



Government of **Western Australia**  
Department of **Treasury**  
**Strategic Projects**

## **EASTERN GOLDFIELDS REGIONAL PRISON REDEVELOPMENT PROJECT**

### **Schedule 14 Payment Schedule**

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## 1. Interpretation

In this Schedule 14:

**Additional Rectification Period** has the meaning given to it in Section 3.5(e)(ii);

**Annual Service Payment** means the sum in Australian dollars calculated in accordance with the provisions set out in Section 2.3;

**Area Weighting Percentage** means the percentage weighting ascribed to the relevant Functional Area for the purpose of calculating Abatements for Availability Failures as set out in Annexure D (Functional Descriptions);

**Availability Condition** means any of the availability conditions set out in Annexure A (Availability Conditions) or the Prescribed Operational Function;

**Availability Failure** means a state of affairs which results in a Functional Unit not satisfying the Availability Conditions and which:

- (a) has not been Rectified by Project Co within the applicable Rectification Period; or
- (b) following the expiration of the Rectification Period, has not been Rectified by Project Co within any Further Rectification Period;

**Availability Failure Abatements** means, in respect of an Availability Failure, an Abatement calculated in respect of that Availability Failure in accordance with Section 4.6;

**Contract Day** means a 24 hour period commencing at midnight at the start of the relevant day;

**Custodial Staff** means authorised officers of DCS involved in the provision of custodial services relating to Prisoners at the Facility;

**Exclusion** means each of the following:

- (a) any circumstances where a Functional Unit would otherwise be deemed not to comply with the Availability Conditions as a result of Project Co carrying out agreed Scheduled Services in or in respect of that Functional Unit in accordance with the Agreement;
- (b) an Intervening Event; and
- (c) an Emergency occurs which is not caused by:
  - (i) a failure of Project Co to provide the Services in accordance with and to the standard specified in Schedule 13 to the Agreement (Services Specification);
  - (ii) any other breach of a State Project Document by Project Co or a Project Co Associate; or
  - (iii) a negligent act or omission of Project Co or a Project Co Associate.

**Fault** means a state of affairs:

- (a) affecting a Functional Unit or Space which means that the Functional Unit or Space does not meet or comply with the performance parameters set

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out in Schedule 13 to the Agreement (Services Specifications) or is not otherwise in accordance with the Agreement; or

- (b) affecting a Functional Unit which results in any Availability Condition not being satisfied or met;

**FM Help Desk** means the contact point to be established by Project Co in accordance with Schedule 13 to the Agreement (Services Specifications) which will provide the FM Help Desk Services;

**Functional Area** means an area of the Facility specified as such in Annexure D (Functional Descriptions) comprising two or more Functional Units;

**Functional Part** means a Functional Unit or a Functional Area as the context requires;

**Functional Unit** means a room or group of rooms or space within a Functional Area which is specified as such in Annexure D (Functional Descriptions);

**Further Rectification Period** means the time period or further time period within which Project Co must Rectify a Service Failure as specified in the "Further Rectification Period" column of Annexure E (Performance Measures) in respect of the relevant Service Failure;

**Further Remedial Period** means the further time period within which Project Co must Remedy an Incident, as specified in the "Further Remedial Period" column of Annexure E (Performance Measures) in respect of the relevant Incident;

**Incident** means a failure to comply with the terms of the Agreement that is not a Fault;

**Index Linked** means multiplied annually by the Total Indexation Factor for the relevant Operating Year;

**Indexation Factor** means the indexation factor as calculated at section 2.3 of this Schedule 14 that is applied to the Indexed Annual Service Payment;

**Indexed Annual Lifecycle Payment** means the amount in Australian dollars set out in Annexure F for the relevant Operating Year that represents the component of the Annual Service Payment that is subject to indexation;

**Indexed Annual Service Payment** means the sum in Australian dollars set out in Annexure F (Annual Service Payment) that represents, in real dollars as at the CPI Base date, the component of the Annual Service Payment that is subject to indexation;

**Low Performance Failure** means a Performance Failure which is specified to be "Low" in the "Performance Failure Category" column of Annexure E (Performance Measures);

**Made Safe** or **Make Safe** means restored to a state or condition such that in the reasonable opinion of the Facility Operator, persons who are entitled to enter, occupy or leave a Functional Unit or a Space are able to do so safely and conveniently using normal access routes and mitigate further damage;

**Make Safe Time** means the time period or further time period within Project Co must Remedy a Fault as specified in the "Make Safe Time" column of Annexure E (Performance Measures);

**Major Performance Failure** means a Performance Failure which is specified to be "Major" in the "Performance Failure Category" column of Annexure E (Performance Measures);

**Medium Performance Failure** means a Performance Failure which is specified to be "Medium" in the "Performance Failure Category" column of Annexure E (Performance Measures);

**Minimum Agreed Availability Conditions** means the relevant Functional Unit is in a state or condition that satisfies the Prescribed Operational Function and:

- (a) all persons who are entitled to enter, leave, occupy or use the Functional Unit are able to do so safely and conveniently using normal access routes, at all times; and
- (b) those persons who it can reasonably be expected from time to time are required to enter, leave, occupy and use the Functional Unit are able to do so safely at all times, including, but not limited to compliance with Occupational Health and Safety Regulations, Law, Quality Standards and DCS Policy relating to fire safety or health and safety at work;

**Minor Performance Failure** means a Performance Failure which is specified to be "Minor" in the "Performance Failure Category" column of Annexure E (Performance Measures);

**Monthly Reviewable Service Cost** means the monthly cost of providing the relevant Reviewable Service, being one-twelfth of either the sum set out in Annexure C (Original Annual Prices for Calculation of Tolerances as per Section 4.5) in respect of the Reviewable Service, or, as appropriate, any revised sum that may apply in respect of the relevant Reviewable Service following a Market Testing, and in either case Index Linked;

**MSP Holiday End Date** means the Date that is 119 days following the Date for Stage 1 Commercial Acceptance as at Financial Close, as adjusted for any Compensable Extension Events that apply to the Date for Stage 1 Commercial Acceptance.

**MSP Holiday Period** has the meaning given in Section 2.2(b).

**MSP Holiday Period Abatement Amount** means the amount calculated in accordance with paragraph 2 of Annexure H of this Schedule 14.

**Pass Through Costs** means costs incurred by Project Co:

- (a) in relation to approved Subcontracts for Waste Disposal as described in Part C, Section 3.2 of Schedule 13 to the Agreement (Services Specification);
- (b) associated with the supply of Utilities as described in Part C, Section 5.4 of Schedule 13 to the Agreement (Services Specification);
- (c) for the purchase of chemicals and Consumables (as evidenced by receipts and invoices as appropriate to validate the purchases to the State's satisfaction acting reasonably) required to comply with Project Co's obligations under Part C, Section 2.3(e)(i) of Schedule 13 to the Agreement (Services Specification); and
- (d) any other costs described as "Pass Through Costs" in the Agreement;

**Performance Failure** means a Low Performance Failure, a Minor Performance Failure, a Medium Performance Failure, a Major Performance Failure or where the context requires, any one of these;

**Performance Failure Abatement** means an Abatement calculated in respect of a Performance Failure in accordance with Section 4.4;

**Performance Failure Group "A"** means each Fault or Incident that is designated as "A" in the "Performance Failure Group" column in Annexure E (Performance Measures) which, in the case of:

- (a) a Fault affecting a Functional Unit, has not been Made Safe by Project Co within the Make Safe Time;
- (b) a Fault affecting a Space, has not been Made Safe within the Make Safe Time or Rectified by Project Co within the applicable Rectification Period or Further Rectification Period (as applicable); or
- (c) an Incident, has not been Remedied by Project Co in the Remedial Period or Further Remedial Period (as applicable);

**Performance Failure Group "B"** means a Fault affecting a Functional Unit that is designated as "B" in the "Performance Failure Group" column in Annexure E (Performance Measures) which has not been Rectified by Project Co within the applicable Rectification Period or Further Rectification Period (as applicable);

**Permanent Repair** means Rectification where a Temporary Repair has been permitted and carried in accordance with Section 3.5;

**Permanent Repair Deadline** has the meaning given to it in Section 3.5(c)(ii);

**Prescribed Operational Function** means the relevant Functional Unit is in a state or condition that allows that Functional Unit to be used for the purpose designated in accordance with the Room Data Sheets and otherwise in accordance with all Laws, Quality Standards and Best Operating Practices;

**Proposal** means Project Co's response to the State's Request for Proposal issued on 18 January 2012.

**Quarterly Service Payment** means the sum in dollars payable by the Facility Operator to Project Co each Quarter for the provision of the Services in accordance with the Agreement and calculated in accordance with Section 2.1;

**Rectification or Rectify** means, following the occurrence of a Fault, making good the Fault in a way that ensures compliance with the Agreement including:

- (a) restoring all functional capability to the Functional Unit or Space;
- (b) ensuring that the Functional Unit or Space complies with the Service Standards and performance parameters set out in Schedule 13 to the Agreement (Service Specifications) and otherwise in accordance with the Agreement; and
- (c) ensuring that any Functional Part which has been affected by the relevant Fault complies with the Availability Conditions;

**Rectification Period** means the time period within which Project Co must Rectify a Fault, as specified in the "Rectification Period" column of Annexure E (Performance Measures) in respect of the relevant Fault;

**Remedial Period** means the time period within which Project Co must Remedy an Incident, as specified in the "Remedial Column" of Annexure E (Performance Measures) in respect of the relevant Incident;

**Remedy** means following the occurrence of an Incident, Project Co has demonstrated to reasonable satisfaction of the State, that it has:

- (a) remedied the Incident or Performance Failure to ensure compliance with the Service Standards and performance parameters set out in Schedule 13 to the Agreement (Service Specifications) and otherwise in accordance with the Agreement; or
- (b) in case of those Performance Failures marked with "\*" that it has also taken reasonable steps to prevent the recurrence of the Performance Failure;

**Space** means an area and the items set out in Annexure B (Spaces);

**Temporary Repair** means, where a Fault occurs, works of a temporary nature that are undertaken in accordance with Section 3.5 and do not constitute Rectification but satisfy the Minimum Agreed Availability Conditions and substantially make good the relevant Fault until a Permanent Repair can be undertaken;

**Total Indexation Factor** means the indexation amount calculated as follows (each term having the meaning given to it in Section 2.3):

*[not disclosed]*

**Unavailable and Unavailability** means that a Functional Unit is in a state or condition which does not comply with any one or more of the Availability Conditions;

**Unit Weighting Percentage** means the percentage weighting ascribed to each Functional Unit for the purpose of calculating Abatements for Availability Failures as set out in Annexure D (Functional Descriptions);

**Unscheduled** means Services which the Facility Operator is entitled to require Project Co to provide in accordance with Schedule 13 to the Agreement (Services Specification) but where Project Co's obligation to provide those Services does not arise unless and until it is requested to provide such Services by the Facility Operator; and

**Unscheduled Services Request** means a request for the provision of Unscheduled Services made by the Facility Operator to Project Co.

**Variable Annual Service Payment** means the amount in Australian dollars set out in Annexure F for the relevant Operating Year, that represents the component of the Annual Service Payment that is not subject to Indexation;

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## 2. Calculation of Service Payments

### 2.1 Quarterly Service Payment

The Quarterly Service Payment for each Quarter is:

*[not disclosed]*

Where:

*[not disclosed]*

For the avoidance of doubt, in any Quarter during which the MSP Holiday Period occurs, the QSP<sub>q</sub> is a negative number, the absolute value of that negative number will be deducted from the next Quarter's QSP<sub>q</sub>.

