

**Conformance Records**

Records which show conformance by the Contractor with particular requirements of the Contract.

**Consultant**

A consultant engaged by the Contractor to design parts of the Works or to provide other professional services. It includes a consultant whose contract with the Principal is novated to the Contractor.

**Contamination**

- .1 Any waste, asbestos, pollution, hazardous substance, toxic substance, dangerous goods, hazardous waste or special waste, or any constituent of any such substance or waste in any water, soil or in the air including acid sulphate soils.
- .2 Without limiting paragraph (1), has the meaning given to Contamination in the *Contaminated Land Management Act 1997* (NSW).

**Contract**

The agreement between the Contractor and the Principal constituted by the *Contract Documents*.

**Contract Documents**

The Contract Documents as defined in the *Formal Instrument of Agreement* or specified in item 26.

**Contract Information**

The document described as such in the *Contract Documents*, which sets out information for the purposes of the Contract.

**Contract Price**

The fixed, lump sum amount stated as such in Contract Information item 40, subject to adjustment in accordance with the Contract.

**Contract Program**

The program described in clause 22.

**Contractor**

The party named in Contract Information item 8, including its successors and permitted assignees.

**Contractor Background IP**

All *Intellectual Property Rights* owned by or licensed to the Contractor or any *Contractor's Personnel* (including know-how and technical information) which:

- .1 exists prior to the Date of Contract or is developed or acquired by the Contractor or the *Contractor's Personnel* independently of the Contract; and
- .2 is used by the Contractor or the *Contractor's Personnel* in the performance of the work in connection with the Contract or otherwise made available to the Principal under or in connection with the Contract, but does not include the *Project IP*.

**Contractor Default Event**

Any of the following events or circumstances:

- .1 a substantial breach of the Contract by the Contractor. A substantial breach includes, but is not limited to, any of the following:
  - .1 suspending progress of the carrying out of the work in connection with the Contract in whole or part without the written agreement or instruction of the Principal, except for suspension under clause 54;
  - .2 the Contractor engaging in fraud, collusion or dishonest conduct in the performance of the work in connection with the Contract;
  - .3 failing to make payment to the Principal when such amount is due and payable under the Contract;

- .4 significantly failing to achieve a rate of progress consistent with carrying out the work required by the Contract expeditiously and without undue delay so that the Works will be completed by the date which is 30 days after the *Contractual Completion Date*, as determined on a date that is 6 months or more after the *Date of Contract* (and not more than once every three months after that date);
  - .5 failing to comply with an instruction in writing or confirmed in writing by the Principal;
  - .6 failing to carry out the Works with professional skill, care and competence;
  - .7 failing to maintain any registration or licence required by law to carry on activities required under the Contract;
  - .8 failing to provide *Undertakings* as required under clause 33 or the *Contractor Warranty Deed* as required under clause 9A;
  - .9 failing to comply with any provision of this Contract or any *Statutory Requirement* relating to the *Environment* or workplace health and safety;
  - .10 the Contractor assigning a right or benefit under the Contract without first obtaining the Principal's written consent; or
  - .11 failing to effect and maintain insurance policies as required under the Contract; or
- .2 no earlier than 6 months after the *Date of Contract*, (and not more than once every three months after that date) the *Principal's Authorised Representative* determines on reasonable grounds that there is no reasonable prospect that the Contractor will achieve *Completion* by the date that is 30 days after the *Contractual Completion Date*.

### Contractor Termination Event

Any of the following events or circumstances:

- .1 a *Default Notice* has been given under clause 73.1 and the Contractor fails to:
  - .1 if the *Contractor Default Event* is capable of being remedied:
    - .1 remedy the *Contractor Default Event* within the Cure Period;
    - .2 where clause 73.2.4 applies, submit a *Draft Cure Plan* in accordance with clause 73.2.4 or a revised *Draft Cure Plan* in accordance with clause 73.5; or
    - .3 comply with and implement the *Approved Cure Plan*, and otherwise diligently pursue the remediation of the *Contractor Default Event*; or
  - .2 if the *Contractor Default Event* is not capable of being remedied:
    - .1 submit a *Draft Mitigation Plan* in accordance with clause 73.7 or a revised *Draft Mitigation Plan* in accordance with clause 73.10; or
    - .2 comply with and implement the *Approved Mitigation Plan*;
- .2 the Contractor abandoning the whole or a substantial part of the work in connection with the Contract;
- .3 a *Change in Control* of the Contractor;
- .4 *Contractor Insolvency*;
- .5 the Contractor's aggregate liability to the Principal exceeds the amount set out in Contract Information item 19 plus amounts recoverable under clauses 26.9.7 and 26.9.8;
- .6 the Contractor's liability to the Principal for liquidated damages equals the liquidated damages liability cap set out in Contract Information item 20 and the Contractor has not, prior to such cap being reached, notified the Principal that it agrees to refresh such cap and continue to pay liquidated damages up to such refreshed cap; or
- .7 the Contractor has notified the Principal that it agrees to refresh the liquidated damages liability cap set out in Contract Information item 20 prior to the liquidated



damages liability cap being reached, and the Contractor's liability to the Principal for liquidated damages equals or exceeds the refreshed cap.

