
Power of Attorney

Greater Sydney Bus Region **[region]**

[insert name of Principal]

Date:

Deed Poll by

[insert] of [insert address] (Principal)

Background

- A The Principal is the operator of bus services in Greater Sydney Region XX by virtue of entering into the Contract.
 - B The Principal [is/will become] the lessee of the Contract Depots.
 - C The Principal has agreed under the Contract to grant this power of attorney.
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1 Defined terms and interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears.

Approved Document means a document described in the column headed 'Approved Document' in the table in Schedule 1.

Attorney means each employee of the Transport Service who from time to time has the title of, or whose title includes, one or more of the following:

- (a) Executive Director, Public Transport Contracts & Partnerships;
- (b) Director, Public Transport Contracts & Programs;
- (c) Director, Service Delivery;
- (d) Director, Property Asset Management; and
- (e) Executive Director, Bus Procurement.

Business Day means a day on which banks are open for general banking business in Sydney, Australia (not being a Saturday, Sunday or public holiday in that city).

Bus Services has the meaning given in the Contract.

Contract means the Greater Sydney Bus Contract commencing on or about XX between the Principal and Transport for NSW as amended from time to time, and any subsequent Greater Sydney Bus Contract between the parties for contract routes in and about Greater Sydney Region XX.

Contract Depot means the land located as indicated in the Schedule 6 (Assets) of the Contract and each depot required under the Contract.

Contract Depot Lease means either an Operator Depot Lease or a State Bus Depot Lease.

Operator Depot Lease has the meaning given in the Contract.

Powers means the powers of the Attorney as described in clause 2.2.

State Bus Depot Lease has the meaning given in the Contract.

TfNSW means Transport for NSW, a corporation constituted under the *Transport Administration Act 1988* on behalf of the State of New South Wales.

Transport Service has the meaning given in the *Transport Administration Act 1988*.

1.2 Interpretation

Unless the contrary intention appears, in this power of attorney:

- (a) a reference to a document (including this power of attorney) includes any variation, replacement, supplement, or novation of it;
- (b) a reference to a clause, attachment, annexure or schedule is a reference to a clause in or attachment or annexure or schedule to this power of attorney;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the word “law” includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) references to legislation are references to legislation of the New South Wales Parliament unless there is an indication to the contrary;
- (f) a word or expression defined in the Contract but not defined in this power of attorney has the meaning given in the Contract;
- (g) the singular includes the plural and vice versa;
- (h) another grammatical form of a defined word or expression has a corresponding meaning;
- (i) the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- (j) a reference to a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- (k) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (l) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

- (m) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (n) a reference to a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (o) a reference to Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (p) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (q) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (r) a reference to time is a reference to the time in the State or Territory in which the Contract Depot is situated; and
- (s) the words “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (t) if an act under this power of attorney to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
- (u) a reference to any thing (including any amount) is a reference to the whole and each part of it.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this power of attorney.

2 Appointment and Powers

2.1 Appointment

The Principal irrevocably appoints each Attorney severally as an attorney of the Principal and to act for and on behalf of and in the name of the Principal in accordance with this power of attorney.

2.2 Powers

Each Attorney has the power to do each of the things specified in Schedule 2.

2.3 Delegation

No Attorney may sub-attorney, substitute or delegate his or her powers, discretions or authorities granted under this power of attorney.

3 Principal will ratify and be bound by Attorney's acts

3.1 Ratification

The Principal is bound by, and agrees to ratify and confirm, anything done or caused to be done by an Attorney in the exercise of the Powers or an authority under this power of attorney.

3.2 Exercise of Powers

Each Attorney may exercise the Powers even if it benefits from doing so.

4 Commencement

This power of attorney operates with immediate effect upon signing.

5 Termination of appointment of Attorney

5.1 Termination

An Attorney's appointment under this power of attorney terminates on the earliest of:

- (a) the date on which the Attorney ceases to be employed by the Transport Service;
- (b) the date on which the Attorney ceases to have, or whose title ceases to include, a title specified in the definition of 'Attorney' in clause 1.1; and
- (c) the date being 2 years after the Contract expires or is terminated.

