



FREEDOM OF INFORMATION COVERSHEET

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

FOI reference: 24-014

| Information to be published | Status |
|---|----------------|
| 1. Access application | Published |
| 2. Decision notice | Published |
| 3. Schedule | Published |
| 4. Documents | Published |
| 5. Additional information identified | Not applicable |
| 6. Fees | Waived |
| 7. Processing time (in working days) | 46 days |
| 8. Decision made by Ombudsman | Not applicable |
| 9. Additional information identified by Ombudsman | Not applicable |
| 10. Decision made by ACAT | Not applicable |

| | |
|---|----------------|
| 11. Additional information identified by ACAT | Not applicable |
|---|----------------|



ACT
Government

Transport Canberra
and City Services

Freedom of Information – Access Application Form

Privacy notice

The personal information you supply on this form will only be used for the purpose of processing your request. Your application must include an email or postal address to which the respondent can send notices under the *Freedom of Information Act 2016* (the Act). If all or some of this information is not collected, Transport Canberra and City Services may not be able to communicate with you, inhibiting their obligations under the Act. This could mean the request cannot be dealt with. Your personal information will not be disclosed to a third party without your consent unless statutory obligations require otherwise.

The Transport Canberra and City Services Privacy Policy contains information on how you can access or seek to correct any of your personal information that is held by the Transport Canberra and City Services, as well as the process for lodging a complaint about an alleged breach of the *Information Privacy Act 2014*. The Privacy Policy can be found at www.cityservices.act.gov.au.

Applicant details

I wish to make an access application to Transport Canberra and City Services under the *Freedom of Information Act 2016*.

| | |
|---|------------|
| Name | [REDACTED] |
| Address (where notices relating to this request can be sent – either postal or electronic) | [REDACTED] |
| Telephone (Business hours) | [REDACTED] |
| Telephone (Mobile) | |
| Email | [REDACTED] |

What documents are you requesting under the Act?

I write to request under the Freedom of Information Act 2016 (FOI Act) the following documents:

- All periodic inspection reports conducted on the Westfield Belconnen bus facility.
- Complaints received by the government in relation to the covered external seating.
- Correspondence between the ACT government and Westfield about any upgrades or planned upgrades to the covered external seating with the aim of making them more heat and rain resistant.
- The most up to date (and in force) version of the document titled “Public Transport Facility Management Agreement” between the ACT and Westfield Management Limited that governs the management of the Westfield Belconnen bus facility.

Fee waver

If you wish to apply for a fee waiver, the Act sets out a number of provisions to do so:

- The information being requested was previously publicly available but no longer is.
- The information being requested is of special benefit to the public (Ombudsman guidelines see Section 66).
- The applicant is a concession card holder and demonstrates a material connection with the information requested (concession cards include a current health care or pensioner card issued under the [Social Security Act 1991](#); a current pensioner concession card issued in relation to a pension under the [Veterans' Entitlements Act 1986](#) or [the Military Rehabilitation and Compensation Act 2004](#); a current gold card; or a card prescribed by regulation).
- The applicant is a not-for-profit organisation and the application relates to the activities or purposes of the organisation.
- The applicant is a member of the Legislative Assembly.

Transport Canberra and City Services must waive any fees for providing information if the information was not publicly available and the agency makes the information publicly available before or within 3 working days after giving it to the applicant.


To apply for a fee waver please complete the following.

I make this request pursuant to section 30 of the FOI Act.

As a member of the ACT Legislative Assembly, I note that any fees and charges associated with this request will be waived in pursuant to section 107 (2)(e) of the Act.

Should you require any further information or clarification about my request, please contact my office on

| | |
|---------------------|---|
| I would like | a copy of these documents sent to the above address |
|---------------------|---|

| Applicant's signature | Date of request |
|---|------------------|
|  | 06 February 2024 |



Dear [REDACTED]

Freedom of Information Request - Reference 24-014

I refer to your application for access to government information received by Transport Canberra and City Services (TCCS) on 7 February 2024. It is my understanding that you are seeking access to the following government information:

- a. *All periodic inspection reports conducted on the Westfield Belconnen bus facility.*
- b. *Complaints received by the government in relation to the covered external seating.*
- c. *Correspondence between the ACT government and Westfield about any upgrades or planned upgrades to the covered external seating with the aim of making them more heat and rain resistant.*
- d. *The most up to date (and in force) version of the document titled "Public Transport Facility Management Agreement" between the ACT and Westfield Management Limited that governs the management of the Westfield Belconnen bus facility."*

Timeframes

In accordance with section 40(2)(a) a decision is due on your application by 15 April 2024. As notified by our office, the timeframe to provide you with a decision was extended to allow for consultation with relevant third parties.

Authority

I am an Information Officer appointed by the Director-General under section 18 of the Act to deal with access applications made under Part 5 of the FOI Act.

Decision on access

In accordance with the FOI Act, a search of TCCS records has been completed and five records have been identified as relevant to your application.

Upon reviewing the information within these records and applying the public interest test under section 17 of the FOI Act, I have found it to be in the public interest to provide you with:

- Partial access to four records; and
- Full access to one record.

The reasons for my decision are detailed below in the statement of reasons. A list of documents relevant to your application are enclosed in the schedule at Attachment A. A copy of records disclosed in part are enclosed at Attachment B.

No records relating to parts a or c of your application were identified in these searches. I am confident that the searches undertaken exhausted reasonable steps and no relevant information is held by TCCS.

Statement of Reasons

In making my decision on disclosing the relevant government information, I must identify all relevant factors in schedule 1 and 2 of the FOI Act and determine, on balance, where the public interest lies. I have taken the following into account:

- The FOI Act; and
- The *Human Rights Act 2016*.

Schedule 1:

- No relevant sections identified.

Schedule 2:

Factors favouring disclosure (Schedule 2.1)

- Schedule 2.1(a)(i) - promote open discussion of public affairs and enhance the government's accountability.
- Schedule 2.1(a)(iv) - ensure effective oversight of expenditure of public funds;
- Schedule 2.1(a)(viii) - reveal the reason for a government decision and any background or contextual information that informed the decision.

Factors favouring non-disclosure (Schedule 2.2)

- Schedule 2.2(a)(ii) - prejudice the protection of an individual's right to privacy or any other right under the *Human Rights Act 2016*.

In reviewing the relevant record, I have identified third party personal information, such as names, contact details and signatures. I have considered that this information is not readily available to the public and has been provided to TCCS with the expectation that it is handled in accordance with territory privacy principles. I consider that the disclosure of this information is likely to prejudice the protection of an individual's right to privacy under the *Human Rights Act 2004*. I have attributed significant weight to this factor and find the disclosure of personal information to be, on balance, contrary to the public interest.

I have found that the factors favouring disclosure can be satisfied with the deletion of information which is contrary to the public interest. A copy of the relevant information is enclosed at [Attachment B](#).

Charges

In accordance with [Freedom of Information \(Fees\) Determination 2018](#), a fee of \$0.35 per page of information disclosed, except for the first 50 pages, may be applied to an access application. However, I have waived any relevant fees in accordance with section 107 of the FOI Act.

Online publishing – disclosure log

Under section 28 of the Act, TCCS maintains an online record of access applications called a disclosure log. In accordance with section 28, your application, my decision and the information disclosed to you will be published within 3 – 10 business days. Your personal information will be removed prior to publication. You may view the TCCS' disclosure log [here](#).

Ombudsman review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek an Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in TCCS' disclosure log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision, you may write to the Ombudsman at:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601
Via email: actfoi@ombudsman.gov.au

ACT Civil and Administrative Tribunal (ACAT) review

Under section 84 of the Act, if a decision is made under section 82 on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision.

Further information may be obtained from ACAT at:

ACT Civil and Administrative Tribunal
GPO Box 370
CANBERRA CITY ACT 2601
Telephone: (02) 6207 1740
www.acat.act.gov.au

If you have any queries concerning the directorate's processing of your request, or would like further information, please contact the TCCS FOI team on (02) 6207 2987 or email to tccs.foi@act.gov.au.

Yours sincerely



Lisa Johnson
Information Officer

15 April 2024

ATTACHMENT A - ACCESS APPLICATION SCHEDULE, FREEDOM OF INFORMATION

Reference Number: 24-014

Please be aware that under the *Freedom of Information Act 2016*, some of the information provided to you will be released to the public through the ACT Government's Open Access Scheme. The Open Access release status column of the table below indicates what documents are intended for release online through open access.

Personal information or business affairs information will not be made available under this policy. If you think the content of your request would contain such information, please inform the contact officer immediately.

Information about what is published on open access is available online at: https://www.cityservices.act.gov.au/about-us/freedom_of_information/disclosure-log

Factors favouring non-disclosure:

Schedule 2.2(a)(ii) - prejudice the protection of an individual's right to privacy or any other right under the *Human Rights Act 2016*.

| Reference number | Page number | Description | Date | Status | Reason for non-release or deferral | Open Access release status |
|------------------|-------------|--|------------------|----------------|------------------------------------|---|
| 1 | 1 | Public Transport Facility Management Agreement dated 30.06.2009 | 30 June 2009 | Partial access | Schedule 2.2(a)(ii) | Decision to be published on the TCCS Disclosure Log . |
| 2 | 48 | Variation & Assignment - Belconnen Public Transport Facility Management Agreement - 20 December 2010 | 20 December 2010 | Partial access | Schedule 2.2(a)(ii) | |
| 3 | 70 | Case_00088129 ~ Salesforce - Unlimited Edition | 24 June 2021 | Partial access | Schedule 2.2(a)(ii) | |
| 4 | 75 | Case_00088134 ~ Salesforce - Unlimited Edition | 24 June 2021 | Partial access | Schedule 2.2(a)(ii) | |
| 5 | 80 | Oracle reference 190202-00187_incident 8532259 | 4 February 2019 | Full access | Not applicable | |

Total number of documents: 5, 80 pages



Public Transport Facility Management Agreement

Dated 30 June 2009

Australian Capital Territory ("**Territory**")

Westfield Management Limited (ACN 001 670 579) and P.T. Limited
(ACN 004 454 666) ("**Manager**")

Mallesons Stephen Jaques

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NICTA Building
7 London Circuit
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Australia
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Public Transport Facility Management Agreement

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Public Transport Facility Management Agreement

Details

| Parties | The Territory and the Manager | |
|------------------------|--|---|
| Territory | Name | The Australian Capital Territory , a body politic established by section 7 of the <i>Australian Capital Territory (Self Government) Act 1988</i> (Cth) |
| | ABN | Not applicable |
| | Address | Department of Territory and Municipal Services GPO Box 158 Canberra ACT 2601 |
| | Fax | (02) 6207 6229 |
| | Attention | Chief Executive |
| Manager | Name | Westfield Management Limited |
| | ACN | 001 670 579 |
| | Incorporated in | Commonwealth of Australia |
| | Address | Level 24 Westfield Towers 100 William Street Sydney NSW 2011 |
| | Fax | (02) 9358 7077 |
| | Attention | Company Secretary |
| | Name | P.T. Limited |
| ACN | 004 454 666 | |
| Incorporated in | Commonwealth of Australia | |
| Address | Level 24 123 Pitt Street Sydney NSW 2000 | |
| Fax | (02) 8256 1413 | |
| Attention | Company Secretary | |
| Governing law | Australian Capital Territory | |

Date of this Agreement

See Signing page

Public Transport Facility Management Agreement

General terms

1 Interpretation

1.1 Definitions

Agreement Review Meeting has the meaning given to that term in clause 12.1 (“Requirement to review agreement”).

Authorisation means a consent, authorisation, registration, filing, lodgment, notification, agreement, certificate, commission, lease, licence, permit, approval or exemption from, by, or with a Government Authority.

Authorised Officer means a person appointed by a party, the Authority or the Territory to act as an authorised officer for the purpose of this agreement.

Authority means the Planning and Land Authority established under section 10 of the *Planning and Development Act 2007* (ACT).

Bus Facility includes the Bus Lounge, Bus Shelters, Platform and Bus ways.

Bus Lounge is the area as marked in the plan in Annexure A.

Bus Shelters are the areas so marked on the plan in Annexure A.

Bus ways are the areas so marked on the plan in Annexure A.

Business Day means a day on which banks are open for general banking business in the Australian Capital Territory (not being a Saturday, Sunday or public holiday in that place).

Centre means the improvements erected on the Existing Land and the land the subject of the Holding Lease or Consequent Lease from time to time or the land the subject of the Crown Lease as applicable.

Consequent Lease means the lease referred to in clause 3(b) of the Holding Lease.

Core Hours means

| | |
|-------------------------|-------------|
| Monday to Thursday | 7am to 7pm |
| Friday | 7am to 10pm |
| Saturday and Sunday | |
| and all public holidays | 7am to 7pm, |

or as may be adjusted, after consultation between the parties, consistent with, but at no time less than, the hours during which the Centre is open for through access by members of the public.

Costs includes costs, charges and expenses including those incurred in connection with advisers.

Crown Lease means any crown lease for land which includes the Land, following surrender of the Consequent Lease.

Existing Land means blocks 9, 10 and 20, section 52 in the division of Belconnen.

First Aid Plan means the first aid plan referred to in clause 7.14 (“Emergency and first aid plans”).