### **Contractor Warranty Deed**

The Contractor warranty deed in the form set out in Schedule 35.

### **Contractor's Authorised Person**

The person appointed to act on behalf of the Contractor under clause 2, named in Contract Information item 9 or as subsequently notified to the Principal.

### **Contractor's Documents**

Drawings, specifications, calculations and other documents and information, meeting the requirements of clause 39, which the Contractor must produce to design and construct the Works in accordance with the Contract.

### **Contractor Insolvency**

Any of the following applying to the Contractor:

- .1 the Contractor is insolvent;
- .2 the Contractor indicates it does not have the resources to perform the Contract;
- .3 an application for winding up is made which is not stayed within 14 days;
- .4 a winding-up order is made;
- .5 a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed;
- .6 a mortgagee enters into possession of any property of the Contractor;
- .7 notice is given of a meeting of creditors for the purposes of a deed of arrangement; or
- .8 any actions having a similar effect are taken.

### **Contractor's Margin**

An amount added to the costs calculated under clauses 47.6.1 and 47.6.2, to allow for profit and overhead costs, but not overhead costs relating to delay or disruption.

### **Contractor's Personnel**

- .1 the *Contractor's Authorised Person*;
- .2 any Subcontractor, Supplier or Consultant;
- .3 any officer, employee, agent, contractor, consultant, nominee, licensee or advisor of the Contractor, the *Contractor's Authorised Person* or a Subcontractor, Supplier or Consultant, including the *Key Personnel*; and
- .4 any other person engaged or employed by or on behalf of the Contractor in the performance of the work in connection with the Contract.

### **Contractor's Project Plans**

The plans, systems, manuals and documents (excluding *Design Documentation*) set out in the *Preliminaries* which are required to be submitted by the Contractor to the Principal pursuant to clause 32A.

### **Contractual Completion Date**

The day stated in Contract Information item 13, by which the Contractor must achieve *Completion* of the Works, as adjusted under the Contract.

### **Control**

Means:

- .1 control as defined in section 50AA of the Corporations Act; or
- .2 the power (whether legally enforceable or not) to, whether directly or indirectly:
  - .1 determine the management or policies of the entity;
  - .2 control the membership of the board or other governing body of the entity;
 or

- .3 control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the entity, regardless of whether the power is in writing or not, enforceable or unenforceable, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise.

**Cost**

Includes any costs, charges and expenses (including financing costs, those incurred in connection with advisers and any legal costs and expenses on a full indemnity basis).

**Cultural Heritage Artefacts**

The *Artefacts* set out in Contract Information item 37.

**Cure Period**

The cure period referred to in clause 73.1.3.

**Data**

The *Contractor's Documents* and all other drawings, sketches, specifications, digital records, computer software, data and information relating to the Contract, including the *Design Documentation*.

**Date of Contract**

The date stated in the *Formal Instrument of Agreement*.

**Deed of Release**

The deed of release in the form set out in Schedule 36.

**Default Notice**

A notice issued by the Principal pursuant to clause 73.1.

**Defect**

An error, omission, shrinkage, blemish in appearance or other fault in the Works or which affects the Works or any other failure of the Works to comply with the Contract.

**Defect Liability Period**

The period stated in Contract Information item 55, as may be extended in accordance with clause 67.

**Defect Notice**

A notice issued by the Principal under clause 45.2 or 67.1.

**Demolished Infrastructure**

The existing items and infrastructure on the Site which are to be demolished and disposed of in accordance with the Contract.

**Design Documentation**

All documents containing any engineering or designs created, or required by the Contract to be created, by or on behalf of the Contractor for the purposes of, or in connection with, the Works.

**Design Review Period**

The design review period stated in clause 39.12.

**Document Submission Schedule**

The document set out in Schedule 19.

**Draft Cure Plan**

The draft cure plan prepared by the Contractor pursuant to clause 73.2.4.

**Draft Mitigation Plan**

The draft mitigation plan prepared by the Contractor pursuant to clause 73.7.

**Encumbrance**

A mortgage, charge, lien, title retention, trust, power or other encumbrance.



**Environment**

Means components of the earth, including:

- .1 land, air and water, and
- .2 any layer of the atmosphere, and
- .3 any organic or inorganic matter and any living organism, and
- .4 human-made or modified structures and areas,

and includes interacting natural ecosystems that include components referred to in paragraphs 1-3 (above).

**Environmental Management Plan**

The environmental management plan submitted by the Contractor pursuant to clause 26A.

**Environmental Statutory Requirements**

Any *Statutory Requirement* relating to any aspect of the *Environment* or health or having as its objective the protection or enhancement of the *Environment*, including the *Planning Approval*.

