

Pages 1 through 10 redacted for the following reasons:

Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial affairs

Released under RTI - DTMR

Annexure 2

Table 4.2 Vehicle Requirments as at 24 June 2019 (prepared May 2019)

Vehicle Type	Number
Peak demand Excluding City Gliders and Other	1026
Blue Glider Demand	19
Maroon Glider Demand	11
Other Demand 3 QUT	3
Total BT Peak Demand	1059
Bus Contractors	26
Total Peak Demand	1085
Safety Bus	0
Driving School	0
Deregistered Buses	0
Spares	134
TOTAL	1,219

Table 4.3 Vehicle Requirments at Peak Times as at 24 June (prepared May 2019)

Number of Vehicle required for Schedule Passenger Services	
Maximum peak requirements school week (1064+ 26 contractors) Including City Gliders	1090
Maximum peak requirements non school & non uni week (1003 + 26 contractors) Inc CG	1029

Pages 12 through 13 redacted for the following reasons:

Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial affairs

Released under RTI - DTMR

LIST OF ANNEXURES

Annexure 1 – Route Summary Worksheet (as at 1 July 2019)

Annexure 2 - Approved Vehicle Register and Tables 4.1, 4.2 and 4.3

Annexure 3 - Approved Acquisition and Replacement Schedule and Tables 5.1, 5.3 and 5.4

Annexure 4 – TMR Plans, Manuals, Guidelines and Policies; outlined below*

- (a) TransLink Ticketing Driver Training Manual
- (b) TransLink Integrated Ticketing and Fares Policy Manual
- (c) TransLink Revenue Protection Policy
- (d) Customer Feedback Manual for Service Providers:
 - CustomerLink Resolver group responses standards
 - Managing Unreasonable Customer Conduct Procedure
 - TransLink CustomerLink Systems Access Request Form
 - go card Bus Commissioning and Decommissioning Request Form
 - ORU Form
- (e) TMR Ticketing Maintenance Manual
- (f) Busway Authorised Driver Training Manual
- (g) Busway Authorised Driver Training Manual Emergency Procedures
- (h) TransLink Branding Guidelines:
 - TransLink Division Visual Identity Manual (except sections 6,7,10,19)
 - Passenger Information Style and Design Guide (except section 3)
- (i) HASTUS Interface Standards
- (j) Service Change Proposal Business Case
- (k) School Transport:
 - School Transport Assistance Scheme
 - School Transport Code of Conduct
- (l) Telematics Minimum Specification

*The following amendments shall apply to Annexure 4:

1 References, logos, graphics and branding

- 1.1 Any logo, graphic or branding representing '*Brisbane Transport*' in Annexure 4 shall be deemed to be replaced by any new logo or graphic provided by the Operator from time to time and will represent either '*Brisbane City Council*' or '*Transport for Brisbane*'.

2 Non-compliance and Misconduct Reporting

- 2.1 The requirements under the heading '*Non-compliance and Misconduct Reporting*' in annexure 4, Item (c), *TransLink Revenue Protection Policy*, shall not apply to the Operator.
- 2.2 The Operator shall adhere to its own Code of Conduct and related investigation procedures for suspected non-compliance and misconduct.

3 Customer Feedback Manual for Service Providers

- 3.1 The requirements for section 1.2, '*Customer Feedback Process*' under Annexure 4, Item (d), '*Customer Feedback Manual for Service Providers*', is amended to reflect the following:
- 3.1.1 The Operator is not required to record details of direct customer interactions into the Service Provider system.
- 3.1.2 The Operator is not required to comply with the requirements under section 1.2.4.1 for a monthly Direct Customer Contact Report.
- 3.1.3 Any reference to '*Commentline*' is to be construed to mean TransLink's '*CustomerLink*'.

4 TransLink Division Visual Identity Manual

- 4.1 The requirements for item (h), '*TransLink Division Identity Manual*' is amended to reflect the following:
- 4.1.1 Notwithstanding clause 22.8, the Operator shall include the TransLink logo on public notices.
- 4.1.2 Section 2.1, '*Branding Policy*' is amended so that the Operator's brand is not required to appear as a secondary brand (to the TransLink brand) on ad hoc public notices produced by the Operator.
- 4.1.3 The Operator is not required to seek approval from TransLink or its Marketing and Communications team for:
- (i) Ad hoc public notices; and
 - (ii) Notices, collateral and other marketing material related to Service improvements after the Commencement Date that have been fully funded by Council, subject to clause 22.8.

SCHEDULE 1

DEFINED AREA

(CLAUSE 9.3, 38.4)

The Defined Area is comprised of the Brisbane service contract area as outlined in Figure 1.

Figure 1: Brisbane Service Contract Area



SCHEDULE 2

SERVICES PLAN

(CLAUSE 6.1)

Part 1 – Minimum Service Levels (Urban and School Services)

For the purpose of this contract, the Services will comprise all those Scheduled Passenger Services described in the Route Summary Worksheet set out in **Annexure 1** (as amended and agreed from time to time to reflect any agreed changes to the Services in accordance with this contract).

[Note: Year 1 Route Summary Worksheet will be incorporated as Annexure 1 to this contract and represents the Services being provided as at 1 July 2019. Year 1 Route Summary Worksheet will be provided by the Operator by no later than 31 July 2019.]

The Route Summary Worksheet comprises both Urban Services and School Bus services operated by subcontractors of the Operator and Excluded Services that are subject to non-standard payment and revenue sharing rules as outlined in **Schedule 9** and **Schedule 16**.

The Services represent the Minimum Service Levels for the purposes of this contract.

Part 2 – Kilometres to be purchased

As at the Commencement Date, the Annual Service Kilometres and Base Kilometres are set out in Table 2.1 and Table 2.2 below.

Table 2.1: Annual Service Kilometres (Urban and School)

Kilometre Category	Total Kilometres
Annual Service Kilometres	Refer Route Summary Worksheet at Annexure 1

Table 2.2: Base Kilometres

The Base Kilometres are outlined below:

Kilometre Category	Total Kilometres
Base Kilometres (as at 1 April 2009)	

Not Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial aff

Page 18 redacted for the following reason:

Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial affairs

Released under RTI - DTMR

SCHEDULE 4

APPROVED VEHICLE REGISTER

(CLAUSE 18.2)

The Operator will provide an Approved Vehicle Register and update tables 4.1, 4.2 and 4.3 in the format outlined within **Annexure 2** on a quarterly basis.

The average age of the Vehicle fleet for the provision of Scheduled Passenger Services should not exceed 13 years. An average fleet age will not apply to those Vehicles that provide School Services.

The Operator will retain a sufficient spares ratio to deliver the agreed Route Summary Worksheet and maintain efficient operations.

[Note: Day 1 Fleet register to be incorporated as Annexure 2 to this contract].

Released under RTI-DPMR

SCHEDULE 5

VEHICLE ACQUISITION AND REPLACEMENT

(CLAUSE 18.5)

- 5.1 The parties will agree an Approved Acquisition and Replacement Schedule, including Tables 5.1, 5.3 and 5.4 in the format outlined within **Annexure 3**, in accordance with clause 18.5 on a quarterly basis.
- 5.2 The average age of the Vehicle fleet for the provision of Scheduled Passenger Services should not exceed 13 years. An average fleet age will not apply to those Vehicles that provide School Services.

[Note: First Quarter Approved Acquisition and Replacement Schedule to be incorporated as Annexure 3 to this contract].

SCHEDULE 6

TRANSLINK SCHOOL SERVICES BUSINESS RULES

(CLAUSE 8)

- 6.1 There is a whole-of-government requirement to provide transport services for students eligible under the School Transport Assistance Scheme (STAS). Further information regarding STAS is included in **Annexure 4**.
- 6.2 The Operator will provide School Services as outlined in the Route Summary Worksheet contained within **Annexure 1** and as outlined in **Schedule 2** (Service Plan).
- 6.3 The Operator will provide School Services in line with the School Transport Code of Conduct included in **Annexure 4**.

SCHEDULE 7

VEHICLE STANDARDS

(CLAUSE 17.1)

7.1 The Operator will ensure that:

- (a) all public passenger Vehicles used in the operation of Scheduled Passenger Services under this contract comply with the requirements of all applicable Acts, Regulations and Standards;
- (b) all public passenger Vehicles used in the operation of Scheduled Passenger Services under this contract are clean and tidy when performing the Services;
- (c) all seats (including squab, cushion, coverings or backing) of a public passenger Vehicle are clean with no holes or tears greater than 25mm;
- (d) to the extent practicable, uniform colours and patterns of materials covering the seats are used throughout a public passenger Vehicle. However, non-uniform colour or pattern of material covering a seat may be utilised while the original seat is being repaired;
- (e) chewing gum or rubbish is removed from the seats, floor, roof or side panels inside of the public passenger Vehicle as quickly as possible;
- (f) internal lighting is adequate at all times;
- (g) windows are to be clean and not scratched in any way that obscures vision or significantly reduces amenity. For these purposes, a window pane will be deemed to have excessive scratches if greater than 50% of its area is scratched in any way;
- (h) where incidences of graffiti have been detected, the public passenger Vehicle be withdrawn from the Services for repairs within 48 hours of detection subject to fleet constraints and service demands;
- (i) when graffiti is detected and deemed to be of an obscene nature, offensive nature, or racially motivated, the public passenger Vehicle is withdrawn at the end of that service and the graffiti removed;
- (j) the exterior of the public passenger Vehicle is kept clean from diesel exhaust grime, road grime, dust and dirt, unless there are adverse weather conditions or other reasonable constraints such as drought water restrictions;
- (k) body panels and paintwork that are unduly scratched or damaged so as to detract from the general appearance of the Vehicle are to be repaired within 21 days;

- (l) the use of the TMR's trademarks and trade names on public passenger Vehicles used in the operation of Scheduled Passenger Services under this contract complies with clause 21 of this contract.;
- (m) where possible, all public passenger Vehicles used in the operation of Scheduled Passenger Services under this contract display an illuminated destination sign that indicates each separate destination and the route number;
- (n) public passenger Vehicles used in the operation of a Scheduled Passenger Service are outfitted with a communication system and any other communication device as directed by TMR; and
- (o) the maximum age of Vehicles is 21 years, with the average age of the fleet being no greater than 13 years. An average fleet age will not apply to those vehicles that provide School Services.

SCHEDULE 8

INDEXATION

8.1 Indexation will be calculated on the basis and using factors as set out in Table 8.1.

Commencing in the 2019-20 Financial Year, annual indexation of WPI and CPI will be calculated and applied annually in July using the previous March to March data. Actual and no indexation cost category Indexation factors (as defined in Table 8.1) will be applied in accordance with **Schedule 9** (Contracts Payments & Pricing).

Fuel price funding is detailed in **Schedule 9** (Contracts Payments & Pricing).

The rise and fall adjustment to the contract sum will occur using the following formula:

$\sum (\text{cost category dollar value} \times (1 + \text{cost category indexation factor})) = \text{adjusted contract sum.}$

Table 8.1 Indexation

Indexation Method	Cost Category Indexation Factor
WPI	ABS Series 6345.0 Wage Price Index - Table 2b - Quarterly Index - Total hourly rates of pay excluding bonuses - Queensland - Private and Public - All industries for the March Quarter.
CPI	ABS Series 6401.0 Consumer Price Index, Table 1 – CPI: All Groups, Index (Brisbane) for the March Quarter.
Actual	TMR will fund actual expenditure on provision of acceptable evidence. The timing of settlement for each Cost Category is detailed in Schedule 9 .
No Indexation	No indexation will be provided by TMR.

SCHEDULE 9

CONTRACT PAYMENTS & PRICING

9.1 Contract Commencement

- a) Contract pricing consists of two components – the base Services and the CityGlider Services.
- b) The price for each of the Base Service and the CityGlider Services to apply from contract commencement is detailed in this **Schedule 9**.

9.2 Annual Service Contract Fee

At the end of each financial year, TMR and the Operator adjust the Annual Service Contract Fee based on the indexation methods outlined in Table 9.1, using the indexation rules outlined in **Schedule 8**. The agreed base funding will constitute the Annual Service Contract Fee for the following financial year.

Any permanent service changes approved and introduced during the existing financial year will be rolled into base funding for the following financial year.

Temporary and Trial Services will appear as separate line items (refer Table 9.1). Individual cost components of these services are also subject to Indexation as outlined in Table 9.2.

9.3 364 Adjustment

The Operator's financial year is either a standard 52 weeks (364 operating days) or 53 weeks (371 operating days) ending on the last Friday of June, as outlined Table 9.3.

To align the Operator's financial year with the days in each calendar year, an adjustment to the Base Services funding is outlined in Table 9.4.

An additional annual payment in the form of the 364 adjustment will remove the requirement to negotiate additional funding in future 53rd week years. Incremental funding for the Operator's additional week in a 53rd year is paid on a pro-rata basis in standard years. A retrospective 364 adjustment payment for the standard financial years 2017-18 and 2018-19 will be agreed prior to the signing of this contract, to be paid on a date to be agreed between the Operator and TMR. Note the next 53rd week year is 2022-23.

A Reduction Factor of 40% has been applied in recognition of approved service changes since 2009 which were costed using a 365-day quote.

Pages 26 through 27 redacted for the following reasons:

Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial affairs

Released under RTI - DTMR

Table 9.3: Annual Operating Days

The following table outlines the number of days in an Operator (TfB) standard year and 53rd week year, comprising 5-4-4 week quarters until quarter 4 of the 53rd week year, which is a 5-4-5 week quarter.

Standard Year		53rd Week Year	
Month	Operating Days	Month	Operating Days
July	35	July	35
August	28	August	28
September	28	September	28
October	35	October	35
November	28	November	28
December	28	December	28
January	35	January	35
February	28	February	28
March	28	March	28
April	35	April	35
May	28	May	28
June	28	June	35
Total	364	Total	371

Part Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial affairs

Pages 29 through 31 redacted for the following reasons:

Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial affairs

Released under RTI - DTMR

Table 9.5: Cost Model

Table 9.5 will be updated with the values in Table 9.6 which will be subject to Indexation in line with **Schedule 8**.

Commencement Date	<input type="text"/>			
Completion Date	<input type="text"/>	Days	365	Weekdays <input type="text"/>
				Saturdays <input type="text"/>
				Sundays * <input type="text"/>
OPERATIONAL DATA				*includes public holidays
Number of Rigid Vehicles Required	<input type="text"/>	Peak	<input type="text"/>	Off Peak <input type="text"/>
Number of Artic Vehicles Required	<input type="text"/>	Peak	<input type="text"/>	Off Peak <input type="text"/>
Number of Trips	<input type="text"/>	Per Year	<input type="text"/>	Per Day <input type="text"/>
Weekdays	<input type="text"/>		<input type="text"/>	
Saturday	<input type="text"/>		<input type="text"/>	
Sundays	<input type="text"/>		<input type="text"/>	
Total per Year	<input type="text"/>		<input type="text"/>	
	<input type="text"/>	In Service per year	<input type="text"/>	Total per year
Total Kilometres	<input type="text"/>		<input type="text"/>	
Bus Kilometres	<input type="text"/>		<input type="text"/>	
Weekday Total	<input type="text"/>		<input type="text"/>	
Weekday Bus Running Cost - Fuel	<input type="text"/>	Rate	<input type="text"/>	Cost \$ <input type="text"/>
Weekday Bus Running Cost - Maintenance	<input type="text"/>		<input type="text"/>	Cost \$ <input type="text"/>
Weekday In Service	<input type="text"/>		<input type="text"/>	
Saturday Total	<input type="text"/>		<input type="text"/>	
Saturday Bus Running Cost - Fuel	<input type="text"/>	Rate	<input type="text"/>	Cost \$ <input type="text"/>
Saturday Bus Running Cost - Maintenance	<input type="text"/>		<input type="text"/>	Cost \$ <input type="text"/>
Saturday In Service	<input type="text"/>		<input type="text"/>	
Sunday Total	<input type="text"/>		<input type="text"/>	
Sunday Bus Running Cost - Fuel	<input type="text"/>	Rate	<input type="text"/>	Cost \$ <input type="text"/>
Sunday Bus Running Cost - Maintenance	<input type="text"/>		<input type="text"/>	Cost \$ <input type="text"/>
Sunday In Service Kilometres	<input type="text"/>		<input type="text"/>	
TOTAL RUNNING COST				Cost \$ <input type="text"/>
Total Labour Hours				
Driver Paid Hours - Ord. Time	<input type="text"/>	Rate	<input type="text"/>	Cost \$ <input type="text"/>
Driver Paid Hrs - Penalty @ 150%	<input type="text"/>		<input type="text"/>	\$ <input type="text"/>
Driver Paid Hrs - Penalty @ 200%	<input type="text"/>		<input type="text"/>	\$ <input type="text"/>
Driver Paid Hrs - Penalty @ 250%	<input type="text"/>		<input type="text"/>	\$ <input type="text"/>
TOTAL DRIVER LABOUR COST				\$ <input type="text"/>
Support Staff Paid Hours - Ord. Time	<input type="text"/>	Rate	<input type="text"/>	Cost \$ <input type="text"/>
Support Staff Paid Hrs - Penalty @ 150%	<input type="text"/>		<input type="text"/>	\$ <input type="text"/>
Support Staff Paid Hrs - Penalty @ 200%	<input type="text"/>		<input type="text"/>	\$ <input type="text"/>
Support Staff Paid Hrs - Penalty @ 250%	<input type="text"/>		<input type="text"/>	\$ <input type="text"/>
TOTAL SUPPORT LABOUR COST				\$ <input type="text"/>
Meal Allowance	<input type="text"/>		<input type="text"/>	\$ <input type="text"/>
TOTAL VARIABLE OPERATING COST				\$ <input type="text"/>
Rigid Bus Ownership Cost incl (annual)	<input type="text"/>	Peak Buses	<input type="text"/>	Rate <input type="text"/>
Rigid Bus Ownership Cost incl (pro-rata)	<input type="text"/>		<input type="text"/>	Cost \$ <input type="text"/>
Rigid Admin Overhead Contribution (annual)	<input type="text"/>	Peak Buses	<input type="text"/>	Rate <input type="text"/>
Rigid Admin Overhead Contribution (pro-rata)	<input type="text"/>		<input type="text"/>	Cost \$ <input type="text"/>
Artic Bus Ownership Cost incl (annual)	<input type="text"/>	Peak Buses	<input type="text"/>	Rate <input type="text"/>
Artic Bus Ownership Cost incl (pro-rata)	<input type="text"/>		<input type="text"/>	Cost \$ <input type="text"/>
Artic Admin Overhead Contribution (annual)	<input type="text"/>	Peak Buses	<input type="text"/>	Rate <input type="text"/>
Artic Admin Overhead Contribution (pro-rata)	<input type="text"/>		<input type="text"/>	Cost \$ <input type="text"/>
TOTAL COST				\$ <input type="text"/>
Profit Margin		Rate %	<input type="text"/>	\$ <input type="text"/>
PRICE EXCLUDING GST				\$ <input type="text"/>
GST		Rate %	<input type="text"/>	\$ <input type="text"/>
TOTAL QUOTED PRICE				Price \$ <input type="text"/>

Page 33 redacted for the following reason:

Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial affairs

Released under RTI - DTMR

Part Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial affairs

9.10 CityGlider Services

(a) Annual Budget Process

Payment for the Blue City Glider is subject to an annual process whereby:

(i) In May each year the Operator sends TMR a forecast budget for the following Financial Year containing the monthly operational costs for the Blue CityGlider, in line with the publication of the ABS CPI and WPI quarterly indices for the relevant period for indexed items, and actual forecasts for other items;

(ii) The monthly operational costs are calculated by multiplying the payment rates (outlined in Table 9.10) by the forecast number of operational hours and kilometres. The below provides a summary of the payment practices for each cost category:

(i) Driver wages: As part of the annual process the Operator calculates day type specific weighted average driver labour rates and multiplies these rates by the forecast number of operational hours. The Driver wage rates are indexed

annually in accordance with the % movement in WPI (refer Table 9.10) and a weighted average driver labour rate is calculated – refer Table 9.8.

- (ii) Maintenance labour: Rates per kilometre are indexed according to WPI to determine the annual estimate – refer Table 9.10.
- (iii) Non-labour cost (fuel): An annual estimate is determined using the previous year actual fuel costs.
- (iv) Vehicle maintenance: Rates per kilometre for vehicle maintenance costs (with the exception of bus towing charges) are indexed according to CPI to determine the annual estimate – refer Table 9.10.
- (v) Fleet costs: Individual components within fleet costs are adjusted annually by agreement according to actual CityGlider forecasted expenditure. Subject to approval by TMR, the base estimate for bus operating lease is to be adjusted annually to account for bus replacements and changes in fleet financing costs.
- (vi) Other expenses: Individual components in the category of other expenses, and bus towing charges, are adjusted annually by agreement according to actual CityGlider forecasted expenditure.
- (vii) Revenue: CityGlider budget fare revenue will be adjusted annually according to actual CityGlider go card fare revenue provided by TMR for the current financial year.

9.11 Monthly Payment

Monthly Payment for the Blue CityGlider is subject to the Operator providing an invoice and operating statement to TMR with costs and revenue apportionment rules applied:

- (i) Operational costs: To facilitate payment of costs, the Operator submits a monthly invoice and operating statement to TMR that tracks the actual operational hours and kilometres against the forecast operational hours and kilometres. The Operator then multiplies the actual operational hours and kilometres by the relevant payment rates. For other items, actual expenditure for the month is tabled on the operating statement.
- (ii) Ticketing revenue: To facilitate sharing of ticketing revenue, TMR sends the Operator a monthly statement of the Blue CityGlider ticketing revenue.
- (iii) The monthly invoice claim is supported by the monthly operating statement which comprises 100% operating costs and 100% ticketing revenue. The Operator and TMR will share costs and revenue equally, such that TMR pays for 50% of the cost and provides the Operator with 50% of the ticketing revenue.

(iv) TMR shall also pay the Operator on a monthly basis for the Maroon CityGlider extension in accordance with Table 9.11.

9.12 Mobilisation Payments

The Operator will submit invoices from the external supplier of items in **Schedule 21** (Mobilisation Program). The ex GST amounts of partial invoices submitted and approved prior to the last day of the month will be included in the following Contract Payment, payable on the 15th day of the month.

[Table 9.7 is a snapshot of the Blue CityGlider Annual Budget for the 2019-20 Financial Year]

Released under RTI - DTMR

Pages 37 through 38 redacted for the following reasons:

Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial affairs

Released under RTI - DTMR

Table 9.9: Blue CityGlider Operating Days

The following table outlines the number of operating days in a Standard Year and 53rd week year, comprising 5-4-4 week quarters until Quarter 4 of the 53rd week year, which is a 5-4-5 week quarter.

Standard Year		53 rd Week Year	
Month	Operating Days	Month	Operating Days
July	35	July	35
August	28	August	28
September	28	September	28
October	35	October	35
November	28	November	28
December	28	December	28
January	35	January	35
February	28	February	28
March	28	March	28
April	35	April	35
May	28	May	28
June	28	June	35
Total	364	Total	371

Page 40 redacted for the following reason:

Part Refuse Sch.4 Part 4 s.7(1)(c) Business/commercial affairs

Released under RTI - DTMR

SCHEDULE 10

PERFORMANCE MANAGEMENT

(CLAUSE 5.1)

10.1 Performance Management Framework

The Performance Management Framework below outlines the Performance Measures that will apply during the term of the contract.

10.2 Interpretation

Unless defined in clause 38.4 of the contract, defined terms in **Schedule 10** have the following meaning:

Term	Definition
Authorised Delegate	A delegated representative who holds the relevant decision-making authority of the substantive position holder at the time of the meeting. Authorised Delegates must be nominated >24 hours prior to the meeting.
Congestion Offset (CO)	An adjustment factor (expressed as a percentage) to be calculated by TMR be reference to the Congestion Index to account for road traffic congestion affecting delivery of the network in the previous Reference Period.
Congestion Index	An index maintained by TMR based on the measurement of the actual speed and travel time of vehicles between data points on those parts of the road network that are relevant to the delivery of the network by the Operator.
Completed Trip	A Scheduled Trip that is not a Missed Trip.
Cure Plan	A detailed plan setting out all measures that the Operator proposes to take to permanently cure non-adherence to the relevant Compliance Target as soon as reasonably practicable.
Customer Experience Survey	A randomised survey routinely used by TMR to measure the customer experience of travelling on Urban Routes.
Data Audit	An audit completed by a suitably qualified independent auditor of the reliability of the Performance Data generated in the period no more than 12 months after the execution of this contract, and in subsequent years, no more than 12 months since the most recent previous audit, in accordance with the Data Audit Methodology.

Term	Definition
Data Audit Methodology	A methodology devised by an independent party to review the reliability of Performance Data for the purposes of the Data Audit.
Data Exclusion Factor	A percentage calculated under the Data Audit representing the probability that any Performance Data is not reasonably reliable for the purpose of assessing the Operator's performance.
Designated Measurement Points	The Transit Stops agreed by TMR and the Operator to be used to measure performance of a Route. A methodology to determine these points has been agreed between TMR and the Operator based on Route Type/Group.
Event Services	Services provided in respect of Special Events and Annual Recurring Events.
Lower On-Time Running Threshold (LOTT)	The Operator's actual On-Time Running Annual Rate for the previous Reference Period, less the relevant Congestion Offset.
Major (Dangerous) Defect	A defect that poses an imminent and serious safety risk if the vehicle was used on a road, but only if the defect is so severe that the vehicle must be fixed on site, or towed or carried from the point of inspection for repair. (Refer National Heavy Vehicle Regulator's Compliance and Enforcement Bulletin 4 available on the NHVR website)
Missed Trip	A Scheduled Trip (other than a Scheduled Trip to provide Event Services) that departed from the any of the first three Transit Stops outside the Missed Trip Departure Tolerance, or was cancelled prior to the Scheduled Start Time.
Missed Trip Departure Tolerance	The range of -10 and +50 minutes from the Scheduled Start Time of a Scheduled Trip.
On-Time Running Annual Rate (OTRAR)	The average of the On-Time Running Rates for all contract months within a Reference Period.
On-Time Running Rate	The total number of Designated Measurement Points that were traversed by contract vehicles that departed within the On-Time Running Tolerance, expressed as a percentage of all Designated Measurement Points on Completed Trips for that contract month.
On-Time Running Tolerance	The range of -0:59 and +6:59 from the Scheduled Departure Time at Designated Measurement Points.
Performance Data	The data used to measure a relevant Compliance Target.
Performance Management Index (PMI)	The total customer experience score calculated using the Customer Experience Survey for the relevant period.

Term	Definition								
Reference Period	A period of one Contract Year, as specified in the following table: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Reference Period</th> <th>Dates</th> </tr> </thead> <tbody> <tr> <td>Reference Period 1 (Base)</td> <td>1 July 2019 – 30 June 2020</td> </tr> <tr> <td>Reference Period 2</td> <td>1 July 2020 – 30 June 2021</td> </tr> <tr> <td>Reference Period 3</td> <td>1 July 2021 – 30 June 2022</td> </tr> </tbody> </table>	Reference Period	Dates	Reference Period 1 (Base)	1 July 2019 – 30 June 2020	Reference Period 2	1 July 2020 – 30 June 2021	Reference Period 3	1 July 2021 – 30 June 2022
Reference Period	Dates								
Reference Period 1 (Base)	1 July 2019 – 30 June 2020								
Reference Period 2	1 July 2020 – 30 June 2021								
Reference Period 3	1 July 2021 – 30 June 2022								
Route	A specified course taken by a contract vehicle between a point of origin and a final destination via established Transit Stops.								
Scheduled Departure Time	The time published in the timetable to depart Transit Stops on a relevant Route.								
Scheduled Start Time	The time published in the timetable to depart the first Transit Stop on a relevant Route.								
Scheduled Trip	A one-way trip performed by a contract vehicle between the point of origin and final destination of a Route in accordance with a Timetable.								
Timetable	The published list of Scheduled Trips (including Transit Stops) on a particular Route.								
Transit Stop	A designated location along a Route for a contract vehicle to set down or pick up passengers.								
Urban Routes	Routes on which Urban Services are operated.								