Government Authority means the Commonwealth, a State, or Territory, a government minister, a government department, a corporation agency or other authority constituted for a public purpose, a holder of an office for a public purpose, a local authority, a court, tribunal or board or any officer or agent of any of the above acting as such.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Holding Lease means the Crown Lease of the Land entered into at the same time as or immediately after, this agreement.

Input Tax Credit has the meaning it has in the GST Act.

Insurance Agent means the insurance agent or authority nominated by the Territory.

Land means the land held under the Holding Lease.

Law means:

- (a) the common law; and
- (b) the requirements of all legislation and other legislative instruments, as they are at present or as they may apply in the future.

Maintenance means regular and preventative actions, including:

- (a) inspection; and
- (b) detection and correction of:
 - (i) degradation in performance or function; and
 - (ii) incipient failures,either before they occur or before they develop into major defects,

which aim, as far as is reasonably practicable, to ensure that subject to fair wear and tear each component:

- (a) is retained in its original condition; and
- (b) performs or functions, and continues to perform or function, in accordance with its original specification,

so that the component reliably achieves, and reliably continues to achieve, its intended purpose, and “maintain” has a corresponding meaning.

Management Services means the Manager’s obligations set out in clause 7 (“Management Services”).

Operational Hours means the hours, as determined by the Territory and notified to the Manager from time to time, and may include times when the Centre is not open, but the Public Transport Facility, excluding the Bus Lounge, is required to be open for use by the public to enable the public to access and use the Territory public transport system and includes the Core Hours.

Planned Maintenance Schedule means the schedule prepared by the parties in accordance with clause 6 (“Planned Maintenance Schedule”).

Platforms are the areas marked on the plan in Annexure A.

Public Transport Facility means the public transport facility to be constructed by the Manager on the Land including any linkages on the Land for access from and egress to unleased Territory land and any supporting structures whether on the Land or on unleased Territory land as approved by the Territory and includes the Bus Facility.

Public Transport Facility Works means the design and construction of the Public Transport Facility and any other associated works as notified by the Authority.

Requirement means any requirement, notice, order, direction, or requisition under any legislation or by any Government Authority.

Term means the term of this agreement determined in accordance with clause 3 (“Term”).

Territory means:

- (a) when used in a geographical context, the Australian Capital Territory, and
- (b) when referred to in any other context, the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Plan means the document so named in effect under the *Planning and Development Act 2002* (ACT).

Traffic Management Plan means the plan prepared and reviewed from time to time in accordance with clause 11.2 (“Traffic Management Plan”).

1.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) a document (including this agreement) includes any variation or replacement of it; and

- (b) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement; and
- (c) 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 and a reference to a provisions in a statute, ordinance, code or other law includes the corresponding provision in any replacement statute, ordinance, code or other law; and
- (d) Law means 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); and
- (e) the singular includes the plural and vice versa; and
- (f) the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Authority; and
- (g) 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; and
- (h) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually; and
- (j) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually; and
- (k) a group of persons or things is a reference to any two or more of them jointly and to each of them individually; and
- (l) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia; and
- (m) 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; and
- (n) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (o) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Law, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia; and

- (p) 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; and
- (q) if an act under this agreement to be done by a party on or by a given day is done after 5:30pm on that day, it is taken to be done on the next day; and
- (r) if an event under this agreement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day; and
- (s) time is a reference to time in the Australian Capital Territory; and
- (t) anything (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 agreement.

2 Consideration

Each party acknowledges incurring obligations and giving rights under this agreement for valuable consideration received from the other party.

3 Term

This agreement will commence on the date of grant of the Consequent Lease and, subject to the terms and conditions of this agreement, will expire on the date of expiry of:

- (a) the Consequent Lease; or
- (b) if the Manager surrenders the Consequent Lease and is granted the Crown Lease, the Crown Lease.

4 Rights to use land below and air above the Public Transport Facility

4.1 General position in relation to use

Subject to the exception referred to below in clause 4.2 (“Exception”), nothing in this agreement is intended to restrict the Manager’s rights under the Consequent Lease or Crown Lease (as applicable) in relation to the Manager’s use of the land below or of the air above the Public Transport Facility.

4.2 Exception

The Manager must not exercise a right under the Consequent Lease or the Crown Lease (as applicable) in relation to its use of the land below or of the air above the Public Transport Facility if the exercise of that right will or is likely to constitute or lead to a material breach of the Manager's obligations under the PDA, this agreement, or the applicable lease.

5 Requirements of the Public Transport Facility

5.1 Seating, fittings, fixtures and space

The Manager must ensure that at the commencement date of this agreement, as determined in accordance with clause 3 ("Term"), the Bus Facility provides:

- (a) the following minimum seating for the public within the Bus Lounge, Bus Shelters and Platforms;
 - (i) covered external platform - Westbound - 50 seats;
 - (ii) covered external platform - Eastbound - 50 seats; and
 - (iii) the Bus Lounge with direct view of and direct access to the Platforms - 40 seats; and
 - (iv) the Bus Shelters - sufficient seating in each Bus Shelter as determined by the Territory acting reasonably for use by the public during the Operational Hours.
- (b) seating as required in clause 5.1(a)(iii) which is of the same type and standard as provided in the Centre having regard to its purpose;
- (c) seating as required in clause 5.1(a)(i), (ii) and (iv) which is of a type and standard which provides durability and public utility as determined by the Territory acting reasonably having regard to its purpose.
- (d) all remaining fittings in the Bus Facility, including but not limited to waste disposal bins, floor coverings and external seating, of the same type and standard as the remainder of the Centre having regard to its purpose;
- (e) Platforms and connections between the Centre and the Platforms with a minimum clear width of 4 metres, with seating, building columns and other installations to be included in space over and above minimum clear space; and
- (f) lighting and weather protection to standing room and circulation space to the satisfaction of the Territory,

unless the Territory has agreed in writing to waive or vary any of these requirements.

5.2 Access Services

The Manager must ensure that at the commencement date of this agreement, as determined in accordance with clause 3 (“Term”), and for the Term:

- (a) there are racks for 12 bicycles on level 3 of the Centre in a location reasonably acceptable to the Territory and within reasonable proximity to the Bus Facility;
- (b) there is a pick up and drop off area for at least 4 motor vehicles in a form and at a location which is in direct line of sight of the Bus Facility to the reasonable satisfaction of the Territory; and
- (c) there is a 4 car taxi stand in a form and at a location which is in direct line of sight of the Bus Facility to the reasonable satisfaction of the Territory,

unless the Territory has agreed in writing to waive or vary any of these requirements.

6 Planned Maintenance Schedule

The parties must develop a joint Planned Maintenance Schedule, outlining their respective repair, maintenance and upgrade obligations. The Planned Maintenance Schedule must be reviewed and updated every 3 years to reflect and provide for changing standards and requirements.

7 Management Services

7.1 Management Services

The Manager must at its cost perform the Management Services for the Term.

7.2 Standard of Management Services

Unless otherwise expressly stated in this agreement, the Manager must perform a Management Service:

- (a) if the Management Service is the same as or equivalent to an action undertaken by the Manager in relation to the Centre (**Equivalent Action**), to a standard as reasonably determined by the Territory but in any event to be at least equal to the standard that the Manager performs the Equivalent Action;
- (b) if the Management Service is not the same as or equivalent to an action undertaken by the Manager in relation to the Centre:
 - (i) in a competent, proper and where applicable workmanlike manner; and
 - (ii) exercising a reasonable standard of skill, diligence and care; and
 - (iii) to a standard reasonably required by the Territory; and

- (c) in any event in accordance with:
 - (i) any applicable Plan or the Planned Maintenance Schedule;
and
 - (ii) all Laws, Authorisations and Requirements.

7.3 Appointment of the Representatives

Each party must at all times during the Term ensure that it has appointed, and notified the other party of the identity of, an individual representative who is to be:

- (a) authorised by the party to receive and accept on its behalf any notices, directions, instructions or other communications given by the other party in connection with this agreement; and
- (b) reasonably acceptable to the other party.

7.4 Staffing

The Manager must at its cost engage and supervise all employees, contractors and agents necessary for the performance by the Manager of the Management Services.

7.5 Operation of the Public Transport Facility

The Manager must for the benefit of the Territory and the public:

- (a) ensure that the Bus Lounge is open for a minimum of the Core Hours;
- (b) ensure that the Public Transport Facility, excluding the Bus Lounge, is open, during the Operational Hours;
- (c) ensure that there is always pedestrian access to the Public Transport Facility internally through the Centre during the Core Hours; and
- (d) ensure that there is always pedestrian access externally to the Public Transport Facility during the Operational Hours.

7.6 Management services

The Manager must manage.

7.7 Security services

The Manager must:

- (a) during the Operational Hours provide security services including closed circuit television, to the reasonable satisfaction of the Territory in and around the Public Transport Facility:
 - (i) of the same types; and
 - (ii) to at least the same standard,

as the security services provided by the Manager to the Centre; and

- (b) within seven days of written request by the Territory provide to the Territory a copy of any security records, logs or reports, including any recording made by any electronic security system (including electronic surveillance cameras), and must use its best endeavours to do all things necessary to ensure that the Manager can comply with its obligations under this clause 7.7(b),

provided that the Manager will not be liable to the Territory in respect of any failure to attend rectify or stop any security incident where that incident was either:

- (c) not monitored; or
- (d) monitored only by electronic means.

7.8 Maintenance and repair services

The Manager must, in accordance with the Planned Maintenance Schedule:

- (a) maintain the Public Transport Facility, including the:
 - (i) electrical systems (excluding the real time bus timetable information system, which must be maintained by the Territory in accordance with clause 11.5);
 - (ii) air conditioning, ventilation and lighting;
 - (iii) hydraulics systems;
 - (iv) sewerage and silage systems;
 - (v) lift systems; and
 - (vi) public protection systems;as required; and
- (b) keep the Public Transport Facility in good repair and as required, promptly, in a timely manner and with minimum disruption to the operation of the Public Transport Facility repair (including if necessary by replacement):
 - (i) fixtures, flooring, the structure and other components of the Bus Platforms and Bus ways, subject to the Territory's obligations under this agreement; and
 - (ii) fixtures, flooring, plant, equipment, machinery, services, the structure of and other components of the Bus Lounge and Bus Shelters, that are damaged or have failed to, restore them to their operational condition; and
- (c) regularly inspect, maintain, service, clean and repair the Bus Lounge.

7.9 Upgrade services

The Manager must:

- (a) upgrade and replace to the same standard as provided in the Centre removable fixtures (including seating), fittings and structures in the Bus Lounge; and
- (b) upgrade and replace to the same standard as provided in the Centre, airconditioning, ventilation and lighting in the Bus Shelters;
- (c) upgrade and replace removable fixtures (including seating), fittings and structures to the standard which provides durability and public utility as determined by the Territory acting reasonably having regard to its purpose,

no less frequently than the earlier of:

- (i) the date a general upgrade applying to similar items in the Centre is undertaken; and
- (ii) once every 10 years from the date of this agreement, provided that in any event the Manager must upgrade and replace those items at the end of their useful life as reasonably determined by the Manager.

7.10 Cleaning and general upkeep services

The Manager must, subject to fair wear and tear and the Territory's obligations under this agreement, ensure that:

- (a) the Public Transport Facility is kept clean and tidy, including by attending to the regular and efficient removal from the public areas of the Public Transport Facility of all spoil and debris;
- (b) internal and external walls of the Public Transport Facility are kept well painted;
- (c) landscaping connected with the Public Transport Facility is maintained and well presented;
- (d) adequate lighting is provided and maintained in and around the Public Transport Facility;
- (e) pest control services are provided in relation to the Public Transport Facility; and
- (f) reasonable steps are taken, within a reasonable period of time, to remove, repair or replace any vandalism or graffiti of the Public Transport Facility,

in each case to a standard as reasonably determined by the Territory but in any event at least equal to the standard that the Manager would apply from time to time to the same matters in respect of the Centre.

7.11 Signage and user services

The Manager must:

- (a) ensure that:
 - (i) at various points within the Centre, signage exists to direct customers to the Bus Facility;
 - (ii) the signage is of the same standard as the signage throughout the remainder of the Centre; and
 - (iii) the Centre's general directory signage and general information brochures include reference to the Bus Facility and its location to the reasonable satisfaction of the Territory; and
- (b) provide the following services for users of the Public Transport Facility:
 - (i) a lost property service, consistent with the equivalent service in the Centre which may be combined with any existing lost property service within the Centre;
 - (ii) during Centre opening hours, a help desk service which may be combined with any existing help desk service within the Centre to advise users of the location of the Bus Facility and to provide bus timetables as provided by the Territory from time to time.

7.12 Handling of complaints

The Manager must deal promptly with complaints which relate to the Manager's obligations under this agreement lodged by users of the Public Transport Facility in relation to their use of it in accordance with the existing system for handling complaints within the Centre.

7.13 Waste disposal services

The Manager must provide waste disposal services for the Public Transport Facility.

7.14 Emergency and first aid plans

The Manager and the Territory must:

- (a) develop and maintain procedures for responding to disasters and emergencies for the Public Transport Facility and provide those plans and any updates to them to the Territory for its approval;
- (b) develop, implement and maintain a first aid plan; and
- (c) incorporate the Public Transport Facility into the plans for the Centre.