**EPBC Act**

The *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

**Excusable Delay Event**

The following events or circumstances are *Excusable Delay Events*:

- .1 a breach of Contract by the Principal;
- .2 any act or omission of the Principal or the *Principal's Authorised Person*, other than an act or omission that is permitted, contemplated or required by this Contract;
- .3 a *Variation* (other than a *Variation* for the Contractor's convenience);
- .4 a suspension instruction under clause 53 except to the extent if the need for the suspension arises from the act or omission of the Contractor or the *Contractor's Personnel*;
- .5 the discovery of *Cultural Heritage Artefacts* on the Site;
- .6 a *Change in Statutory Requirements* that necessitates a change to the Works;
- .7 a *Change in TPA* that necessitated a change to the Works;
- .8 a *Force Majeure Event*;
- .9 a legal challenge to the *Planning Approval (Stage 1)* or the *Planning Approval (Stage 2)* which relates to a matter which is outside the reasonable control of the Contractor;
- .10 a relevant authority fails to issue the *Planning Approval (Stage 2)* within 14 weeks of submission of the relevant application to the authority or
- .11 the imposition of any conditions on the *Planning Approval (Stage 2)* which are materially disadvantageous to the Contractor and which are materially different to conditions that should reasonably have been expected by a competent and experienced contractor that had done all of the things which the Contractor is obliged to do under the Contract,

provided that such events or circumstances did not arise as a result of an act or omission of the Contractor or the *Contractor's Personnel*.

**Expert**

A person engaged to determine *Issues* under clause 71.

**Expert Determination**

The process of determination of an *Issue* by an *Expert*, under clause 71 and the procedure in Schedule 5 (Expert Determination Procedure).

**Extra Land**

Has the meaning given in clause 37F.

**Fault**

Ambiguity, inconsistency or discrepancy.

**Final Completion**

That stage in the execution of the work in connection with the Contract when the *Defect Liability Period* has expired and the Contractor has rectified all *Defects* that arose during the *Defect Liability Period*.

**Final Payment Claim**

A *Payment Claim* given by the Contractor to the Principal under clause 61.1.

**Final Payment Schedule**

A *Payment Schedule* given by the Principal to the Contractor under clause 61.2.

**Force Majeure Event**

The following events or circumstances:

- .1 earthquake, fire, flood, natural disaster, lightning or landslide;
- .2 a cyclone (provided it has been named by the Bureau of Meteorology);
- .3 war, invasion, act of foreign enemies, hostilities, (whether war be declared or not), act of terrorism, act of public enemies, sabotage, malicious damage, civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority;
- .4 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or any of its Subcontractors, Consultants or Suppliers;
- .5 strikes, industrial disputes or industrial action on a national or state-wide basis, provided such event or circumstance:
- .6 is beyond the reasonable control of the affected party;
- .7 is not caused or contributed to by a breach of the Contract, or a negligent or unlawful act or omission of, the affected party or its respective contractors, consultants, employees, directors or agents;
- .8 causes or results in default, or delay in the performance, by the affected party of any of its obligations under the Contract; and
- .9 could not reasonably have been expected to have prevented, avoided or overcome by the affected party exercising a standard of care and diligence consistent with that of a prudent and competent person in the circumstances.

**Formal Instrument of Agreement**

The document entitled "Formal Instrument of Agreement" between the parties to which these GC21 General Conditions of Contract are attached.

**IFC Design Documentation**

The *Design Documentation* identified as *IFC Design Documentation* in the *Document Submission Schedule*.

**Indemnified Parties**

Infrastructure New South Wales and Venues New South Wales.

**Information Documents**

Any information, data or document which is:

- .1 listed or referred to in Schedule 38;
- .2 issued or made available by, or on behalf of, the Principal or the New South Wales Government to the Contractor in connection with the Call for Expressions of Interest for the Project (Call for EOI), the Request for Tender for the Project (RFT), or the Project (including, without limitation, anything issued or made available through INSW's website or a data room) and which at the time of issue (or being made available) is expressly classified or stated to be an 'Information Document';



- .3 issued or made available by, or on behalf of, the Principal or the New South Wales Government to the Contractor in connection with the Call for EOI, the RFT or the Project (including, without limitation, anything issued or made available through NSW's website or a data room), but which is not intended to form part of the Call for EOI or the RFT (as applicable), regardless of whether or not it is expressly classified or stated to be an 'Information Document'; or
- .4 referred to or incorporated by reference in an Information Document, whether issued or made available on, before or after the Date of Contract, other than any document which the Principal is obliged by the terms of the Contract to provide to the Contractor and the Contractor is expressly obliged by the terms of the Contract to rely on.

### **Intellectual Property Rights**

Any copyright, patent right, registered design or other protected right.

### **Issue**

Any issue, dispute or difference raised by either party under clause 69.

### **Key Personnel**

The key personnel named in Contract Information item 12 and any replacement person appointed by the Contractor pursuant to clause 31A.

### **Loss**

Loss means all damage, loss, liability and *Cost* of whatever nature or description.

### **Materials**

Includes materials, plant, equipment and other goods.

### **Novation Deed**

A novation deed in the form set out in Schedule 13.

### **Payment Claim**

A claim for payment made by the Contractor to the Principal under clauses 58 or 61.

### **Payment Schedule**

A schedule containing the Principal's assessment of a *Payment Claim* and stating the amount the Principal proposes to pay, as referred to in clauses 59 and 61.

### **Personal Information**

Personal Information as defined in the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW).

### **Planning Approval**

The *Planning Approval (Stage 1)* and, once it has been obtained, the *Planning Approval (Stage 2)*.

