

Schedule 7 – Schedule of Rates

(clauses 1.1, 10.15(c)(iv), 13.2(d), 28.5(a)(v), Schedule 6 (*Net Financial Impact*) and Schedule 8 (*Cost Risk Sharing*))

1. Interpretation

1.1 Defined terms

The following definitions apply in this Schedule 7 (*Schedule of Rates*):

LV means low voltage.

PV means photovoltaic.

PV Panel means photovoltaic panel.

PV Panel Type means the type of PV Panel set out in the first column of the tables in clauses 3.5 and 4.3 (as applicable).

Technician duties include:

- (a) in respect of signalling technicians:
 - (i) preventive maintenance of signalling equipment;
 - (ii) emergency response and recovery of critical signalling equipment faults within the required response time and subsequent fault diagnosis and corrective maintenance work;
 - (iii) first response to control and communication system faults (including, without limitation, Central Control System (as defined in the SSTOM Specification), public telecommunications systems, optical fibre backbone, local area network, PIDS (as defined in the SSTOM Specification)), public address (**PA**) system, CCTV (as defined in Schedule 2 (*Service Payment Calculation*), remote in-saloon CCTV, system, condition monitoring system, electronic access control (**EAC**) system);
 - (iv) first response to other multi-disciplinary infrastructure equipment related faults, incidents or emergencies (including, without limitation, permanent way, civil, overhead line, power);
 - (v) performing life cycle maintenance (including, without limitation, asset overhaul, renewal, minor modification and improvement work) of signalling equipment and supervising contractors if work is done by contractors;
 - (vi) ensuring works carried out by others on signalling equipment comply with all established procedures and pre-set standards;
 - (vii) performing functional checks and participating in testing and commissioning of signalling and communication equipment to ensure conformance with specifications before handing over to asset owners or Customers; and
 - (viii) supporting incident and accident investigations; or
- (b) in respect of track and civil technicians:
 - (i) conducting track inspections and patrolling and measurement on:
 - (A) civil structures;
 - (B) track; and
 - (C) railway protection related items;
 - (ii) performing inspections of (without limitation):
 - (A) slope and retaining structures;
 - (B) tunnel;
 - (C) viaducts; and

- (D) drainage systems; and
- (iii) supporting incident and accident investigations; or
- (c) in respect of building and tunnel services technicians:
 - (i) preventative and corrective maintenance covering:
 - (A) building electrical and mechanical services;
 - (B) the tunnel ventilation system;
 - (C) Platform edge barriers;
 - (D) the pumping system;
 - (E) trackside auxiliaries; and
 - (F) supporting incident and accident investigations.

Customer Service Attendant duties include:

- (a) providing Customer services, responding to passenger enquiries, assisting disabled passengers;
- (b) Station inspections;
- (c) crowd management;
- (d) handling accidents, incidents and emergency situations;
- (e) monitoring performance of Station cleaning by service contractors;
- (f) light cleaning duties;
- (g) reporting Station equipment defects; and
- (h) driving Trains in situations when manual Train operation is required.

Reuse/Offsite Disposal Rates means the rates in \$/tonne shown as the Reuse / Offsite Disposal Rates in the table in clause 3.4 of this Schedule 7 (*Schedule of Rates*), with each rate being the Reuse or Offsite Disposal Rate for the corresponding Waste Classification in the table.

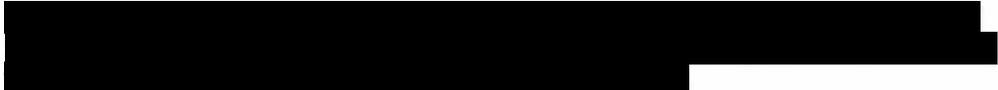
Waste Classifications means the classifications of Waste described clause 3.4 of this Schedule 7 (*Schedule of Rates*).

1.2 Margin and indexation

- (a) Except in relation to the Early Handover Payment in clause 2 and subject to clause 1.2(b), all rates in this Schedule 7 (*Schedule of Rates*) are exclusive of any Margin Elements (as that term is defined in Schedule 6 (*Net Financial Impact*)).
- (b) The parties acknowledge and agree that the Reuse/Offsite Disposal Rates in clause 3.4 may include Margin or amounts on account of Margin Elements (as those terms are defined in Schedule 6 (*Net Financial Impact*)) of the OpCo Contractor which is self-performing OpCo's Activities the subject of the Contamination Scope Element (as that term is defined in Schedule 8 (*Cost Risk Sharing*)).
- (c) In relation to the indexation of any prices, rates or unit costs (as applicable) in this Schedule 7 (*Schedule of Rates*):
 - (i) all labour prices, rates or unit costs (as applicable) in this Schedule 7 (*Schedule of Rates*) are to be WPI Indexed (excluding the SMEC and Arup Design Significant Contractor labour prices, rates and unit costs (as applicable) in this Schedule 7 (*Schedule of Rates*) which are to be determined in accordance with clause 3.1 and will not be subject WPI indexation; and
 - (ii) all other prices, rates or unit costs (as applicable) in this Schedule 7 (*Schedule of Rates*) (other than the Early Handover Payment) are to be CPI Indexed.
- (d) The parties acknowledge that the rates set out in clause 3.1 for the Hassell Significant Contractor and SMEC and Arup Design Significant Contractor are inclusive of all allowances for Preliminaries (including all On-Site Overheads) and Margin (including all Margin Elements and Off-Site Overheads) (as those terms are defined in Schedule 6 (*Net*

