

Schedule 17 – FSM Interface

(clause 10.21)

1. Definitions

In this Schedule:

FSM Activities means all activities that TfNSW will perform, procure or oversee in relation to the FSM Interface, including the delivery of the FSM Works by the FSM Contractor.

FSM Contractor Information means all information relating to the FSM Activities provided, or required to be provided under this Schedule 17 (*FSM Interface*), by the FSM Contractor to OpCo.

FSM Design Documentation (FSM Interface) means the design documentation for elements of the FSM Works that may interface with, or be influenced by, the SSTOM Works.

FSM Interface means the interface between:

- (a) the SSTOM Works and Temporary Works; and
- (b) the FSM Works.

FSM Key Program Activities means the key program activities in relation to the FSM Interface described in Annexure A to this Schedule 17 (*FSM Interface*).

FSM Program means the program of OpCo's Activities in relation to the FSM Interface agreed between the parties in accordance with clause 2.5(a) (as updated in accordance with clause 2.5).

FSM PC Sites means those parts of the Sydney Metro Site where the FSM Contractor is identified in the Site Access Schedule as the party that will have control of the site.

FSM Site means the construction site under the FSM Contract.

Site Access Deed Poll (FSM) means a deed poll substantially in the form of Part A of Annexure B to this Schedule 17 (*FSM Interface*).

Site Access Deed Poll (OpCo) means a deed poll substantially in the form of Part B of Annexure B to this Schedule 17 (*FSM Interface*).

OpCo's FSM Representative means the OpCo representative referred to in clause 2.2(a) (or an appropriate replacement approved by the Principal in accordance with clause 2.2(b)).

OpCo FSM Works means all works OpCo is required to carry out to facilitate the delivery of the FSM Works relating to the FSM Interface under:

- (a) this Schedule 17 (*FSM Interface*);
- (b) the FSM Interface Requirements Specification; and
- (c) the SSTOM Specification.

2. Cooperation and coordination

2.1 OpCo acknowledgments relating to FSM Works

OpCo acknowledges that:

- (a) TfNSW has engaged the FSM Contractor to perform the FSM Works;
- (b) OpCo's Activities will interface with the FSM Works;
- (c) the FSM Contractor will be executing work on parts of the Sydney Metro Site, or adjacent to the Sydney Metro Site, at the same time as OpCo is performing OpCo's Activities;
- (d) OpCo may require certain design and work methodology input from the FSM Contractor to coordinate the design of the SSTOM Works and Temporary Works with the FSM Works;

- (e) the FSM Contractor may require OpCo to provide design and work methodology information to coordinate the design of the FSM Works with the SSTOM Works and Temporary Works, and this must be provided in a timely manner by OpCo; and
- (f) any delay in the performance of OpCo's Activities or in OpCo providing information to, or co-operating and co-ordinating with the FSM Contractor, may adversely impact upon, delay or disrupt the FSM Contractor or OpCo's Activities in a way which may lead to the Principal or TfNSW suffering Loss.

2.2 Appointment of Representative

- (a) Within 20 Business Days of Financial Close, OpCo must:
 - (i) appoint an experienced and skilled representative, reasonably satisfactory to the Principal, to coordinate and deal with matters relating to the FSM Interface (**OpCo's FSM Representative**); and
 - (ii) prior to the appointment under clause 2.2(a)(i), give the Principal reasonable notice of the name and experience of the representative proposed to be appointed as OpCo's FSM Representative.
- (b) OpCo may replace OpCo's Representative with a representative of at least equivalent experience, ability and expertise with the Principal's prior approval (which must not be unreasonably withheld or delayed).

2.3 Attendance at Meetings

OpCo's FSM Representative must attend:

- (a) interface coordination meetings with the FSM Contractor and others every 14 days, or at other times to be advised by the Principal's Representative, to review current and future issues relating to the FSM Interface, including the exchange of information, status, problems, solutions, and newly identified interfaces; and
- (b) such other meetings relating to the FSM Interface as referred under this Schedule 17 (*FSM Interface*) or as otherwise requested by the Principal from time to time.