### **Planning Approval (Stage 1)**

Approval of a State Significant Development application for a concept proposal for a new 30,000 seat stadium comprising:

- .1 building envelopes;
- .2 approximately 540 car parks; and
- .3 demolition of the existing pool and related building and structures.

### **Planning Approval (Stage 2)**

Approval of a detailed Stage 2 development application or applications (including modifications to the *Planning Approval (Stage 1)*) pursuant to the *Planning Approval (Stage 1)* which grants consent for the remaining stages necessary to give effect to the *Planning Approval (Stage 1)* and to carry out the work in connection with the Contract.

### **Post-Completion Undertaking**

The *Undertaking* required under clause 33.1, for the percentage of the *Contract Price* (at the Date of Contract) stated in Contract Information item 34.

**PPSA**

The *Personal Property Securities Act 2011* (Cth).

**Pre-Agreed Variations**

Any of the *Variations* set out in Schedule 10.

**Preferred Subcontractor**

A Subcontractor, Supplier or Consultant listed in Contract Information item 31 for a specified trade or area of work.

**Principal**

The entity named in Contract Information item 4, including its successors and assignees.

**Principal's Authorised Person**

The person appointed to act on behalf of the Principal under clause 2, named in Contract Information item 5 or as subsequently notified to the Contractor.

**Principal's Documents**

The drawings, specifications and other documents provided to the Contractor and containing the Principal's requirements in respect of the Works.

**Privacy Act**

The *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW).

**Project Brief**

The Project Brief for the Works set out in Schedule 14.

**Project IP**

All *Intellectual Property Rights* created or coming into existence as a result of, for the purpose of or in connection with the performance of the work in connection with the Contract by the Contractor or the *Contractor's Personnel* and its other obligations under the Contract.

**Provisional Sum**

A sum included in the *Contract Price* and identified as a provisional, monetary, prime cost, contingency or other such sum or allowance for the work specified in the Contract against that sum.

**Remediation Action Plan**

The remediation action plan submitted by the Contractor pursuant to clause 26A.

**Required Rating**

A credit rating of at least A- by Standard & Poor's (Australia) Pty Limited or A3 from Moody's Investors Services, Inc, or, if no rating is provided by Standard & Poor's (Australia) Pty Limited or Moody's Investors Services, Inc, an equivalent credit rating issued by another generally recognised international credit rating agency.

**Scheduled Amount**

The amount of payment (if any) stated in a *Payment Schedule*, that the Principal proposes to make in relation to a *Payment Claim*, as referred to in clause 59.1.2.

**Scheduled Progress**

The rate of progress consistent with carrying out the work required by the Contract expeditiously and without undue delay, so that the Works will be completed by the *Contractual Completion Date*.

**Separable Portion**

A portion of the Works directed by the *Principal's Authorised Person* pursuant to clause 8A.



**Separate Contractor**

- .1 A contractor engaged by the Principal or Venues NSW (other than the Contractor or the *Contractor's Personnel*) to carry out work on the Site. It includes a contractor that is engaged at the Date of Contract and any contractor engaged after the Date of Contract.
- .2 A contractor (other than the Contractor or the Contractor's *Personnel*) that is engaged by a third party is performing work in the vicinity of, but not on, the Site.

**Site**

The land to be made available by the Principal to the Contractor for the purpose of executing the work in connection with the Contract, as described in Contract Information item 2.

**Site Access Conditions**

The Site access conditions set out in Part C of Schedule 20.

**Site Access Date**

The dates for access to the Site set out in Part B of Schedule 20.

**Site Audit Statement**

A site audit statement as defined in the *Contaminated Land Management Act 1997* (NSW), which certifies that the Site is suitable for use as park, recreational open space, playing field.

**Site Auditor**

The person identified as such in Contract Information item 12.

**Site Conditions**

Any physical conditions of the Site (including sub-surface conditions, but excluding weather conditions or physical conditions which are a consequence of weather conditions) encountered in carrying out work in connection with the Contract.

**Site Infrastructure**

Any infrastructure or services existing on the *Site* that does not constitute *Demolished Infrastructure*.

**Supporting Statement**

The form prepared for the purpose of section 13 of the *Building and Construction Industry Security of Payment Act 1999* (NSW) as set out in Part 1 of Schedule 6.

**Stakeholder Management and Community Engagement Plan**

The stakeholder management and community engagement plan set out in Schedule 23.

**Statutory Requirements**

The laws relating to the Works or the Site, or the lawful requirements of any authority or provider of services having jurisdiction over the Works, the Site, the environment or the Contract, or anyone or anything connected with the Works or the Site or the Contract, including any *Approvals*.

**Step-in Event**

A Step-in Event as defined in clause 72A.1.

**Subcontract**

An agreement between the Contractor and a Subcontractor or a Supplier.

**Subcontractor**

An entity (including one engaged in accordance with clause 29.3) engaged by the Contractor to carry out part of the Works or the *Temporary Work*, or both, other than a Consultant or a Supplier.

**Subcontractor Statement**

The form prepared for the purpose of section 175B of the *Workers Compensation Act 1987* (NSW), Schedule 2, Part 5 of the *Payroll Tax Act 2007* (NSW) and section 127 of the *Industrial Relation Act 1996* (NSW) as set out in Part 2 of Schedule 6.