10.3 Performance Measures

Performance Measure 1	Missed Trips – Urban Routes		
Objective	This measure aims to ensure that the Timetable of Scheduled Trips are delivered. Reporting will identify cancelled trips, and those not commenced within the timeframe specified.		
Compliance Target	No more than 0.5% Missed Trips in a contract month Measurement Points: means the first three Transit Stops. Missed Trip Departure Tolerance: -10 + 50 minutes from Scheduled Start Time. Event Services are excluded from Missed Trip calculations.		
Reporting	Reporting responsibility	TMR	Frequency Monthly
	Measurement Responsibility	TMR	Monthly

Performance Measure 1	Missed Trips – Urban Routes		
Monthly Calculations	Formula	Missed Trips % = (Number of identified Missed Trips x Data Exclusion Factor)/number of Scheduled Trips	
	Data	Data item	Description/definition
		netBI reporting	netBI reports will incorporate the following data: <ul style="list-style-type: none"> • AVL (NextBus) • B3 (NextFare) • Telematics
Annual Calculations	Data Exclusion Factor	Data Audit	For each Reference Period, a Data Exclusion Factor will be calculated in line with the results of the Data Audit and applied as per the formula for each contract month. The Data Exclusion Factor will be fixed at 1 July of each Reference Period and remain in place until the following 30 June.
Non-Compliance Treatment	Cure Plan	Trigger	>0.5% Missed Trips over two (2) consecutive Contract Months
Presentation	Presentation method	netBI report	
	Reporting frequency	Monthly	
Commencement	Timeframe for Commencement	Conditional upon implementation of telematics on entire fleet (refer Schedule 21 - Mobilisation Program)	

Performance Measure 2	On-Time Running – Urban Routes		
Objective	This measure aims to ensure that Completed Services run to the Timetable as scheduled.		
Compliance Target	An On-Time Running Rate greater than, or equal to the Lower On-Time Running Threshold as measured over the previous Reference Period (≥ LOTT) in a contract month. Event Services and Missed Trips are excluded from On Time Running calculations.		
Reporting	Reporting objective	Measure the On-Time Running Rate in each contract month.	
	Reporting responsibility	TMR	Frequency Monthly
	Measurement Responsibility	TMR	Monthly
Monthly Calculations	Formula	On-Time Running Rate = Number of Designated Measurement Points traversed within the On-Time Running Tolerance on Completed Trips / Total number of Designated Measurement Points on Completed Trips (%)	

Performance Measure 2	On-Time Running – Urban Routes			
		Data item name	Description/definition	Data Source
	Data	netBI reporting	netBI reports will incorporate the following data: <ul style="list-style-type: none"> • AVL (NextBus) • B3 (NextFare) • Telematics • HASTUS 	TMR
Annual Calculations	Calculation of LOTT	Reference Period 1 (Base)	There will no LOTT for Reference Period 1 (Base)	TMR
		Reference Period 2	LOTT = (The Operator's actual On-Time Running Annual Rate for Reference Period 1 (Base)) – CO The LOTT will be fixed at 1 July of each Reference Period and remain in place until the following 30 June.	TMR
		Reference Periods 3-4	LOTT = (LOTT for previous Reference Period) – CO The LOTT will be fixed at 1 July of each Reference Period and remain in place until the following 30 June.	TMR
	Congestion Offset (CO)	Congestion Index	For each Reference Period, an adjustment factor will be applied to account for road congestion on the network. The CO will be fixed at 1 July of each Reference Period, and remain in place until the following 30 June.	TMR
Commencement	Measuring Base Data (Reference Period 1)	1 July 2019		
	Measuring Compliance	1 July 2020		
Non-Compliance Treatment	Cure Plan	Trigger	On-Time Running Rate >1 standard deviation below LOTT in a contract month.	
Presentation	Presentation method	netBI report		
	Reporting frequency	Monthly		

Performance Measure 3	Customer Experience – Urban Routes							
Objective	<p>This measure aims to ensure a high and consistent level of customer experience in the delivery of Urban Services by the Operator.</p> <p>The Operator's performance will be assessed against those attributes which are deemed to be within its control. Specifically:</p> <ul style="list-style-type: none"> • Ride comfort; • Onboard comfort; • Cleanliness; • Experience with staff; and • Accessibility of the vehicle. 							
Compliance Target	<p>The Performance Management Index (PMI) tabled in the same quarter of the previous year. For example, the current Quarter 1 score will be compared with the Quarter 1 score of the previous year. Scores are subject to Statistical Significance Testing – refer Notes.</p>							
Reporting	Reporting objective	Measure and report the performance result for customer experience achieved using a Customer Experience Survey.						
	Reporting responsibility	TMR	Frequency Quarterly					
	Measurement Responsibility	TMR	Quarterly					
Calculation	Formula	A comparison of current quarter's Performance Management Index (significance tested) and the Compliance Target.						
	Data	<table border="1"> <thead> <tr> <th>Data item name</th> <th>Description/definition</th> <th>Data Source</th> </tr> </thead> <tbody> <tr> <td>Customer Experience Survey</td> <td>Survey results outlining scores in relative areas, with a total score representing overall performance. Only total score is used for measurement of customer experience and this total score is the Performance Management Index for the relevant period.</td> <td>TMR</td> </tr> </tbody> </table>	Data item name	Description/definition	Data Source	Customer Experience Survey	Survey results outlining scores in relative areas, with a total score representing overall performance. Only total score is used for measurement of customer experience and this total score is the Performance Management Index for the relevant period.	TMR
Data item name	Description/definition	Data Source						
Customer Experience Survey	Survey results outlining scores in relative areas, with a total score representing overall performance. Only total score is used for measurement of customer experience and this total score is the Performance Management Index for the relevant period.	TMR						
Non-Compliance Treatment	Cure Plan	Trigger	PMI trending downwards over two (2) consecutive quarters					
Presentation	Presentation method	Survey results in a quarterly Customer Experience report provided by TMR.						
	Reporting frequency	Quarterly						
Notes	<p>A revised Customer Experience Survey is due for release in Quarter 3, 2018-2019.</p> <p>Statistical Significance Testing - Undertaking statistical significance testing between service attribute over two time periods is the technique that examines the actual difference between the two mean scores. This technique takes into account the variability of all individual responses that contribute to the mean.</p> <p>The less variability there is in a set of responses, the more accurate an estimate the mean score is considered to be, and the smaller the difference over two time periods has to be, to be considered significant. For example, a difference of 5 percentage points may be significantly different in one scenario, while in another this difference may be caused solely by the fact that this is a survey rather than a census.</p>							

Performance Measure 4	Customer Safety – Contract Vehicle Maintenance		
Objective	This measure aims to ensure consistent and high-quality contract vehicle standards are maintained across the network to ensure the safety of all customers.		
Compliance Target	No Major (Dangerous) Defects in the reporting period		
Reporting	Reporting objective	Measure the number of Major (Dangerous) Defects identified through regular and random vehicle inspections performed by TMR.	
	Reporting responsibility	TMR	Frequency Monthly
	Measurement Responsibility	TMR	Monthly
Calculation	Formula	Number of Major (Dangerous) Defects identified by transport inspectors during the contract month.	
	Data	Data item name Report from TMR Regional Office	Description/definition List of defects Data Source TMR
Non-Compliance Treatment	Cure Plan	Trigger	>0 Major (Dangerous) Defects identified in a contract month
Presentation	Presentation method	Report produced by TMR	
	Reporting frequency	Monthly	

Performance Measure 5	Reporting		
Objective	This measure aims to ensure all agreed reports are available to TMR within the agreed timeframe.		
Compliance Target	100% reporting on time to agreed standards. Any report which has material errors will be deemed not to have been received until a correct version is available.		
Reporting	Reporting objective	Measure the number of reports not delivered within agreed timeframes and to agreed standards.	
	Reporting responsibility	Operator	Frequency Quarterly
	Measurement Responsibility	TMR	Quarterly
	Data	Data item name See below	Description/definition See below Data Source Operator
Non-Compliance Treatment	Cure Plan	Trigger	>2 late reports within a quarter

Performance Measure 5	Reporting		
Presentation	Presentation method	Compliance Report	
	Reporting frequency	Monthly, Quarterly and as required by TMR.	
Notes	Reporting requirements:		
	Component	Details	Timeframes
	Fleet Registers	<ul style="list-style-type: none"> Approved Vehicle Register – Schedule 4 (Clause 18.2) Vehicle Acquisition and Replacement Schedule – Schedule 5 (Clause 18.5) 	Quarterly
	Incident Reporting	<ul style="list-style-type: none"> Vehicle Breakdown Property Damage Injuries Sustained En Route Medical Emergencies En Route Driver Assaults Passenger Assaults Other Incidents 	Monthly
	HASTUS Data	<ul style="list-style-type: none"> High level network data – Total kilometres, total hours, peak vehicle requirement Operator Scheduling Business Rules Operator Route report Operator Statistics_By_VSC Operator Statistics_By_Duty_Type Operator Driver time cards by depot by day type Operator Network Scheduling – Working timetables – Weekday Operator Network Scheduling – Working timetables - Saturday Operator Network Scheduling – Working timetables - Sunday 	As required
NextBus Data	<ul style="list-style-type: none"> Weekly CUBIC NextBus real time data Operator trip list (reconciliation) 	As required	

Performance Measure 6	Governance and resourcing			
Objective	This measure aims to ensure adherence to an agreed meeting schedule with appropriate representation.			
Definition	This measure will monitor the adherence to an agreed meeting schedule. The agreed meeting schedule will specify minimum meeting attendance for decision making.			
Compliance Target	<25% non-attendance at as per schedule calculated annually			
Reporting	Reporting responsibility	TMR and Operator		Frequency Annually
	Measurement Responsibility	TMR		Monthly
Calculation	Formula	Number of scheduled meeting attendees / Number of actual meeting attendees		
	Data	Data item name	Description/definition	Data Source
		Meeting attendees	Number of agreed attendees and Authorised Delegates.	TMR
Non-Compliance Treatment	Cure Plan	Trigger	Failure to meet compliance target calculated at the end of each financial year.	
Presentation	Presentation method	Meeting attendance report		
	Reporting frequency	Annually		
Notes	Annual Meeting Schedule:			
	Meeting type	Attendees - Operator	Attendees - TMR	Frequency
	Executive	TBC	Executive Director (PT Contracts) Director (SEQ Contracts)	Quarterly
	Contracts Finance Operations	TBC	Principal Advisor (Contracts) Manager (Contracts Finance)	Monthly
	Network Planning Scheduling	TBC	Director (Service Planning) Manager (Service Planning) Senior Service Planners Principal Advisor (Contracts)	Monthly
	Marketing Communications	TBC	Manager (Communications) Principal Advisor (Contracts)	Bi-monthly
Adherence to the agreed meeting schedule will be determined at role level (including Authorised Delegates).				

SCHEDULE 11

MANAGEMENT INFORMATION

(CLAUSE 20.1)

The Operator will provide TMR with the following management information, in the format and within the timeframes specified by TMR from time to time.

11.1 Monthly Performance Report

- (a) The Operator must provide such monthly performance reports at such times and in such formats as required by the Performance Management Framework.

11.2 Ticketing

- (a) The Operator must take all reasonable actions necessary to ensure that the electronic ticketing system is operational at all times during the provision of the Services.
- (b) The Operator must comply with the TransLink Integrated Ticketing and Fares Policy Manual and ensure that all Operator personnel are familiar with any TransLink Ticketing Advices.
- (c) The Operator must ensure that all Operator personnel are trained in according with the Ticketing Equipment Driver Training Manual.
- (d) Ticketing data will not be commercial-in-confidence.

11.3 Revenue Management & Reconciliation

- (a) The Operator must ensure that all Operator personnel comply with the TransLink Revenue Protection Policy.

11.4 Incident Reporting

- (a) The Operator must provide Incident Reporting in such formats as required by the Performance Management Framework.

SCHEDULE 12

**INFORMATION FROM OFFER AND EVALUATION PROCESS FOR
AN INTEGRATED MASS TRANSIT SERVICE CONTRACT FORMING
PART OF THIS CONTRACT**

Not applicable.

Released under RTI - DTMR

SCHEDULE 13

TICKET STOCK PROVIDED BY OPERATOR

(CLAUSE 14.3)

Not applicable

Released under RTI - DTMR

SCHEDULE 14

SPECIAL EVENTS AND ANNUAL RECURRING EVENTS

(CLAUSES 10.1 AND 10.3)

14.2 The parties acknowledge that the Operator has contractual obligations to provide services for Special Events occurring at Suncorp and Woolloongabba Stadiums. The interaction between services provided as part of **Schedule 2** (Services Plan), **Schedule 16** (Excluded Services and Assets) and Special Event services is to be governed in accordance with clause 9.6.

14.3 The Operator will provide additional services to cater for Annual Recurring Events. The Operator will be paid for Annual Recurring Events in line with **Schedule 9** (Contract Payments & Pricing).

14.4 Co-operative Approach Objectives

The objective sought to be achieved through a co-operative approach to Special Events and Annual Recurring Event services are as follows and such other objectives as may be agreed by the parties in writing, from time to time:

- (a) value for money;
- (b) high quality delivery;
- (c) prompt and timely negotiations with the event organiser and/or facility manager;
- (d) coordinated, seamless and integrated transport solution;
- (e) optimum strategic operational planning for delivery of Special Events and Annually Recurring Event services;
- (f) minimum impact or burden on Scheduled Passenger Services; and
- (g) for Scheduled Passenger Services, express recognition of any revenue agreed to be foregone by TMR.

SCHEDULE 15

EQUIPMENT SUPPLIED BY TMR

- 15.1 TMR will provide the Operator Ticketing Equipment including (but not limited to) Driver Console Units, smartcard readers and sign on cards to log in to Driver Console Units or other Ticketing Equipment provided from time to time.
- 15.2 The Operator will comply with TMR policies, plans, manuals and Guidelines that relate to the maintenance and operation of the Ticketing Equipment as outlined in **Annexure 4**.
- 15.3 TMR will also provide the Operator the following software packages:
- (a) NextBus;
 - (b) NextFare;
 - (c) Hummingbird (confirm); and
 - (d) CustomerLink.

SCHEDULE 16

EXCLUDED SERVICES AND ASSETS

(CLAUSE 9.6)

16.1 The Excluded Services are:

- (a) Blue CityGlider (West End to Teneriffe Ferry via City/Valley). The unique payment practices and revenue sharing arrangements for the Blue CityGlider are outlined in **Schedule 9** (Contract Payments & Pricing);
- (b) Maroon CityGlider (Ashgrove Shops to Langlands Park via City);
- (c) Spring Hill - City Loop;
- (d) Red Inner City circle clockwise and anticlockwise;
- (e) route 391 (Kelvin Grove and Gardens Point Campus);
- (f) Special Event services to the Brisbane Cricket Ground (The "Gabba") and Suncorp Stadium; and
- (g) other services provided by the Operator to major venues and for events.

16.2 The Excluded Assets are:

- (a) the Eagle Farm Bus Depot; and
- (b) the Sherwood Bus Depot.

SCHEDULE 17

APPROVED SUBCONTRACT ARRANGEMENTS

(CLAUSE 29.7)

The approved subcontract arrangements includes:

- a. Hornibrook Transit Management, subcontract for the provision of Bus Services in the Bracken Ridge, Deagon and Brighton Areas; and
- b. South West Transit, subcontract for the provision of Bus Services in the Inala Area.

The Services operated by these subcontractors are listed in **Schedule 2** (Services Plan).

SCHEDULE 18

TRANSLINK LIVERY



Livery Specification

Painted, or printed on weatherproof vinyl stickers

1. **Centre back** – TransLink logo (logo colour option may vary – dependent on contract vehicle livery guidelines).
2. **Centre front** – TransLink logo (logo colour option may vary – dependent on contract vehicle livery guidelines).
3. **Bottom left back** – TransLink contact details (arranged left – first line phone number and second line website).
4. **Driver side top front** – Operator logo.
5. **Passenger side top front** – Operator logo.
6. **Driver side below driver window** – Queensland Government logo.
7. **Passenger side adjacent to door** – Queensland Government logo.
8. **Driver side top rear** – TransLink logo and contact details (TransLink logo first followed by website and phone number).
9. **Passenger side top rear** – TransLink logo and contact details (TransLink website and phone number followed by TransLink logo).
10. **Passenger side and driver side of contract vehicle (rear end)** – TransLink ellipse graphic element.

SCHEDULE 19

SERVICE DELIVERY KEY MILESTONES AND TIMEFRAMES FOR TRANSPORT FOR BRISBANE SERVICE IMPLEMENTATION

In order to ensure TMR minimum standards of customer notification are met for service changes. It is imperative that the Operator provide the below information in the given timeframes. Failure to meet these timeframes may result in the delay of service implementation at TMR's discretion.

Information / Action required	Timeframe
Business Case in Schedule 20 (including relevant route maps, draft timetables and cost estimate) submitted to TransLink, for approval in principle	14 weeks prior to implementation
Interim Cost Model, including Hastus crew and vehicle statistics by depot, submitted to TransLink for approval	8 weeks prior to implementation
TransLink to approve the service change in writing, subject to provision of final costs	6 weeks prior to implementation
Transport for Brisbane HASTUS data transferred into TransLink HASTUS to update the Journey Planner Transport for Brisbane to provide Final Cost Model	4 weeks prior to implementation
Advise Queensland Rail and relevant rail station masters of bus timetable changes for dedicated bus/rail services, when applicable	3 weeks prior to implementation
Passenger alerts installed at bus stops	3 weeks prior to implementation
PDF of final handheld timetable submitted to TransLink to upload to TransLink website	4 weeks prior to implementation
Handheld timetables printed and available from the TransLink and BCC distribution channels	2 weeks prior to implementation
Generation of stop specific timetables for Transport for Brisbane network (TransLink to generate and send shared stop specific timetables). Installation of stop specific timetables with new effective date	May commence 1 week prior to service change and completed by first service on day of service implementation
Electronic destination signs on buses updated to reflect new route numbers and destinations	Day of service change
Hastus data provided to Cubic and NetBI directly by the Operator	Weekly
Hastus data provided to Brisbane City Council I-Division to update e-bimap and i-bimap	1 weeks after implementation
Hastus Route Summary Worksheet submitted to TransLink to update Schedule 2 of the Contract	2 weeks after implementation

SCHEDULE 20

SERVICE CHANGE PROPOSAL BUSINESS CASE

Means the TMR procedure of that name referred to in Annexure 4.

Released under RTI - DTMR

SCHEDULE 21

MOBILISATION PROGRAM

Clause	Mobilisation Activity	Date
1.3	<p>Retrofit existing vehicles with a telematics system, subject to the following conditions</p> <ul style="list-style-type: none">- Upon the approval of costs by TMR, TMR will provide funding for a telematics system installed on all vehicles undertaking Services.- TMR will provide funding for a telematics system and maintenance associated with the chosen system. The cost per unit and associated maintenance will be dependent on the supplier chosen by the Operator.- TMR will provide funding for a telematics system with specifications outlined in Annexure 4. If the Operator chooses to invest in additional capabilities, beyond the specification outlined in Annexure 4, then the Operator must pay for these independently.	<p>The following Depots to be completed by 30 June 2020:</p> <ul style="list-style-type: none">- Carina- Eagle Farm <p>All remaining depots to be completed by 30 June 2021.</p>

INTEGRATED MASS TRANSIT SERVICE CONTRACT

dated [Note: Date to be inserted at execution]

between

THE STATE OF QUEENSLAND

acting through the **Department of Transport and Main Roads**

and

BRISBANE CITY COUNCIL

being a body corporate created under the *City of Brisbane Act 2010* (Qld)

and trading as Transport for Brisbane

Released under RTI - DTMR

{ THIS PAGE INTENTIONALLY BLANK }

TABLE OF CONTENTS

1. TERM AND OPTION FOR RENEWAL	12
1.1 Term	12
1.2 Option for Renewal	12
1.3 Mobilisation Program	12
2. INTERACTION BETWEEN CONTRACT AND ACT	13
2.1 Service contract	13
2.2 Contract subject to Act	13
2.3 Not a contract of service	13
2.4 Reasonable actions.....	13
3. OPERATOR'S STATUS AND EXCLUSIVITY	13
3.1 No agency	13
3.2 No exclusivity	13
3.3 TMR may grant rights or benefits to others.....	14
3.4 Brisbane City Council Funding.....	14
4. OPERATOR'S OBLIGATIONS	14
4.1 The Services	14
4.2 The Services to be provided safely and reasonably	14
4.3 Reasonable actions.....	14
4.4 Compliance with laws.....	14
4.5 Driver Instruction	15
5. PERFORMANCE MANAGEMENT	15
5.1 Performance Management Framework	15
5.2 Change to Performance Management Framework.....	15
5.3 Performance Reporting.....	16
5.4 Performance Administration Fee	16
5.5 Performance Issues.....	16
6. THE SERVICES	16
6.1 Minimum Service Levels	16
6.2 Base kilometres.....	17
6.3 Business continuity management	17
6.4 Business continuity plans.....	17
7. PURCHASE OF ANNUAL SERVICE KILOMETRES	17
7.1 TMR to purchase Annual Service Kilometres	17
7.2 TMR may alter mix or quantity of Annual Service Kilometres.....	17
7.3 TMR may incorporate increase in Annual Service Kilometres into Base Kilometres	17

8.	SCHOOL SERVICES (OPERATOR'S DISTRICT SERVICES).....	18
8.1	School Services	18
8.2	School Transport Assistance Scheme	18
8.3	Compliance with the TransLink School Services Business Rules	18
8.4	Service Planning Cycle	18
8.5	Service Expansion and Contraction.....	18
9.	ADDITIONAL SERVICES.....	19
9.1	Additional Services.....	19
9.2	Operator's entitlement to be offered additional kilometres of services	19
9.3	Services within the Defined Area	19
9.4	Cross-area services	20
9.5	General provisions	21
9.6	Excluded Services.....	21
10.	SPECIAL EVENTS.....	22
10.1	TMR retains rights to Special Events.....	22
10.2	Engaging the Operator	22
10.3	Co-Operative Approach	23
11.	REDUCTION IN NUMBER OF KILOMETRES PURCHASED	23
11.1	Reduction in Annual Service Kilometres.....	23
11.2	Reallocation of Additional Kilometres	24
12.	PAYMENTS AND PRICING	24
12.1	Payments conditional on provision of the Services	24
12.2	Monthly payments	25
12.3	Not Used	25
12.4	Excess Kilometres.....	25
12.5	Errors.....	25
12.6	Monies payable	25
12.7	Set-off.....	26
12.8	Payment not evidence	26
12.9	Interest on Late Payment.....	26
12.10	Adverse Effect	26
13.	NETWORK PLANNING AND SERVICE CHANGES.....	27
13.1	Service Delivery Program	27
13.2	Design of routes and timetables	27
13.3	Minor Service Changes proposed by the Operator	27
13.4	Minor Service Changes proposed by TMR.....	28
13.5	Major Service Changes proposed by the Operator	28
13.6	Major Service Changes proposed by TMR.....	28

13.7	Urgent Service Changes	29
13.8	Consultation	30
13.9	Review of Service Changes	31
14.	TICKETING AND FARES.....	31
14.1	Operator to charge fares on behalf of TMR	31
14.2	TMR to provide Ticket Stock.....	32
14.3	Operator's responsibility for Ticket Stock.....	32
14.4	Supply arrangements	32
14.5	Reimbursement.....	32
14.6	Revenue property of TMR.....	32
14.7	Operator responsible for monies.....	32
14.8	Remittance and reconciliation of monies	32
14.9	Non-Functioning Electronic Ticketing System	33
14.10	Fare Revenue Protection Measures	33
15.	TICKETING EQUIPMENT AND SOFTWARE	34
15.1	Software	34
15.2	Third party contract acknowledgement	35
15.3	Use of Ticketing Equipment and Software.....	35
15.4	Ownership.....	35
15.5	Obligations in Respect of Ticketing Equipment and Software	35
15.6	Asset Tracking	35
15.7	Notification of the Ticketing Contractor	36
15.8	Operator not to withhold information.....	36
15.9	Testing.....	36
15.10	Operator access to TMR patronage and ticketing data	36
15.11	Return of Ticketing Equipment	36
15A	ACCESS	37
15A.1	Permitting Access	37
15A.2	Access plan.....	38
15A.3	Compliance with access plan.....	38
15A.4	Indemnity.....	38
15B	TRAINING	38
16.	MAINTENANCE OF TICKETING EQUIPMENT	39
16.1	Maintenance of ticketing equipment	39
17.	VEHICLE AND OPERATOR AND DRIVER STANDARDS	40
17.1	Vehicle Standards Schedule.....	40
17.2	Vehicle Maintenance.....	40
17.3	Equipment and Services	40

17.4	Operator accreditation and driver authorisation.....	40
17.5	Driver standards.....	41
18.	APPROVED VEHICLE REGISTER AND FLEET ACQUISITION AND REPLACEMENT	41
18.1	Fleet availability.....	41
18.2	Approved Vehicle Register.....	41
18.3	TMR approval required for replacement, withdrawal or acquisition of Vehicle.....	42
18.4	Replacement of Vehicle not in Approved Vehicle Register	42
18.5	Vehicle Acquisition and Replacement Schedule.....	42
18.6	Funding for Vehicle replacement	43
18.7	Additional Vehicles.....	43
18.8	Funding for additional Vehicles.....	43
18.9	Operator to notify TMR of replacement.....	43
18.10	Vehicle Standards and Guidelines.....	43
18.11	Average age requirements.....	44
18.12	Maximum age of Vehicle.....	44
18.13	Purchase of Vehicle above standard	44
18.14	TMR's Option to Purchase new or Replacement Buses.....	44
19.	FINANCIAL ASSISTANCE	45
19.1	Eligibility for financial assistance.....	45
19.2	Compliance with Guidelines.....	45
19.3	Evidence of compliance with Guidelines.....	45
19.4	Repayment of financial assistance	45
19.5	Non-compliance with Guidelines.....	45
19.6	Liquidated debt.....	45
19.7	Failure to repay financial assistance.....	46
19.8	GST.....	46
20.	MANAGEMENT INFORMATION.....	46
20.1	Operator to provide information	46
20.2	Audit and Inspection.....	46
20.3	Format of information	47
20.4	Operator to keep and provide records of performance.....	47
20.5	Provision of information and Performance Management Framework	47
20A	INTELLECTUAL PROPERTY RIGHTS.....	47
20A.1	TransLink Logo	47
20A.2	Operator Logo	47
20A.3	Licence to use Logos	47
20A.4	Operator's Documents	48
20A.5	TMR's Documents.....	48

20A.6	Route Design and Timetables.....	48
21.	TMR AND OPERATOR IDENTITY	48
21.1	Operator's Vehicles and TransLink Logo.....	48
21.2	Requests regarding trademarks and trade names	48
21.3	Operator may use TransLink Logos.....	48
21.4	Consent of TMR required.....	49
21.5	Promotional and other materials	49
21.6	Livery.....	49
21.7	Advertising.....	49
22.	TMR MARKETING AND COMMUNICATIONS.....	50
22.1	Strategy and campaigns	50
22.2	Operator to cooperate in marketing	50
22.3	Marketing by Operator	50
22.4	Public communication and access.....	50
22.5	Operator to cooperate	51
22.6	TMR to provide materials and training.....	51
22.7	TMR information.....	51
22.8	Media Communication	51
23.	CUSTOMER SERVICE AND CUSTOMER INFORMATION.....	52
23.1	Production of timetables.....	52
23.2	Timetable availability.....	53
23.3	Availability of other timetables.....	53
23.4	Service information	53
23.5	TransLink Information Services	53
23.6	Not Used	53
23.7	Internet information	53
23.8	Website information	54
23.9	Lost property	54
23.10	Complaints	54
24.	CONTRACT REVIEW.....	54
24.1	Midterm review.....	54
24.2	Annual reviews.....	55
24.3	Operator to co-operate.....	55
25.	FORCE MAJEURE.....	55
25.1	Events of Force Majeure	55
25.2	Operator's Transport System	56
26.	TERMINATION OF CONTRACT	56
26.1	Rights of amendment, suspension or cancellation	56

26.2	Compensation for Termination.....	58
26.3	Conditions of this Contract.....	58
26.4	Termination by the Operator.....	58
27.	DISPUTE RESOLUTION.....	58
28.	TRANSFER AND SURRENDER OF CONTRACT.....	60
28.1	Transfer.....	60
28.2	Surrender.....	60
28.3	Consequences of surrender.....	60
28.4	Approval of TMR.....	60
28.5	Requests for TMR approval.....	60
29.	SUBCONTRACTING.....	60
29.1	Consent required to subcontract.....	60
29.2	Copy of proposed subcontract to be provided.....	61
29.3	TMR's rights under subcontract.....	61
29.4	Termination of subcontract.....	61
29.5	Requests to subcontract.....	62
29.6	Existing subcontracts.....	62
29.7	Contact with Subcontractors.....	62
29.8	Driver Wages Parity.....	62
29A	CHANGE OF SHAREHOLDING.....	63
29A.1	TMR consent required.....	63
29A.2	Substantial change.....	63
30.	CONFIDENTIALITY, PRIVACY AND MAINTENANCE OF RECORDS.....	63
30.1	Keep confidential.....	63
30.2	Exceptions to confidentiality.....	64
30.3	Operator to comply with TMR's Privacy Scheme.....	64
30.4	Operator to be provided with information concerning TMR's Privacy Scheme.....	64
30.5	Maintenance of records.....	64
31.	REPRESENTATIONS AND WARRANTIES.....	64
31.1	Representations and warranties to be true.....	64
31.2	Warranty of authority.....	65
31.3	Power of attorney.....	65
31.4	No oral or written warranties.....	65
32.	OPERATOR INDEMNITY AND INSURANCE.....	65
32.1	Indemnity.....	65
32.2	Insurance.....	66
32.3	Increased coverage.....	66
32.4	Terms of insurance.....	67

32.5	Evidence of insurance	67
32A	TMR INDEMNITY	67
32B	INDEMNITY NOT DEFEATED	67
32C	RELEASE.....	67
33.	COSTS AND TAXES.....	68
33.1	Contract costs	68
33.2	Taxes and Duties	68
34.	GST.....	68
34.1	Definitions.....	68
34.2	Payments expressed as GST exclusive	69
34.3	Costs and expenses expressed as GST exclusive.....	69
34.4	GST payable	69
34.5	Parties to exchange information	69
34.6	Parties to register for GST	69
34.7	Operator to issue tax invoices.....	69
34.8	Fare remittances	69
35.	CHOICE OF LAW AND JURISDICTION	70
35.1	Choice of law.....	70
35.2	Jurisdiction	70
36.	NOTICES.....	70
36.1	Addresses for notices.....	70
36.2	Receipt after posting	71
36.3	Other communications	71
37.	GENERAL PROVISIONS.....	71
37.1	Compliance with Legislative Requirements	71
37.2	Time of essence.....	71
37.3	Successors.....	71
37.4	Counterparts	71
37.5	Entire agreement.....	71
37.6	Breach of contract schedule.....	71
37.7	Variations and waivers to be in writing.....	72
37.8	Waiver	72
37.9	Joint and several obligations.....	72
37.10	Limitation of Liability.....	72
37.11	Authority to complete dates.....	72
37.12	Further assurances	73
37.13	Survival of Clauses	73
38.	INTERPRETATION AND DEFINITIONS	73

38.1 Interpretation 73
38.2 Resolving inconsistencies 74
38.3 Definitions in Act to apply 74
38.4 Contract Definitions 74

Released under RTI - DTMR

THIS CONTRACT is made this

day of

2019.

BETWEEN: **STATE OF QUEENSLAND** acting through the **Department of Transport and Main Roads** ABN 13 407 690 291 of 61 Mary Street, Brisbane in the State of Queensland

("TMR")

AND: **BRISBANE CITY COUNCIL** ABN 72 002 765 795 trading as Transport for Brisbane, of Level 14, Brisbane Square, 266 George Street, Brisbane in the State of Queensland

(the "Operator")

RECITALS

- A.** TMR is responsible under the Act for planning, purchasing and delivering Scheduled Passenger Services in Queensland.
- B.** Prior to the commencement of this contract, the Operator provided certain Scheduled Passenger Services by Bus within the Defined Area under an IMT Service Contract with TMR that expired at midnight on 24 June 2019.
- C.** TMR invited the Operator to offer to continue to provide the relevant Scheduled Passenger Services within the Defined Area for a further period pursuant to a new IMT Service Contract.
- D.** The Operator has agreed with TMR to provide the Services on the terms and conditions specified in this contract.

AGREEMENT:

1. TERM AND OPTION FOR RENEWAL

1.1 Term

This contract commences on the Commencement Date and expires at midnight on 24 June 2022 unless terminated or cancelled earlier under the terms of this contract or under the Act.

1.2 Option for Renewal

This contract commences on the Commencement Date and expires at midnight on 24 June 2022 unless terminated or cancelled earlier under the terms of this contract or under the Act.

- (a) The Operator will be entitled to exercise an option to renew this contract for a further term of one (1) year commencing on the Day immediately after the expiry of the original term on the following terms and conditions:
 - (i) The Operator will give a written notice of its intention to exercise the option to renew as soon as possible and at least six (6) months prior to the date of expiry of the original term; and
 - (ii) The Operator will not have been in substantial non-compliance of its obligations under this contract or under the Act or will not have been given a Notice of Unsatisfactory Performance under the Act.
- (b) The terms and conditions of the option term or new term will be the same as the terms and conditions of this contract except for this clause 1.2 (b) and the previous clause 1.2 (a), both of which will not apply.
- (c) The contract payments and pricing for the first year of the option term or new term will be determined as set out in clause 12 as if the first year of that option or new term were the next year after the original term.
- (d) This clause does not override any entitlement the Operator may have in respect of the Defined Area or the public passenger service as defined in the Act if the Operator chooses not to exercise this option.

1.3 Mobilisation Program

To support the transition to this Contract from the contract referred to in Recital B, the Operator will comply with the Mobilisation Program.

2. INTERACTION BETWEEN CONTRACT AND ACT

2.1 Service contract

This contract is a service contract under Chapter 6 (Service contracts) of the Act.

2.2 Contract subject to Act

Nothing in this contract will affect or limit any powers or rights that the parties may have under the Act.

2.3 Not a contract of service

To remove any doubt, this contract does not give rise to a contract of service between the parties under the *Workers' Compensation and Rehabilitation Act 2003* (Qld).

2.4 Reasonable actions

As provided for in section 41(2) of the Act, TMR will act in a reasonable way to facilitate the operation of this contract.

3. OPERATOR'S STATUS AND EXCLUSIVITY

3.1 No agency

- (a) Subject to clause 3.1(b), the Operator is deemed to have entered into this contract as an independent contractor and neither this contract nor any aspect of the Operator's performance of the contract will constitute an appointment of the Operator as the agent of TMR.
- (b) Subject to clause 9.6, the Operator acts as the agent of TMR for the purposes of selling tickets, supplying and reloading smartcards from driver consoles (where undertaken by the Operator as provided for in clause 14.2) and the collection of fare revenue for purposes of and for the duration of this contract.
- (c) For the avoidance of doubt, the Operator does not act as the agent or intermediary of TMR for the purposes of subdivision 153-B of the GST Act.

3.2 No exclusivity

In accordance with section 62AAC(2) of the Act, this contract does not give the Operator an exclusive right to operate Scheduled Passenger Services in any part of the IMT Area or on any route.

3.3 TMR may grant rights or benefits to others

To remove any doubt, a right granted or benefit conferred under this contract is not exclusive. TMR may grant to any other Person from time to time (without any liability or obligation on TMR to compensate the Operator and without prejudice to any other right TMR may have) any right or benefit similar to the right or benefit of the Operator under this contract.

3.4 Brisbane City Council Funding

The parties acknowledge that:

- (a) the total cost of providing the Services as specified in the Services Plan exceeds the sums payable by TMR to the Operator pursuant to this contract for the subject Services; and
- (b) Brisbane City Council directly contributes to the cost of providing the public transport system in Brisbane.

4. OPERATOR'S OBLIGATIONS

4.1 The Services

In consideration for the payments made by TMR pursuant to this contract, the Operator will provide the Services during the term of this contract.

4.2 The Services to be provided safely and reasonably

The Operator will act safely and reasonably when providing the Services.

4.3 Reasonable actions

The Operator will act in a reasonable way to facilitate the operation of this contract and in exercising its rights under this contract.

4.4 Compliance with laws

The Operator will comply with:

- (a) the provisions of the Act, the Regulation, the Standard, and all other applicable laws; and
- (b) all reasonable directions and requirements of TMR in respect of the operation of this contract and performance of the Services, including directions and requirements so as to ensure public safety and security.