2.4 Communication with FSM Contractor

- (a) OpCo must develop, document and use all reasonable endeavours to agree with the FSM Contractor and the Principal a communication protocol to be applied to communications between OpCo and the FSM Contractor and between OpCo, the FSM Contractor, TfNSW and the Principal consistent with the requirements for communications under this Schedule 17 (*FSM Interface*) and the objectives of timely, open, fair and transparent communication on a best for project basis.
- (b) OpCo must comply with the communication protocol developed in accordance with clause 2.4(a) and all reasonable directions provided by the Principal from time to time in relation to OpCo's interface and interaction with the Principal and the FSM Contractor in relation to the FSM Interface.

2.5 FSM Program and Coordination

- (a) OpCo must prepare an initial FSM Program for all activities associated with the FSM Interface that:
 - (i) takes into account all the FSM Key Program Activities;
 - (ii) is consistent with:
 - (A) the timings for commencement and completion of each of the FSM Key Program Activities shown in Annexure A to this Schedule 17 (*FSM Interface*); and
 - (B) the Delivery Program; and
 - (iii) complies with section 2.2 of the General Specification.
- (b) OpCo must ensure that each FSM Program prepared under clause 2.5(a) includes:

- (i) all actions and interactions between OpCo, the Principal, TfNSW and the FSM Contractor relating to the FSM Interface;
 - (ii) all inter-dependencies between the FSM Works and OpCo's Activities; and
 - (iii) the timing for the delivery of the SSTOM Works and Temporary Works as contemplated by the Design Documentation for the OpCo FSM Works.
- (c) The initial FSM Program must be submitted by OpCo to the Principal within 20 Business Days of Financial Close.
- (d) OpCo will be responsible for maintaining and updating the FSM Program. Subject to clause 2.5(e), the FSM Program may only be amended by the agreement of the Principal and OpCo.
- (e) The Principal may, at any time, direct OpCo to make amendments to the FSM Program, including as a result of a delay by TfNSW or the FSM Contractor in performing the FSM Activities. Subject to clause 2.5(g) and clause 33 of the Operative Provisions, OpCo will have no Claim against the Principal arising out of or in any way in connection with a direction by the Principal in accordance with this clause 2.5(e).
- (f) OpCo must submit each revised version of the FSM Program in a manner and at a frequency which will give the Principal a reasonable opportunity to review the FSM Program and coordinate the FSM Activities and OpCo must incorporate into the FSM Program any time constraints for the FSM Activities as notified by the Principal, TfNSW or the FSM Contractor. OpCo and the Principal will meet as required to finalise and agree the initial FSM Program and each revised version of the FSM Program.
- (g) If;
- (i) the Principal directs an amendment to the FSM Program under clause 2.5(e) as a result of a delay by TfNSW or the FSM Contractor (other than to the extent that delay was caused or contributed to by an act or omission of OpCo or an OpCo Contractor); or
 - (ii) the circumstances in clause 10.21(d) of the Operative Provisions apply,
- the Principal will direct a Modification under clause 33 of the Operative Provisions to modify OpCo's Activities to accommodate the amended FSM Program.
- (h) OpCo must carefully coordinate and interface OpCo's Activities with the FSM Activities and for this purpose:
- (i) make proper allowance in the Delivery Program for the FSM Activities;
 - (ii) be responsible for coordinating OpCo's Activities, including work sequencing, construction methods, safety and industrial relations matters with those affecting, and influenced by, the FSM Contractor's personnel and work;
 - (iii) monitor the interface between OpCo's Activities and the FSM Activities including:
 - (A) reviewing all programs provided by the FSM Contractor to confirm whether they allow appropriately for OpCo's Activities and the interfaces between OpCo's Activities and the FSM Works; and
 - (B) monitoring the progress of the FSM Works;
 - (iv) promptly notify the Principal's Representative of any interface or sequence of activities that may affect the commencement, progress or completion of OpCo's Activities;
 - (v) provide the Principal's Representative and FSM Contractor with sufficient information about the current and expected OpCo's Activities in order to assist the Principal and the FSM Contractor to coordinate the FSM Activities with OpCo's Activities;
 - (vi) provide the Principal and the FSM Contractor with any information or assistance reasonably required by the Principal or the FSM Contractor to assist the Principal or the FSM Contractor to carry out their respective FSM Activities, including the prompt provision of 'as built' design documentation relating to the OpCo FSM Works;