## 2.2 Monthly Service Payment

- (a) Subject to Section 2.2(b), the Monthly Service Payment for any Operating Month (including those months where part of it occurs in the MSP Holiday Period) will be calculated in accordance with the following formula:

*[not disclosed]*

Where:

- (b) *[not disclosed]* MSP Holiday Period
- (i) The State and Project Co acknowledge and agree that for the period beginning on the Operational Commencement Date and ending on the MSP Holiday End Date (**MSP Holiday Period**), Project Co has agreed to provide the Services without entitlement to payment of any Monthly Service Payment that would otherwise have accrued in favour of Project Co during the MSP Holiday Period, but remains liable for Abatement and other liabilities during the MSP Holiday Period as determined in accordance with this Agreement. The provisions of this Section 2.2(b) and Annexure H set out the manner in which this agreed arrangement is to be applied.
- (ii) For every Operating Month or the part of an Operating Month that occurs prior to the MSP Holiday End Date:
- A. MSP<sub>m</sub> will equal zero for that Operating Month or part of that Operating Month; and
- B. the calculation contained in Annexure H of this Schedule 14 shall apply to determine the MSP Holiday Period Abatement Amount that will accrue during the MSP Holiday Period and other liabilities that may arise in accordance with this Agreement,
- for the period prior to the MSP Holiday End Date.
- (iii) The MSP Holiday Period Abatement Amount (if any) calculated in accordance with Annexure H will be deducted against each MSP<sub>m</sub> beginning with the MSP<sub>m</sub> calculated for the Operating Month first occurring which ends after the MSP Holiday End Date (while ensuring that no MSP<sub>m</sub> will be reduced by application of this provision to an amount which is less than zero) until the total of the MSP Holiday Period Abatement Amount is reduced to zero.

## 2.3 Annual Service Payment

The Annual Service Payment will be calculated in accordance with the following formula:

*[not disclosed]*



Where,

*[not disclosed]*

## 2.4 Pass Through Cost

The Pass Through Costs will be calculated for each Quarter in accordance with the following formula:

*[not disclosed]*

## 2.5 Fees Payable

The sum of the Fees payable by Project Co shall be calculated in accordance with the following formula:

*[not disclosed]* Where:

*[not disclosed]*

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# 3. Assessment of Faults and Incidents

## 3.1 Overview

- (a) This Section 3 sets out the interaction between assessment of the delivery of the Services in accordance with Schedule 13 to the Agreement (Services Specification) and this Schedule 14 including:
- (b) reporting and classification of Faults and Incidents;
- (c) actions in respect of Faults and Incidents;
- (d) Project Co's Make Safe and Rectification obligations in respect of Faults;
- (e) Temporary Repairs permitted in respect of Faults; and
- (f) Project Co's Remedy obligations in respect of Incidents.

## 3.2 Reporting and classification of Faults and Incidents

- (a) **(Self monitoring and reporting)**: Project Co must provide comprehensive and complete self monitoring and reporting of the delivery of the Services.
- (b) **(Performance of Services)**: Project Co's performance in relation to the Services will be assessed on a pass or fail basis against Schedule 13 to the Agreement (Services Specification).
- (c) **(Report to FM Help Desk)**: A Fault or Incident may be reported to the FM Help Desk by any Facility User, the Contract Administrator or any State Associate.
- (d) **(FM Help Desk classification of a Fault or Incident)**: When a Fault or Incident is reported to the FM Help Desk, the FM Help Desk will:
  - (i) confirm whether the event is a Fault or Incident;
  - (ii) in the case of:

- A. a Fault, classify the Fault in accordance with the following table which will in turn determine the "Performance Failure Category" and "Performance Failure Group" applicable to the Fault in accordance with Annexure E (Performance Measures):

<b>Fault classification</b>	<b>Description</b>
Priority 0 Fault	<p>A Fault will be a Priority 0 Fault if it:</p> <ul style="list-style-type: none"> <li>• is an Emergency or impacts on the security of the Facility including any Fault impacting on the Secure Perimeter CCTV cameras, the Perimeter Detection System (internal &amp; external), Secure Perimeter lighting, fire detection systems, Cell call systems;</li> <li>• is a fault relating to security that the Facility Operator considers requires urgent attention;</li> <li>• is life threatening or if not remedied immediately will be potentially life threatening;</li> <li>• poses or has the potential to pose, a risk of infection or a risk to the health and safety of Facility Users or Prisoners if not remedied immediately; or</li> <li>• may result in a partial or total lockdown of the Facility if not Rectified immediately.</li> </ul> <p>Without limiting the above, a Priority 0 Fault includes:</p> <ul style="list-style-type: none"> <li>• interruption to power supply (electricity and gas) affecting one or more Functional Units;</li> <li>• interruption to water supply (hot and cold) affecting one or more Functional Units;</li> <li>• failure of the sewerage or stormwater services affecting one or more Functional Units or a Space;</li> <li>• unavailability or malfunction of any fire prevention or fire detection equipment including alarms, hoses or connections; and</li> <li>• failure to maintain water standards to a Functional Unit in accordance with the Design Requirements.</li> </ul>
Priority 1 Fault	<p>A Fault will be a Priority 1 Fault if it:</p> <ul style="list-style-type: none"> <li>• impacts on health, safety, security and essential building and Facility functions including major plumbing/sewerage, secure locks (Cell, Gatehouse and Functional Unit control locks), CCTV cameras (other than in respect of the Secure Perimeter), Cell window repairs, Main Control Room and Gatehouse works that require</li> </ul>

	<p>same day attention;</p> <ul style="list-style-type: none"> <li>• is interrupting or if not Rectified within the applicable Rectification Period has the potential to interrupt the performance of the Facility Operator in the carrying out of the Facility Functions; or</li> <li>• may develop into a Priority 0 Fault if not Rectified within the applicable Rectification Period.</li> </ul>
Priority 2 Fault	<p>A Fault will be a Priority 2 Fault if it:</p> <ul style="list-style-type: none"> <li>• is a general breakdown not impacting on the security of the Facility that the Facility Operator considers does not require attention on the same day the Fault occurs including minor plumbing, glazing, air conditioning, electrical and carpentry works;</li> <li>• does not pose an immediate risk (health, safety or otherwise) to the Facility or Facility Users or Prisoners and is not likely to pose an immediate risk to such users if the Fault is not Rectified within 3 days from the date the Fault occurs; or</li> <li>• causes no more than minor disruption, inconvenience or loss of amenity to the Facility Operator, Facility Users or Prisoners.</li> </ul>
Priority 3 Fault	<p>A Fault will be a Priority 3 Fault if it:</p> <ul style="list-style-type: none"> <li>• is considered to be non essential to building functions, Facility Functions and preservation of the Facility including general housekeeping and routine maintenance such as flaking paint on walls, small cracks on walls, window fittings not properly fitted but still usable, small cracks in floor tiles, pavements, roads that do not cause a hazard;</li> <li>• does not pose an immediate risk (health, safety or otherwise) to the Facility or Facility Users or Prisoners and is not likely to pose an immediate risk to such users if the Fault not Rectified within 7 days from the date the Fault occurs; or</li> <li>• causes no more than very minor disruption, inconvenience or loss of amenity to the Facility Operator, Facility Users or Prisoners.</li> </ul>

B. an Incident, classify the Incident by reference to the "Performance Failure Category" and "Performance Failure Group" Annexure E (Performance Measures); and

- (iii) otherwise comply with the requirements of Part C, Section 6 of Schedule 13 to the Agreement (Services Specification) relevant to a Fault or Incident.
- (e) **(Make Safe Time, Rectification Period or Remedial Period):** Each Make Safe Time, Rectification Period or Remedial Period for a Fault or Incident (as applicable) commences at the time the relevant Fault or Incident:
  - (i) is reported to the FM Help Desk;
  - (ii) is detected by the BMS or any other automatic monitoring or alarm system; or
  - (iii) should have come to the attention of the FM Help Desk or should have been detected by the BMS or any other automatic monitoring or alarm system, if Project Co was complying with its obligations under the Agreement,

whichever is the earlier.
- (f) **(Fault or Incident affecting more than one Functional Unit or item in a Space):** A Fault or Incident that affects more than one Functional Unit or item in a Space will be deemed to have occurred to each Functional Unit or item in a Space and a Performance Failure or Availability Failure will apply for each affected Functional Unit or each item in each affected Space.

### 3.3 Incorrect classification

- (a) A Fault or Incident or potential or actual Performance Failure or Availability Failure which is incorrectly classified may be re-classified with the approval of the Contract Administrator (such approval not to be unreasonably withheld).
- (b) If a Fault or Incident or potential or actual Performance Failure or Availability Failure is reclassified, the Abatement will be re-calculated and the Abatement in the Monthly Service Payment (or if necessary the Abatement in the next Monthly Service Payment) will be recalculated accordingly.

### 3.4 Make Safe and Rectification of Faults

- (a) **(Make Safe Times, Rectification Periods and Further Rectification Periods):** Make Safe Times, Rectification Periods and Further Rectification Periods for all Faults are set out in Annexure E (Performance Measures).
- (b) **(Rectification Periods run concurrently):** Each Rectification Period (including any Further Rectification Period) and Make Safe Time runs concurrently.
- (c) **(Fault procedure):** Where there is a Fault, Project Co must:
  - (i) as soon as practicable:
    - A. establish the nature, location and cause of the Fault;

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- B. provide the Contract Administrator with details of the action (if any) taken, any work required and estimated time to complete it and limitations that this may impose on the related Space, Functional Units or Services;
  - (ii) take all necessary actions to Make Safe the relevant Functional Unit or Space within the Make Safe Time;
  - (iii) Rectify the Fault as soon as reasonably practicable in all circumstances, and in any event within the Rectification Period allowed for that Fault in Annexure E (Performance Measures), using methods which are consistent with Best Operational Practices and in accordance with all applicable Quality Standards and Laws;
  - (iv) ensure that the Facility Operator is informed of progress and any likely delays;
  - (v) minimise the disruption to the Services and delivery of Facility Functions to that and other Functional Parts during any Make Safe or Rectification; and
  - (vi) notify the Facility Operator when each of Make Safe and Rectification is complete.
- (d) (Failure to Make Safe or Rectify Fault): Failure of Project Co to:
- (i) Make Safe a Fault within the Make Safe Time will lead to a Performance Failure Group "A" that will be categorised as Major, Medium, Minor or Low in accordance with Annexure E (Performance Measures) and the State will be entitled to make Abatements in accordance with Section 4.4; and
  - (ii) Rectify a Fault within the Rectification Period will lead to:
    - A. a Performance Failure Group "B" that will be categorised as Major, Medium, Minor or Low Group "B" Performance Failure in accordance with Annexure E (Performance Measures) and the State will be entitled to make Abatements in accordance with Section 4.4; or
    - B. an Availability Failure and the State will be entitled to make Abatements in accordance with Section 4.6.
- (e) (Additional Make Safe Time and Further Rectification Period): If Project Co does not:
- (i) Make Safe the Fault within the initial Make Safe Time, then following expiration of the Make Safe Time under paragraph (d), additional Make Safe Times of equal duration shall apply (and Abatements shall continue to be made by the State) until such time as Project Co has Made Safe the Fault; and
  - (ii) Rectify the Fault within the Rectification Time, then following expiration of the Rectification Period, Project Co must Rectify the Performance Failure Group "B" or Availability Failure within the Further Rectification Period.

- (f) **(Additional Further Rectification Periods):** Where a Performance Failure or Unavailability Failure is not Rectified within the Further Rectification Period, additional Further Rectification Period(s) of equal duration shall apply (and Abatements shall continue to be made by the State) until such time as:
- (i) Project Co has demonstrated to the reasonable satisfaction of the Facility Operator that it has Rectified the Performance Failure or Availability Failure; or
  - (ii) the Facility Operator notifies the Project Co Representative that the Facility Operator no longer requires the relevant Service.
- (g) **(Make Safe and Rectification to Facility Operator's satisfaction):** A Fault, Performance Failure or Availability Failure will only have been Made Safe or Rectified (as applicable) when the Facility Operator, acting reasonably, is satisfied that the Fault, Performance Failure or Availability Failure has been Made Safe, or Rectified (as applicable).