4.5 Driver Instruction

- (a) The Operator will provide all necessary instruction and direction to drivers of Vehicles to ensure the safe and proper delivery of the Services pursuant to this contract.
- (b) Without limiting paragraph 4.5(a), the Operator must train drivers of Vehicles and other relevant personnel in the correct use of the Ticketing Equipment.

5. PERFORMANCE MANAGEMENT

5.1 Performance Management Framework

- (a) The parties acknowledge that:
 - (i) by section 46 of the Act, the chief executive must review the Operator's performance; and
 - (ii) the Performance Management Framework:
 - A. provides a basis for measuring the Operator's performance under this contract;
 - B. only applies in respect of Urban Services; and
 - C. is supported by the payment of a Performance Administration Fee.
- (b) Without limiting any other provision of this contract, the Operator must meet each the Compliance Targets.

5.2 Change to Performance Management Framework

- (a) TMR acting reasonably may give written notice to the Operator, at any time, seeking to amend the Performance Management Framework, including by adding additional Performance Measures.
- (b) The Operator may make objection to the notice within ten (10) business days of receipt of the written notice.
- (c) TMR must take into account the Operator's objections in amending the Performance Management Framework.
- (d) The Operator will be entitled to be paid a reasonable amount to compensate it for any additional costs incurred in meeting any amendment to the Performance Management Framework. The amount of compensation is to be agreed by the parties and, failing agreement, is to be determined in accordance with the dispute resolution process in clause 27 (Dispute Resolution).

5.3 Performance Reporting

The parties shall convene a meeting every 3 months for the purpose of the Operator presenting its recorded performance levels against the Performance Management Framework.

5.4 Performance Administration Fee

- (a) For the purposes of administering the Performance Management Framework, TMR will pay the Operator the Performance Administration Fee annually, with such amount to be paid in equal monthly instalments in arrears.
- (b) The Operator agrees to report on the disbursement of the Performance Administration Fee as part of its reporting obligations under clause 5.3.

5.5 Performance Issues

- (a) Where non-compliance with a performance measure is recorded and a performance trigger activated, the Operator agrees to cooperate with TMR to develop a cure plan to meet the relevant Compliance Target ("**Cure Plan**").
- (b) The parties acknowledge that a Cure Plan will not affect payments under this Agreement.
- (c) The Operator acknowledges that the endorsement of a Cure Plan by TMR does not limit TMR's rights, consequent upon breach of this contract, including rights to damages and to amend, suspend or cancel this contract.

6. THE SERVICES

6.1 Minimum Service Levels

- (a) The Operator will meet or exceed the Minimum Service Levels specified in **Schedule 2** (Services Plan), at all times during the term. In doing so, the Operator will meet any timetable and stop at the stops identified in **Schedule 2** (Services Plan) as appropriate to allow passengers to board or alight the service.
- (b) The Operator will use reasonable endeavours to ensure adequate capacity on Buses to convey passengers in accordance with **Schedule 2** (Services Plan), within the fleet constraints of **Schedule 4** (Approved Vehicle Register). Any short-term adjustments necessary to meet the requirements of the Services Plan (including breakdown and maximum capacity, but excluding endemic overcrowding) are the Operator's responsibility at no additional cost to TMR.

6.2 Base kilometres

TMR may direct the Operator to cease to provide or vary any of the Services or to reduce their frequency, subject to clause 11 and the requirements of this contract for TMR to purchase the Base Kilometres.

6.3 Business continuity management

- (a) The Operator will plan to ensure continuity of the Services, to a standard acceptable to TMR, and undertake reasonable security precautions appropriate to the risk involved despite any event that may impact on the Services.
- (b) Without limiting clause 6.3(a), the Operator will participate in and implement all programs developed in accordance with state and national laws and policies for counter terrorism activities, as notified by TMR from time to time, to ensure Service continuity, including any requirements under the *Transport Security (Counter-Terrorism) Act 2008* (Qld).
- (c) TMR will meet the reasonable additional costs incurred by the Operator (if any), in carrying out the obligations imposed on the Operator under clause 6.3(b).

6.4 Business continuity plans

The Operator will provide to TMR any business continuity plans, when requested by TMR, to ensure continuity of the Services.

7. PURCHASE OF ANNUAL SERVICE KILOMETRES

7.1 TMR to purchase Annual Service Kilometres

Subject to clause 7.2, TMR will purchase annually from the Operator during the term of this contract the Annual Service Kilometres specified in **Schedule 2** (Services Plan) at the price provided in **Schedule 9** (Contracts Payments & Pricing).

7.2 TMR may alter mix or quantity of Annual Service Kilometres

Subject to clause 11, TMR may, at any time during the contract, require the Operator to alter the Services and, consequently, the Annual Service Kilometres. Such an alteration will not increase the contract price unless the Operator can demonstrate that it will incur additional costs associated with performing the Services.

7.3 TMR may incorporate increase in Annual Service Kilometres into Base Kilometres

TMR may increase the Base Kilometres in its sole and absolute discretion.

8. SCHOOL SERVICES (OPERATOR'S DISTRICT SERVICES)

8.1 School Services

- (a) The Operator will provide those School Services as described in **Schedule 6** (TransLink School Services Business Rules), at the times and in the manner described in those rules and **Schedule 2** (Services Plan).
- (b) Subject to clause 8.5(d), TMR will purchase the number of Annual Service Kilometres for School Services from the Operator, as specified in **Schedule 2** (Services Plan), at the price provided for in this contract in **Schedule 9** (Contracts Payments & Pricing).
- (c) The parties acknowledge that the Operator refers to School Services as "District Services" for its internal purposes.

8.2 School Transport Assistance Scheme

- (a) The Operator will comply with all applicable provisions of the School Transport Assistance Scheme (STAS) and the TransLink Integrated Ticketing and Fares Policy Manual (specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies)) applicable to School Services.
- (b) The Operator is not entitled to compensation for any change in the number of children supported by STAS.
- (c) The Operator will use all reasonable endeavours to ensure that STAS assistance is applicable before allowing school students to travel under STAS.

8.3 Compliance with the TransLink School Services Business Rules

The Operator will comply with **Schedule 6** (Translink School Services Business Rules) at all times during the term of this contract.

8.4 Service Planning Cycle

The Operator in conjunction with TMR will review School Services on an annual basis.

8.5 Service Expansion and Contraction

- (a) Subject to clause 7, the Operator will seek the approval of TMR to:
 - (i) provide new School Services or extensions to existing School Services, in accordance with **Schedule 6** (Translink School Services Business Rules); and

- (ii) reduce the level of School Services or remove school services, in accordance with **Schedule 6** (Translink School Services Business Rules),
- (b) Notwithstanding clause 8.5(a), TMR may require the Operator to extend, reduce or otherwise vary the School Services in the circumstances specified in **Schedule 6** (Translink School Services Business Rules).
- (c) Where School Services are extended, reduced or otherwise varied as contemplated by this clause:
 - (i) the price payable to the Operator will be adjusted by the relevant costs associated with the change using the rates and Cost Model (Table 9.5) included in **Schedule 9** (Contract Payments & Pricing); and
 - (ii) the Annual Service Kilometres will be adjusted to reflect the relevant extension, reduction or variation.
- (d) Notwithstanding any other provision of this contract, TMR does not guarantee the Operator any minimum level of School Services and the Operator is not entitled to compensation for any change in the level of School Services acquired under this contract.

9. ADDITIONAL SERVICES

9.1 Additional Services

The Operator acknowledges that TMR may purchase Additional Services during the term of this contract.

9.2 Operator's entitlement to be offered additional kilometres of services

The Operator's entitlements with respect to the provision of Additional Services within the Defined Area are subject to this clause.

9.3 Services within the Defined Area

- (a) TMR will by written notice give the Operator the first opportunity to offer to undertake any Additional Services within the Operator's Defined Area.
- (b) If the Operator makes an offer in response to an invitation extended under clause 9.3(a) that complies with all reasonable service requirements specified by TMR and the price offered by the Operator for the Additional Services:
 - (i) reflects the reasonable additional cost of providing the Services; and

- (ii) is within the agreed Operator-specific benchmark rates for relevant cost elements set out in **Schedule 9** (Contract Payments & Pricing) within the contract price applying to the Services at the time the offer is made,

then TMR will accept the offer and adjust the Annual Service Kilometres to reflect the Additional Services. To avoid any doubt, the benchmark rates referred to in this clause do not have any application to offers for Additional Services other than those made in response to an invitation extended under clause 9.3(a).

- (c) TMR reserves the right to negotiate with the Operator about any offer that the Operator may make pursuant to this clause. As part of this process, TMR may:
 - (i) require the Operator to provide additional information or verification in support of its offer; and
 - (ii) conduct an audit process to verify the data contained in the Operator's offer.
- (d) Where under clause 9.5 TMR is not required to give the Operator the first opportunity to offer to undertake Additional Services within the Operator's Defined Area, TMR will have full discretion to source such services within the Operator's Defined Area from:
 - (i) the Operator; or
 - (ii) two or more holders of IMT Service Contracts (including the Operator); or
 - (iii) the public.
- (e) Any offer submitted by the Operator in response to an invitation extended under clause 9.3(a), clause 9.3(d) or clause 9.4, must:
 - (i) have the form and content of the quoting template prescribed in **Schedule 9** (Contract Payments and Pricing); and
 - (ii) be accompanied by written evidence of the detailed data in support of the summary level data contained in the quoting template.

9.4 Cross-area services

- (a) If TMR determines that Additional Services are required along a corridor or route that crosses the border of the Defined Area and, if in addition to the Operator, another holder of an IMT Service Contract provides services on or along the corridor or route, TMR may, subject to clause 9.5, invite the Operator and the other contract holder to make an offer for the Additional Services.

- (b) The Operator acknowledges that TMR may, at the discretion of TMR, decide between any of the offers made by TMR Operators or decide to negotiate with any of the other holders of IMT Service Contracts after the invitation of offers.

9.5 General provisions

- (a) The Operator's entitlement to make an offer under clause 9.3 and clause 9.4 is subject to the Operator not having been given a Notice of Unsatisfactory Performance.
- (b) When inviting offers for Additional Services, TMR will set reasonable conditions or standards for those services. TMR will allow a time for the Operator to submit an offer that is commensurate with the scale of the proposal, and not less than 10 Days in relation to a Minor Service Change and not less than 20 days in relation to a Major Service Change.
- (c) Unless specified otherwise in this clause, if the Operator has an entitlement to make an offer for Additional Services under this clause, and for any reason does not make an offer for Additional Services or makes an offer for them that is unacceptable, TMR may, at its discretion:
 - (i) invite one or more holders of IMT Service Contracts to offer to provide the Additional Services at the price applying to that Operator's contracted services at that time; or
 - (ii) undertake a tender open to all holders of IMT Service Contracts, including the Operator; or
 - (iii) undertake a tender process for the Additional Services open to the public; or
 - (iv) where section 48A (Chief Executive may enter into emergency service contract) of the Act applies, invite offers for the services in accordance with section 48B of the Act.

9.6 Excluded Services

- (a) Subject to this clause 9.6, the Operator may carry on any Excluded Services and use Excluded Assets on its own behalf as it sees fit and for its own purposes.
- (b) All costs incurred and all revenue generated by the Operator from the Excluded Services are the responsibility of and belong solely to the Operator, except as otherwise apportioned in accordance with **Schedule 9** (Contract Payments & Pricing) and **Schedule 16** (Excluded Services and Assets).
- (c) Except as provided for in clause 9.6(d), the Operator will carry on the Excluded Services without causing any interference with or disruption to the Services.

- (d) The Operator:
 - (i) acknowledges that the Excluded Services at paragraph 16.1 of **Schedule 16** (Excluded Services and Assets) may impact on other TMR services in the IMT Area and fare revenue derived by TMR from these services; and
 - (ii) agrees to consult with TMR in relation to all Excluded Services and Special Events.
- (e) TMR acknowledges and accepts that the Special Event Services identified in paragraph 16.1 of **Schedule 16** (Excluded Services and Assets) (insofar as they relate to the use of Scheduled Passenger Services) remain Excluded Services for the term of this contract.

10. SPECIAL EVENTS

10.1 TMR retains rights to Special Events

The Operator acknowledges that:

- (a) TMR retains all rights to Scheduled Passenger Services for all Special Events and Annual Recurring Events, other than those Special Events listed in **Schedule 16** (Excluded Services and Assets);
- (b) Subject to clause 10.1(a) and clause 10.1(c), TMR may enter into arrangements with the Operator for the provision of Scheduled Passenger Services for Special Events and Annual Recurring Events; and
- (c) Subject to clause 10.1(a), and despite anything else in this contract, TMR may, at its discretion acquire Services for Special Events and Annual Recurring Events from any or all other holders of IMT Service Contracts without inviting an offer from the Operator for a Special Event or Annual Recurring Event in the Operator's Defined Area.

10.2 Engaging the Operator

If TMR accepts the Operator's offer to provide Scheduled Passenger Services or other services for a Special Event or Annual Recurring Event, TMR will:

- (a) notify the Operator of its acceptance in writing within 10 Days of TMR's receipt of the Operator's offer or within the period for acceptance nominated in the Operator's offer (whichever is the sooner); and
- (b) pay the Operator the costs of the additional resources set out in that offer, no later than 28 Days after receiving an invoice from the Operator for the relevant Service raised after completion of the Services.

10.3 Co-Operative Approach

Without limiting clause 10.1(a):

- (a) the parties acknowledge the importance of a co-operative approach, to the extent possible, to the delivery of services to Special Events and Annual Recurring Events;
- (b) each party agrees, subject to clause 10.1(c), to involve the other party in joint and timely negotiations for the delivery of Special Events and Annual Recurring Events involving both:
 - (i) Scheduled Passenger Services; and
 - (ii) charter/shuttle services by the Operator;

on the basis that such negotiations are undertaken by the parties with a view to achieving the objectives set out in item **Schedule 14** (Special Events and Annual Recurring Events). Any jointly negotiated arrangement with an event organiser and/or facility manager for the total package of such Special Event or Annual Recurring Event is subject to and conditional upon the written approval of the Operator and TMR; and

- (c) if, in the opinion of a party ("the first party"), the other party's involvement in any such negotiation is not being undertaken with a view to achieving the objectives set out in **Schedule 14** (Special Events and Annual Recurring Events), then the parties will seek to resolve any perceived problems or issues in a timely manner. If the perceived problems or issues are not so resolved to the satisfaction of the first party, then this clause 10.3 will no longer apply to the negotiation of the relevant Special Event or Annual Recurring Event.

11. REDUCTION IN NUMBER OF KILOMETRES PURCHASED

11.1 Reduction in Annual Service Kilometres

- (a) With the exception of Base Kilometres, if the number of Annual Service Kilometres purchased from the Operator is reduced during the term of this contract, TMR will continue to pay the Operator the following amounts, as agreed between the parties:
 - (i) the bus lease costs, for a period of not more than six months (unless otherwise agreed), in respect of any of the Operator's Vehicles that become excess to the Operator's overall business requirements as a result of the reduction in the number of Annual Service Kilometres purchased; and
 - (ii) the reasonable labour costs, including redundancy or termination, of any of the Operator's employees who become excess to the Operator's overall business requirements as a result of the reduction in the number of Annual Service Kilometres purchased, but only for a period of not more than three months or until the date of the employee's exit in the event that the employee leaves the Operator's employment, whichever is the earlier; and

- (iii) reasonable fixed and other costs of the Operator which cannot reasonably be avoided by the Operator that are incurred as a result of the reduction of the number of Annual Service Kilometres purchased.
- (b) For clarity, notwithstanding this clause 11.1, TMR will continue to pay bus lease costs in accordance with Schedule 9 clause 9.4 with respect to buses in circumstances where those buses have been approved by TMR as additional growth buses under this contract.

11.2 Reallocation of Additional Kilometres

- (a) Subject to clause 11.2(b), the parties acknowledge that the total number of Base Kilometres and the total number of Annual Service Kilometres in excess of the Base Kilometres are not service specific and as such, TMR may reallocate one or more of the Services to another holder of an IMT Service Contract without the Operator's consent provided that there has been prior reasonable consultation with the Operator.
- (b) TMR will not reduce the total number of Annual Service Kilometres purchased in excess of the Base Kilometres for the purpose or with the intent of reallocating those Annual Service Kilometres within the Defined Area to another holder of an IMT Service Contract without providing the Operator with alternative services such that the total number of Annual Service Kilometres in excess of the Base Kilometres is not reduced.
- (c) The contract price will be adjusted to allow for the cost savings attributable to the reallocated kilometres and the additional costs of the alternate kilometres where such adjustments:
 - (i) reflect the reasonable cost of providing the relevant services; and
 - (ii) is within the agreed benchmark rates for relevant cost elements (as provided for in **Schedule 9** (Contract Payments & Pricing)) within the contract price applying to the relevant services at the time the adjustments are made.
- (d) Clause 11.2(b) will have no application where the number of Annual Service Kilometres purchased from the Operator is reduced to accommodate or enhance any changes or advances in technology, service delivery strategy or methods of operating Scheduled Passenger Services. The parties acknowledge that such a change will be considered to be a "change of policy" for the purposes of clause 12.10(a)(ii) (Adverse Effect).

12. PAYMENTS AND PRICING

12.1 Payments conditional on provision of the Services

TMR will be obliged to make payments to the Operator under this contract only where the Operator provides the Services in accordance with this contract.

12.2 Monthly payments

TMR will pay the Operator for the Services monthly in accordance with **Schedule 9** (Contract Payments and Pricing). The contract payment will be indexed in accordance with **Schedule 8** (Indexation).

12.3 Not Used

12.4 Excess Kilometres

- (a) TMR will not be liable to the Operator for any excess kilometres over the Annual Service Kilometres caused by a Minor Deviation.
- (b) The Operator must promptly notify TMR of any actual or imminent Major Deviations. The parties may then negotiate and agree:
 - (i) any change to the Annual Service Kilometres or scheduled running times acceptable to both parties; and
 - (ii) any change to the contract price to reflect the additional costs incurred or sustained by the Operator (if any).

12.5 Errors

Any errors in the price paid to the Operator in a payment period, whether due to the Services not being provided as expected under this contract, incorrect inclusion or omission of a matter to be taken into account in determining the price during a payment period or any other relevant reason, will be notified to the other party in writing by the party making the discovery and corrected in a manner agreed between the parties over an agreed number of payment periods. If the parties do not reach agreement as to how to correct the error, the matter will be taken to be dispute amenable to the dispute resolution procedure in clause 27 under this contract.

12.6 Monies payable

- (a) Upon any amendment, suspension, cancellation or termination of this contract by either party for any reason, each party will pay to the other party all monies then payable under this contract or the Act.
- (b) If the contract is amended, suspended, cancelled or terminated because of the Operator's default or if the Operator ceases to provide some or all of the Services without the consent of TMR, then the Operator must in addition to any monies payable under clause 12.6(a) also pay to TMR all reasonable costs directly associated with the procurement process involved in sourcing any services that, in the opinion of TMR, are reasonably necessary to fulfil the Operator's obligations under this contract.

12.7 Set-off

TMR may at any time set-off against any monies payable to the Operator under this contract any monies, fees and charges then payable by the Operator under this contract or the Act.

12.8 Payment not evidence

- (a) No payment by TMR will be evidence of the satisfactory performance of this contract, either wholly or in part.
- (b) No payment will in any way affect or prejudice the rights of a party against the other party.

12.9 Interest on Late Payment

- (a) TMR will be liable to pay interest on late payments of the contract price, with such interest to accrue daily calculated at the 11am (daily) cash rate published by the Reserve Bank of Australia.
- (b) TMR's liability under clause 12.9(a) above is subject to and conditional upon TMR receiving from the Operator a complying tax invoice in relation to the payment in question at least ten (10) Days before the due date for payment.

12.10 Adverse Effect

- (a) For the purposes of this clause, an "Adverse Effect" is a significant adverse impact sustained by a party to this contract which is beyond the control of that party and which arises because of any of the following events or circumstances:
 - (i) any legislative change impacting directly on the provision of the Services;
 - (ii) any changes to any policy, procedure, Guideline or standard that applies to the performance of this contract; or
 - (iii) any changes to the Operator's systems required by TMR.
- (b) A party alleging that it has sustained an Adverse Effect may give written notice to the other party detailing the following:
 - (i) the impact on the provision of the Services or the performance of its obligations under this contract; and
 - (ii) the measures taken by that party to mitigate the impact of the Adverse Effect.

- (c) Where a notice is given in accordance with clause 12.10(b), the parties will confer within twenty (20) Days of receipt by the other party of that notice with a view to negotiating a resolution of the Adverse Effect to their mutual satisfaction.
- (d) The details of any negotiated resolution must be reduced to writing and signed by the parties in order to take effect as a variation to this contract.

13. NETWORK PLANNING AND SERVICE CHANGES

13.1 Service Delivery Program

- (a) TMR and the Operator will co-operatively develop, quarterly review and annually update the SDP detailing proposed service changes and infrastructure upgrades.
- (b) The SDP will address all Services.
- (c) The service improvement program will define major changes to the network to meet the objectives of the Act.
- (d) TMR will define service standards as part of the SDP.

13.2 Design of routes and timetables

- (a) The Operator will design routes and timetables for the Services from the Commencement Date consistent with the SDP and timeframes outlined in **Schedule 6** (TransLink School Services Business Rules) and **Schedule 19** (Service Delivery Key Milestones and Timeframes for Transport for Brisbane Service Implementation). The Operator will use its best endeavours to ensure routes and timetables are designed to meet the objectives of the Act.
- (b) If TMR considers it necessary or desirable to do so, TMR may, in its discretion, require the Operator, in accordance with clauses 13.4 or 13.6, to redesign one or more of the Operator's routes or require the Operator to adopt a local route network design or timetable prepared by TMR.

13.3 Minor Service Changes proposed by the Operator

- (a) The Operator may make Minor Service Changes to routes or timetables without obtaining TMR approval.
- (b) The Operator will notify TMR of any Minor Service Changes that it proposes as soon as is reasonably practicable having regard to any consequential need to change a published timetable, and where practicable, at least twenty (20) Days before its implementation.

- (c) The Operator will use its best endeavours to implement Minor Service Changes, in accordance with this clause, on a regular three-monthly cycle, unless otherwise agreed between the parties.

13.4 Minor Service Changes proposed by TMR

- (a) TMR may direct the Operator to make Minor Service Changes to routes or timetables whenever it considers it necessary to meet the objectives of the Act.
- (b) The Operator must comply with this direction as soon as is reasonably practicable.

13.5 Major Service Changes proposed by the Operator

- (a) The Operator is entitled to propose major changes to routes and timetables by giving TMR written notice of its proposal together with a business case in support of that proposal which complies with the standards and timeframes contained in **Schedule 19** (Service Delivery Key Milestones and Timeframes for Transport for Brisbane Service Implementation).
- (b) The business case will be submitted using the template contained in **Schedule 20** (Service Change Proposal Business Case), as amended from time to time by agreement of both parties.
- (c) TMR will not be obliged to consider the change proposal outside of the annual update or quarterly review of the SDP unless TMR is satisfied that urgent circumstances exist justifying its earlier attention.
- (d) TMR will consider the change proposal against other priorities in the SDP and may, at its discretion:
 - (i) approve the proposal and revise the SDP to include the change proposal;
 - (ii) approve the proposal subject to conditions relating to timing, consultation, marketing and communications plans and/or funding; or
 - (iii) not approve the proposed changes;and notify the Operator of its decision.
- (e) The provision of any additional Services comprised in the change proposal will be determined in accordance with clause 9 (Additional Services).

13.6 Major Service Changes proposed by TMR

- (a) The service improvement program in the SDP will define Major Service Changes proposed by TMR, together with a timetable for implementation of those changes.

- (b) TMR will assess Major Service Change proposals during the annual update and quarterly reviews of the SDP.
- (c) Where a proposed Major Service Change may affect the Operator's Services Plan or is within the Operator's Defined Area, the Operator will work collaboratively with TMR and within its existing resources provide such information as TMR may request to enable TMR to develop a business case for that Major Service Change. That business case will address at least the items identified in **Schedule 19**.
- (d) TMR may, at its discretion, request the Operator within its existing resources to provide an indicative estimate of the service costs to implement the proposed Major Service Change, for planning purposes only. The parties acknowledge that any such planning request will not oblige TMR to offer the proposed services to the Operator or oblige the Operator to provide the proposed services.
- (e) The provision of any additional services comprised in the change proposal will be determined in accordance with clause 9 (Additional Services).

13.7 Urgent Service Changes

- (a) The Operator may temporarily and without prior notice to TMR, vary a route or timetable, if it is reasonable for it to do so in response to the following situations:
 - (i) urgent changes required to ensure the safety of the community, passengers or staff; or
 - (ii) change due to temporary road works or other obstacles (beyond the reasonable control of the Operator) to the timetabled route being completed.
- (b) The Operator will inform TMR as soon as reasonably practicable of the temporary variation, including:
 - (i) reasons for the variation;
 - (ii) any change in the number of Annual Service Kilometres provided;
 - (iii) the likely duration of the variation;
 - (iv) measures required to restore the Services; and
 - (v) any other relevant information.
- (c) Where practicable, the Operator will provide prospective users of the Services with all necessary notice of the temporary variation.

13.8 Consultation

- (a) Where TMR has:
- (i) approved a proposal by the Operator in accordance with clause 13.5, subject to consultation; or
 - (ii) initiated an assessment for a Major Service Change in accordance with clause 13.6 and where the Operator has agreed to undertake consultation,
- the Operator will comply with the consultation process prescribed in this clause.
- (b) The parties must consult in good faith to endeavour to agree on the consultation process to be conducted by the Operator.
- (c) The Operator will provide all necessary and reasonable assistance to ensure that public consultation occurs in accordance with the agreed process and best industry practice.
- (d) Where requested by TMR, the Operator will ensure that the public is provided with full details of proposed changes and that the public is given the opportunity to respond in accordance with the time periods and processes.
- (e) At the end of the consultation process for which the Operator is responsible, the Operator will provide TMR with a written summary of the results of the consultation, which will include at least the following information:
- (i) details of the parties consulted;
 - (ii) the results of the consultation; and
 - (iii) details of any further changes or actions to be taken as a result of the consultation.
- (f) After the results of any community consultation under this clause are provided to TMR, TMR will consider the proposed changes and provide a response to the Operator as to the proposed changes no later than ten (10) Days after receipt of the written summary of the results of the consultation.
- (g) In responding to the proposed changes, TMR may:
- (i) approve the proposed changes unconditionally;
 - (ii) approve the proposed changes subject to conditions relating to timing of the changes, public notification of the proposed changes and any other matters TMR thinks necessary or desirable; or

- (iii) not approve the proposed changes.
- (h) Where TMR approves the changes in accordance with clause 13.8(f), the Operator will abide by any conditions imposed by TMR contained in any approval of the proposed changes or, if no conditions are contained in the approval, will act in a way that is reasonable and appropriate in all the circumstances.
- (i) Where TMR is the consulting party, the Operator will, within its existing resources, provide all information and assistance as TMR may reasonably request to enable it to undertake the consultation within the time frame that TMR may reasonably require.

13.9 Review of Service Changes

- (a) Between two (2) and three (3) months after a Major Service Change to the Services under this clause, the parties will jointly review and evaluate the change and determine its efficacy and any further action to be taken.
- (b) Without limiting the scope of a review, each review and evaluation will consider any feedback received regarding the amended Services and the action taken in response to the feedback.

14. TICKETING AND FARES

14.1 Operator to charge fares on behalf of TMR

- (a) The Operator will charge fares for the Services on behalf of TMR in accordance with the TransLink Integrated Ticketing and Fares Policy Manual (specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies)) during the term of this contract.
- (b) The Operator will at all times comply with the TransLink Integrated Ticketing and Fares Policy Manual and the Ticketing Equipment Driver Training Manual (specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies)).
- (c) Where TMR proposes to amend a manual identified in clause 14.1(b), TMR will provide reasonable notice to and consult with the Operator about the proposed amendment and any implications that it may have on the Operator.
- (d) The Operator will:
 - (i) ensure that its operating policies and procedures comply with TMR's Plans, Manuals, Guidelines and Policies specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies); and
 - (ii) confer with TMR prior to introducing any significant changes to its operating policy and procedures to ensure ongoing alignment with TMR's policy requirements.

14.2 TMR to provide Ticket Stock

TMR (at its own cost) will be responsible for arranging provision of Ticket Stock to the Operator.

14.3 Operator's responsibility for Ticket Stock

- (a) The Operator will be responsible for the security and safe storage of Ticket Stock in its possession and will use reasonable endeavours to ensure the security and safe storage of Ticket Stock under its control.
- (b) Notwithstanding clause 14.3(a), the Operator will be liable to TMR for the value of any Ticket Stock lost, destroyed or stolen whilst in the Operator's possession or under the Operator's control.

14.4 Supply arrangements

- (a) The Operator will participate in supply arrangements for Ticket Stock as notified by TMR.
- (b) Without limiting clause 14.4(a), the Operator will use its best endeavours to maintain and TMR will use its best endeavours to supply adequate levels of Ticket Stock sufficient to meet demand by travelling passengers.

14.5 Reimbursement

TMR will reimburse the Operator for the value of Ticket Stock that the Operator will no longer be permitted to sell.

14.6 Revenue property of TMR

The Operator acknowledges that, subject to clause 9.6(b) all revenue (as described in the TransLink Revenue Protection Policy specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies)) received from ticket sales for the Services provided under this contract, either directly by it or through the integrated ticketing system, belongs to and remains the property of TMR.

14.7 Operator responsible for monies

The Operator is responsible for all monies received from ticket sales for the Services provided under this contract, either directly by it or through the integrated ticketing system, from the time it is collected until it is remitted to TMR.

14.8 Remittance and reconciliation of monies

The Operator will comply with the banking, reconciliation, and settlement processes for revenue received from ticket sales or smartcard transactions for the Services that are specified by TMR.

14.9 Non-Functioning Electronic Ticketing System

Should the electronic ticketing system cease to function or function incorrectly during a discrete Service, such that tickets cannot be issued or validated correctly, TMR acknowledges and agrees that the Operator:

- (a) will complete the discrete service including picking up passengers without collecting fare revenue; and
- (b) is not liable to TMR for the non-collected fare revenue.

14.10 Fare Revenue Protection Measures

- (a) TMR will be responsible for issuing standards of revenue protection for the Services.
- (b) Revenue protection will be provided by TMR in accordance with the TransLink Revenue Protection Policy specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).
- (c) The parties agree that:
 - (i) all passengers found committing a ticketing offence on the Services will be dealt with in accordance with the TransLink Revenue Protection Policy specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies); and
 - (ii) TMR will be responsible for:
 - A. providing the Operator with up to date copies of the TransLink Revenue Protection Policy specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies) and any other policies and procedures issued by TMR with respect to revenue protection;
 - B. issuing and collecting fines from passengers of the Services;
 - C. employing a revenue protection provider, if required by TMR, to assist TMR with all aspects of revenue protection; and
 - D. conducting revenue protection duties in accordance with the TransLink Revenue Protection Policy specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).
- (d) The Operator must attend to the following:
 - (i) use reasonable endeavours to ensure that passengers have the correct tickets and that appropriate tickets have been validated;

- (ii) monitoring of passengers to ensure they are in possession of a valid ticket upon boarding an Operator Vehicle;
- (iii) directing passengers to purchase a valid ticket if a passenger is intercepted without a valid ticket;
- (iv) informing TMR of suspicions of fare evasion;
- (v) ensuring that it is aware of and complies with the terms of the TransLink Revenue Protection Policy and TransLink Integrated Ticketing and Fares Policy Manual specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies);
- (vi) providing all relevant information to TMR's revenue protection provider to aid in protecting TMR's revenue; and
- (vii) referring all complaints with respect to TMR's revenue protection provider in accordance with the Customer Feedback Manual for Service Providers specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).

15. TICKETING EQUIPMENT AND SOFTWARE

15.1 Software

- (a) TMR will be responsible for provision and maintenance of Software for the electronic Ticketing Equipment.
- (b) Subject to TMR carrying out its obligations in clause 15.1(a), the Operator will:
 - (i) use its best endeavours to ensure that the electronic Ticketing Equipment is operational at all times relevant to the provision of the Services;
 - (ii) enter all data in the electronic Ticketing Equipment as required under this contract; and
 - (iii) report to TMR, as soon as it becomes aware of any data that has not been entered or recorded as required under this contract.
- (c) The Operator must direct any requests for changes to the Software to TMR and must not approach the Ticketing Contractor directly to request any software change without written approval from TMR.
- (d) A failure by the Operator to comply with clause 15.1(b) or clause 15.1(c) is a breach of a condition of this contract.

