

Schedule 2 – Service Payment calculation

(clauses 1.12, 3.3(f), 10.24(h), 20.16(d), 23.3(d)(ii), 23.4, 23.5(c), 23.12(c), 24.8(e), 24.13(e), 24.16(b)(i), 24.17(a)(i)(C), 24.17(b)(i), 28.5(a)(ii), 30.7, 46.2(d), 47.1(c)(vii), 47.1(d)(iv), 48.6(a), 48.6(b), 49.1(a)(iv), 49.1(b)(ii), 50.9(a)(i), 57.2(a)(v)-(vi), 69.20(a)(ii), 69.20(c))

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1. Definitions

In this Schedule 2 (*Service Payment calculation*):

Actual Floating Rate means, in respect of an Operating Quarter, the Funding Indicator Rate on the first day of the relevant Operating Quarter.

Actual Floating Rate Interest Payment means, in respect of an Operating Quarter, the interest payable at the Actual Floating Rate on the Base Case Floating Rate Debt. The method of calculating the Actual Floating Rate Interest Payment will be consistent with the method for calculating the Base Case Floating Rate Interest Payment in the Financial Model.

Actual Headway means, with respect to a Delivered Train Service at any Platform, the interval between the time that the Train wheels start moving at that Platform and the time that the Train wheels of the preceding Delivered Train Service started moving at that Platform.

Actual Train Journey Time means the journey time for a Delivered Train Service measured from the time that the Train wheels start moving at its Origin Station to the time that the Train wheels stop moving at its Destination Station. For clarity, if a Delivered Train Service is provided using more than one Train, then the Actual Train Journey Time means the journey time for a Delivered Train Service measured from the time that the Train wheels of the first Train used to provide the Delivered Train Service start moving at its Origin Station to the time that the Train wheels of the last Train used to provide the Delivered Train Service stop moving at its Destination Station.

Adjusted Indexed Availability Fee has the meaning given in clause 3.

Amended Contract Service Level Requirements has the meaning given in clause 13.2(a).

Annexure means an annexure to this Schedule 2 (*Service Payment calculation*).

Annualised Operating Year means a period of one year commencing on the first day of the month in which the day after the Date of Completion occurs and thereafter on the anniversary of this date, which falls (as a whole or in part) within the Operations Phase.

Assessment means the assessment of an item or area based on the relevant Assessment Category in accordance with the methodology provided in the relevant KPI table of Annexure B.

Assessment Category means a category of Assessment (cleanliness, condition, Graffiti and etching or litter) performed for the purpose of measuring the performance of OpCo against a given KPI and in accordance with the relevant KPI table of Annexure B.

Assessment Scale means in respect of a set of Assessment Categories, the description of each performance Level in accordance with the KPI n°1, n°2 and n°3 of Annexure B.

Asset Functionality Deduction means, in respect of an Operating Quarter, the deduction (if any) calculated in accordance with clause 7.1.

Asset Functionality KPI means an Asset Functionality KPI identified in clause 7.3.

Asset Functionality KPI Deduction Percentage means the deduction percentage calculated for each Asset Functionality KPI in accordance with Annexure B, expressed as a percentage to two decimal places.

Asset Functionality KPI Score means the score calculated for each Asset Functionality KPI in accordance with Annexure B, expressed as a percentage to two decimal places.

Asset Functionality KPI Weighting means, with respect to an Asset Functionality KPI, the corresponding percentage stated in clause 7.3.

Asset Management Adjustment means, in respect of an Operating Month, the adjustment to the Monthly Service Payment calculated in accordance with clause 9.

Availability Deduction has the meaning given in clause 4.

Availability Deduction for Missed Trains has the meaning given in clause 4.2.

Availability Deduction for Platform Closures has the meaning given in clause 4.3.

Average Internal Train Temperature means the average of the Internal Train Temperature over a Journey recorded in the Service Payment Monitoring System, for the purpose of measuring the performance of OpCo against KPI n°8.

Average Outside Temperature means the average of the Outside Temperature over a Journey recorded in the Service Payment Monitoring System, for the purpose of measuring the performance of OpCo against KPI n°8.

Average Platform Group Weighting has the meaning given in clause 5.2.

Base Availability Fee means the amount specified as the total 'Base Availability Fee' in Annexure A.

Base Case Floating Rate Debt means, in respect of an Operating Quarter, the amount of the outstanding senior debt in the Financial Model upon which floating rate interest payments are made and stated in clause 1.4 of Annexure A.

Base Case Floating Rate Interest Payment means, in respect of an Operating Quarter, the interest payable in the Financial Model on the Base Case Floating Rate Debt and stated in clause 1.4 of Annexure A.

Base Electricity Compliance Incentive Payment (BECIP_y) equals [REDACTED] per annum.

Base Lifecycle Component means the amount specified as the 'Base Lifecycle Component' in clause 1.2 of Annexure A.

Base Long Term Marginal Price per Operating Hour means the assumed marginal cost of changing the Operating Hours by one additional or one less Operating Hour applicable to a Long Term Service Level Adjustment, excluding any costs covered by the Marginal Price per Operating Hour as stated in clause 1.3(d) of Annexure A.

Base Long Term Marginal Price per Service Kilometre means the assumed marginal cost of providing one additional or one less Service Kilometre applicable to a Long Term Service Level Adjustment as stated in clause 1.3(c) of Annexure A.

Base Maximum Customer Satisfaction Payment (BMP_y) equals [REDACTED] per annum.

Base Maximum Deduction for Service Quality, Asset Functionality and Reporting (BMD_y) equals [REDACTED] per annum.

Base Number of Train Services means [REDACTED] per annum, being the total number of standard weekly Required Train Services at the date of this deed, multiplied by [REDACTED] to derive the annual equivalent.

Base Operating Hours means [REDACTED] hours per annum, being the total standard weekly Operating Hours based on the Required Train Services as listed in clause 5 of Annexure A at the date of this deed, [REDACTED] hours, multiplied by [REDACTED] to derive the annual equivalent.

Base Service Level Adjustment Threshold Payment (BSLATP) equals [REDACTED]

Base Service Kilometres means [REDACTED] per annum, being the total number of weekly Required Train Services at the date of this deed, multiplied by [REDACTED] km and multiplied by [REDACTED] to derive the annual equivalent.

Base Service Kilometres Since Completion means, in respect of an Operating Month, the Base Service Kilometres multiplied by the number of days since the Date of Completion (as at the end of the relevant Operating Month) divided by 365.

Base Short Term Marginal Price per Operating Hour means the assumed marginal cost of changing the Operating Hours by one additional Operating Hour applicable to a Short Term Service Change, excluding any costs covered by the Marginal Price per Operating Hour as stated in clause 1.3(b) of Annexure A.

Base Short Term Marginal Price per Service Kilometre means the assumed marginal cost of providing one additional Service Kilometre applicable to a Short Term Service Change as stated in clause 1.3(a) of Annexure A.

Bedding In Factor means:

- (a) [REDACTED] until the end of the [REDACTED] after the Date of Completion;
- (b) [REDACTED] for each of the [REDACTED] after the Date of Completion;
- (c) [REDACTED] from the start of the [REDACTED] after Completion to the end of the [REDACTED] after Completion; and
- (d) from the [REDACTED] until the Expiry Date either:
 - (i) if the CDPD Conditions have been satisfied (or waived by the Principal), [REDACTED]; or
 - (ii) if the CDPD Conditions have not been satisfied (nor waived by the Principal), the percentage set out as the 'Bedding in Factor (CDPD Conditions not met)' in the Model Outputs Schedule.

Car Exterior means a Car exterior randomly selected for the purpose of measuring the performance of OpCo against KPI n°1 in accordance with the KPI n°1 table of Annexure B.

Car Interior means a Car interior randomly selected for the purpose of measuring the performance of OpCo against KPI n°1 in accordance with the KPI n°1 table of Annexure B.

Car Interior Seats means all sides and surfaces of the seats within a Car Interior.

Car Interior Excluding Seats means all sides and surfaces of a Car Interior excluding its seats.

CCTV means a closed circuit television system or an equivalent security system functionally replacing such system.

CCTV Operating Time means the total Operating Hours for the relevant Operating Quarter, multiplied by the total number of CCTV cameras.

CCTV Uptime means the total number of hours (and fractions of hours) within the Operating Hours that a CCTV camera is operational and connected to a CCTV image monitoring system, summed across all CCTV cameras. If a CCTV image monitoring system is not operational, all connected CCTV cameras will be deemed not operational.

CDM Amount 1 means the amount identified as such in the Model Outputs Schedule, provided always that this amount must only update if the Financial Model is updated to reflect a Modification referred to in clause 33.15(b)(ii) (*Changes to Contract Service Level Requirements*) of the Operative Provisions.

CDM Amount 2 means the amount identified as such in the Model Outputs Schedule, provided always that this amount must only update if the Financial Model is updated to reflect a Modification referred to in clause 33.15(b)(ii) (*Changes to Contract Service Level Requirements*) of the Operative Provisions.

Closed Platform means a Platform which has been declared a Closed Platform by notification from OpCo to the Principal subject to the following and clauses 5.6(b) and 5.6(c):

- (a) subject to paragraph (c), a Platform can only be declared a Closed Platform:
 - (i) if OpCo is obliged to close the Platform following a direction from the Principal or a relevant Authority;

- (ii) if the Platform is not accessible for the purposes of allowing Customers safe access to and egress from the Trains; or
- (iii) if it is not serviced because of an Incident on Sydney Metro – Western Sydney Airport and OpCo can demonstrate that closing the Platform was the most appropriate response to mitigate Customer impacts to the extent possible;
- (b) a Platform ceases to be a Closed Platform at the time that OpCo notifies the Principal of the re-opening of the Platform; and
- (c) if at any Station, Trains travelling in the direction usually served by the affected Platform are able to stop at an alternative Platform such that Trains running in both directions are able to stop at the Station, the affected Platform will not be a Closed Platform.

Complaints means complaints from Customers, the community and other stakeholders in relation to the Sydney Metro – Western Sydney Airport, that enter the Complaints Management Database from multiple channels.

Complaints Management Database means a system which receives, records and processes Complaints.

Complaint Resolution means OpCo acknowledging and reaching an acceptable outcome agreed by both parties to a Complaint or, if OpCo is not responsible for the issue raised in the Complaint, referring the Complaint to the appropriate party.

Corridor Views means an item or area within the Rail Corridor (including substations and ancillary sites) selected in accordance with the KPI n°3 table of Annexure B for the purpose of measuring the performance of OpCo against KPI n°3.

CPI Indexation Factor, or **ICPI_q**, in respect of a Quarter q (where Quarter q is the Quarter during which the relevant calculation is being made), means the factor calculated in accordance with clause 15.2.

Customer Delay Measure, or **CDM**, means any Frequency Customer Delay Measure or Journey Time Customer Delay Measure.

Customer Satisfaction Payment means the amount calculated in accordance with clause 11.

Customer Survey means the quarterly customer experience survey defined in the KPI n°6 table in Annexure B and intended to be completed by Customers.

Customer Surveyor means the reputable surveyor, or surveyors, appointed in accordance with clause 18.2.

Daily CDM Tolerance has the meaning given in clause 4 of Annexure A.

Daily Missed Train Tolerance has the meaning given in clause 4.2.

Day Weighting has the meaning given in clause 2.3 of Annexure A.

Delivered Train Service means a Train Service that is delivered without any Missed Platforms. In the event of an Incident, Planned Service Disruption or Additional Planned Service Disruption, a Delivered Train Service may be provided using more than one Train where the service pattern provided requires Customers to transfer from one Train onto another Train in order to complete their journey. In such circumstances a Train may contribute to more than one Delivered Train Service.

Destination Station means Aerotropolis in respect of Down Train Services or Required Train Services (as the context requires), and St Marys in respect of Up Train Services or Required Train Services (as the context requires), as adjusted in accordance with clause 5.6(c).

Electricity Compliance Incentive Payment means the amount calculated in accordance with clause 12.

Electricity Compliance Incentive Payment Score means the score for the Electricity Compliance Incentive Payment calculated in accordance with Annexure D.

Electricity Compliance Reporting Year means a successive period of 12 months, with the first such 12-month period commencing on the first day of the 7th Operating Month after the Date of Completion.

Electricity Compliance Reporting Year Payment Month means the month that is five months after the end of each Electricity Compliance Reporting Year.

Emergency Services Organisation means the NSW Police Force, Australian Federal Police, Fire and Rescue NSW, Rural Fire Brigades, Ambulance Service of NSW, State Emergency Service, Volunteer Rescue Association or any other agency which manages or controls an accredited rescue unit.

Enclosed Station Platform means a Platform at any of the Enclosed Stations.

Enclosed Station Platform Temperature means the temperature at an Enclosed Station Platform measured at 1.5 metres above platform level, at a horizontal distance of 2 metres from the centre line of a binnacle, where spot cooling is provided via binnacles and a horizontal distance of 1 metre from the centre line where spot cooling is provided via an overhead air diffuser.

Escalator Bank means any group of three or more escalators that service common landing areas (top and bottom). Separate Station entrances are considered separate landing areas for the purpose of this definition.

Escalator Operating Time means the total Operating Hours during the Operating Quarter, multiplied by the total number of escalators.

Escalator Switch-off means, in respect of an escalator which forms part of an Escalator Bank, a period during which an escalator is switched off during Off-Peak Periods such that at least one escalator is operational in each direction in the Escalator Bank and there is sufficient escalator capacity for demand present.

Escalator Uptime means the total hours (and fractions of hours) within Operating Hours that an escalator is available and operational, plus Escalator Switch-off, summed across all escalators.

ETS Equipment Operating Time means total hours (and fractions of hours) during the Operating Quarter (ie 24 hours a day, seven days a week), multiplied by the total number of ETS Equipment.

Floating Rate Amount means the amount calculated in accordance with clause 14.

Frequency Customer Delay Measure has the meaning given in clause 5.2.

Funding Indicator Rate means the BBSY Bid (as defined in the Facility Agreement).

Headway Monitored Platforms means Platforms at each of the following Stations: Luddenham, Airport Terminal.

Headway Tolerance means [REDACTED].

Help Point Availability means the total number of hours (and fractions of hours) within Operating Hours that a Help Point is operational, summed across all Help Points.

Help Point Operating Time means the total Operating Hours for the relevant Operating Quarter, multiplied by the total number of Help Points.

Indexed Availability Fee means, for each day of the Operations Phase, the Base Availability Fee as stated in clauses 1.1(a) and 1.1(c) of Annexure A, indexed in accordance with clause 15.

Indexed Electricity Compliance Incentive Payment means the Base Electricity Compliance Incentive Payment indexed in accordance with clause 15.

Indexed Lifecycle Component means the Base Lifecycle Component indexed in accordance with clause 15.

Indexed Long Term Marginal Price per Operating Hour means the Base Long Term Marginal Price per Operating Hour indexed in accordance with clause 15.

Indexed Long Term Marginal Price per Service Kilometre means the Base Long Term Marginal Price per Service Kilometre indexed in accordance with clause 15.

Indexed Maximum Customer Satisfaction Payment means the annual Base Maximum Customer Satisfaction Payment indexed in accordance with clause 15.

Indexed Maximum Deduction for Service Quality, Asset Functionality and Reporting means the annual Base Maximum Deduction for Service Quality, Asset Functionality and Reporting indexed in accordance with clause 15.

Indexed Service Level Adjustment Threshold Payment means the Base Service Level Adjustment Threshold Payment indexed in accordance with clause 15.

Indexed Short Term Marginal Price per Operating Hour means the Base Short Term Marginal Price per Operating Hour indexed in accordance with clause 15.

Indexed Short Term Marginal Price per Service Kilometre means the Base Short Term Marginal Price per Service Kilometre indexed in accordance with clause 15.

Induction Loop means an electromagnetic communication system used for transmission and reception of communication signals to provide hearing assistance to hearing-aid users on train-borne and station-borne hearing loops. For the avoidance of doubt, this includes the hearing augmentation system defined within Particular Specification 05 (*Rolling Stock*) and the Audio Frequency Induction Loop System defined within Particular Specification 10 (*Communications and Control*).

Induction Loop Availability means the total number of hours (and fractions of hours) within Operating Hours that an Induction Loop is operational, summed across all Induction Loops.

Induction Loop Operating Time means the total Operating Hours for the relevant Operating Quarter, multiplied by the total number of Induction Loops.

Internal Train Temperature means the temperature measured by each of the 2 working sensors within each Car located at positions representative of the temperature experienced by Customers, with measurements being undertaken during the Journey when doors are closed and no earlier than 30 seconds after door closure, for the purpose of measuring the performance of OpCo against KPI n°8.

IPART means the NSW Independent Pricing and Regulatory Tribunal.

Journey means, for a Delivered Train Service, the time between when the Train wheels start moving at its Origin Station and the time that the Train wheels stop moving at its Destination Station, excluding the time when the doors are open and 30 seconds after the doors close at each intermediate Station, for the purpose of measuring the performance of OpCo against KPI n°8.

Journey Time Customer Delay Measure has the meaning given in clause 5.3.

Level means the rating given to an Assessment on a scale ranging from 0 to 3 in accordance with the methodology provided in the appropriate KPI table of Annexure B.

Lifecycle Years means:

- (a) for the first Lifecycle Year, a period of 12 months commencing on the first day of the month during which the day after the Date of Completion occurred; and
- (b) thereafter, successive periods of 12 months, provided that the last Lifecycle Year will be for a duration of 12 months plus the number of days (if any) until the anniversary of the Date of Completion in the next month.

Lift Availability means the total hours (and fraction of hours) within Operating Hours that a lift route is fully available, summed across all lifts.

Lift Operating Time means the total Operating Hours during the Operating Quarter, multiplied by the total number of lifts.

Long Term Service Change has the meaning given in clause 13.1(a)(i).

Long Term Service Level Adjustment Amount means, in respect of a Long Term Service Change, the amount calculated in accordance with clause 13.4.

Major Service Disruption means an Incident which results in one or more sections of track being impassable for more than [REDACTED].

Matrix of Origin Destination Pairs means the matrix provided in clause 3 of Annexure A.

Maximum Headway means, with respect to a Required Train Service, the time stated as the 'Maximum Headway' for that Required Train Service in accordance with clause 5 of Annexure A. For the avoidance of doubt, the Maximum Headway for the first Train of any day is 0 minutes in accordance with clause 5.4(a).

Maximum Train Journey Time means the maximum required journey time for each Required Train Service measured from the time that the Train wheels start moving at its Origin Station to the time that the Train wheels stop moving at its Destination Station, being [REDACTED] for St Marys to Aerotropolis and [REDACTED] for Aerotropolis to St Marys as adjusted in accordance with clause 5.6(c).

Missed Headway means, in respect of a Train Service at any Platform, that the Actual Headway exceeds the sum of the Maximum Headway and the Headway Tolerance.

Missed Platform means an event where:

- (a) a Train does not stop at any Platform at either St Marys or Airport Terminal (unless for the purpose of missing a Platform which is a Closed Platform) with the doors (and the corresponding Platform Screen Doors) held fully open for at least [REDACTED] allowing passengers to board and alight;
- (b) a Train does not stop at any Platform at any other Station (unless for the purpose of missing a Platform which is a Closed Platform) with the doors (and the corresponding Platform Screen Doors) held fully open for at least [REDACTED] allowing passengers to board and alight;
- (c) a Train calls at a Platform (which is not a Closed Platform) and [REDACTED] doors do not open (considering the combined effect of the Train doors together with the corresponding Platform Screen Doors); or
- (d) a Train calls at a Platform (which is not a Closed Platform) but the Platform is not accessible for the purpose of allowing passengers safe access to and egress from the Train.

Missed Train Service means the occurrence of a Required Train Service not being a Delivered Train Service. In respect of a Service Period, the number of Missed Train Services will equal the number of Required Train Services less the number of Delivered Train Services in that Service Period, subject to the following:

- (a) a Delivered Train Service will be attributed to a Service Period based on the time at which the Train Service departs its Origin Station;
- (b) if the first Delivered Train Service of any day (in either direction) does not leave the relevant Origin Station within [REDACTED] of the start of the first Service Period, this will be counted as [REDACTED] Missed Train Services. A further Missed Train Service accrues after:
 - (i) a period equal to the Maximum Headway; and
 - (ii) every subsequent period equal to the Maximum Headway,
 until the time that the first Delivered Train Service departs the relevant Origin Station;

- (c) the last Delivered Train Service in each direction will be attributed to the last Service Period of the day if it departs its Origin Station no later than [REDACTED] after the end of the last Service Period; and
- (d) if the last Delivered Train Service in each direction departs its Origin Station either:
 - (i) before the scheduled time for the last Required Train Service; or
 - (ii) more than [REDACTED] after the end of the Service Period,
 this results in [REDACTED] Missed Train Services.

Monthly CDM Tolerance has the meaning given in clause 5.1.

Monthly Missed Train Tolerance has the meaning given in clause 4.2.

New Quality Monitor has the meaning given in clause 18.1(d).

Notifiable Incident means an occurrence which is:

- (a) notifiable to the ONRSR and classified by the ONRSR as either a Category A or Category B notifiable occurrence; or
- (b) notifiable to IPART under the *Electricity Supply Act 1995* (NSW).

Off-Peak Period means any period of hours which are not Peak Hours.

Operating Hours means, in respect of a day, the time in hours (and fractions of hours) between the time that is [REDACTED] the time the first Required Train Service departs from St Marys or Aerotropolis (whichever is the earlier) to the time that is [REDACTED] after the time that the last Required Train Service arrives at St Marys or Aerotropolis (whichever is the later).

Operating Month means a calendar month which falls (as a whole or in part) within the Operations Phase, except that:

- (a) the first Operating Month will commence on the day after the Date of Completion and will end at the end of that calendar month; and
- (b) the last Operating Month will end on the last day of the Term.

Operating Quarter means a period of three months commencing on 1 January, 1 April, 1 July or 1 October which falls (as a whole or in part) within the Operations Phase, except that:

- (a) the first Operating Quarter will commence on the day after the Date of Completion and will end at the end of that Quarter; and
- (b) the last Operating Quarter will end on the last day of the Term.

Origin Station means St Marys in respect of Down Train Services or Required Train Services (as the context requires), and Aerotropolis in respect of Up Train Services or Required Train Services (as the context requires) as adjusted in accordance with clause 5.6(c).

Original Date for Completion means the Date for Completion as at Financial Close and stated as the 'Original Date for Completion' in the Model Outputs Schedule.

Outside Temperature means the temperature of a working temperature sensor at the external air intake vents, with measurements being undertaken during the Journey when doors are closed and no earlier than 30 seconds after door closure, for the purpose of measuring the performance of OpCo against KPI n°8.

PA System means public address control device used to monitor and control public address messages.

PA System Availability means the total number of hours (and fractions of hours) within Operating Hours that a PA System is operational, summed across all PA Systems.

PA System Operating Time means the total Operating Hours for the relevant Operating Quarter, multiplied by the total number of PA Systems.

Peak Period means any period of hours which are Peak Hours.

Peripheral Presentation Area Views means an item or area within the Peripheral Presentation Areas selected in accordance with the KPI n°3 table of Annexure B for the purpose of measuring the performance of OpCo against KPI n°3.

PIDS Availability means the total number of hours (and fractions of hours) within Operating Hours that a PIDS is operational, summed across all PIDS.

PIDS Operating Time means the total Operating Hours for the relevant Operating Quarter, multiplied by the total number of PIDS.

Platform means each of the platforms where Customers board and alight the Trains serving the Sydney Metro – Western Sydney Airport across all Stations.

Platform Closure means a time period within the Operating Hours of a day where a Platform is a Closed Platform.

Platform Closure Weighting equals [REDACTED] in respect of each Platform (being [REDACTED] divided by the total number of Platforms serving the Sydney Metro – Western Sydney Airport), with the exception of Airport Terminal where the Platform Closure Weighting equals [REDACTED] with respect to each Platform and St Marys where the Platform Closure Weighting equals [REDACTED] with respect to each Platform.

Platform Group means a group of Platforms associated with a Headway Monitored Platform as specified in clause 2 of Annexure A.

Platform Group Weighting means, in respect of a Platform Group, the sum of the Platform Weightings of each Platform that is not a Closed Platform within the Platform Group.

Platform Weighting means, in respect of each Platform, the applicable weighting factor for that Platform specified in clause 2 of Annexure A.

Quality Assurance Inspector means the inspector appointed in accordance with clause 18.1.

Quality Assurance Program means the program of inspections (or other comparable measurements, if a New Quality Monitor is adopted in accordance with clause 18.1(d)) to be carried out for the measurement of Service Quality KPI n°1, KPI n°2, KPI n°3 and for Asset Functionality KPI n°9.

Reference Pictures means the photographs corresponding to the different Levels of cleanliness, condition, Graffiti and etching and litter in Part B of Annexure B.

Report means a performance report OpCo is required to provide the Principal under section 6 of the General Specification and which is specified in the KPI n°13 table of Annexure B, which will be used for the purpose of measuring the performance of OpCo against KPI n°13.

Reporting Deduction means, in respect of an Operating Quarter, the deduction (if any) calculated in accordance with clause 8.1.

Reporting KPI means a Reporting KPI identified in clause 8.3.

Reporting KPI Deduction Percentage means the deduction percentage calculated for each Reporting KPI in accordance with Annexure B, expressed as a percentage to two decimal places.

Reporting KPI Score means the score calculated for each Reporting KPI in accordance with Annexure B, expressed as a percentage to two decimal places.

Reporting KPI Weighting means, with respect to a Reporting KPI, the corresponding percentage stated in clause 8.3.

Required Operating Hours means the total weekly Operating Hours in accordance with the Contract Service Level Requirements (as amended in accordance with clause 13.2), multiplied by 52.14 to derive the annual equivalent.

Required Service Kilometres means the total weekly Service Kilometres in accordance with the Contract Service Level Requirement (as amended in accordance with clause 13.2), multiplied by 52.14 to derive the annual equivalent.

Required Service Kilometres Since Completion means, in respect of an Operating Month, the total Required Service Kilometres completed since the Date of Completion.

Scope-Related Complaint has the meaning given in the KPI n°7 table of Annexure B.

Service Change Limitations means the limitations on Service Changes described in clause 13.3.

Service Change Notice means a notice of the kind referred to in clause 13.2(a).

Service Disruption Incident means a disruption of more than [REDACTED] to scheduled Headways at any Station in either direction, as a result of an Incident or service disruption including a Platform Closure, for the purpose of measuring the performance of OpCo against KPI n°4.

Service Failure means the level of performance stated in Annexure B for each Service Quality KPI, Asset Functionality KPI or Reporting KPI, with the exception of KPI n°6, n°7 and n°13.

Service Failure Point means a point accrued by OpCo for failing to perform at or better than the Service Failure Level.

Service Kilometres means the distance in kilometres (and fractions of kilometres) travelled by Trains running between the Origin Station and the Destination Station when delivering the Required Train Services.

Service Level Adjustment Amount means:

- (a) in respect of a Long Term Service Change, the Long Term Service Level Adjustment Amount for that Long Term Service Change; and
- (b) in respect of a Short Term Service Change, the Short Term Service Level Adjustment Amount for that Short Term Service Change.

Service Level Adjustment Threshold Payment means, in respect of an Operating Month, the amount calculated in accordance with clause 13.6.

Service Level Adjustment Threshold Payment Trigger equals:

- (a) [REDACTED]% only in the first Operating Month in which Required Service Kilometres Since Completion is greater than the Base Service Kilometres Since Completion by more than [REDACTED] kilometres multiplied by the total number of Trains; and
- (b) [REDACTED]% in all other Operating Months.

For the avoidance of doubt, the Service Level Adjustment Threshold Payment Trigger can only be equal to [REDACTED]% in one Operating Month throughout the Term.

Service Payment means, in respect of an Operating Month, the payment (if any) calculated in accordance with clause 2.

Service Period means a period of time specified as a 'Service Period' in clause 5 of Annexure A.

Service Quality Deduction means, in respect of an Operating Quarter, the deduction (if any) calculated in accordance with clause 6.1.

Service Quality KPI means a Service Quality KPI identified in clause 6.3.

Service Quality KPI Deduction Percentage means the deduction percentage calculated for each Service Quality KPI in accordance with Annexure B, expressed as a percentage to two decimal places.

Service Quality KPI Payment Percentage means the payment percentage calculated for Service Quality KPI n°6 in accordance with Annexure B, expressed as a percentage to two decimal places.

Service Quality KPI Score means the score calculated for each Service Quality KPI in accordance with Annexure B, expressed as a percentage to two decimal places.

Service Quality KPI Weighting means, with respect to a Service Quality KPI, the corresponding percentage stated in clause 6.3.

Short Term Service Change has the meaning given in clause 13.1(a)(ii).

Short Term Service Level Adjustment Amount means, in respect of a Short Term Service Change, the amount calculated in accordance with clause 13.5.

Station Views means an item or area selected in accordance with the KPI n°2 table of Annexure B for the purpose of measuring the performance of OpCo against KPI n°2.

Surface means a horizontal, vertical or angled surface of up to 20 square metres in maximum dimension randomly selected for the purpose of measuring the performance of OpCo against KPI n°2 and KPI n°3.

Temporary Service Level means the service level proposed by OpCo to apply during a period of Planned Service Disruption or Additional Planned Service Disruption.

Timeliness Deduction has the meaning given in clause 5.1.

Total ETS Equipment Unavailability means the total hours (and fractions of hours) of ETS Equipment Unavailability (as defined in KPI n°11 of Annexure B) within the Operating Quarter, summed across all ETS Equipment.

Total Weekly Platform Weighting has the meaning given in clause 5.7.

Total Weekly Train Weighting has the meaning given in clause 5.7.

Train Service Deduction means the Availability Deduction per Missed Train Service applicable in accordance with clause 4.2, being the amount identified as such in the Model Outputs Schedule, provided always that this amount must only update if the Financial Model is updated to reflect a Modification referred to in clause 33.15(b)(ii) (*Changes to Contract Service Level Requirements*) of the Operative Provisions.

Train Surface means a Train interior surface such as one side wall, windows, ceiling, floor, the back of a seat or a handrail.

Train Weighting means, in respect of each Train Service during each Service Period, the applicable weighting factor for that Train specified in clause 2.2 of Annexure A.

Unacceptable Graffiti Items are mural/tag/image with letters/image [REDACTED] height (not including murals endorsed by the Principal), offensive language/image and Graffiti covering security or wayfinding information.

Unacceptable Litter Item means any offensive item, litter causing sticky spill, litter which would soil top or sides of footwear, wet chewing gum, litter containing biological waste or blood, sharp or dangerous item (e.g. syringe or broken glass), litter obstructing the path or litter that obstructs the access to a Car Park slot.

Weighted Asset Functionality Deduction Percentage has the meaning given in clause 7.2.

Weighted Reporting Deduction Percentage has the meaning given in clause 8.2.

Weighted Service Quality Deduction Percentage has the meaning given in clause 6.2.

WPI Indexation Factor, or $IWPI_q$, in respect of a Quarter q (where Quarter q is the Quarter during which the relevant calculation is being made), means the factor calculated in accordance with clause 15.2(b).

2. Components of the Service Payment

2.1 Calculation of the Service Payment

The Service Payment for each Operating Month (SP_m) will be calculated as follows:

$$SP_m = AIAF_m + ILCC_m - AD_m - TD_m - SQD_m - AFD_m - RD_m + CSP_m + AMA_m + FRA_m + ECIP_m + IMAP$$

where:

$AIAF_m$ = the Adjusted Indexed Availability Fee in respect of a month calculated in accordance with clause 3;

$ILCC_m$ = the Indexed Lifecycle Component for the relevant Operating Month calculated as

$$\frac{ILCC_y}{12}$$

where:

$ILCC_y$ = Either:

- (a) if the Operating Month is the 13th Operating Month within a Lifecycle Year, 0; or
- (b) for all other Operating Months, the Indexed Lifecycle Component for the Lifecycle Year in which the Operating Month starts.

AD_m = the Availability Deduction for the relevant Operating Month calculated in accordance with clause 4;

TD_m = the Timeliness Deduction for the relevant Operating Month calculated in accordance with clause 5;

SQD_m = the Service Quality Deduction for the relevant Operating Month. For the last Operating Month of each Operating Quarter, the Service Quality Deduction will be the Service Quality Deduction for that Operating Quarter (the Quarterly Service Quality Deduction, or SQD_q), calculated in accordance with clause 6. The Service Quality Deduction for every other Operating Month will be zero;

AFD_m = the Asset Functionality Deduction for the relevant Operating Month. For the last Operating Month of each Operating Quarter, the Asset Functionality Deduction will be the Asset Functionality Deduction for that Operating Quarter (the Quarterly Asset Functionality Deduction, or AFD_q), calculated in accordance with clause 7. The Asset Functionality Deduction for every other Operating Month will be zero;

RD_m = the Reporting Deduction for the relevant Operating Month. For the last Operating Month of each Operating Quarter, the Reporting Deduction will be the Reporting Deduction for that Operating Quarter (the Quarterly Reporting Deduction, or RD_q), calculated in accordance with clause 8. The Reporting Deduction for every other Operating Month will be zero;

CSP_m = the Customer Satisfaction Payment for the relevant Operating Month. For the last Operating Month of each Operating Quarter, the Customer Satisfaction Payment will be the Customer Satisfaction Payment for that Operating Quarter (the Quarterly Customer Satisfaction Payment, or CDP_q), calculated in accordance with clause

11. The Customer Satisfaction Payment for every other Operating Month will be zero;

- AMA_m = the Asset Management Adjustment for the relevant Operating Month calculated in accordance with clause 9;
- FRA_m = the Floating Rate Amount for the relevant Operating Month;
- $ECIP_m$ = the Electricity Compliance Incentive Payment for the relevant Operating Month calculated in accordance with clause 12; and
- $IMAP$ = The Indexed Initial Month Adjustment Payment calculated in accordance with clause 20.

3. Calculation of the monthly Adjusted Indexed Availability Fee

The Adjusted Indexed Availability Fee for the relevant Operating Month ($AIAF_m$) will be calculated as:

$$AIAF_m = \frac{(n_m \times IAF_y + n_m^{start} \times LSLA_y^{start} + n_m^{end} \times LSLA_y^{end})}{n_y} + \sum_{month} SSLA_d + SLATP_m$$

where:

- n_m = the number of days in the relevant Operating Month;
- IAF_y = the Indexed Availability Fee;
- $LSLA_y^{start}$ = the Long Term Service Level Adjustment Amount at the start of the Operating Month;
- $LSLA_y^{end}$ = the Long Term Service Level Adjustment Amount at the end of the Operating Month;
- n_m^{start} = the number of days in the relevant Operating Month that the $LSLA_y^{start}$ applied;
- n_m^{end} = the number of days in the relevant Operating Month that the $LSLA_y^{end}$ applied;
- n_y = the number of days in the relevant Annualised Operating Year;
- $\sum_{month} SSLA_d$ = the sum across all days in the month of any Short Term Service Level Adjustment Amounts calculated in accordance with clause 13.5; and
- $SLATP_m$ = The Service Level Adjustment Threshold Payment for the relevant Operating Month calculated in accordance with clause 13.6.

4. Availability Deductions

4.1 Calculation of Availability Deductions

The Availability Deduction for the relevant Operating Month (AD_m) will be calculated as follows:

$$AD_m = \left(AD_m^{MT} + \sum_m AD_d^{PC} \right) \times BIF_m$$

where:

- AD_m = the Availability Deduction for the relevant Operating Month;

AD_m^{MT} = the Availability Deduction for Missed Trains for the relevant Operating Month;

$\sum_m AD_d^{PC}$ = the sum of the Availability Deduction for Platform Closures across all days in the relevant Operating Month; and

BIF_m = the Bedding In Factor applicable to the relevant Operating Month.

4.2 Availability Deduction for Missed Trains

The Availability Deduction for Missed Trains for the relevant Operating Month (AD_m^{MT}) will be calculated as follows:

$$AD_m^{MT} = \left(\sum_m MTS_d^{excess} + MTS_m \right) \times TSD \times ICPI_q$$

where:

$\sum_m MTS_d^{excess}$ = the sum of MTS_d^{excess} for all days in the relevant Operating Month;

MTS_d^{excess} = the total number of Missed Train Services across all Service Periods on that day less the Daily Missed Train Tolerance, but not less than zero.

The Daily Missed Train Tolerance is [REDACTED] of the number of Required Train Services for the relevant day rounded down to the nearest whole number;

MTS_m = the total number of Missed Train Services in the month less:

- $\sum_m MTS_d^{excess}$ as defined above; and
- Monthly Missed Train Tolerance, being [REDACTED] of the number of Required Train Services in that month, rounded down to the nearest whole number,

but not less than zero;

TSD = the Train Service Deduction; and

$ICPI_q$ = the CPI Indexation Factor for the relevant Quarter q.

For each day during a Short Term Service Change or Long Term Service Change, the total number of Missed Train Services will be calculated with reference to the Amended Contract Service Level Requirements requested by the Principal in accordance with clause 13.2.

4.3 Availability Deduction for Platform Closures

If one or more Platform Closures occur in a day the Availability Deduction for Platform Closures in the relevant day is calculated as follows:

$$AD_d^{PC} = \sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right) \times \frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$$

where:

AD_d^{PC} = the Availability Deduction for Platform Closures for the relevant day;

$\sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right)$ = the lesser of the sum across all Platforms of $\left(\frac{PCH_d}{OH_d} \times w^{pc} \right)$ and 100%;

PCH_d = the total number of hours (and fractions of hours) of Platform Closure for the relevant Platform on the relevant day;

OH_d = the total Operating Hours for the relevant day;

w^{pc} = the Platform Closure Weighting;

- $AIAF_m$ = the Adjusted Indexed Availability Fee for the relevant month;
 n_m = the number of days in the relevant month;
 F^{CDPD} = either:
 (a) if the CDPD Payment Date has not yet occurred, equal to 'FCDPD' stated in the Model Outputs Schedule; or
 (b) if the CDPD Payment Date has occurred, 1; and
 w^d = the Day Weighting.

