

Execution Version

Ferry System Contract Schedules

The Director-General of the Department of Transport for and
on behalf of Transport for NSW (**Director-General**)

Harbour City Ferries Pty Ltd in its personal capacity and as
nominee for each of the Partners and the Partnership
(**Operator**)

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

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Schedule 1 – Payments

1. Definitions

The following definitions apply in this Schedule 1 except to the extent the context otherwise requires:

Contract Vessels means those ferries listed in the Bareboat Charterparty or as otherwise agreed with the Director-General.

Charter and Tourist Services means:

- (a) a "charter service" or "tourist service" as defined in the PT Act; or
- (b) any "public passenger service" as defined in the PT Act provided by the Operator using a Contract Ferry, other than Regular Passenger Services.

Financial Bid Template means the template in Annexure A.

Fuel Index Multiplier means the Fuel Index Multiplier as determined in accordance with paragraph 12 of this Schedule 1.

Fuel Tax Credit has the meaning given to it in paragraph 2.9(e) of this Schedule 1.

Monthly Payment Date means, for any Reporting Period, the last day of that Reporting Period.

Reconciliation Payment means a reconciliation payment calculated and payable in accordance with paragraph 2.11 of this Schedule 1.

Revenue Hours means total ferry operating hours for the provision of Ferry Services less non-revenue movements for maintenance, light running, idle time, testing and training, and excluding charter and tourist hours.

WorkCover Retro-Paid Loss Premium Model means the optional retro-paid loss premium model for WorkCover insurance for large employers who can participate in these arrangements by application to the nominal insurer. The retro-paid loss model of insurance is one in which an employer's premium more closely reflects their individual experience and success in injury and claims management over a period of several years.

2. Monthly Payments

2.1 Principal Formula

For each Reporting Period during the Term, a Monthly Payment will be calculated in accordance with the following formula:

$$MP = SP - VLP + FCP + MAP - CFR - EFTC$$

where:

MP is the Monthly Payment payable for that Reporting Period;

SP is the Service Payment for the Reporting Period as determined in accordance with paragraph 2.2;

VLP is the Vessel Lease Payment for the Reporting Period, as determined in accordance with paragraph 2.3, being the amount payable by the Operator to the Director-General under the

Bareboat Charterparty and a set off against the amount payable by the Director-General to the Operator under this Contract;

FCP is the Fuel Cost Payment for the Reporting Period as determined in accordance with paragraph 2.4;

MAP is the Margin Payment for the Reporting Period as determined in accordance with paragraph 2.7;

CFR is the Calculated Fare Revenue for the Reporting Period as determined in accordance with paragraph 2.8; and

EFTC is the effective Fuel Tax Credit from the Reporting Period as determined in accordance with paragraph 2.9.

2.2 Service Payments

- (a) Subject to paragraph (b) the Service Payment payable in respect of any Reporting Period ending on or before 30 June 2020 will be determined in accordance with the following formula:

$$SP = BSP \times CPIM$$

where:

SP is the Service Payment for the Reporting Period;

BSP is the Bid Service Payment for the Reporting Period as determined in accordance with paragraph (c); and

CPIM is the CPI Multiplier as at the commencement of the Financial Year in which the Reporting Period falls, provided that the CPI Multiplier for any Reporting Period ending on or before 30 June 2013 will be 1.

- (b) If the Reporting Period is less than a full calendar month, the Service Payment will be pro rated by multiplying it by:

$$\frac{RPD}{CMD}$$

where:

RPD is the number of days in the Reporting Period; and

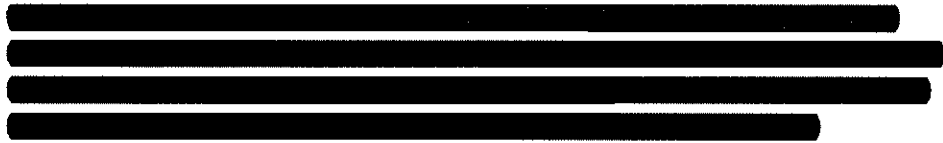
CMD is the number of days in the calendar month in which the Reporting Period falls.

- (c) The Bid Service Payment for any Reporting Period ending on or before 30 June 2020 will be calculated as:

(i) the Annual Bid Fixed Payment set out in paragraph (d) for the Financial Year in which the Reporting Period falls divided by 12, plus

(ii) the Contract Service Plan Amendment amount for the Reporting Period calculated in accordance with paragraph 2.6 for amendments to the Initial Contract Service Plan.

- (d) For the purposes of paragraph (c) the Annual Bid Service Payments in relation to the Initial Contract Service Plan are set out in column A of the following table, [REDACTED]



Financial Year ending	(A) Annual Bid Service Payments	(B) Cash Collection Option savings included in column (A)	(C) Revised Annual Bid Service Payments
30 June 2013	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
30 June 2014	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
30 June 2015	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
30 June 2016	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
30 June 2017	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
30 June 2018	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
30 June 2019	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
30 June 2020	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

2.3 Vessel Lease Payment

- (a) Subject to paragraph (b) the Vessel Lease Payment payable by the Operator to the Director-General under the Bareboat Charterparty in respect of any Reporting Period ending on or before 30 June 2020 will be determined in accordance with the following formula:

$$VLP = RVLP \times CPIM$$

where:

- VLP** is the Vessel Lease Payment for the Reporting Period;
- RVLP** is the Real Vessel Lease Payment for the Reporting Period as determined in accordance with paragraph (c);
- CPIM** is the CPI Multiplier as at the commencement of the Financial Year in which the Reporting Period falls, provided that the CPI Multiplier for any Reporting Period ending on or before 30 June 2013 will be 1.

- (b) If the Reporting Period is less than a full calendar month, the Vessel Lease Payment will be pro rated by multiplying it by:

$$\frac{RPD}{CMD}$$

where:

- RPD** is the number of days in the Reporting Period; and
- CMD** is the number of days in the calendar month in which the Reporting Period falls.

- (c) Subject to paragraph (d) the Real Vessel Lease Payment for any Reporting Period will be calculated by dividing the Real Annual Vessel Lease Payment for the Financial Year in which the Reporting Period falls by 12.

For this purpose the Real Annual Vessel Lease Payments are set out in the following table:

Financial Year ending	Real Annual Vessel Lease Payments
30 June 2013	\$
30 June 2014	\$
30 June 2015	\$
30 June 2016	\$
30 June 2017	\$
30 June 2018	\$
30 June 2018	\$
30 June 2020	\$

- (d) If a vessel was a Contract Vessel as at the Service Commencement Date but ceases to be a Contract Vessel prior to the expiry of this Contract, the Real Annual Vessel Lease Payments set out in paragraph (c) will be reduced by the Real Annual Vessel Lease Payment for that Contract Vessel from the date on which the Contract Vessel is decommissioned or removed from the Bareboat Charterparty (refer to the Financial Bid Template for the real lease payments for individual Contract Vessels).

2.4 Fuel Cost Payments

- (a) Subject to paragraph (b), the Fuel Cost Payment for any Reporting Period will be determined in accordance with the following formula:

$$FCP = ((FNFCR \times FMRH) + (HNFCR \times HMRH)) \times FIM$$

where:

- FCP** is the Fuel Cost Payment for the Reporting Period;
- FNFCR** is the Net Cost Fuel Rate for Freshwater Class vessels, being \$ [REDACTED], subject to paragraph 2.5(c);
- HNFCR** is the Net Cost Fuel Rate for Harbour Class vessels, being \$ [REDACTED], subject to paragraph 2.5(c);
- FMRH** is the Freshwater Class Monthly Revenue Hours for the Reporting Period as determined in accordance with paragraph 2.6(b)(i);
- HMRH** is the Harbour Class Monthly Revenue Hours for the Reporting Period as determined in accordance with paragraph 2.6(b)(i); and
- FIM** is the Fuel Index Multiplier as at the commencement of the Reporting Period.

- (b) If the Reporting Period is less than a full calendar month, the Fuel Cost Payment will be pro rated by multiplying it by:

$$\frac{RPD}{CMD}$$

where:

RPD is the number of days in the Reporting Period; and

CMD is the number of days in the calendar month in which the Reporting Period falls.

2.5 Fuel Rates Reset

- (a) If the Director General is able to facilitate arrangements for the supply of fuel (**New Fuel Arrangements**) which would allow the Operator to procure fuel on more favourable terms than the Operator's then current fuel supply arrangements (**Existing Fuel Arrangements**), the Director-General may require the Operator to procure all fuel in accordance with the New Fuel Arrangements and reset the Net Cost Fuel Rates, in both cases with effect from:

- (i) the date upon which the Existing Fuel Arrangements expire; or
- (ii) subject to the Director-General agreeing to compensate the Operator for its reasonable costs of terminating the Existing Fuel Arrangements, such earlier date as the Director-General may determine,

(**Fuel Reset Date**).

- (b) If the Director-General exercises the rights under paragraph 2.5(a) the Net Cost Fuel Rates will be reset in accordance with the following Formulae:

████████████████████

and

████████████████████

where:

nFNFCR is the new Net Cost Fuel Rate for Freshwater Class vessels effective from the Fuel Reset Date;

nHNFCR is the new Net Cost Fuel Rate for Harbour Class vessels effective from the Fuel Reset Date;

FNFCR has the meaning given in paragraph 2.4 (a);

HNFCR has the meaning given in paragraph 2.4 (a);

RDFP is the fuel price (in AUS\$/litre excluding GST) for which the Operator can purchase fuel under the New Fuel Arrangements at the Fuel Reset Date; and

RDFI is the "Mobil Terminal Gate Price" Sydney Diesel (in AUS\$/litre excluding GST) on the Fuel Reset Date as quoted on the website http://apps.exxonmobil.com.au/apps/htm/mn_mobil_products_automotive_pricing.asp. In this Contract, a reference to an index includes a reference to any replacement index or renamed index performing substantially the same function as the named index and a reference to a Governmental Agency or organisation responsible for publishing an index includes a reference to any Governmental Agency or other body performing substantially the same function in relation to the index.

- (c) With effect from the Fuel Reset Date nFNFCR will replace FNFCR and nHNFCR will replace and HNFCR for the purpose of calculating Fuel Cost Payments under paragraph 2.4.
- (d) The Operator must do all such things as may be reasonably necessary to effect the replacement of the Existing Fuel Arrangements with the New Fuel Arrangements.
- (e) The Operator must give the Director-General at least 5 days notice before entering into its first contract for the provision of fuel which it will enter into on or before the Date of Service Commencement and otherwise the Operator must give the Director-General at least 10 days notice before entering into any further contract for the provision of fuel or exercising any option to extend the term of such contracts for the provision of fuel provided that such fixed contract term or options to extend such contracts are greater than six months.

2.6 Contract Service Plan Amendment Amount

- (a) Subject to paragraph (b), the payment amount for any Reporting Period applied in paragraph 2.2(c) for amendments to the Initial Contract Service Plan since the Service Commencement Date will be determined in accordance with the following formula:

$$CSPA = ((\Delta FMRH \times FRHR) + (\Delta HMRH \times HRHR))$$

where:

CSPA is the Contract Service Plan Amendment amount for the Reporting Period which may be a positive or negative amount;

$\Delta FMRH$ is the change in Freshwater Class Monthly Revenue Hours for the Reporting Period since the Service Commencement Date as determined in accordance with paragraph 2.6(b);

$\Delta HMRH$ is the change in Harbour Class Monthly Revenue Hours for the Reporting Period since the Service Commencement Date as determined in accordance with paragraph 2.6(b);

FRHR is the Freshwater Revenue Hour Rate, being \$ [REDACTED]; and

HRHR is the Harbour Revenue Hour Rate, being \$ [REDACTED];

- (b) The change (positive or negative) in Monthly Revenue Hours since the Service Commencement Date (separately for Freshwater and Harbour Class vessels) for the Reporting Period will be:
 - (i) the Contract Service Plan Revenue Hours for the Financial Year at the commencement of the Reporting Period, divided by 12; less
 - (ii) the Initial Contract Service Plan Revenue Hours, divided by 12.

2.7 Margin Payments

- (a) The Margin Payment for any Reporting Period will be determined in accordance with the following formula:

$$MAP = MAP\% \times (SP - VLP)$$

where:

- MAP** is the Margin Payment for the Reporting Period;
- MAP%** is the Margin Payment % being ■% expressed as a percentage;
- SP** is the Service Payment for the Reporting Period determined in accordance with paragraph 2.2; and
- VLP** is the Vessel Lease Payment for the Reporting Period

2.8 Calculated Fare Revenue

- (a) Subject to paragraph (b) the Calculated Fare Revenue for a Reporting Period will be determined by aggregating the Fares (on a GST exclusive basis) for each Ticket sold by the Operator or any of their agents during the previous Reporting Period based on the Ticket sales reported for the previous Reporting Period.
- (b) The Calculated Fare Revenue for the first Reporting Period in the Term will be \$■ (exclusive of GST).
- (c) Ticket Fares are collected by the Operator for its own account. The parties acknowledge that the GST on Ticket Fares collected by the Operator must be remitted by the Operator to the Australian Taxation Office. However such Ticket fares (net of GST) are to be taken into account in the calculation of the Monthly Payment as set out in paragraph 2.1. This is on the basis that the amounts payable by the Director-General to the Operator under this Schedule 1 (including the Monthly Payment) are calculated so as to provide a full deduction for the funds collected by the Operator in relation to Ticket Fares (net of GST).
- (d) For the avoidance of doubt, (for income tax and GST purposes) Calculated Fare Revenue represents an effective reduction of the Service Payment that is payable by the Director-General to the Operator for the services supplied.

2.9 Fuel Tax Credit

- (a) The Fuel Tax Credit for a Reporting Period will be determined in accordance with the following formula:

$$EFTC = \frac{TFTC}{CM} - (BFG \times FIM)$$

where:

- EFTC** is the effective Fuel Tax Credit received by the Operator for the Reporting Period;
- TFTC** is the total of the Fuel Tax Credit claimed and received by the Operator in its Business Activity Statement (BAS) for the relevant quarterly period;
- CM** is the number of calendar months that fall within the relevant quarterly period;
- BFG** is, if applicable, the bid amount of the fuel grant or credit claimed by the Operator for that Reporting Period under the Energy Grants Credit Scheme or the *Fuel Tax Act 2006* (Cth) as forecast in its Financial Bid Template.

The BFG shall only be the amount of the fuel grant or credit applicable to actual Revenue Hours for Ferry Services and associated non-revenue movements (excluding vessel hours for charter and tourist services) reported by the Operator in its Monthly Report in accordance with Schedule 13 of the Contract. The BFG for a Reporting Period will be based on the effective rate per hour of the grant as forecast by the Operator in its Financial Bid Template

FIM is the Fuel Index Multiplier as at the commencement of the Reporting Period.

- (b) Where the Operator has claimed and received a Fuel Tax Credit for litres of fuel in relation to vessel hours other than actual Revenue Hours and associated non-revenue movements reported in its Monthly Report in accordance with Schedule 13 of the Contract, the Fuel Tax Credit shall be pro rated by multiplying it by:

$$\frac{ARH \times (1 + RDR)}{TH}$$

where:

ARH is the number of actual Revenue Hours for Ferry Services (excluding vessel hours for charter and tourist) for the full or part Reporting Period reported in accordance with Schedule 13;

RDR is the weighted average non-revenue movements for Ferry Services from the Financial Bid Template, expressed as a percentage of Revenue Hours; and

TH is the total number of gross operating hours for which the Operator has claimed and received a Fuel Tax Credit for associated litres of fuel for the quarter, divided by the number of calendar months in the quarter.

This will adjust the TFTC accordingly.

- (c) In reporting its Fuel Tax Credits, the Operator is required to submit:
- (i) calculations of the EFTC for each relevant Reporting Period within the quarter in accordance with this paragraph 2.9; and
 - (ii) a copy of its BAS for the quarter,
- to the Director General within 3 Business Days after the date it submits its BAS to the Australian Taxation Office.
- (d) The Fuel Tax Credit for each Reporting Period in the relevant quarterly period will be offset together as a Reconciliation Payment in accordance with paragraph 2.11 on the first Monthly Payment Date after the Operator has submitted the calculations and BAS to the Director-General as required under paragraph (c) above.
- (e) For the purposes of this Contract, **Fuel Tax Credit** means the fuel credits received under the single system of fuel tax credits introduced under the *Fuel Tax Act 2006* (Cth) on and from 1 July 2006.
- (f) For the avoidance of doubt, (for income tax and GST purposes) effective Fuel Tax Credits received by the Operator represents an effective reduction of the Service Payment that is payable by the Director-General to the Operator for the services supplied.