15.2 Third party contract acknowledgement

The Operator acknowledges that TMR has contracted with the Ticketing Contractor to deliver a ticketing and fare payment system.

15.3 Use of Ticketing Equipment and Software

- (a) The Operator warrants that the Ticketing Equipment and Software is used on its fleet of Buses to provide the Services pursuant to this contract.
- (b) Where the Operator wishes to use the Ticketing Equipment and Software to provide any service other than the Services, the Operator must first obtain TMR's approval in accordance with the terms of this contract.

15.4 Ownership

- (a) The Operator acknowledges that the Ticketing Equipment and Software when initially installed will be owned by TMR's appointed Ticketing Contractor until a certificate of completion is issued and payment made pursuant to the agreement between the Ticketing Contractor and TMR.
- (b) The Operator also acknowledges that the Software is to be installed and used under licence from the Ticketing Contractor and must only be used in accordance with the terms and conditions of this contract, and any other agreement between the Ticketing Contractor and TMR, the terms and conditions of which are expressly notified in writing to the Operator. Installation and use of the Software by the Operator does not confer any ownership rights in the Software upon the Operator.

15.5 Obligations in Respect of Ticketing Equipment and Software

- (a) The Operator will ensure that the Ticketing Equipment is operated and maintained in accordance with the TransLink Driver Training Manual specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).
- (b) The Operator will take adequate measures to ensure that the Ticketing Equipment under its use is kept and stored safely.
- (c) The Operator will not in any way encumber the Ticketing Equipment or Software without TMR's prior written consent.

15.6 Asset Tracking

The Ticketing Contractor will maintain an asset register that details the current location of all Ticketing Equipment. The Operator will use its best endeavours to assist TMR, the Ticketing Contractor and any duly authorised persons in conducting stocktakes of Ticketing Equipment from

time to time (at least annually), as required upon reasonable notice to the Operator and at such times as not to unduly interfere with the Operator performing the Services.

15.7 Notification of the Ticketing Contractor

TMR will notify the Operator of the name of the relevant Ticketing Contractor.

15.8 Operator not to withhold information

The Operator will not unreasonably withhold information from the Ticketing Contractor as to the locations of Ticketing Equipment or the size of power cables, routing and fixing of power and communications cables and the like.

15.9 Testing

The Operator will, if required, cooperate with the Ticketing Contractor in any commissioning tests undertaken in relation to the Ticketing Equipment or Software, including any commissioning tests undertaken on behalf of the Ticketing Contractor by an independent tester.

15.10 Operator access to TMR patronage and ticketing data

TMR will use its best endeavours to ensure that the Ticketing Contractor allows the Operator to have access (through an electronic data feed) to transactional level ticketing and patronage data, timetabling data, fare data, and GPS tracking data relating to the Services on the following conditions:

- (a) the data is available to the Operator for internal planning and reporting purposes only and the Operator will not further release the data to any other party or parties without prior written approval from TMR. TMR acknowledges and accepts that the Operator may disclose the data to councillors, full council and committees of council within the Brisbane City Council for the purpose of reporting on the Operator's performance under this contract and to that extent, may be in the public forum; and
- (b) TMR will provide the data to the Operator through current facilities.

15.11 Return of Ticketing Equipment

- (a) Upon the expiration or sooner termination of this contract, the Operator will be responsible for returning the Ticketing Equipment and Software to TMR in the same condition as when it was first installed, fair wear and tear excepted.
- (b) The Operator will make the Operator's premises, Vehicles and other installation sites available for the orderly and timely decommissioning and removal of the Ticketing Equipment and Software by TMR. TMR will take reasonable care to minimise any damage to the Operator's premises, Vehicles or other installation sites arising out of the removal of the Ticketing Equipment and Software.

- (c) Where TMR terminates this contract for any reason (other than due to a breach by the Operator) or TMR's breach leads to termination of this contract, then TMR will be liable for the costs of decommissioning and removing the Ticketing Equipment and Software and the reasonable cost of any works required to restore any damage to the Operator's premises, Vehicles and other installation sites arising out of such removal.
- (d) Where the Operator terminates this contract for any reason (other than due to a breach by TMR) or if the Operator's breach leads to the termination of this contract, then the Operator will be liable for the costs of decommissioning and removing the Ticketing Equipment and Software and the reasonable cost of any works required to restore any damage to the Operator's premises, Vehicles and other installation sites arising out of such removal.
- (e) Where this contract expires and is not renewed:
 - (i) TMR will be responsible for the cost of decommissioning and removing the Ticketing Equipment and Software and the reasonable cost of any works required to make good any damage to the Operator's premises, Vehicles and other installation sites arising out of such removal (but specifically excluding the repair of any holes, gaps or imperfections in paint or other surfaces apparent following the removal of the equipment) at its own cost; and
 - (ii) at its own cost, the Operator will be responsible for the repair and reinstatement (if any) of the Operator's premises, Vehicles and other installation sites following the removal of the Ticketing Equipment and Software at its own cost.

15A ACCESS

15A.1 Permitting Access

Subject to TMR giving reasonable notice requesting and detailing the access to be sought, the Operator will not unreasonably withhold permission for the Ticketing Contractor or other Person authorised by TMR (and carrying identification evidencing such authority) to enter the Operator's premises, Vehicles, or other installation sites under the Operator's control for the purposes of implementing and administering any integrated ticketing system, including but not limited to:

- (a) maintaining, installing, testing or commissioning Ticketing Equipment or Software;
- (b) monitoring or observing the provision of the Services provided under this contract;
- (c) investigating compliance with the Act and all other applicable laws;
- (d) performing revenue protection functions;
- (e) audit and investigation activities as required by TMR;

- (f) tagging, recording and verifying the Ticketing Equipment and Software in the Ticketing Contractor's asset register;
- (g) performing an annual stocktake of the Ticketing Equipment and Software;
- (h) conducting passenger surveys and other research; and
- (i) removing the TMR Ticketing Equipment and Software in accordance with clause 15.11,

subject to the Ticketing Contractor or other Person complying with any reasonable conditions imposed by the Operator in relation to workplace health and safety and other statutory requirements.

15A.2 Access plan

The Operator acknowledges that the Ticketing Contractor will seek to agree on an access plan with the Operator. The Operator will not unreasonably withhold agreement on the access plan nor impose unreasonable conditions on the Ticketing Contractor in relation to it.

15A.3 Compliance with access plan

The Operator will comply with the requirements of any access plan agreed upon and will allow access to the Ticketing Contractor as provided for in it.

15A.4 Indemnity

The Operator will indemnify TMR against any claim for damages by the Ticketing Contractor arising from any failure on the part of the Operator to comply with the agreed access plan.

15B TRAINING

- (a) The Operator will notify TMR of the appropriately qualified and experienced persons responsible for implementing, delivering and updating training for the Operator's staff (**Operator's Trainers**) from time to time.
- (b) TMR will provide to the Operator's Trainers timely, adequate and appropriate training about:
 - (i) the ticketing products, fare system and policies set out in the TransLink Integrated Ticketing and Fares Policy Manual specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies);
 - (ii) operating the Ticketing Equipment and Software set out in the TransLink Ticketing Driver Training Manual specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies); and

- (iii) performing First Line Maintenance to the Ticketing Equipment and Software in accordance with the TMR Ticketing Maintenance Manual specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).
- (c) The Operator will ensure that training will be provided to those of the Operator's employees, contractors and agents to whom the training may be of relevance ("the **Operator's Trainees**").
- (d) The Operator will ensure that the training provided to the Operator's Trainees:
 - (i) is adequate and appropriately documented and, as required, in accordance with the requirements of the Act;
 - (ii) includes the provision of relevant training materials, equipment and resources (including but not limited to the reproduction of any user manuals provided by TMR; and
 - (iii) incorporates appropriate assessment, administration and evaluation processes (including certification (where relevant)) and supporting materials.
- (e) The reasonable cost of delivering training to the Operator's Trainers pursuant to this clause 15B will be met by TMR.
- (f) The Operator will ordinarily be responsible for the cost of delivering training to the Operator's Trainees. However, where the training to be provided under this clause 15B, relates to a significant change to TMR's existing policies and practices and cannot feasibly be incorporated into the Operator's usual training cycle, the reasonable cost of delivering that training will be met by TMR.

16. MAINTENANCE OF TICKETING EQUIPMENT

16.1 Maintenance of ticketing equipment

- (a) TMR:
 - (i) through its contractors, will be responsible for maintaining and upgrading (including updating in respect of fare changes) the Ticketing Equipment (excluding First Line Maintenance) and the Software; and
 - (ii) will be responsible for funding and arranging for the replacement of all components and smartcard consumables and other costs associated with the Ticketing Equipment and the Software.

- (b) The Operator will be responsible for undertaking First Line Maintenance of the Ticketing Equipment under its control in accordance with the TMR Ticketing Maintenance Manual (specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies));
- (c) The Operator will report any defects or maintenance issues relating to the Ticketing Equipment under its control in accordance with the TMR Ticketing Maintenance Manual specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies) and any directions that may be issued by TMR.
- (d) The Operator will ensure that appropriate personnel are made available to be trained by TMR and the Ticketing Contractor to install, use and perform First Line Maintenance on the Ticketing Equipment and Software in accordance with the TMR Ticketing Maintenance Manual specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).

17. VEHICLE AND OPERATOR AND DRIVER STANDARDS

17.1 Vehicle Standards Schedule

The Operator will ensure that each Vehicle used to provide the Services meets the Vehicle standards specified in **Schedule 7** (Vehicle Standards) and is in accordance with all applicable laws.

17.2 Vehicle Maintenance

The Operator will maintain each Vehicle used to provide the Services in a safe and roadworthy condition and in accordance with all applicable laws.

17.3 Equipment and Services

- (a) The Operator will ensure that each Vehicle used to provide the Services carries equipment specified by TMR, except to the extent that the Operator is unable to do so because of a failure by TMR to provide Ticketing Equipment as contemplated by clause 15 (Ticketing Equipment and Software).
- (b) Except for equipment specified in **Schedule 15** (Equipment Supplied by TMR), which TMR will supply at its expense, the Operator will at its own expense supply all goods, labour, Vehicles, tools, equipment, materials, power, water, services and facilities necessary to perform this contract.

17.4 Operator accreditation and driver authorisation

- (a) The Operator will have and maintain appropriate operator accreditation under the Act and will ensure that all drivers of Vehicles have and maintain appropriate driver authorisation under the Act at all times during this contract.

- (b) The Operator must ensure that Operator personnel delivering Services on the busway are trained in accordance with the Authorised Driver Training Manual specified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).

17.5 Driver standards

The Operator will ensure that each driver of a Vehicle engaged in the provision of the Services under this contract:

- (a) holds the appropriate authorisation required under the Act;
- (b) complies with the provisions of the Act, the Regulation, the Standard and all other applicable laws;
- (c) has a thorough knowledge of the fares, routes and timetables and a good working knowledge of the ticketing system;
- (d) is courteous and helpful to passengers and other road users;
- (e) does not discriminate against any passengers and other road users; and
- (f) is attired in a clean, well maintained uniform.

18. APPROVED VEHICLE REGISTER AND FLEET ACQUISITION AND REPLACEMENT

18.1 Fleet availability

The parties recognise the importance of the Bus fleet availability in providing the Services and agree to a spares ratio as set out in **Schedule 4**.

18.2 Approved Vehicle Register

- (a) **Schedule 4** (Approved Vehicle Register) sets out the list of Vehicles (including all spare Vehicles) to be used to provide the Services as at the Commencement Date. The Operator will thereafter update the register quarterly to reflect vehicle acquisitions and replacements in accordance with **Schedule 4** (Approved Vehicle Register).
- (b) All Vehicles listed in the Approved Vehicle Register will meet the standards specified in **Schedule 7** (Vehicle Standards).
- (c) Unless otherwise provided in this contract, the Operator will only use the Vehicles listed in the Approved Vehicle Register when providing the Services.

18.3 TMR approval required for replacement, withdrawal or acquisition of Vehicle

- (a) The Operator will replace, withdraw and acquire Vehicles in accordance with **Schedule 5** (Vehicle Acquisition and Replacement) or otherwise with the written approval of TMR.
- (b) TMR may approve the replacement or acquisition of a Vehicle on conditions, including conditions which provide for a division of the capital and recurrent costs of the new Vehicle between TMR and the Operator.
- (c) To avoid doubt, TMR is not obliged to fund all Buses acquired by the Operator.

18.4 Replacement of Vehicle not in Approved Vehicle Register

The Operator will not require TMR's approval to replace a Vehicle in **Schedule 4** (Approved Vehicle Register) if the replacement is due to an Approved Vehicle being out of commission, provided that:

- (a) the replacement Vehicle meets the Vehicle requirements listed in **Schedule 4** (Approved Vehicle Register); and
- (b) the replacement Vehicle will be used for not longer than seven (7) Days unless prior written approval has been obtained from TMR.

18.5 Vehicle Acquisition and Replacement Schedule

- (a) **Schedule 5** (Vehicle Acquisition and Replacement Schedule), sets out the proposed forward program for the purchase of new Vehicles and the disposal of existing Vehicles during the term of this contract and fleet age requirements. The Operator will comply with **Schedule 5** (Vehicle Acquisition and Replacement Schedule).
- (b) Not less than 30 days prior the end of each quarter in each year of this contract, the Operator will provide to TMR:
 - (i) a list of the Vehicles that are proposed to be replaced in the following Financial Year (including proposed sourcing arrangements);
 - (ii) an indicative list of the Vehicles that are proposed to be replaced in the 2 Financial Years following the Financial Year referred to in clause 18.5(b)(i); and
 - (iii) a proposed updated replacement **Schedule 5** (Vehicle Acquisition and Replacement Schedule),

together with the approximate date of replacement and the category of Vehicle that will replace each of them.

- (c) On or before the end of each quarter in each year of this contract:
- (i) the parties will agree on a replacement **Schedule 5** (Vehicle Acquisition and Replacement Schedule) with reference to the proposed updated replacement referred to in clause 18.5(b)(ii); and
 - (ii) the agreed replacement **Schedule 5** (Vehicle Acquisition and Replacement Schedule) will become the Approved Acquisition and Replacement Schedule.

18.6 Funding for Vehicle replacement

- (a) TMR will provide funding for Vehicles approved to be replaced or acquired under clause 18.3 each year, provided that the Operator's peak Annual Service Kilometres does not decrease during the term of this contract.
- (b) Funding provided by TMR under sub-clause (a) above, will:
 - (i) be limited in extent to that approved by TMR under clause 18.3(b); and
 - (ii) be calculated in the way set out in **Schedule 9** (Contract Payments and Pricing).

18.7 Additional Vehicles

TMR will review **Schedule 5** (Vehicle Acquisition and Replacement Schedule) if an increase in the Operator's Annual Service Kilometres results in the need for additional Vehicles to provide the Services.

18.8 Funding for additional Vehicles

Subject to any conditions for cost sharing under clause 18.3(b), the cost of additional Vehicles will be funded by TMR in the way set out in **Schedule 9** (Contract Payments and Pricing).

18.9 Operator to notify TMR of replacement

The Operator will notify TMR when a Vehicle is replaced and will provide such documentary evidence as TMR may reasonably require.

18.10 Vehicle Standards and Guidelines

The Operator will comply with all State and Commonwealth government laws in relation to Vehicle accessibility standards and Vehicle emission standards, and in particular with the *Disability Standards for Accessible Public Transport 2002* (Cth) and accompanying guidelines under the *Disability Discrimination Act 1992* (Cth).

18.11 Average age requirements

Unless otherwise agreed, the Operator will ensure that the average age of the Vehicle fleet meets the average age requirements in **Schedule 4** (Approved Vehicle Register).

18.12 Maximum age of Vehicle

The maximum age of any Vehicle used to provide the Services will not exceed twenty-one (21) years.

18.13 Purchase of Vehicle above standard

The parties will agree the type of Vehicles to be acquired by the Operator to provide the Services. When agreeing the type of Vehicle under this clause, TMR may take into account whether the type of Vehicle meets or exceeds the reasonable functional requirements of Vehicles having regard to any standards set out in **Schedule 4** (Approved Vehicle Register) ("the base requirements") and standards not less than current Operator fleet specifications. Unless otherwise agreed (including by an agreed update to **Schedule 5** (Vehicle Acquisition and Replacement Schedule)), if TMR agrees a type of Vehicle under this clause:

- (a) the Operator will fund the difference between the cost of a Vehicle that would have met the base requirements to provide the Services and the Vehicle that the Operator elects to purchase (for example, where a standard route service Bus would be sufficient to provide the Services but the Operator elects to purchase a coach); and
- (b) TMR will not compensate the Operator for the additional leasing and running costs associated with a Vehicle which exceeds the base requirements to provide the Services.

18.14 TMR's Option to Purchase new or Replacement Buses

- (a) TMR may, during the term of this contract or any renewal of this contract, purchase new or replacement buses and establish arrangements (on terms reasonably agreed between the parties) for the provision of the subject buses to the Operator or any TMR Operators.
- (b) If TMR does any or all of the things referred to in clause 18.14(a) ("the new arrangements"), the parties agree to review the cost model and the provisions of this contract related to or affected by the new arrangements.
- (c) The parties agree to vary this contract to the extent necessary in order to give effect to the new arrangements.

19. FINANCIAL ASSISTANCE

19.1 Eligibility for financial assistance

- (a) The Operator may be eligible for financial assistance under a Guideline.
- (b) The Operator acknowledges and agrees that any financial assistance paid to the Operator under a Guideline will be deducted from or taken into account in determining the contract payments to the Operator pursuant to clause 12.2.

19.2 Compliance with Guidelines

The Operator must:

- (a) satisfy the criteria in the Guideline to be eligible for financial assistance; and
- (b) comply, at all times, with the Guideline, in order to retain any financial assistance paid to the Operator under the Guidelines.

19.3 Evidence of compliance with Guidelines

The Operator will, upon request, satisfy TMR that any financial assistance paid under a Guideline has been expended in accordance with the Guidelines.

19.4 Repayment of financial assistance

The Operator will immediately repay to TMR any financial assistance paid under the Guidelines:

- (a) that has been wrongfully paid to or claimed by the Operator; or
- (b) where the Operator has not complied with the conditions and the Guidelines specified for eligibility for financial assistance.

19.5 Non-compliance with Guidelines

Non-compliance with a Guideline under which financial assistance has been paid is a breach of a condition of this contract and of a Key Performance Indicator.

19.6 Liquidated debt

Any amount of financial assistance to be repaid to the State under this clause and the Guideline will be a liquidated debt due and payable by the Operator to the State. The State may set off any liquidated debt owing under this clause against any monies payable by the State to the Operator under this contract.

19.7 Failure to repay financial assistance

A failure to repay financial assistance under this clause is a breach of a condition of this contract.

19.8 GST

Financial assistance under the Guidelines is calculated without regard to GST, but payments or repayments of financial assistance under the Guideline are to include GST.

20. MANAGEMENT INFORMATION

20.1 Operator to provide information

- (a) The Operator will provide TMR with:
 - (i) the information specified in **Schedule 10** (Performance Management) and **Schedule 11** (Management Information) and all information required to be reported to TMR by any document referred to in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies); and
 - (ii) any other information reasonably requested by TMR from time to time, relevant to the provision of the Services under this contract.
- (b) Subject to clause 20.1(c), all ticketing data provided by the Ticketing Equipment and Software, and information provided to TMR pursuant to clause 20.1(a), is the property of TMR and TMR can publish this data without the permission of the Operator.
- (c) The Operator will retain ownership of all safety reports provided under Item 11.4 of **Schedule 11** (Management information) and hereby grants TMR a perpetual, irrevocable, royalty-free licence to use the information contained in those statements and reports for purposes relating to the operation of this contract.

20.2 Audit and Inspection

- (a) TMR or its auditors (whether internal or external auditors) may access the Operator's books, records and documentation directly relevant to the provision of the Services and the Operator's obligations under this contract for inspection and/or audit, at the cost of TMR, for the purpose of ensuring compliance with this contract and the Act.
- (b) The Operator will comply with any such reasonable request by TMR, provided that TMR minimises as far as practicable any inconvenience or interruptions to the Operator's business in the provision of the Services.
- (c) All information obtained by TMR as a consequence of the exercise of this clause 20.2 will be held and treated in accordance with clause 30.

- (d) Unless constrained by legislation, TMR will provide to the Operator full and true copies of any audit reports or outcomes of any inspection, within 7 Days of completion or receipt of the same by TMR.

20.3 Format of information

The Operator will provide information under this clause in an electronic format acceptable to TMR or in a format otherwise specified by TMR.

20.4 Operator to keep and provide records of performance

The Operator will maintain complete and accurate records sufficient to demonstrate its performance under this contract, and will provide any information that TMR may require in order to assess the performance of the Operator within fourteen (14) Days of receiving a request for that information from TMR, unless otherwise agreed to in writing by TMR.

20.5 Provision of information and Performance Management Framework

The provision of information by the Operator as required under this clause forms part of the Performance Management Framework.

20A INTELLECTUAL PROPERTY RIGHTS

20A.1 TransLink Logo

The Intellectual Property Rights embodied in or used in connection with TransLink Logos is and shall remain the sole property of TMR.

20A.2 Operator Logo

The Intellectual Property Rights embodied in or used in connection with the Operator's name and logo ("the Operator's Logos") is and shall remain the sole property of the Operator.

20A.3 Licence to use Logos

For the term of this contract, each party ("the first party") grants the other party a royalty-free non-exclusive licence (including the right to sub-license) to use and reproduce their respective Intellectual Property Rights specified in clauses 20A.1 and 20A.2 for the purpose of this contract provided that the other party:

- (a) does not on-sell such Intellectual Property Rights to third parties; and
- (b) obtains the prior approval of the first party regarding positioning, prominence and contextual use of the first party's logos, in accordance with the standards and guidelines as notified by the first party from time to time.

20A.4 Operator's Documents

Except where otherwise provided, where the provision of the Services requires or permits the Operator to design and/or create any documentation, the Intellectual Property Rights in such documentation or deliverable are and remain the property of the Operator immediately upon creation.

20A.5 TMR's Documents

Any documentation or deliverable devised or created by TMR are and remain the property of TMR immediately upon development or creation.

20A.6 Route Design and Timetables

- (a) The Operator will own the intellectual property rights in all route designs and timetables prepared by the Operator pursuant to clause 13 (Network Planning and Service Changes).
- (b) The Operator grants to TMR a perpetual, royalty-free, non-exclusive licence to use any or all of those route designs and timetables for any purpose whatsoever, including but not limited to the right to sub-licence those rights to another person or persons.
- (c) To avoid doubt, the parties agree that clause 20A.6(b) does not extend to commercial-in-confidence information that may be submitted by the Operator to TMR as part of the offer process under clause 9 (Additional Services).

21. TMR AND OPERATOR IDENTITY

21.1 Operator's Vehicles and TransLink Logo

The Operator will ensure that its Vehicles and promotional material, including its website, will include the TransLink Logo and other branding elements in accordance with the TransLink Branding Guidelines referred to in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies) and this contract.

21.2 Requests regarding trademarks and trade names

A party will promptly comply with any reasonable requests of the other party in relation to the proper use of that other party's trademarks and trade names.

21.3 Operator may use TransLink Logos

The Operator may use TransLink Logos in relation to the Services provided under this contract, provided that the Operator complies with the TransLink Branding Guidelines referred to in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).

21.4 Consent of TMR required

The Operator may use TransLink Logos and other branding elements in the TransLink Branding Guidelines referred to in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies) on material not directly linked to the Services provided under this contract only with the consent of TMR. In addition to any other conditions specified by TMR at the time the approval is given, the consent is subject to the Operator using the TransLink Logo in a manner that complies with the TransLink Branding Guidelines referred to in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).

21.5 Promotional and other materials

With a view to the TransLink Logo and other branding elements in the TransLink Branding Guidelines referred to in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies) becoming over time the key identifier of an integrated public transport system and the Operator continuing to be identified as the provider of the Services:

- (a) (intentionally deleted)
- (b) each party will accord the Intellectual Property Rights of each party equal size and prominence on timetables, promotional materials, advice or information about service changes, consultation documents and material generated by that party that primarily relate to the Services;
- (c) TMR will reproduce the Operator's Logos together with the TransLink Logos on other promotional material not primarily relating to the Services provided by the Operator as reasonably agreed between the parties; and
- (d) each party's webpage site directly relating to Scheduled Passenger Services will include the other party's logo and will include appropriate references and hyperlinks to the other party's Scheduled Passenger Services website and the TransLink Information Services.

21.6 Livery

All Vehicles introduced into service on or after the Commencement Date will bear such livery as illustrated and described in **Schedule 18** (TransLink Livery) or as otherwise agreed between the parties ("the TransLink Livery"). TMR agrees that such vehicles that are gas-fuelled may retain, at TMR's discretion, "the kite" symbology on the livery.

21.7 Advertising

- (a) Subject to clause 22.7 the Operator has the sole right to permit advertising on and within its Vehicles and assets.
- (b) The parties will share the gross revenue generated from granting advertising rights on the Operator's Vehicles in accordance with the percentage proportion specified in **Schedule 9** (Contract Payments & Pricing). The Operator will pay TMR's share, by way of set off

pursuant to clause 12.7 of this Contract in the manner contemplated in **Schedule 9** (Contract Payments & Pricing).

- (c) The parties agree to co-operate to jointly develop a broader advertising policy.

22. TMR MARKETING AND COMMUNICATIONS

22.1 Strategy and campaigns

- (a) TMR will be responsible for developing a system wide marketing strategy for TransLink services, and will keep the Operator informed about system wide marketing campaigns.
- (b) TMR will also be responsible for developing local marketing campaigns within the Defined Area, in consultation with the Operator.

22.2 Operator to cooperate in marketing

In order to give effect to any TMR marketing strategy, the Operator will reasonably cooperate with TMR by participating in and promoting TMR marketing activities as reasonably required by TMR. Without limiting their scope, TMR marketing activities may include promotions, information sessions, focus groups, surveys, community consultation, and participation in local or regional events (such as local shows etc.) directly relating to TransLink services. If TMR requires the participation of the Operator in marketing of the system, TMR will provide the necessary marketing materials and any training necessary for the Operator to effectively participate in the activity.

22.3 Marketing by Operator

The Operator may, on obtaining written approval from TMR, undertake its own marketing campaigns in relation to the Services it provides under this contract. The Operator will inform TMR about any of those campaigns and will provide details of them at least ten (10) Days prior to any campaign commencing. Operator marketing campaigns must comply with the TransLink Branding Guidelines referred to in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).

22.4 Public communication and access

- (a) The Operator will allow representatives of TMR on Vehicles, without charging any fare, for the purpose of a communication campaign.
- (b) In carrying out the communication campaign, TMR will:
 - (i) provide the Operator with reasonable prior notice of its intention to conduct the campaign outlining the affected Services, the nature and duration of the campaign, and number of representatives involved in delivering the campaign;

- (ii) ensure that TMR's representatives involved in the campaign are adequately identified as such; and
- (iii) ensure that TMR's representatives involved in the campaign will comply with the Operator's workplace health & safety and security requirements and procedures.

22.5 Operator to cooperate

- (a) The Operator will cooperate with TMR in any communication campaign, including but not limited to any communication campaign associated with the introduction of a new ticketing or fares system, undertaken by TMR during the course of this contract.
- (b) Without limiting the foregoing, the Operator will:
 - (i) Affix public notices of upcoming service changes to relevant bus stops at least two weeks prior to the implementation of the service change;
 - (ii) Remove those public notices from the relevant bus stops two weeks after the implementation of the service change as per the timeframes in **Schedule 19**; and
 - (iii) Affix up-to-date passenger information decals inside the Vehicles as contemplated in clause 22.7 related to fares, concessions, zones, conditions of travel and other relevant materials to support campaigns.

22.6 TMR to provide materials and training

TMR will provide the Operator with any materials and training necessary to ensure the Operator's effective participation in any communication campaign.

22.7 TMR information

The Operator will provide space within each Vehicle for the display or dissemination of TMR information. "Space" in this clause means prominent means of displaying posters, brochures or prominent areas on the interior walls of the Vehicle providing that such spaces do not impact upon the spaces that have been reasonably specified for use by the Operator's advertising contractor.

22.8 Media Communication

- (a) TMR and the Operator will use their best endeavours to share information with each other which relates to communication of the Services.
- (b) TMR and the Operator will work together to develop a joint Media and Social Media Protocol during the Term of the Contract.

- (c) The Operator will inform TMR of any enquiries from the media concerning the Services as soon as practicable.
- (d) Without limiting the foregoing, TMR and the Operator agree that any media announcements, releases or opportunities about:
 - (i) the Services that were already being provided by the Operator on the Commencement Date must:
 - A. Be made jointly or with the prior written approval of the other party; and
 - B. Accurately reflect the relevant financial contributions of each party; and
 - (ii) any additions or improvements to the Services (except to the extent that such Services were already being provided by the Operator on the Commencement Date or Services under 22. 8 (e)) must:
 - A. Be made by TMR with prior written notification to the Operator; and
 - B. Accurately reflect the relevant financial contributions of each party.
- (e) Any additions or improvements to the Services solely funded by the Operator must be made by the Operator with written notification to TMR.
- (f) Notwithstanding the preceding clauses 22.8(a) to 22(c), the Operator may where reasonably necessary give practical information and guidance to the travelling public including via the media (but not formal media releases, announcements or publicity) about any changes to the Services that may impact on them.
- (g) If the Operator breaches clause 22.8 (d) then TMR, acting reasonably, may discontinue any previously agreed cost and/or revenue sharing arrangements associated with the additions or improvements to the Service for which the breach relates.
- (h) If TMR breaches clause 22.8 (d) then the Operator, acting reasonably, may discontinue any previously agreed cost and/or revenue sharing arrangements associated with the additions or improvements to the Service for which the breach relates.

23. CUSTOMER SERVICE AND CUSTOMER INFORMATION

23.1 Production of timetables

- (a) The Operator will be responsible for the production and supply of hand held and stop timetable documents for the Services in accordance with this clause 23.
- (b) The Operator must obtain TMR's prior written approval before producing or releasing any timetable documents for the Services.

- (c) TMR will, in a timely manner, notify the Operator of its approval or otherwise in respect of any timetable documents for the Services provided by the Operator.
- (d) Any timetable documents produced by the Operator must comply with TMR Branding Guidelines.

23.2 Timetable availability

The Operator will provide adequate information to the public in relation to the Services, by at least:

- (a) having readily available and displayed at all publicly accessible premises of the Operator, and at locations specified by TMR, timetables and route information for the Services that are accurate, current and legible and in sufficient numbers for public distribution; and
- (b) ensuring that timetable and route information is maintained in an accurate, current and legible condition.

Without limiting the foregoing, the Operator will display current timetable information at each bus stop along the route of each of the Services and will update the displayed timetables on the date that any timetable change takes effect (to the extent that the context of the change and logistics permit or require).

23.3 Availability of other timetables

In addition to the timetables and route information specified in clause 23.2 the Operator will make available for distribution to the public any other timetables and route information as agreed between the parties having regard to the Operator's available and appropriate space.

23.4 Service information

The Operator acknowledges that during the term of this contract, TMR requires the Operator to provide all its service information relevant to the public.

23.5 TransLink Information Services

The Operator will, as soon as practicable, provide TMR Information Services with details of any unplanned service changes, in such form as may be prescribed by TMR from time to time.

23.6 Not Used

23.7 Internet information

The Operator will provide information required for any website operated by TMR in relation to the Services including, but not limited to, the TMR website.

23.8 Website information

Either party may link to the website of the other party in relation to the Services.

23.9 Lost property

The Operator will maintain a lost property register and provide a facility for the public to reclaim their lost property. The procedure for passengers to collect lost property should be provided by the Operator to the TransLink Information Services to communicate to passengers.