4.4 Amendment to Day Weightings

- (a) If there is an amendment to the Platform Weightings used in the calculation of Timeliness Deductions, pursuant to clause 5.7, then the Day Weightings will be amended in accordance with clause 4.4(b).
 (b) The amended Day Weighting for each of Monday to Thursday, Friday, Saturday and Sunday (DW_i) will be calculated as:

$$DW_i = \frac{\sum_{SPi} (TD_{SPi} \times \sum_P PW_{P,SPi}) \times 7}{TWPW}$$

where:

- $\sum_{SPi} (TD_{SPi} \times \sum_P PW_{P,SPi})$ = the sum across all Service Periods of the day i of $TD_{SPi} \times \sum_P PW_{P,SPi}$;
 TD_{SPi} = the time duration of the Service Period SPi as stated in clause 2.1 of Annexure A;
 $\sum_P PW_{P,SPi}$ = the sum of the Platform Weightings for all the Platforms for the Service Period SPi ;
 $PW_{P,SPi}$ = the Platform Weighting for Platform P in the Service Period SPi in accordance with clause 2.1 of Annexure A; and
 $TWPW$ = the Total Weekly Platform Weighting.

5. Timeliness Deductions

5.1 Calculation of Timeliness Deductions

The Timeliness Deduction for the relevant Operating Month (TD_m) will be calculated as follows:

If $(\sum_m CDM_d^{excess} + CDM_m) \leq$ [REDACTED]

$$TD_m = \left(\sum_m CDM_d^{excess} + CDM_m \right) \times CDMA1 \times ICPI_q \times BIF_m$$

If $(\sum_m CDM_d^{excess} + CDM_m) >$ [REDACTED]

$$TD_m = \left([REDACTED] \times CDMA1 + \left(\sum_m CDM_d^{excess} + CDM_m - [REDACTED] \right) \times CDMA2 \right) \times ICPI_q \times BIF_m$$

where:

TD_m = the Timeliness Deduction for the relevant month;

| | | |
|-------------------------|---|---|
| $\sum_m CDM_d^{excess}$ | = | the sum of CDM_d^{excess} for all days in the relevant month; |
| CDM_d^{excess} | = | the daily CDM to the extent that it exceeds the Daily CDM Tolerance, calculated as: <ul style="list-style-type: none"> • $CDM_d^{FQ} + CDM_d^{JT}$; less • the Daily CDM Tolerance, but not less than zero; |
| CDM_m | = | the sum of $CDM_d^{FQ} + CDM_d^{JT}$ across all days in the month less: <ul style="list-style-type: none"> • $\sum_m CDM_d^{excess}$ as defined above; and • Monthly CDM Tolerance, being [REDACTED] multiplied by the number of days in the relevant Operating Month, but not less than zero; |
| CDM_d^{FQ} | = | the Frequency Customer Delay Measure for the day calculated in accordance with clause 5.2; |
| CDM_d^{JT} | = | the Journey Time Customer Delay Measure for the day calculated in accordance with clause 5.3; |
| $CDMA1$ | = | CDM Amount 1; |
| $CDMA2$ | = | CDM Amount 2; |
| $ICPI_q$ | = | the CPI Indexation Factor for the relevant Quarter q; and |
| BIF_m | = | the Bedding In Factor applicable to the relevant month. |

5.2 Frequency Customer Delay Measure, CDM_d^{FQ}

Headways are to be assessed at every Headway Monitored Platform.

The Frequency Customer Delay Measure for the relevant day (CDM_d^{FQ}) will be calculated as follows:

$$CDM_d^{FQ} = \sum_{Day} CDM_{mh}^{FQ}$$

where:

| | | |
|----------------------------|---|--|
| $\sum_{Day} CDM_{mh}^{FQ}$ | = | the sum of CDM_{mh}^{FQ} for all Missed Headways that have occurred at any Headway Monitored Platform within the relevant day; |
| CDM_{mh}^{FQ} | = | the Customer Delay Measure resulting from a Missed Headway, calculated as follows: |

where the $AH - MH - HT$ is less than or equal to [REDACTED]:

$$CDM_{mh}^{FQ} = \frac{(AH - MH - HT)^2}{2} \times APGW$$

where the $(AH - MH - HT)$ is greater than [REDACTED]:

$$CDM_{mh}^{FQ} = \left([REDACTED] + (AH - MH - HT - [REDACTED]) \right) \times APGW \times [REDACTED]$$

where:

| | | |
|------|---|---|
| AH | = | Actual Headway, measured in minutes and fractions of minutes; |
|------|---|---|

MH = Maximum Headway as stated in the Contract Service Level Requirements relevant to the Service Period in which the Missed Headway first occurs, stated in minutes;

HT = the Headway Tolerance being [REDACTED]; and

$APGW$ = the Average Platform Group Weighting, calculated as follows:

$$APGW = \frac{\sum_{SPi} (AH_{SPi} \times PGW_{SPi})}{AH}$$

with SPi being a Service Period during which the Actual Headway occurred (in whole or in part),

where:

AH_{SPi} = Portion of the Actual Headway which occurred during Service Period SPi ; and

PGW_{SPi} = Platform Group Weighting for the Service Period SPi at the Headway Monitored Platform considered.

For each day during a Short Term Service Change or Long Term Service Change, the CDM_d^{FQ} will be calculated with reference to the Amended Contract Service Level Requirements pursuant to clause 13.2(c)(i).

5.3 Journey Time Customer Delay Measure, CDM_d^{JT}

The Journey Time Customer Delay Measure for the relevant day (CDM_d^{JT}) will be calculated as follows:

$$CDM_d^{JT} = \sum_{Day} CDM_{ts}^{JT}$$

where:

$\sum_{Day} CDM_{ts}^{JT}$ = the sum of CDM_{ts}^{JT} for all Delivered Train Services in the day; and

CDM_{ts}^{JT} = the Customer Delay Measure for a Delivered Train Service resulting from Actual Train Journey Time exceeding the Maximum Train Journey Time, calculated as follows:

$$CDM_{ts}^{JT} = \frac{1}{2} \times (AJT - MJT) \times TW$$

where:

AJT = Actual Train Journey Time, measured in minutes and fractions of minutes (to the nearest 1/60 of a minute);

MJT = Maximum Train Journey Time; and

TW = Train Weighting.

For each day during a Short Term Service Change or Long Term Service Change, the CDM_d^{JT} will be calculated with reference to the Amended Contract Service Level Requirements pursuant to clause 13.2(c)(i).

5.4 First and last Train Services

- (a) The first Actual Headway is measured from the start of the first Service Period, and the Maximum Headway for the first Train Service is [REDACTED]. Hence the Customer

Delay Measure starts to accrue from [REDACTED] (the Headway Tolerance) after the start of the first Service Period.

- (b) If the last Train Service of a day departs its Origin Station either:
 - (i) before the scheduled time for the last Train Service; or
 - (ii) more than [REDACTED] after the end of the Service Period,
 the last Actual Headway of the day will be measured from the time of the last Train Service delivered within a Service Period to the time [REDACTED] after the end of the Service Period.
- (c) If Sydney Trains notifies OpCo of the late arrival at St Marys of the last connecting Sydney Trains service, OpCo must hold the last Train Service departing from St Marys for a period no less than the extent of the delay as notified, but no longer than [REDACTED]. Such notice must be provided to OpCo no later than [REDACTED] prior to the advertised time of the last Train Service departing St Marys. No CDM will accrue to the extent that the final headway is extended as a result of OpCo complying with its obligations under this clause.

5.5 No service

- (a) During a period of no service the Frequency Customer Delay Measure continues to be assessed. Platforms will not be deemed to be Closed Platforms during a period of no service.
- (b) If there is a period of no service which extends to [REDACTED], the final Actual Headway measured for the day will be measured from the time of the last Train Service delivered within a Service Period to the time [REDACTED] after the end of the last Service Period.
- (c) If there is a period of no service commencing at the start of the first Service Period, the first Actual Headway is measured from the start of the first Service Period, and the Maximum Headway for the first Train Service is [REDACTED].
- (d) If there is no service for a whole day, the Actual Headway is measured from the start of the first Service Period to the time [REDACTED] after the end of the last Service Period, and the Maximum Headway is [REDACTED].

5.6 Closed Platforms

- (a) If one or more Platforms are Closed Platforms:
 - (i) the Journey Time Customer Delay Measure continues to be assessed to the extent there are still Train Services running; and
 - (ii) the Frequency Customer Delay Measure continues to be assessed.
- (b) A Closed Platform will cease to be a Closed Platform for the purposes of this Schedule 2 (*Service Payment calculation*) if and from the time that no services are running on the Sydney Metro – Western Sydney Airport.
- (c) In the event of Train Services being provided on a shorter segment of the Sydney Metro – Western Sydney Airport, the Journey Time Customer Delay Measure will be assessed against a shorter Maximum Train Journey Time according to the Matrix of Origin Destination Pairs shown in clause 3 of Annexure A and the Platforms not served will be Closed Platforms.
- (d) If the Closed Platform is at a Headway Monitored Platform then the Frequency Customer Delay Measure will be measured at the closest available adjacent Platform in the same Platform Group. If all Platforms within a Platform Group are closed the Frequency Customer Delay Measure ceases to be measured for this Platform Group.

5.7 Review of Platform Weightings and Train Weightings

- (a) The Principal may at any time review and amend the Platform Weightings and Train Weightings provided:
- (i) any amendment results in the Platform Weightings and Train Weightings being more representative of the profile of actual Customer usage patterns;
 - (ii) there is no increase in:
 - (A) the Total Weekly Platform Weighting (calculated in accordance with paragraph (b) below); or
 - (B) the Total Weekly Train Weighting (calculated in accordance with paragraph (c) below); and
 - (iii) the Principal notifies OpCo of any proposed amendment no less than 1 month prior to the Operating Month in which the amendment will first take effect.

(b) Total Weekly Platform Weighting is calculated as:

$$\text{Total Weekly Platform Weighting} = \sum_{Di} \left[\sum_{SPi} \left(TD_{SPi} \times \sum_P PW_{P,SPi} \right) \right]$$

where:

$$\sum_{Di} \left[\sum_{SPi} \left(TD_{SPi} \times \sum_P PW_{P,SPi} \right) \right] = \begin{array}{l} \text{the sum across all days of a week that does not include public} \\ \text{holidays of} \end{array}$$

$$\sum_{SPi} \left(TD_{SPi} \times \sum_P PW_{P,SPi} \right)$$

$$\sum_{SPi} \left(TD_{SPi} \times \sum_P PW_{P,SPi} \right) = \begin{array}{l} \text{the sum across all Service Periods of the day } Di \text{ of } TD_{SPi} \times \\ \sum_P PW_{P,SPi}; \end{array}$$

$$TD_{SPi} = \begin{array}{l} \text{the time duration of the Service Period } SPi \text{ as stated in clause} \\ \text{2.1 of Annexure A as at the date of this deed;} \end{array}$$

$$\sum_P PW_{P,SPi} = \begin{array}{l} \text{the sum of the Platform Weightings for all the Platforms for the} \\ \text{Service Period } SPi; \text{ and} \end{array}$$

$$PW_{P,SPi} = \begin{array}{l} \text{the Platform Weighting for Platform } P \text{ in the Service Period } SPi \\ \text{in accordance with clause 2.1 of Annexure A.} \end{array}$$

(c) Total Weekly Train Weighting is calculated as:

$$\text{Total Weekly Train Weighting} = \sum_{Di} \left[\sum_{SPi} (RT_{SPi} \times TW_{SPi}) \right]$$

where:

$$\sum_{Di} \left[\sum_{SPi} (RT_{SPi} \times TW_{SPi}) \right] = \begin{array}{l} \text{the sum across all days of a week that does not include public} \\ \text{holidays of} \end{array}$$

$$\sum_{SPi} (RT_{SPi} \times TW_{SPi})$$

$$\sum_{SPi} (RT_{SPi} \times TW_{SPi}) = \begin{array}{l} \text{the sum across all Service Period of the day of} \\ RT_{SPi} \times TW_{SPi} \end{array}$$

$$RT_{SPi} = \begin{array}{l} \text{the number of Required Train Services for Service Period } SPi \text{ as} \\ \text{stated in clause 5 of Annexure A as at the date of this deed; and} \end{array}$$

$$TW_{SPi} = \begin{array}{l} \text{the Train Weighting for the Service Period } SPi \text{ in accordance with} \\ \text{clause 2.2 of Annexure A.} \end{array}$$

6. Service Quality Deduction

6.1 Calculation of the quarterly Service Quality Deduction (SQD_q)

The Service Quality Deduction for the relevant Operating Quarter (SQD_q) will be calculated as follows (subject to the limitation stated in clause 10(a)):

$$SQD_q = WSQDP_q \times \left(IMD_y \times \frac{n_q}{n_y} \right)$$

where:

$WSQDP_q$ = the Weighted Service Quality Deduction Percentage achieved for the relevant Operating Quarter, calculated in accordance with clause 6.2;

IMD_y = the annual Indexed Maximum Deduction for Service Quality, Asset Functionality and Reporting, calculated in accordance with clause 15.3(h);

n_q = the number of days in the relevant Operating Quarter; and

n_y = the number of days in the Annualised Operating Year relevant to the first calendar month which falls (as a whole or in part) within the Operating Quarter.

6.2 Weighted Service Quality Deduction Percentage

The Weighted Service Quality Deduction Percentage achieved by OpCo for the relevant Operating Quarter ($WSQDP_q$) will be calculated as follows:

$$WSQDP_q = \left(\sum_i (SQDP_q^i \times w^{SQ}) \right) \times \frac{(10 + \sum SF_q^i)}{10}$$

where:

$\sum_i (SQDP_q^i \times w^{SQ})$ = the sum of each Service Quality KPI Deduction Percentage for the relevant Operating Quarter multiplied by its corresponding Service Quality KPI Weighting;

$SQDP_q^i$ = for Service Quality KPI i , the actual Service Quality KPI Deduction Percentage for that Service Quality KPI i calculated in accordance with Annexure B and expressed as a percentage to two decimal places;

w^{SQ} = for Service Quality KPI i , the Service Quality KPI Weighting for each Service Quality KPI i ; and

$\sum SF_q^i$ = the sum of the Service Failure Points accrued in the Operating Quarter for all Service Quality KPIs, Asset Functionality KPIs and Reporting KPIs, calculated in accordance with Annexure B.

If, other than owing to any act or omission by OpCo, there is insufficient data available to derive a Service Quality KPI Deduction Percentage in respect of any Operating Quarter, then the Service Quality KPI Deduction Percentage for that KPI for that Operating Quarter will be deemed to be ■■■ for the purposes of determining the Service Quality Deduction for that Operating Quarter.

6.3 Service Quality KPIs Weightings

The Service Quality KPIs and Service Quality KPI Weightings (w^{SQ}) are as follows:

| KPI No. | Service Quality KPI | Service Quality KPI Weighting (w^{SQ}) |
|---------|---|--|
| 1 | Train cleanliness, condition and Graffiti | ■■■ |

| | | |
|---|--|---|
| 2 | Station and Station Precinct cleanliness, condition and Graffiti | ■ |
| 3 | Rail corridor Graffiti and litter | ■ |
| 4 | Customer information during service disruption | ■ |
| 5 | Gate management | ■ |
| 6 | Customer satisfaction survey | ■ |
| 7 | Complaints management | ■ |
| | TOTAL | ■ |

6.4 Partial Operating Quarters

If the first or last Operating Quarter is 8 weeks or longer, then the Service Quality Deduction will be calculated in accordance with this clause 6 for that Operating Quarter and the prescribed numbers of measurements in the KPI tables in Part A of Annexure B to this Schedule 2 (*Service Payment calculation*) will apply.

If the first or last Operating Quarter is less than 8 weeks, then no Service Quality Deduction will be calculated for that Operating Quarter. The relevant Operating Quarter will be combined with the next or previous (as applicable) Operating Quarter for the purpose of determining the Service Quality Deduction for the next or previous (as applicable) Operating Quarter. The prescribed numbers of measurements in the KPI tables in Part A of Annexure B to this Schedule 2 (*Service Payment calculation*) will apply to the combined Operating Quarters.

7. Asset Functionality Deduction

7.1 Calculation of the quarterly Asset Functionality Deduction (AFD_q)

The Asset Functionality Deduction for the relevant Operating Quarter (AFD_q) will be calculated as follows (subject to the limitation stated in clause 10(a)):

$$AFD_q = WAFDP_q \times \left(IMD_y \times \frac{n_q}{n_y} \right)$$

where:

- $WAFDP_q$ = the Weighted Asset Functionality Deduction Percentage achieved for the relevant Operating Quarter, calculated in accordance with clause 7.2;
- IMD_y = the annual Indexed Maximum Deduction for Service Quality, Asset Functionality and Reporting, calculated in accordance with clause 15.3(h);
- n_q = the number of days in the relevant Operating Quarter; and
- n_y = the number of days in the Annualised Operating Year relevant to the first calendar month which falls (as a whole or in part) within the Operating Quarter.

7.2 Weighted Asset Functionality Deduction Percentage

The Weighted Asset Functionality Deduction Percentage achieved by OpCo for the relevant Operating Quarter ($WAFDP_q$) will be calculated as follows:

$$WAFDP_q = \left(\sum_i (AFDP_q^i \times w^{AF}) \right) \times \frac{(10 + \sum SF_q^i)}{10}$$

where:

| | | |
|-----------------------------------|---|--|
| $\sum_i (AFDP_q^i \times w^{AF})$ | = | the sum of each Asset Functionality KPI Deduction Percentage for the relevant Operating Quarter multiplied by its corresponding Asset Functionality KPI Weighting; |
| $AFDP_q^i$ | = | for Asset Functionality KPI i , the actual Asset Functionality KPI Deduction Percentage for that Asset Functionality KPI i calculated in accordance with Annexure B and expressed as a percentage to two decimal places; |
| w^{AF} | = | for Asset Functionality KPI i , the Asset Functionality KPI Weighting for that Asset Functionality KPI i ; and |
| $\sum SF_q^i$ | = | the sum of the Service Failure Points accrued in the Operating Quarter for all Service Quality KPIs, Asset Functionality KPIs and Reporting KPIs, calculated in accordance with Annexure B. |

If, other than owing to any act or omission by OpCo, there is insufficient data available to derive an Asset Functionality KPI Deduction Percentage in respect of any Operating Quarter, then the Asset Functionality KPI Deduction Percentage for that KPI for that Operating Quarter will be deemed to be ■ for the purposes of determining the Asset Functionality Deduction for that Operating Quarter.

If the data available to derive an Asset Functionality KPI Deduction Percentage for any Asset Functionality KPI in respect of any Operating Quarter is incomplete owing to an act or omission of OpCo, then for the purposes of calculating the relevant Asset Functionality KPI Score and Asset Functionality KPI Deduction Percentage for that Operating Quarter, the relevant asset will be deemed to have been unavailable for the time that data was unavailable.

7.3 Asset Functionality KPIs and Asset Functionality KPI Weightings

The Asset Functionality KPIs and Asset Functionality KPI Weightings (w^{AF}) are as follows:

| KPI No. | Asset Functionality KPI | Asset Functionality KPI Weighting (w^{AF}) |
|---------|--|--|
| 8 | On-train temperature | ■ |
| 9 | Station temperature | ■ |
| 10 | Lift and escalator access | ■ |
| 11 | Other assets availability (CCTV, Help Points, PIDS, PA Systems, Induction Loops and ETS Equipment) | ■ |
| | TOTAL | ■ |

7.4 Partial Operating Quarters

If the first or last Operating Quarter is 8 weeks or longer, then the Asset Functionality Deduction will be calculated in accordance with this clause 7 for that Operating Quarter and the prescribed numbers of measurements in the KPI tables in Part A of Annexure B to this Schedule 2 (*Service Payment calculation*) will apply.

If the first or last Operating Quarter is less than 8 weeks, then no Asset Functionality Deduction will be calculated for that Operating Quarter. The relevant Operating Quarter will be combined with the next or previous (as applicable) Operating Quarter for the purpose of determining the Asset Functionality Deduction for the next or previous (as applicable) Operating Quarter. The prescribed numbers of measurements in the KPI tables in Part A of Annexure B to this Schedule 2 (*Service Payment calculation*) will apply to the combined Operating Quarters.

8. Reporting Deduction

8.1 Calculation of the quarterly Reporting Deduction (RD_q)

The Reporting Deduction for the relevant Operating Quarter (RD_q) will be calculated as follows (subject to the limitation stated in clause 10(a)):

$$RD_q = WRDP_q \times \left(IMD_y \times \frac{n_q}{n_y} \right)$$

where:

- $WRDP_q$ = the Weighted Reporting Deduction Percentage achieved for the relevant Operating Quarter, calculated in accordance with clause 8.2;
- IMD_y = the annual Indexed Maximum Deduction for Service Quality, Asset Functionality and Reporting, calculated in accordance with clause 15.3(h);
- n_q = the number of days in the relevant Operating Quarter; and
- n_y = the number of days in the Annualised Operating Year relevant to the first calendar month which falls (as a whole or in part) within the Operating Quarter.

8.2 Weighted Reporting Deduction Percentage

The Weighted Reporting Deduction Percentage achieved by OpCo for the relevant Operating Quarter ($WRDP_q$) will be calculated as follows:

$$WRDP_q = \left(\sum_i (RDP_q^i \times w^R) \right) \times \frac{(10 + \sum SF_q^i)}{10}$$

where:

- $\sum_i (RDP_q^i \times w^R)$ = the sum of each Reporting KPI Deduction Percentage for the relevant Operating Quarter multiplied by its corresponding Reporting KPI Weighting;
- RDP_q^i = for Reporting KPI i , the Reporting KPI Deduction Percentage for that Reporting KPI i calculated in accordance with Annexure B and expressed as a percentage to two decimal places;
- w^R = for Reporting KPI i , the Reporting KPI Weighting for that Reporting KPI i ; and
- $\sum SF_q^i$ = the sum of the Service Failure Points accrued in the Operating Quarter for all Service Quality KPIs, Asset Functionality KPIs and Reporting KPIs, calculated in accordance with Annexure B.

If, other than owing to any act or omission by OpCo, there is insufficient data available to derive a Reporting KPI Deduction Percentage in respect of any Operating Quarter, then the Reporting KPI Deduction Percentage for that KPI for that Operating Quarter will be deemed to be 0% for the purposes of determining the Reporting Deduction for that Operating Quarter.

8.3 Reporting KPIs and Reporting KPI Weightings

The Reporting KPIs and Reporting KPI Weightings (w^R) are as follows:

| KPI No. | Reporting KPI | Reporting KPI Weighting (w^R) |
|---------|----------------------|-----------------------------------|
| 12 | Safety and security | ■ |
| 13 | Reporting compliance | ■ |
| | TOTAL | ■ |

8.4 Partial Operating Quarters

If the first or last Operating Quarter is 8 weeks or longer, then the Reporting Deduction will be calculated in accordance with this clause 8 for that Operating Quarter and the prescribed numbers of measurements in the KPI tables in Part A of Annexure B to this Schedule 2 (*Service Payment calculation*) will apply.

If the first or last Operating Quarter is less than 8 weeks, then no Reporting Deduction will be calculated for that Operating Quarter. The relevant Operating Quarter will be combined with the next or previous (as applicable) Operating Quarter for the purpose of determining the Reporting Deduction for the next or previous (as applicable) Operating Quarter. The prescribed numbers of measurements in the KPI tables in Part A of Annexure B to this Schedule 2 (*Service Payment calculation*) will apply to the combined Operating Quarters.

9. Asset Management Adjustment

9.1 Calculation of the Asset Management Adjustment

The Asset Management Adjustment for the relevant Operating Month (AMA_m) will be calculated as follows:

$$AMA_m = REL_m - RET_m$$

where:

- RET_m = the amount withheld in the relevant Operating Month pursuant to clause 24.8(e) of the Operative Provisions; and
- REL_m = the amount reimbursed in the relevant Operating Month pursuant to clause 24.8(f) of the Operative Provisions.

The Asset Management Adjustment may be positive or negative.

9.2 Value of the amount withheld

In the event that an amount is withheld in an Operating Month pursuant to clause 24.8(e) of the Operative Provisions, that amount will be equal to:

$$0.5\% \times \sum_y AIAF_m$$

where:

$$\sum_y AIAF_m = \text{the sum of the Adjusted Indexed Availability Fee over the previous 12 Operating Months.}$$

10. Limitations on Deductions

The following limitations will apply:

- (a) the sum of the Service Quality Deduction, the Asset Functionality Deduction and the Reporting Deduction applicable to any Quarter will be limited to the Indexed Maximum Deduction for Service Quality, Asset Functionality and Reporting; and
- (b) if the sum of the Availability Deduction, Timeliness Deduction, Service Quality Deduction, Asset Functionality Deduction and Reporting Deduction applicable to any Operating Month is greater than the Adjusted Indexed Availability Fee for that Operating Month ($AIAF_m$), then the sum of the Availability Deduction, Timeliness Deduction, Service Quality Deduction, Asset Functionality Deduction and Reporting Deduction will be equal to the Adjusted Indexed Availability Fee for that month ($AIAF_m$).

11. Customer Satisfaction Payment

The Customer Satisfaction Payment for the relevant Operating Quarter (**CSP_q**) will be calculated as follows:

$$SQPP_q^6 \times \left(IMP_y \times \frac{n_q}{n_y} \right)$$

where:

- $SQPP_q^6$ = the Service Quality KPI Payment Percentage for KPI n°6;
- IMP_y = the annual Indexed Maximum Customer Satisfaction Payment, calculated in accordance with clause 15.3(i);
- n_q = the number of days in the relevant Operating Quarter; and
- n_y = the number of days in the Annualised Operating Year relevant to the first calendar month which falls (as a whole or in part) within the Operating Quarter.

12. Electricity Compliance Incentive Payment

The Electricity Compliance Incentive Payment for the relevant Operating Month (**ECIP_m**) will be calculated as follows:

$$ECIPS_m \times IECIP_y$$

where:

- $ECIPS_m$ = the Electricity Compliance Incentive Payment Score for the Operating Month calculated in accordance with Annexure D; and
- $IECIP_y$ = the annual Indexed Electricity Compliance Incentive Payment, calculated in accordance with clause 15.3(j).

13. Service Changes

13.1 Service Changes

- (a) The Contract Service Level Requirements may be amended by the Principal from time to time in accordance with this clause 13 to accommodate:
 - (i) long term or permanent changes to the Contract Service Level Requirements (a **Long Term Service Change**); or
 - (ii) short term changes to the Contract Service Level Requirements not already contemplated within Particular Specification 11 (*Operations and Customer Service*) (a **Short Term Service Change**).
- (b) If either the Principal or OpCo request an amendment to the Contract Service Level Requirements which sits outside of the Service Change Limitations, such an amendment must be requested as a Modification under clause 32 or 33 of the Operative Provisions.

13.2 Amendment to the Contract Service Level Requirements

- (a) The Principal may at any time issue to OpCo a notice titled 'Service Change Notice' setting out the details of the proposed amendment to the Contract Service Level Requirements (the **Amended Contract Service Level Requirements**), the date from which the amendment is required to commence, and (if applicable) the date when service levels would revert to the then current Contract Service Level Requirements,

provided that the amendment is within the Service Change Limitations. The Principal will not be obliged to proceed with any amendment proposed in a Service Change Notice.

- (b) OpCo must within 5 Business Days of receipt of the Service Change Notice provide the Principal with the Service Level Adjustment Amount calculated in accordance with clause 13.4 or 13.5, together with the calculation of the proposed Service Level Adjustment Amount.
- (c) Following receipt of OpCo's calculation of the Service Level Adjustment Amount (or any failure by OpCo to provide the calculation) the Principal may elect to either:
 - (i) require OpCo to implement the Amended Contract Service Level Requirements from the required date in accordance with the Service Change Notice; or
 - (ii) withdraw the proposed amendment.
- (d) Following a request from the Principal to implement the Amended Contract Service Level Requirements and in accordance with clause 13.2(c)(i), on the date from which the amendment is to apply, the Contract Service Level Requirements will be replaced by the Amended Contract Service Level Requirements. The Service Level Adjustment Amount will apply from that date, until (if applicable) the date before the day that the service levels are required to revert to the previous Contract Service Level Requirements.

13.3 Service Change Limitations

- (a) Long Term Service Changes in accordance with this clause 13 must not result in Contract Service Level Requirements with levels less than the 'Minimum' or greater than the 'Maximum' set out in the table below.

| | Minimum | Maximum |
|--|---------|---------|
| Trains per hour: Peak Period | | |
| Trains per hour: Off-Peak Period | | |
| Number of Peak Period hours per day (Monday to Friday) | | |
| Number of Peak Period hours per day (Saturday) | | |
| Number of Peak Period hours per day (Sunday) | | |
| Operating Hours per week | | |

- (b) Short Term Service Changes in accordance with this clause 13 must not result in a Contract Service Level Requirement with levels greater than the 'Maximum' set out in the table below.

| | Maximum |
|--|---------|
| Number of consecutive days of adjustment | |
| Trains per hour: Peak Period | |
| Trains per hour: Off-Peak Period | |
| Number of Peak Period hours per day (Monday to Friday) | |
| Number of Peak Period hours per day (Saturday) | |
| Number of Peak Period hours per day (Sunday) | |
| Operating Hours per day | |

13.4 Calculation of the Long Term Service Level Adjustment Amount

The Long Term Service Level Adjustment Amount ($LSLA_y$) will be calculated as follows:

$$LSLA_y = ILMP_{km} \times (RSK_y - BSK_y) + ILMP_{hr} \times (ROH_y - BOH_y)$$

where:

- $ILMP_{km}$ = the Indexed Long Term Marginal Price per Service Kilometre;
- RSK_y = the total of Required Service Kilometres per year (following the Long Term Service Change);
- BSK_y = the Base Service Kilometres;
- $ILMP_{hr}$ = the Indexed Long Term Marginal Price per Operating Hour;
- ROH_y = the Required Operating Hours per year (following the Long Term Service Change); and
- BOH_y = the Base Operating Hours per year.

13.5 Calculation of the Short Term Service Level Adjustment Amount

The Short Term Service Level Adjustment Amount ($SSLA_d$) applicable to each day during which a Short Term Service Change applies will be calculated as follows:

$$SSLA_d = ISMP_{km} \times (RSK_d - BSK_d) + ISMP_{hr} \times (ROH_d - BOH_d)$$

where:

- $ISMP_{km}$ = the Indexed Short Term Marginal Price per Service Kilometre;
- RSK_d = that part of the Required Service Kilometres for that day (following the Short Term Service Change);
- BSK_d = that part of the Base Service Kilometres scheduled for that day consistent with the then current Contract Service Level Requirements (before application of the Short Term Service Change);
- $ISMP_{hr}$ = the Indexed Short Term Marginal Price per Operating Hour;
- ROH_d = that part of the Required Operating Hours for that day (following the Short Term Service Change); and
- BOH_d = that part of the Base Operating Hours for that day required under the then current Contract Service Level Requirements.

13.6 Calculation of the Service Level Adjustment Threshold Payment

The Service Level Adjustment Threshold Payment for the relevant Operating Month ($SLATP_m$) will be calculated as follows:

$$SLATP_m = SLATPT_m \times ISLATP$$

where:

- $SLATPT_m$ = the value of the Service Level Adjustment Threshold Payment Trigger for the relevant Operating Month; and
- $ISLATP$ = The Indexed Service Level Adjustment Threshold Payment.

14. Floating Rate Amount

14.1 Calculation of the Floating Rate Amount

- (a) The Floating Rate Amount for each Operating Month (FRA_m) will be calculated as follows:

$$FRA_m = (AIP_q - BIP_q) \times \frac{n_m}{n_q}$$

where:

- AIP_q = the Actual Floating Rate Interest Payment for the Operating Quarter;
 BIP_q = the Base Case Floating Rate Interest Payment for the Operating Quarter;
 n_m = the number of days in the relevant Operating Month which occur after the second anniversary of the Original Date for Completion; and
 n_q = the number of days in the relevant Operating Quarter.

- (b) The Floating Rate Amount may be positive or negative.

15. Indexation

15.1 Indexation Principles

- (a) The CPI Indexation Factor and WPI Indexation Factor are applied and calculated in accordance with this clause 15.
- (b) On the first day of each Quarter the CPI Indexation Factor will be recalculated and this CPI Indexation Factor will apply until the end of that Quarter.
- (c) On the first day of each Quarter the WPI Indexation Factor will be recalculated and this WPI Indexation Factor will apply until the end of that Quarter.

15.2 Indexation Factors

- (a) The CPI Indexation Factor for Quarter q ($ICPI_q$) will be calculated as follows:

$$ICPI_q = \frac{CPI_{q-2}}{CPI_0}$$

where:

- CPI_{q-2} = CPI published for the Quarter ended three months prior to the start of the Quarter q; and
 CPI_0 = CPI published for the Quarter preceding the Quarter most recently ended prior to Financial Close.

- (b) The WPI Indexation Factor for Quarter q ($IWPI_q$) will be calculated as follows:

$$IWPI_q = \frac{WPI_{q-2}}{WPI_0}$$

where:

- WPI_{q-2} = WPI published for the Quarter ended three months prior to the start of Quarter q; and
 WPI_0 = WPI published for the Quarter preceding the Quarter most recently ended prior to Financial Close.

15.3 Application of Indexation Factors

- (a) The Indexed Long Term Marginal Price per Service Kilometre (*ILMPkm_q*) will be calculated each Quarter as follows:

$$ILMPkm_q = BLMPkm \times ICPI_q$$

where:

BLMPkm = the Base Long Term Marginal Price per Service Kilometre; and

ICPI_q = the CPI Indexation Factor for Quarter q.

- (b) The Indexed Short Term Marginal Price per Service Kilometre (*ISMPkm_q*) will be calculated each Quarter as follows:

$$ISMPkm_q = BSMPkm \times ICPI_q$$

where:

BSMPkm = the Base Short Term Marginal Price per Service Kilometre; and

ICPI_q = the CPI Indexation Factor for Quarter q.

- (c) The Indexed Long Term Marginal Price per Operating Hour (*ILMPhr*) will be calculated each Quarter as follows:

$$ILMPhr = BLMPhr \times ICPI_q$$

where:

BLMPhr = the Base Long Term Marginal Price per Operating Hour; and

ICPI_q = the CPI Indexation Factor for Quarter q.

- (d) The Indexed Short Term Marginal Price per Operating Hour (*ISMPhr*) will be calculated each Quarter as follows:

$$ISMPhr = BSMPhr \times ICPI_q$$

where:

BSMPhr = the Base Short Term Marginal Price per Operating Hour; and

ICPI_q = the CPI Indexation Factor for Quarter q.

- (e) The Indexed Service Level Adjustment Threshold Payment (*ISLATP*) will be calculated each Quarter as follows:

$$ISLATP = BSLATP \times (0.34 \times ICPI_q + 0.66 \times IWPI_q)$$

where:

BSLATP = the Base Service Level Adjustment Threshold Payment;

ICPI_q = the CPI Indexation Factor for Quarter q; and

IWPI_q = the WPI Indexation Factor for Quarter q.

- (f) The Indexed Availability Fee (*IAF_y*) will be calculated each Quarter as follows:

$$IAF_y = (\text{Indexing Component } 1_y + \text{Indexing Capital Component}) \times ICPI_q + \text{Indexing Component } 2_y \times IWPI_q + \text{Benchmarked Insurance Component} \times (ICPI_q / ICPI_{IBQ}) + \text{Non Indexing Component}$$

where:

Indexing Component 1_y = the Indexing Component 1 of the Service Payment for the Operating Year y as specified in Annexure A;

| | | |
|---|---|---|
| <i>Indexing Component 2_y</i> | = | the Indexing Component 2 of the Service Payment for the Operating Year y as specified in Annexure A; |
| <i>Indexing Capital Component</i> | = | the Indexing Capital Component of the Service Payment as specified in Annexure A; |
| <i>Benchmarked Insurance Component</i> | = | the Benchmarked Insurance Component of the Service Payment as specified in Annexure A; |
| <i>Non Indexing Component</i> | = | the Non-Indexing Component of the Service Payment as specified in Annexure A; |
| $ICPI_q$ | = | the CPI Indexation Factor for Quarter q; |
| $IWPI_q$ | = | the WPI Indexation Factor for Quarter q; and |
| $ICPI_{IBQ}$ | = | the CPI Indexation Factor for the Quarter in which the most recent Insurance Benchmark Date occurred. |

- (g) The Indexed Lifecycle Component ($ILCC_y$) will be calculated each Quarter as follows:

$$ILCC_y = BLCC_y \times ICPI_q$$

where:

$BLCC_y$ = the Base Lifecycle Component; and

$ICPI_q$ = the CPI Indexation Factor for Quarter q.

- (h) The annual Indexed Maximum Deduction for Service Quality, Asset Functionality and Reporting (IMD_y) will be calculated each Quarter as follows:

$$IMD_y = BMD_y \times ICPI_q$$

where:

BMD_y = the annual Base Maximum Deduction for Service Quality, Asset Functionality and Reporting; and

$ICPI_q$ = the CPI Indexation Factor for Quarter q.

- (i) The annual Indexed Maximum Customer Satisfaction Payment (IMP_y) will be calculated each Quarter as follows:

$$IMP_y = BMP_y \times ICPI_q$$

where:

BMP_y = the annual Base Maximum Customer Satisfaction Payment; and

$ICPI_q$ = the CPI Indexation Factor for Quarter q.

- (j) The annual Indexed Electricity Compliance Incentive Payment ($IMECIP_y$) will be calculated as follows:

$$IMECIP_y = BECIP \times ICPI_q$$

where:

$BMECIP$ = the annual Base Electricity Compliance Incentive Payment; and

$ICPI_q$ = the CPI Indexation Factor for Quarter q.