2.10 Payment of Monthly Payments

- (a) At least 10 Business Days prior to the end of each Reporting Period the Operator must issue an invoice to the Director-General for the Monthly Payment payable for that Reporting Period (to the extent that it can be reasonably determined at that time) and of any Reconciliation Payment payable in respect of a previous Reporting Period. Each invoice must set out in reasonable detail the basis of the determination of the Monthly Payment and any Reconciliation Payment.
- (b) Without prejudice to paragraph (e), any Monthly Payment or Reconciliation Payment so invoiced will be payable in the absence of manifest error agreed between the parties.
- (c) Each Monthly Payment must be paid by the Director-General on the Monthly Payment Date at the end of the Reporting Period to which the Monthly Payment relates.
- (d) If there is a dispute as to the amount of a Monthly Payment or a Reconciliation Payment, the dispute must be resolved in accordance with clause 30 but this must not affect the obligation of any party to pay a Monthly Payment or Reconciliation Payment notified under paragraph (a).
- (e) If following resolution of a dispute under clause 30 or by agreement between the parties any amounts are required to be paid by any party, those amounts must be paid on the first Monthly Payment Date which is later than 1 month after resolution of the dispute or, if there is no such Monthly Payment Date, within 1 month after resolution of the dispute.
- (f) The Director-General, acting reasonably, may retain █% of the Monthly Payment if the reporting requirements in Schedule 2 have not been satisfied until the reporting requirements have been satisfied.

2.11 Reconciliation Payments

- (a) If any component (or part of a component) of a Monthly Payment is not, or cannot reasonably be determined more than 10 days before the Monthly Payment Date, that component will be excluded from the calculation of the Monthly Payment. As soon as that component (or part of a component) has been determined in accordance with this Contract, the Operator must issue an invoice in respect of the component which will become payable as a Reconciliation Payment on the first Monthly Payment Date which is later than 1 month after determination of that component or, if there is no such Monthly Payment Date, within 1 month after the determination of the component.
- (b) If the Director-General determines that there has been a mistake in the calculation or payment of a Monthly Payment or a Reconciliation Payment, he or she must notify the Operator of the mistake and the Operator must issue an invoice to the Director-General in respect of any shortfall or credit. The mistake must be rectified by the payment of a Reconciliation Payment of the relevant amount on the first Monthly Payment Date which is later than 1 month after the Director-General's notification, or if there is no such Monthly Payment Date, within 1 month of the Director-General's notification.
- (c) The Director-General must pay to the Operator any Reconciliation Payment which would have increased a Monthly Payment or Reconciliation Payment payable by the Director-General to the Operator. The Operator must pay to the Director-General any Reconciliation Payment which would have reduced a Monthly Payment or Reconciliation Payment payable by the Director-General to the Operator.

3. Actual Revenue Hour Reconciliation Payment

3.1 Calculation of Actual Revenue Hour Reconciliation Payment

- (a) For each Financial Year during the Term an Actual Revenue Hour Reconciliation Payment will be calculated as follows:

If:

$$(CSPRH \times \blacksquare) > ARH,$$

then

$$ARHRP = [(CSPRH-ARH) \times ARHR] + [(CSPRH-ARH) \times ANFCR]$$

where:

- ARHRP** is the Actual Revenue Hour Reconciliation Payment for the Financial Year;
- CSPRH** is (subject to paragraph (c)) the Contract Service Plan Revenue Hours (for both Freshwater and Harbour Class) for the Financial Year;
- ARH** is the Actual Revenue Hours (for both Freshwater and Harbour Class) for the Financial Year determined in accordance with paragraph (b);
- ARHR** is the Average Revenue Hour Rate calculated as the sum of Service Payments and Margin Payments less the Vessel Lease Payments for the Financial Year divided by the Contract Service Plan Revenue Hours for the Financial Year;
- ANFCR** is the Average Net Fuel Cost Rate calculated as the sum of Fuel Payments for the Financial Year divided by the Contract Service Plan Revenue Hours for the Financial Year;

provided that if ARHRP is less than zero, the ARHRP will be deemed to be zero.

- (b) The Actual Revenue Hours for a Financial Year will be the Revenue Hours operated by Ferry Services for the Financial Year, as reported by the Operator in accordance with this Contract.
- (c) If there are less than the Assumed Days in any part of a Financial Year for which an Actual Revenue Hour Reconciliation Payment is to be calculated, the Service Plan Revenue Hours for that Financial Year will be pro rated by multiplying it by:

$$\frac{nFYD}{365}$$

where:

- nFYD** is the number of days in all the Reporting Periods in that Financial Year.

3.2 Force Majeure, Non-Compliance and Termination Events

- (a) Subject to clause 3.2(b) and (c), if there is a Force Majeure, Non-Compliance or Termination Event, the Director-General may, by written notice to the Operator, reduce Contract Payments for the period to which the notice relates by the amount specified in the Director-General's notice by multiplying the Average Revenue Hour Rate (**ARHR**) and Average Net Fuel Cost Rate (**ANFCR**) defined in paragraph 3.1 by the Revenue

Hours associated with the failure to provided Ferry Services due to the Force Majeure, Non-Compliance or Termination Event.

- (b) The Director-General is not entitled to withhold any amount of Overhead Costs if and to the extent the failure to provide the Ferry Services is due to a Force Majeure Event. The reduction in Contract Payments determined in accordance with paragraph 3.2(a) will be reduced accordingly by █% for any failure to provide Ferry Services due to a Force Majeure Event.
- (c) The rights of the Director-General under this clause are in addition to, and do not affect, any rights and remedies available to the Director-General under this Contract or law in respect of the Force Majeure Event, Non-Compliance Event, Termination Event or other default.

3.3 Payment of Actual Revenue Hour Reconciliation Payments

- (a) No later than 2 months after the end of each Financial Year during the Term, the Director-General must calculate the Actual Revenue Hour Reconciliation Payment for that Financial Year in accordance with paragraphs 3.1(a) and (b) and notify the Operator of any Actual Revenue Hour Reconciliation Payments payable.
- (b) The Operator must pay the Actual Revenue Hour Reconciliation Payment on the first Monthly Payment Date which is more than one month after notification by the Director-General under paragraph 3.2(a).

4. Patronage Growth Rebate

4.1 Calculation of Patronage Growth Rebate

- (a) For each Financial Year during the Term a Patronage Growth Rebate will be calculated as follows:

If:

$$((FRH \times \text{█}) + (HRH \times \text{█})) \times (1 + GF) > APV,$$

Then a Patronage Growth Rebate will be calculated as █% of the Margin Payments for the Financial Year.

where:

FRH is the Contract Service Plan Revenue Hours for Freshwater Class for the Financial Year;

HRH is the Contract Service Plan Revenue Hours for Harbour Class for the Financial Year;

GF is the Growth Factor applicable at the commencement of each Financial Year commencing on or after 1 July 2013, being █% per annum compounding expressed as a decimal; and

APV is the Actual Patronage Validations being the ticket validations electronically recorded by a ticket gate, or other method approved by the Director-General, for the Financial Year and varied in accordance with clause 10.10(e) or clause 10.10(f), if applicable.

4.2 Payment of Patronage Growth Rebate

- (a) No later than 2 months after the end of each Financial Year during the Term, the Director-General must calculate the Patronage Growth Rebate for that Financial Year in accordance with paragraph 4.1 and notify the Operator of whether the Patronage Growth Rebate will apply and its amount.
- (b) The Operator must pay the Patronage Growth Rebate on the first Monthly Payment Date which is more than one month after notification by the Director-General under paragraph 4.2(a).

5. Advertising Revenue Payment

- (a) An Advertising Revenue Payment will be calculated for that part of each Financial Year which falls within the Term in accordance with the following formula:

$$ARP = BAR \times \blacksquare \times CPIM$$

where:

- ARP** is the Advertising Revenue Payment for the Financial Year;
- BAR** is the Bid Advertising Revenue for the Financial Year set out in Sheet 11 of the Financial Bid Template contained in Annexure A; and
- CPIM** is the CPI Multiplier as at the commencement of the Financial Year, provided that the CPI Multiplier for all Financial Years ending on or before 30 June 2013 will be 1.

- (b) If the Advertising Revenue Payment is for a part Financial Year the Advertising Revenue Payment will be pro rated by multiplying it by:

$$\frac{AND}{365}$$

where:

- AND** is the actual number of days in that part of the Financial Year to which the Advertising Revenue Payment relates; and

- (c) The Operator must pay the Director-General the Advertising Revenue Payment to be made in respect of a Financial Year on the first Monthly Payment Date after the end of that Financial Year.

6. Charter Revenue Payment

- (a) A Charter Revenue Payment will be calculated for that part of each Financial Year which falls within the Term in accordance with the following formula:

$$CRP = BCR \times \blacksquare \times CPIM$$

where:

- CRP** is the Charter Revenue Payment for the Financial Year;
- BCR** is the Net Charter and Cruise Revenue for the Financial Year set out in Sheet 11 of the Financial Bid Template contained in Annexure A; and

CPIM is the CPI Multiplier as at the commencement of the Financial Year, provided that the CPI Multiplier for all Financial Years ending on or before 30 June 2013 will be 1.

- (b) If the Charter Revenue Payment is for a part Financial Year the Charter Revenue Payment will be pro rated by multiplying it by:

$$\frac{AND}{365}$$

where:

AND is the actual number of days in that part of the Financial Year to which the Advertising Revenue Payment relates; and

- (c) The Operator must pay the Director-General the Charter Revenue Payment to be made in respect of a Financial Year on the first Monthly Payment Date after the end of that Financial Year.

7. Pre-Commencement Accrued Leave Adjustment

- (a) The Director-General agrees to pay to the Operator in respect of each Transferring Employee, an amount (**Pre-Commencement Accrued Leave Adjustment**) for any Relevant Leave taken by or paid to a Transferring Employee during the Reporting Period, which accrued before Service Commencement. The Pre-Commencement Accrued Leave Adjustment will be calculated in accordance with the following formula:

$$PCAL = SASC \times CPIM$$

Where:

PCAL is the amount of Pre-Commencement Accrued Leave Adjustment for a Transferring Employee paid by the Director General to the Operator;

SASC is the amount equal to the salary (excluding Superannuation except to the extent the superannuation payment to the employee is required by Law) of the Transferring Employee at the Service Commencement Date applicable for the period of Relevant Leave taken or paid during the Reporting Period;

CPIM is the CPI Multiplier as at the commencement of the Financial Year, provided that the CPI Multiplier for all Financial Years ending on or before 30 June 2013 will be 1; and

In this regard:

- (i) the Transferring Employee is deemed to take or be paid the earliest accrued leave first; and
- (ii) long service leave will be deemed to accrue after 5 years service in accordance with the provisions of the Long Service Leave Act 1955 (NSW).
- (b) The Operator must provide such information and documentation as the Director-General may require to substantiate the amount of any Pre-Commencement Accrued Leave Adjustment.

- (c) The Operator must provide running reconciliations of the accrued opening and closing balances of Relevant Leave by employee including the CPIM adjustment for each Financial year no later than the first Monthly Payment Date after the end of that Financial Year.
- (d) The Operator must allow the Director-General to inspect its records to verify amounts of Pre-Commencement Accrued Leave Adjustment.
- (e) The Director-General must pay the Operator the Pre-Commencement Accrued Leave Adjustment in the Reporting Period after the Pre-Commencement Accrued Leave Adjustment has been substantiated by the Operator in accordance with paragraph 7(c) of this schedule 1 and agreed to by the Director-General.
- (f) The Director-General will no later than 30 days after the Service Commencement Date provide to the Operator for each Transferring Employee and each category of Relevant Leave:
 - (i) the days or hours of accrued leave as at the Service Commencement Date; and,
 - (ii) the salary as at the Service Commencement Date.

The information under paragraph 7(f)(i) and 7(f)(ii) will form the basis of calculating the total Relevant Leave entitlement balances for each Transferring Employee and each category of Relevant Leave which, adjusted for the CPI multiplier, will be the maximum amounts payable to the Operator in accordance with paragraph 7(a).

8. Reimbursement of certain pass-through costs

- (a) Subject to paragraph 8(c) below, the Director-General must reimburse the Operator for:
 - (i) any land tax invoiced and properly paid by the Operator in respect of Circular Quay Jetty 2A and Manly Wharf (eastern side) in compliance with its obligations under the Wharf Access Deed;
 - (ii) all payments:
 - (A) invoiced and properly paid by the Operator up to project certification and completion in respect of the refurbishment of the Manly and Circular Quay hydraulic ramps, in compliance with its obligations under the Ramp Refurbishment Contract; and
 - (B) all other costs incurred by the Operator in connection with the refurbishment of the Manly and Circular Quay hydraulic ramps for a pre-agreed sum of \$ [REDACTED]

(Pass Through Costs)

in each case, during a Reporting Period.

- (b) The Operator must provide all invoices, documentation and information (including in the case of claim relating to paragraph 8(a)(i) land tax notices of assessment) as the Director-General may require to substantiate the amount of any Pass Through Cost claimed under this paragraph 8 and must allow the Director-General to inspect its records to verify any such Pass through Cost.

- (c) The Director General must pay the amount of any Pass Through Cost claimed under this paragraph 8 after the relevant Pass Through Cost has been substantiated by the Operator in accordance with paragraph 8(b) and agreed to by the Director-General.
- (d) For the avoidance of doubt, nothing in this paragraph 8 will entitle the Operator to reimbursement of any amount relating to or in respect of the contract entitled 'Sydney Ferries FOCIS Maintenance Agreement' originally between Sydney Ferries and Thales Australia Limited.
- (e) The Director-General must, in the case only of Pass Through Costs contemplated in paragraph 8(a)(ii)(A), also pay to the Operator a margin of ■% on any Pass Through Costs which have been substantiated by the Operator in accordance with paragraph 8(b) and agreed to by the Director-General, except to the extent that such Pass Through Costs relate to:
 - (i) amounts for work undertaken prior to the Service Commencement Date; and
 - (ii) cost relating to variations to the scope of work.

9. Termination Payments

9.1 Calculated Fare Revenue Reconciliation Payment

- (a) A Calculated Fare Revenue Reconciliation Payment will be calculated in respect of fare revenue collected by the Operator or any of their agents during the last Reporting Period of the Term in accordance with the following formula:

$$CFRRP = LCFR - FCFR$$

where:

- CFRRP** is the Calculated Fare Revenue Reconciliation Payment which may be a positive or a negative amount;
 - LCFR** is the Last Calculated Fare Revenue determined in accordance with paragraph (b);
 - FCFR** is the Calculated Fare Revenue for the first Reporting Period in the Term determined in accordance with paragraph 2.8.
- (b) The Last Calculated Fare Revenue will be determined by aggregating the Fares (on a GST exclusive basis) for each Ticket sold by the Operator or any of their agents, based on the Ticket sales reported for the last Reporting Period.
 - (c) The Operator must pay the Director-General any Final Calculated Fare Revenue Payment which has a positive value and the Director-General must pay the Operator any Final Calculated Fare Revenue Payment which has a negative value. The Calculated Fare Revenue Payment must be paid within 14 days of the date of submission of the report under paragraph 4.2 in respect of the last Reporting Period (or, if the payment is to be made by the Operator, within 14 days of the date on which the report is required to be submitted).

10. [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

11. Electronic Ticketing System Operational Savings

- (a) The operational savings made by the Operator as a result of the implementation of the Electronic Ticketing System will be determined in accordance with Clause 19, including but not limited to any net savings in relation to labour, rent, utilities, cash collection and security costs.
- (b) The threshold in paragraph 1.3 of Schedule 6 will not apply for the purpose of determining the operational savings made by the Operator as a result of the implementation of the Electronic Ticketing System.

12. Fuel Index Multiplier

- (a) For the purpose of the calculations in this Schedule 1, the Fuel Index Multiplier for the first Reporting Period is:
 - (i) the Fuel Index for the full calendar month prior to the month in which the Service Commencement Date occurs, divided by:
[REDACTED]
- (b) For the purpose of the calculations in this Schedule 1, the Fuel Index Multiplier for any other Reporting Period is:
 - (i) the Fuel Index for the previous Reporting Period, divided by:
[REDACTED]
- (c) The Fuel Index will be calculated as the average of the daily "Mobil Terminal Gate Price" Sydney Diesel (in AU\$\$/litre excluding GST) in the previous reporting period (or, for the first Reporting Period, the full calendar month prior to the month in which

the Service Commencement Date occurs) as quoted on the website http://apps.exxonmobil.com.au/apps/htm/mn_mobil_products_automotive_pricing.asp. In this Contract, a reference to an index includes a reference to any replacement index or renamed index performing substantially the same function as the named index and a reference to a Governmental Agency or organisation responsible for publishing an index includes a reference to any Governmental Agency or other body performing substantially the same function in relation to the index.