7.15 Building safety services

The Manager must:

- (a) maintain building safety systems, including by:
 - (i) preparing and updating building occupant safety directions;
 - (ii) providing emergency lighting; and
 - (iii) stocking and replenishing fire warden helmets and extinguishers; and
- (b) ensure that all relevant safety and fire legislation and regulations, applying from time to time in relation to the Public Transport Facility, are complied with.

7.16 Assimilation of Public Transport Facility into Centre operations

Within six months of the date of this agreement the Manager must use its best endeavours to ensure, and the Manager must continue to ensure, that the administration and operation of the Public Transport Facility is assimilated into the administration and operation of the Centre.

8 Maintenance and incident reporting

The Manager must:

- (a) in relation to any incident which:
 - (i) results in material damage to the Public Transport Facility; and
 - (ii) has a material impact upon the ability of the Public Transport Facility to operate for its intended purpose,

promptly report to the Territory the details of the incident and what rectification action the Manager has undertaken to resolve the incident;

- (b) keep a register which records each incident referred to in clause 8(a) where it relates to a breach of an obligation in this agreement by the Manager, including the detail of the incident, and promptly make that register available to the Territory for its review upon request;
- (c) comply with the reasonable requirements of the Territory in regard to any incident referred to in clause 8(a) where it relates to a breach of an obligation in this agreement by the Manager;
- (d) provide quarterly inspection maintenance and repair reports to the Territory within two weeks after the end of each quarter, detailing the maintenance and repair actions undertaken by the Manager in relation to the Public Transport Facility; and

- (e) comply with the requirements of the Territory in regard to any repair work required following any incident under this clause.

9 Easement

The parties acknowledge that the Territory has or will have easement rights with respect to the Bus ways to facilitate access and egress and other rights under this agreement. The easement is contained in the Consequent Lease or if the Manager surrenders the Consequent Lease and is granted the Crown Lease, the Crown Lease.

10 Access

10.1 General

The Manager must grant the Territory access:

- (a) during Operational Hours, to all areas of the Public Transport Facility, for any lawful purpose including to enjoy the Territory's rights or to perform the Territory's obligations under this agreement;
- (b) during or outside Operational Hours, to all areas of the Centre reasonably required for the Territory to exercise its rights and comply with its obligations under this clause 10.1 ("General"), and to all areas of the Public Transport Facility:
 - (i) at all reasonable times and upon the provision by the Territory of notice reasonable under the circumstances, for any lawful purpose including to enjoy the Territory's rights or to perform the Territory's obligations under this agreement, including to inspect the Public Transport Facility to assess the Manager's compliance with its obligations under this agreement;
 - (ii) at any time with notice reasonable under the circumstances, to:
 - (A) provide, when the technology is available, maintain, repair, replace and operate real time bus timetable information both in the Public Transport Facility and the Centre to the patrons of the Bus Facility in respect of bus arrivals, departures and also future timetable information; and
 - (B) install, repair and upgrade the equipment to provide the information referred to in clause 10.1(b)(ii)(A) to the standard required by the Territory from time to time having regard to the technology available to provide such information; and
 - (iii) at any time without notice:

- (A) for operational reasons associated with the proper functioning of the Public Transport Facility, including to remove Territory employees whose conduct is in the Territory's opinion unacceptable and to attend to the Territory's buses and other vehicles;
- (B) to perform actions required by the Territory's statutory responsibilities in circumstances where the proper performance of those actions does not, or does not under the circumstances, permit notice; and
- (C) to respond as required to any emergency,

provided that nothing in this clause 10.1 ("General") is intended to restrict in any way the proper performance by the Territory of any actions required to be performed by the Territory in accordance with the Territory's statutory responsibilities.

10.2 Public address system

The Territory may during the Operational Hours for any proper purpose as determined by the Territory use the public address system in the Public Transport Facility and the Manager must provide access to and assist the Territory for this purpose.

11 Territory obligations

11.1 Conformance with standards and codes of practice

Subject to the Managers obligations under this agreement, the Territory must ensure that the operation of the Public Transport Facility conforms with all relevant traffic and pedestrian standards and codes of practice and the Manager agrees to cooperate with the Territory, where applicable at the Manager's cost, in ensuring that the Public Transport Facility so complies.

11.2 Traffic Management Plan

The Territory must:

- (a) in consultation with the Manager, develop, maintain and implement a traffic management plan (**Traffic Management Plan**) for the Bus ways; and
- (b) update the Traffic Management Plan from time to time as reasonably required by the Territory, including to take account of the Territory's applicable traffic control system.

11.3 Bus way maintenance and repair

The Territory must:

- (a) regularly maintain the Bus ways, including by:
 - (i) cleaning the surface gutters and drains of the Bus ways; and

- (ii) painting or repainting road markings on the Bus ways;
- (b) promptly repair the Bus ways from time to time including to attend to minor and major repairs of the surface, gutters and drains of the Bus ways so as to rectify damage caused to them;
- (c) where necessary, upgrade or replace the Bus ways to ensure they comply with relevant standards from time to time; and
- (d) in particular, but without limiting the generality of clause 11.3(a), the Territory must repair, maintain and clean the Bus ways where the need for such repair, maintenance or cleaning arises from
 - (i) Territory employee acts or omissions, whether wilful, negligent or inadvertent;
 - (ii) buses with extreme emissions; and
 - (iii) pollutants or contaminants from Territory vehicles.

11.4 Signage

- (a) Subject to the obligations of the Manager in clause 7.11 (“Signage and User Services”), the Territory must at its cost erect and maintain signage required in, on, or in relation to (as applicable), the Bus ways, Bus Lounge, Bus Shelters and Platforms, including:
 - (i) identification and location signage;
 - (ii) general safety signage;
 - (iii) any signage that is required to be provided by Regulation; and
 - (iv) traffic control signage, including traffic lights, pedestrian lights, any other lights or signage and any associated infrastructure which is or is to be incorporated into the Territory’s traffic control system.
- (b) The Manager must allow the Territory access to the Bus Facility, the Centre, the Existing Land and the Land to install signage required by this clause.

11.5 Bus timetable information system

The Territory must, when the technology is available, provide, maintain, repair, replace and operate a real time bus timetable information system in the Public Transport Facility which provides the users of the Bus Facility information about bus arrivals, departures and future timetable information.

11.6 Principal status of Public Transport Facility

The Territory must retain the Public Transport Facility as the principal facility for its purpose within the Belconnen Town Centre unless otherwise agreed by the Manager.

11.7 Control of approach routes to Public Transport Facility

The Territory must by the reasonable use of its powers and laws, promote the orderly use by the public of the approach routes to the Public Transport Facility.

11.8 Upgrade

The Territory must, at its own cost, upgrade removable fixtures and removable structures on the Platforms, but excluding the Bus Shelters no less frequently than the earlier of:

- (a) once every 10 years; and
- (b) the end of their useful life as reasonably determined by the Territory,

provided that if requested by the Territory, the Manager agrees to undertake any such work as is required on the Territory's behalf at a cost to be paid by the Territory which is approved by the Territory prior to the commencement of those works.

12 Review of agreement

12.1 Requirement to review agreement

Unless otherwise agreed, the parties must meet (**Agreement Review Meeting**) on each 3rd anniversary of the commencement date of this agreement as determined in clause 3 ("Term") (**Agreement Review Dates**) to decide whether and how this agreement should be amended in accordance with this clause 12 ("Review of Agreement").

12.2 Review personnel

Prior to the date of this agreement and from time to time as necessary, each party must notify to the other in writing who will be responsible and authorised, on behalf of the applicable party, to consider amendments to this agreement and to attend agreement review meetings (**Nominated Representative**).

12.3 Agreement Change Proposals

- (a) At least one month prior to each Agreement Review Meeting each party, through its nominated representative, must send to the other party a list of issues and suggested changes to the agreement, if any, that it wants addressed at the Agreement Review Meeting (**Agreement Change Proposal**).
- (b) Each party must consider and respond in writing to the issues and suggested changes raised by the other party in an Agreement Change Proposal which is provided in accordance with this clause 12.3 ("Agreement Change Proposals") no later than one week prior to the Agreement Review Meeting.
- (c) Nothing in this clause 12.3 ("Agreement Change Proposals") excludes a party raising issues at or before the relevant Agreement

Review Meeting which are not addressed in its applicable Agreement Change Proposal, however where this occurs the other party will be under no obligation to provide a written response in relation to them.

12.4 Record of Agreement Review Meeting

The Manager must maintain an accurate record of each Agreement Review Meeting and of the discussion and decisions taken during each such meeting. The Manager must provide that record to the Territory for its review and agreement within one week after the date of the meeting. Decisions recorded will not of themselves as recorded be binding upon the parties.

12.5 Agreed Amendments

No amendment to this agreement is binding until the amendments have been put in writing and executed by all parties.

13 Assignment

13.1 Assignment by the Manager

If the Manager sells or assigns its interest in the Centre, the assignee must enter into a management agreement with the Territory on the same terms as this agreement as amended in accordance with clause 12.5 (“**Agreed Amendments**”).

14 Dispute Resolution

14.1 Notice of Dispute

If a difference or dispute (“**Dispute**”) arises in relation to this agreement either party may give written notice to the other that a Dispute exists and giving details of the Dispute. The parties agree that, following the issue of such a notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

14.2 Obligations of Manager to continue

The Manager agrees to continue to perform its obligations under this agreement if there is a Dispute.

14.3 Mediation

If the Dispute has not been resolved under clause 14.1 (“**Notice of Dispute**”) within 20 Business Days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of the Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will share the costs of the engagement of the mediator.

14.4 Appointment of an expert

If the procedures referred to in clause 14.3 (“Mediation”) have not resulted in settlement of the Dispute and have been terminated, the Territory and the Manager may jointly appoint an expert to determine the Dispute. If the Territory and the Manager have agreed to refer the Dispute for expert determination but cannot agree on the expert, the expert is to be appointed by the President of the Law Society of the Australian Capital Territory.

14.5 Decision by expert

If a Dispute is referred to an expert:

- (a) the expert acts as an expert and not as an arbitrator; and
- (b) the expert’s decision is final and binding; and
- (c) the expert must be instructed to:
 - (i) accept written submissions made by the Territory or the Manager; and
 - (ii) give a written decision setting out what was taken into account, what was disregarded and their respective weightings; and
 - (iii) make the decision promptly; and
- (d) the Territory and the Manager must each bear one half of the expert’s Costs.

14.6 Court relief

Nothing in this clause will prejudice the rights of either party to institute proceedings to enforce this agreement in respect of any Dispute.

14.7 Confidentiality of material

The parties agree to keep confidential, and not to disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:

- (a) views expressed or proposals or suggestions made by a party relating to a possible settlement of the Dispute; and
- (b) admissions or concessions made by a party in relation to the Dispute; and
- (c) information, documents or other material concerning the dispute which are disclosed by a party unless that information, documents or facts are have been otherwise discoverable in judicial or arbitral proceedings

during the procedures referred to in clause 14.3 (“Mediation”) and clause 14.5 (“Decisions by expert”)

15 Events of default

15.1 Manager Event of Default

Each of the following is a Manager Event of Default:

- (a) the Manager becomes Insolvent; or
- (b) the Manager ceases to carry on its business or a material part of it, or threatens to do so except to reconstruct or amalgamate while solvent on terms approved by the Territory; or
- (c) the Holding Lease, the Consequent Lease or the Crown Lease as applicable or a transaction in connection with them is or becomes (or is claimed to be) wholly or partly void, voidable or unenforceable or does not have (or is claimed not to have) the priority the Territory intended it to have (“claimed” in this paragraph means claimed by the Manager or anyone on behalf of it); or
- (d) a person is appointed under legislation to manage any part of the affairs of the Manager; or
- (e) an undertaking given to the Territory or their solicitors by the Manager is breached or not wholly performed within the period specified in the undertaking or, where no period is specified and the undertaking is not an ongoing undertaking, within 5 Business Days after the date of the undertaking; or
- (f) the Manager is in material breach of this agreement.

15.2 Territory Event of Default

A Territory Event of Default occurs if the Territory does not comply with an obligation under this agreement and the Territory does not remedy the non-compliance within 20 Business Days after the Manager gives the Territory a notice to remedy it.

16 Territory rights following Manager Event of Default

16.1 Rights of the Territory

If a Manager Event of Default occurs, and the Manager does not remedy the Manager Event of Default within 20 Business Days after the Territory gives the Manager a notice to remedy it, the Territory may enter the Public Transport Facility and do anything necessary to rectify the Manager’s Event of Default and the Manager must do all things necessary to assist the Territory to rectify the Manager Event of Default and the Manager must pay to the Territory on demand the Territory’s costs of rectifying the Manager’s Event of Default.

16.2 Other Rights

Nothing in this clause 16 (“Territory rights following Manager Event of Default”) prejudices any other rights or remedies of the parties in respect of any breach of this agreement.

17 Manager rights following Territory Event of Default

17.1 Rights of the Manager

If a Territory Event of Default occurs the Manager may rectify the breach and the Territory must pay to the Manager on demand the Manager’s costs of rectifying the Territory’s Event of Default.