- (vii) perform OpCo's Activities:
 - (A) in accordance with the agreed FSM Program; and
 - (B) so as to prevent interference with, disruption or delay to the FSM Works;
- (viii) cooperate, meet with, liaise and share information with the FSM Contractor so that OpCo and the FSM Contractor each comply with the provisions of all applicable Approvals; and
- (ix) work in accordance with the Interface Management Plan.

2.6 FSM Contractor Information

OpCo acknowledges and agrees that:

- (a) the Principal does not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the accuracy, adequacy, suitability or completeness of any information provided by or on behalf of the FSM Contractor; and
- (b) neither the Principal, TfNSW nor any of their respective Associates will be liable upon any Claim by OpCo arising out of or in any way in connection with:
 - (i) the provision of, or the purported reliance upon, or use of FSM Contractor Information to or by OpCo or any other person to whom the FSM Contractor Information is disclosed; or
 - (ii) a failure by the FSM Contractor to provide any information to OpCo.

3. Design

3.1 Review of Design Documentation for the FSM Works

- (a) The Principal must:
 - (i) within 20 Business Days of Financial Close, provide OpCo with a copy of all FSM Design Documentation (FSM Interface) submitted by the FSM Contractor under the FSM Contract before Financial Close; and
 - (ii) in the case of all other FSM Design Documentation (FSM Interface), promptly provide OpCo with, or procure that OpCo is provided with, all FSM Design Documentation (FSM Interface) submitted by the FSM Contractor under the FSM Contract.
- (b) OpCo may:
 - (i) review the FSM Design Documentation (FSM Interface) provided to it pursuant to clause 3.1(a); and
 - (ii) to the extent that the FSM Design Documentation does not comply with the requirements of the FSM Interface Requirements Specification, provide written comments to the Principal:
 - (A) in the case of FSM Design Documentation (FSM Interface) submitted by the FSM Contractor before Financial Close, within 20 Business Days of the date on which OpCo received the FSM Design Documentation (FSM Interface); and
 - (B) in the case of all other FSM Design Documentation (FSM Interface), within 10 Business Days after the date on which OpCo received the FSM Design Documentation (FSM Interface).
- (c) The Principal must promptly (and in any event no later than 10 Business Days after receipt) provide OpCo with a copy of any comments the Principal receives from TfNSW or the FSM Contractor in response to any comments provided by OpCo under clause 3.1(b)(ii).

3.2 Design Coordination

OpCo must work directly with the FSM Contractor where required to complete the design of the SSTOM Works and Temporary Works so as to be fully compatible with the FSM Works, including the preparation of Design Documentation which complies with the requirements of this deed including the FSM Interface Requirement Specification and section 2.10 of Particular Specification 02 Built Environment, by:

- (a) providing all necessary information to the FSM Contractor in respect of the SSTOM Works and Temporary Works to permit the FSM Contractor to complete the design of the FSM Works so that they comply with the requirements of the FSM Contract and are otherwise acceptable to the Principal and TfNSW;
- (b) obtaining all necessary information from the FSM Contractor in respect of the FSM Works to enable OpCo to complete the design of the SSTOM Works and Temporary Works so that they comply with the requirements of this deed;
- (c) providing reasonable written notice (which must be at least 10 days) to the FSM Contractor with a copy to the Principal's Representative when information is required from the FSM Contractor specifying the information required and the date by which the information is required;
- (d) ensure that any written notice given under clause 3.2(c) provides the FSM Contractor with the longest possible time for the provision of the information;
- (e) when any information is requested by the FSM Contractor, including confirming the compatibility or suitability of the design of, work methods to be used in, or any other aspect of, the FSM Works with the SSTOM Works, Temporary Works or OpCo's Activities:
 - (i) providing the information to the FSM Contractor, with a copy to the Principal's Representative, within the time requested by the FSM Contractor provided that this time is reasonable;
 - (ii) ensuring that the information provided is accurate; and
- (f) using its best endeavours to resolve any problems, and work closely and iteratively, with the FSM Contractor, including providing design options, iterations, and work methodologies, to achieve the best solution to such problems, related to:
 - (i) exchange of information with the FSM Contractor and the adequacy of that information;
 - (ii) the compatibility of the SSTOM Works and Temporary Works with the FSM Works;
 - (iii) technical issues with the information provided to, or received from, the FSM Contractor; and
 - (iv) the requirements for coordination in accordance with this Schedule 17 (*FSM Interface*).

3.3 Changes to SSTOM Works

OpCo must promptly advise the Principal's Representative of all matters arising out of the liaison with the FSM Contractor that may involve a change to the SSTOM Works, Temporary Works, OpCo's Activities or Sydney Metro – Western Sydney Airport or otherwise have an adverse effect upon OpCo's Activities.

3.4 Integration

- (a) OpCo warrants that:
 - (i) it has reviewed and carefully considered the FSM Interface Requirements Specification in the form contained in Exhibit 9 (*FSM Interface Requirements Specification*);
 - (ii) the FSM Works will be fit for the purposes of enabling OpCo to comply with its obligations under this deed if the FSM Works are designed and constructed by the FSM Contractor in accordance with the FSM Interface Requirements Specification.
- (b) Subject to clause 29 and 30 of the Operative Provisions, OpCo will not be entitled to:

- (i) make (nor will the Principal be liable upon) any Claim arising out of or in any way in connection with the FSM Works, including in relation to the FSM Works not being fit for the purposes of enabling OpCo to comply with its obligations under this deed; or
 - (ii) any relief from any obligation under this deed,
- if the FSM Works are designed and constructed in accordance with the FSM Interface Requirements Specification.

4. Access

4.1 FSM Contractor Access to the Construction Site

- (a) OpCo must at all times during the periods set out in clauses 10.2(d) and 10.2(e) of the Operative Provisions:
 - (i) subject to the FSM Contractor providing an executed Site Access Deed Poll (FSM), permit the FSM Contractor to execute the FSM Works on the applicable parts of the Construction Site or Extra Land, or on any adjacent property to the Construction Site or Extra Land:
 - (A) at the same time as OpCo is performing OpCo's Activities; and
 - (B) at the times agreed with the FSM Contractor, or failing agreement at the times determined by the Principal's Representative,