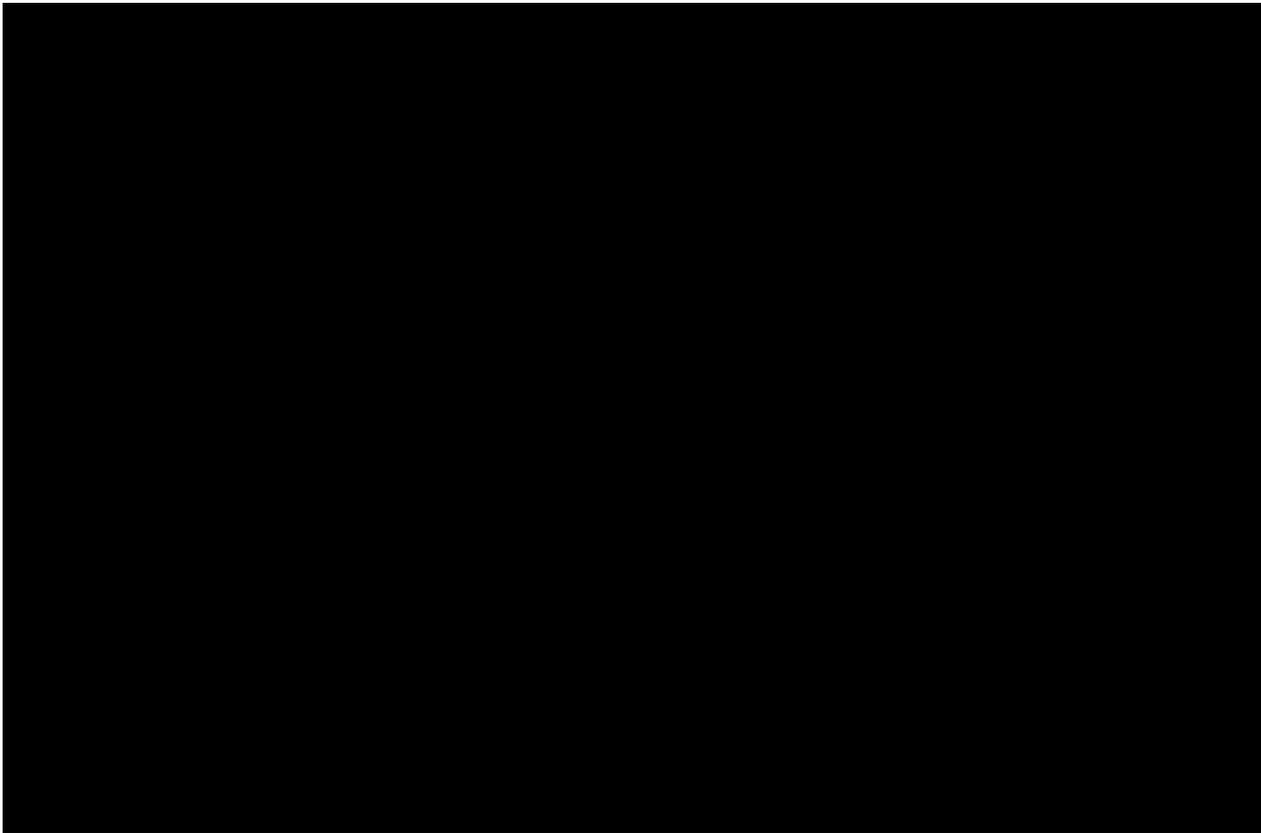
Financial Impact). The application of the principles for the calculation of Net Financial Impact under clause 3 of Schedule 6 (*Net Financial Impact*), the calculation of Base Delivery Costs under Schedule 6 (*Net Financial Impact*), the obligations in clause 4.16 of Schedule 6 (*Net Financial Impact*) and the calculation of Preliminaries and Margin under clause 4.6 and clause 4.7 of Schedule 6 (*Net Financial Impact*) will be adjusted accordingly for the Hassell Significant Contractor and SMEC and Arup Design Significant Contractor.