16. Relief from Availability Deductions and Timeliness Deduction for Planned Service Disruption and Additional Planned Service Disruption

- (a) OpCo will be entitled to claim a reduction in the Availability Deductions and Timeliness Deduction for each day on which Planned Service Disruption occurs. The Availability Deductions and Timeliness Deductions on such days will be calculated based on:
 - (i) [REDACTED] of the Missed Train Services, Customer Delay Measure and Availability Deduction for Platform Closures calculated in accordance with clauses 4 and 5 which would arise directly from achieving the Temporary Service Level as notified; plus
 - (ii) [REDACTED] of the Missed Train Services, Customer Delay Measure and Availability Deduction for Platform Closures calculated in accordance with clauses 4 and 5 based on actual performance against the Temporary Service Level (in lieu of the relevant Contract Service Level Requirements).
- (b) OpCo will be entitled to claim a reduction in the Availability Deductions and Timeliness Deduction for each day on which Additional Planned Service Disruption occurs. The Availability Deductions and Timeliness Deductions on such days will be calculated based on:
 - (i) [REDACTED] of the Missed Train Services, Customer Delay Measure and Availability Deduction for Platform Closures calculated in accordance with clauses 4 and 5 which would arise directly from achieving the Temporary Service Level as notified; plus
 - (ii) [REDACTED] of the Missed Train Services, Customer Delay Measure and Availability Deduction for Platform Closures calculated in accordance with clauses 4 and 5 based on actual performance against the Temporary Service Level (in lieu of the relevant Contract Service Level Requirements).

17. Relief from Availability Deductions and Timeliness Deduction for Incidents or directions

17.1 Relief from Availability Deductions and Timeliness Deductions

Any Missed Train Service, Customer Delay Measure or Availability Deduction for Platform Closures accrued as a consequence of OpCo:

- (a) complying with a direction of an Emergency Services Organisation, or the Principal's Representative; or
- (b) responding appropriately in the circumstances to an Incident that threatens life safety, will be excluded from the calculations of Availability Deductions and Timeliness Deductions except where the Incident or direction arises as the result of any act or omission of OpCo or an OpCo Contractor.

17.2 Claim for reduced Availability Deductions and/or Timeliness Deductions

Within 5 Business Days of a Major Service Disruption, OpCo may submit a claim for a reduction in Availability Deductions and/or Timeliness Deductions where:

- (a) OpCo can demonstrate that it has responded to the Major Service Disruption in a manner which mitigated the impact on Customers; and
- (b) OpCo's response has resulted in Availability Deductions or Timeliness Deductions greater than what could have been achieved if they had responded in a manner less desirable for Customers.

The Principal may approve or reject any such claim in its absolute discretion. Notwithstanding any claim which OpCo may have submitted under this clause, OpCo must submit a claim for

payment after the relevant Operating Month in accordance with clause 19 of this Schedule 2 (*Service Payment calculation*) including the Availability Deductions or Timeliness Deductions calculated based on OpCo's actual response to the Major Service Disruption.

18. Monitoring Requirements

18.1 Appointment of Quality Assurance Inspector

- (a) For Service Quality KPI n°1, KPI n°2, KPI n°3 and for the Asset Functionality KPI n°9, the Principal will appoint a Quality Assurance Inspector to undertake the Quality Assurance Program in accordance with the processes set out in Annexure A.
- (b) The cost of the surveys undertaken pursuant to clause 18.1(a) will be paid by the Principal.
- (c) The Principal or the Quality Assurance Inspector will provide OpCo with notice of not less than 1 hour prior to the commencement of any inspections being part of the Quality Assurance Program. OpCo will be invited to accompany the Quality Assurance Inspector on all inspections.
- (d) The Principal may, in its discretion and by providing not less than one Operating Quarter's notice to OpCo, undertake the Quality Assurance Program through a means other than the Quality Assurance Inspector in order to reflect changes in technology or best practice for matters such as the Quality Assurance Program (such means being the **New Quality Monitor**), provided that:
 - (i) the New Quality Monitor undertakes measurements consistently with the methodologies set out in each of Service Quality KPI n°1, KPI n°2, KPI n°3 and the Asset Functionality KPI n°9; and
 - (ii) if requested by OpCo, the Principal provides reasonable visibility to OpCo of the methodology for measurement used by the New Quality Monitor.
- (e) If requested by the Principal, OpCo will provide reasonable assistance to the Principal in relation to implementation of a New Quality Monitor.

18.2 Appointment of Customer Surveyor

- (a) For Service Quality KPI n°6, the Principal will appoint a Customer Surveyor or Customer Surveyors, to undertake the relevant surveys in accordance with the process set out in Annexure B.
- (b) The cost of the Customer Surveys undertaken pursuant to clause 18.2(a) will be paid by the Principal. To the extent that OpCo requires any additional questions to be asked or requires that a larger sample be taken, the additional costs arising will be borne by OpCo.
- (c) The Principal may, in its discretion and by providing not less than one Operating Quarter's notice to OpCo, undertake the surveys for Service Quality KPI n°6 through a means other than the Customer Surveyor/s in order to reflect changes in technology or best practice for measuring a customer satisfaction KPI, provided that:
 - (i) that new means of measuring Service Quality KPI n°6 undertakes measurements consistently with the methodologies set out in Service Quality KPI n°6; and
 - (ii) if requested by OpCo, the Principal provides reasonable visibility to OpCo of the methodology for measurement used by that new means of measuring Service Quality KPI n°6.
- (d) If requested by the Principal, OpCo will provide reasonable assistance to the Principal in relation to implementation of a new means of measuring Service Quality KPI n°6.

18.3 Provision of Information to OpCo

No later than 5pm on the first day following the end of the relevant Operating Quarter, the Principal will provide OpCo with all reports and data collected in relation to the Quality Assurance Program and Customer Surveys carried out pursuant to clauses 18.1 and 18.2 and Annexure B.

18.4 Self-Monitoring

With the exception of the KPIs and the components of KPIs referred to in clauses 18.1 and 18.2, OpCo must monitor and report (using means which are appropriate and in accordance with all requirements of this deed at the time) on all performance metrics required for the purposes of calculating the Service Payment in accordance with this Schedule 2 (*Service Payment calculation*).

19. Payment Claims

Claims for payment submitted by OpCo after each Operating Month in accordance with clause 28.5 of the Operative Provisions must be in the format set out in Annexure C.

20. Calculation of the Indexed Initial Month Adjustment Payments

The Indexed Initial Month Adjustment Payment will be calculated as:

- (a) Nil for Operating Months other than the first Operating Month;
- (b) Nil if the Date of Completion is the last day of a calendar month;
- (c) Otherwise

$$IMAP = (BMAP_1 \times ICPI_q + BMAP_2 \times IWPI_q) \times n_d$$

where:

$BMAP_1$ = Base Initial Month Adjustment Payment for Indexing Component 1, being [REDACTED] per day

$BMAP_2$ = Base Initial Month Adjustment Payment for Indexing Component 2, being [REDACTED] per day

n_d = Number of non-operating days from the start of Operating Year 1 until the Date of Completion (inclusive)

Annexure A – Components of the Service Payment, service details, weighting and tolerances

1. Components of the Service Payment

1.1 The Base Availability Fee

- (a) For each Operating Year, the values for Indexing Component 1 and Indexing Component 2 as set out in the Base Availability Fee section in the Model Outputs Schedule will apply for each day from the day after the Date of Completion to the Original Expiry Date.
- (b) For all Operating Years, the values for Indexing Capital Component and the Non-Indexing Component as set out in the Base Availability Fee section in the Model Outputs Schedule will apply for each day from the day after the Date of Completion to the Original Expiry Date.
- (c) For all Operating Years, the values in the table below for the Benchmarked Insurance Component will apply for each day from the day after the Date of Completion to the Original Expiry Date.

| | Components of the Base Availability Fee (\$ per annum) |
|---------------------------------|--|
| Benchmarked Insurance Component | As per Base Availability Fee section in the Model Outputs Schedule |

- (d) If the Term has been extended by the Extension Period, pursuant to clause 3.3(a) of the Operative Provisions, the values in the table below will apply for each day from the Original Expiry Date to the Expiry Date.

| | Components of the Base Availability Fee (\$ per annum) |
|---------------------------------|--|
| Indexing Component 1 | As per Base Availability Fee section in the Model Outputs Schedule |
| Indexing Component 2 | As per Base Availability Fee section in the Model Outputs Schedule |
| Indexing Capital Component | As per Base Availability Fee section in the Model Outputs Schedule |
| Non-Indexing Component | As per Base Availability Fee section in the Model Outputs Schedule |
| Benchmarked Insurance Component | As per Base Availability Fee section in the Model Outputs Schedule |

- (e) If the Term has been extended by the Extension Period, pursuant to clause 3.3(a) of the Operative Provisions:
 - (i) the Indexing Component 1 and Indexing Component 2 applicable for the month in which the Original Expiry Date falls will each be the average of the component values (as relevant) stated in paragraphs (a) and (d) above, weighted by the number of days each of paragraphs (a) and (d) are applicable;
 - (ii) the Indexing Capital Component and the Non-Indexing Component applicable for the month in which the Original Expiry Date falls will be the weighted average of the component values (as relevant) stated in paragraphs (b) and

- (d) above, weighted by the number of days each of paragraphs (b) and (d) are applicable; and
- (iii) the Benchmarked Insurance Component applicable for the month in which the Original Expiry Date falls will be the weighted average of the component values (as relevant) stated in paragraphs (c) and (d) above, weighted by the number of days each of paragraphs (c) and (d) are applicable.

1.2 Base Lifecycle Component

- (a) For each Lifecycle Year, each of the Base Lifecycle Component values will be as set out in the Base Lifecycle section in the Model Outputs Schedule.
- (b) The Base Lifecycle Component values will apply from the day after the Date of Completion.
- (c) If the Term has been extended by the Extension Period, pursuant to clause 3.3(a) of the Operative Provisions, the Base Lifecycle Component values for Lifecycle Year 16 and Lifecycle Year 17 will be as set out in the Base Lifecycle section in the Model Outputs Schedule.

1.3 Base marginal prices relevant to the Service Level Adjustment

- (a) Base Short Term Marginal Price per Service Kilometre = As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule.
- (b) Base Short Term Marginal Price per Operating Hour = As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule.
- (c) Base Long Term Marginal Price per Service Kilometre = As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule.
- (d) Base Long Term Marginal Price per Operating Hour = As per Service Change Limitations Base Marginal Prices (Base) section in the Model Outputs Schedule.

1.4 Floating Rate Amount

For each Operating Quarter, each of the Base Case Floating Rate Debt and the Base Case Floating Rate Interest Payment will be as set out in the Floating Rate Amount section in the Model Outputs Schedule.

1.5 Direct adjustments to the Service Payment

The following inputs to the Service Payment may be adjusted without updating the Financial Model:

- (a) Service Level Adjustments, pursuant to clause 13.2 of this Schedule 2 (*Service Payment calculation*);
- (b) the Benchmarked Insurance Component, pursuant to clause 45.16(c) of the Operative Provisions; and
- (c) the Benchmarked Insurance Component, pursuant to clause 46.3(b)(ii)(B) of the Operative Provisions.

2. Weighting

2.1 Platform Weighting

(a) The following Platform Weightings apply:

| St Marys to Aerotropolis | | | | | | | | |
|---|----------------|---------------------|---------------|-----------|---------------------------|------------------------|------------------|---------------------------|
| Headway Monitored Platform (in the absence of Closed Platform within the group) | | Luddenham | | | | Airport Terminal | | |
| Platform Group | | Luddenham Group | | | | Airport Terminal Group | | |
| Day of the week | Service Period | Platform Weightings | | | Platform Group Weightings | Platform Weightings | | Platform Group Weightings |
| | | St Marys | Orchard Hills | Luddenham | | Airport Business Park | Airport Terminal | |
| Monday to Friday | Early AM | | | | | | | |
| | AM Peak | | | | | | | |
| | Day | | | | | | | |
| | PM Peak | | | | | | | |
| Saturday | Evening | | | | | | | |
| | Early AM | | | | | | | |
| | AM Peak | | | | | | | |
| | Day | | | | | | | |
| Sunday and public holidays | PM Peak | | | | | | | |
| | Evening | | | | | | | |
| | Early AM | | | | | | | |
| | AM Peak | | | | | | | |
| | Day | | | | | | | |
| | PM Peak | | | | | | | |
| | Evening | | | | | | | |

[illegible]

2.2 Train Weighting

The table below shows the Train Weightings to be applied in the calculation of the Journey Time Customer Delay Measure in accordance with clause 5.3 of this Schedule 2 (*Service Payment calculation*).

The Total Weekly Train Weighting, calculated in accordance with clause 5.7(c) of this Schedule 2 (*Service Payment calculation*), must be equal to [REDACTED].

[illegible]

2.3 Day Weighting

The table below shows the Day Weightings to be applied in the calculation of the Availability Deduction for Platform Closures in accordance with clause 4.3 of this Schedule 2 (*Service Payment calculation*).

The Day Weightings are subject to amendment in accordance with clause 4.4 of this Schedule 2 (*Service Payment calculation*).

| Day | Day Weighting |
|---------------------------|---------------|
| Monday to Thursday | 1 |
| Friday | 1 |
| Saturday | 1 |
| Sunday and Public Holiday | 2 |

3. Matrix of Origin Destination Pairs

The table below shows the Maximum Train Journey Time between each pair of Stations to be applied in the assessment of the Journey Time Customer Delay Measure in the event of one or more Closed Platforms resulting in Train Services being provided on a partial section of Sydney Metro – Western Sydney Airport.

| (min):(secs) | | To | | | | | |
|--------------|-----------------------|----------|---------------|-----------|-----------------------|------------------|--------------|
| | | St Marys | Orchard Hills | Luddenham | Airport Business Park | Airport Terminal | Aerotropolis |
| From | St Marys | | | | | | |
| | Orchard Hills | | | | | | |
| | Luddenham | | | | | | |
| | Airport Business Park | | | | | | |
| | Airport Terminal | | | | | | |
| | Aerotropolis | | | | | | |

4. Daily CDM Tolerance

- (a) The Daily CDM Tolerance amounts to:
- (i) [REDACTED] CDM per day for Monday to Thursday;
 - (ii) [REDACTED] CDM per day for Friday;
 - (iii) [REDACTED] CDM per day for Saturday; and
 - (iv) [REDACTED] CDM per day for Sunday and public holiday.
- (b) Following an update of the Platform Weightings and Train Weightings, the Daily CDM Tolerance will be amended in accordance with the following:
- (i) Daily CDM Tolerance for a weekday will be adjusted in proportion with the change in the sub-total weekday Train Weighting presented in the table in clause 2.2 of this Annexure A;
 - (ii) Daily CDM Tolerance for Saturday will be adjusted in proportion with the change in the sub-total Saturday Train Weighting presented in the table in clause 2.2 of this Annexure A; and
 - (iii) Daily CDM Tolerance for Sunday or public holiday will be adjusted in proportion with the change in the sub-total Sunday / public holiday Train Weighting presented in the table in clause 2.2 of this Annexure A.

5.2 Friday Required Service Periods

OpCo must provide in each Service Period the Required Train Services at the Maximum Headway (in minutes) as listed in the tables below.

| Friday Service Period table: St Marys to Aerotropolis | | | | | | |
|---|----------------------------|---------------------------|----------------------------------|------------------------------|-----------------|---------------------------------------|
| Service Period | Departure time at St Marys | Arrival time at Luddenham | Arrival time at Airport Terminal | Arrival time at Aerotropolis | Maximum Headway | Number of Required Train Services (A) |
| 06:00 - 06:30 | 06:00 | 06:15 | 06:25 | 06:35 | 15 | 1 |
| 06:30 - 07:00 | 06:30 | 06:45 | 06:55 | 07:05 | 15 | 1 |
| 07:00 - 07:30 | 07:00 | 07:15 | 07:25 | 07:35 | 15 | 1 |
| 07:30 - 08:00 | 07:30 | 07:45 | 07:55 | 08:05 | 15 | 1 |
| 08:00 - 08:30 | 08:00 | 08:15 | 08:25 | 08:35 | 15 | 1 |
| 08:30 - 09:00 | 08:30 | 08:45 | 08:55 | 09:05 | 15 | 1 |
| 09:00 - 09:30 | 09:00 | 09:15 | 09:25 | 09:35 | 15 | 1 |
| 09:30 - 10:00 | 09:30 | 09:45 | 09:55 | 10:05 | 15 | 1 |
| 10:00 - 10:30 | 09:30 | 09:45 | 09:55 | 10:05 | 15 | 1 |
| 10:30 - 11:00 | 10:00 | 10:15 | 10:25 | 10:35 | 15 | 1 |
| 11:00 - 11:30 | 10:30 | 10:45 | 10:55 | 11:05 | 15 | 1 |
| 11:30 - 12:00 | 11:00 | 11:15 | 11:25 | 11:35 | 15 | 1 |
| 12:00 - 12:30 | 11:30 | 11:45 | 11:55 | 12:05 | 15 | 1 |
| 12:30 - 13:00 | 12:00 | 12:15 | 12:25 | 12:35 | 15 | 1 |
| 13:00 - 13:30 | 12:30 | 12:45 | 12:55 | 13:05 | 15 | 1 |
| 13:30 - 14:00 | 13:00 | 13:15 | 13:25 | 13:35 | 15 | 1 |
| 14:00 - 14:30 | 13:30 | 13:45 | 13:55 | 14:05 | 15 | 1 |
| 14:30 - 15:00 | 14:00 | 14:15 | 14:25 | 14:35 | 15 | 1 |
| 15:00 - 15:30 | 14:30 | 14:45 | 14:55 | 15:05 | 15 | 1 |
| 15:30 - 16:00 | 15:00 | 15:15 | 15:25 | 15:35 | 15 | 1 |
| 16:00 - 16:30 | 15:30 | 15:45 | 15:55 | 16:05 | 15 | 1 |
| 16:30 - 17:00 | 16:00 | 16:15 | 16:25 | 16:35 | 15 | 1 |
| 17:00 - 17:30 | 16:30 | 16:45 | 16:55 | 17:05 | 15 | 1 |
| 17:30 - 18:00 | 17:00 | 17:15 | 17:25 | 17:35 | 15 | 1 |
| 18:00 - 18:30 | 17:30 | 17:45 | 17:55 | 18:05 | 15 | 1 |
| 18:30 - 19:00 | 18:00 | 18:15 | 18:25 | 18:35 | 15 | 1 |
| 19:00 - 19:30 | 18:30 | 18:45 | 18:55 | 19:05 | 15 | 1 |
| 19:30 - 20:00 | 19:00 | 19:15 | 19:25 | 19:35 | 15 | 1 |
| 20:00 - 20:30 | 19:30 | 19:45 | 19:55 | 20:05 | 15 | 1 |
| 20:30 - 21:00 | 20:00 | 20:15 | 20:25 | 20:35 | 15 | 1 |
| 21:00 - 21:30 | 20:30 | 20:45 | 20:55 | 21:05 | 15 | 1 |
| 21:30 - 22:00 | 21:00 | 21:15 | 21:25 | 21:35 | 15 | 1 |
| 22:00 - 22:30 | 21:30 | 21:45 | 21:55 | 22:05 | 15 | 1 |
| 22:30 - 23:00 | 22:00 | 22:15 | 22:25 | 22:35 | 15 | 1 |
| 23:00 - 23:30 | 22:30 | 22:45 | 22:55 | 23:05 | 15 | 1 |
| 23:30 - 24:00 | 23:00 | 23:15 | 23:25 | 23:35 | 15 | 1 |

5.3 Saturday Required Service Periods

OpCo must provide in each Service Period the Required Train Services at the Maximum Headway (in minutes) as listed in the tables below.

[illegible][illegible]

[illegible][illegible]

| St Marys to Aerotropolis | | | | | |
|--|--------------------------------|--------------------------|-----------------|---------------------------------------|---|
| Service Period | Departure time at Aerotropolis | Arrival time at St Marys | Maximum Headway | Number of Required Train Services (B) | Total number of Required Train Services (A+B) |
| If the event falls on a Sunday to Thursday | | | | | |
| [REDACTED] | | | | | |
| [REDACTED] | | | | | |
| [REDACTED] | | | | | |
| [REDACTED] | | | | | |
| [REDACTED] | | | | | |
| [REDACTED] | | | | | |
| [REDACTED] | | | | | |

5.7 Public Holidays other than Anzac Day and New Year's Eve

OpCo must provide in each Service Period the Required Train Services at the Maximum Headway (in minutes) as listed in Sunday Required Service Periods (clause 5.4 of this Annexure A).

[REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]

[REDACTED]

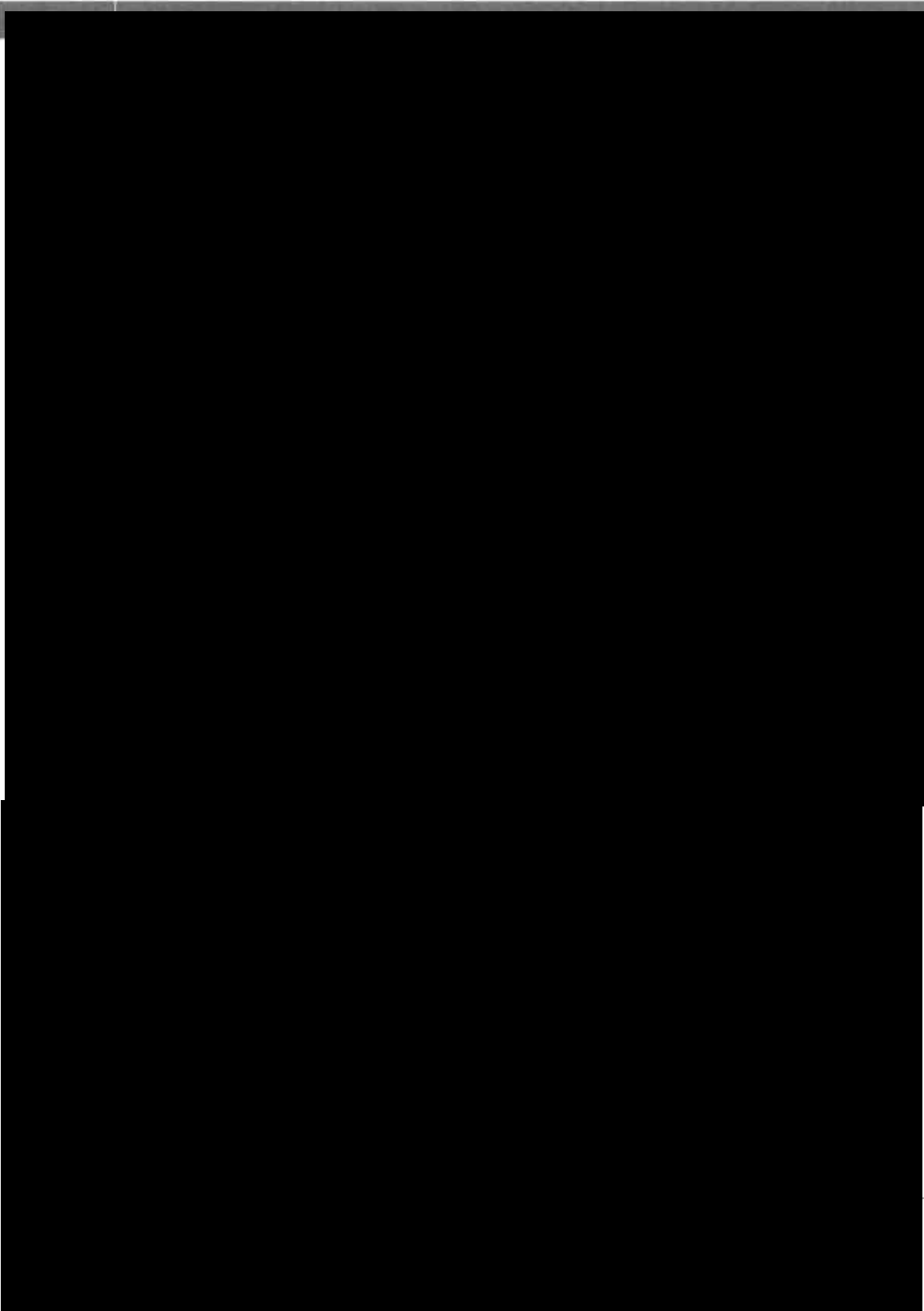
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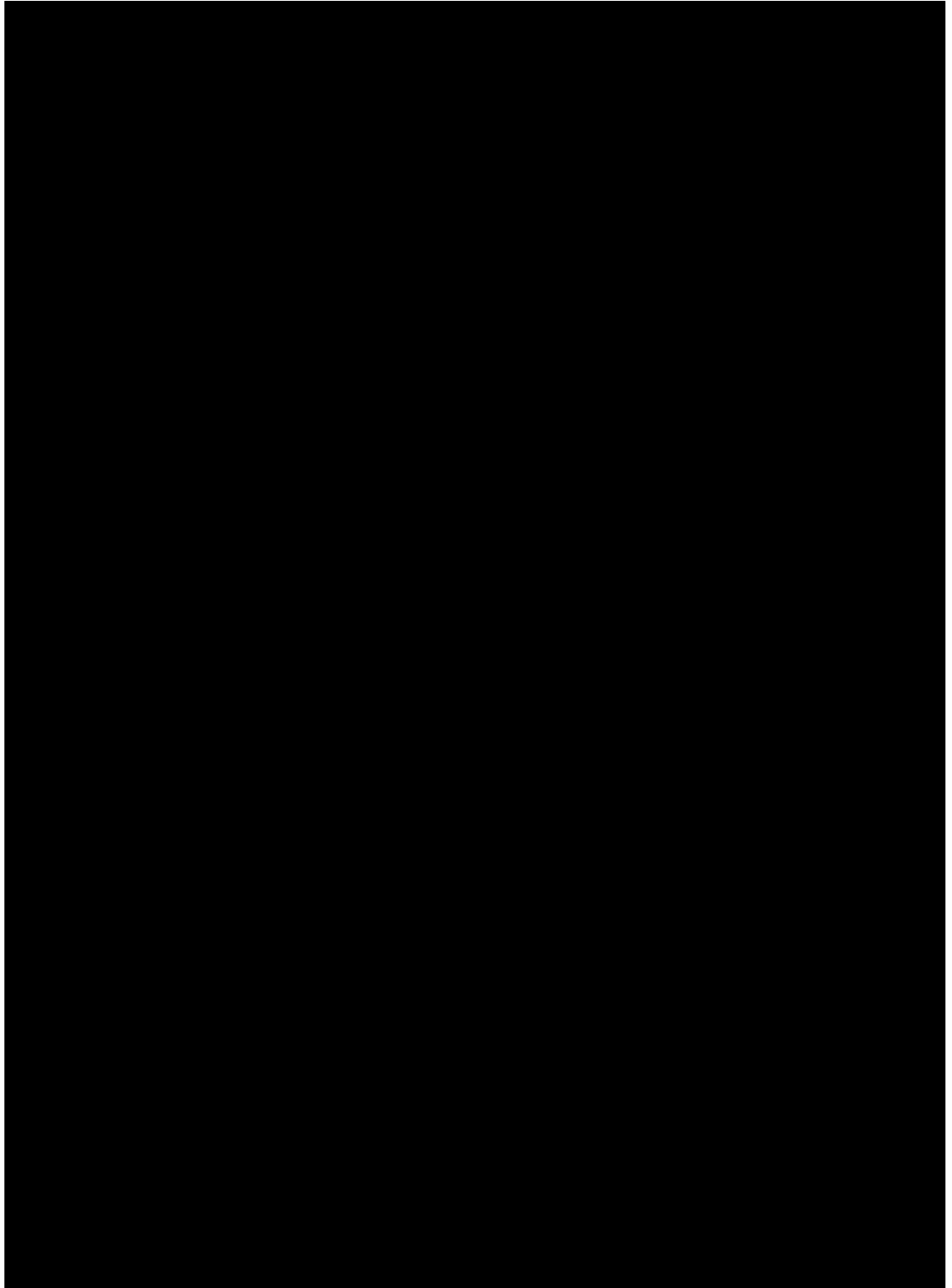
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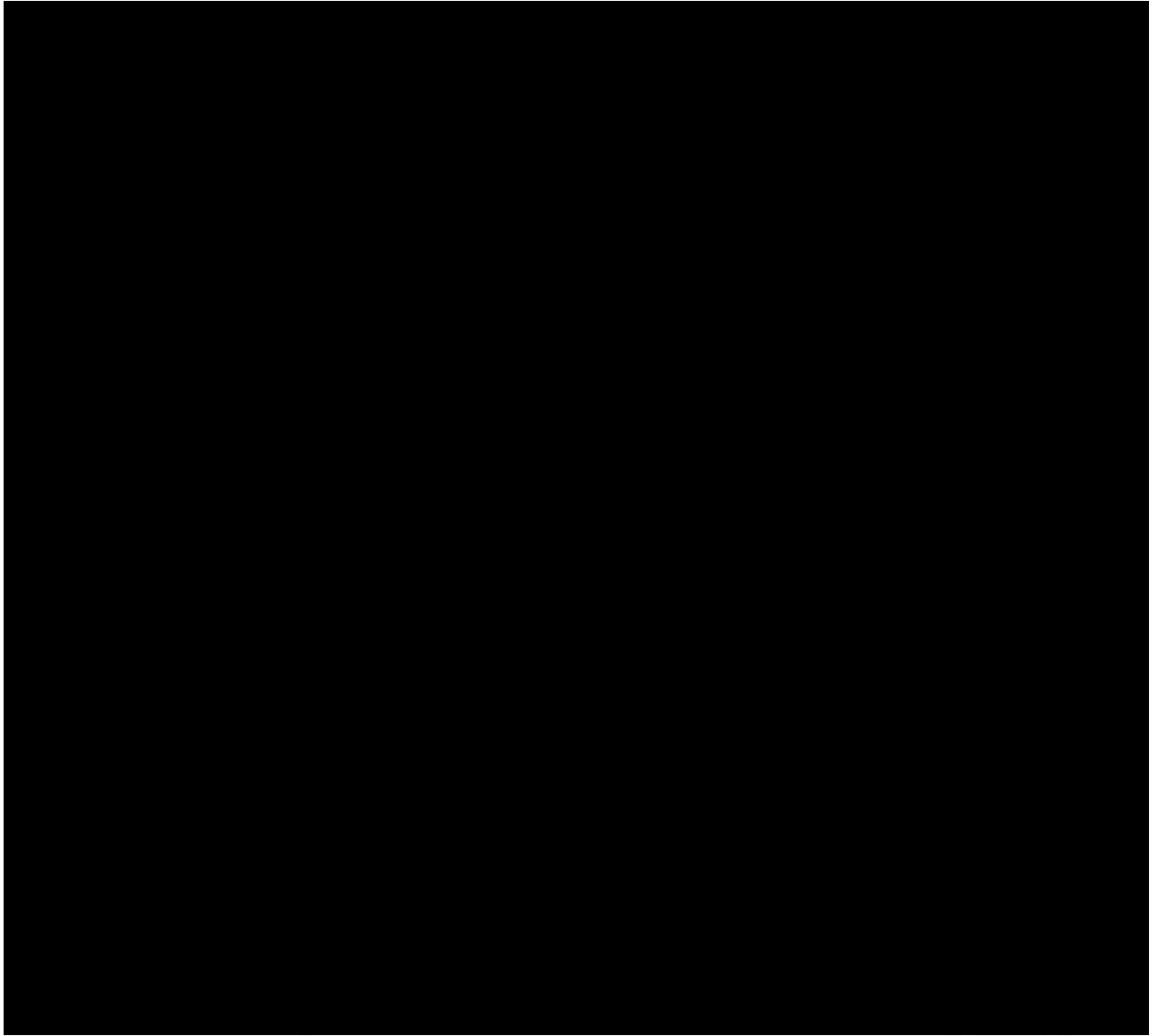
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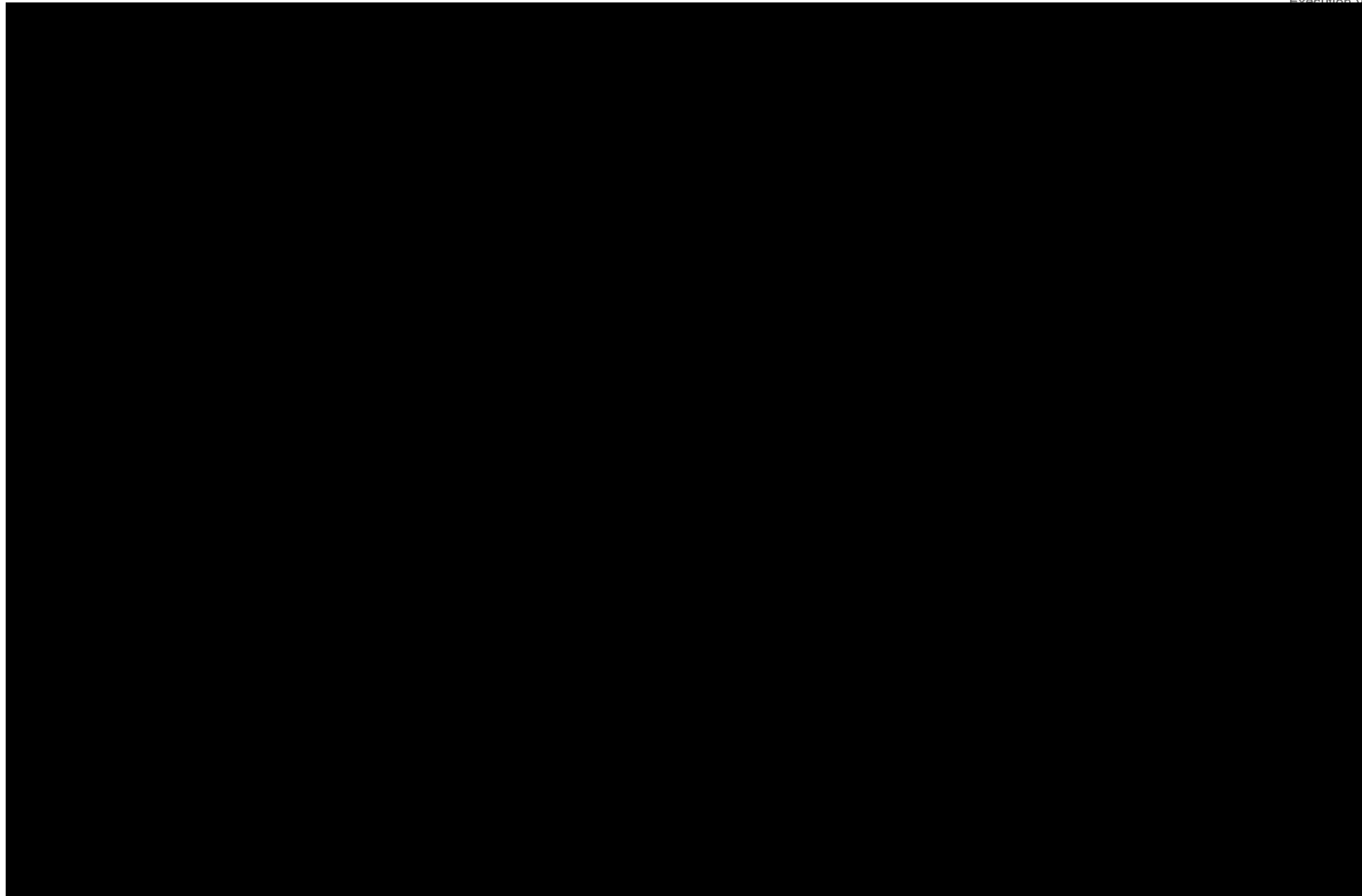
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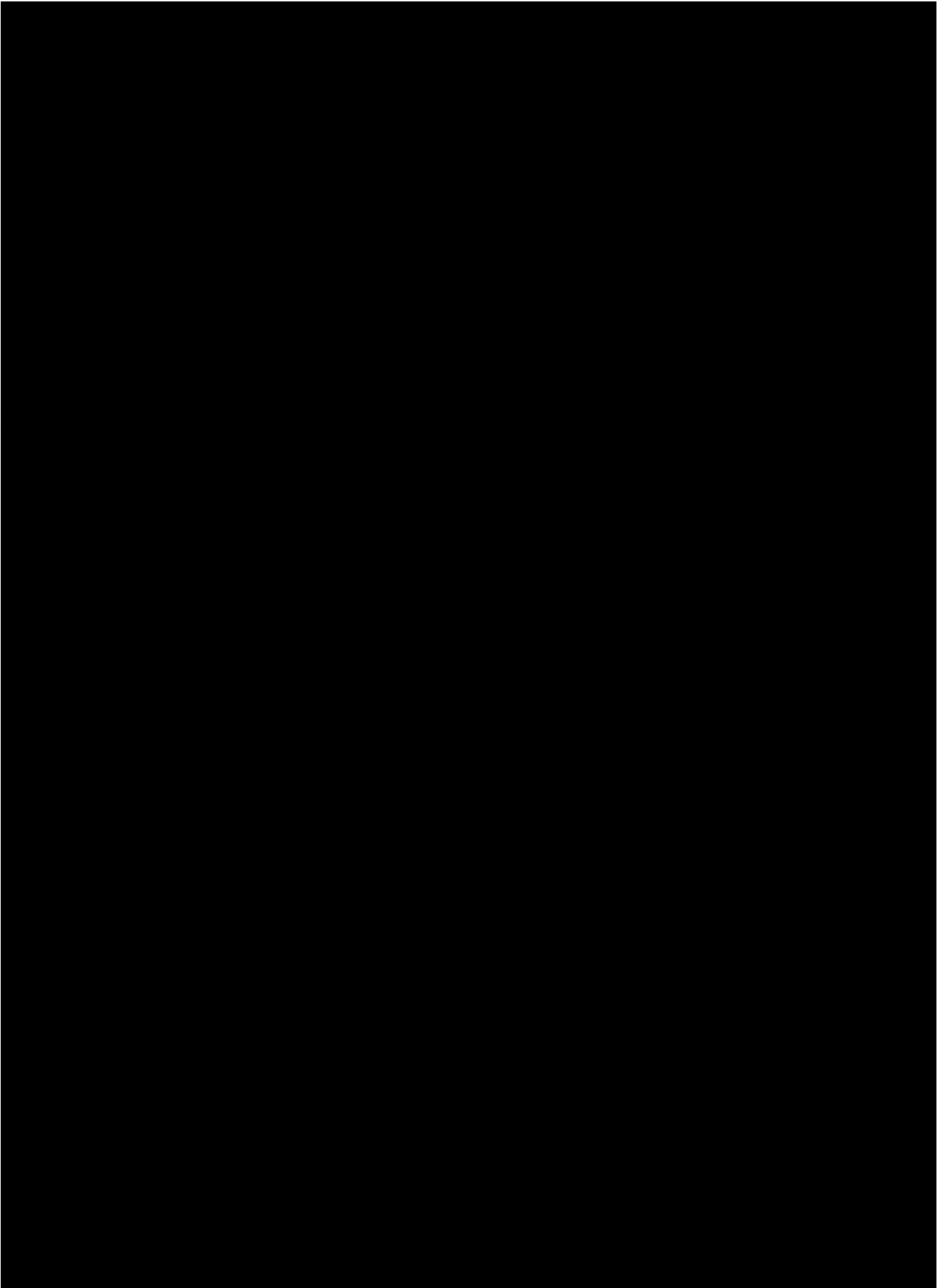
| | | |
|------------|------------|--|
| [REDACTED] | | |
| [REDACTED] | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| [REDACTED] | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| 1 | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| 1 | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| [REDACTED] | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| [REDACTED] | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |
| | [REDACTED] | |