17.2 Other Rights

Nothing in this clause 17 (“Manager rights following Territory Event of Default”) prejudices any other rights or remedies of the parties in respect of any breach of this agreement.

18 Insurance

18.1 Public liability insurance

Before commencement of this agreement as determined in accordance with clause 3 (“Term”), the Manager will (at its own cost) effect and maintain a public liability insurance policy noting the Territory as an interested party in respect of the Public Transport Facility which covers liabilities to third parties for loss of or damage to property and the death of, or injury to, any person for not less than \$20,000,000 (or such other amount reasonably nominated by the Territory) in respect of any one claim except to the extent:

- (a) that the Territory or its employees or agents have caused or contributed to the liability, loss or damage due to their negligent act or omission or default; or
- (b) the liability, loss or damage arises from a Territory owned bus, except to the extent caused or contributed to by the negligent act or omission, or the default, of the Manager or its employees or agents.

The Manager warrants that it will notify the insurer of its entitlement to an Input Tax Credit for premiums paid in respect of the insurance policy at or before the time it affects the policy.

18.2 Employees

Before the commencement of this agreement as determined in accordance with clause 3 (“Term”), the Manager will (at its own cost) effect and maintain workers’ compensation cover, as required by Law.

18.3 Insurances

The insurances:

- (a) must be with insurers having a rating in accordance with clause 5 of the *Financial Management (Public Liability Insurance) Determination 2007* or as otherwise approved in writing by the Territory; and
- (b) must not contain any material exclusion, endorsement or alteration which adversely affects the amount, scope or terms of cover as relevant to this agreement unless it is first approved in writing by the Insurance Agent; and
- (c) must be in the name of the Manager and note the interests of the Territory; and
- (d) as specified in clause 18.1 (“Public Liability Insurance”) must also extend cover to all employees, agents, consultants, contractors and subcontractors engaged in relation to the Public Transport Facility for their relevant rights, interests and liabilities in respect of third party property damage or third party bodily injury or death; and
- (e) must provide that an insurance cannot be cancelled before 20 Business Days after the insurer notifies the Territory of its intention to cancel the insurance.

For the avoidance of doubt, clause 18.3(d) does not oblige the Manager to insure so as to cover any obligation owed by the Territory to its employees under the *Safety, Rehabilitation and Compensation Act 1988 (C’th)*.

18.4 Periods of insurance

The Manager must maintain the insurances referred to in clause 18.1 (“Public Liability Insurance”) until the earlier of the termination of this agreement or the expiry of the Term and within 10 Business Days of request provide evidence that the insurance has been effected and maintained.

18.5 Insurance cancelled

The Territory must not do anything or allow anything to be done or fail to do anything which would allow the Manager’s insurer to cancel the insurance referred to in clause 18 (“Insurance”).

19 Indemnity and Release

19.1 Manager Indemnity

The Manager must indemnify the Territory against any liability or loss arising from, and any Costs incurred in connection with:

- (a) damage, loss, injury or death except to the extent caused or contributed to by:
 - (i) the negligent act or omission or default of the Territory or the Territory’s employees or agents; or

- (ii) a Territory owned bus except to the extent caused or contributed to by the negligent act or omission, or the default, of the Manager or its employees or agents;
- (b) the Territory acting in good faith on fax, electronic or telephone instructions purporting to originate from the offices of the Manager or to be given by an Authorised Officer of the Manager which are not authorised by the Manager; or
- (c) the Territory exercising or attempting to exercise a right or remedy in connection with this agreement after a Manager Event of Default; or
- (d) the Territory attempting to mitigate its loss if this agreement has been terminated because of a Manager Event of Default.

The Manager agrees to pay amounts due under this indemnity on demand from the Territory.

19.2 Territory Indemnity

The Territory must indemnify the Manager against any liability or loss arising from, and any Costs incurred in connection with:

- (a) damage, loss, injury or death caused or contributed to by:
 - (i) the negligent act or omission, or default, of the Territory or the Territory's employees or agents; or
 - (ii) a Territory owned bus except to the extent caused or contributed to by the negligent act or omission, or the default, of the Manager or its employees or agents; or
- (b) the Manager acting in good faith on fax, electronic or telephone instructions purporting to originate from the offices of the Territory or to be given by an Authorised Officer of the Territory which are not authorised by the Territory; or
- (c) the Manager exercising or attempting to exercise a right or remedy in connection with this agreement after a Territory Event of Default; or
- (d) the Manager attempting to mitigate its loss if this agreement has been terminated because of a Territory Event of Default.

The Territory agrees to pay amounts due under this indemnity on demand from the Manager.

19.3 Payment of third party losses

- (a) The Manager agrees to pay an amount equal to any liability or loss and any Costs of the kind referred to in clause 19.1 ("Manager Indemnity") suffered or incurred by any employee, officer, agent or contractor of the Territory.
- (b) The Territory agrees to pay an amount equal to any liability or loss and any Costs of the kind referred to in clause 19.2 ("Territory

Indemnity”) suffered or incurred by any employee, officer, agent or contract of the Manager.

19.4 Manager Release

The Manager releases the Territory from, and agrees that they are not liable for, liability or loss arising from, and Costs incurred in connection with:

- (a) damage, loss, injury or death except to the extent it is caused or contributed to by:
 - (i) the negligent act or omission, or default, of the Territory or the Territory’s employees or agents; or
 - (ii) a Territory owned bus except to the extent caused or contributed to by the negligent act or omission, or the default, of the Manager or its employees or agents; and
- (b) anything the Territory is permitted or required to do under the Holding Lease, Consequent Lease or Crown Lease as applicable.

19.5 Territory Release

The Territory releases the Manager from, and agrees that they are not liable for, liability or loss arising from, and Costs incurred in connection with:

- (a) damage, loss, injury or death caused or contributed to by:
 - (i) the negligent act or omission, or default, of the Territory or the Territory’s employees or agents; or
 - (ii) a Territory owned bus except to the extent caused or contributed to by the negligent act or omission, or the default, of the Manager or its employees or agents; and
- (b) anything the manager is permitted or required to do under the Holding Lease, Consequent Lease or Crown Lease as applicable.

19.6 Other rights

Nothing in this clause 19 (“Indemnity and Release”) or this agreement prejudices any other rights or remedies either party may have against the other in connection with any breach of the Holding Lease, Consequent Lease or Crown Lease as applicable, including a claim for damages for breach.

20 No Agency, Joint Venture, Partnership etc.

Nothing contained or implied in the Holding Lease, Consequent Lease, Crown Lease or this agreement constitutes a party the partner, agent, joint venturer, or legal representative of another party for that purpose or creates any partnership, agency, joint venture or trust, and no party has any authority to bind another party in any way.

21 Good Faith

Each party will act in good faith towards the other in relation to carrying out their obligations under this agreement and will provide all assistance reasonably required to facilitate the operation of the Public Transport Facility.

22 Assistance and co-operation

Without limiting the parties' obligations under the Holding Lease, Consequent Lease, Crown Lease or this agreement, each party will promptly do, or cause others to promptly do, everything reasonably required to finalise anything, and obtain any Approval necessary as promptly as reasonably practical and (in relation to any Approval or administrative decision) within any applicable statutory time frame, concerning the Public Transport Facility, and this agreement. In addition, the parties agree to act co-operatively and not unreasonably in respect to their respective obligations under this agreement.

23 Costs

Each party agrees to pay:

- (a) its own costs, including professional costs and disbursements, associated with the preparation and execution of this agreement; and
- (b) unless the context otherwise provides, the costs associated with the performance of its obligations under this agreement.

24 No undisclosed principals or undisclosed trusts

Except as expressly stated in writing in this agreement no person enters into this agreement as an agent for any other person or as trustee of any trust or on behalf or for the benefit of any other person.

25 Notices

25.1 Form

Unless expressly stated otherwise in this agreement, all notices, certificates, consents, approvals, directions, requests, waivers and other communications in connection with this agreement must be in writing, signed by an Authorised Officer of the sender and marked for attention as set out or referred to in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

25.2 Delivery

They must be:

- (a) left at the address set out or referred to in the Details; or

- (b) sent by prepaid post (airmail, if appropriate) to the address set out or referred to in the Details; or
- (c) sent by fax to the fax number set out or referred to in the Details; or
- (d) given in any other way permitted by Law.

However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.

25.3 When effective

They take effect from the time they are received unless a later time is specified in them.

25.4 Receipt - post

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

25.5 Receipt - fax

If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

26 Goods and services tax (GST)

26.1 Construction

In this clause 26:

- (a) words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (b) GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.

26.2 Consideration does not include GST

Unless expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.

26.3 Recovery of GST

If GST is payable under this agreement, the recipient will pay to the supplier any amount equal to the GST payable on the supply.

26.4 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

26.5 Adjustment Event

If an adjustment event arises in respect of a taxable supply made by a supplier under this agreement, the amount payable by the recipient under clause 26.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

26.6 Reimbursement

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

27 Interest

27.1 Interest on overdue amounts

Each party agrees to pay interest on any amount owing by it under this agreement which is not paid on the due date for payment. Interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days.

Each party agrees to pay interest under this clause 27.1 (“Interest on overdue amounts”) on demand from the party to whom the interest is payable.

27.2 Rate of interest

The rate of interest applying to each daily balance is the rate 4% per annum above the 60 day Bank Bill Swap Reference Rate (BBSW) last published on or before that day in The Australian Financial Review (or if no such rate has been published, another rate set by the person to whom interest is payable in good faith).

27.3 Compounding

Interest payable under clause 27.1 (“Interest on overdue amounts”) which is not paid when due for payment may be added to the overdue amount by the party to whom interest is payable at intervals which that party determines from time to time or, if no determination is made, every 30 days. Interest is payable on the increased overdue amount at the rate set out in clause 27.2 (“Rate of interest”).

28 Rescission

If this agreement is rescinded in accordance with its terms then unless the parties otherwise agree in writing:

- (a) subject to clause 28(b) the parties will be released from any further obligation under this agreement; and
- (b) the parties are not released from any prior breaches of this agreement.

29 Interdependent agreement

29.1 Termination of lease

If the Holding Lease or the Consequent Lease is terminated prior to the commencement date of this agreement as determined in accordance with clause 3 (“Term”) then this agreement is terminated.

29.2 Termination of the Consequent Lease or Crown Lease

If the Consequent Lease, or if the Manager has surrendered the Consequent Lease and has been granted the Crown Lease, the Crown Lease is terminated then this agreement is terminated.

30 Trustee clause - Westfield Sub Trust I

30.1 Interpretation

- (a) In relation to Westfield Management Limited all provisions of this agreement will have effect and be applied subject to this clause. For the purposes of this clause 30 (“Trustee clause - Westfield Sub Trust I”):
- (1) **Assets** includes all assets, property and rights real or personal of any nature whatsoever;
 - (2) **Constitution** means the constitution of the Trust dated 18 November 2003 as varied by amending deeds from time to time;
 - (3) **Obligations** means all obligations and liabilities of whatsoever kind undertaken or incurred by, or devolving upon the Trustee, under or in respect of this agreement or any deed, agreement or other instrument collateral herewith or given or entered into pursuant hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;
 - (5) **Trust** means the Westfield Sub Trust I constituted by or pursuant to the Constitution; and
 - (6) **Trustee** means Westfield Management Limited (ACN 001 670 579) or such other party as is the trustee (and includes the custodian or responsible entity for the time being of any managed investment scheme registered or to be registered pursuant to chapter 5C of the Corporations Act 2001) for the time being and from time to time duly appointed under or in respect of the Trust.

30.2 Trustee’s Capacity

The Trustee must carry out the Obligations.

30.3 Trustee's limitation of liability

- (a) The Trustee enters into this agreement only in its capacity as Trustee of the Trust and in no other capacity. A liability arising under or in connection with this agreement is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee is entitled to be indemnified for the liability. This limitation of liability applies despite any other provision of this agreement and extends to all Obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.
- (b) The parties other than the Trustee may not sue the Trustee in any capacity other than as Trustee of the Trust, including seeking the appointment of a receiver (except in relation to the property of the Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to the property of the Trust).
- (c) The Trustee is not obliged to do or refrain from doing anything under this agreement (including, without limitation, incur any liability) unless the Trustee's liability is limited in the same manner as set out in clauses 34.1(a) and (b).
- (d) The provisions of this clause shall not apply to any Obligation of the Trustee to the extent that it is not satisfied because there is a reduction in the extent of the Trustee's indemnification out of the Assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust or operation of law.

30.4 Trustee Warranties

The Trustee in its personal capacity and in its capacity as trustee of the Trust warrants to the Territory that:

- (a) as at the date of this agreement:
 - (i) the Trustee is the only trustee of the Trust;
 - (ii) the Trustee has the power to enter into this agreement and perform its obligations under this agreement in its capacity as trustee of the Trust;
 - (iii) the Trustee has all authorisations necessary to enter into this agreement, including without limitation, all authorisations under the Constitution;
 - (iv) this agreement has been duly executed by the Trustee and granted pursuant to and in proper and lawful exercise of the rights and powers of the Trustee under the Constitution and for the purpose of the Trust;

- (v) there is no limitation on the Trustee's right of indemnity against the assets of the Trust other than those limitations:
 - (A) contained in the Constitution;
 - (B) required by section 601GA of the Corporations Act, as that section stands at the date of this agreement; or
 - (C) which apply by operation of law; and
- (b) the Trustee has not agreed, nor will it agree, to any other limitations of the Trustee's right of indemnity against the assets of the Trust in respect of Obligations incurred by it under this agreement other than those limitations which arise by operation of law.