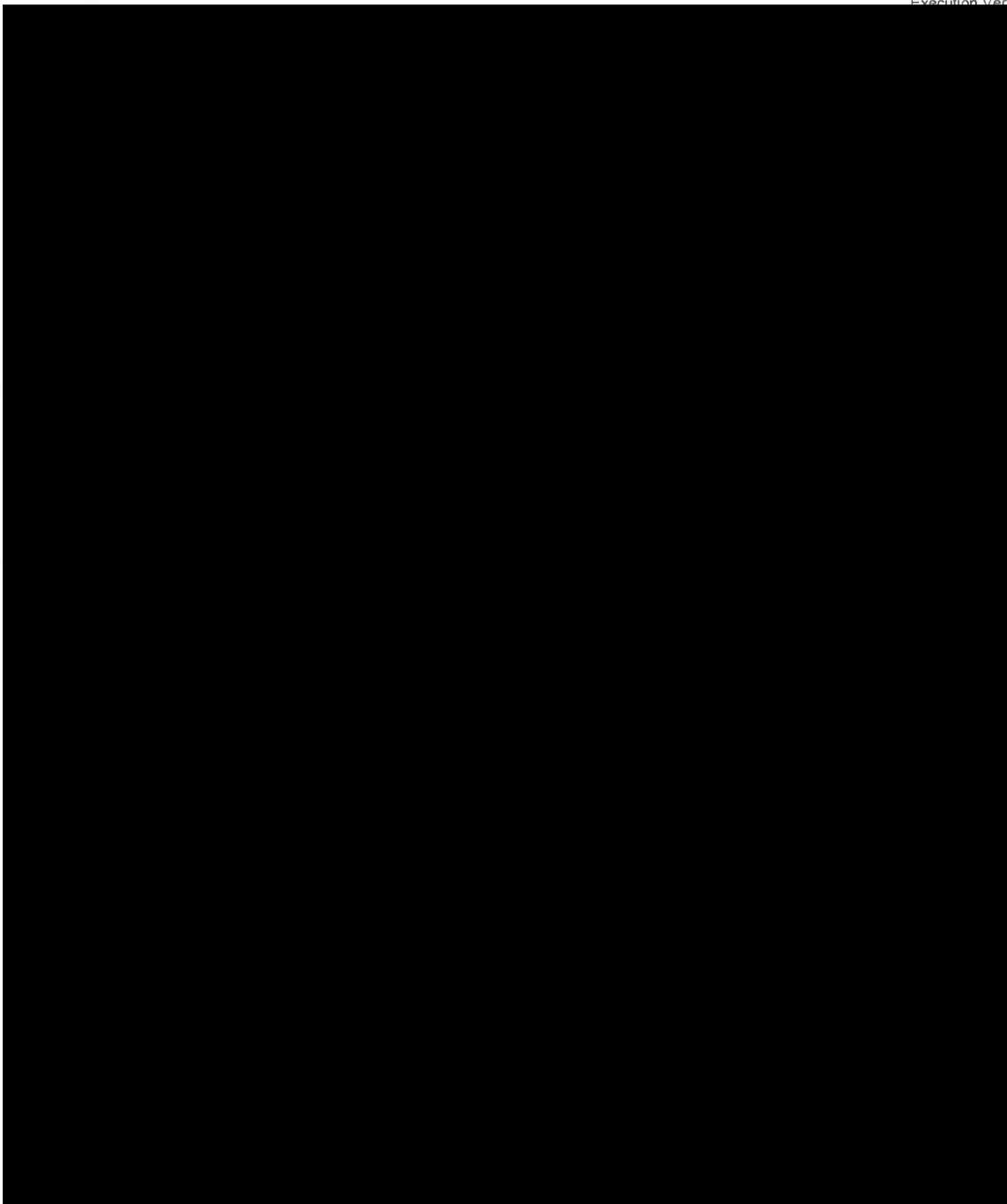
1.3 Labour rates

- (a) 

- (b) OpCo acknowledges and agrees that, from time to time as requested by the Principal the parties will review and use reasonable endeavours to renegotiate the labour rates in this Schedule 7 (*Schedule of Rates*) to ensure that the relevant rates represent value for money to the Principal.
- (c) To facilitate the review and renegotiation in clause 1.3(b), OpCo must provide all relevant documentation and information (including any information prepared by an OpCo Contractor) on an Open Book Basis.

1.4 Plant and equipment rates

Plant and equipment rates nominated in clause 3.2 exclude float, mobilisation, demobilisation rates.

