
Schedule 3 – Review Procedures

1 SUBMISSION AND REVIEW

1.1 Submission

- (a) Project Co must submit all documents, data or other information which this Agreement requires it to provide (**Submitted Documents**) to the State or the Independent Certifier (as applicable) (**Reviewing Party**) for review or approval in accordance with the Document Submission Schedule as attached to the Design Development Plan, this Schedule 3 and the terms of this Agreement.
- (b) With each Submitted Document, Project Co must provide:
 - (i) details of the Submitted Document, its nature and the relevant Clause or Schedule of this Agreement in accordance with which it is submitted for review; and
 - (ii) any other information required in accordance with this Agreement or otherwise necessary for the review of the Submitted Document in accordance with this Schedule 3.

1.2 Review

- (a) The Reviewing Party must review the Submitted Document submitted in accordance with Section 1.1 of this Schedule 3 and provide any comments in writing to Project Co in accordance with this Schedule 3 and this Agreement within the Review Period.
- (b) For the purpose of this Schedule 3, "**Review Period**" means 15 Business Days from the day that the Submitted Document is submitted to the State for review, unless stated otherwise in this Agreement.

2 FURTHER INFORMATION

Without limiting Clause 1.6 of this Agreement, Project Co must as soon as possible upon request by the Reviewing Party:

- (a) submit any further information, data or documents;
- (b) make available appropriately qualified personnel;
- (c) provide access to Project Co's books, records and systems; and
- (d) allow the State to review and undertake audits to enable it to verify compliance with this Section 2 of this Schedule 3 in respect of information provided,

that the Reviewing Party reasonably requires in order to review the Submitted Document and respond in accordance with this Schedule 3.

3 REVIEW IN STAGES

- (a) If Submitted Documents are to be reviewed in stages, each stage must be submitted for review and the review completed in accordance with this Schedule 3 before any subsequent stage may be submitted for review.
- (b) If, for any reason, any stage is reviewed out of sequence as a consequence of any act or omission of Project Co, the Reviewing Party will be entitled to further review or to complete a new review of those stages of the Submitted Documents that have already been reviewed in accordance with this Schedule 3.

4 COMMENTS ON SUBMITTED DOCUMENT

4.1 Comments or no comments

The Reviewing Party may return a Submitted Document to Project Co with or without comment. If the Reviewing Party has no comments on a Submitted Document, the Reviewing Party may mark that document with the statement "No comment".

4.2 Failure to comment

Except in the case of the Submitted Documents described in Section 7.4 of this Schedule 3, if the Reviewing Party fails to comment on or respond to any Submitted Document within the

Review Period, then the Reviewing Party will be deemed to have returned the Submitted Document to Project Co with "No comment".

4.3 Response to Submitted Document

The Reviewing Party may provide comments in connection with a Submitted Document or approve or reject a Submitted Document in accordance with Section 5 of this Schedule 3.

4.4 Substantiate rejection or comments

If the Reviewing Party provides Project Co with comments in connection with the Submitted Document or rejects the Submitted Document in accordance with Section 5 of this Schedule 3, the Reviewing Party must provide sufficient detail to Project Co to substantiate those comments or that rejection.

5 GROUNDS ON WHICH STATE OR THE INDEPENDENT CERTIFIER MAY COMMENT OR REJECT

5.1 General

Subject to Section 5.6 of this Schedule 3, the Reviewing Party may provide comments in connection with, or reject, a Submitted Document if:

- (a) the Submitted Document:
 - (i) is incomplete or inaccurate, of poor quality, is ambiguous or unclear or otherwise is not in a condition to allow the Reviewing Party to adequately review it;
 - (ii) does not comply with the relevant Laws, Authorisations or Quality Standards; or
 - (iii) is otherwise not in accordance with, or is not submitted in accordance with, the requirements of the State Project Documents (including that Project Co will not satisfy the FFP Warranty, the Design Requirements or the Service Specifications); or
- (b) the Reviewing Party is of the view, acting reasonably, that the implementation of the Submitted Document or proceeding on the basis of the Submitted Document would:
 - (i) affect any right of the State in accordance with a State Project Document, the State's ability to perform its obligations under a State Project Document or exercise any of its statutory functions or its ability to enforce any such right;
 - (ii) confer an obligation on the State that is not expressly stated in this Agreement;
 - (iii) not allow Project Co to comply with its obligations in accordance with the State Project Documents (including the FFP Warranty);
 - (iv) likely result in an increase to the State's Liabilities or contingent Liabilities in respect of the DBFM Project; or
 - (v) if the Submitted Document is submitted to a Reviewing Party prior to the date that the Stadium Operator enters into the Operating Agreement, likely result in an increase to the operational costs of the Stadium, Sports Precinct or Off-Site Infrastructure (by reference to the previous Submitted Documents or, in the case of the first Submitted Documents, Attachment 1 (Bid Design Documentation)) including as a result of:
 - (A) an increase in the number of resources (either in the number of staff or the number of hours (or both)) required of the Stadium Operator to undertake the Stadium Activities in normal operating circumstances and not simply cause a change to the Stadium Operator's work methods;
 - (B) an increase in the costs of consumables or equipment required to undertake the Stadium Activities in normal operating circumstances; and

- (C) an increase in the anticipated Utilities costs associated with the operation of the Stadium, Sports Precinct and Off-Site Infrastructure that is unavoidable and not immaterial.