13. Agreed Asset Capital Expenditure

13.1 Reimbursement on Completion

The Director-General will approve and reimburse the Operator for the cost of Agreed Asset Capital Expenditure initiated by the Operator set out in Sheet 10 of the Financial Bid Template contained in Annexure A, provided that the Operator has demonstrated to the reasonable satisfaction of the Director-General the following:

- (a) The amount claimed is supported by independent documentation relating to the cost and completion of the project. The Director-General may request any further information, acting reasonably;
- (b) The amount claimed does not exceed the value set out in the Financial Bid Template, adjusted by the CPI Multiplier;
- (c) The costs relating to the amount claimed have not already been recovered through other contract payments;
- (d) The associated asset is operational and shown to be delivering the intended benefits; and
- (e) The associated asset will be an Asset for the purposes of this Contract, unless otherwise agreed between the Operator and the Director-General.

13.2 Reporting

The Operator must include a status report of all the projects included within Sheet 10 of the Financial Bid Template as part of its Asset Management Plan.

13.3 Payment

The Director-General will pay the Operator, subject to clause 13.1 above, the reimbursement amount on either:

- (a) the first Monthly Payment Date after notifying the Operator that the claim has been approved under paragraph 13.1(a); or
 - (b) the estimated completion date as forecast in the Financial Bid Template,
- whichever is the later date.

14. Narrabeen Docking Reconciliation Payment

- (a) The Operator will make a payment to the Government in respect of the total costs paid by Sydney Ferries prior to the Service Commencement date under the Narrabeen Docking Contract (**Narrabeen Docking Reconciliation Payment**).

- (b) The Government must notify the Operator of the amount of the Narrabeen Docking Reconciliation Payment within 30 days of Service Commencement.
- (c) The Government must provide such invoices, documentation and information as the Operator may reasonably require to substantiate total costs paid by Sydney Ferries under the Narrabeen Docking Contract.
- (d) The Narrabeen Docking Reconciliation Payment must be paid by the Operator within 30 days of the date on which the Narrabeen Docking Reconciliation Payment has been notified by the Director-General.

15. Information

15.1 Cooperation

The Director-General and the Operator must cooperate with each other to ensure that the payments to be made under this Schedule are determined correctly and efficiently on the basis of all the information available to each of them from time to time.

15.2 Access and review of Operator's records

The Operator must ensure that the Director-General has reasonable access to the Operator's records during the Term (and for 12 months after the Termination Date) to enable the Director-General to calculate and verify the calculation of payments to be made under this Schedule.

15.3 False Information

If the Operator provides information used in calculation of payments under this Schedule 1, which is false or misleading in any material respect or takes any action to artificially inflate the calculation of payments to be made to the Operator or to deflate artificially the calculation of payments to be made by the Operator under this Schedule 1 (in either case **Misinformation**), this will constitute an Operator Breach and a Termination Event and (in addition to her rights in respect of the Operator Breach and Termination Event) the Director-General may:

- (a) refuse to make any payments affected by the Misinformation; and
- (b) demand a repayment of any payment made under this Schedule 1 in respect of which the Misinformation relates.

15.4 Disputes

- (a) The amount of a payment to be made under this Schedule 1 may not be disputed by the Director-General or the Operator unless:
 - (i) the dispute is notified within 12 months after the payment; or
 - (ii) the dispute arises as a result of Misinformation.
- (b) Unless expressly stated to the contrary, all disputes under this Schedule 1 (except under paragraph 15.3) must be referred to an independent expert for resolution under clause 31.

Schedule 2 – Plans and reporting

Part A – Plans

1. General

Section 2 (Content) of this Part A of Schedule 2 applies to all Plans as follows:

- (a) Each Plan must, at a minimum, contain the information described in the "Content" column for that Plan and:
 - (i) have a strong focus on processes, behaviours and conduct designed to ensure Continuity of the Ferry Services and achievement of the Performance Benchmarks;
 - (ii) not require processes, behaviours or conduct inconsistent with the Contract; and
 - (iii) be prepared in a way compatible with the reports required under Part C of this Schedule 2.
- (b) The Operator must whenever it proposes to amend a Plan, or propose the Initial Business Plan, submit the Plan (as amended if applicable) for approval in accordance with the Part B of this Schedule 2.
- (c) The Operator must update each Plan (other than the Contract Service Plan and the AMP including an Annual Works Plan) when necessary to comply with Good Industry Practice or at the request of the Director-General by submitting the Plan (as amended) for approval in accordance with Part B of this Schedule 2.
- (d) The Operator must update the Contract Service Plan and the AMP including an Annual Works Plan each Contract Year by submitting the Plan (as amended) for approval in accordance with Part B of this Schedule 2.
- (e) The Operator must amend a Plan if required by the operation of:
 - (i) clause 18 (Contract Variations);
 - (ii) clause 19 (Change Event);
 - (iii) clause 6.2 (Annual Timetable Review);
 - (iv) clause 6.3 (Network Review);
 - (v) clause 13.7 (Fleet Procurement Strategy); or
 - (vi) any other provision of this Contract,by submitting the Plan (as amended) for approval in accordance with Part B of this Schedule 2.

2. Content

<i>Plans</i>	<i>Content</i>
Contract Service Plan (clause 6.2)	<ul style="list-style-type: none"> • identify days and hours of operation and service frequency; • identify the Route network to be serviced; • a map of each Route; • annual operating data including Revenue Hours and service trips for all Ferry Services; • annualised summary (on a Route basis) of operating data including Revenue Hours and service trips; and • identification of Peak Periods.
Operations Plan (clause 8.10)	<ul style="list-style-type: none"> • identify strategies to ensure the optimisation of fleet utilisation and effective timetabling and rostering in relation to the Ferry Operations; and • identify strategies to monitor and respond to demand during peak season periods and reduce the risk to performance and overall service delivery at busy times.
Revenue Protection Plan (clause 8.10)	<ul style="list-style-type: none"> • detail a protocol for interfacing with the Current Ticketing System which must, as a minimum, provide for the Operator to perform those functions previously performed by Sydney Ferries in addition to a process whereby the Operator addresses all requests for maintenance of the Current Ticketing System to the contractor under the Ticketing Contract; • identify the resources, systems, tools and processes to collect revenue from passengers during the term of the Ferry System Contract; and • identify the resources, systems, tools and processes which will be used to minimize fare evasion during the term of the Ferry System Contract
Environmental Plan (clause 8.10)	<ul style="list-style-type: none"> • identify strategies for complying with the environmental legislation and regulatory requirements applicable to the Ferry Operations; • identify strategies to prevent, minimise and mitigate these environmental issues facing the Ferry Operations; • identify environmental management initiatives including timing; • identify the technical expertise, environmental management practices and application of systems and technology to the Ferry Operations; and • detail a monitoring and reporting regime in relation to all environmental matters including details of corrective actions should an environmental incident occur.
Accessible Transport Action Plan (clause 8.10)	<ul style="list-style-type: none"> • identify strategies for complying with the Disability Standards for Accessible Public Transport 2002 issued under the <i>Disability Discrimination Act 1992 (Cth)</i>;
Business Plan (clause 8.10)	<ul style="list-style-type: none"> • a strategic plan for conducting the Ferry Operations, coordinating the activities outlined in each Plan and covering: <ul style="list-style-type: none"> • brief description of operations;

<i>Plans</i>	<i>Content</i>
	<ul style="list-style-type: none"> • emerging issues and business pressures; • objectives and key measures; • strategies and actions; and • financial assumptions. • a 3 year financial forecast for the Operator; • an analysis of key trends in KRAs and how the implementation of the Business Plan will address any adverse trends or achieve any other planned improvement. Forecast KRAs must also be included where feasible 3 year patronage forecasts broken down per Route, per passenger type, per ticket type and for peak/off peak services; and • strategies for managing industrial relations issues.
<p>Customer Experience Plan (clause 8.9)</p>	<ul style="list-style-type: none"> • identify strategies for working with Government to improve the experience of Sydney Ferries customers as part of a broader integrated metropolitan public transport network; • detail an approach to effective and timely management and resolution of passenger feedback consistent with the obligations under the Ferry System Contract; and • identify strategies for effectively dealing with service disruptions and emergency situations.
<p>Safety Management Plan (clause 8.9)</p>	<p>Identify strategies for compliance with all relevant Safety Laws, and in addition, Australian Standards and industry codes of practice, including amongst other things:</p> <ul style="list-style-type: none"> • identifying strategies for improving the operational performance of the Ferry Operations in relation to safety; • identifying safe working methods and systems, as well as procedures for assessing and managing risks; and • identifying the approach to maintaining all relevant safety accreditations for staff manning Contract Ferries as well as the Contract Ferries themselves.
<p>Transition Plan (clause 8.9)</p>	<ul style="list-style-type: none"> • Identify activities to be undertaken between the Service Contract award and Service Contract commencement and those activities to be undertaken between Service Contract commencement and 30 June 2013, including a project plan detailing the tasks, milestones and delivery dates for all the activities to be undertaken; • Identify risks arising as a result of transition and actions to mitigate their impact on passengers, employees and other stakeholders; and • Identify strategies to manage the transition: <ul style="list-style-type: none"> – from the current safety management systems employed by Sydney Ferries to the Respondent’s own safety management plans; – of ongoing operational performance of Sydney Ferries including identifying the prioritised actions to maintain service provision; – of ongoing maintenance of Sydney Ferries’ assets including identifying the

<i>Plans</i>	<i>Content</i>
	<p>prioritised actions to maintain projects and maintenance activities;</p> <ul style="list-style-type: none"> – of customer service of Sydney Ferries including identifying the prioritised actions to maintain customer service; and – of staff including identifying the prioritised actions to ensure a smooth transition.
<p>Asset Management Plan including an Annual Works Plan (clause 8.9)</p>	<p>Asset Management Plan:</p> <ul style="list-style-type: none"> • strategies for whole of life management of the Assets to ensure their long term safety, reliability, integrity and condition broken down into the relevant Asset categories and, in relation to Contract Ferries, on a ferry by ferry basis; • summary of Asset maintenance plans including planned maintenance (routine and major) and expected unplanned maintenance levels; • details of the Agreed Asset Capital Expenditures including a status report of all the projects included within Sheet 10 of the Financial Bid Template; • details of the inspection regime for each Asset, including frequency; • details of preventative and reactive work performance standards; • back up plans for non-compliant or damaged Assets; • resource requirements, timing and costing for each activity contemplated by the AMP; and • proposals to train Staff in relation to Asset maintenance. <p>Annual Works Plan:</p> <ul style="list-style-type: none"> • details of the scheduling and location of all Maintenance Work to be carried out over the next 3 years; • demonstrating that the AWP is consistent with the AMP; and • details of substitute Assets/alternative arrangements.

Part B – Review Procedure

In this Part B:

Review Period means 20 Business Days from the Submission Date, provided that if at any time during the Review Period the Director-General reasonably requires additional information, then the Review Period will not include the time that the Operator takes to provide that information after the request for such information has been made.

1. Submission of amended Plans

- (a) Where any Plan or the amendment to any Plan (**Draft Plan**) is to be submitted for the Director-General's approval in accordance with this Review Procedure, the Operator must provide that Draft Plan:
 - (i) marked-up against the corresponding existing Plan (where applicable);
 - (ii) in both print and electronic format; and
 - (iii) with a supporting document which:
 - (A) explains the nature and reasons for the amendments;
 - (B) demonstrates how the amendment will ensure Continuity of the Ferry Services;
 - (C) proposes how the amendments will improve the delivery of the Ferry Services as measured against the Performance Benchmarks; and
 - (D) describes all cost implications to the Operator of the proposed amendment (whether or not it is connected with any Net Loss / Net Gain adjustment).
- (b) The Operator must immediately upon request by the Director-General submit any further or other information, data or documents, and make available appropriately qualified personnel, that the Director-General reasonably requires in order to be able to review the Draft Plan and respond in accordance with these review procedures.

2. Review by Director-General

- (a) The Director-General may (subject to clause 3 of part B of this Schedule) provide comments on (including rejecting) the Draft Plan in writing to the Operator during the Review Period.
- (b) The Director-General may return a Draft Plan to the Operator with or without comment. If the Director-General has no comments on a Draft Plan, the Director-General may mark that document with a statement "No comment".
- (c) If the Director-General fails to comment on or respond to any Draft Plan within the Review Period, then the Director-General shall be deemed to have returned the Draft Plan to the Operator marked with the statement "No comment".

- (d) If the Director-General provides the Operator with comments in respect of the Draft Plan or rejects the Draft Plan under clause 3 of part B of this Schedule, the Director-General must provide sufficient detail to the Operator to substantiate those comments or that rejection.

3. Grounds on which Director-General may comment or reject

The Director-General may provide comments in respect of, or reject, a Draft Plan where:

- (a) the Draft Plan:
 - (i) is incomplete, of poor quality or otherwise is not in a condition to allow the Director-General to adequately review it;
 - (ii) does not comply with relevant Laws or the Contract;
 - (iii) is not submitted in accordance with clause 1 of Part B of this Schedule; or
 - (iv) does not contain the content specified in the table in Part A of this Schedule, **(Draft Plan Defect)**; or
- (b) the implementation of the Draft Plan would (in the Director's opinion) be likely to adversely affect:
 - (i) the safety of the passengers or the public; or
 - (ii) the Director-General's liabilities or potential or contingent liabilities under the Transaction Documents; or
 - (iii) the Operator's ability to perform its obligations under the Transaction Documents; or
 - (iv) achievement of the Contract Objectives; or
 - (v) the Continuity of the Ferry Services; or
 - (vi) the Director-General's rights under a Transaction Document, **(Draft Plan Adverse Effect)**.

4. Operator to revise Draft Plan

- (a) Where the Director-General comments on, or rejects, a Draft Plan on the basis that it contains a Draft Plan Defect or is likely to result in a Draft Plan Adverse Effect, the Operator must:
 - (i) amend the Draft Plan to rectify the Draft Plan Defect and or remove the likelihood of a Draft Plan Adverse Effect happening; and
 - (ii) re-submit the Draft Plan as amended to the Director-General,and the provisions of this Schedule shall apply again to the re-submitted Draft Plan until it is returned to the Operator without any comment or with the statement "No comment".
- (b) If the Operator disputes the need for any amendments to the Draft Plan the Operator may refer the matter for determination in accordance with clause 31.

5. Draft Plan approved

If the Director-General returns (whether on the first or a subsequent occasion) or is deemed to have returned a Draft Plan to the Operator without any comment or with the statement "No comment":

- (a) the Draft Plan will be taken to have been approved;
- (b) the Draft Plan will replace the corresponding existing Plan (where applicable); and
- (c) the Operator must implement and comply with the Plan.

6. Effect of Review

- (a) The review, updating and replacement of Plans under these Review Procedures (including any review, comment or failure to comment on, or acceptance, approval, endorsement or rejection by the Director-General of, Draft Plans) does not in any way:
 - (i) impose any duty of care or other legal obligation on the Director-General;
 - (ii) relieve the Operator from, or alter, affect or reduce, the obligations and liabilities of the Operator under the Transaction Documents or at law;
 - (iii) constitute any representation that any Draft Plan complies with this Contract;
 - (iv) constitute evidence that the Ferry Services or the Ferry Operations have been or will be provided in accordance with the Transaction Documents; or
 - (v) prejudice the Director-General's rights against the Operator, whether under the Transaction Documents or otherwise according to Law;
- (b) The Operator has no entitlement to make any Claim against the Director-General, under this Contract or otherwise at law in connection with any review, comment or failure to comment on, or acceptance, approval, endorsement or rejection of, a Draft Plan.

Part C – Reporting

1. Provision of Reports

- (a) The Operator must provide the Director-General with an Operational Report:
- (i) in accordance with clause 8.2;
 - (ii) upon receipt of any Clean Up Notice which must be reported to the Director-General within seven days of receipt of any such notice; and
 - (iii) at any other time, within 10 days of any request from the Director-General, which must include all the requirements described in section 2 (Reporting Requirements) of this Part C of Schedule 2.
- (b) The Operator must provide the Director-General with a Financial Report;
- (i) in accordance with clause 8.2; and
 - (ii) at any other time, within 10 days of any request from the Director-General, which must include all the requirements described in section 2 (Reporting Requirements) of this Part C of Schedule 2.