### 3.5 Temporary Repairs

- (a) **(Temporary Repair of Fault):** Upon the occurrence of a Fault, Project Co may inform the Facility Operator that it is unable to Rectify the Fault within the specified Rectification Period due to:
- (i) the need for specialised materials or personnel that are not, and cannot reasonably be expected to be, immediately available at the Facility; or
  - (ii) the circumstances are such that Project Co is not reasonably able to carry out a repair,
- but that a Temporary Repair can be completed within the Rectification Period.
- (b) **(Facility Operator to permit Temporary Repair):** The Facility Operator will permit Project Co to carry out the Temporary Repair proposed by Project Co and will determine a reasonable period of time by which a Permanent Repair must be made, unless the Facility Operator (acting reasonably) considers that, a Temporary Repair cannot be carried out within the Rectification Period.
- (c) **(Timing of Temporary Repair and Permanent Repair):** If the Facility Operator permits Project Co to carry out the Temporary Repair:
- (i) the Temporary Repair must be carried out within the Rectification Period; and
  - (ii) the Permanent Repair must be completed within the Permanent Repair Time (the **Permanent Repair Deadline**).
- (d) **(Project Co's obligations unaffected):** If the agreed Temporary Repair is affected within the relevant Rectification Period and the Permanent Repair is effected by the Permanent Repair Deadline:
- (i) Project Co's obligation to Make Safe the Fault within the Make Safe Time remains unaffected,
- (e) but

- (i) no Service Failure will occur for the failure to Rectify the Service Failure within the relevant Rectification Period.
- (f) **(Failure to complete Temporary Repair within Rectification Period):** If the Temporary Repair is not carried out within the specified Rectification Period:
  - (i) a Performance Failure or Availability Failure will occur;
  - (ii) there shall be a further period commencing on the expiry of the Rectification Period and of a duration equal to that of the Rectification Period that will apply (**Additional Rectification Period**); and
  - (iii) Project Co must carry out the Temporary Repair prior to the expiry of the Additional Rectification Period.
- (g) **(Failure to complete Temporary Repair within Additional Rectification Period):** If the Temporary Repair is not successfully carried out by Project Co before the expiry of the Additional Rectification Period:
  - (i) a further Performance Failure or Availability Failure (as applicable) will occur from the time of expiry of the Additional Rectification Period; and
  - (ii) paragraphs (e)(i) to (e)(iii) will reapply until the Temporary Repair has been successfully carried out by Project Co.
- (h) **(Failure to complete Permanent Repair within the Permanent Repair Time):** Whether or not a Temporary Repair has been successfully carried out, if a Permanent Repair has not been successfully carried out within the Permanent Repair Time:
  - (i) the right for Project Co to carry out a Temporary Repair in accordance with this Section 3.5 ceases; and
  - (ii) a Performance Failure or an Availability Failure (as applicable) will occur from the time of expiry of the original Rectification Period.
- (i) **(Good Industry Practice and Best Operating Practices):** When carrying out a Temporary Repair or Permanent Repair in accordance with this Section 3.5, Project Co must undertake the Temporary Repair in accordance with Good Industry Practice and Best Operating Practices.

### 3.6 Remedying Incidents

- (a) **(Remedial Periods and Further Remedial Periods):** Remedial Periods and Further Remedial Periods for all Incidents are set out in Annexure E (Performance Measures).
- (b) **(Incident procedure):** Where there is an Incident, Project Co must:
  - (i) as soon as practicable:
    - A. establish the nature, location and cause of the Incident;

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- B. provide the Contract Administrator with details of the action (if any) taken, any work required and estimated time to complete it and limitations that this may impose on any related Functional Areas, Functional Units or Services; and
  - C. Remedy the Incident as soon as reasonably practicable (and in any event remedy the Incident in the Remedial Period allowed for that Incident in Annexure E (Performance Measures)) using methods which are consistent with Best Operational Practices and in accordance with all applicable Quality Standards and Laws;
- (ii) ensure that the Facility Operator is informed of progress and any likely delays;
  - (iii) minimise the disruption to the Services and delivery of Facility Functions during the remedy of the Incident; and
  - (iv) notify the Facility Operator when the Incident has been Remedied.
- (c) **(Failure to Remedy an Incident within Remedial Period):** Failure of Project Co to Remedy an Incident within the Remedial Period will lead to a Performance Failure Group "A" that will be categorised as Major, Medium, Minor or Low Group "A" Performance Failure in accordance with Annexure E (Performance Measures) and the State will be entitled to make Abatements in accordance with Section 4.4.
- (d) **(Further Remedial Period):** If Project Co does not Remedy the Incident within the Remedial Time, then following expiration of the Remedial Period, Project Co must Remedy the Incident within the Further Remedial Period.
- (e) **(Failure to Remedy Performance Failure within Further Remedial Periods):** Where a Performance Failure is not Remedied within the Further Remedial Period, additional Further Remedial Period(s) of equal duration shall apply (and Abatements shall continue to be made) until such time as:
- (i) Project Co has demonstrated to the reasonable satisfaction of the Facility Operator that it has Remedied the Performance Failure or, as applicable where the Performance Measure is marked with an Asterisk in Annexure E (Performance Measures), taken appropriate steps to prevent the recurrence of the Performance Failure; or
  - (ii) the Facility Operator notifies the Project Co Representative that the Facility Operator no longer requires the relevant Service.
- (f) **(Remedy to Facility Operator's satisfaction):** An Incident or Performance Failure will only have been Remedied when the Facility Operator, acting reasonably, is satisfied that the Incident or Performance Failure has been Remedied.



### **3.7 Extension of Make Safe Times, Rectification Periods and Remedial Periods**

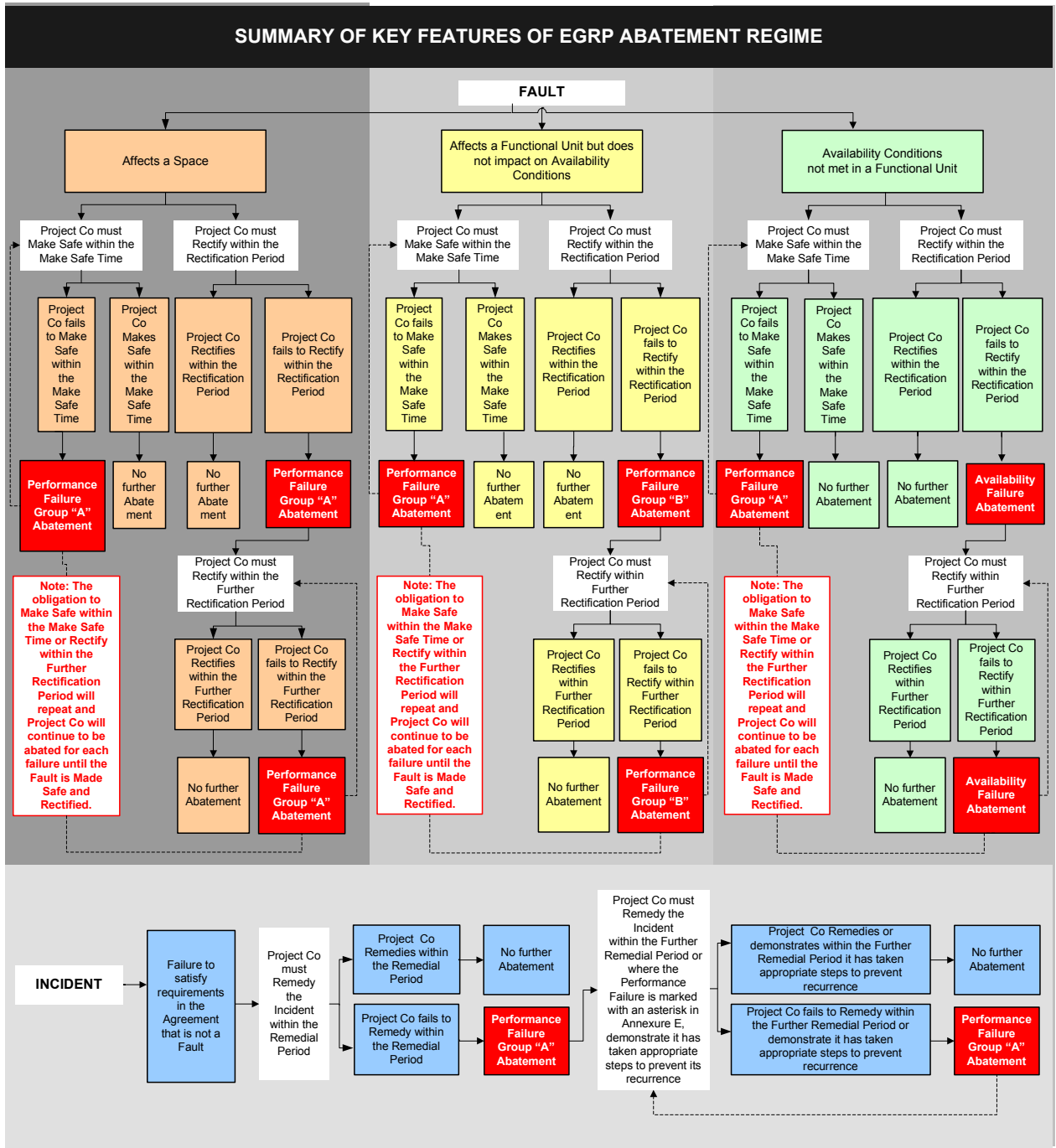
- (a) Project Co will be entitled to an extension of time to the Make Safe Time, Rectification Period or Remedial Period (as applicable) if Project Co is unable to Make Safe, Rectify or Remedy a Fault, Incident, Performance Failure or Availability Failure due to:
- (b) a direction of the Contract Administrator to delay or reschedule the Make Safe, Rectification or Remedy; or
- (c) an Intervening Event,
- (d) to the extent and for the period that Project Co's ability to Make Safe, Rectify or Remedy the Fault, Incident, Performance Failure or Availability Failure was affected, as reasonably determined by the Contract Administrator.

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## **4. Abatement Regime**

### **4.1 Summary of Abatement Regime**

Set out below is a summary of the Abatement Regime in diagrammatic form.



## 4.2 Overview of Performance Failures and Availability Failures

- (a) **(Performance Failure Group "A"):** A Performance Failure Group "A" will occur when:
- (i) a Fault occurs in a Functional Unit or Space and the Fault is not Made Safe by Project Co within the applicable Make Safe Time;
  - (ii) a Fault occurs in a Space and the Fault is not Rectified within the Rectification Period or further Rectification Period (as applicable); or

- (iii) an Incident occurs and the Incident is not Remedied within in the Remedial Period or further Rectification Period (as applicable).
- (b) **(Performance Failure Group "B")**: A Performance Failure Group "B" will occur when a Fault occurs in a Functional Unit and the Fault is not Rectified in the Rectification Period or Further Rectification Period (as applicable) and the Fault does not impact on the Availability Conditions of the Functional Unit.
- (c) **(Performance Failure classifications)**: Performance Failures are classified as Major, Medium, Minor and Low.
- (d) **(Availability Failure)**: An Availability Failure will occur when:
  - (i) a state of affairs exists which means that one or more Availability Conditions for any Functional Unit is not met; and
  - (ii) the state of affairs is not Rectified within the Rectification Period or Further Rectification Period (as applicable).
- (e) **(Monthly Service Payment Abatement)**: If at any time during the Operating Phase, an Availability Failure or a Performance Failure occurs, subject to this Schedule 14, the Contract Administrator will be entitled to make Abatements from the Monthly Service Payment for the Operating Month in respect of:
  - (i) a Performance Failure, in accordance with Section 4.4; and
  - (ii) an Availability Failure or in accordance with Section 4.6.

### 4.3 Calculating Abatements

- (a) Abatement will be calculated on a monthly basis.
- (b) Abatements cannot cause the the Monthly Service Payment for the relevant Operating Month to be less than zero.
- (c) To the extent that an Availability Failure or a Performance Failure is the result of an Exclusion, no Abatement shall be made except as set out in Section 4.11(a).

### 4.4 Amount of Abatement for Performance Failures

- (a) If a Performance Failure occurs an Abatement amount will be applied.

Subject to Sections 4.5 and 5.1 of this Schedule 14:

- (b) the Abatement amount for a Performance Failure Group "A" is as specified in respect of the relevant Performance Failure in Annexure E (Performance Measures);
- (c) all Performance Failure Group "A" Abatement Amounts set out in Annexure E (Performance Measures) are Index Linked; and
- (d) the Abatement amount for a Performance Failure Group "B" shall be calculated in respect of all Functional Parts as follows:
  - (i) in the case of a Low Performance Failure, an amount equal to *[not disclosed]* of the Availability Failure Abatement;

- (ii) in the case of a Minor Performance Failure, an amount equal to *[not disclosed]* of the Availability Failure Abatement;
- (iii) in the case of a Medium Performance Failure, an amount equal to *[not disclosed]* of the Availability Failure Abatement; and
- (iv) in the case of a Major Performance Failure, an amount equal to *[not disclosed]* of the Availability Failure Abatement.