31 Trustee clause - Westfield Trust

31.1 Interpretation

In relation to P T Limited, all provisions of this deed will have effect and be applied subject to this clause. For the purpose of this clause 31 ("Trustee clause - Westfield Trust"):

- (1) **Obligations** means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Custodian or the Responsible Entity (as applicable) under or in respect of this agreement or any deed, agreement or other instrument collateral herewith or give or entered into pursuant to hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;
- (2) **Assets** includes all assets, property and rights real or personal of any nature whatsoever;
- (3) **Responsible Entity** means the responsible entity for the time being of the Trust, as the term "responsible entity" is defined in the Corporations Act, which at the date of this deed is Westfield Management Limited;
- (4) **Trust** means the Westfield Trust constituted by or pursuant to the Constitution;
- (5) **Constitution** means the constitution of the Trust dated 1 April 1982 between Westfield Management Limited and PT Limited as varied by amending deeds from time to time; and
- (6) **Custodian** means the custodian or sub-custodian for the time being appointed by the Responsible Entity or the Custodian (as the case may be) in relation to the Trust, which at the date of this agreement is P T Limited.

31.2 Custodian's capacity

The Custodian must carry out the Obligations to the extent that the same are capable of being carried out by it as Custodian and are not capable of being carried out by the Responsible Entity.

31.3 The Responsible Entity's capacity

The Responsible Entity must perform the Obligations with the exception of those Obligations referred to in clause 31.2 and must procure the Custodian to perform the Obligations referred to in clause 31.2.

31.4 The Custodian's limitation of liability

- (a) The Custodian enters into this agreement only in its capacity as Custodian and in no other capacity. A liability arising under or in connection with this agreement is limited to and can be enforced against the Custodian only to the extent to which the Custodian is entitled to be indemnified by the Responsible Entity. This limitation of the Custodian's liability applies despite any other provision of this agreement and extends to all Obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.
- (b) The Custodian is not obliged to do or refrain from doing anything under this agreement (including, without limitation, incur any liability) unless the Custodian's liability is limited in the same manner as set out in clause 31.4(a).
- (c) The provisions of this clause shall not apply to any Obligation of the Custodian to the extent that it is not satisfied because, under the terms of its appointment or by operation of law, there is a reduction in the extent of the Custodian's indemnification as a result of the Custodian's fraud, negligence, or breach of trust or by operation of law.

31.5 The Responsible Entity's limitation of liability

- (a) The Responsible Entity enters into this agreement only in its capacity as Responsible Entity of the Trust and in no other capacity. A liability arising under or in connection with this agreement is limited to and can be enforced against the Responsible Entity only to the extent to which it can be satisfied out of property of the Trust out of which the Responsible Entity is entitled to be indemnified for the liability. This limitation of liability applies despite any other provision of this agreement and extends to all Obligations of the Responsible Entity in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.
- (b) The parties other than the Responsible Entity may not sue the Responsible Entity in any capacity other than as Responsible Entity of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Responsible Entity or prove in any liquidation,

administration or arrangement of or affecting the Responsible Entity (except in relation to the property of the Trust).

- (c) The Responsible Entity is not obliged to do or refrain from doing anything under this agreement (including, without limitation, incur any liability) unless the Responsible Entity's liability is limited in the same manner as set out in clauses 31.5(a) and (b).
- (d) The provisions of this clause shall not apply to any Obligation of the Responsible Entity to the extent that it is not satisfied because, there is a reduction in the extent of the Responsible Entity's indemnification out of the Assets of the Trust, as a result of the Responsible Entity's fraud, negligence, breach of trust or by operation of law.

31.6 Responsible Entity Warranties

The Responsible Entity in its personal capacity and in its capacity as Responsible Entity of the Trust warrants that:

- (a) as at the date of this agreement:
 - (i) the Responsible Entity is the only responsible entity of the Trust;
 - (ii) the Responsible Entity has the power to enter into this agreement and perform its Obligations under this agreement in its capacity as responsible entity of the Trust;
 - (iii) the Responsible Entity has all authorisations necessary to enter into this agreement, including without limitation, all authorisations under the Constitution and the constitution of the Responsible Entity;
 - (iv) this agreement has been duly executed by the Responsible Entity and granted pursuant to and in proper and lawful exercise of the rights and powers of the Responsible Entity under the Constitution and for the purpose of the Trust;
 - (v) there is not limitation on the Responsible Entity's right of indemnity against the assets of the Trust other than those limitations:
 - (A) contained in the Constitution;
 - (B) required by section 601GA of the Corporations Act, as that section stands at the date of this agreement; or
 - (C) which apply by operation of law; and
- (b) the Responsible Entity has not agreed, nor will it agree, to any other limitations of the Responsible Entity's right of indemnity against the assets of the Trust in respect of Obligations incurred by it under this agreement other than those limitations which arise by operation of law.

32 General

32.1 Counterparts

This agreement may be executed in a number of counterparts and all such counterparts taken together will be deemed to constitute one and the same agreement.

32.2 Governing Law

This agreement will be governed by and construed in accordance with the laws of the Territory, and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

32.3 Approvals not to affect obligations

The giving of any approval or the making of any direction or appointment or the exercise of any authority or discretion or the exercise, giving or making of any other matter or thing of any nature by a party do not, except where this agreement expressly provide to the contrary, relieve the other party from its obligations under this agreement.

32.4 Non-merger

No terms of this agreement or any warranties or indemnities in this agreement nor any act, matter or thing done under or by virtue of or in connection with this agreement operates as a merger of any of the rights and remedies of the parties in or under this agreement, all of which continue in full force and effect until the respective rights and obligations of the parties under this agreement have been fully performed and satisfied.

32.5 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

32.6 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent under this agreement in any way it considers appropriate (including by imposing conditions), unless this agreement expressly state otherwise.

32.7 Partial exercising of rights

If a party does not exercise a right or remedy under this agreement fully or at a given time, the party may still exercise it later.

32.8 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

32.9 Prompt performance

If this agreement specifies when a party agrees to perform an obligation, the party agrees to perform it by the time specified. Each party agrees to perform all other obligations promptly.

32.10 Consents

Each party agrees to comply with all conditions in any consent the other party gives in connection with this agreement.

32.11 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval, unless this agreement expressly states otherwise.

32.12 Approvals and consents to be in writing

If a party may not do something without the approval or consent of another party, the party must obtain that consent or approval in writing before doing that thing.

32.13 Remedies cumulative

The rights and remedies provided under this agreement are in addition to other rights and remedies given by Law independently of this agreement.

32.14 Rights and obligations are unaffected

Rights given to the parties under this agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by Law.

32.15 Costs incurred by parties

The Costs incurred by a party doing anything which the other party should have done under this agreement, but which it has not done, or not done properly or on time, are recoverable from the other party as a debt due to the first mentioned party.

32.16 Variation and waiver

A provision of this agreement, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

32.17 Further steps

Each party agrees, at its own expense, to do anything the other party reasonably asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind the party and any other person intended to be bound under this agreement; and

- (b) to give effect to the intentions of the parties and the objectives of this agreement and the transactions contemplated by them including negotiating in good faith with respect to any matters requested by any of the parties to this agreement, and by the execution and delivery of documents and other instruments; and
- (c) to use its best endeavours to cause relevant third parties to do likewise to bind every party intended to be bound under this agreement.

32.18 Publicity

The Manager may not make press or other announcements or releases relating to this agreement and the transactions the subject of this agreement without the approval of the Territory as to the form and manner of the announcement or release unless and to the extent that the announcement or release is required to be made by the Manager by Law or by a stock exchange.

The Territory, the Authority, the Minister and the Executive may make press or other announcements or releases relating to this agreement and the transactions the subject of this agreement at any time without obtaining the approval of the Manager.

32.19 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

32.20 Inconsistent Law

To the extent permitted by Law, this agreement prevails to the extent that it is inconsistent with any Law.

32.21 Supervening legislation

Any present or future legislation which operates to vary the obligations of a party in connection this agreement with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Law.

32.22 Confidentiality obligations of the Manager

The Manager agrees not to disclose information provided by the Territory that is not publicly available (including the existence or contents of this agreement) except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under this agreement (including in connection with legal proceedings);
- (b) to officers, employees, legal and other advisers and auditors of the Manager or the Territory; or

- (c) to any party to this agreement or any Related Body Corporate of any party to this agreement, provided the recipient agrees to act consistently with this clause; or
- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or
- (e) as required by any Law or stock exchange.

32.23 Confidentiality obligations of the Territory

Each party consents to disclosures made in accordance with this clause.

- (a) In this clause, *confidential information* means any information provided by any other party that is not publicly available (including the existence or contents of this agreement).
- (b) In giving effect to the principles of open and accountable government, the Territory and its agencies may disclose documents and information unless it has otherwise agreed, or is otherwise required under Law, to keep the information confidential.
- (c) Except as provided in this agreement, the Territory must not disclose the confidential information to anyone without the prior written consent of the Manager (which consent will not be unreasonably withheld) except if the confidential information:
 - (i) is required or authorised to be disclosed under Law; or
 - (ii) is reasonably necessary for the enforcement of the criminal law; or
 - (iii) is disclosed to the officers, employees, legal and other advisors, auditors or insurers of the Territory or the Authority; or
 - (iv) is generally available to the public; or
 - (v) is in the possession of the Territory, without restriction in relation to disclosure before the date of receipt from the Manager; or
 - (vi) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
 - (vii) is disclosed to the ombudsman or for a purpose in relation to the protection of the public revenue.
- (d) The *Government Procurement Act 2001*, part 3 (Notifiable contracts) may apply to this agreement.
- (e) The following grounds mentioned in that Act, section 35(1) apply to this clause:

the disclosure of the confidential information would:

- (i) be an unreasonable disclosure of personal information about the parties; or
- (ii) disclose information (other than a trade secret) having a commercial value that would be, or could reasonably be expected to be, destroyed or diminished if the information were disclosed; or
- (iii) be an unreasonable disclosure of information about the business affairs of the parties.

32.24 Serving documents

Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address for service of notices under clause 25 ("Notices").

32.25 Conflict of interest

The rights and remedies of the Territory under or contemplated by this agreement may be exercised even if it involves a conflict of duty or they have a personal interest in their exercise.

32.26 Continuing breaches

The expiry or termination of this agreement does not affect the rights of the parties to this agreement for a breach of this agreement by the other party or parties before the expiry or termination.

32.27 Antecedent obligations

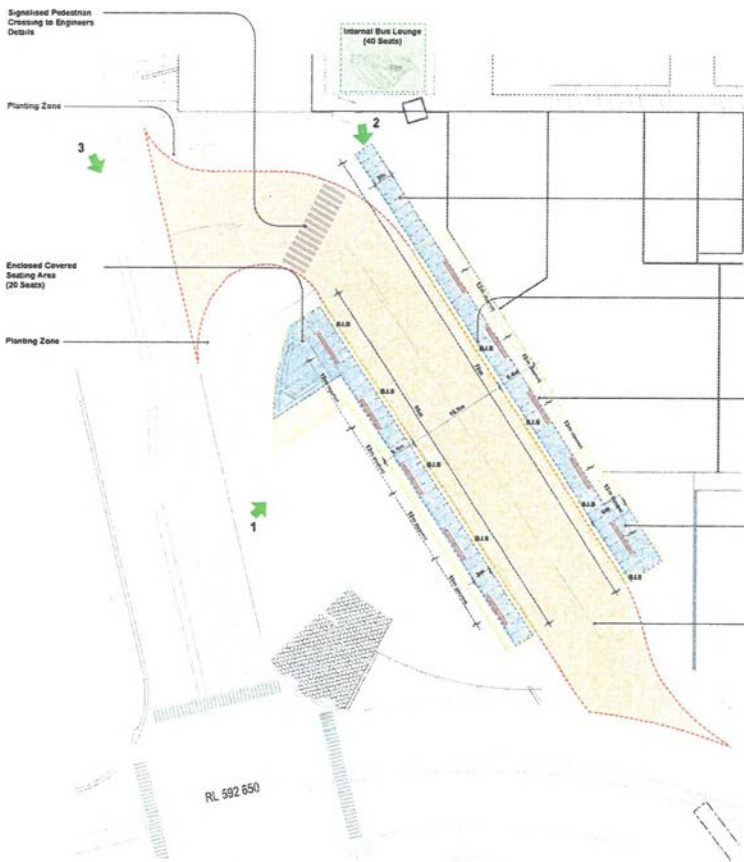
The expiry or termination of this agreement does not affect a party's obligations:

- (a) to make payments under this agreement in respect of periods before the expiry or termination of this agreement; or
- (b) to provide information to another party to enable it to calculate those payments.