5.2 Minor variations to office or position titles

An Attorney's appointment pursuant to clause 2.1 remains valid and is not terminated under clause 5.1(b) by any minor change or variation to an Attorney's office or position title specified in the definition of 'Attorney' in clause 1.1.

6 Third party reliance on Attorneys

6.1 Third party reliance

Any person (including without limitation any government or public authority responsible for administering land titles registered in Australia or elsewhere) who deals in good faith with an Attorney, or any person purporting to be an Attorney under this power of attorney:

- (a) is entitled to rely on the execution of any document, or a statement in writing by that person as conclusive evidence that:
 - (i) the person holds the title of an Attorney specified in the definition of 'Attorney' in clause 1.1;
 - (ii) the power of attorney has come into effect;

- (iii) the power of attorney has not been revoked; and
 - (iv) the right, authority or power being exercised or being purported to be exercised, is properly exercised and that the circumstances have arisen to authorise the exercise of that right, authority, and power; and
- (b) is not required to make any enquiries in respect of any of the above matters.

6.2 Declaration by Attorney

A person may act in good faith on a statement in writing signed by an Attorney, or by a person purporting to be an Attorney, that the person's appointment as an Attorney has not been terminated or been revoked as conclusive evidence of that fact.

6.3 Certificate of the authority

A person may rely in good faith on a certificate by any company secretary of the Principal that a person is a properly appointed Attorney, as conclusive evidence of that fact.

7 Indemnity

The Principal severally indemnifies each Attorney against any claim, demand, cost, charge, damage, loss or expense suffered or incurred by an Attorney in respect of the lawful exercise of the Powers in relation to the Principal.

8 No warranty

The exercise by an Attorney of any power under this power of attorney does not connote:

- (a) a warranty, express or implied, on the part of the Attorney as to the validity of this power of attorney; or
- (b) an assumption of personal liability by the Attorney in exercising the power.

9 Stamping and registration

The Principal will promptly on execution and delivery of this power of attorney properly stamp and register it as required by applicable law, including preparing the form required by NSW Land Registry Services for registration purposes. An Attorney may stamp and register it on the Principal's behalf, in which case the Principal will pay the Attorney's reasonable costs of doing so.

10 Governing law

This power of attorney is governed by the laws of New South Wales.

Execution page

Executed as a deed poll.

Signed, sealed and delivered **[Insert]** in
accordance with section 127 of the Corporations
Act by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

DATE:

- If ticked, the witness confirms that they witnessed the signatory sign this document over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000*, and the witness affixed their electronic signature to a counterpart of this document.

- If ticked, the witness confirms that they witnessed the signatory sign this document in the physical presence of the witness, and the witness affixed their signature to either the same or a counterpart copy of this document.

Schedule 1 **Approved Documents**

- 1 Transfer or novation of a Contract Depot Lease
- 2 Deed of surrender in respect of a Contract Depot Lease
- 3 Surrender of lease form in respect of the surrender of a Contract Depot Lease
- 4 Withdrawal of caveat registered on the title to a Contract Depot
- 5 Request to remove any other dealing from the title of a Contract Depot
- 6 Any other document relating to a Contract Depot which the Principal can lawfully create or sign

Schedule 2 Powers

Each Attorney has the power to do the following:

- (a) execute under hand or electronically and deliver (which delivery may be conditional or unconditional) each Approved Document in a form and substance as the Attorney thinks fit;
- (b) complete any blanks in an Approved Document;
- (c) amend or vary an Approved Document as the Attorney thinks fit (including but not limited to, amending or varying the parties), and execute under hand and deliver (which delivery may be conditional or unconditional) any document which effects or evidences the amendment or variation;
- (d) do anything which, in the opinion of the Attorney, is necessary, expedient or incidental or in any way relates to:
 - (i) any document referred to in paragraph (a) or (c) above, and
 - (ii) any transaction contemplated by any document referred to in paragraph (a) or (c) above; and
- (e) do any other thing (whether or not of the same kind as the above) which in the opinion of the Attorney is necessary, expedient or desirable for giving effect to the provisions of this power of attorney.