2. Reporting requirements

<i>Reports</i>	<i>Content</i>
Operational Report (clause 8.1)	<p>Operational Report means a detailed report and analysis by the Operator of its operational performance of the Ferry Operations which must include:</p> <ul style="list-style-type: none"> • a summary and analysis of the Operational Records; • a reconciliation against each Performance Benchmark on a whole of Ferry Services basis; • patronage for Peak Periods and non Peak Periods; • rates of passenger ticket inspections for revenue protection purposes; • numbers of (fare evading) defaulters detected; • number and type of complaint received; • average time taken to resolve complaints; • defect notices issued by NSW Maritime; • days lost due to industrial action; • staff LTI Incident Rate; • staff LTI Frequency Rate; • a summary and analysis of the Ferry Operations' compliance with all

<i>Reports</i>	<i>Content</i>
	<p>Environmental Laws and the provisions of the Environmental Plan;</p> <ul style="list-style-type: none"> • a summary of all actual and potential environmental incidents and complaints including the date, time and details of the nature of the incident and/or complaint; • details of the action undertaken to address the incident and/or complaint; and • describe the measures for improving the Ferry Operations' environmental performance. • within seven days of receiving any Clean Up Notice, the Operator is to provide: <ul style="list-style-type: none"> • a copy of the Clean Up Notice to the Director-General; and • full details of what action if nay has been undertaken to date by the Operator to address the Clean Up Notice; and • full details of the proposed measures to be implemented in response to the Clean Up Notice; • must be in the form specified by the Director-General; and • must be in a form which is compatible with the Director-General's electronic data and records systems. <p>Operational Records means those records of the Operator relating to the operational aspects of the Ferry Operations kept by or on behalf of the Operator, required by Law or Authorisations or of a kind that would ordinarily be maintained as a matter of Good Industry Practice and including:</p> <ul style="list-style-type: none"> • Ferry Revenue Hours completed; • dead running hours • cancellation (including reasons) and reliability records; • patronage data including annual patronage growth; • cancellations and missed services, including reasons; • fleet availability (percentage of fleet available for scheduled services); • vessel reliability (percentage of available vessels that remain in service without withdrawal as a consequence of mechanical failure); • environmental incidents; • staff turnover rates, absentee rates and details of any industrial action; any other records required to be produced by Ferry Laws; • any other records relating to the operational aspects of the conduct of the Ferry Operations reasonably required by the Director-General; and • particulars of Non-Compliance Events and costs incurred by the Operator in seeking to cure them.
Financial Report	Financial Report means a detailed report and analysis by the Operator of its

<i>Reports</i>	<i>Content</i>
(clause 8.1)	<p>financial performance of the Ferry Operations which must include:</p> <ul style="list-style-type: none"> • copies of the Financial Records; • a summary and analysis of the Financial Records; • a summary of performance against the financial targets in the Business Plan; • measures for improving financial performance; • a statement as to the solvency of the Operator; <p>The Financial Report:</p> <ul style="list-style-type: none"> • must be in the form specified by the Director-General; and • must be in a form which is compatible with the Director-General's electronic data and records systems. <p>Financial Records means proper books of account and all other financial planning records of the Operator relating to the Ferry Operations kept by or on behalf of the Operator, required by Law or Authorisations or that would ordinarily be maintained as a matter of Good Industry Practice and including:</p> <ul style="list-style-type: none"> • cash flow reports; • profit and loss statements; • balance sheets; and • notes, documents and data supporting the records contemplated above including ledgers, spreadsheets, payroll registers, customer invoices, vendor bills, bank statements, tax returns, insurance policies and ASIC lodgements.
Vessel Cleanliness Report	(Performance Benchmark to be developed by 30 June 2013 to apply from 1 July 2013)

Schedule 3 – Fares

Part 1 – Full Fares and Concession Fares

The current (as detailed in the Sydney Ferries website) Full Fares and Concession Fares will apply (on a GST inclusive basis):

SECTION GROUPS			
	Service/Wharf	FULL FARE	CONCESSION SINGLE
SINGLE FARES (MyFerry1 and MyFerry2 zones replace former zones)	Balmain/Woolwich	\$5.30	\$2.60
	Darling Harbour	\$5.30	\$2.60
	Mosman Bay	\$5.30	\$2.60
	Neutral Bay	\$5.30	\$2.60
	Taronga Zoo	\$5.30	\$2.60
	Watsons Bay	\$5.30	\$2.60
	Meadowbank	\$6.60	\$3.30
	Rydalmere	\$6.60	\$3.30
	Parramatta	\$6.60	\$3.30
	Manly Ferry	\$6.60	\$3.30
MyFerry TravelTen	Balmain/Woolwich	\$42.20	\$21.10
	Darling Harbour	\$42.20	\$21.10
	Mosman Bay	\$42.20	\$21.10
	Neutral Bay	\$42.20	\$21.10
	Taronga Zoo	\$42.20	\$21.10
	Watsons Bay	\$42.20	\$21.10
	Meadowbank	\$52.80	\$26.40
	Rydalmere	\$52.80	\$26.40
	Paramatta	\$52.80	\$26.40
	Manly Ferry	\$52.80	\$26.40
MyMulti Day	All Services/ Wharves	\$20.00	\$10.00
Pensioner Excursion Ticket	All Services/ Wharves	\$2.50	Not Applicable

Further information on MyZone fares can be found on the MyZone website's fares page
<http://www.131500.com.au/tickets/fares/myzone>

Part 2 - Fare products

MyMulti – train, bus and ferry

Zone	Adult weekly	Concession weekly	Adult monthly	Adult quarterly	Adult yearly
MyMutli 1	\$41.00	\$20.50	\$155.00	\$426.00	\$1,540.00
MyMutli 2	\$48.00	\$24.00	\$183.00	\$503.00	\$1,820.00
MyMutli 3	\$57.00	\$28.50	\$219.00	\$602.00	\$2,180.00

Further information on MyMulti including zone boundaries can be found on MyZone’s MyMulti page <http://www.131500.com.au/tickets/upload/docs/myMultiMap.pdf>.

Family Funday Sunday

Eligible family members can purchase a Family Funday Sunday ticket for a flat fare of \$2.50 per person. The ticket allows unlimited travel on a Sunday around metropolitan and outer metropolitan Sydney, including Newcastle and Wollongong. An eligible family must be related by family and must include at least one child (anyone under 16 years) and one adult. Family Funday Sunday Terms and conditions are available at http://www.sydneyferries.info/uploads/funday_t_and_c.pdf.

ZooPass

Ticket	Adult	Child*	Family**
ZooPass	\$50.50	\$25.00	\$142.50

* A child is anyone aged four (4) to fifteen (15) years inclusive. Children under four (4) travel free.

** Family ticket is for 2 adults and 2 children in the same family group. Please note, all prices are in Australian Dollars. Fares effective 18 July 2011.

Further information on ZooPass is available at <http://www.sydneyferries.info/tickets-fares/zoo-pass.htm>

Part 3 – Approved Beneficiaries for Concessions

The persons identified in the following table are Approved Beneficiaries eligible for concession fares prices:

Approved Beneficiaries	Proof of eligibility	Issued by	Concession entitlements
Children (ages 4 – 15)	No proof required. (However, a Proof of Age Card can be used to confirm a young person is under 16 years)	RailCorp Passes and Concessions and/or schools on behalf of RailCorp Passes and Concessions	Half fare
Senior Secondary School Students (ages 16-18)	NSW Senior Secondary Student Card	NSW schools on behalf of RailCorp Passes and Concessions	Half fare
Full time University, TAFE and private college students (aged 16+) or full time School Students (aged 19+)	NSW Tertiary Student Concession Card	NSW/ACT universities, TAFE and private colleges on behalf of RailCorp Passes and Concessions	Half fare (restricted)
Apprentices (1st, 2nd & 3rd year) and Trainees	NSW Indentured Apprentice/Trainee Transport Concession Card	RailCorp Passes and Concessions	Half fare (restricted) For travel between home, workplace and college
Jobseekers	NSW Half Fare Entitlement Card for jobseekers	Centrelink on behalf of Transport for NSW	Half fare (restricted)
Pensioners	Pensioner Concession Card (NSW & Interstate)	Centrelink and Department of Veterans Affairs	Half fare PET
Seniors	Seniors Cards issued by approved State & Territory Governments	NSW Department of Ageing Disability & Home Care and equivalent interstate agencies	Half fare PET
NSW War Widowers	NSW War Widowers Card	Department of Veterans Affairs	Half fare on single Ticket PET

Notes:

- (i) This list of Approved Beneficiaries may be varied from time to time by the Director-General in accordance with any scheme implemented pursuant to Section 39 of the *Transport Administration Act 1988* (NSW).
- (ii) The Approved Beneficiary status will continue in circumstances where the proof of eligibility certification may change from time to time (an updated Schedule will be issued to the Operator where there is a change).
- (iii) The Approved Beneficiary status will continue in circumstances where the issuing authority may be replaced by another authority from time to time (an updated Schedule will be issued to the Operator where there is a change).
- (iv) PET means Pensioner Excursion Tickets. PETs are available for the relevant Approved Beneficiaries for travel on the date of first use up until 4:00am the following morning.

Part 4 - Approved Beneficiaries for Free Travel

The persons identified in the following table will be eligible for free travel:

Free travel	Proof of eligibility	Issued by	Concession entitlements
SSTS scheme participants (Primary, secondary school students and certain TAFE students)	Operator-specific SSTS Pass(es) and/or ETS	MoT or operators	Free travel in accordance with SSTS Policy set by the MoT and amended from time to time
Vision impaired persons	Vision Impaired Persons Pass (NSW and interstate)	RailCorp Passes and Concessions and equivalent transport agency in other States and Territories	Free travel including guide dog (and attendant where endorsed on VIP Pass).
World War 1 veterans and their wives/widows	NSW World War 1 Travel Concession Card	RailCorp Passes and Concessions	Free travel
Veterans with service related disabilities	NSW Ex-Member of Defence force Pass	RailCorp Passes and Concessions	Free travel (and attendant where endorsed on card)
Blind Veterans	Blinded Soldier's Gold Pass	RailCorp Passes and Concessions	Free travel (and attendant where endorsed on card)
Attendants/Carers	<ul style="list-style-type: none"> - Attendant entitlement marked on one of the above NSW disability cards, or - A Companion Card approved by State and Territory Governments 	<ul style="list-style-type: none"> - RailCorp Passes and Concessions - In the case of NSW, DADHC 	Free travel when assisting card holder
Assistance Animal	Assistance Animal Permit No proof required for Guide Dogs and Hearing Dogs	Not Applicable	Free Travel
People recognised for service to the State	State TravelCard holders (including Gold Pass State Transit and Sydney Ferries Employee Pass (including Gold Pass) holders State Transit, Sydney Ferries and RailCorp Employee Holiday Pass	RailCorp Passes and Concessions State Transit Passes Unit RailCorp Passes and Concessions/State Transit Passes Unit	Free Travel

	Vouchers
--	----------

In addition to those identified above as Approved Beneficiaries for free travel generally, the persons identified in the following table are eligible for free travel on the occasion specified in the table:

Occasion	Persons Eligible	Concession entitlements
ANZAC Day; National Service; Vietnam Veteran's Day; Reserve Forces Day; Remembrance Day	<ul style="list-style-type: none"> Members or Ex-Members of the Australian Defence Force who are wearing one of the uniforms of the Australian Defence Force, and/or displaying service medals and/or carrying a letter of accreditation on the letterhead of a branch of the Returned and Services League (RSL) or other recognised ex-services organisation. Spouses, children or grandchildren of deceased Members of the Australian Defence Force who are wearing the uniforms of the deceased Australian Defence Force Member and/or displaying the service medals of the deceased Australian Defence Force Member and/or carrying a letter of accreditation on the letterhead of a branch of the (RSL) or other recognised ex-services organisation. 	Free travel
Teddy Bears' Picnic	Children, their parents and/or guardians provided the child carries a teddy bear or other plush toy.	Free travel
Occasional Events	Groups notified to the Operator by Transport for NSW for specified travel on a case by case basis.	

Schedule 4 - Performance Benchmarks

The objective of the Performance Benchmarks is to promote improved performance, sustained over the term of the Contract, in areas:

- which are Government policy priorities;
- where data is quantifiable and measurable and would be collected by a well-managed business; and
- where self-performance over time can be properly assessed.

The Performance Benchmarking arrangements in this Schedule 4 and clause 21 are planned to work in conjunction with patronage payments and public reporting to provide both short and long term performance incentives. The Key Result Areas are:

KRA	Performance Indicator	Performance Standard		Reporting/Assessment	
		Clause 5.5	Clause 22		Operator Breach
Safety	1 Significant Incidents ¹	Nil	Nil	Nil	Monthly
	2 Collisions & Groundings ²	15	15	15	Monthly
	3 Passenger Injuries ³	16	16	16	Monthly
Reliability	4 Percentage of services that actually run ⁴	99.5%	99.5%	99%	Monthly
	5 Percentage of services that run on time ⁵	98.5%	98.5%	97.5%	Monthly
Operational	Total Cost per Service	Reducing trend	N/A	N/A	Annually

¹ Incidents resulting in loss of life, life-threatening injury or injury to multiple persons, and/or damage over \$100,000.


² Incidents involving a vessel reportable to NSW Maritime under categories (e) and (f) of the definition of marine accident contained in section 94 of the *Marine Safety Act 1998*.


³ Passenger injury that occurs in connection with the Ferry Operations and requires medical attention.

⁴ Proportion of 'actual services' relative to number of 'scheduled services'.

⁵ Proportion of 'actual services' departing on-time (within 5 minutes of its scheduled departure: measured at Circular Quay)

Efficiency	Hour	Complaints per 100,000 boardings as measured through the 131500 system	The Operator's performance from Service Commencement to 30 June 2013	The Operator's performance from Service Commencement to 30 June 2013	The Operator's performance from Service Commencement to 30 June 2013	Monthly
Customer Satisfaction	7					

Empty cell	Empty cell		Empty cell	Empty cell	Empty cell	Empty cell
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Customer Satisfaction	8	Complaints Response	Response to verbal complaints within 5 Business Days. Response to written complaints within 15 Business Days	Response to verbal complaints within 5 Business Days. Response to written complaints within 15 Business Days	Response to verbal complaints within 5 Business Days. Response to written complaints within 15 Business Days	Monthly
Cleanliness Reporting	9	Reporting on vessel cleanliness (to be developed by 30 June 2013 to apply from 1 July 2013)	(to be developed by 30 June 2013 to apply from 1 July 2013)	(to be developed by 30 June 2013 to apply from 1 July 2013)	(to be developed by 30 June 2013 to apply from 1 July 2013)	Monthly
Reporting	10	Percentage of Monthly Reports submitted within reporting requirements	100%	100%	100%	Monthly

Schedule 5 – Contract Variation Template

[Note to Operator: The purpose of this document is to record all of the expected consequences of a proposed Contract Variation. The list of matters requiring consideration is indicative. The Operator should supplement it as necessary. The template must be completed so that, if the Director-General were to agree to the matters in this template, it would be immediately capable of acceptance by the Director-General and binding on the Operator]

[date]

TO: [Director-General]

Ferry System Contract – Contract Variation Template No: [#]

I am authorised to execute this Contract Variation Template for the Operator.

Terms defined in the Ferry System Contract have the same meaning when used in this Contract Variation Template.

1. What is the reason for the Contract Variation Template?

- Response to the Director-General's Contract Variation notice dated [date].
- Operator initiated Contract Variation.

2. Contract Variation description *[Operator to attach supporting documents as necessary]*

.....
.....

3. Does the Timetable require any changes?

- Yes. Refer to the attached. *[Operator to provide a revised draft Timetable]*
- No.

4. Does the Contract Service Plan require any changes?

- Yes. Refer to the attached. *[Operator to provide amendments to the Contract Service Plan (in mark-up)]*
- No.

5. Do any other Plans require any changes?

- Yes. Refer to the attached. *[Operator to provide amendments to Plans (in mark-up)]*
- No.

6. Do the Transaction Documents require any changes?

Yes. Refer to the attached. *[Operator to provide amendments to the Transaction Documents (in mark-up)]*

No.

7. Does the Contract Variation require the Operator to enter into any new contracts?

Yes. Refer to the attached. *[Operator to provide a term sheet or draft contract to enable Director-General to assess whether the contract is a Key Contract]*

No.

8. Does the Contract Variation require any changes to the Assets?

Yes. Refer to the attached. *[Operator to provide details of all new Assets]*

No.

9. Is there any Net Loss / Net Gain adjustment as a consequence of the Variation?

Yes. Refer to the attached. *[Operator to provide details of the proposed Net Loss / Net Gain calculated in accordance with Schedule 6]*

No.