EXECUTED as a deed

Public Transport Facility Management Agreement

Annexure A - Plan of Public Transport Facility



LOCATION PLAN



IMAGE 1 (CONCEPT)



IMAGE 2 (CONCEPT)



IMAGE 3 (CONCEPT)

| Seating Area Description | No. of Seats |
|---------------------------|--------------|
| Internal Bus Lounge | 40 |
| East Bound Platform | 50 |
| West Bound Platform | 50 |
| External Enclosed Shelter | 20 |

- Bus Ways (including Kiosk and Banners)
- Bus Lounge (seating)
- Bus Shelters
- Platforms

EOR INFORMATION ONLY
 Subject to Part 92(1)
 FOR PARTIAL USE ONLY
 FOR DEVELOPMENT PURPOSES

Public Transport Facility Management Agreement

Signing page

DATED: 30 June 2009

SIGNED SEALED AND)
DELIVERED by)

.....)
Signature of witness)

.....)
Name of witness)

SIGNED SEALED AND)
DELIVERED for and on behalf of)
WESTFIELD MANAGEMENT)
LIMITED ACN 001 670 579 by its)
duly appointed Attorney)

Name.....)

Under Power of Attorney dated)

Date 2 November 2007)

Who hereby states that he/she has no)
notice of revocation of the said Power)

.....)
Signature of witness)

.....)
Name of witness (block letters))



SIGNED SEALED AND)
DELIVERED for and on behalf of)
P.T. LIMITED ACN 004 454 666)
by its duly appointed Attorneys)

Name.....)

Senior Manager

Signature of Attorney

Name.....)

..... Team leader

Under Power of Attorney dated

Date..... 12/03/02.....

Who each hereby states that he/she
has no no vocation of the said
Power be

.....
Signature..... ss

.....
Name of witness (block letters)

RE1 Limited

ACN 145 743 862

(RE1)

Australian Capital Territory

(Territory)

Westfield Management Limited

ACN 001 670 579

(WML I)

PT Limited

ACN 004 454 666

(PT)

Westfield Management Limited

ACN 001 670 579

(WML)

**DEED OF VARIATION CONSENT AND
ASSIGNMENT**

WESTFIELD BELCONNEN

**Public Transport Facility Management
Agreement**

**DEED OF VARIATION CONSENT AND ASSIGNMENT (WESTFIELD BELCONNEN) - PUBLIC
TRANSPORT FACILITY MANAGEMENT AGREEMENT**

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DETAILS

Date

PARTIES

Name RE1 Limited (ACN 145 743 862)
as Responsible Entity of the Westfield Retail Trust 1
(RE1)

Notice details Level 24, 100 William Street Sydney, New South Wales 2000
Telephone 02 9358 7154
Facsimile 02 9358 7077
Attention General Counsel

Name Australian Capital Territory
(Territory)

Notice details Department of Territory and Municipal Services, GPO Box 158, Canberra,
Australian Capital Territory 2601
Telephone 13 22 81
Facsimile 02 6207 6229
Attention Chief Executive

Name **PT Limited** (ACN 004 454 666)
as Sub Custodian of the Westfield Trust
(PT)

Notice details c/- Level 24, 100 William Street, Sydney, New South Wales, 2011

Telephone 02 9358 7154

Facsimile 02 9358 7077

Attention General Counsel

Name **Westfield Management Limited** (ACN 001 670 579)
as Responsible Entity of the Westfield Trust
(WML)

Notice details Level 24, 100 William Street, Sydney, New South Wales, 2011

Telephone 02 9358 7154

Facsimile 02 9358 7077

Attention General Counsel

Name **Westfield Management Limited** (ACN 001 670 579)
as Trustee of the Westfield Sub Trust I
(WML I)

Notice details Level 24, 100 William Street, Sydney, New South Wales, 2011

Telephone 02 9358 7154

Facsimile 02 9358 7077

Attention General Counsel

RECITALS

- A. WML I and PT are the Crown lessees, as tenants in common, of Blocks 7, 28 and 29 Section 52 Division of Belconnen which, together with adjoining Blocks, comprise the land upon which the improvements in the form of a shopping centre and associated structures known as "Westfield Belconnen" are situated.
- B. WML I, WML and PT (in their respective capacities, as "Manager") and the Territory are parties to the Management Agreement.
- C. Clause 13 of the Management Agreement provides:
- "Assignment by Manager*
- If the Manager sells or assigns its interest in the Centre, the assignee must enter into a management agreement with the Territory on the same terms as this agreement as amended in accordance with clause 12.5".*
- D. PT and WML wish to transfer their right title and interest in Westfield Belconnen and interest in the Management Agreement to RE1.
- E. Clause 12.5 of the Management Agreement provides:-
- "No amendment to this agreement is binding until the amendments have been put in writing and executed by all parties".*
- F. The Manager and the Territory wish to vary the Management Agreement in accordance with clause 12.5 of the Management Agreement.
- G. The Territory agrees to consent to the variation and assignment of the Management Agreement to RE1 in accordance with the provisions of this Deed.

AGREED TERMS

1. DEFINED TERMS AND INTERPRETATION

1.1 Defined terms

In this Deed, the following definitions apply unless the context otherwise require:

Deed means this Deed of Consent and Assignment (Westfield Belconnen) - Public Transport Facility Management Agreement.

Effective Date means the date of completion of the transfer of PT's legal interest in the Westfield Belconnen Blocks to RE1.

Management Agreement means the Public Transport Facility Management Agreement dated 30 June 2009 between the Territory and the Manager.

Manager means WML I, WML and PT in their respective capacities.

Liabilities means all actual or threatened costs, expenses, losses, demands, claims, judgments, actions or proceedings.

PT Covenants means each covenant, agreement and obligation on the part of PT to be complied with, observed and performed by PT under the Management Agreement and which arise after the Effective Date.

Westfield Belconnen Blocks means Blocks 7, 28 and 29, Section 52 Division of Belconnen in the Australian Capital Territory.

WML Covenants means each covenant, agreement and obligation on the part of WML to be complied with, observed and performed by WML under the Management Agreement and which arise after the Effective Date.

1.2 Interpretation

In this Deed, headings and underlinings are for convenience only and do not affect the interpretation of this Deed and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this Deed and a reference to this Deed includes any annexure, exhibit and schedule;
- (e) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (f) a reference to a party to a document includes that party's successors and permitted assigns;

(g) a covenant or agreement on the part of two or more persons binds them severally.

2. VARIATION ASSIGNMENT AND CONSENT TO ASSIGNMENT

2.1 Variation

The Manager and the Territory agree that subject to clause 2.3 of this Deed, the Management Agreement is varied as follows:

(a) Clause 13 is deleted and replaced with the following clause:

"If the Manager sells or assigns all or part of its interest in the Centre, the assignee must enter into a deed of covenant with the Territory pursuant to which the assignee agrees to observe, perform and be bound by the terms and conditions of the Management Agreement".

(b) Clause 30.3(c) is amended by deleting "34.1(a) and (b)" and inserting "30.3(a) and (b); and

(c) Clause 31 is deleted and replaced with the following clause:

31. Trustee clause - Westfield Retail Trust I

31.1 Interpretation

(a) *In relation to RE1 all provisions of this agreement will have effect and be applied subject to this clause. For the purposes of this clause 31 ("Trustee clause - Westfield Retail Trust I"):*

(1) **Assets** *includes all assets, property and rights real or personal of any nature whatsoever;*

(2) **Constitution** *means the constitution of the Trust dated 28 November 2001 as varied by amending deeds from time to time;*

(3) **Obligations** *means all obligations and liabilities of whatsoever kind undertaken or incurred by, or devolving upon the Responsible Entity, under or in respect of this agreement or any deed, agreement or other instrument collateral herewith or given or entered into pursuant hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;*

(5) **Responsible Entity** *means RE1 or such other party as is the responsible entity (and includes the custodian or responsible entity for the time being of any managed investment scheme*

registered or to be registered pursuant to chapter 5C of the Corporations Act 2001) for the time being and from time to time duly appointed under or in respect of the Trust; and

- (6) **Trust** means the Westfield Retail Trust I constituted by or pursuant to the Constitution.

31.2 Responsible Entity's Capacity

The Responsible Entity must carry out the Obligations.

31.3 Responsible Entity's limitation of liability

- (a) *The Responsible Entity enters into this agreement only in its capacity as Responsible Entity of the Trust and in no other capacity. A liability arising under or in connection with this agreement is limited to and can be enforced against the Responsible Entity only to the extent to which it can be satisfied out of property of the Trust out of which the Responsible Entity is entitled to be indemnified for the liability. This limitation of liability applies despite any other provision of this agreement and extends to all Obligations of the Responsible Entity in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.*
- (b) *The parties other than the Responsible Entity may not sue the Responsible Entity in any capacity other than as Responsible Entity of the Trust, including seeking the appointment of a receiver (except in relation to the property of the Trust), a liquidator, an administrator or any similar person to the Responsible Entity or prove in any liquidation, administration or arrangement of or affecting the Responsible Entity (except in relation to the property of the Trust).*
- (c) *The Responsible Entity is not obliged to do or refrain from doing anything under this agreement (including, without limitation, incur any liability) unless the Responsible Entity's liability is limited in the same manner as set out in clause 31.3(a) and (b).*
- (d) *The provisions of this clause shall not apply to any Obligation of the Responsible Entity to the extent that it is not satisfied because there is a reduction in the extent of the Responsible Entity's indemnification out of the Assets of the Trust, as a result of the Responsible Entity's fraud, negligence or breach of trust or operation of law.*

31.4 Responsible Entity Warranties

The Responsible Entity in its personal capacity and in its capacity as responsible entity of the Trust warrants to the Territory that:

- (a) as at the date of RE1 becoming a party to this agreement:
 - (i) the Responsible Entity is the only trustee of the Trust;*
 - (ii) the Responsible Entity has the power to enter into this agreement and perform its obligations under this agreement in its capacity as trustee of the Trust;*
 - (iii) the Responsible Entity has all authorisations necessary to enter into this agreement, including without limitation, all authorisations under the Constitution;*
 - (iv) there is no limitation on the Responsible Entity's right of indemnity against the assets of the Trust other than those limitations:
 - (A) contained in the Constitution;*
 - (B) required by section 601GA of the Corporations Act, as that section stands at the date of this agreement; or*
 - (C) which apply by operation of law; and***
- (b) the Responsible Entity has not agreed, nor will it agree, to any other limitations of the Responsible Entity's right of indemnity against the assets of the Trust in respect of Obligations incurred by it under this agreement other than those limitations which arise by operation of law.*

2.2 Confirmation of Other Covenants

The provisions of the Management Agreement are confirmed in all other respects.

2.3 Date this Deed comes into effect

The provisions of this Deed come into effect on and from the Effective Date and not before.

2.4 Assignment

- (a) PT assigns to RE1 its estate, right, title and interest in the Management Agreement on and from the Effective Date.
- (b) WML assigns to RE1 its estate, right, title and interest in the Management Agreement on and from the Effective Date.
- (c) PT must give the Territory written notice of the date of completion of the transfer of PT's interest in the Westfield Belconnen Blocks to RE1 within 28 days after that date.
- (d) If the Effective Date does not occur before 30 June 2011 this Deed does not come into effect.

2.5 The Territory's Consent

The Territory acknowledges the transfer referred to in **Recital D** and consents to the assignments referred to in clauses 2.4(a) and (b).

3. COVENANTS

3.1 RE1 Covenants

- (a) RE1 agrees with the Territory that after the Effective Date, RE1 shall observe and perform:
 - (i) each of the PT Covenants; and
 - (ii) each of the WML Covenants.
- (b) It is the intent of clause 3.1(a) that:
 - (i) each of the PT Covenants,
 - (ii) each of the WML Covenants;
 - (iii) each other provision contained in the Management Agreement which arises or is exercisable after the Effective Date, and
 - (iv) each power granted to and implied in favour of the Territory in the Management Agreement which arises or is exercisable after the Effective Date,

is binding on RE1 as if RE1 were a party to the Management Agreement and expressly named in the Management Agreement in place of PT and WML.
- (c) Nothing in this clause:
 - (i) releases PT from liability; or
 - (ii) releases WML from liability; or
 - (ii) renders RE1 liable,

for the acts or omissions of the Manager under the Management Agreement occurring at any time on or before the Effective Date.

3.2 Territory & WML 1 Covenants

The Territory and WML 1 agree with RE1 that, as and from the Effective Date, the Territory and WML 1 shall be bound by the Management Agreement and shall observe and perform all covenants on the part of the Territory and WML 1 under the Management Agreement as if RE1 were a party to the Management Agreement and expressly named in the Management Agreement in place of PT and WML.

4. ACKNOWLEDGEMENT

4.1 The Territory's Statutory Powers Not Affected

Nothing in this Deed in any way restricts or otherwise affects the exercise by the Territory of its statutory powers as a body politic established by section 7 of the *Australian Capital Territory (Self Government) Act 1988 (Cth)*.

5. GENERAL

5.1 Governing Law

The rights, duties and obligations of the parties will be governed by the laws of the Australian Capital Territory and each of the parties expressly submits to the jurisdiction of the courts of the Australian Capital Territory.

5.2 Stamp Duty and Costs

- (a) RE1 shall pay all stamp duties which are payable in connection with this Deed.
- (b) PT and RE1 will jointly pay the Territory's reasonable costs of and incidental to the Territory's entry into this Deed, and otherwise each party shall be responsible for payment of that party's own legal costs.