23.10 Complaints

- (a) The Parties acknowledge that TMR has developed a customer contact system to receive and manage feedback from members of the public about their experiences when using the Services and all services provided by any TMR Operator within the TMR system. Customer support procedures, guidelines and standards have been developed to ensure that all TMR related customer contacts are consistently and effectively dealt with by TMR operators in a timely manner.
- (b) To assist TMR Operators, TMR has developed the “Customer Feedback Manual for Service Providers” that details the procedures, guidelines and standards referred to in clause 23.10(a). The Parties acknowledge that the flow charts, procedures and guidelines contained in the document were developed by TMR in consultation with TMR Operators, prior to the commencement of this Contract.
- (c) The Parties also acknowledge that TMR has developed a web-based complaints management programme called “CustomerLink” which assists in the recording and monitoring of feedback and appropriate responses by TMR Operators and TMR.
- (d) The Operator will use its best endeavours to comply with the procedures, guidelines and standards and all requirements and processes contained in the Customer Feedback Manual for Service Providers and the Operator agrees to use the web-based complaints management programme in the manner stipulated in the Customer Feedback Manual for Service Providers and as directed by TMR.
- (e) Notwithstanding the provisions of this clause, TMR and the Operator will be jointly responsible for identifying and taking reasonable steps to continuously improve end-to-end TMR and the Operator customer feedback management.

24. CONTRACT REVIEW

24.1 Midterm review

The Operator's performance under this contract will be subject to a midterm review as specified under section 46 (Review of holder's performance) of the Act.

24.2 Annual reviews

In addition to the midterm review, the Operator's performance under this contract will be reviewed during each year of the term. The annual review will take place as near as practicable to each anniversary of the Commencement Date or at a time agreed to by the parties.

24.3 Operator to co-operate

In order to facilitate a review under this clause 24, the Operator will:

- (a) Subject to TMR giving reasonable notice and not causing undue disruption to the Operator providing the Services, give TMR access to all of its books and records relevant to the performance of this contract;
- (b) comply with all reasonable guidelines and directions issued by TMR relating to the review;
- (c) co-operate with TMR to ensure that any review conducted under this clause is completed promptly; and
- (d) where practicable and having regard to costs and available resources, implement all improvements that TMR reasonably determines are necessary to improve the level of the Services under this contract.

TMR will provide to the Operator full and true copies of any reports of any review, in a reasonable and timely manner of completion of the same by TMR.

25. FORCE MAJEURE

25.1 Events of Force Majeure

Subject to clause 25.2, the Operator will not be liable for any delay in or failure to perform its obligations if:

- (a) the delay or failure arises from causes beyond its reasonable control including by (but without limitation):
 - (i) act of God;
 - (ii) strike, lockout or other industrial disturbance;
 - (iii) act of public enemy, terrorism, war, blockade, revolution, riot, insurrection, or civil commotion;
 - (iv) lightning, storm, flood, fire, earthquake, or explosion;

- (v) any action, inaction, demand, order, restraint, restriction, requirement, prevention, frustration or hindrance by or of any applicable government authority;
- (vi) airport closures;
- (vii) the unavailability (other than due to default or lack of planning or forethought by the Operator) of any essential equipment, chemicals, resources or other materials; or
- (viii) incidents causing significant traffic congestion which directly cause delay to or cancellation of a service.

(each an “**Event of Force Majeure**”)

- (b) the Operator has taken all proper precautions, due care and reasonable alternative measures with the object of avoiding the delay or failure and of carrying out its obligations under this contract; and
- (c) as soon as possible after the beginning of an occurrence which affects the ability of the Operator to observe or perform any of its covenants or obligations under this contract and after that whenever requested by TMR, the Operator has given notice to TMR of the specific nature of the occurrence, the measures being taken by the Operator to overcome the occurrence and, as far as possible, estimating its remaining duration and has used all reasonable endeavours to overcome the effects of the occurrence in question.

25.2 Operator's Transport System

In the event of Missed Trips due to or arising out of an Event of Force Majeure for a sustained period or applying broadly to the Services, TMR and the Operator will meet in a timely manner to discuss in good faith the strategic interest in maintaining the Operator's service capability (including possible contribution towards the Operator's unavoidable costs) during the event of force majeure.

26. TERMINATION OF CONTRACT

26.1 Rights of amendment, suspension or cancellation

- (a) TMR may amend, suspend or cancel this contract pursuant to, and in the manner prescribed in, section 47 of the Act if:
 - (i) the Operator contravenes a condition of the contract; or
 - (ii) TMR reasonably believes a contravention by the Operator is imminent.
- (b) In addition to the rights of amendment, suspension or cancellation in clause 26.1(a), and any other rights TMR may have, TMR may immediately amend, suspend or cancel this

contract pursuant to section 47(3) of the Act if TMR reasonably believes that the Operator is unable to provide any or all of the Services.

- (c) In addition to the rights granted in clause 26.1(a) and 26.1(b) and any other rights TMR may have, TMR may terminate this contract if
- (i) an order is made or a resolution is effectively passed for the winding up or dissolution of the Operator (except for the purpose of solvent reconstruction or amalgamation for which TMR has given its prior written approval); or
 - (ii) the Operator goes into liquidation or makes an assignment for the benefit of or enters into an arrangement, composition or compromise with its creditors, or any class of its creditors; or
 - (iii) a receiver and manager, controller, administrator, trustee or similar officer is appointed over all or any part of the assets of the Operator or an application or order for such an appointment is made; or
 - (iv) execution is levied against the Operator and not discharged within thirty (30) Days; or
 - (v) the Operator is unable to pay its debts as and when they fall due, or is deemed unable to pay its debts according to any applicable legislation (other than because of a failure to pay a debt or claim that is the subject of a good faith dispute); or
 - (vi) the Operator's operator accreditation is suspended or cancelled; or
 - (vii) anything analogous or having a similar effect to anything referred to in clauses 26.1(c)(i) to 26.1(c)(vi) occurs.

provided that, before taking action under this clause to terminate this contract, TMR must give the Operator written notice of the intended action and allow the Operator an opportunity to make written representations about the intended action within 10 Days.

- (d) If the Operator has contravened a condition of this contract, TMR may, without limiting any other right that TMR may have under the Act or at law, do any one or more of the following:
- (i) suspend the operation of this contract for any period during which the contravention continues and, engage another Person to provide the Services in all or in part in the place of the Operator for the period of the suspension; or
 - (ii) sue the Operator for damages for breach of contract; or
 - (iii) require the Operator to pay to TMR, in respect of each individual breach of a key performance indicator, the maximum amount prescribed by the Act; or

- (iv) require the Operator and employees and officers of the Operator nominated by TMR to undertake at the Operator's expense such training and obtain such assistance as TMR may determine.

26.2 Compensation for Termination

With the exception of compensation which may be payable under section 47(4) of the Act, no compensation shall be payable by TMR in respect of any action taken under this clause 26 and the action taken shall not:

- (a) defer, delay or limit any other rights TMR may have (including, without limitation, a right of termination under this clause or under the Act or a right to seek damages in respect of any default); or
- (b) in the case of action taken under clause 26.1(c), relieve the Operator of any obligation or liability under this contract.

26.3 Conditions of this Contract

The parties agree that the following provisions are conditions of this contract for the purposes of clause 26.1(a)(i): Clauses 4, 6, 8.1, 8.2, 8.3, 13.2(a), 14.1, 14.4(a), 14.4(b), 14.8, 14.10(d), 15.1(b), 15.1(c), 15.5, 15A.1, 15A.3, 16.1(b), 16.1(c), 16.1(d), 17, 18.2, 19.2(b), 20.1(a), 21, 24.3, 29.1, 29.3, 30.3, 31.1, 31.2, 32.2, 32.3, 32.4.

26.4 Termination by the Operator

- (a) The Operator may terminate this contract by giving three (3) months' written notice of its intention to do so to TMR if:
 - (i) TMR is in significant breach of an obligation under clause 11.1, 12.2, 18.6 or 31.1, of this contract; and
 - (ii) TMR has failed to remedy that breach within ten (10) Days of having received written notice to do so from the Operator.
- (b) The taking of action under clause 26.4 above, does not limit any other right or remedy that the Operator may have or which may accrue under contract, legislation, at general law, torts or in equity.

27. DISPUTE RESOLUTION

- (a) Unless a party has complied with the procedure in the following parts of this clause, that party may not commence court proceedings relating to any dispute arising from this contract, except where that party seeks urgent interlocutory relief (in which case that party need not comply with this clause 27 before seeking such relief). Where a party fails to

comply with this clause, any other party in dispute with the party so failing to comply need not comply with this clause 27 before commencing court proceedings relating to that dispute.

- (b) Any party claiming that a dispute has arisen under this contract between the parties must give notice to the other party designating as its representative in negotiations relating to the dispute a person with authority to settle the dispute. The party given written notice must promptly give notice to the other party, designating as its representative in negotiations relating to the dispute a person with similar authority.
- (c) The designated people must seek to resolve the dispute within ten (10) Days of the last designation required by clause 27(b).
- (d) If the dispute is not resolved within that period of ten (10) Days (or within such further period as the representatives may agree is appropriate) the parties in dispute within a further ten (10) Days (or within such further period as the representatives may agree is appropriate) must seek to agree on:
 - (i) a process for resolving the whole or part of the dispute through means other than litigation, such as further negotiations, mediation, conciliation, independent expert determination or mini-trial;
 - (ii) the procedure and timetable for any exchange of documents and other information relating to the dispute;
 - (iii) procedural rules and a timetable for the conduct of the selected mode of proceeding;
 - (iv) a procedure for selection and compensation of any neutral person who may be employed by the parties in dispute; and
 - (v) whether the parties in dispute should seek the assistance of a dispute resolution organisation.
- (e) After the expiration of the time established by or agreed under clause 27(d) for the agreement on a dispute resolution process, any party which has complied with the provisions of the clause may in writing terminate the dispute resolution process and may then commence court proceedings relating to the dispute.
- (f) The purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 27 is to attempt to settle the dispute between the parties, and will accordingly be treated as "without prejudice" in any subsequent court proceedings.
- (g) Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this contract to the extent possible.

28. TRANSFER AND SURRENDER OF CONTRACT

28.1 Transfer

- (a) The Operator may transfer its rights and liabilities under this contract only with the prior written approval of TMR in accordance with section 48 of the Act.
- (b) The parties acknowledge that the terms and conditions of this contract are particular to the Brisbane City Council and will not necessarily be appropriate for transfer to another Person.

28.2 Surrender

The Operator may surrender this contract only with the prior written approval of TMR in accordance with section 48 of the Act. This contract will terminate on the effective date of surrender.

28.3 Consequences of surrender

The Operator will not be liable to pay any amount to TMR for the cost of engaging another Person to provide the Services under this contract in the place of the Operator after the effective date of surrender, although this is not to limit any other obligation to pay compensation, whether in respect of a default of the Operator or otherwise.

28.4 Approval of TMR

Approval of TMR under this clause may be given or declined in the unfettered discretion of TMR or given subject to such conditions as TMR thinks fit.

28.5 Requests for TMR approval

The Operator will give any request for approval of TMR under this clause to TMR at least thirty (30) Days prior to the proposed effective date of transfer or surrender of this contract.

29. SUBCONTRACTING

29.1 Consent required to subcontract

The Operator will not subcontract the provision of any of the Services under this contract without the prior written consent of TMR, which:

- (a) may be conditional;
- (b) will not operate as an authority to transfer responsibility for obligations of the Operator under the contract to the subcontractor; and

- (c) will not relieve the Operator from any of its liabilities or obligations under this contract.

29.2 Copy of proposed subcontract to be provided

The Operator will provide to TMR at the time of requesting approval to subcontract a copy of the proposed subcontract agreement (excluding financial information including but not limited to the sub-contract price), which will include the following information:

- (a) details of which of the Services are to be operated by the Operator and which of the Services are to be operated by the subcontractor;
- (b) details of the arrangements to ensure the co-ordination of the Services provided by the Operator and the subcontractor; and
- (c) the postal address, email address, telephone number and facsimile number of the subcontractor.

29.3 TMR's rights under subcontract

If the Operator enters into a subcontract pursuant to this clause:

- (a) the Operator will ensure that it is a term of the subcontract that TMR will deal through the Operator with the subcontractor concerning any matter relating to the subcontractor's operations;
- (b) TMR will provide written correspondence through the Operator to the subcontractor in relation to any matter arising out of this contract;
- (c) any act or omission of the subcontractor binds the Operator and can be relied on by TMR as a statement, act or omission of the Operator;
- (d) the Operator will ensure that it is a term of the subcontract that the Operator may terminate the subcontract, without additional cost to TMR, on the grounds specified in clause 29.4; and
- (e) the Operator will ensure that the subcontract adequately takes into account TMR's ability to change its service requirements (including the subcontracted service) pursuant to this contract.

29.4 Termination of subcontract

- (a) Where TMR is dissatisfied, on reasonable grounds, with the performance of the subcontractor, and the subcontractor's performance fails to improve within a reasonable period of notice by TMR to the Operator, the matter may be taken to be dispute amenable to the dispute resolution procedure in clause 27 under this contract

- (b) Should the Operator choose to terminate its subcontract with the subcontractor, the Operator must provide notice of at least thirty (30) days to TMR.

29.5 Requests to subcontract

The Operator will give any request to subcontract under this clause to TMR at least thirty (30) days or such lesser period as agreed by TMR as a result of TMR exercising its rights under clause 29.4) prior to the proposed commencement date of the subcontract.

29.6 Existing subcontracts

- (a) The Chief Executive acknowledges that the Operator has existing subcontracts in place with the subcontractors identified in **Schedule 17 (Approved Subcontract Arrangements)** and consents to the continuation of those arrangements in accordance with the terms of those subcontracts. To avoid doubt, the Operator will require TMR's prior written consent under clause 29.1 before entering into new or extended subcontracting arrangements with existing subcontractors.
- (b) The Operator will use its best endeavours to obtain the consent of the existing subcontractors to provide a copy of the existing subcontract (excluding financial information) to TMR. Upon receipt of such consent, the Operator will provide TMR with a copy of the subcontract.

29.7 Contact with Subcontractors

TMR will not approach the subcontractors engaged by the Operator in relation to those Services being performed by the subcontractor without giving prior notice to and obtaining the prior written consent of the Operator.

29.8 Driver Wages Parity

- (a) The Operator currently sub-contracts some of its Services to sub-contractors in accordance with this Contract.
- (b) The Queensland Government has set up the Bus Driver Wages Adjustment Fund.
- (c) TMR is administering the Bus Driver Wages Adjustment Fund in accordance with the Driver Wages Guidelines.
- (d) To facilitate the payment of the Lump Sum Wage Adjustment, Annual and Long Service Leave Liability Impact Payment and the Ongoing Wage Adjustment under the terms of the Guidelines, the parties have agreed to enter into a separate deed to be executed no later than 30 August 2019.

29A CHANGE OF SHAREHOLDING

29A.1 TMR consent required

Where the Operator is a corporation, other than a company whose shares are listed on any stock exchange in Australia, the Operator will not permit any substantial change in the underlying shareholding of the Operator without obtaining TMR's prior written consent.

29A.2 Substantial change

For the purposes of clause 29A.1, a substantial change in the underlying shareholding of the Operator will occur whenever:

- (a) There is a transfer in the issued capital of the Operator of thirty percent (30%) or more; or
- (b) Any corporation or related bodies corporate (as defined in the Corporations Act) not holding between them more than fifty percent (50%) of the issued capital or voting rights of the Operator, acquires or acquire between them so much of the issued capital or voting rights of the Operator as when added to the issued capital or voting rights (if any) previously held by that corporation or related corporation represent in the aggregate more than fifty percent (50%) of the issued capital or voting rights of the Operator; or
- (c) Any person or any persons and their relatives (as defined in the *Income Tax Assessment Act 1936*) not holding between them more than fifty percent (50%) of the issued capital or the voting rights of the Operator acquires or acquire between them so much of the issued capital or voting rights of the Operator as when added to the issued capital or voting rights (if any) previously held by that person or those persons represent in aggregate more than fifty percent (50%) of the issued capital or voting rights of the Operator; or
- (d) Any of the changes referred to in clause 29A.2(b) or (c) occur to any holding company (as defined in the Corporations Act) of the Operator or in any holding company of any holding company of the Operator.

30. CONFIDENTIALITY, PRIVACY AND MAINTENANCE OF RECORDS

30.1 Keep confidential

Subject to the following clause 30.2, each party will keep confidential the contents of all books, documents and information made available to that party for the purposes of entering into and carrying out obligations under this contract and will not disclose the same to any other Person without the written consent of the other party.

30.2 Exceptions to confidentiality

The preceding clause 30.1 will not apply in the following circumstances:

- (a) disclosures permitted by this contract;
- (b) disclosures required by law;
- (c) disclosures to solicitors, barristers or other professional advisers who are under a duty of confidentiality;
- (d) disclosures between bankers or other financial institutions and the Operator, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements that are relevant to this contract.

30.3 Operator to comply with TMR's Privacy Scheme

- (a) The Operator will, where it is required to collect confidential or personal information on behalf of TMR, comply with TMR's Privacy Scheme as notified from time to time.
- (b) Without limiting clause 30.3(a), the Operator will advise Persons providing such information of the purpose for which it is being collected and how it will be managed.

30.4 Operator to be provided with information concerning TMR's Privacy Scheme

TMR will provide the Operator with information regarding TMR's Privacy Scheme in order that the Operator may comply with the preceding clause 30.3.

30.5 Maintenance of records

The Operator will ensure that proper records are kept and maintained of all the Operator's activities in relation to the provision of the Services for a period of 7 years or such other greater period as may be required by applicable legislation.

31. REPRESENTATIONS AND WARRANTIES

31.1 Representations and warranties to be true

Each party (the "first party") represents and warrants to the other party that all statements, representations, and projections made or required to be made under this contract by the first party or any representatives of the first party to the other party are and will be, to the best knowledge of the first party and its representatives (after making reasonable enquiries and based on reasonable assumptions and not omitting any material detail within the knowledge of the first party or its representatives), complete, true, accurate, made on reasonable grounds, and not misleading or deceptive or likely to mislead or deceive.

31.2 Warranty of authority

Each Person signing this contract as an authorised officer or agent of any party, by so doing, warrants to the other party that, as at the date of signing, that Person has full authority to execute this contract on behalf of that party.

31.3 Power of attorney

Each Person signing this contract as attorney for a party, by so doing, warrants to the other party that, as at the date of signing as attorney, that Person has not received any notice or information of the revocation of the power of attorney appointing that Person.

31.4 No oral or written warranties

No oral or written warranties, representations, or other terms or conditions of any nature not contained in this contract will be of any force unless they have been reduced to writing and signed by the parties and are expressed to be in modification of this contract.

32. OPERATOR INDEMNITY AND INSURANCE

32.1 Indemnity

The Operator indemnifies TMR and all its servants, agents and contractors (the “indemnified” for the purposes of this clause) from and against all actions, claims, demands, direct, indirect or consequential losses (including lost profits, revenue and opportunities), damages, costs (including legal costs on a full indemnity basis) and expenses for which any of the indemnified may become liable to the extent they are directly or indirectly caused by reason of or in connection with:

- (a) the performance or non-performance of this contract by the Operator or any agent, subcontractor or employee of the Operator;
- (b) any act or omission of the Operator or any agent, subcontractor or employee of the Operator (whether arising in tort, contract, by law or under statute);
- (c) the provision of or failure to provide the Services under this contract;
- (d) any inaccurate or incorrect information provided by the Operator under this contract that is relied upon by TMR or a third party to their detriment; or
- (e) the use of the Operator's premises, Vehicles or other facilities by any Person in order to access, travel on or exit the Services.

32.2 Insurance

The Operator will maintain the following insurances at its own expense (whether through insurance policies with external insurer(s) or a bona fide program of self insurance or a combination thereof) for the term of this contract:

- (a) a workers' compensation insurance policy in accordance with the *Workers' Compensation and Rehabilitation Act 2003*;
- (b) an adequate public liability insurance policy (excluding claims for personal injury (including death) or property damage caused by or arising out of motor vehicles) of at least the level specified in **Schedule 3** per incident for liability to the public (including the indemnified) in respect of personal injury to or death of any Person or injury, loss or damage to any property including property belonging to the indemnified, arising out of this contract or any act or omission of the Operator relating to this contract;
- (c) compulsory third-party motor Vehicle insurance of the Operator's public passenger Vehicles and all insurances required by law which are directly or indirectly related to the provision of the Services under this contract;
- (d) motor vehicle third party damage insurance of at least the level specified in **Schedule 3** per claim for liability to the public (including the indemnified) in respect of loss or damage to any property (including property belonging to the indemnified) or personal injury to (including death of) any person, arising out of this contract; and
- (e) any other insurances that TMR may reasonably require in the amounts and for perils against which a prudent Operator would protect itself in similar circumstances.

32.3 Increased coverage

- (a) If TMR, based on actuarial advice, at any time believes that the amount of public liability cover per event which the Operator carries is insufficient in view of the nature of the Services to be provided under this contract, TMR may require the Operator to take out additional insurance in accordance with the actuarial advice.
- (b) The Operator must comply with any notice issued under clause 32.3(a) provided that prior to issuing such a notice TMR has:
 - (i) Given the Operator at least ten (10) Days to show cause in writing why in the Operator's opinion the additional insurance is not required; and
 - (ii) Where the Operator shows cause within the time contemplated by (i), afforded the Operator the opportunity to meet with TMR (within ten (10) Days of receipt of the Operator's show cause) with a view to resolving the issue by agreement.

32.4 Terms of insurance

The insurances effected under this clause will:

- (a) excluding Workers' Compensation and Compulsory Third Party Motor Vehicle Insurances:
 - (i) note the interests of the indemnified;
 - (ii) contain a waiver of any subrogation rights which the Operator's insurers may have against the indemnified whether the damage is caused by the act, omission or negligence of the indemnified; and
- (b) be taken out with reputable insurers acceptable to TMR and on terms satisfactory to TMR.

32.5 Evidence of insurance

The Operator will, upon request of TMR, provide TMR with evidence of the currency and a copy of the terms and conditions of the insurances effected under this clause within seven (7) Days of such a request being made.

32A TMR INDEMNITY

TMR indemnifies the Operator and all of its servants, agents and contractors (the "indemnified" for the purposes of this clause) from and against all actions, claims, demands, direct losses, damages, costs (including reasonable legal costs) and expenses for which any of the indemnified may become liable to the extent that they are caused directly by reason of or in connection with any negligent act or omission of TMR (or any employee, agent or contractor for whom TMR is responsible) upon the Operator's Vehicles or at the Operator's premises.

32B INDEMNITY NOT DEFEATED

The indemnities contained in clauses 32 and 32A will not be defeated by reason of any negligence, omission or default of the indemnified or any other Person for whom an indemnified is responsible (except for the wilful misconduct of the indemnified or any other Person for whom an indemnified is responsible), however the indemnifying party's liability to indemnify the indemnified is reduced proportionately to the extent that an act or omission (whether negligent, wilful or otherwise) of the indemnified, or breach of this contract by the indemnified, has contributed to the injury, death, damage or loss.

32C RELEASE

The indemnifying party releases the indemnified from all actions, proceedings, claims and demands which, but for the indemnity provision of this clause, might be brought or made against any of the indemnified by the indemnifying party.

33. COSTS AND TAXES

33.1 Contract costs

Subject to any contrary provision in this contract, the parties will bear their own costs (including legal costs) of and incidental to the preparation, negotiation and signing of this contract.

33.2 Taxes and Duties

- (a) Subject to clause 34, and save and except as provided by clause 33.2(b), the Operator must pay and indemnify TMR against liability for any tax, charge, duty or impost of any kind (including stamp duty but not including income tax or capital gains tax) and registration fees assessed on this contract, on any documents created under this contract, in respect of any transaction evidenced by this contract and in respect of the performance by the parties of any of their respective obligations under it.
- (b) TMR will pay stamp duty assessed on this contract only. To avoid doubt, the Operator must pay and indemnify TMR against any other stamp duty payable under clause 33.2(a) including, stamp duty on the transfer of this contract pursuant to section 48 of the Act.

34. GST

34.1 Definitions

“**GST**” means the goods and services tax that is payable under the GST law.

“**GST amount**” means any payment (or the relevant part of the payment) multiplied by the appropriate rate of GST (currently 10%), together with any related interest, penalties, fines or other charges but only to the extent they arise from the payer’s failure to pay when due.

“**GST law**” means the GST law as defined in *A New Tax System (Goods and Services Tax) Act 1999*.

“**input tax credit**” has the meaning given to that term by the GST law.

“**recipient created tax invoice**” has the meaning given to that term by the GST law.

“**payment**” means any amount payable under or in connection with this contract including any amount payable by way of indemnity, reimbursement or otherwise (other than a GST amount) and includes the provision of any non-monetary consideration.

“**tax invoice**” has the meaning given to that term by the GST law.

“**taxable supply**” has the meaning given to that term by the GST law.

34.2 Payments expressed as GST exclusive

All payments referred to in this contract have been calculated without regard to GST.

34.3 Costs and expenses expressed as GST exclusive

Any reference to a cost or expense in this contract excludes any amount of GST forming part of the relevant cost or expense for which the party who has incurred the cost or expense may claim an input tax credit. That party will be assumed to be entitled to claim a full input tax credit unless it can prove otherwise prior to the date of any payment.

34.4 GST payable

If the whole or any part of any payment is the consideration for a taxable supply, the payer will pay to the payee an additional amount equal to the GST amount either concurrently with that payment or as otherwise agreed in writing.

34.5 Parties to exchange information

The parties will exchange information and documentation that is reasonably necessary for each to make a proper assessment of their obligations and entitlements under the GST law.

34.6 Parties to register for GST

The parties acknowledge that they are registered for GST and will use their best endeavours to remain registered for GST for the duration of this contract. Any party who ceases to be registered for GST will immediately notify the other party of that cessation.

34.7 Operator to issue tax invoices

- (a) The Operator will issue tax invoices in respect of the Services supplied by the Operator under this contract. The Operator will provide TMR with a complying tax invoice in respect of any supply for which the Operator seeks to be paid before any payment will be made to the Operator under this contract.
- (b) Subject to the agreement of the Operator, TMR may issue recipient created tax invoices if it determines at any time that it is appropriate or convenient to do so.

34.8 Fare remittances

Nothing in this clause 34 affects the Operator's obligation to remit to TMR the full amount of revenue from ticket sales received by the Operator on behalf of TMR.

35. CHOICE OF LAW AND JURISDICTION

35.1 Choice of law

This contract is governed by and will be construed in accordance with the laws of Queensland.

35.2 Jurisdiction

(a) Contract entered in Queensland

This contract is deemed to be entered into in Brisbane, Queensland.

(b) Queensland courts

Any proceedings between the parties brought at any time that relate in any way to this contract will be dealt with in courts of competent jurisdiction in Queensland or for appeals, the courts competent to determine appeals from those courts.

36. NOTICES

36.1 Addresses for notices

Any notice in connection with this contract will be taken to have been given when made in writing and delivered or sent and received by post or facsimile to the party to which it is intended to be given at the following respective addresses:

TMR:

Translink Division

Director SEQ Bus Contracts

Floor 4

61 Mary Street

Brisbane QLD 4000

The Operator:

The Divisional Manager

Transport for Brisbane

266 George Street

Brisbane QLD 4000

36.2 Receipt after posting

Any notice or other communication sent by post will be taken to have been received at the expiration of three (3) Days after the date of posting.

36.3 Other communications

Communications other than notices in connection with this contract may be given by delivery, posting and facsimile or other methods including email.

37. GENERAL PROVISIONS

37.1 Compliance with Legislative Requirements

The Operator will at all times comply with applicable legislative requirements including in particular the operation of Buses, the provision of Scheduled Passenger Services and the employment of Persons in connection with the Services.

37.2 Time of essence

Time is of the essence of this contract.

37.3 Successors

This contract is binding on the parties and their respective successors and permitted assigns, and will be enforceable by and against the parties or those successors and assigns.

37.4 Counterparts

This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

37.5 Entire agreement

This contract contains the entire agreement between the parties and supersedes all prior arrangements and understandings of whatever nature made in relation to its subject matter.

37.6 Breach of contract schedule

The breach of any conditions contained in any schedule attached to this contract is a breach of the contract itself.

37.7 Variations and waivers to be in writing

No variation, modification or waiver of any provision in this contract, or consent to any departure by any party from any such provision, will be of any effect unless it is in writing and signed by the parties or (in the case of a waiver) by the party giving it.

37.8 Waiver

No failure, delay, relaxation or indulgence by any party in exercising any right under this contract will operate as a waiver of such right, nor will any single or partial exercise of any such right or failure to do so preclude any other or future exercise of such right, or the exercise of any other right under this contract.

37.9 Joint and several obligations

- (a) If any party consists of more than one Person, then the liability of those Persons in all respects under this contract will be a joint liability of each two or more of those Persons and a liability of each of those Persons severally.
- (b) Any contract, representation or warranty in favour of more than one party is for the benefit of each two or more of those parties jointly and each of them severally.

37.10 Limitation of Liability

To the extent permitted by law, if a court determines that a party (the “first party”) is liable to pay damages to the other party and if the other party or any other Person (including other advisors to the other party) have contributed to the loss the other party suffered, the damages payable by the first party will be reduced to the amount which would ultimately be payable by the first party if:

- (a) the legislation providing for a defence of contributory negligence applied to a claim based on breach of contract; and
- (b) the other party joined every Person who was liable to pay damages in respect of the other party’s claimed loss, the first party obtained an order for contribution against each of those Persons and those Persons paid to the other party the amounts of their respective contributions.

37.11 Authority to complete dates

TMR may date this contract. To avoid doubt, TMR does not have the authority to complete any blanks left by the Operator.

37.12 Further assurances

Each party to this contract will do all things and sign all deeds and other documents as may reasonably be required by the other party to carry out and give effect to the terms and intentions of this contract and to perfect, protect and preserve the rights of the other party.

37.13 Survival of Clauses

The following clauses shall survive the expiration or early termination of this contract together with any other clause which is necessary to survive to give efficacy to the following clauses or by its nature is intended to do so:

- (a) Clauses [12.6, 12.7, 14.5 15A.4, 19.6, 20A, 30, 32.1, 32A, 32B, 32C, 33.2, 35, 37.9 and 37.10]

38. INTERPRETATION AND DEFINITIONS

38.1 Interpretation

In the interpretation of this contract, unless the context otherwise requires:

- (a) singular includes plural and vice-versa;
- (b) any gender includes every gender;
- (c) references to writing include any means of representing or reproducing words (in English), figures, drawings or symbols, in a visible, tangible form;
- (d) references to signature and signing include due execution by a corporation or other legal entity;
- (e) references to months mean calendar months;
- (f) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all Regulations, orders in council, rules, by laws and ordinances made under those statutes;
- (g) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (h) references to clauses, sub-clauses, schedules, or annexures mean clauses, sub clauses, schedules, or annexures of this contract;
- (i) the Recitals form part of this contract;

- (j) headings and the table of contents are used for convenience only and are to be disregarded;
- (k) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (l) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (m) no rule of construction of documents will apply to the disadvantage of a party on the basis that the party put forward this document or any relevant part of it;
- (n) if any term of this contract is legally unenforceable or made inapplicable, it will be severed or read down, but so as to maintain (as far as possible) all other terms of this contract (unless to do so would change the underlying commercial purposes of this contract);
- (o) references to monetary terms mean Australian currency;
- (p) where any monetary amount or rate is specified by reference to a fixed period of time, the monetary amount or rate for a shorter period will be proportionately reduced;
- (q) if any index or rate referred to in this contract is discontinued during the term of this contract, the reference to that index or rate will be taken to be a reference to an independent replacement index or rate that best reflects the cost elements or interest calculations underlying the original index or rate.

38.2 Resolving inconsistencies

Any inconsistency between documents comprising this contract is to be resolved by reference to the parts of the contract in the following order of precedence:

- (a) this contract;
- (b) **Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21**; and
- (c) Annexures applicable to this contract.

38.3 Definitions in Act to apply

Words defined in the Act will have the same meaning in this contract unless the contrary intention appears in this contract.

38.4 Contract Definitions

In this contract, unless the context otherwise requires:

"**Act**" means the *Transport Operations (Passenger Transport) Act 1994* (Qld), as amended from time to time.

"**Additional Services**" means additional Scheduled Passenger Services by Bus.

"**Adverse Effect**" has the meaning given in clause 12.10(a)

"**Annual and Long Service Leave Liability Impact Payment**" has the meaning given in the Guidelines

"**Annual Recurring Event**" means events that are hosted, promoted or funded by TMR or another instrumentality of the State of Queensland.

"**Annual Service Contract Fee**" means the annual funding amount agreed between the Operator and TMR for each Financial Year as specified in **Schedule 9** (Contracts Payments and Pricing), Table 9.1 (Annual Service Contract Fee) as amended from time to time.