#### 4.5 Tolerable performance failures

If the total of all Abatements which could be calculated for Low Performance Failures, Minor Performance Failures and Medium Performance Failures in respect of any Reviewable Service in an Operating Month (excluding any Abatement for a failure to Make Safe a Fault within the applicable Make Safe Time) is:

- (a) less than *[not disclosed]* of the Monthly Reviewable Services Cost, no Abatement shall be made to the relevant Monthly Service Payment in respect of those Performance Failures; and
- (b) greater than *[not disclosed]* of the Monthly Reviewable Services Cost, the State will be entitled to make Abatements in accordance with Section 4.4.

#### 4.6 Amounts of Abatement for Availability Failures

- (a) If an Availability Failure occurs an Abatement amount will be applied.

The Abatement amount in respect of any Availability Failure will be the aggregate of the amounts calculated in accordance with the following formula in respect of all Functional Parts made Unavailable by the Availability Failure:

*[not disclosed]*

Where:

*[not disclosed]*

#### 4.7 Re-commissioning

- (a) Where a Functional Unit needs to be re-commissioned by the Facility Operator following Rectification, the Contract Administrator shall determine, prior to commencement of any re-commissioning activities, that he/she is satisfied that Rectification has been properly carried out.
- (b) If the Facility Operator is not able to re-commission the Functional Unit then if this is due to the Fault not in fact having been Rectified, notwithstanding paragraph (a), the Fault will be deemed not to have been Rectified and the original Rectification Period shall continue from the time that the Facility Operator informs Project Co that it has been unable to re-commission the Functional Unit.
- (c) Paragraph (b) shall not affect the right of the Facility Operator to issue, in accordance with Schedule 13 to the Agreement (Services Specifications) an Unscheduled Service Request for the provision of any Services by Project Co in connection with any re-commissioning activities carried out by the Facility Operator.

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## 4.8 Repeated rectification

Notwithstanding that Project Co completes a Rectification in respect of a Fault within the relevant Rectification Period:

- (a) if the same Fault in respect of the same Service Standard and the same item within the Functional Unit is repeated more than three times in a Contract Day or more than four times in any consecutive seven Contract Days; or
- (b) if equivalent Faults occur in the same Functional Unit or in different Functional Areas or Functional Units, but the Contract Administrator reasonably believes that the root cause of each Fault is the same,

a Minor Performance Failure will occur in respect of each occurrence of that Fault or Faults during the Contract Day or during the consecutive seven Contract Days in addition to any Availability Failure or Performance Failure that may occur in respect of that Fault.

## 4.9 Two or more performance failures

If there are two or more Performance Failures that occur in the same Functional Part or Space for separate events, Project Co shall be Abated for each event notwithstanding any period of concurrency.

### 4.9A Overlap of Service Failure

- (a) If an event occurs which is both a Performance Failure and an Availability Failure affecting the same Functional Part or Space, then the Abatement to be applied in respect of that event will be the higher of the Abatement for either the Performance Failure or Availability Failure.
- (b) If more than one Performance Failure results from the same event, then the Abatement to be applied in respect of that event will be the highest single Performance Failure for that event.
- (c) For the avoidance of doubt this Section 4.9A does not apply to the Performance Reporting Services referred to in Table 9 of Annexure E. In circumstances where Project Co fails to provide the Monthly Performance Report it will also be abated for not providing the Monthly Security Maintenance Services Report, the Monthly FM Help Desk Services Report, the Monthly Cleaning Services Report, the Monthly Waste Management Services Report, the Monthly Utilities Management Services Report and the Monthly Pest Control Services Report.

## 4.10 Failure to act in accordance with Good Industry Practice

If in Making Safe, carrying out a Temporary Repair, Rectifying or Remediating a Fault, Incident, Performance Failure or Availability Failure (as applicable) Project Co does not act in accordance with Good Industry Practice and Best Operating Practice, this will be a Minor Performance Failure Group "A" unless the failure constitutes a breach of Law or Quality Standards in which case it will be a Major Performance Failure Group "B".

## 4.11 State Prisoner Damage

- (a) If at any time during the Operating Phase, a Fault occurs as a result of State Prisoner Damage, the Contract Administrator will be entitled to make Abatements from the Monthly Service Payment in the amounts set

out in Annexure E (Performance Measures) where a Fault occurs in a Functional Unit or Space and the Fault is not Made Safe by Project Co within the applicable Make Safe Time.

- (b) Where a Fault occurs as a result of Riot Damage:
- (i) any Make Safe Time specified in Annexure E (Performance Measures) will not apply;
  - (ii) Project Co and the State must agree a reasonable time period (or failing agreement the Contract Administrator will reasonably determine such reasonable time period) within which Project Co must Make Safe the relevant Functional Part; and
  - (iii) Project Co must use reasonable endeavours to Make Safe the Fault within the time period agreed or determined in accordance with paragraph (b)(ii).

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## 5. Review of Weightings

### 5.1 Bi-annual review

- (a) **(Contract Administrator's review):** The identification of Functional Areas, Functional Units, Rectification Periods, Further Rectification Periods, Remedial Periods, Further Remedial Periods, Area Weighting Percentages, Unit Weighting Percentages and the amount of Abatements for each category of Performance Failure must be reviewed by the Contract Administrator and Project Co at the end of the first Operating Year and thereafter, on a bi-annual basis.
- (b) **(Act reasonably and diligently):** The Contract Administrator and Project Co must act reasonably and diligently in carrying out the review.
- (c) **(Agree to status and adjustment):** The Contract Administrator and Project Co may, in respect of each matter the subject of the review either:
  - (i) agree that the status of the relevant matter will continue to apply unchanged in the Operating Year immediately following the review; or
  - (ii) agree adjustments to the relevant matter to take effect in the Operating Year immediately following the review.
- (d) **(No alteration to risk profile):** Any changes made as a result of such a review must not, in the State's opinion alter the overall risk profile of the relevant Service or the likely magnitude of Abatements.
- (e) **(Modification or FF&E Modification):** Where a proposed change would, in the State's opinion result in an alteration to the overall risk profile of the relevant Service or the likely magnitude of Abatements the change will be deemed to be a Modification or FF&E Modification and the State must issue a Modification Order in accordance with Clause 34 of the Agreement.
- (f) **(Failure to agree):** Where the Contract Administrator and Project Co cannot agree to the matters in paragraph (c), the identification of Functional Areas, Functional Units, Rectification Periods, Further Rectification Periods, Remedial Periods, Further Remedial Periods, Area

Weighting Percentages, Unit Weighting Percentages and the amount of Abatements for each category of Performance Failure will remain unchanged.

- (g) **(Functional Area and Functional Unit weighting)**: For avoidance of doubt, the total Functional Area weightings must, at all times equal *[not disclosed]* and the sum of the Functional Unit weightings per Functional Area must be no greater than *[not disclosed]* of the Annual Service Payment for the relevant Operating Year.

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## Annexure A - Availability conditions

Each Functional Unit must comply with the following conditions:

- (a) **(Safe and convenient)**: all persons who are entitled to enter, leave, occupy or use the Functional Unit are able to do so safely and conveniently using normal access routes, at all times;
- (b) **(Compliance with OHS Laws, Law, Quality Standards and DCS Policy)**: those persons who it can reasonably be expected from time to time are required to enter, leave, occupy and use the Functional Unit are able to do so safely at all times, including compliance with OHS Laws, Law, Quality Standards and DCS Policy relating to fire safety or health and safety at work;
- (c) **(Temperature)**: the temperature for a Functional Unit categorised as ML1, in the relevant Room Data Sheet is maintained at the required temperatures set out in Section 5.2.2 of the Technical Specification, at all times;
- (d) **(Internal lighting)**: all internal lighting is fully functional and fully operational, at all times, in accordance with the Output Specifications;
- (e) **(Light fittings)**: all light fittings are safe, fully functional and fully operational, at all times in accordance with the Output Specifications;
- (f) **(Power fittings)**: all power fittings are safe, fully functional and fully operational at all times in accordance with the Output Specifications;
- (g) **(Essential and non-essential power)**: all essential and non-essential power (electricity and gas) is provided at all times in accordance with Output Specifications;
- (h) **(Communication Systems)**: all Communication Systems are fully functional and fully operational, at all times in accordance with the Output Specifications;
- (i) **(Audio Visual Systems)**: all Audio Visual Systems are fully functional and fully operational, at all times, in accordance with the Output Specifications;
- (j) **(Potable water)**: potable water meets the temperature and quality standards, at all times in accordance with the Output Specifications;
- (k) **(Sanitary plumbing)**: all sanitary plumbing systems, sanitary plumbing fittings and sanitary ware are fully functional and fully operational, at all times in accordance with the Output Specifications;
- (l) **(Internal and external structural elements)**: all structural external and internal elements are physically present and sufficiently sound and hazard free to permit occupation and use of the Functional Unit in accordance with all Laws, Quality Standards and the Output Specifications at all times;
- (m) **(Free of flood and water)**: the Functional Unit is free of flood and water to allow occupation in accordance with applicable Laws and Quality Standards, at all times;
- (n) **(Fire escapes)**: all fire escape routes are safe, clearly marked and free from obstruction, at all times in accordance with the Output Specifications;
- (o) **(Fire Protection and/or Detection)**: the Fire Protection and/or Detection are fully functional and operational, at all times, in accordance with the Output Specifications;
- (p) **(Free of debris)**: the Functional Unit is free of debris to allow occupation in accordance with applicable Laws and Quality Standards, at all times;



- 
- (q) (**Free of Pests**): the Functional Unit is sufficiently free of Pests so that occupation or use is permitted in accordance with all Laws and Quality Standards, at all times;
  - (r) (**Acoustic environment requirements**): the Functional Unit meets the minimum acoustic environment requirements as set out in Section 3 of the Architectural Specifications, at all times;
  - (s) (**Disability Discrimination Act Accessibility Requirements**): if the Functional Unit is designed to satisfy the Disability Discrimination Act Accessibility Requirements it meets the minimum requirements set out in the Output Specifications, at all times;
  - (t) (**Security Systems**): all elements of the Security Systems, including Access Control Systems, Intruder Detection Systems, Door Interlocking Systems, Closed Circuit Television System, Cell Intercommunication System, Radio Frequency Identification provided for the Functional Unit are fully functional and fully operational at all times, in accordance with the Output Specifications;
  - (u) (**Locks and associated furniture and hardware**): all locks and associated furniture and hardware are fully functional and fully operational at all times in accordance with the Output Specifications and do not otherwise interrupt the Facility Functions;
  - (v) (**Functional Area toilet**): at least one toilet per gender is operational in each bank of toilets that serve each associated Functional Area except for Functional Areas described as Cottages;
  - (w) (**Cottage toilet**): at least one toilet is operational in the bank of toilets that services a Functional Area described as a Cottage;
  - (x) (**Cell toilet**): the toilet is fully operational in a Functional Unit described as a Cell;
  - (y) (**Shower**): at least one shower is operational in the bank of showers that service a Functional Area described as a Cottage;
  - (z) (**Hand basin**): at least one hand basin is operational in a Functional Area described as a Cottage;
  - (aa) (**Free of hanging points**): for Functional Unit described as Cell, if the Cell is used for a special purpose such as punishment, observation or crisis care, it must be free of any hanging points and CCTV must be installed and operational;
  - (bb) (**Windows and frames**): all windows and frames are fully functional, fully operational and secure, at all times, in accordance with the Output Specifications;
  - (cc) (**Exhaust and extraction systems**): all exhaust and extraction systems are fully functional and fully operational, at all times in accordance with the Output Specifications;
  - (dd) (**Cool rooms and freezers**): all cool rooms and freezers are fully functional and fully operational, at all times in accordance with the Output Specifications;
  - (ee) (**Ventilation**): all ventilation including natural ventilation are fully functional and fully operational, at all times in accordance with the Output Specifications; and
  - (ff) (**Emergency and exit lighting**): all emergency and exit lighting is fully functional and fully operational, at all times in accordance with the Output Specifications.

## **Annexure B – Spaces**

A Space includes all parts of the Facility, excluding buildings identified as Functional Areas and Functional Units in Annexure D (Functional Descriptions) including the following areas identified in Annexure G (Site Master Plan):

1. site area that is the area external to the External Perimeter Road and Perimeter (Open) Sector within the Site Boundary;
2. the External Perimeter Fence;
3. External Perimeter Road;
4. Sterile Zones;
5. Internal Perimeter Fence;
6. Internal Perimeter Road;
7. the Perimeter (Open) Sector and gate around the Male Open Security Sector;
8. Female Sector;
9. Male Minimum Security Sector;
10. Male Medium Security Sector;
11. Male Open Security Sector;
12. the External Areas Sector that includes the goods store, the transport compound and the Carpark;
13. the Movement Area;
14. the External Recreation Area;
15. the Prisoner Free Zone being the area inside the Internal Perimeter Road and outside the other Sectors; and
16. the Market Garden..