5.3 Notices

Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Deed:

- (a) must be in writing addressed as shown at the commencement of this Deed or to any other address specified by any party to the sender by written notice;
- (b) must be signed by the sender or its solicitors or if a company by an officer of the company or under the common seal of the company or signed by its solicitors;
- (c) is deemed to be given by the sender and received by the addressee:
 - (i) if given by delivery in person, when delivered to the addressee;
 - (ii) if sent by registered post and if posted from an address within Australia to an address within Australia, on the third Business Day from and including the date

of posting, but if posted by registered post from outside Australia, or posted to an address outside Australia, then on the sixth Business Day from and including the date of posting; or

- (iii) if sent by facsimile transmission, on production of a transmission report by the facsimile machine by which the facsimile message was transmitted which indicates that the facsimile message was transmitted in its entirety to the facsimile number of the recipient;

but if the delivery, receipt or transmission is, or is deemed to be by paragraph (ii) or (iii), on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is deemed to be given on the next succeeding Business Day;

- (d) can be relied upon by the addressee, and the addressee is not liable to any other person for any consequence of that reliance, if the addressee reasonably believes it to be genuine, correct and authorised by the sender.

5.4 Counterparts

This Deed may consist of any number of counterparts and, if so, the counterparts taken together constitute one and the same instrument.

6. LIMITATION OF LIABILITY – WESTFIELD SUB TRUST I – WML I

6.1 Interpretation

In relation to WML1 all provisions of this Deed will have effect and be applied subject to this clause. For the purposes of this clause 6:

- (a) **Assets** includes all assets, property and rights real or personal of any nature whatsoever;
- (b) **Constitution** means the constitution of the Trust dated 18 November 2003 as varied by amending deeds from time to time;
- (c) **Obligations** means all obligations and liabilities of whatsoever kind undertaken or incurred by, or devolving upon the Trustee, under or in respect of this Deed or any deed, agreement or other instrument collateral herewith or given or entered into pursuant hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;
- (d) **Trustee** means WML 1 or such other party as is the Trustee (and includes the custodian or Trustee for the time being of any managed investment scheme registered or to be registered pursuant to chapter 5C of the Corporations Act 2001) for the time being and from time to time duly appointed under or in respect of the Trust; and
- (e) **Trust** means the Westfield Sub Trust I constituted by or pursuant to the Constitution.

6.2 Trustee's Capacity

The Trustee must carry out the Obligations.

6.3 Trustee's limitation of liability

- (a) The Trustee enters into this Deed only in its capacity as Trustee of the Trust and in no other capacity. A liability arising under or in connection with this Deed is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee is entitled to be indemnified for the liability. This limitation of liability applies despite any other provision of this Deed and extends to all Obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed.
- (b) The parties other than the Trustee may not sue the Trustee in any capacity other than as Trustee of the Trust, including seeking the appointment of a receiver (except in relation to the property of the Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to the property of the Trust).
- (c) The Trustee is not obliged to do or refrain from doing anything under this Deed (including, without limitation, incur any liability) unless the Trustee's liability is limited in the same manner as set out in clauses 6.3(a) and (b).
- (d) The provisions of this clause shall not apply to any Obligation of the Trustee to the extent that it is not satisfied because there is a reduction in the extent of the Trustee's indemnification out of the Assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust or operation of law.

6.4 Trustee Warranties

The Trustee in its personal capacity and in its capacity as Trustee of the Trust warrants to the Territory that:

- (a) as at the date of this Deed:
 - (i) the Trustee is the only trustee of the Trust;
 - (ii) the Trustee has the power to enter into this Deed and perform its obligations under this Deed in its capacity as trustee of the Trust;
 - (iii) the Trustee has all authorisations necessary to enter into this Deed, including without limitation, all authorisations under the Constitution;

- (iv) this Deed has been duly executed by the Trustee and granted pursuant to and in proper and lawful exercise of the rights and powers of the Trustee under the Constitution and for the purpose of the Trust;
- (v) there is no limitation on the Trustee's right of indemnity against the assets of the Trust other than those limitations:
 - (A) contained in the Constitution;
 - (B) required by section 601GA of the Corporations Act, as that section stands at the date of this Deed; or
 - (C) which apply by operation of law; and
- (b) the Trustee has not agreed, nor will it agree, to any other limitations of the Trustee's right of indemnity against the assets of the Trust in respect of Obligations incurred by it under this Deed other than those limitations which arise by operation of law.

7. LIMITATION OF LIABILITY – WESTFIELD RETAIL TRUST I – RE1

7.1 Interpretation

In relation to RE1 all provisions of this Deed will have effect and be applied subject to this clause. For the purposes of this clause 7:

- (a) **Assets** includes all assets, property and rights real or personal of any nature whatsoever;
- (b) **Constitution** means the constitution of the Trust dated 28 November 2001 as varied by amending deeds from time to time;
- (c) **Obligations** means all obligations and liabilities of whatsoever kind undertaken or incurred by, or devolving upon the Responsible Entity, under or in respect of this Deed or any deed, agreement or other instrument collateral herewith or given or entered into pursuant hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;
- (d) **Responsible Entity** means RE 1 or such other party as is the Responsible Entity (and includes the custodian or Responsible Entity for the time being of any managed investment scheme registered or to be registered pursuant to chapter 5C of the Corporations Act 2001) for the time being and from time to time duly appointed under or in respect of the Trust; and
- (e) **Trust** means the Westfield Retail Trust I constituted by or pursuant to the Constitution.

7.2 Responsible Entity's Capacity

The Responsible Entity must carry out the Obligations.

7.3 Responsible Entity's limitation of liability

- (a) The Responsible Entity enters into this Deed only in its capacity as Responsible Entity of the Trust and in no other capacity. A liability arising under or in connection with this Deed is limited to and can be enforced against the Responsible Entity only to the extent to which it can be satisfied out of property of the Trust out of which the Responsible Entity is entitled to be indemnified for the liability. This limitation of liability applies despite any other provision of this Deed and extends to all Obligations of the Responsible Entity in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed.
- (b) The parties other than the Responsible Entity may not sue the Responsible Entity in any capacity other than as Responsible Entity of the Trust, including seeking the appointment of a receiver (except in relation to the property of the Trust), a liquidator, an administrator or any similar person to the Responsible Entity or prove in any liquidation, administration or arrangement of or affecting the Responsible Entity (except in relation to the property of the Trust).
- (c) The Responsible Entity is not obliged to do or refrain from doing anything under this Deed (including, without limitation, incur any liability) unless the Responsible Entity's liability is limited in the same manner as set out in clauses 7.3(a) and (b).
- (d) The Responsible Entity is not obliged to do or refrain from doing anything under this Deed (including, without limitation, incur any liability) unless the Responsible Entity's liability is limited in the same manner as set out in clauses 7.3(a) and (b).

7.4 Responsible Entity Warranties

The Responsible Entity in its personal capacity and in its capacity as Responsible Entity of the Trust warrants to the Territory that:

- (a) as at the date of this Deed:
 - (i) the Responsible Entity is the only Responsible Entity of the Trust;
 - (ii) the Responsible Entity has the power to enter into this Deed and perform its obligations under this Deed in its capacity as Responsible Entity of the Trust;
 - (iii) the Responsible Entity has all authorisations necessary to enter into this Deed, including without limitation, all authorisations under the Constitution;

- (iv) this Deed has been duly executed by the Responsible Entity and granted pursuant to and in proper and lawful exercise of the rights and powers of the Responsible Entity under the Constitution and for the purpose of the Trust;
- (v) there is no limitation on the Responsible Entity's right of indemnity against the assets of the Trust other than those limitations:
 - (A) contained in the Constitution;
 - (B) required by section 601GA of the Corporations Act, as that section stands at the date of this Deed; or
 - (C) which apply by operation of law; and
- (b) the Responsible Entity has not agreed, nor will it agree, to any other limitations of the Responsible Entity's right of indemnity against the assets of the Trust in respect of Obligations incurred by it under this Deed other than those limitations which arise by operation of law.

8. LIMITATION OF LIABILITY – WESTFIELD TRUST – PT AND WML

8.1 Interpretation

In relation to PT and WML, all provisions of this Deed will have effect and be applied subject to this clause. For the purpose of this clause 8:

- (a) **Assets** includes all assets, property and rights real or personal of any nature whatsoever;
- (b) **Constitution** means the constitution of the Trust dated 1 April 1982 between Westfield Management Limited and PT Limited as varied by amending deeds from time to time;
- (c) **Custodian** means the custodian or sub-custodian for the time being appointed by the Responsible Entity or the Custodian (as the case may be) in relation to the Trust, which at the date of this Deed is PT;
- (d) **Obligations** means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Custodian or the Responsible Entity (as applicable) under or in respect of this Deed or any deed, agreement or other instrument collateral herewith or give or entered into pursuant to hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;

- (e) **Responsible Entity** means the responsible entity for the time being of the Trust, as the term “responsible entity” is defined in the Corporations Act, which at the date of this deed is WML; and
- (f) **Trust** means the Westfield Trust constituted by or pursuant to the Constitution.

8.2 Custodian’s capacity

The Custodian must carry out the Obligations to the extent that the same are capable of being carried out by it as Custodian and are not capable of being carried out by the Responsible Entity.

8.3 The Responsible Entity’s capacity

The Responsible Entity must perform the Obligations with the exception of those Obligations referred to in clause 8.2 and must procure the Custodian to perform the Obligations referred to in clause 8.2.

8.4 The Custodian’s limitation of liability

- (a) The Custodian enters into this Deed only in its capacity as Custodian and in no other capacity. A liability arising under or in connection with this Deed is limited to and can be enforced against the Custodian only to the extent to which the Custodian is entitled to be indemnified by the Responsible Entity. This limitation of the Custodian’s liability applies despite any other provision of this Deed and extends to all Obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, Deed or transaction related to this Deed.
- (b) The Custodian is not obliged to do or refrain from doing anything under this Deed (including, without limitation, incur any liability) unless the Custodian’s liability is limited in the same manner as set out in clause 8.4(a).
- (c) The provisions of this clause shall not apply to any Obligation of the Custodian to the extent that it is not satisfied because, under the terms of its appointment or by operation of law, there is a reduction in the extent of the Custodian’s indemnification as a result of the Custodian’s fraud, negligence, or breach of trust or by operation of law.

8.5 The Responsible Entity’s limitation of liability

- (a) The Responsible Entity enters into this Deed only in its capacity as Responsible Entity of the Trust and in no other capacity. A liability arising under or in connection with this Deed is limited to and can be enforced against the Responsible Entity only to the extent to which it can be satisfied out of property of the Trust out of which the Responsible Entity is entitled to be indemnified for the liability. This limitation of

liability applies despite any other provision of this Deed and extends to all Obligations of the Responsible Entity in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed.

- (b) The parties other than the Responsible Entity may not sue the Responsible Entity in any capacity other than as Responsible Entity of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Responsible Entity or prove in any liquidation, administration or arrangement of or affecting the Responsible Entity (except in relation to the property of the Trust).
- (c) The Responsible Entity is not obliged to do or refrain from doing anything under this Deed (including, without limitation, incur any liability) unless the Responsible Entity's liability is limited in the same manner as set out in clauses 8.5(a) and (b).
- (d) The provisions of this clause shall not apply to any Obligation of the Responsible Entity to the extent that it is not satisfied because, there is a reduction in the extent of the Responsible Entity's indemnification out of the Assets of the Trust, as a result of the Responsible Entity's fraud, negligence, breach of trust or by operation of law.

8.6 Responsible Entity Warranties

The Responsible Entity in its personal capacity and in its capacity as Responsible Entity of the Trust warrants that:

- (a) as at the date of this Deed:
 - (i) the Responsible Entity is the only responsible entity of the Trust;
 - (ii) the Responsible Entity has the power to enter into this Deed and perform its Obligations under this Deed in its capacity as responsible entity of the Trust;
 - (iii) the Responsible Entity has all authorisations necessary to enter into this Deed, including without limitation, all authorisations under the Constitution and the constitution of the Responsible Entity;
 - (iv) this Deed has been duly executed by the Responsible Entity and granted pursuant to and in proper and lawful exercise of the rights and powers of the Responsible Entity under the Constitution and for the purpose of the Trust;
 - (v) there is not limitation on the Responsible Entity's right of indemnity against the assets of the Trust other than those limitations:
 - (A) contained in the Constitution;

(B) required by section 601GA of the Corporations Act, as that section stands at the date of this Deed; or

(C) which apply by operation of law; and

(b) the Responsible Entity has not agreed, nor will it agree, to any other limitations of the Responsible Entity's right of indemnity against the assets of the Trust in respect of Obligations incurred by it under this Deed other than those limitations which arise by operation of law.

9. GST

9.1 Definitions

In this Deed,

Consideration means any amount or consideration payable or to be provided pursuant to any provision of this Deed other than this clause.

GST Amount means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate.

GST Exempt Component means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST.

GST Legislation means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable rulings issued by the Commissioner of Taxation.

Rate means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Deed.

supply includes supply as defined under GST Legislation.

9.2 GST

If GST is imposed or levied in respect of any supply by a party under or in accordance with this Deed (including the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply shall provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.