and for this purpose ensure the FSM Contractor has safe, clean and clear access to those parts of the Construction Site or Extra Land, or property adjacent to the Construction Site or Extra Land, required by the FSM Contractor for the purpose of carrying out the FSM Works; and
 - (ii) protect the SSTOM Works, Temporary Works, any part of the Foundation Infrastructure Works during the period in which OpCo is responsible for the Foundation Infrastructure Works, and other improvements on the Construction Site or Extra Land from accidental damage by the FSM Contractor and provide means of receiving, storing and protecting goods and equipment supplied by the FSM Contractor;
- (b) OpCo must give control of the FSM PC Sites to the FSM Contractor in accordance with, and for the duration specified in, the Site Access Schedule, for the purpose of all activities associated with the FSM Works, including constructing, installing, testing, commissioning, replacing, upgrading, inspecting or repairing the FSM Works on the applicable parts of the Construction Site, and for this purpose must ensure the FSM Contractor is given safe, clean and clear access over those other parts of the Construction Site which do not form part of the FSM PC Sites as may reasonably be required for access to and egress from the FSM PC Sites, whether or not this is at the same time as OpCo is performing OpCo's Activities.
- (c) OpCo acknowledges and agrees that:
 - (i) clause 10.2(h) of the Operative Provisions will apply in respect of the FSM PC Sites during those periods when the FSM Contractor is the party in control of those sites and at those times the FSM Contractor will be the Other Principal Contractor; and
 - (ii) the Appointed Principal Contractor will be the Principal Contractor in all those areas of the Construction Site where the FSM Contractor has, or is required to have, a right of access and egress pursuant to clause 4.1(b).

4.2 Access to the FSM Site

- (a) The parties acknowledge and agree that OpCo and its OpCo Contractors may from time to time require access to the FSM Site for the purposes of performing the OpCo FSM Works.

- (b) To the extent that OpCo or an OpCo Contractor is carrying out work on the FSM Site during any period in which the FSM Contractor has been engaged as principal contractor in respect of that part of the FSM Site, OpCo or the OpCo Contractor (as applicable) must provide TfNSW and the FSM Contractor (with a copy to the Principal) with an executed Site Access Deed Poll (OpCo).

5. Completion and Inspection of Works

5.1 Inspection by OpCo

- (a) The Principal may give OpCo, or procure that OpCo is given:
 - (i) 21 days' notice of:
 - (A) the date when the FSM Contractor anticipates to achieve completion of any FSM Key Program Activity or any portion of the FSM Works under the FSM Contract; or
 - (B) completion of any other FSM Activities; and
 - (ii) notice of the time of any inspection of the FSM Works under the FSM Contract or other FSM Activities (which OpCo acknowledges will occur within 7 days of the notice referred to in clause 5.15.1(i)).
- (b) To the extent that OpCo wishes to attend the inspection of the FSM Works or other FSM Activities, OpCo must promptly (and in any event no later than 2 Business Days before the proposed date of the inspection):
 - (i) notify the Principal that it wishes to attend the inspection; and
 - (ii) provide any further information or documentation required by the Principal, TfNSW or the FSM Contractor before the inspection can be carried out.
- (c) Following the inspection, OpCo must promptly give the Principal's Representative any comments in relation to any non-compliances of the FSM Works or other FSM Activities with the FSM Interface Requirements Specification.
- (d) Following completion of the FSM Works, the Principal will:
 - (i) as soon as reasonably practicable provide OpCo with the notice of completion issued by TfNSW's representative under the FSM Contract;
 - (ii) subject to clause 2.6, procure that the FSM Contractor provides OpCo with 'as built' design documentation relating to the FSM Works.

5.2 Inspection by the FSM Contractor

In addition to any relevant matters agreed between OpCo and the FSM Contractor pursuant to clause 2.5(h), OpCo acknowledges and agrees that pursuant to clause 5.1 of the Operative Provisions, the Principal may authorise the FSM Contractor at any time to enter the Sydney Metro Site to observe, inspect or monitor the OpCo FSM Works.

6. FSM Interface issues

6.1 Issue resolution process

If, despite OpCo using its best endeavours and working closely and iteratively with the FSM Contractor, OpCo and the FSM Contractor fail to resolve an issue in dispute between them, OpCo must:

- (a) give written notice to the Principal's Representative with a copy to the FSM Contractor describing the issue in dispute; and
- (b) attend any coordination meetings with the FSM Contractor and any other relevant person (as reasonably determined by the Principal's Representative) chaired by the Principal's Representative or a representative of TfNSW, and work in good faith with those present to attempt to resolve the issue in dispute.