"**Annual Service Kilometres**" means the number of kilometres specified in **Schedule 2** (Services Plan), Table 2.1 (Services Plan) as at [insert] 2019.

"**Approved Acquisition and Replacement Schedule**" means:

- (a) for the quarter immediately following the Commencement Date, the document in **Annexure 3**; and
- (b) for each quarter thereafter, the document referred to in clause 18.5(c)(ii).

the document in **Annexure 3**, as updated each quarter in accordance with clause 5.1 of **Schedule 5**.

"**Approved Vehicles**" means the Vehicles (including spare Vehicles) specified in **Annexure 2** (Approved Vehicle Register) to be used by the Operator to provide the Services.

"**Approved Vehicle Register**" means the register in **Annexure 2**, as updated each quarter in accordance with clause 4.1 of **Schedule 4**.

"**Base Kilometres**" means that number of kilometres specified in **Schedule 2** (Services Plan) as base kilometres.

"**Brisbane Transport**" or "**BT**": means "**Operator**" as defined below. The use of the terms "Brisbane Transport" or "BT" within documents in Annexure 4 can be substituted for the "Operator".

"**Bus**" means "bus" as defined in the Act.

"Bus Driver Wages Fund": means the bus industry assistance package set up by the Queensland Government.

"Charter/Shuttle service" means "charter bus service" as defined in the Act.

"Commencement Date" means 12.01am on 25 June 2019.

"Consultation Guidelines" means community consultation guidelines and policies, as approved by TMR, as amended from time to time.

"Contract Year" means, in relation to this contract, a period which begins on 1 July of a calendar year and ends on 30 June the following year. By way of example, the first Contract Year of this contract is 1 July 2019 to 30 June 2020.

"Compliance Target" means the "Compliance Target" set out in each of the Performance Measures.

"Cross Area Service" means a Scheduled Passenger Service that crosses the border of the Operator's Defined Area.

"Cubic" means Cubic Transportation Systems (Australia) Pty Limited and Cubic Transportation Systems Inc.

"Cubic Agreement" means the agreement between Cubic and the TransLink dated 17 July 2003 for the provision of services for the South East Queensland Integrated Ticketing System as amended from time to time.

"Day" means a day that is not a Saturday, Sunday or public or special holiday in the place in which any relevant act is to be or may be done.

"Declared Area" means the service contract area titled 'Brisbane Service Contract Area / Route' as identified from time to time by notice by TMR under section 42B of the Act.

"Defined Area" means the area specified in **Schedule 1 (Defined Area)**.

"Event of Force Majeure" has the meaning given in clause 25.1.

"Excluded Assets" means the assets specified in **Schedule 16 (Excluded Services and Assets)** as amended from time to time with the agreement of both parties.

"Excluded Services" means the services specified in **Schedule 16 (Excluded Services and Assets)** as amended from time to time with the agreement of both parties.

“Financial Year” means, in relation to this contract, a 52 week or 53 week period which ends on the last Friday of June. By way of example, the first Financial Year of this contract is 25 June 2019 to 26 June 2020.

“First Line Maintenance” means the maintenance obligations of the Operator in relation to Ticketing Equipment as specified in the TMR Ticketing Maintenance Manual.

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time.

“Guideline” means any TMR issued guidelines relating to Vehicles, as amended from time to time, and provided to the Operator.

“Driver Wages Guidelines” means the guidelines dated 4 September 2018 (as amended on 25 September 2018) published by the TMR for the administration of the Bus Driver Wages Adjustment Fund.

“Final Cost Model” means a final statement of service change costs using the template in **Schedule 9** (Contract Payments and Pricing), Table 9.5, approved by TMR under clause 9.9 of Schedule 9 and provided by the Operator four (4) weeks prior to the implementation of a service change, post approval and scheduling.

“IMT Area” means “integrated mass transit area” as defined in the Act.

“IMT Service Contract” or **“Integrated Mass Transit Service Contract”** means “integrated mass transit service contract” as defined in the Act.

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

“Interim Cost Model” means a statement of service change costs using the template in **Schedule 9** (Contract Payments and Pricing), Table 9.5, provided by the Operator eight (8) weeks prior to the implementation of a service change, prior to approval and scheduling.

“Lump Sum Wage Adjustment” has the meaning given in the Driver Wages Guidelines.

“Major Deviation” means an event beyond the Operator's reasonable control which:

(a) causes a deviation from the usual route or timetable and an increase in the number of Annual Service Kilometres and/or an increase in the scheduled running time; and

(b) impacts on the Operator's costs by \$5,000.00 or more per instance.

"Major Service Change" means a change that has a major impact on either funding provided by TMR pursuant to this contract, the Operator's costs or passengers, as determined under TMR's policy entitled "Service Change Classification – Buses", and amended from time to time, and for the purposes of this definition "major" is at least \$1,000.00 per instance or greater than \$20,000.00 in aggregate in a Financial Year.

"Minimum Service Levels" means the minimum service levels referred to in section 40 of the Act and which are specified in **Schedule 2** (Services Plan).

"Minor Deviation" means an event beyond the Operator's reasonable control which:

- (a) causes a deviation from the usual route or timetable and an increase in the number of Annual Service Kilometres and/or an increase in the scheduled running time; and
- (b) impacts on the Operator's costs by less than \$5,000.00 per instance.

"Minor Service Change" means a change that has a minor impact on funding provided by TMR pursuant to this contract, the Operator's costs and passengers, as determined under TMR's policy entitled "Service Change Classification – Buses", and amended from time to time; and for the purpose of this definition "minor" is no more than \$1,000.00 per instance and no more than \$20,000 in aggregate in a Financial Year.

"Missed Trip" means each discrete Service that is not actually provided by the Operator.

"Mobilisation Program" means the program set out in **Schedule 21** (Mobilisation Program).

"Notice Of Unsatisfactory Performance" means a notice under sections 46(9), 47 (1), 47A(3) or 62A of the Act.

"Operator" means Brisbane City Council, trading as Transport for Brisbane, or TfB.

"Operator's Logo" means such trademarks and trade names nominated by the Operator from time to time together with such references to the Brisbane City Council as may be required by the Operator from time to time.

"Operator's Trainers" has the meaning given in clause 15B(a).

"Operator's Trainees" means those of the Operators' personnel that are, or are to be, trained by the Operator's Trainers.

"Ongoing Wage Adjustment" has the meaning given in the Guidelines.

"Performance Administration Fee" means the amount set out in item 9.3(c) in **Schedule 9** as amended from time to time.

"Performance Management Framework" means the performance management framework set out in **Schedule 10** (Performance Management) of this contract, and as thereafter subsequently amended from time to time.

"Performance Measures" means the "Performance Measures" set out in the Performance Management Framework.

"Person" includes an individual, a corporation, association, partnership, government authority and any other legal entity.

"Route Summary Worksheet" means the document set out in Annexure A (as amended and agreed from time to time to reflect any agreed changes to the Services in accordance with this contract).

"Regulation" means the *Transport Operations (Passenger Transport) Regulation 2005* (Qld), as amended from time to time.

"Scheduled Passenger Services" means "scheduled passenger services" as defined in the Act.

"School Service" mean "school service" as defined in the Act.

"School Transport Assistance Scheme" or **"STAS"** means the arrangements made by TMR under section 144 of the Act and published by TMR in the "Guide to the School Transport Assistance Scheme, Fares-Based School Bus Services" (available on the TMR website), as amended from time to time.

"SEQ Area" means the area as defined in the Act, in which an integrated ticketing system will be provided.

"Service Delivery Program" or **"SDP"** means the program of improvements in Scheduled Passenger Services and infrastructure for the Defined Area as prepared by TMR in collaboration with the Operator.

"Service Delivery Timeframes for Brisbane Transport Service Implementation" means the Service Delivery Timeframes for Brisbane Transport Service Implementation Version 2 dated 29 April 2009 developed by the TMR and the Operator and set out in **Schedule 19**, as amended from time to time by the agreement of the parties.

"Services" mean the Scheduled Passenger Services provided by Bus under this contract which the Operator will be responsible for, including (but not limited to):

- (a) the services specified in the Route Summary Worksheet of **Schedule 2** (Services Plan), as amended from time to time;
- (b) the design of routes or parts of routes and schedules so that they efficiently meet the requirements of the SDP in effect during the term of this contract;

- (c) the maintenance, care and operation of all Vehicles used to operate the services provided by the Operator; and
- (d) the engagement and supervision of drivers of the Vehicles and other staff required to effectively provide the services required under this contract.

"Services Plan" means the plan set out in **Schedule 2** (Services Plan).

"Software" means software installed or to be installed on the Ticketing Equipment, and includes such software currently provide by Cubic (otherwise knowns as NextFare and NextBus).

"Special Events" mean uncommon, limited life activities intended to mark a special occasion or achieve particular goals such as generating economic activity or promoting creative activity in the community. They include sporting events, festivals, conferences, conventions, exhibitions, trade shows, summits, celebrations and performances and to avoid doubt, include the Royal National Association Show/Exhibition held in Brisbane ("the Ekka") (but otherwise excludes Annual Recurring Events). The application of the term "special event" is not restricted to size, objectives or level of government involvement.

"Standard" means the *Transport Operations (Passenger Transport) Standard 2010* (Qld).

"Temporary and Trial Service" means a temporary service which has a defined start date and defined end or review date, as agreed to between the Operator and TMR.

"Ticketing Equipment" means all the items of ticketing equipment, including (but not limited to) operator consoles and remote card readers, which TMR (or its agent) supplies to the Operator for use in provision of the Services.

"TMR Operator" means a Person other than the Operator who holds a service contract under the Act.

"TMR Revenue Management Policy" means TMR's revenue management policy applicable to the Services as amended from time to time.

"TMR School Services Business Rules" means the TMR School Services Business Rules appearing in **Schedule 6** of this contract or such other version or update to those rules as may be approved by TMR from time to time.

"TMR Ticketing Maintenance Manual" means the manual issued by TMR describing the maintenance to be performed on Ticketing Equipment.

"TMR's Privacy Scheme" means the privacy scheme introduced in the Queensland public sector to give effect to the Commonwealth Government public sector Australian Privacy Principles contained in the *Privacy Act 1988* (Cth).

"Ticketing Contractor" means the Person whom TMR has or may contract with to provide the ticketing system and software (and any services related to it) required to charge fares for the Services, and includes TMR if TMR has exercised its step-in rights pursuant to contracts with the ticketing contractor.

"Ticketing Equipment" means all the items of ticketing equipment specified in the TransLink Ticketing Driver Training Manual identified in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies), which are owned and provided by TMR for the Operator's use in the provision of the Services under this contract.

"Ticket Stock" means supplies of tickets for use in relation to the Services.

"TransLink" means the TransLink division of TMR.

"TransLink Branding Guidelines" includes the following documents as amended from time to time:

- TransLink Division Visual Identity Manual;
- Passenger Information Style and Design Guide; and

"TransLink Fares Manual" means TMR's integrated ticketing and fares policy manual applicable to the Services as amended from time to time and referenced in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).

"TransLink Information Services" means the service developed by TMR for providing timetable, route and fares information for public transport users and references to TransLink Information Services in this contract include whatever entity may provide that service, however named. As at the Commencement Date, the entity and contact details for TransLink Information Services for the purposes of the Operator giving required notifications under this contract is Stellar Asia Pacific Pty Ltd.

"TransLink Information Services Details" means the contact details for the TransLink Information Service.

"TransLink Logo" means any registered or unregistered trademarks or trade names owned by TMR.

"TransLink Revenue Protection Policy" means TMR's revenue protection policy applicable to the Services as amended from time to time.

"TransLink Ticketing Advice" means a formal advice issued by TMR to advise of new policy, reinforce current policy or advise of special event requirements.

"TransLink Ticketing Driver Training Manual" means the TransLink Ticketing Driver Training Manual as listed in **Annexure 4** (TMR Plans, Manuals, Guidelines and Policies).

"Urban Services" means Services that are not School Services.

"Vehicle" means a vehicle permitted under the Act which may be used by or for the Operator to perform the relevant Services under this contract.

Released under RTI - DTMR

Accordingly the Parties have Executed this **Agreement** on the Dates Appearing Below:

Signed for and on behalf of the **STATE OF QUEENSLAND** acting through the Department of Transport and Main Roads ABN 13 407 690 291

this day of 2019

by.....
(full name)

.....
(signature)

Position

who is a duly authorised delegate in the presence of:

.....
(name of witness)

.....
(signature of witness)

The Seal of **BRISBANE CITY COUNCIL** ABN 72 002 765 795 was hereunto affixed

this day of 2019

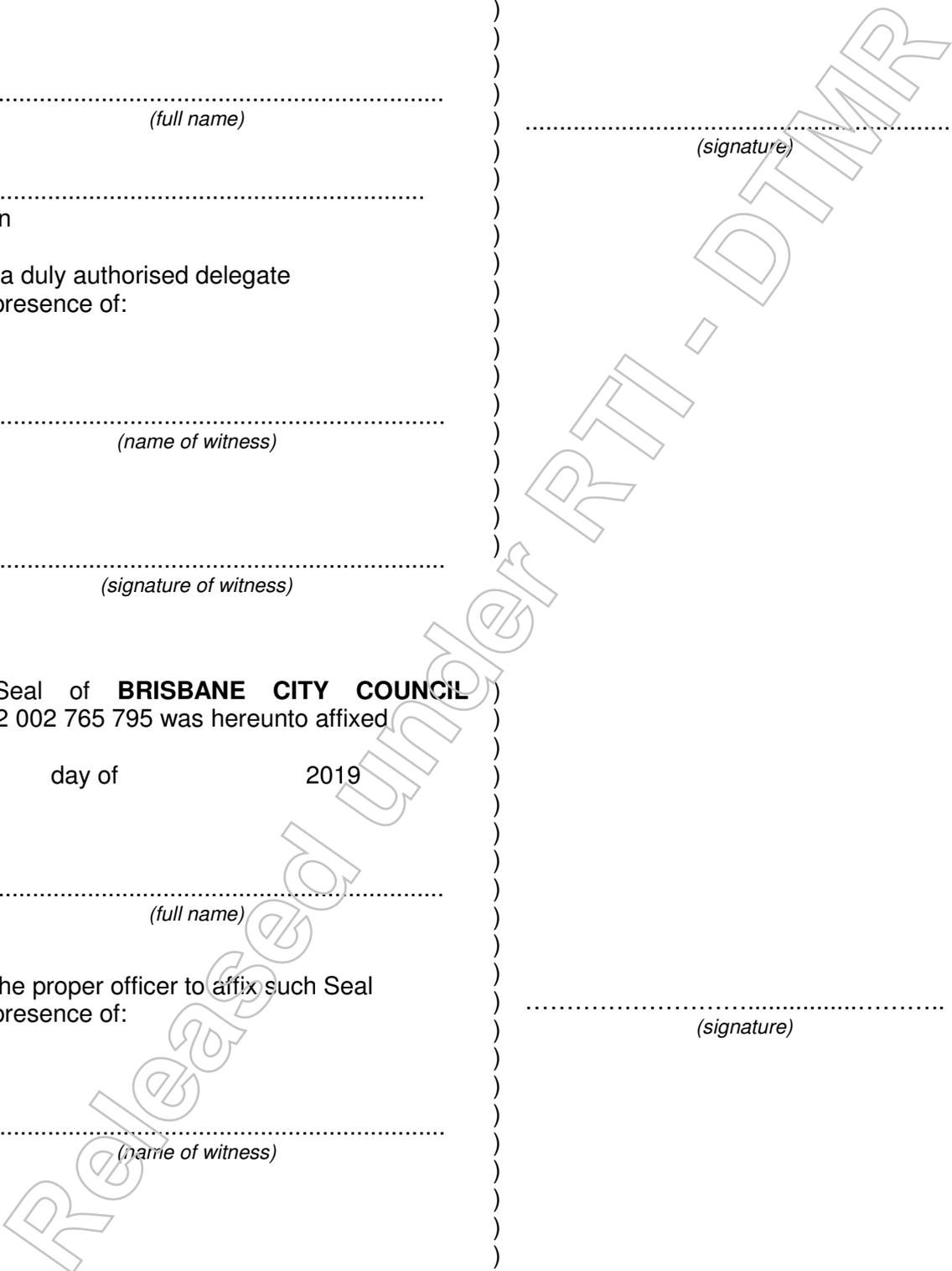
by.....
(full name)

being the proper officer to affix such Seal in the presence of:

.....
(signature)

.....
(name of witness)

.....
(signature of witness)



Released under RTI - DTMR

{ THIS PAGE INTENTIONALLY BLANK }

Accordingly the Parties have Executed this **Agreement** on the Dates Appearing Below:

Signed for and on behalf of the **STATE OF QUEENSLAND** acting through the Department of Transport and Main Roads ABN 13 407 690 291

this *19th* day of *June* 2019

by *Matthew Longland*
(full name)

Deputy Director - General
Position

who is a duly authorised delegate in the presence of:

.....
(name of witness)

[Signature]
(signature of witness)

The Seal of **BRISBANE CITY COUNCIL** ABN 72 002 765 795 was hereunto affixed

this *14th* day of *June* 2019

by.....
(full name)

being the proper officer to affix such Seal in the presence of:

.....
(name of witness)

[Signature]
(signature of witness)

Not Relevant

(signature)

Not Relevant

Not Relevant

(signature)

Not Relevant

(signature of witness)

Winged Girl - DTMR



Dedicated to a better Brisbane

Brisbane Transport
Level 14 Brisbane Square
266 George Street Brisbane Qld 4000
GPO Box 1434 Brisbane Qld 4001
T 3407 2245 F 3403 7303

10 February 2014

Mr Stephen Banaghan
Deputy Director General
The TransLink Division
Department of Transport and Main Roads

Dear Mr Banaghan

Business Case proposing changes to Route 196

Brisbane City Council received a petition from 52 residents of the Glenfalloch apartment block, located on Oxlade Drive, New Farm adjacent to the terminus for the route 196 service. You will recall the issue of the terminus location has been raised on a few occasions directly with TransLink by residents of Glenfalloch.

The petition outlined the concerns of the residents and requested the relocation of the 196 terminus and a review of bus services in the New Farm area.

Council officers have investigated in detail, all possible solutions to maintain both temporal and spatial coverage of New Farm, Merthyr and the surrounding areas and sought to identify a suitable location for the terminus of the 196 service. The recommendation resulting from these investigations is presented in the attached business case.

The petitioners were advised that the recommendation would be forwarded to you for consideration.

Yours sincerely

Not Relevant

Aian Warren
Divisional Manager
BRISBANE TRANSPORT

Released under the Information Privacy Act 2009 - DTMR

Service Change Proposal (Brisbane Transport)

This document is Stage 1 - proposals to be evaluated and approved in principle only. All estimated data are estimates only and none of this information is to be used for media or communication purposes.

Proposal Details

1.	Title of Proposal	196 terminus and timetable change	
2.	Type of Change	<input checked="" type="checkbox"/> Route	<input checked="" type="checkbox"/> Timetable
		<input checked="" type="checkbox"/> Frequency	<input checked="" type="checkbox"/> Operating Hours
		<input type="checkbox"/> New Service	<input type="checkbox"/> Stop Location
			<input type="checkbox"/> Events eg. Ekka
3.	BT Ref No.		TransLink Ref No.
4.	Proposal Originator		Submission Date 7 May 14
5.	BT Planner		
6.	Proposed Implementation Date	August 2014	Date of Implementation [Scheduling add]
7.	Existing Routes included in proposal	196, 193	
8.	New Routes included in proposal	N/A	
9.	Affected/ Impacted Routes	N/A	
10.	Background	<p>Notification was given that access to the toilet facilities at the Glenfalloch apartments will be revoked from the 1st July 2013. This was confirmed by a notice placed on the door of the toilet. In order for this location to remain as the terminus for the 193 and 196 services there must be a toilet facility located at or near the terminus. A temporary toilet facility has been placed adjacent the terminus to ensure continuity of service however no suitable permanent location adjacent the current terminus can be identified. Additionally, notification has been given by the Road Network branch of the BCC that the distance from the j-pole at the bus stop to the intersection (Oxlade Dr & Sydney St) is insufficient for 2 buses and that the j-pole cannot be moved further forward. Therefore, a new terminus is required along with a supporting change in route.</p>	
11.			

Service Change Proposal (Brisbane Transport)

Proposal Description

Following discussion with the local councillor, Cr Howard, it was identified that kerbside space of sufficient length for two buses is available in Mountford Rd adjacent the New Farm Clinic. The most suitable route extension to utilise this terminus and minimise use of streets not already on bus routes is to no longer turn into Sargent St continue along Oxlade Dr, right into Sydney St, right into Moray St, right into Mountford Rd. City bound buses would depart the new proposed terminus, right into Sargent, left into Sydney St left into Oxlade Dr and continue as per existing route.

This proposal adds in-service kilometres to the 196 route and travels to a section of Mountford Rd currently without a bus service.

The proposed 196 route provides improved coverage (both spatial and temporal) in the Merthyr area, particularly Moray St which is currently only serviced in peak hours. It is therefore recommended that the four route 193 trips be deleted; this will partially offset the increased operating costs of the proposed 196 route. Additionally, the timetable for the shoulder peak (weekday) has also been adjusted to reduce operating costs.

While the net additional *in-service* cost of the proposal is just under \$43,000 p.a., the *overall* cost will not be known until it is optimised with other work. In this regard, it should be noted that the revised timetable produces a more efficient outcome in the PM peak, reducing the peak bus demand from 13 to 12 buses. This could reasonably be expected to reduce the amount of dead running, including depot pull trips. As the difference in *in-service* kilometres is only 10km per day, a very modest reduction in overall km could reduce or neutralise the *overall* cost.

12. Mark X if attached

- | | |
|--------------------------------------------------------------|--------------------------------------------------------------|
| <input checked="" type="checkbox"/> Draft Timetable attached | <input checked="" type="checkbox"/> Draft Route Map attached |
| <input type="checkbox"/> Draft Run Time attached | <input checked="" type="checkbox"/> Draft Stop List attached |
| <input type="checkbox"/> Run-time analysis | <input type="checkbox"/> Other _____ |

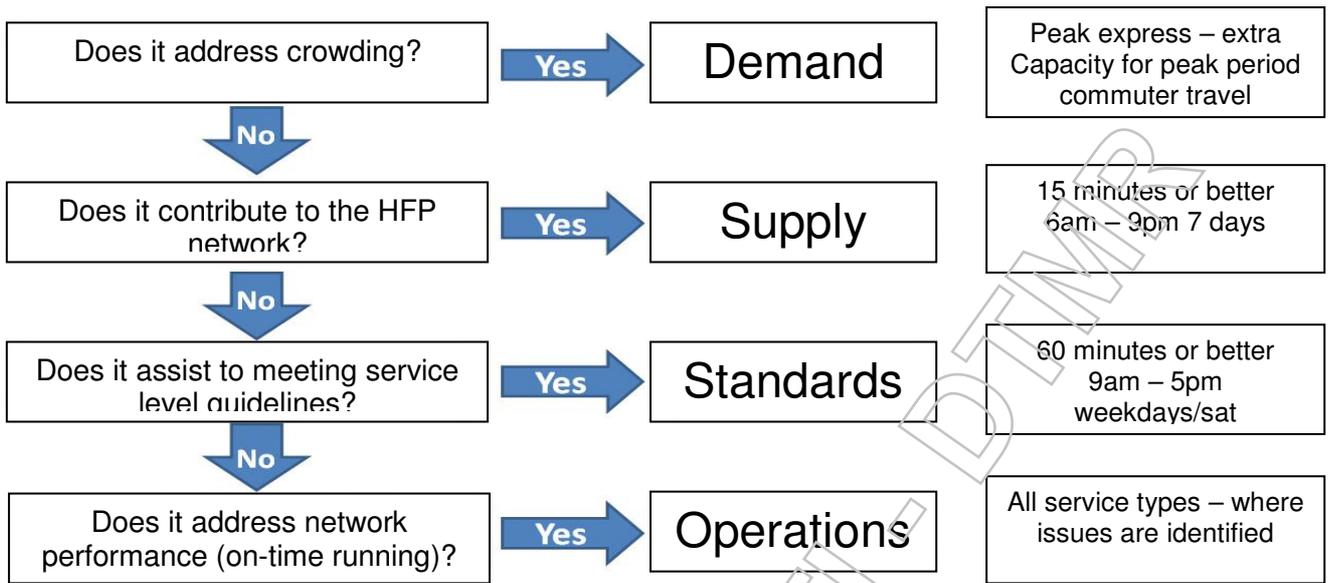
13. Justification

Terminus relocation is required to continue to maintain service to New Farm/ Merthyr Area

TransLink Strategic Priorities:

- 14.
- | | |
|-----------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Demand | <input checked="" type="checkbox"/> Supply |
| <input checked="" type="checkbox"/> Standards | <input checked="" type="checkbox"/> Operations |

Service Change Proposal (Brisbane Transport)



Estimated New Patronage*	
Loading Profiles	
Passenger Analysis	
Estimated Costings*	

*These figures are estimates only

Resource Assessment

19. Bus Stop Related Impacts:	New Stops: 1 Removed stops: 0 Shifted stops: 0
	Stop ID Number(s):
20. Zone Boundary Impacts:	
21. Network Infrastructure Impacts:	Nil
22. Hardware Requirements:	<input type="checkbox"/> Lexan <input type="checkbox"/> RAPID Sign <input type="checkbox"/> Shelter <input checked="" type="checkbox"/> Seat <input checked="" type="checkbox"/> A4 Holders <input checked="" type="checkbox"/> Terminus Toilet

Service Change Proposal (Brisbane Transport)

Other Resource Issues:

Public Timetables/ Vehicle Destination Code Changes

Change to Map Required	Yes	
Change to Timetable required	Yes	
New Stop name required	Yes	If Yes, New Hastus ID _____
Change to Existing stop name required	No	
Impact to Realtime System	No	
Shared ownership of Timetables	Translink _____	BT _____ ???
<input checked="" type="checkbox"/> Reprint Timetable immediately	<input type="checkbox"/> Reprint Timetable next scheduled print	

Note: Website timetables always updated

Vehicle Desto changes required	Yes/ No	
Public Timetable Impacts:	<input checked="" type="checkbox"/> Timetable block	<input checked="" type="checkbox"/> Stopping pattern list
	<input checked="" type="checkbox"/> HASTOP posters	<input checked="" type="checkbox"/> Busway Station TT
Display:	<input type="checkbox"/> Map	<input type="checkbox"/> Lexan

Community Impact Assessment

34.	Positive Stakeholder Impacts	Increased frequency of services to the central part of Merthyr (Moray St) only covered during the daytime off peak by the 4 193 trips per day. Maintenance of the 196 service to New Farm and Merthyr
35.	Negative Stakeholder Impacts	The proposed new terminus location in Mountford Rd has not previously had a bus service. Removal of the 193 service will affect passengers that use the service in the Kingsholme St to James Street area. This proposal will have an increased cost due to the additional kilometres travelled.
36.		
37.		
38.		

Service Change Proposal (Brisbane Transport)

Councillor / MP
Consultation

Cr Vicki Howard of Central Ward has been consulted on these changes and is in support.
Cr Howard is also engaging residents with in directly affected area by direct mail out.

Other Consultation
Comments

Communication Plan

Translink to advise via website

BT Internal Approvals

Approval – Network
Planning Manager

Approved – Alan Geyer, Chief Operating Officer

Approval – Depot
Manager

Approved – Glenn Berghofer, Sherwood Depot Manager

Released under RTI DTMR

Service Change Proposal (Brisbane Transport)

After Proposal approved....

Implementation

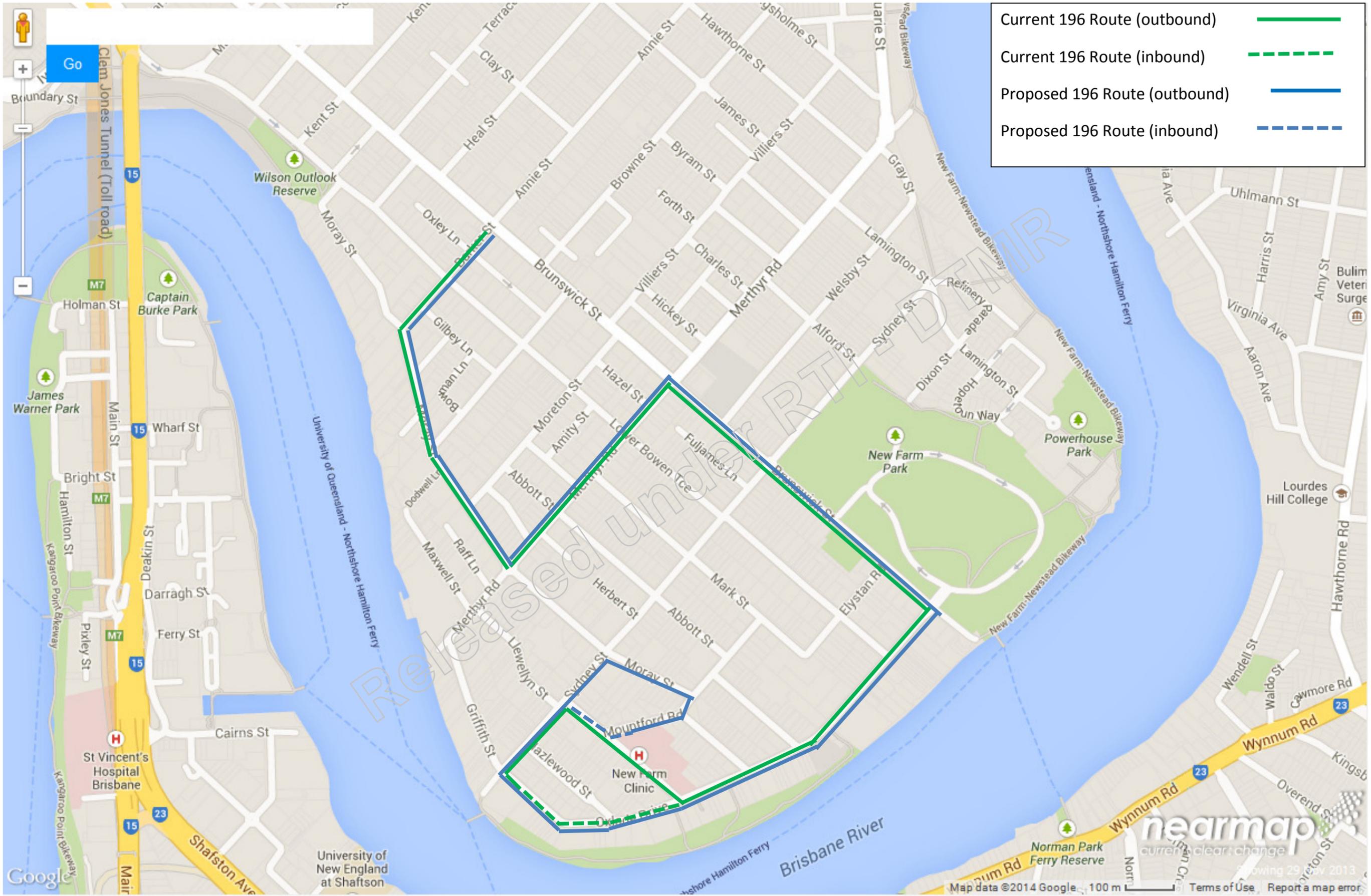
Network Scheduling
Impact

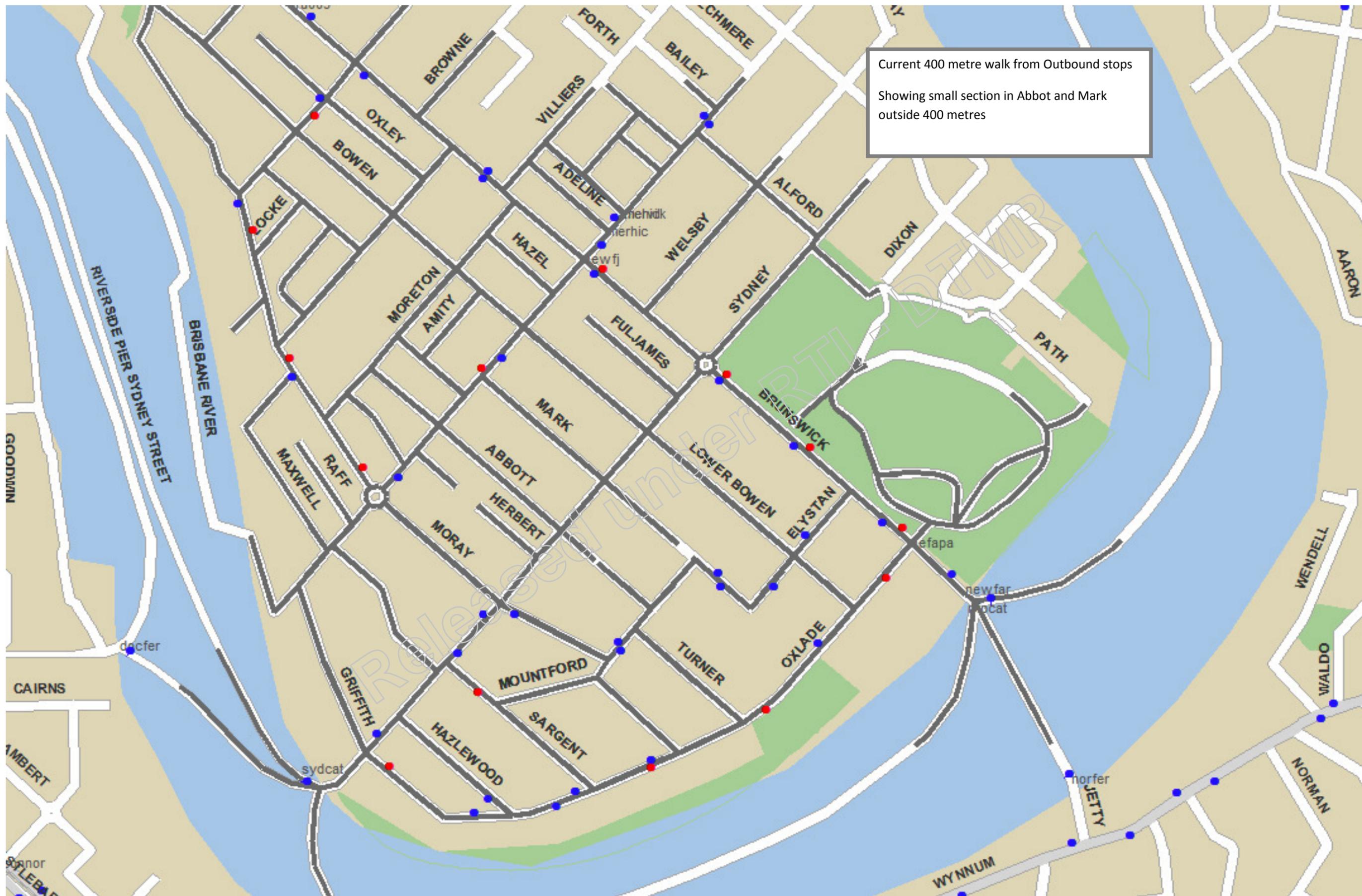
Eg. Approved/ not approved/ delayed
Reason – resourcing implications, cost, bus capacity issues