Within each Space, Project Co must provide Services in respect of the areas in accordance with the Agreement.

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**Annexure C - Original Annual Prices for Calculation of Tolerances as per Section 4.5**

<b>Reviewable Services</b>	<b>Total Service Cost (at Contract Close)</b>
Cleaning Services	<i>[not disclosed]</i>
Pest Control Services	<i>[not disclosed]</i>
Waste Management Services	<i>[not disclosed]</i>

## **Annexure D - Functional descriptions**

## Annexure E - Performance Measures

### Annexure E – Performance Measures

#### 1. Overview

##### 1.1 Introduction

- (a) This Annexure E sets out in tabulated form the obligations in the Services Specification and the Agreement against which Project Co's performance is to be assessed for the purposes of calculating Abatements (**Performance Measures Table**).
- (b) The Performance Measures Table is intended to summarise Project Co's obligations under the Agreement in respect of the Services however does not in any way limit, derogate from or otherwise effect Project Co's obligations under the Agreement.
- (c) For the avoidance of doubt, a single state of affairs may constitute multiple Faults and Incidents and the Abatement regime may apply to each Fault and Incident arising from such single state of affairs.

##### 1.2 Overview of Performance Measures table

- (d) The Performance Measures Table is set out as follows:
  - (i) Table 1 - performance measures relevant to Estate Services in respect of Incidents;
  - (ii) Table 2 - performance measures relevant to Estate Services in respect of Faults;
  - (iii) Table 3 - performance measures relevant to Cleaning Services in respect of Incidents;
  - (iv) Table 4 - performance measures relevant to Waste Management Services in respect of Incidents;
  - (v) Table 5 - performance measures relevant to Pest Control Services in respect of Incidents;
  - (vi) Table 6 - performance measures relevant to Utilities Management Services in respect of Incidents;
  - (vii) Table 8 - performance measures relevant to FM Help Desk Services in respect of Incidents;

- (viii) Table 9 - performance measures relevant to General Services; and
  - (ix) Table 10 - performance measures relevant to Performance Reporting Services.
- (e) The information contained in the Performance Measures Table is presented in the following manner:
- (i) in the case of each Incident:
    - A. column A of the Performance Measures Table ("Ref") includes the performance measure reference;
    - B. column B of the Performance Measures Table ("Performance Measure") summarises the obligation in the Agreement against which Project Co's performance is to be assessed and a reference to the Clause or Section in the Agreement against which Project Co's obligations will be measured. A failure to comply with any aspect of the relevant Clause or Section (provided in the "Performance Measure" column) will constitute a performance failure;
    - C. column C of the Performance Measures Table ("Performance Failure Category") sets out whether (in the case of a Performance Failure), the Performance Failure is a Major Performance Failure, Medium Performance Failure, Minor Performance Failure or Low Performance Failure;
    - D. column D of the Performance Measures Table ("Performance Failure Group") sets out whether (in the case of a Performance Failure), the Performance Failure is a Performance Failure Group "A" or a Performance Failure Group "B";
    - E. column E of the Performance Measures Table ("Remedial Period") sets out the time period within which Project Co must Remedy the Incident as further described in Section 3.6 of Schedule 14 to the Agreement (Payment Schedule) ;
    - F. column F of the Performance Measures Table ("Further Remedial Period") sets out the further time period within which Project Co must Remedy an Incident as further described in Section 3.6 of Schedule 14 to the Agreement (Payment Schedule);
    - G. column G of the Performance Measures Table ("Abatement per Remedial Period and Further Remedial Period") sets out the Abatement Amount per Remedial Period and Further Remedial Period for the relevant Incident;
    - H. column H of the Performance Measures Table ("Monitoring Method") sets out the method by which the performance measure will be monitored. Whether or not Project Co has complied with the Performance Measure is a question of fact to be determined against the Agreement. The methods set out in this column are not exhaustive nor determinative and the

Facility Operator and the State may monitor Project Co's conduct using any method it considers reasonable, including the methods set out in the "Monitoring Method" column; and

- I. column I of the Performance Measures Table ("Abatement Basis") sets out the basis upon which the Abatement Amount will be calculated; and
- (ii) in the case of each Fault:
- A. column A of the Performance Measures Table ("Ref") includes the performance measure reference;
  - B. column B of the Performance Measures Table ("Performance Measure") summarises the obligations in the Agreement against which Project Co's performance is to be assessed and a reference to the Clause or Section in the Agreement against which Project Co's obligations will be measured. A failure to comply with any aspect of the relevant Clause or Section (provided in the "Performance Measure" column) will constitute a performance failure;
  - C. column C of the Performance Measures Table ("Performance Failure Category") sets out whether (in the case of a Performance Failure), the Performance Failure is a Major Performance Failure, Medium Performance Failure, Minor Performance Failure or Low Performance Failure;
  - D. column D of the Performance Measures Table ("Performance Failure Group") sets out whether (in the case of a Performance Failure), the Performance Failure is a Performance Failure Group "A" or a Performance Failure Group "B";
  - E. column E of the Performance Measures Table ("Rectification Period") sets out the time period within which Project Co must Rectify a Fault as further described in Section 3.4 of Schedule 14 to the Agreement (Payment Schedule);
  - F. column F of the Performance Measures Table ("Further Rectification Period") sets out the further time period within which Project Co must Rectify a Fault as further described in Section 3.4 of Schedule 14 to the Agreement (Payment Schedule);
  - G. column G of the Performance Measures Table ("Abatement per Rectification Period and Further Rectification Period") sets out the Abatement Amount per Rectification Period and Further Rectification Period for the relevant Fault;
  - H. column H of the Performance Measures Table ("Make Safe Time") sets out the time period within which Project Co must Make Safe the relevant Fault as further described in Section 3.4 of Schedule 14 to the Agreement (Payment Schedule);
  - I. column I of the Performance Measures Table ("Abatement per Make Safe Time") sets out the Abatement Amount per Make Safe Time for the relevant Fault;

- J. column J of the Performance Measures Table ("Monitoring Method") sets out the method which the performance measure will be monitored. Whether or not Project Co has complied with the Performance Measure is a question of fact to be determined against the Agreement. The methods set out in this column are not exhaustive nor determinative and the Facility Operator and the State may monitor Project Co's conduct using any method it considers reasonable, including the methods set out in the "Monitoring Method" column; and
- K. column K of the Performance Measures Table ("Abatement Basis") sets out the basis upon which the Abatement Amount will be calculated.



**Table 1**

Estate Services in respect of Incidents								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
<b>1.1 Operating Phase Plans, Reports and Manual</b>								
ES-I 01	Project Co must prepare, update, submit and comply with the Operating Phase Lifecycle Maintenance Plan that details the maintenance and lifecycle works to be undertaken throughout the Operating Phase (Part F, Sections 1.4 and 8 of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to submit, update or comply with the Operating Phase Lifecycle Maintenance Plan , as required in Schedule 13 to the Agreement (Services Specifications)	Per Incident i.e. per late report or non-compliance
ES-I 02	Project Co must prepare, update, submit and comply with the plans for Unscheduled Services and Scheduled Services in respect of each Estate Service that must be provided as part of Operating Phase Lifecycle Maintenance Plan (Part F, Sections 1.4 and 8(a) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to submit, update or comply with the plans for Unscheduled Services and Scheduled Services in respect of each Estate Service that must be provided as part of Operating Phase Lifecycle Maintenance Plan and required in Schedule 13 to the Agreement (Services Specifications)	Per Incident i.e. per late report or non-compliance
ES-1 03	Project Co must prepare, update, submit and comply with the plans for all refurbishment works required to perform the Estate Services as detailed in the Operating Phase Lifecycle Maintenance Plan (Part F, Sections 1.4 and 8(b) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to submit, update or comply with the plans for all refurbishment works required to perform the Estate Services as detailed in the Operating Phase Lifecycle Maintenance Plan and required in Schedule 13 to the Agreement (Services Specifications)	Per Incident i.e. per late report or non-compliance
ES-I	Project Co must prepare, update, submit and	Major	A	[not	[not	[not disclosed]	Failure to submit, update or comply with	Per Incident

Estate Services in respect of Incidents								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
04	comply with the 5 Year Work Plan as detailed in the Operating Phase Lifecycle Maintenance Plan (Part F, Sections 1.4 and 8(d) of Schedule 13 to the Agreement (Services Specifications))			<i>disclosed</i>	<i>disclosed</i>		the 5 Year Work Plan as detailed in the Operating Phase Lifecycle Maintenance Plan and required in Schedule 13 to the Agreement (Services Specifications)	i.e. per late report or non-compliance
ES-I 05	Project Co must prepare, update, submit and comply with the Annual Works Plan as detailed in the Operating Phase Lifecycle Maintenance Plan (Part F, Section 9 of Schedule 13 to the Agreement (Services Specifications))	Major	A	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to submit, update or comply with the Annual Works Plan as detailed in the Operating Phase Lifecycle Maintenance Plan and required in Schedule 13 to the Agreement (Services Specifications)	Per Incident i.e. per late report or non-compliance
ES-I 06	Project Co must prepare, submit and comply with the Monthly Works Plan as detailed in the Operating Phase Lifecycle Maintenance Plan (Part F, Sections 1.4 and 3 of Schedule 13 to the Agreement (Services Specifications))	Major	A	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to submit or comply with the Monthly Work Plan as detailed in the Operating Phase Lifecycle Maintenance Plan and required in Schedule 13 to the Agreement (Services Specifications)	Per Incident. i.e. per failure to complete a scheduled activity
ES-I 07	Project Co must maintain comprehensive Work Methods Statement for Scheduled Estate Services and Unscheduled Estate Services incorporating risk assessments which consider the impact on the Facility Function and provide such statements within 2 hours of a request (Part F, Sections 1.3 and 5 of Schedule 13 to the Agreement (Service Specification))	Medium	A	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to submit, comply, update or provide the Work Method Statements as detailed in Schedule 13 to the Agreement (Services Specifications)	Per Incident

Estate Services in respect of Incidents								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
ES-I 08*	Project Co must perform Scheduled Estate Services and Lifecycle Services in accordance with the relevant Work Method Statements (Part D, paragraph (a) of Schedule 13 to the Agreement (Service Specification)) and otherwise in accordance with the Agreement.	Medium*	A*	[not disclosed]	[not disclosed]	[not disclosed]	Failure to perform Scheduled Services and Lifecycle Services in accordance with the relevant Work Methods Statement and in accordance with the Agreement.	Per Incident
<b>1.2 Unscheduled Services</b>								
ES-I 09*	Project Co must perform Unscheduled Estate Services which do not relate to a Fault in accordance with the relevant Work Method Statements (Part D, paragraph (a) of Schedule 13 to the Agreement (Service Specifications) and otherwise in accordance with the Agreement	Medium*	A*	[not disclosed]	[not disclosed]	[not disclosed]	Failure to perform Unscheduled Estate Services in accordance with the Work Methods Statement, and in accordance with the Agreement.	Per Incident
<b>1.3 Statutory Testing</b>								
ES-I 10	Project Co must provide the Facility Operator with the results of all statutory testing within [not disclosed] of such result being made available to Project Co. For avoidance of doubt this includes results for Legionella testing (Part B, Section 4.7(a)(v) of Schedule 13 to the Agreement (Services Specifications))	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide results of statutory testing within [not disclosed] of the results being made available Project Co.	Per incident
ES-I	Project Co must ensure that all new FF&E is	Medium	A	[not]	[not]	[not disclosed]	Failure to commission new FF&E in	Per Incident