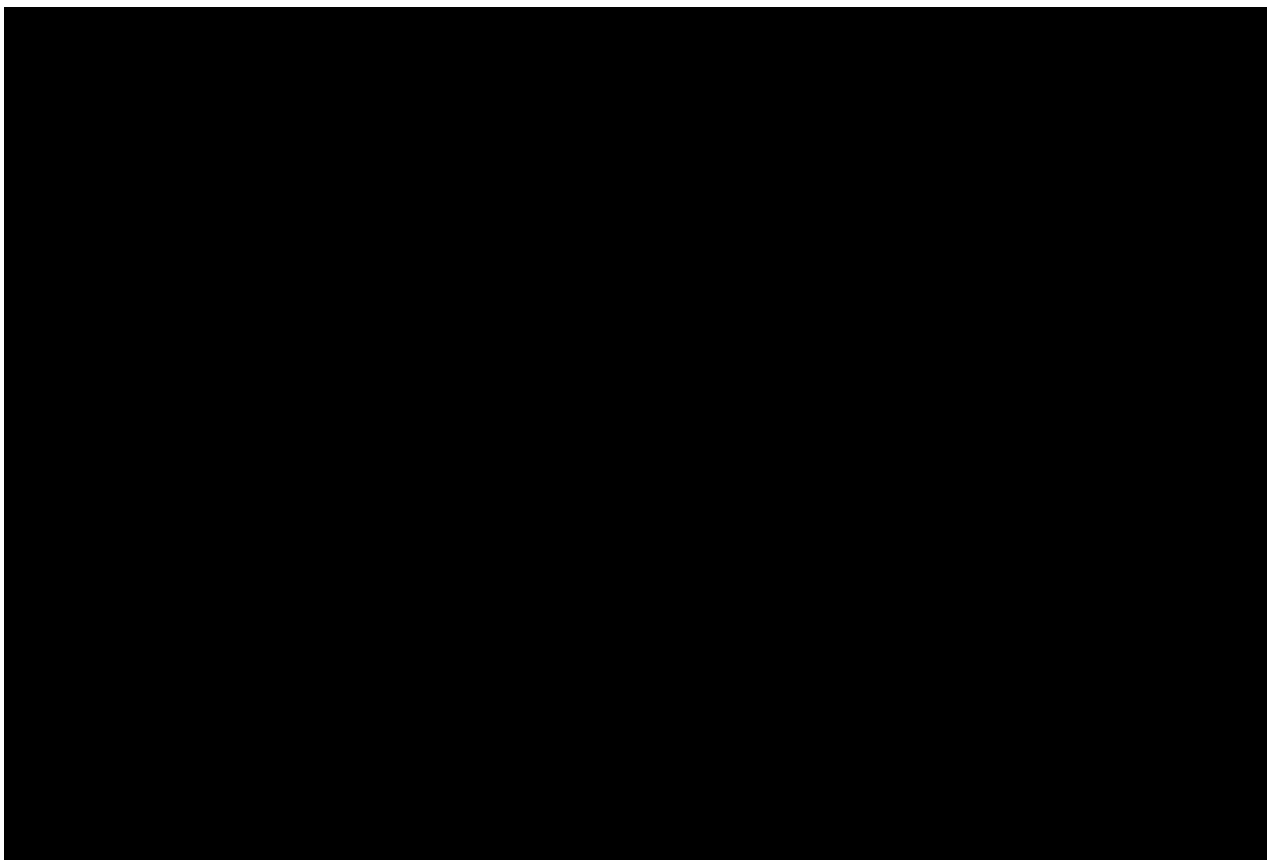




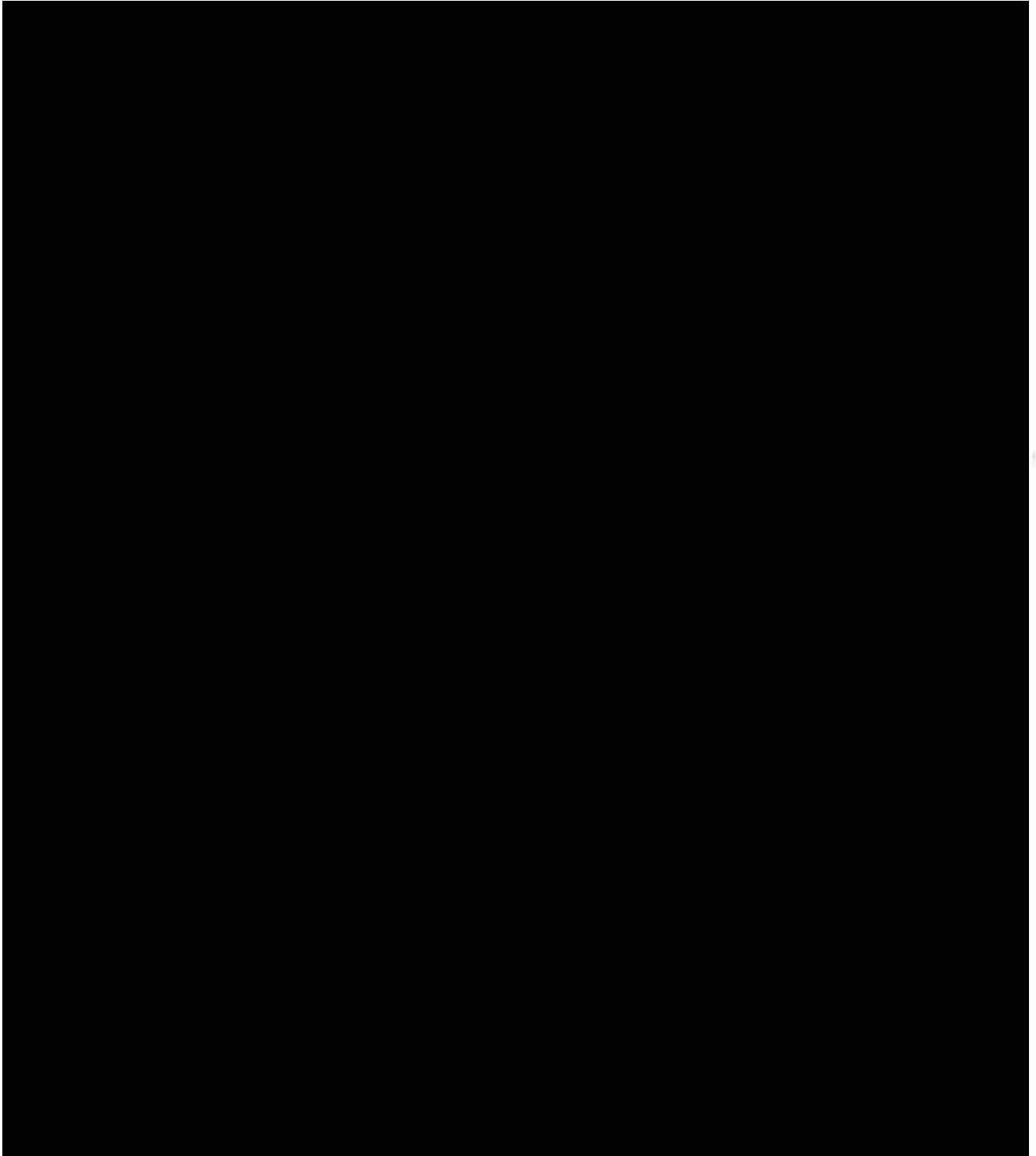


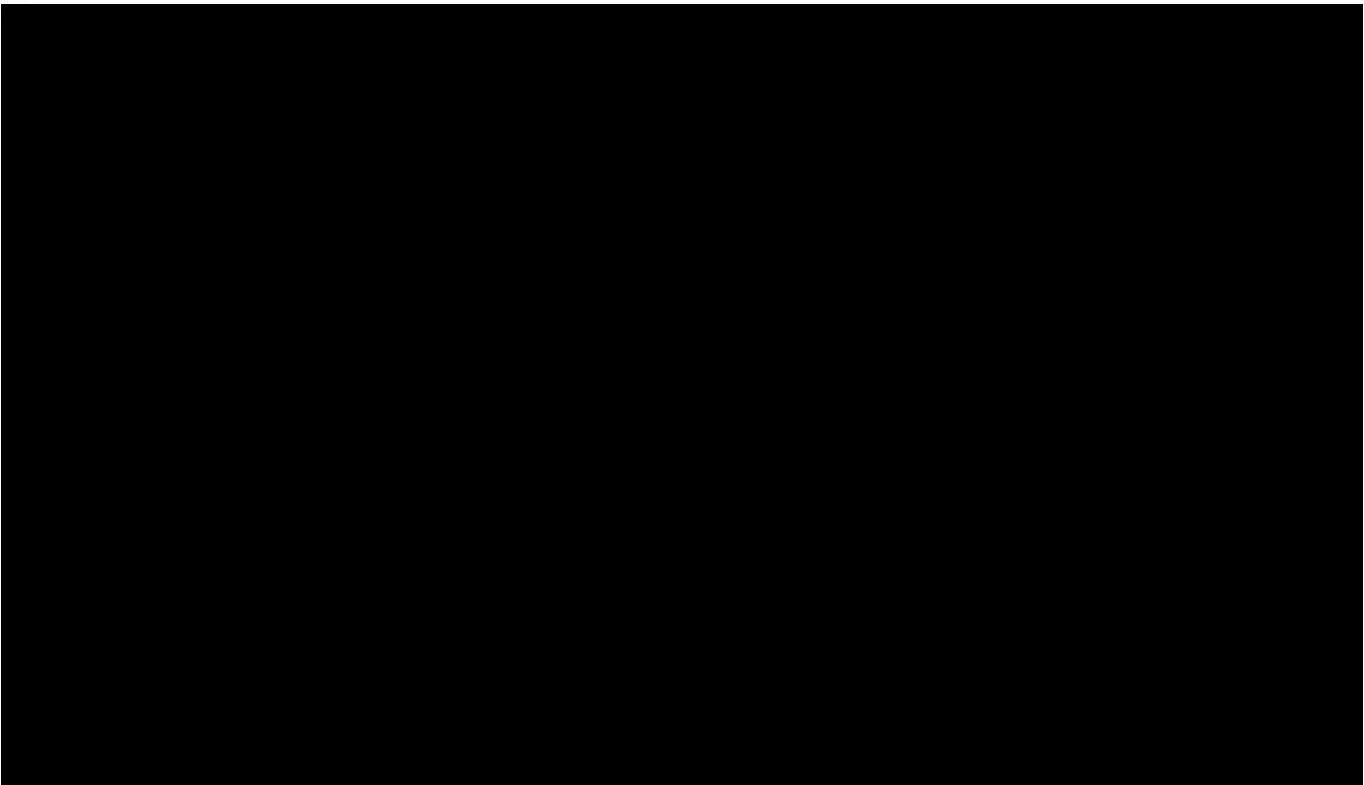


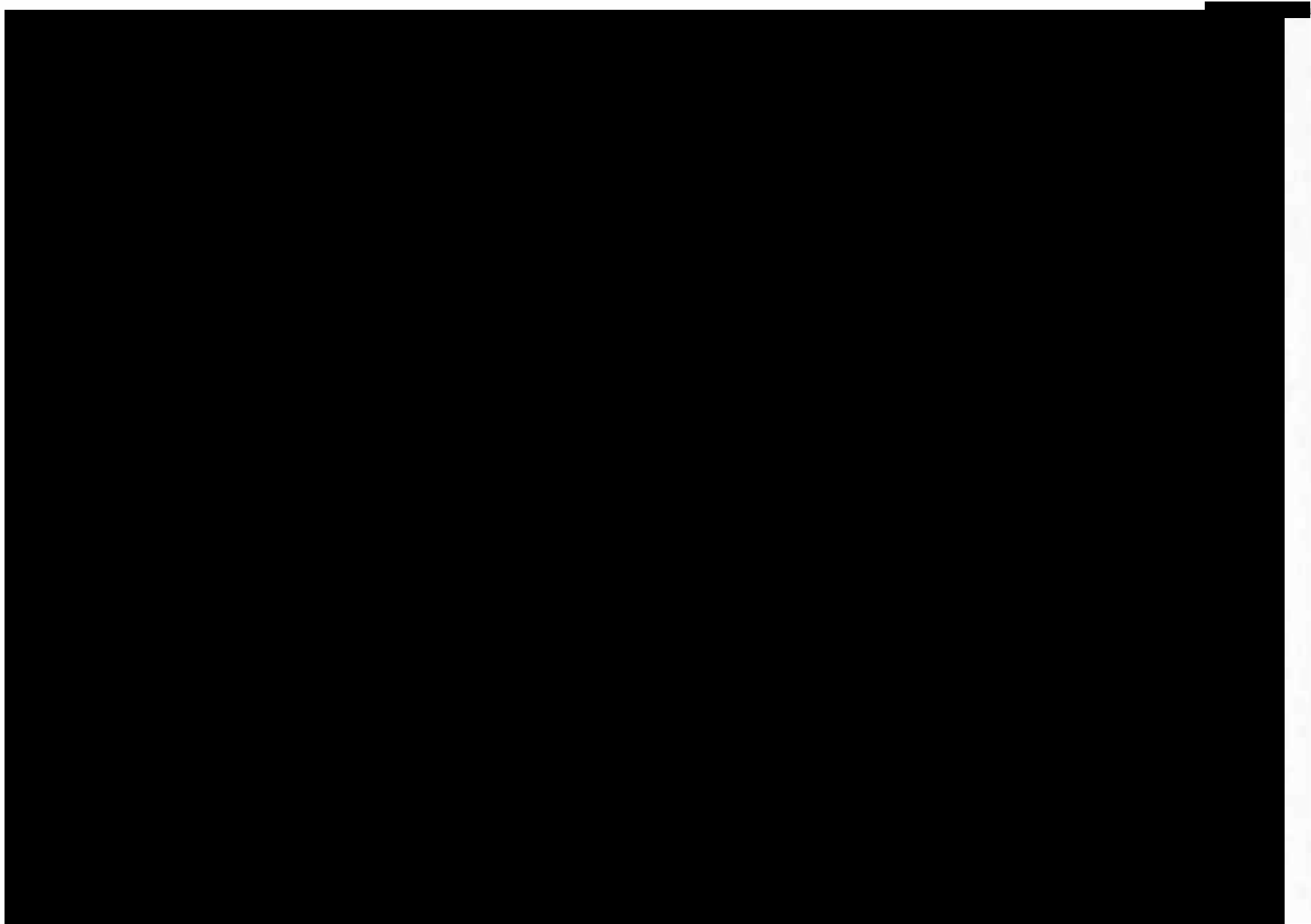


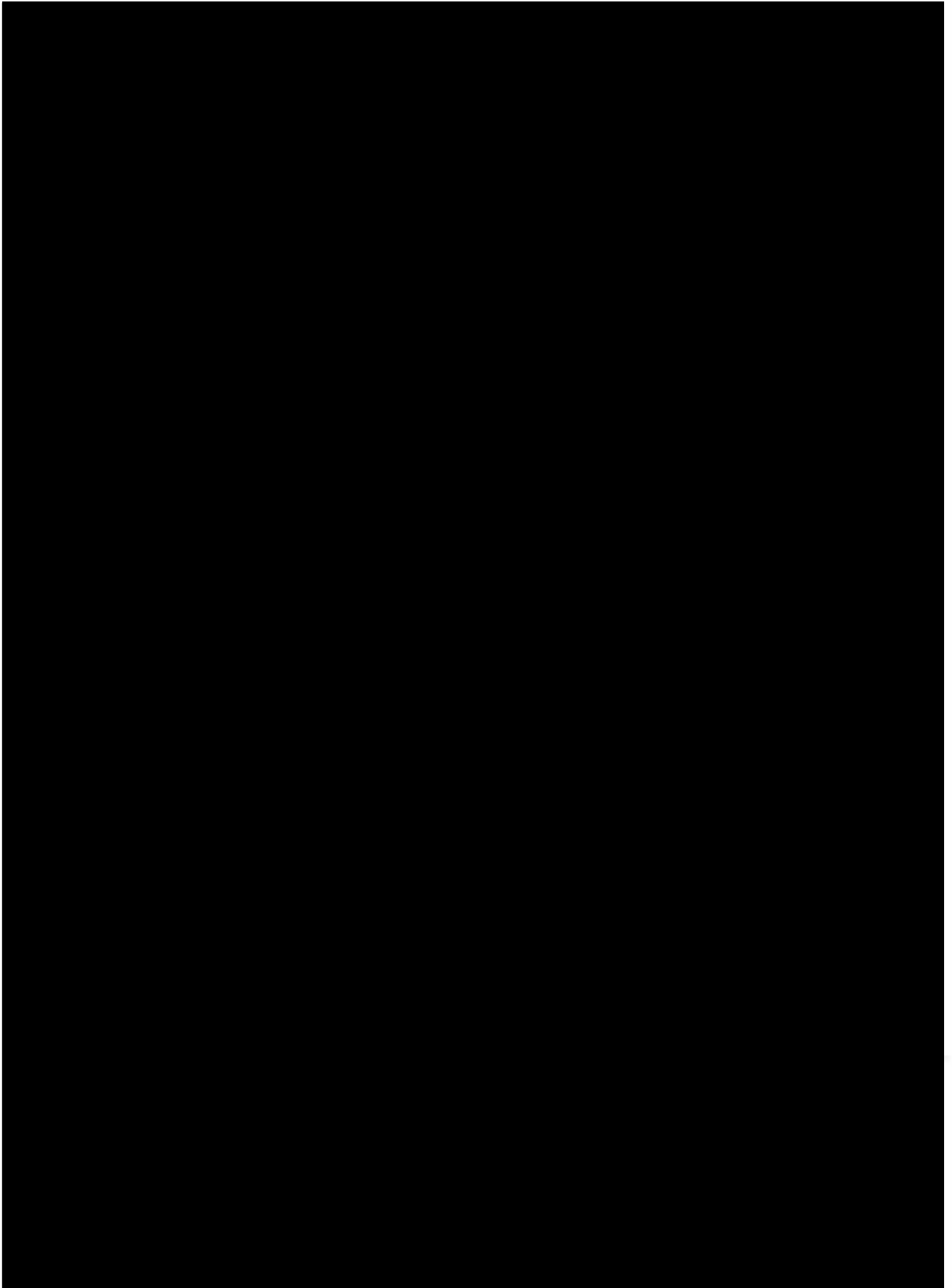


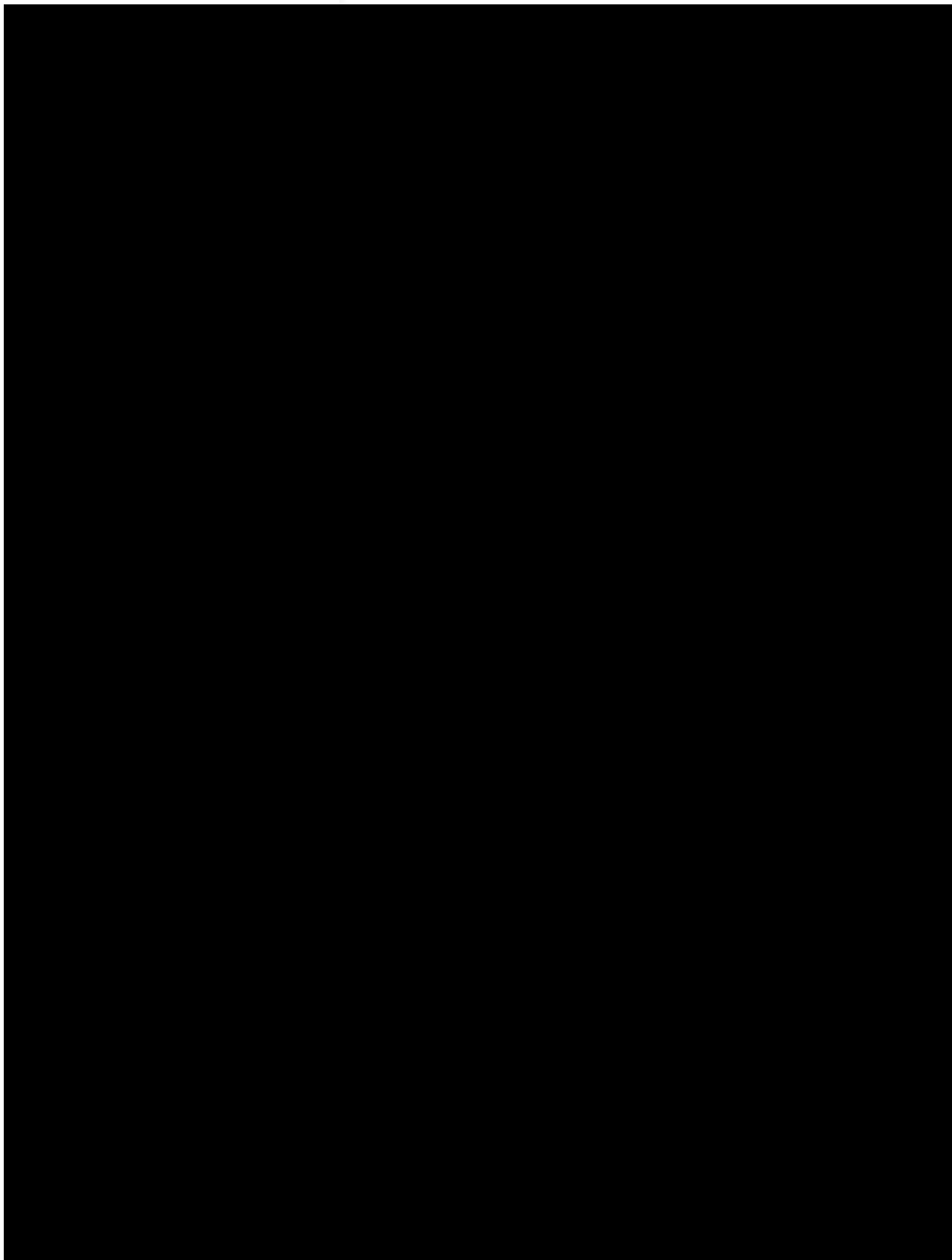
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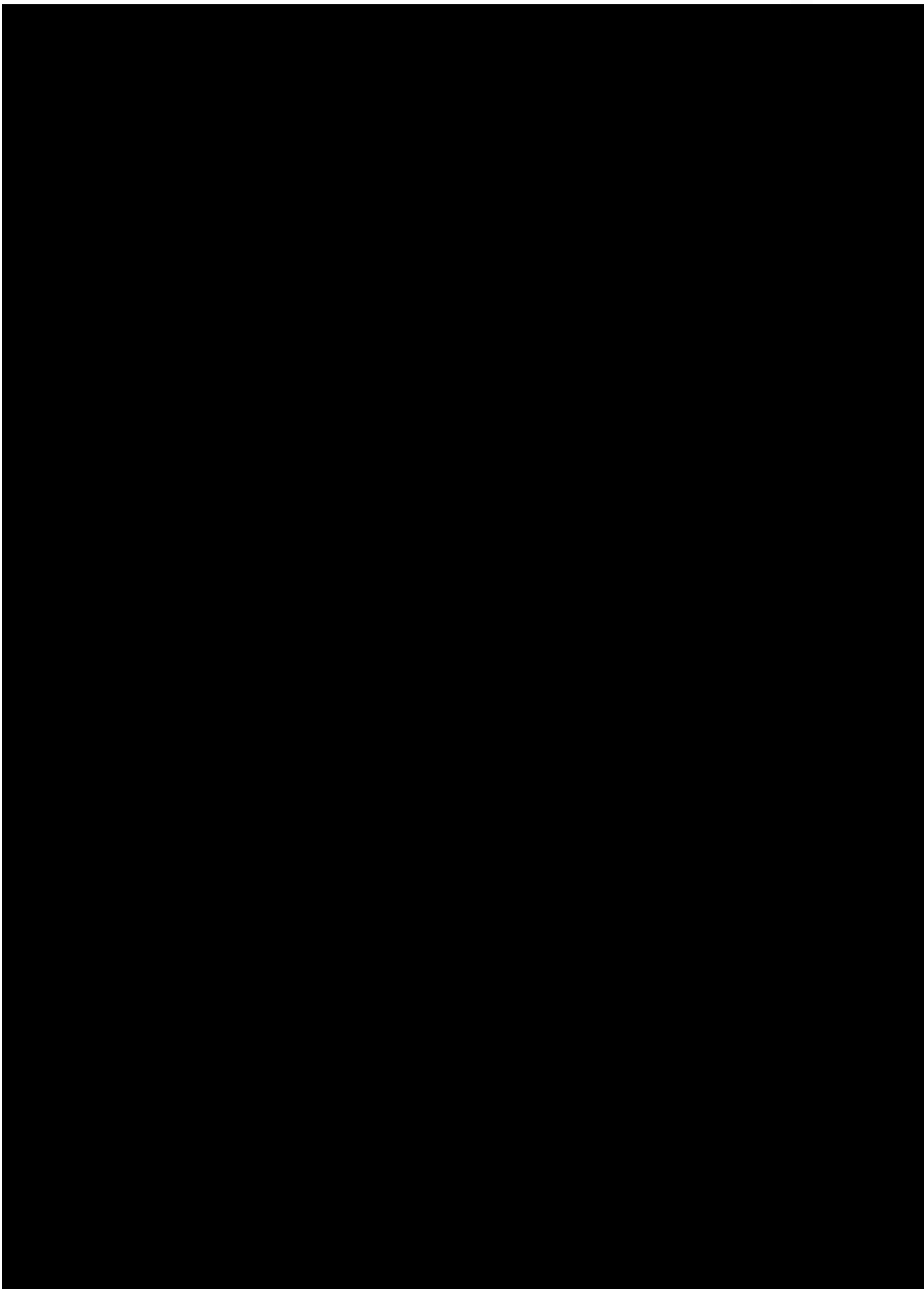