6.2 FSM Contract

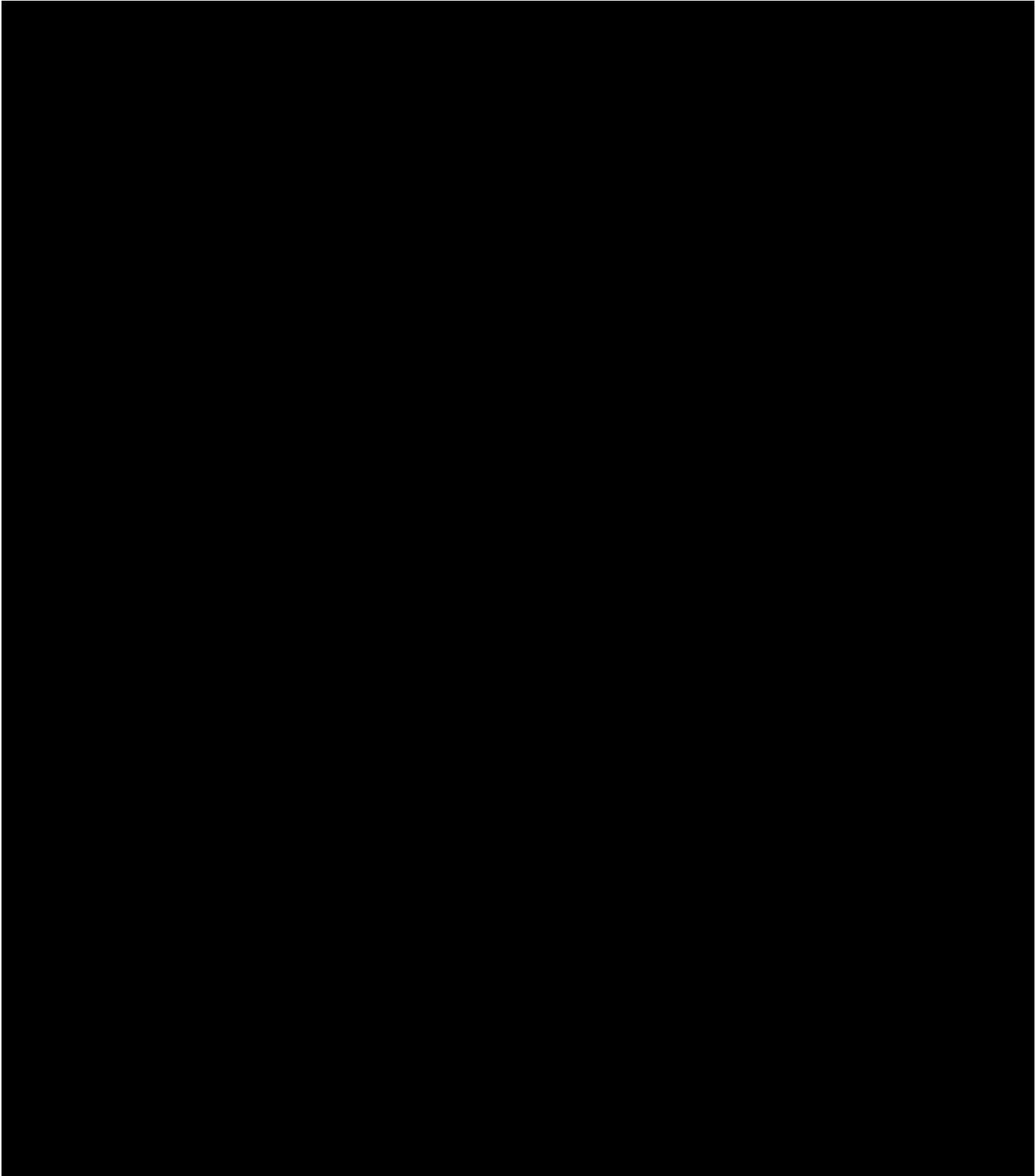
OpCo acknowledges that conditions similar to those in clause 6.1 applying to OpCo will apply to the FSM Contractor under the FSM Contract.