Estate Services in respect of Incidents								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
11	commissioned in accordance with manufacturer's instructions. This includes the production of maintenance manuals and as fitted drawings within agreed timescales (Part B, Section 4.7(a)(ix) of Schedule 13 to the Agreement (Services Specifications))			<i>disclosed]</i>	<i>disclosed]</i>		accordance with manufacturer's instructions	
<b>1.4 Permits to Work</b>								
ES-I* 12	Project Co must apply to the Facility Operator for Permits to Work where any work may affect the Facility Function and comply with such Permits to Work are adhered to.	Major*	A*	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to apply or comply with Permits to Work or performs the Works without Permits to Work	Per Incident
<b>1.5 Minor Works</b>								
ES-I 13	Project Co must complete requests for Minor Works in accordance with the approved Minor Works Notice (Clause 28 of the Agreement)	Medium	A	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to comply with the Minor Works Notice	Per Incident
<b>1.6 Fire Detection &amp; Fighting Systems</b>								
ES-I 14	Project Co must ensure all Project Co Associates participate in fire drills carried out in accordance with all applicable Laws, Quality Standards and lawful directions of the Facility Operator and test and maintain all fire safety systems so that the Facility meets the FFP Warranty and in accordance with all	Major	A	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to conduct fire drills and test and maintain fire safety systems in accordance with Part B, Sections 4.1(r)(iii)B and 4.1(r)(iii)D of Schedule 13 to the Agreement (Service Specifications)	Per Incident

Estate Services in respect of Incidents								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
	applicable Laws, Quality Standards and Emergency Management Plan (Part B, Sections 4.1(r)(iii)B and 4.1(r)(iii)E of Schedule 13 to the Agreement (Service Specifications))							
ES-I 15	Project Co must respond to any reports of fire risks (including bush fires) on the Facility immediately (Part B, Section 4.1(r)(iii)G of Schedule 13 to the Agreement (Service Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to respond immediately to fire risks on the Facility	Per Incident
ES-I 16	Project Co must report any fire risks (including bush fires) in accordance with the Emergency Management Plan (Part B, Section 4.1(r)(iii)F of Schedule 13 to the Agreement (Service Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to report any fire risks in accordance with the Emergency Management Plan	Per Incident
<b>1.7 Security System Maintenance Services</b>								
ES-I 17	The Security Systems have sufficient capacity, at all times to record and maintain data for the Operating Phase (Part B, Section 4.4(a)(x) of Schedule 13 to the Agreement (Service Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to ensure the Security System has sufficient capacity to record data or the Security System fails to record the data	Per Incident
ES-I 18	Project Co must report any breach of the Security System to the Facility Operator immediately upon occurrence (Part B, Section 4.4(c) of Schedule 13 to the	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to report any breach of the Security System to the Facility Operator immediately upon occurrence	Per Incident

Estate Services in respect of Incidents								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
	Agreement (Service Specifications))							
ES-I 19	Project Co must ensure that False Alarms and Nuisance Alarms do not exceed that stated in the Design Requirements (Part B, Section 4.4(a)(viii) of Schedule 13 to the Agreement (Service Specifications))	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to ensure that False Alarms and Nuisance Alarms do not exceed that stated in the Design Requirements	Per incident
ES-I 20	Project Co must provide ongoing training and support to ensure that Facility Staff are capable of using the integrated Security System (Part B, Section 4.4(a)(xi) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide training for new and existing Facility Staff to use the integrated Security System	Per Incident

Estate Services in respect of Incidents								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
<b>1.8 Key and Lock Management</b>								
ES-I 21	Project Co must provide <i>[not disclosed]</i> usable sets of Security Keys, at all times in accordance with the requirements of Technical Specifications (Part B, Section 6(a) of Schedule 13 to the Agreement (Services Specifications))	Minor <i>[not disclosed]</i> sets of keys that are not usable)	A	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to provide <i>[not disclosed]</i> usable sets of Security Keys	Per Incident
		Medium (For <i>[not disclosed]</i> sets of keys that are not usable)  <i>[not disclosed]</i> –as above Minor)	A	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to provide <i>[not disclosed]</i> usable sets of Security Keys	Per Incident
		Major (Greater than <i>[not disclosed]</i> sets of keys that are not usable)	A	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to provide <i>[not disclosed]</i> usable sets of Security Keys	Per Incident

Estate Services in respect of Incidents								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
ES-I 22	Project Co must maintain an up-dated inventory of Security Keys, blanks and locks within the Facility at all times (Part B, Section 6(d) of Schedule 13 to the Agreement (Service Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to maintain an updated inventory of Security Keys	Per Incident
<b>1.9 Asset and Property Management</b>								
ES-I 23	Project Co must ensure that all internal luminescent strips, signs, notices and warning signs are intact, legible and illuminated where appropriate (Part B, Section 4.1(d)(iii) of Schedule 13 to the Agreement (Service Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to ensure that the internal signs and notices are intact, legible and properly illuminated	Per Incident
ES-I 24	Project Co must advise the Facility Operator and Contract Administrator as required under Clause 26.3(d)(v) of the Agreement or otherwise where the FF&E does not comply with standards required under the Agreement.	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to advise the Facility Operator and Contract Administrator as required under 26.3(d)(v) of the Agreement or otherwise where the FF&E does not comply with standards required under the Agreement.	Per Incident
ES-I 25	Project Co must provide, upgrade and operate an effective Asset Register. To the extent that Project Co is required to maintain any FF&E, it must be responsible for supplying, administering and distributing FF&E evaluation records required by the Facility Operator and the Contract Administrator in accordance with their required distribution procedure. (Part B,	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide, upgrade and operate an effective Asset Register continuously.	Per Incident



Estate Services in respect of Incidents								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
	Section 4.6 of Schedule 13 to the Agreement (Service Specifications)							
ES-I 27	Project Co must submit and update the Asset Register annually or within <i>[not disclosed]</i> of a request by the Contract Administrator (Part F, Sections 1.4 and 11(c) and Part B, Section 4.6(g) of Schedule 13 to the Agreement (Services Specifications)	Medium	A	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to submit or update the Asset Register in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident
<b>1.10 Providing Information</b>								
ES-I 28	Project Co must, not later than 5 Business Days provide all information and assistance reasonably required by the State or the Facility Operator in order for the State or the Facility Operator to discharge any obligation it has in accordance with any Law or Authorisation in connection with the Project or otherwise as required in accordance with the Agreement (Clause 40.2(c))	Medium	A	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to provide information in accordance with the Agreement	Per Incident
ES-I 29	Project Co must record the notification of faults and complaints from any of the Facility Staff relating to the Services (Part C, Section 6.3(d)(ii) of Schedule 13 to the Agreement (Services Specifications))	Medium*	A*	<i>[not disclosed]</i>	<i>[not disclosed]</i>	<i>[not disclosed]</i>	Failure to record the notification of faults and complaints from any of the Facility Staff relating to the Services	Per Incident
<b>1.11 General Requirements</b>								

Estate Services in respect of Incidents								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
ES-I 30	Project Co must take reasonable steps to remove graffiti from view and return the defaced surface, material, furniture or fitting to its original presentation (Part B, Section 5(b) of Schedule 13 to the Agreement (Services Specifications)).	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to take reasonable steps to remove graffiti	Per Incident
ES-I 31	Project Co must deliver Unscheduled Estate Services within the Remedial Period or Further Remedial Period specified in this Annexure (Part B, Section 3(c) of Schedule 13 to the Agreement (Services Specifications)).	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to deliver Unscheduled Estate Services within the Remedial Period or Further Remedial Period	Per Incident
ES-I 32	Project Co must provide and comply with all other Estate Services in accordance with Schedule 13 to the Agreement (Service Specifications) (Part D, paragraph (a) of Schedule 13 to the Agreement (Service Specifications)).	Medium*	A*	[not disclosed]	[not disclosed]	[not disclosed]	Failure to deliver Estate Services in accordance with Schedule 13 to the Agreement (Service Specifications)	Per Incident

**Table 2**

Estate Services in respect of Faults										
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Rectification Period	F. Further Rectification Period	G. Abatement per Rectification Period and Further Rectification Period	H. Make Safe Time	I. Abatement Per Make Safe Time	J. Monitoring Method	K. Abatement Basis
<b>2.1 Make Safe of Faults to Functional Units and Spaces</b>										
ES-F 01	Priority 0 Faults are Made Safe within the Make Safe Time (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Major (for each Functional Unit or Space affected).	A	N/A	N/A	N/A	[not disclosed]	[not disclosed]	Failure to Make Safe a Priority 0 Fault within the Make Safe Time	Per Fault
ES-F 02	Priority 1 Faults are Made Safe within the Make Safe Time (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Medium (for each Functional Unit or Space affected).	A	N/A	N/A	N/A	[not disclosed]	[not disclosed]	Failure to Make Safe a Priority 1 Fault within the Make Safe Time	Per Fault
ES-F 03	Priority 2 Faults are Made Safe within the Make Safe Time (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Minor (for each Functional Unit or Space affected).	A	N/A	N/A	N/A	[not disclosed]	[not disclosed]	Failure to Make Safe a Priority 2 Fault within the Make Safe Time	Per Fault
ES-F 04	Priority 3 Faults are Made Safe within the Make Safe Time (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Low (for each Functional Unit or Space affected).	A	N/A	N/A	N/A	[not disclosed]	[not disclosed]	Failure to Make Safe a Priority 2 Fault within the Make Safe Time	Per Fault

Estate Services in respect of Faults										
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Rectification Period	F. Further Rectification Period	G. Abatement per Rectification Period and Further Rectification Period	H. Make Safe Time	I. Abatement Per Make Safe Time	J. Monitoring Method	K. Abatement Basis
<b>2.2 Rectification of Faults to Functional Units</b>										
ES-F 05	Priority 0 Faults are Rectified within the Rectification Period or Further Rectification Period (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Major (for each Functional Unit affected).	B	[not disclosed]	[not disclosed]	[not disclosed] of relevant Availability Abatement	N/A	N/A	Failure to Rectify a Priority 0 Fault within the Rectification Period or Further Rectification Period	Per Fault
ES-F 06	Priority 1 Faults are Rectified within the Rectification Period or Further Rectification Period (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Medium (for each Functional Unit affected).	B	[not disclosed]	[not disclosed]	[not disclosed] of relevant Availability Abatement	N/A	N/A	Failure to Rectify a Priority 1 Fault within the Rectification Period or Further Rectification Period	Per Fault
ES-F 07	Priority 2 Faults are Rectified within the Rectification Period or Further Rectification Period (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Minor (for each Functional Unit affected).	B	[not disclosed]	[not disclosed]	v of relevant Availability Abatement	N/A	N/A	Failure to Rectify a Priority 2 Fault within the Rectification Period or Further Rectification Period	Per Fault
ES-F 08	Priority 3 Faults are Rectified within the Rectification Period or Further Rectification Period (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Low (for each Functional Unit affected).	B	[not disclosed]	[not disclosed]	[not disclosed] of relevant Availability Abatement	N/A	N/A	Failure to Rectify a Priority 2 Fault within the Rectification Period or Further Rectification Period	Per Fault

Estate Services in respect of Faults										
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Rectification Period	F. Further Rectification Period	G. Abatement per Rectification Period and Further Rectification Period	H. Make Safe Time	I. Abatement Per Make Safe Time	J. Monitoring Method	K. Abatement Basis
<b>2.3 Rectification of Faults to Spaces</b>										
ES-F 09	Priority 0 Faults are Rectified within the Rectification Period or Further Rectification Period (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Major (for each Fault within a Space affected).	A	[not disclosed]	[not disclosed]	[not disclosed]	N/A	N/A	Failure to Rectify a Priority 0 Fault within the Rectification Period or Further Rectification Period	Per Fault
ES-F 10	Priority 1 Faults are Rectified within the Rectification Period or Further Rectification Period (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Medium (for each Fault in an each Area within a Space affected).	A	[not disclosed]	[not disclosed]	[not disclosed]	N/A	N/A	Failure to Rectify a Priority 1 Fault within the Rectification Period or Further Rectification Period	Per Fault
ES-F 11	Priority 2 Faults are Rectified within the Rectification Period or Further Rectification Period (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Minor (for each Fault within a Space affected).	A	[not disclosed]	[not disclosed]	[not disclosed]	N/A	N/A	Failure to Rectify a Priority 2 Fault within the Rectification Period or Further Rectification Period	Per Fault
ES-F 12	Priority 3 Faults are Rectified within the Rectification Period or Further Rectification Period (Section 3.4, Schedule 14 to the Agreement (Payment Schedule))	Low (for each Fault within a Space affected).	A	[not disclosed]	[not disclosed]	[not disclosed]	N/A	N/A	Failure to Rectify a Priority 3 Fault within the Rectification Period or Further Rectification Period	Per Fault

