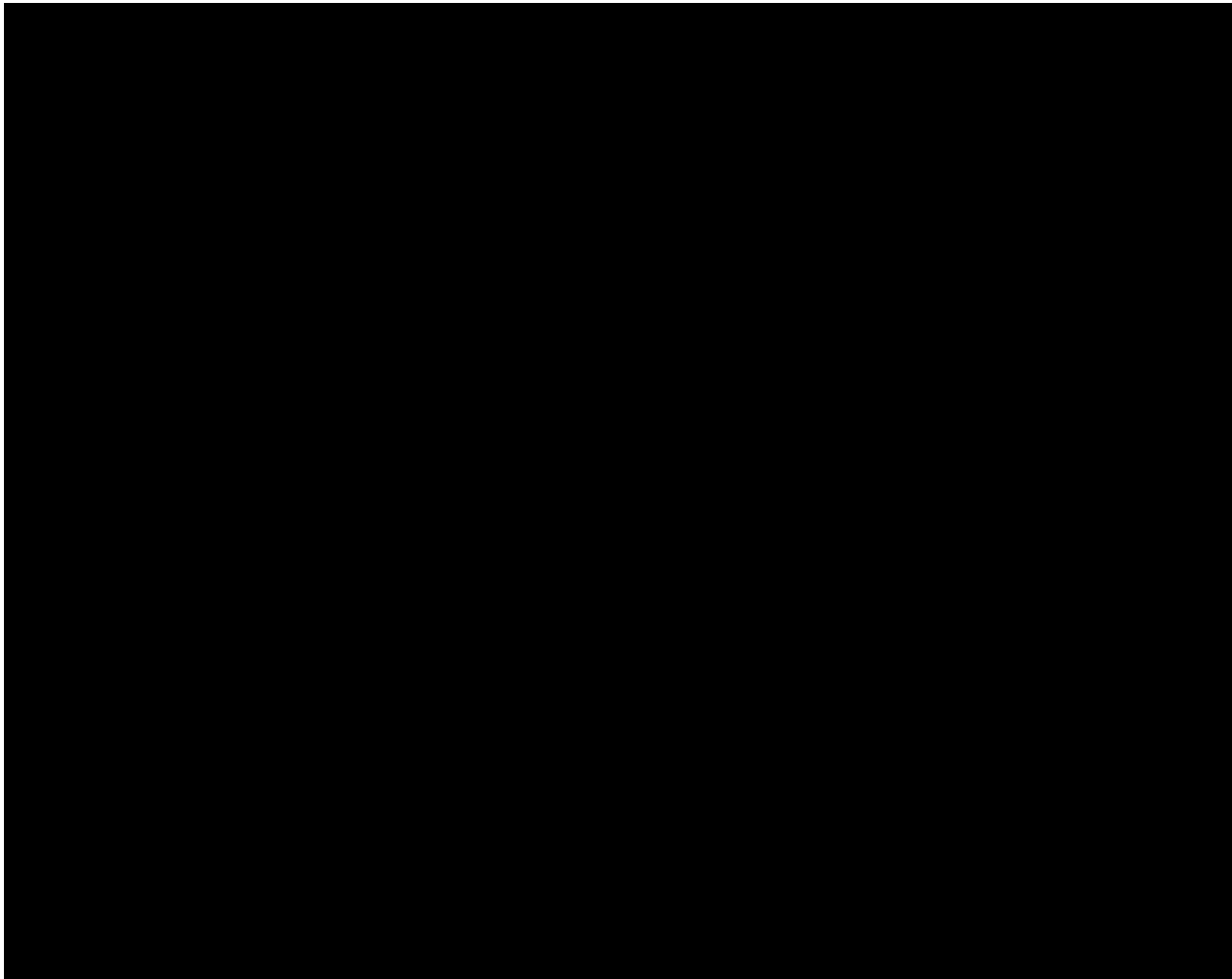
Schedule C3

Outdoor Media Service Levels

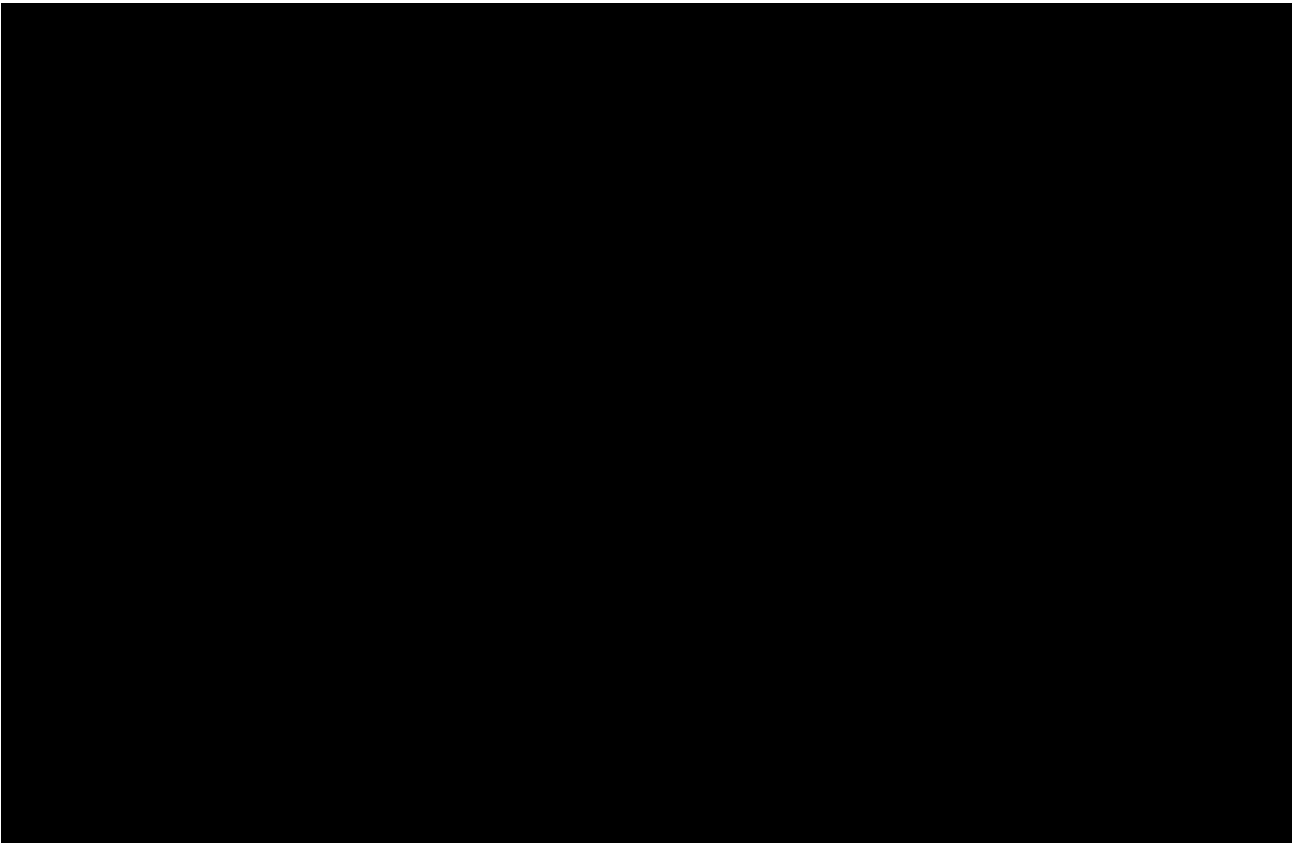
1 Emergency Response Availability Service Levels



2 Availability Service Level



3 Customer Management Service Levels



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:

Witness

Print name

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

Signature of director

Name

The Council of the City of Sydney by its
Attorney

Attorney

Power of Attorney dated 7 November 2016

Signature of director/secretary

Name

Attachment 2: Agreed Prices Attachment

See document on the following page

Attachment 1 to Schedule B11
Agreed Prices Attachment

OMS & CoS Street Furniture Rates and Fees Schedule								
10-Nov-23								
All pricing excludes GST								
CPI 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 CoS Civil Works and Installation Price Per Unit (AUD)	Night Rate CoS Civil Works and Installation Price Per Unit (AUD)	Day Rate		
						Reinstatement (new) special paver (18%)	Reinstatement (new) Concrete/Asphalt/Brick (18%)	
Small Shelter – Non Walk Through - Non Ad	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Small Shelter	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Standard Shelter	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Large Shelter - 5 Bay	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Special Large Shelter - 6 Bay	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Small Standard Kiosk - Structure	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Small Standard Kiosk - Internal Cabinetry	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Large Round Kiosk - Structure	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Large Round Kiosk - Internal Cabinetry	65.1	Price payable for the supply and installation of each type of Street Furniture.						
APT - Single	65.1	Price payable for the supply and installation of each type of Street Furniture.						
APT - Single - Green Roof	65.1	Price payable for the supply and installation of each type of Street Furniture.						
APT - Double	65.1	Price payable for the supply and installation of each type of Street Furniture.						