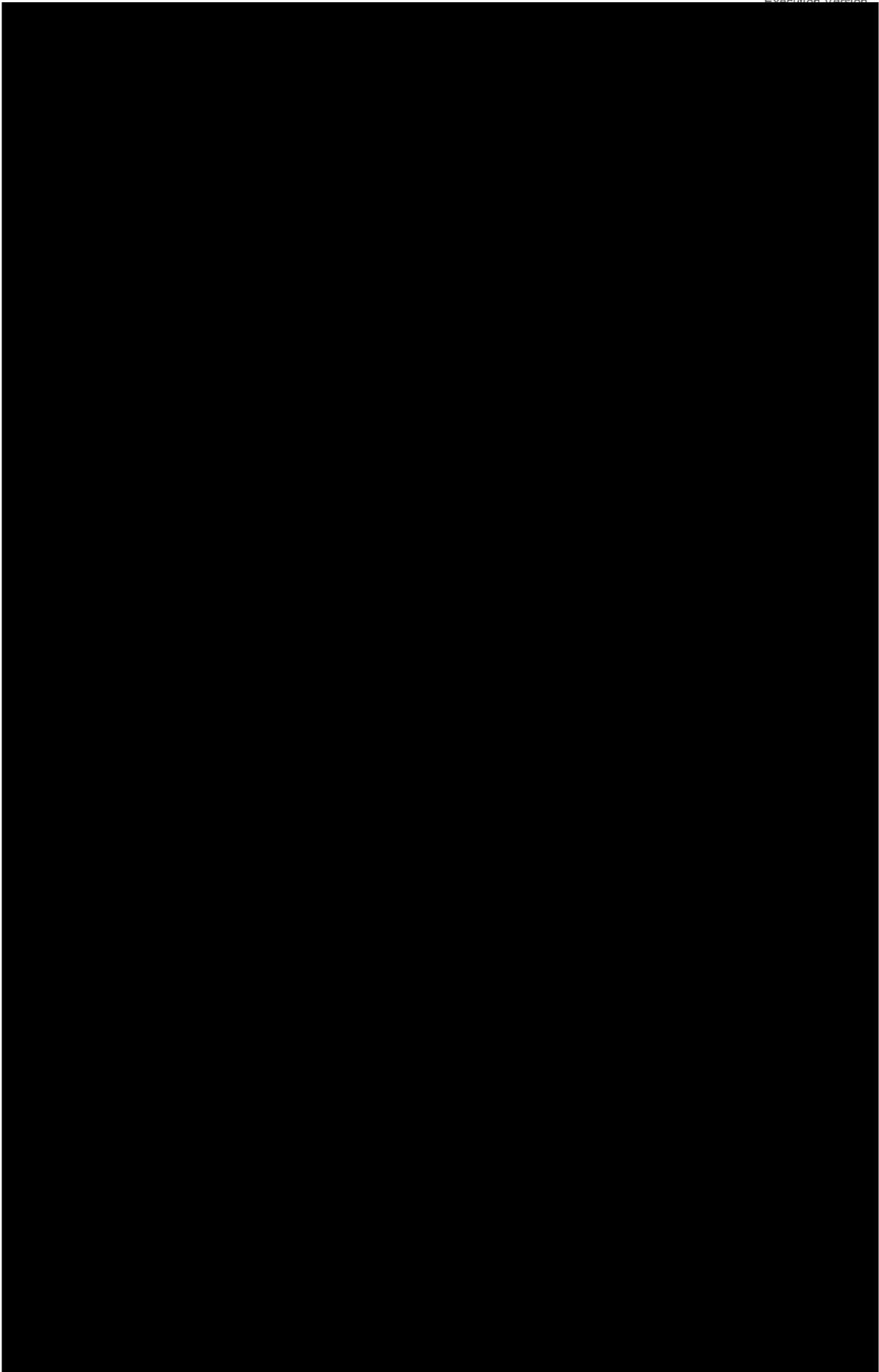


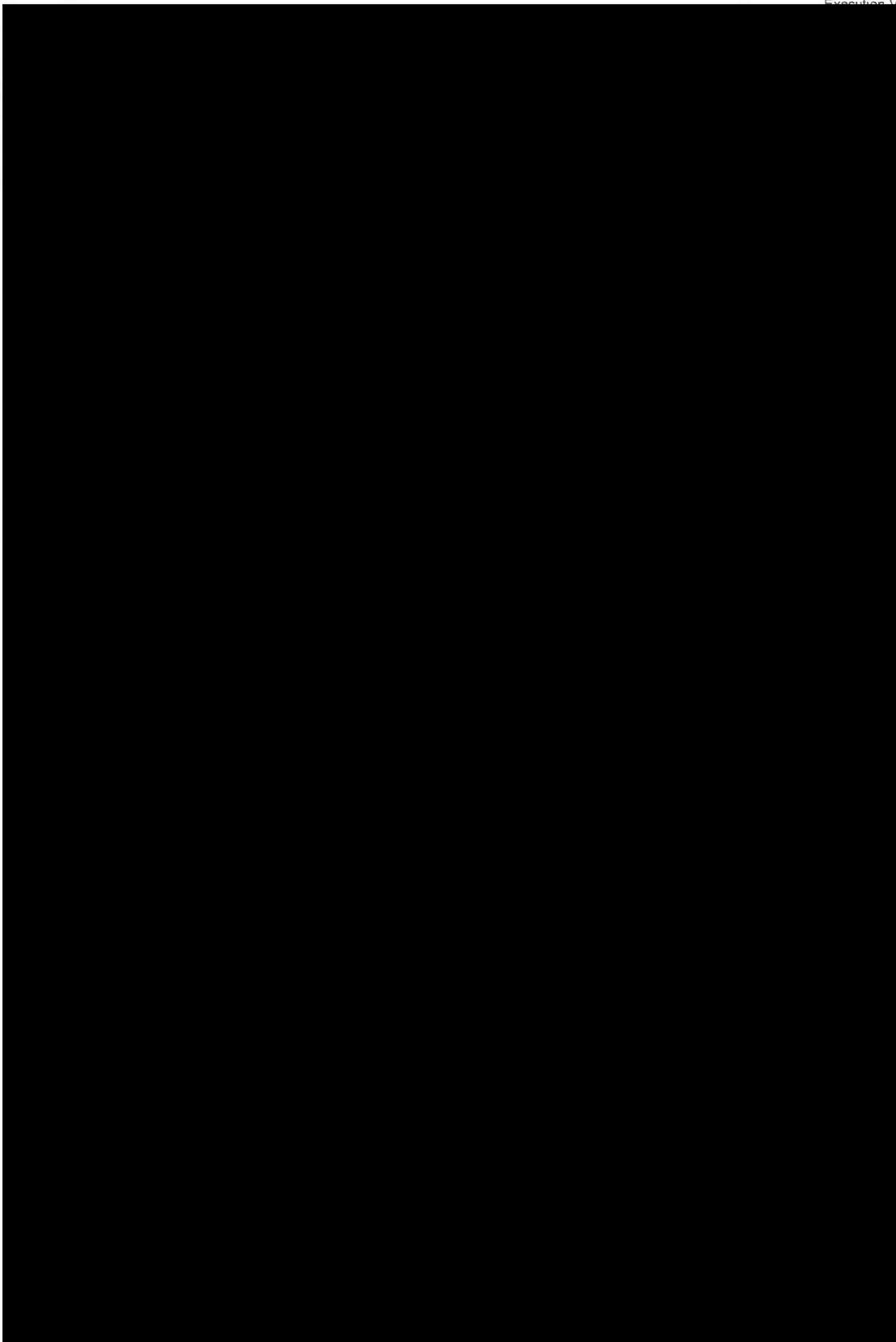