10. When will the Contract Variation be implemented? *[Operator to describe the timing for the implementation of the Variation including (if applicable) providing a program of any milestones or contingent events (such as Governmental Agency approvals)]*

11. Additional supporting documents *[Attach any additional supporting documents necessary for the Director-General to make an informed decision with respect to the implementation of the Contract Variation]*

The following documents provide further details of the Contract Variation:

(a) *[document]*(Annexure [#])

(b) *[document]*(Annexure [#])

Operator acknowledgements

1. The Operator acknowledges that this Contract Variation Template constitutes a valid and binding offer to amend the Transaction Documents in accordance with the terms of this Contract Variation Template.

2. The Operator warrants that the information in this Contract Variation Template is, to the best of the Operator's knowledge, true and correct and not misleading.

Signed:

.....
(Full Name of Director)

Schedule 6 - Net Loss or Net Gain

1. Background

1.1 Objective

The objective of the Net Gain/Net Loss mechanism is to:

- (a) provide a basis to assess the financial impact of a Contract Variation or Change Event and determine the Net Gain arising out the Operator adopting a WorkCover Retro-Paid Loss Premium Model for the purposes of determining the Retro Paid Loss Premium Model Benefit Share payable pursuant under paragraph 9 of Schedule 1 (in each case an *Adjustment Event*); and
- (b) adjust the Monthly Payments to compensate the Operator for any Net Loss or obtain for the Director-General the benefit of any Net Gain.

1.2 Operator to Calculate

The Operator must present to the Director-General:

- (a) its estimate of the impact of any Adjustment Event;
- (b) its estimate of the Net Gain or Net Loss arising from the Adjustment Event; and
- (c) its recommended changes to the Monthly Payments under this Contract,

in accordance with the principles and guidelines set out in this Schedule, together with the working papers supporting those changes.

1.3 Threshold

There will be no adjustment to the Monthly Payments if the estimated Net Gain or Net Loss arising from an Adjustment Event is less than \$ [REDACTED] (in real net present value terms at the time of the Adjustment Event, using a real discount rate of [REDACTED]%) applying the principles for calculation set out in this Schedule.

1.4 Margin

It is anticipated that a margin is to be included in calculation of operating cash flows and that the margin will be commensurate with the risk undertaken by the Operator in relation to the Adjustment Event.

2. Guidelines

2.1 Interaction between Guidelines and Objective

This clause provides guidelines for the application of the objective set out in clause 1 of this Schedule. If the guidelines and the objective conflict, the objective will prevail.

2.2 General Principles

- (a) The Net Gain/Net Loss calculations must be prepared in real dollars (ignoring the expected impacts of inflation over the period of the Adjustment Event).

- (b) The calculations must reflect only the cash impacts of the Adjustment Event, including any payments to be made by either the Operator or the Director-General on termination of this Contract. The estimated cashflow impacts for each Financial Year (or part of a Financial Year, where relevant) must be assessed over the life of the impact of the Adjustment Event, up to a maximum of 7 years.
- (c) The cashflows included in the calculations must reflect amounts exclusive of GST.
- (d) The cashflows must reflect commercial arms length arrangements in relation to revenue (and other cash inflows) and costs (and other cash outflows).
- (e) There is a presumption that the Net Gain/Net Loss calculations will be prepared on a pre income tax basis. However, where the nature of the Adjustment Event is such that there are likely to be significant tax timing or permanent differences, these must be taken into account.
- (f) The Director-General retains the right to require a third party review of the Net Gain/Net Loss calculations prepared by the Operator and the recommended adjustments to the Monthly Payments. The Operator must cooperate with any third party engaged by the Director-General for this purpose.

2.3 Cash Flows to be Included

- (a) The Net Gain/Net Loss calculations must include the patronage impacts associated with the Adjustment Event and implications for Monthly Payments. It is recognised that measurement of these impacts may in some cases be difficult, however the Operator must use all reasonable endeavours to assess the cash impacts.
- (b) Cash inflows must include the proceeds of any asset sales which are able to be initiated by the Operator as a result of or in connection with the Adjustment Event.
- (c) All operating cost impacts must be included in the calculations including changes in operating and maintenance costs, start-up costs associated with the Adjustment Event and redundancy payments flowing from labour reductions.
- (d) Cash outflows associated with capital expenditure (excluding costs of financing on such expenditure) must be included.
- (e) The Operator must consult with the Director-General and propose a funding proposal for any major capital expenditure associated with an Adjustment Event. The Director-General retains the discretion to nominate whether that capital expenditure is to be funded by the Operator's funding proposal or by the Director-General's own funding arrangements or that the capital expenditure will not be undertaken.
- (f) Cash outflows must only reflect costs or capital expenditure to be borne by the Operator and not include any amounts which the Director-General agrees to fund directly.
- (g) The effect of the Adjustment Event at the end of the Term must be included in the assessment of the Net Gain/Net Loss including both payments required to be made by the Operator and any amounts payable to the Operator by the Director-General or a Successor Operator as a result of or in connection with the Adjustment Event.
- (h) Note: The Operator is liable for all of its costs associated with an application for a change to this Contract, including the preparation of a Change Notice and meetings with or information provided to the Director-General or other persons.

3. Adjustment or Payments

Following determination of any Net Gain or Net Loss, at the Director-General's election:

- (a) the Monthly Payments for the balance of the Term will be adjusted to increase the amount payable by the Director-General in the case of a Net Loss or decrease the amount payable by the Director-General in the case of a Net Gain. The Director-General will determine which Monthly Payments are to be adjusted having regard to any recommendation or preference expressed by the Operator; and
- (b) the Director-General may make a single lump-sum payment or other periodical payments to the Operator equal in the case of Net Loss or require a lump sum or other periodical payments from the Operator in the case of Net Gain.

4. Ability to Revisit Calculations

- (a) Given that many of the expected cashflow impacts associated with an Adjustment Event are likely to be difficult to assess at or prior to the Adjustment Event being implemented the Operator and the Director-General have the ability to provide for the Net Gain or Net Loss calculations (or specific components thereof) to be reviewed after implementation.
- (b) The Director-General and the Operator must agree at the time the Adjustment Event is initially contemplated whether it is of such a nature that either party is of the view that the cashflow impacts should be reviewed after the Adjustment Event comes into effect. It is intended that the right to revisit will only be required where there are unpredictable or contingent cashflow impacts associated with the Adjustment Event. If the Director-General and the Operator are unable to agree on the need for the matter to be revisited, the matter may be referred to an independent expert by either party for determination under clause 31.
- (c) If a review is undertaken and the Net Gain or Net Loss is determined to be materially different from that reflected in the initial calculations, the Director-General and the Operator must agree on the adjustments to the Monthly Payments required to reflect this difference. The adjustment may include retrospective adjustments in respect of payments already made based on the original calculation. Either party has the right to engage a third party to review the adjustments proposed under this clause.

5. Disputes

If a dispute arises between the Director-General and the Operator in relation to any issues associated with the determination of the cash impacts of an Adjustment Event, or any other matter related to issues associated with Net Gain/Net Loss, the parties must appoint an independent expert under clause 31. Any determination made by the independent expert will be binding on both the Operator and the Director-General.

Schedule 7– Mandated Accounting Policies

For the purposes of financial reporting, forecasting and claims for payment under the Contract, the Operator must comply with the Australian Accounting Standards Board Standards, as applicable, as issued from time to time by the Australian Accounting Standards Board (www.aasb.com.au), except in relation to:

- Farebox revenue, which is to be brought to account and recorded on a cash basis, with no provision for accruals.
- The accounting for major vessel maintenance work (including planned and unplanned) which are to be brought to account as expenditure in the year in which that expenditure is incurred and not capitalised.
- All Assets acquired are to be initially recorded at their cost of acquisition, plus incidental costs directly attributable to the acquisition.
- Assets are to be depreciated or amortised on a straight-line basis from the date of acquisition. The depreciation or amortisation will be taken over the lower of the estimated useful life (refer schedule below) or remaining life being the estimated useful life less the age of the asset at acquisition.

Category	Estimated Useful Life (Years)
Computer equipment - hardware	4
Software	2.5
Motor Vehicles	8
Furniture and fittings	13
Plant and equipment	20
Tools	5
Security systems (cameras etc)	7
Portable sheds	10
Office equipment	5

The Mandated Accounting Policies may by agreement with the Operator be varied from time to time by the Director-General.

In addition, the following accounting conventions will apply for reporting of certain expenditure items (but will vary for purposes of determining contract payments):

- actual financing costs are to be disclosed; and
- related party transactions are accounted for on a commercial terms basis.

Schedule 8 – Warranties & Acknowledgements

Part A – Warranties

Each warranty set out in this Schedule 8 and any similar promise or undertaking given by the Operator binds the Operator, each of the Partners and the Partnership and is deemed to have been given by the Operator, each of the Partners and the Partnership.

Warranty 1 - Process

- 1.1 **(Probity and Process Deed)** It has not acted in breach of any of the terms of the Probity and Process Deed.
- 1.2 **(Information etc)** All of the information, representations and other matters of fact communicated in writing to the Director-General or the Director-General Associates by it and its directors, officers, employees, servants, agents or related entities, in connection with or arising out of the Operator's formal offer for the provision of the Ferry Services were (at the dates submitted to the Director-General or the Director-General's Associates) and remain, in all material respects, true, accurate and not misleading.
- 1.3 **(No representations or warranties by Director-General)** Before entering into any Transaction Document, it made all enquiries that it wanted to make in relation to the subject matter of the Transaction Documents, and did not rely on any representation or warranty by or on behalf of the Director-General.

Warranty 2 - General Representations and Warranties

- 2.1 **(Status)** It is a corporation duly incorporated and validly existing under the laws of New South Wales.
- 2.2 **(Power)** It has the power to enter into and perform its obligations under the Transaction Documents to which it is expressed to be a party, to carry out the transactions contemplated by those documents and to carry on its business as now conducted or contemplated.
- 2.3 **(Constitution)** Its constitution produced to the Director-General at the date of this Contract and signed by its solicitors for the purposes of identification is its constitution including all resolutions affecting it.
- 2.4 **(Corporate authorisations)** It has taken all necessary corporate action to authorise the entry into and performance of the Transaction Documents to which it is expressed to be a party and to carry out the transactions contemplated by those documents.
- 2.5 **(Document binding)** Each Transaction Document to which it is expressed to be a party creates valid and binding obligations and is enforceable in accordance with its terms, subject to any necessary stamping and registration, laws generally affecting creditors' rights and general principles of equity. Each Operator Security Deed and each Specific Security Deed is an effective security interest (as defined in each such document) over the property purported to be secured by it with the priority stated in it.
- 2.6 **(Transactions permitted)** The execution and performance of the Transaction Documents to which it is expressed to be a party and each transaction contemplated under those documents did not and will not violate in any respect a provision of:

- (a) any law or treaty or a judgment, ruling, order or decree binding on it;
- (b) its constitution or other constituent documents (including the Partnership Agreement); or
- (c) any other document or agreement that is binding on it or its assets.

2.7 (Legal proceedings)

- (a) No suit, cause of action, proceeding, application, claim or investigation is current, pending, threatened or in prospect against it and in particular there is no outstanding product liability or workers' compensation claim.
- (b) No resolution has been passed for its winding up.
- (c) No resolution has been passed for the appointment of an administrator to it.
- (d) There is no unsatisfied judgment against it.
- (e) There are no facts, matters or circumstances that give any person the right to apply to wind it up or to appoint a controller within the meaning of section 9 of the Corporations Act or an administrator or an inspector under the Corporations Act in respect of it or any part of its undertaking or assets or income.

2.8 (Authorisations) Each Authorisation that is required in relation to:

- (a) the execution, delivery and performance by it of the Transaction Documents to which it is expressed to be a party and the transactions contemplated by those documents;
- (b) the validity and enforceability of those documents and the effectiveness or priority of the Operator Security Deed; and
- (c) the Ferry Operations,

has been obtained or effected. Each is in full force and effect. It has complied with each of them. It has paid all applicable fees for each of them. To the extent this warranty applies to Authorisations that are only required (and can only be obtained) from the Service Commencement Date, it is only given as at the Service Commencement Date.

2.9 (Statutory Requirements)

- (a) All Authorisations required to be lodged or given by it under the Corporations Act and other relevant acts and regulations have been duly and properly prepared and lodged or given.
- (b) There are no notices of any Governmental Agency outstanding against it.
- (c) It has duly observed and complied in all respects with the provisions of all laws and regulations and all orders, notices, awards and determinations made by any Governmental Agency in any way relating to or binding on it or any property owned or occupied by it.

2.10 (No misrepresentation) All information provided by it to the Director-General is true in all material respects at the date of this Contract or, if later, when provided. Neither that information nor its conduct and the conduct of anyone on its behalf in relation to the transactions contemplated by the Transaction Documents was or is or will be misleading, by omission or otherwise.

2.11 (Copies of documents) All copies of documents (including all audited accounts and all Authorisations) given by it or on its behalf to the Director-General are true and complete copies. Where applicable, those documents are in full force and effect.

- 2.12 **(No Security Interests)** None of its property or the property of the Partnership is subject to any Security Interest (other than a Permitted Security Interest).
- 2.13 **(No trust)** It does not hold any Assets as the trustee of any trust.
- 2.14 **(Privacy Laws)** It complies with the Privacy Laws, and any guidelines issued by the Commissioner under the relevant Privacy Law.

Warranty 3 - Specific Representations and Warranties

- 3.1 **(Own investigations)** It has relied entirely on its own assessments and investigations in connection with the nature, condition and fitness for purpose of the Assets, including the Commencement Ferries, the Shipyard Infrastructure and the Premises and has not relied on any information, statement, document or representation by or own behalf of the Director-General in connection with such matters.
- 3.2 **(Monthly Payments)** The Monthly Payments are adequate and appropriate to enable the Operator to perform its obligations under this Contract.

Warranty 4 – Partnership Representations and Warranties

- 4.1 **(Partnership Agreement)**
 - (a) The Partnership Agreement governing the Partnership produced to the Director-General at the date of this Contract and signed by its solicitors for the purposes of identification is the partnership agreement for the Partnership including all resolutions affecting it.
 - (b) The Partnership Agreement complies with all applicable laws and discloses all the terms of the Partnership and of the Operator's appointment as agent and nominee of the Partnership.
- 4.2 **(Agency)** The Operator is empowered by each Partner to carry on its business as now conducted or contemplated in its capacity as agent and nominee of the Partnership for all Transaction Documents to which it is a party.
- 4.3 **(No termination)** The Partnership has not been terminated, and no property of the Partnership has been re-settled or set aside or transferred to any trust.
- 4.4 **(All partners)** The Partners are all the partners of the Partnership.
- 4.5 **(Compliance):** Each Partner has complied with its obligations and duties under the Partnership Agreement and at law, and to the best of its knowledge and belief no one has alleged that it has not complied.

Part B – Acknowledgements

Each acknowledgement set out in this Schedule 8 and any similar promise or undertaking given by the Operator binds the Operator, each of the Partners and the Partnership and is deemed to have been given by the Operator, each of the Partners and the Partnership.