APT - Double - Green Roof	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Communications Pylon	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Seat (Stainless Steel) - Direct Drilling	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Seat (Stainless Steel) - Footing (OMS footing Dwg# 20185 -S- S101	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Seat (Stainless Steel) - Footing (CoS footing Dwg# 4.2.2)	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Seat (Powder Coated) - Direct Drilling	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Seat (Powder Coated) - Footing Footing (OMS footing Dwg# 20185 -S- S101	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Seat (Powder Coated) - Footing (CoS footing Dwg# 4.2.2)	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Bin (120L) - Footing (Direct Drilling)	65.1	Price payable for the supply and installation of each type of Street Furniture.						
Bin (120L) - Footing (CoS footing Dwg# 4.3.2)	65.1	Price payable for the supply and installation of each type of Street Furniture.						

Street Furniture Management fee	Clause of the Agreement	Scope of fee	QMS Montly 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	

Transition out services - Spare parts	Clause of the Agreement	Scope of fee	Removal
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	

Transition out services	Clause of the Agreement	Scope of fee	Removal
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	

Restoration and make good of Service Areas following removal of JCDecaux assets	Clause of the Agreement	Scope of fee	Removal
N/A	47.3 (e)	N/A	N/A

Relocation of Street Furniture		Clause of the Agreement	Scope of fee	Relocation				
				Removal	Installation	Reinstatement (existing and new) special paver (18%)	Reinstatement (existing and new) Concrete/Ashphalt/Brick (18%)	Reinstatement (existing and new) Unmade (18%)
Seat (Stainless Steel) - Direct Drilling	64.1	Price payable for the relocation of each type of Street Furniture.						
Seat (Stainless Steel) - Footing (QMS footing Dwg# 20185 -S- S101	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 (QMS footing Dwg# 20185 -S- S101	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 - 5 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 rewer (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- S101	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 Ad	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 Bollard	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						
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			Purchase price of Street Furniture			
All assets		66.2	(asset supply and installation cost)months remaining in Initial Term from date of installation of asset) x months remaining in Initial Term as at date of termination of Agreement			
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	\$ [REDACTED]	