Estate Services in respect of Faults										
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Rectification Period	F. Further Rectification Period	G. Abatement per Rectification Period and Further Rectification Period	H. Make Safe Time	I. Abatement Per Make Safe Time	J. Monitoring Method	K. Abatement Basis
<b>2.4 Statutory Testing</b>										
ES-F 13	Project Co must undertake all actions, including Rectification, arising from planned tests and inspections including insurance inspections. All such works must be treated as Priority 2 Faults, unless deemed to be Priority 0, Priority 1 or Priority 3 (Part B, Section 4.7(b) of Schedule 13 to the Agreement (Service Specifications))	Major (for Priority 0 Faults)	B	[not disclosed]	[not disclosed]	[not disclosed] of relevant Availability Abatement	N/A	N/A	Failure to undertake all actions, including Rectification, arising from planned tests and inspections	Per Fault
		Medium (for Priority 1 Faults)	B	[not disclosed]	[not disclosed]	[not disclosed] of relevant Availability Abatement	N/A	N/A	Failure to undertake all actions, including Rectification, arising from planned tests and inspections	Per Fault
		Minor (for Priority 2 Faults)	B	[not disclosed]	[not disclosed]	[not disclosed] of relevant Availability Abatement	N/A	N/A	Failure to undertake all actions, including Rectification, arising from planned tests and inspections	Per Fault
		Low (for Priority 3 Faults)	B	[not disclosed]	[not disclosed]	[not disclosed] of relevant Availability Abatement	N/A	N/A	Failure to undertake all actions, including Rectification, arising from planned tests and inspections	Per Fault

**Table 3**

Cleaning Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
CL 01	Project Co must provide Cleaning Services in accordance with Schedule 13 to the Agreement (Service Specifications) (excluding matters covered by CL02 and CL03) (Part C, Section 2.2(a) of Schedule 13 to the Agreement (Service Specifications))	Minor	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide Cleaning Services in accordance with Schedule 13 to the Agreement (Service Specifications)	Per Incident
CL 02	Project Co must provide Scheduled Cleaning Services for each designated Functional Unit in accordance with Schedule 13 to the Agreement (Services Specification) (Part C, Section 2.3(a) of Schedule 13 to the Agreement (Services Specifications))	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide Scheduled Cleaning Services in accordance with Schedule 13 to the Agreement (Service Specifications)	Per Incident

Cleaning Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
CL O3	Project Co must provide Cleaning Services in response to each request for Unscheduled Cleaning Services in accordance with Schedule 13 to the Agreement (Service Specifications) (Part C, Section 2.3(b)(i) of Schedule 13 to the Agreement (Service Specifications)) and within the Remedial Period or Further Remedial Period	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide Unscheduled Cleaning Services in accordance with Schedule 13 to the Agreement (Service Specifications) or within the Remedial Period or Further Remedial Period	Per Incident

Table 4

Waste Management Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis



Waste Management Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
WM 01	Project Co must provide Waste Management Services in accordance with Schedule 13 to the Agreement (Service Specifications). (Part C, Section 3.2 of Schedule 13 to the Agreement (Services Specifications))	Medium*	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to deliver Waste Management Services in accordance with Schedule 13 to this Agreement (Service Specifications)	Per Incident
WM 02	Project Co must provide a sanitary and nappy disposal service, including the provision, maintenance and servicing of all sanitary disposal units and nappy bins within the Facility, in accordance with Schedule 13 to the Agreement (Service Specifications). (Part C, Section 3.2(g) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide a sanitary and nappy disposal service, including the provision, maintenance and servicing of all sanitary disposal units and nappy bins within the Facility, in accordance with Schedule 13 to the Agreement (Service Specifications)	Per Incident
WM 03	Project Co must ensure that confidential Waste remains secure in accordance with Schedule 13 to the Agreement (Service Specifications) (Part C, Table 1 of Schedule 13 to the Agreement (Services Specifications))	Major*	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to ensure confidential waste remains secure in accordance with Schedule 13 to the Agreement (Service Specifications)	Per Incident

**Table 5**

Pest Control Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
PC 01	Project Co must provide Pest Control Services in accordance with Schedule 13 to the Agreement (Service Specifications) (Part D, paragraph (a) and Part C, Section 4.2(e) of Schedule 13 to the Agreement (Service Specifications))	Minor	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide Pest Control Services in accordance with Schedule 13 to the Agreement (Service Specifications)	Per Incident
PC 02	Project Co provide Scheduled Pest Control Services in accordance with Schedule 13 to the Agreement (Service Specifications) (Part C, Section 4.2(e) of Schedule 13 to the Agreement (Service Specifications))	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide Scheduled Pest Control Services in accordance with Schedule 13 to the Agreement (Service Specifications)	Per Incident
PC 03	Project Co must provide Pest Control Services in response to all requests for Unscheduled Pest Control Services in accordance with in accordance with Schedule 13 to the Agreement (Service Specifications) (Part C, Section 4.2(f) of Schedule 13 to the Agreement (Service Specifications)) and within the Remedial Period or Further Remedial Period.	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide Unscheduled Pest Control Services in accordance with Schedule 13 to the Agreement (Service Specifications) and within the Remedial Period or Further Remedial Period.	Per Incident

**Table 6**

Utility Management Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
UT 01	Project Co must provide the Utilities Management Services in accordance Schedule 13 to the Agreement (Service Specifications) (Part D, paragraph (a) and Part C, Section 5.2(a) of Schedule 13 to the Agreement (Service Specifications)).	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide the Utilities Management Services in accordance Schedule 13 to the Agreement (Service Specifications)	Per Incident
UT 02	Project Co must secure and maintain connections to Utilities providers of adequate capacity to supply the requirements of the Facility under all operating conditions (Part C, Section 5.3(c)(i) of Schedule 13 to the Agreement (Service Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to secure and maintain connections to Utilities providers of adequate capacity to supply the requirements of the Facility under all operating conditions	Per Incident, per utility service.
UT 03	Project Co must prepare, update, submit and comply with the Monthly Utilities Services Report that must be prepared as a part of the monthly Performance Report (Part F, Sections 1.2 and 4(t) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare, update, submit and comply with the Monthly Utilities Services Report in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident – i.e. per late report.

**Table 7**

FM Help Desk Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
HP 01	Project Co must provide FM Helpdesk Services in accordance with Schedule 13 to the Agreement (Service Specifications) (Part C, Section 6.3(b) of Schedule 13 to the Agreement (Service Specifications))	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide FM Helpdesk Services in accordance with Schedule 13 to the Agreement (Service Specifications)	Per Incident
HP 02	Project Co must provide FM Helpdesk Services are provided 24 hours a day, 365 days a year (Part C, Section 6.3(c) of Schedule 13 to the Agreement (Service Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to provide FM Helpdesk Services are provided 24 hours a day, 365 days a year	Per Incident

**Table 8**

General Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
<b>8.1 Management Team Meetings</b>								
GS 01*	Project Co Representative must attend Management Team Meetings in accordance with the Agreement (Clause 5.7 of the Agreement)	Major*	A*	[not disclosed]	[not disclosed]	[not disclosed]	Failure of Project Co Representative to attend Management Team Meetings	Per Incident*
<b>8.2 Security Procedure</b>								
GS 02	Project Co must comply with the Security Procedures set out in Schedule 19 to the Agreement (Security Procedures)	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to comply with the Security Procedures set out in Schedule 19 to the Agreement (Security Procedure)	Per Incident
<b>8.3 Policy, Laws, Work Method Statements</b>								
GS 03	Project Co must ensure Services are delivered in accordance with Laws and Quality Standards (Part D, paragraph (a)(ii)-(iii) of Schedule 13 to the Agreement (Services Specifications)	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to ensure Services are delivered in accordance with Laws and Quality Standards	Per Incident

General Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
GS 04	Project Co must ensure that the Work Method Statement includes comprehensive operational statements of the method of providing each Service and incorporate risk assessments regarding the impact of the Services on Facility Functions and the provision of a safe work environment and is provided to the Contract Administrator (Part F, Sections 1.3(b)(ii) and 5 of Schedule 13 to the Agreement (Services Specifications))	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare the Work Methods Statement in accordance with Part G of Schedule 13 to the Agreement (Services Specification)	Per Incident
GS 05	Project Co must deliver Services in accordance with the Work Method Statement (Part D, paragraph (a)(vii) of Schedule 13 to the Agreement (Service Specifications))	Medium*	A*	[not disclosed]	[not disclosed]	[not disclosed]	Failure to deliver Services in accordance with the Work Method Statement	Per Incident
8.4 Environmental Management System and Quality Assurance Plan								
GS 06	Project Co must prepare, update, submit and comply with the Environmental Management System in accordance with Schedule 13 to the Agreement (Service Specifications) and otherwise the Agreement (Part C, Section 7 of Schedule 13 to the Agreement (Service Specifications))	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare, update, submit and comply with the Environmental Management System in accordance with Schedule 13 to the Agreement (Service Specifications)	Per Incident

General Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
GS 07	Project Co's must prepare, update, submit and comply with the Quality Assurance Plan in accordance with Schedule 13 to the Agreement (Services Specifications) (Part F, Section 7.5 of Schedule 13 to the Agreement (Services Specifications))	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare, update, submit and comply with the Quality Assurance Plan in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident
<b>8.5 Emergency Management Plan and Contingency Planning</b>								
GS 08	Project Co must prepare, submit, update and comply with its part of the Facility Operator's Emergency Management Plan and must prepare such plan in co-operation with the Facility Operator, Western Australian Police and the Fire and Emergency Services Authority of Western Australia (Part F, Section 7.4 of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to co-operate with the Facility Operator, Western Australian Police and the Fire and Emergency Services Authority of Western Australia in preparing the Emergency Management Plan or to submit, update or comply with the Emergency Management Plan.	Per Incident
GS 09	Project Co must, as a minimum, undertake annual testing of its contingency arrangements detailed in the Emergency Management Plan in respect of the Services (Part B, Section 4.1(r)(iii)D of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Annual tests undertaken in accordance with Emergency Management Plan.	Per Incident

General Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
GS 10	Project Co must submit an Annual Report confirming the emergency procedures and contingencies plans detailed in the Emergency Management Plan comply with the minimum fire safety systems in accordance with the Design Requirements and Service Specifications (Part F, Section 11(b) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to submit an Annual Report confirming the emergency procedures and contingencies plans detailed in the Emergency Management Plan comply with the minimum fire safety systems in accordance with the Design Requirements and Service Specifications	Per Incident
<b>8.6 Liaison</b>								
GS 11	Project Co must liaise with the Facility Operator and all other relevant stakeholders as required (Clause 24.4 of the Agreement)	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to liaise with the Facility Operator and all other relevant stakeholders	Per Incident
<b>8.7 Services Equipment</b>								
GS 12	Project Co must maintain the Services Equipment in such a manner to ensure that the health and safety of Facility Users or Prisoners are not adversely affected (Clause 26.4(b) of the Agreement)	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to maintain the Services Equipment in such a manner to ensure that the health and safety of Facility Users or Prisoners are not adversely affected	Per Incident



General Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Abatement Per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
GS 13	Project Co must store all Services Equipment in a clean and tidy manner in areas agreed by the Facility Operator and restrict access to the area in accordance with all DCS Policies (Clause 26.4(c) of the Agreement)	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to store all Services Equipment in a clean and tidy manner in areas agreed by the Facility Operator and restrict access to the area in accordance with all DCS Policies	Per Incident
<b>8.8 Approved List of Contractors/Suppliers</b>								
GS 14	Project Co must ensure that any Key Subcontractors / used in the delivery of the Services must be approved by the Facility Operator (Clause 5.12(a) of the Agreement)	Minor	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to ensure that any Key Subcontractors / used in the delivery of the Services must be approved by the Facility Operator	Per Incident
<b>8.9 Policies and Procedures Manual</b>								
GS 15	Project Co must prepare, update, submit and comply with the Policies and Procedures Manual (Part D, paragraph (a)(v) and Part F, Sections 1.4 and 7 of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare, update, submit and comply with the Policies and Procedures Manual	Per Incident
<b>8.10 Handover Package</b>								
GS 16	Project Co must prepare, update, submit and comply with the Handover Package (Part F, Section 10 of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare, update, submit and comply with the Handover Package	Per Incident