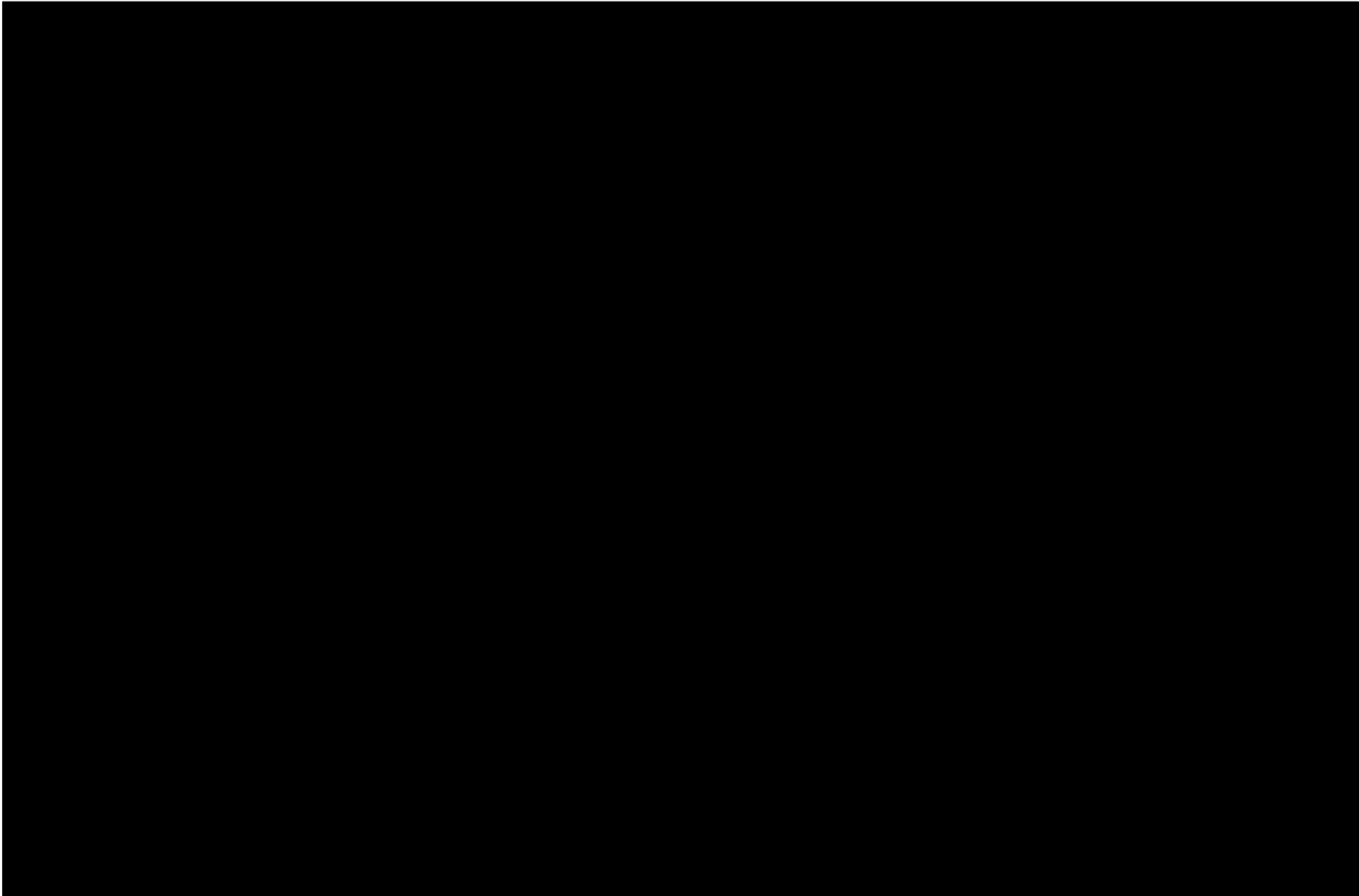


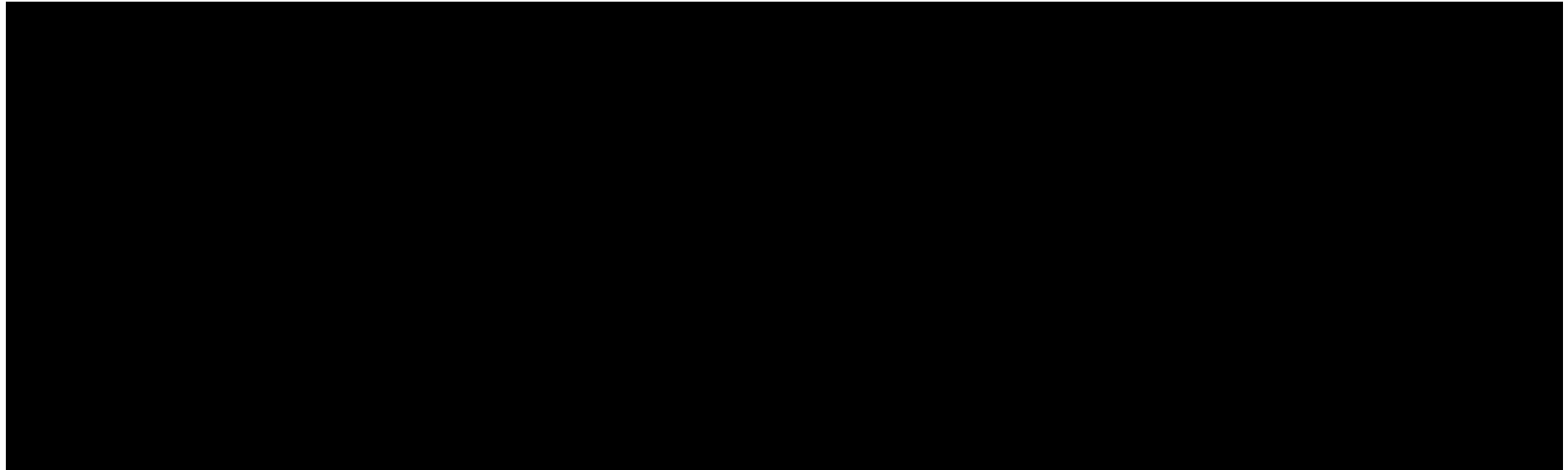


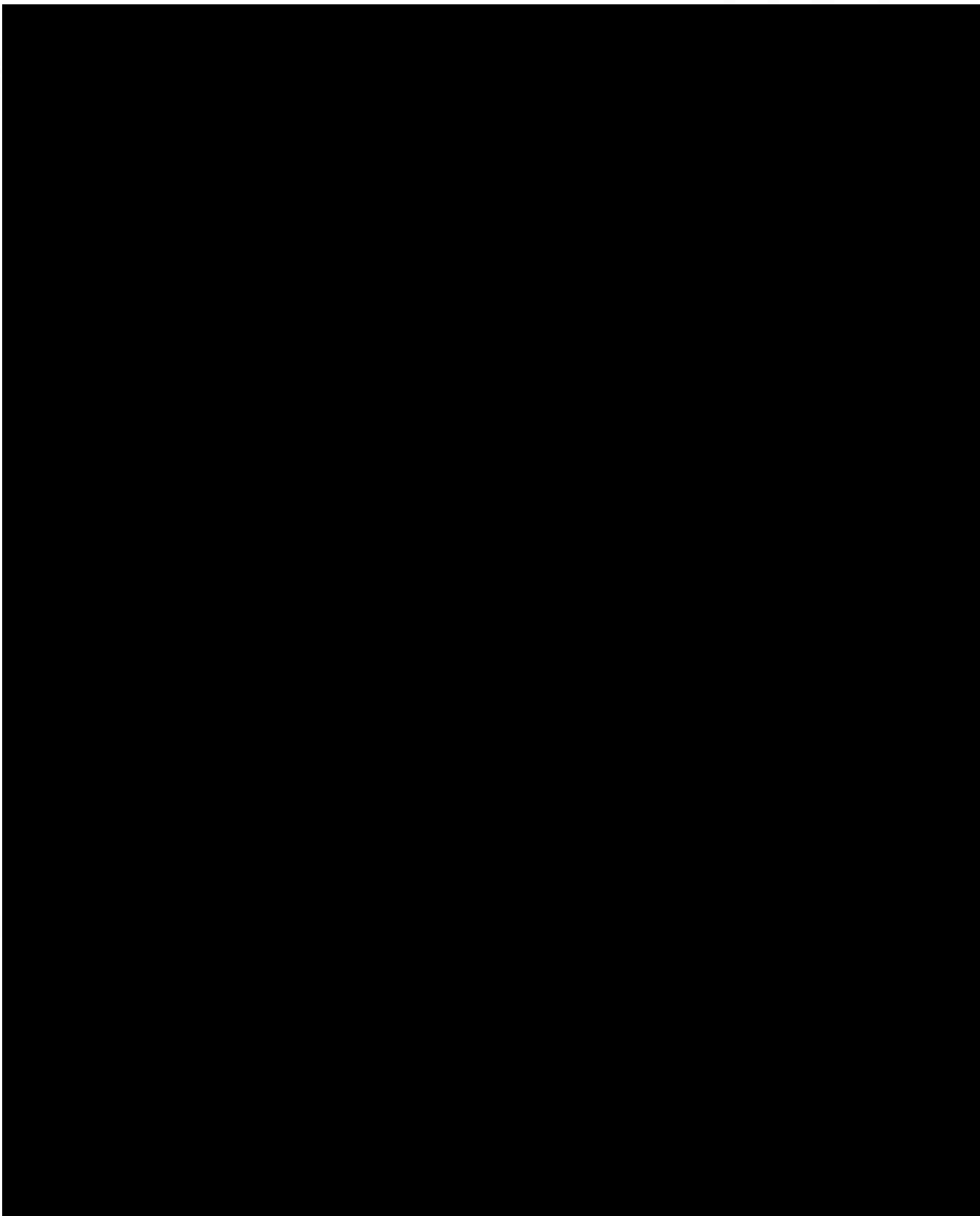


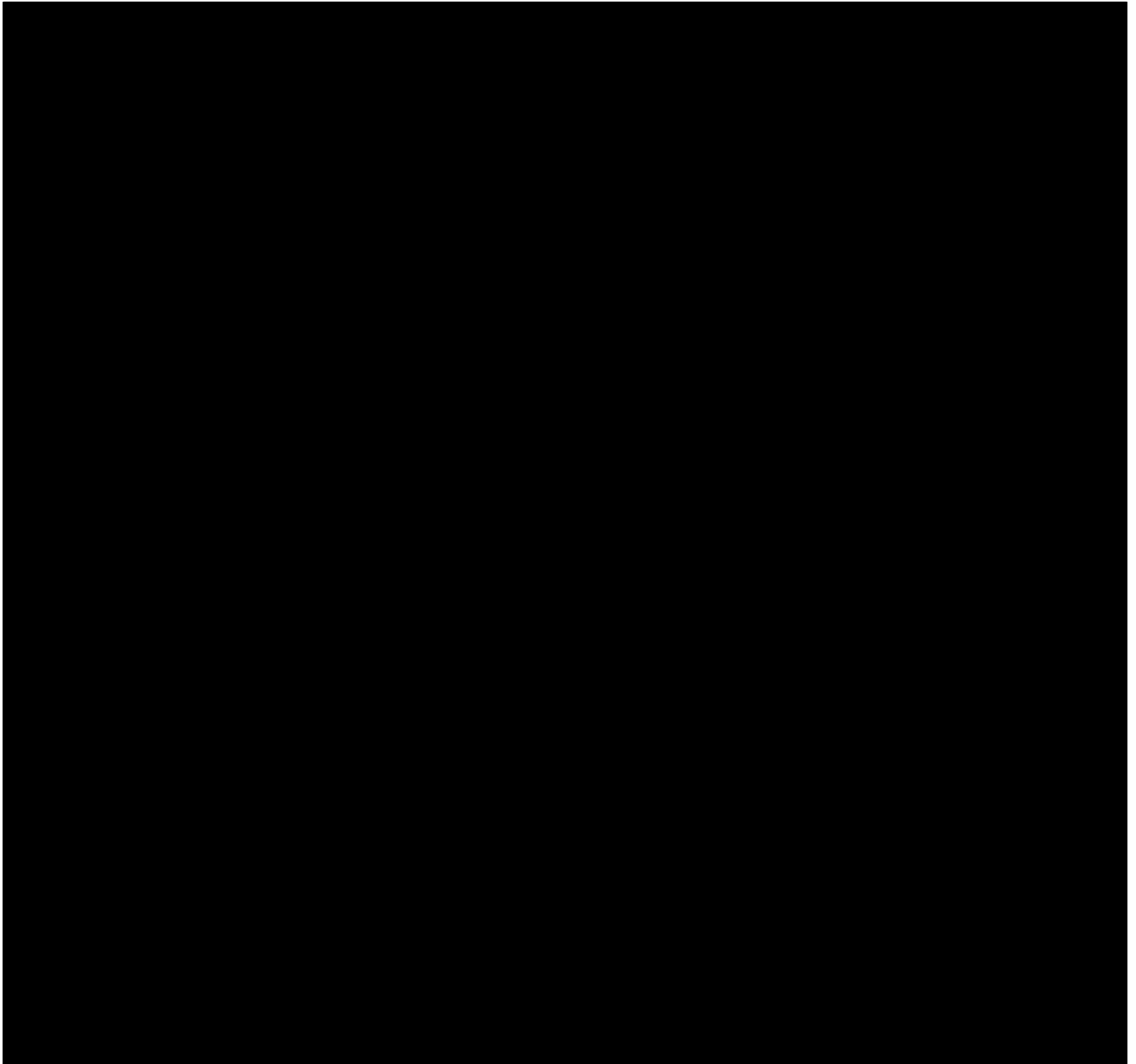


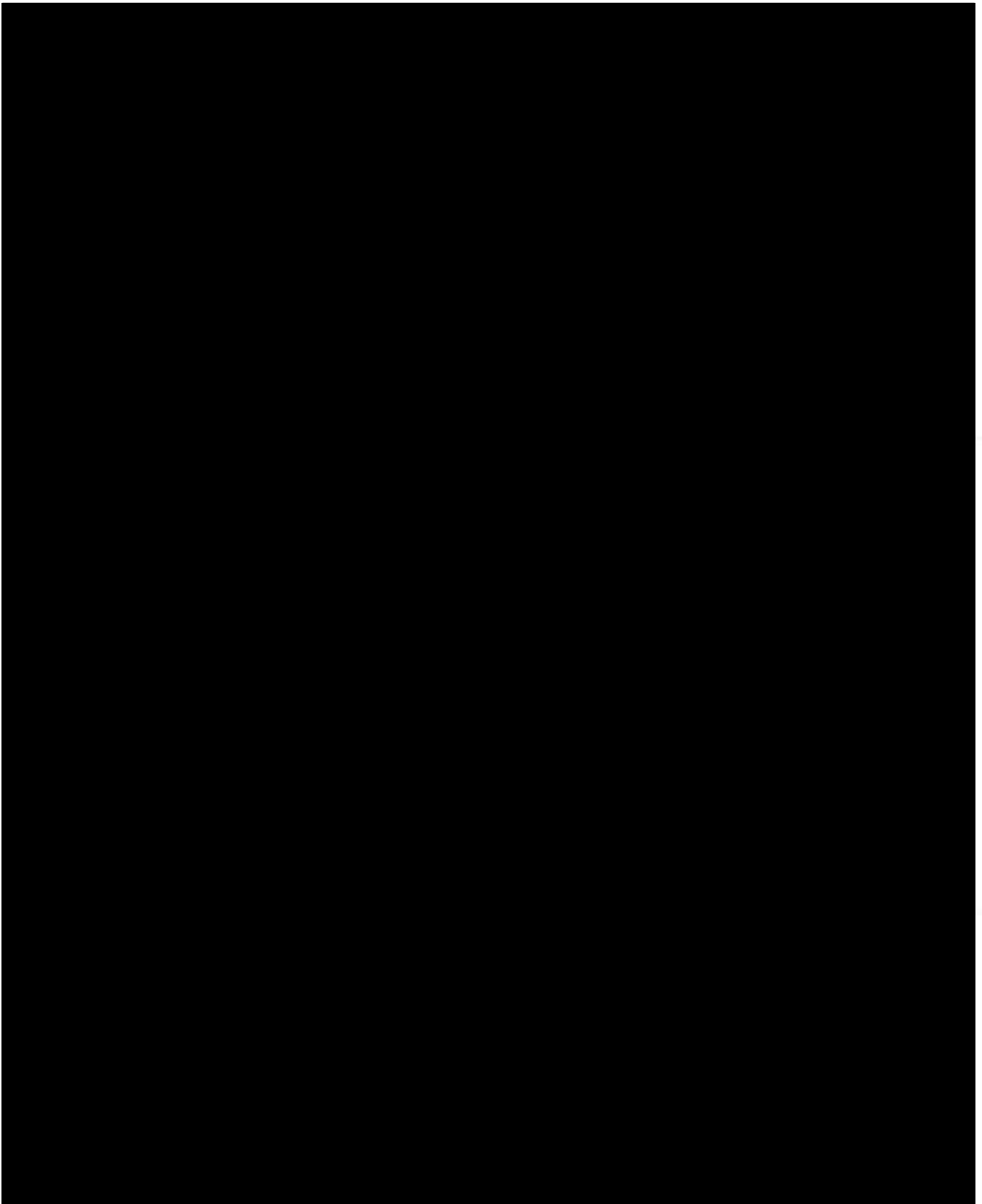


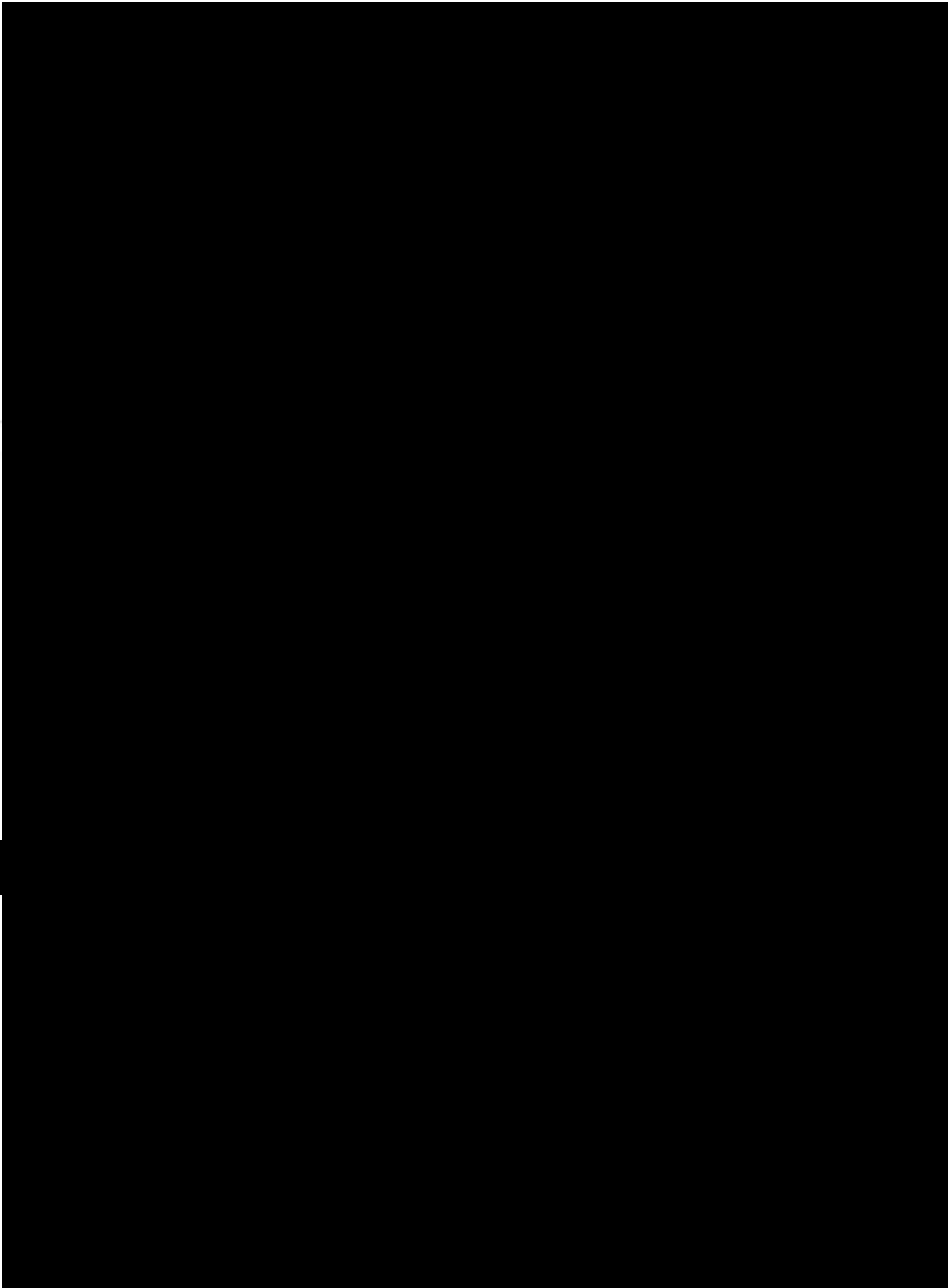


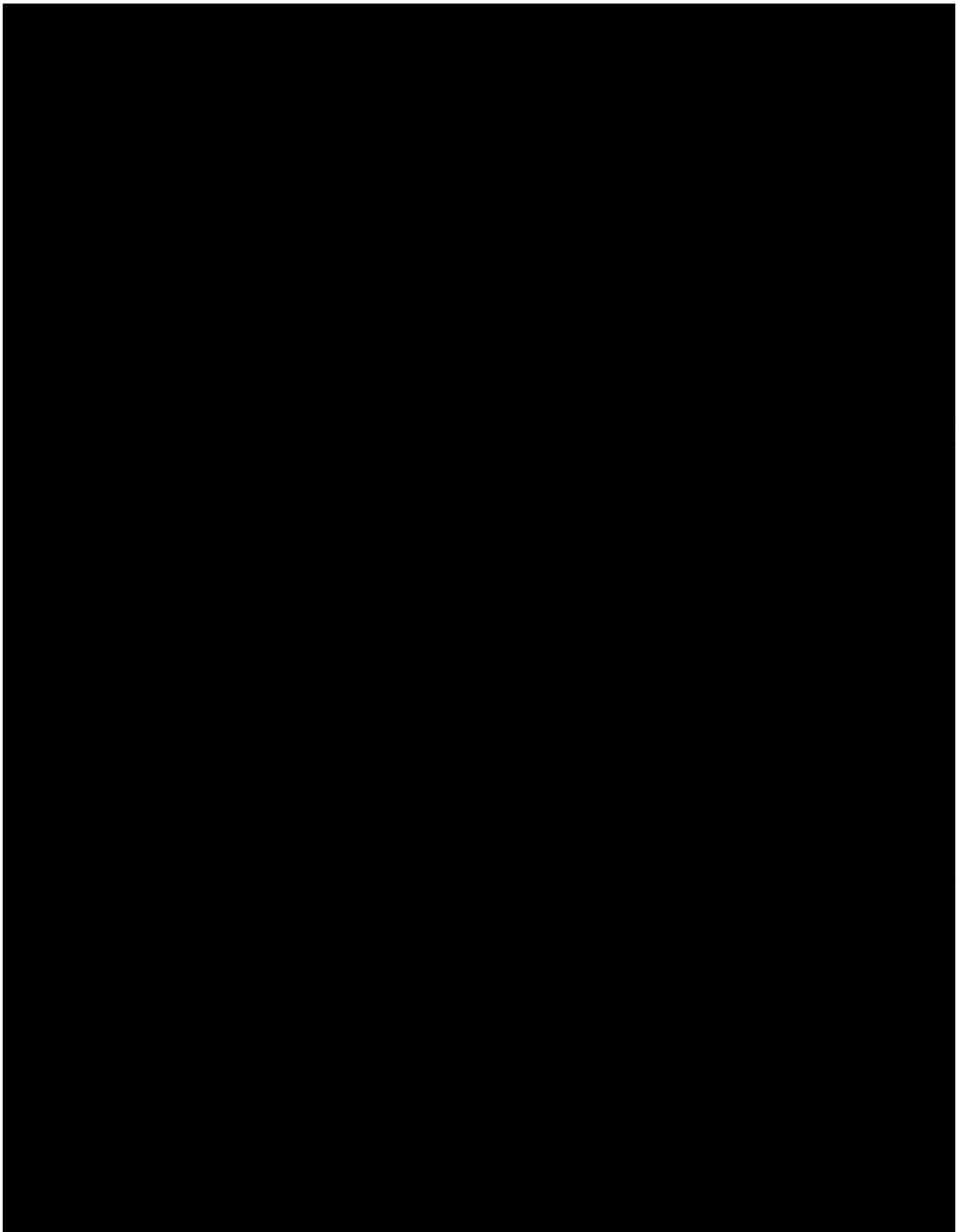




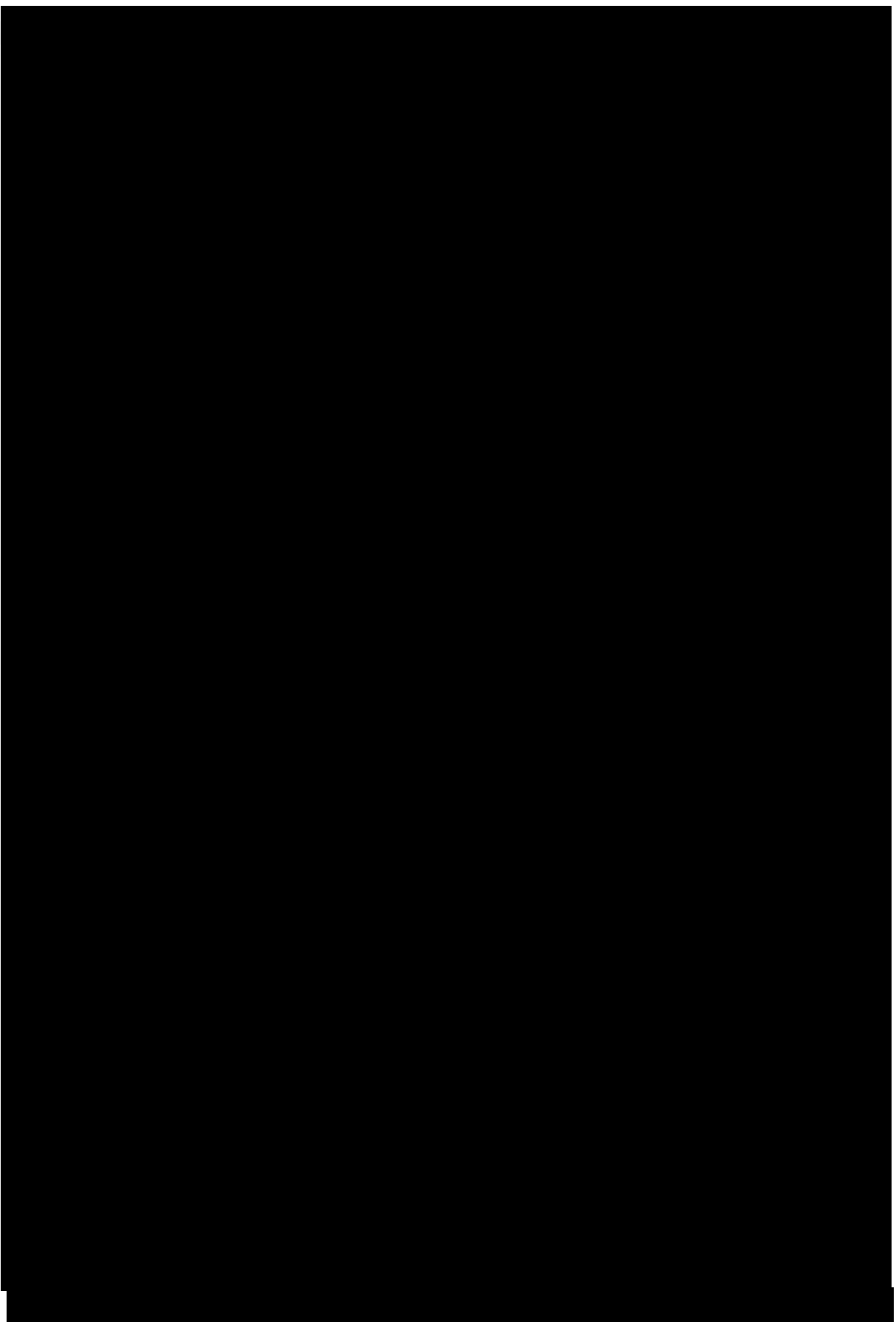


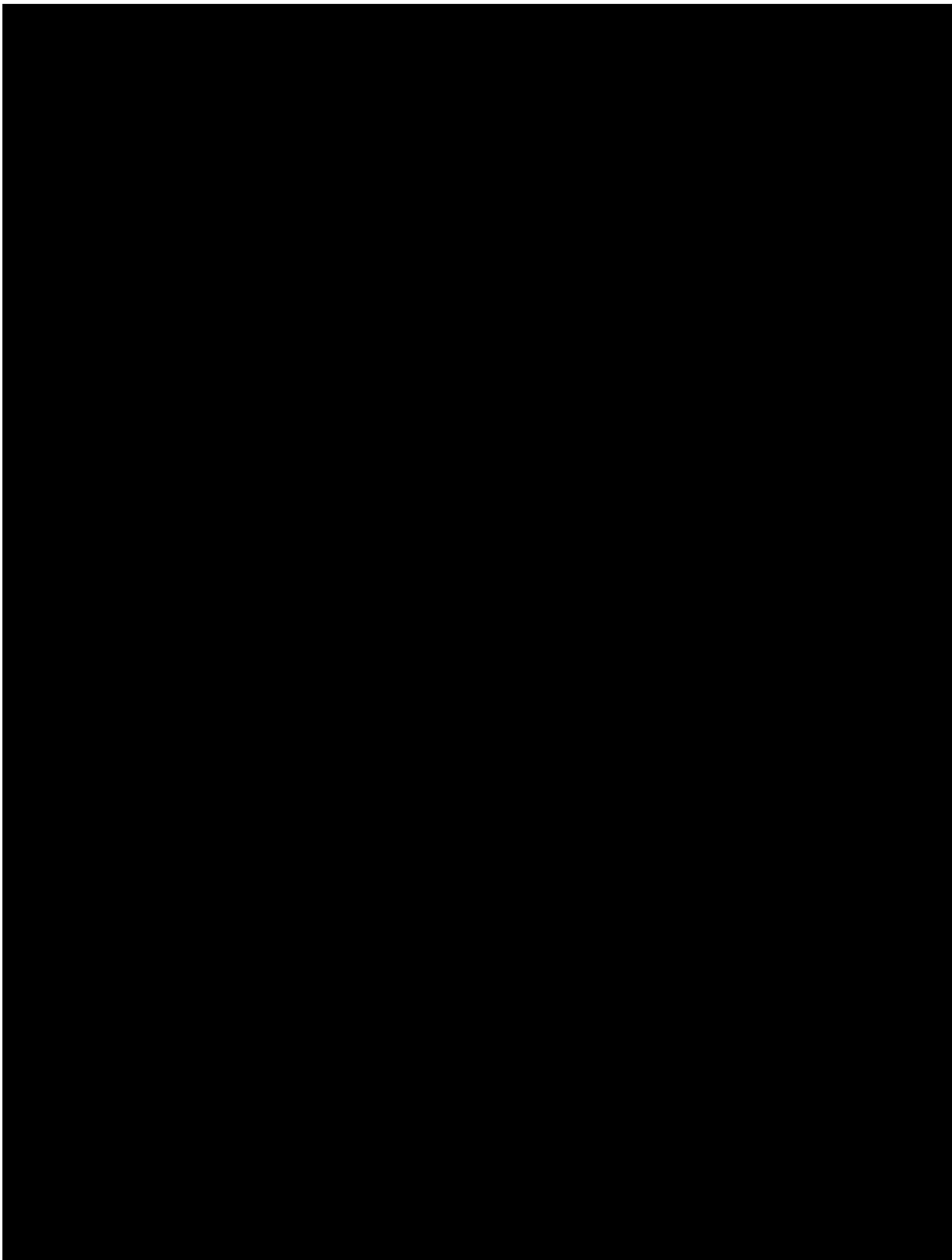




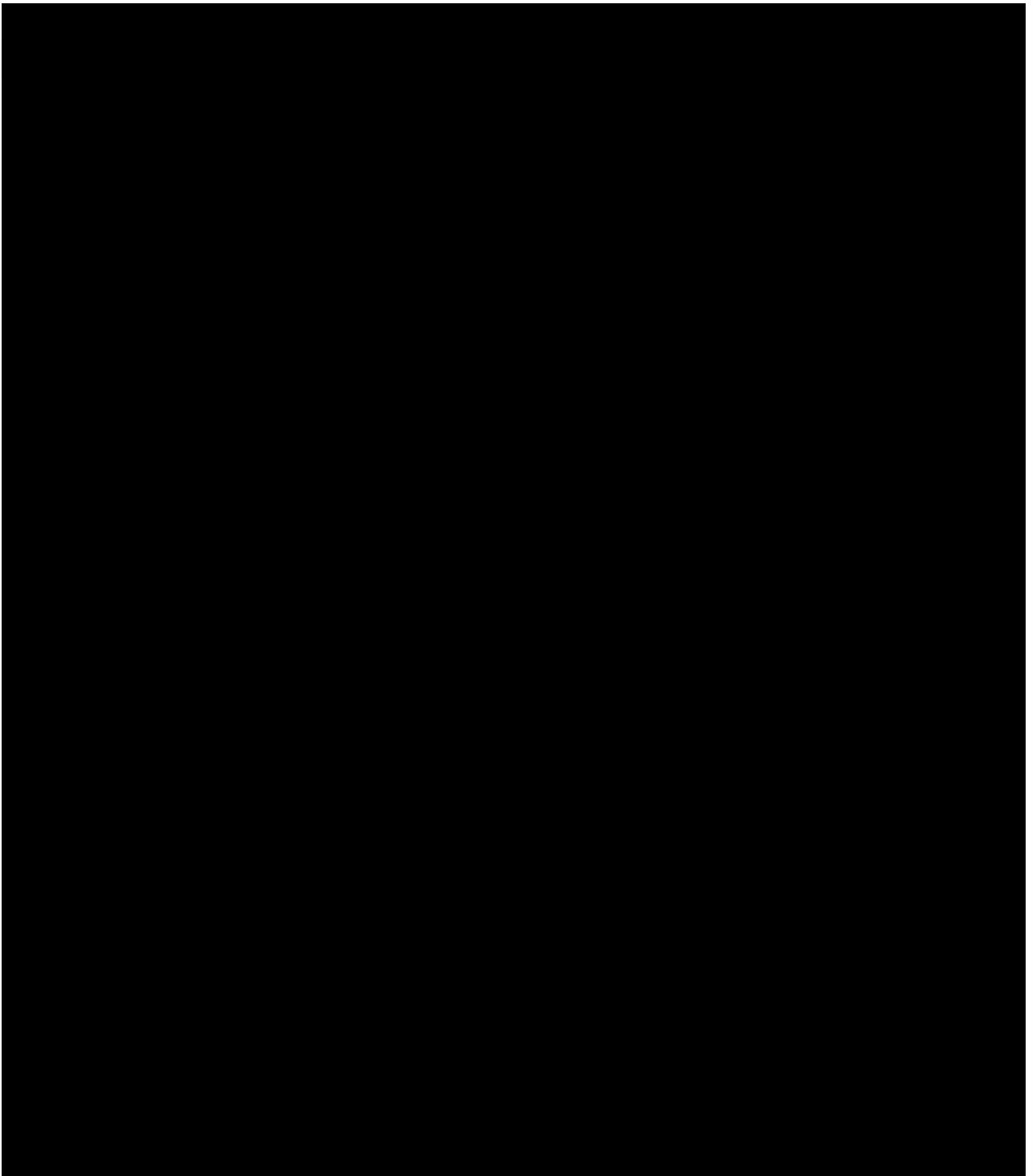


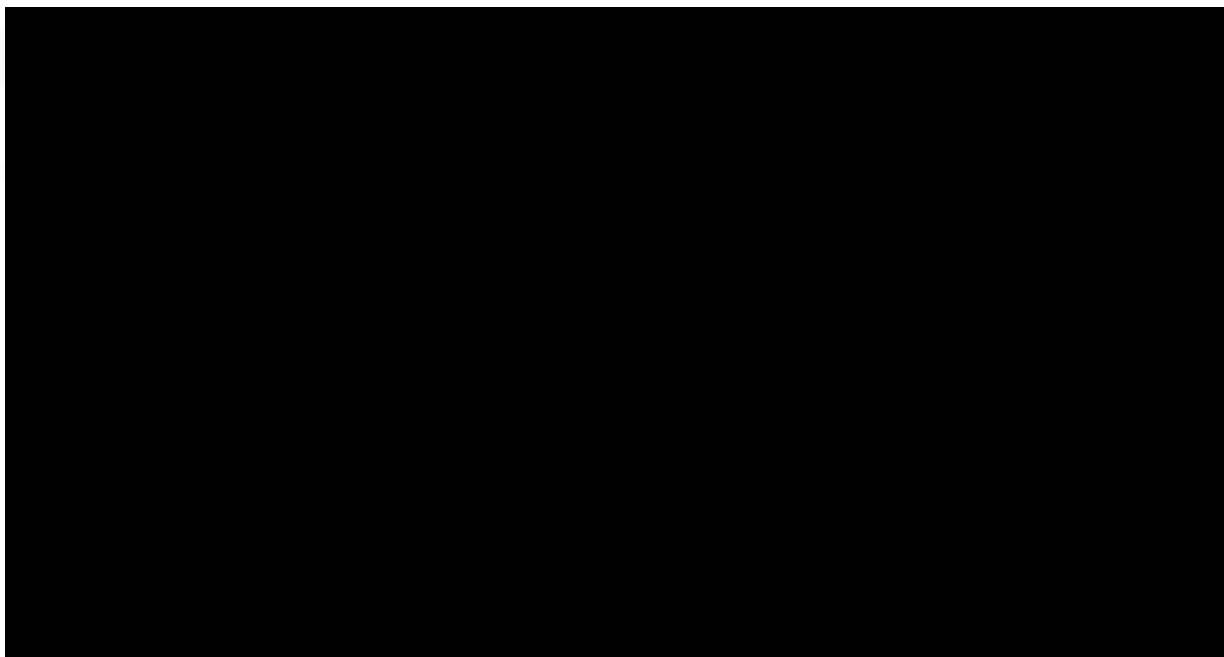


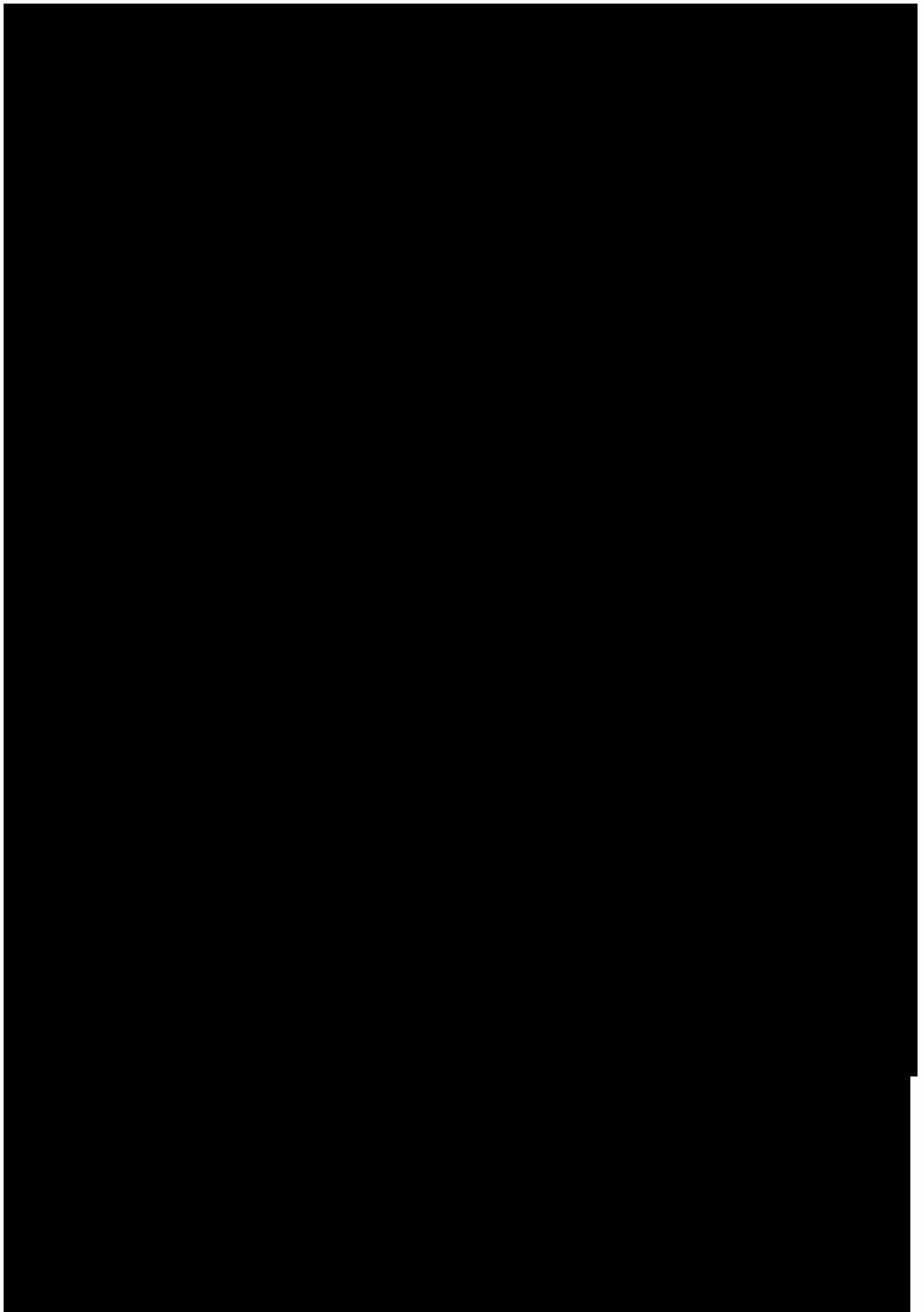


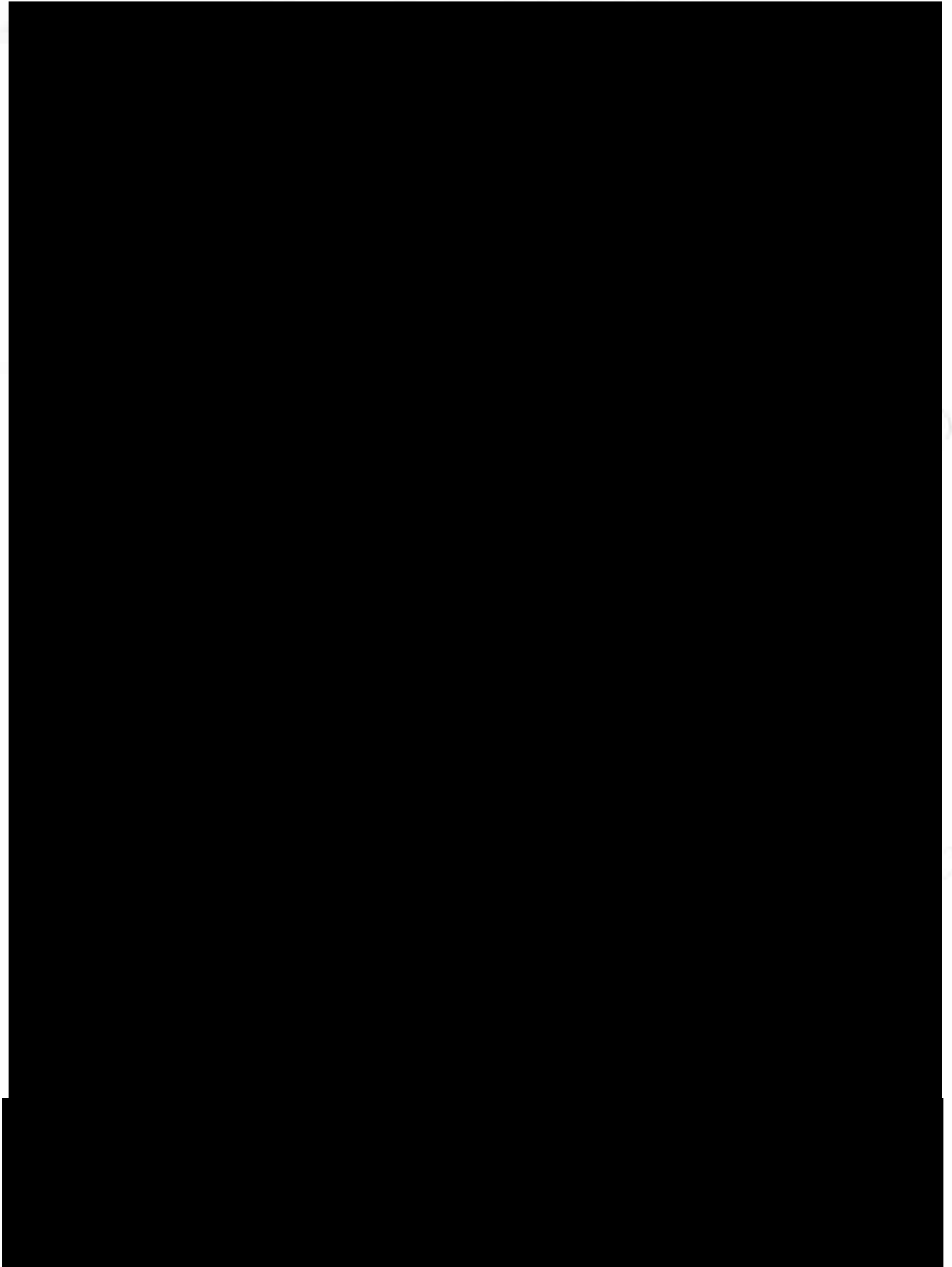


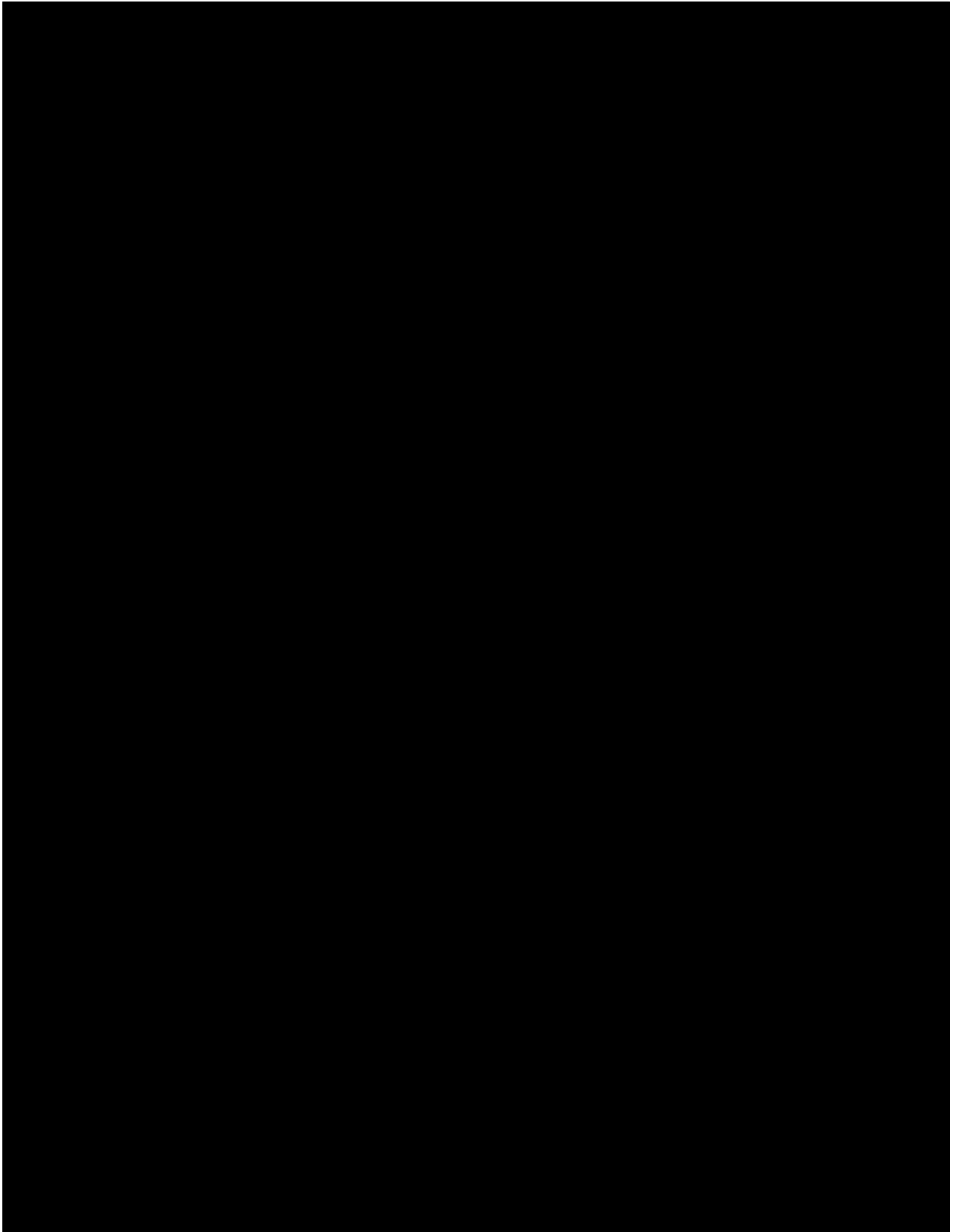