5.2 DBFM Works Program

If the Submitted Document is the DBFM Works Program, in addition to its rights in accordance with Section 5.1 of this Schedule 3, the State may provide comments in connection with the DBFM Works Program or reject the DBFM Works Program and Project Co must amend the DBFM Works Program accordingly if:

- (a) the DBFM Works Program is inconsistent with or is otherwise not in accordance with Schedule 6 (Programming Requirements) of this Agreement; or
- (b) compliance with the Submitted Document would materially increase the likelihood of disruption to the timing for the commencement of the provision of Stadium Activities at the Stadium, Sports Precinct and Off-Site Infrastructure unless Project Co has also submitted a notice of the delay in accordance with Clause 17.2 of this Agreement.

Without limiting the obligation to comply with clause 6.2(d) of the Project Agreement, any acceptance by the State or the Independent Certifier of a DBFM Works Program that indicates that Completion will occur after a relevant Date for Completion does not give rise to an extension of time or imply acceptance of the State or the Independent Certifier to such extension of that Date for Completion.

5.3 Maintenance plans

If the Submitted Document is an Operating Phase Plan, in addition to its rights in accordance with Section 5.1 of this Schedule 3, the Reviewing Party may provide comments in respect of the Submitted Document or reject the Submitted Document and Project Co must amend the Submitted Document accordingly if:

- (a) carrying out the maintenance in the period or at the times suggested would interfere with or disrupt the carrying out of the Stadium Activities, having regard to the Operational Interface Agreement;
- (b) carrying out the maintenance in the period or at the times suggested would interfere with or disrupt the carrying out by PTA or Main Roads of any of their activities;
- (c) the safety of Stadium Users would be adversely affected; or
- (d) the period for carrying out the Scheduled Maintenance would exceed the period reasonably required for the relevant maintenance activity.

5.4 Reviewable Services agreements

Without limiting the State's rights or Project Co's obligations under this Agreement, where the Submitted Document is an agreement in respect of Reviewable Services, in addition to its rights under Section 5.1 of this Schedule 3, the State may provide comments in respect of the relevant agreement or reject the relevant agreement where:

- (a) the State considers that the prices included in the agreement are too high; or
- (b) the terms of the agreement are otherwise not acceptable to the State.

5.5 Design Documentation

If the Submitted Document is Design Documentation, in addition to its rights under Section 5.1 of this Schedule 3, the Reviewing Party may provide comments in respect of, or reject, the Submitted Document where the Submitted Document is not submitted in accordance with the Design Development Process.

5.6 Operating Phase Site Plan

If the Submitted Document is the Operating Phase Site Plan or amended Operating Phase Site Plan, the State must approve the Submitted Document where the Submitted Document accurately sets out the boundaries of the Operating Phase Site.

6 DOCUMENT MANAGEMENT

6.1 Copies of Submitted Documents

- (a) Unless otherwise stated in this Agreement, Project Co must provide:

- (i) 3 original paper copies;
- (ii) 1 electronic version in .pdf format; and
- (iii) 1 electronic version in original format (in accordance with Section 6.1(b) of this Schedule 3),

of each Submitted Document to the relevant Reviewing Party for review in accordance with this Schedule.

- (b) An electronic copy of a Submitted Document must be an electronic copy of that document in the format of the software in which the document was originally created that has been configured to allow the person to whom the electronic copy is provided to access and amend the information contained therein in the same manner as could the original creator(s) of that document.

6.2 Register of Submitted Documents

Project Co must compile and maintain a register of the date of submission and content of each Submitted Document and must regularly update that register to record:

- (a) a unique identifier number or code for each Submitted Document including any responses or comments;
- (b) each Submitted Document to which it receives a response or comment from the Reviewing Party, including a copy of that response or comment; and
- (c) each Submitted Document to which it receives no response or comment or is deemed not to receive any response or comment in accordance with Section 4.1 or 4.2 of this Schedule 3 (as applicable).

6.3 Information Management

- (a) Project Co must unify, align and coordinate the form of Submitted Documents to ensure a seamless review and storage and must ensure a single point of search, indexing and referencing is available, including the consistent use of common forms for similar disciplines, services or functions, common filing and referencing and consistent use of keywords, searching and meta data (where appropriate).
- (b) Project Co must ensure all Submitted Documents are fully compatible with the State's document management system.