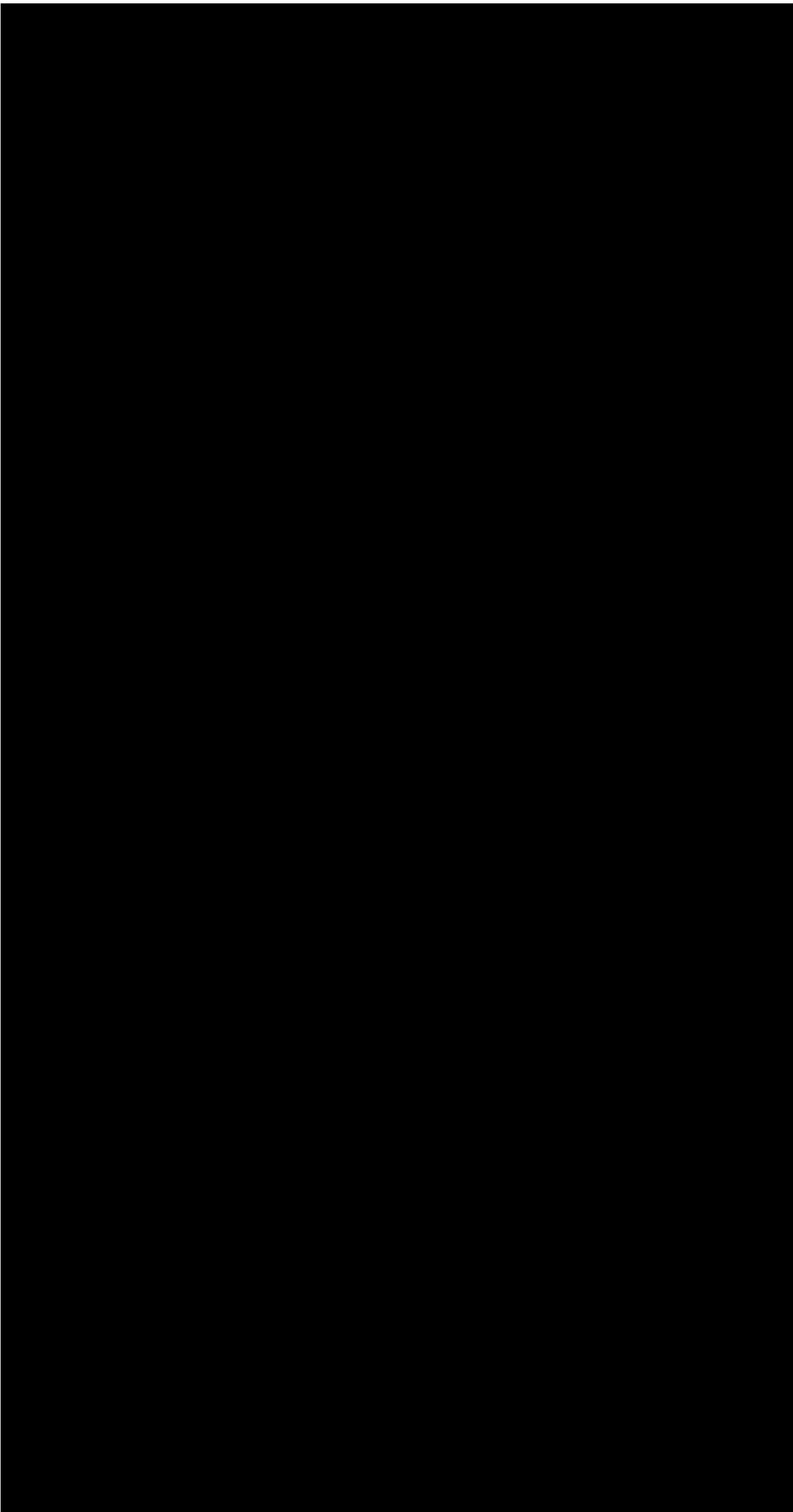
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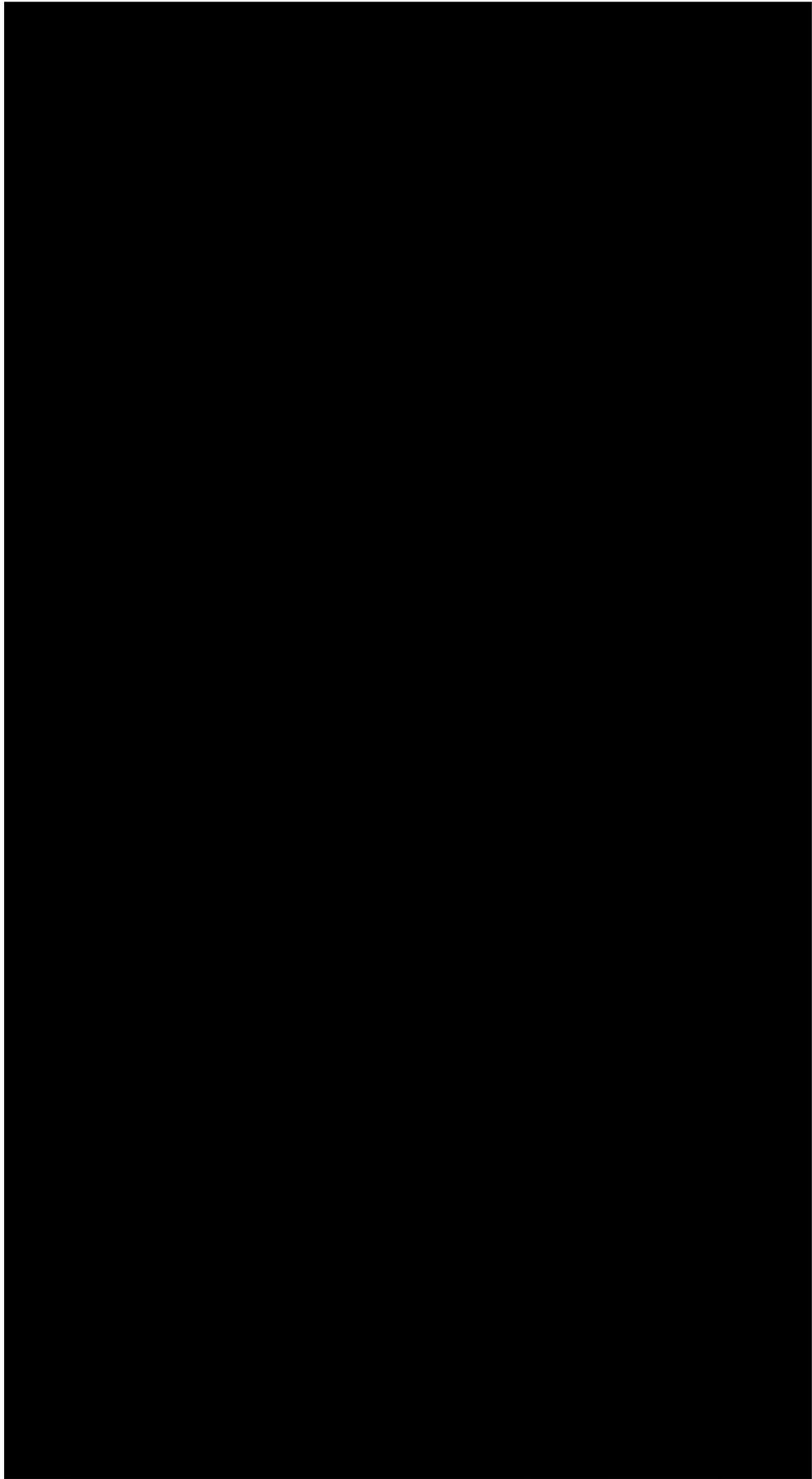