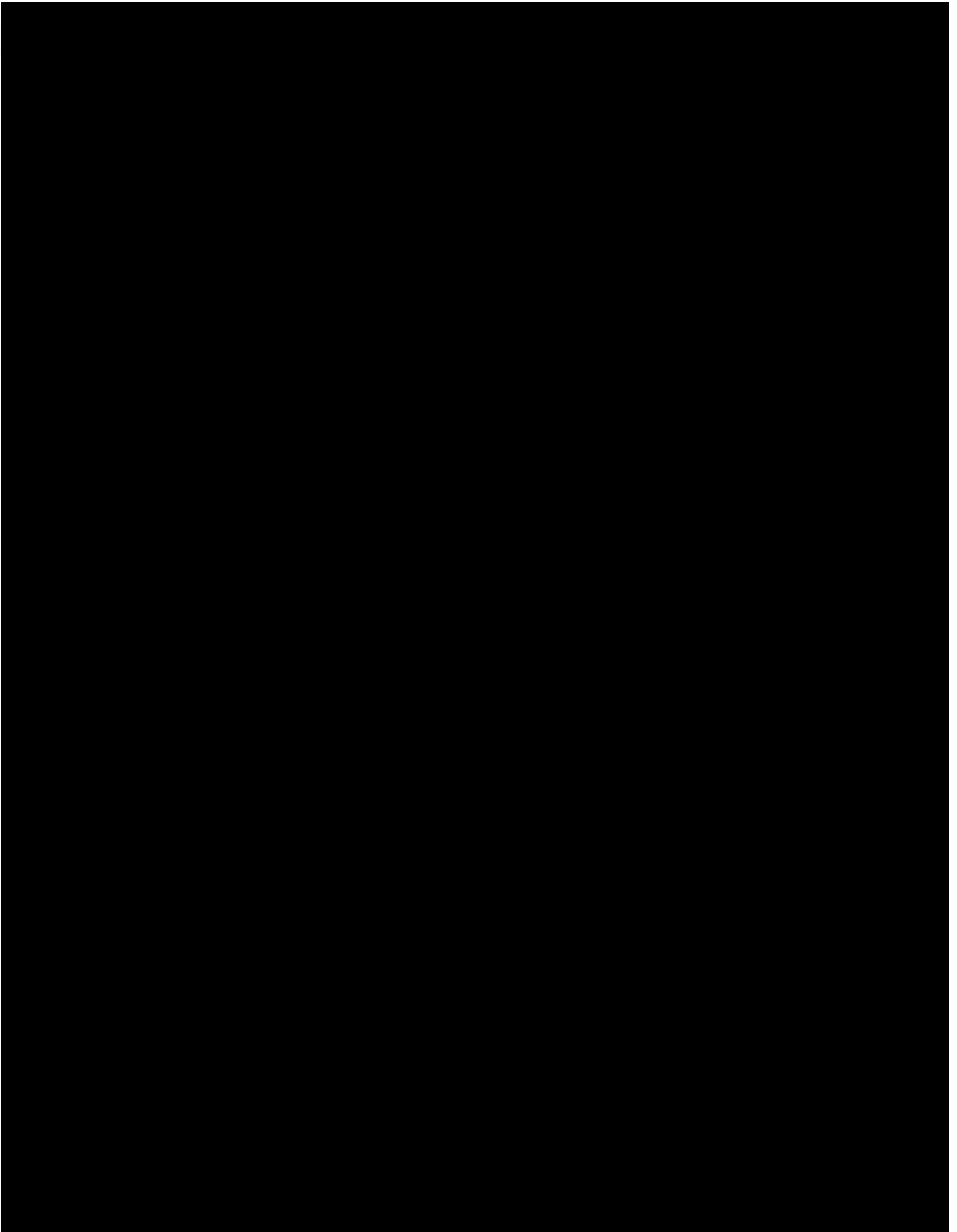


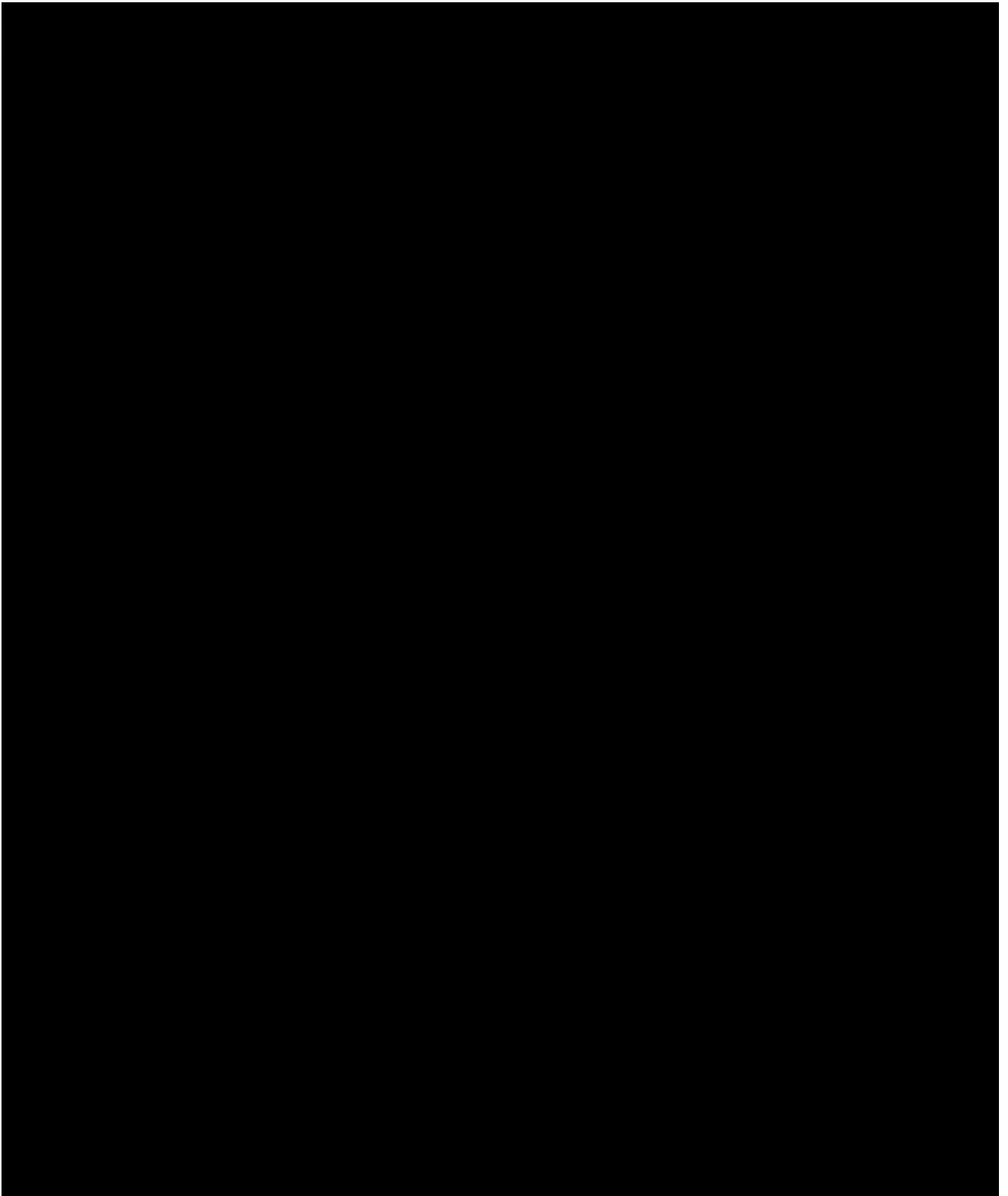


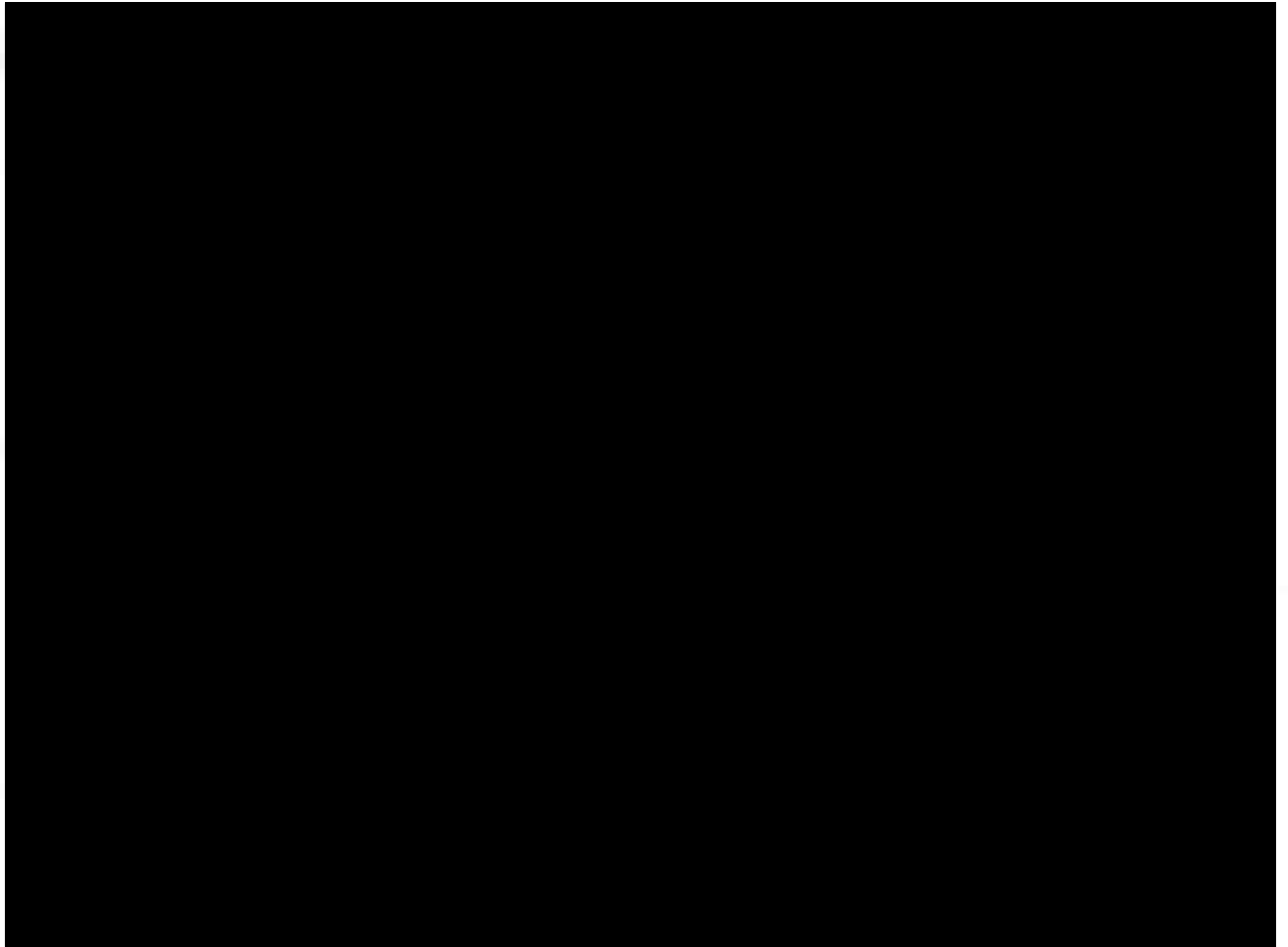


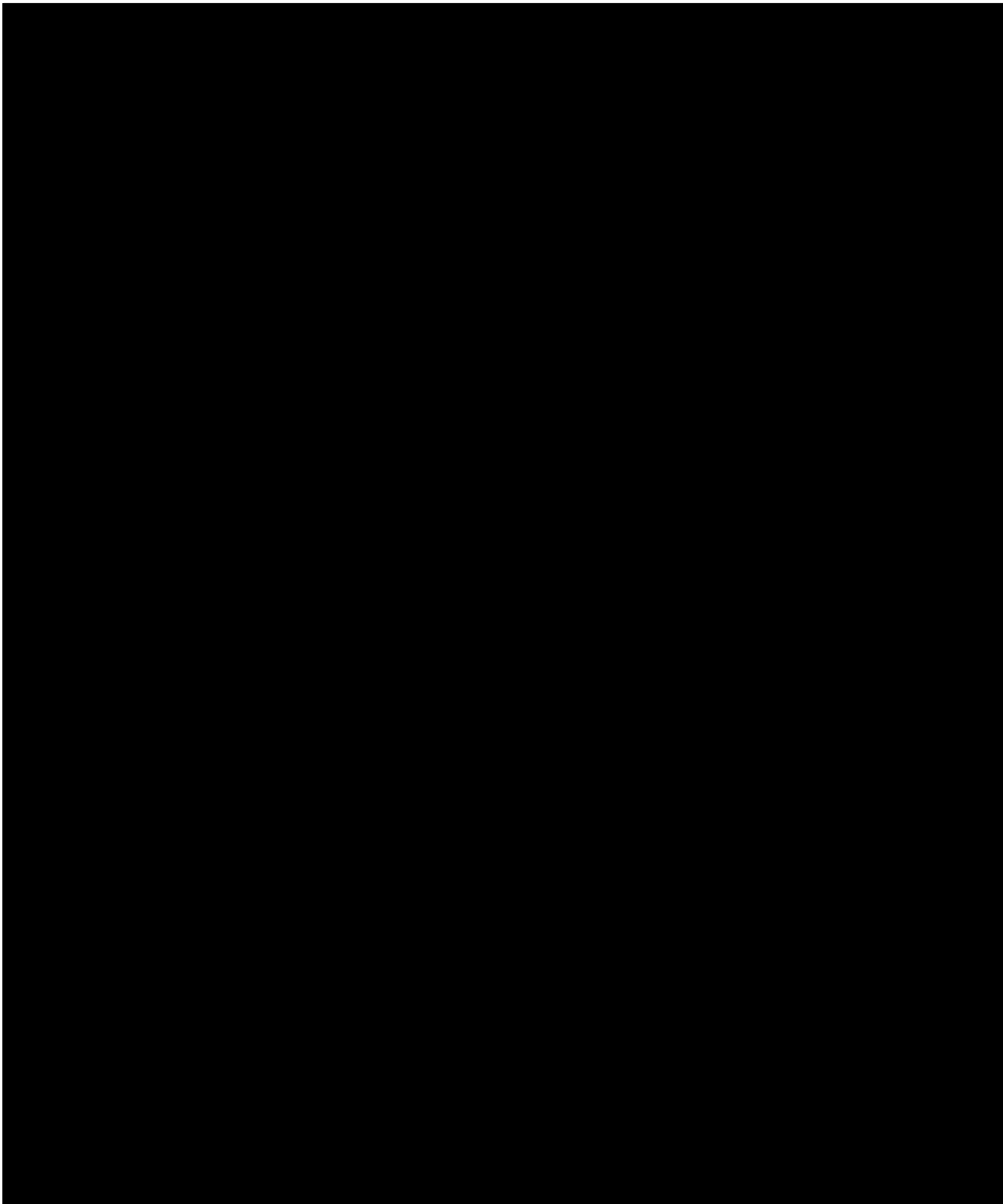


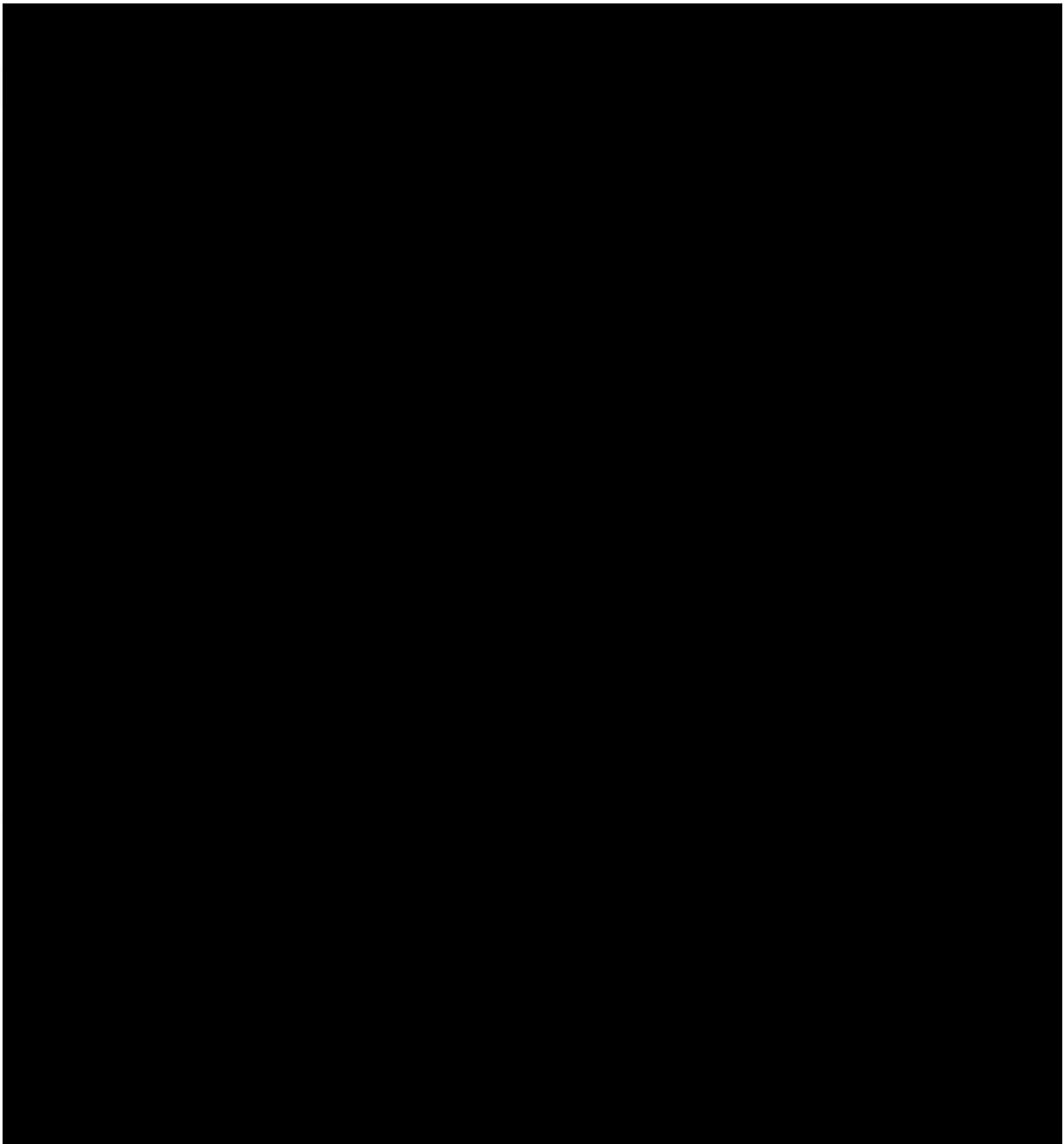






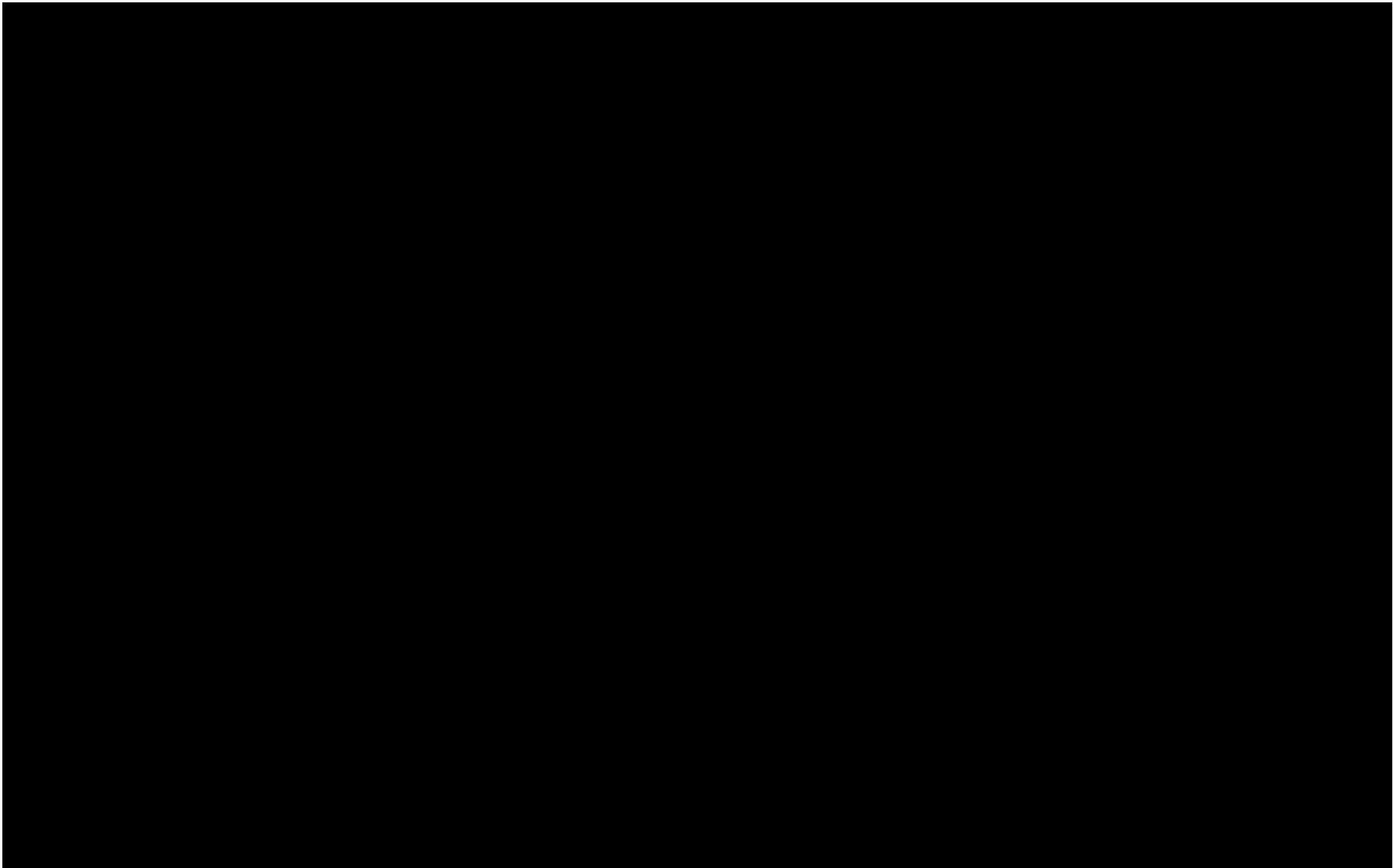


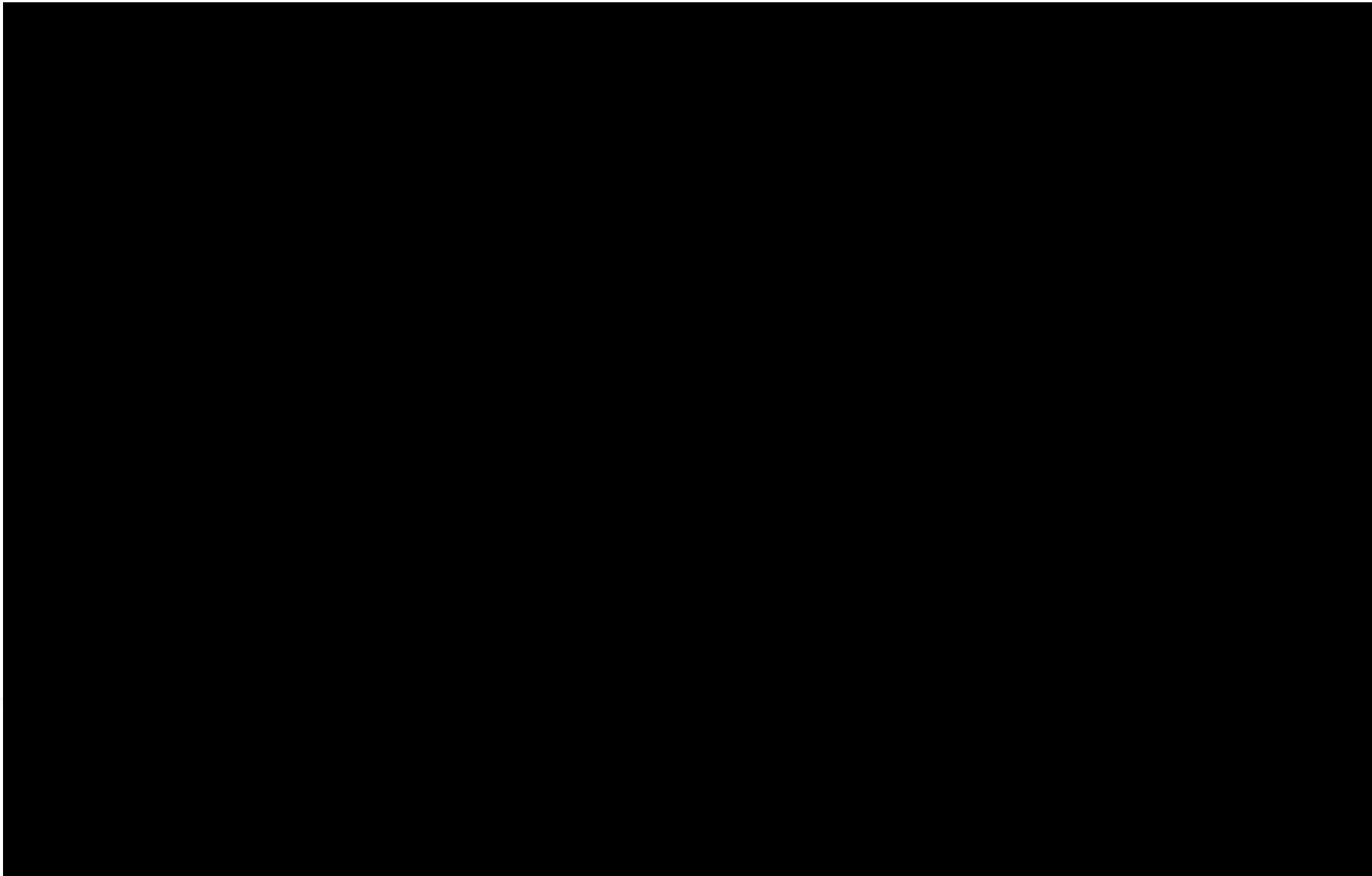


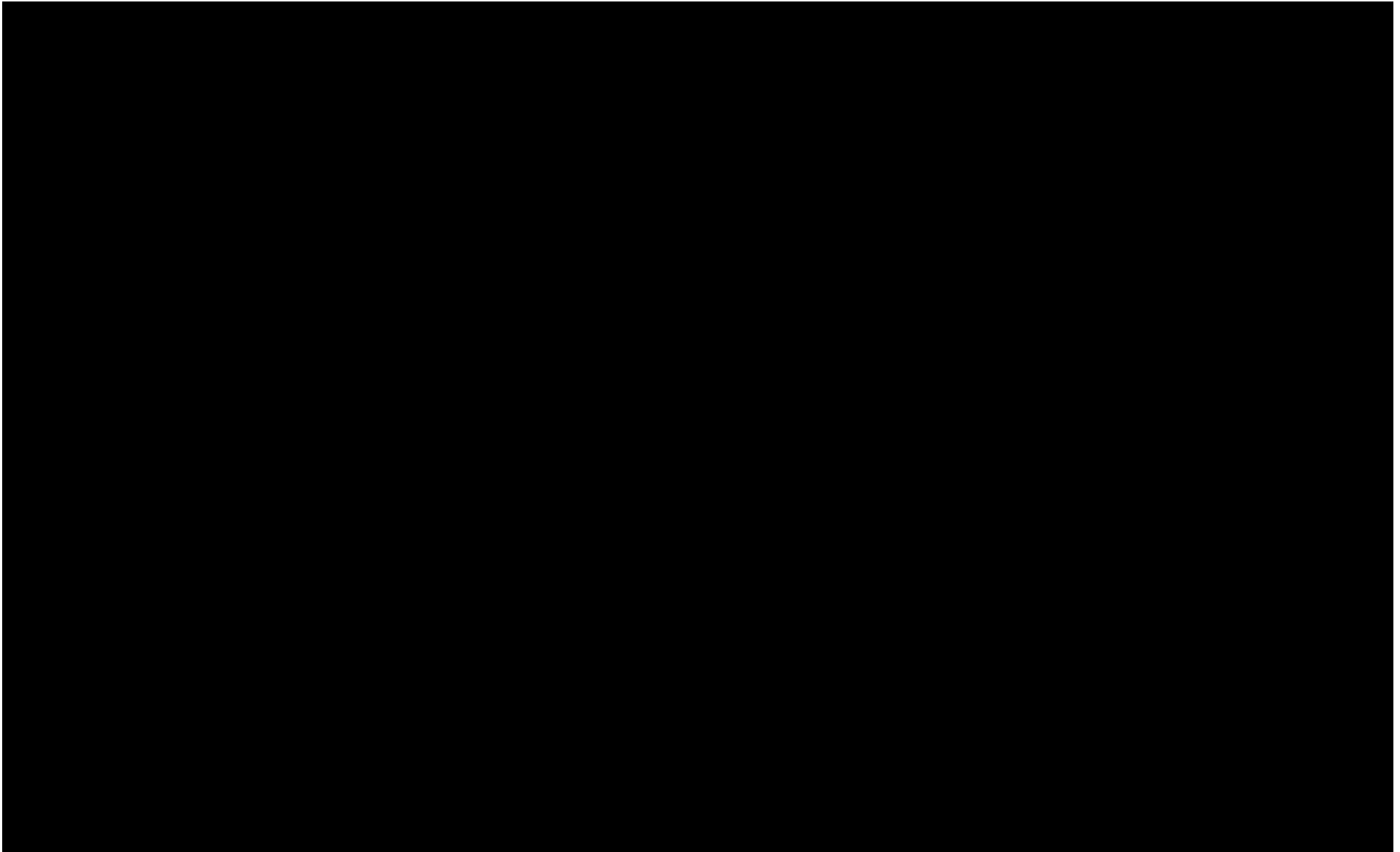


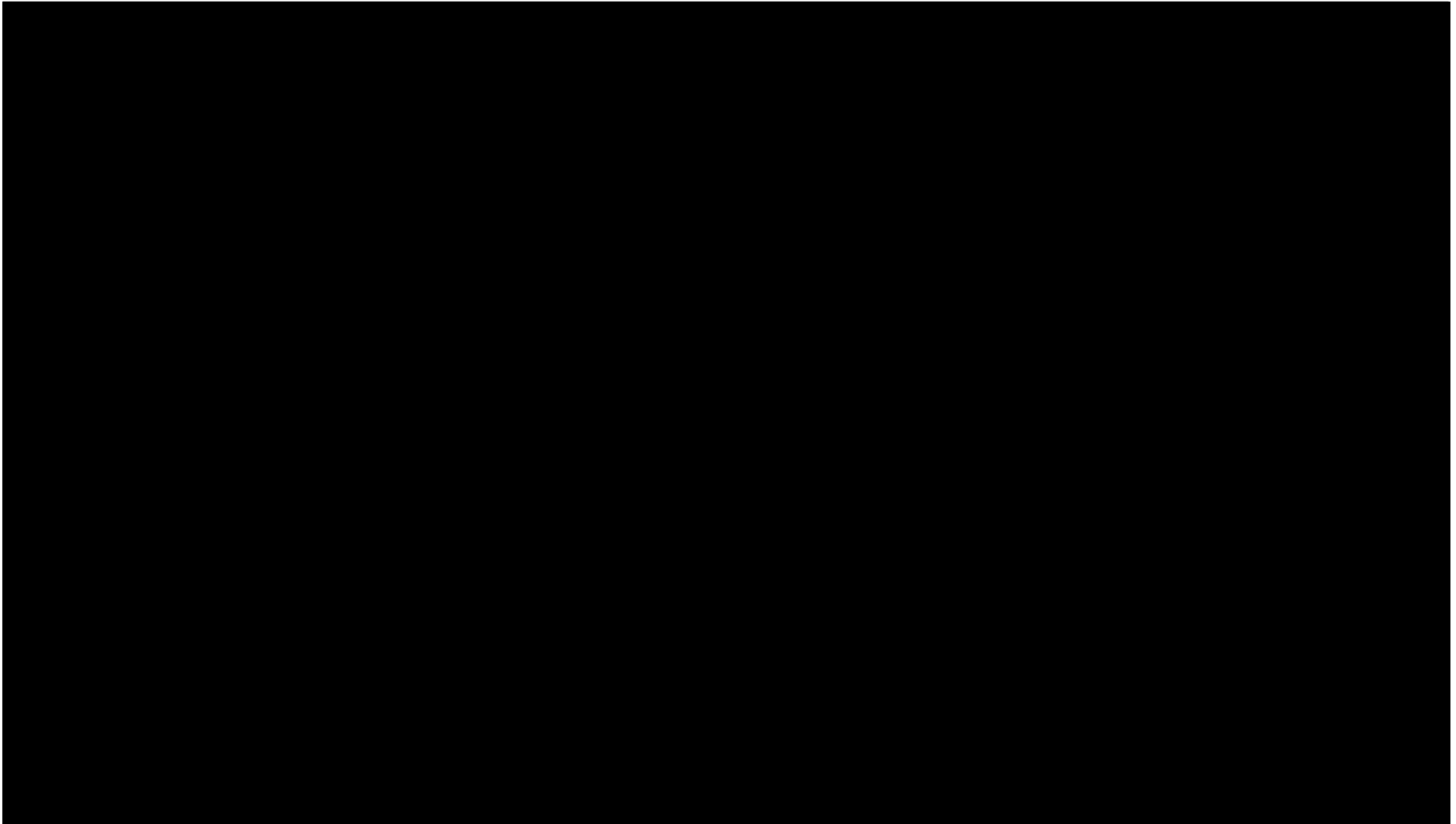
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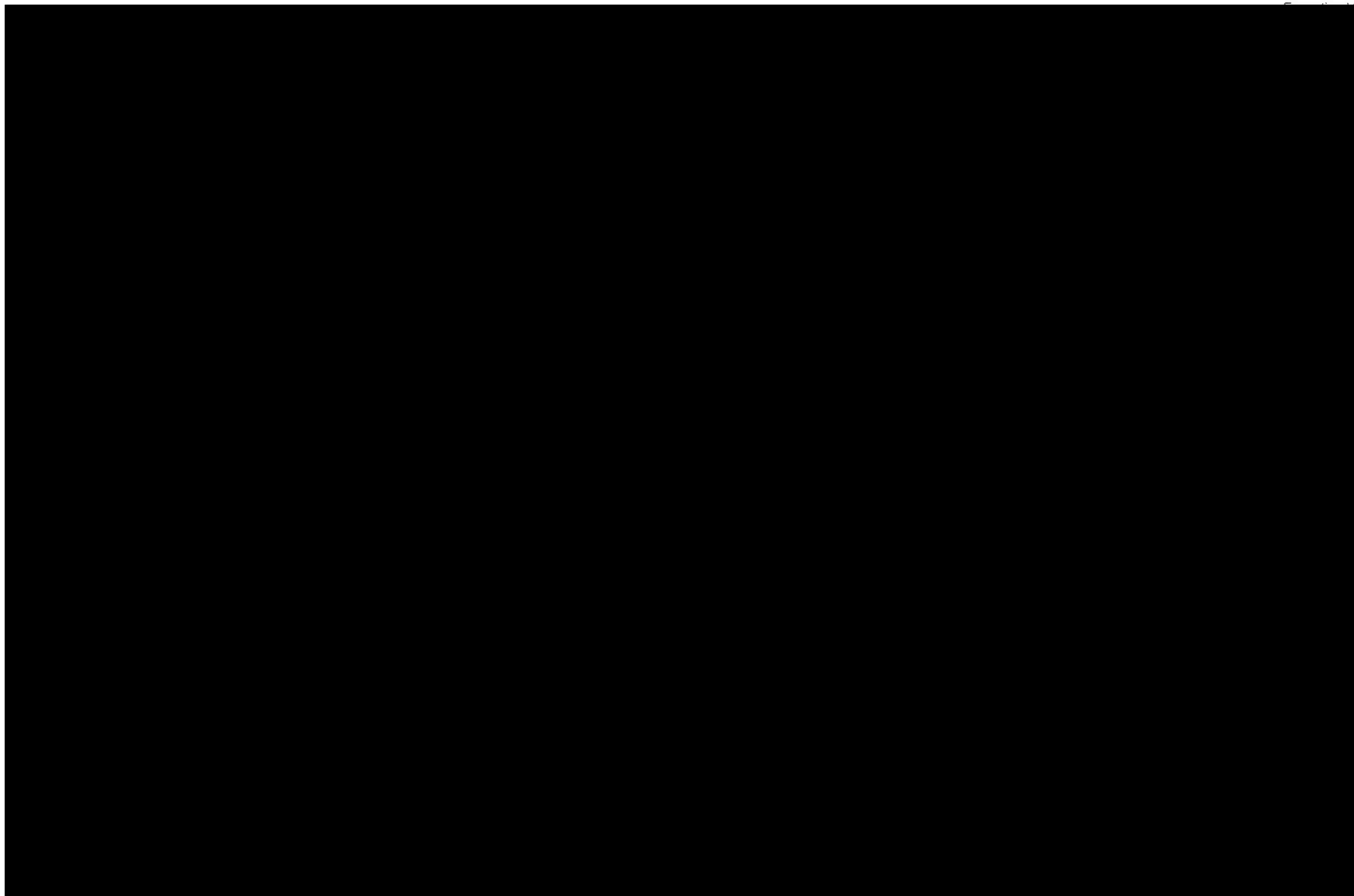
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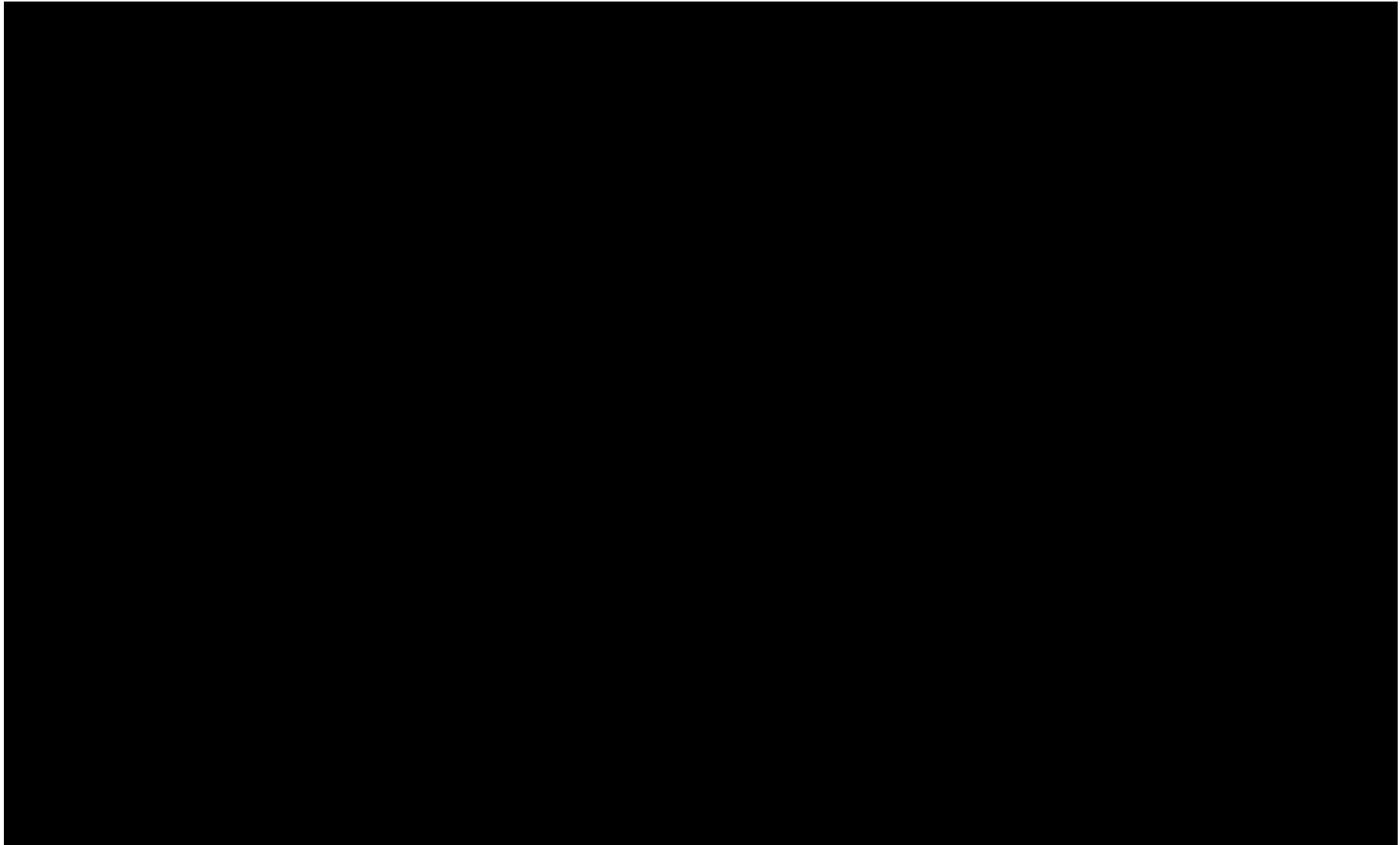