**Supplier**

An entity engaged by the Contractor to supply *Materials* in connection with the Works.

**Taxes**

Taxes means taxes, levies, imposts, charges and duties (including customs duties and stamp and transaction duties) paid, payable or assessed as being payable by any authority together with any fines, penalties and interest in connection with them.

**Temporary Work**

Temporary structures, amenities, physical services and other work, including *Materials*, plant and equipment used to carry out the Works but not forming part of the Works.

**Test**

Examine, inspect, measure, prove and trial, including uncovering any part covered up, if necessary; *Testing* and other derivatives of *Test* have a corresponding meaning.

**Third Party Agreement**

Those agreements set out in Schedule 18.

**Undertaking**

An unconditional undertaking to pay on demand, in the relevant form of Schedule 2 (Undertaking).

**Uninsurable Force Majeure Event**

A Force Majeure Event in respect of which insurance is not available in the recognised international insurance market in respect of that risk generally at the time that such insurance ought to be obtained by a reasonable and prudent contractor provided that the uninsurability is not caused or contributed to (directly or indirectly) by any act, default or omission of the Contractor or its Personnel (whether negligent or otherwise) or the breach of any Statutory Requirement by the Contractor or its Personnel or as a result of the claims history of the Contractor under any policy of insurance.

**Unresolved Claim**

A *Claim* rejected or not agreed under clause 68.7.

**Value Completed**

The value of work (including design work) carried out by the Contractor and included in a *Payment Claim*, as referred to in Schedule 3 (Payment Claim Worksheet).

**Variation**

Any change to the Works including additions, increases, omissions and reductions to and from the Works, but not including such changes in respect of the development by the Contractor of the design for the Works (including development of shop drawings and other *Contractor's Documents*) in accordance with the requirements of the Contract.

**Variation Order**

A Variation Order as described in clause 48.1.

**Variation Proposal**

A Variation Proposal as described in clause 48.5.

**Variation Request**

A Variation Request as described in clause 48.4.

**WHS Legislation**

The *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Legislation 2011* (NSW).



**WHS Plan**

The workplace health and safety plan submitted by the Contractor pursuant to clause 16A.

**work in connection with the Contract**

All the Materials to be supplied and the whole of the work and services to be performed by the Contractor pursuant to the Contract to design, engineer, procure, supply, construct, install, test, commission and hand over the Works in accordance with the Contract and includes:

- .1 all work stated in the *Project Brief* and the *Preliminaries*;
- .2 all work that is not specifically mentioned in the Contract but can be reasonably inferred by an experienced and competent contractor as being required for the proper performance of the Works as if such works were expressly stipulated in the Contract; and
- .3 the work associated with any *Variation*.

**Works**

The works to be designed, constructed and handed over to the Principal on *Completion* by the Contractor, including all work and items of the types referred to in clause 8.1 and *Variations*, but excluding *Temporary Work*. The term applies to the Works as a whole and also to any part of the Works unless the context requires otherwise. Contract Information item 3 briefly describes the Works.

# Contract Information

The Contract Information is part of the Contract. Words and phrases are defined in clause 79.

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## Contract

Item

### 1 Contract name

The Contract name is: Western Sydney Stadium

The Contract number is: 201605489

### 2 Site

*Defined in clause 79*

The Site is: The land shown in red and blue on the plan set out in Part A of Schedule 20.

### 3 Description of the Works

*Mentioned in clause 8*

The Works are: As described in the Project Brief and the Concept Design

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## Principal's details

### 4 Principal

*Defined in clause 79*

The Principal is: Infrastructure NSW

### 5 Principal's Authorised Person

*Mentioned in clause 2*

The *Principal's Authorised Person* is:



### 6 Notices to the Principal

*Mentioned in clause 11*

Notices must go to the *Principal's Authorised Person* named above, at the address or number shown here.

Office address:  
(for delivery by hand) Level 15, 167 Macquarie Street, Sydney,  
NSW, 2000

Postal address:  
(for delivery by post) Level 15, 167 Macquarie Street, Sydney,  
NSW, 2000

e-mail address:





**7 Principal's Senior executive***Mentioned in clauses 69 & 70*

The Principal's senior executive is:

Office address:  
(for delivery by hand)Level 15, 167 Macquarie St Sydney  
NSW 2000Postal address:  
(for delivery by post)PO Box R220, Royal Exchange NSW  
1225

e-mail address:

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**Contractor's details****8 Contractor**

The Contractor is:

Lendlease Building Pty Ltd  
ABN 97 000 098 162**9 Contractor's Authorised Person**The Contractor's Authorised  
Person is:*Mentioned in clause 2***10 Notices to the Contractor***Mentioned in clause 11*Notices must go to the *Contractor's Authorised Person* named above, at the address or number shown here.Office address:  
(for delivery by hand)Level 14, Tower 3, International  
Towers Barangaroo, 300 Barangaroo  
AvenuePostal address:  
(for delivery by post)

As above

e-mail address:

**11 Contractor's senior executive***Mentioned in clause 70*The Contractor's senior executive  
is:Office address:  
(for delivery by hand)Level 14, Tower 3, International  
Towers Barangaroo, 300 Barangaroo  
AvenuePostal address:  
(for delivery by post)

As Above

e-mail address:

## 12 Key Personnel

The Contractor's Key Personnel are:

Name	Position

### 12A Approved Subcontractors

The Approved Subcontractors are:

Name	Scope of Works
Populous	Architect
Aurecon	Structural, Civil and Services Engineer
Aspect Studio	Landscape Architect
Stowe Australia	Electrical and Communications Contractor
AG Coombes	Mechanical Contractor
Base Fire	Fire Services Contractor
John R Keith	Hydraulics Contractor

## Dates and times

### 13 Time for Completion

The Contractual Completion Date is:



## Statutory and Government requirements

### 14 Fees, charges and approvals

Approvals that have been obtained or will be obtained, and fees and charges that have been paid or will be paid, by the Principal are:

*Mentioned in clause 12*  
*Planning Approval (Stage 1)*  
*EPBC Act Approval (if required)*

### 14A Conditions of Approvals

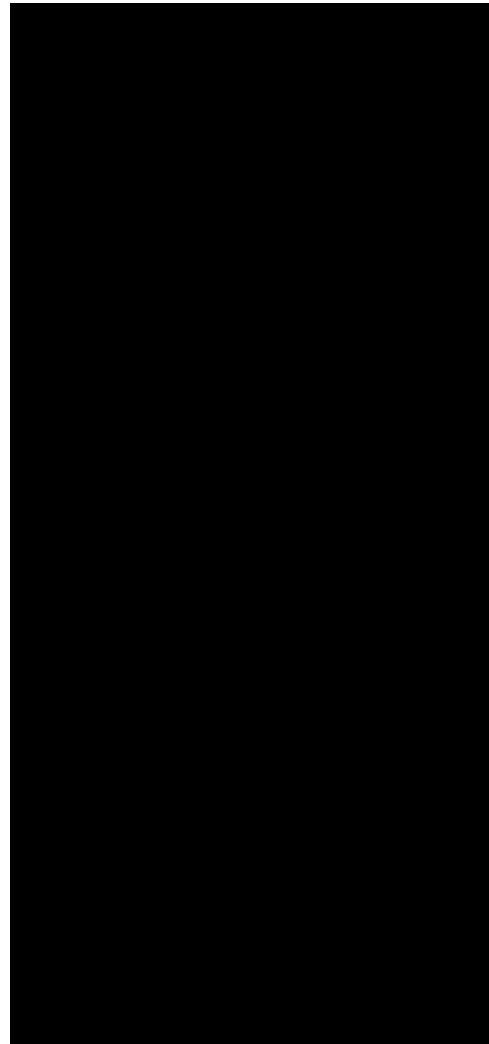
Conditions of the *Planning Approval (Stage 1)* that will be discharged by the Principal are:

*Mentioned in clause 12*  
 Those items attributed to the Principal in the matrix included in Schedule 8



**14B Headworks changes**

Items in respect of which changes  
constitute Changes in Statutory  
Requirements

**15 Compliance with NSW Government guidelines****A - Work Health and Safety (WHS)**

*Mentioned in clause 15*

Is the Contractor required to  
implement a Corporate WHS  
Management System acceptable to  
the Principal? (Yes/No) Yes

Is the Contractor required to submit  
a WHS Plan in accordance with the  
WHS Regulation 2011 (NSW)?  
(Yes/No) Yes

If required, the WHS Plan must be  
provided: By the date for submission set out in  
the Document Submission Schedule.

**B - Workplace Relations***Mentioned in clause 15*

Is the Contractor required to submit a Workplace Relations Management Plan? (Yes/No)

Yes

If required, the Workplace Relations Management Plan must be provided:

By the date for submission set out in the Document Submission Schedule.

**C - Quality Management***Mentioned in clause 15*

Is the Contractor required to implement a certified Quality Management System? (Yes/No)

Yes

Is the Contractor required to submit a Quality Management Plan? (Yes/No)

Yes

If required, the Quality Management Plan must be provided:

By the date for submission set out in the Document Submission Schedule.

**D - Environmental Management***Mentioned in clause 15*

Is the Contractor required to implement an accredited Environmental Management System? (Yes/No)

Yes

Is the Contractor required to submit an Environmental Management Plan? (Yes/No)

Yes

If required, the Environmental Management Plan must be provided:

By the date for submission set out in the Document Submission Schedule.