7 COMPLIANCE WITH SUBMITTED DOCUMENTS

7.1 Rejected or commented on Submitted Document

Subject to Section 7.2 of this Schedule 3, if the Reviewing Party comments on or rejects a Submitted Document in accordance with Section 5 of this Schedule 3, Project Co must:

- (a) amend the Submitted Document in accordance with the comments of the Reviewing Party to the extent necessary to ensure that the Submitted Document meets the requirements of this Agreement; and
- (b) resubmit the revised Submitted Document to the Reviewing Party within 5 Business Days of receipt of the comments (or such longer period as the Reviewing Party may agree),

and the provisions of Sections 1 to 6 of this Schedule 3 will reapply to the amended document until such time as the Submitted Document is returned to Project Co without any comment, is approved by the Reviewing Party or Parties, or is deemed to have been returned with "No comment" in accordance with Section 4.2 of this Schedule 3.

7.2 Disputed amendments

- (a) If Project Co does not agree that any amendments requested by the Reviewing Party to a Submitted Document are required, Project Co and the Reviewing Party must meet within a reasonable time to try to resolve the difference of opinion in good faith.
- (b) If, following good faith negotiations, Project Co still disputes that any amendments are required to the Submitted Document, Project Co may refer the matter for determination by an Independent Expert in accordance with Clause 45.3 of this Agreement. If the dispute is determined in favour of the State, then the provisions of Section 7.1 of this Schedule 3 will reapply following determination of the dispute.

7.3 Submitted Document with “No Comment”

If all relevant Reviewing Parties return a Submitted Document to Project Co:

- (a) without any comment (except in the case of the Submitted Documents described in Section 7.4) or which is deemed to have been returned with “No comment” in accordance with Section 4.2 of this Schedule 3;
- (b) with the statement “No comment”; or
- (c) which is determined in accordance with Section 7.2 of this Schedule 3 not to require any further amendment,

then:

- (d) Project Co must deliver the DBFM Project in accordance with the Submitted Document and otherwise in accordance with this Agreement;
- (e) subject to Sections 7.3(f) and 7.3(g) of this Schedule 3, Project Co may depart from that document where it is necessary to do so to comply with this Agreement;
- (f) if Project Co wishes to depart from that document, then:
 - (i) it may do so subject to giving the Reviewing Party prior written notice of this intention, together with an updated version of the Submitted Document incorporating all or any changes proposed; and
 - (ii) the provisions of Sections 1 to 6 of this Schedule 3 will apply again to such re-submission; and
- (g) if Project Co becomes aware that the requirements of the Submitted Document conflict with this Agreement, Project Co must notify the State.

7.4 Submitted Documents to be “Approved”

For the purposes of Clauses 7.5 and 28 of this Agreement, if the State returns the Submitted Document to Project Co with the statement “Approved”, or if the Submitted Document is determined in accordance with Section 7.2 of this Schedule 3 not to require any further amendment this will constitute approval of the Submitted Document for the purposes of this Agreement and Sections 7.3(d) to 7.3(g) of this Schedule 3 apply.

8 NO LIMITATION ON OBLIGATIONS

- (a) Except as otherwise expressly provided in the Independent Certifier Agreement, the Reviewing Party does not owe any duty of care to Project Co to review at all, or in reviewing, commenting or failing to comment on, accepting, approving, endorsing or rejecting a Submitted Document, to detect defects, errors, omissions or non-compliances with the State Project Documents, any Law or any Authorisation.
- (b) Notwithstanding this Schedule, where in this Agreement the words “review”, “comment”, “accept”, “endorse”, “approve”, “consent” or “reject” (or other grammatical forms of those words) are used in relation to documents of any kind, including Submitted Documents, or where such words are used by the Reviewing Party, then those words, their use and the acts or omissions associated with them (including pursuant to this Schedule) do not in any way:
 - (i) relieve Project Co from, or alter, affect or reduce, the obligations and Liabilities of Project Co in accordance with the State Project Documents or at Law;
 - (ii) constitute any representation that any Submitted Document complies with the State Project Documents;
 - (iii) prejudice the State’s rights against Project Co, whether in accordance with the State Project Documents or otherwise according to Law; or
 - (iv) affect the time for performance of the State’s obligations in accordance with the State Project Documents.
- (c) The review, comment or failure to comment on, accept, endorse, approve or consent to, any Submitted Document will not be evidence that any DBFM Works or Services have been or will be undertaken or performed in accordance with the State Project Documents.

- (d) Except in respect of any Claim arising under or pursuant to the Independent Certifier Agreement, Project Co agrees that:
- (i) Project Co will not be entitled to make any Claim against the Reviewing Party whether in accordance with this Agreement or at Law for any Liabilities incurred by Project Co in connection with any review, comment or failure to comment on, or acceptance, approval, endorsement or rejection of, a Submitted Document; and
 - (ii) without limiting Section 8(d)(i) of this Schedule 3, Project Co will not be entitled to make any Claim against the Reviewing Party in connection with any delay in the review of a Submitted Document.