- (a) The Operator acknowledges that, except as expressly set out in this Contract, none of the Director-General or any of the Director-General's Associates has made any representation, given any advice or given any warranty or undertaking of any kind in respect to:
 - (i) any of the Assets, the Electronic Ticketing System Project, the Ferry Operations or any matter in connection with any Transaction Document;

- (ii) any transaction or arrangement contemplated under a Transaction Document;
 - (iii) the accuracy or completeness of the Ferry Inspection Report or the Agreed Commencement Condition Report; or
 - (iv) any other matter relevant to the Operator's decision to enter into this Contract or any of the other Transaction Documents.
- (b) Without limiting the generality of paragraph (a), the Operator acknowledges the following:
- (i) the Disclosed Information did not constitute an invitation, offer or recommendation by or on behalf of the Director-General or the Director-General's Associates;
 - (ii) the purpose of the Disclosed Information was to provide the Operator with information to assist it in preparing and lodging a proposal;
 - (iii) the Disclosed Information did not purport to contain all of the information that the Operator required for the purpose of preparing and lodging a proposal or making the decision to enter into this Contract or any other Transaction Document and did not purport to have been prepared having regard to the Operator's business objectives, financial situation or particular needs;
 - (iv) none of the Director-General or the Director-General's Associates, nor any other person acting on behalf of or associated with any of them, has verified the accuracy, reliability or completeness of the Disclosed Information;
 - (v) none of the Director-General or the Director-General's Associates, nor any other person acting on behalf of or associated with any of them, has made any representation or warranty either express or implied as to the accuracy, reliability or completeness of the Disclosed Information;
 - (vi) the Operator has not relied in any way on the skill or judgment of the Director-General or the Director-General's Associates or any person acting on behalf of or associated with any of them and has relied absolutely on its own opinion and professional advice based upon its own independent analysis, assessment, investigation and appraisal in deciding to tender a proposal and to enter into this Contract and each other Transaction Document;
 - (vii) the Operator has carried out all relevant investigations and has examined and acquainted itself concerning:
 - (A) the contents, correctness and sufficiency of the Disclosed Information;
 - (B) all information which is relevant to the risks, contingencies and other circumstances which could affect its decision to enter into this Contract and each other Transaction Document; and
 - (C) all amounts payable between the parties to this Contract and the other Transaction Documents;
 - (viii) on the basis that the Disclosed Information has been given in good faith and that none of the Director-General or the Director-General's Associates has any knowledge that any part of the Disclosed Information is misleading or deceptive (but acknowledging that none of the Director-General or the Director-General's Associates, nor any person acting on behalf of or associated with any of them, is under any obligation to make, and that none of them has made, enquiries to verify

- that state of knowledge), any statement, representation, term, warranty, condition, promise or undertaking made, given or agreed to by the Director-General, the Director-General's Associates, or any person acting on behalf of or associated with any of them, in any prior negotiation, arrangement, understanding or agreement has no effect except to the extent expressly set out or incorporated in this Contract or the other Transaction Documents; and
- (ix) the acknowledgments under this clause are in addition to and do not replace the terms and conditions already agreed to or accepted by the Operator when receiving the Disclosed Information.
- (c) Without limiting the generality of paragraph (a), the Operator acknowledges the following:
- (i) none of the Director-General or the Director-General's Associates, nor any other person acting on behalf of or associated with any of them, has verified the accuracy, reliability or completeness of the Ferry Inspection Report or the Agreed Commencement Condition Report;
- (ii) none of the Director-General or the Director-General's Associates, nor any other person acting on behalf of or associated with any of them, has made any representation or warranty either express or implied as to the accuracy, reliability or completeness of the Ferry Inspection Report or the Agreed Commencement Condition Report; and
- (iii) the Operator has not relied in any way on the skill or judgment of the Director-General or the Director-General's Associates or any person acting on behalf of or associated with any of them and has relied absolutely on its own opinion and professional advice based upon its own independent analysis, assessment, investigation and appraisal when considering the Ferry Inspection Report and the Agreed Commencement Condition Report.
- (d) The Operator warrants to the Director-General and the Director-General's Associates that in entering into this Contract and each other Transaction Document, the Operator is aware that the Director-General and the Director-General's Associates have relied on the acknowledgments contained in this Part B of Schedule 8 in entering into this Contract and each of the other Transaction Documents.
- (e) To the extent permitted by law, the Operator expressly waives any right which it has (whether at the date of this Contract or otherwise) to bring any action or make any claim against the Director-General or the Director-General's Associates, or any person acting on behalf of or associated with any of them, arising (directly or indirectly) out of any alleged misrepresentation or misleading or deceptive conduct on the part of the Director-General or the Director-General's Associates, or any person acting on behalf of or associated with any of them, in providing the Disclosed Information or in connection with this Contract or any other Transaction Document (except for misrepresentations or misleading or deceptive conduct of the Director-General or the Director-General's Associates that is deliberate or negligent).
- (f) The Operator acknowledges that this Schedule 8 is intended to benefit and is to be interpreted as benefiting the Director-General, and the Director-General's Associates to the extent that this Schedule 8 applies to them and is to be enforceable by them against the Operator. The Director-General holds the benefit of the Operator's representations, warranties, acknowledgments and agreements under this Schedule 8 on trust for the

Director-General, and the Director-General's Associates to the extent that this Schedule applies to them.

Schedule 9 – Key Contracts

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 10- Parent Company Guarantee

THIS DEED OF GUARANTEE is given day of 2012

BY: [insert] of [insert] (the 'Guarantor')

IN FAVOUR

OF: **The Director-General of the Department of Transport for and on behalf of Transport for NSW** of Level 5, 18 Lee Street, Chippendale NSW, 2006 (the 'Director-General')

BACKGROUND: The Director-General has entered into an agreement dated on or before the date of this Deed (the 'Ferry System Contract') with [insert] (the 'Operator') at the request of the Guarantor.

1. **Defined terms**

In this Deed terms that are not defined have the meaning given in the Ferry System Contract.

2. **Consideration**

The Guarantor acknowledges entering into this Deed in consideration of the Director-General entering into the Ferry System Contract at the request of the Guarantor and to induce the Director-General to enter into the Ferry System Contract, and that the Director-General relies on the guarantee and indemnity contained in paragraph 3 of this Deed.

3. **Guarantee and indemnity**

The Guarantor:

- (a) unconditionally and irrevocably guarantees to the Director-General on demand the due and punctual performance by the Operator of all its obligations under the Transaction Documents; and
- (b) separately indemnifies the Director-General against any claim, loss, liability, cost or expense that may be incurred or sustained by the Director-General in connection with any default, delay or inability by the Operator to duly and punctually perform any of its obligations under the Transaction Documents, provided that the liability of the Guarantor under this indemnity shall not exceed the aggregate liability of the Operator under the Transaction Documents (assuming for the purposes of ascertaining the level of such liability that the Transaction Documents are valid, binding and enforceable in accordance with their terms).

4. **Liability unaffected by other events**

The liability of the Guarantor under this Deed is not affected by any act, omission or thing that, but for this provision, might in any way operate to release or otherwise exonerate or discharge the Guarantor from any of its obligations including (without limitation) the grant to the Operator or any other person of any time, waiver or other indulgence, or the discharge or release of the Operator or any other person from any obligation.

5. Continuing guarantee and indemnity

This Deed:

- (a) extends to cover the Transaction Documents as amended, varied or replaced, whether with or without the consent of the Guarantor; and
- (b) is a continuing guarantee and indemnity and, despite expiry or termination of the Ferry Services Contract, remains in full force and effect for so long as the Operator has any liability or obligation to the Director-General under the Transaction Documents and until all of those liabilities or obligations have been fully discharged.

6. No inducements

The Guarantor acknowledges that it has not entered into this Deed as a result of or by reason of any promise, representation, warranty, inducement or information of any nature given to it or the Operator or to any person on their respective behalf by or on behalf of the Director-General.

7. Payment by the Guarantor

The Guarantor must within 2 Business Days of receipt of a written demand from the Director-General, pay to the Director-General:

- (a) any amount that the Operator does not pay when due under the Transaction Documents; and
- (b) any amount payable by the Guarantor to the Director-General under this Deed which is not otherwise expressed to be immediately payable on demand.

8. Rescission of payment

If for any reason (including, without limitation, under any law relating to insolvency, fiduciary obligations or the protection of creditors):

- (a) all or part of any transaction of any nature (including, without limitation, any payment or transfer) that affects or relates in any way to the money that the Guarantor is or may be liable to pay to the Director-General under this Deed is void, set aside or voidable;
- (b) any claim that anything contemplated by paragraph 8(a) of this Deed is so is upheld, conceded or compromised; or
- (c) the Director-General is required to return or repay any money or asset received by it under any such transaction or the equivalent in value of that money or asset,

the Director-General will immediately become entitled against the Guarantor to all rights in respect of that money that it would have had if all or the relevant part of the transaction or receipt had not taken place. The Guarantor indemnifies the Director-General against any resulting claim, loss, liability, cost and expense that may be incurred or sustained by the Director-General.

9. Representations and Warranties

- (a) The Guarantor makes the following representations and warranties for the benefit of the Director-General:
 - (i) the Guarantor has the requisite power to execute and perform this Deed;
 - (ii) the execution and performance of this Deed has been duly authorised; and
 - (iii) the Guarantor is not executing this Deed in reliance on any promise, representation or statement by the Director-General or any Director-General Associate.
- (b) The Guarantor agrees that the indemnity given by it under this Deed:

- (i) is a separate and additional obligation of the Guarantor under this Deed;
- (ii) is given by the Guarantor as a principal indemnifier and not as a surety; and
- (iii) applies even though the Director-General may not be entitled for any reason to recover those amounts from the Operator,

and the Guarantor waives any right it has of first requiring the Director-General to commence proceedings against the Operator or any other person before claiming from the Guarantor under this Deed.

10. Survival

Unless the Director-General expressly agrees otherwise in writing, this Deed continues after termination or expiry of the Ferry Services Contract.

11. Governing Law

This Deed is governed by the laws of the State of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales.

EXECUTED as a deed

[Insert Execution Clauses]

Schedule 11– Contract Assets

Contract Ferries:

Name of Vessel	Identifying Number
Alexander	15517
Anne Sargeant	21432
Betty Cuthbert	18555
Borrowdale	16852
Charlotte	17256
Collaroy	17819
Dawn Fraser	18554
Evonne Goolagong	18705
Fishburn	15519
Freshwater	15841
Friendship	17458
Golden Grove	16497
Lady Herron	15521
Lady Northcott	15177
Louise Sauvage	21906
Marjorie Jackson	18706
Marlene Matthews	18643
Mary MacKillop / Saint Mary MacKillop	21822
Narrabeen	15528
Nicole Livingstone	19044
Pam Burridge	21433
Queenscliff	15180
Scarborough	16814

Name of Vessel	Identifying Number
Shane Gould	18642
Sirius	15622
SuperCat 4	21942
Supply	16496
Susie O'Neill	21852
Workboat 1	22617

Schedule 12 – Wharf Access Deed Schedule

1. The Operator acknowledges that the purpose of this Schedule is to record (in short form to avoid the time and cost to the parties of a reproduction in this Contract of) the obligations of the Director-General under the Wharf Access Deed which are to be performed and complied with by the Operator in substitution of the Director-General (Intent of this Schedule). Nothing in this Contract (including this Schedule) renders the Operator or the Operator's Associates agents of the Director-General in the discharge of the Director-General's obligations under the Wharf Access Deed.
2. Notwithstanding clause 1.10(b) of this Contract, if there is an ambiguity in the terms of column 4 of the table below, recourse may be had to the full terms of the Wharf Access Deed to give full effect to the Intent of this Schedule.
3. Unless expressly stated to the contrary in this Contract and the table below or otherwise notified in writing by the Director-General from time to time, the Operator must perform and comply with all of the Director-General's obligations under the Wharf Access Deed (including the Wharf Rules). Nothing in this Contract confers on the Operator the rights of the Director-General under the Wharf Access Deed.
4. The table below identifies:
 - (a) obligations of the Director-General under the Wharf Access Deed which will be retained by the Director-General; and
 - (b) those terms of the Wharf Access Deed in respect of which the Operator's obligations are not absolute, and the extent of those obligations.

Item	Clause	Title	Extent of Operators obligations
1	2.2	Defined terms – Access Charge	The ability to change the Access Charge is retained by the Director-General.
2	2.2	Defined terms – Wharves	The Wharves in respect of which the Operator assumes obligations are those set out in Attachment 1 to this Schedule.
3	3.2(b)	Nature of Director-General's rights	This clause applies, as between the Director-General and the Operator, mutatis mutandis.
4	3.3(a)	Wharves	The ability to change the wharves is retained by the Director-General.
5	3.5	Access Charge and other charges	For the avoidance of doubt, the Operator is liable for the amounts in clause 3.5(c) and the Director-General is liable for the Access Charge and any amount payable to Roads and Maritime Services under clause 3.5(d).
6	4.2(a)	Director-General's rights and obligations	The written notice required under clause 4.2(a)(i) will be given by the Director-General. The Operator must comply with clause 4.2(a)(ii).
7	4.2(b)	Director-General's rights and obligations	The Director-General will retain the obligation to include in this Contract the acknowledgements and undertakings required. By operation of this Schedule,

Item	Clause	Title	Extent of Operators obligations
			the Operator expressly gives the acknowledgements and undertakings and promises required by clause 4.2(b).
8	5.1	General obligations	The Operator must observe and comply with the matters specified. The Director-General retains its independent obligations under this clause.
9	5.2	Obligation to provide copies	The Director-General will retain the obligation to provide copies. The Operator hereby confirms receipt of the Wharf Rules and the Communications Procedure from the Director-General.
10	6	Dispute resolution	The Operator's obligations will be limited to the following: <ul style="list-style-type: none"> • continuing to perform its obligations under this Contract if there is a dispute, unless expressly notified in writing by the Director-General not to do so; • providing the Director-General with all reasonable and timely assistance (including documents and appropriate personnel of the Operator and the Operator's Associates) in connection with the dispute; and • complying with any determination of the dispute insofar as it relates to the Operator's obligations under this Contract.
11	7	Events of Default	Subject to any other express provisions in this Contract, the Director-General will retain these obligations.
12	8	Suspension	The Operator has an identical duty to mitigate as that stated in clause 8.3 of the Wharf Access Deed, to the extent that it receives notice of the suspension from the Director-General or Roads and Maritime Services.
13	9	Force Majeure	The Operator's obligations are limited to the duty to mitigate in clause 9.4 of the Wharf Access Deed.
14	10	Termination	Subject to any other express provisions in this Contract, the Director-General will retain these obligations.
15	12	Risk, indemnities and releases	The Operator gives to, and for the benefit of, the Director General the acknowledgements, indemnities and releases in clause 12 of the Wharf Access Deed as if restated in full.
16	13.6	Costs	The Operator assumes this obligation, except to the extent that the relevant event triggering the indemnity is not due to an act, default or omission of the Operator or an Operator's Associate.
17	13.11	Approvals and consents	This obligation is retained by the Director-General.
18	13.12	Further assurance	The Operator assumes this obligation to the extent arising in relation to obligations of the Operator under

Item	Clause	Title	Extent of Operators obligations
			this Contract.
19	Schedule 1	Priority Access Wharves	The relevant Wharves for the purposes of this Contract are set out in Attachment 1.
20	Schedule 2, clause 2(c)	Purpose and scope	Changes to the rules remain the responsibility of the Director-General.
21	Schedule 2, clause 3	Communications Procedure	The Operator gives the acknowledgment in this clause.
22	Schedule 2, clause 3.1	Operator acknowledgements	The Operator gives the acknowledgements in this clause.
23	Schedule 2, clause 8.1(b)	Obligation to pay	The Operator is liable to pay all Outgoings in relation to the Exclusive Access Wharves set out in Attachment 1 and in respect of the eastern side of Manly Wharf and Circular Quay Wharf 2a.
24	Schedule 2, clause 14	Insurance	In addition to the obligations in clause 14, the Operator must ensure that the Director-General is a named insured under clause 14.2(a)(i) and must provide a copy to the Director-General of all notices and documents provided by it to Roads and Maritime Services at the same time.
25	-	Acceptance of Wharf Rules by Operator	The Operator must sign the form noting acceptance of the Wharf Rules as a precondition to payment under this Contract.

Attachment 1 – Wharves

WHARF NAME	LOCATION	TYPE OF ACCESS
Parramatta	Charles Street	Priority
Rydalmere	John Street	Priority
Sydney Olympic Park	Bennelong Road	Priority
Meadowbank	Bowden Street	Priority
Kissing Point	Kissing Point Park	Priority
Cabarita	Cabarita Point	Priority
Bayview Park	Burwood Road	Priority
Abbotsford	Great North Road	Priority
Chiswick	Bortfield Drive	Priority
Huntleys Point	Huntleys Point Road	Priority
Drummoyne	Wolseley Street	Priority
Woolwich	Valentine Street	Priority
Greenwich Point	Mitchell Street	Priority
Birchgrove	Louisa Road	Priority
Birkenhead	Henley Marine Drive	Priority
Balmain West	Elliott Street	Priority
Balmain	Thames Street	Priority
Balmain East	Darling Street	Priority
Darling Harbour	Aquarium	Priority
Pymont Bay	Casino/Maritime Museum	Priority
Darling Harbour	King Street, Wharf 3	Priority
McMahons Point	Henry Lawson Avenue	Priority
Milsons Point / Luna Park	Luna Park	Priority
Kirribilli	Holbrook Avenue	Priority
North Sydney	High Street	Priority
Neutral Bay	Hayes Street	Priority
Kurraba Point	Kurraba Road	Priority
Mosman Bay	Avenue Road	Priority
Old Cremorne	Green Street	Priority
South Mosman	Musgrave Street	Priority
Cremorne Point	Milson Road	Priority
Taronga Zoo	Bradleys Head Road	Priority
Manly (eastern side)	The Esplanade	Priority
Manly (western side)	The Esplanade	Exclusive
Watsons Bay	Military Road	Priority
Rose Bay	Lyne Park	Priority
Double Bay	Bay Street	Priority
Darling Point	McKell Park	Priority
Circular Quay Wharf 5	Circular Key Ferry Terminal Wharf 5	Exclusive
Circular Quay Wharf 4	Circular Key Ferry Terminal Wharf 4	Exclusive
Circular Quay Wharf 3	Circular Key Ferry Terminal Wharf 3	Exclusive
Circular Quay Wharf 2b	Circular Key Ferry Terminal Wharf 2b	Exclusive
Circular Quay Wharf 2a	Circular Key Ferry Terminal Wharf 2a	Priority

Schedule 13 – Monthly Report

The Monthly Report to be submitted by the Operator must, for the purposes of administering payments under Schedule 1, include:

- (a) The number of Ticket sales by Ticket type for the month in the format set out in Form A;
- (b) Calculated Fare Revenue for the month in the format set out in Form B;
- (c) The number of Ticket validations recorded electronically by a Ticket gate or other means approved by the Director-General in the format set out in Form C;
- (d) Actual Revenue Hours by Route by vessel for the month;
- (e) Total hours by vessel for the month;
- (f) actual non-Revenue Hours for the month, excluding hours relating to Charter and Tourist Services; and
- (g) Information specified in accordance with paragraph 2.8 of the Schedule 1 relating to the Fuel Tax Credit.