**E - Training Management***Mentioned in clause 15*

Is the Contractor required to meet and report on commitments for engaging apprentices and trainees for the Contract work? (Yes/No)

Yes

**F - Aboriginal Participation***Mentioned in clause 15*

The Aboriginal Participation Project Category is:

Category 3



An Aboriginal Participation Plan must be provided:	Within 60 days after the Date of Contract.
An Aboriginal Participation Report must be provided:	When the Contract is 90% complete.
Is the Contractor required to submit copies of the Aboriginal Participation Plan and Participation Report to the NSW Procurement Board? (Yes/No)	No »

## 16 Requirements for Commonwealth Funded projects

### A - Building Code 2013

*Mentioned in clause 13.2*

Is the Contractor required to comply with the Building Code 2013?	Yes
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### B - Australian Government Building and Construction OHS Accreditation Scheme

*Mentioned in clause 17*

Is the Contractor required to maintain accreditation under the Australian Government Building and Construction OHS Accreditation Scheme?	Yes
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## 17 Principal contractor

Is the Contractor appointed as principal contractor? (Yes/No)	Yes
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*Mentioned in clause 16*

## 18 Working hours and working days

Working hours and working days are:	In accordance with <i>Statutory Requirements</i> .
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*Mentioned in clause 18*

## Liability

### 19 Limitation of liability

Subject to clause 26.9, the limit of the Contractor's liability to the Principal in respect of any one occurrence in connection with loss or liability other than personal injury or death is:

*Mentioned in 26.8*

**20 Cap on liquidated damages***Mentioned in clause 26.12*

The Contractor's liability for liquidated damages is limited to:

---

**Insurance****21 Works insurance***Mentioned in clauses 27.1 & 27.2*

The party responsible for effecting Works insurance is:

The Contractor

Minimum cover is:

Additional cover required:

Named Insureds:

Period of cover is:

Maximum deductible is

until the expiry of the *Defects Liability Period*.

Not applicable

**22 Public liability insurance***Mentioned in clauses 27.1 & 27.2*

The party responsible for effecting public liability insurance is:

The Contractor

Minimum cover is:

(provided, with respect to products liability, the amount will apply in the aggregate for all occurrences within any one period of insurance)

Named Insureds

Period of cover is:

until the expiry of the *Defects Liability Period*.

Maximum deductible is:

Not applicable

**23 Workers compensation insurance***Mentioned in clause 27.3*

Minimum cover is:

as required by law.

Extension

To be extended to cover the Principal's statutory liability to such workers, where permitted by law.

Period of cover is:

until the expiry of the *Defects Liability Period*.

## 24 Professional indemnity insurance

*Mentioned in clause 27.3.2*

Is a professional indemnity insurance policy to be held by the Contractor? (Yes/No)

Yes

Minimum cover is:

Indemnity to Principal

The insurance must provide indemnity to the Principal for any liability vicariously incurred by the Principal as a result of any breach of professional duty by the Contractor arising out of or in connection with the performance of the work in connection with the Contract.

Period of cover is:

until the date that is 7 years after the Actual Completion Date.

Maximum deductible

Not applicable

## 25 Marine liability insurance

*Mentioned in clause 27.3.3*

Minimum cover is:

Period of cover is:

the whole of the period of use of waterborne craft of 8 or more metres in length on work in connection with the Contract.

Maximum deductible

Not applicable

## 25A Construction Equipment insurance

*Mentioned in clause 27.3.4*

Insured Property

All construction equipment

Minimum cover is:

Period of cover is:

until the expiry of the *Defects Liability Period*.

Maximum deductible

Not applicable

## 25B Motor Vehicle insurance

*Mentioned in clause 27.3.5*

Minimum cover for third party bodily injury or damage to property is:

Minimum cover for compulsory third party:

Period of cover is:

Maximum deductible

As required by law

until the expiry of the *Defects Liability Period*.

Not applicable



**25C Asbestos liability insurance***Mentioned in clause 27.3.6*

Minimum cover is:

Period of cover is:

Maximum deductible

[REDACTED]  
until the expiry of the *Defects Liability Period*.

Not applicable

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**Contract Documents****26 Other Contract Documents***Mentioned in definition of Contract Documents*Other *Contract Documents* (not listed in the Formal Instrument of Agreement) are:

NIL

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**Principal's Documents****27 Copies of Principal's Documents***Mentioned in clause 41*The number of copies of the *Principal's Documents* to be provided to the Contractor is:

1 electronic copy.

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**Contractor's Documents****28 Copies of Contractor's Documents***Mentioned in clause 40.1*The number of copies of the *Contractor's Documents* to be provided to the Principal is:

1 Hard Copy, 1 soft copy (PDF or native format as otherwise required by contract)

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**Subcontract work****29 Inclusion of consistent requirements in Subcontracts***Mentioned in clause 28.4*

The Subcontract value requiring inclusion of the provisions set out in Schedule 9 (Subcontract requirements) is:

[REDACTED]

**30 Payment period for Subcontracts***Mentioned in clause 28.4.2*

The maximum period before payment, for Subcontracts less than the value stated in Contract Information item 29, is:

30 *Business Days*.

**31 Preferred Subcontractors***Mentioned in clause 29.3*

The *Preferred Subcontractors* referred to in clause 29 are:

NIL

**32 Subcontractor's warranty***Mentioned in clause 30.1*

Trades or areas of work requiring a Subcontractor's warranty are:

All of the Approved Subcontractors listed in Item 12A and any other Subcontractor whose scope of work exceeds [REDACTED] in value

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**Undertakings****33 Completion Undertaking***Mentioned in clause 33.1*

The amount of the *Completion Undertaking* is:

[REDACTED]

**34 Post-Completion Undertaking***Mentioned in clause 33.1*

The Amount of *Post-Completion Undertaking* is:

[REDACTED]

**35 Return of Post-Completion Undertaking***Mentioned in clause 33.4.2*

The period at the end of which the *Post-Completion Undertaking* must be returned is:

Within 10 *Business Days* after the issue of a *Final Completion Certificate*

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**Cultural Heritage Artefacts****36 Not Used**

**37 Cultural Heritage Artefacts***Mentioned in clause 37.2*

The *Cultural Heritage Artefacts* are:

The discovery of the following Artefacts on or under the Site:

- European cultural heritage
- Indigenous cultural heritage, except where the Contractor was made aware of the existence and location of such *Site Conditions* prior to the Date of Contract.