**Table 9**

Performance Reporting Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Rate per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
<b>9.1 Performance Reporting Requirements</b>								
RP 01	Project Co must prepare and submit a Daily Performance Report in accordance with Schedule 13 to the Agreement (Services Specifications) (Part F, Sections 1.1 and 2 of Schedule 13 to the Agreement (Services Specifications))	Medium	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare and submit a Daily Performance Report in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident
RP 02	Project Co must prepare, update and submit the Monthly Performance Report in accordance with Schedule 13 to the Agreement (Services Specifications) (Part F, Sections 1.2 and 4 of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare and submit the Monthly Performance Report in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident
RP 03	Project Co must prepare, update and submit the Quarterly Performance Report in accordance with Schedule 13 to the Agreement (Services Specifications) (Part F, Sections 1.3 and 6 of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare and submit the Monthly Performance Report in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident
<b>9.2 Monthly Security Systems Maintenance Services Report</b>								
RP 04	As part of the Monthly Performance Report, Project Co must prepare, update and submit a Monthly Security Maintenance Services Report in accordance with Schedule 13 to the Agreement (Services Specifications) (Part F, Sections 1.2 and 4(p) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare, update and submit a Monthly Security Maintenance Services Report in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident

Performance Reporting Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Rate per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
<b>9.3 Monthly FM Help Desk Services Report</b>								
RP 05	As part of the Monthly Performance Report, Project Co must prepare, update, and submit a Monthly FM Help Desk Report in accordance with Part G of Schedule 13 to the Agreement (Services Specifications) (Part F, Sections 1.2 and 4(d) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Completed accurate report received by due date	Per Incident
<b>9.4 Monthly Cleaning Services Report</b>								
RP 06	As part of the Monthly Performance Report, Project Co must prepare, update and submit the Monthly Cleaning Services Report in accordance with Schedule 13 to the Agreement (Services Specifications) (Part F, Sections 1.2 and 4(q) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare, update and submit a Monthly Cleaning Services Report in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident
<b>9.5 Monthly Waste Management Services Report</b>								
RP 07	As part of the Monthly Performance Report, Project Co must prepare, update and submit the Monthly Waste Management Services Report in accordance with Schedule 13 to the Agreement (Services Specifications) (Part F, Sections 1.2 and 4(r) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare, update and submit a Monthly Waste Management Services Report in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident

Performance Reporting Services								
A. Ref	B. Performance Measure	C. Performance Failure Category	D. Performance Failure Group	E. Remedial Period	F. Further Remedial Period	G. Rate per Remedial Period and Further Remedial Period	H. Monitoring Method	I. Abatement Basis
<b>9.6 Monthly Utilities Management Services Report</b>								
RP 08	As part of the Monthly Performance Report, Project Co must prepare, update and submit the Monthly Utilities Management Services Report in accordance with Schedule 13 to the Agreement (Services Specifications) (Part F, Sections 1.2 and 4(t) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare, update and submit a Monthly Utilities Management Service Report in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident
<b>9.7 Monthly Pest Control Services Report</b>								
RP 09	As part of the Monthly Performance Report, Project Co must prepare, update and submit the Monthly Pest Control Services Report in accordance with Schedule 13 to the Agreement (Services Specifications) (Part F, Sections 1.2 and 4(s) of Schedule 13 to the Agreement (Services Specifications))	Major	A	[not disclosed]	[not disclosed]	[not disclosed]	Failure to prepare, update and submit a Monthly Pest Control Service Report in accordance with Schedule 13 to the Agreement (Services Specifications)	Per Incident

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**Annexure F - Annual Service Payment**

The following numbers will be updated in accordance with the Financial Close Adjustment Protocols as set out in the Model Output Schedule.

**Indexed Annual Service Payment (IASP)** *[not disclosed]*

**Table 1 - Indexed Annual Lifecycle Payment (IALP)**

<b>Operating Year</b>	<b>IALPn</b>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
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<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>

<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>

**Table 2 - Variable Annual Services Payment (VASP)**

<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
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<i>[not disclosed]</i>	<i>[not disclosed]</i>
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<i>[not disclosed]</i>	<i>[not disclosed]</i>
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<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>
<i>[not disclosed]</i>	<i>[not disclosed]</i>

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<i>[not disclosed]</i>	<i>[not disclosed]</i>
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**Annexure G - Site Master Plan [not disclosed]**



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## Annexure H - MSP Holiday Period and Notional Service Payment

### 1. Introduction

- (a) The State and Project Co acknowledge that:
- (b) they have adopted certain notional monthly and annual payment amounts, as set out in this Annexure H, for use during the MSP Holiday Period only for the purpose of calculating Abatements and determining whether a relevant Immediate Termination Event or Event of Default has occurred;
- (c) in its Proposal to the State, Project Co departed from the timing for commencement of the Monthly Service Payment originally suggested by the State (the MSP being payable from the Date of Stage 1 Commercial Acceptance) and instead proposed the MSP Holiday Period concept as part of its Proposal;
- (d) Project Co's departure set out in paragraph (c) was accepted by the State only on the basis that this Agreement reflect that the risk allocation between the State and Project be the same as it would have been in had the MSP Holiday Period concept not been proposed and implemented and Project Co not departed from the timing originally suggested by the State;
- (e) the purpose of adopting the notional amounts in this Annexure H is to reflect the agreement of the parties to ensure that the State and Project Co are in the same position in respect of risk allocation and liabilities that they would have been in had the timing for commencement of the Monthly Service Payment reflected that originally suggested by the State; and
- (f) the arrangements have been made by agreement between the parties.

### 2. Calculation of MSP Holiday Period Abatement Amount

During the MSP Holiday Period, the MSP Holiday Period Abatement Amount will be calculated in accordance with the following formula:

*[not disclosed]*

where:

*[not disclosed]*

### 3. Amounts for Abatement for Availability Failures during the MSP Holiday Period

If an Availability Failure occurs during the MSP Holiday period an Abatement amount will be applied.

The Abatement amount in respect of any such Availability Failure will be the aggregate of the amounts calculated in accordance with the following formula in respect of all Functional Parts made Unavailable by the Availability Failure:

*[not disclosed]*

where:

*[not disclosed]*

Where more than one Functional Unit in the same Functional Area is unavailable as a result of the same Availability Failure, the maximum Abatement allowance in respect of that Functional Area will be the amount derived from setting UW at 100%.

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## Annexure I - Insurance Premium Sharing

In this Annexure I of this Schedule 14:

**Shared Operating Insurance(s)** means the industrial special risks/consequential loss insurance and the public liability insurance as noted in Part B of Schedule 9, required to be taken out by Project Co for the Operating Phase.

**SOIRP Period** means the *[not disclosed]* following the Operational Commencement Date and each subsequent *[not disclosed]*.

### 1. Establishing Shared Operating Insurance Cost Component

#### 1.1 Independent Quotes

No later than *[not disclosed]* months (but not earlier than *[not disclosed]* Months) before the expected Operational Commencement Date Project Co will:

- (a) obtain and provide copies to the State of 3 independent quotes from 3 Reputable Insurers with respect to the annual premium cost for the Shared Operating Insurances for the first year of the Operating Term, under Insurances with terms and conditions which comply with the requirements of Clause 39 of the Agreement;
- (b) provide such documentation or information as the State reasonably requires to confirm Project Co's compliance with Section 1.1(a) of this Annexure I in obtaining those quotations including (where this procedure is being repeated under Section 2) a detailed report on the reasons for any changes in the ASOIC (determined in accordance with Section 2(d) of this Annexure I); and
- (c) notify the State in writing of Project Co's proposal with respect to obtaining the Shared Operating Insurances, including details of Project Co's preferred quotation and insurance broker.

#### 1.2 Agreement on Initial Insurances

- (a) Within 10 Business Days after receiving the information given under Section 1.1 of this Annexure I, the State will advise Project Co whether it agrees with Project Co's preferred insurer and the terms, including as to premiums, on which that insurer proposed to issue the Shared Operating Insurances.
- (b) If the State and Project Co do not reach agreement on the matters referred to in Section 1.2(a) of this Part C, either party may refer the matter to be determined by an Independent Expert under Clause 45.3 of the Agreement.
- (c) The initial Shared Operating Insurance Cost Component ("**SOICC**") for the purposes of this Schedule will be the annual premium cost of obtaining the Shared Operating Insurances as agreed in accordance with Section 1.2(a) of this Annexure I or determined in accordance with Section 1.2(b) of this Annexure I (as the case may be).

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## 2. Subsequent Years' Insurances

- (a) Project Co will *[not disclosed]* months prior to each anniversary of the Operational Commencement Date, repeat the procedures under Section 1.1 of this Annexure I, but in respect of the Shared Operating Insurances to be taken out for the ensuing SOIRP Period. Project Co will, if required by the State, include in the documentation to be provided under Section 1.1(b) a written report, prepared in consultation with its insurance brokers, setting out the reasons for any substantial increases in insurance premiums.
- (b) Within *[not disclosed]* Business Days after receiving the information given under Section 2(a) of this Annexure I, the State will advise Project Co whether it agrees with Project Co's preferred insurer and the terms, including terms as to premiums and premium adjustments, on which that insurer would be prepared to issue the Shared Operating Insurances for the ensuing SOIRP Period.
- (c) If the State and Project Co do not reach agreement on the most suitable insurer and premiums and other terms and conditions of the proposed Shared Operating Insurances for the Project for that SOIRP Period, either party may refer the matter to be determined by an Independent Expert under clause 45.3, and those insurances for the ensuing SOIRP Period will be taken out with the insurer agreed by the parties or determined by an Independent Expert to be the most suitable.
- (d) The amount notified by Project Co under Section 2(a) of this Annexure I and accepted by the State or agreed or determined in accordance with Section 2(c) of this Schedule is the "**Annual Shared Operating Insurance Cost**" ("**ASOIC**") applicable to the forthcoming SOIRP Period (as defined in Section 3(a) below).

## 3. Shared Operating Insurance Risk Payment

- (a) For each SOIRP Period, a payment (the "**Shared Operating Insurance Risk Payment**") ("**SOIRP**") will be calculated on the anniversary of the Operational Commencement Date as follows:
  - (i) If ASOIC is greater than *[not disclosed]* of  $SOICC_n$  and less than *[not disclosed]* of  $SOICC_n$ , then the Shared Operating Insurance Risk Payment will be calculated in accordance with the following formula:
  - (ii) *[not disclosed]* If RSOIC is equal to or greater than *[not disclosed]* of  $SOICC_n$ , then the Shared Operating Insurance Risk Payment will be calculated in accordance with the following formula:
  - (iii) *[not disclosed]* If ASOIC is less than *[not disclosed]* of  $SOICC_n$  and greater than *[not disclosed]* of  $SOICC_n$ , then the Shared Operating Insurance Risk Payment will be calculated in accordance with the following formula:
  - (iv) *[not disclosed]* If ASOIC is less than *[not disclosed]* of  $SOICC_n$ , then the Shared Operating Insurance Risk Payment will be calculated in accordance with the following formula:
  - (v) *[not disclosed]* If ASOIC is equal to or greater than *[not disclosed]* of  $SOICC_n$  and less than or equal to *[not disclosed]*

of SOICC<sub>n</sub>, then the Shared Operating Insurance Risk Payment will be zero.

- (b) *[not disclosed]*

## 4. Insurance Payments

### 4.1 Insurance Payment

- (a) In respect of the SOIRP Period, the State will also pay to Project Co an amount ("**Insurance Payment**") calculated as follows:

*[not disclosed]* where:

- (b) *[not disclosed]* Project Co will provide a notice to the State no later than *[not disclosed]* Business Days prior to the payment due date for Shared Operating Insurances.
- (c) Subject to receiving notice in accordance with Section 4.1(b) of this Annexure I and Project Co having complied with its obligations under Sections 1 and 2 of this Annexure I (as appropriate), the State must pay to Project Co the Insurance Payment as part of the Quarterly Service Payment falling immediately after the payment for Shared Operating Insurances is payable..

### 4.2 Insurance Rebate Payment

- (a) To the extent that:
- (i) the Expiry Date does not coincide with an anniversary of the first occurring Operational Commencement Date; or
  - (ii) the date of Termination does not coincide with an anniversary of the Expiry Date,

Project Co must use its best endeavours to procure receipt of a rebate from the relevant insurance provider as a result of the early termination of the Shared Operating Insurances.

- (b) Project Co must, within *[not disclosed]* Business Days of receipt of any such rebate, refund the amount of that rebate to the State.