SIGNED in my presence for and on behalf of
PT LIMITED ACN 004 456 666 (as Sub-
Custodian of the Westfield Trust) by its
attorneys under power of attorney dated

who declare that they have no notice of the
revocation of their powers:

Signature of Witness

Signature of Attorney

Full name of Witness

Print Name

Address

Signature of Attorney

Occupation

Print Name

SIGNED in my presence for and on behalf of
WESTFIELD MANAGEMENT LIMITED
ACN 001 670 579 (as Responsible Entity of
the Westfield Trust) by its attorney under
power of attorney dated

who declares that he/she has no notice of the
revocation of his/her powers:

Signature of Witness

Signature of Attorney

Full name of Witness

Print Name

Address

Occupation

SIGNED in my presence for and on behalf of)
WESTFIELD MANAGEMENT LIMITED)
ACN 001 670 579 (as Trustee of the Westfield)
Sub Trust I) by its attorney under power of)
attorney dated)

who declares that he/she has no notice of the)
revocation of his/her powers:)
)
)
)

Signature of Witness

Signature of Attorney

Full name of Witness

Print Name

Address

Occupation

We know there is limited action you can take as the infrastructure of these bus shelters are a part of Westfield and we have limited ability to make changes.

Included incd summary and pics from case 88134.

Kind Regards

[Redacted Signature]

bg 25/6 duplicate see 88134 however 88134 has photos attached so you could possibly send a copy of those to Les, please ensure Les knows it is for information only and we know there is limited action he can tak. send to les for review, however the infrastructure of these bus shelters are a part of Westfield and we have limited ability to make changes. You can advise customer that you have "forwarded to North Operations Manager, however the infrastructure of these bus shelters are a part of Westfield"

Citizen Details

| | | | |
|---------------|------------|---------------|------------|
| Account Name | [Redacted] | Contact Email | [Redacted] |
| Contact Phone | [Redacted] | | |

General Case Detail

| | | | |
|--------------|------------------------------|-----------------------|---------------------|
| Route Number | 2, 4, etc.- all at Westfield | Date/Time of Incident | 24/06/2021 12:00 PM |
|--------------|------------------------------|-----------------------|---------------------|

Action Case Detail

| | | | |
|---|-----------|----------------------|---------------|
| Bus Stop ID | | Driver Work Number | |
| Bus Registration / Light Rail Vehicle # | | Investigation Area | CSM Corporate |
| Shift Number | | Waiting for Driver | No |
| Departure Time | | RTA? | No |
| Direction of Travel | northwest | To Be Interviewed By | |
| Outcome | | Age Bracket | |

MyWay Case Detail

| | | | |
|-------------------|--|-------------|--|
| MyWay Card Number | | MyWay Agent | |
|-------------------|--|-------------|--|

Case Detail

| | | | |
|-------------------------------|--------------------|------------------|--|
| Source | Access Canberra | Incident Address | BELCONNEN COMMUNITY HEALTH CENTRE 56 LATHLAIN ST, BELCONNEN ACT 2617 |
| Case Origin | Feedback Form | Suburb | BELCONNEN |
| Original Incident Description | | ACTCCS Latitude | -35.23978746 |
| Date/Time Opened | 25/06/2021 8:57 AM | ACTCCS Longitude | 149.06376912 |
| Date/Time Closed | 25/06/2021 3:19 PM | | |

Timetable

| | | | |
|---------------------|----|---------------------|----|
| Timetable Belconnen | No | Timetable Tuggerong | No |
| Timetable Central | No | Timetable Weekend | No |

Timetable Gungahlin No

Timetable Woden and Weston No

System Information

Created By AC TCCS Integration, 25/06/2021 8:57 AM

Last Modified By [REDACTED]

Contact Information

Account Name [REDACTED]

Primary Phone [REDACTED]

Birthdate

Email [REDACTED]

Address Information

Billing Address

System Information

Created By AC TCCS Integration, 21/06/2021 4:10 PM

Last Modified By AC TCCS Integration, 21/06/2021 4:10 PM

Notes

Customer Entry (Auto Note)

Last Modified 25/06/2021 8:57 AM

Owner AC TCCS Integration

Text Preview

This is an auto note of the original customer submission. Subject: badly dripping shelter
Category: Transport, Road & Traffic > ACTION Buses > Platform/shelter/maintenance AC
Description (forms): Plain Description: Please could you make the bus shelters

Case History

25/06/2021 3:19 PM

User [REDACTED]

Action Changed Sub Status from Updated to Resolved. Changed Status from Assigned to Case Closed.

25/06/2021 9:05 AM

User [REDACTED]

Action Changed Subject from badly dripping shelter to Infrastructure.

25/06/2021 9:05 AM

User [REDACTED]

Action Changed Status from Unassigned to Assigned. Changed Sub Status from Unresolved to Updated.

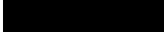
25/06/2021 8:57 AM

User AC TCCS Integration

Action Changed Sub Status to Unresolved. Changed Case Owner from AC TCCS Integration to Transport Canberra. Deleted Medium in Priority. Changed Case Origin to Feedback Form. Changed Case Record Type from TCCS General to Public and Flexible Transport. Created.

Attachments

IMG_5479

| | |
|---------------|---|
| Size | 69KB |
| Ownership |  |
| View | Download |
| Last Modified | 25/06/2021 3:08 PM |

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Case: 00088134

| | | | |
|---------------------|------------|------------------|--|
| Case Owner | [REDACTED] | Status Indicator | |
| Reassignment Reason | | | |

Case Overview

| | | | |
|----------------------------------|--|----------------------|------------------------------|
| Case Number | 00088134 | AC Case Number | 00249485 |
| ACTCCS Contact First Name | [REDACTED] | Feedback Category | Platform/Shelter/Maintenance |
| ACTCCS Contact Last Name | [REDACTED] | Priority | |
| ACTCCS Contact Phone | [REDACTED] | Urgent | No |
| Feedback Type | Action Buses | Response to Customer | No Response Required |
| Subject | Service Delivery | Response Required? | No |
| Status | Case Closed | Social Media | |
| Sub Status | Resolved | Comment Category | Complaint |
| Incident Category Classification | Service Delivery | | |
| Incident Category Detail | Infrastructure | | |
| ACTCCS Description | Bad water drips from gutter of shelter at platform 2 near Westfield Belconnen running on to seat and creating large puddle | | |
| Incident Image Capture | JW 25/6/21 3.10PM. This has been forwarded to [REDACTED], as FYI. | | |
| | bg duplicate see 88129 response on 88129 - | | |

Citizen Details

| | | | |
|---------------|------------|---------------|------------|
| Account Name | [REDACTED] | Contact Email | [REDACTED] |
| Contact Phone | [REDACTED] | | |

General Case Detail

| | | | |
|--------------|---------------------------------|-----------------------|---------------------|
| Route Number | all through Westfield Belconnen | Date/Time of Incident | 24/06/2021 12:00 PM |
|--------------|---------------------------------|-----------------------|---------------------|

Action Case Detail

| | | | |
|-------------|--|--------------------|--|
| Bus Stop ID | | Driver Work Number | |
|-------------|--|--------------------|--|

Bus Registration /
Light Rail Vehicle #

Investigation Area CSM Corporate

Shift Number

Waiting for Driver No

Departure Time

RTA? No

Direction of Travel north west

To Be Interviewed By

Outcome

Age Bracket

MyWay Case Detail

MyWay Card Number

MyWay Agent

Case Detail

Source Access Canberra

Incident Address 71 LATHLAIN ST, BELCONNEN ACT 2617

Case Origin Feedback Form

Suburb BELCONNEN

Original Incident Description

ACTCCS Latitude -35.23867890990465

Date/Time Opened 25/06/2021 9:11 AM

ACTCCS Longitude 149.06359434405977

Date/Time Closed 25/06/2021 9:23 AM

Timetable

Timetable Belconnen No

Timetable Tuggernong No

Timetable Central No

Timetable Weekend No

Timetable Gungahlin No

Timetable Woden and Weston No

System Information

Created By AC TCCS Integration, 25/06/2021 9:11 AM

Last Modified By [REDACTED], 25/06/2021 3:11 PM

Contact Information

Account Name [REDACTED]

Primary Phone [REDACTED]

Birthdate [REDACTED]

Email [REDACTED]

Address Information

Billing Address

System Information

Created By AC TCCS Integration, 21/06/2021 4:10 PM

Last Modified By AC TCCS Integration, 21/06/2021 4:10 PM

Notes

Customer Entry (Auto Note)

Last Modified 25/06/2021 9:11 AM

Owner AC TCCS Integration

Text Preview **This is an auto note of the original customer submission. Subject: dripping shelter
 Category: Transport, Road & Traffic > ACTION Buses > Platform/shelter/maintenance AC
 Description (forms): Plain Description: Bad water drips from gutter of shelter at pla**

Case History

25/06/2021 9:23 AM

User [REDACTED]
 Action **Changed Status from Unassigned to Case Closed. Changed Sub Status from Unresolved to Resolved.**

25/06/2021 9:22 AM

User [REDACTED]
 Action **Changed Case Owner from Transport Canberra to Barbara Gough.**

25/06/2021 9:20 AM

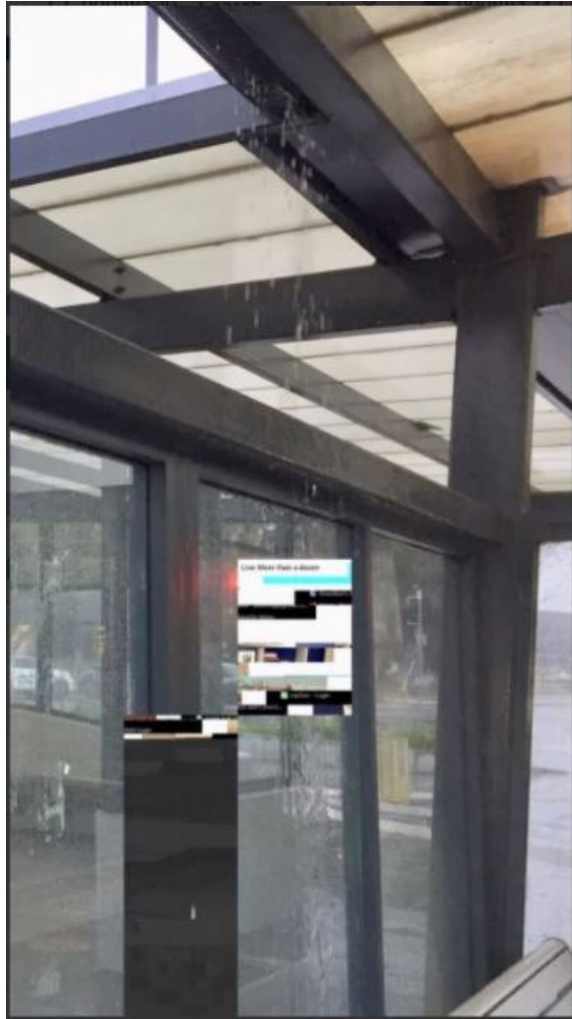
User [REDACTED]
 Action **Changed Subject from dripping shelter to Service Delivery.**

25/06/2021 9:11 AM

User **AC TCCS Integration**
 Action **Changed Sub Status to Unresolved. Changed Case Owner from AC TCCS Integration to Transport Canberra. Deleted Medium in Priority. Changed Case Origin to Feedback Form. Changed Case Record Type from TCCS General to Public and Flexible Transport. Created.**

Attachments

| IMG_4310 | | Westfield platform2 shelter | |
|-----------------|---------------------------------|------------------------------------|---------------------------------|
| Size | 59KB | Size | 24KB |
| Ownership | AC TCCS Integration | Ownership | AC TCCS Integration |
| View | Download | View | Download |
| Last Modified | 25/06/2021 9:12 AM | Last Modified | 25/06/2021 9:11 AM |



Attachment Westfield platform2 shelter



| Incident Search | | | | | |
|-----------------|---------------|--------|------------------|---------------------|--|
| INCIDENT_ID | REFERENCE_NO | QUEUE | COMMENT_CATEGORY | ACTION_INCIDENT_CAT | DESCRIPTION |
| 8532259 | 190202-000187 | ACTION | Feedback | Notification | SD - Bus Shelter - Maintenance The wet seat problem at Westfield Belconnen still hasn't been fixed. The seats parallel to road at bus seats. Please fix it. |

| Incident History | | | | | |
|------------------|---------------------|-------------------|--------------------|------------|---|
| INCIDENT_ID | DATE_CREATED | THREAD_ENTRY_TYPE | INCIDENT_THREAD_ID | CREATED_BY | TEXT |
| 8532259 | 2019-02-04 15:35:46 | Note | 2915638 | [REDACTED] | I called the customer and discussed. The structure is owned by Westfield. The customer advised they have complained and completed a complaints form with westfield. I advised I would forward to the operations manager again request they address with Westfield. |
| 8532259 | 2019-02-04 15:37:57 | Note | 2915638 | [REDACTED] | Sent to [REDACTED] Hi [REDACTED] I am sure this is something that you have already addressed with Westfield. The customer has requested if we could forward to Westfield again for review and consideration to fix the issue for the comfort of passengers. Thanks [REDACTED] |

Search by Reference Number