Action Log:

Date logged	Action required	Person responsible	Due Date

Released under RTI DTMR





Current 400 metre walk from Outbound stops
Showing small section in Abbot and Mark
outside 400 metres



New 400 metre walk from Outbound stops
Showing no streets with greater than 400m
walk up

Right: MARK ST, 1-25

New inbound 196 route

Direction: to Merthyr all-stops via City & Valley

Fairfield Gardens.....	5:20	5:35	5:50	6:05	6:20	6:35	6:50	7:05	7:15	7:25	7:35	7:45
Cultural Centre station, PL 1.....	5:32	5:47	6:02	6:17	6:32	6:47	7:06	7:21	7:31	7:41	7:51	8:01
City, Adelaide St @ City Hall (Stop 20)..	5:34	5:49	6:04	6:19	6:34	6:49	7:11	7:26	7:36	7:46	7:56	8:06
Wickham St app Gotha St (St 226).....	5:39	5:54	6:09	6:24	6:39	6:54	7:17	7:35	7:45	7:55	8:05	8:15
Brunswick St @ McLachlan (St 207).....	5:42	5:57	6:12	6:27	6:42	6:57	7:21	7:38	7:48	7:58	8:08	8:18
Brunswick St Stop 5.....	5:43	5:58	6:13	6:28	6:43	6:58	7:22	7:39	7:49	7:59	8:09	8:19
Mountford app Sargent St.....	6:00	6:15	6:30	6:45	7:00	7:15	7:41	7:59	8:09	8:19	8:29	8:39
Trp note												
Trp route	196	196	196	196	196	196	196	196	196	196	196	196
Fairfield Gardens.....	7:55	8:05	8:15	8:25	8:35	8:50	9:05	9:20	9:35	9:50	10:05	10:20
Cultural Centre station, PL 1.....	8:11	8:21	8:31	8:41	8:51	9:10	9:25	9:40	9:51	10:06	10:21	10:36
City, Adelaide St @ City Hall (Stop 20)..	8:16	8:26	8:36	8:46	8:56	9:13	9:28	9:43	9:54	10:09	10:24	10:39
Wickham St app Gotha St (St 226).....	8:25	8:35	8:45	8:55	9:05	9:22	9:37	9:52	10:03	10:18	10:33	10:48
Brunswick St @ McLachlan (St 207).....	8:28	8:38	8:48	8:58	9:08	9:25	9:40	9:55	10:06	10:21	10:36	10:51
Brunswick St Stop 5.....	8:29	8:39	8:49	8:59	9:09	9:26	9:41	9:56	10:07	10:22	10:37	10:52
Mountford app Sargent St.....	8:49	8:59	9:09	9:19	9:29	9:46	10:01	10:16	10:25	10:40	10:55	11:10
Trp note												
Trp route	196	196	196	196	196	196	196	196	196	196	196	196
Fairfield Gardens.....	10:35	10:50	11:05	11:20	11:35	11:50	12:05	12:20	12:35	12:50	13:05	13:20
Cultural Centre station, PL 1.....	10:51	11:06	11:21	11:36	11:51	12:06	12:21	12:36	12:51	13:06	13:21	13:36
City, Adelaide St @ City Hall (Stop 20)..	10:54	11:09	11:24	11:39	11:54	12:09	12:24	12:39	12:54	13:09	13:24	13:39
Wickham St app Gotha St (St 226).....	11:03	11:18	11:33	11:48	12:03	12:18	12:33	12:48	13:03	13:18	13:33	13:48
Brunswick St @ McLachlan (St 207).....	11:06	11:21	11:36	11:51	12:06	12:21	12:36	12:51	13:06	13:21	13:36	13:51
Brunswick St Stop 5.....	11:07	11:22	11:37	11:52	12:07	12:22	12:37	12:52	13:07	13:22	13:37	13:52
Mountford app Sargent St.....	11:25	11:40	11:55	12:10	12:25	12:40	12:55	13:10	13:25	13:40	13:55	14:10
Trp note												
Trp route	196	196	196	196	196	196	196	196	196	196	196	196

Direction: to Merthyr all-stops via City & Valley

Fairfield Gardens.....	13:35	13:50	14:05	14:20	14:35	14:50	15:05	15:20	15:35	15:50	16:00	16:10
Cultural Centre station, PL 1.....	13:51	14:06	14:21	14:36	14:51	15:06	15:21	15:36	15:51	16:06	16:16	16:26
City, Adelaide St @ City Hall (Stop 20)..	13:54	14:09	14:24	14:39	14:54	15:09	15:24	15:39	15:54	16:11	16:19	16:31
Wickham St app Gotha St (St 226).....	14:03	14:18	14:33	14:48	15:03	15:18	15:33	15:48	16:03	.....	16:28	.....
Brunswick St @ McLachlan (St 207).....	14:06	14:21	14:36	14:51	15:06	15:21	15:36	15:51	16:06	.....	16:31	.....
Brunswick St Stop 5.....	14:07	14:22	14:37	14:52	15:07	15:22	15:37	15:52	16:07	16:21	16:32	16:41
Mountford app Sargent St.....	14:25	14:40	14:55	15:10	15:25	15:40	15:55	16:10	16:25	16:41	16:50	17:01
Trp note												
Trp route	196	196	196	196	196	196	196	196	196	196	196	196
Fairfield Gardens.....	16:20	16:30	16:40	16:50	17:00	17:10	17:20	17:30	17:40	17:50	18:05	18:20
Cultural Centre station, PL 1.....	16:36	16:46	16:56	17:06	17:16	17:27	17:37	17:47	17:57	18:05	18:20	18:35
City, Adelaide St @ City Hall (Stop 20)..	16:41	16:51	17:01	17:11	17:21	17:32	17:42	17:52	18:02	18:08	18:23	18:38
Wickham St app Gotha St (St 226).....	16:50	.....	17:10	.....	17:30	.....	17:51	.....	18:11	18:17	18:32	18:47
Brunswick St @ McLachlan (St 207).....	16:53	.....	17:13	.....	17:33	.....	17:54	.....	18:14	18:20	18:35	18:50
Brunswick St Stop 5.....	16:54	17:01	17:14	17:21	17:34	17:42	17:55	18:02	18:15	18:21	18:36	18:51
Mountford app Sargent St.....	17:13	17:21	17:33	17:41	17:53	18:02	18:16	18:22	18:36	18:42	18:57	19:12
Trp note												
Trp route	196	196	196	196	196	196	196	196	196	196	196	196
Fairfield Gardens.....	18:35	18:50	19:05	19:20	19:35	19:50	20:05	20:20	20:35	20:50	21:05	21:20
Cultural Centre station, PL 1.....	18:50	19:05	19:19	19:34	19:49	20:04	20:19	20:34	20:49	21:04	21:19	21:34
City, Adelaide St @ City Hall (Stop 20)..	18:53	19:08	19:22	19:36	19:51	20:06	20:21	20:36	20:51	21:06	21:21	21:36
Wickham St app Gotha St (St 226).....	19:02	19:17	19:29	19:43	19:58	20:13	20:28	20:43	20:58	21:13	21:28	21:43
Brunswick St @ McLachlan (St 207).....	19:05	19:20	19:32	19:46	20:01	20:16	20:31	20:46	21:01	21:16	21:31	21:46
Brunswick St Stop 5.....	19:06	19:21	19:33	19:47	20:02	20:17	20:32	20:47	21:02	21:17	21:32	21:47
Mountford app Sargent St.....	19:27	19:42	19:53	20:04	20:19	20:34	20:49	21:04	21:19	21:34	21:49	22:04
Trp note												
Trp route	196	196	196	196	196	196	196	196	196	196	196	196

Direction: to Merthyr all-stops via City & Valley

Fairfield Gardens.....	21:35	21:50	22:05	22:20	22:35	22:50	23:05	23:20
Cultural Centre station, PL 1.....	21:49	22:04	22:19	22:34	22:49	23:04	23:19	23:34
City, Adelaide St @ City Hall (Stop 20)..	21:51	22:06	22:21	22:36	22:51	23:06	23:21	23:36
Wickham St app Gotha St (St 226).....	21:58	22:13	22:28	22:43	22:58	23:13	23:28	23:43
Brunswick St @ McLachlan (St 207).....	22:01	22:16	22:31	22:46	23:01	23:16	23:31	23:46
Brunswick St Stop 5.....	22:02	22:17	22:32	22:47	23:02	23:17	23:32	23:47
Mountford app Sargent St.....	22:19	22:34	22:49	23:04	23:19	23:34	23:49	24:04
Trp note								
Trp route	196	196	196	196	196	196	196	196

Released under RTI - DTMR

Direction: to Fairfield Gardens all-stops via Valley & City

Mountford app Sargent St.....	5:20	5:35	5:50	6:05	6:20	6:35	6:50	7:00	7:10	7:20	7:30	7:40
Merthyr.....	5:21	5:36	5:51	6:06	6:21	6:36	6:51	.....	7:11	.....	7:31	.....
Brunswick St Stop 5.....	5:29	5:44	5:59	6:14	6:29	6:44	7:01	7:13	7:22	7:34	7:43	7:54
Brunswick St app Ann St (Stop 210).....	5:31	5:46	6:01	6:16	6:31	6:46	7:03	.....	7:24	.....	7:45	.....
Ann St at All Hallows stop 219.....	5:33	5:48	6:03	6:18	6:33	6:48	7:05	.....	7:26	.....	7:47	.....
City, Adelaide St opp Cty Hall (stop 43)..	5:39	5:54	6:09	6:24	6:39	6:54	7:13	7:23	7:34	7:46	7:55	8:06
Cultural Centre station, PL 2.....	5:42	5:57	6:12	6:27	6:42	6:57	7:16	7:26	7:37	7:49	7:58	8:09
Fairfield Gardens.....	5:57	6:12	6:27	6:42	6:57	7:12	7:31	7:45	7:54	8:08	8:17	8:28

Trp note
 Trp route

196	196	196	196	196	196	196	196	196	196	196	196	196
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Mountford app Sargent St.....	7:50	8:00	8:10	8:20	8:30	8:40	8:50	9:05	9:20	9:35	9:50	10:05
Merthyr.....	7:51	.....	8:11	.....	8:31	.....	8:51	9:06	9:21	9:36	9:51	10:06
Brunswick St Stop 5.....	8:03	8:16	8:26	8:36	8:44	8:56	9:02	9:17	9:32	9:47	10:02	10:17
Brunswick St app Ann St (Stop 210).....	8:05	.....	8:28	.....	8:46	.....	9:04	9:19	9:34	9:49	10:04	10:19
Ann St at All Hallows stop 219.....	8:07	.....	8:30	.....	8:48	.....	9:06	9:21	9:36	9:51	10:06	10:21
City, Adelaide St opp Cty Hall (stop 43)..	8:17	8:28	8:40	8:48	8:58	9:08	9:16	9:29	9:44	9:59	10:14	10:29
Cultural Centre station, PL 2.....	8:21	8:31	8:43	8:51	9:01	9:11	9:19	9:32	9:47	10:02	10:17	10:32
Fairfield Gardens.....	8:40	8:51	9:03	9:11	9:21	9:31	9:39	9:50	10:05	10:20	10:35	10:50

Trp note
 Trp route

196	196	196	196	196	196	196	196	196	196	196	196	196
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Mountford app Sargent St.....	10:20	10:35	10:50	11:05	11:20	11:35	11:50	12:05	12:20	12:35	12:50	13:05
Merthyr.....	10:21	10:36	10:51	11:06	11:21	11:36	11:51	12:06	12:21	12:36	12:51	13:06
Brunswick St Stop 5.....	10:32	10:47	11:02	11:17	11:32	11:47	12:02	12:17	12:32	12:47	13:02	13:17
Brunswick St app Ann St (Stop 210).....	10:34	10:49	11:04	11:19	11:34	11:49	12:04	12:19	12:34	12:49	13:04	13:19
Ann St at All Hallows stop 219.....	10:36	10:51	11:06	11:21	11:36	11:51	12:06	12:21	12:36	12:51	13:06	13:21
City, Adelaide St opp Cty Hall (stop 43)..	10:44	10:59	11:14	11:29	11:44	11:59	12:14	12:29	12:44	12:59	13:14	13:29
Cultural Centre station, PL 2.....	10:47	11:02	11:17	11:32	11:47	12:02	12:17	12:32	12:47	13:02	13:17	13:32
Fairfield Gardens.....	11:05	11:20	11:35	11:50	12:05	12:20	12:35	12:50	13:05	13:20	13:35	13:50

Trp note
 Trp route

196	196	196	196	196	196	196	196	196	196	196	196	196
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Direction: to Fairfield Gardens all-stops via Valley & City

New Farm State School.....										15:20		
Mountford app Sargent St.....	13:20	13:35	13:50	14:05	14:20	14:35	14:50	15:05	15:26	15:35	15:50	16:00
Merthyr.....	13:21	13:36	13:51	14:06	14:21	14:36	14:51	15:06	15:27	15:36	15:51	16:01
Brunswick St Stop 5.....	13:32	13:47	14:02	14:17	14:32	14:47	15:02	15:17	15:38	15:47	16:02	16:12
Brunswick St app Ann St (Stop 210).....	13:34	13:49	14:04	14:19	14:34	14:49	15:04	15:19	15:40	15:49	16:04	16:14
Ann St at All Hallows stop 219.....	13:36	13:51	14:06	14:21	14:36	14:51	15:06	15:21	15:42	15:51	16:06	16:16
City, Adelaide St opp Cty Hall (stop 43)..	13:44	13:59	14:14	14:29	14:44	14:59	15:14	15:29	15:50	15:59	16:14	16:26
Cultural Centre station, PL 2.....	13:47	14:02	14:17	14:32	14:47	15:02	15:17	15:32	15:53	16:02	16:17	16:30
Fairfield Gardens.....	14:05	14:20	14:35	14:50	15:05	15:20	15:37	15:55	16:16	16:25	16:40	16:52
Trp note												
Trp route	196	196	196	196	196	196	196	196	196	196	196	196
Mountford app Sargent St.....	16:10	16:20	16:30	16:40	16:50	17:00	17:10	17:20	17:30	17:40	17:50	18:00
Merthyr.....	16:11	16:21	16:31	16:41	16:51	17:01	17:11	17:21	17:31	17:41	17:51	18:01
Brunswick St Stop 5.....	16:22	16:32	16:42	16:52	17:02	17:12	17:22	17:32	17:42	17:52	18:01	18:11
Brunswick St app Ann St (Stop 210).....	16:24	16:34	16:44	16:54	17:04	17:14	17:24	17:34	17:44	17:54	18:03	18:13
Ann St at All Hallows stop 219.....	16:26	16:36	16:46	16:56	17:06	17:16	17:26	17:36	17:46	17:56	18:05	18:15
City, Adelaide St opp Cty Hall (stop 43)..	16:36	16:46	16:56	17:06	17:16	17:26	17:36	17:46	17:56	18:06	18:13	18:23
Cultural Centre station, PL 2.....	16:40	16:50	17:00	17:11	17:21	17:31	17:40	17:50	18:00	18:10	18:16	18:26
Fairfield Gardens.....	17:02	17:12	17:22	17:35	17:45	17:55	18:02	18:12	18:22	18:32	18:38	18:48
Trp note												
Trp route	196	196	196	196	196	196	196	196	196	196	196	196
Mountford app Sargent St.....	18:10	18:20	18:35	18:50	19:05	19:20	19:35	19:50	20:05	20:20	20:35	20:50
Merthyr.....	18:11	18:21	18:36	18:51	19:06	19:21	19:36	19:51				
Brunswick St Stop 5.....	18:21	18:31	18:46	19:01	19:16	19:31	19:46	20:01	20:16	20:31	20:46	21:01
Brunswick St app Ann St (Stop 210).....	18:23	18:33	18:48	19:03	19:18	19:33	19:48	20:03				
Ann St at All Hallows stop 219.....	18:25	18:35	18:50	19:05	19:20	19:35	19:50	20:05				
City, Adelaide St opp Cty Hall (stop 43)..	18:33	18:43	18:58	19:13	19:26	19:41	19:56	20:11	20:23	20:38	20:53	21:08
Cultural Centre station, PL 2.....	18:36	18:46	19:01	19:16	19:29	19:44	19:59	20:14	20:26	20:41	20:56	21:11
Fairfield Gardens.....	18:58	19:04	19:19	19:34	19:46	20:01	20:16	20:31	20:42	20:57	21:12	21:27
Trp note												
Trp route	196	196	196	196	196	196	196	196	196	196	196	196

Direction: to Fairfield Gardens all-stops via Valley & City

Mountford app Sargent St.....	21:05	21:20	21:35	21:50	22:05	22:20	22:35	22:50
Brunswick St Stop 5.....	21:16	21:31	21:46	22:01	22:16	22:31	22:46	23:01
City, Adelaide St opp Cty Hall (stop 43)..	21:23	21:38	21:53	22:08	22:23	22:38	22:53	23:08
Cultural Centre station, PL 2.....	21:26	21:41	21:56	22:11	22:26	22:41	22:56	23:11
Fairfield Gardens.....	21:42	21:57	22:12	22:27	22:42	22:57	23:12	23:27
Trp note								
Trp route	196	196	196	196	196	196	196	196

Released under RTI - DTMR

Direction: to Merthyr all-stops via City & Valley

Fairfield Gardens.....	5:50	6:05	6:20	6:35	6:50	7:05	7:20	7:35
Cultural Centre station, PL 1.....	6:03	6:18	6:33	6:48	7:03	7:19	7:35	7:50
City, Adelaide St @ City Hall (Stop 20)..	6:06	6:21	6:36	6:51	7:06	7:22	7:38	7:53
Wickham St app Gotha St (St 226).....	6:11	6:26	6:41	6:56	7:11	7:29	7:47	8:02
Brunswick St @ McLachlan (St 207).....	6:14	6:29	6:44	6:59	7:14	7:32	7:50	8:05
Brunswick St Stop 5.....	6:15	6:30	6:45	7:00	7:15	7:33	7:51	8:06
Mountford app Sargent St.....	6:28	6:43	6:58	7:13	7:28	7:47	8:05	8:20
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	7:50	8:05	8:20	8:35	8:50	9:05	9:20	9:35
Cultural Centre station, PL 1.....	8:05	8:20	8:35	8:50	9:05	9:20	9:35	9:50
City, Adelaide St @ City Hall (Stop 20)..	8:08	8:23	8:38	8:53	9:08	9:23	9:38	9:53
Wickham St app Gotha St (St 226).....	8:17	8:32	8:47	9:02	9:17	9:32	9:47	10:02
Brunswick St @ McLachlan (St 207).....	8:20	8:35	8:50	9:05	9:20	9:35	9:50	10:05
Brunswick St Stop 5.....	8:21	8:36	8:51	9:06	9:21	9:36	9:51	10:06
Mountford app Sargent St.....	8:35	8:50	9:05	9:20	9:35	9:50	10:05	10:20
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	9:50	10:05	10:20	10:35	10:50	11:05	11:20	11:35
Cultural Centre station, PL 1.....	10:06	10:21	10:36	10:51	11:06	11:21	11:36	11:51
City, Adelaide St @ City Hall (Stop 20)..	10:09	10:24	10:39	10:54	11:09	11:24	11:39	11:54
Wickham St app Gotha St (St 226).....	10:18	10:33	10:48	11:03	11:18	11:33	11:48	12:03
Brunswick St @ McLachlan (St 207).....	10:21	10:36	10:51	11:06	11:21	11:36	11:51	12:06
Brunswick St Stop 5.....	10:22	10:37	10:52	11:07	11:22	11:37	11:52	12:07
Mountford app Sargent St.....	10:38	10:53	11:08	11:23	11:38	11:53	12:08	12:23
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	11:50	12:05	12:20	12:35	12:50	13:05	13:20	13:35
Cultural Centre station, PL 1.....	12:06	12:21	12:36	12:51	13:06	13:21	13:36	13:51
City, Adelaide St @ City Hall (Stop 20)..	12:09	12:24	12:39	12:54	13:09	13:24	13:39	13:54
Wickham St app Gotha St (St 226).....	12:18	12:33	12:48	13:03	13:18	13:33	13:48	14:03
Brunswick St @ McLachlan (St 207).....	12:21	12:36	12:51	13:06	13:21	13:36	13:51	14:06
Brunswick St Stop 5.....	12:22	12:37	12:52	13:07	13:22	13:37	13:52	14:07
Mountford app Sargent St.....	12:38	12:53	13:08	13:23	13:38	13:53	14:08	14:23
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	13:50	14:05	14:20	14:35	14:50	15:05	15:20	15:35
Cultural Centre station, PL 1.....	14:06	14:21	14:36	14:50	15:05	15:20	15:35	15:50
City, Adelaide St @ City Hall (Stop 20)..	14:09	14:24	14:39	14:53	15:08	15:23	15:38	15:53
Wickham St app Gotha St (St 226).....	14:18	14:33	14:48	15:02	15:17	15:32	15:47	16:02
Brunswick St @ McLachlan (St 207).....	14:21	14:36	14:51	15:05	15:20	15:35	15:50	16:05
Brunswick St Stop 5.....	14:22	14:37	14:52	15:06	15:21	15:36	15:51	16:06
Mountford app Sargent St.....	14:38	14:53	15:08	15:22	15:37	15:52	16:07	16:22
Trp note								
Trp route	196	196	196	196	196	196	196	196

Direction: to Merthyr all-stops via City & Valley

Fairfield Gardens.....	15:50	16:05	16:20	16:35	16:50	17:05	17:20	17:35
Cultural Centre station, PL 1.....	16:05	16:20	16:35	16:50	17:05	17:20	17:35	17:49
City, Adelaide St @ City Hall (Stop 20)..	16:08	16:23	16:38	16:53	17:08	17:23	17:38	17:52
Wickham St app Gotha St (St 226).....	16:17	16:32	16:47	17:02	17:17	17:32	17:47	18:01
Brunswick St @ McLachlan (St 207).....	16:20	16:35	16:50	17:05	17:20	17:35	17:50	18:04
Brunswick St Stop 5.....	16:21	16:36	16:51	17:06	17:21	17:36	17:51	18:05
Mountford app Sargent St.....	16:37	16:52	17:07	17:22	17:37	17:52	18:07	18:21
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	17:50	18:05	18:20	18:35	18:50	19:05	19:20	19:35
Cultural Centre station, PL 1.....	18:04	18:19	18:34	18:49	19:04	19:19	19:34	19:49
City, Adelaide St @ City Hall (Stop 20)..	18:07	18:22	18:37	18:52	19:07	19:22	19:37	19:52
Wickham St app Gotha St (St 226).....	18:16	18:31	18:46	19:01	19:16	19:31	19:44	19:59
Brunswick St @ McLachlan (St 207).....	18:19	18:34	18:49	19:04	19:19	19:34	19:47	20:02
Brunswick St Stop 5.....	18:20	18:35	18:50	19:05	19:20	19:35	19:48	20:03
Mountford app Sargent St.....	18:36	18:51	19:06	19:21	19:36	19:51	20:02	20:17
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	19:50	20:05	20:20	20:35	20:50	21:05	21:20	21:35
Cultural Centre station, PL 1.....	20:04	20:19	20:34	20:49	21:04	21:19	21:34	21:49
City, Adelaide St @ City Hall (Stop 20)..	20:07	20:22	20:37	20:52	21:07	21:22	21:37	21:52
Wickham St app Gotha St (St 226).....	20:14	20:29	20:44	20:59	21:14	21:29	21:44	21:59
Brunswick St @ McLachlan (St 207).....	20:17	20:32	20:47	21:02	21:17	21:32	21:47	22:02
Brunswick St Stop 5.....	20:18	20:33	20:48	21:03	21:18	21:33	21:48	22:03
Mountford app Sargent St.....	20:32	20:47	21:02	21:17	21:32	21:47	22:02	22:17
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	21:50	22:05	22:20	22:35	22:50			
Cultural Centre station, PL 1.....	22:04	22:19	22:34	22:49	23:04			
City, Adelaide St @ City Hall (Stop 20)..	22:07	22:22	22:36	22:51	23:06			
Wickham St app Gotha St (St 226).....	22:14	22:29	22:43	22:58	23:13			
Brunswick St @ McLachlan (St 207).....	22:17	22:32	22:46	23:01	23:16			
Brunswick St Stop 5.....	22:18	22:33	22:47	23:02	23:17			
Mountford app Sargent St.....	22:32	22:47	23:01	23:16	23:31			
Trp note								
Trp route	196	196	196	196	196			

Direction: to Fairfield Gardens all-stops via Valley & City

Mountford app Sargent St.....	6:00	6:15	6:30	6:45	7:00	7:15	7:30	7:45
Brunswick St Stop 5.....	6:09	6:24	6:39	6:54	7:11	7:26	7:41	7:56
Brunswick St app Ann St (Stop 210).....	6:11	6:26	6:41	6:56	7:13	7:28	7:43	7:58
Ann St at All Hallows stop 219.....	6:13	6:28	6:43	6:58	7:15	7:30	7:45	8:00
City, Adelaide St opp Cty Hall (stop 43)..	6:19	6:34	6:49	7:04	7:21	7:36	7:51	8:06
Cultural Centre station, PL 2.....	6:22	6:37	6:52	7:07	7:24	7:39	7:54	8:09
Fairfield Gardens.....	6:36	6:51	7:06	7:21	7:38	7:53	8:08	8:23
Trp note								
Trp route	196	196	196	196	196	196	196	196

Mountford app Sargent St.....	8:00	8:15	8:30	8:45	9:00	9:15	9:30	9:45
Brunswick St Stop 5.....	8:11	8:26	8:41	8:56	9:11	9:26	9:41	9:56
Brunswick St app Ann St (Stop 210).....	8:13	8:28	8:43	8:58	9:13	9:28	9:43	9:58
Ann St at All Hallows stop 219.....	8:15	8:30	8:45	9:00	9:15	9:30	9:45	10:00
City, Adelaide St opp Cty Hall (stop 43)..	8:21	8:36	8:53	9:08	9:23	9:38	9:53	10:08
Cultural Centre station, PL 2.....	8:24	8:39	8:56	9:11	9:26	9:41	9:56	10:11
Fairfield Gardens.....	8:38	8:53	9:12	9:27	9:42	9:57	10:12	10:27
Trp note								
Trp route	196	196	196	196	196	196	196	196

Mountford app Sargent St.....	10:00	10:15	10:30	10:45	11:00	11:15	11:30	11:45
Brunswick St Stop 5.....	10:11	10:26	10:41	10:56	11:13	11:28	11:43	11:58
Brunswick St app Ann St (Stop 210).....	10:13	10:28	10:43	10:58	11:15	11:30	11:45	12:00
Ann St at All Hallows stop 219.....	10:15	10:30	10:45	11:00	11:17	11:32	11:47	12:02
City, Adelaide St opp Cty Hall (stop 43)..	10:23	10:38	10:53	11:08	11:25	11:40	11:55	12:10
Cultural Centre station, PL 2.....	10:26	10:41	10:56	11:11	11:28	11:43	11:58	12:13
Fairfield Gardens.....	10:42	10:57	11:12	11:27	11:44	11:59	12:14	12:29
Trp note								
Trp route	196	196	196	196	196	196	196	196

Mountford app Sargent St.....	12:00	12:15	12:30	12:45	13:00	13:15	13:30	13:45
Brunswick St Stop 5.....	12:13	12:28	12:43	12:58	13:13	13:28	13:43	13:58
Brunswick St app Ann St (Stop 210).....	12:15	12:30	12:45	13:00	13:15	13:30	13:45	14:00
Ann St at All Hallows stop 219.....	12:17	12:32	12:47	13:02	13:17	13:32	13:47	14:02
City, Adelaide St opp Cty Hall (stop 43)..	12:25	12:40	12:55	13:10	13:25	13:40	13:55	14:10
Cultural Centre station, PL 2.....	12:28	12:43	12:58	13:13	13:28	13:43	13:58	14:13
Fairfield Gardens.....	12:44	12:59	13:14	13:29	13:44	13:59	14:14	14:29
Trp note								
Trp route	196	196	196	196	196	196	196	196

Mountford app Sargent St.....	14:00	14:15	14:30	14:45	15:00	15:15	15:30	15:45
Brunswick St Stop 5.....	14:13	14:28	14:43	14:58	15:11	15:26	15:41	15:56
Brunswick St app Ann St (Stop 210).....	14:15	14:30	14:45	15:00	15:13	15:28	15:43	15:58
Ann St at All Hallows stop 219.....	14:17	14:32	14:47	15:02	15:15	15:30	15:45	16:00
City, Adelaide St opp Cty Hall (stop 43)..	14:25	14:40	14:55	15:10	15:23	15:38	15:53	16:08
Cultural Centre station, PL 2.....	14:28	14:43	14:58	15:13	15:26	15:41	15:56	16:11
Fairfield Gardens.....	14:44	14:59	15:14	15:29	15:42	15:57	16:12	16:27
Trp note								
Trp route	196	196	196	196	196	196	196	196