6.3 Principal not liable

OpCo acknowledges and agrees that:

- (a) no act or omission by the FSM Contractor will, whether or not it causes any delay, disruption or interference to OpCo's Activities, constitute an act or omission of the Principal or the Principal's Representative (including any breach of this deed); and
- (b) subject to clause 29 and 30 of the Operative Provisions, the Principal will not be liable upon any Claim by OpCo arising out of or in any way in connection with:
 - (i) the FSM Contractor carrying out the FSM Works; or
 - (ii) any other act or omission of the FSM Contractor.

Annexure A –



Annexure B – Site Access Deed Polls

Part A – Site Access Deed Poll (FSM)

THIS DEED POLL is made on [year]

IN FAVOUR OF:

- (1) [Insert details] (ABN [Insert details]) of [Insert details] ([Site] Contractor);
- (2) [Insert details] (ABN [Insert details]) of [Insert details] (Appointed Principal Contractor);
and
- (3) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the Transport Administration Act 1988 (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (Principal),

(together, the **Beneficiaries**)

GIVEN BY:

- (4) [Insert details] (ABN [Insert details]) of [Insert details] (Accessing Contractor)

RECITALS:

- (A) Pursuant to the deed titled "[Insert]" (Contract No: [Insert]) dated [Insert date] (Contract), the [Site] Contractor agreed to, among other things, design and construct certain works and carry out certain activities (**Project Works**), on the land more particularly described in the Contract (the **Construction Site**).
- (B) The Accessing Contractor has been appointed under a contract (**Accessing Contractor Contract**) to undertake certain works and activities on the Construction Site (**Construction Site Interface Work**).
- (C) For the purposes of the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2017 (NSW)* (together, the **WHS Legislation**), the Project Works and the Construction Site Interface Work are a 'construction project' within the meaning of the WHS Legislation.
- (D) The Appointed Principal Contractor is authorised to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- (E) Under the provisions of the Contract, the Principal is required to procure the provision of this deed poll from certain contractors that undertake Construction Site Interface Work.

This deed poll witnesses that the Accessing Contractor hereby covenants, warrants and agrees with and for the benefit of the Beneficiaries as follows:

1. In consideration of the [Site] Contractor and the Appointed Principal Contractor accepting this deed poll, the Accessing Contractor agrees that:
 - (a) the Accessing Contractor, its subcontractors and their respective personnel while they are on the Construction Site, will comply with Construction Site safety regulations, any Construction Site rules or regulations and with all directions of the [Site] Contractor and the Appointed Principal Contractor with respect to work health and safety;

- (b) the Accessing Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the [Site] Contractor and the Appointed Principal Contractor so that the Appointed Principal Contractor discharges its obligations as principal contractor;
 - (c) the Accessing Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the [Site] Contractor, the Appointed Principal Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;
 - (d) the Accessing Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the [Site] Contractor and the Appointed Principal Contractor while on the Construction Site;
 - (e) the [Site] Contractor and the Appointed Principal Contractor may exclude the Accessing Contractor, any of its subcontractors and their respective personnel from the Construction Site for work health and safety reasons;
 - (f) the [Site] Contractor and the Appointed Principal Contractor may direct the Accessing Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
 - (g) where high risk construction work, as reasonably determined by the [Site] Contractor or the Appointed Principal Contractor, is to be carried out in the performance of the Construction Site Interface Work, the Accessing Contractor must:
 - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
 - (ii) provide a copy of the safe work method statement to the Principal, the [Site] Contractor and the Appointed Principal Contractor prior to the commencement of high risk construction work;
 - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
 - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
 - (v) where so directed by the [Site] Contractor and the Appointed Principal Contractor, suspend the performance of any high risk construction work;
 - (h) the Accessing Contractor will in carrying out the Construction Site Interface Work, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
 - (i) in its contracts with subcontractors, the Accessing Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Accessing Contractor under this deed poll.
2. The Accessing Contractor indemnifies the [Site] Contractor and the Appointed Principal Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the [Site] Contractor and the Appointed Principal Contractor as a result of:
- (a) any failure by the Accessing Contractor to comply with any direction given by the [Site] Contractor or the Appointed Principal Contractor in accordance with this deed poll; or
 - (b) any breach by the Accessing Contractor, any of its subcontractors or their respective personnel of:
 - (i) their respective contractual or legislative work health and safety obligations; or