Form A

**TRANSPORT FOR NSW
REGULAR FERRY SERVICES
MONTHLY REPORT FOR THE MONTH
ENDING**



FORM A - TICKETS SOLD

Unit Note No.

TOTAL TICKETS

Single Fares - Full Fare

Balmain/Woolwich	Tickets	
Darling Harbour	Tickets	
Mosman Bay	Tickets	
Neutral Bay	Tickets	
Taronga Zoo	Tickets	
Watsons Bay	Tickets	
Meadowbank	Tickets	
Rydalmere	Tickets	
Parramatta	Tickets	
Manly Ferry	Tickets	

Total

MyFerry TravelTen - Full Fare

Balmain/Woolwich	Tickets	
Darling Harbour	Tickets	
Mosman Bay	Tickets	
Neutral Bay	Tickets	

Taronga Zoo	Tickets	
Watsons Bay	Tickets	
Meadowbank	Tickets	
Rydalmere	Tickets	
Parramatta	Tickets	
Manly Ferry	Tickets	
Total	Tickets	

MyMulti Day - Full Fare

All Services/ Wharves	Tickets	
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Pensioner Excursion Ticket

All Services/ Wharves	Tickets	
-----------------------	---------	--

Single Fares - Concession Fare

Balmain/Woolwich	Tickets	
Darling Harbour	Tickets	
Mosman Bay	Tickets	
Neutral Bay	Tickets	
Taronga Zoo	Tickets	
Watsons Bay	Tickets	
Meadowbank	Tickets	
Rydalmere	Tickets	
Parramatta	Tickets	
Manly Ferry	Tickets	
Total	Tickets	

MyFerry TravelTen - Concession Fare

Balmain/Woolwich	Tickets	
Darling Harbour	Tickets	
Mosman Bay	Tickets	
Neutral Bay	Tickets	
Taronga Zoo	Tickets	
Watsons Bay	Tickets	

Meadowbank	Tickets	
Rydalmere	Tickets	
Parramatta	Tickets	
Manly Ferry	Tickets	
Total	Tickets	-

MyMulti Day - Concession Fare
All Services/Wharves

MyMutii 1		
Adult weekly	Tickets	
Concession weekly	Tickets	
Adult monthly	Tickets	
Adult quarterly	Tickets	
Adult yearly	Tickets	
Total	Tickets	-

MyMutii 2

Adult weekly	Tickets	
Concession weekly	Tickets	
Adult monthly	Tickets	
Adult quarterly	Tickets	
Adult yearly	Tickets	
Total	Tickets	-

MyMutii 3

Adult weekly	Tickets	
Concession weekly	Tickets	
Adult monthly	Tickets	
Adult quarterly	Tickets	
Adult yearly	Tickets	
Total	Tickets	-

ZooPass			
Adult			
Child			
Family			
Total			
Total Tickets Sold			

Tickets			
Tickets			
Tickets			
Tickets			

Form B

**TRANSPORT FOR NSW
 REGULAR FERRY SERVICES
 MONTHLY REPORT FOR THE MONTH
 ENDING**



FORM B - CALCULATED FARE REVENUE

Unit Note No.

CALCULATED FARE REVENUE (EXCL. GST)

	Unit	Note No.
Single Fares - Full Fare		
Balmain/Woolwich	\$	
Darling Harbour	\$	
Mosman Bay	\$	
Neutral Bay	\$	
Taronga Zoo	\$	
Watsons Bay	\$	
Meadowbank	\$	
Rydalmere	\$	
Parramatta	\$	
Manly Ferry	\$	
Total	\$	
MyFerry TravelTen - Full Fare		
Balmain/Woolwich	\$	
Darling Harbour	\$	
Mosman Bay	\$	
Neutral Bay	\$	

Taronga Zoo	\$	
Watsons Bay	\$	
Meadowbank	\$	
Rydalmere	\$	
Parramatta	\$	
Manly Ferry	\$	
Total	\$	-
MyMulti Day - Full Fare		
All Services/ Wharves	\$	
Pensioner Excursion Ticket		
All Services/ Wharves	\$	
Single Fares - Concession Fare		
Balmain/Woolwich	\$	
Darling Harbour	\$	
Mosman Bay	\$	
Neutral Bay	\$	
Taronga Zoo	\$	
Watsons Bay	\$	
Meadowbank	\$	
Rydalmere	\$	
Parramatta	\$	
Manly Ferry	\$	
Total	\$	-
MyFerry TravelTen - Concession Fare		
Balmain/Woolwich	\$	
Darling Harbour	\$	
Mosman Bay	\$	
Neutral Bay	\$	
Taronga Zoo	\$	
Watsons Bay	\$	

Meadowbank	\$	
Rydalmere	\$	
Parramatta	\$	
Manly Ferry	\$	
Total	\$	-

MyMulti Day - Concession Fare
All Services/Wharves

MyMutli 1

Adult weekly	\$	
Concession weekly	\$	
Adult monthly	\$	
Adult quarterly	\$	
Adult yearly	\$	
Total	\$	-

MyMutli 2

Adult weekly	\$	
Concession weekly	\$	
Adult monthly	\$	
Adult quarterly	\$	
Adult yearly	\$	
Total	\$	-

MyMutli 3

Adult weekly	\$	
Concession weekly	\$	
Adult monthly	\$	
Adult quarterly	\$	
Adult yearly	\$	
Total	\$	

ZooPass	
Adult	\$
Child	\$
Family	\$
Total	\$
Total Calculated Fare Revenue	
	\$

Form C

**TRANSPORT FOR NSW
REGULAR FERRY SERVICES
MONTHLY REPORT FOR THE MONTH
ENDING**



FORM C - VALIDATIONS

Unit Note No.

VALIDATIONS

Single Fares - Full Fare

Balmain/Woolwich	Boardings / Validations	
Darling Harbour	Boardings / Validations	
Mosman Bay	Boardings / Validations	
Neutral Bay	Boardings / Validations	
Taronga Zoo	Boardings / Validations	
Watsons Bay	Boardings / Validations	
Meadowbank	Boardings / Validations	
Rydalmere	Boardings / Validations	
Parramatta	Boardings / Validations	
Manly Ferry	Boardings / Validations	

Total

Boardings / Validations

MyFerry TravelTen - Full Fare

Balmain/Woolwich	Boardings / Validations	
Darling Harbour	Boardings / Validations	
Mosman Bay	Boardings / Validations	
Neutral Bay	Boardings / Validations	

Taronga Zoo	Boardings / Validations	
Watsons Bay	Boardings / Validations	
Meadowbank	Boardings / Validations	
Rydalmere	Boardings / Validations	
Parramatta	Boardings / Validations	
Manly Ferry	Boardings / Validations	
Total	Boardings / Validations	
MyMulti Day - Full Fare		
All Services/Wharves	Boardings / Validations	
Pensioner Excursion Ticket		
All Services/Wharves	Boardings / Validations	
Single Fares - Concession Fare		
Balmain/Woolwich	Boardings / Validations	
Darling Harbour	Boardings / Validations	
Mosman Bay	Boardings / Validations	
Neutral Bay	Boardings / Validations	
Taronga Zoo	Boardings / Validations	
Watsons Bay	Boardings / Validations	
Meadowbank	Boardings / Validations	
Rydalmere	Boardings / Validations	
Parramatta	Boardings / Validations	
Manly Ferry	Boardings / Validations	
Total	Boardings / Validations	
MyFerry TravelTen - Concession Fare		
Balmain/Woolwich	Boardings / Validations	
Darling Harbour	Boardings / Validations	
Mosman Bay	Boardings / Validations	
Neutral Bay	Boardings / Validations	
Taronga Zoo	Boardings / Validations	
Watsons Bay	Boardings / Validations	

Meadowbank	Boardings / Validations	
Rydalmere	Boardings / Validations	
Parramatta	Boardings / Validations	
Manly Ferry	Boardings / Validations	
Total	Boardings / Validations	-
MyMulti Day - Concession Fare		
All Services/Wharves	Boardings / Validations	
MyMutli 1		
Adult weekly	Boardings / Validations	
Concession weekly	Boardings / Validations	
Adult monthly	Boardings / Validations	
Adult quarterly	Boardings / Validations	
Adult yearly	Boardings / Validations	
Total	Boardings / Validations	-
MyMutli 2		
Adult weekly	Boardings / Validations	
Concession weekly	Boardings / Validations	
Adult monthly	Boardings / Validations	
Adult quarterly	Boardings / Validations	
Adult yearly	Boardings / Validations	
Total	Boardings / Validations	-
MyMutli 3		
Adult weekly	Boardings / Validations	
Concession weekly	Boardings / Validations	
Adult monthly	Boardings / Validations	
Adult quarterly	Boardings / Validations	
Adult yearly	Boardings / Validations	
Total	Boardings / Validations	

ZooPass	
Adult	
Child	
Family	
Total	
Total Validations	



-



Boardings / Validations
Boardings / Validations
Boardings / Validations



Boardings / Validations

-



Boardings / Validations

-

Schedule 14 – Not used

Not used

Annexure A

Financial Bid Template

Annexure to Ferry System Contract

Ferry System Contract – Schedules
Execution Version

[Insert]

Annexure B

Full Year Preliminary Report

Annexure to Ferry System Contract

Full Year Preliminary Report

Financial Reporting Requirements

The Operator must, and must procure that each Associated Party does, prepare and submit to the Director General financial reporting information on a 6 monthly basis, within two months of the end of each Calendar Year and Financial Year which ends within the Contract Term. The initial financial reporting data must be submitted to the Director General in relation to the period ending 30 June 2013.

A Statement of Financial Performance, Cash Flow Statement and Statement of Financial Position are required to be submitted under the Contract which can be satisfied by completing the Trial Balance pro forma below. In this regard, the Director General will provide further instructions in relation to completing the pro forma and as to the Operator accessing a computer-based copy of the pro forma.

The pro forma will also be utilised in submitting financial information for the 3 year Business Plans required under the Contract.

In addition, the Operator must, and must procure that each Associated Party does, prepare and submit to the Director General as soon as is practicable (and in any event not later than three months) after the end of each Financial Year or part Financial Year which ends within the Contract Term, certified true copies of its audited annual financial statements for that Year or part Year together with all related directors' and auditor's reports.

Trial Balance Form for the Operator

(for annual reporting and business plans under the Service Contract)

Code	Prior Year	A		B		A-B		Comment Reference (if required)	Current Year + 1 Forecast \$'000	Current Year + 2 Forecast \$'000	Current Year + 3 Forecast \$'000
		Actuals \$'000	Current Period Actuals \$'000	Current Period Budget \$'000	Pro Rata Variation \$'000	Pro Rata Variation %					
A10	+ve	+ve	+ve	+ve	+ve	+ve		+ve	+ve	+ve	
A20	+ve	+ve	+ve	+ve	+ve	+ve		+ve	+ve	+ve	
A30	+ve	+ve	+ve	+ve	+ve	+ve		+ve	+ve	+ve	
A40	+ve	+ve	+ve	+ve	+ve	+ve		+ve	+ve	+ve	
A50	+ve	+ve	+ve	+ve	+ve	+ve		+ve	+ve	+ve	
A60	+ve	+ve	+ve	+ve	+ve	+ve		+ve	+ve	+ve	
A70	+ve	+ve	+ve	+ve	+ve	+ve		+ve	+ve	+ve	
A71	-ve	-ve	-ve	-ve	-ve	-ve		-ve	-ve	-ve	
A80	+ve	+ve	+ve	+ve	+ve	+ve		+ve	+ve	+ve	

Ferry System Contract – Schedules
Execution Version

A90	Other Current Assets	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A100	Property, Plant & Equipment	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A101	Property Plant & Equipment - accumulated depreciation	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
A120	Future Income Tax Benefit	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A130	Other Non Current Assets	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E10	General Purpose Hands - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E11	General Purpose Hands - Overtime	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E12	General Purpose Hands - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E13	General Purpose Hands - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E14	General Purpose Hands - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E15	General Purpose Hands - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E16	General Purpose Hands - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E17	General Purpose Hands - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E18	General Purpose Hands - Other Oncosts	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E20	Maritime Trainees - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E21	Maritime Trainees - Overtime	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E22	Maritime Trainees - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E23	Maritime Trainees - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E24	Maritime Trainees - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E25	Maritime Trainees - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E26	Maritime Trainees - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E27	Maritime Trainees - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E28	Maritime Trainees - Other Oncosts	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E30	Outer Harbour Engineers - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E31	Outer Harbour Engineers - Overtime	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E32	Outer Harbour Engineers - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E33	Outer Harbour Engineers - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E34	Outer Harbour Engineers - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E35	Outer Harbour Engineers - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E36	Outer Harbour Engineers - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E37	Outer Harbour Engineers - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E38	Outer Harbour Engineers - Other Oncosts	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve

Ferry System Contract – Schedules
Execution Version

E40	Inner Harbour Engineers - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E41	Inner Harbour Engineers - Overtime	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E42	Inner Harbour Engineers - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E43	Inner Harbour Engineers - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E44	Inner Harbour Engineers - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E45	Inner Harbour Engineers - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E46	Inner Harbour Engineers - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E47	Inner Harbour Engineers - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E48	Inner Harbour Engineers - Other Oncosis	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E50	Masters - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E51	Masters - Overtime	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E52	Masters - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E53	Masters - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E54	Masters - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E55	Masters - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E56	Masters - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E57	Masters - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E58	Masters - Other Oncosis	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E60	Trades Persons - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E61	Trades Persons - Overtime	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E62	Trades Persons - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E63	Trades Persons - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E64	Trades Persons - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E65	Trades Persons - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E66	Trades Persons - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E67	Trades Persons - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E68	Trades Persons - Other Oncosis	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E70	Administration and Management - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E71	Administration and Management - Overtime	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E72	Administration and Management - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E73	Administration and Management - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E74	Administration and Management - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E75	Administration and Management - Workers	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve

Ferry System Contract – Schedules
Execution Version

E301	Staff Training and Recruitment	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
	Property Costs, including rent, council, gas & water											
E310	rates and electricity costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E320	STA Management Fees	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E330	Existing Ticketing Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E340	Communication Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E350	Environmental Compliance Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E360	Informalton Technology	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
	Printing, Stationary, Postage & Couriers (Excl.											
E370	Timetables)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E380	Licence and Survey Fees	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E390	Redundancy	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E400	Timetables (Production, Printing & Delivery)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E410	Hire of Ferries	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E420	Sireet/Wharf Signs and Furniture	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E430	Interest Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E440	Operating Lease Expense to State (Fleet)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E450	Operating Lease Expense to State (non Fleet)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E460	Operating Lease Expense (Fleet)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E470	Operating Lease Expense (Fleet)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E480	Write down of Assets – on sales or disposal	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E490	Write down of Assets - other	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E500	Other Overhead Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
L10	Bank Overdraft	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L20	Creditors - salary accruals / payables	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L30	Creditors - operating expenses accruals / payables	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L40	Creditors - other accruals / payables	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L50	Creditors - GST payable to ATO	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L60	Provision for annual leave	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L70	Provision for long service leave payable within 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L80	Provision for other employee benefits payable within 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve