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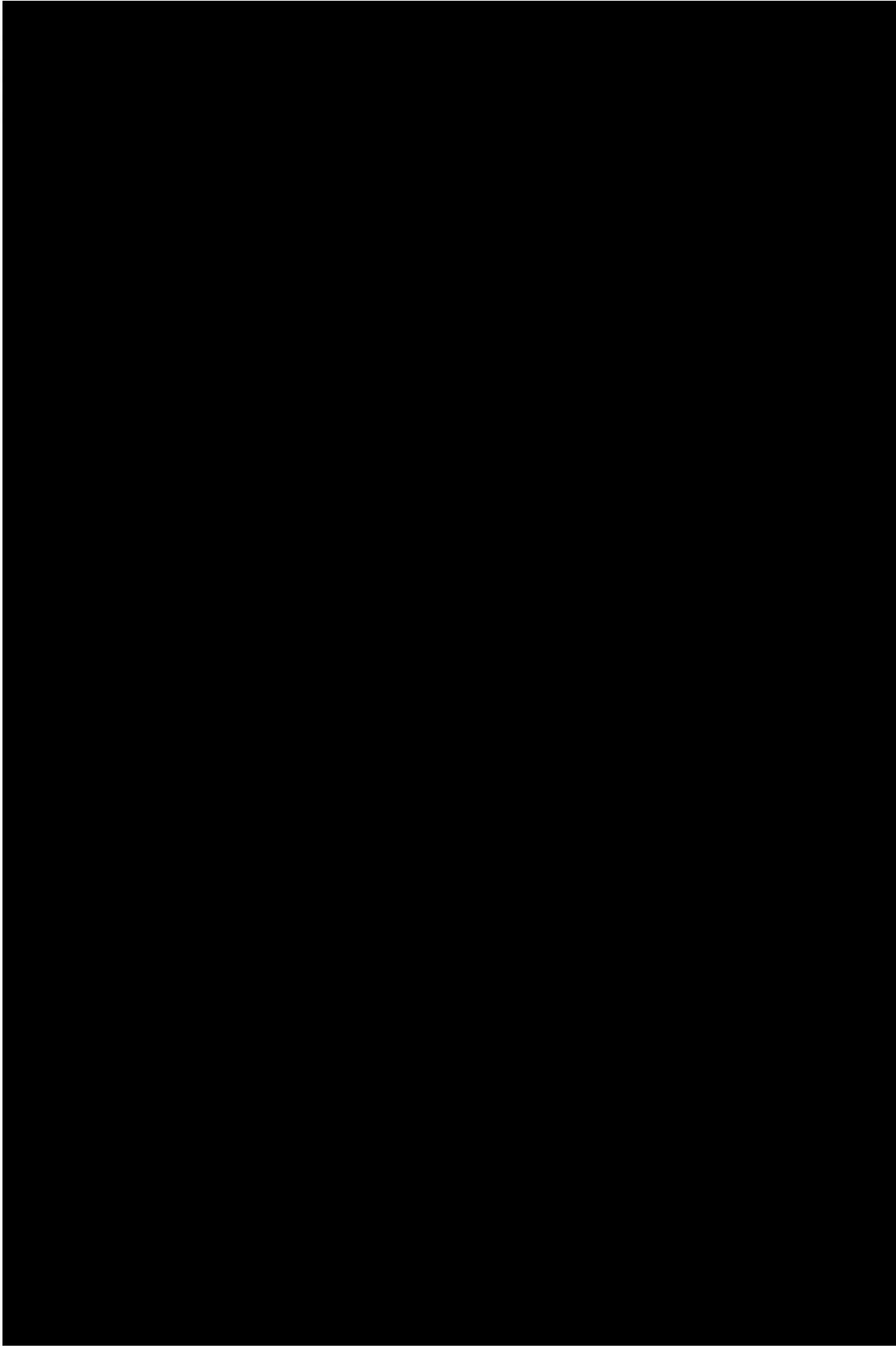