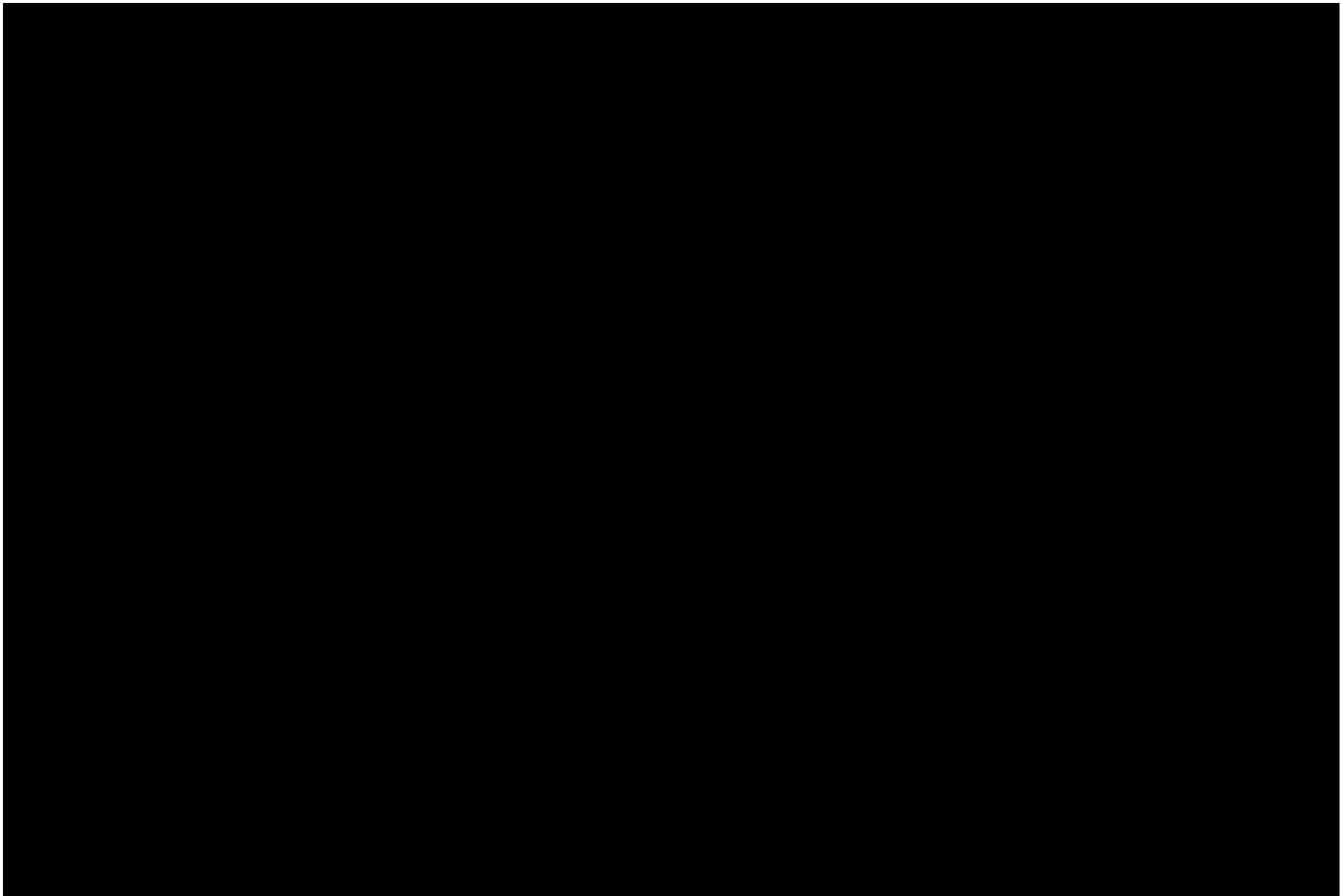


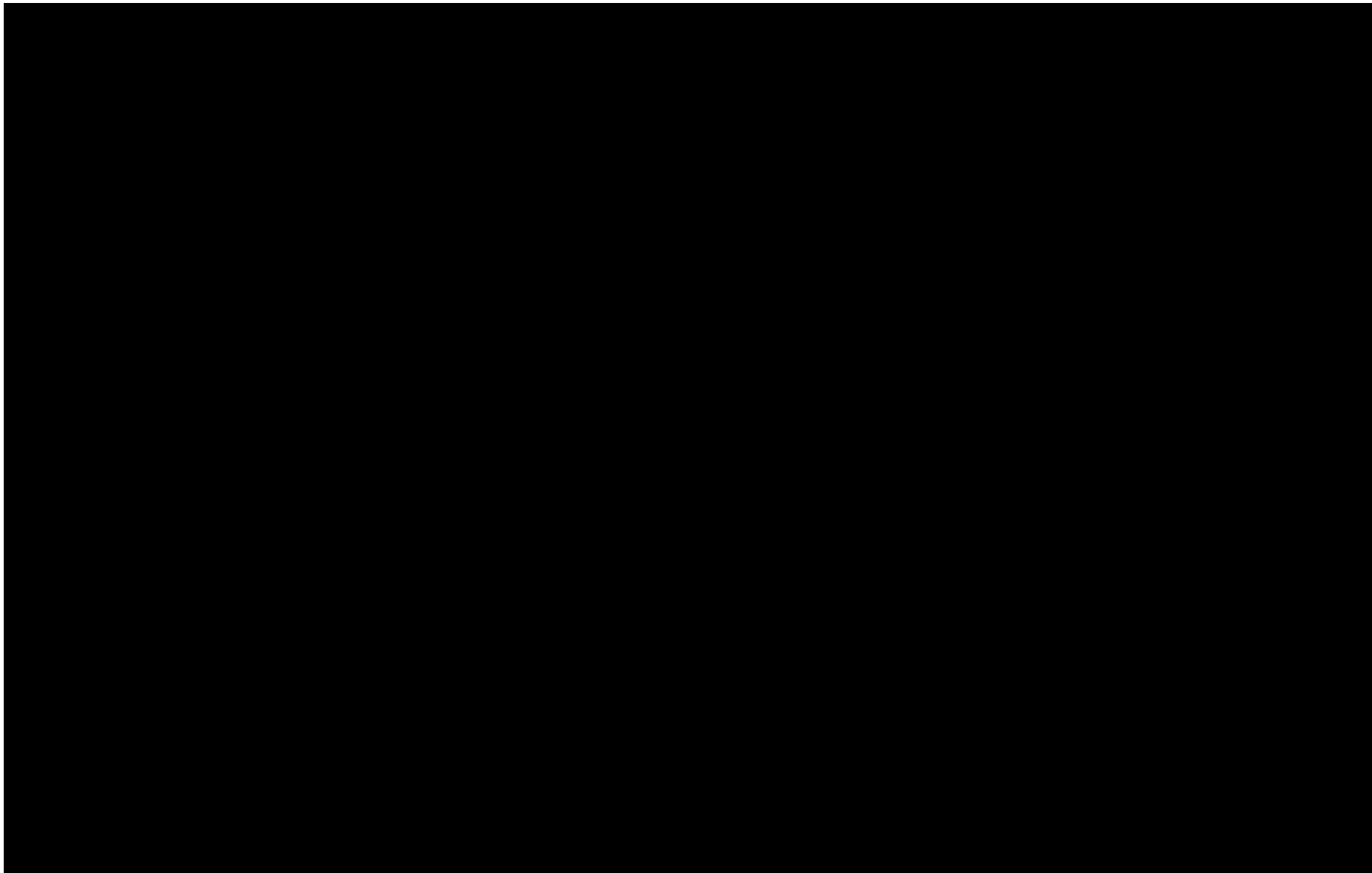


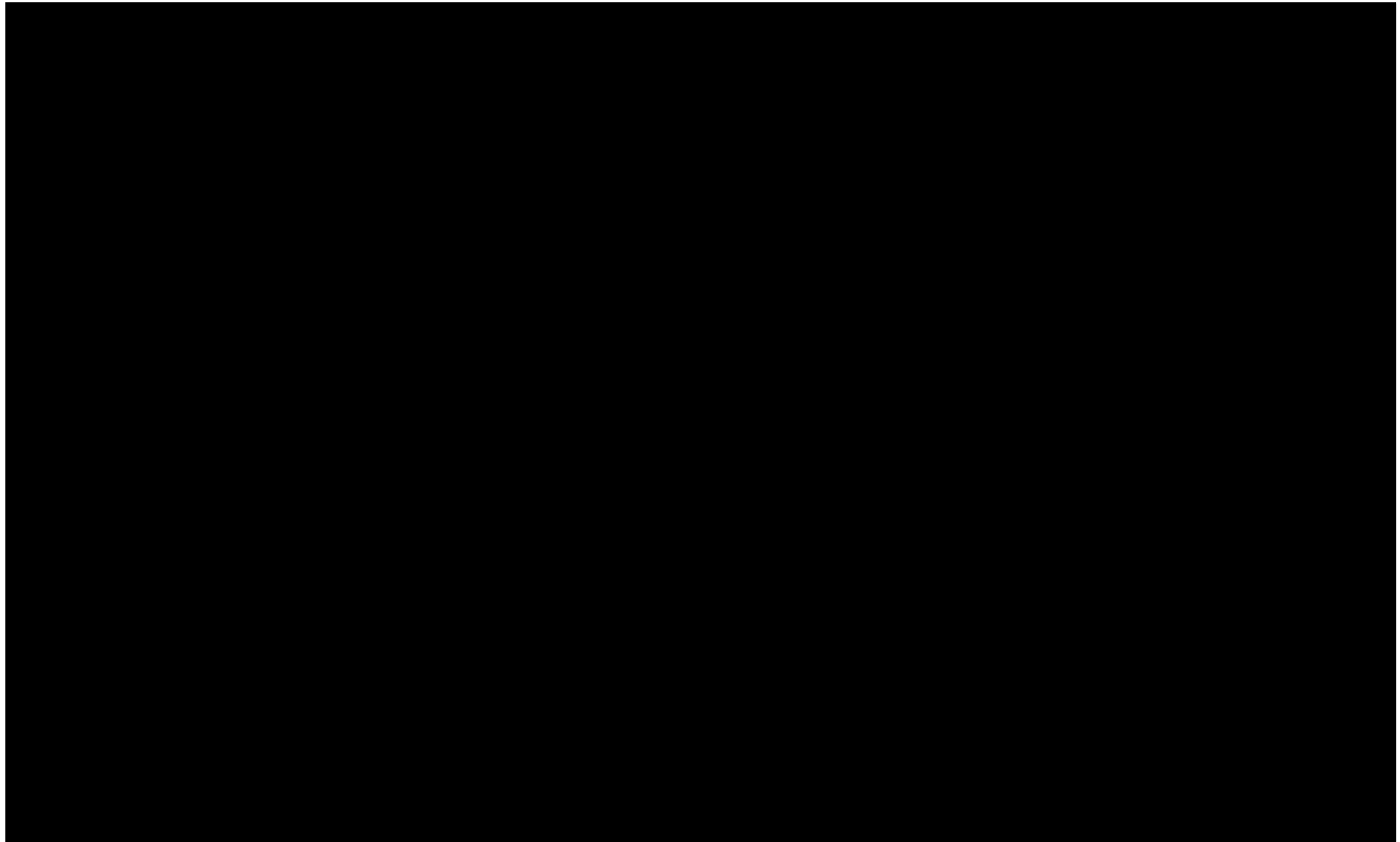


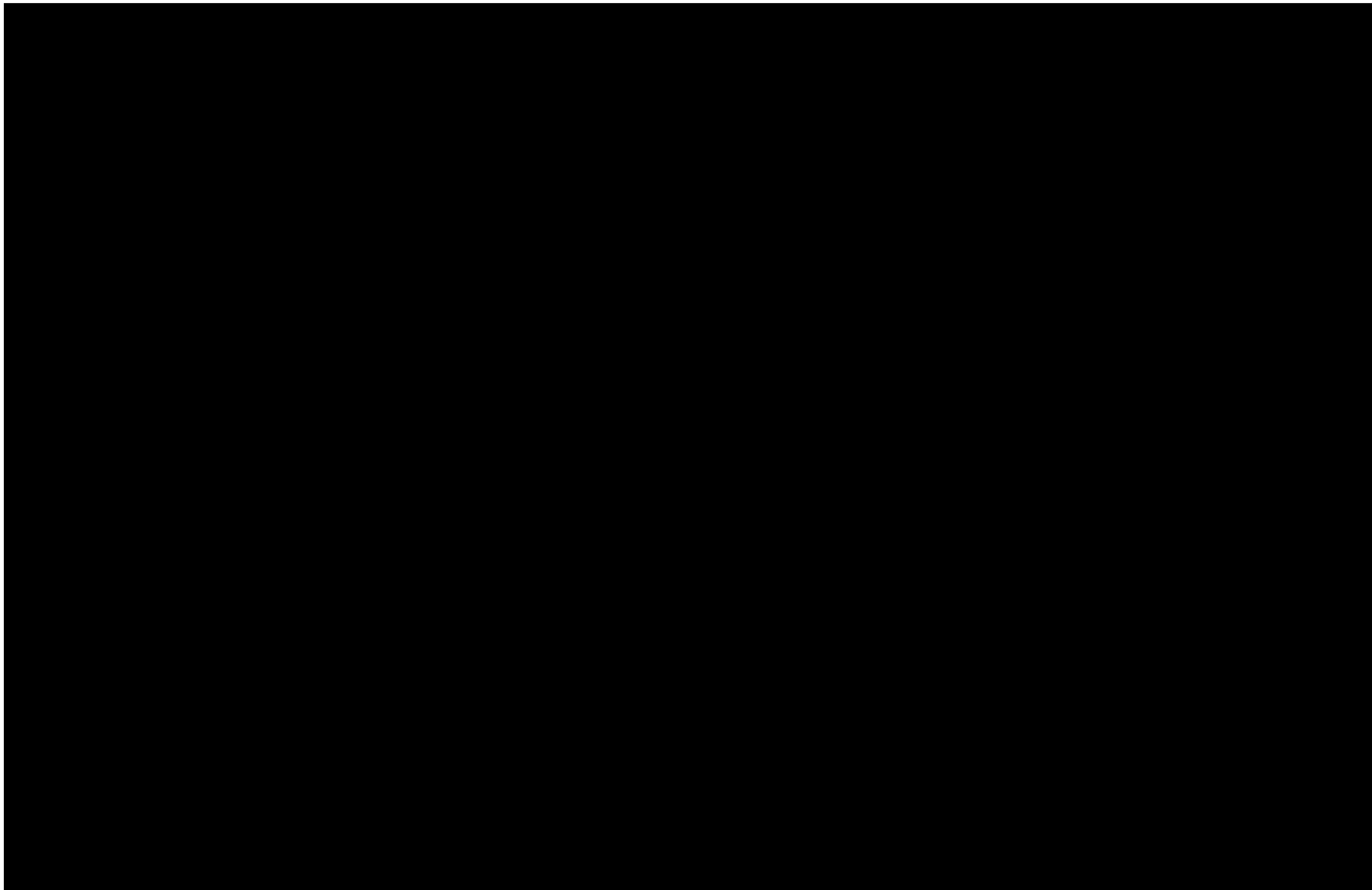


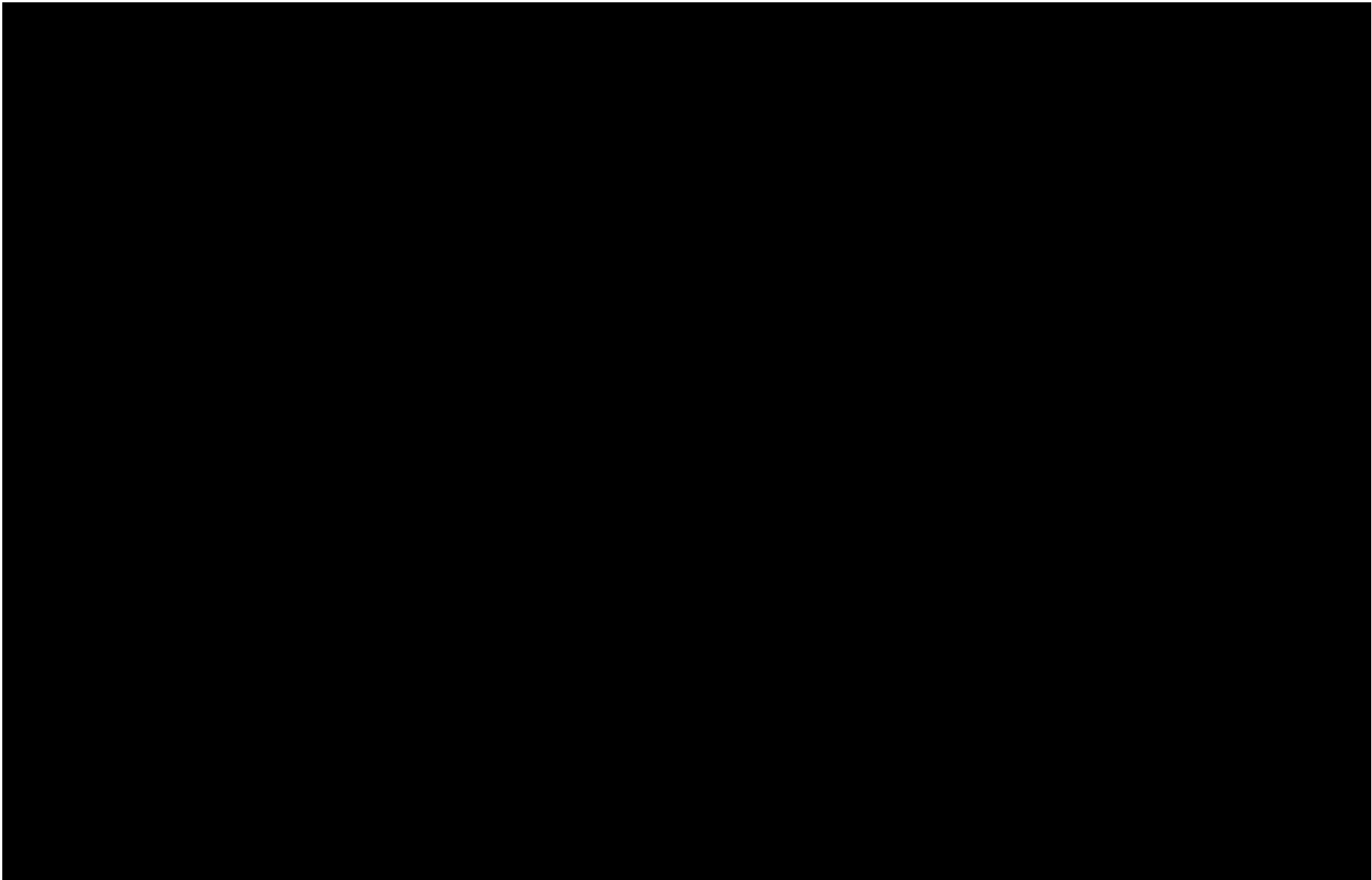


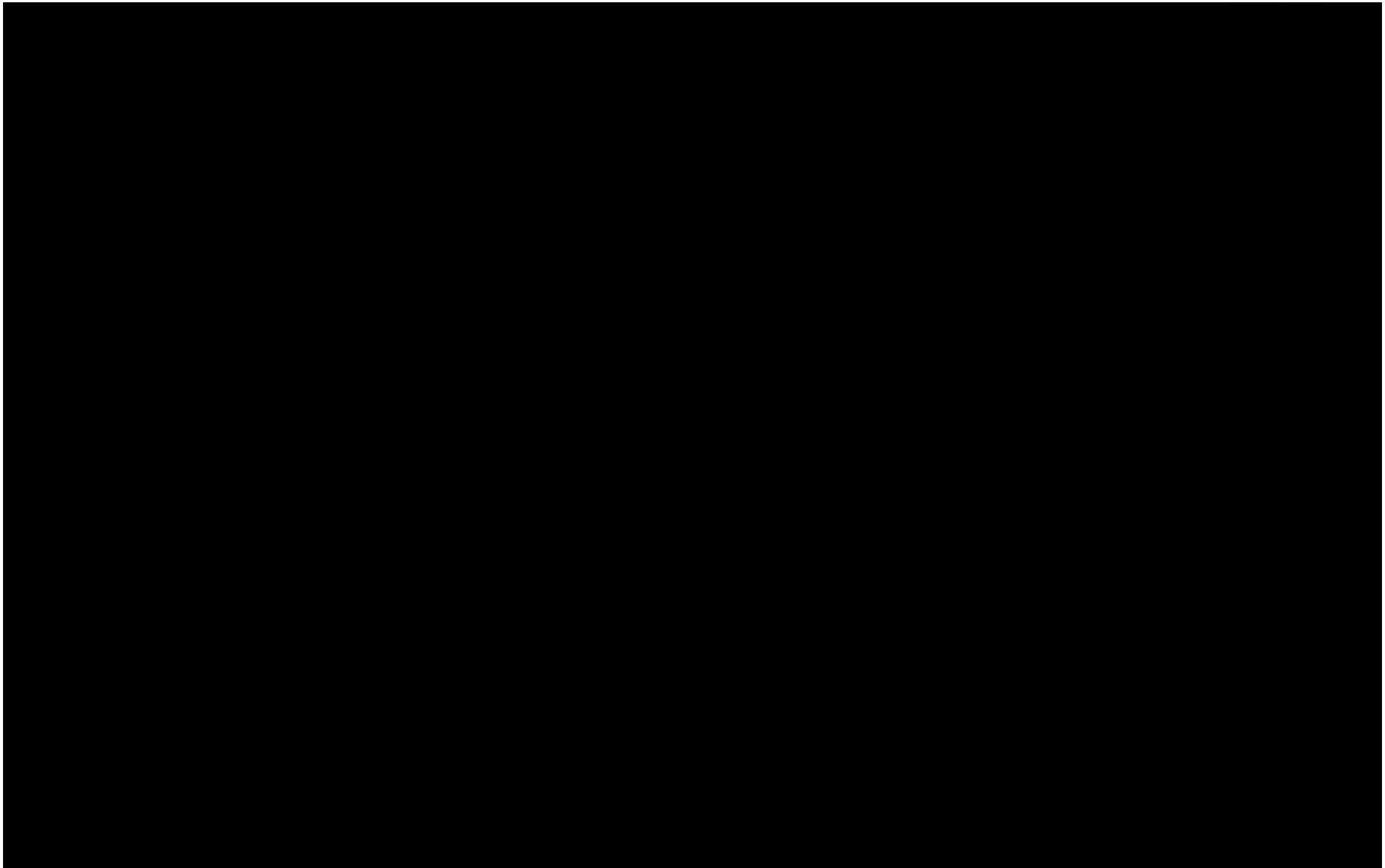


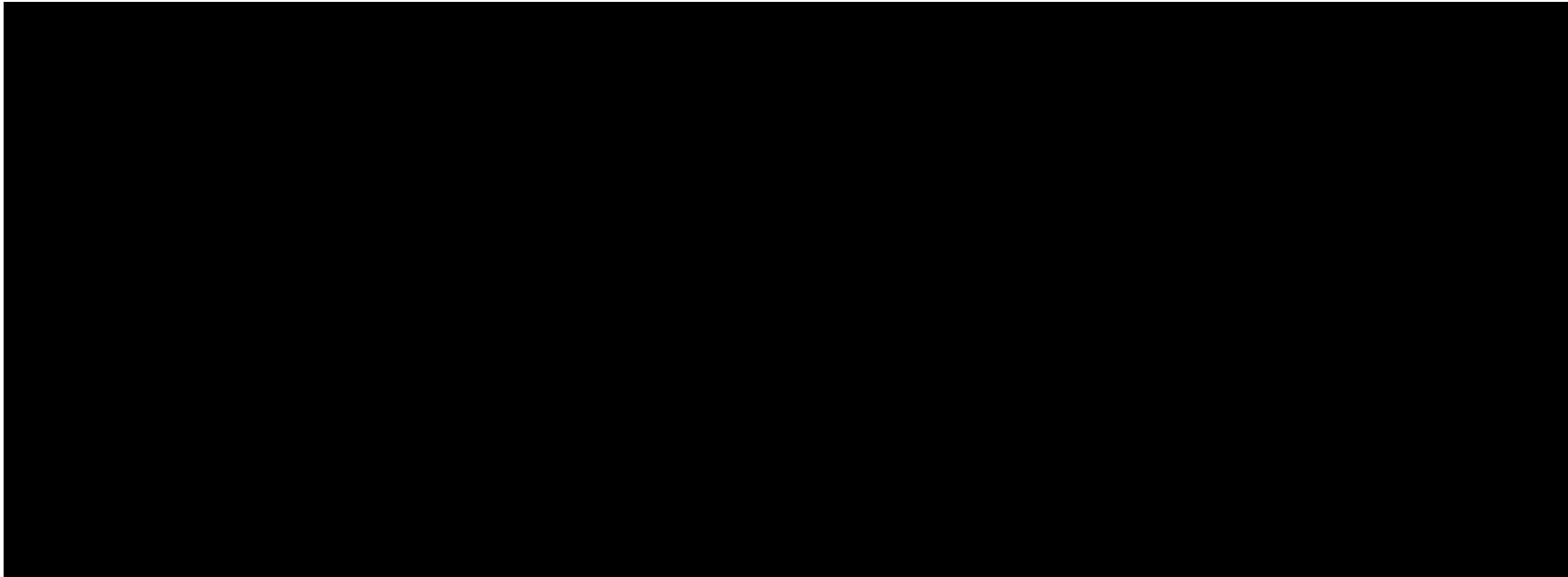




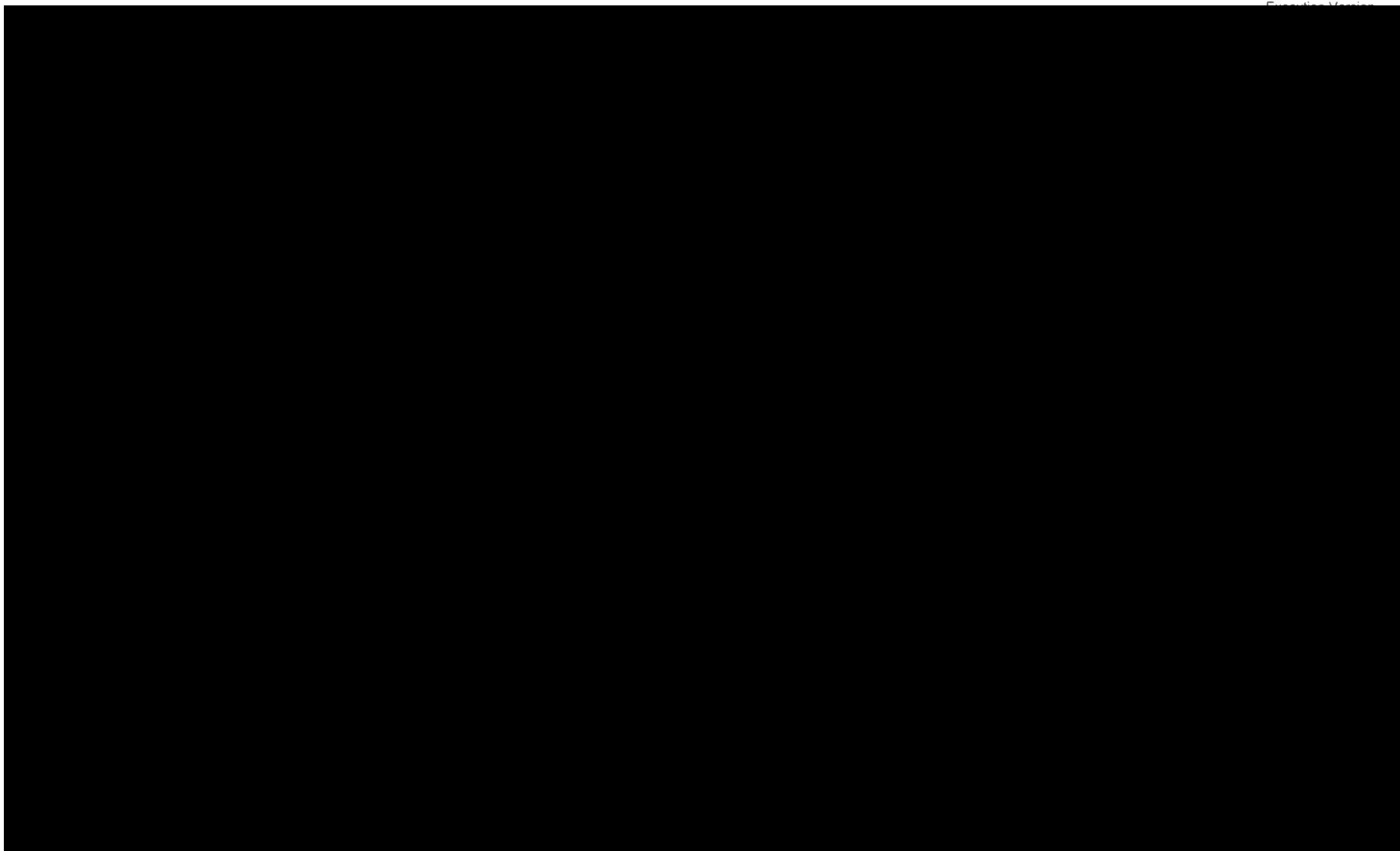


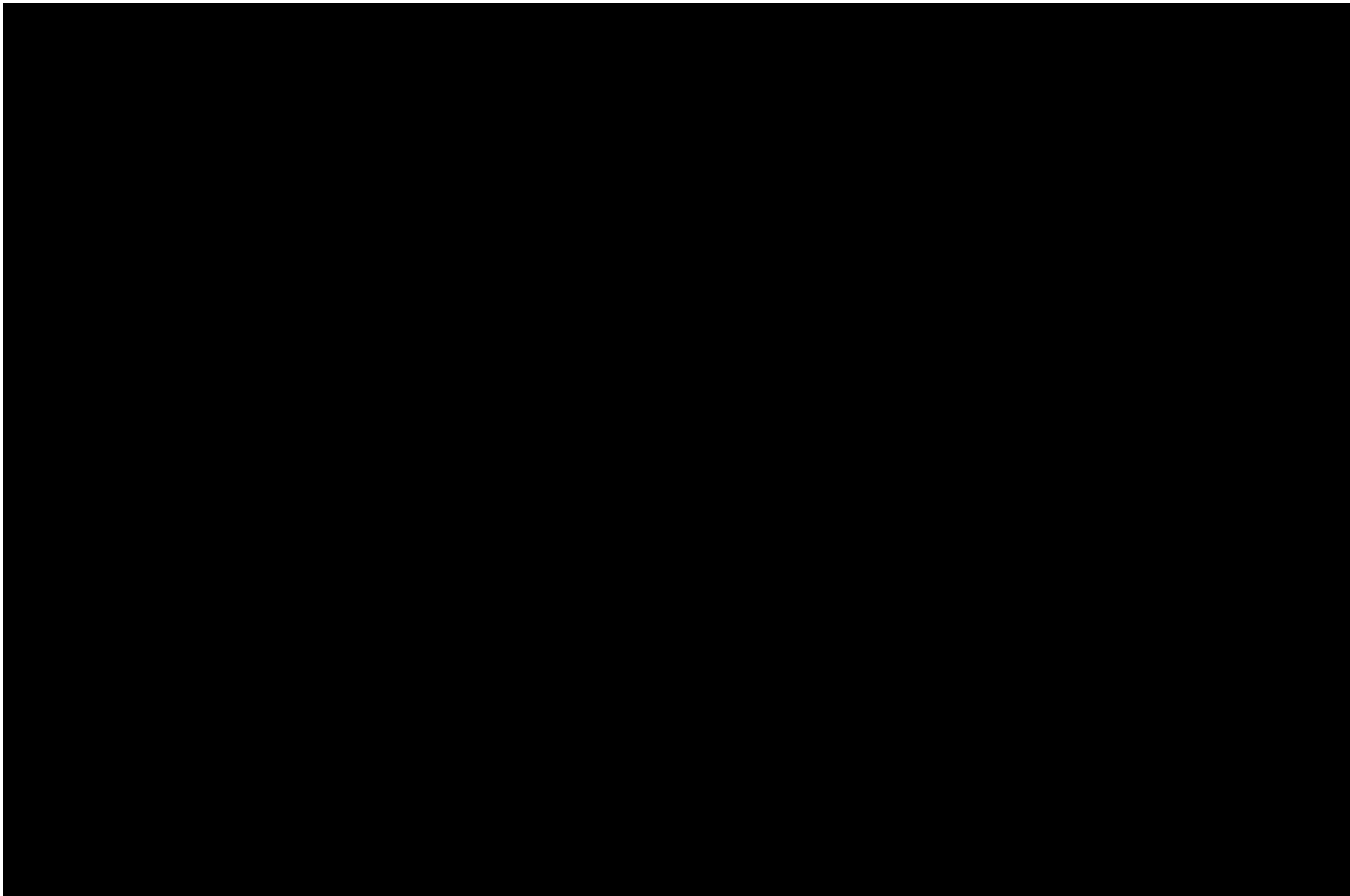






on





Annexure C – Form of Invoice

The monthly invoice must set out the following items:

| | |
|-----------------|--|
| Date | |
| Operating Month | |

Service Payment

$$SP_m = AIAF_m + ILCC_m - AD_m - TD_m - SQD_m - AFD_m - RD_m + CSP_m + AMA_m + FRA_m + ECIP_m + IMAP$$

| | | | | |
|--|------|------------|--|-----------------|
| Service Payment (A)+(B)+(C)+(D)+(E)+(F)+(G)+(H)+(I)+(J)+(K) +(L) | (\$) | $SP_m =$ | | Cross-reference |
| Adjusted Indexed Availability Fee | (\$) | $AIAF_m =$ | | (A) |
| Indexed Lifecycle Component | (\$) | $ILCC_m =$ | | (B) |
| Availability Deduction | (\$) | $AD_m =$ | | (C) |
| Timeliness Deduction | (\$) | $TD_m =$ | | (D) |
| Service Quality Deduction (Equals zero if not at the last Operating Month of an Operating Quarter) | (\$) | $SQD_m =$ | | (E) |
| Asset Functionality Deduction (Equals zero if not at the last Operating Month of an Operating Quarter) | (\$) | $AFD_m =$ | | (F) |
| Reporting Deduction (Equals zero if not at the last Operating Month of an Operating Quarter) | (\$) | $RFD_m =$ | | (G) |
| Customer Satisfaction Payment | (4) | $CSP_m =$ | | (H) |
| Asset Management Adjustment | (\$) | $AMA_m =$ | | (I) |
| Floating Rate Amount | (\$) | $FRA_m =$ | | (J) |
| Electricity Compliance Incentive Payment | (\$) | $ECIP_m =$ | | (K) |
| Indexed Initial Month Adjustment Payment | (\$) | $IMAP =$ | | (N) |