Ferry System Contract – Schedules
Execution Version

L90	Provision for Tax Payable	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L100	Borrowings payable within 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L110	Other Current Liabilities	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L120	Creditors - payable after 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L130	Provision for long service leave payable after 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L140	Provision for other employee benefits payable after 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L150	Borrowings payable after 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L160	Provision for Deferred Tax	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L170	Other Non Current Liabilities	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L180	Fare Collections due to TINSW	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
Q10	Issued & Paid Up Capital	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
Q20	Asset Revaluation Reserve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
Q30	Other Reserves	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
Q40	Retained Earnings	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
Q50	Other Equity Accounts	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R10	Service Contract Revenue - Service component	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R11	Service Contract Revenue – Fixed Vessel Lease	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R12	Payments to State component	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R13	Service Contract Revenue – Fixed Non Vessel Lease	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R14	Service Contract Revenue – Fixed Non State Lease and Rental Charge	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R15	Service Contract Revenue - Fuel Cost component	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R16	Service Contract Revenue - Margin Component	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R17	Service Contract Revenue - Patronage Growth Rebate	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R18	Service Contract - Actual Revenue Hour Reconciliation Payment	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve
R19	Service Contract - Net Gain / Net Loss Payment	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R20	Charter & Cruise Revenue	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
R21	Charter & Cruise Revenue paid/payable to TINSW	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R22	Advertising Revenue	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
R23	Advertising Revenue paid/payable to TINSW	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve

Ferry System Contract – Schedules
Execution Version

R50	Energy Grants Credit Scheme Revenue	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R60	Interest Revenue	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R70	Grants/Sponsorship Revenue	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R80	Proceeds from Sale or Disposal of Assets	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R90	Proceeds from Insurance Claims on Write Off of damaged or stolen Assets	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R100	Other Commercial Revenue	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
	TOTAL	should be nil	should be nil	should be nil	should be nil	should be nil	should be nil	should be nil	should be nil	should be nil	should be nil	should be nil	should be nil

Data for Purposes of Cash Flows Reporting

B10	Additional Borrowings during Period	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
B20	Repayment of Borrowings during Period	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
B30	Forgiveness of Borrowings during Period	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
B40	Interest Capitalised during Period	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
	TOTAL	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts
L10	Additional Lease Financing during Period	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
L20	Repayment of Leases during Period	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L30	Forgiveness of Leases during Period	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L40	Lease Renegotiated during Period	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
	TOTAL	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities

GST10	GST incurred on Operating & Capital Expenditure during Period	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
GST20	GST Input Tax Credits Received from ATO during Period	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
GST10	GST collected on Fare Revenue during Period	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
GST20	GST Remitted to ATO during Period	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
	TOTAL	net movement in GST payable	net movement in GST payable	net movement in GST payable	net movement in GST payable	net movement in GST payable	net movement in GST payable	net movement in GST payable	net movement in GST payable	net movement in GST payable	net movement in GST payable	net movement in GST payable	net movement in GST payable

Ferry System Contract – Schedules
Execution Version

	& receivable	& receivable	& receivable	& receivable	& receivable
PPE10	Non-Current Asset purchases during Period	+ve	+ve	+ve	+ve
PPE20	Non-Current Asset Depreciation during Period	-ve	-ve	-ve	-ve
PPE30	Disposal of Non-Current Assets during Period	-ve	-ve	-ve	-ve
PPE40	Non-Current Assets Written Off during Period	-ve	-ve	-ve	-ve
PPE50	Other Increases in Assets during Period	+ve	+ve	+ve	+ve
PPE160	Other Decreases in Assets during Period	-ve	-ve	-ve	-ve
TOTAL		movement in property, plant & equipment assets	movement in property, plant & equipment assets	movement in property, plant & equipment assets	movement in property, plant & equipment assets
T10	Income Tax paid to ATO	-ve	-ve	-ve	-ve
T20	Income Tax payable on Operating Profit	+ve	+ve	+ve	+ve
T30	Income Tax deductible on Operating Loss	-ve	-ve	-ve	-ve
TOTAL		net movement in provision for tax	net movement in provision for tax	net movement in provision for tax	net movement in provision for tax

Annexure C

Half Year Preliminary Report

Annexure to Ferry System Contract

Half Year Preliminary Report

Financial Reporting Requirements

The Operator must, and must procure that each Associated Party does, prepare and submit to the Director General financial reporting information on a 6 monthly basis, within two months of the end of each Calendar Year and Financial Year which ends within the Contract Term. The initial financial reporting data must be submitted to the Director General in relation to the period ending 31 December 2012.

A Statement of Financial Performance, Cash Flow Statement and Statement of Financial Position are required to be submitted under the Contract which can be satisfied by completing the Trial Balance pro forma below. In this regard, the Director General will provide further instructions in relation to completing the pro forma and as to the Operator accessing a computer-based copy of the pro forma.

The pro forma will also be utilised in submitting financial information for the 3 year Business Plans required under the Contract.

In addition, the Operator must, and must procure that each Associated Party does, prepare and submit to the Director General as soon as is practicable (and in any event not later than three months) after the end of each Financial Year or part Financial Year which ends within the Contract Term, certified true copies of its audited annual financial statements for that Year or part Year together with all related directors' and auditor's reports.

*Trial Balance Form for the Operator
(for annual reporting and business plans under the Service Contract)*

Code	Prior Year	A		B		A-B		Pro Rata	Variation	Pro Rata	Variation	Comment	Reference	Forecast	Current Year + 1	Forecast	Current Year + 2	Forecast	Current Year + 3	Forecast
		Actuals	Current Period	Actuals	Current Period	Current Period	Budget													
A10	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	%		\$'000	\$'000	(if required)	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
A20	+ve	+ve	+ve	+ve	+ve	+ve	+ve			+ve	+ve		+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A30	+ve	+ve	+ve	+ve	+ve	+ve	+ve			+ve	+ve		+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A40	+ve	+ve	+ve	+ve	+ve	+ve	+ve			+ve	+ve		+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A50	+ve	+ve	+ve	+ve	+ve	+ve	+ve			+ve	+ve		+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A60	+ve	+ve	+ve	+ve	+ve	+ve	+ve			+ve	+ve		+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A70	+ve	+ve	+ve	+ve	+ve	+ve	+ve			+ve	+ve		+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A71	-ve	-ve	-ve	-ve	-ve	-ve	-ve			-ve	-ve		-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve

Ferry System Contract – Schedules
Execution Version

A80	Prepayments	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A90	Other Current Assets	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A100	Property, Plant & Equipment	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A101	Property Plant & Equipment - accumulated depreciation	-ve	-ve	-ve	-ve	-ve	-ve	-ve
A120	Future Income Tax Benefit	+ve	+ve	+ve	+ve	+ve	+ve	+ve
A130	Other Non Current Assets	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E10	General Purpose Hands - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E11	General Purpose Hands - Overtime	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E12	General Purpose Hands - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E13	General Purpose Hands - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E14	General Purpose Hands - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E15	General Purpose Hands - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E16	General Purpose Hands - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E17	General Purpose Hands - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E18	General Purpose Hands - Other Oncostrs	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E20	Maritime Trainees - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E21	Maritime Trainees - Overtime	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E22	Maritime Trainees - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E23	Maritime Trainees - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E24	Maritime Trainees - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E25	Maritime Trainees - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E26	Maritime Trainees - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E27	Maritime Trainees - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E28	Maritime Trainees - Other Oncostrs	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E30	Outer Harbour Engineers - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E31	Outer Harbour Engineers - Overtime	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E32	Outer Harbour Engineers - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E33	Outer Harbour Engineers - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E34	Outer Harbour Engineers - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E35	Outer Harbour Engineers - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E36	Outer Harbour Engineers - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E37	Outer Harbour Engineers - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E38	Outer Harbour Engineers - Other Oncostrs	+ve	+ve	+ve	+ve	+ve	+ve	+ve

Ferry System Contract -- Schedules
Execution Version

E40	Inner Harbour Engineers - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve
E41	Inner Harbour Engineers - Overtime	+ve	+ve	+ve	+ve	+ve	+ve
E42	Inner Harbour Engineers - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve
E43	Inner Harbour Engineers - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve
E44	Inner Harbour Engineers - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve
E45	Inner Harbour Engineers - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve
E46	Inner Harbour Engineers - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve
E47	Inner Harbour Engineers - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve
E48	Inner Harbour Engineers - Other Oncostrs	+ve	+ve	+ve	+ve	+ve	+ve
E50	Masters - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve
E51	Masters - Overtime	+ve	+ve	+ve	+ve	+ve	+ve
E52	Masters - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve
E53	Masters - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve
E54	Masters - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve
E55	Masters - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve
E56	Masters - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve
E57	Masters - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve
E58	Masters - Other Oncostrs	+ve	+ve	+ve	+ve	+ve	+ve
E60	Trades Persons - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve
E61	Trades Persons - Overtime	+ve	+ve	+ve	+ve	+ve	+ve
E62	Trades Persons - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve
E63	Trades Persons - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve
E64	Trades Persons - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve
E65	Trades Persons - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve
E66	Trades Persons - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve
E67	Trades Persons - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve
E68	Trades Persons - Other Oncostrs	+ve	+ve	+ve	+ve	+ve	+ve
E70	Administration and Management - Salaries & Wages	+ve	+ve	+ve	+ve	+ve	+ve
E71	Administration and Management - Overtime	+ve	+ve	+ve	+ve	+ve	+ve
E72	Administration and Management - Annual Leave	+ve	+ve	+ve	+ve	+ve	+ve
E73	Administration and Management - Long Service Leave	+ve	+ve	+ve	+ve	+ve	+ve
E74	Administration and Management - Superannuation	+ve	+ve	+ve	+ve	+ve	+ve
E75	Administration and Management - Workers Compensation	+ve	+ve	+ve	+ve	+ve	+ve

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E76	Administration and Management - Payroll Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E77	Administration and Management - Fringe Benefits Tax	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E78	Administration and Management - Other Oncosts	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E80	General Purpose Hands - Contract & Agency Staff	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E90	Outer Harbour Engineers - Contract & Agency Staff	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E100	Inner Harbour Engineers - Contract & Agency Staff	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E110	Trades Persons - Contract & Agency Staff	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
	Administration and Management - Contract & Agency									
E120	Staff	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E130	Fuel - diesel	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E140	Oil and Lubricants	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E150	Vessel Repairs and Maintenance (Parts)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E160	Vessel Outsourced Repairs and Maintenance	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E170	Other Variable Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E180	Agent's Commission	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E190	Contract Accounting Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E200	Auditors Fees	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E210	Contract Service Planning Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E220	Legal Expenses	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E230	Consultants & Other Contractor Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E240	Advertising & Marketing Expenses	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E250	Bus Replacement Services	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E260	Depreciation – Property, Plant & Equipment	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E261	Depreciation - Other Assets	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E270	Insurance – Vessel	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E271	Insurance – Property	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E272	Insurance – Public Liability	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E273	Insurance – Third Party	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E280	Non Vessel related Cleaning, Repairs and Maintenance	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E290	Security	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E300	Staff Related Expenses	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E301	Staff Training and Recruitment	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E310	Property Costs, including rent, council, gas & water rates	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve

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	and electricity costs										
E320	STA Management Fees	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E330	Existing Ticketing Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E340	Communication Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E350	Environmental Compliance Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E360	Information Technology	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
	Printing, Stationary, Postage & Couriers (Excl.										
E370	Timetables)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E380	Licence and Survey Fees	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E390	Redundancy	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E400	Timetables (Production, Printing & Delivery)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E410	Hire of Ferries	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E420	Street/Wharf Signs and Furniture	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E430	Interest Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E440	Operating Lease Expense to State (Fleet)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E450	Operating Lease Expense to State (non Fleet)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E460	Operating Lease Expense (Fleet)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E470	Operating Lease Expense (Fleet)	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E480	Write down of Assets -- on sales or disposal	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E490	Write down of Assets - other	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
E500	Other Overhead Costs	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
L10	Bank Overdraft	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L20	Creditors - salary accruals / payables	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L30	Creditors - operating expenses accruals / payables	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L40	Creditors - other accruals / payables	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L50	Creditors - GST payable to ATO	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L60	Provision for annual leave	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L70	Provision for long service leave payable within 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L80	Provision for other employee benefits payable within 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L90	Provision for Tax Payable	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L100	Borrowings payable within 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve

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L110	Other Current Liabilities	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L120	Creditors - payable after 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L130	Provision for long service leave payable after 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L140	Provision for other employee benefits payable after 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L150	Borrowings payable after 1 year	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L160	Provision for Deferred Tax	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L170	Other Non Current Liabilities	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
L180	Fare Collections due to TINSW	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
Q10	Issued & Paid Up Capital	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
Q20	Asset Revaluation Reserve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
Q30	Other Reserves	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
Q40	Retained Earnings	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
Q50	Other Equity Accounts	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R10	Service Contract Revenue - Service component	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R11	Service Contract Revenue – Fixed Vessel Lease Payments to State component	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R12	Service Contract Revenue – Fixed Non Vessel Lease Payments to State Component	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R13	Service Contract Revenue – Fixed Non State Lease and Rental Charge	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R14	Service Contract Revenue - Fuel Cost component	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R15	Service Contract Revenue - Margin Component	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R16	Service Contract Revenue - Patronage Growth Rebate	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
R17	Service Contract - Actual Revenue Hour Reconciliation Payment	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
R18	Service Contract - Net Gain / Net Loss Payment	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve	-ve/+ve
R30	Charter & Cruise Revenue	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R31	Charter & Cruise Revenue paid/payable to TINSW	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
R40	Advertising Revenue	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R41	Advertising Revenue paid/payable to TINSW	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve	+ve
R50	Energy Grants Credit Scheme Revenue	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R60	Interest Revenue	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve
R70	Grants/Sponsorship Revenue	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve	-ve

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R80	Proceeds from Sale or Disposal of Assets	-ve	-ve	-ve	-ve
R90	Proceeds from Insurance Claims on Write Off of damaged or stolen Assets	-ve	-ve	-ve	-ve
R100	Other Commercial Revenue	-ve	-ve	-ve	-ve
	TOTAL	should be nil	should be nil	should be nil	should be nil

Data for Purposes of Cash Flows Reporting

B10	Additional Borrowings during Period	+ve	+ve	+ve	+ve
B20	Repayment of Borrowings during Period	-ve	-ve	-ve	-ve
B30	Forgiveness of Borrowings during Period	-ve	-ve	-ve	-ve
B40	Interest Capitalised during Period	+ve	+ve	+ve	+ve
	TOTAL	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts	movement in borrowings accts

L10	Additional Lease Financing during Period	+ve	+ve	+ve	+ve
L20	Repayment of Leases during Period	-ve	-ve	-ve	-ve
L30	Forgiveness of Leases during Period	-ve	-ve	-ve	-ve
L40	Lease Renegotiated during Period	+ve	+ve	+ve	+ve
	TOTAL	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities	movement in lease liabilities

GST10	GST incurred on Operating & Capital Expenditure during Period	+ve	+ve	+ve	+ve
GST20	GST Input Tax Credits Received from ATO during Period	-ve	-ve	-ve	-ve
GST10	GST collected on Fare Revenue during Period	-ve	-ve	-ve	-ve
GST20	GST Remitted to ATO during Period	+ve	+ve	+ve	+ve
	TOTAL	net movement in GST payable & receivable	net movement in GST payable & receivable	net movement in GST payable & receivable	net movement in GST payable & receivable

PPE10	Non-Current Asset purchases during Period	+ve	+ve	+ve	+ve
PPE20	Non-Current Asset Depreciation during Period	-ve	-ve	-ve	-ve

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PPE30	Disposal of Non-Current Assets during Period	-ve	-ve	-ve	-ve	-ve	-ve
PPE40	Non-Current Assets Written Off during Period	-ve	-ve	-ve	-ve	-ve	-ve
PPE50	Other Increases in Assets during Period	+ve	+ve	+ve	+ve	+ve	+ve
PPE160	Other Decreases in Assets during Period	-ve	-ve	-ve	-ve	-ve	-ve
	TOTAL	movement in property, plant & equipment assets	movement in property, plant & equipment assets	movement in property, plant & equipment assets	movement in property, plant & equipment assets	movement in property, plant & equipment assets	movement in property, plant & equipment assets
T10	Income Tax paid to ATCO	-ve	-ve	-ve	-ve	-ve	-ve
T20	Income Tax payable on Operating Profit	+ve	+ve	+ve	+ve	+ve	+ve
T30	Income Tax deductible on Operating Loss	-ve	-ve	-ve	-ve	-ve	-ve
	TOTAL	net movement in provision for tax	net movement in provision for tax	net movement in provision for tax	net movement in provision for tax	net movement in provision for tax	net movement in provision for tax

Annexure D

Electronic Ticketing Operator Agreement

Annexure to Ferry System Contract