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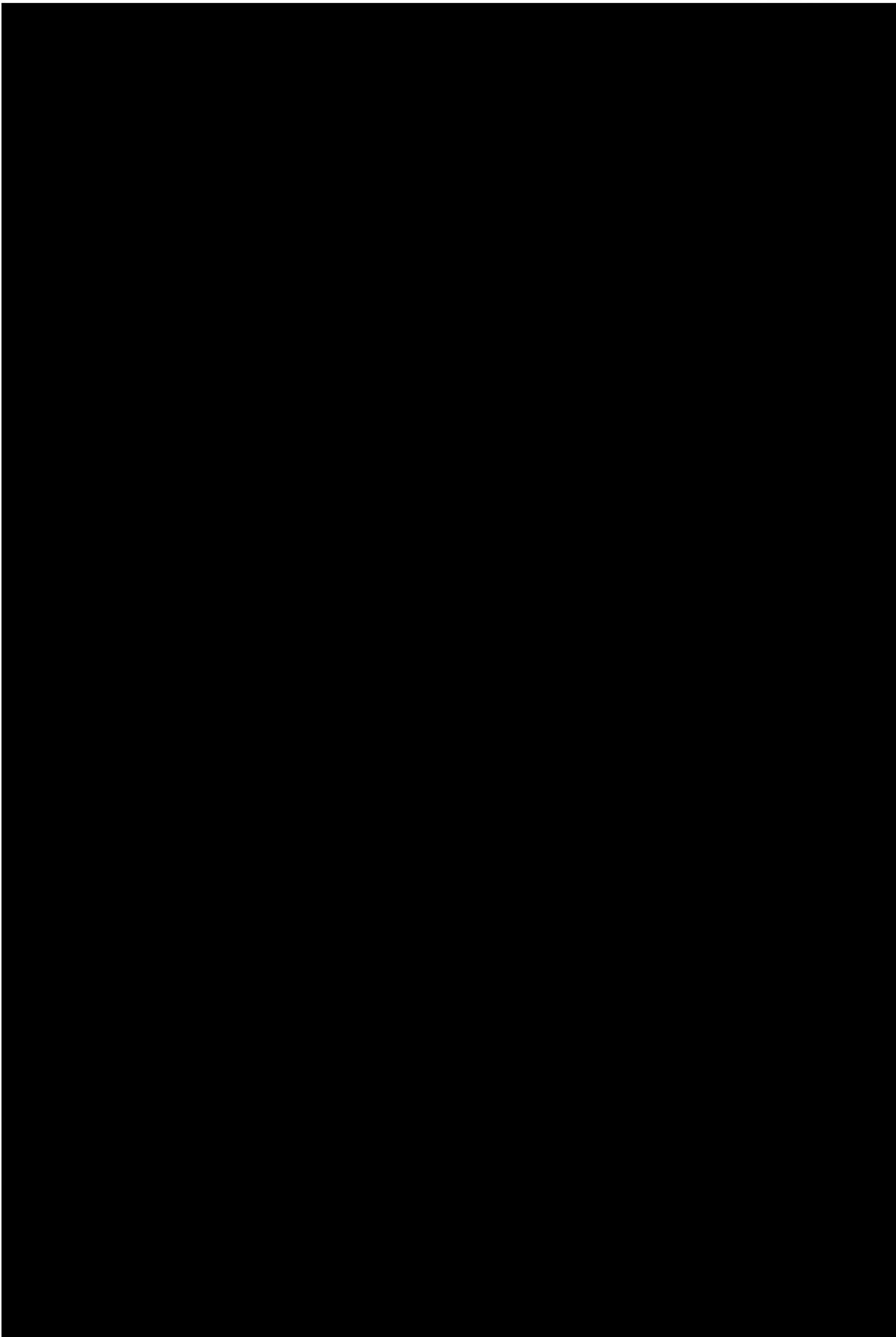