Direction: to Fairfield Gardens all-stops via Valley & City

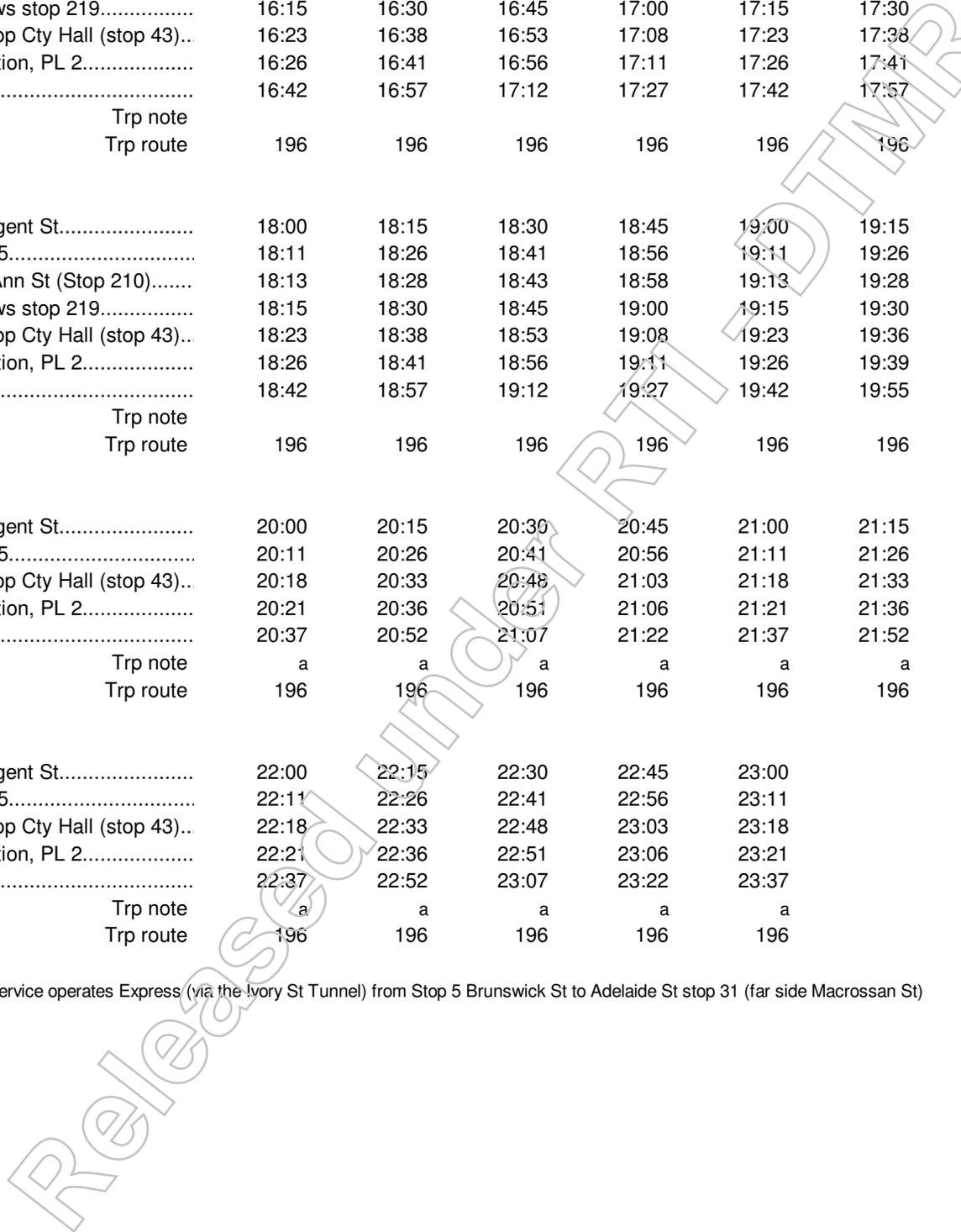
Mountford app Sargent St.....	16:00	16:15	16:30	16:45	17:00	17:15	17:30	17:45
Brunswick St Stop 5.....	16:11	16:26	16:41	16:56	17:11	17:26	17:41	17:56
Brunswick St app Ann St (Stop 210).....	16:13	16:28	16:43	16:58	17:13	17:28	17:43	17:58
Ann St at All Hallows stop 219.....	16:15	16:30	16:45	17:00	17:15	17:30	17:45	18:00
City, Adelaide St opp Cty Hall (stop 43)...	16:23	16:38	16:53	17:08	17:23	17:38	17:53	18:08
Cultural Centre station, PL 2.....	16:26	16:41	16:56	17:11	17:26	17:41	17:56	18:11
Fairfield Gardens.....	16:42	16:57	17:12	17:27	17:42	17:57	18:12	18:27
Trp note								
Trp route	196	196	196	196	196	196	196	196

Mountford app Sargent St.....	18:00	18:15	18:30	18:45	19:00	19:15	19:30	19:45
Brunswick St Stop 5.....	18:11	18:26	18:41	18:56	19:11	19:26	19:41	19:56
Brunswick St app Ann St (Stop 210).....	18:13	18:28	18:43	18:58	19:13	19:28	19:43	19:58
Ann St at All Hallows stop 219.....	18:15	18:30	18:45	19:00	19:15	19:30	19:45	20:00
City, Adelaide St opp Cty Hall (stop 43)...	18:23	18:38	18:53	19:08	19:23	19:36	19:51	20:06
Cultural Centre station, PL 2.....	18:26	18:41	18:56	19:11	19:26	19:39	19:54	20:09
Fairfield Gardens.....	18:42	18:57	19:12	19:27	19:42	19:55	20:10	20:25
Trp note								
Trp route	196	196	196	196	196	196	196	196

Mountford app Sargent St.....	20:00	20:15	20:30	20:45	21:00	21:15	21:30	21:45
Brunswick St Stop 5.....	20:11	20:26	20:41	20:56	21:11	21:26	21:41	21:56
City, Adelaide St opp Cty Hall (stop 43)...	20:18	20:33	20:48	21:03	21:18	21:33	21:48	22:03
Cultural Centre station, PL 2.....	20:21	20:36	20:51	21:06	21:21	21:36	21:51	22:06
Fairfield Gardens.....	20:37	20:52	21:07	21:22	21:37	21:52	22:07	22:22
Trp note	a	a	a	a	a	a	a	a
Trp route	196	196	196	196	196	196	196	196

Mountford app Sargent St.....	22:00	22:15	22:30	22:45	23:00			
Brunswick St Stop 5.....	22:11	22:26	22:41	22:56	23:11			
City, Adelaide St opp Cty Hall (stop 43)...	22:18	22:33	22:48	23:03	23:18			
Cultural Centre station, PL 2.....	22:21	22:36	22:51	23:06	23:21			
Fairfield Gardens.....	22:37	22:52	23:07	23:22	23:37			
Trp note	a	a	a	a	a			
Trp route	196	196	196	196	196			

Notes: a - Service operates Express (via the Ivory St Tunnel) from Stop 5 Brunswick St to Adelaide St stop 31 (far side Macrossan St)



Direction: to Merthyr all-stops via City & Valley

Fairfield Gardens.....	6:10	6:25	6:40	6:55	7:10	7:25	7:40	7:55
Cultural Centre station, PL 1.....	6:23	6:38	6:53	7:09	7:25	7:40	7:55	8:10
City, Adelaide St @ City Hall (Stop 20)..	6:26	6:41	6:56	7:12	7:28	7:43	7:58	8:13
Wickham St app Gotha St (St 226).....	6:31	6:46	7:01	7:19	7:37	7:52	8:07	8:22
Brunswick St @ McLachlan (St 207).....	6:34	6:49	7:04	7:22	7:40	7:55	8:10	8:25
Brunswick St Stop 5.....	6:35	6:50	7:05	7:23	7:41	7:56	8:11	8:26
Mountford app Sargent St.....	6:48	7:03	7:18	7:36	7:55	8:10	8:25	8:40
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	8:10	8:25	8:40	8:55	9:10	9:25	9:40	9:55
Cultural Centre station, PL 1.....	8:25	8:40	8:55	9:10	9:25	9:40	9:56	10:11
City, Adelaide St @ City Hall (Stop 20)..	8:28	8:43	8:58	9:13	9:28	9:43	9:59	10:14
Wickham St app Gotha St (St 226).....	8:37	8:52	9:07	9:22	9:37	9:52	10:08	10:23
Brunswick St @ McLachlan (St 207).....	8:40	8:55	9:10	9:25	9:40	9:55	10:11	10:26
Brunswick St Stop 5.....	8:41	8:56	9:11	9:26	9:41	9:56	10:12	10:27
Mountford app Sargent St.....	8:55	9:10	9:25	9:40	9:55	10:10	10:28	10:43
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	10:10	10:25	10:40	10:55	11:10	11:25	11:40	11:55
Cultural Centre station, PL 1.....	10:26	10:41	10:56	11:11	11:26	11:41	11:56	12:11
City, Adelaide St @ City Hall (Stop 20)..	10:29	10:44	10:59	11:14	11:29	11:44	11:59	12:14
Wickham St app Gotha St (St 226).....	10:38	10:53	11:08	11:23	11:38	11:53	12:08	12:23
Brunswick St @ McLachlan (St 207).....	10:41	10:56	11:11	11:26	11:41	11:56	12:11	12:26
Brunswick St Stop 5.....	10:42	10:57	11:12	11:27	11:42	11:57	12:12	12:27
Mountford app Sargent St.....	10:58	11:13	11:28	11:43	11:58	12:13	12:28	12:43
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	12:10	12:25	12:40	12:55	13:10	13:25	13:40	13:55
Cultural Centre station, PL 1.....	12:26	12:41	12:56	13:11	13:26	13:41	13:56	14:10
City, Adelaide St @ City Hall (Stop 20)..	12:29	12:44	12:59	13:14	13:29	13:44	13:59	14:13
Wickham St app Gotha St (St 226).....	12:38	12:53	13:08	13:23	13:38	13:53	14:08	14:22
Brunswick St @ McLachlan (St 207).....	12:41	12:56	13:11	13:26	13:41	13:56	14:11	14:25
Brunswick St Stop 5.....	12:42	12:57	13:12	13:27	13:42	13:57	14:12	14:26
Mountford app Sargent St.....	12:58	13:13	13:28	13:43	13:58	14:13	14:28	14:42
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	14:10	14:25	14:40	14:55	15:10	15:25	15:40	15:55
Cultural Centre station, PL 1.....	14:25	14:40	14:55	15:10	15:25	15:40	15:55	16:10
City, Adelaide St @ City Hall (Stop 20)..	14:28	14:43	14:58	15:13	15:28	15:43	15:58	16:13
Wickham St app Gotha St (St 226).....	14:37	14:52	15:07	15:22	15:37	15:52	16:07	16:22
Brunswick St @ McLachlan (St 207).....	14:40	14:55	15:10	15:25	15:40	15:55	16:10	16:25
Brunswick St Stop 5.....	14:41	14:56	15:11	15:26	15:41	15:56	16:11	16:26
Mountford app Sargent St.....	14:57	15:12	15:27	15:42	15:57	16:12	16:27	16:42
Trp note								
Trp route	196	196	196	196	196	196	196	196

Direction: to Merthyr all-stops via City & Valley

Fairfield Gardens.....	16:10	16:25	16:40	16:55	17:10	17:25	17:40	17:55
Cultural Centre station, PL 1.....	16:25	16:40	16:55	17:10	17:25	17:39	17:54	18:09
City, Adelaide St @ City Hall (Stop 20)..	16:28	16:43	16:58	17:13	17:28	17:42	17:57	18:12
Wickham St app Gotha St (St 226).....	16:37	16:52	17:07	17:22	17:37	17:49	18:04	18:19
Brunswick St @ McLachlan (St 207).....	16:40	16:55	17:10	17:25	17:40	17:52	18:07	18:22
Brunswick St Stop 5.....	16:41	16:56	17:11	17:26	17:41	17:53	18:08	18:23
Mountford app Sargent St.....	16:57	17:12	17:27	17:42	17:57	18:07	18:22	18:37
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	18:10	18:25	18:40	18:55	19:10	19:25	19:40	19:55
Cultural Centre station, PL 1.....	18:24	18:39	18:54	19:09	19:24	19:39	19:54	20:09
City, Adelaide St @ City Hall (Stop 20)..	18:27	18:42	18:57	19:12	19:26	19:41	19:56	20:11
Wickham St app Gotha St (St 226).....	18:34	18:49	19:04	19:19	19:33	19:48	20:03	20:18
Brunswick St @ McLachlan (St 207).....	18:37	18:52	19:07	19:22	19:36	19:51	20:06	20:21
Brunswick St Stop 5.....	18:38	18:53	19:08	19:23	19:37	19:52	20:07	20:22
Mountford app Sargent St.....	18:52	19:07	19:22	19:37	19:51	20:06	20:21	20:36
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	20:10	20:25	20:40	20:55	21:10	21:25	21:40	21:55
Cultural Centre station, PL 1.....	20:24	20:39	20:54	21:09	21:24	21:39	21:54	22:09
City, Adelaide St @ City Hall (Stop 20)..	20:26	20:41	20:56	21:11	21:26	21:41	21:56	22:11
Wickham St app Gotha St (St 226).....	20:33	20:48	21:03	21:18	21:33	21:48	22:03	22:18
Brunswick St @ McLachlan (St 207).....	20:36	20:51	21:06	21:21	21:36	21:51	22:06	22:21
Brunswick St Stop 5.....	20:37	20:52	21:07	21:22	21:37	21:52	22:07	22:22
Mountford app Sargent St.....	20:51	21:06	21:21	21:36	21:51	22:06	22:21	22:36
Trp note								
Trp route	196	196	196	196	196	196	196	196

Fairfield Gardens.....	22:10	22:25	22:40	22:55				
Cultural Centre station, PL 1.....	22:24	22:39	22:54	23:09				
City, Adelaide St @ City Hall (Stop 20)..	22:26	22:41	22:56	23:11				
Wickham St app Gotha St (St 226).....	22:33	22:48	23:03	23:18				
Brunswick St @ McLachlan (St 207).....	22:36	22:51	23:06	23:21				
Brunswick St Stop 5.....	22:37	22:52	23:07	23:22				
Mountford app Sargent St.....	22:51	23:06	23:21	23:36				
Trp note								
Trp route	196	196	196	196				

Direction: to Fairfield Gardens all-stops via Valley & City

Mountford app Sargent St.....	6:05	6:20	6:35	6:50	7:05	7:20	7:35	7:50
Brunswick St Stop 5.....	6:14	6:29	6:44	7:01	7:16	7:31	7:46	8:01
Brunswick St app Ann St (Stop 210).....	6:16	6:31	6:46	7:03	7:18	7:33	7:48	8:03
Ann St at All Hallows stop 219.....	6:18	6:33	6:48	7:05	7:20	7:35	7:50	8:05
City, Adelaide St opp Cty Hall (stop 43)..	6:24	6:39	6:54	7:11	7:26	7:43	7:58	8:13
Cultural Centre station, PL 2.....	6:27	6:42	6:57	7:14	7:29	7:46	8:01	8:16
Fairfield Gardens.....	6:41	6:56	7:11	7:28	7:43	8:00	8:15	8:30

Trp note

Trp route	196	196	196	196	196	196	196	196
-----------	-----	-----	-----	-----	-----	-----	-----	-----

Mountford app Sargent St.....	8:05	8:20	8:35	8:50	9:05	9:20	9:35	9:50
Brunswick St Stop 5.....	8:16	8:31	8:46	9:01	9:16	9:31	9:46	10:01
Brunswick St app Ann St (Stop 210).....	8:18	8:33	8:48	9:03	9:18	9:33	9:48	10:03
Ann St at All Hallows stop 219.....	8:20	8:35	8:50	9:05	9:20	9:35	9:50	10:05
City, Adelaide St opp Cty Hall (stop 43)..	8:28	8:41	8:56	9:11	9:26	9:41	9:56	10:11
Cultural Centre station, PL 2.....	8:31	8:44	8:59	9:14	9:29	9:44	9:59	10:14
Fairfield Gardens.....	8:45	9:00	9:15	9:30	9:45	10:00	10:15	10:30

Trp note

Trp route	196	196	196	196	196	196	196	196
-----------	-----	-----	-----	-----	-----	-----	-----	-----

Mountford app Sargent St.....	10:05	10:20	10:35	10:50	11:05	11:20	11:35	11:50
Brunswick St Stop 5.....	10:16	10:31	10:46	11:01	11:16	11:31	11:46	12:01
Brunswick St app Ann St (Stop 210).....	10:18	10:33	10:48	11:03	11:18	11:33	11:48	12:03
Ann St at All Hallows stop 219.....	10:20	10:35	10:50	11:05	11:20	11:35	11:50	12:05
City, Adelaide St opp Cty Hall (stop 43)..	10:26	10:41	10:56	11:11	11:26	11:41	11:56	12:11
Cultural Centre station, PL 2.....	10:29	10:44	10:59	11:14	11:29	11:44	11:59	12:14
Fairfield Gardens.....	10:45	11:00	11:15	11:30	11:45	12:00	12:15	12:30

Trp note

Trp route	196	196	196	196	196	196	196	196
-----------	-----	-----	-----	-----	-----	-----	-----	-----

Mountford app Sargent St.....	12:05	12:20	12:35	12:50	13:05	13:20	13:35	13:50
Brunswick St Stop 5.....	12:16	12:31	12:46	13:01	13:16	13:31	13:46	14:01
Brunswick St app Ann St (Stop 210).....	12:18	12:33	12:48	13:03	13:18	13:33	13:48	14:03
Ann St at All Hallows stop 219.....	12:20	12:35	12:50	13:05	13:20	13:35	13:50	14:05
City, Adelaide St opp Cty Hall (stop 43)..	12:26	12:41	12:56	13:11	13:26	13:41	13:56	14:11
Cultural Centre station, PL 2.....	12:29	12:44	12:59	13:14	13:29	13:44	13:59	14:14
Fairfield Gardens.....	12:45	13:00	13:15	13:30	13:45	14:00	14:15	14:30

Trp note

Trp route	196	196	196	196	196	196	196	196
-----------	-----	-----	-----	-----	-----	-----	-----	-----

Mountford app Sargent St.....	14:05	14:20	14:35	14:50	15:05	15:20	15:35	15:50
Brunswick St Stop 5.....	14:16	14:31	14:46	15:01	15:16	15:31	15:46	16:01
Brunswick St app Ann St (Stop 210).....	14:18	14:33	14:48	15:03	15:18	15:33	15:48	16:03
Ann St at All Hallows stop 219.....	14:20	14:35	14:50	15:05	15:20	15:35	15:50	16:05
City, Adelaide St opp Cty Hall (stop 43)..	14:26	14:41	14:56	15:11	15:26	15:41	15:56	16:11
Cultural Centre station, PL 2.....	14:29	14:44	14:59	15:14	15:29	15:44	15:59	16:14
Fairfield Gardens.....	14:45	15:00	15:15	15:30	15:45	16:00	16:15	16:30

Trp note

Trp route	196	196	196	196	196	196	196	196
-----------	-----	-----	-----	-----	-----	-----	-----	-----

Direction: to Fairfield Gardens all-stops via Valley & City

Mountford app Sargent St.....	16:05	16:20	16:35	16:50	17:05	17:20	17:35	17:50
Brunswick St Stop 5.....	16:16	16:31	16:46	17:01	17:16	17:31	17:46	18:01
Brunswick St app Ann St (Stop 210).....	16:18	16:33	16:48	17:03	17:18	17:33	17:48	18:03
Ann St at All Hallows stop 219.....	16:20	16:35	16:50	17:05	17:20	17:35	17:50	18:05
City, Adelaide St opp Cty Hall (stop 43)..	16:26	16:41	16:56	17:11	17:26	17:41	17:56	18:11
Cultural Centre station, PL 2.....	16:29	16:44	16:59	17:14	17:29	17:44	17:59	18:14
Fairfield Gardens.....	16:45	17:00	17:15	17:30	17:45	18:00	18:15	18:30
Trp note								
Trp route	196	196	196	196	196	196	196	196

Mountford app Sargent St.....	18:05	18:20	18:35	18:50	19:05	19:20	19:35	19:50
Brunswick St Stop 5.....	18:16	18:31	18:46	19:01	19:16	19:31	19:46	20:01
Brunswick St app Ann St (Stop 210).....	18:18	18:33	18:48	19:03	19:18	19:33	19:48	20:03
Ann St at All Hallows stop 219.....	18:20	18:35	18:50	19:05	19:20	19:35	19:50	20:05
City, Adelaide St opp Cty Hall (stop 43)..	18:26	18:43	18:58	19:13	19:28	19:43	19:58	20:13
Cultural Centre station, PL 2.....	18:29	18:46	19:01	19:16	19:31	19:46	20:01	20:16
Fairfield Gardens.....	18:45	19:00	19:15	19:30	19:45	20:00	20:15	20:30
Trp note								
Trp route	196	196	196	196	196	196	196	196

Mountford app Sargent St.....	20:05	20:20	20:35	20:50	21:05	21:20	21:35	21:50
Brunswick St Stop 5.....	20:16	20:31	20:46	21:01	21:16	21:31	21:46	22:01
City, Adelaide St opp Cty Hall (stop 43)..	20:23	20:38	20:53	21:08	21:23	21:38	21:53	22:08
Cultural Centre station, PL 2.....	20:26	20:41	20:56	21:11	21:26	21:41	21:56	22:11
Fairfield Gardens.....	20:42	20:57	21:12	21:27	21:42	21:57	22:12	22:27
Trp note	a	a	a	a	a	a	a	a
Trp route	196	196	196	196	196	196	196	196

Mountford app Sargent St.....	22:05	22:20	22:35	22:50				
Brunswick St Stop 5.....	22:16	22:31	22:46	23:01				
City, Adelaide St opp Cty Hall (stop 43)..	22:23	22:38	22:53	23:08				
Cultural Centre station, PL 2.....	22:26	22:41	22:56	23:11				
Fairfield Gardens.....	22:42	22:57	23:12	23:27				
Trp note	a	a	a	a				
Trp route	196	196	196	196				

Notes: a - Service operates Express (via the Ivory St Tunnel) from Stop 5 Brunswick St to Adelaide St stop 31 (far side Macrossan St)

Our ref COR14/2603

Department of
Transport and Main Roads

28 November 2014

Not Relevant

Dear Not Relevant

Thank you for your continued correspondence about the Mountford Road bus terminus.

I acknowledge your ongoing concerns and I regret the subsequent inconvenience you have described.

I requested Brisbane Transport to investigate this matter further and provide me with a response that I hope addresses the points you raise in your latest correspondence.

While Brisbane Transport continue to maintain a presence at the terminus through frequent random visits, I am advised that to date, these visits have not highlighted any incidents of unprofessional conduct, or any other operational concerns.

With regard to your feedback about the driver facilities at this location, I can confirm that Brisbane Transport is currently looking to re-engineer the door and its mechanism to prevent the door from slamming. In the meantime, drivers have been reminded to be considerate of residents by ensuring the door is closed quietly.

The Department of Transport and Main Roads can confirm that it does not install noise barriers at bus stops across the public transport network. That said, as Mountford Road is not a state-controlled road and falls under the jurisdiction of Brisbane City Council, your request should be referred directly to Council for consideration.

Additionally, the current speed limit on Mountford Road is 50km/h and is in line with speed restrictions on other roads in the area. Brisbane City Council have indicated that they welcome requests to review speed restrictions on its roads and have requested residents lodge these requests directly with Council by phoning its Contact Centre on 3403 8888.

I understand your reluctance to report specific driver incidents, however, as Brisbane Transport are unable to have a presence at the stop at all times, customer feedback provides a necessary means of being made aware of undesirable events. I would therefore like to stress the importance of your feedback, and that of your neighbours, in assisting Brisbane Transport identify drivers who may show little regard to operational policy and the comfort of residents in the area. As such, TransLink welcomes continued input from yourself and your neighbours.

I trust this information is of assistance.

Yours sincerely

Not Relevant

Peter Milward
General Manager (Passenger Transport Integration)
Department of Transport and Main Roads

Released under RTI - DTMR

TransLink - Service Delivery Board Approval Final Approval – Gateway 2 - Minor Service Change

Brisbane Transport/Brisbane Region	Removal of 193 and rerouting of 196
------------------------------------	-------------------------------------

Introduction

The SD Board oversees the Service Delivery Program and provides approval throughout the delivery of individual service change projects.

Purpose of this document

Minor Service Change

A minor service change is a change within the network that has not been included in the original program baseline, and is considered low risk and is under \$10,000 in cost. Minor Service Changes can be approved as urgent business outside of SD Board sessions, and takes one of the following forms:

Minor Service change Type	Authority/Approval	Financial
No Cost and No Passenger Impact	Director (Network Management) Communications Manager	\$0
No Cost and Some Passenger Impact	Director (Network Management) Communications Manager	\$0
Cost under \$10,000 and No Passenger Impact	Director (Network Management) Executive Director Bus, Coach, Ferry and Aviation	Up to \$10,000
Cost under \$10,000 and Some Passenger Impact	Director (Network Management) Executive Director Bus, Coach, Ferry and Aviation Communications Manager	Up to \$10,000

Owner	Tim Burnett
Contact Details	Phone 3338 4379 Email: tim.burnett@translink.com.au
TRIM Reference	DOCXX/XXXXX
Document Status	Final

TransLink - Service Delivery Board Approval Final Approval – Gateway 2 - Minor Service Change

This completed and signed approval provides authorisation for the implementation of the listed project/s below.

Brisbane Transport/Brisbane Region	Removal of 193 and rerouting of 196
------------------------------------	-------------------------------------

Project Approval Information contained in this table is total project values and metrics that are approved by the Service Delivery Board.				25 August 2014 Implementation date	
\$0.00 Total Annualised Service Cost	\$0.00 TransLink Annualised Service Cost	\$0.00 3 rd Party Annualised Service Cost	\$0.00 Total Pro-Rata Service Cost	\$0.00 TransLink Pro-Rata Service Cost	\$0.00 3 rd Party Pro-Rata Service Cost
\$0.00 TransLink Bus Stops Infrastructure one-off Cost			\$0.00 TransLink Communications one-off Costs		
0 No. of new Buses	0 No. of new Bus stops	0 No. of new In-service km / year	0 No. of new Total km / year	0 No. of New Services / year	0 No. of New Seats/ year
N/A New Routes	193, 196 Changed Routes				

Project Approval

Service Change	Director (Network Management)	Manager (Communications)	Executive Director Bus, Coach, Ferry and Aviation
No Cost and No Passenger Impact	Signature: Comment: Date:	Signature: Comment: Date:	
No Cost and Some Passenger Impact	Signature: Comment: Date:	Signature: Comment: Date:	
Cost under \$10,000 and No Passenger Impact	Signature: Comment: Date:	Signature: Comment: Date:	Signature: Comment: Date:
Cost under \$10,000 and Some Passenger Impact	Signature: Comment: Date:	Signature: Comment: Date:	Signature: Comment: Date:

Project Endorsement – *The signatures below provide endorsement for the project*

Name	Title	Signature	Date
Roman Gafa	Director Transport Systems		
Steve Holmes	Manager (Contracts)		

Project Description

Background

- Notification was given that access to the toilet facilities at Glenfalloch apartments will be revoked from 1st July 2013
- As toilet facilities are required at termini a temporary toilet facility was placed adjacent to the terminus. There is no suitable location for a permanent facility.
- Notification has been given by the road network branch of the BCC that the distance from the j-pole to the intersection (Oxlade Dr and Sydney St) is insufficient for 2 buses and there is no room to move the j-pole forward.

Comment

- Following discussions with the local councilor, Cr Howard, it was identified that sufficient kerbside space is available in Mountford Rd adjacent to the New Farm Clinic.
- It is proposed that route 196 services travelling outbound from the City would be altered to travel normal route to Oxlade Drive, right into Sydney Street, right into Moray Street, right into Mountford Road.
- It is proposed that route 196 services travelling inbound to the City would be altered to travel from the new terminus in Mountford Road, right into Sargent Street, left into Sydney Street, left into Oxlade Drive and then continue along normal route.
- The above route alignment changes would provide improved coverage in the Merthyr area in particular along Moray Street which currently has a peak only service (route 193) to cover this section off.
- Given the improved coverage it is also proposed to remove route 193 as passengers along Moray Street will have access to the route 196 new alignment. Passengers who use the route 193 in the Kingsholme Street/James Street area will also lose access to the route 193 and as such will have to make use of alternative services (route 470).
- As part of the route 193 removal, stop notices will be placed at all route 193 stops to ensure passengers are well informed.

Recommendation

It is recommended that you:

- Approve the realignment of route 196 in the Merthyr area and approve the removal of route 193.

Tim Burnett

Service Planner

Contracts Cost Model Review – to be completed by Contract managers

Proposed Service Information

Cost Model Submitted By	[Insert operator]
Date Submitted	[Insert date]
Proposed Implementation Date	[Date]
Additional Timetabled Hours	[Hours]
Revenue (In-Service) kilometres	[kilometres]
Total (Route Service) kilometres	[kilometres]
Total Cost of Service Change Package (including profit)	[CM Total - whole dollars]

Comments

It should be noted that the cost model total [is within/has exceeded] the original project budget.
[Insert detail - eg. dead running]

Cost Breakdown

Component		Cost	Percentage
Additional Vehicles	[no. of buses]	\$ [0]	[0] %
Driver Wages		\$ [0]	[0] %
Other Wages		\$ [0]	[0] %
Depot and Operating Costs		\$ [0]	[0] %
Fuel (minus DAFGS)		\$ [0]	[0] %
Profit		\$ [0]	[0] %
Total		\$ [0]	[0] %

Comments

[Add detail - cost breakdown anomalies]

Comparative Cost Per Kilometre

Cost Description	Cost of variation	Cost of current contract	New contract cost post implementation	Current TransLink average - all operators
Cost per route service kilometre	\$ [0]	\$ [0]	\$ [0]	\$ [0]
Cost per revenue kilometre	\$ [0]	\$ [0]	\$ [0]	\$ [0]

Comments

This service change represents an increase in the operator's total contract value of [Percentage].
([including/excluding] bus costs)
(Calculated using Base Contract Costs as at [Month, Year])
[Add detail]

Part 6 Route Declaration Information

1. Is this route within the Integrated Mass Transit Area (refer to Schedule 1B TOPTA 1994)?

- Yes, proceed to obtaining Service Change approval via the relevant Final Approval process (refer to SD Program Officer).
- No, it is outside the integrated mass transit area. Proceed to step 2.

NOTE: Although the Department may enter into service contracts for any part of the State, it can only enter into an integrated mass transit contract for services that are within the integrated mass transit area (refer to section 62AAC of the TOPTA).

2. Does this route(s) meet minimum market entry restrictions ¹ (refer to Section 36 TOPTA 1994)?

- Yes, the line of route will need to be declared before services can start (see Project Manager SDO for declarations). Proceed to step 3.
- No do not proceed any further with this submission until market entry restrictions are met and a declaration can be made.

3. The route will need to be declared as part of an existing declared service contract area (in Schedule 1B of the TOPTA) by amending the service contract area under s 42B of the TOPTA. Before the declaration can be amended, the Chief Executive must be satisfied that the amendment is necessary to:

- extend the service into developing areas; or
- because of changed traffic conditions; or
- for public safety; or
- to improve the service in the public interest.

¹ S 36 Market entry restrictions

To declare a new service contract area or route under TOPTA, the area or route needs to meet market entry restrictions as stated in Section 36 of TOPTA. Areas, must meet **both** the 'cities & towns' ² requirement and the population test of more than 7,500. Routes must meet both the population and distance requirements.

² Cities, Towns, Population and Distance requirements (Schedule 1, section 45, Transport Operations (Passenger Transport) Regulation 2005)

- Cities and towns having a population more than 7500.
- Routes for distances not more than 40km between cities or towns each have a population more than 7500.
- Routes for distances not more than 40km between a village and a city or town if the village has a population more than 500 and the city or town has a population more than 7500.

Appendices

A Letter from Alan Warren	<input checked="" type="checkbox"/>
B Bus Route Business Case	<input checked="" type="checkbox"/>
C Route 196 new alignment map	<input checked="" type="checkbox"/>
D Route 196 current alignment walk up coverage (400m)	<input checked="" type="checkbox"/>
E Route 196 new alignment walk up coverage (400m)	<input checked="" type="checkbox"/>
F Proposed Weekday Timetable	<input checked="" type="checkbox"/>
G Proposed Saturday Timetable	<input checked="" type="checkbox"/>
H Proposed Sunday Timetable	<input checked="" type="checkbox"/>

Our ref: MC79032

Department of
Transport and Main Roads

19 DEC 2014

Not Relevant

Dear

Not Relevant

I refer to your email to the Honourable Scott Emerson MP, Minister for Transport and Main Roads, about the issues experienced by residents with regard to the use of Mountford Road, New Farm by Brisbane Transport bus services. The Minister has asked that I respond on his behalf.

The current provision of services and associated infrastructure in the area is a direct result of the key recommendations made and implemented by Brisbane City Council (BCC), I have therefore referred your correspondence to BCC for consideration and direct response.

I trust this information is of assistance.

Yours sincerely

Not Relevant

Mary Weaver
Director (Executive Services)