(ii) the provisions of this deed poll.

3. This deed poll will be governed by and construed in accordance with the law for the time being of New South Wales.

EXECUTED as a deed poll.

Executed by **[Accessing Contractor]** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/other director

Full name of director

Full name of company secretary/other director

Part B – Site Access Deed Poll (OpCo)

This Deed Poll made the _____ day of _____ 20_____

In favour of: **[insert details]** (ABN **[insert details]**) of **[insert details]**
("Contractor") and

Transport for NSW (ABN 18 804 239 602) of Level 5, Tower A, Zenith Centre, 821
 Pacific Highway, Chatswood, NSW, 2067

("Principal")

Given by: **[insert details]** (ABN **[insert details]**) of **[insert details]**
("Other Contractor")

RECITALS

- A. By a contract dated **[insert date]** ("**Contract**") between the Principal and the Contractor, the Contractor agreed to design and construct certain works ("**Works**"), on the land more particularly described in the Contract (the "**Site**").
- B. The Other Contractor has been appointed under a contract ("**Other Contract**") to undertake certain works on the Site ("**Other Contractor Works**").
- C. For the purposes of the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW) (together, the "**WHS Legislation**"), the Works and the Other Contractor Works are a 'construction project' within the meaning of the WHS Legislation.
- D. Under the Contract, the Principal engaged the Contractor as principal contractor and authorised the Contractor to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- E. Under the provisions of the Contract, the Principal is required to procure the provision of this Deed Poll from each Other Contractor that undertakes Other Contractor Works (as that term is defined in the Contract).

This Deed Poll Provides

1. In consideration of the Contractor accepting this Deed Poll, the Other Contractor agrees that:
 - (a) the Other Contractor, its subcontractors and their respective personnel while they are on the Site, will comply with Site safety regulations, any Site rules or regulations and with all directions of the Contractor with respect to work health and safety;
 - (b) the Other Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the Contractor so that the Contractor discharges its obligations as principal contractor;
 - (c) the Other Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;
 - (d) the Other Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Contractor while on Site;
 - (e) the Contractor may exclude the Other Contractor, any of its subcontractors and their respective personnel from the Site for work health and safety reasons;

- (f) the Contractor may direct the Other Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
 - (g) where high risk construction work is to be carried out in the performance of the Other Contractor Works, the Other Contractor must:
 - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
 - (ii) provide a copy of the safe work method statement to the Principal and the Contractor prior to the commencement of high risk construction work;
 - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
 - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
 - (v) where so directed by the Contractor, suspend the performance of any high risk construction work;
 - (h) the Other Contractor shall in carrying out the work under the Other Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
 - (i) in its contracts with subcontractors, the Other Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Other Contractor under this Deed Poll.
2. The Other Contractor indemnifies the Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Contractor as a result of:
- (a) any failure by the Other Contractor to comply with any direction given by the Contractor in accordance with this Deed Poll; or
 - (b) any breach by the Other Contractor, any of its subcontractors or their respective personnel of:
 - (i) their respective contractual or legislative work health and safety obligations; or
 - (ii) the provisions of this Deed Poll.
3. This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.

Executed as a Deed Poll.

Executed by **[Other Contractor]** by or in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full