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**Design and documentation****38 Scope of design activities****A - Design by the Contractor***Mentioned in clause 39*

.1 Items, services and components of the Works in respect of which the Contractor may depart from the design provided by the Principal (clause 39.7):

No items  
("no items identified" applies if not filled in).

**B - Building Code of Australia***Mentioned in clauses 39 & 43*

Does the Building Code of Australia apply? (Yes/No)

Yes  
("Yes" applies if not filled in).

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**Innovation****39 Innovation***Mentioned in clause 40.5*

The percentage of financial benefit to be allocated to the Contractor is:



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**Payments****40 Contract Price at the Date of Contract***Mentioned in clauses 55.1 and 55.3*

The *Contract Price* at the Date of Contract is:





**Basis of payment**

The basis of payment is:

**41 Not used****42 Provisional Sums**

*Mentioned in clause 55.4*

*Provisional Sum* items referred to in clause 55.4 are:

Not applicable

**43 Provisional Sum margin**

*Mentioned in clause 55.4*

The *Provisional Sum* margin includes profit and off site overheads:

Not applicable

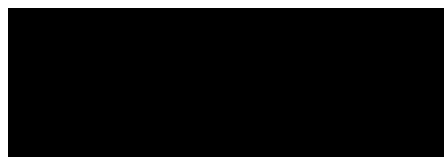
The *Provisional Sum* margin is:

Not applicable


**44 Contractor's Margin**

*Mentioned in clauses 47 and 79*

The *Contractor's Margin* includes profit and off site overheads:



The percentage for *Contractor's Margin* is:

 - this margin covers off-site overheads and corporate margin only. On-site preliminaries and site overheads including attendance and administration will be assessed and agreed for each variation on an as-needs basis.

**45 Not**

**used**

**46 Payment date and method****A - Date for Payment Claims**

*Mentioned in clause 58.1*

The date in the month for making *Payment Claims* is:

The last *Business Day* prior to the end of each calendar month.

**47 Not Used****48 Interest on late payments***Mentioned in clause 62*The rate of interest per annum is: [REDACTED]

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**Delay costs****49 Delay costs and liquidated damages***Mentioned in clauses 34 and 51***A1 - Delay costs for delay in access to the Site**

The rate in item 49A1 applies only if the Principal fails to give initial access to the Site as required by clause 34.

The rate per day for delay costs due to the Principal's failure to give the Contractor initial access to the Site in accordance with clause 34 is:

For delays occurring prior to 1 April 2017 - [REDACTED]For delays occurring after 1 April 2017 - [REDACTED]**A2 - Delay costs for delay other than in access to the Site**

The rate or rates in item 49A2 apply when the rate in item 49A1 is not applicable, in accordance with clause 51.

The rate per day for delay costs payable when *Completion* of the whole of the Works is delayed is:For delays occurring prior to the date which is 9 months after the Date of Contract - [REDACTED]For delays occurring between 9 months and 26 months after the Date of Contract - [REDACTED]**B - Liquidated damages***Mentioned in clauses 51.8 and 51.9*

Do liquidated damages apply to this Contract? (Yes/No)

Yes

The rate per day for liquidated damages for the whole of the Works is:

[REDACTED]**50 Not Used**

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**Expert Determination****51 Time to refer Issue to Expert Determination***Mentioned in clause 70*The time within which either party may refer an *Issue* to *Expert Determination* is:

28 days after becoming entitled under clause 70.2.

**52 Expert Determination representative***Mentioned in clause 71*

The representative of the Principal for all of the purposes in clause 71, and under Schedule 5 (Expert Determination Procedure) is:

The Principal's senior executive shown in Contract Information item 7 until the Principal notifies otherwise.

Office address:  
(for delivery by hand)

As shown in Contract Information item 7.

Postal address:  
(for delivery by post)

As shown in Contract Information item 7.

e-mail address:

As shown in Contract Information item 7.

**53 Person to nominate an Expert***Mentioned in clause 71*

The person is:

Chief Executive Officer  
Australian Commercial Disputes  
Centre  
Level 16  
1 Castlereagh Street  
Sydney NSW 2000

Telephone number:  
Facsimile number:

(02) 9239 0700  
(02) 9223 7053

**54 Threshold amount for litigation***Mentioned in clause 71*

The threshold amount for litigation following an *Expert's* determination is:



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**Defects Liability****55 Defects Liability Period**

The *Defects Liability Period* is:

The period commencing on the *Actual Completion Date* and, subject to any extension in accordance with clause 67, expiring on the date that is 24 months after the *Actual Completion Date* for the whole of the Works.