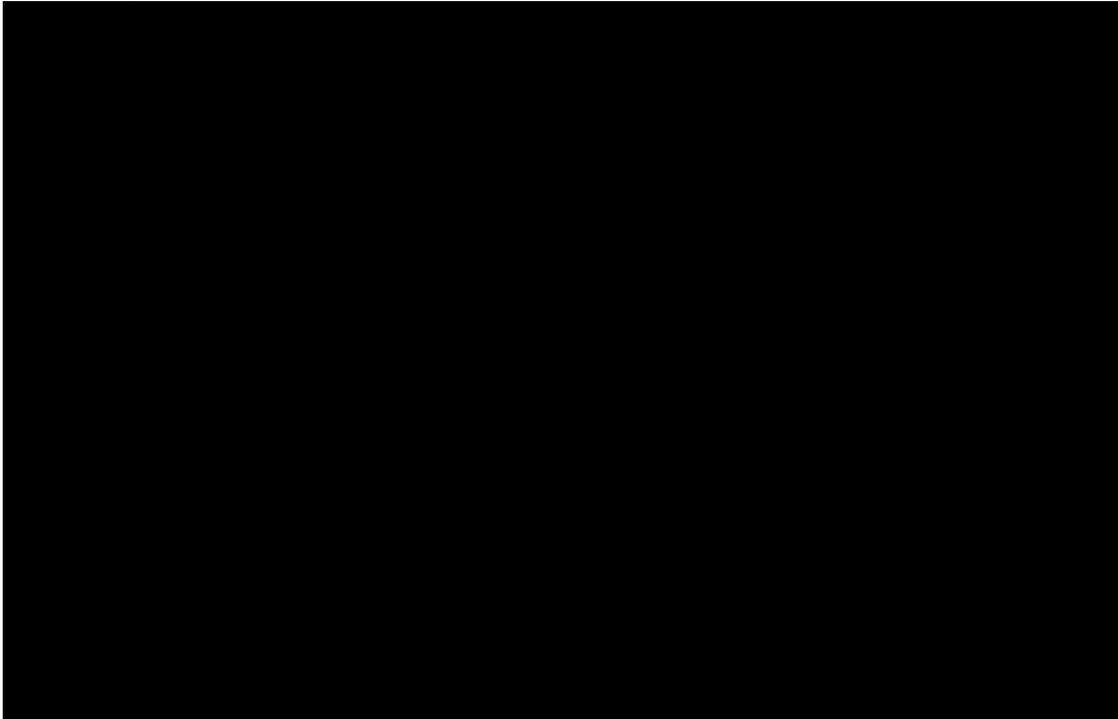












¹ The Waste Classifications used in this table have the same meaning as in the Waste Classification Guidelines.