(A) Adjusted Indexed Availability Fee

$$AIAF_m = \frac{(n_m \times IAF_y + n_m^{start} \times LSLA_y^{start} + n_m^{end} \times LSLA_y^{end})}{n_y} + \sum_{month} SSLA_d + SLATP_m$$

| | | | | |
|---|------|--------------------|--|-----------------|
| Adjusted Indexed Availability Fee | (\$) | $AIAF_m =$ | | Cross-reference |
| Indexed Availability Fee | (\$) | $IAF_y =$ | | (A1) |
| Long Term Service Level Adjustment Amount at the start of the Operating Month | (\$) | $LSLA_y^{start} =$ | | (A2) = (A2.7) |

| | | | | |
|--|--------|-------------------------|--|-----------------|
| the number of days in the relevant Operating Month that the $LSLA_y^{start}$ applied | (Days) | $n_m^{start} =$ | | (A3) |
| Long Term Service Level Adjustment Amount at the end of the Operating Month | (\$) | $LSLA_y^{end} =$ | | (A4) = (A4.7) |
| the number of days in the relevant Operating Month that the $LSLA_y^{end}$ applied | (Days) | $n_m^{end} =$ | | (A5) |
| Number of days in the relevant Annualised Operating Year | (Days) | $n_y =$ | | (A6) |
| The sum across all days in the month of any Short Term Service Level Adjustment Amounts $\sum_{month} SSLA_d$ | (\$) | $\sum_{month} SSLA_d =$ | | (A7) = (A7.7.1) |
| The Service Level Adjustment Threshold Payment in the relevant Operating Month | \$ | $SLATP_m$ | | (A8) = (A8.3) |

(A2) Long Term Service Level Adjustment Amounts at the start of the Operating Month

$$LSLA_y^{start} = ILMP_{km} \times (RSK_y - BSK_y) + ILMP_{hr} \times (ROH_y - BOH_y)$$

| Term | Indexed Long Term Marginal Price per Service Kilometre | Required Service Kilometres following adjustment | Base Service Kilometres | Indexed Long Term Marginal Price per Operating Hour | Required Operating Hours following adjustment | Base Operating Hours | Long Term Service Level Adjustment Amount |
|-----------------|--|--|-------------------------|---|---|----------------------|---|
| | (\$) | (Km) | (Km) | (\$) | (Hours) | (Hours) | (\$) |
| | $ILMP_{km}$ | RSK_y | BSK_y | $ILMP_{hr}$ | ROH_y | BOH_y | $LSLA_y$ |
| Cross-reference | (A2.1) | (A2.2) | (A2.3) | (A2.4) | (A2.5) | (A2.6) | (A2.7) |
| Value | | | | | | | |

(A4) Long Term Service Level Adjustment Amounts at the end of the Operating Month

$$LSLA_y^{end} = ILMP_{km} \times (RSK_y - BSK_y) + ILMP_{hr} \times (ROH_y - BOH_y)$$

| Term | Indexed Long Term Marginal Price per Service Kilometre | Required Service Kilometres following adjustment | Base Service Kilometres | Indexed Long Term Marginal Price per Operating Hour | Required Operating Hours following adjustment | Base Operating Hours | Long Term Service Level Adjustment Amounts |
|-----------------|--|--|-------------------------|---|---|----------------------|--|
| | (\$) | (Km) | (Km) | (\$) | (Hours) | (Hours) | (\$) |
| | $ILMP_{km}$ | RSK_y | BSK_y | $ILMP_{hr}$ | ROH_y | BOH_y | $LSLA_y$ |
| Cross-reference | (A4.1) | (A4.2) | (A4.3) | (A4.4) | (A4.5) | (A4.6) | (A4.7) |
| Value | | | | | | | |

(A7) Short Term Service Level Adjustment Amounts

$$SSLA_d = ISMP_{km} \times (RSK_d - BSK_d) + ISMP_{hr} \times (ROH_d - BOH_d)$$

| Term | Application date | Indexed Short Term Marginal Price per Service Kilometre | Required Service Kilometres following adjustment | Base Service Kilometres scheduled for that day | Indexed Short Term Marginal Price per Operating Hour | Required Operating Hours following adjustment | Base Operating Hours for the day | Short Term Service Level Adjustment Amounts |
|---|------------------|---|--|--|--|---|----------------------------------|---|
| | | (\$) | (Km) | (Km) | (\$) | (Hours) | (Hours) | (\$) |
| | | $ISMP_{km}$ | RSK_d | BSK_d | $ISMP_{hr}$ | ROH_d | BOH_d | $SSLA_d$ |
| | | (A7.1) | (A7.2) | (A7.3) | (A7.4) | (A7.5) | (A7.6) | (A7.7) |
| Short Term Adjustment 1 | dd/mm/20yy | | | | | | | |
| Short Term Adjustment 2 | dd/mm/20yy | | | | | | | |
| Short Term Adjustment x | dd/mm/20yy | | | | | | | |
| $\sum_{d=1}^{31} SSLA_d$ = (A7.7.1) | | | | | | | | |

Note: Lines should be added to the above table in order to capture any Short Term Service Level Adjustment Amounts to be applied across the month.

(A8) Service Level Adjustment Threshold Payment

$$SLATP_m = SLATPT_m \times ISLATP$$

| Term | Service Level Adjustment Threshold Payment Trigger | Indexed Service Level Adjustment Threshold Payment Amount | Service Level Adjustment Threshold Payment |
|-----------------|--|---|--|
| | (%) | (\$) | (\$) |
| | $SLATPT_m$ | $ISLATP$ | $SLATP_m$ |
| Cross-reference | (A8.1) | (A8.2) | (A8.3) |
| Value | | | |

(B) Indexed Lifecycle Component

$$ILCC_m = \frac{ILCC_y}{12}$$

| | |
|-----------------------------|---|
| Indexed Lifecycle Component | Indexed Lifecycle Component for the Operating Month |
| (\$) | (\$) |
| $ILCC_y$ | $ILCC_m$ |
| (B.1) | (B.2) |
| | |

(C) Availability Deduction

$$AD_m = \left(AD_m^{MT} + \sum_m AD_d^{PC} \right) \times BIF_m$$

| | | | | |
|--|------|----------------------|--|-----------------|
| Availability Deduction | (\$) | $AD_m =$ | | Cross-reference |
| Availability Deduction for Missed Trains | (\$) | $AD_m^{MT} =$ | | (C1) |
| Sum of the Availability Deduction for Platform Closures across all days in the month | (\$) | $\sum_m AD_d^{PC} =$ | | (C2) = (L3.1) |
| Bedding In Factor applicable to the month | (%) | $BIF_m =$ | | (C3) |

(C1) Availability Deduction for Missed Trains

$$AD_m^{MT} = \left(\sum_m MTS_d^{excess} + MTS_m \right) \times TSD \times ICPI_q$$

| | | | | |
|---|-------------------------|---------------------------|--|--|
| Availability Deduction for Missed Trains | (\$) | $AD_m^{MT} =$ | | Cross-reference |
| The sum of MTS_d^{excess} excess for all days in the relevant month | (Missed Train Services) | $\sum_m MTS_d^{excess} =$ | | (C1.1) = (L6.1) |
| Missed Train Services above the monthly tolerance (Excluding Missed Train Services incurred above the Daily Missed Train Tolerance) | (Missed Train Services) | $MTS_m =$ | | (C1.2) = (L4.1) - (C1.1) - (C1.3) (but not less than zero) |
| Monthly Missed Train Tolerance, being 0.5% of the number of Required Train Services in that month | (Missed Train Services) | / | | (C1.3) |
| Train Service Deduction | (\$) | $TSD =$ | | (C1.4) |
| CPI Indexation Factor for the relevant Operating Quarter q | (%) | $ICPI_q =$ | | (C1.5) |

(E) Service Quality Deduction (Quarterly)

$$SQD_q = WSQDP_q \times \left(IMD_y \times \frac{n_q}{n_y} \right)$$

| | | | | |
|---|--------|-------------|--|-----------------|
| Service Quality Deduction | (\$) | $SQD_q =$ | | Cross-reference |
| Weighted Service Quality Deduction Percentage | % | $WSQDP_q =$ | | (E1) |
| Annual Indexed Maximum Deduction for Service Quality, Asset Functionality and Reporting | (\$) | $IMD_y =$ | | (E2) |
| The number of days in the relevant Operating Quarter | (Days) | $n_q =$ | | (E3) |
| The number of days in the Annualised Operating Year relevant to the first calendar month which falls (as a whole or in part) within the Operating Quarter | (Days) | $n_y =$ | | (E4) |

(E1) Weighted Service Quality Deduction Percentage

$$WSQDP_q = \left(\sum_i (SQDP_q^i \times w^{SQ}) \right) \times \frac{(10 + \sum SF_q^i)}{10}$$

Cross-reference

| | | | | |
|---|----------|-------------------------------------|--|---|
| Weighted Service Quality Deduction Percentage | (%) | $WSQDP_q =$ | | (E1) = (E1.1) x (E1.3) |
| / | (%) | $\sum_i (SQDP_q^i \times w^{SQ}) =$ | | (E1.1) = (E1.7.1) |
| Sum of Service Failure Points | (number) | $\sum SF_q^i =$ | | (E1.2) = (E1.8.1) + (F1.8.1) + (G1.8.1) |
| / | (number) | $\frac{(10 + \sum SF_q^i)}{10} =$ | | (E1.3) |

| KPI No. | Service Quality KPI | Service Quality KPI Score SQS_q^i | Service Quality KPI Weighting w^{SQ} | Service Quality KPI Deduction Percentage $SQDP_q^i$ | $SQDP_q^i \times w^{SQ}$ | Service Failure 1 = yes 0 = no |
|-----------------|--|--|---|--|--------------------------|--------------------------------------|
| | | (%) | (%) | (%) | (%) | (number) |
| Cross-reference | | (E1.4) | (E1.5) | (E1.6) | (E1.7) = (E1.5) x (E1.6) | (E1.8) |
| 1 | Train cleanliness, condition and Graffiti | | 15% | | | |
| 2 | Station and Station Precinct cleanliness, condition and Graffiti | | 5% | | | |
| 3 | Rail Corridor condition and Graffiti | | 5% | | | |
| 4 | Customer information during service disruption | | 5% | | | |
| 5 | Gate management | | 5% | | | |
| 6 | Customer satisfaction survey | | 15% | | | n/a |
| 7 | Complaints management | | 5% | | | n/a |
| TOTAL | | | 55% | | | |

$$\sum_i (SQDP_q^i \times w^{SQ})$$

(E1.7.1)

$$\sum_{\text{Service Quality KPIs}} SF_q^i$$

(E1.8.1)

(F) Asset Functionality Deduction (Quarterly)

$$AFD_q = WAFDP_q \times \left(IMD_y \times \frac{n_q}{n_y} \right)$$

| | | | | |
|---|--------|-------------|--|-----------------|
| Asset Functionality Deduction | (\$) | $AFD_q =$ | | Cross-reference |
| Weighted Asset Functionality Deduction Percentage | (%) | $WAFDP_q =$ | | (F1) |
| Annual Indexed Maximum Deduction for Service Quality, Asset Functionality and Reporting | (\$) | $IMD_y =$ | | (F2) |
| Number of days in the relevant Operating Quarter | (Days) | $n_q =$ | | (F3) |
| Number of days in the Annualised Operating Year relevant to the first calendar month which falls (as a whole or in part) within the Operating Quarter | (Days) | $n_y =$ | | (F4) |

(F1) Weighted Asset Functionality Deduction Percentage

$$WAFDP_q = \left(\sum_i (AFDP_q^i \times w^{AF}) \right) \times \frac{(10 + \sum SF_q^i)}{10}$$

| | | | | |
|---|----------|-------------------------------------|--|--|
| | | | | Cross-reference |
| Weighted Asset Functionality Deduction Percentage | (%) | $WAFDP_q =$ | | (F1) = (F1.1) x (F1.3) |
| / | (%) | $\sum_i (AFDP_q^i \times w^{AF}) =$ | | (F1.1) = (F1.7.1) |
| Sum of Service Failure Points | (number) | $\sum SF_q^i =$ | | (F1.2) = (E.1.8.1) + (F.1.8.1) + (G.1.8.1) |
| / | (number) | $\frac{(10 + \sum SF_q^i)}{10} =$ | | (F1.3) |

| KPI No. | Asset Functionality KPI | Asset Functionality KPI Score AFS_q^i | Asset Functionality KPI Weighting w^{AF} | Asset Functionality KPI Deduction Percentage $AFDP_q^i$ | $AFDP_q^i \times w^{AF}$ | Service Failure 1 = yes 0 = no |
|------------------|-------------------------|---|--|---|--------------------------|--------------------------------------|
| | | (%) | (%) | (%) | (%) | (number) |
| Cross-reference: | | (F1.4) | (F1.5) | (F1.6) | (F1.7) = (F1.5) x (F1.6) | (F1.8) |
| 8 | On-train temperature | | 10% | | | |
| 9 | Station temperature | | 5% | | | |

| | | | | | | |
|----|---------------------------|--|------------|--|--|--|
| 10 | Lift and escalator access | | 10% | | | |
| 11 | Other Assets availability | | 10% | | | |
| | TOTAL | | 35% | | | |

$$\sum_i (AFDP_q^i \times w^{AF}) \quad \sum SF_q^i$$

(F1.7.1) *Asset Functionality KPIs* (F.1.8.1)

(G) Reporting Deduction (Quarterly)

$$RD_q = WRDP_q \times \left(IMD_y \times \frac{n_q}{n_y} \right)$$

| | | | | |
|---|--------|------------|--|-----------------|
| Reporting Deduction | (\$) | $RD_q =$ | | Cross-reference |
| Weighted Reporting Deduction Percentage | % | $WRDP_q =$ | | (G1) |
| Annual Indexed Maximum Deduction for Service Quality, Asset Functionality and Reporting | (\$) | $IMD_y =$ | | (G2) |
| The number of days in the relevant Operating Quarter | (Days) | $n_q =$ | | (G3) |
| The number of days in the Annualised Operating Year relevant to the first calendar month which falls (as a whole or in part) within the Operating Quarter | (Days) | $n_y =$ | | (G4) |

(G1) Weighted Reporting Deduction Percentage

$$WRDP_q = \left(\sum_i (RDP_q^i \times w^R) \right) \times \frac{(10 + \sum SF_q^i)}{10}$$

| | | | | |
|---|----------|-----------------------------------|--|--|
| | | | | Cross-reference |
| Weighted Reporting Deduction Percentage | (%) | $WRDP_q =$ | | (G1) = (G1.1) x (G1.3) |
| / | (%) | $\sum_i (RDP_q^i \times w^R) =$ | | (G1.1) = (G1.7.1) |
| Sum of Service Failure Points | (number) | $\sum SF_q^i =$ | | (G1.2) = (E.1.8.1) + (F.1.8.1) + (G.1.8.1) |
| / | (number) | $\frac{(10 + \sum SF_q^i)}{10} =$ | | (G1.3) |

| KPI No. | Reporting KPI | Reporting KPI Score RS_{ij}^i | Reporting KPI Weighting w^R | Reporting KPI Deduction Percentage RDP_q^i | $RDP_q^i \times w^R$ | Service Failure 1 = yes 0 = no |
|-----------------|----------------------|------------------------------------|----------------------------------|---|--------------------------|--------------------------------------|
| | | (%) | (%) | (%) | (%) | (number) |
| Cross-reference | | (G1.4) | (G1.5) | (G1.6) | (G1.7) = (G1.5) x (G1.6) | (G1.8) |
| 12 | Safety and security | | 5% | | | |
| 13 | Reporting compliance | | 5% | | | n/a |
| | TOTAL | | 10% | | | |

$$\sum_i (RDP_q^i \times w^R)$$

(G1.7.1)

$$\sum SF_q^i$$

Reporting KPIs
(G.1.8.1)

(H) Customer Satisfaction Payment (Quarterly)

| | | | | |
|---|--------|---|--|-----------------|
| Customer Satisfaction Payment | (\$) | $CSP_q =$ | | Cross-reference |
| / | (\$) | $SQPP_q^6 \times \left(IMP_y \times \frac{n_q}{n_y} \right) =$ | | (H1) |
| Service Quality KPI Payment Percentage | (%) | $SQPP_q^6 =$ | | (H2) |
| Annual Indexed Maximum Customer Satisfaction Payment | (\$) | IMP_y | | (H3) |
| Number of days in the relevant Operating Quarter | (Days) | $n_q =$ | | (H4) |
| Number of days in the Annualised Operating Year relevant to the first calendar month which falls (as a whole or in part) within the Operating Quarter | (Days) | $n_y =$ | | (H5) |

(I) Asset Management Adjustment

$$AMA_m = RET_m - REL_m$$

| | | | | |
|---|------|-----------|--|-----------------|
| Asset Management Adjustment | (\$) | $AMA_m =$ | | Cross-reference |
| Amount withheld in the Operating Month pursuant to clause 24.8(e) of the Operative Provisions | (\$) | $RET_m =$ | | (I1) |
| Amount reimbursed in the Operating Month pursuant to clause 24.8(f) of the Operative Provisions | (\$) | $REL_m =$ | | (I2) |

(J) Floating Rate Amount

$$FRA_m = (AIP_q - BIP_q) \times \frac{n_m}{n_q}$$

| | | | | |
|--|--------|-----------|--|-----------------|
| Floating Rate Amount | (\$) | $FRA_m =$ | | Cross-reference |
| Actual Floating Rate Interest Payment for the Operating Quarter | (\$) | $AIP_q =$ | | (J1) |
| Base Case Floating Rate Interest Payment for the Operating Quarter | (\$) | $BIP_q =$ | | (J2) |
| Number of days in the relevant Operating Month | (Days) | $n_m =$ | | (J3) |
| Number of days in the relevant Operating Quarter | (Days) | $n_q =$ | | (J4) |

(K) Electricity Compliance Incentive Payment

| | | | | |
|---|------|----------------------------|--|-----------------|
| Electricity Compliance Incentive Payment | (\$) | $ECIP_m =$ | | Cross-reference |
| / | (\$) | $ECIPS_m \times IECIP_y =$ | | (K1) |
| Electricity Compliance Incentive Payment Percentage | (%) | $ECIPS_m =$ | | (K2) |
| Annual Indexed Electricity Compliance Incentive Payment | (\$) | $IECIP_y =$ | | (K3) |

(L) Details of daily metrics

| Date | Availability | | | | | | Timeliness | | | | |
|------------|---|---|-------------|--|---|--|----------------------------------|-------------------------------------|--------------------|---------------------|--|
| | Availability Deduction for Platform Closures | | | Availability Deduction for Missed Trains | | | Frequency Customer Delay Measure | Journey Time Customer Delay Measure | Daily CDM | Daily CDM Tolerance | CDM_d^{excess} daily CDM to the extent that it exceeds the Daily CDM Tolerance |
| | $AD_d^{PC} = \sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right) \times \frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$ | | | The total number of Missed Train Services across all Service Periods on that day | Daily Missed Train Tolerance (1.5% of the number of Required Train Services for the relevant day) | MTS_d^{excess} If (L4) > (L5) (L6) = (L4) – (L5) Else (L6) = 0 | CDM_d^{FQ} | CDM_d^{JT} | | | |
| | $\sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right)$ | $\frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$ | AD_d^{PC} | | | | | | | | |
| | (L1) = (M1) | (L2) | (L3) | (L4) | (L5) | (L6) | (L7) | (L8) | (L9) = (L7) + (L8) | (L10) | (L11) |
| 01/mm/20yy | | | | | | | | | | | |
| 02/mm/20yy | | | | | | | | | | | |
| 03/mm/20yy | | | | | | | | | | | |
| 04/mm/20yy | | | | | | | | | | | |
| 05/mm/20yy | | | | | | | | | | | |
| 06/mm/20yy | | | | | | | | | | | |
| 07/mm/20yy | | | | | | | | | | | |
| 08/mm/20yy | | | | | | | | | | | |
| 09/mm/20yy | | | | | | | | | | | |
| 10/mm/20yy | | | | | | | | | | | |
| 11/mm/20yy | | | | | | | | | | | |
| 12/mm/20yy | | | | | | | | | | | |
| 13/mm/20yy | | | | | | | | | | | |
| 14/mm/20yy | | | | | | | | | | | |
| 15/mm/20yy | | | | | | | | | | | |

| | Availability | | | | | | Timeliness | | | | |
|------------|---|---|-------------|--|------|------|--|-------------------------------------|--------------------|---------------------|--|
| | Availability Deduction for Platform Closures | | | Availability Deduction for Missed Trains | | | Frequency Customer Delay Measure | Journey Time Customer Delay Measure | Daily CDM | Daily CDM Tolerance | CDM _d ^{excess} daily CDM to the extent that it exceeds the Daily CDM Tolerance |
| | $AD_d^{PC} = \sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right) \times \frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$ | | | The total number of Missed Train Services across all Service Periods on that day | | | MTS_d^{excess} If (L4) > (L5) (L6) = (L4) – (L5) Else (L6) = 0 | | | | |
| | $\sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right)$ | $\frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$ | AD_d^{PC} | | | | CDM _d ^{FQ} | CDM _d ^{JT} | | | |
| Date | (L1) = (M1) | (L2) | (L3) | (L4) | (L5) | (L6) | (L7) | (L8) | (L9) = (L7) + (L8) | (L10) | (L11) |
| 16/mm/20yy | | | | | | | | | | | |
| 17/mm/20yy | | | | | | | | | | | |
| 18/mm/20yy | | | | | | | | | | | |
| 19/mm/20yy | | | | | | | | | | | |
| 20/mm/20yy | | | | | | | | | | | |
| 21/mm/20yy | | | | | | | | | | | |
| 22/mm/20yy | | | | | | | | | | | |
| 23/mm/20yy | | | | | | | | | | | |
| 24/mm/20yy | | | | | | | | | | | |
| 25/mm/20yy | | | | | | | | | | | |
| 26/mm/20yy | | | | | | | | | | | |
| 27/mm/20yy | | | | | | | | | | | |
| 28/mm/20yy | | | | | | | | | | | |
| 29/mm/20yy | | | | | | | | | | | |
| 30/mm/20yy | | | | | | | | | | | |
| 31/mm/20yy | | | | | | | | | | | |

| | Availability | | | | | | Timeliness | | | | |
|--------------------|---|---|------------------------------|--|---|--|----------------------------------|-------------------------------------|--------------------|---------------------|--|
| | Availability Deduction for Platform Closures | | | Availability Deduction for Missed Trains | | | Frequency Customer Delay Measure | Journey Time Customer Delay Measure | Daily CDM | Daily CDM Tolerance | CDM_d^{excess} daily CDM to the extent that it exceeds the Daily CDM Tolerance |
| | $AD_d^{PC} = \sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right) \times \frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$ | | | The total number of Missed Train Services across all Service Periods on that day | Daily Missed Train Tolerance (1.5% of the number of Required Train Services for the relevant day) | MTS_d^{excess} If $(L4) > (L5)$ $(L6) = (L4) - (L5)$ Else $(L6) = 0$ | | | | | |
| | $\sum_p \left(\frac{PCH_d}{OH_d} \times w^{pc} \right)$ | $\frac{AIAF_m \times F^{CDPD}}{n_m} \times w^d$ | AD_d^{PC} | | | | CDM_d^{FQ} | CDM_d^{JT} | | | |
| Date | (L1) = (M1) | (L2) | (L3) | (L4) | (L5) | (L6) | (L7) | (L8) | (L9) = (L7) + (L8) | (L10) | (L11) |
| Total End of Month | | | | | | | | | | | |
| | | | $\sum_m AD_d^{PC}$ (L3.1) | (L4.1) | | $\sum_m MTS_d^{excess}$ (L6.1) | | | (L9.1) | | (L11.1) |

(M) Details of Platform Closures

Table to be filled in for any day where Platform Closure occurred:

| Day | | | | | | | |
|--------------------|---------------|--------------------------------|------------------------------|--|-------------------------|--|---|
| Platform Closure | Platform Name | Start time of Platform Closure | End time of Platform Closure | The total number of hours (and fractions of hours) of Platform Closure | Total Operating Hours | Platform Closure Weighting | $\left(\frac{PCH_d}{OH_d} \times w^{PC}\right)$ |
| | | | | $PCH_d =$ | $OH_d =$ | $w^{PC} =$ | |
| Platform Closure 1 | | | | | | | |
| Platform Closure 2 | | | | | | | |
| Platform Closure x | | | | | | | |
| | | | | | Total for the Day: (M1) | $\sum_P \left(\frac{PCH_d}{OH_d} \times w^{PC}\right)$ | |

Note: Lines should be added to the above table in order to capture any Platform Closure that occurred during the day.

(N) Indexed Initial Month Adjustment Payment

$$IMAP = (BMAP_1 \times ICPI_q + BMAP_2 \times IWPI_q) \times n_d$$

| | | | | |
|--|--------|------------|---------|-----------------|
| Indexed Initial Month Adjustment Payment | (\$) | $IMAP =$ | | Cross-reference |
| Base Initial Month Adjustment Payment for Indexing Component 1 | (\$) | $BMAP_1 =$ | 11,003 | (N1) |
| Base Initial Month Adjustment Payment for Indexing Component 2 | (\$) | $BMAP_2 =$ | (1,982) | (N2) |
| Number of non-operating days from the start of Operating Year 1 until the Date of Completion (inclusive) | (Days) | $n_d =$ | | (N3) |

Annexure D – Electricity Compliance Incentive Payment

| Electricity Compliance Incentive Payment | | | | | |
|--|--|---------------------|---------------------|---|--|
| What and How to measure | <p>What to measure</p> <p>The electricity consumption by all systems in an Electricity Compliance Reporting Year compared to an adjusted annual electricity consumption baseline developed by OpCo and agreed by the Principal. To enable this measurement, OpCo must develop and maintain two models/tools:</p> <ul style="list-style-type: none"> Electricity Consumption Software Model (ECSM): Model used by OpCo to develop the forecast aggregate consumption estimate during design. It is also used during the first 18 Operating Months after the Date of Completion to ensure efficient operation of Sydney Metro – Western Sydney Airport. Operational Electricity Consumption Tool (OECT): Model used by OpCo to validate electricity consumption from the 19th Operating Month after the Date of Completion onwards. It replaces the ECSM after the first Electricity Compliance Reporting Year. <p>Further detail on the ECSM and OECT can be found in the General Specification (section 2.8.5 Electricity Compliance), and relevant Particular Specifications.</p> <p>Additionally, there are various activities which OpCo must complete within four months of the end of each Electricity Compliance Reporting Year. These activities vary for each Electricity Compliance Reporting Year, with the different groups of activities outlined in Annexure D Table 1.</p> <p><i>Annexure D Table 1</i></p> <table> <tr> <th>Group of activities</th><th>Activities required</th></tr> <tr> <td>A</td><td> <p>ECSM Development and Comparison</p> <p>OpCo to calibrate the ECSM using actual electricity consumption data from the first Electricity Compliance Reporting Year, optimal rail and building operations and independent variable data (such as temperature, patronage and service frequency or other variables impacted by the service requirements).</p> <p>OpCo to use the calibrated ECSM to validate that the first Electricity Compliance Reporting Year's electricity consumption aligns to designed, calibrated baseline electricity consumption.</p> <p>OECT Development</p> <p>OpCo to develop a simplified, regression-based model to calculate electricity consumption for the baseline period defined below, following International Performance Management & Verification Protocol (IPMVP) "Option C" methodology or other as agreed to by the Principal, to allow for ongoing, yearly routine (e.g. temperature and service frequencies) and non-routine (e.g. significant and non-seasonal changes to building or Train operations) adjustments.</p> <p>Individual baselines for High Voltage (HV) and Low Voltage (LV) (in accordance with the General Specification and relevant Particular Specifications) are to be developed and aggregated to form an overall baseline.</p> <p>The baseline period is to be the first Electricity Compliance Reporting Year. Actual data from this baseline period is to be used in baseline development.</p> <p>The Principal to review and agree to the methodology, including separation of HV and LV, separation of LV buildings (at minimum, each Station and SMF</p> </td></tr> </table> | Group of activities | Activities required | A | <p>ECSM Development and Comparison</p> <p>OpCo to calibrate the ECSM using actual electricity consumption data from the first Electricity Compliance Reporting Year, optimal rail and building operations and independent variable data (such as temperature, patronage and service frequency or other variables impacted by the service requirements).</p> <p>OpCo to use the calibrated ECSM to validate that the first Electricity Compliance Reporting Year's electricity consumption aligns to designed, calibrated baseline electricity consumption.</p> <p>OECT Development</p> <p>OpCo to develop a simplified, regression-based model to calculate electricity consumption for the baseline period defined below, following International Performance Management & Verification Protocol (IPMVP) "Option C" methodology or other as agreed to by the Principal, to allow for ongoing, yearly routine (e.g. temperature and service frequencies) and non-routine (e.g. significant and non-seasonal changes to building or Train operations) adjustments.</p> <p>Individual baselines for High Voltage (HV) and Low Voltage (LV) (in accordance with the General Specification and relevant Particular Specifications) are to be developed and aggregated to form an overall baseline.</p> <p>The baseline period is to be the first Electricity Compliance Reporting Year. Actual data from this baseline period is to be used in baseline development.</p> <p>The Principal to review and agree to the methodology, including separation of HV and LV, separation of LV buildings (at minimum, each Station and SMF</p> |
| Group of activities | Activities required | | | | |
| A | <p>ECSM Development and Comparison</p> <p>OpCo to calibrate the ECSM using actual electricity consumption data from the first Electricity Compliance Reporting Year, optimal rail and building operations and independent variable data (such as temperature, patronage and service frequency or other variables impacted by the service requirements).</p> <p>OpCo to use the calibrated ECSM to validate that the first Electricity Compliance Reporting Year's electricity consumption aligns to designed, calibrated baseline electricity consumption.</p> <p>OECT Development</p> <p>OpCo to develop a simplified, regression-based model to calculate electricity consumption for the baseline period defined below, following International Performance Management & Verification Protocol (IPMVP) "Option C" methodology or other as agreed to by the Principal, to allow for ongoing, yearly routine (e.g. temperature and service frequencies) and non-routine (e.g. significant and non-seasonal changes to building or Train operations) adjustments.</p> <p>Individual baselines for High Voltage (HV) and Low Voltage (LV) (in accordance with the General Specification and relevant Particular Specifications) are to be developed and aggregated to form an overall baseline.</p> <p>The baseline period is to be the first Electricity Compliance Reporting Year. Actual data from this baseline period is to be used in baseline development.</p> <p>The Principal to review and agree to the methodology, including separation of HV and LV, separation of LV buildings (at minimum, each Station and SMF</p> | | | | |

| Electricity Compliance Incentive Payment | |
|--|---|
| | <p>separately), proposed routine adjustments and proposed method for inclusion of non-routine adjustments.</p> <p>Requirements to receive the Electricity Compliance Incentive Payment</p> <p>Incentive paid upon receipt of Principal's sign off of:</p> <ul style="list-style-type: none"> • calibrated ECSM; • developed OECT; and • verified Electricity Compliance Reporting Year electricity consumption in line with design consumption derived from calibrated and adjusted ECSM (note: acceptable error term on baseline estimate for the ECSM to be +/-5%). |
| B | <p>OECT Comparison</p> <p>OpCo to perform adjustments to the baseline electricity consumption through routine and non-routine adjustments, as agreed with the Principal, to determine adjusted baseline electricity consumption.</p> <p>OpCo to compare adjusted baseline electricity consumption to the actual electricity consumption for the relevant Electricity Compliance Reporting Year and demonstrate compliance, articulate areas of underperformance and intended responses.</p> <p>Undertake desktop review to identify five potential energy efficiency opportunities (new technologies, operating procedures etc).</p> <p>Requirements to receive the Electricity Compliance Incentive Payment</p> <p>Incentive paid upon receipt of Principal's sign off of:</p> <ul style="list-style-type: none"> • documentation detailing that the Electricity Compliance Reporting Year electricity consumption is aligned with adjusted baseline electricity consumption (note: acceptable error term for OECT is +/- 5%); • details of routine and non-routine adjustments; and • details of 5 identified opportunities for improvement. |
| C | <p>OECT Baseline Update</p> <p>Recalibrated OECT with an updated baseline period, which is the previous Electricity Compliance Reporting Year compared to the current Electricity Compliance Reporting Year for which this group of activities is required.</p> <p>OECT Comparison</p> <p>OpCo to perform adjustments to the baseline electricity consumption through routine and non-routine adjustments, as agreed with the Principal, to determine adjusted baseline electricity consumption.</p> <p>OpCo to compare adjusted baseline electricity consumption to the actual electricity consumption for the relevant Electricity Compliance Reporting Year and demonstrate compliance, articulate areas of underperformance and intended responses.</p> <p>OpCo to provide the Principal with documentation showing detailed analysis of energy efficiency opportunities.</p> <p>Requirements to receive the Electricity Compliance Incentive Payment</p> <p>Incentive paid upon receipt of Principal's sign off of:</p> <ul style="list-style-type: none"> • recalibrated OECT; |

Electricity Compliance Incentive Payment

- documentation detailing that the Electricity Compliance Reporting Year electricity consumption is aligned with adjusted baseline electricity consumption (note: acceptable error term for OECT is +/- 5%);
- details of routine and non-routine adjustments; and
- documentation showing detailed analysis of energy efficiency opportunities.

Annexure D Table 2 outlines the Electricity Compliance Reporting Years, relevant reporting and baseline periods, the group of activities required to be completed within four months of the end of each Electricity Compliance Reporting Year, and the Electricity Compliance Reporting Year Payment Month.

Annexure D Table 2

| Electricity Compliance Reporting Year | Relevant reporting period (Operating Months after the Date of Completion) | Relevant baseline period (Operating Months after the Date of Completion) | Group of Activities Required | Electricity Compliance Reporting Year Payment Month |
|---------------------------------------|---|--|------------------------------|---|
| 1 | 7 - 18 | 7 - 18 (ECSM) | A | 23 |
| 2 | 19 - 30 | 7 - 18 (OECT) | B | 35 |
| 3 | 31 - 42 | 7 - 18 (OECT) | B | 47 |
| 4 | 43 - 54 | 7 - 18 (OECT) | B | 59 |
| 5 | 55 - 66 | 7 - 18 (OECT) | B | 71 |
| 6 | 67 - 78 | 7 - 18 (OECT) | B | 83 |
| 7 | 79 - 90 | 67 - 78 (OECT) | C | 95 |
| 8 | 91 - 102 | 67 - 78 (OECT) | B | 107 |
| 9 | 103 - 114 | 67 - 78 (OECT) | B | 119 |
| 10 | 115 - 126 | 67 - 78 (OECT) | B | 131 |
| 11 | 127 - 138 | 115 - 126 (OECT) | C | 143 |
| 12 | 139 - 150 | 115 - 126 (OECT) | B | 155 |
| 13 | 151 - 162 | 115 - 126 (OECT) | B | 167 |
| 14 | 163 - 174 | 115 - 126 (OECT) | B | 179 |

Note: Operating Months 1 - 6 and 175 - 180 are not included in any reporting period

How to measure

The Electricity Compliance Incentive Payment Score will be calculated based on OpCo meeting the requirements to receive the Electricity Compliance Incentive Payment (as outlined in

| Electricity Compliance Incentive Payment | |
|--|---|
| | Annexure D Table 1) for the group of activities required in the respective Electricity Compliance Reporting Year. |
| Electricity Compliance Incentive Payment Score | <p>The Electricity Compliance Incentive Payment Score with respect to the Electricity Compliance Incentive Payment ($ECIPS_m$) for the Operating Month will be calculated as follows:</p> <p style="padding-left: 100px;">1 in an Electricity Compliance Incentive Payment Month if the requirements to receive the Electricity Compliance Incentive Payment (as outlined in Annexure D Table 1) for the group of activities required in the respective Electricity Compliance Incentive Payment Reporting Year are met by OpCo within four months of the end for the Electricity Compliance Reporting Year,</p> <p style="padding-left: 100px;">$ECIPS_m =$</p> <p style="padding-left: 100px;">0 otherwise.</p> |